

Fort Collins City Council Agenda

Regular Meeting

6:00 p.m. Tuesday, April 18, 2023

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

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

NOTICE:

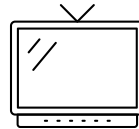
Regular meetings of the City Council are held on the 1st and 3rd Tuesdays of each month in the City Council Chambers. Meetings are conducted in a hybrid format, with a Zoom webinar in addition to the in person meeting in Council Chambers.

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

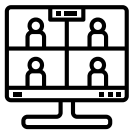
How to view this Meeting:



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



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



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



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

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

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



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

Comment in real time:

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



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



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

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

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

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

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

Call in number: 720 928 9299

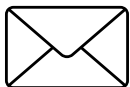
Meeting ID: 982 4141 6497

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

Submit written comments:



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



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

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

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



City Council Regular Meeting Agenda

April 18, 2023 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
Shirley Peel, District 4
Kelly Ohlson, District 5

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

Carrie Daggett
City Attorney

Kelly DiMartino
City Manager

Anissa Hollingshead
City Clerk

PROCLAMATIONS & PRESENTATIONS 5:00 PM

A) PROCLAMATIONS AND PRESENTATIONS

- [PP 1.](#) Declaring April 23-29, 2023 as Crime Victim Rights Week.
- [PP 2.](#) Declaring April 28, 2023 as Arbor Day.
- [PP 3.](#) Declaring April 2023 as Asian Pacific Islander Desi American (APIDA) Heritage Month.
- [PP 4.](#) Declaring April 2023 as National Volunteer Month.
- [PP 5.](#) Declaring May 7-13, 2023 as Drinking Water Week.
- [PP 6.](#) Declaring May 2023 as Mental Health Awareness Month.

REGULAR MEETING 6:00 PM

B) CALL MEETING TO ORDER

C) PLEDGE OF ALLEGIANCE

D) ROLL CALL

E) CITY MANAGER'S AGENDA REVIEW

•City Manager Review of Agenda

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

F) COMMUNITY REPORTS – None.

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

(Including requests for removal of items from Consent Calendar for individual discussion.)

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

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

*[**For questions about the development review process or the status of any particular development, consult the Development Review Center page on the city's website 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 recommend 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 April 4, 2023 Regular Meeting.

The purpose of this item is to approve the minutes of the April 4, 2023 regular meeting.

2. Second Reading of Ordinance No. 047, 2023, Authorizing Transfers of Appropriations for the Renovation of the Carnegie Center for Creativity.

This Ordinance, unanimously adopted on First Reading on April 4, 2023, is to transfer \$2,400,000 appropriated in the Cultural Services & Facilities Fund to the Capital Projects Fund.

3. Second Reading of Ordinance No. 048, 2023, Authorizing the City Manager to Accept a Grant Award and Comply with the Terms of a Grant From the Colorado Water Conservation Board, Making Supplemental Appropriations in the Water Fund and Authorizing Transfers from the Water Fund, for the Xeriscape Incentive Program.

This Ordinance, unanimously adopted on First Reading on April 4, 2023, supports businesses, homeowner associations, other commercial properties, and residential properties pursuing costly landscape projects that reduce water use long-term through the Xeriscape Incentive Program by:

- Appropriating \$100,000 of unanticipated grant revenue, awarded by the Colorado Water Conservation Board, to the Water Fund;
- Appropriating \$65,890 from the Water Fund reserves; and
- Utilizing matching funds in the amount of \$57,220 from existing 2023 appropriations into this new grant project.

This item would also authorize the City Manager or their designee to accept the grant award and comply with the terms of the grant application and award.

4. Second Reading of Ordinance No. 049, 2023, Annexing the Property Known as the Thompson Thrift Spaulding Addition Annexation to the City of Fort Collins, Colorado.

This Ordinance, unanimously adopted on First Reading on April 4, 2023, is to annex a 3.743-acre property located off Terry Lake Road/Highway 1 on Spaulding Lane, closest to the Spaulding Lane and Valley View Lane intersection. A specific project development plan proposal is not included with the annexation application. The Initiating Resolution was adopted by City Council on February 21, 2023. A separate related item to amend the Zoning Map and classify for zoning purposes the annexed property is presented as the next item on this Agenda.

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.

5. Second Reading of Ordinance No. 050, 2023, Amending the Zoning Map of the City of Fort Collins and Classifying for Zoning Purposes the Property Included in the Thompson Thrift Spaulding Addition Annexation to the City of Fort Collins and Approving Corresponding Changes to the Residential Neighborhood Sign District Map and Lighting Context Area Map.

This Ordinance, unanimously adopted on First Reading on April 4, 2023, zones the property included in the Thompson Thrift Spaulding Addition Annexation into the Low Density Mixed-Use (L-M-N) zone district and place the property into the LC1 Lighting Context Area.

This item is a quasi-judicial matter and if it is considered on the discussion agenda it will be considered in accordance with the procedures described in Section 1(d) of the Council's Rules of Meeting Procedures adopted in Resolution 2015-091.

6. Second Reading of Ordinance No. 051, 2023, Making Supplemental Appropriations for the Carpenter and Timberline Intersection Project.

This Ordinance, unanimously adopted on First Reading on April 4, 2023, enables the City to receive and expend Federal and Colorado Department of Transportation (CDOT) funds for the Carpenter and Timberline Intersection Project (the Project). The funds will be used for design and construction of improvements at the intersection of Carpenter Road and Timberline Road. If approved, the item will appropriate \$696,285 of Highway Safety Improvement Program (HSIP) grant funds for the Project. This Project will not appropriate any money to Art in Public Places Program as the Project is 100% federally funded.

7. Items Relating to the Repeal and Reenactment of Certain Ordinances.

A. Second Reading of Ordinance No. 052, 2023, Repealing Ordinance No. 024, 2023, and Appropriating Philanthropic Revenue Received by City Give for Fort Collins Police Services for the Safe Futures Initiative.

B. Second Reading of Ordinance No. 053, 2023, Repealing Ordinance No. 025, 2023, and Appropriating Prior Year Reserves and Unanticipated Revenue from Philanthropic Donations Received Through City Give for Various Programs and Services as Designated by the Donors.

C. Second Reading of Ordinance No. 054, 2023, Repealing Ordinance No. 027, 2023, and Amending Chapter 12, Article II and Chapter 15, Article XV of the Code of the City of Fort Collins to Allow for the Establishment of a City Waste Collection Program and Generally Updating Provisions of the Code Governing Waste Collection Within the City.

D. Second Reading of Ordinance No. 055, 2023, Repealing Ordinance No. 028, 2023, and Authorizing the City Manager to Enter Into a Contract for the Provision of Residential Waste Collection Services.

E. Second Reading of Ordinance No. 056, 2023, Repealing Ordinance No. 029, 2023, and Appropriating Prior Year Reserves for Start-up Costs to Create a Contracted Residential Waste Collection Program.

F. Second Reading of Ordinance No. 057, 2023, Repealing Ordinance No. 030, 2023, and Adopting the North College MAX BRT Plan as a Component of City Plan.

Due to a publication error, staff requests Council repeal and reenact each Ordinance as they were adopted on March 7, 2023. These Ordinances were unanimously adopted on First Reading on April 4, 2023.

8. Second Reading of Ordinance No. 062, 2023, Submitting to a Vote of the Registered Electors of the City of Fort Collins Proposed Amendments to Article II of the City Charter Conforming the Limits on Holding Council Office to the Limits in the Colorado Constitution Applicable to Those With Disqualifying Felony Convictions.

This Ordinance, unanimously adopted on First Reading on April 4, 2023, sets the ballot language regarding making candidate qualifications comport with the Colorado Constitution.

9. First Reading of Ordinance No. 063, 2023, Appropriating Prior Year Reserves in the Natural Areas Fund and the Sales and Use Tax Fund for the Purpose of Land Conservation, Visitor Amenities, Restoration and Other Related Natural Areas Stewardship Activities Not Included in the 2023 Adopted City Budget.

The purpose of this item is to appropriate \$10,844,479 in prior year reserves in the Natural Areas Fund and \$1,258,071 in prior year reserves in the Sales and Use Tax fund to be transferred to

the Natural Areas Fund. These appropriations are for land conservation, visitor amenities and restoration of wildlife habitat, as well as other Natural Areas Department stewardship activities to benefit the residents of Fort Collins.

10. First Reading of Ordinance No. 064, 2023, Appropriating Unanticipated Grant Revenue from the Colorado Energy Office’s Community Access to Electric Bicycles Grant Program for the Choose Your Ride, Shift Your Ride Program.

The purpose of this item is to support the Choose Your Ride, Shift Your Ride project being administered by FC Moves in collaboration with Colorado State University in support of affordable active modes of transportation for low-income individuals by appropriating \$148,350 of unanticipated grant revenue, awarded by the Colorado Energy Office, to the Transportation Fund.

11. First Reading of Ordinance No. 065, 2023, Authorizing the Acquisition by Eminent Domain Proceedings of Temporary Easements on Certain Lands Necessary to Construct Public Improvements for the Eastern Segment of the Laporte Corridor Improvement Project.

The purpose of this item is to authorize the use of eminent domain, if deemed necessary, to acquire temporary construction easements needed for constructing improvements for the Laporte Corridor Project.

12. Resolution 2023-040 Approving Fort Fund Grant Disbursements – Project Support.

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 Project Support category, based upon the recommendations of the Cultural Resources Board.

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

A. Poudre Fire Authority Annual Report.

The purpose of this staff report is to discuss the Poudre Fire Authority’s overall performance in fulfilling its responsibilities under the intergovernmental Agreement Between its parent organization, the Fort Collins (City) Council and the Poudre Valley Fire Protection (District) Board.

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.

13. Items Relating to Rental Housing Program.

A. Second Reading of Ordinance No. 058, 2023, Adopting a Rental Housing Program as an Implementation Action of the Housing Strategic Plan and the Our Climate Future Plan.

B. Second Reading of Ordinance No. 059, 2023, Appropriating Prior Year Reserves in the General Fund for the Start Up Phase of the Rental Housing Program.

These Ordinances, both adopted on First Reading on April 4, 2023 by a vote of 4-3 (Nays: Peel, Arndt, Canonico), establish a Rental Housing Program that begins with registration and adds proactive rental inspections after one year of full implementation and approve an off-cycle general fund appropriation in the amount of \$1.1 million over a 2-year period (\$421,583 in 2023 and \$669,500 in 2024) to support the start-up phase of the proposed program. The development of a Rental Housing Program implements policy direction in both the Housing Strategic Plan (2021) and the Our Climate Future Plan (2021):

- Housing Strategic Plan, Strategy 20 – Explore the option of a mandated rental license/registry program for long-term rentals and pair with best practice rental regulations.
- Our Climate Future Plan, Strategy HAH6 – Explore the option of mandated rental licensing/rental registry with minimum standards for health, safety, stability, and efficiency.

If adopted by Council on Second Reading, staff recommends that the proposed Rental Housing Program commence the start-up phase by Q1 2024. The period between adoption and start-up will be used to hire and train staff, implement new software, and conduct education and outreach with landlords, tenants, property managers, and others impacted by the Rental Housing Program.

14. Items Relating to the Repeal and Reenactment of Certain Ordinances.

A. Second Reading of Ordinance No. 060, 2023, Repealing Ordinance No. 026, 2023, and Appropriating Philanthropic Revenue Received Through City Give for The Gardens on Spring Creek for General Operations as Designated by the Donor.

B. Second Reading of Ordinance No. 061, 2023, Repealing Ordinance No. 031, 2023, and Appropriating Prior Year Reserves for a Capital Contribution of \$1,000,000 for Construction of a New Public Terminal Facility at the Northern Colorado Regional Airport.

Due to a publication error, staff requests Council repeal and reenact each Ordinance as they were adopted on March 7, 2023. These Ordinances were placed on discussion because the votes adopting these items originally were not unanimous.

Ordinance No. 060, 2023 was adopted by a unanimous vote on April 4, 2023.

Ordinance No. 061, 2023 was adopted by a vote of 5-2 (Nays: Francis and Ohlson)

P) OTHER BUSINESS

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

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

OB 2. Consideration of a Motion to go into Executive Session Relating to the Land Acquisition for the Southeast Community Center:

"I move that Council go into executive session to discuss REAL PROPERTY ACQUISITION for the Southeast Community Center, as permitted under:

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

Q) 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.



PROCLAMATION

WHEREAS, the Crime Victim Rights Act was passed in Colorado in 1992, followed by the Federal Crime Victim Rights Act passing in 2004; and

WHEREAS, the term “victim” is more than just a label and has legal standing and protections that go along with it; which guarantees victims the right to meaningfully participate in the criminal justice process; and

WHEREAS, victim service providers, advocates, law enforcement officers, attorneys, and other allied professionals can help survivors find their justice by enforcing these rights; and

WHEREAS, victims of repeat victimization who fail to receive support services are at a greater risk for long-term consequences. Intervening early with services that support and empower victims provides a pathway to recovering from crime and abuse; and

WHEREAS, the victim services community in Fort Collins, as well as throughout Larimer County, has worked for decades to create an environment for victims that is safe, supportive, and effective; and

WHEREAS, honoring the rights of victims, including the right to be heard and treated with fairness, dignity, and respect; and working to meet victims’ needs rebuilds their trust in the criminal justice and social service systems and restores hope to victims and survivors, as well as their communities; and

WHEREAS, National Crime Victim Rights Week, April 23 – 29, 2023 is the perfect time to recommit that all victims of crime receive accessible, appropriate, and trauma-informed services, and ensuring equity and inclusion for all.

NOW, THEREFORE, I, Jeni Arndt, Mayor of the City of Fort Collins, do hereby proclaim the week of April 23 – 29, 2023 as:

CRIME VICTIM RIGHTS WEEK

Reaffirming the commitment to creating a victim service and criminal justice response that assists all victims of crime during Crime Victim Rights Week and throughout the year; and expressing our sincere gratitude and appreciation for those community members, victim service providers, and criminal justice professionals who are committed to improving our response to all victims of crime so they may find relevant assistance, support, justice, and peace.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City of Fort Collins this 18th day of April, 2023.

Mayor

ATTEST:

City Clerk



PROCLAMATION

WHEREAS, in 1872 more than a million trees were planted in Nebraska to celebrate the first Arbor Day, which is now observed throughout the nation and the world; and

WHEREAS, trees in our city are important community infrastructure and increase property values, enhance the economic vitality of business areas, and beautify our community as well as help conserve energy use by shading and cooling buildings and pavement; and

WHEREAS, trees improve people’s mental and physical health, cut heating and cooling costs, moderate the temperature, clean the air, provide habitat for wildlife and can help offset the greenhouse effect by turning carbon dioxide, the primary cause of global warming, into life-giving oxygen; and

WHEREAS, Fort Collins has been recognized as a Tree City USA by the National Arbor Day Foundation for 45 years; and

WHEREAS, the City wishes to recognize Irish Elementary Escuela Bilingue, which was selected as the Arbor Day School site for the tree planting ceremony to be held on May 5, 2023; and

WHEREAS, the City also wishes to recognize the Platte River Power Authority for maintaining a strong commitment to the environment with the addition of non-carbon generation resources; and

WHEREAS, the Platte River Power Authority supports sustainability and community improvement and has given the City \$3,500 to purchase trees that will be planted in honor of Arbor Day.

NOW, THEREFORE, I, Jeni Arndt, Mayor of the City of Fort Collins, do hereby proclaim April 28, 2023 as

ARBOR DAY

in Fort Collins and urge all community members to support efforts to protect our trees and woodlands and to support our city’s urban forest canopy by planting trees for present and future generations. We thank the Platte River Power Authority for its generous donation and Fort Collins Wholesale Nursery for its donation and contribution to the celebration of Arbor Day.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City of Fort Collins this 18th day of April, 2023.

ATTEST:

Mayor

City Clerk



PROCLAMATION

WHEREAS, the City of Fort Collins acknowledges the month of May is nationally known as Asian American and Pacific Islander (AAPI) Heritage month, with many localities adopting the term Asian Pacific Islander Desi American (APIDA) to be inclusive of South Asians; and

WHEREAS, the City of Fort Collins, working with Colorado State University’s Asian Pacific American Cultural Center, recognizes the growing and expanding APIDA community to celebrate and honor the triumphs of their community members through their historically unique journeys and struggles; and recognizes April as APIDA Heritage Month; and

WHEREAS, the APIDA community invites the City to honor their history, an inherently immigrant story of overcoming cultural barriers, language differences, and systemic challenges; and to understand the reality and difficulty of the need to assimilate for survival which may lead to painful cultural distancing and erasure, and yet still be denied their American identity; and

WHEREAS, the City acknowledges the nation’s historical injustices and continued violence, harassment, and hate incidents against those who identify as APIDA, both in Fort Collins, and across the nation; and

WHEREAS, the Fort Collins City Council and staff have committed to make Fort Collins a welcoming place for all and invites the community to celebrate their diversity, resiliency, and vibrant cultures, recognizing such members who lead, educate, and invite into the APIDA community, such as CSU’s graduate student, Seojung Lee.

NOW, THEREFORE, I, Jeni Arndt, Mayor of the City of Fort Collins, do hereby proclaim the month of April 2023 as:

ASIAN PACIFIC ISLANDER DESI AMERICAN HERITAGE MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City of Fort Collins this 18th day of April, 2023.

Mayor

ATTEST:

City Clerk



PROCLAMATION

WHEREAS, volunteers can connect with local community service opportunities through hundreds of community service organizations; and

WHEREAS, individuals and communities are at the center of social change, discovering their power to make a difference; and

WHEREAS, during this month, all over the nation, service projects will be performed and volunteers recognized for their commitment to service; and

WHEREAS, our country’s volunteer and national service member force of more than 63 million is a great treasure; and

WHEREAS, April is a month for volunteers, with the occurrences of National Service Recognition Day, CSUnity, Earth Day, and United Way’s National Volunteer Week; and

WHEREAS, Fort Collins has the 6th largest volunteer rate of any mid-sized city in the country at 38%; and

WHEREAS, volunteers are vital to our future as a caring and productive nation.

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

NATIONAL VOLUNTEER MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City of Fort Collins this 18th day of April, 2023.

Mayor

ATTEST:

City Clerk



PROCLAMATION

WHEREAS, water is our most valuable natural resource; and

WHEREAS, Fort Collins tap water is critical to maintaining public health protection, economic vitality, fire protection, and quality of life; and

WHEREAS, for more than 35 years, the American Water Works Association (AWWA) and its members have celebrated Drinking Water Week – a unique opportunity for both water professionals and the communities they serve to join together to recognize the vital role water plays in our daily lives; and

WHEREAS, the City works diligently to guarantee that the drinking water leaving the Water Treatment Facility is safe to drink and meets all federal and state standards, and contributes to a successful community through low mortality rates, economic growth and diversity, productivity and public safety; and

WHEREAS, in addition to the drinking water being safe, Fort Collins Utilities is proud to treat and produce water that is both safe and aesthetically pleasing, it needs to taste and smell good and be of the highest quality; and

WHEREAS, we are all stewards of the water infrastructure upon which future generations depend; and

WHEREAS, each citizen of Fort Collins is called upon to help protect our source waters from pollution, to practice water conservation, and to get involved in local water issues.

NOW, THEREFORE, I, Jeni Arndt, Mayor of the City of Fort Collins, do hereby proclaim May 7-13, 2023, as

DRINKING WATER WEEK

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City of Fort Collins this 18th day of April, 2023.

Mayor

ATTEST:

City Clerk



PROCLAMATION

WHEREAS, Mental Health Awareness Month has been observed since 1949 to raise awareness of mental health conditions and the importance of mental health; and

WHEREAS, nearly 58 million American adults, more than 1 in 5, live with a mental illness; and

WHEREAS, nearly 1 in 3 youth with major depression do not receive any mental health treatment, even in states with the greatest access; and

WHEREAS, Colorado ranks 37th out of 51 states with a higher prevalence of mental health issues and lower rates of access to care for adults and youth; and

WHEREAS, in 2021, 42% of high school students experienced persistent feelings of sadness or hopelessness with 18% of students making a suicide plan and 10% attempting suicide; and

WHEREAS, cost-effective and beneficial mental health systems of care must be expanded to meet the varying levels of care needed by the people being served; and

WHEREAS, reduction of stigma, broad outreach and effective prevention efforts of mental health conditions and substance use disorders help improve lives; and

WHEREAS, access to necessary medication, appropriate treatment, and responsive peer support helps prevent individuals from ending up in emergency rooms and jails; and

WHEREAS, people with lived experience of mental illness and/or substance use disorders get better, live in recovery, and provide invaluable knowledge of how to improve and transform systems of care and offer support to others struggling with mental illness and substance use.

NOW, THEREFORE, I, Jeni Arndt, Mayor of the City of Fort Collins, do hereby proclaim the month of May 2023 as

MENTAL HEALTH AWARENESS MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City of Fort Collins this 18th day of April, 2023.

Mayor

ATTEST:

City Clerk



AGENDA ITEM SUMMARY

City Council

STAFF

Anissa N. Hollingshead, City Clerk

SUBJECT

Consideration and Approval of the Minutes of the April 4, 2023 Regular Meeting.

EXECUTIVE SUMMARY

The purpose of this item is to approve the minutes of the April 4, 2023 regular meeting.

STAFF RECOMMENDATION

Staff recommends approval of the minutes.

ATTACHMENTS

1. Draft Minutes, April 4, 2023

April 4, 2023

COUNCIL OF THE CITY OF FORT COLLINS, COLORADO

Council-Manager Form of Government

Regular Meeting – 6:00 PM

PROCLAMATIONS & PRESENTATIONS
5:00 PM

A) PROCLAMATIONS AND PRESENTATIONS

- PP 1. Proclaiming April 2023 as Donate Life Month.
- PP 2. Proclaiming April 2023 as Fair Housing Month.
- PP 3. Proclaiming April 2023 as Sexual Assault Awareness Month.
- PP 4. Proclaiming April 2023 as Southwest Asian North African Heritage Month (SWANA).
- PP 5. Proclaiming April 22, 2023 as Earth Day.

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

REGULAR MEETING
6:00 PM

B) CALL MEETING TO ORDER

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

C) PLEDGE OF ALLEGIANCE

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

D) ROLL CALL

PRESENT

- Mayor Jeni Arndt
- Mayor Pro Tem Emily Francis
- Councilmember Susan Gutowsky
- Councilmember Julie Pignataro
- Councilmember Tricia Canonico
- Councilmember Shirley Peel (joined at 6:25 p.m.)
- Councilmember Kelly Ohlson

STAFF PRESENT

- City Manager Kelly DiMartino
- City Attorney Carrie Daggett
- City Clerk Anissa Hollingshead

CITY MANAGER'S AGENDA REVIEW

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

- There were no changes to the published agenda.
- All items on the consent agenda were recommended for approval.
- The items on the discussion agenda were reviewed.

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.)

Warren Snyder spoke regarding the importance of independent air quality and emissions monitoring in Fort Collins.

Evan Welch, Director of Associated Students of Colorado State University (ASCSU), spoke in support of changing the city's U+2 policy due to its negative impact on students and many other Fort Collins residents.

Charlie Williamson (they/them), Director of Diversity and Inclusion for ASCSU, spoke about challenges finding housing in Fort Collins and against the current discriminatory U+2 policy.

Nick DeSalvo, CSU Speaker of the Senate, spoke regarding all the great things that Fort Collins is known for as well as one of the most discriminatory housing policies in the nation, recommending placing a U+2 question on the ballot.

Rob Long, CSU senior, spoke about the impacts of U+2 on CSU students and requested the issue be placed on the ballot.

Mia Ritter, third year CSU student, spoke as an indigenous community member in support of changes to U+2 policies and spoke to her desire to be a loud advocate on behalf of students who also care deeply and are unable to take time away from work and classes to speak to Council.

Barbara Krupnik-Goldman spoke regarding oil and gas regulations in support of looking at putting a ban on oil and gas development at some point, perhaps 2025, and to request not passing the regulations currently before the Council until they are revised and strengthened.

Jorge Garcia, Director of Housing Security for ASCSU to talk about U+2 and the need to put something on the ballot or take some kind of action to make changes to the existing policies. He indicated students will be right back before Council on April 18 until something is put on the ballot.

Clerk's Note: Councilmember Shirley Peel joined the meeting on the dais at 6:25 p.m.

John McDonagh spoke about concerns with the current state of oil and gas regulations and inaccurate information provided by staff about the strength of the regulations coming before the Council at this time.

Susan Huse spoke about the poor air quality in Fort Collins and the need to do more in terms of oil and gas regulations to help address this.

Marcus Valdez, Director of Colorado Association of Realtors, spoke against the creation of a rental licensing program as unneeded and expensive. He cited figures showing only 1% of renters have filed a complaint in the last six years and cited the recommendation of the City's task force formed to review this issue not to implement a program.

Tom Tucker spoke as both a renter in Fort Collins and a property manager about the need for some changes to a proposed rental housing program, including to allow an appeal process that involves entities that are not City employees.

Andrew Klooster, Colorado field advocate with Earth Works, spoke about bringing issues with Prospect Energy facilities into compliance and how this process has been repeating itself without a clear timeline or transparency of how decisions are made, as well as providing no ability for those living nearby to ensure there is accountability for pollution in their neighborhood.

Samuel Houghteling spoke regarding how proud he is of all the students who have shown up today, noting the absence of people under 50 in many of the Council's recent conversations regarding housing, as well as an absence of input from the academic world, and read research information about the impact of policy and local control in constraining new development in communities. He noted local control has not always been used for good.

Mayor Arndt noted Poudre Fire Authority Fire Chief Derek Bergsten was present and invited him to the dais to make an announcement about the need to keep aisles and doorways clear, noting there was space in the lobby for people to gather and monitors showing the meeting.

At 6:39 p.m., Mayor Arndt called for a 5-minute recess to allow time for people to resituate themselves. The meeting resumed at 6:42 p.m.

Benton Roesler, CSU master's student and past Director of Housing Security for ASCSU, provided post cards from CSU students as well as papers he wrote in prior classes finding the occupancy ordinance is discriminatory and spoke about public health and housing access, noting the requirements of state law prohibiting discrimination in housing and against U+2.

Adam Eggleston recognized this is Fair Housing Month and asked the Council to support Senate Bill 23-213, the Fair Housing Bill, which will essentially eliminate U+2 and provide more access for affordable housing, also encouraging the Council to work with other jurisdictions in this support. He also announced One Voice for Housing has launched a website for its coalition in advocacy of support for housing access.

Brad Tidd spoke as a mineral rights owner and the impact of changes that take food out of his family's mouth by prohibiting him from taking oil out of his property, noting the ability to extract oil cleanly and encouraged Council to consider the regular people who are adversely affected by sweeping rules.

Curt Schreiber, real estate broker, spoke about how when he was in college in Boulder, they were discussing housing policies to restrict housing and the impacts to increasing housing costs, noting a similar potential impact to rental housing in Fort Collins, if the rental housing program is implemented.

Candace McNear, spoke as a fourth generation Coloradoan and graduate of CSU currently living in Timnath whose husband owns an oil casing business in Greeley, noting Fort Collins is very different than it used to be and already has some of the strictest oil and gas laws in the United States, speaking to the financial impacts of getting rid of all oil and gas.

Lief Youngs spoke as a long-term Fort Collins resident against U+2, sharing a story from a teacher in Fort Collins who was able to buy a home early but who has many colleagues who are not able to live in the town and spoke in support of Senate Bill 23-213, encouraging the Council to support that bill.

Isaiah Dennings, senior at CSU and member of the ASCSU Supreme Court, spoke about housing and U+2 to encourage the Council to put this issue on the ballot, sharing his own challenges dealing with rental housing in Fort Collins as a student. He spoke about students organizing to be an ongoing constituency.

Rithik Correa, an international student at CSU, spoke to urge the Council to put U+2 on the ballot for both students and low-income families, sharing his own negative rental experiences in Fort Collins and how many students must spend more time working than studying.

Gabriella Lam, undergraduate student at CSU, spoke on behalf of low income and off campus students who are negatively impacted by policies like U+2, including herself in being priced out of living in Fort Collins and instead needing to live in Greeley, a 45-minute drive each way from campus. She asked the Council to either put U+2 on the ballot or support Senate Bill 23-213.

Scott D. Koskie, Fort Collins native and CSU engineering graduate, spoke about many booms, busts and changes in businesses that have been impacted by City policy and tax benefit packages, including decisions by businesses to leave the community due to tax rates, now occurring with residents as well.

Paul Anderson spoke about Fort Collins' unique status as a university town that requires policies that help neighborhoods thrive, including U+2 to protect family neighborhoods from for-profit vulture investors and to protect family units.

Sabrina Herrick spoke in support of repeal of U+2, noting being told that if 200 people showed up tonight there would be a motion to put this topic on the ballot. Herrick spoke about the racist nature of U+2 policies; and also noted some supporters voted for Councilmember pay increases to make those offices more accessible and will be looking to ensure Council seats are representative.

William Haire spoke in opposition to U+2, noting spending a majority of monthly income on housing, and how this is a privilege that many do not enjoy.

Dane Dinnsen, member of ASCSU, spoke regarding getting U+2 on the ballot due to the cost of living in Fort Collins requiring many, including faculty, to live outside the city, as well as many students to drop out of school or seek additional employment opportunities.

Marcus Zacarias, Chief Justice for ASCSU, spoke about the negative impacts of U+2 on many community members including himself, requiring holding multiple jobs and recognizing the need to live elsewhere after graduation.

Madeleine Kamberg Jennings spoke as a wife, mother and student at CSU in support of repealing U+2, finding the policy to be in conflict with both free-market capitalism and diversity, equity and inclusion.

Dan Dugal said he was here tonight like these students because he heard there was free beer and pizza and party afterwards, undoubtedly funded by unknown groups outside the city, and spoke about his experience as a student in the 90s and how now as someone in his 50s he wants more peace and quiet and having this law in place has made that possible.

Hanna McCaslin, a graduate student at CSU, spoke about how great it is to see all the students here to speak about their housing challenges and in support of placing U+2 on the ballot, sharing personal challenges with affording housing; and, also shared support for Senate Bill 23-213.

Doug Henderson spoke on behalf of the Larimer Alliance regarding the failures of City administration in public engagement regarding oil and gas regulations and the failure to draft more rigorous regulations.

Tim Gosar spoke about oil and gas regulations, noting Larimer County already went through a similar process a few years ago and asking why the City is now doing the same, expressing concerns about setbacks and encouraging more robust oil and gas regulations.

Jim Curry shared his family chose to relocate here from Houston, Texas, 16 years ago because it felt like a good fit and spoke against Senate Bill 23-213 as not a housing bill but rather as a control bill,

quoting Ronald Reagan in saying the nine words every American should fear is "I'm from the government, and I'm here to help."

Alayna Truxal, member of the ASCSU Supreme Court, spoke of the shock in initially discovering such a progressive city has such strict occupancy limits, and in learning about its history saw how it was shrouded in racism, classism and bigotry.

Madeleine Grigg spoke as a CSU staff member and career educator against U+2 and in support of students who want to design more inclusive and equitable systems for themselves and the community.

Henley Holland, senior at CSU, spoke about U+2 to request it be placed on the ballot so the community can show how they feel about it and its many implications, sharing experiences as a student with significant scholarships who still has to work two jobs to be able to afford housing.

Lorenzo Gomez, third year transfer student at CSU, spoke to encourage Council to immediately begin the process to place U+2 on the ballot in November.

Greg Vogel spoke to ask the Council to scrap the proposed rental housing program due to its potential to harm Fort Collins, noting how it is pushing landlords out of the business leading to a lack of rental supply and therefore higher rents.

Conner Dobson spoke on the U+2 housing law and its effects on the youth of Fort Collins and CSU students, speaking about knowing many others who quite literally cannot afford to do so, sharing personal knowledge about many residents who must violate the U+2 law because they have no other choice and cannot afford to pay for school, housing and other necessities.

Mike Vogel spoke as a Fort Collins resident since 2005, who has been investing in real estate since 2006, with concerns about the impacts on affordable housing on the proposed rental housing program and requesting Council vote against it.

Christopher Conway spoke about how the explicit goal of U+2 is to discriminate against certain people, specifically students, but noting this law also impacts many others beyond students now and is intrusive in asking who is related to whom and asked the Council to support Senate Bill 23-213.

Kell Winslow (he/him/they) requested the U+2 policy be placed on the ballot as a highly discriminatory policy.

Sara Tarr spoke to encourage rethinking oil and gas exploration in the state of Colorado, noting children and future generations are powerless in this issue and we must vote for them.

Alicia Barron, junior at CSU and deputy director of State Law and Policy with ASCSU, spoke in support of removing the U+2 policy due to the immense hardships it places on students seeking housing, noting friends are indeed family for many.

Kenneth Kinneer, CSU senior and ASCSU Director of Environmental Affairs, spoke in support of prioritizing increased regulations on oil and gas developments by implementing the recommendations outlined in the letter from the coalition of groups presented to the Council previously.

Kim Carracedo, senior at CSU and Speaker Pro Tempore of ASCSU, spoke as a first-generation student about the stress of the search for housing, asking the Council to follow in the steps of the state legislature in actions in support of housing access.

Haydyn Deason spoke about being at a loss for how anyone can oppose repealing U+2 as it is non-economically viable and is discriminatory, harming CSU as a primary driver of economic benefits in the community, with students at its core.

Joe Rounds spoke as a 25-year worker of the food industry against U+2 as a discriminatory ordinance.

Nickolas Shinn spoke as a college student at Front Range Community College on behalf of himself and his brother who is also a student, both of whom have different abilities that add to challenges with working and going to school to be able afford to move out of their parents' home without being able to have more roommates.

Logan LaPierre spoke as a CSU student against U+2 because of the challenges associated with finding housing, noting how the ordinance treats all students as the same and keeps a stranglehold on both students and as well as others in the community.

Dylan Chambers-Faust spoke as a Fort Collins resident who is not a student and is not planning to go anywhere and will continue to speak against things like U+2.

Kaelyn Swetala spoke to represent a lot of community members in supporting repealing U+2 because it is not working.

Erin Hottenstein spoke about another aspect of democracy and the upcoming Health District election on May 2nd as a special entity providing mental health and dental services as well as health insurance navigation and other services such as quitting smoking. Because this is a special election, it is necessary to request a ballot by going to healthdistrict.org or going to vote in person on May 2.

Justine spoke about three historic houses at the site of Alpine Dental on the 1700 block of South College that are threatened for demolition, sharing concern that these houses are historic but were not found as such by the Council despite being found eligible for historic designation and are now being demolished for a parking lot and shared other homes that have been demolished since the land development code was adopted.

Lennon Brooks spoke as a lifelong Fort Collins resident who loves this city and would like others to be able to experience it by eliminating U+2.

Braxton Deetz spoke as an on-campus resident at CSU who will be living off campus next year in support of repealing U+2, noting there is ample student involvement on this topic despite the lack of agency felt by many students, and spoke regarding potential concerns about the potential for overcrowded homes, acknowledging there may be options to increase occupancy limits rather than eliminating them.

Noah Winston, Ranger with Colorado Parks and Wildlife in support of housing equity by getting rid of U+2 and the need to take active measures to replace housing that could have been part of preserved open space by increasing density and the limits now in place under U+2.

Sarah Latempleo spoke as a concerned citizen deeply alarmed about climate change to urge the strongest possible oil and gas regulations, urging the Council if these regulations are passed as is, not to become complacent and to continue pursuing future additional regulations; then also spoke to support the repeal of U+2.

Ron Herkstroeter spoke as one of four generations of Colorado ranchers and resident of Fort Collins since 1964 noting doing Uber and Lyft to supplement supporting himself and urged Council to consider the ramifications of additional regulations on oil and gas and the impacts on businesses, as well as to the cost of oil and gas.

Kevin Caffrey spoke with appreciation for the concerns being raised around U+2, then expressed concerns with increased fracking and the permission of setbacks that will impact quality of life just as U+2 does as well, providing examples of neighbors who work in oil and gas but live in Fort Collins instead of Weld County because of quality-of-life concerns.

Alejandra Major, an associate director with the American Petroleum Institute (API) Colorado, expressed gratitude to City staff for their work on this topic and expressed concerns API Colorado

desires to see addressed prior to final adoption, noting currently proposed regulations would leave virtually no land on which oil and gas activities can occur.

Jason Knebel spoke about the lack of representation received by the current Council and noted it is not necessary to wait until November to get new representatives due to the availability of recall provisions that can be pursued now.

James Burtis spoke as a non-student community member living one block from campus with a family in support of placing U+2 on the November ballot.

Public comment concluded at 8:16 p.m.

H) PUBLIC COMMENT FOLLOW-UP

Mayor Pro Tem Emily Francis thanked everyone for coming out tonight and noted Council has a work session on occupancy regulations on May 9.

Councilmember Julie Pignataro also thanked everyone for speaking tonight, noting how it is good to see new faces coming out.

Councilmember Tricia Canonico added her appreciation for the level of participation tonight and thanked ASCSU for providing tonight's dinner.

Councilmember Kelly Ohlson thanked everyone for coming tonight and stated he was looking forward to seeing some of these same faces in a few weeks at an upcoming roundtable on campus.

Mayor Arndt noted the upcoming work session on occupancy is well timed as the legislature will be adjourned then and we will have a better sense of whether the current proposed housing legislation has been enacted.

Clerk's Note: Mayor Arndt called for a 10-minute recess at 8:19 p.m. The meeting resumed at 8:32 p.m.

I) COUNCILMEMBER REMOVAL OF ITEMS FROM CONSENT CALENDAR FOR DISCUSSION

None.

J) CONSENT CALENDAR

1. Consideration and Approval of the Minutes of the March 21, 2023 Regular Meeting.

The purpose of this item is to approve the minutes of the March 21, 2023, Regular meeting.

Approved.

2. Second Reading of Ordinance No. 032, 2023, Authorizing the Release of Restrictive Covenants on Property at 1947 Phia Way Developed by Fort Collins Habitat for Humanity.

This Ordinance, unanimously adopted on First Reading on March 7, 2023, obtains authorization from Council to release the Agreement of Restrictive Covenants Affecting Real Property on the single-family home located at 1947 Phia Way, which was developed by Fort Collins Habitat for Humanity. The development of this home was initially assisted with funding from the Department of Housing and Urban Development (HUD). At the time of completion, the project no longer met the HUD requirements, triggering a HUD mandated repayment of the funds and cancellation of the project.

Adopted on Second Reading.

3. **Second Reading of Ordinance No. 033, 2023, Extending the Moratorium on Certain Activities of State Interest Designated in Ordinance No. 122, 2021.**

This Ordinance, unanimously adopted on First Reading on March 7, 2023, extends the length of a moratorium previously imposed through Ordinance No. 122, 2021, and further extended with Ordinance No. 139, 2022, on two designated activities of state interest. The proposed Ordinance extends the length of the existing moratorium for three months beyond March 31, 2022, or until City Council adopts guidelines for the administration of the two designated activities. Extending the moratorium allows staff to reengage with stakeholders and develop policy decision points for Council's consideration along with first reading of the version-three 1041 regulations, May 2, 2023.

Adopted on Second Reading.

4. **Second Reading of Ordinance No. 034, 2023, Making Supplemental Appropriations from the Colorado Water Conservation Board Grant and Water Fund Reserves and Authorizing Transfers of Appropriations for the Water Efficiency Plan Update.**

This Ordinance, unanimously adopted on First Reading on March 7, 2023, updates the City's Water Efficiency Plan by end of 2024 by:

- *Appropriating \$160,000 of unanticipated grant revenue, awarded by the Colorado Water Conservation Board, to the Water Fund*
- *Appropriating \$65,795 from the Water Fund reserves*
- *Utilizing matching funds in the amount of \$126,705 from existing 2023 appropriations into this new grant project*

Adopted on Second Reading.

5. **Second Reading of Ordinance No. 035, 2023, Authorizing the City Manager to Execute Agreements, Conveyances, and Other Documents to Incorporate the Spring Cañon Waste Way Ditch.**

This Ordinance, unanimously adopted on First Reading on March 7, 2023, approves the City's conveyance of its 2/12ths fractional ownership of the Spring Cañon Waste Way Ditch (Ditch) to a newly formed and incorporated Spring Cañon Wasteway Ditch Company (Ditch Company), and thereby receive 2/12ths share of the Ditch Company. This item would also authorize the City Manager to execute related agreements needed to form the Ditch Company. This administrative restructuring of the Ditch and water right ownership will allow for a variety of efficiencies including easier shareholder transfers, providing a single point of contact, and improving coordination of Ditch maintenance.

Adopted on Second Reading.

6. **Second Reading of Ordinance No. 036, 2023, Appropriating Prior Year Reserves and Authorizing Transfers of Appropriations in Multiple Utility Funds for the Purchase of Vendor Services to Support a Major Upgrade to the Utilities Billing System.**

This Ordinance, unanimously adopted on First Reading on March 21, 2023, appropriates from reserves in the Light & Power, Water, Wastewater and Stormwater enterprise funds. The use of these reserves is necessary to implement a modern Utility Customer Information System – Customer Self Service Portal (CIS-CX) Solution. These funds are being requested to maintain project momentum as the City completes the selection of a solution partner and prepares to contract for professional services. This proposed appropriation will allow the City to secure CIS-CX project management and solution quality assurance services through go-live, provide legal

review of professional services contracts, and provide funding to hire contractual staff throughout the implementation.

The total amount being recommended for appropriation is \$4,250,000 as detailed in the background section.

Implementation Project Management and Quality Assurance	\$1,500,000
Contract Review and Counsel	\$ 100,000
Contractual Implementation Staffing	<u>\$2,650,000</u>
Total	\$4,250,000

Once the full solution scope with the City’s preferred vendor is negotiated, another appropriation will be requested for the direct solution costs including licensing and hardware.

Adopted on Second Reading.

- 7. **Second Reading of Ordinance No. 037, 2023, Appropriating Prior Year Reserves in the General Fund for Cultural Development and Programming Activities, Tourism Programming, and Convention and Visitor Program Services.**

This Ordinance, unanimously adopted on First Reading on March 21, 2023, appropriates \$598,668 of which \$261,527 is proposed for Cultural Development and Programming Activities (Fort Fund), \$169,624 is proposed for Tourism Programming (Fort Fund), and \$167,517 is proposed for Convention and Visitors Bureau from a combination of 2022 Lodging Tax collections and Prior Year Reserves (unspent appropriations) in the General Fund Lodging Tax Reserves.

Lodging taxes are annually collected by the City of Fort Collins for Cultural Development and Tourism programming activities. Anticipated revenue is projected through each Budgeting for Outcomes (BFO) cycle and then adjusted annually as needed based on final actual collections. For 2022, total Lodging Tax revenues collected came in \$239,310 above projected collections.

Adopted on Second Reading.

- 8. **Second Reading of Ordinance No. 038, 2023, Authorizing the City Manager to Accept a Grant Award and Comply with the Terms of the Grant and Making Supplemental Appropriations and Authorizing Transfers for the Xeriscape Incentive Program.**

This Ordinance, unanimously adopted on First Reading on March 21, 2023, supports businesses, homeowner associations (“HOAs”) and other commercial properties pursuing costly landscape projects that reduce water use long-term through the Xeriscape Incentive Program by utilizing: (1) \$75,000 in grant funds from the Bureau of Reclamation and (2) \$75,000 in matching funds from existing 2023 appropriations. This item would also authorize the City Manager or their designee to accept the grant award and comply with the terms of the grant application and award.

Adopted on Second Reading.

9. **Second Reading of Ordinance No. 039, 2023, Making Supplemental Appropriations, Appropriating Prior Year Reserves and Authorizing Transfers of Appropriations for the Timberline Mulberry Lincoln Intersection Project and Related Art in Public Places.**

This Ordinance, unanimously adopted on First Reading on March 21, 2023, enables the City to receive and expend Colorado Department of Transportation (CDOT) funds and to appropriate development payment-in-lieu funds for the Timberline Mulberry Lincoln Intersection Project (the Project). The funds will be used for design, right-of-way acquisition, and construction of improvements at the intersection of Timberline Road, Mulberry Street, and Lincoln Avenue. If approved, the item will: (1) authorize the Mayor to execute an Intergovernmental Agreement for the Project with CDOT; (2) appropriate \$1,523,915 of Highway Safety Improvement Program (HSIP) grant funds for the Project; (3) appropriate \$23,651 from the Capital Funds Reserve received in 2020 as a development payment-in-lieu contributed to this Project by an adjacent development; and (4) appropriate \$237 (1% of the development payment-in-lieu amount) to the Art in Public Places Program.

Adopted on Second Reading.

10. **Second Reading of Ordinance No. 040, 2023, Appropriating Prior Year Reserves and Authorizing Transfers of Appropriations for the Childcare Space Modifications at the Northside Aztlan Community Center and Related Art in Public Places.**

This Ordinance, unanimously adopted on First Reading on March 21, 2023, appropriates \$260,000 from the Recreation Reserve to close the funding gap on the Childcare Space Modifications at Northside Aztlan Community Center and transfer 1% of the applicable construction costs to Art in Public Places.

Adopted on Second Reading.

11. **Second Reading of Ordinance No. 041, 2023, Reappropriating Funds Previously Appropriated in 2022 But Not Expended and Not Encumbered in 2022.**

This Ordinance, unanimously adopted on First Reading on March 21, 2023, reappropriates monies in 2023 that were previously authorized by City Council for expenditure in 2022 for various purposes. The authorized expenditures were not spent or could not be encumbered in 2022 because:

- *There was not sufficient time to complete bidding in 2022 and therefore, there was no known vendor or binding contract as required to expend or encumber the monies; or*
- *The project for which the dollars were originally appropriated by Council could not be completed during 2022 and reappropriation of those dollars is necessary for completion of the project in 2023.*

Additionally, there may have been sufficient unspent dollars previously appropriated in 2022 to carry on programs, services, and facility improvements in 2023 for those specific purposes.

In the above circumstances, the unexpended and/or unencumbered monies lapsed into individual fund balances at the end of 2022 and reflect no change in Council policies.

Adopted on Second Reading.

12. **Second Reading of Ordinance No. 042, 2023, Making Supplemental Appropriations from Lease Financing Proceeds and Appropriating Prior Year Reserves for the Purchase of Vacant Land at the Former Hughes Stadium Site.**

This Ordinance, unanimously adopted on First Reading on March 21, 2023, is an appropriation to purchase the land of the former Hughes Stadium.

Adopted on Second Reading.

13. **Second Reading of Ordinance No. 043, 2023, Adopting the Vision Zero Action Plan as a Component of City Plan.**

This Ordinance, unanimously adopted on First Reading on March 21, 2023, adopts the Vision Zero Action Plan.

Adopted on Second Reading.

14. **Items Related to Election Code Changes.**

A. Second Reading of Ordinance No. 044, 2023, Amending Chapter 7 of the Code of the City of Fort Collins Relating to the Conduct of the City's Regular Municipal Election.

B. Second Reading of Ordinance No. 045, 2023, Amending Chapter 7 of the Code of the City of Fort Collins Relating to Candidacy in a Municipal Election.

C. Second Reading of Ordinance No. 046, 2023, Amending Chapter 7 of the Code of the City of Fort Collins Relating to Financial Disclosure Requirements.

These Ordinances, unanimously adopted on First Reading on March 21, 2023, adopt changes to City Code required by the approval of Fort Collins voters to move the City's regular municipal election from April to November in odd-numbered years.

Specific changes proposed include: clarifying election administration provisions applying to City run elections and the applicability of State law to coordinated elections, establishing that regular municipal elections will be coordinated with the County unless the Council provides otherwise, adapting deadlines for filing for office to align with the requirements of the Uniform Election Code, and updating the timing for filing financial disclosures to align with the timing of regular municipal elections.

Adopted all Ordinances on Second Reading

15. **First Reading of Ordinance No. 047, 2023, Authorizing Transfers of Appropriations for the Renovation of the Carnegie Center for Creativity.**

The purpose of this item is to transfer \$2,400,000 appropriated in the Cultural Services & Facilities Fund to the Capital Projects Fund.

Adopted on First Reading.

16. **First Reading of Ordinance No. 048, 2023, Authorizing the City Manager to Accept a Grant Award and Comply with the Terms of a Grant from the Colorado Water Conservation Board, Making Supplemental Appropriations in the Water Fund and Authorizing Transfers from the Water Fund, for the Xeriscape Incentive Program.**

The purpose of this item is to support businesses, homeowner associations, other commercial properties, and residential properties pursuing costly landscape projects that reduce water use long-term through the Xeriscape Incentive Program by:

- *Appropriating \$100,000 of unanticipated grant revenue, awarded by the Colorado Water Conservation Board, to the Water Fund;*
- *Appropriating \$65,890 from the Water Fund reserves; and*
- *Utilizing matching funds in the amount of \$57,220 from existing 2023 appropriations into this new grant project.*

This item would also authorize the City Manager or their designee to accept the grant award and comply with the terms of the grant application and award.

Adopted on First Reading.

17. **Items Relating to the Thompson Thrift Spaulding Addition Annexation.**

A. Resolution 2023-031 Setting Forth Findings of Fact and Determinations Regarding the Thompson Thrift Spaulding Addition Annexation.

B. Public Hearing and First Reading of Ordinance No. 049, 2023, Annexing the Property Known as the Thompson Thrift Spaulding Addition Annexation to the City of Fort Collins, Colorado.

The purpose of this item is to annex a 3.743-acre property located off Terry Lake Road/Highway 1 on Spaulding Lane, closest to the Spaulding Lane and Valley View Lane intersection. A specific project development plan proposal is not included with the annexation application. The Initiating Resolution was adopted by City Council on February 21, 2023. A separate related item to amend the Zoning Map and classify for zoning purposes the annexed property is presented as the next item on this Agenda.

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 Resolution and Ordinance on First Reading.

18. **Public Hearing and First Reading of Ordinance No. 050, 2023, Amending the Zoning Map of the City of Fort Collins and Classifying for Zoning Purposes the Property Included in the Thompson Thrift Spaulding Addition Annexation to the City of Fort Collins and Approving Corresponding Changes to the Residential Neighborhood Sign District Map and Lighting Context Area Map.**

The purpose of this item is to zone the property included in the Thompson Thrift Spaulding Addition Annexation into the Low Density Mixed-Use (L-M-N) zone district and place the property into the LC1 Lighting Context Area.

This item is a quasi-judicial matter and if it is considered on the discussion agenda it will be considered in accordance with the procedures described in Section 1(d) of the Council's Rules of Meeting Procedures adopted in Resolution 2015-091.

Adopted on First Reading.

19. Items Relating to the Carpenter and Timberline Intersection Project.

A. Resolution 2023-032 Authorizing the Execution of an Intergovernmental Agreement Between the City of Fort Collins and the State of Colorado Department of Transportation for the Carpenter and Timberline Intersection Project.

B. First Reading of Ordinance No. 051, 2023, Making Supplemental Appropriations for the Carpenter and Timberline Intersection Project.

The purpose of this item is to enable the City to receive and expend Federal and Colorado Department of Transportation (CDOT) funds for the Carpenter and Timberline Intersection Project (the Project). The funds will be used for design and construction of improvements at the intersection of Carpenter Road and Timberline Road. If approved, the item will: (1) authorize the Mayor to execute an Intergovernmental Agreement (IGA) for the Project with CDOT; and (2) appropriate \$696,285 of Highway Safety Improvement Program (HSIP) grant funds for the Project. This Project will not appropriate any money to Art in Public Places Program as the Project is 100% federally funded.

Adopted Resolution and Ordinance on First Reading.

20. Items Relating to the Repeal and Reenactment of Certain Ordinances.

A. First Reading of Ordinance No. 052, 2023, Repealing Ordinance No. 024, 2023, and Appropriating Philanthropic Revenue Received by City Give for Fort Collins Police Services for the Safe Futures Initiative.

B. First Reading of Ordinance No. 053, 2023, Repealing Ordinance No. 025, 2023, and Appropriating Prior Year Reserves and Unanticipated Revenue from Philanthropic Donations Received Through City Give for Various Programs and Services as Designated by the Donors.

C. First Reading of Ordinance No. 054, 2023, Repealing Ordinance No. 027, 2023, and Amending Chapter 12, Article II and Chapter 15, Article XV of the Code of the City of Fort Collins to Allow for the Establishment of a City Waste Collection Program and Generally Updating Provisions of the Code Governing Waste Collection Within the City.

D. First Reading of Ordinance No. 055, 2023, Repealing Ordinance No. 028, 2023, and Authorizing the City Manager to Enter into a Contract for the Provision of Residential Waste Collection Services.

E. First Reading of Ordinance No. 056, 2023, Repealing Ordinance No. 029, 2023, and Appropriating Prior Year Reserves for Start-up Costs to Create a Contracted Residential Waste Collection Program.

F. First Reading of Ordinance No. 057, 2023, Repealing Ordinance No. 030, 2023, and Adopting the North College MAX BRT Plan as a Component of City Plan.

Due to a publication error, staff requests Council repeal and reenact each Ordinance as they were adopted on March 7, 2023.

Adopted all Ordinances on First Reading.

21. Resolution 2023-033 Terminating the Oil and Gas Operator Agreement between the City of Fort Collins and Prospect Energy.

The purpose of this item is to consider termination of the Oil and Gas Operator Agreement between the City and Prospect Energy, which was originally executed in 2013 and is eligible for termination in May 2023. This is recommended as the Operator Agreement is outdated and indicates that the operator is not required to go through the City's Development Review Process for approvals prior to modifications to existing sites.

Adopted.

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

A. Resolution 2023-034 Authorizing the Execution of an Intergovernmental Agreement between the City of Fort Collins, Colorado and the City of Loveland for FLEX Route Regional Transit Services.

B. Resolution 2023-035 Authorizing the Execution of an Intergovernmental Agreement between the City of Fort Collins, Colorado and the Town of Berthoud for FLEX Route Regional Transit Services.

C. Resolution 2023-036 Authorizing the Execution of an Intergovernmental Agreement between the City of Fort Collins, Colorado and the County of Boulder for FLEX Route Regional Transit Services.

D. Resolutions 2023-037 Authorizing the Execution of an Intergovernmental Agreement between the City of Fort Collins, Colorado and the City of Boulder for FLEX Route Regional Transit Services.

E. Resolution 2023-038 Authorizing the Execution of an Intergovernmental Agreement between the City of Fort Collins, Colorado and the City of Longmont for FLEX Route Regional Transit Services.

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

Adopted all Resolutions.

23. Resolution 2023-039 Making an Appointment to the General Employees Retirement Committee.

The purpose of this item is to fill a vacancy on the General Employee's Retirement Committee.

Adopted.

END OF CONSENT CALENDAR

Mayor Pro Tem Francis moved, seconded by Councilmember Pignataro, to approve the recommended actions on items 1-23 on the Consent Calendar.

The motion carried 7-0.

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

None.

L) STAFF REPORTS

None.

M) COUNCILMEMBER REPORTS

Councilmember Susan Gutowsky

- Attends behavioral health facility progress meeting every month, and it is on track to be finished in August with a move in date of September and first clients anticipated in December for this welcome addition to our community.
- This past Friday was the Transgender Day of Remembrance in Old Town Square, the event was fantastic, beautifully done and well presented as an opportunity for those present to read selected bills that have passed or proposed in every state in the US challenging the human rights of transgender individuals in our country.

Councilmember Shirley Peel

- Invited everyone to see her at a listening session on April 22 on Earth Day as part of the festivities that will be occurring that day in Civic Center Park.
- Recognized Mary Donaldson with the City Attorney's Office upon her retirement after 28 years last year.

Mayor Jeni Arndt

- Recognized City Manager Kelly DiMartino for being selected to participate in the Harvard Kennedy School Senior Executives in Local Government program this year, noting DiMartino also applied for and received the ICMA (International City/County Management Association) scholarship for Colorado to sponsor this attendance.
- Attended National League of Cities last week along with Councilmembers Peel, Canonico, and Gutowsky along with City Manager DiMartino and Deputy City Manager Marr. The time included successful lobbying visits on Capitol Hill during that time.

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

None.

CONSIDERATION OF ITEMS PLANNED FOR DISCUSSION**24. Second Reading of Ordinance No. 151, 2022, Amending the Land Use Code to Regulate Oil and Gas Facilities and Pipelines.**

This Ordinance, unanimously adopted on First Reading on December 20, 2022, updates the Land Use Code (LUC) to regulate new oil and gas facilities and pipelines within City limits. These regulations include zoning, setbacks, development standards and a process for development review which limits new Oil and Gas facilities to less than 1% of available land. Per new authority granted through Senate Bill 19-181, these local regulations exceed Colorado Oil and Gas Conservation Commission (COGCC) requirements related to surface oil and gas activities and are designed to ensure the protection of public health, safety, welfare, the environment, and wildlife resources.

Interim Planning Manager Clay Frickey introduced this item and turned the presentation over to Senior Environmental Planner Kirk Longstein. Planner Longstein presented as set forth in the slide deck in the agenda packet.

PUBLIC COMMENT

Kevin Cross, Fort Collins resident, spoke on behalf of the Fort Collins Sustainability Group in support of the recommendations provided in conjunction with the Larimer Alliance in a joint letter provided to the Council. Since the ordinance has not substantially changed since it was last before Council, he requested the ordinance be voted down and noted the ability for horizontal drilling to impact much more than 1% of the land in Fort Collins.

Ed Behan, Fort Collins resident and media and outreach consultant for the Larimer Alliance, spoke about the concerns that had been communicated about the current format of the regulations, noting if there is any sense that further provisions should be written into the Land Use Code regarding these regulations the ordinances should be voted down tonight.

Marty Anderson, Fort Collins resident who has worked in the energy generation business for over forty years, spoke about concerns for revenue streams and the potential impacts restrictions on oil and gas could have on those streams including for the Poudre School District. He noted he has listened to Air Quality Board discussions on this topic and how regulations will also increase costs. He asked why we are doing this when it is seeking regulation on something that isn't even happening?

Will Walters, Fort Collins resident, spoke in support of: 1) the staff recommendation to postpone code adoption and to schedule a work session, 2) more public engagement 3) wants setback to be 3,200 feet, as adopted in other locals, 4) relating to setback starting at walls, requested they be related to residential property lines and compared likeness to park setback regulations; and 5) that the proposed zoning and setback regulations are not sufficient; and, instead the City needs more comprehensive regulations and should be in line with the "Environmental Coalition" and other cities. He noted that our regulations in Colorado have led us to the most poisonous air in the Nation.

COUNCIL DISCUSSION

Councilmember Ohlson asked for an answer to the question about, "Why did we do walls, instead of residential property lines?" Longstein noted the 2,000-foot setbacks are based on a CDPHE (Colorado Department of Public Health and Environment) study that have used the building rather than the property boundaries. This was discussed at the Planning and Zoning meeting back in December and noted that moving to the property boundary would run out of the area that would be protected. If we went wider, would it essentially eliminate all areas? Yes, it would be more restrictive.

Mayor Arndt asked about setbacks in the Land Use Code and those operational standards, noting other places that are being referenced are all counties. Westminster did an IGA with their county. She asked if there are any other cities that have done their operational standards? Longstein noted that those cities that have their own standards have substantial oil and gas activities, such as Aurora.

- Councilmember Peel expressed thanks to the members of the Larimer Alliance who met with her as well as the representative from API as part of working to understand this issue. She indicated the letter from API seems to show their concerns have not been addressed. She noted she kept reading they were only allowed to regulate surface impacts. Senior Assistant City Attorney Brad Yatabe responded by noting there is a split jurisdiction that the Colorado Oil and Gas Conservation Commission (COGCC) it is true does have jurisdiction over some aspects. There are surface impacts and mitigation of the surface aspects of that. We are not regulating how those wells may be plugged, we are looking at the surface impacts instead.
- She asked why we can't align with COGCC rule 304 includes the alternative location analysis; and there is a list of criteria where that is required. Our code will always require an alternatives analysis when an application comes in as part of conceptual review for presentation at a neighborhood meeting prior to a full review.
- Are these going to regulate new national gas lines to residential developments? Longstein: These regulations do not require regulation of the provision of utilities. Yatabe: The intent behind these is to apply to both the extraction as a resource and not the delivery of the refined gas. The applicability is to oil and gas operations and the transport for the processing.
- Does the City's request for mapping create a security risk as claimed by API? Longstein: We can administratively create a process where that information that is protected by the Public Utility commission and other entities, we can administratively manage the protection of that information.
- Why is there a request to make a distinction between parcel and proposed location related to the notices? Longstein: Not having a clear location to send notices to – made the change that all notices will go to property owners and lease hold tenant and renters as part of the development application process.
- Was the 6-month reclamation changed whereas 12 was asserted to be more feasible? Longstein: If that's a change Council would like to see, we can make that change.
- Can you explain the City's capacity to enforce and monitor these regulations? Will it require a third-party consultant and how much City resources are involved? Longstein: That's a two-part question. After the site plan is approved, there are future work session conversations needed. Currently we do have zoning inspectors and other existing staff that are monitoring these site plans through our zoning inspection process and that is currently the way the enforcement of the approved site plan would work. Given we don't anticipate development applications, we would be able to use existing staff resources for that. What about plugging and abandoning wells? For that process we would be reviewing the appropriate forms and information as staff through zoning inspections and enforcement of the development standards.
- Can you explain the reason behind no variances? Longstein: Currently as it's written, modification of the setback standards is not allowed. This is included in response to stakeholder feedback. That is a potential decision point for Council.
- Because the tax revenue was brought up, did we even look at that? Do we know the possible impact to the City's tax revenue base? Are we foregoing potential revenue? Not understanding how that would fit into a new development application. We don't have that kind of data available tonight.

Mayor Arndt asked if the 2,000-foot setback is from the wall, what happens if you add on? Are there any restrictions to making changes to your home? The restrictions are for new applications. The reverse setbacks are one of the three work streams that are planned for returning to Council with.

Councilmember Ohlson asked about slide 11 and asked if the spots indicated as drillable areas if those happen to be City natural areas. Frickey indicated the portions west of Taft Hill are natural areas outside of the growth management area. Need to look up areas east of Taft Hill. Development standards do not apply to areas outside of the GMA.

Mayor Pro Team Francis asked if it was correct that there would be a delay if the Land Use Code updates were adopted tonight and directed staff to come back on further regulations. Longstein reviewed the decision points before the Council as outlined in the presentation documents. Adopting the Land Use Code standards tonight would not delay adoption of the operational standards.

Mayor Arndt addressed the concern that we should kill it tonight, and how that would speed anything up. Longstein indicated again that doing so would delay work on operational standards. Without adoption of these standards, it would go to the COGCC.

Councilmember Pignataro noted a lot of the environmental groups are advocating for doing things more like some specific cities named, such as Broomfield. She requested clarification on a statement from staff that our Land Use Code is different. Frickey responded about requirements for comprehensive development standards that already exist in the Fort Collins Land Use Code applying to a range of things that would be applied to these types of applications as well whereas other communities have specific requirements for oil and gas applications.

Pignataro asked again about timing – does delaying ‘A’ make ‘B’ slower than it would if ‘A’ was adopted tonight? Longstein stated that delaying ‘A’ would delay the time when work on ‘B’ would start, but the work on ‘B’ would take the same amount of time from whatever point it starts. Kelly DiMartino interjected with clarification that operational standards would be a new work stream. There is also a question around a new application requirement. If that were to be added to the code, that would have to be delayed tonight. The operational standards are a new body of work and therefore what you do tonight does not make that work take longer.

Mayor Arndt stated delaying action tonight would delay the implementation of setbacks and would result in applications going to COGCC. Pignataro: If we adopt this tonight, we could still make additional changes in the future? Longstein: Yes, in a future ordinance.

Ohlson stated a preference that these two streams would’ve come back together and stated his preference for our own operational agreements and had been inclined to vote no tonight because of that but is moving towards supporting this action tonight. If we discover some new things that are needed in the Land Use Code in the future, there is nothing that stops us from adding more to those at a future time. He stated a preference for a work session to discuss what kind of things we want to see what we’d like to pursue and examine our own operational framework.

Councilmember Gutowsky asked when we would be looking at the operational standards body of work. Longstein indicated that needs to be part of direction from Council. The intent to return on reverse setbacks that would be in the June or July timeframe and staff would then also be looking for guidance on sequencing and whether the work on operational standards should precede or follow that planned work.

Mayor Pro Team Francis asked if we need to provide additional direction on the new body of work around operational standards, potentially under other business. (Decision points from slide 6 in the presentation) – passing the code as presented would be electing not to make changes. Councilmember Peel stated she would like to amend the ordinance as it is before the Council now but does not see support from Council for doing so and therefore will likely vote no.

Councilmember Ohlson stated support for the language as presented on points one and two. Mayor Arndt concurred.

Mayor Pro Tem Francis moved, seconded by Councilmember Canonico, to adopt on second reading Ordinance No. 151, 2022.

The motion carried 6-1.

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

Nays: Councilmember Peel.

25. Items Relating to Rental Housing Program.

A. First Reading of Ordinance No. 058, 2023, Adopting a Rental Housing Program as an Implementation Action of the Housing Strategic Plan and the Our Climate Future Plan.

B. First Reading of Ordinance No. 059, 2023, Appropriating Prior Year Reserves in the General Fund for the Start Up Phase of the Rental Housing Program.

The purpose of this item is to consider the adoption of a Rental Housing Program that begins with registration and adds proactive rental inspections after one year of full implementation and to consider an off-cycle general fund appropriation in the amount of \$1.1 million over a 2-year period (\$421,583 in 2023 and \$669,500 in 2024) to support the start-up phase of the proposed program. The development of a Rental Housing Program implements policy direction in both the Housing Strategic Plan (2021) and the Our Climate Future Plan (2021):

- *Housing Strategic Plan, Strategy 20 – Explore the option of a mandated rental license/registry program for long-term rentals and pair with best practice rental regulations.*
- *Our Climate Future Plan, Strategy HAH6 – Explore the option of mandated rental licensing/rental registry with minimum standards for health, safety, stability, and efficiency.*

If adopted by Council, staff recommend that the proposed Rental Housing Program commence the start-up phase by Q1 2024. The period between adoption and start-up will be used to hire and train staff, implement new software, and conduct education and outreach with landlords, tenants, property managers, and others impacted by the Rental Housing Program.

Caryn Champine introduced this item and introduced neighborhood Services Manager Marcy Yoder and Housing Manager Meaghan Overton to present as set forth in the slide deck in the agenda packet.

PUBLIC COMMENT

Adam Eggleston spoke against the proposed program, stating concerns with underestimating the costs of this program and expressed concern with not having an understanding of what the problem is that is being sought to be addressed.

Joe Rowan challenged the Council to provide staff with better direction and to take time to think this through before adopting something with so much left to be determined, including what success looks like.

Arpi Miller spoke as someone who works with ISAAC (Interfaith Solidarity and Accompaniment Coalition) of Northern Colorado, an organization working with low-income tenants as well as low-income landlords with concerns about the impacts of this potential program.

Amber Kelley, owner of 24 units in town, spoke about her love for her tenants and the challenges with all the regulations at multiple levels of government and how these are leading her down the path to need to sell her units or raise rents.

Don Dunn spoke as a native of Fort Collins and 20-year property manager and owner asking the Council to rethink this ordinance, asking what the intent is of this ordinance. He indicated tenants speaking earlier tonight were not fearful of their landlords but rather of increased rents and government regulations. He indicated he estimates the costs of this will raise rents by 20% in 2 years.

Rich Lockwood identified himself as a landlord and indicated his property managers do their own inspections every time someone moves out. He indicated he has some long-term tenants, for 17 and 20 years, and had kept his rents flat during COVID and tries to be good, both because it makes him feel good and supplements his retirement. All these costs are going to be put on the tenant.

Michael Hansen shared the experience his children have been having with their rental program in Boulder, which was provided as a model for what staff is looking at. Both his children have rented over occupied properties or properties without permits in Boulder with other issues that are not being adhered to, with out-of-town property owners who are immune to enforcement efforts.

Madeleine Kamberg Jennings spoke about how this topic relates to U+2 as well, and how making things more difficult for landlords and tenants alike will waste time and money.

Crystal (no last name given) spoke as a senior at CSU to offer perspective from working with homeless shelters in Fort Collins on how homelessness is a major issue in the city and the need to focus on affordable housing rather than measures like this that will increase rents.

Laurie Pasricha who works with Fuerza Latina shared concern with the inevitability of rent increases if this is adopted. A better focus would be on better outreach to communicate with residents across the city about existing protections already in place and managing inspections from a complaint-based system. Also, proposing proactive inspections only on repeat offenders.

COUNCIL DISCUSSION

Councilmember Canonico thanked everyone for coming out and speaking on this issue. She asked if we have any information on tenant consequences for low-income residents from any peer communities that have implemented similar programs. The discussion in this area from the February work session was reviewed regarding analysis of potential outcomes, showing what could be possible from a program at its most effective versus its least effective.

Mayor Pro Tem Francis asked how the state warrant of habitability is enforced. Assistant City Attorney Holly Coulehan provided information about the process of making such a complaint to the state through an identified legal process. Francis followed up clarifying this is why the City has established its own complaint process. City building official Marcus Coldiron provided details on how the City responds to complaints with the enforcement remedies available, including fine-based enforcement action. The proposed program does also include potential civil and criminal infractions.

Mayor Pro Tem Francis stated concerns with how to resolve what is a challenging issue, noting it is difficult to know how big of an issue this is without doing inspections. She asked if we did education and outreach around the City's complaint-based system. Staff indicated some outreach and education was done.

Councilmember Ohlson stated his support for rental licensing, and how even in this form of registration is still a no brainer for supporting our goals and expectations to ensure habitability. He stated a lack of understanding of how this increases rent, unless properties are not habitable and stated support for additional measures to help support these standards, including low interest loans and other measures for needed fixes. There is no requirement for units to be brought up to 2023 building codes.

Mayor Arndt expressed concerns that the costs involved with starting this new program are not justified, especially when full costs are undetermined. She stated she is unable to support this program and has not heard from stakeholders who do.

Councilmember Pignataro asked why owner-occupied rentals are not excluded from this program. Yoder indicated that is to avoid creating a loophole that would allow the purchase of property that is placed in the name of a college student, for instance, and then have it used as a rental property.

Councilmember Pignataro indicated her concern with not having data to make decisions at this point, and asked if there is an off ramp during the first year of this program as inspections begin and data does start to come in. Yoder indicated staff will be returning to Council with that data and Council would have the ability to make shifts to the program based on that information.

In response to a question from Councilmember Gutowsky about the status of the implementation of software, Yoder indicated estimates have been obtained and additional staff is needed to move forward with this.

There was discussion around the cost estimates for the program and whether it is underestimated. Marcy Yoder provided more detailed information about how the cost estimates were developed and the factors going into those estimates. As part of these discussions, there was consideration of not charging registration fees initially and covering costs that would have been offset by registration fees could instead be covered by the general fund. It was also clarified that there is an initial ramp-up period being proposed prior to the point where registration starts. Good data will likely be available in December of 2024. Registrations would be slated to kick off at the beginning of 2024 with the expectation of having all of them complete by the end of 2024.

Councilmember Peel asked about the legality of entering a renter's home and if we do anticipate running into an issue with entering homes. Holly Coulehan indicated leases typically include provisions that require allowing access with reasonable notice. This was indicated as something that more information could be provided at second reading about what kind of recourse would exist if tenants did not allow access.

Councilmember Pignataro moved, seconded by Councilmember Ohlson, to adopt on first reading Ordinance No. 058, 2023.

There was a request for clarification on what was being voted on for adoption. It was clarified what is included in Ordinance No. 058 represents what was presented to Council as option 2 at the last work session this topic was discussed at.

The motion carried 4-3.

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

Nays: Mayor Arndt and Councilmembers Peel and Canonico.

Councilmember Pignataro moved, seconded by Councilmember Ohlson, to adopt on first reading Ordinance No. 059, 2023.

Mayor Arndt reiterated her concerns regarding making an appropriation with undetermined amounts included.

The motion carried 4-3.

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

Nays: Mayor Arndt and Councilmembers Peel and Canonico.

26. **Items Relating to the Repeal and Reenactment of Certain Ordinances.**

A. *First Reading of Ordinance No. 060, 2023, Repealing Ordinance No. 026, 2023, and Appropriating Philanthropic Revenue Received Through City Give for The Gardens on Spring Creek for General Operations as Designated by the Donor.*

B. *First Reading of Ordinance No. 061, 2023, Repealing Ordinance No. 031, 2023, and Appropriating Prior Year Reserves for a Capital Contribution of \$1,000,000 for Construction of a New Public Terminal Facility at the Northern Colorado Regional Airport.*

Due to a publication error, staff requests Council repeal and reenact each Ordinance as they were adopted on March 7, 2023. These Ordinances were placed on discussion because the votes adopting these items originally were not unanimous.

There was no staff presentation and no public comment on this item.

Councilmember Ohlson indicated although he initially voted against Ordinance No. 026, 2023, he would be voting in favor of Ordinance No. 060, 2023, since its action is purely procedural, and he was able to voice his concerns initially.

Mayor Pro Tem Francis moved, seconded by Councilmember Pignataro, to adopt on first reading Ordinance No. 060, 2023.

The motion carried 7-0.

Mayor Pro Tem Francis moved, seconded by Councilmember Pignataro, to adopt on first reading Ordinance No. 061, 2023.

The motion carried 5-2.

Ayes: Mayor Arndt and Councilmembers Gutowsky, Pignataro, Canonico, and Peel.

Nays: Mayor Pro Tem Francis and Councilmember Ohlson.

27. **Items Relating to a City-Initiated Charter Amendment Regarding Making Candidate Qualifications Comport with the State Constitution.**

A. *Possible Public Hearing and Motion(s) Regarding Protest(s) of Ballot Language.*

B. *First Reading of Ordinance No. 062, 2023, Submitting to a Vote of the Registered Electors of the City of Fort Collins Proposed Amendments to Article II of the City Charter Conforming the Limits on Holding Council Office to the Limits in the Colorado Constitution Applicable to Those With Disqualifying Felony Convictions.*

The purpose of this item is to set the ballot language regarding making candidate qualifications comport with the Colorado Constitution.

Any protest of the proposed ballot language must be received no later than Monday, April 3, 2023, at noon. Protest(s) shall be heard, considered, and resolved by the Council prior to adoption of the related Ordinance. If protests are received, copies will be included in Council's "Read Before the Meeting" packet.

City Clerk Anissa Hollingshead provided a brief verbal report on the purpose of this item. There was no public comment.

Mayor Pro Tem Francis moved, seconded by Councilmember Pignataro, to adopt on first reading Ordinance No. 062, 2023.

The motion carried 7-0.

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.)

Councilmember Pignataro brought up interest in initiating another work stream associated with oil and gas regulations, including the potential to develop operational standards. There was consensus from Council for staff to proceed with this work.

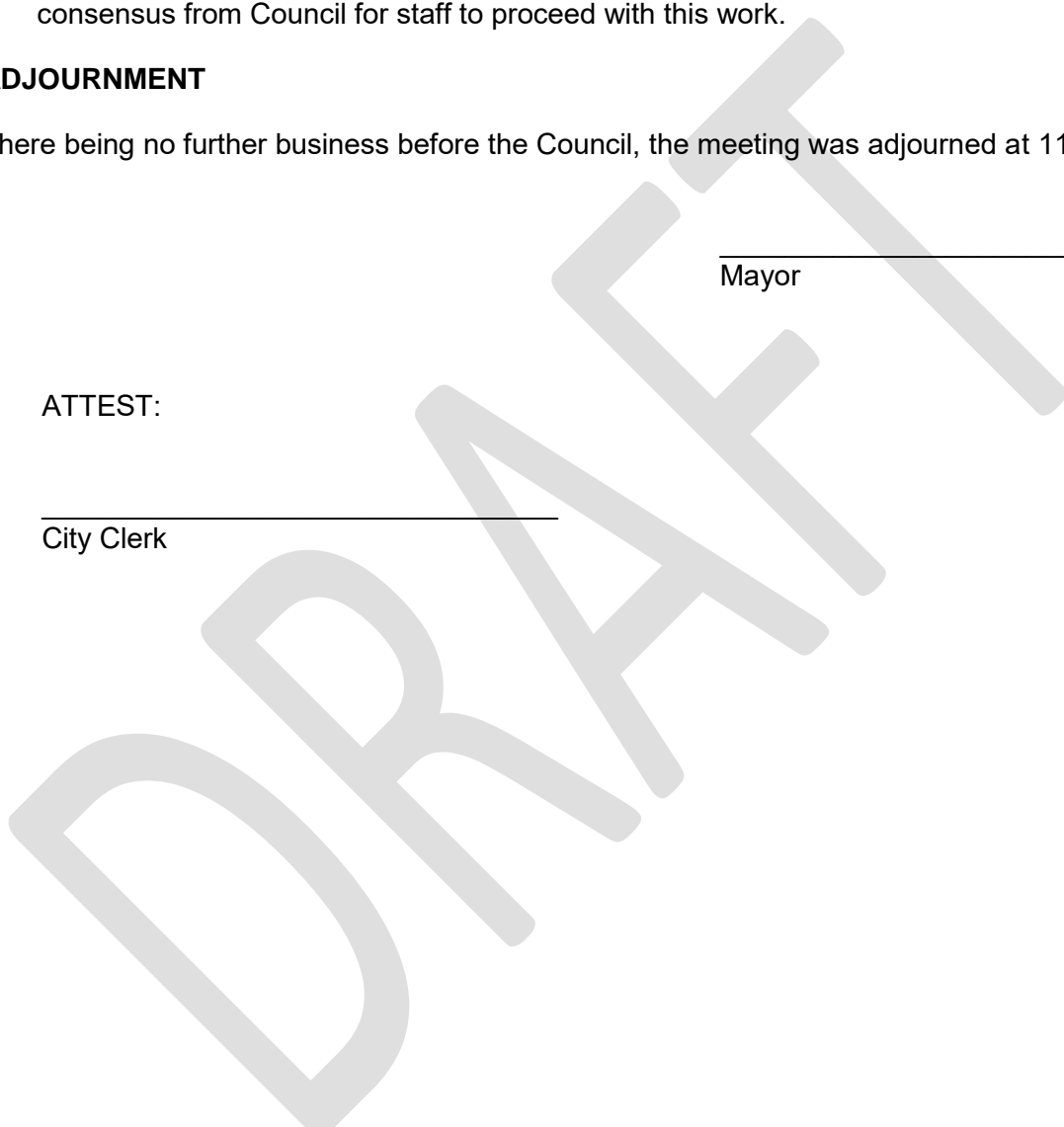
Q) ADJOURNMENT

There being no further business before the Council, the meeting was adjourned at 11:25 p.m.

Mayor

ATTEST:

City Clerk





AGENDA ITEM SUMMARY

City Council

STAFF

Kerri Ishmael, Senior Analyst, Grant Administration
Ted Hewitt, Legal

SUBJECT

Second Reading of Ordinance No. 047, 2023, Authorizing Transfers of Appropriations for the Renovation of the Carnegie Center for Creativity.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on April 4, 2023, is to transfer \$2,400,000 appropriated in the Cultural Services & Facilities Fund to the Capital Projects Fund.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

BACKGROUND / DISCUSSION

The Carnegie Center for Creativity (CCC) is presently undergoing renovation, with City funds appropriated in the CCC renovation project within the Capital Projects Fund.

In late 2022, Cultural Services was awarded \$2,400,000 from the State of Colorado through the Colorado Creative Industries Office. By Ordinance No. 013, 2023 (attached) the \$2,400,000 was appropriated in the Cultural Services & Facilities Fund, with designation that such appropriation of funds not lapse until the expenditure of all funds received from the State of Colorado. To date, none of the \$2,400,000 has been spent for allowable CCC renovation activities.

Renovation of the CCC is being funded by the \$2,400,000 grant award from the State of Colorado and per the Community Capital Improvement Program (CCIP) ballot measure. City funds have been appropriated in the CCC renovation project within the Capital Projects Fund. To ensure that all expenses for the CCC renovation, regardless of funding source, are accounted for collectively as part of the CCC renovation project, the \$2,400,000 from the State of Colorado appropriated in the Cultural Services & Facilities Fund per Ordinance No. 013, 2023, should be transferred to the CCC renovation project within the Capital Projects Fund.

CITY FINANCIAL IMPACTS

The \$2,400,000 in resources for the CCC renovation appropriated in the Cultural Services & Facilities Fund will be transferred to the CCC renovation project within the Capital Projects Fund.

Item 2.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

N/A

PUBLIC OUTREACH

N/A

ATTACHMENTS

First Reading attachments not included.

1. Ordinance for Consideration

ORDINANCE NO. 047, 2023
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AUTHORIZING TRANSFERS OF APPROPRIATIONS FOR THE RENOVATION OF THE
CARNEGIE CENTER FOR CREATIVITY

WHEREAS, in late 2022, the City of Fort Collins was awarded \$2,400,000 from the State of Colorado through the Colorado Creative Industries Office to renovate the Carnegie Center for Creativity (the “Grant”); and

WHEREAS, through Ordinance No. 013 adopted February 21, 2023, the City Council appropriated the Grant funds in the Cultural Services & Facilities Fund and designated the Grant as an appropriation that shall not lapse at the end of the 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; and

WHEREAS, to date, none of the \$2,400,000 Grant funds have been expended; and

WHEREAS, to ensure that all expenses for the Carnegie Center for Creativity renovation, regardless of funding source, are accounted for collectively as part of the CCC renovation project, the \$2,400,000 from the State of Colorado appropriated in the Cultural Services & Facilities Fund per Ordinance No. 013, 2023, should be transferred to the CCC renovation project within the Capital Projects Fund; and

WHEREAS, 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; and

WHEREAS, the City Manager has recommended the transfer of \$2,400,000 from the Cultural Services and Facilities Fund to the Capital Projects Fund and determined that the purpose for which the transferred funds are to be expended remains unchanged.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That the unexpended and unencumbered appropriated amount of TWO MILLION FOUR HUNDRED THOUSAND DOLLARS (\$2,400,000) is authorized for transfer from the Cultural Services and Facilities Fund to the Capital Projects Fund and appropriated therein to be expended for the renovation of the Carnegie Center for Creativity.

Section 3. That the appropriation herein for the Community Revitalization Grant from the State of Colorado and Carnegie Center for Creativity renovation 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 or 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, and ordered published this 4th day of April, 2023, and to be presented for final passage on the 18th day of April, 2023.

Mayor

ATTEST:

City Clerk

Passed and adopted on final reading on the 18th day of April, 2023.

Mayor

ATTEST:

City Clerk



AGENDA ITEM SUMMARY

City Council

STAFF

Katie Collins, Water Conservation Specialist
Kerri Ishmael, Senior Analyst, Grant Administration
Eric Potyondy, Legal

SUBJECT

Second Reading of Ordinance No. 048, 2023, Authorizing the City Manager to Accept a Grant Award and Comply with the Terms of a Grant From the Colorado Water Conservation Board, Making Supplemental Appropriations in the Water Fund and Authorizing Transfers from the Water Fund, for the Xeriscape Incentive Program.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on April 4, 2023, supports businesses, homeowner associations, other commercial properties, and residential properties pursuing costly landscape projects that reduce water use long-term through the Xeriscape Incentive Program by:

- Appropriating \$100,000 of unanticipated grant revenue, awarded by the Colorado Water Conservation Board, to the Water Fund;
- Appropriating \$65,890 from the Water Fund reserves; and
- Utilizing matching funds in the amount of \$57,220 from existing 2023 appropriations into this new grant project.

This item would also authorize the City Manager or their designee to accept the grant award and comply with the terms of the grant application and award.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

BACKGROUND / DISCUSSION

The Xeriscape Incentive Program (XIP) supports Fort Collins Utilities (Utilities) water customers by providing funding for landscape retrofit projects that reduce outdoor water use long-term. The typical existing landscape in Fort Collins is made up mostly of bluegrass, which, on average, requires 15-18 gallons of supplemental irrigation water per square foot of area, per growing season. Reducing the total amount of bluegrass on a property along with reconfiguring irrigation systems may cut a property's landscape water requirement by 30% or more, but retrofit projects are costly. XIP is one tool that reduces barriers to landscape conversions by providing rebates to customers - residential customers up to \$1,000 and commercial customers up to \$15,000 – for outdoor retrofit projects. More information about the

Xeriscape Incentive Program can be found here: [Xeriscape Incentive Program \(XIP\) - City of Fort Collins \(fcgov.com\)](https://www.fcgov.com/xeriscape).

Reducing outdoor water use is one of several effective water demand management tools identified in the Fort Collins Water Efficiency Plan. Through XIP, Utilities has been offering rebates to residential water customers since 2016 and to commercial water customers since 2020. Since 2016, over 400 landscape projects across 27 acres of Fort Collins have been supported by XIP – 390 projects on residential properties and 24 projects on commercial properties. The interest in landscape retrofit projects continues to grow as evidenced by the growing number of program participants.

The Colorado Water Conservation Board (CWCB) recently awarded a Water Plan Grant to Utilities (see attached meeting minutes) to support the XIP in relation to Utilities water customers for landscape retrofit projects on both commercial and residential properties that support reducing water use long-term. The award was based on total project costs of \$223,110, with the CWCB providing \$100,000 in funds and the remaining \$123,110 being provided by Fort Collins Utilities as grant match. Total project costs (\$223,110) pertain to funding for landscape retrofit projects.

As indicated in the Budget and Schedule for the Water Plan Grant (see attachment), both the CWCB and Utilities will share costs for the landscape retrofit projects on both commercial and residential properties on a cost basis of 44.8/55.2%, respectively. The basis for rebate amounts to Utilities water customers is based on program guidelines as developed by Utilities for the XIP. The period of performance a/k/a project period for such landscape retrofit projects is from May 2023 through May 1, 2028.

The grant award does not require execution of a post-award agreement. In this type of grant, the City would need to comply with the terms of the grant application and award upon accepting the grant and drawing the grant funds. City staff recommends that Council authorize the City Manager or their designee to accept the grant and comply with the terms of the grant application and award.

CITY FINANCIAL IMPACTS

This item appropriates \$165,890 in project costs for landscape retrofit projects completed on both commercial and residential properties of Utilities water customers from:

- \$100,000 in unanticipated grant revenue
- \$65,890 in Water Fund reserves to be used towards the required matching funds

Additionally, required matching funds in the amount of \$57,220 have already been appropriated in the 2023 Water Fund in the Water Conservation operating budget. The total project cost is \$223,110.

This grant from CWCB is a reimbursement type grant, meaning Water Fund expenses will be reimbursed up to \$100,000.

ATTACHMENTS

First Reading attachments not included.

1. Ordinance for Consideration
2. Exhibit A to Ordinance

ORDINANCE NO. 048, 2023
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AUTHORIZING THE CITY MANAGER TO ACCEPT A GRANT AWARD AND COMPLY
WITH THE TERMS OF A GRANT FROM THE COLORADO WATER CONSERVATION
BOARD, MAKING SUPPLEMENTAL APPROPRIATIONS IN THE WATER FUND AND
AUTHORIZING TRANSFERS FROM THE WATER FUND,
FOR THE XERISCAPE INCENTIVE PROGRAM

WHEREAS, the City owns and operates Fort Collins Utilities (“Utilities”), which includes a water utility that provides water to customers in its service area; and

WHEREAS, water conservation and efficiency is a tool Utilities uses, primarily through the Utilities Water Conservation Division, to manage and reduce the demand for water service by Utilities customers, which is beneficial to the City, the water utility, and its ratepayers by, among other reasons, reducing demand on water supplies and helping to ensure that the demand for water does not exceed supplies; and

WHEREAS, Utilities has developed the Xeriscape Incentive Program (“Program”) to support customers seeking to transform their largescale landscapes to use less water from Utilities, such as those of homeowners’ associations and commercial customers; and

WHEREAS, the Colorado Water Conservation Board (also, “CWCB”) provides grants to water conservation programs; and

WHEREAS, such grants can provide significant funding for the Program, allowing it to expand beyond the scale that would otherwise be supported; and

WHEREAS, Utilities applied for such a grant, with the application attached hereto as Exhibit “A”; and

WHEREAS, the CWCB awarded Utilities such a grant for \$100,000 for the Program; and

WHEREAS, the grant requires \$123,110 in “matching funds” from the City, of which \$57,220 have already been appropriated in the 2023 Water Fund in the Water Conservation operating budget, and of which the remaining \$65,890 in Water Fund reserves is appropriated herein; and

WHEREAS, this appropriation benefits public health, safety and welfare of the citizens of Fort Collins and serves the public purpose of water conservation and efficiency, as discussed above; and

WHEREAS, 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; and

WHEREAS, the City Manager has recommended the appropriation described herein and determined that this appropriation is available and previously unappropriated from the Water Fund and 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; and

WHEREAS, 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; and

WHEREAS, the City Manager has recommended the transfer of \$57,220 from the Water Conservation operating budget in the Water Fund to the Xeriscape Incentive Program in the Water Fund to meet, in part, the City's required match under the grant with the CWCB for the Xeriscape Incentive Program Expansion project; and

WHEREAS, 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 such funds for expenditure as may be available from reserves accumulated in prior years, notwithstanding that such reserves were not previously appropriated; and

WHEREAS, the City Manager has recommended the appropriation described herein and determined that this appropriation is available and previously unappropriated from the Water Fund and 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; and

WHEREAS, 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, 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; and

WHEREAS, the City Council wishes to designate the appropriation herein from the Colorado Water Conservation Board 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.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That there is hereby appropriated from new revenue or other funds in the Water Fund the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000) to be expended in the Water Fund for the Xeriscape Incentive Program.

Section 3. That the unexpended and unencumbered appropriated amount of FIFTY-SEVEN THOUSAND TWO HUNDRED TWENTY DOLLARS (\$57,220) is authorized for transfer from the Water Conservation operating budget in the Water Fund to the Xeriscape Incentive Program in the Water Fund and appropriated therein to be expended for the Xeriscape Incentive Program Expansion project, with period of performance from May 1, 2023 through May 1, 2028.

Section 4. That there is hereby appropriated from prior year reserves in the Water Fund the sum of SIXTY-FIVE THOUSAND EIGHT HUNDRED NINETY DOLLARS (\$65,890) to be expended in the Water Fund for the Xeriscape Incentive Program Expansion project, with period of performance from May 1, 2023, through May 1, 2028.

Section 5. That the appropriation herein from the Colorado Water Conservation Board 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 6. That the City Council authorizes the City Manager or their designee to accept the grant and comply with the terms of the grant application and award.

Introduced, considered favorably on first reading, and ordered published this 4th day of April 2023, and to be presented for final passage on the 18th day of April, 2023.

Mayor

ATTEST:

City Clerk

Passed and adopted on final reading on the 18th day of April, 2023.

Mayor

ATTEST:

City Clerk

Colorado Water Conservation Board

Water Plan

Water Project Summary	
Name of Applicant	Fort Collins Utilities
Name of Water Project	Xeriscape Incentive Program Expansion
Grant Request Amount	\$100,000.00
Primary Category	\$100,000.00
<i>Conservation & Land Use Planning</i>	
Total Applicant Match	\$123,110.00
Applicant Cash Match	\$123,110.00
Applicant In-Kind Match	\$0.00
Total Other Sources of Funding	\$0.00
Total Project Cost	\$223,110.00

Applicant & Grantee Information	
Name of Grantee: Fort Collins Utilities	
Mailing Address: 222 Laporte Ave Fort Collins CO 80521	
FEIN: 846,000,587	
Organization Contact: Katie Collins	
Position/Title: Water Conservation Coordinator	Email: kcollins@fcgov.com
Phone: kcollins@fcgov.com	
Organization Contact - Alternate: Kelsey Doan	
Position/Title:	Email: kdoan@fcgov.com
Phone: 970-416-2410	
Grant Management Contact: Katie Collins	
Position/Title: Water Conservation Coordinator	Email: kcollins@fcgov.com
Phone: kcollins@fcgov.com	
Grant Management Contact - Alternate: Kelsey Doan	
Position/Title:	Email: kdoan@fcgov.com
Phone: 970-416-2410	

Description of Grantee/Applicant

Fort Collins Utilities (Utilities) is a municipal utility located in Fort Collins, Colorado, 65 miles north of Denver. Utilities serves about 35,500 water customers and delivers an average of 24,000 acre-feet per year.

Type of Eligible Entity

Public (Government)
 Public (District)
 Public (Municipality)

Item 3.

Ditch Company

- Private Incorporated
- Private Individual, Partnership, or Sole Proprietor
- Non-governmental Organization
- Covered Entity
- Other

Category of Water Project

- Agricultural Projects
Developing communications materials that specifically work with and educate the agricultural community on headwater restoration, identifying the state of the science of this type of work to assist agricultural users among others.
- Conservation & Land Use Planning
Activities and projects that implement long-term strategies for conservation, land use, and drought planning.
- Engagement & Innovation Activities
Activities and projects that support water education, outreach, and innovation efforts. Please fill out the Supplemental Application on the website.
- Watershed Restoration & Recreation
Projects that promote watershed health, environmental health, and recreation.
- Water Storage & Supply
Projects that facilitate the development of additional storage, artificial aquifer recharge, and dredging existing reservoirs to restore the reservoirs' full decreed capacity and Multi-beneficial projects and those projects identified in basin implementation plans to address the water supply and demand gap.

Location of Water Project

Latitude 40.585258
 Longitude -105.084419
 Lat Long Flag
 Water Source Utilities' water sources are the Poudre River and the Colorado-Big Thompson (C-BT) Project. We divert an average of 11,300 acre-feet from the Poudre and own 18,855 units of CB-T water.
 Basins Colorado; South Platte
 Counties
 Districts

Water Project Overview

Major Water Use Type Municipal
 Type of Water Project Education
 Scheduled Start Date - Design 7/1/2022
 Scheduled Start Date - Construction
 Description
 Fort Collins Utilities requests \$100,000 to expand the Xeriscape Incentive Program (XIP), a turf- replacement rebate program for residential and commercial water customers. All grant money will go directly to eligible Utilities customers in the form of rebates.

Measurable Results

Item 3.

- New Storage Created (acre-feet)
- New Annual Water Supplies Developed or Conserved (acre-feet), Consumptive or Nonconsumptive
- Existing Storage Preserved or Enhanced (acre-feet)
- New Storage Created (acre-feet)
- Length of Stream Restored or Protected (linear feet)
- Efficiency Savings (dollars/year)
- 4 Efficiency Savings (acre-feet/year)
- Area of Restored or Preserved Habitat (acres)
- Quantity of Water Shared through Alternative Transfer Mechanisms or water sharing agreement (acre-feet)
- Number of Coloradans Impacted by Incorporating Water-Saving Actions into Land Use Planning
- Number of Coloradans Impacted by Engagement Activity

Other

3.9 AF/Year is the anticipated water savings based on the minimum square feet of approximately 189,000 square feet that may be funded by the total program amount (\$223k) multiplied by the average water savings per square foot of area converted. Staff used the average savings calculated for residential projects of 6.8 gallons per square foot of area converted. There is more project data for residential projects, therefore a higher confidence of accuracy.

Water Project Justification

Colorado's Water Plan

The program supports the following statewide long-term goals outlined on page 6-59 in Chapter 6.3 of the Colorado Water Plan (CWP):

- Reduce overall future water needs through cost-effective water efficiency measures

The wall-to-wall turf aesthetic so commonly found on residential and commercial properties throughout Fort Collins does not fit the Colorado climate. Conversion of these spaces to drought resilient, low-water use landscapes will reduce future water needs and enhance urban landscapes with biodiversity and examples of Colorado-wise landscapes. Through analysis of past residential projects, we estimate an average savings of 6.8 gallons per square foot of area converted. Spending all funds available for rebates results in a minimum project transformation area of approximately 189,000 square feet, reducing total water use by no less than 1.3 million gallons annually (3.9 acre-feet/year). We anticipate additional savings knowing the average project size typically exceeds maximum rebate-able area. The Xeriscape Incentive Program (XIP) currently costs the Utility \$166 per 1,000 gallons saved, not including staff time. We anticipate staff time decreasing for this program as the it grows and more program efficiencies are established, making it even more cost effective.

- Promote water efficiency ethic throughout Colorado

The XIP Expansion promotes water efficiency ethic by supporting long-term landscape changes that reduce water use, increase resiliency to future climate conditions and act as demonstration sites to encourage water conservation. Word of mouth is increasingly becoming our number one marketing tool for this program. Projects funded by XIP are showcased in several ways such as photos on City websites, signs in project areas, a self-guided garden tour, one-time presentations requested by HOAs and other organizations, and individuals and groups working on the landscapes themselves, spreading the word as people walk by. The more projects Fort Collins Utilities (Utilities) supports, the more interest grows for water-wise landscapes. Additionally, earmarking a portion of funding for municipal projects encourages City-owned properties to get caught up with overdue water-wise landscape conversions and to be an example for the community.

The program supports the following action outlined on page 6-73 in Chapter 6.3 of CWP:

- Strengthen partnerships: The CWCB will create or renew partnerships between the CWCB and the following groups to reach water conservation goals:
 - (a) Local water providers and local governments to implement water conservation programs to the benefit their water systems

Utilities has an engaged customer base with a demonstrated need and interest in landscape transformation. Lessons learned from the current and past programs have helped staff determine what resources and support customers need to be successful while concurrently optimizing staff time. By partnering with CWCB through the grant process, the XIP Expansion helps Utilities address customer needs, supports the Fort Collins city council xeriscape priority, and advances two of the five areas of opportunity outlined in Utilities' Water Efficiency Plan (WEP): (1) promote and support greater outdoor water efficiency (2) expand commercial and industrial strategies. Additional benefits to the Utilities' water system include increased drought resiliency and lower peak demand.

The program supports the following actionable objective outlined on page 9-53 in Chapter 9.5 of CWP:

- Colorado's Water Plan provides technical and financial and assistance for high-quality, balanced, and grassroots water education and outreach efforts that inform Coloradans about the issues so that they may engage in determining Colorado's water future.

The XIP Expansion aligns with the CWP goal to increase water education. XIP is set up to engage customers in the "Seven Principles of Xeriscape" by incentivizing education and planning as the first steps in a project. Since 2016, staff have dedicated more than 300 in-class hours educating over 950 residential account holders through free classes on the topics of water sources, efficient landscape watering, and landscape and irrigation design considerations. In 2018, subject matter experts on staff began offering one-on-one appointments specific to irrigation, design, and native plants. The result has been higher quality designs and installations and more efficient irrigation retrofits. These efforts also address the fifth goal outlined in Utilities' WEP to increase community water literacy.

Commercial project participants are encouraged to work with certified landscape contractors to provide short-term and long-term water and landscape management plans that promote successful establishment. Utilities refers landscape contractors certified by the Irrigation Association and National Association of Landscape Professionals to encourage high-quality installations.

To help keep water use in check, Utilities provides all water users with tools to keep track of their own water use via the MyWater (WaterSmart Software) portal, including residential water budgets, leak alerts and access to AMI/billing data, plus customized water budgets for commercial customers through the Landscape Water Budget program.

The program supports the following actionable objectives outlined on page 10-5 in Chapter 10.2 of CWP:

- Supply-Demand Gap: Colorado's Water Plan sets a measurable objective of reducing the projected 2050 municipal and industrial (M&I) gap from as much as 560,000 acre-feet to zero acre-feet by 2030.

Colorado's water population is expected to double by 2050, thereby doubling the expected use in M&I. Even with passive conservation programs (e.g., fixture replacements), active conservation programs are necessary to address the gap. The XIP Expansion will help close the gap in the M&I sector by decreasing outdoor water use through conversion to water efficient urban landscapes, while also creating resources that encourage successful future landscape transformations throughout the state. While there are many established residential and commercial programs in Colorado, Utilities' XIP has long served as a resource to developing and existing

Item 3. Teams, and program managers.

- Conservation: Colorado's Water Plan sets a measurable objective to achieve 400,000 acre-feet of municipal and industrial water conservation by 2050.

Savings from the XIP Expansion will contribute directly to CWP's water conservation goal of saving 400,000 acre-feet by 2050 with an estimated annual reduction in water demand of 3.9 acre-feet for projects funded with the help of this grant. Projects that have received funding through XIP in the past are already contributing to water conservation goals. Water-use analysis of program participants show residents save an average of 6.8 gallons per square foot of area converted post-establishment, annually.* Since 2016, staff estimates XIP projects have contributed to a total of 17 million gallons in water savings, and counting. **

*Gallons saved per square foot based on analysis of actual water use across residential and commercial projects. AMI data was used.

**Based on a cumulative total through 2021 of estimated water savings at 6.8 gallons per square foot of area converted multiplied by area converted in a given project year. 2016 has six years of cumulative savings, 2017 has five years, and so on.

Related Studies

Fort Collins is one of the case studies in this publication and is a good example of a multi-source funded program. It supports CWCB's effort to provide information for future turf replacement programs in light of House Bill 22-1151.

- Financing the Future: How to Pay for Turf Replacement in Colorado
https://westernresourceadvocates.org/wp-content/uploads/2022/04/2022_0427_UTILITYTURFREPLACEMENT_FINAL.PDF

Fort Collins Xeriscape Incentive Program was a case study for this report:

- Alliance for Water Efficiency Landscape Transformation Study: 2018 Analytics Report.
https://www.allianceforwaterefficiency.org/sites/www.allianceforwaterefficiency.org/files/assets/LT_Analytics_Report.pdf

The Northern Water Grant is another local grant available to Utilities commercial water customers. Customers often leverage one funding source as match funding to secure funding from the other. This is especially helpful for participants who don't have the capital to do a project.

- Northern Water Conservancy Water-Efficient Landscape Grant and Landscape Consultation programs:
<http://www.northernwater.org/docs/WaterConservation/Northern%20Water%20grant%20program%20fact%20sheet.pdf>

Taxpayer Bill of Rights

As a public government entity, the Fort Collins Utilities complies with all state laws and regulations. Any funds obtained by this grant would be placed in the Utilities enterprise fund and would not be subject to TABOR restrictions.

State of Colorado Purchase Order Terms and Conditions

1. **Offer/Acceptance.** This Purchase Order, together with these terms and conditions (including, if applicable, Addendum 1: Additional Terms and Conditions for Information Technology, below), and any other attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference (collectively the "PO") shall represent the entire and exclusive agreement between the State and the Vendor. If this PO refers to Vendor's bid or proposal, this PO is an ACCEPTANCE of Vendor's OFFER TO SELL in accordance with the terms and conditions of this PO. If a bid or proposal is not referenced, this PO is an OFFER TO BUY, subject to Vendor's acceptance, demonstrated by Vendor's performance or written acceptance of this PO. Any COUNTER-OFFER TO SELL automatically CANCELS this PO, unless a change order accepting the counter-offer is issued in accordance with §4 accepting a counter-offer. The State shall not be responsible or liable for goods or services delivered or performed prior to issuance of this PO.
2. **Order of Precedence.** In the event of a conflict or inconsistency within this PO, such conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority: (a) the Purchase Order document; (b) these Terms and Conditions (including, if applicable, Addendum 1: Additional Terms and Conditions for Information Technology below); and (c) any attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference. Any terms and conditions included on Vendor's forms or invoices not included in this PO are void.
3. **Safety Information.** All chemicals, equipment, and materials proposed or used in the performance of this PO shall conform to the requirements of the Occupational Safety and Health Act of 1970. Vendor shall furnish all Material Safety Data Sheets (MSDS) for any regulated chemicals, equipment, or hazardous materials at the time of delivery.
4. **Changes.** Vendor shall furnish goods or services in strict accordance with the specifications and price set forth for each item. This PO shall not be modified, superseded or otherwise altered, except in writing signed by the State and accepted by Vendor. If this PO is for goods only and Vendor has not delivered the goods prior to the expiration of this PO, but Vendor delivers all of the goods to the State only after expiration of this PO, then the State, in its sole discretion, may accept the goods under this PO by extending this PO and delivering the modification to Vendor; however, regardless of anything to the contrary, if the State does not extend this PO for any reason then the goods delivered after expiration of this PO shall be deemed rejected, Vendor shall arrange the return of all delivered goods at Vendor's sole expense, and the State shall have no liability for any such goods.
5. **Delivery.** Unless otherwise specified in this PO, delivery shall be FOB destination, freight prepaid and allowed. The State is relying on the promised delivery date and any installation or service performance set forth in this PO as material and basic to the State's acceptance. If Vendor fails to deliver or perform as and when promised, the State, in its sole discretion, may cancel its order, or any part thereof, without prejudice to its other rights, return all or part of any shipment so made, and charge Vendor with any loss or expense sustained as a result of such failure to deliver or perform as promised. Time is of the essence.
6. **Rights to Materials.** *[Not Applicable to POs issued either in whole or in part for Information Technology, as defined in CRS § 24-37.5-102(2); which shall be governed by Addendum 1 §B.]* Unless specifically stated otherwise in this PO, all materials, including without limitation supplies, equipment, documents, content, information, or other material of any type, whether tangible or intangible (collectively "Materials"), furnished by the State to Vendor or delivered by Vendor to the State in performance of its obligations under this PO shall be the exclusive property of the State. Vendor shall return or deliver all Materials to the State upon completion or termination of this PO.
7. **Reporting.** If Vendor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this PO or may affect Vendor's ability to perform its obligations under this PO, Vendor shall, within

Item 3. 45 days after being served, notify the State of such action and deliver copies of such pleading or document to the State. Vendor 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 PO. The State may impose any remedies available, which may include, without limitation, suspension or debarment.

8. **Conflicts of Interest.** Vendor acknowledges that with respect to this PO, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Vendor shall refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of Vendor's obligations to the State hereunder. If a conflict or appearance of a conflict of interest exists, or if Vendor is uncertain as to such, Vendor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction with respect to the actual or apparent conflict constitutes a breach of this PO. Vendor acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Vendor further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this PO.

9. **Warranties.** All provisions and remedies of the Colorado Uniform Commercial Code, CRS, Title 4 ("UCC"), relating to implied or express warranties for goods are incorporated herein, in addition to any warranties contained in this PO.

10. **Inspection and Acceptance.** The State's final acceptance of goods or services is contingent upon completion of all applicable inspection procedures. All goods delivered shall be newly manufactured and the current model, unless otherwise specified. The State shall have the right to inspect goods or services provided under this PO at all reasonable times and places. The State shall be the sole judge in determining "equals" with regard to conformance with the specifications outlined in this PO for quality, price, and performance. If any of the goods or services do not conform to this PO, the State, at its sole discretion, may require Vendor to either **(a)** replace the goods specified by the State or **(b)** perform the services again, without additional payment from the State. When defects in the quality or quantity of goods or services cannot be corrected by replacement or re-performance, the State may **(c)** require Vendor to take necessary action to ensure that future performance conforms to this PO and **(d)** equitably reduce the payment due Vendor to reflect the reduced value of the goods or services performed. These remedies do not limit the remedies otherwise available in this PO, at law, or in equity.

11. **Taxes.** The State is exempt from federal excise taxes and from State and local sales and use taxes. The State shall not be liable for the payment of any excise, sales, or use taxes imposed on Vendor. A tax exemption certificate will be made available upon Vendor's request.

12. **Payment.** The State shall not pay Vendor any amount for performance under this PO in excess of the Document Total set forth on the Purchase Order document. The State shall pay Vendor for all amounts due within 45 days after the State's receipt of goods or services and acceptance of a correct invoice of amount due. Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to the State's obligation to pay all or a portion of the amount due. Vendor shall invoice the State separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate. The State may benefit from any early payment discount offered by Vendor by making payment within the timeframes required by Vendor to be eligible for such discount. If Vendor offers an early payment discount, then the discount shall be shown on Vendor's invoices to the State, and if the State makes payment on the invoice within the time frame for the discount, Vendor shall either **(a)** accept the payment amount less the appropriate discount or **(b)** refund the discount back to the State. Except as specifically agreed in this PO, Vendor

Item 3. be solely responsible for all costs, expenses, and other charges it incurs in connection with its performance under this PO.

13. **Assignment.** Vendor's rights and obligations under this PO shall not be transferred or assigned without the prior, written consent of the State and execution of a new PO. Any attempt at assignment or transfer without such consent and new PO shall be void. Any new PO approved by the State shall be subject to the same terms and conditions as those set forth in this PO.

14. **Subcontracts.** Unless otherwise specified in this PO, Vendor shall not enter into any subcontract in connection with its obligations under this PO without the prior, written approval of the State. Vendor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Vendor in connection with this PO shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this PO.

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

16. **Survival of Certain PO Terms.** Any provision of this PO that imposes an obligation on a party after termination or expiration of this PO shall survive the termination or expiration of this PO and shall be enforceable by the other party.

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

18. **Waiver.** A party's failure or delay in exercising any right, power, or privilege under this PO, 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.

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

20. **Notice.** All notices given under this PO shall be in writing, and shall be delivered to the contacts for each party listed on the Purchase Order document. Either party may change its contact or contact information by notice submitted in writing to the other party without a formal modification to this PO.

21. **Insurance.** Except as otherwise specifically stated in this PO, Vendor shall obtain and maintain insurance as specified in this section at all times during the term of this PO: **(a)** workers' compensation insurance as required by state statute, and employers' liability insurance covering all Vendor employees acting within the course and scope of their employment; **(b)** Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: \$1,000,000

Item 3. occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed operations aggregate; and \$50,000 any one fire; and **(c)** Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit. If Vendor will or may have access to any protected information, then Vendor shall also obtain and maintain insurance covering loss and disclosure of protected information and claims based on alleged violations of privacy right through improper use and disclosure of protected information with limits of \$1,000,000 each occurrence and \$1,000,000 general aggregate at all times during the term of this PO. Additional insurance may be required as provided elsewhere in this PO. All insurance policies required by this PO shall be issued by insurance companies with an AM Best rating of A-VIII or better. This insurance requirement shall not apply if this PO is solely for goods, as determined by the State, unless specifically stated otherwise in this PO or any attachment or exhibit to this PO. If Vendor is a public agency within the meaning of the Colorado Governmental Immunity Act, then this section shall not apply and Vendor shall instead comply with the Colorado Governmental Immunity Act. The State shall be named as additional insured on all commercial general liability policies required of Vendor. All insurance policies secured or maintained by Vendor in relation to this Purchase Order shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Vendor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

22. Termination Prior to Vendor Acceptance. If Vendor has not begun performance under this PO, the State may cancel this PO by providing written notice to the Vendor.

23. Termination for Cause. **(a)** If Vendor refuses or fails to timely and properly perform any of its obligations under this PO with such diligence as will ensure its completion within the time specified in this PO, the State may notify Vendor in writing of non-performance and, if not corrected by Vendor within the time specified in the notice, terminate Vendor's right to proceed with this PO or such part thereof as to which there has been delay or a failure. Vendor shall continue performance of this PO to the extent not terminated. **(b)** Vendor shall be liable for excess costs incurred by the State in procuring similar goods or services and the State may withhold such amounts as the State deems necessary. **(c)** If after rejection, revocation, or other termination of Vendor's right to proceed under the UCC or this clause, the State determines for any reason that Vendor was not in default or the delay was excusable, the rights and obligations of the State and Vendor shall be the same as if the notice of termination had been issued pursuant to termination under **§24**.

24. Termination in Public Interest. The State is entering into this PO for the purpose of carrying out the public interest of the State, as determined by its Governor, General Assembly, or Courts. If this PO ceases to further the public interest of the State as determined by its Governor, General Assembly, or Courts, the State, in its sole discretion, may terminate this PO in whole or in part and such termination shall not be deemed to be a breach of the State's obligations hereunder. This section shall not apply to a termination for cause, which shall be governed by **§23**. A determination that this PO should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. The State shall give written notice of termination to Vendor specifying the part of this PO terminated and when termination becomes effective. Upon receipt of notice of termination, Vendor shall not incur further obligations except as necessary to mitigate costs of performance. For services or specially manufactured goods, the State shall pay **(a)** reasonable settlement expenses, **(b)** this PO price or rate for supplies and services delivered and accepted, **(c)** reasonable costs of performance on unaccepted supplies and services, and **(d)** a reasonable profit for the unaccepted work. For existing goods, the State shall pay **(e)** reasonable settlement expenses, **(f)** the PO price for goods delivered and accepted, **(g)** reasonable costs incurred in preparation for delivery of the undelivered goods, and **(h)** a reasonable profit for the preparatory work. The State's termination liability under this section shall not exceed the total PO price. As a condition for payment under this section, Vendor shall submit a termination proposal and reasonable supporting documentation, and cost and pricing data as requested by the State.

Item 3. Funds Availability. Financial obligations of the State payable after the State's current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. If this PO is funded in whole or in part with federal funds, this PO is subject to and contingent upon the continuing availability of federal funds for the purposes hereof. The State represents that it has set aside sufficient funds to make payment for goods delivered in a single installment, in accordance with the terms of this PO.

26. **Governmental Immunity.** Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, *et seq.*, the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, CRS §§24-30-1501, *et seq.* No term or condition of this PO 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.

27. **Independent Contractor.** Vendor shall perform its duties under this PO as an independent contractor and not as an employee. Neither Vendor nor any agent or employee of Vendor shall be deemed to be an agent or employee of the State. Vendor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Vendor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Vendor or any of its agents or employees. Vendor shall pay when due all applicable employment taxes, income taxes and local head taxes incurred pursuant to this PO. Vendor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.**

28. **Compliance with Law.** Vendor shall comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

29. **Choice of Law, Jurisdiction and Venue. [Not Applicable to Inter-governmental POs]** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this PO. The UCC shall govern this PO in the case of goods unless otherwise agreed in this PO. Any provision included or incorporated herein by reference, which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this PO shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver. Any provision incorporated herein by reference which purports to negate this or any other provision in this PO in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Vendor shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against the State.

30. **Prohibited Terms.** Nothing in this PO shall be construed as a waiver of any provision of CRS §24-106-109. Any term included in this PO that requires the State to indemnify or hold Vendor harmless; requires the State to agree to binding arbitration; limits Vendor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with that statute in any way shall be void ab initio.

31. **Vendor Offset and Erroneous Payments. [Not Applicable to Inter-governmental POs or to POs issued solely for goods]** The State Controller may withhold payment under the State's Vendor offset intercept system for debts owed to State agencies for: **(a)** unpaid child support debts or child support arrearages; **(b)** unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, *et seq.*; **(c)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(d)** amounts required to be paid to the Unemployment Compensation Fund; and

Item 3. her unpaid debts owing to the State as a result of final agency determination or judicial action.

The State may also recover, at the State's discretion, payments made to Vendor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Vendor by deduction from subsequent payments under this PO, deduction from any payment due under any other contracts, grants or agreements between the State and Vendor, or by any other appropriate method for collecting debts owed to the State.

ADDENDUM 1:**Additional Terms & Conditions for Information Technology**

IF ANY PART OF THE SUBJECT MATTER OF THIS PO IS INFORMATION TECHNOLOGY, AS DEFINED IN CRS § 24-37.5-102 (2), THE FOLLOWING PROVISIONS ALSO APPLY TO THIS PO.

A. Definitions. The following terms shall be construed and interpreted as follows: **(a) “Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in CRS §24-11-101(1); **(b) “CJI”** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended, and all Criminal Justice Records as defined under CRS §24-72-302; **(c) “HIPAA”** means the federal Health Information Portability and Accountability Act; **(d) “Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, pursuant to CRS §§24-37.5-401 *et seq.*; **(e) “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; **(f) “PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual including, without limitation, any information defined as Individually Identifiable Health Information by HIPAA; **(g) “PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records, including, without limitation, all information defined as personally identifiable information in CRS §24-72-501. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, *et. seq.*, C.R.S. ; **(h) “State Confidential Information”** means any and all State Records not subject to disclosure under the Colorado Open Records Act, CRS §§24-72-200.1, *et seq.* (“CORA”), and includes, without limitation, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA; **(i) “State Records”** means any and all State data, information, and records, regardless of physical form; **(j) “Tax Information”** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation, including, without limitation all information defined as federal tax information in Internal Revenue Service Publication 1075; and **(k) “Work Product”** means the tangible and intangible results of the delivery of goods and performance of services, whether finished or unfinished, including drafts.

B. Intellectual Property. Except to the extent specifically provided elsewhere in this PO, any State information, including without limitation pre-existing State software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials; or Work Product prepared by Vendor in the performance of its obligations under this PO shall be the exclusive property of the State (collectively, “State Materials”). Vendor shall deliver all State Materials to the State upon completion or termination of this PO. The State’s exclusive rights in any Work Product prepared by Vendor shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Vendor shall not use, willingly allow, cause or permit any State Materials to be used for any purpose other than the performance of Vendor’s

Item 3. Obligations hereunder without the prior written consent of the State. The State shall maintain complete and accurate records relating to (a) its use of all Vendor and third party software licenses and rights to use any Vendor or third party software granted under this PO and its attachments to which the State is a party and (b) all amounts payable to Vendor pursuant to this PO and its attachments and the State's obligations under this PO or to any amounts payable to Vendor in relation to this PO, which records shall contain sufficient information to permit Vendor to confirm the State's compliance with the use restrictions and payment obligations under this PO or to any third-party use restrictions to which the State is a party. Vendor retains the exclusive rights, title and ownership to any and all pre-existing materials owned by or licensed to Vendor including, but not limited to all pre-existing software, licensed products, associated source code, machine code, text images, audio, video, and third-party materials, delivered by Vendor under this PO, whether incorporated in a deliverable or necessary to use a deliverable (collectively, "Vendor Property"). Vendor Property shall be licensed to the State as set forth in a State-approved license agreement: (c) entered into as exhibits or attachments to this PO, (d) obtained by the State from the applicable third-party Vendor, or (e) in the case of open source software, the license terms set forth in the applicable open source license agreement. Notwithstanding anything to the contrary herein, the State shall not be subject to any provision incorporated in any exhibit or attachment attached hereto, any provision incorporated in any terms and conditions appearing on any website, any provision incorporated into any click through or online agreements, or any provision incorporated into any other document or agreement between the parties that (i) requires the State to indemnify Vendor or any other party, (ii) is in violation of State laws, regulations, rules, fiscal rules, policies, or other State requirements as deemed solely by the State, or (iii) is contrary to this PO.

C. License or Use Audit Rights. If this PO includes any license or other right to use Vendor's intellectual property, Vendor shall have the right, at any time during and throughout the term of this PO, but not more than once during any State fiscal year, to request via written notice in accordance with the notice provisions of this PO that the State audit its use of Vendor's intellectual property and certify as to its compliance with any applicable license or use restrictions and limitations contained in this PO (an "Audit Request"). The Audit Request shall specify the time period to be covered by the audit, which shall not include any time periods covered by a previous audit. The State shall complete the audit and provide certification of its compliance to Vendor ("Audit Certification") within 120 days following the State's receipt of the Audit Request. If upon receipt of the State's Audit Certification, the parties reasonably determine that: (a) the State's use of licenses, use of software, use of programs, or any other use of intellectual property during the audit period exceeded the use restrictions and limitations contained in this PO ("Overuse") and (b) the State would have been or is then required to purchase additional rights to use Vendor's intellectual property ("Additional Rights"), Vendor shall provide written notice to the State in accordance with the notice provisions of this PO identifying any Overuse or required Additional Rights and request that the State bring its use into compliance with such use restrictions and limitations. Notwithstanding anything to the contrary in this PO, or incorporated as a part of Vendor's or any subcontractor's website, click-through or online agreements, third-party agreements, or any other documents or agreements between the parties, the State shall not be liable for the costs associated with any Overuse or Additional Rights, during the audit period regardless of whether the State may have been notified in advance of such costs.

D. Vendor Records. Vendor shall maintain a file of all documents, records, communications, notes, and other materials relating to the work (the "Vendor Records"). Vendor Records shall include all documents, records, communications, notes and other materials maintained by Vendor that relate to any work performed by Subcontractors, and Vendor shall maintain all records related to the work performed by Subcontractors required to ensure proper performance of that work. Unless a longer period is required in this PO or any attachment or exhibit to this PO, Vendor shall maintain Vendor Records until the last to occur of: (a) the date 3 years after the date this

Item 3. Purchase Order expires or is terminated, **(b)** final payment under this Purchase Order is made, **(c)** the resolution of any pending Purchase Order matters, or **(d)** if an audit is occurring, or Vendor has received notice that an audit is pending, the date such audit is completed and its findings have been resolved (the "Record Retention Period"). Vendor shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy, and transcribe Vendor Records during the Record Retention Period. Vendor shall make Vendor Records available during normal business hours at Vendor's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than 2 Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State. The State, in its discretion, may monitor Vendor's performance of its obligations under this Purchase Order using procedures as determined by the State. The State shall monitor Vendor's performance in a manner that does not unduly interfere with Vendor's performance of the work. Vendor shall promptly submit to the State a copy of any final audit report of an audit performed on Vendor's records that relates to or affects this Purchase Order or the work, whether the audit is conducted by Vendor or a third party.

E. Information Confidentiality. Vendor shall keep confidential, and cause all subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Vendor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this PO, permitted by law, or approved in writing by the State. Vendor shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. If Vendor or any of its subcontractors will or may have access to any State Confidential Information or any other protected information, Vendor shall comply with all Colorado Office of Information Security (OIS) policies and procedures which OIS has issued pursuant to CRS §§24-37.5-401 through 406, and 8 CCR §1501-5 and posted at <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>, all information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any industry standards or guidelines, as applicable based on the classification of the data relevant to Vendor's performance under this PO. Such obligations may arise from HIPAA; IRS Publication 1075; Payment Card Industry Data Security Standard (PCI-DSS); Federal Bureau of Investigation Criminal Justice Information Service Security Addendum; Centers for Medicare & Medicaid Services (CMS) Minimum Acceptable Risk Standards for Exchanges; and Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information With The Social Security Administration. Vendor shall immediately forward any request or demand for State Records to the State's purchasing agent.

F. Other Entity Access and Nondisclosure Agreements. Vendor 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 PO. Vendor shall ensure all such agents, employees, assigns, and subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this PO, and that the nondisclosure provisions are in force at all times the agent, employee, assign or subcontractor has access to any State Confidential Information. Vendor shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

G. Use, Security, and Retention. Vendor shall use, hold, and maintain State Confidential Information in compliance with all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Vendor shall provide the State with access, subject to Vendor'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

Item 3. Termination of this PO, Vendor shall return State Records provided to Vendor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Vendor is prevented by law or regulation from returning or destroying State Confidential Information, Vendor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

H. Incident Notice and Remediation. If Vendor becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Vendor can establish none of Vendor or any of its agents, employees, assigns, or subcontractors are the cause or source of the Incident, Vendor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Vendor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Vendor shall make all modifications as directed by the State. If Vendor cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Vendor shall reimburse the State for the reasonable actual costs thereof.

I. Data Protection and Handling. Vendor shall ensure that all State Records and Work Product in the possession of Vendor or any subcontractors are protected and handled in accordance with the requirements of this PO at all times. Upon request by the State made any time prior to 60 days following the termination of this PO for any reason, whether or not this PO is expiring or terminating, Vendor shall make available to the State a complete and secure download file of all data that is encrypted and appropriately authenticated. This download file shall be made available to the State within 10 Business Days following the State's request, and shall contain, without limitation, all State Records, Work Product, and system schema and transformation definitions, or delimited text files with documents, detailed schema definitions, and attachments in its native format. Upon the termination of Vendor's services under this PO, Vendor shall, as directed by the State, return all State Records provided by the State to Vendor, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If legal obligations imposed upon Vendor prevent Vendor from returning or destroying all or part of the State Records provided by the State, Vendor shall guarantee the confidentiality of all State Records in Vendor's possession and will not actively process such data. The State retains the right to use the established operational services to access and retrieve State Records stored on Vendor's infrastructure at its sole discretion and at any time.

J. Compliance with OIS Policies and Procedure. Vendor shall review, on a semi-annual basis, all Colorado Office of Information Security ("OIS") policies and procedures which OIS has promulgated pursuant to CRS §§ 24-37.5-401 through 406 and 8 CCR § 1501-5 and posted at <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>, to ensure compliance with the standards and guidelines published therein. Vendor shall cooperate, and shall cause its subcontractors to cooperate, with the performance of security audit and penetration tests by OIS or its designee.

K. Safeguarding PII. If Vendor or any of its subcontractors will or may receive PII under this PO, Vendor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, all State requirements relating to non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Vendor shall be a "Third-Party Service Provider" as defined in CRS §24-73-103(1)(i) and shall maintain security procedures and practices consistent with CRS §§24-73-101. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Contractor, including, but not limited to, Contractor's employees,

Item 3. ents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification [PII Individual Certification Form](#) or [PII Entity Certification Form](#) [Download form from Hyperlink] on an annual basis and Contractor's duty and obligation to certify 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.

L. Software Piracy Prohibition. State or other public funds payable under this PO shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Vendor hereby certifies and warrants that, during the term of this PO and any extensions, Vendor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Vendor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this PO, including, without limitation, immediate termination of this PO and any remedy consistent with federal copyright laws or applicable licensing restrictions.

M. Information Technology. To the extent that Vendor provides physical or logical storage of State Records; Vendor creates, uses, processes, discloses, transmits, or disposes of State Records; or Vendor is otherwise given physical or logical access to State Records in order to perform Vendor's obligations under this PO, Vendor shall, and shall cause its subcontractors, to: **(a)** provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this PO; **(b)** maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards; **(c)** comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing; **(d)** provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments; **(e)** promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the OIS; and **(f)** comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology (OIT), including project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>. Vendor shall not allow remote access to State Records from outside the United States, including access by Vendor's employees or agents, without the prior express written consent of OIS. Vendor shall communicate any request regarding non-U.S. access to State Records to the State. The State, acting by and through OIS, shall have sole discretion to grant or deny any such request.

N. Accessibility. Vendor shall comply with and the Work Product provided under this PO shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Vendor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards. Vendor shall indemnify, save, and hold harmless the Indemnified Parties against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to Vendor's failure to comply with §§24-85-101, *et seq.*, C.R.S., or the *Accessibility Standards for Individuals*

Item 3. *th a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. The State may require Vendor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Vendor's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

AGENDA ITEM SUMMARY

City Council



STAFF

Jenny Axmacher, Principal City Planner
Megan Keith, Senior City Planner
Aaron Guin, Legal

SUBJECT

Second Reading of Ordinance No. 049, 2023, Annexing the Property Known as the Thompson Thrift Spaulding Addition Annexation to the City of Fort Collins, Colorado.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on April 4, 2023, is to annex a 3.743-acre property located off Terry Lake Road/Highway 1 on Spaulding Lane, closest to the Spaulding Lane and Valley View Lane intersection. A specific project development plan proposal is not included with the annexation application. The Initiating Resolution was adopted by City Council on February 21, 2023. A separate related item to amend the Zoning Map and classify for zoning purposes the annexed property is presented as the next item on this Agenda.

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.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

BACKGROUND / DISCUSSION

Contiguity

The Thompson Thrift Annexation has a total contiguous perimeter (2,506.31 feet) of 50.6%, which satisfies the requirement of one-sixth (1/6) contiguity to existing City limits from a common boundary on two sides as a result of the Willox Heights and Sherman-Lawler First Annexations.

Enclave Implications

Annexing the 3.743-acre property does not create an enclave and is a logical extension of municipal boundaries.

No Annexation Agreement

While the annexation petition mentions an “annexation agreement,” the petitioner’s attorney has confirmed that there is no annexation agreement associated with this annexation.

Conditional Withdrawal of Annexation Petition

The petitioner has requested that the annexation be conditional upon the final, non-appealable approval of the annexation and zoning, including challenges to the annexation or zoning resulting from a referendum or legal action filed in court. What this means is that until the time period to challenge the annexation or zoning have expired or any challenge that is timely initiated is resolved, the City Clerk will hold off on recording the annexation which is required to make the annexation effective. The City’s annexation petition form has a similar condition allowing the petitioner to withdraw the petition prior to the Council vote on second reading. While the requested condition is broader in scope than the condition the City normally allows, it accomplishes a similar purpose.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

The Planning and Zoning Commission adopted as part of its consent agenda a recommendation that Council approve this annexation and zoning at its meeting on March 23, 2023.

CITY FINANCIAL IMPACTS

There are no City financial impacts related to this annexation.

PUBLIC OUTREACH

The neighborhood meeting requirement for this annexation and zoning was waived. A neighborhood meeting will be required for the associated future Watermark at Willox development to the east of and including the Thompson Thrift Annexation property. All applicable mailings and postings per Section 2.9 (Amending the Zoning Map) and 2.12 (Annexation of Land) of the Land Use Code have been followed.

ATTACHMENTS

First Reading attachments not included.

1. Ordinance for Consideration

ORDINANCE NO. 049, 2023
OF THE COUNCIL OF THE CITY OF FORT COLLINS
ANNEXING THE PROPERTY KNOWN AS THE
THOMPSON THRIFT SPAULDING ADDITION ANNEXATION
TO THE CITY OF FORT COLLINS, COLORADO

WHEREAS, on February 21, 2023, City Council adopted Resolution 2023-021 finding substantial compliance and initiating annexation proceedings for the Thompson Thrift Spaulding Addition Annexation, as defined therein and described below; and

WHEREAS, Resolution 2023-031 setting forth findings of fact and determinations regarding the Thompson Thrift Spaulding Addition Annexation was adopted concurrently with the first reading of this Ordinance; and

WHEREAS, the City Council has determined that it is in the best interests of the City to annex the property to be known as the Thompson Thrift Spaulding Addition Annexation as described below (the “Property”) to the City.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That the City Council hereby incorporates the findings of Resolution 2023-021 and Resolution 2023-031 and further finds that it is in the best interests of the City to annex the Property to the City.

Section 3. That the Property, more particularly described as:

A parcel of land situate in the Southwest Quarter of Section Thirty-six (36), Township Eight North (T.8N.), Range Sixty-nine West (R.69W.) of the Sixth Principal Meridian (6th P.M.) being more particularly described as follows:

BEGINNING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 8 NORTH RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, THENCE WEST 150 FEET; THENCE SOUTH 959 FEET MORE OR LESS, TO THE NORTH LINE OF RIGHT OF WAY OF THE LARIMER AND WELD RESERVOIR COMPANY CANAL; THENCE EASTERLY ALONG SAID RIGHT OF WAY TO A POINT DUE SOUTH OF THE POINT OF BEGINNING; THENCE NORTH 975 FEET, MORE OR LESS TO THE POINT OF BEGINNING,

EXCEPT THAT PORTION CONVEYED TO LARIMER COUNTY IN DEED RECORDED JULY 29, 1986 UNDER RECEPTION NO. 86040958, COUNTY OF LARIMER, STATE OF COLORADO.

Being more particularly described as follows:

A parcel of land being a part of the Southeast Quarter of the Southwest Quarter of Section 36, Township 8 North Range 69 West of the 6th P.M., City of Fort Collins, County of Larimer, State of Colorado, being more particularly described as follows:

Considering the South line of the Southeast Quarter of the Southwest Quarter of said Section 36, as bearing North 89°17'51" West, an assumed bearing, and with all bearing contained herein relative thereto:

Commencing at the Southwest corner of Willox Heights Annexation to the City of Fort Collins;

THENCE along the West line of said Willox Annexation North 00°39'21" East a distance of 174.71 feet to the POINT OF BEGINNING;

THENCE departing said line, North 51°19'10" West a distance of 56.19 feet;

THENCE North 76°29'10" West a distance of 108.46 feet;

THENCE North 00°39'21" East a distance of 1072.10 feet to a point on the South right-of-way line of Spaulding Lane, said line also being the South line of Sherman-Lawler First Annexation to the City of Fort Collins;

THENCE along said South line South 84°52'02" East a distance of 150.46 feet to a point on the West line of said Willox Heights Annexation;

THENCE along said line West line South 00°39'21" West a distance of 1119.10 feet to the POINT OF BEGINNING.

Said described track of land contains 163,045 square feet or 3.743 acres, more or less and may be subject to any rights-of-way or other easements as granted or reserved by instruments of record or as now existing on said described parcel of land,

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

Section 4. That, in annexing the Property to the City, the City does not assume any obligation respecting the construction of water mains, sewer lines, gas mains, electric service lines, streets or any other services or utilities in connection with the Property hereby annexed except as may be provided by ordinances of the City.

Section 5. That the City hereby consents, pursuant to C.R.S. Section 37-45-136(3.6), to the inclusion of the Property into the Municipal Subdistrict, Northern Colorado Water Conservancy District, to the extent the Property is not already included.

Section 6. That the petitioner reserves the sole, exclusive and unilateral right, for the benefit of, and to be exercised solely by Thompson Thrift Development, Inc., or its successors and

assigns, to withdraw the annexation petition and terminate annexation proceedings by notifying the City Clerk in writing at any point prior to the latest to occur of:

- (a) The final, non-appealable approval of this Ordinance and the associated annexation findings resolution referenced in Section 2 of this Ordinance;
- (b) The final, non-appealable approval of the associated zoning ordinance of the Property to the LMN zone district; or
- (c) The final, non-appealable resolution of any legal challenge or other action that directly or indirectly challenges the approvals set forth in (a) or (b) or any petition for a referendum seeking to reverse or nullify any of the approvals set forth in (a) or (b).

The petitioner may waive its right to withdraw the annexation petition set forth in this Section at any time by notifying the City Clerk in writing of such waiver.

Introduced, considered favorably on first reading and ordered published this 4th day of April, 2023, and to be presented for final passage on the 18th day of April, 2023.

Mayor

ATTEST:

City Clerk

Passed and adopted on final reading this 18th day of April, 2023.

Mayor

ATTEST:

City Clerk



AGENDA ITEM SUMMARY

City Council

STAFF

Jenny Axmacher, Principal City Planner
Megan Keith, Senior Planner
Aaron Guin, Legal

SUBJECT

Second Reading of Ordinance No. 050, 2023, Amending the Zoning Map of the City of Fort Collins and Classifying for Zoning Purposes the Property Included in the Thompson Thrift Spaulding Addition Annexation to the City of Fort Collins and Approving Corresponding Changes to the Residential Neighborhood Sign District Map and Lighting Context Area Map.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on April 4, 2023, zones the property included in the Thompson Thrift Spaulding Addition Annexation into the Low Density Mixed-Use (L-M-N) zone district and place the property into the LC1 Lighting Context Area.

This item is a quasi-judicial matter and if it is considered on the discussion agenda it will be considered in accordance with the procedures described in Section 1(d) of the Council's Rules of Meeting Procedures adopted in Resolution 2015-091.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

BACKGROUND / DISCUSSION

The requested zoning for this annexation is Low Density Mixed Use (LMN), which is in alignment with the City of Fort Collins Structure Plan designation for this area. The Thompson Thrift Spaulding Addition property currently is and historically has been used in an estate/agricultural capacity. Directly west of the property is the unincorporated Valley View subdivision and directly north across Spaulding Lane is the Falcon Ridge subdivision, both within City limits. The property to the east currently is used in an estate/agricultural capacity and recently has been annexed and zoned Medium-Density Mixed-Use (MMN).

The surrounding zoning and land uses are as follows:

Direction	Zone District	Existing Land Use
N	Low Density Residential (RL)	Falcon Ridge neighborhood, single-family
S	Commercial Corridor (Larimer County)	Residential property
E	Medium Density Mixed Use (M-M-N)	Vacant (proposed to become Watermark at Willox)
W	Commercial Corridor (Larimer County)	Single-family neighborhood

City of Fort Collins Structure Plan

The Structure Plan map shows the Thompson Thrift annexation property as Suburban Neighborhood with a Structure Plan Place Type of Single-Family Neighborhood (see attached Structure Plan map). The Structure Plan future land use designations represent general citywide policy guidance.

Residential Sign District

Staff recommends that the property be placed within the Residential Neighborhood Sign District. The Sign Districts are established for the purpose of regulating signs for non-residential uses in areas of the community where the predominant character of the neighborhood is residential.

Lighting Context Area

On March 26, 2021, the City adopted new exterior lighting standards and established Lighting Context Areas that correspond to the City’s zone districts. The Lighting Context Area identified by Table 3.2.4-1 of the City’s lighting code for the L-M-N zone district is LC1. As part of this item, staff recommends placement of the property into the LC1 Lighting Context Areas.

- LC1 - Low ambient lighting. The vision of human residents and users is adapted to low light levels. Lighting may be used for safety and convenience, but it is not necessarily uniform or continuous. Typical locations include low and medium density residential areas, commercial or industrial areas with limited nighttime activity, and the developed areas in parks and other natural setting.

Conditional Zoning

As noted in the associated Thrift Spaulding Addition Annexation AIS, the annexation petition may be withdrawn and the annexation request terminated prior to any periods for challenges to the annexation or this zoning ending, or the resolution of any challenges that may occur such as a referendum or court challenge. Should the annexation petition be withdrawn, this zoning ordinance shall be null and void.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

The Planning and Zoning Commission unanimously adopted as part of its consent agenda the recommendation that Council approve this zoning at its meeting on March 23, 2023.

CITY FINANCIAL IMPACTS

There are no City financial impacts related to the zoning of the subject property.

PUBLIC OUTREACH

The neighborhood meeting requirement for this annexation and zoning was waived. A neighborhood meeting will be required for the associated future Watermark at Willox development to the east of and including the Thompson Thrift Annexation property. All applicable mailings and postings per Section 2.9 (Amending the Zoning Map) and 2.12 (Annexation of Land) of the Land Use Code have been followed.

ATTACHMENTS

First Reading attachments not included.

1. Ordinance for Consideration

ORDINANCE NO. 050, 2023
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING THE ZONING MAP OF THE CITY OF FORT COLLINS
AND CLASSIFYING FOR ZONING PURPOSES THE PROPERTY INCLUDED
IN THE THOMPSON THRIFT SPAULDING ADDITION ANNEXATION TO THE
CITY OF FORT COLLINS, COLORADO,
AND APPROVING CORRESPONDING CHANGES TO THE RESIDENTIAL
NEIGHBORHOOD SIGN DISTRICT MAP AND LIGHTING CONTEXT AREA MAP

WHEREAS, on April 18, 2023, the City Council adopted on second reading Ordinance No. XXX, 2023, annexing to the City of Fort Collins the property known as the Thompson Thrift Spaulding Addition Annexation (the “Property”); and

WHEREAS, Division 1.3 of the Land Use Code of the City of Fort Collins establishes the Zoning Map and Zone Districts of the City; and

WHEREAS, Division 2.9 of the Land Use Code of the City of Fort Collins establishes procedures and criteria for reviewing the zoning of land; and

WHEREAS, pursuant to Land Use Code Section 2.9.2, the City Planning and Zoning Commission, at its meeting on March 23, 2023, unanimously adopted a recommendation on its consent agenda that Council should zone the Property as Low Density Mixed Use (L-M-N), as more particularly described below and determined that the proposed zoning is consistent with the City’s Comprehensive Plan; and

WHEREAS, the City Council has determined that the proposed zoning of the Property is consistent with the City’s Comprehensive Plan; and

WHEREAS, to the extent applicable, the City Council has also analyzed the proposed zoning against the applicable criteria set forth in Section 2.9.4(H)(3) of the Land Use Code and finds the proposed zoning to be in compliance with all such criteria; and

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

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That the Zoning Map of the City of Fort Collins adopted pursuant to Section 1.3.2 of the Land Use Code of the City of Fort Collins is hereby changed and amended by including in the Low Density Mixed Use (L-M-N) zone district the Property more particularly described as:

A parcel of land situate in the Southwest Quarter of Section Thirty-six (36), Township Eight North (T.8N.), Range Sixty-nine West (R.69W.) of the Sixth Principal Meridian (6th P.M.) being more particularly described as follows:

BEGINNING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 8 NORTH RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, THENCE WEST 150 FEET; THENCE SOUTH 959 FEET MORE OR LESS, TO THE NORTH LINE OF RIGHT OF WAY OF THE LARIMER AND WELD RESERVOIR COMPANY CANAL; THENCE EASTERLY ALONG SAID RIGHT OF WAY TO A POINT DUE SOUTH OF THE POINT OF BEGINNING; THENCE NORTH 975 FEET, MORE OR LESS TO THE POINT OF BEGINNING,

EXCEPT THAT PORTION CONVEYED TO LARIMER COUNTY IN DEED RECORDED JULY 29, 1986 UNDER RECEPTION NO. 86040958, COUNTY OF LARIMER, STATE OF COLORADO.

Being more particularly described as follows:

A parcel of land being a part of the Southeast Quarter of the Southwest Quarter of Section 36, Township 8 North Range 69 West of the 6th P.M., City of Fort Collins, County of Larimer, State of Colorado, being more particularly described as follows:

Considering the South line of the Southeast Quarter of the Southwest Quarter of said Section 36, as bearing North 89°17'51" West, an assumed bearing, and with all bearing contained herein relative thereto:

Commencing at the Southwest corner of Willox Heights Annexation to the City of Fort Collins;

THENCE along the West line of said Willox Annexation North 00°39'21" East a distance of 174.71 feet to the POINT OF BEGINNING;

THENCE departing said line, North 51°19'10" West a distance of 56.19 feet;

THENCE North 76°29'10" West a distance of 108.46 feet;

THENCE North 00°39'21" East a distance of 1072.10 feet to a point on the South right-of-way line of Spaulding Lane, said line also being the South line of Sherman-Lawler First Annexation to the City of Fort Collins;

THENCE along said South line South 84°52'02" East a distance of 150.46 feet to a point on the West line of said Willox Heights Annexation;

THENCE along said line West line South 00°39'21" West a distance of 1119.10 feet to the POINT OF BEGINNING.

Said described track of land contains 163,045 square feet or 3.743 acres, more or less and may be subject to any rights-of-way or other easements as granted or reserved by instruments of record or as now existing on said described parcel of land.

Section 3. That the Sign District Map adopted pursuant to Section 3.8.7.1(M) of the Land Use Code of the City of Fort Collins is hereby changed and amended by showing that the Property described herein is included in the Residential Neighborhood Sign District.

Section 4. That the Lighting Context Area Map adopted pursuant to Section 3.2.4(H) of the Land Use Code of the City of Fort Collins is hereby changed and amended by showing that the Property described herein is included in the LC1 Lighting Context Area.

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

Section 6. That this Ordinance shall be null and void should the annexation petition for the Thompson Thrift Spaulding Addition Annexation be withdrawn pursuant to the terms stated in the ordinance approving such annexation.

Introduced, considered favorably on first reading and ordered published this 4th day of April, 2023, and to be presented for final passage on the 18th day of April, 2023.

Mayor

ATTEST:

City Clerk

Passed and adopted on final reading this 18th day of April, 2023.

Mayor

ATTEST:

City Clerk

AGENDA ITEM SUMMARY

City Council



STAFF

Gunnar Hale, Civil Engineer
Dana Hornkohl, Capital Projects Manager
Heather Jarvis, Legal

SUBJECT

Second Reading of Ordinance No. 051, 2023, Making Supplemental Appropriations for the Carpenter and Timberline Intersection Project.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on April 4, 2023, enables the City to receive and expend Federal and Colorado Department of Transportation (CDOT) funds for the Carpenter and Timberline Intersection Project (the Project). The funds will be used for design and construction of improvements at the intersection of Carpenter Road and Timberline Road. If approved, the item will appropriate \$696,285 of Highway Safety Improvement Program (HSIP) grant funds for the Project. This Project will not appropriate any money to Art in Public Places Program as the Project is 100% federally funded.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

BACKGROUND / DISCUSSION

The intersection of Carpenter Road and Timberline Road has significant congestion for westbound Carpenter Road turning onto northbound Timberline Road. This congestion often causes traffic to backup westbound more than a half mile. The westbound right turn auxiliary lane creates significant conflicts and crash problems particularly during the congested time periods.

There were 61 reported accidents from 2016 thru 2018 at the intersection of Carpenter and Timberline. There were 42 reported accidents from 2020 thru 2022 at the intersection. A majority of the reported accidents at this intersection are rear end crashes that occurred when traffic was backed up.

The improvements proposed for this Project will create space intended to eliminate most of the conflicts that result in crashes at the Carpenter and Timberline Intersection.

Proposed improvements will lengthen the westbound right turn lane from 150 feet to more than 500 feet. The turn lane modification will create more space for cars queuing for the relatively heavy right turn movement and overall congestion. The related rear end crashes would be mitigated with this modification.

In 2020, the HSIP funds were awarded to the City through the North Front Range Metropolitan Planning Organization (NFRMPO) and the Colorado Department of Transportation (CDOT) for the design, right-of-way acquisition, and construction of the Project.

The HSIP funding became available to the City in the State fiscal year 2023 (July 2022). HSIP funding involves a 90/10% (Federal/Local) match. The funding split for this award is \$626,657 Federal and \$69,628 Local. The City’s local match is being covered by CDOT HSIP grant funds which are federal funds administered by the State, because Carpenter Road is on the State highway system.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

City staff will present this Project to the Transportation Board in 2023 as the plans are developed.

CITY FINANCIAL IMPACTS

The following is a summary of the funding anticipated for design and construction for the Carpenter and Timberline Intersection Project in the Capital Projects Fund:

Funds to be Appropriated with this Action	
HSIP Grant Funds	\$696,285
Total Funds to be Appropriated with this Action	\$696,285
Total Project Funds	\$696,285

PUBLIC OUTREACH

City staff will present Project details to the public as the Project is developed. Also, as the Project moves forward, a website will be available to the public and Staff will develop a comprehensive communication plan.

ATTACHMENTS

First Reading attachments not included.

1. Ordinance for Consideration

ORDINANCE NO. 051, 2023
OF THE COUNCIL OF THE CITY OF FORT COLLINS
MAKING SUPPLEMENTAL APPROPRIATIONS FOR THE CARPENTER AND
TIMBERLINE INTERSECTION PROJECT

WHEREAS, the intersection of Carpenter Road and Timberline Road has significant congestion for westbound Carpenter Road turning onto northbound Timberline Road, often causing traffic to back up westbound more than half a mile; and

WHEREAS, the westbound right turn auxiliary lane on Carpenter Road creates significant conflicts and crash problems particularly during the congested time periods, with a majority of the reported accidents being rear end crashes that occur when traffic is backed up; and

WHEREAS, the Carpenter and Timberline Intersection Project (the Project) has been developed to address these safety concerns and eliminate most of the conflicts presented by this intersection that result in crashes; and

WHEREAS, the Project’s proposed improvements will lengthen the westbound right turn lane on Carpenter Road from one hundred fifty feet to more than five hundred feet; and

WHEREAS, the turn lane modification will create more space for cars queuing for the relatively heavy right turn movement and overall congestion, thereby mitigating the related rear end crashes; and

WHEREAS, in 2020, the City was awarded fiscal year 2023 Highway Safety Improvement Program (HSIP) grant funds through the North Front Range Metropolitan Planning Organization (NFRMPO) and the Colorado Department of Transportation (CDOT) for the design, right-of-way acquisition, and construction of the Project; and

WHEREAS, the HSIP grant funds for the Project are to be administered by CDOT with project delivery oversight pursuant to an Intergovernmental Agreement (IGA) with CDOT that requires a ninety percent to ten percent federal to local funding split; and

WHEREAS, the funding split for this award is \$626,657 in federal funds and \$69,628 in local funds; and

WHEREAS, CDOT HSIP State funds will fulfill the City’s local funding match obligation for this HSIP award, because Carpenter Road is on the State highway system; and

WHEREAS, the total amount of funds associated with this Project is \$696,285.00, composed of federal HSIP funds of \$626,657, CDOT HSIP funds of \$69,628 and City funds of \$0; and

WHEREAS, the purpose of this Ordinance is to enable the City to receive and expend the \$696,285 in grant funds available and to appropriate those funds; and

WHEREAS, this appropriation benefits public health, safety and welfare of the citizens of Fort Collins and serves the public purpose of improving transportation infrastructure within the City; and

WHEREAS, the funds appropriated in this Ordinance for the Carpenter and Timberline Intersection Project are ineligible for use in the APP Program due to restrictions placed on them by the HSIP grant administered by CDOT; and

WHEREAS, 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; and

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

WHEREAS, 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; and

WHEREAS, the City Council wishes to designate the appropriation herein from the HSIP 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.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That there is hereby appropriated from new revenue or other funds from the Highway Safety Improvement Program (HSIP) grant in the Capital Projects Fund the sum of SIX HUNDRED NINETY-SIX THOUSAND TWO HUNDRED EIGHTY-FIVE DOLLARS (\$696,285) to be expended in the Capital Projects Fund for the Carpenter and Timberline Intersection project.

Section 3. That the appropriation herein from the HSIP 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, and ordered published this 4th day of April, 2023, and to be presented for final passage on the 18th day of April, 2023.

Mayor

ATTEST:

City Clerk

Passed and adopted on final reading this 18th day of April, 2023.

Mayor

ATTEST:

City Clerk



AGENDA ITEM SUMMARY

City Council

STAFF

Anissa Hollingshead, City Clerk

SUBJECT

Items Relating to the Repeal and Reenactment of Certain Ordinances.

EXECUTIVE SUMMARY

A. Second Reading of Ordinance No. 052, 2023, Repealing Ordinance No. 024, 2023, and Appropriating Philanthropic Revenue Received by City Give for Fort Collins Police Services for the Safe Futures Initiative.

B. Second Reading of Ordinance No. 053, 2023, Repealing Ordinance No. 025, 2023, and Appropriating Prior Year Reserves and Unanticipated Revenue from Philanthropic Donations Received Through City Give for Various Programs and Services as Designated by the Donors.

C. Second Reading of Ordinance No. 054, 2023, Repealing Ordinance No. 027, 2023, and Amending Chapter 12, Article II and Chapter 15, Article XV of the Code of the City of Fort Collins to Allow for the Establishment of a City Waste Collection Program and Generally Updating Provisions of the Code Governing Waste Collection Within the City.

D. Second Reading of Ordinance No. 055, 2023, Repealing Ordinance No. 028, 2023, and Authorizing the City Manager to Enter Into a Contract for the Provision of Residential Waste Collection Services.

E. Second Reading of Ordinance No. 056, 2023, Repealing Ordinance No. 029, 2023, and Appropriating Prior Year Reserves for Start-up Costs to Create a Contracted Residential Waste Collection Program.

F. Second Reading of Ordinance No. 057, 2023, Repealing Ordinance No. 030, 2023, and Adopting the North College MAX BRT Plan as a Component of City Plan.

Due to a publication error, staff requests Council repeal and reenact each Ordinance as they were adopted on March 7, 2023. These Ordinances were unanimously adopted on First Reading on April 4, 2023.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinances on Second Reading.

BACKGROUND / DISCUSSION

Following the March 7, 2023, City Council Meeting, an error occurred with the required publication of ordinances adopted on Second and second reading in the Coloradoan. The City Charter requires in Article II, Section 7, that every ordinance be published in full on the City website and by number and title in a newspaper of general circulation both at least seven days prior to its final passage and within seven days

after its final passage. While all ordinances were published in full on the City website, there was no publication in the Coloradoan.

The Charter provides no mechanism to correct this sort of omission. Therefore, in order to ensure the ordinances adopted on second reading on March 7 are fully perfected, it is necessary to repeal the original ordinances and reenact that content in two readings of new ordinances. This is a purely procedural action.

CITY FINANCIAL IMPACTS

N/A

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

N/A

PUBLIC OUTREACH

N/A

ATTACHMENTS

- 1. Ordinance A for Consideration
- 2. Ordinance B for Consideration
- 3. Exhibit A to Ordinance B
- 4. Ordinance C for Consideration
- 5. Ordinance D for Consideration
- 6. Exhibit A to Ordinance D
- 7. Exhibit B to Ordinance D
- 8. Exhibit C to Ordinance D
- 9. Exhibit D to Ordinance D
- 10. Ordinance E for Consideration
- 11. Ordinance F for Consideration
- 12. Exhibit A to Ordinance F

ORDINANCE NO. 052, 2023
OF THE COUNCIL OF THE CITY OF FORT COLLINS
REPEALING ORDINANCE NO. 024, 2023, AND APPROPRIATING PHILANTHROPIC
REVENUE RECEIVED BY CITY GIVE FOR FORT COLLINS POLICE SERVICES FOR
THE SAFE FUTURES INITIATIVE

WHEREAS, like many law enforcement agencies across the nation, Fort Collins Police Services (FCPS) is adopting new industry practices for victim-centered services by hiring civilian professionals for forensics, fraud, and criminal investigations; and

WHEREAS, traditionally served by uniformed police officers, this new approach offers a proactive, comprehensive victim-centered approach to public safety and leverages candidates from accounting, criminal justice, and forensic disciplines, who desire to serve their community; and

WHEREAS, the Fort Collins Safe Futures Fund is a designated charitable fund to support the operational needs for innovative, victim-centered police services to address the impact crime has on victims, their families, and witnesses; leverage technology-based skilled investigative resources; and, assist in the identification of victims of human trafficking and prevent the sexual exploitation of the most vulnerable members of our community; and

WHEREAS, the purpose of this item is to request appropriation of \$86,000.00 in philanthropic revenue received by City Give for Fort Collins Police Services for the Safe Futures Initiative; and

WHEREAS, the charitable support represents a range of generous local giving: \$50,000 from the Blue Ocean Foundation, \$35,000 from UCount, Timberline Church, and \$1,000 from the Community Foundation of Northern Colorado, with all gifts designated for the sole purpose of the Safe Futures Initiative; and

WHEREAS, this appropriation benefits public health, safety and welfare of the citizens of Fort Collins and serves a public purpose of protecting our most vulnerable population of citizens by investigating crimes and holding perpetrators of those crimes accountable; and

WHEREAS, 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; and

WHEREAS, 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 and

WHEREAS, the City Council previously made these appropriations in Ordinance No. 024, 2023 (“Ordinance No. 024”) adopted at final reading on March 7, 2023, but Ordinance No. 024 was not published after such adoption as required by Section 7 in City Charter Article II; and

WHEREAS, it is therefore necessary that the City Council adopt this Ordinance No. 052, 2023, to both repeal Ordinance No. 024 and to authorize and approve these appropriations again; and

WHEREAS, the City has not expended any of the appropriations approved in Ordinance No. 024.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That there is hereby appropriated from new philanthropic revenue in the General Fund the sum of EIGHTY-SIX THOUSAND DOLLARS (\$86,000) to be expended in the General Fund by Fort Collins Police Services for the Safe Futures Initiative.

Section 3. That Ordinance No. 024, 2023, is hereby repealed.

Introduced, considered favorably on first reading, and ordered published this 4th day of April, 2023, and to be presented for final passage on the 18th day of April, 2023.

Mayor

ATTEST:

City Clerk

Passed and adopted on final reading on the 18th day of April, 2023.

Mayor

ATTEST:

City Clerk

ORDINANCE NO. 053, 2023
OF THE COUNCIL OF THE CITY OF FORT COLLINS
REPEALING ORDINANCE NO. 025, 2023, AND APPROPRIATING PRIOR YEAR
RESERVES AND UNANTICIPATED REVENUE
FROM PHILANTHROPIC DONATIONS RECEIVED THROUGH CITY GIVE
FOR VARIOUS PROGRAMS AND SERVICES AS DESIGNATED BY THE DONORS

WHEREAS, the City has received in 2022 and 2023 numerous philanthropic donations of \$5,000 or less totaling \$19,692 and these funds are currently unappropriated; and

WHEREAS, these donations have been directed by the donors to be used by the City for certain designated uses within and for the benefit of certain City service areas and departments as each donation is described in Exhibit “A” attached hereto and incorporated herein by reference; and

WHEREAS, as acknowledged by Section 2.5 of the City’s Fiscal Management Policy 2 – Revenue approved by City Council, the City Manager has adopted the City Give Financial Governance Policy to provide for the responsible and efficient management of charitable donations to the City (the “City Give Policy”); and

WHEREAS, Section 52.2.C. of the City Give Policy authorizes the City Give Director to accept donations of \$5,000 or less for the City service area intended by the donor to be benefited; and

WHEREAS, as so authorized, the City Give Director has accepted for the benefited City service areas and departments, as applicable, the donations to be appropriated in this Ordinance to be used as directed by each donor as described in Exhibit “A”; and

WHEREAS, 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; and

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

WHEREAS, the City Manager has recommended the appropriations described in Sections 2 and 3 of this Ordinance and determined that the amount of each of these appropriations is available and previously unappropriated from the funds named in Sections 2 and 3 and will not cause the total amount appropriated in each such fund to exceed the current estimate of actual and anticipated revenues to be received in those funds during this fiscal year; and

WHEREAS, these appropriations will serve the public purpose of providing additional revenue to each of the benefited service areas to aid them in accomplishing the public purposes for which each service area is established thereby benefiting the public’s health, safety and welfare; and

WHEREAS, the City Council previously made these appropriations in Ordinance No. 025, 2023 (“Ordinance No. 025”) adopted at final reading on March 7, 2023, but Ordinance No. 025 was not published after such adoption as required by Section 7 in City Charter Article II; and

WHEREAS, it is therefore necessary that the City Council adopt this Ordinance No. 053, 2023, to both repeal Ordinance No. 025 and to authorize and approve these appropriations again; and

WHEREAS, the City has not expended any of the appropriations approved in Ordinance No. 025.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That there is hereby appropriated from the following funds these amounts of philanthropic revenue held in prior year reserves to be expended as designate by the donors in support of the various City programs and services as described in Exhibit “A”:

Capital Projects Fund	\$ 500
Cultural Services and Facilities Fund	\$ 6,125
General Fund	\$ 2,285
Transportation Fund	\$ 1,000
Natural Areas Fund	\$ 2,575
Golf Fund	\$ 1,207

Section 3. That there is hereby appropriated from the following funds these amounts of philanthropic revenue received in 2023 to be expended as designated by the donors in support of the various City programs and services as described in Exhibit “A”:

Capital Projects Fund	\$ 5,000
General Fund	\$ 1,000

Section 4. That Ordinance No. 025, 2023, is hereby repealed.

Introduced, considered favorably on first reading, and ordered published this 4th day of April 2023, and to be presented for final passage on the 18th day of April, 2023.

Mayor

ATTEST:

City Clerk

Passed and adopted on final reading on the 18th day of April, 2023.

Mayor

ATTEST:

City Clerk

Appropriation of Misc. Philanthropic Revenue, Gift Listing

01/06/2023	\$ 5,000.00	Dellenbach Motors	9/11 Memorial
12/22/2022	\$ 500.00	RBC/DAF	9/11 Memorial
02/18/2022	\$ 3,500.00	Greer Foundation	APP, Cultural Services
10/31/2022	\$ 1,000.00	Bike Sports	FC Moves, PDT
12/27/2021	\$ 185.00	Steve and Bonny Crews	Forestry, Parks, Community Services
07/31/2022	\$ 625.00	Misc.	Lincoln Center, Cultural Services
10/21/2022	\$ 2,000.00	Shrader	Lincoln Center, Cultural Services
01/26/2023	\$ 500.00	Thomas Knebel	Living Tree, Forestry, Parks, Community Services
08/18/2022	\$ 500.00	Jon & Jean Geller	Living Tree, Forestry, Parks, Community Services
10/27/2022	\$ 500.00	Kendra Nash	Living Tree, Forestry, Parks, Community Services
11/02/2022	\$ 250.00	Misc.	Living Tree, Forestry, Parks, Community Services
12/02/2022	\$ 2,000.00	Lucille Khoury	Natural Areas
12/02/2022	\$ 300.00	Charlie Sturgill	Natural Areas
12/16/2022	\$ 275.00	Bill Hintze	Natural Areas
11/12/2019	\$ 60.00	Eric Nelson Tribute	Parks, Community Services
05/29/2019	\$ 100.00	Eric Nelson Tribute	Parks, Community Services
07/09/2019	\$ 20.00	Eric Nelson Tribute	Parks, Community Services
07/09/2019	\$ 100.00	Eric Nelson Tribute	Parks, Community Services
08/14/2019	\$ 50.00	Eric Nelson Tribute	Parks, Community Services
02/19/2020	\$ 20.00	Eric Nelson Tribute	Parks, Community Services
11/22/2021	\$ 500.00	Odell Brewing	Parks, Community Services
01/06/2023	\$ 500.00	David & Laurie Linam	Restorative Justice, CDNS
08/31/2021	\$ 355.00	Miscellaneous	Youth Golf Scholarship, Golf
12/31/2021	\$ 25.00	BOU	Youth Golf Scholarship, Golf
10/20/2022	\$ 230.00	Miscellaneous	Youth Golf Scholarship, Golf
10/20/2022	\$ 123.92	Miscellaneous	Youth Golf Scholarship, Golf
10/27/2022	\$ 265.00	Miscellaneous	Youth Golf Scholarship, Golf
10/27/2022	\$ 8.00	Miscellaneous	Youth Golf Scholarship, Golf
12/23/2022	\$ 150.00	Tom & Emma Dreiling	Youth Golf Scholarship, Golf
12/31/2022	\$ 50.00	Meg Thornbury	Youth Golf Scholarship, Golf

ORDINANCE NO. 054, 2023
OF THE COUNCIL OF THE CITY OF FORT COLLINS
REPEALING ORDINANCE NO. 027, 2023, AND AMENDING CHAPTER 12, ARTICLE II
AND CHAPTER 15, ARTICLE XV OF THE CODE OF THE CITY OF FORT COLLINS TO
ALLOW FOR THE ESTABLISHMENT OF A CITY WASTE COLLECTION PROGRAM
AND GENERALLY UPDATING PROVISIONS OF THE CODE GOVERNING
WASTE COLLECTION WITHIN THE CITY

WHEREAS, on December 17, 2013, City Council adopted Resolution 2013-011 recognizing that the City’s history of public education regarding recycling and solid waste reduction and waste reduction goals from 1985 through the adoption of Resolution 1999-139 and establishing the goal of diverting 50% of the community’s waste stream from landfill disposal by 2010; and

WHEREAS, on October 21, 2014, City Council adopted Resolution 2014-098, establishing the City’s Waste Diversion Policy with the goal of achieving “zero waste” by 2030 (with interim goals) and recognizing the City’s “Road to Zero Waste” plan created to achieve this policy goal and the resulting direct economic and environmental benefits to the local and global community; and

WHEREAS, on March 16, 2021, City Council adopted Resolution 2021-031 approving and adopting the Fort Collins Our Climate Future Plan as a combined and comprehensive update to the City’s Climate Action Plan, updated Energy Policy and Road to Zero Waste Plan articulating a commitment to mitigate climate change, and energy and waste reduction goals, including recycling and waste diversion as a vital strategy to reduce greenhouse gas emissions; and

WHEREAS, in 2021, the City Council directed City staff to examine ways to reduce the impacts of trash collection services in Fort Collins, including street wear, air quality, neighborhood aesthetics, noise, and other neighborhood impacts, and to identify ways to improve diversion rates for recyclable and compostable materials; and

WHEREAS, based on a study conducted by a contracted third party, having numerous heavy trash vehicles on City streets impedes the attainment of these goals and accelerates the deterioration of City streets, causing additional street maintenance costs of more than \$600,000 per year; and

WHEREAS, based on a study conducted by a contracted third party, having numerous trash vehicles on City streets impedes the attainment of greenhouse gas emission reduction goals by emitting an additional 1,200 metric tons of CO2e per year; and

WHEREAS, at least four residential trash haulers currently provide service within the community, resulting in at least four trash trucks and four recycling trucks using residential streets to provide residential collection services each week, causing increased street wear, air pollution, noise, potential safety concerns, and other neighborhood impacts; and

WHEREAS, analysis of open market residential trash bills in Fort Collins indicates that residents currently pay 50% - 100% different prices for the same service, even from the same company in the same area of town and a contracted system would provide predictable uniform rates across the community; and

WHEREAS, additional yard trimmings collection is a key step to achieving climate and waste reduction goals and a contracted system allows for the opportunity to expand yard trimmings collection for a more affordable price than open market collection; and

WHEREAS, Colorado Revised Statutes (“C.R.S.”) § 30-15-401(7.5) authorizes the City to establish a residential waste collection program (the “Program”), through which the City can require municipal residents in single-unit residences and multi-unit residences with seven or fewer dwelling units to use or pay user charges for residential waste services; and

WHEREAS, on July 19, 2022, in Resolution 2022-079, the City Council directed City staff to design and issue a request for proposals for residential waste collection services, including trash and recycling collection services for purposes of establishing a waste collection program as authorized by C.R.S. § 30-15-401(7.5); and

WHEREAS, adoption of the Program would improve waste collection in the City including by: increased equity and lower pricing; increased composting of yard trimmings; reducing greenhouse gas emissions; saving on street maintenance; fewer trucks will drive through neighborhoods; and the Program will help ensure high level of waste collection customer service with enforcement capability; and

WHEREAS, adoption of the Program requires a series of changes to Chapter 12, Article II and Chapter 15, Article XV of the City Code; and

WHEREAS, the Code Changes include: establishing that single-family homes and multi-unit residences with seven or fewer dwelling units are within the Program and Program customers must pay the applicable rates and fees; establishing Program exclusions, including homeowners’ associations that meet certain requirements; authorizing variances for sharing service or for producing excess waste; establishing the administrative fee to be set by the City Manager; and creating a civil infraction for failure to meet Program requirements; and

WHEREAS, the Code Changes in this Ordinance include a variety of related and conforming changes to the provisions governing waste collection and waste collector licensing, including: clarifying Pay-As-You-Throw requirements; clarifying limitations on which types of fees collectors may charge customers; providing that collectors take ownership of certain kinds of waste when it is loaded into a vehicle and providing that collectors do not take ownership of hazardous waste or other waste that is not accepted at disposal facilities; amending yard trimmings collection requirements for all collectors to align with yard trimming requirements in the Program; and expanding the City Manager’s authority to examine records required to be retained by collectors; and

WHEREAS, the Council adopted Ordinance No. 027, 2023 (“Ordinance No. 027”) to make these Code Changes, but Ordinance No. 027 was not published after adoption as required by the City Charter; and

WHEREAS, it is necessary that the Council repeal Ordinance No. 027 and adopt this Ordinance make the Code Changes effective; and

WHEREAS, the City has taken no action under the Code Changes made by Ordinance No. 027.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That Section 12-16 of the Code of the City of Fort Collins is hereby amended by the addition of new definitions which read in their entirety as follows:

*Division 1
General Requirements*

Sec. 12-16. Definitions.

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

...

City’s contracted waste collector shall mean the person licensed pursuant to Chapter 15, Article XV of this Code who enters into a contract with the City to provide collection services under the City’s residential waste collection program and the City’s dumpster waste collection program.

City’s residential waste collection program or program shall mean the City’s provision of residential waste collection services within the City through the City’s contracted waste collector pursuant to §§ 12-28 through 12-33 of this Article.

City’s dumpster waste collection program or dumpster program shall mean the City’s provision of dumpster-based waste collection services to residential units, multi-family customers in dwellings with eight (8) or more units, and commercial customers who opt-in to the program by requesting dumpster service from the City’s contracted waste collector pursuant to §§ 12-28 through 12-33 of this Article.

Commercial customers shall have the meaning set forth in § 15-411 of this Code.

...

Director shall have the meaning set forth in § 15-411 of this Code.

Dumpster shall have the meaning set forth in § 15-411 of this Code.

...

Group account shall have the meaning set forth in § 15-411 of this Code.

...

Large capacity container(s) shall have the meaning set forth in § 15-411 of this Code.

Medium capacity container(s) shall have the meaning set forth in § 15-411 of this Code.

...

Multi-family customer shall have the meaning set forth in § 15-411 of this Code.

...

Poly-cart shall have the meaning set forth in § 15-411 of this Code.

Program customer shall mean the owner or occupant of a residential unit or any person who opts-in to receive residential waste collection services.

...

Recyclable materials shall have the meaning set forth in § 15-411 of this Code.

Recycling shall have the meaning set forth in § 15-411 of this Code.

...

Residential customer shall have the meaning set forth in § 15-411 of this Code.

Residential waste collection services shall mean the collection, transportation and disposal of residential solid waste, recyclable materials and yard trimmings by the City's contracted waste collector through the City's residential waste collection program.

Residential unit shall mean all single-unit residential buildings, and multi-unit residential buildings containing seven (7) dwelling units or fewer within the City, except for residential units excluded pursuant to § 12-29 and residential units for which a variance has been granted in accordance with § 12-30.

...

Small capacity container(s) shall have the meaning set forth in § 15-411 of this Code.

Solid waste shall have the meaning set forth in § 15-411 of this Code.

Solid waste collector shall have the meaning set forth in § 15-411 of this Code.

Volume capacity category of containers shall have the meaning set forth in § 15-411 of this Code.

Yard trimmings shall have the meaning set forth in § 15-411 of this Code.

Section 3. That Section 12-18 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 12-18. Collection and disposal of refuse and rubbish.

(a) The occupant and the owner of any premises wherein any refuse or rubbish is produced or accumulated shall be jointly and severally responsible to provide for collection service and removal of refuse and rubbish to the degree of service necessary to maintain the premises in a clean and orderly condition. They shall not contract or arrange for such collection and removal except with solid waste collectors licensed by the City under § 15-417 and, if applicable, as required by §§ 12-28 through 12-33 of this Article. An individual may dispose of his or her own refuse and rubbish, provided that it is properly disposed of at the Larimer County Landfill or at any other disposal site which is approved by the State, in conformity with all City and county regulations.

...

(d) When loaded into collector’s vehicle, collector shall acquire title to and ownership of all non-hazardous waste that is accepted at a waste processing or disposal facility. Title to, ownership of and liability for any hazardous waste or waste that is otherwise not accepted at a processing or disposal facility shall remain with the generator of the waste and shall at no time pass to the collector.

Section 4. That Section 12-19 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 12-19. Group accounts for collection.

(a) Any person who solicits refuse collection services from a collector for residential customers through a group account shall arrange for such services in a manner that offers residential customers:

- (1) Choices from amongst small, medium and large capacity containers for solid waste that are placed for collection by the residential customer;
- (2) Charges to residential customers that are based upon the small, medium or large capacity solid waste container, in a manner consistent with § 15-412(c);
- (3) Recycling services in a manner consistent with § 15-413; and

(4) Yard trimmings collection, in a manner consistent with § 15-414.

(b) Any person who is subject to the requirements of Subsection (a) above shall provide written notice consistent with the notice required in Subsection 15-413(e) to all residential customers served through the group account. Said notice shall be given to all such residential customers no more than thirty (30) days after notice of rates per volume capacity category of solid waste container and recyclable materials services and solid waste container options have been provided by the collector. In addition, written notices shall be sent to all new residential customers who join the group account after the date of the original notice. Said additional notices shall be given to each new member no more than ten (10) days after the new member joins the group account. Said notice shall also be provided to all residential customers once per calendar year. A copy of the form of each such notice, a list of recipients of the notice, and a record of the date and manner of distribution shall be retained by the person providing the notice for a period of five (5) years from the date each notice was provided, and shall be made available to the City for inspection upon request during said period of time.

(c) No person who is subject to the provisions of Subsection (a) above shall in any way discourage or provide disincentives to any current or prospective residential customer served through a group account who wishes to select a volume capacity category or level of recycling service that is different from that selected by other residential customers served through such account.

Section 5. That Section 12-22(b) of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec 12-22 – Required recycling.

...

(b) *Cardboard.* No person shall place recyclable cardboard in solid waste containers for collection, nor shall any person bury or otherwise dispose of recyclable cardboard in or on private or public property within the City. All recyclable cardboard must either be stored and presented or delivered to a licensed solid waste collector for recycling in accordance with the provisions of Subsection 15-413(c) or delivered directly to a qualified recycling facility appropriate for recyclable cardboard.

Section 6. That Section 12-27 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 12-27. Violations and penalties.

Any person who violates § 12-18 of this Article, or who violates Subsection 12-22(b), or Subsection 12-22(c) as it relates to Subsection 12-22(b), commits a civil infraction and is subject to the penalty provisions of Subsection 1-15(f). Any person who violates any other provision of §§ 12-18 through 12-26 also commits a misdemeanor. All such misdemeanor violations are subject to a fine or imprisonment in accordance with § 1-15.

Section 7. That Chapter 12 of the Code of the City of Fort Collins is hereby amended by the addition of new Sections 12-28 through 12-33, which read in their entirety as follows:

*Division 2
City’s Residential Waste Collection Program*

Sec. 12-28. City’s residential waste collection program.

There is established the City’s residential waste collection program to provide residential waste collection services for all program customers, except for those residences excluded pursuant to § 12-29 and those residences for which a variance has been granted in accordance with § 12-30.

Sec. 12-29. Program exclusions and opting-in to the program.

(a) All commercial customers and multi-unit residential buildings containing eight (8) dwelling units or more are excluded from the City’s residential waste collection program, except that multi-unit residential buildings containing eight (8) dwelling units or more may elect to participate in the City’s residential waste collection program subject to the requirements set forth in this Article.

(b) All residential units served by a dumpster are excluded from the City residential waste collection program.

(c) Commercial customers, multi-family customers, and owners or occupants of a residential unit served by a dumpster may elect to participate in the City’s dumpster program by requesting service from the City’s contracted waste collector subject to the program requirements set forth in the City’s waste collection contract and as contained in this Article.

(d) Group accounts formed prior to ~~March 17~~ **April 28**, 2023, conforming with all applicable requirements of this Article and of Chapter 15, Article XV of the City Code, are excluded from the City's residential waste collection program while under an agreement with a solid waste collector. Such group accounts, however, may elect to participate in the City's residential waste collection program, subject to the requirements set forth in this Article. All group accounts formed on or after ~~March 17~~ **April 28**, 2023, shall be subject to the City's residential waste collection program, unless otherwise excluded.

Sec. 12-30. Variances.

(a) Program customers may request a variance from the program to apply to a residential unit pursuant to this Section. Program customers may request a shared service variance under Subsection (d)(1) of this Section or an excess waste variance under Subsection (d)(2) of this Section.

(b) Upon receipt of a request for variance, the Director shall either approve the variance or disapprove the variance based on the applicable standard provided in Subsection (d) of this

Section. A copy of the approved or disapproved variance shall be sent by the City to the requestor of the variance and to the City’s contracted solid waste collector.

(c) A variance granted under this Section shall be valid for twenty-four (24) months. A granted variance shall exclude the grantee’s residential unit from the City’s residential waste collection program for the duration of the variance and accordingly, the grantee shall not be subject to any of the requirements of §12-32 for that period, including any requirement to pay the City’s contracted waste collector any charge or fee under the City’s residential waste collection program.

(d) Program customers may request a variance from the program for the following situations:

(1) A shared service variance may be granted by the City in accordance with the following provisions:

a. A program customer may request from the City a variance for sharing residential waste collection services provided under the City’s residential waste collection program with one or more other program customers.

b. The variance shall only be granted if the program customer provides proof, to the reasonable satisfaction of the Director, that the program customer shares residential waste collection services with one or more other residential units and that the program customers together consistently produce combined total solid waste in an amount equal to or less than the smallest volume of solid waste service offered by the City’s contracted waste collector.

c. Only one (1) variance shall be granted per approved request, meaning that only one (1) program customer in a group of program customers sharing service is eligible to receive a variance. Program customers sharing service may collectively agree to how to share the financial benefit of the variance.

(2) An excess producer shall only be granted if the program customer provides proof, to the reasonable satisfaction of the Director, that the program customer consistently produces solid waste in an amount greater than the volume of the largest cart service offered by the City’s contracted waste collector.

Sec. 12-31. Freedom to contract; freedom to self-haul.

Nothing in this Article shall prohibit any program customer from contracting for or hauling their own solid waste, recyclable materials, or yard trimmings, provided it is collected and disposed of in conformity with all applicable City rules and regulations.

Sec. 12-32. City contract; City administrative fee; rates.

(a) The City may enter into an agreement with a licensed collector to become the City’s contracted waste collector. The City’s contracted waste collector shall provide residential waste

collection services under the City’s residential waste collection program and the dumpster program. The contract shall establish all appropriate terms and conditions, including rates for residential waste collection services, for the contracted waste collector’s provision of residential waste services to the City. The contract shall also establish all appropriate terms and conditions for the dumpster program. All rates under the contract shall be in amounts that reasonably relate to the services provided for such rates. The City Manager may approve and execute future amendments to the contract that the City Manager, in consultation with the City Attorney, determines to be necessary and appropriate to facilitate the program, so long as such amendments do not increase costs to program customers without a commensurate service improvement, substantially modify the purposes of the contract, or increase the obligations and responsibilities of the City as set forth in the contract.

(b) There is established a City administrative fee to be imposed on each program customer and dumpster program customer in the amount not to exceed one dollar and thirty-five cents (\$1.35) per month to defray the City costs of administering the program. The administrative fee shall be remitted to the City in accordance with the terms of the City’s contract with the collector. The administrative fee amount shall be determined by and adjusted as necessary by the City Manager in accordance with Chapter 7.5 of this Code, provided it does not exceed one dollar and thirty-five cents (\$1.35) per month.

(c) Each program customer shall pay to the City’s contracted waste collector the applicable rate for the solid waste, recyclable materials, and yard trimmings collection service provided, in addition to the administrative fee established under Subsection (b) of this Section.

(d) If a program customer who has not received a variance under §12-30 elects to not use the services provided by the City’s contracted waste collector, the program customer shall pay the City’s contracted waste collector the administrative fee established under Subsection (b) of this Section and the rate for the minimum level of solid waste service, which is nine dollars and seventy-five cents (\$9.75) per month for the period from September 30, 2024, to September 29, 2025, and which shall increase by three percent (3%) annually and as otherwise provided for by the City’s waste collection contract.

(e) Each dumpster program customer shall pay to the City’s contracted waste collector the applicable rate for the dumpster services, in addition to the administrative fee established under Subsection (b) of this Section. The dumpster program is only available if provided for pursuant to the contract. Pricing for such service through the dumpster program shall be as defined in the contract with the City’s residential waste collector.

(f) The City’s contracted waste collector shall not impose any rate, fee, charge, surcharge or any other assessment of any kind to any program customer except those expressly authorized in and pursuant to the contract. For clarity and without limitation, this Section prohibits the City’s contracted waste collector from imposing any charge authorized in Article XV of Chapter 15 of this Code to program customers.

Sec. 12-33. Violations and penalties.

Any person who violates any provision of §§ 12-28 through 12-32 of this Code, whether by acting in a manner declared to be unlawful or by failing to act as required, commits a civil infraction and shall be subject to the penalty provisions of Subsection 1-15(f) of this Code.

Section 8. That Section 15-411 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 15-411. Definitions.

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

...

City's residential waste collection program or program shall have the meaning set forth in § 12-16.

City's contracted waste collector shall have the meaning set forth in § 12-16.

Collector shall mean a person providing collection service for solid waste, recyclable materials, food scraps, or yard trimmings.

Commercial customers shall mean any premises utilizing collection service where a commercial, industrial or institutional enterprise is carried on, including, without limitation, retail establishments, restaurants, hospitals, schools, day care centers, office buildings, nursing homes, clubs, churches and public facilities. Customers, other than residential customers, serviced using any type of collection container, including without limitation poly-carts, dumpsters, or roll-off bins, are considered commercial customers unless the service is provided for an active construction or demolition project permitted by the City building department. Customers at residential properties who use a dumpster for solid waste collection are commercial customers.

Communal system for the collection of waste shall mean an arrangement for the collection of refuse from multiple properties or residences using collection containers shared by those properties or residences.

...

Extra-large capacity container shall mean two (2) large capacity containers or the equivalent volume thereof.

Extra-small capacity container shall mean container or solid waste service for a volume of solid waste less than that held by the small capacity container.

...

Group account shall mean a customer account for collection of refuse from multiple residential customers, regardless of the method by which such services are contracted or arranged. An account for service arranged by a single property owner for collection of solid waste from

multiple locations owned by that property owner shall not constitute a group account for the purposes of this Article.

...

Poly-cart shall mean a durable, watertight, plastic, wheeled container with a tightly fitting, rodent proof lid, manufactured and used for the collection of solid waste, recyclable materials, food scraps, or yard trimmings. For multi-family or commercial customers, a dumpster or roll-off bin with aggregate volume of multiple poly-carts shall be deemed to constitute one (1) or more poly-carts.

...

Recyclable materials shall mean materials which have been separated from solid waste and can be recovered as useful materials and are properly prepared for the purpose of recycling, provided that such materials have been designated by the City Manager as recyclable pursuant to § 15-416 of this Article.

Recycling shall mean the process of recovering useful materials from refuse, including items for reuse.

Recycling collector shall mean a person providing recyclable materials collection service.

...

Residential customer shall mean a customer at a residential property for which a communal system for the collection of waste is not employed and which does not use a dumpster for solid waste collection.

...

Solid waste shall mean all refuse, putrescible and nonputrescible waste, excluding discarded or abandoned vehicles or parts thereof, sewage, sludge, septic tank and cesspool pumpings or other sludge, discarded home or industrial appliances, hazardous wastes, materials used as fertilizers or for other productive purposes and recyclable materials or yard trimmings or food scraps that have been source separated for collection.

...

Source separation shall mean to separate recyclable materials, food scraps or yard trimmings from solid waste at the waste source.

Volume capacity category of containers shall mean extra-small capacity containers, small capacity containers, medium capacity containers, large capacity containers, or extra-large capacity containers placed for collection of solid waste, recyclable materials, food scraps or yard trimmings.

...

Section 9. That the definition “Existing customers” contained in Section 15-411 of the Code of the City of Fort Collins is hereby deleted.

Section 10. That Section 15-412 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 15-412. License requirement.

...

(b) *Exemptions.* The following persons or entities are not required to obtain a collection license:

- (1) A civic, community, benevolent or charitable nonprofit organization that collects, transports and markets materials for resource recovery solely for the purpose of raising funds for a charitable, civic or benevolent activity;
- (2) A person who transports refuse produced by such person;
- (3) A property owner or agent thereof who transports refuse left by a tenant upon such owner's property, so long as such property owner does not provide collection service for compensation for tenants on a regular or continuing basis;
- (4) A demolition or construction contractor or landscaper who produces and transports refuse in the course of such occupation, where the refuse produced is merely incidental to the particular demolition, construction or landscape work being performed by such person.

(c) *Volume-based rates for solid waste service.*

- (1) Any person licensed to operate as a solid waste collector within the City shall charge all residential customers, including, but not limited to, residential customers provided service through a group account, on the basis of the volume capacity category of the solid waste containers placed for collection by each residential customer. Solid waste collectors shall determine a rate for, and offer to residential customers, the small capacity container solid waste service, and that rate shall be used to determine the rates for all other service levels in accordance with the following:
 - a. Medium capacity container solid waste service shall be two (2) times the rate of the small capacity container solid waste service.
 - b. Large capacity container solid waste service shall be three (3) times the rate of the small capacity container solid waste service.
 - c. Extra-large capacity container solid waste service shall be six (6) times the rate of the small capacity container solid waste service.

d. A solid waste collector may offer extra-small capacity container solid waste service, the rate for which shall be less than the rate of the small capacity container solid waste service.

e. The City's contracted waste collector shall charge customers under the City's residential waste collection program the rates established in the City's contract with the City's contracted waste collector.

(2) The charge for solid waste placed for collection that exceeds the customer's service subscription level shall be proportional to the collector's standard rate for a small capacity container (for example, a customer who placed out an extra thirty-two (32) gallon bag of solid waste would be charged one-quarter ($\frac{1}{4}$) the monthly rate for the small capacity container service as the bag would be equivalent to the amount of small capacity container service volume provided per week).

a. A poly-cart in which the lid is unable to close due to the presence of solid waste is considered to contain excess solid waste and the solid waste collector must charge the customer accordingly.

b. Determining whether a customer has placed excess solid waste out for collection shall be made on an individual pick-up date basis. Solid waste collectors shall not "average" pick-up volumes (to allow for excess solid waste at one (1) time offset by a lower volume at another time).

(3) In order to further ensure that the charge for the collection of solid waste is based upon volume as required above, any solid waste collector may provide to each residential customer containers (which may include disposable bags), or labels to be attached to customer-provided disposable bags, showing the volume capacity category of such bags.

(4) A solid waste collector shall arrange for provision of service to each group account in a manner that results in an individual selection by each individual residential customer of a level of service that includes at a minimum the small, medium and large capacity containers and levels of service offered by the collector. In the case of a group account, the solid waste collector shall require a written contract that is compliant with the provisions of this Article and § 12-19.

(5) In offering or arranging for services, a collector shall provide reasonable notice of the range of volume capacity category container sizes or levels of service offered by the solid waste collector and shall provide to each residential customer that customer's requested volume capacity category container size or level of service.

(6) It shall be unlawful for any person to knowingly attach any label to a container exceeding in volume the volume capacity category shown on, or represented by, such label, and to place said container for collection.

(7) Residential solid waste shall be collected curbside. No collector shall collect or transport solid waste, recyclables, food scraps or yard trimmings which have not been placed for collection through such system or in containers upon which such labels have been attached.

(8) The provisions of this Subsection 15-412(c) shall not be construed as prohibiting any collector from also establishing policies regarding the maximum weight of containers of solid waste and/or recyclable materials.

(d) *Fixed fees for prepaid disposable bags or labels for solid waste service.*

(1) Where prepaid disposable bags or prepaid labels for customer-provided disposable bags (rather than reusable containers) are provided by a solid waste collector to its customers for solid waste collection services, solid waste collectors may, but are not required to, charge a fixed fee for the purpose of covering the fixed operational costs of routing service trucks for such collections in addition to the volume based rates for the prepaid bags or labels under Subsection 15-412(c) above.

...

(e) *Service surcharge for solid waste service.*

(1) In addition to the volume-based rates and excess solid waste charges required pursuant to Subsection 15-412(c), the charge allowed in Subsection 15-413(a)(4) and any fixed fees permitted under Subsection 15-412(d) for collection of prepaid disposable bags or prepaid labels for customer-provided disposable bags, collectors may, but are not required to, charge a service surcharge to residential customers. A service surcharge may be imposed only to cover fluctuating operational costs of doing business outside of a collector's control (such as, for example, fuel costs or market based recycling fees paid by collectors). A service surcharge shall be permitted and charged only as set forth in this Subsection 15-412(e).

...

(4) A collector may not impose any other rate, fee, charge, surcharge, or any other assessment of any kind to any customer. Fees, charges, surcharges etc. not allowed include without limitation those for service termination or for cart pickup.

...

(h) *Communications.* All oral and written communications with customers by or on behalf of a collector, whether in person, by telephone, in written form or through any other means, must be consistent with and clearly and accurately describe all:

(1) Components of the system for solid waste service, recyclable materials service, yard trimmings service and any other collection service provided by the collector; and

(2) All applicable requirements of this Article and Article II of Chapter 12.

Section 11. That Section 15-413 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 15-413. Recycling requirement.

(a) Curbside collection—Residential.

(1) Solid waste collectors shall provide residential solid waste customers curbside collection of recyclable materials for no additional charge. Such service shall include recyclable materials collection in an amount equal to at least eighteen (18) gallons and need not be more than two (2) large capacity containers. If a customer declines recyclable materials collection, solid waste collectors may not reduce the cost of collection service.

(2) Solid waste collectors shall provide curbside recyclable materials collection services on the same day of the week as they collect solid waste from the customer, except for residential customers located within mobile home parks.

(3) If solid waste collectors offer residential customers only the choice of an eighteen (18) gallon recycle tub, the solid waste collectors must provide recyclable materials collection at least once per week. Solid waste collectors that offer residential customers medium and/or large capacity containers for recycling must provide recyclable materials collection a minimum of two (2) times per month.

(4) When a residential customer has two (2) large capacity containers for recycling collection, collectors may require that all recyclable materials fit inside the provided containers or charge the customer an excess recyclable materials fee equivalent to the excess solid waste fee for recyclables placed for collection outside the recyclable materials cart.

(b) *Multi-family and commercial solid waste and recyclable materials collection.*

(1) Each solid waste collector shall provide recyclable materials collection service to multi-family customers and commercial customers as a part of solid waste collection services. Solid waste collectors must charge multi-family and commercial customers for the minimum recycling service described in Subsection 15-413(b)(2), which may be itemized separately on bills. Solid waste collectors shall not exclude the cost of minimum recycling service unless such customer is granted a variance in accordance with Subsection 15-413(b)(3).

(2) The volume of recyclable materials collection service for service for multi-family and commercial customers shall be at least one-third (1/3) of the total collection volume (including both solid waste and recyclables) based on the size of solid waste containers and the service frequency provided to such customer ("minimum recycling service"). For example, if a customer is provided with pick-up of a 4-cubic-yard trash container that is

collected once per week, the collector shall also provide minimum recycling service in an amount equal to not less than a 2-cubic-yard recycling container as a part of such basic services (Two (2) cubic yards is one-third (1/3) of the total service volume (including both solid waste and recyclables) of six (6) cubic yards).

(3) The City may grant a commercial or multi-family recycling customer a variance from the recycling requirements in Subsections 15-413(b)(1) and (2) in accordance with the following provisions:

a. If a collector's multi-family customer or commercial customer seeks to not participate in minimum recycling collection services offered by a collector due to space constraints, self-hauling recyclables to recycling drop-off center, utilization of a separate licensed recycling collection provider other than the solid waste collector, failure to generate recyclables, or if only available location for recycling bin is not safely serviceable by hauler, the customer must submit a written request for variance on a form provided by the City and signed by the customer. A recycling bin location that is not safely serviceable is defined as a location that is substantially less safe to service than the trash bin service area for that location. Upon receipt of such a request for variance, the Director shall either approve the variance for good cause shown, or disapprove the variance. A copy of the approved or disapproved variance shall be sent by the City to the solid waste collector servicing that customer.

...

(c) *Recyclable materials collection containers, collection vehicles and related duties.* All licensed collectors of recyclable materials and solid waste operating within the City shall have the following duties:

(1) Except for materials that customers have not properly prepared for recycling, collectors may not commingle designated recyclable materials with solid waste, nor dispose of recyclable materials set out by recycling customers by any means other than at a qualified recycling facility.

(2) Any vehicle used for the collection of recyclable materials must be clearly and unambiguously marked as a recycling truck, whether by permanent decals or markings, or by signage or placards displayed at all times during such use.

(3) Collectors must provide a recyclable materials container to any customer at any time upon request within one (1) billing period after the request is made.

(4) The following requirements shall apply for residential customers:

a. Unless a customer expressly declines it, the collector must provide residential solid waste customers a poly-cart or eighteen (18) gallon tub for

recyclable materials that meets the requirements of this Subsection 15-413(c). The recyclable materials container must be clearly marked as a recyclables container with words or symbols or both and must be provided to the customer without additional charge.

b. Collectors must offer in writing the choice of a medium capacity or large capacity recycling container to each residential recycling customer annually.

(5) The following requirements shall apply for commercial customers:

a. Solid waste collectors shall provide recycling containers to multi-family and commercial customers (in the form of containers, dumpsters, or roll-off bins as deemed appropriate for servicing the location) and with a capacity sufficient to meet one-third ($\frac{1}{3}$) of service as recycling volume requirement.

b. Regardless of the type of recyclable materials container, it must be clearly identifiable as a recycling container and include the following:

1. A conspicuous chasing arrows decal on the side(s) of the container accessed by service or pedestrian access; and

2. Signage such as stickers or weather-resistant laminated posters or imprinting into the surface of the container during manufacture, of recyclable materials accepted in local collection programs, including graphics depicting acceptable materials. Such information may be delivered by use of City-provided graphics or graphics provided by the collector and approved by the City.

(d) *Recyclable materials preparation and ownership.*

(1) The collector may establish such reasonable and industry-accepted requirements for the preparation of materials for recycling as are necessary to provide for the orderly collection of recyclable materials, including requirements for source separation.

(2) All recyclable materials placed for collection shall be owned by and be the responsibility of the customer until the materials are collected by the collector. Upon collection, the collector shall take title to and ownership of the recyclable materials. Title to, ownership of and liability for any hazardous waste or waste that is otherwise not accepted at a processing or disposal facility shall remain with the generator of the waste and shall at no time pass to the collector. No person other than the customer or the collector of recyclable materials shall take physical possession of any recyclable materials placed for collection, with the exception of City staff or their agents who make take physical possession of de minimis amounts of recyclable materials to conduct informational studies. Such materials must be recycled properly after completion of a study.

(e) *Customer notification.*

(1) Upon the initial provision of collection services to new residential customers, and on or before December 31 of each year with respect to existing residential customers, collectors shall notify in writing such customers of:

...

d. Such policies and requirements as have been established by the collector for the orderly collection of recyclable materials as authorized pursuant to Subsection 15-412(c)(8) or 15-413(d)(1);

...

(2) For group accounts, the notices required hereunder may be sent to the group representative for said account, provided that such notice shall further notify said representative of its obligation to provide all individual residential customers within the group of this same information, pursuant to Subsection 12-19(b).

(3) The collector shall deliver to the Director a true and correct copy of each form of such notification sent on or before December 31 of each year.

Section 12. That Section 15-414 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 15-414. - Residential yard trimmings.

(a) *Residential service required.* Each solid waste collector licensed by the City shall make available to each residential customer receiving solid waste collection services, including customers receiving solid waste collection services through a group account, and shall provide to a residential customer upon request curbside collection of residential yard trimmings at least once per week from April 1 to November 30 of each year. As of September 30, 2024, each solid waste collector licensed by the City shall enroll each residential customer receiving solid waste collection services, including customers receiving solid waste collection services through a group account, in curbside collection of residential yard trimmings to be serviced at least once per week from April 1 to November 30 of each year and offer each residential customer the option to decline such service.

(b) *Rates.* Collectors shall be responsible for setting rates for collection of residential yard trimmings and such charges may be billed separately from charges for basic services. Beginning on September 30, 2024, collectors shall not list yard trimmings collection as a separate line item on customers' bills and beginning on that date yard trimmings collection shall be included within the charges for basic services, unless the customer has declined yard trimmings collection service.

(c) *Disposal of yard trimmings.* Collectors may not comingle yard trimmings with solid waste or recyclable materials, nor dispose of yard trimmings at a landfill. Yard trimmings shall

be disposed of by the collector at a location or facility permitted to collect yard trimmings for recycling, reuse or composting.

Section 13. That Section 15-415 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 15-415. Collection of food store food scraps.

(a) *Frequency of collection.* Collectors providing food scraps collection service to food stores shall provide collection with such frequency as is necessary to prevent overflow of containers. Service must be provided at least once per week, but no less frequently than may be required by the Larimer County Department of Health and Environment.

(b) *Collectors—Duties.* All licensed collectors of food scraps operating within the City shall have the following duties:

(1) Except as permitted by variance allowed under Subsection 12-23(a), collectors may not comingle food scraps with solid waste or recyclable material or dispose of food scraps by any means other than at a location or facility permitted by the State of Colorado to collect such material (but not to a landfill).

(2) A collector may establish such reasonable and industry-accepted requirements for the preparation of food scraps as are necessary to provide for the orderly collection of such materials, including requirements for source separation.

...

Section 14. That Section 15-417 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 15-417. - Application for license.

(a) Any person desiring to obtain a license to engage in the business of being a collector of solid waste, recyclable materials, food scraps, or yard trimmings within the City shall make written application to the Director on forms provided by the City. All applications for renewal of a license by a licensed collector must be submitted no later than November 30 in advance of the new license year. The application shall include, without limitation, the following information:

...

(3) A list of motor vehicles or fleets of human powered vehicles owned and/or operated by the applicant directly in the collection of solid waste, recyclable materials, food scraps, and/or yard trimmings, or operated or located at any time in the City during the current or pending license year, including vehicle make, color, year, U.S. Department

of Transportation safety inspection identification number, cubic yard capacity, Colorado license plate number and empty tare weight where applicable.

...

Section 15. That Section 15-420(d) of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 15-420. - Plans, recordkeeping and reports.

...

(d) Each collector licensed pursuant to this Article shall maintain accurate and complete records of the service provided to each customer, the charges to such customer and payments received, the form and recipients of any notice required pursuant to this Article, and any underlying records, including any books, accounts, contracts for services, including contracts for group accounts, written records of individual level of service requests, invoices, route sheets or other records necessary to verify the accuracy and completeness of such records, and copies of all applications for and documentation pertaining to all requests for variance pursuant to Subsection 15-413 (b)(3). It shall be the duty of each collector to keep and preserve all such documents and records, including any electronic information, for a period of three (3) years from the end of the calendar year of such records, except for paper records of route sheets, which may be discarded one (1) year after the end of the calendar year of such route sheets. Notwithstanding any other requirement of this Article, a collector shall allow the City Manager, or their designee, to inspect any of the records referenced in this subsection when provided with seven (7) days advance written notice.

...

Section 16. That Section 15-422 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 15-422. Identification of vehicles.

Each vehicle used by a collector to provide services within the City pursuant to a license issued under this Article shall bear an identification sticker issued by the Financial Officer in a conspicuous place upon the vehicle, which identification sticker shall be issued by the Financial Officer at the time the license is granted.

Section 17. Ordinance No. 027, 2023, is hereby repealed.

Introduced, considered favorably on first reading and ordered published this 4th day of April, 2023, and to be presented for final passage on the 18th day of April, 2023.

Mayor

ATTEST:

City Clerk

Passed and adopted on final reading this 18th day of April, 2023.

Mayor

ATTEST:

City Clerk

ORDINANCE NO. 055, 2023
OF THE COUNCIL OF THE CITY OF FORT COLLINS
REPEALING ORDINANCE NO. 028, 2023, AND AUTHORIZING THE CITY MANAGER
TO ENTER INTO A CONTRACT FOR THE PROVISION OF
RESIDENTIAL WASTE COLLECTION SERVICES

WHEREAS, Colorado Revised Statutes (“C.R.S.”) § 30-15-401(7.5) authorizes the City to establish a residential waste collection program (the “Program”), which may require municipal residents to use or pay user charges for residential waste services; and

WHEREAS, to establish the Program, C.R.S. § 30-15-401(7.5)(b)(I) requires the City to issue a Request for Proposals for such services, provide written notice of the Request for Proposals to City-licensed waste haulers, and publish a six-month public notice of the Request for Proposals in a newspaper of general circulation within the City prior to requiring the use of the services or the time of initial imposition of the user charges; and

WHEREAS, C.R.S. § 30-15-401(7.5) also requires the local governing body to award the contract for the Program; and

WHEREAS, on July 19, 2022, in Resolution 2022-079, the City Council directed City staff to design and issue a Request for Proposals for residential waste collection services, including trash and recycling collection services; and

WHEREAS, City staff designed a Request for Proposals and issued it on September 12, 2022, with an addendum added on October 24, 2022, which are attached hereto as Exhibit A, mailed a copy of the Request for Proposals to all waste haulers licensed by the City, a list of which is attached hereto as Exhibit B, and published the required notice in a local newspaper, as shown in the affidavit attached hereto as Exhibit C; and

WHEREAS, City staff received three proposals in response to the Request for Proposals and conducted a procurement process in accordance with the requirements of the City Code; and

WHEREAS, based on the outcome of the procurement process, the City has selected Allied Waste Systems, Inc., which does business as Republic Services of Colorado, to provide the Program; and

WHEREAS, Section 8-186(a) of the City Code requires that most contracts for services (including this one) with a term of more than five years in length be authorized by the City Council by ordinance; and

WHEREAS, the agreement negotiated with Allied Waste Systems, Inc., which is attached hereto as Exhibit D (the “Agreement”), will remain in effect for a period longer than five years, that is until September 30, 2029, unless the Agreement is modified or terminated early; and

WHEREAS, an extended duration of the Agreement provides the City and Allied Waste Systems, Inc., needed time to set up the Program and then allows for a five-year service period; and

WHEREAS, the Council adopted Ordinance No. 028, 2023 (“Ordinance No. 028”) to authorize the City Manager to enter into an agreement with Allied Waste Systems, Inc., to provide the Program, but Ordinance No. 028 was not published after adoption as required by the City Charter; and

WHEREAS, it is necessary that the Council repeal Ordinance No. 028 and adopt this Ordinance to allow the City Manager to enter into the agreement; and

WHEREAS, the City has taken no action under Ordinance No. 028.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That the City Council, in accordance with C.R.S. § 30-15-401(7.5) and Section 8-186(a) of the City Code, hereby approves of the attached Agreement for Residential Solid Waste Services between the City and Allied Waste Services, Inc.

Section 3. That the City Manager is hereby authorized to execute the Agreement for Residential Waste Collection Services in substantially the form attached as Exhibit “D”, together with such 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.

Section 4. The City Manager may approve and execute future amendments to the Agreement for Residential Waste Collection Services in accordance with Section 12-32(a) of the City Code.

Section 5. Ordinance No. 028, 2023, is hereby repealed.

Introduced, considered favorably on first reading and ordered published this 4th day of April, 2023, and to be presented for final passage on the 18th day of April, 2023.

Mayor

ATTEST:

City Clerk

Passed and adopted on final reading this 18th day of April, 2023.

Mayor

ATTEST:

City Clerk



Financial Services
 Purchasing Division
 215 N. Mason St. 2nd Floor
 PO Box 580
 Fort Collins, CO 80522
 970.221.6775
 970.221.6707
fcgov.com/purchasing

**REQUEST FOR PROPOSAL
 9648 RESIDENTIAL SOLID WASTE COLLECTION SERVICES**

RFP DUE: 5:00 PM MT (RMEPS Clock), October 24, 2022

The City of Fort Collins is requesting proposals from qualified Contractors to provide collection of Solid Waste, Recyclable Materials, Yard Trimmings, Bulky Items and related services for single family homes and multi-family buildings of 7 or fewer units. Award of a contract for the Residential Solid Waste Collection initiative is subject to the City of Fort Collins Council approval by ordinance.

As part of the City's commitment to sustainability, proposals must be submitted online through the Rocky Mountain E-Purchasing System (RMEPS) at <http://www.bidnetdirect.com/colorado/city-of-fort-collins>. Note: please ensure adequate time to submit proposals through RMEPS. Proposals not submitted by the designated Opening Date and Time will not be accepted by RMEPS.

A pre-proposal meeting will be held at 1:00 PM MT on September 26, 2022. The pre-proposal meeting will be hosted on-line via Zoom. Select or copy/paste the below link into your browser for access to the meeting. Please add your name, email address, and organization name in the Zoom chat.

Click here for the meeting: <https://us02web.zoom.us/j/7056751403>
Meeting ID: 705 675 1403

All questions should be submitted, in writing via email, to Gerry Paul, Purchasing Director at gspaul@fcgov.com, no later than 5:00 PM MT on October 3, 2022. Please format your e-mail to include RFP 9648 Residential Solid Waste Collection Services in the subject line. Questions received after this deadline may not be answered. Responses to all questions submitted before the deadline will be addressed in an addendum and posted on the Rocky Mountain E-Purchasing System webpage.

Rocky Mountain E-Purchasing System hosted by BidNet

A copy of the RFP may be obtained at www.bidnetdirect.com/colorado/city-of-fort-collins.

This RFP has been posted utilizing the following Commodity Code(s):

91027	Garbage/Solid Waste Removal, Disposal and/or Treatment
92677	Recycling Services

Prohibition of Unlawful Discrimination: The City of Fort Collins, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The City strictly prohibits unlawful discrimination based on an individual's gender (regardless of gender identity or gender expression), race, color, religion, creed, national origin, ancestry, age 40 years or older, marital status, disability, sexual orientation, genetic information, or other characteristics protected by law. For the purpose of this policy "sexual orientation" means a person's actual or perceived orientation toward heterosexuality, homosexuality, and bisexuality. The City also strictly prohibits unlawful harassment in the workplace, including sexual harassment. Further, the City strictly prohibits unlawful retaliation against a person who engages in protected activity. Protected activity includes an employee complaining that he or she has been discriminated against in violation of the above policy or participating in an employment discrimination proceeding.

The City requires its Contractors to comply with the City's policy for equal employment opportunity and to prohibit unlawful discrimination, harassment and retaliation. This requirement applies to all third-party Contractors and their subcontractors at every tier.

Public Viewing Copy: The City is a governmental entity subject to the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 et seq. ("CORA"). Any proposals submitted hereunder are subject to public disclosure by the City pursuant to CORA and City ordinances. Contractors may submit one (1) additional complete proposal clearly marked "FOR PUBLIC VIEWING." In this version of the proposal, Contractors may redact text and/or data that it deems confidential or proprietary pursuant to CORA. Contractors must submit a supplemental document explaining the justification for each redaction. Failure to provide a public viewing copy will be considered a waiver of any claim of confidentiality under CORA without regard to how the applicant's proposal or certain pages of the proposal are marked confidential, proprietary, or similar. Such statement does not necessarily exempt such documentation from public disclosure if required by CORA, by order of a court of appropriate jurisdiction, or other applicable law. Generally, under CORA trade secrets, confidential commercial and financial data information is not required to be disclosed by the City. Proposals may not be marked "Confidential" or 'Proprietary' in their entirety. By responding to this RFP, Contractors hereby waives any and all claims for damages against the City for the City's good faith compliance with CORA. **All provisions of any contract resulting from this request for proposal will be public information.**

Contractors Registration: The City requires new Contractors receiving awards from the City to submit IRS form W-9 or W-8BEN/W8-BEN-E (international firms) and requires all Contractors to accept Direct Deposit (Electronic) payment. If needed, the W-9 form and the Vendor Direct Deposit Authorization Form can be found on the City's Purchasing website at www.fcgov.com/purchasing under Vendor Reference Documents. **Please do not submit these documents with your proposal**, however, if you take exception to participating in Direct Deposit (Electronic) payments please clearly note such in your proposal as an exception. The City may waive the requirement to participate in Direct Deposit (Electronic) payments at its sole discretion.

Sales Prohibited/Conflict of Interest: No officer, employee, or member of City Council, shall have a financial interest in the sale to the City of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decision-making authority concerning such sale or any supervisory authority over the services to be rendered. This rule also applies to subcontracts with the City. Soliciting or accepting any gift, gratuity favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with the City of Fort Collins is prohibited.

Collusive or Sham Proposals: Any proposal deemed to be collusive or a sham proposal will be rejected and reported to authorities as such. Your authorized signature of this proposal assures that such proposal is genuine and is not a collusive or sham proposal.

The City of Fort Collins reserves the right to reject any and all proposals and to waive any irregularities or informalities.

Utilization of Award by Other Agencies: The City of Fort Collins reserves the right to allow other state and local governmental agencies, political subdivisions, and/or school districts to utilize the resulting award under all terms and conditions specified and upon agreement by all parties. Usage by any other entity shall not have a negative impact on the City of Fort Collins in the current term or in any future terms.

The selected Contractors shall be required to sign the City's Agreement prior to commencing services (see sample attached to this document).

Sincerely,



Gerry Paul
Purchasing Director

1.0 INTRODUCTION

The City of Fort Collins is requesting proposals from qualified Contractors to provide collection of Solid Waste, Recyclable Materials, Yard Trimmings, Bulky Items and related services for single family homes and multi-family buildings of 7 or fewer units. Award of a contract for Residential Solid Waste Collection Services is subject to the Fort Collins City Council approval by ordinance.

Fort Collins has a long-standing commitment to waste reduction and has utilized a licensed open market collection system for decades.

Fort Collins' license requires haulers to report the materials collected from all sectors of the community, which is used to calculate various diversion rates. In 2020, the Community Diversion Rate (including residential, commercial, and industrial materials) was 52% and the Residential Diversion Rate was 29%. Details of Fort Collins diversion rates can be found in the annual reports at www.fcgov.com/recycling/publications-resources.php.

Fort Collins has adopted aggressive waste reduction goals, including working toward zero waste by 2030, and has identified a stagnant residential diversion rate as one of the challenges of making progress on that goal. Our Climate Future is the combined waste, climate and energy plan for Fort Collins and can be viewed at www.fcgov.com/climateaction/our-climate-future.

Fort Collins wishes to build upon the existing program by adding contracted collection for Residential Units. Fort Collins City Council has expressed support for a contracted system to help achieve the following goals:

- Reduce the number of trucks on residential streets and achieve street maintenance savings as well as increase safety in residential neighborhoods
- Reduce greenhouse gas emissions
- Increase diversion of Recyclable Materials and Yard Trimmings and encourage reuse of Bulky Items as much as possible
- Provide equitable pricing throughout the community
- Provide cost-effective pricing for Collection Services
- Provide a high level of customer service

2.0 GENERAL INFORMATION

Subject to Fort Collins City Council approval by ordinance and final negotiations with the awarded Contractor, definitions and general provisions of the contract will include the following:

Alley Service: Where alleys are the primary service option, Contractor shall provide Collection Services in alleys. Alleys are estimated to constitute 12-15% of the service area in Fort Collins. Further information on alleys is included in Section 3.0 below.

Bulky Items: Solid Waste that does not fit in a closed Solid Waste cart, excluding Hazardous Waste, Electronics, Yard Trimmings, Recyclable Cardboard, items that weigh over 60 pounds, and items larger than 6' x 6'.

Carts Terminology:

- "Small Cart" shall mean a cart with a capacity from 30-39 gallons
- "Medium Cart" shall mean a cart with a capacity from 60-69 gallons
- "Large Cart" shall mean a cart with a capacity from 90-99 gallons

City Limits: The boundary of the City of Fort Collins as identified via the City of Fort Collins GIS system (see details in section 3.0). City Limits does not include the Growth Management Area.

Collection Services: The collection, transportation, and delivery to an appropriate facility of Solid Waste, Recyclable Materials, Yard Trimmings, Bulky Items, and associated services for Residential Units conducted in a manner consistent with all applicable laws and regulations and the provisions of the executed Agreement.

Contract Term: The contract shall commence on the Effective Date and shall continue for five (5) years from the Service Commencement Date, unless terminated as provided under the contract.

Contractor: The firm selected by the City to provide Collection Services.

Core Service: Collection Services of Solid Waste, Recyclable Materials, and Yard Trimmings. At the City's option, Customers may elect to opt out of Yard Trimmings collection. Core Services may also include Bulky Items in the event the City elects to include Bulky Items in the contract.

Customer: An individual who contracts with the Contractor for Collection Services.

Door-to-Door Service: Contractor shall provide door-to-door service (in which Contractor's staff brings carts from the Customer's location to the curb or alley for servicing and returns the carts) for Customers with a disability upon request for no additional charge. Current estimated usage of this service is less than 1% of residential Customers.

Dumpster: Means a metal or plastic container, one (1) cubic yard to ten (10) cubic yards in volume, that is manufactured and used for the collection of Solid Waste or Recyclable Materials.

Effective Date: Means the effective date of the Agreement, which shall be the date stated in Section 4, Contract Period.

Electronics: Means any electronic device or electronic component as those terms are defined in the Colorado Hazardous Waste Regulations, 6 Code of Colorado Regulations 1007-3, Section 260.10.

Hazardous Waste: Any chemical, compound, substance or mixture that state or federal law designates as hazardous because it is ignitable, corrosive, reactive or toxic, including but not limited to solvents, degreasers, paint thinners, cleaning fluids, pesticides, adhesives, strong acids and alkalis and waste paints and inks.

Recyclable Cardboard: Means corrugated cardboard, and shall include, but not be limited to, materials used in packaging or storage containers that consist of three (3) or more layers of Kraft paper material, at least one (1) of which is rippled or corrugated. Cardboard shall be considered recyclable cardboard regardless of whether it has glue, staples or tape affixed, but not if it is permanently attached to other packing material or a non-paper liner, waxed cardboard or cardboard contaminated with oil, paint, blood or other organic material.

Recyclable Materials: Means the materials listed in Table 3 and any other materials identified by Contractor and approved by the City as recyclable materials, which have been separated from Solid Waste and can be recovered as useful materials and are properly prepared for the purpose of recycling.

Residential Units: Means and includes all single-unit residential buildings, and multi-unit residential buildings containing seven (7) dwelling units or fewer within the City, subject to certain exceptions and/or City-granted variances as stated herein, and any Service Opt-in Customers.

Exceptions:

- Residential Units served by Dumpsters;
- Home Owner Associations (HOAs) with existing Solid Waste and recycling collection contracts as of the Effective Date and that meet the requirements in Chapter 12, Article II and Chapter 15, Article XV of the City code.

Variances:

- **Shared Service** – A variance from paying the Service Opt-Out Fee may be granted by the City if a Residential Unit shares Collection Services with another Residential Unit and shows to the reasonable satisfaction of the City that the Residential Units with shared service consistently produce combined total waste in an amount equal to or less than is collected through the Super Saver Service. Variances for this reason are anticipated to apply to less than 0.5% of Customers.
- **Excess Producers** - A variance from paying the Service Opt-Out Fee may be granted by the City if a Residential Unit shows to the reasonable satisfaction of the City that the Residential Unit consistently produces waste in an amount greater than the XL cart service. Variances for this reason are anticipated to apply to less than 0.5% of Customers.

Service Commencement Date: The date Collection Services at the Residential Units begins. Such date shall be mutually agreed upon by the parties and will start not less than six (6) and not more than twenty-four (24) months from the Effective Date of the Agreement

Service Opt-in: HOAs that meet an exception to the definition of Residential Units and multi-unit residential buildings containing eight (8) or more dwelling units may opt in as a Customer.

Service Opt-Out Fee: Any Customer wishing to not receive the contracted service will be charged the Super Saver Service price in lieu of receiving service from the Contractor.

Service Suspension: Contractor shall allow Customers to suspend service once per year upon request for a minimum of one (1) and maximum of six (6) months. Customers who request a Service Suspension will be charged the Super Saver price during such period of time. Contractor may not charge the Customer to start or stop the Service Suspension.

Service Year: A period of 12 calendar months beginning on the Service Commencement Date.

Solid Waste: Means all refuse, putrescible and nonputrescible waste, excluding Electronics, discarded or abandoned vehicles or parts thereof, sewage, sludge, septic tank and cesspool pumpings or other sludge, discarded home or industrial appliances, hazardous wastes, materials used as fertilizers or for other productive purposes and Recyclable Materials or Yard Trimmings which have been source separated for collection.

Subcontractors: The Contractor may not subcontract any of the services without the prior written consent of the City. If any of the services are subcontracted with the consent of the City, the Contractor shall be solely responsible for the performance of all duties under the Agreement..

Super Saver Service: A Solid Waste service level that is less than the Small Cart service (but not necessarily 100% price differential) and is offered to Customers at a price less than the Small Cart service. Super Saver Service shall also include the same services as are included in the other Solid Waste service levels (Recyclable Materials, Yard Trimmings, and Bulky Items collection). Examples of Super Saver Service options are included in Section 4.1.

Wildlife-Resistant Carts: The City does not require wildlife-resistant carts.

Yard Trimmings: Means those materials included in Table 4, and any other similar organic materials identified by Contractor and approved by the City as yard trimmings.

3.0 DEMOGRAPHIC & CURRENT PROGRAM

Community Demographics

- Approximately 40,000-45,500 Residential Units in Fort Collins are eligible for Collection Services under this contracted service.
- Approximately 10,500 additional Residential Units are in HOAs with existing contracts for Solid Waste and Recyclable Materials collection.
 - Some of these HOAs may be found to have contracts that are not compliant with the City's requirements and may join the City's contract
 - These HOAs may be required to add Yard Trimmings collection service, which may be provided by the City's Contractor or the HOA's existing contracted hauler at each HOA's discretion. If the HOA chooses the City's Contractor, the HOA and the Contractor will individually negotiate the price for collection service. The requirement for Yard Trimmings collection is anticipated to begin concurrent with the Service Commencement Date. The HOA Yard Trimmings requirement may be considered by Fort Collins City Council as a code change along with adoption of the Residential Solid Waste Collection Agreement.

GIS / Geographic Information

City Limits

The Contractor shall provide Collection Services for Residential Units within the City Limits. The City Limits can be downloaded from the City's Geographic Information System (GIS) at <https://www.fcgov.com/gis/downloadable-data>.

Alleys

- City-maintained alleys can be viewed within the "Street Centerlines" GIS data download from www.fcgov.com/gis/downloadable-data. Filter data by STREETTYPE "Alley."
- Privately-maintained alleys include but are not limited to alleys in the following developments. These developments may or may not already have contracted collection via their Homeowners' Association (HOA):
 - Observatory Village
 - Harvest Park

- Old Town North
- Sienna (neighborhood east and west of Azuro Dr.)

Homeowner's Associations (HOAs) with Existing Contracts

A map of the location and relative size of the HOAs with existing Solid Waste and Recyclable Materials collection contracts as well as the Fort Collins City Limits are included in the Attachment 2.

Existing Program

Fort Collins currently has an open market system in which haulers are required to have a license. That license requires:

- Solid Waste
 - Weekly collection
 - Pay-As-You-Throw pricing with 100% price differential between three cart sizes including Small (\$X), Medium (\$2X), and Large (\$3X).
- Recyclable Materials
 - Minimum of every-other-week collection
 - Up to two Large Carts bundled with Solid Waste service for no additional charge
 - Hauler must offer choice of cart size to customer; including Large or Medium carts; some offer Small Carts or open-top 18-gallon tubs.
 - Current participation: 96% of households
- Yard Trimmings
 - Weekly collection from April – November
 - Residents must opt into the collection service and pay an additional fee
 - Current subscription rates: 23% of open market households, 5% of HOAs; a combined total of approximately 17% City-wide

Table 1 - 2021 Fort Collins Cart Distribution

	Super Saver Service	18-gal tub	Small Cart	Medium Cart	Large Cart
Open Market Solid Waste	1%	N/A	43%	41%	16%
Open Market Recycling	N/A	9%	0.1 %	53%	38%
Open Market Yard Trimmings	N/A	N/A	N/A	22%	1%
Contracted HOA Solid Waste	N/A	N/A	31%	36%	33%
Contracted HOA Recycling	N/A	17%	1%	42%	40%
Contracted HOA Yard Trimmings	N/A	N/A	N/A	3%	2%

4.0 SCOPE OF WORK/COLLECTION SERVICES

4.1 Solid Waste Collection

Core Service Rates proposed in the Price Sheet (Attachment 3) shall include the following Solid Waste Collection Service components.

Proposal Requirements - Solid Waste

Proposal shall include the following Solid Waste Collection Service components.

- Five service levels as described in Table 2
- Volume-based rates as described below
 - 100% price difference between cart sizes (except for Super Saver Service)
- Weekly collection
 - Super Saver Service may be less frequent
- Materials shall be collected from wheeled carts with lids as described below
- Any Solid Waste overflows shall be assessed an extra cost as described below
- At the City’s sole option, Contractor shall dispose of all Solid Waste at the Larimer County Landfill or the permitted landfill of the Contractor’s choice

**Table 2
VOLUME-BASED SOLID WASTE SERVICE DETAILS**

SOLID WASTE SERVICE LEVEL	CART SIZE	COLLECTION FREQUENCY	PRICING PER MONTH for CORE SERVICES
Super Saver Service	Less than Small service	To be described in proposal	Less than \$X
Small Service	30-39 gallon	Weekly	\$X
Medium Service	60-69 gallon	Weekly	\$2X
Large Service	90-99 gallon	Weekly	\$3X
XL Service	Two 90-99-gallon carts	Weekly	\$6X

Overflow Solid Waste

When a Customer sets out un-carted Solid Waste (including if a cart lid cannot fully close), the Contractor shall:

- Photograph the Solid Waste
- Affix an appropriately marked service tag to the Customer’s Solid Waste cart
- Collect the overflow Solid Waste on the same day as Solid Waste cart
- Charge the Customer an extra cost as follows:
 - Cost for overflow shall be proportional to the volume of overflow solid waste
 - Fee per 32-gallon bag equivalent shall be proposed in the Price Sheet (Attachment 3)
 - Contractor will retain the additional cost paid by the Customer
- Note that if Contractor selects bag / tag / sticker Super Saver Service, pre-paid bags or tagged or stickered bags shall not be considered overflow Solid Waste

Blocked Carts

If the Contractor cannot access a cart to service it, the Contractor shall:

- Photograph the cause of the issue
- Affix an appropriately marked service tag to the Customer's Solid Waste cart (and any other carts out for service that day). If attaching a tag is not feasible / practical, Contractor shall contact the Customer via text, email, or phone call to notify them of the problem and when their carts will next be serviced
- Contractor may leave the cart un-serviced until the service day that follows the removal of the situation blocking access to the cart(s)
- The following regularly scheduled service day, the Customer may set out 2x the regular amount of materials that would have been initially collected for no additional charge to account for the missed service. In this circumstance, materials equivalent to the regular service level shall not be considered overflow and Customer shall not be charged extra.
- If the blockage remains on the next service day, Contractor shall notify the City Representative and does not have to service the location until the blockage is addressed

Other Prohibitions

City code prohibits Customers from disposing of Recyclable Cardboard in Solid Waste or Yard Trimmings carts or Electronics in any cart. When Recyclable Cardboard appears to constitute 25% or more of a Solid Waste or Yard Trimmings cart or when Electronics are observed in any cart, the Contractor shall:

- Photograph the item(s) in the cart
- Affix an appropriately marked service tag to the Customer's Solid Waste cart
- Not service the cart until the Recyclable Cardboard is removed
 - Contractor may leave the cart un-serviced until the service day that follows the removal of prohibited materials
 - The following week, the Customer may set out 2x the regular amount of Solid Waste for no additional charge to account for the missed service the week prior. In this circumstance, bags equivalent to the regular weekly service level of Solid Waste shall not be considered overflow Solid Waste.
- If Customer has not removed the materials by the next service day, Contractor shall notify the City Representative for compliance action

Super Saver Service

Contractor's proposal shall include the container type and service frequency for the proposed Super Saver Service level. The service must be offered at a cost less than the Small Service but does not have to be a 100% price differential. The Super Saver Service must also include the same services as the other Solid Waste service levels (Recyclable Materials, Yard Trimmings, and Bulky Items collection). Examples of programs that would qualify as Super Saver Service that are active in northern Colorado are stated below. Contractors are welcome to propose different approaches.

Examples in Northern Colorado:

- Pay by the bag / tag / sticker:
 - Base monthly service fee includes Core Services (including curbside collection of Recyclable Materials, Yard Trimmings and Bulky Items collection)
 - Resident purchases pre-paid trash bags / tags / stickers at the Contractor's office and then places the bags out for collection on service day as needed. If this option is proposed, the proposal shall identify the location(s) where bags / tags / stickers may be purchased by the Customer. The location(s) must not be a City facility and must be within City Limits. The Contractor must accept cash and credit card payments for this service.
- 16-gallon carts: An insert is placed inside a 32-gallon cart to reduce the functional size to a 16-gallon cart that can be serviced weekly with automated trucks
- Every other week service: Super Saver Small Solid Waste carts have a different color lid and are only serviced every other week.

4.2 Recyclable Materials Collection

Core Service Rates proposed in the Price Sheet (Attachment 3) shall include the following Recyclable Materials Collection Service components.

Proposal Requirements - Recyclable Materials

Proposals shall include the following Recyclable Materials Collection Service components regardless of service options:

- The cost of Recyclable Materials collection shall be bundled in the Core Service price (i.e. the Customer's bill shall not include a separate itemized line-item price for Recyclable Materials collection)
- Standard service shall be a Large Cart
 - Residents can select a Medium Cart for no change in their monthly cost
- Collection shall be on the same day as Solid Waste collection
- Materials shall be collected in wheeled carts with lids
 - Note: The City will not offer open-top 18-gallon tub service because the tubs require manual collection and are a source of pollution when Recyclable Materials blow out of them
- At the City's discretion, Contractor shall deliver Recyclable Materials to the Larimer County Recycling Center or the permitted recycling center of the Contractor's choice
- Contractor proposals may identify any proposed additions to the materials in Table 3.
- Recyclable Materials shall not be landfilled unless the load is rejected from the recycling center due to contamination. If that occurs, Contractor shall notify the City Representative immediately with details of the incident / cause of the contamination. Contractor shall also include details and cause of the contamination incident in the regular report to City.

**Table 3
MINIMUM LIST OF RECYCLABLE MATERIALS TO COLLECT**

Recyclable cardboard	Plastic bottles, tubs, jugs and jars (#1,2 and 5)
Office paper (white and colored)	Aluminum cans, foil & pie plates
Magazines	Steel / tin cans & empty aerosol cans
Paperboard	Glass bottles and jars
Kraft paper	Aseptic containers

See City recycling guidelines poster at http://www.fcgov.com/recycling/pdf/2018_recycle_guidelines.pdf.

Recyclable Materials Service Scenarios

Proposals shall assume provision of Recyclable Materials Service for 100% of Customers. Proposals must provide pricing for two distinct service scenarios stated below. Contractor costs for each scenario shall be proposed in the Pricing Sheet (Attachment 3).

- Recyclable Materials Service Scenario 1: Every-other-week collection of up to two Large Recyclable Materials Carts
- Recyclable Materials Service Scenario 2: Weekly collection of one Large Recyclable Materials Cart

Recyclable Materials Contamination

The Recyclable Materials contamination threshold shall be 10% by volume. When the Contractor encounters a cart with 10% or more contamination, the Contractor shall:

- Photograph the item(s) in the cart
- Affix an appropriately marked service tag to the Customer's Recyclable Materials cart
- Not service the cart until the contamination is removed
- Contractor may leave the cart un-serviced until the service day that follows the removal of the contamination
- The following regularly schedule service day, the Customer may set out 2x the regular amount of Recyclable Materials for no additional charge to account for the missed service. In this circumstance, Recyclable Materials may be placed in Recyclable Cardboard boxes and shall not be considered overflow Recyclable Materials
- If the Customer has not removed the contamination by the next service day, the Contractor shall affix a service tag to the cart, service the cart as Solid Waste, and charge the Customer the equivalent overflow Solid Waste fee

4.3 Yard Trimmings Collection

Core Service Rates proposed in the Price Sheet (Attachment 3) shall include the following Yard Trimmings Collection Service components.

Proposal Requirements – Yard Trimmings

Proposal shall include the following Yard Trimmings service components regardless of other service options:

- The cost of Yard Trimmings collection shall be bundled in the Core Service price (i.e. the Customer’s bill shall not include a separate itemized line-item price for Yard Trimmings collection)
- Standard service shall be a Large Cart
 - Residents can select a Medium Cart for no change in their monthly price
- Materials shall be collected in the cart only (no loose materials will be accepted)
- Weekly service shall be provided seasonally from April 1st through November 30th each year
- Collection shall be on the same day as Solid Waste collection
- Materials shall be collected in wheeled carts with lids
- Contractor shall deliver Yard Trimmings to a permitted / licensed compost processing facility
 - Contractor shall receive approval from the City to take materials to a facility other than a permitted / licensed compost processing facility
 - Contractor proposals shall include the planned destination(s) for Yard Trimmings
 - Contractor proposals may identify any proposed additions to the materials included in Table 4
- Yard Trimmings may not be landfilled unless load is rejected from the Yard Trimmings destination due to contamination. If that occurs, Contractor shall notify City contact immediately with details of the incident / cause of the contamination. Contractor shall also include details and cause of the contamination incident in the regular report to City.

**Table 4
MINIMUM LIST OF YARD TRIMMINGS TO COLLECT**

Brush & Limbs sized to fit in the cart
Grass Clippings
Leaves
Garden Trimmings / Weeds / Plant Material

Yard Trimmings Service Scenarios

Proposals must provide pricing for two distinct service scenarios stated below. Contractor price for each scenario shall be proposed in the Pricing Sheet (Attachment 3).

- Yard Trimmings Service Scenario 1:
Bundled seasonal Yard Trimmings collection service for 100% of Customers.
- Yard Trimmings Service Scenario 2:
Optional seasonal Yard Trimmings collection service with estimated participation rate of 75% of Customers. In Scenario 2, Customers would be automatically enrolled in the service but could contact the Contractor to decline collection service and receive a predetermined reduction in the Core Service price.

Yard Trimmings Contamination

The Yard Trimmings contamination threshold shall be 10% by volume. When the Contractor encounters a cart with 10% or more contamination, the Contractor shall:

- Photograph the item(s) in the cart
- Affix an appropriately marked service tag to the Customer's Yard Trimmings cart
- Not service the cart until the contamination is removed
- Contractor may leave the cart un-serviced until the service day that follows the removal of the contamination
- The following week, the Customer may set out 2x the regular amount of Yard Trimmings for no additional charge to account for the missed service. In this circumstance, Yard Trimmings may be placed in paper yard waste bags and shall not be considered overflow Yard Trimmings.
- If the Customer has not removed the contamination by the next service day, the Contractor shall affix a service tag to the cart, service the cart as Solid Waste, and charge the Customer the equivalent overflow Solid Waste fee

4.4 Periodic Residential Bulky Items Collection

Proposal Requirements – Bulky Items

Proposal shall include the following Bulky Items service components regardless of other service options:

- Collection on an on-call basis
- Collection within one calendar week of request
- Collection need not be on the same day as regular Solid Waste services
- Contractor proposal shall include proposed collection equipment
- The City prefers but does not require proposal elements that encourage reuse of Bulky Items rather than landfilling them
- The Contractor shall track the number of and types of items collected (in categories mutually agreed upon by the Contractor and the City)
- Bulky Items shall be proposed in the Pricing Sheet (Attachment 3) in two categories:
 - 1) No Additional Fee Bulky Items

Shall include common household items, including but not limited to non-freon containing appliances and furniture, excluding the following:

 - Hazardous waste
 - Electronics
 - Yard waste
 - Recyclable Cardboard
 - Items that weigh over 60 pounds
 - Items larger than 6' x 6'

2) Additional Fee Bulky Items

Shall include items for which Customers will be charged an extra fee

- Contractor shall include in the Pricing Sheet (Attachment 3) any Additional Fee Bulky Items and the amount proposed for each of them.

Bulky Items Collection Scenarios

Proposals must provide pricing for two distinct service scenarios stated below. Contractor costs for each scenario shall be proposed in the Pricing Sheet (Attachment 3).

- Bulky Items Collection Scenario 1: Collection of up to two No Additional Fee Bulky Items / year for each Customer
 - The price of this Bulky Items Collection Scenario 1 shall be bundled in the Core Service price (i.e. the Customer's bill shall not include a separate itemized line-item price for Bulky Items collection)
 - Contractor can charge the Customer the additional price included in the contract for each Additional Fee Bulky Item.
 - Customer will pay Contractor directly for each Bulky Item collection requested beyond the two included items. Pricing for these additional Bulky Items shall be the pricing proposed in Bulky Items Service Scenario 2.
- Bulky Items Collection Scenario 2: Collection of unlimited Bulky Items for a separate price
 - Customer will pay Contractor directly for each item. The price will be separate from the Core Service price.

4.5 Dumpster Service for Multi-Unit Residential and Commercial Customers

In the Price Sheet (Attachment 3), proposals shall include pricing for Solid Waste and Recyclable Materials Dumpster service for multi-unit residential buildings or commercial buildings that opt in to receive such Dumpster service by Contractor. Service frequency and Dumpster sizes requested are included in the Price Sheet (Attachment 3).

4.6 Other Services or Additional Material Collections or Other Ways to Improve Program

Nothing in this Request for Proposals is intended to limit the Contractor from offering other services or collecting additional materials or other ideas for ways to improve the program subject to the following:

- Such supplemental service(s) enhances services under the City's Agreement and supports the City's sustainability goals
- Collection is compliant with the terms of the City's Agreement and all local, state and federal laws and regulations
- Materials are managed at appropriately licensed / permitted facility
- The City does not wish to pursue seasonal Yard Trimmings collection events or Bulky Items collection days as part of the scope of the RFP

5.0 OPERATIONAL SPECIFICATION

The Contractor shall provide all resources, equipment, and personnel necessary to perform all services described herein.

5.1 Carts

The Contractor shall purchase, assemble, and deliver all Solid Waste, Recyclable Materials, and Yard Trimmings carts as part of the City's contract. Cart ownership will transfer to the City at the end of the Agreement Term. The cost of the carts shall be itemized in the Price Sheet for purposes of this proposal. The Customer's bill shall not include a separate itemized line-item price for carts. The quoted price shall not include any grant funding. The final pricing for carts shall be reduced an amount equal to any grant funding provided by the City.

Carts shall be new, wheeled units that meet the following criteria:

- The cart body and lid shall be distinct for Solid Waste, Recyclable Materials and Yard Trimmings carts. Cart colors shall be:
 - Grey for Solid Waste (if grey carts significantly alter the cart price, Contractor can propose an alternative color other than blue or green)
 - Blue for Recyclable Materials
 - Green for Yard Trimmings
- Cart sizes available must be consistent with service levels in Section 4.
- Carts must be compatible with industry standard collection equipment
- Carts shall be manufactured with a minimum of five percent (5%) residential post-consumer recycled plastic content based on the weight of the entire mass of the body, lid and wheels
- Radio Frequency Identification (RFID) tags must be embedded in carts at the time of manufacturing
 - Contractor is not required to purchase RFID reading equipment or to use an RFID tracking or data management system
- Carts shall be hot-stamped with City logo, contact phone number, and have full-color guidelines for acceptable/unacceptable materials printed on the lids of the Recyclable Materials and Yard Trimmings carts
 - City will provide information and artwork for hot stamp and guidelines printing
 - Contractor information shall not be included on carts
- Contractor proposal shall include the proposed cart manufacturer, model number, and brief summary of the basis for the selected cart manufacturer and model.
 - The City retains the right to approve cart manufacturer
- Contractor proposal shall include details about the cart warranty, including length of warranty and transferability to the City at the end of the Agreement Term.

Grant Funding

The City has secured \$15 per Recyclable Materials cart in grant funding from The Recycling Partnership to offset part of the Recyclable Materials cart cost. The City continues to seek grant funding to offset other cart costs. The quoted price shall not include any grant funding. The final pricing for carts shall be reduced by an amount equal to any grant funding provided by the City.

Cart Exchanges and Replacement

Initial Service Start-Up:

- Existing service providers who are not awarded the contract will coordinate with the City to remove their carts from households shifting to the City contract in a timely manner and with no charge to the household, per City code
- Contractor proposal shall include a strategy for removing existing Customer carts and replacing with new carts as well as providing carts to new Customers during the transition period with no service disruption
- Initial cart delivery and collection of the Contractor's existing carts shall be at no charge to the Customer

Ongoing:

- The following cart services shall be provided to the Customer for no additional charge
 - Initial delivery of carts when a new Customer starts service
 - Collection of carts when a Customer ends service
 - Repairing or replacing broken or missing carts
 - Exchanging carts for a different service size
 - Cart delivery or exchange for any other reason
 - Contractor shall provide up to two delivery / exchange / repair instances per service address per year for no additional charge (each instance could involve one or more carts)
 - Contractor can charge Customer a delivery / exchange fee for delivery / exchange / repair needs beyond two instances per year
- Contractor shall deliver carts requested due to service level change requests, new service or replacements within 2 business days of request
- Contractor proposal shall provide an overview of the strategy for maintaining the optimum inventory and mix of cart sizes to support Customers

Cart Maintenance

Contractor shall provide routine cart maintenance, repair and replacement. The cost for such services shall be incorporated into the cart cost proposed in the Pricing Sheet (Attachment 3).

Contractor shall:

- Maintain carts graffiti-free and in good working condition
- Clean up any spills or litter caused by collection or transportation, regardless of whether it is on public or private property
- Repair any damaged carts that can reasonably be returned for regular service
- Replace carts that cannot reasonably be repaired
- Recycle any decommissioned carts

Contractor proposal shall include the proposed location(s) for ongoing cart storage, cleaning and repair.

5.2 Collection Vehicles

The Contractor shall provide all vehicles and equipment needed for materials collection and transportation in an efficient and environmentally-sensitive manner.

The Contractor's proposal shall include details regarding the vehicles it intends to use for the Collection Services. Details must include, but are not limited to the following:

- Vehicle type, manufacturer, and model number
- Number of vehicle by vehicle type
- Fuel by vehicle type
- Average vehicle age by vehicle type
- Overview of vehicle replacement schedule
- Overview of preventative and corrective maintenance programs

Provide the date, description and resolution/corrective action taken for any vehicle accidents, infractions, or overweight vehicles that occurred within the last three (3) years.

When operational, all collection and transfer vehicles shall:

- Cover their loads
- Be kept in good repair and appearance
- Be clean and sanitary
- Be compliant with all local, state and federal safety and inspection regulations

Any vehicle leaks or spills shall be cleaned up as soon as possible and no later than 24 hours after occurrence.

Contractor proposal shall include plan to track and address overweight vehicles. Instances of overweight vehicles shall be included in the regular report to the City.

Sustainable Vehicles

City goals include decreasing pollution and increasing sustainability. The City welcomes proposals that further these goals.

Proposals shall include the Contractor's level of commitment and timing to implement some or all of the following strategies to support greenhouse gas reduction.

- Convert to and/or expand alternative fuel vehicles, especially electric and/or natural gas vehicles utilized to provide Collection Services in the City
- Equip vehicle engines with emission-after-treatment devices such as NOx reduction catalysts and particulate filters
- Equip vehicles with operate-in-gear-at-idle technology and automatic engine shut-off systems
- Implement other reasonable mitigation or pollution prevention equipment or practices
- Implement noise reduction technology such as low-noise bin lifters and quiet work practices

An evaluation of fleet status will be a compulsory component of any consideration to a proposed change in pricing due to the cost of fuel.

5.3 Collection Personnel

The Contractor shall maintain staffing levels required to support the Collection Services on the schedules set forth herein. The Contractor shall have implemented a current Department of Transportation (DOT) compliance policy. Such policy shall be subject to audit and review by the City with reasonable prior notice.

At a minimum, all vehicle drivers shall be:

- Licensed by the State of Colorado with a valid Class B Commercial Driver License (CDL) with air brakes endorsement
- Alert, careful, courteous and competent
- Appropriately trained in operations and safety measures
- Provided with appropriate communication tools and Personal Protective Equipment (PPE)

Cell phones shall not be used in a moving vehicle.

5.4 SAFETY

The Contractor shall embrace a culture of safety to include a documented safety program for the Collection Services. The safety program must include as a minimum the following:

- Health and Safety Training
- Employee/Management Responsibility
- Hazard Recognition and Control
- Incident Reporting and Investigation

The Contractor shall track and report its Experience Modification Rate (EMR) on an annual basis. As part of the proposal please provide the EMR for the previous three (3) years.

The Contractor shall track and report its OSHA Total Recordable Incident Rate (TRIR) and Days Away Restricted or Transferred (DART) calculated as follows:

TRIR	$\frac{\text{Number of recordable cases} \times 200,000}{\text{Number of hours worked}}$	DART	$\frac{\text{Number of DART cases} \times 200,000}{\text{Number of hours worked}}$
-------------	--	-------------	--

5.5 Collection Schedule

Solid Waste, Recyclable Materials, and Yard Trimmings shall be collected from each Customer on the same day. On-call Bulky Items collections can be on a different day.

Hours and Holidays

All collections shall be conducted between 7 AM and 7 PM Monday through Friday and 7 AM to 7 PM on Saturdays during any week with a holiday. No collections shall occur on Sundays or holidays unless expressly authorized by the City Representative. Holidays shall include New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.

Severe Weather Protocol

Contractor may suspend service on days that the City closes or when the City declares a late start due to severe weather or other times authorized by the City Representative. In the event of a closure/late start due to severe weather, the City will post a notification by 5 AM.

Contractor shall collect any missed collections due to suspended service within one calendar day of City facilities opening unless otherwise approved by the City Representative. The resumed service may cause a similar delay to other service days throughout that service week. (For example, if service is suspended on a Tuesday and resumes on Wednesday, the Tuesday Customers would be serviced on Wednesday and so on, including Friday collections taking place on Saturday.)

5.6 Program Transition Services

The transition period will begin on the contract Effective Date and end on the Service Commencement Date.

City Responsibilities

- Collaborate with the Contractor to design public notifications and service tags for the Collection Services
- Provide City information for cart hot stamps and artwork for printed material guidelines on cart lids
- Help to resolve questions while Contractor develops service address list
- Determine whether HOAs with existing hauling contracts comply with City requirements (and thus are exempt from the City contracted hauling program) and share that information with the Contractor
- Provide a phone number that shall be routed to the Contractor and that the Contractor shall use for all customer service inquiries, requests, complaints and other as related to this contract. The City will keep the phone number for contract customer service, regardless of whether a different Contractor is selected in the future
- Coordinate removal of carts from Customers of other service providers
- Establish Customer billing rates based on the contract pricing and the City's administrative fee established by the City Council

Contractor Responsibilities

Contractor's proposal will include proposed dates for each of the following activities to be completed during the transition period and thereafter during the term of the contract:

- Develop, produce and distribute public notifications to Customers
 - Contractor shall collaborate with the City to design the public notifications and City shall have final approval authority
 - Contractor shall distribute public notifications at the following times at a minimum
 - During the initial start-up period
 - When new Customers start service (after the service start-up period)
 - When Customers change service levels at any time
 - Annually to all Customers at a time agreed upon with City Representative
 - The notification shall be in a multi-color, user-friendly format with any text in both English and Spanish and shall include:
 - Available service levels and rates
 - Annual collection calendar

- Set-out times and locations
 - Directions for changing service levels, managing overflow Solid Waste, contamination, and requesting additional services
 - Guidance on acceptable and unacceptable materials in Recyclable Materials and Yard Trimmings carts
- Develop service address list
 - Facilitate and manage Customer cart size selection
 - Conduct all billing set up
 - Develop and distribute a collection calendar(s) for all Customers
 - Produce service tags to address situations such as blocked carts, Solid Waste overflows, contaminated Recyclable Materials or Yard Trimmings, or other conditions that impact service or safety. Tags shall:
 - Include text in English and Spanish
 - Be made of durable, water-resistant material that can be written on
 - Be printed with 1 color
 - Have a mechanism for temporary attachment to carts
 - Be a minimum size of 5" x 10"
 - Remove all carts from existing Customers at no additional cost per Section 5.1
 - Provide all other services stated in the RFP and/or required to provide Collection Services in accordance with the terms of the Agreement.

5.7 Customer Billing

All Customer billing shall be conducted by the Contractor on behalf of the City.

Customer rates will be established by the City based on Contract pricing and City administrative fee. Rates and fees shall remain unchanged during each Service Year unless otherwise approved by an amendment to the Agreement. Customer bills may be on a monthly or quarterly schedule and can be assessed in advance or in arrears. Contractor proposal shall include the anticipated billing frequency and whether it will be assessed in advance or in arrears and why.

Contractor proposal shall address how the Contractor proposes to address the funding from Extended Producer Responsibility when it comes available. See C.R.S. 25-17-101 et seq.

All Customer bills shall include the following:

- Applicable Core Service rates
- Statement that Recyclable Materials collection (and seasonal Yard Trimmings collection if City selects Yard Trimmings collection scenario 1) are bundled services (i.e., Customer cannot elect not to receive)
 - City will provide text
- Separate itemization of any fees for overflow Solid Waste, contamination, Bulky Items collection and any other fees approved by the City
 - The only fees allowed on Customer bills are those described in this Request for Proposals and incorporated into the executed agreement. *All costs of service must be addressed in the Core Service rate or fees described in this Request for Proposals*

- City administrative fee(s) may be itemized separately or included with the Core Service price at the City's discretion. If itemized, the City will provide text to be included
- Bills shall include text in Spanish providing Customers with directions for requesting their full bill in Spanish

The Contractor shall provide Customer name, service address, billing address, phone number, Customer email, cart number and related cart sizes per service type to the City in an electronic format acceptable to both parties at the end of the Agreement.

5.8 Customer Service and Education

All customer service functions shall be provided starting in the transition period and shall continue through the Agreement Term. Contractor proposal shall include dates within the transition period when partial and/ or full Customer service capabilities will be provided that align the Contractor's proposed transition schedule.

Dedicated Customer Service Representatives

Prompt customer service from representatives that understand Fort Collins' program is very important to the City. Although the City prefers the Contractor's customer service office to be located in Fort Collins, the City will consider other approaches. However, all dedicated customer service staff shall have a comprehensive working knowledge of Fort Collins neighborhoods and the specific details of services and rates provided under the Agreement. Contractor proposal shall include the number of customer service representatives they will dedicate to service the Customers (distinct from centralized call center responsibilities that service many communities), where the customer service representatives will be located, and how Contractor will ensure customer service representatives are familiar with Fort Collins' contract and neighborhoods.

Customer Service Hours

Dedicated customer service staff shall be available at a minimum from 8 AM to 5 PM MST Monday through Friday and Saturdays during weeks when holidays or service suspensions require Saturday collections. Contractor proposal shall include the hours for which dedicated customer service representatives will be available for Customers. Contractor proposal may, but is not required to, propose roll over hours to national call centers to extend customer service hours (only outside of minimum business hours).

Customer Queries, Complaints and Service Change Requests

The Contractor shall detail in the RFP response their approach to effectively meet the following requirements:

- Address all issues directly
 - The City shall not be the default customer service provider
- Answer Customer contacts primarily with live personnel
 - When call volume is unexpectedly high and live personnel are addressing other City queries, Customers shall be able to leave direct voice mail message; Contractor shall respond to Customer query within 1 business day
 - Maintain an average hold time of two minutes or less for customer service over the phone
 - Maintain an average abandonment rate of less than one percent of customer calls for customer service over the phone

- Resolve any missed collection issues within 1 business day
 - Excluding delays associated with service suspensions
 - Excluding instances where Customer had late set-out, blocked cart or excessive contamination (all of which shall be resolved or referred to the City within 1 calendar week)
- Resolve any other Customer or City complaints within 2 business days
- Respond to any service change or Bulky Items collection requests within 2 business days
 - Actual change or collection shall be completed within 1 calendar week
- Resolve all complaints and requests to the satisfaction of Customers and the City
- City shall have access to the recording of any complaints received via phone (upon request)
- City Representative or their designate shall be copied on all responses to written complaints via email, forms, or other means. The original complaint shall be included in any response.
- Contractor proposal may include proposed Customer service metrics beyond those stated in Section 5.9

Public Outreach and Education

The City will conduct comprehensive public outreach and education activities throughout the Agreement Term. The Contractor shall support these efforts by:

- Producing and distributing Customer notifications as described in Section 5.6
- Maintaining a Fort Collins-specific website page(s) with the same information required for Customer notifications
- Providing Customers with the ability to request service changes online (such as start / stop service, cart size change, Bulky Items collection, report a missed collection, opt out of Yard Trimmings collection (if applicable) etc.)
- Providing service tags and utilizing them as noted throughout this RFP,
- Providing Customers with options for e-mail and text reminders prior to collection days
- Providing the City with information that will impact Customer service at least thirty days before any changes go into effect
 - Including changes in accepted Recyclable Materials or Yard Trimmings, equipment, routing, collection schedule etc.

Contractor proposal shall include examples of similar customer notifications, service tags, websites, and collection day reminders created for other communities it has serviced, if applicable.

5.9 Regular Reports

All reports shall be submitted electronically in a format and with a level of detail that is acceptable to the City. Each report shall include information since the last report (monthly / quarterly / annual). Monthly reports shall be submitted within 15 days of the end of the month. Quarterly and annual reports shall be submitted within 30 days of the end of the month / quarter / year. Information within each topic area shall be sorted by Customer address unless otherwise specified below. For the purpose of this section, service type shall mean Solid Waste, Recyclable Materials, or Yard Trimmings. All reporting periods shall be based on a calendar year. The City reserves the right to request additional information mutually agreed up on by the City Representative and the Contractor. Reports shall include the following:

Immediate Reporting

- Contaminated loads of Recyclable Materials or Yard Trimmings that include materials from Customers that are rejected from processing facilities.
 - Include date, service type, contamination type, situation that caused contamination, and any other relevant details
- Prohibited materials in carts or blocked carts that are not corrected within one week by Customer.

Monthly Report

- Materials collected
 - Scale-based weight data for Solid Waste, Recyclable Materials, Yard Trimmings and Bulky Items collections, including facilities where they were delivered for reuse, recycling, composting, disposal or other management.
 - The weight of City materials in any mixed loads that also includes non-City Solid Waste can be estimated using methodology acceptable to the City
 - If materials were delivered to more than one facility, include the scale-based weight data for each facility
- Customer complaints
 - Include date of complaint, service address, complaint type, resolution, and date resolved
 - For purposes of this report, a complaint is any customer contact other than a service change or information request
 - Contractor and City will develop list of complaint types that are mutually agreeable, and they may include missed pick up, unsafe driving, spills, operating outside permitted hours, customer service phone call hold times, other customer service issues, etc.
- Missed collection
 - Date of missed collection, date of resolution, service type missed, service address, and whether missed collection was due to Contractor or Customer (i.e. late set out, blocked cart etc.)
- Contaminated loads of Recyclable Materials or Yard Trimmings rejected from processing facilities
 - Include date, service type, contamination type, situation that caused contamination, and any other relevant details

Quarterly Report

- Number of Customers receiving Collection Services through the City contract
- Financials
 - Amount of administrative fee collected for remittance to the City
 - Any known performance violations and associated liquidated damages to be remitted to the City
 - Fees charged for the quarter sorted by fee type
 - Number of accounts over 90 days delinquent
- Special service situations and fees assessed
 - Include the incident date, service address, incident resolution and fee charged for the following incident types:
 - Overflow Solid Waste

- Prohibited items in Solid Waste carts (such as Recyclable Cardboard, Electronics, etc.)
 - Blocked carts
 - Contaminated Recyclable Materials carts
 - Contaminated Yard Trimmings carts
- Bulky Items collection
 - Service address, date service request received, date of bulky item pick up, and number of items by type (in categories agreed upon by Contractor and the City)
 - Customer service
 - Number of customer communications
 - Include date and type of customer service (complaint, service change, or information request)
 - Average hold times for phone calls
 - Average number of phone calls per time of day
 - Contractor and City shall mutually determine time categories, such as before 8 am, 8am-11am, 11am-1pm, 1pm to 3pm, 3pm -5pm, after 5pm
 - Cart activity (includes deliveries, replacements, repairs, removal or exchanges)
 - Include type of cart, type of action (delivery, repair, replacement, removal, exchange), request date, completion date, and service address. If Customer is changing cart size, include the initial and new cart size.
 - New opportunities: any new opportunities identified by Contractor to decrease materials landfilled, increase reuse, recycling or composting of materials
 - Number of Customers opting out of Collection Service

Annual Report

- Annual summary of the number of the following
 - Missed collections by Contractor*
 - Missed collections due to Customer (late set-out, blocked cart etc.)*
 - Number of contaminated loads of Recyclable Materials or Yard Trimmings rejected by processor with brief notes of the cause
 - Carts delivered, repaired, replaced, removed or exchanged, sorted by activity type as a number and as a percentage of carts serviced by Contractor's Collection Services
- * Express these data points as a raw number and as a percentage out of all the Customers receiving Collection Services through the City
- Annual summary of each of the following Financials
 - Amount of administrative fee remitted to the City
 - Amount of performance violations and associated liquidated damages remitted to the City
 - Amount of fees charged, sorted by fee type
 - Core Service rates charged to Customers
 - Summary of Bulky Item material collection by item type
 - Facilities where City Solid Waste, Recyclable Materials, Yard Trimmings and Bulky Items were delivered for reuse, recycling, composting, disposal or other management

- New opportunities: any new opportunities identified by Contractor to decrease materials landfilled, increase reuse, recycling or composting of materials

Available to City Upon Request

- Customer and service level details
 - Customer name, service address, billing address, phone number, Customer email, cart numbers and related cart sizes per service type
- Customer invoice
- Photograph of any incident of overflow solid waste, prohibited item in Solid Waste cart, blocked cart, contaminated Recyclable Materials cart, contaminated Yard Trimmings cart
- Recording of customer service interactions over the phone

Quarterly Meeting

City representative and Contractor contact shall meet quarterly to review and discuss Contractor performance. Either entity may also invite additional staff members as appropriate.

Records Retention and Auditing Rights

The Contractor shall maintain all records for a minimum of three (3) years from the end of the Agreement Term and any extension. Contractor records shall be available at all reasonable times for inspection by the City. The City will retain full auditing rights of the Contractor's accounting records as they pertain to the City's contract.

5.10 Solid Waste, Recyclable Materials and Yard Trimmings Composition Analysis

If the City or any agent hired by the City conducts a composition analysis of Solid Waste, Recyclable Materials, Yard Trimmings or other materials, the Contractor shall support by diverting loads identified by the City Representative or their agent to the designated sort site (within Larimer County) during the composition analysis.

Contractor proposals may include a description and prices (see the Pricing Sheet (Attachment 2)) for the Contractor to conduct an annual Solid Waste composition analysis to identify Recyclable Materials and Yard Trimmings still being landfilled, and possible composition analysis of Recyclable Materials and/or Yard Trimmings to identify contamination percentages and items. Composition analysis should utilize the same material categories as past City composition analysis and the same methodologies as much as possible. See 2016 City Solid Waste Composition Analysis at https://www.fcgov.com/recycling/pdf/2016_Landfill__Waste_Composition_Report_28Fort_Collins29.pdf?1555024955

5.11 Contractor Compensation

Service Price Changes

The City agrees that the Contractor's pricing as stated in Attachment 3 may be adjusted annually beginning on the first anniversary of the Service Commencement Date and annually thereafter to reflect changes in the cost of doing business except in instances when performance violations on contract non-compliance issues are unresolved. The adjustment will be the lesser of the Denver-Boulder-Greeley Consumer Price Index (CPI) or three percent annually.

Uncontrollable Cost Increases or Decreases

On an annual basis beginning on the first anniversary of the Service Commencement Date the Contractor may petition the City for an additional pricing adjustment due to uncontrollable costs such as disposal or processing tip fee increases, fuel cost increases or changes in applicable regulations. The Contractor shall petition the City at least ninety (90) days prior to the anniversary date. Price adjustment petitions developed by the Contractor shall consider decreases in fuel costs (if any) as reported by the US Energy Information Administration for the Rocky Mountain region and / or Recyclable Materials tip fees as a potential counter-balance for other uncontrollable costs. Any pricing change under this subsection shall be effective on the anniversary of the Service Commencement Date.

Any petition shall include documentation to justify how the cost increases exceed the three percent per year standard increase. The City reserves the right, as a condition of approval, to inspect Contractor financial records that justify a change in the pricing. The City has no obligation to approve any petition but acknowledges uncontrollable costs may occur and intends to negotiate with the Contractor in good faith.

5.12 Administrative Fee and Liquidated Damages Remittance

The Contractor shall collect the administrative fee through Customer billing on behalf of the City. Contractor shall remit the administrative fee and liquidated damages from performance violations to the City within 30 calendar days of the last day of the calendar quarter via check or electronic transfer (at the City's discretion).

6.0 CONTRACTOR PERFORMANCE

6.1 Performance Standards & Liquidated Damages

Performance standards and liquidated damages for non-compliance to the Agreement requirements are stated in Table 5. In the event the Contractor fails to sustain the stated Performance Standard and/or any non-compliance with the terms of the Agreement may be considered a default subject to resolution in accordance with the terms of the Agreement. Table 5 consists of the following sub-tables:

In the event of a non-compliance, the City will notify the Contractor in writing of the basis of each assessment of liquidated damages and will work in good faith with the Contractor to resolve any disputes related to liquidated damages. Liquidated damages will be due to the City on the next quarterly remittance following assessment of the liquidated damages (per Section 5.12).

See Next Page for Table 5

Table 5
PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

Material Conditions for Contract Default

PERFORMANCE STANDARD VIOLATION	LIQUIDATED DAMAGES	CALCULATION BASIS	PERFORMANCE STANDARD
Failure to meet schedule for any transition activity	\$500 per day	Daily	100%
Failure to deliver all Solid Waste to Larimer County Landfill or other permitted landfill (depending on scenario City selects), all Recyclable Materials to Larimer County Recycling Center or other permitted recycling center (depending on scenario City selects), and all Yard Trimmings to approved facilities OR landfilling properly source separated Recyclable Materials or Yard Trimmings	\$3,000 per load	1 - Load	100%
Failure to maintain required insurance coverage	\$5,000 per incident	Insurance expiration date	100%
Failure to maintain irrevocable letter of credit	\$5,000 per incident	IRLOC expiration date	100%
Misrepresentation in reporting including inaccurate City administrative fees or liquidated damages	\$5,000 per incident	Each Reporting Period	100%
Contractor utilizing a driver to provide Collection Services that does not have a valid Class B CDL with air brakes endorsement and Colorado Drivers' License and/or is not current with DOT required training or other DOT requirements	\$1,000 per driver per day	All Drivers	100%
Delayed remittance of City administrative fees or liquidated damages	\$500 per day	Each Billing Period	100%
Failure to participate in mutually scheduled quarterly meeting	\$1,000 per incident	Each Quarterly Meeting	100%
Failure to allow City audits or maintain records for 3 years	\$3,000 per incident	Each City Audit	100%
Failure to provide the date, description and resolution/corrective action taken for any vehicle accidents, infractions, or overweight vehicles that occurred within the last three (3) years.	\$1,000 per incident	Each Reporting Period	100%

EXHIBIT A

Item 7.

Failure to deliver specified loads of material to a designated location in support of a material composition analysis conducted on behalf of the City	\$1,000 per load per audit	Annual Audit	100%
Failure to appropriately bill Customers according to the Agreement OR bill for fees not approved by City OR failure to provide text in Spanish with directions for accessing full bills in Spanish	\$3,000 per billing	Each Billing Period	100%
Failure to provide the number of dedicated service representatives familiar with city neighborhoods and City contract during business hours that are agreed upon in Service Agreement	\$500 per day	Daily	100%

Daily Operations

PERFORMANCE STANDARD VIOLATION	LIQUIDATED DAMAGES	CALCULATION BASIS FOR PERFORMANCE STANDARD	CORRECTIVE ACTION TIME PERIOD	PERFORMANCE STANDARD
Collection before 7 AM or after 7 PM or not on the designated scheduled collection day (each route shall be separate incident)	\$250 per incident	Monthly	Collected between 7AM and 7PM on scheduled collection day	98%
Failure to collect missed collections within 1 business day (excludes late set-outs & blocked carts which shall be collected within 1 calendar week) (excludes severe weather delays, which shall be serviced in accordance with Section 5.5)	\$250 per Customer per day	Monthly	Within specified time frame	98%
Failure to deliver carts after service start-up OR to replace damaged/lost carts within 2 business days	\$250 per day per cart	Monthly	Within 2 business days	98%
Failure to respond to Customer queries within 1 business day	\$250 per incident	Monthly	Within 1 business day	98%
Failure to resolve billing inquiries and disputes within two business days (including Saturdays where staffing is required)	\$250 per incident	Monthly	Within 2 Business Days	98%
Failure to maintain an average hold time of two minutes or less for customer service over the phone	\$250 per incident	Monthly Average	<2 Minutes	98%

EXHIBIT A

Item 7.

Failure to maintain an average abandonment rate of less than one percent of customer calls for customer service over the phone	\$250 per incident	Monthly Average	<1% of Customer Service calls	98%
Failure to resolve Customer or City complaints within 2 business days	\$250 per Customer per day	Monthly	Within 2 business days	98%
Failure to clean up any vehicle leaks or collect materials spilled during the execution of Collection Services within 24 hours	2X cost of clean-up incurred by City	Monthly	Within 24 hours	100%
Collection of overflow Solid Waste, prohibited materials, contaminated Recyclable Materials or contaminated Yard Trimmings without tagging & charging appropriate fee to customer	\$500 per incident	Monthly	Each Customer	98%
Failure to maintain carts in good working condition including needed repairs in accordance with the Agreement	\$100 per Cart	Monthly	Each Customer's	98%
Late or incomplete submission of on request, monthly, quarterly OR annual reports	\$250 per day	Monthly / Quarterly/ Annually	Within specified time frame	100%
Failure to cover vehicles that contain Solid Waste, Recyclable Materials, Yard Trimmings or Bulky Items OR to maintain vehicles that are clean, sanitary & in good working order	\$250 per incident	Each Load	Each Vehicle	100%
Failure to provide Bulky Item collection within 1 calendar week of Customer request	\$250 per Customer per day	Monthly	Within 1 calendar week	98%
Driver providing Collection Service utilizing a cell phone in a moving vehicle	\$500 per cell phone infraction	Monthly	All drivers	100%
Failure to maintain required color-coding for Solid Waste, Recyclable Materials or Yard Trimmings carts OR to maintain hot-stamp labels on all carts OR to maintain printed material guidelines on Recyclable Materials or Yard Trimmings carts	\$250 per cart per day	Monthly	Each Cart	98%
Failure to distribute approved notifications & collection calendars OR to develop/use approved service tags	\$250 per day	Monthly	Within specified time frame 98%	98%

6.2 Contactor Performance Review

The City reserves the right to conduct a full review of Contractor performance at any time during the contract term if any condition identified in the Agreement (see Attachment 4) occurs. If during the

review process the City finds that Contractor performance is unacceptable (regardless of remedies completed or penalties paid), it may subject the Contractor to the requirements of the termination clause in the Agreement (Attachment 4).

6.3 Irrevocable Letter of Credit

During the Term of the Agreement, the Contractor shall maintain an Irrevocable Letter of Credit as stated in the Agreement. (See Attachment 4).

7.0 REVIEW AND ASSESSMENT CRITERIA

Contractors will be evaluated on the criteria stated in Table 7. This set of criteria will be the basis for review and assessment of the written proposals and optional interview session. At the discretion of the City, interviews of the top-rated Contractors may be conducted.

The rating scale shall be from 1 to 10 for each criteria category with the following baseline for ratings:

- 1 = does not meet minimum requirements
- 5 = fulfills the minimum requirements
- 10 = exceeds minimum requirements in that category

Table 7

PROPOSAL EVALUATION CRITERIA

CRITERIA	WEIGHTING
Acceptance Key Components of City Contract and Ability to Meet Service Requirements	10%
Strategy(ies) for Enhanced Sustainability and Equity	15%
Commitment to a High-Level of Customer Service	35%
Customer Pricing	40%
Total	100%

8.0 ANTICIPATED SCHEDULE

The following represents the City’s target schedule for the RFP. The City reserves the right to amend the target schedule at any time.

- RFP issuance: September 12, 2022
- Pre-bid meeting: 1:00 PM MT on September 26, 2022
- Question deadline: 5:00 PM MT on October 3, 2022
- Proposal due date: 5:00 PM MT (our clock) on October 24, 2022
- Interviews (tentative): November / December 2022
- Award of Contract (tentative): February 2023

9.0 INTERVIEWS

In addition to submitting a written proposal, the top-rated Contractor may be interviewed by the RFP assessment team and asked to participate in an oral presentation to provide an overview of the company, approach to the project and to address questions. The evaluation criteria for the oral interviews will be the same as the criteria for the written evaluations and is included in Section 8.0.

Because of recent events involving COVID-19, the City may use non-traditional methods for the optional interview phase of the assessment process. The City will receive and score written proposals. However, instead of traditional in-person interviews for the optional interview session, the City may opt to use alternate methods including, but not limited to remote interviews through a platform such as Microsoft Teams or Zoom.

10. PROPOSAL SUBMITTAL

Please limit the total length of your proposal to a maximum of fifty (50) 8 ½ x 11" pages (excluding cover pages, table of contents, dividers and Acknowledgement form, and Pricing Sheet). Font shall be a minimum of 10 Arial and margins are limited to no less than .5" for sides and top/bottom. Extended page sizes, such as 11" x 17", count as a single page and may be used for detailed pricing. Links to other files or websites shall not be permitted. Proposals that do not conform to these requirements may be rejected.

Contractors are required to provide detailed written responses to the following items in the order outlined below. The responses shall be considered technical offers of what Contractors propose to provide and shall be incorporated in the contract award as deemed appropriate by the City. A proposal that does not include all the information required may be deemed non-responsive and subject to rejection.

Responses must include all the items in the order listed below. It is suggested that the Contractors include each of the City's questions with their response.

The City of Fort Collins shall not reimburse any firm for costs incurred in the preparation and presentation of their proposal.

10.1 Cover Letter / Executive Summary

The Executive Summary should highlight the content of the proposal and features of the program offered, including a general description of the program and any unique aspects or benefits provided by your firm.

Indicate your availability to participate in the interviews on the proposed dates as stated in the Section 8, Anticipated Schedule.

10.2 Contractor Background

1. Describe the Contractor's business and background
2. Number of years in the business
3. Details about ownership
4. An overview of services offered and qualifications
5. Size of the firm
6. Location(s) of offices. If multiple, please identify which will be the primary for our account.
7. Primary contact information for the company including contact name(s) and title(s), mailing address(s), phone number(s), and email address(s).

10.3 Scope of Proposal

Solid Waste Collection Service

- Complete Pricing Sheet (Attachment 3) for Solid Waste Collection Service and overflow Solid Waste fee

- Provide program details for the Super Saver Service
 - o Container type
 - o Service frequency
 - o If proposing bag / tag / sticker service, include location within City limits where customer would purchase bags / tags / stickers

Recyclables Collection Service

- Address any proposed additions to the materials stated in Table 3
- Complete Pricing Sheet (Attachment 3) for Recyclable Materials Service Scenario 1: Every-other-week collection of up to two Large Recyclable Materials Carts
- Complete Pricing Sheet (Attachment 3) for Recyclable Materials Service Scenario 2: Weekly collection of one Large Recyclable Materials Cart

Yard Trimmings Service

- Planned destination(s) for Yard Trimmings
- May identify any proposed additions to the materials included in Table 4
- Complete Pricing Sheet (Attachment 3) for Yard Trimmings Service Scenario 1: Bundled seasonal Yard Trimmings collection service for 100% of Customers
- Complete Pricing Sheet (Attachment 3) for Yard Trimmings Service Scenario 2: Optional seasonal Yard Trimmings collection service with estimated participation rate of 75% of Customers

Bulky Items Collection

- Provide details about the types of collection equipment to be used for Bulky Items collection
- Address your approach to encourage Customers to reuse Bulky Items rather than landfilling them
- Complete Pricing Sheet (Attachment 3) for Additional Fee Bulky Items proposed items and related prices
- Complete Pricing Sheet (Attachment 3) for Bulky Items Collection Scenario 1: Collection of up to two No Additional Fee Bulky Items / year for each Customer
- Complete Pricing Sheet (Attachment 3) for Bulky Items Collection Scenario 2: Collection of unlimited Bulky Items for a separate price

Dumpster Service

- Complete Pricing Sheet (Attachment 3) for proposed pricing for Solid Waste and Recyclable Materials Dumpster service for multi-unit residential buildings with eight or more units and commercial buildings that opt in to receive such service by Contractor

Additional Services or Additional Material Collection or Other Ways to Improve Program

- Provide details about any proposed additional services and/or additional material collections and/or other ways to improve the program to be included in the scope of the City's Agreement
- Provide pricing for any proposed additional services and/or additional material collections or other program improvements. Include pricing in an addendum to the Pricing Sheet (Attachment 3)

10.4 Operational Specifications

Carts

- Provide proposed cart manufacturer, model number, and brief summary of the basis for the selected cart manufacturer and model

- Provide details about the cart warranty, including length of warranty and transferability to the City at the end of the Agreement Term
- Complete the Pricing Sheet (Attachment 3) for the cost to be applied to the Customer bill for the purchase, assembly, delivery and maintenance of the carts
- Provide strategy for removing existing Customer carts and replacing with new carts as well as providing carts to new Customers during the transition period with no service disruption
- Provide overview of strategy for maintain the optimum mix of cart sizes to support Customers
- Provide details about the proposed location for ongoing cart storage, cleaning and repair

Collection Vehicles

- Provide details about the vehicles to be used for the Collection Services including but not limited to the following:
 - Vehicle type, manufacturer, and model number
 - Number of vehicles by vehicle type
 - Fuel by vehicle type
 - Average vehicle age by vehicle type
 - Overview of vehicle replacement schedule
 - Overview of preventative and corrective maintenance programs
- Plan to track and address overweight vehicles
- Sustainable vehicle strategy including
 - Contractor's level of commitment and timing to implement all or some of the strategies to reduce greenhouse gases (see Section 5.2 for complete list)

Program Transition Services

Contractor's proposal will include proposed dates for each of the following activities:

- Develop, produce and distribute public notifications to customers
 - Contractor shall collaborate with the City to design the public notifications and City shall have final approval authority
 - Contractor shall distribute public notifications at the following times at a minimum
 - During the initial start-up period
 - When new customers start service (after the service start-up period)
 - When customers change service levels at any time
 - Annually to all customers at a time agreed upon with City Representative
 - The notification shall be in a multi-color, user-friendly format with any text in both English and Spanish and shall include:
 - Available service levels and rates
 - Annual collection calendar
 - Set-out times and locations
 - Directions for changing service levels, managing overflow Solid Waste, contamination, and requesting additional services
 - Guidance on acceptable and unacceptable materials in Recyclable Materials and Yard Trimmings carts
- Develop service address list
- Facilitate and manage Customer cart size selection
- Conduct all billing set up
- Develop and distribute a collection calendar(s) for all Customers
- Produce service tags to address situations such as blocked carts, Solid Waste overflows, contaminated Recyclable Materials or Yard Trimmings, or other conditions that impact service or safety. Tags shall:

- o Include text in English and Spanish
- o Be made of durable, water-resistant material that can be written on
- o Be printed with 1 color
- o Have a mechanism for temporary attachment to carts
- o Be a minimum size of 5" x 10"
- Remove all containers from existing Customers at no additional cost per Section 6.1
- Purchase, assemble and deliver new carts to all Residential Units
- Provide services included in this Request for Proposals

Billing

- Anticipated billing frequency and whether it will be assessed in advance or in arrears and why
- Address how the Contractor proposes to address the funding from Extended Producer Responsibility when it comes available (HB22-1355)

Customer Service and Education

- Dates within the transition period when partial and/ or full Customer service capabilities will be provided that align the Contractor's proposed transition schedule
- Number of customer service representatives Contractor will dedicate to service the Customers (distinct from centralized call center responsibilities that service many communities), where the customer service representatives will be located, and how Contractor will ensure customer service representatives are familiar with Fort Collins' contract and neighborhoods
- Hours for which dedicated customer service representatives will be available for Customers
- May propose roll over hours to national call centers to extend customer service hours (only outside of minimum business hours)
- Details of how Contractor shall:
 - Address all issues directly
 - o The City shall not be the default customer service provider
 - Answer Customer contacts primarily with live personnel
 - o When call volume is unexpectedly high and live personnel are addressing other City queries, Customers shall be able to leave direct voice mail message; Contractor shall respond to Customer query within 1 business day
 - Resolve any missed collection issues within 1 business day
 - o Excluding delays associated with service suspensions
 - o Excluding instances where Customer had late set-out, blocked cart or excessive contamination (all of which shall be resolved or referred to the City within 1 calendar week)
 - Resolve any other Customer or City complaints within 2 business days
 - Respond to any service change or Bulky Items collection requests within 2 business days
 - o Actual change or collection shall be completed within 1 calendar week
 - Resolve all complaints and requests to the satisfaction of Customers and the City
- May include proposed customer service metrics beyond those listed in Section 6.8
- Include examples of similar customer notifications, service tags, websites, and collection day reminders created for other communities it has serviced, if applicable

Solid Waste, Recyclable Materials and Yard Trimmings Composition Analysis

- Contractor proposals may include a description and costs (see the Pricing Sheet (Attachment 3))

Confidential Redacted Version of Contractors Proposal

Provide redacted version (if applicable) of proposal for public disclosure. Any proposed redactions must be limited to “trade secrets, privileged information, and confidential commercial, or financial information” pursuant to the Colorado Open Records Act (CORA). Contractor must submit a supplemental document explaining the justification for each redaction.

Subcontractors

The Contractor shall provide details regarding any subcontractors contractor proposes to use to provide services under the Agreement.

Acknowledgement

All Contractors submitting a proposal must sign the Acknowledgement Form (See Attachment 1)

10.5 Sustainability/TBL Methodology

In concise terms (no more than two pages), please describe your organization’s commitment to sustainability and supporting values.

Each element of the TBL sustainability criteria will receive equal consideration in determining the final Sustainability/TBL score.

1. Address how your firm strives to incorporate all three aspects (social, environmental, and economic) of Triple Bottom Line (TBL) sustainable practices into the workplace. Provide examples along with any metrics used to measure success within your firm.
2. Also provide examples of how your firm has incorporated all three aspects of TBL sustainable practices in previous similar projects on which your firm has been the prime Contractor.

Some examples are provided below:

- a. Environmental – Experience delivering projects / programs focused on environmental health priorities in the areas of climate resiliency, water quality and watershed protection, regulatory performance, management systems, air quality, renewable energy, sustainable building and design, construction materials management, and Solid Waste reduction.
- b. Economic – Experience working and delivering projects with an emphasis on strategic financial planning, job creation, business development, asset management, various project delivery methods, value engineering, regional partnerships, transparency, stakeholder engagement, strategic investments, aging infrastructure, repurposing of existing facilities, and competing financial priorities.
- c. Social - Experience working and delivering projects, programs, and/or initiatives that support Equity, Diversity, and Inclusion throughout your firm’s workplace, including leadership, and supply chain. Examples of this may be demonstration of working within cultural and language gaps, development of diversity programs, diverse project teams, equitable opportunity vendor supply chain, and how your firm has applied an equity lens to processes such as recruitment, hiring, purchasing, career pathways, salaries, and staff engagement.

11. SAMPLE AGREEMENT

Included with this request for proposals is a sample Agreement that the City intends to use for obtaining the services of the Contractor. The Contractor is required to review this Agreement and indicate any objections to the terms of the contract. If revisions to the contractual terms are requested, provide suggested revisions.

12. ACKNOWLEDGEMENT

The Acknowledgement form is attached as Attachment 1. Complete the attached form indicating the Contractor hereby acknowledges receipt of the City of Fort Collins Request for Proposal and acknowledges that the Contractor has read and agrees to be fully bound by all of the terms, conditions and other provisions set forth in the RFP.

See Next Page for Attachment 1

Attachment 1

ACKNOWLEDGEMENT

Contractor hereby acknowledges receipt of the City of Fort Collins Request for Proposal and acknowledges that it has read and agrees to be fully bound by all of the terms, conditions and other provisions set forth in the RFP 9648 Residential Solid Waste Collection and sample Agreement except as otherwise noted. Additionally, Contractor hereby makes the following representations to City:

- a. All of the statements and representations made in this proposal are true to the best of the Contractor's knowledge and belief.
- b. Contractor commits that it is able to meet the terms provided in this proposal.
- c. This proposal is a firm and binding offer, for a period of 90 days from the date hereof.
- d. Contractor further agrees that the method of award is acceptable.
- e. Contractor also agrees to complete the proposed Agreement with the City of Fort Collins within 10 days of notice of award. If contract is not completed and signed within 10 days, City reserves the right to cancel and award to the next highest rated firm.
- f. Contractor acknowledges receipt of ___ addenda.
- g. Contractor acknowledges no conflict of interest.
- h. Failure to provide a public viewing copy will be considered a waiver of any claim of confidentiality under Colorado Open Records Act (CORA). Contractor hereby waives any and all claims for damages against the City for the City's good faith compliance with CORA.

Legal Firm Name: _____

Physical Address: _____

Remit to Address: _____

Phone: _____

Name of Authorized Agent of Firm: _____

Signature of Authorized Agent: _____

Primary Contact for Project: _____

Title: _____ Email Address: _____

Phone: _____ Cell Phone: _____

NOTE: ACKNOWLEDGMENT IS TO BE SIGNED & RETURNED WITH YOUR PROPOSAL.

EXHIBIT A

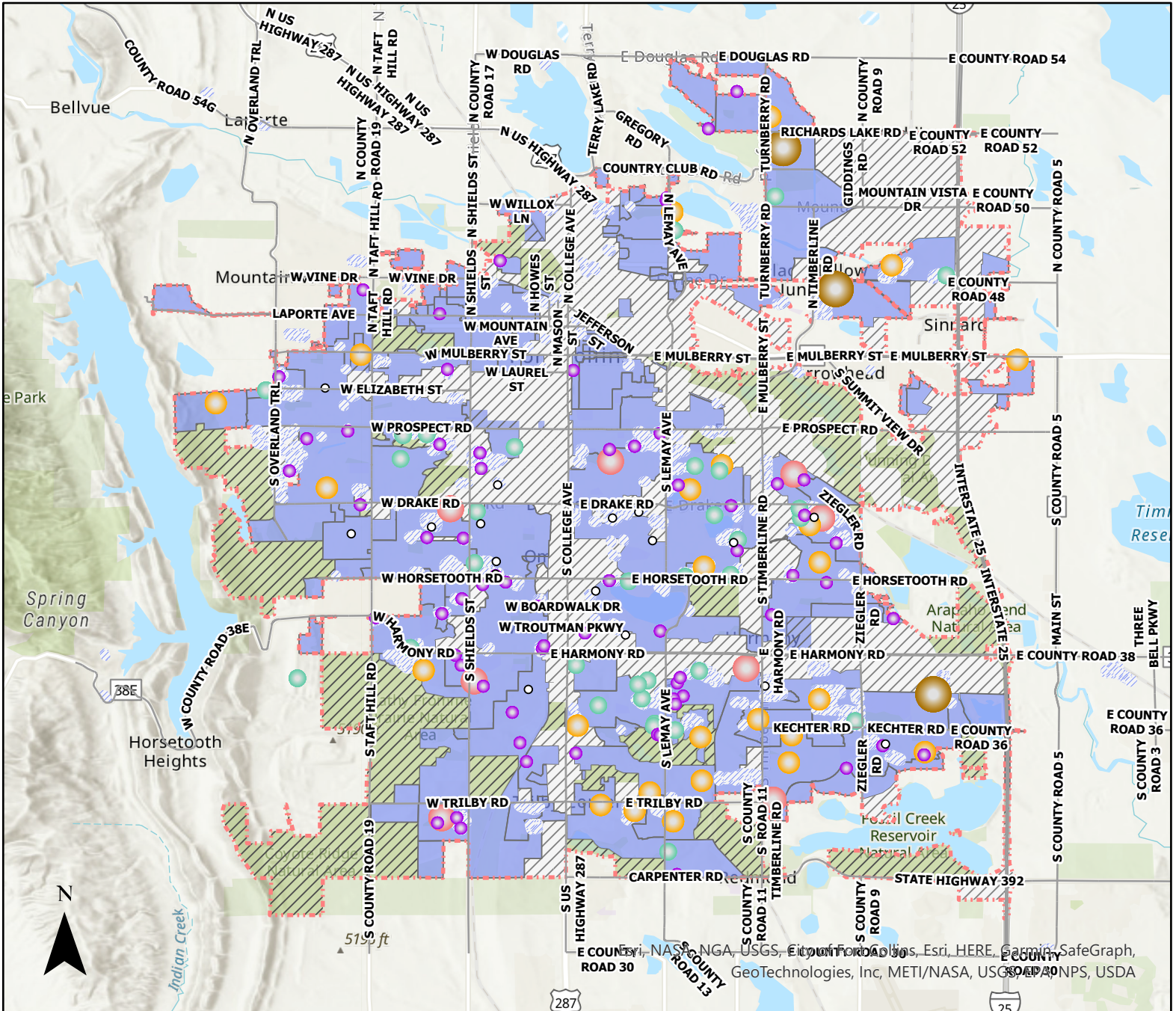
Attachment 2

HOAs

See Next Page

Item 7.

Residential Areas That May Be Serviced by a Contracted Hauler



HOA with Contract by # Units, Likely Excluded

- 0-10
- 10-50
- 50-100
- 100-300
- 300-500
- 500-700

Class

- ▨ Not Primary Residential
- ▨ Out of Scope Residential
- Primary Residential
- ▨ Public Land
- ▨ City Limits

EXHIBIT A

Attachment 3

Pricing Sheet

See Separate Excel Attachment

Item 7.

EXHIBIT A

Attachment 4

Agreement

See Next Pages

Item 7.

AGREEMENT FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES

THIS AGREEMENT FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES ("Agreement") is made and entered into by and between the CITY OF FORT COLLINS, a Colorado home-rule municipal corporation ("City"), whose address is 300 LaPorte Ave., Fort Collins, Colorado 80521 and _____ ("Contractor"), whose address is _____, each of which is individually a "Party" and collectively are the "Parties".

WHEREAS, the Contractor, in response to the City's Request for Proposals ("RFP") No. 9648 dated September 12, 2022, submitted a proposal for Residential Solid Waste Collection Services dated October __, 2022 ("Proposal"), to provide Collection Services for Residential Units, as such terms are defined below, within the City; and

WHEREAS, based on the outcome of the RFP the City has selected the Contractor to perform the Collection Services for Residential Units in accordance with the terms of this Agreement and pursuant to the City's authority under C.R.S. § 30-15-401(7.5) and Chapter x, Article y of the City Code; and

WHEREAS, pursuant to C.R.S. § 30-15-401(7.5) and Section 8-186(a) of the City Code, this Agreement is subject to approval by the City Council of the City of Fort Collins by ordinance.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- 1. **Definitions.** For the purposes of this Agreement, the following terms shall have the meanings set forth herein unless the context specifies otherwise:
 - A. "Bulky Waste" means Solid Waste that does not fit in a closed solid waste cart, excluding hazardous waste, electronics, yard trimmings, recyclable cardboard, items that weigh more than 60 pounds, and items larger than 6' x 6'.
 - B. "Collection Services" means the collection, transportation, and delivery to an appropriate facility of solid waste, recyclable materials, yard trimmings, bulky items, and associated services for residential units conducted in a manner consistent with all applicable laws and regulations and the provisions of this Agreement.
 - C. "Customer" means a customer of the Collection Services.
 - D. "Contractor" means Firm Name.
 - E. "Dumpster" means a metal or plastic container, one (1) cubic yard to ten (10) cubic yards in volume, that is manufactured and used for the collection of solid waste or recyclable materials.

- F. "Effective Date" means the effective date of this Agreement, which shall be the date stated in Section 4, Contract Term.
- G. "Electronics" means any electronic device or electronic component as those terms are defined in the Colorado Hazardous Waste Regulations, 6 Code of Colorado Regulations 1007-3, Section 260.10 and as amended by the State of Colorado from time to time.
- H. "Hazardous waste" means any chemical, compound, substance or mixture that state or federal law designates as hazardous because it is ignitable, corrosive, reactive or toxic, including but not limited to solvents, degreasers, paint thinners, cleaning fluids, pesticides, adhesives, strong acids and alkalis and waste paints and inks.
- I. "Recyclable cardboard" means corrugated cardboard, and shall include, but not be limited to, materials used in packaging or storage containers that consist of three (3) or more layers of Kraft paper material, at least one (1) of which is rippled or corrugated. Cardboard shall be considered recyclable cardboard regardless of whether it has glue, staples or tape affixed, but not if it is permanently attached to other packing material or a non-paper liner, waxed cardboard or cardboard contaminated with oil, paint, blood or other organic material.
- J. "Recyclable materials" means the materials listed in Table 3 of Exhibit A and any other materials identified by Contractor and approved by the City as recyclable materials, provided those materials have been separated from solid waste and can be recovered as useful materials and are properly prepared for the purpose of recycling.
- K. "Residential Units" means all single-unit residential buildings, and multi-unit residential buildings containing seven (7) dwelling units or fewer within the City, subject to certain exceptions and City-granted variances as stated in Exhibit A. Residential units also includes any service opt-in customers.
- L. "Service Opt-in" means Homeowner Associations within the City that meets an exception to the definition of Residential Units as provided in Exhibit A that opts-in to be a Customer and/or a multi-unit residential building containing eight (8) or more dwellings within the City that opts-in to be a Customer.
- M. "Services Commencement Date" means as stated in Section 5 of this Agreement.
- N. "Solid waste" means all refuse, putrescible and nonputrescible waste, excluding electronics, discarded or abandoned vehicles or parts thereof, sewage, sludge, septic tank and cesspool pumpings or other sludge, discarded home or industrial appliances, hazardous wastes, materials used as fertilizers or for other productive purposes and recyclable materials or yard trimmings which have been source separated for collection.

- O. "Yard trimmings" means those materials included in Table 4 of Exhibit A and any other similar organic materials identified by Contractor and approved by the City as yard trimmings.
2. Scope of Agreement.
- A. This Agreement pertains to Collection Services for Residential Units in the City provided by Contractor on behalf of the City pursuant to the City's authority in C.R.S. § 30-15-401(7.5). Contractor's work under this Agreement shall consist of all supervision, materials, equipment, fuel, labor, tip fees and other items necessary to provide a high level of customer service, timely accurate billing, and the collection, transportation and disposal of solid waste, recyclables, yard trimmings, bulky waste from Residential Units in accordance with the provisions of this Agreement.
- B. This Agreement shall not be considered a franchise for services to the residents of the City and any residential household may choose to negotiate with any other solid waste collection service provider licensed to do business in the City or may choose to remove their own solid waste and recyclables in accordance with applicable laws and regulations.
3. Scope of Services. Beginning on the Effective Date or Services Commencement Date, as applicable, the Contractor will provide the following services to the City or, as applicable, to each Customer:
- A. Contractor's Proposal. Contractor's Proposal is incorporated into this Agreement by this reference. In the event a conflict exists between this Agreement and any term in the Proposal, the terms in this Agreement shall supersede the terms in Proposal.
- B. Collection Services. Collection of solid waste, recyclables, yard trimmings, bulky waste and associated services for Residential Units shall be in accordance with **Exhibit A**, which is attached hereto and incorporated herein by this reference.
- C. Operating Specifications. All services performed hereunder shall be subject to the requirements stated in **Exhibit B**, which is attached hereto and incorporated herein by this reference.
- D. Contractor Performance. The Contractor is required to provide a high level of customer service, timely and accurate billing provided by Contractor on behalf of the City, and professionalism in the performance of services under this Agreement. Performance failures will be addressed, to the extent possible, through liquidated damages for certain infractions as set forth on **Exhibit C**. The parties agree, assigning a monetary value for damages to the City and the public for performance

failures for such matters do not easily translate to the dollar amount of such damage, and that the liquidated damage amounts that are set forth in **Exhibit C**, which is attached hereto and incorporated herein by this reference, are reasonable estimates as to the dollar amount of damage incurred in relation to each offending act or omission.

- E. **Pricing.** The Contractor shall perform Collection Services for Residential Units at the prices stated in **Exhibit D**, which is attached hereto and incorporated herein by this reference.
- F. **Insurance.** Without limiting any of the Contractor's obligations hereunder, the Contractor shall provide and maintain insurance coverage naming the City as an additional insured under this Agreement of the type and with the limits specified within **Exhibit E**, which is attached hereto and incorporated herein by this reference. Prior to the Effective Date of the Agreement, the Contractor shall deliver to the City's Purchasing Director, purchasing@fcgov.com or P.O. Box 580, Fort Collins, Colorado 80522, one copy of a certificate evidencing the insurance coverage required from an insurance company acceptable to the City.
- G. **Confidentiality.** The Contractor shall comply with **Exhibit F**, which is attached hereto and incorporated herein by this reference.
4. **Contract Term.** Subject to approval by ordinance of the Fort Collins City Council, this Agreement shall commence effective _____ (“Effective Date”) and shall continue in full force and effect for five (5) years from the Services Commencement Date, unless terminated as provided herein (“Term”).
5. **Services Commencement Date.** The Services Commencement Date is the date the Contractor starts collecting solid waste, recycling, yard trimmings, and bulky waste under the Agreement. This date shall be mutually agreed upon by the parties and will be not less than six (6) and not more than twenty-four (24) months from the Effective Date of the Agreement
6. **Early Termination by City.** Notwithstanding the time periods contained herein, the City may terminate this Agreement at any time without cause by providing written notice of termination to the Contractor. Such notice shall be delivered at least six (6) months prior to the effective date of the termination.
7. **Carts.** Upon expiration or termination of the Agreement, ownership of all carts and replacement parts for such carts purchased by the Contractor under this Agreement shall transfer to the City. In the event of expiration or termination for Contractor default, the ownership of the Carts shall transfer to the City at no-cost, free and clear of any liens or debt. In the event the Agreement is terminated early by the City in accordance with Section 6, the City shall pay the Contractor the net present value of the monthly cost per

cart multiplied by the number of months remaining to reach five (5) years from the Service Commencement Date. Upon transfer of ownership any manufacturer's warranty for the carts shall transfer to the City.

8. Notices. All notices provided under this Agreement shall be effective immediately when emailed or three (3) business days from the date of the notice when mailed to the following addresses:

Contractor

City

City of Fort Collins
 Attn: Project Manager
 PO Box 580
 Fort Collins, CO 80522
 City of Fort Collins
 Attn: Purchasing Director
 PO Box 580
 Fort Collins, CO 80522

City of Fort Collins
 Attn: City Attorney
 PO Box 580
 Fort Collins, CO 80522

9. Appropriation. To the extent this Agreement or any provision in it constitutes a multiple fiscal year debt or financial obligation of the City, it shall be subject to annual appropriation by City Council as required in Article V, Section 8(b) of the City Charter, City Code Section 8-186, and Article X, Section 20 of the Colorado Constitution. The City shall have no obligation to continue this Agreement in any fiscal year for which no such supporting appropriation has been made.
10. City Representative. The City has designated _____ to serve as its representative who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the Services provided under this Agreement. The City may change its representative by providing written notice of such change to

Contractor. All requests concerning this Agreement shall be directed to the City Representative. Notwithstanding the foregoing, any changes to the Agreement shall not be binding on either party without a written amendment to the Agreement.

11. Marks. Subject to a Party's express written approval, the other Party may use the Party's name, logo, symbol, trademark or service mark (together "Marks") in electronic, printed, stamped or inscribed materials to support and promote the relationship between the Parties during the Contract Period. Each Party's right to use the Marks is royalty-free, non-exclusive, non-transferrable, and non-assignable.
12. Independent Service Provider. It is the express intention of the Parties that Contractor is an independent contractor performing services and is not an employee, agent, joint venturer, or partner of City. The City shall not be responsible for withholding any portion of Contractor's compensation hereunder for the payment of FICA, Workmen's Compensation or other taxes or benefits or for any other purpose.
13. Subcontractors. Contractor may not subcontract any of the Collection Services set forth in this Agreement without the prior written consent of the City. If any of the Services are subcontracted hereunder (with the consent of the City), then the following provisions shall apply: (a) the subcontractor must be a reputable, qualified firm with an established record of successful performance in its respective trade performing identical or substantially similar work, (b) the subcontractor will be required to comply with all applicable terms of this Agreement, (c) the subcontract will not create any contractual relationship between any such subcontractor and the City, nor will it obligate the City to pay or see to the payment of any subcontractor, and (d) the work of the subcontractor will be subject to inspection by the City to the same extent as the work of the Contractor. Contractor shall be solely responsible for performance of all duties hereunder.
14. Personal Services. It is understood that the City enters into the Agreement based on the special abilities of the Contractor and that this Agreement shall be considered as an agreement for personal services. Accordingly, the Contractor shall neither assign any responsibilities nor delegate any duties arising under the Agreement without the prior written consent of the City.
15. Acceptance Not Waiver. The City's approval or acceptance of, or payment for any of the Services shall not be construed to operate as a waiver of any rights or benefits provided to the City under this Agreement or cause of action arising out of performance of this Agreement.
16. Warranty.
 - A. The Contractor hereby warrants that it is qualified and has the operational capacity and equipment to assume the duties and responsibilities necessary to effectively render the services described herein and has all the requisite corporate authority, professional licenses, and permits in good standing required by law.

B. The services performed by the Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work. The services to be performed by the Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.

17. City's Role. The Contractor shall provide all services with no direct support by City staff. Although City staff may collaborate with Contractor on certain initiatives such as Customer education and communication, such support is solely at the City's discretion. Notwithstanding the foregoing, the City intends to monitor and evaluate the progress and performance of Contractor to ensure the terms of this Agreement are being satisfactorily met in accordance with the City's and other applicable monitoring and evaluating criteria and standards. Contractor shall fully cooperate with the City relating to such monitoring and evaluation.

18. Force Majeure. If either party is prevented in whole or in part from performing its obligations by force majeure, then the party so prevented shall be excused from whatever performance is prevented by such cause. "Force Majeure" means any act or event that prevents a party from performing its obligations in accordance with the Agreement where the act or event is beyond the reasonable control and not the result of the fault or the negligence of the affected party and such party is unable to overcome such act or event through the exercise of due diligence. Such acts and events, include but are not limited to, acts of God, fire, explosion, accident, flood, earthquake, epidemic, war, riot, and restraints or injunctions, not resulting from a party's breach of any terms and conditions of this Agreement or any other contractual commitment. Force majeure acts or events do not include: economic or financial events that impact the Service Provider's ability to access or use financial resources; or labor disputes or strikes. Weather that causes City closures or delayed starts, as referenced in the Severe Weather Protocol in Exhibit A, is not a force majeure act or event. To the extent that the performance is actually prevented, the Service Provider must provide written notice to the City of such condition within ten (10) days from the onset of such condition.

19. Disputes Resolution. Except in the event of a Default, pursuant to Section 20, the Parties shall attempt to resolve disputes as follows:

A. Informal Dispute Resolution. The Parties will use reasonable efforts to resolve any disputes under this Agreement through negotiation. If a dispute arises between the Parties, the primary Representative for each Party will first strive to work out the problem internally. If the Representatives are unable to resolve the dispute within ten (10) days of commencing discussions, then either Party may deliver a written notice to the other Party describing the nature and substance of the dispute and proposing a resolution (the "Notice of Dispute").

B. Executive Negotiation. During the first ten (10) days following the delivery of the Notice of Dispute (and during any extension to which the Parties agree) an authorized executive of each Party shall attempt in good faith to resolve the dispute through negotiations. If such negotiations result in an agreement in principle to

settle the dispute, they shall cause a written settlement agreement to be prepared, signed and dated, whereupon the dispute shall be deemed settled, and not subject to further dispute resolution.

- C. **Unresolved Disputes.** Upon the Parties' mutual written agreement, any dispute under this Section 19 may be submitted for resolution to mediation to occur in Fort Collins, Colorado. The Parties reserve all rights to adjudicate any dispute not submitted to mediation under this Section 19 of the Agreement. In the event of mediation, the Parties shall share the cost for the mediator(s) equally and each party shall be solely responsible for their own legal counsel expenses.

20. **Default.** Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default thereof.

21. **Remedies.** In the event a party has been declared in default, such defaulting party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail themselves of any other remedy at law or equity. If the non-defaulting party commences legal or equitable actions against the defaulting party, the defaulting party shall be liable to the non-defaulting party for the non-defaulting party's reasonable attorney fees and costs incurred because of the default.

22. **Performance Security.**

- A. The Contractor shall provide performance security by providing the City an irrevocable letter of credit in a form satisfactory to the City ninety (90) days prior to the Service Commencement Date. The amount of the letter of credit will be One-Million Dollars (\$1,000,000) issued by a local, federally insured (FDIC) banking institution with a debt rating of 1A or higher by the FDIC or A or higher by Standard & Poor's, Moody's Investor, or comparable agency as determined by the City.
- B. The irrevocable letter of credit shall contain the following endorsement, "At least sixty (60) days prior to cancellation, replacement, failure to renew or material alteration of this irrevocable letter of credit, written notice of such intent shall be given to the City by the financial institution. Such notice shall be given by certified mail to the City of Fort Collins, Purchasing Director, 215 North Mason, Fort Collins, CO 80522."
- C. The irrevocable letter of credit shall be released to the City in the event this Agreement is terminated by reason of breach or default of the Contractor. The irrevocable letter of credit will be released to Contractor at the end of the Agreement Term, provided there is no outstanding breach, default, or other payment deductions or adjustments.

D. The rights reserved to the City with respect to the irrevocable letter of credit are in addition to all other rights of the City, whether reserved by this Agreement, or otherwise authorized by law, and no action, proceeding or right with respect to the irrevocable letter of credit shall affect any other rights the City has or may have under the law.

23. Entire Agreement; Binding Effect; Order of Precedence; Authority to Execute. This Agreement, along with all Exhibits and other documents incorporated herein, shall constitute the entire Agreement of the parties regarding this transaction and shall be binding upon said parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties. Covenants or representations not contained in this Agreement shall not be binding on the parties. In the event of a conflict between terms of the Agreement and any exhibit or attachment, the terms of the Agreement shall prevail. Each person executing this Agreement affirms that they have the necessary authority to sign on behalf of their respective party and to bind such party to the terms of this Agreement.

24. Indemnity. The Contractor agrees to indemnify and save harmless the City, its officers, agents and employees against and from any and all actions, suits, claims, demands or liability of any character whatsoever brought or asserted for injuries to or death of any person or persons, or damages to property arising out of, result from or occurring in connection with the performance of any service hereunder.

The Contractor shall take all necessary precautions in performing the work hereunder to prevent injury to persons and property.

25. Compliance with Law: The services to be performed by the Contractor hereunder shall be done in compliance with all applicable federal, state, county and City laws, ordinances, rules and regulations. Contractor must be properly licensed by the City to perform Collection Services.

26. Law/Severability. The laws of the State of Colorado shall govern the construction, interpretation, execution, and enforcement of this Agreement. The Parties further agree that Larimer County District Court is the proper venue for all disputes. If the City subsequently agrees in writing that the matter may be heard in federal court, venue will be in Federal District Court in Denver, Colorado. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

27. Prohibition Against Unlawful Discrimination. The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, affirmatively ensures that for all contracts entered into with the City, disadvantaged business enterprises are afforded a full and fair opportunity to bid on the contract and are not to be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The City strictly prohibits unlawful discrimination based on an individual's gender (regardless of gender identity or gender expression), race, color, religion, creed, national origin, ancestry, age 40 years or older, marital status, disability, sexual orientation, genetic information, or other characteristics protected by law. For the purpose of this policy "sexual orientation" means a person's actual or perceived orientation toward heterosexuality, homosexuality, and bisexuality. The City also strictly prohibits unlawful harassment in the workplace, including sexual harassment. Further, the City strictly prohibits unlawful retaliation against a person who engages in protected activity. Protected activity includes an employee complaining that he or she has been discriminated against in violation of the above policy or participating in an employment discrimination proceeding.

The City requires its vendors to comply with the City's policy for equal employment opportunity and to prohibit unlawful discrimination, harassment and retaliation. This requirement applies to all third-party vendors and their subcontractors at every tier.

28. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, by the City of any of the notices, requirements, immunities, rights, benefits, protections, limitations of liability, and other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq. and under any other applicable law.
29. Colorado Open Records Act. The Contractor hereby acknowledges that the City is a public entity subject to Sec. 24-72-201 et seq. of the Colorado Revised Statute (CORA). This Agreement is subject to public disclosure in whole pursuant to CORA.
30. Survival: Any terms and conditions of this Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.
31. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first written above.

CITY OF FORT COLLINS

CONTRACTOR

Kelly DiMartino, City Manager

Date

CITY OF FORT COLLINS

Gerry Paul, Purchasing Director

Date

APPROVED AS TO FORM

ATTEST

EXHIBIT A

EXHIBIT A

SCOPE OF WORK/COLLECTION SERVICES

Item 7.

EXHIBIT A

EXHIBIT B

OPERATION SPECIFICATIONS

EXHIBIT A

EXHIBIT C

CONTRACTOR PERFORMANCE

Item 7.

EXHIBIT A

EXHIBIT D

PRICING

EXHIBIT E**INSURANCE**

The Contractor will provide, from insurance companies acceptable to the City, the insurance coverage designated hereinafter and pay all costs. Before commencing work under this bid, the Contractor shall furnish the City with certificates of insurance showing the type, amount, class of operations covered, effective dates and date of expiration of policies.

In case of the breach of any provision of the Insurance Requirements, the City, at its option, may take out and maintain, at the expense of the Contractor, such insurance as the City may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Contractor under this Agreement.

Insurance certificates should show the certificate holder as follows:

City of Fort Collins
Purchasing Division
PO Box 580
Fort Collins, CO 80522

The City, its officers, agents and employees shall be named as additional insureds on the Contractor's general liability and automobile liability insurance policies **by marking the appropriate box or adding a statement to this effect on the certificate**, for any claims arising out of work performed under this Agreement.

Insurance coverages shall be as follows:

- A. Workers' Compensation & Employer's Liability. The Contractor shall maintain during the life of this Agreement for all of the Contractor's employees engaged in work performed under this agreement. Workers' Compensation & Employer's Liability insurance shall conform with statutory limits of \$100,000 per accident, \$500,000 disease aggregate, and \$100,000 disease each employee, or as required by Colorado law.
- B. General Liability. The Contractor shall maintain during the life of this Agreement such General Liability as will provide coverage for damage claims of personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a "broad form" basis. The amount of insurance for General Liability, shall not be less than Two Million Dollars (\$2,000,000) each occurrence and Four Million Dollars \$4,000,000 aggregate.
- C. Automobile Liability. The Contractor shall maintain during the life of this Agreement such Automobile Liability insurance as will provide coverage for damage claims of personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a "broad form" basis. The amount of insurance for Automobile Liability, shall not be less than One Million Dollars (\$1,000,000) combined single limits for bodily injury and property damage.

In the event any work is performed by a subcontractor, the Contractor shall be responsible for any liability directly or indirectly arising out of the work performed under this Agreement by a subcontractor, which liability is not covered by the subcontractor's insurance.

EXHIBIT F**CONFIDENTIALITY**

IN CONNECTION WITH SERVICES provided to the City of Fort Collins (the “City”) pursuant to this Agreement (the “Agreement”), the Contractor hereby acknowledges that it has been informed that the City has established policies and procedures with regard to the handling of confidential information and other sensitive materials.

In consideration of access to certain information, data and material (hereinafter individually and collectively, regardless of nature, referred to as “information”) that are the property of and/or relate to the City or its employees, customers or suppliers, which access is related to the performance of services under this Agreement, the Contractor hereby acknowledges and agrees as follows:

That information that has or will come into its possession or knowledge in connection with the performance of services for the City may be confidential and/or proprietary. The Contractor agrees to treat as confidential (a) all information that is owned by the City, or that relates to the business of the City, or that is used by the City in carrying on business, and (b) all information that is proprietary to a third party (including but not limited to customers and suppliers of the City). The Contractor shall not disclose any such information to any person not having a legitimate need-to-know for purposes authorized by the City. Further, the Contractor shall not use such information to obtain any economic or other benefit for itself, or any third party, except as specifically authorized by the City.

As part of the Services provided to the City under this Agreement, the Contractor will maintain, store or process personal identifying information, as defined in C.R.S. § 24-73-101. Pursuant to C.R.S. § 24-73-102, Contractor shall implement and maintain reasonable security procedures and practices that are: appropriate to the nature of the personal identifying information disclosed to the Contractor in furtherance of this Agreement; and reasonably designed to help protect the personal identifying information from unauthorized access, use, modification, disclosure, or destruction.

The foregoing to the contrary notwithstanding, the Contractor understands that it shall have no obligation under this Agreement with respect to information and material that (a) becomes generally known to the public by publication or some means other than a breach of duty of this Agreement, or (b) is required by law, regulation or court order to be disclosed, provided that the request for such disclosure is proper and the disclosure does not exceed that which is required. In the event of any disclosure under (b) above, the Contractor shall furnish a copy of this Agreement to anyone to whom it is required to make such disclosure and shall promptly advise the City in writing of each such disclosure.

In the event that the Contractor ceases to perform services for the City, or the City so requests for any reason, the Contractor shall promptly return to the City any and all information described hereinabove, including all copies, notes and/or summaries (handwritten or mechanically produced) thereof, in its possession or control or as to which it otherwise has access.

The Contractor understands and agrees that the City’s remedies at law for a breach of the Contractor’s obligations under this Confidentiality Agreement may be inadequate and that the City

shall, in the event of any such breach, be entitled to seek equitable relief (including without limitation preliminary and permanent injunctive relief and specific performance) in addition to all other remedies provided hereunder or available at law.



Financial Services
Purchasing Division
215 N. Mason St. 2nd Floor
PO Box 580
Fort Collins, CO 80522
970.221.6775
970.221.6707
fcgov.com/purchasing

ADDENDUM NO. 1

RFP 9648 Residential Solid Waste Collection Services

CLOSING DATE: 5:00 PM MT (Our Clock) October 24, 2022

To all prospective proposers under the specifications and contract documents described above, the following changes/additions are hereby made and detailed in the following sections of this addendum:

Exhibit 1 – Questions and Answers

Please contact Gerry Paul, Purchasing Director, at gspaul@fcgov.com with any questions regarding this addendum.

RECEIPT OF THIS ADDENDUM MUST BE ACKNOWLEDGED BY A WRITTEN STATEMENT ENCLOSED WITH THE REQUEST FOR PROPSAL STATING THAT THIS ADDENDUM HAS BEEN RECEIVED.

Questions and Answers:

1. For Bulky Items Scenario 2, is that an on-call service? Customers would call in to request pick-up.

Answer: On-call means that the service is only provided when a Customer calls to request the service (as opposed to regularly-scheduled service).

2. Does Fort Collins have a storage yard we could use to store carts as they are deployed?

Answer: Proposals must reflect the RFP request that the Contractor is responsible for securing space for cart storage during assembly and delivery. Contractors may also propose an alternative scenario proposing the City provide a space and related cost savings.

3. What process was used to gather information related to container size currently in use by residents?

Answer: One of the requirements of Fort Collins' hauler license is that haulers report the number of homeowners' association and open market customers and the size of cart to which they subscribe. The table in the Request for Proposals (RFP) is a compilation of that information from 2021 reports from all residential haulers currently servicing Fort Collins.

4. On the bulky item definition, is it correct that anything over 60 pounds is not considered a bulky item?

Answer: The following items are always excluded from the Bulky Items collection: Hazardous Waste, Electronics, Yard Trimmings, Recyclable Cardboard.

The following items may be included in the Additional Fee Bulky Items at a fee determined by the Contractor: items that weigh over 60 pounds, items larger than 6' x 6', and other items identified by the Contractor.

5. Will the City of Fort Collins be responsible for maintaining the Utility lines within the Alleyways? Our firm requires a minimum height of 15ft to enter the alley safely.

Answer: Fort Collins utility lines are primarily underground. In general, the owner of the utility line is responsible for its maintenance. There may be various owners of any overhead lines in Fort Collins alleys.

6. Will code enforcement handle overgrown trees to ensure we can safely navigate the alleys and roadways?

Answer: The City Forester is generally responsible for the maintenance of trees within the City's rights-of-way and on other City property.

For trees located on other property, the property owner is responsible for tree maintenance, including for trees in an alley adjacent to the property up to the center line of the alley.

Property owners must ensure tree branch growth is maintained at a height no lower than 14 feet over the travel lanes of a street or alley.

If a property owner fails to maintain a tree as required by the City Code, the City Forester may provide notice to the property owner that the work must be accomplished. If the tree has not been brought into compliance as required by the City Forester, the work may be done by the City.

For a complete understanding of tree maintenance responsibility within the City, see Chapter 27 of the Fort Collins City Code.

7. Section 5.1 Carts: Will the City consider the option of using one color for all cart bodies and different lids to designate Garbage, Recycle, and Yard Waste?

Answer: Proposals must reflect the RFP request, and the City's preference is, that cart bodies and lids be the same color. Contractors may also include an alternative proposal in which cart bodies would be all one color with different color lids along with corresponding cost savings.

8. On page 13 of the RFP, taking the Yard Trimmings to a permitted/licensed facility is detailed. Currently, in the publicized Policy Advisory Council Notes from Larimer County website dated 9/8/22, it is not a guarantee the Compost Facility will be funded. *EX: The estimated Compost Facility would be \$6,250,000. If pricing for the North Landfill and Transfer Station is more than anticipated, the Compost Facility will not be funded as anticipated. Reference: [Solid Waste Policy Advisory Council Packet Document \(4\).pdf](#)* Beyond not having disposal rates secured at a facility that may or may not be built, should Contractors explore any other area disposal permitted outlets and they cannot handle the volume, how does the City recommend Contractors handle this volume?

Answer: There are several regional facilities other than the potential Larimer County facility that can accept yard trimmings.

9. As a way to achieve more favorable sustainability goals and lower customer pricing, would the City of Fort Collins consider a contract length of 7-10 years versus 5 years?

Answer: Proposals must reflect the RFP request for a 5-year contract length. Contractors may also propose a term length greater than 5 years, not to exceed 10 years with corresponding cost savings. A contract term longer than 5 years would require City Council approval via an ordinance.

10. At the Contractor's determination, can we require some residential customer segments who predominantly receive alley service to all have their carts serviced in the alley, versus some residents selecting curbside?

Answer: One of the City's objectives of the contract services is to provide a level of service equal to or better than the current service level. Residential customers on a

block that predominately receives alley service are currently able to select curbside service as an alternative.

Proposals must reflect the current service level. Contractors may also submit an additional alternative approach and related cost savings.

11. In the attached RFP, can the winning Contractor request the right to negotiate the final contract with the City?

Answer: The RFP includes a sample Agreement that the City intends to use for obtaining the services under this RFP. As stated in the RFP, any objections to the terms of the contract need to be stated in the proposal with suggested revisions. The City will consider negotiating the final contract terms with the selected Contractor, based on the objections stated as part of the Contractor's proposal.

12. Based on the Pre-Bid Meeting Call last week, we understand that Yard Trimmings are part of the bundled package with MSW and Recycling. By being bundled together with these other services, it is our understanding that PAYT Guidelines, with 100% multipliers among the tiers labeled Small, Medium and Large Cart Packages, must be followed. Can you please confirm this is accurate?

Answer: All pricing scenarios are based on 100% price difference between small, medium and large solid waste carts. All pricing scenarios include recycling for no additional charge. The "Yard Trimmings Collection Service" column in the pricing sheet indicates whether that pricing scenario is based on bundled or optional yard trimmings service.

Bundled yard trimmings collection means 100% of customers receive yard trimmings collection as part of the core services rate for no additional charge.

Optional yard trimmings collection means that customers would be automatically enrolled in the service but could contact the Contractor to decline collection service and receive a reduction in their core service price. The pricing sheet includes a field to enter the amount of reduction in the customer's bill if the customer elects to decline service (cell D48). The City estimates 75% of Customers would participate in the optional service scenario.

13. **Page 15 Section 4.4 - Dumpster Service for MFUs and Commercial Customers:** Is it required to provide pricing in this section, as there are multiple factors to consider: frequency of the service, enclosure considerations, potential recycling contamination and fees, location nuances, and the fact MFUs and Commercial Customers are subject to open market in the State of Colorado?

Answer: Contractors are required to provide pricing for dumpster service for Multi-Unit and Commercial Customers. The Pricing Sheet (Attachment 3 of the RFP) states the service frequency and various dumpster sizes by type. If there are other considerations that may impact pricing for the dumpster service, please state these factors and the associated financial impact as part of the proposal. Dumpster service may or may not be included in the final scope of the contract.

14. For the customer hold time, would the City consider a 90-second prompt to receive a call back as “answered” within the 2-minute time frame? This would be whether the resident chooses to continue holding or asks for a call back in the order their call was received.

Answer: Proposals must reflect the RFP request for calls to be answered within two minutes. Contractors may also submit an additional alternative approach and related cost savings.

15. Can you define what the City deems as uncontrollable rates/cost on page 23? Does the City consider it be a certain percentage and above?

Answer: An uncontrollable rate/cost is an expense over which the Contractor has no direct control. Under this contract the City anticipates uncontrollable costs may potentially include 1) fuel, 2) tip fees, and 3) changes in regulations. As part of the contract negotiations the City intends to negotiate and establish the specific indices for fuel and tip fees which will be the basis for considering an annual price adjustment above the lesser of the Denver-Boulder-Greeley Consumer Price Index (CPI) or three percent.

16. How big is the sample size for estimates in table 1 for small, medium, and large carts?

Answer: One of the requirements of Fort Collins’ hauler license is that haulers report the number of homeowners’ association and open market customers and the size of cart to which they subscribe. The table in the Request for Proposals (RFP) is a compilation of that information submitted for 2021 by all residential haulers currently servicing Fort Collins.

17. There is an inconsistency/contradiction in RFP surrounding the amount of time to exchange out carts – Section 5.8 says must respond within 2 days, Section 5.1 says we need to respond within 2 days but 7 days to deliver the carts. I would like clarity that it means we need to provide a response within 2 days but have 7 days to actually deliver the carts.

Answer: Thank you for identifying this inconsistency. The accurate text for both sections is:

“Contractor shall collect, deliver or swap carts for any service change requests and fulfill Bulky Items collection requests within 1 calendar week.”

18. For non-payment accounts is there a method the City would like to propose or do you want Contractor to specify that? Do we put them down to super saver service or other approach?

Answer: The City does not specify a process for addressing non-payment accounts. Contractors shall propose how they would handle non-payment accounts.

19. Does this RFP apply to the junk removal business?

Answer: This RFP does not apply directly to on-call junk removal Customers. Although pricing is requested for Bulky Items and dumpster service, the City intends to award a contract to one firm for ongoing residential solid waste cart-based services which may also include some level of services for Bulky Items and dumpsters.

20. Does this RFP apply to firms offering large roll-offs?

Answer: This RFP does not apply directly to on-call roll-off services. Although pricing is requested for dumpster service, the City intends to award a contract to one firm for ongoing residential solid waste cart-based services which may also include some level of services for Bulky Items and dumpsters.

EXHIBIT B

Item 7.

ORIGINAL MAILING LIST

Contact Name	Company Name	Address	City	ZIP
Yuliya Shymchyk	Alpine Waste & Recycling (NOW GFL)	7373 Washington Street	Denver	80229
Lori Cate	BeeLine Trucking Ltd	6042 WCR 42	Johnstown	80534
Kayla McGill	Bin There Dump That	541 E Garden Drive Unit O Sutie 140	Windsor	80550
Yvonne Cook	Blue Bear Waste Systems	2180 W 60th Ave	Denver	80221
Dan Garvin	Colorado Iron and Metal	903 Buckingham St	Fort Collins	80524
Jamie Blanchard-Poling	Compost Queen	2224 Stonegate Drive 1825 22nd Street Unit	Fort Collins	80525
Geoffrey Schmidt	Common Good Compost	9	Greeley	80631
Tanner Slatten	Custom Disposal & Service	620 E 3rd St	Eaton	80615
Stefani Richardson	Dirty Deeds	2580 E Harmony Rd ste 201	Fort Collins	80528
Nicole Hicks	Dumpster Diverz	PO Box 204	Timnath	80547
Paul Korte, Jenni Korte	Dumpster Rental	562 Boxwood Dr	Windsor	80550
Buster Dunn	Dunn Teller Enterprises	45407 CR 41	Pierce	80650
Andra Presser	Fuzion Field Services	PO Box 200638	Evans	80620
Brooklyn Hephner, Becca Walkinshaw	Gallegos Sanitation / Republic Sanitation	PO Box 1986	Ft. Collins	80522
Bridget Johnson	Green Girl	PO Box 324	Jamestown	80455
Taylor Hagen	Hagens Junk Removal	1609 Hillside Dr	Fort Collins	80524
Armando	Home Builders Services Inc	3031 Highway 119	Longmont	80504
Mike Howard	Hulk Addicts Hauling and Junk Removal	3836 Beechwood LN	Johnstown	80524
Adam Wasson	Junk King	PO Box 102	Berthoud	80513
Adam Wood	McDonald Farm Enterprises Inc.	7247 E. County Line	Longmont	80504
Rob Rapp	Rob and Mike's Hauling	2136 Cadman St.	Berthoud	80513
Jennifer Parkos	Mountain High Disposal	15416 Hwy 14	Ault	80610
Andrew Meredith	Mountain West Disposal	6094 Maidenhead Drive	Windsor	80550

EXHIBIT B

Item 7.

William Kennedy	Organix	19065 Hickory Creek Drive Suite 240	Mokena, IL	60448
John Puma	Ram Waste Systems	5704 Bueno Drive	Ft. Collins	80526
Ronnie Lee Hicks	RH Contracting	PO BOX 1408	Wellington	80549
Dean Hoag	RMB Recycling	1475 N College Ave	Fort Collins	80521
Jonathan Heaberlin	Timberline Waste Services	606 4th St	Windsor	80550
Tim Lambert	Tim of All Trades	9 Nantucket Ct	Windsor	80550
Brian Heuer	Sage Disposal	8646 Blackwood Drive	Windsor	80550
David LeClair & Cathy Johnston	S&B Waste Systems (Now United Site Services)	6766 E County Road 18	Johnstown	80534
Patty Kennedy	S&S Sanitation	PO Box 673	Loveland	80539
Jeff Wright	Step Up Roll Offs	1635 Foxtrail Drive #307	Fort Collins	
Deb Overturf Frank Santiago Jeremy Bradley	Waste Management of N. Colo.	40950 W C Rd 25	Ault	80610
Kirk Barker John Newman	Waste-Not Recycling	1065 Poplar Street	Loveland	80537
Kevin D Jackson	Yee Haul Junk	500 N Impala Drive	Fort Collins	80521

EXHIBIT B

Item 7.

PACKETS RESENT

Contact Name	Company Name	Address	City	Zip
Yvonne Cook	Blue Bear Waste Systems	6130 Huron St	Denver	80221
Brian Cleveringa	HBSCO LLC dba Home Builders Services	PO Box 3525	Greenwood Village	80155
Jennifer Parkos	Mountain High Disposal	PO BOX 1100	Ault	80610
Andrew Meredith	Mountain West Disposal	PO Box 832	Windsor	80550
Deb Hoag	Rocky Mountain Battery Service dba RMB Recycling	1475 N College Ave	Fort Collins	80524
Beth Wright	Step Up Inc	1635 Foxtrail Drive #307	Loveland	80538
Kevin D Jackson	Yee Haul Junk	904 30th Avenue Ct	Greeley	80634
William Kennedy	Organix	3308 Bernice Ave	Russellville, Arkansas	72802
Matt Marquardt	McDonald Farm Enterprises Inc.	7440 E I25 Frontage Rd	Frederick	80516
Kayla McGill	Bin There Dump That	1942 East Lincoln Ave, Unit B	Fort Collins	80524

Item 7. - FORT COLLINS
COLORADOAN

EXHIBIT C

Invoice Text
Notice of Intent to Provide City Residential Waste Services Pu

STATE OF COLORADO
COUNTY OF LARIMER
AFFIDAVIT OF PUBLICATION

CITY OF FC-CLERK-LEGALS
300 LAPORTE AVE

FORT COLLINS CO 80521

I, being duly sworn, deposes and says that said is the legal clerk of the Fort Collins Coloradoan; that the same is a daily newspaper of general circulation and printed and published in the City of Fort Collins, in said county and state; that the notice or advertisement, of which the annexed is a true copy, has been published in said daily newspaper and that the notice was published in the regular and entire issue of every number of said newspaper during the period and time of publication of said notice, and in the newspaper proper and not in a supplement thereof; that the publication of said notice was contained in the issues of said newspaper dated on

09/15/22

that said Fort Collins Coloradoan has been published continuously and uninterruptedly during the period of at least six months next prior to the first publication of said notice or advertisement above referred to; that said newspaper has been admitted to the United States mails as second-class matter under the provisions of the Act of March 3, 1879, or any amendments thereof; and that said newspaper is a daily newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado.

Nicole Jacobs

Legal Clerk

Subscribed and sworn to before me, within the County of Brown, State of Wisconsin this 15th of September 2022.

Nancy Heyrman

Notary Public

9.15.23

Notary Expires

NANCY HEYRMAN
Notary Public
State of Wisconsin

Legal No.0005413455

Affidavit Prepared
Thursday, September 15, 2022 16 am

Ad#:0005413455
P O :

This is not an invoice

of Affidavits:

EXHIBIT C

Item 7.

Notice to Provide City Residential Waste Services Pursuant to C.R.S. § 30-15-401 (7.5)

The City of Fort Collins is considering adoption of a requirement that municipal residents use or pay user charges for residential waste, recycling and yard trimmings collection service for single family homes, including multi-family residences of 7 or fewer units (the "City Residential Waste Services") in accordance with the following:

- (a) The area within which the City Residential Waste Services will be required includes the Fort Collins City Limits.
- (b) The date upon which the City Residential Waste Services requirement will start is not less than 6 and not more than 24 months after execution of a contract for City Residential Waste Services by the City.
- (c) Any person may, within 30 days after the date of this Notice, request in writing the opportunity to submit a proposal to provide City Residential Waste Services.

The City has issued a Request for Proposals (RFP) for the City Residential Waste Services. Persons wishing to submit a proposal are advised to register with Rocky Mountain E-Purchasing Systems at <http://www.bidnetdirect.com/> (use the "Vendor Register" link and complete your registration) and reference Solicitation #9648 Residential Solid Waste Collection Services or to provide a written request for the RFP by certified U.S. Mail, return receipt requested, addressed to the City of Fort Collins Purchasing Department, Attn: Gerry S. Paul, Ref Solicitation #9648 Residential Solid Waste Collection Services, 215 N Mason St. Fort Collins CO 80522-0580.

0005413455
Coloradoan
September 15, 2022

**REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES –
2/27/2023 SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE
PARTIES**

REVIEW VERSION – R2

AGREEMENT FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES

FEBRUARY 27, 2023

The contract is not in effect until approved by City Council and signed by both Republic Services and the City.

References to sections of the City Code in the review version of the contract may be changed prior to or during Council consideration of the contract because Council would be adopting changes to the municipal code simultaneous with adoption of the contract.

The City and Republic Services may make technical changes to the review version of the contract prior to signing.

**REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES – 2/27/2023
SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE PARTIES**

AGREEMENT FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES

THIS AGREEMENT FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES ("Agreement") is made and entered into on the Effective Date (defined below) by and between the CITY OF FORT COLLINS, a Colorado home-rule municipal corporation ("City"), whose address is 300 LaPorte Ave., Fort Collins, Colorado 80521 and Allied Waste Systems, Inc., a Delaware corporation d/b/a Republic Services of Colorado ("Contractor"), whose local address is 1941 Heath Parkway, Unit 2, Fort Collins, CO 80524, each of which is individually a "Party" and collectively are the "Parties".

WHEREAS, the Contractor, in response to the City's Request for Proposals ("RFP") No. 9648 dated September 12, 2022, submitted a proposal for Residential Solid Waste Collection Services dated October 17, 2022 ("Proposal"), to provide Collection Services for Residential Units, as such terms are defined below, within the City; and

WHEREAS, based on the outcome of the RFP the City has selected the Contractor to perform the Collection Services for Residential Units in accordance with the terms of this Agreement and pursuant to the City's authority under C.R.S. § 30-15-401(7.5) and Chapter 12, Article II of the Fort Collins Municipal Code; and

WHEREAS, pursuant to C.R.S. § 30-15-401(7.5) and Section 8-186(a) of the Fort Collins Municipal Code, this Agreement is subject to approval by the City Council of the City of Fort Collins by ordinance.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Definitions.** For the purposes of this Agreement, the following terms shall have the meanings set forth herein unless the context specifies otherwise:
 - A. "Acceptable Waste" means Bulky Waste, Recyclable Materials, Solid Waste and Yard Trimmings but does not include Excluded Waste.
 - B. "Administrative Fee" means that fee authorized by Section 12-32(b) of the Fort Collins Municipal Code.
 - C. "Associated Services" means customer service and billing functions, including billing of Customers and Service Opt-Out Customers.
 - D. "Bulky Waste" means Solid Waste that does not fit in a closed solid waste cart, excluding Excluded Waste, electronics, yard trimmings, recyclable cardboard, items that weigh more than 60 pounds, and items larger than 6' x 6'.
 - E. Carts Terminology:
 - "XS Cart" shall mean a 30-39-gallon cart with an insert that functionally creates a cart with less than 30 gallons of available capacity.
 - "Small Cart" shall mean a cart with a capacity of 30-39 gallons.
 - "Medium Cart" shall mean a cart with a capacity of 60-69 gallons.
 - "Large Cart" shall mean a cart with a capacity of 90-99 gallons.
 - "XL Cart" shall mean two Large Carts.

**REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES –
2/27/2023 SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE
PARTIES**

- F. “City Limits” means the boundary of the City of Fort Collins as identified via the City of Fort Collins GIS system. City Limits does not include the Growth Management Area. The City Limits are subject to change through future annexations by the City.
- G. “City Representative” means the City’s Environmental Program Manager for Waste Reduction & Recycling, or another City employee designated through the process established in Section 10, who shall be the Contractor’s primary contact at the City of Fort Collins.
- H. “Collection Services” means the collection, transportation, and delivery to an appropriate facility of Solid Waste, Recyclable Materials, Yard Trimmings, Bulky Items, and Associated Services for Residential Units conducted in a manner consistent with all applicable laws and regulations and the provisions of this Agreement.
- I. “Contractor” means Allied Waste Systems, Inc., a Delaware corporation d/b/a Republic Services of Colorado.
- J. “Customer” means an owner or occupant of a Residential Unit that receives Collection Services from Contractor under the terms of this Agreement.
- K. “Door-to-Door Service” means service in which Contractor brings carts from the Customer’s location to the curb or alley for servicing and returns the carts to the Customer’s location.
- L. “Dumpster” means a metal or plastic container, one (1) cubic yard to ten (10) cubic yards in volume, that is manufactured and used for the collection of Solid Waste, Recyclable Materials or Yard Trimmings.
- M. “Effective Date” means the effective date of this Agreement, which shall be the date stated in Section 4, Agreement Term.
- N. “Electronics” means any electronic device or electronic component as those terms are defined in the Colorado Hazardous Waste Regulations, 6 Code of Colorado Regulations 1007-3, Section 260.10 and as amended by the State of Colorado from time to time.
- O. “Excluded Waste” means (1) Hazardous Waste; (2) radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic waste as defined by applicable law; or (3) any other waste prohibited from a disposal or processing facility.
- P. “Force Majeure” means any act or event that prevents a Party from performing its obligations in accordance with the Agreement where the act or event is beyond the reasonable control and not the result of the fault or the negligence of the affected Party and such Party is unable to overcome such act or event through the exercise of due diligence. Such acts and events, include but are not limited to, acts of God, fire, explosion, accident, flood, earthquake, pandemic, epidemic, war, riot, and restraints or injunctions, not resulting from a Party’s breach of any terms and conditions of this Agreement or any other contractual commitment. Force Majeure acts or events do not include: economic or financial events that impact Contractor’s

**REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES –
2/27/2023 SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE
PARTIES**

ability to access or use financial resources; or labor disputes or strikes. To the extent that the performance is actually prevented, the Contractor must provide written notice to the City of such condition within three (3) days from the onset of such condition. Weather that causes suspensions or delays in Collection Services, as referenced in the Severe Weather Protocol in Exhibit A, is not a Force Majeure act or event.

- Q. “Hazardous Waste” means any chemical, compound, substance or mixture that state or federal law designates as hazardous because it is ignitable, corrosive, reactive or toxic, including but not limited to solvents, degreasers, paint thinners, cleaning fluids, pesticides, adhesives, strong acids and alkalis and waste paints and inks.
- R. “Recyclable Cardboard” means corrugated cardboard, and shall include, but not be limited to, materials used in packaging or storage containers that consist of three (3) or more layers of Kraft paper material, at least one (1) of which is rippled or corrugated. Cardboard shall be considered Recyclable Cardboard regardless of whether it has glue, staples or tape affixed, but not if it is permanently attached to other packing material or a non-paper liner, waxed cardboard or cardboard contaminated with oil, paint, blood or other organic material.
- S. “Recyclable Materials” means the materials listed in Table 1 of Exhibit A and any other materials identified by Contractor and approved by the City as Recyclable Materials, provided those materials have been separated from Solid Waste and can be recovered as useful materials and are properly prepared for the purpose of recycling.
- T. “Residential Units” means and includes all single-unit residential buildings, and multi-unit residential buildings containing seven (7) dwelling units or fewer within the City Limits, subject to certain exceptions and/or City-granted variances as provided in Sections 12-29 and 12-30 of the Fort Collins Municipal Code. Residential Units also include residences of Service Opt-in Customers.
- U. “Service Commencement Date” means the date as stated in Section 5, upon which the Contractor begins providing all Collection Services to Residential Units.
- V. “Service Opt-In Customer” means a Homeowner Association (“HOA”) or multi-unit residential building containing eight (8) or more dwellings within the City Limits that qualifies for an exception to the City’s Residential Waste Collection Program as provided in Section 12-29 of the Fort Collins Municipal Code that opts-in to receive Collection Services from Contractor.
- W. “Service Opt-Out Customer” means any person or entity who opts-out of the City Residential Waste Collection Program pursuant to Fort Collins Municipal Code, Section 12-32(d).
- X. “Service Year” means a period of twelve (12) calendar months beginning on the Service Commencement Date.
- Y. “Solid Waste” means all refuse, putrescible and nonputrescible waste, excluding electronics, discarded or abandoned vehicles or parts thereof, sewage, sludge, septic tank and cesspool pumpings or other sludge, discarded home or industrial

**REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES –
2/27/2023 SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE
PARTIES**

appliances, Hazardous Wastes, materials used as fertilizers or for other productive purposes and Recyclable Materials or Yard Trimmings which have been source separated for collection and does not include Excluded Waste.

- Z. “Transition Period” means the time from Effective Date until the Service Commencement Date.
- AA. “Transition Plan” means a plan documenting the timeline for which activities shall be undertaken by the Contractor and by the City during the Transition Period.
- BB. “Yard Trimmings” means those materials included in Table 2 of Exhibit A and any other similar organic materials identified by Contractor and approved in writing by the City Representative as Yard Trimmings.

2. Scope of Agreement.

- A. This Agreement pertains to Collection Services for Residential Units in the City Limits provided by Contractor on behalf of the City pursuant to the City’s authority in C.R.S. § 30-15-401(7.5). Contractor’s work under this Agreement shall consist of all supervision, materials, equipment, fuel, labor, tip fees and other items necessary to diligently and effectively provide Collection Services.
 - B. This Agreement shall not be considered a franchise for services to the residents of the City and any residential household may choose to negotiate with any other solid waste collection service provider licensed to do business in the City or may choose to remove their own Solid Waste, Recyclable Materials, Yard Trimming and Bulky Items in accordance with applicable laws and regulations and subject to the payment obligations set forth in Sections 3.1 and 4.7 of Exhibit A.
3. Scope of Services. Beginning on the Effective Date or Service Commencement Date, as applicable, the Contractor shall provide services to the City or, as applicable, to each Residential Unit as described herein:
- A. Request for Proposal. Request for Proposal (RFP) 9648 Residential Solid Waste Collection Services dated September 12, 2022 is incorporated herein by this reference. In the event a conflict exists between contract documents the order of precedence shall be 1) This Agreement including all exhibits; 2) RFP; and 3) Contractor’s Proposal.
 - B. Contractor’s Proposal. Contractor’s Proposal dated October 17, 2022 is incorporated herein by this reference.
 - C. Collection Services. Applicable Collection Services for Residential Units and Service Opt-Out Customers shall be in accordance with **Exhibit A**, which is attached hereto and incorporated herein by this reference.
 - D. Operating Specifications. All services performed hereunder shall be subject to the requirements stated in **Exhibit A**, which is attached hereto and incorporated herein by this reference.

**REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES –
2/27/2023 SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE
PARTIES**

- E. Contractor Performance. The Contractor is required to provide a high level of customer service, timely and accurate billing on behalf of the City, and professionalism in the performance of services under this Agreement. Performance failures will be addressed, to the extent possible, through liquidated damages for certain infractions as set forth on Exhibit A. The Parties agree, assigning a monetary value for damages to the City and the public for performance failures for such matters do not easily translate to the dollar amount of such damage, and that the liquidated damage amounts that are set forth in Exhibit A, which is attached hereto and incorporated herein by this reference, are reasonable estimates as to the dollar amount of damage incurred in relation to each offending act or omission.
- F. Pricing. The Contractor shall perform applicable Collection Services for Residential Units and Service Opt-Out Customers at the prices stated in Exhibit B, which is attached hereto and incorporated herein by this reference.
- G. Compensation. As compensation for the services provided under this Agreement, Contractor shall retain all fees collected from Customers and Service Opt-Out Customers except for the Administrative Fee, as provided in Exhibit A. The City is not liable or otherwise responsible to Contractor for any fee not paid by any Customer or Service Opt-Out Customer.
- H. Insurance. Without limiting any of the Contractor's obligations hereunder, the Contractor shall provide and maintain insurance coverage naming the City as an additional insured under this Agreement, via blanket-form endorsement, as applicable of the type and with the limits specified within Exhibit C, which is attached hereto and incorporated herein by this reference. Prior to the Effective Date of the Agreement, the Contractor, or its authorized representative, shall deliver to the City's Purchasing Director, purchasing@fcgov.com or P.O. Box 580, Fort Collins, Colorado 80522, one copy of a certificate evidencing the insurance coverage required from an insurance company rated A-VIII or higher by A.M. best Company and approved in Colorado.
- I. Confidentiality. The Contractor shall comply with Exhibit D, which is attached hereto and incorporated herein by this reference.
- J. Ownership of Waste. Contractor shall take ownership of Acceptable Waste when it is loaded into Contractor's vehicle. Ownership of and liability for any Excluded Waste shall remain with the generator and shall at no time pass to Contractor.
- K. Right of Refusal. If any Excluded Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire pick-up that contains those items. In the event such items are present but not discovered until after it has been collected by Contractor, Contractor may, in its sole discretion, remove, transport, and dispose of such items at a facility authorized to accept those items, in accordance with applicable law and charge the depositor or generator for all reasonable direct costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of those items.

**REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES –
2/27/2023 SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE
PARTIES**

4. Agreement Term. Subject to approval by ordinance of the Fort Collins City Council, this Agreement shall commence effective March 17, 2023, (“Effective Date”) and shall continue in full force and effect for five (5) years from the Service Commencement Date, unless terminated as provided herein (“Agreement Term”).
5. Service Commencement Date. The Service Commencement Date is the date the Contractor starts performing all Collection Services for Residential Units under the Agreement. The Service Commencement Date shall be September 30, 2024, subject to change by mutual written agreement of the Parties.
6. Early Termination. Notwithstanding the time periods contained herein, this Agreement shall terminate: 1) if the City fails to appropriate funds pursuant to Section 9 of this Agreement at the time as such then-existing appropriations are to be depleted; or 2) in the event of a termination by default in accordance with Section 20; or 3) at either Party’s option pursuant to Exhibit A, Section 4.11 in the event the Parties cannot mutually agree on the impact of uncontrollable costs.
7. Carts. Upon expiration or termination of the Agreement, ownership of all carts and replacement parts for such carts purchased by the Contractor under this Agreement shall transfer to the City. In the event of expiration or termination for Contractor default, the ownership of the Carts shall transfer to the City at no cost, free and clear of any liens or debt. In the event the Agreement is terminated early by the City in accordance with Section 6, the City shall pay the Contractor the net present value of the monthly cost per cart multiplied by the number of months remaining to reach five (5) years from the Service Commencement Date. Upon transfer of ownership, carts at Residential Units shall remain at the Residential Unit and Contractor shall transport the carts and replacement parts for such carts not at Residential Units to a location within Larimer County designated by the City Representative.
8. Notices. All notices provided under this Agreement shall be effective immediately when emailed or three (3) business days from the date of the notice when mailed to the following addresses:

Contractor

Allied Waste Systems, Inc., d/b/a Republic Services of Colorado
Attn: General Manager
1941 Heath Parkway Unit 2
Fort Collins, CO 80524

Republic Services, Inc.
Attn: Legal Department
18500 N. Allied Way
Phoenix, AZ 85054

**REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES –
2/27/2023 SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE
PARTIES**

City

City of Fort Collins
Attn: Program Manager, Waste Reduction and Recycling
PO Box 580
Fort Collins, CO 80522

City of Fort Collins
Attn: Purchasing Director
PO Box 580
Fort Collins, CO 80522

City of Fort Collins
Attn: City Attorney's Office
PO Box 580
Fort Collins, CO 80522

9. Appropriation. To the extent this Agreement or any provision in it would constitute a multiple fiscal year debt or financial obligation of the City, it shall be subject to annual appropriation by City Council as required in Article V, Section 8(b) of the City Charter, City Code Section 8-186, and Article X, Section 20 of the Colorado Constitution. The City shall provide Contractor with thirty (30) days written notice of any failure of the City to appropriate adequate funds. Neither party shall have the obligation to continue this Agreement in any fiscal year for which no such supporting appropriation has been made.
10. City Representative. The City Representative shall make, within the scope of their authority, all necessary and proper decisions with reference to the services provided under this Agreement. The City, through the City Manager, may change its representative by providing written notice of such change to Contractor. All requests concerning this Agreement shall be directed to the City Representative. Notwithstanding the foregoing, any changes to the Agreement shall not be binding on either Party without a written amendment to the Agreement.
11. Marks. Subject to a Party's express written approval, the other Party may use the Party's name, logo, symbol, trademark or service mark (together "Marks") in electronic, printed, stamped or inscribed materials to support and promote the relationship between the Parties during the Agreement Term. Each Party's right to use the Marks is royalty-free, non-exclusive, non-transferrable, and non-assignable.
12. Independent Service Provider. It is the express intention of the Parties that Contractor is an independent contractor performing services and is not an employee, agent, joint venturer, or partner of City. The City shall not be responsible for withholding any portion of Contractor's compensation hereunder for the payment of FICA, Workmen's Compensation or other taxes or benefits or for any other purpose.
13. Subcontractors and Disposal Facilities.
- A. The City acknowledges and approves the Contractor's utilization of the following subcontractors to perform services hereunder:

**REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES –
2/27/2023 SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE
PARTIES**

- i) Schaefer Plastics North America, LLC (“Schaefer”), which shall manufacture, warrant, and deliver the Carts for Solid Waste, Recyclable Materials and Yard Trimmings on Contractor’s behalf.
- B. The City acknowledges and approves Contractor’s use of the following disposal facilities:
- i) A-1 Organics for disposal of Yard Trimmings.
 - ii) Ewing Landscape Materials for disposal of Yard Trimmings.
 - iii) Larimer County Landfill for disposal of Solid Waste.
 - iv) Larimer County Recycling Center for disposal of Recyclable Materials.
 - v) North Weld Landfill for disposal of Solid Waste.
 - vi) Other disposal facilities selected and used in accordance with the terms of this Agreement.
- C. Except as stated above in Section 13(A), Contractor may not subcontract any of the Collection Services or use another disposal facility without the prior written consent of the City Representative.
- D. The following provisions shall apply for all services subcontracted hereunder: (a) the subcontractor must be a reputable, qualified firm with an established record of successful performance in its respective trade performing identical or substantially similar work, (b) the subcontractor shall be required to comply with all applicable terms of this Agreement, (c) the subcontract shall not create any contractual relationship between any such subcontractor and the City, nor shall it obligate the City to pay or see to the payment of any subcontractor, and (d) the work of the subcontractor shall be subject to inspection by the City to the same extent as the work of the Contractor. Contractor shall be solely responsible for performance of all duties hereunder.
14. Personal Services. It is understood that the City enters into the Agreement based on the special abilities of the Contractor and that this Agreement shall be considered as an agreement for personal services. Accordingly, the Contractor shall neither assign any responsibilities nor delegate any duties arising under the Agreement except as set forth in this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.
15. Not Waiver. The City’s approval or acceptance of, or payment for any of the services shall not be construed to operate as a waiver of any rights or benefits provided to the City under this Agreement or cause of action arising out of performance of this Agreement. The failure or delay by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.
16. Warranty.
- A. The Contractor hereby warrants that it is qualified and has the financial capacity, operational capacity and equipment to assume the duties and responsibilities necessary to effectively render the services described herein and has all the requisite corporate authority, professional licenses, and permits in good standing required by law.

**REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES –
2/27/2023 SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE
PARTIES**

- B. The services performed by the Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work. The services to be performed by the Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.
- C. The Carts shall be warranted by Schaefer for a period of ten (10) years from the date of delivery. As stated in Exhibit A, Attachment 2 upon transfer of ownership the manufacturer's warranty for the carts shall transfer to the City. The Contractor shall use best efforts to ensure the City receives the manufacturer's warranty upon transfer of ownership.
17. City's Role. The Contractor shall provide all services with no direct support by City staff. Although City staff may collaborate with Contractor on certain initiatives such as Customer education and communication, such support is solely at the City's discretion. Notwithstanding the foregoing, the City intends to monitor and evaluate the progress and performance of Contractor to ensure the terms of this Agreement are being satisfactorily met in accordance with the City's and other applicable monitoring and evaluating criteria and standards. Contractor shall fully cooperate with the City relating to such monitoring and evaluation.
18. Force Majeure. If either Party is prevented in whole or in part from performing its obligations by force majeure, then the Party so prevented shall be excused from whatever performance is prevented by such cause.
19. Disputes Resolution. Except in the event of a Default, pursuant to Section 20, the Parties shall attempt to resolve disputes as follows:
- A. Informal Dispute Resolution. The Parties will use reasonable efforts to resolve any disputes under this Agreement through negotiation. If a dispute arises between the Parties, the primary Representative for each Party will first strive to work out the problem internally. If the Representatives are unable to resolve the dispute within ten (10) days of commencing discussions, then either Party may deliver a written notice to the other Party describing the nature and substance of the dispute and proposing a resolution (the "Notice of Dispute").
- B. Executive Negotiation. During the first ten (10) days following the delivery of the Notice of Dispute (and during any extension to which the Parties agree) an authorized executive of each Party shall attempt in good faith to resolve the dispute through negotiations. If such negotiations result in an agreement in principle to settle the dispute, they shall cause a written settlement agreement to be prepared, signed and dated, whereupon the dispute shall be deemed settled, and not subject to further dispute resolution.
- C. Unresolved Disputes. Upon the Parties' mutual written agreement, any dispute under this Section 19 may be submitted for resolution to mediation to occur in Fort Collins, Colorado. The Parties reserve all rights to adjudicate any dispute not submitted to mediation under this Section 19 of the Agreement. In the event of mediation, the Parties shall share the cost for the mediator(s) equally and each Party shall be solely responsible for their own legal counsel expenses.

**REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES –
2/27/2023 SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE
PARTIES**

20. Default. If either Party breaches any provision of this Agreement and such breach is not substantially cured within ten (10) days after receipt of written notice from the non-breaching Party specifying such breach in reasonable detail, the non-breaching Party may terminate this Agreement by giving ten (10) days' written notice of termination to the breaching Party. However, if the breach is not within the reasonable control of the defaulting party and cannot be substantially cured within ten (10) days, such cure period may be extended to an agreed period of time pursuant to a mutually agreed upon corrective action plan to cure the default. If the breach is within the reasonable control of the defaulting party, and the defaulting party fails to cure such default in accordance with this Section, the party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail themselves of any other remedy at law or equity. If the non-defaulting Party, exhausts the dispute resolutions provisions stated in Section 19 of the Agreement, they may commence legal or equitable action against the defaulting Party, the defaulting Party shall be liable to the non-defaulting Party for the non-defaulting Party's reasonable attorney fees and costs incurred because of default.

21. Performance Security.

- A. The Contractor shall provide performance security by providing the City an irrevocable letter of credit in a form satisfactory to the City Purchasing Director at least ninety (90) days prior to the Service Commencement Date. The amount of the letter of credit will be One-Million Dollars (\$1,000,000) issued by a local, federally insured (FDIC) banking institution with a debt rating of 1A or higher by the FDIC or A or higher by Standard & Poor's, Moody's Investor, or comparable agency as determined by the City.
- B. The irrevocable letter of credit shall contain the following endorsement, "At least sixty (60) days prior to cancellation, replacement, failure to renew or material alteration of this irrevocable letter of credit, written notice of such intent shall be given to the City by the financial institution. Such notice shall be given by certified mail to the City of Fort Collins, Purchasing Director, 215 North Mason, Fort Collins, CO 80522."
- C. The irrevocable letter of credit shall be released to the City in the event this Agreement is terminated by reason of breach or default of the Contractor. The irrevocable letter of credit will be released to Contractor at the end of the Agreement Term, provided there is no outstanding breach, default, or other payment deductions or adjustments.
- D. The rights reserved to the City with respect to the irrevocable letter of credit are in addition to all other rights of the City, whether reserved by this Agreement, or otherwise authorized by law, and no action, proceeding or right with respect to the irrevocable letter of credit shall affect any other rights the City has or may have under the law.

22. Entire Agreement; Binding Effect; Order of Precedence; Authority to Execute. This Agreement, along with all Exhibits and other documents incorporated herein, shall constitute the entire Agreement of the Parties regarding this transaction and shall be binding upon said Parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said Parties. Covenants or representations not contained in this

**REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES –
2/27/2023 SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE
PARTIES**

Agreement shall not be binding on the Parties. In the event of a conflict between terms of the Agreement and any exhibit or attachment, the terms of the Agreement shall prevail. Each person executing this Agreement affirms that they have the necessary authority to sign on behalf of their respective Party and to bind such Party to the terms of this Agreement.

23. Indemnity. The Contractor agrees to indemnify, defend and save harmless the City, its officers, agents and employees against and from any and all actions, suits, claims, demands or liability of any character whatsoever (including reasonable attorneys' fees) brought or asserted for injuries to or death of any person or persons, or damages to property (collectively, "Claims") to the extent caused by the negligence or willful misconduct of the Contractor. The Contractor shall not be liable for any Claims resulting solely from negligence or willful misconduct of the City.
24. Compliance with Law: The services to be performed by the Contractor hereunder shall be done in compliance with all applicable federal, state, county and City laws, ordinances, rules and regulations. Contractor must be properly licensed by the City to perform Collection Services.
25. Law/Severability. The laws of the State of Colorado shall govern the construction, interpretation, execution, and enforcement of this Agreement. The Parties further agree that Larimer County District Court is the proper venue for all disputes. If the City subsequently agrees in writing that the matter may be heard in federal court, venue will be in Federal District Court in Denver, Colorado. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
26. Prohibition Against Unlawful Discrimination. The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, affirmatively ensures that for all contracts entered into with the City, disadvantaged business enterprises are afforded a full and fair opportunity to bid on the contract and are not to be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The City strictly prohibits unlawful discrimination based on an individual's gender (regardless of gender identity or gender expression), race, color, religion, creed, national origin, ancestry, age 40 years or older, marital status, disability, sexual orientation, genetic information, or other characteristics protected by law. For the purpose of this policy "sexual orientation" means a person's actual or perceived orientation toward heterosexuality, homosexuality, and bisexuality. The City also strictly prohibits unlawful harassment in the workplace, including sexual harassment. Further, the City strictly prohibits unlawful retaliation against a person who engages in protected activity. Protected activity includes an employee complaining that he or she has been discriminated against in violation of the above policy or participating in an employment discrimination proceeding.

The City requires its contractors to comply with the City's policy for equal employment opportunity and to prohibit unlawful discrimination, harassment and retaliation. This requirement applies to all third-party contractors and their subcontractors at every tier.

**REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES –
2/27/2023 SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE
PARTIES**

27. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, by the City of any of the notices, requirements, immunities, rights, benefits, protections, limitations of liability, and other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq. and under any other applicable law.
28. Colorado Open Records Act. The Contractor hereby acknowledges that the City is a public entity subject to Sec. 24-72-201 et seq. of the Colorado Revised Statute (CORA). This Agreement is subject to public disclosure in whole pursuant to CORA.
29. Cooperative Purchase – Utilization by Other Governmental Entities. Any governmental entity within the state of Colorado may, subject to such entity's governing laws, rules, and regulations, use the City's competitive purchasing process as the basis to negotiate a contract with the Contractor for similar services. Any governmental entity that uses the City's competitive purchasing process as the basis of award will be solely responsible for negotiating all terms of such contract with the Contractor and issuing their own contract documents. The Contractor shall be required to include in any contract with another governmental entity that is entered into under this cooperative provision a contract clause that will hold harmless the City from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the City's Agreement. The City makes no guarantee of usage by other entities of this Agreement. Utilization of this cooperative provision by any other entity must not have a negative impact on the City's level and/or quality of service.
30. Survival: Any terms and conditions of this Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.
31. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals the day and year first written above.

Signature Page Follows

Item 7.

**REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES –
2/27/2023 SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE
PARTIES**

CITY OF FORT COLLINS

ALLIED WASTE SYSTEMS, INC.

Kelly DiMartino, City Manager

Date

CITY OF FORT COLLINS

Gerry Paul, Purchasing Director

Date

APPROVED AS TO FORM

ATTEST

**REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES –
2/27/2023 SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE
PARTIES**

EXHIBIT A

SCOPE OF WORK/COLLECTION SERVICES

1.0 BACKGROUND

The Agreement provides for Solid Waste, Recyclable Materials, Yard Trimmings, Bulky Items and related services for Residential Units in Fort Collins.

Fort Collins has a long-standing commitment to waste reduction and has utilized a licensed open market collection system for decades.

Fort Collins' license requires haulers to report the materials collected from all sectors of the community, which is used to calculate various diversion rates. In 2020, the community diversion rate (including residential, commercial, and industrial materials) was 52% and the residential diversion rate was 29%. Details of Fort Collins diversion rates can be found in the annual reports at www.fcgov.com/recycling/publications-resources.php.

Fort Collins has adopted aggressive waste reduction goals, including working toward zero waste by 2030, and has identified a stagnant residential diversion rate as one of the challenges of making progress on that goal. Our Climate Future is the combined waste, climate and energy plan for Fort Collins and can be viewed at www.fcgov.com/climateaction/our-climate-future.

Fort Collins wishes to build upon the existing program and the goals of this Agreement include, but are not limited to:

- Reduce the number of trucks on residential streets and achieve street maintenance savings as well as increase safety in residential neighborhoods.
- Reduce greenhouse gas emissions.
- Increase diversion of Recyclable Materials and Yard Trimmings and encourage reuse of Bulky Items as much as possible.
- Provide equitable pricing throughout the community.
- Provide cost-effective pricing for Collection Services.
- Provide a high level of customer service.

2.0 SERVICE INFORMATION

City Limits

The Contractor shall provide applicable Collection Services for Residential Units and Service Opt-Out Customers within the City Limits. Contractor is responsible for servicing Residential Units and Service Opt-Out Customers added to City limits within 60 days of the Residential Unit's location being annexed into the City Limits.

Alleys

Where alleys are the primary service option, Contractor shall provide Collection Services in alleys.

Door to Door Service

Contractor shall provide Door-to-Door Service for Customers with a disability as defined in Title 2 of the ADA upon request for no additional charge.

**REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES –
2/27/2023 SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE
PARTIES**

Service Suspension

Contractor shall provide a suspension of services (a “Service Suspension”) up to once per calendar year upon Customer request for a period of one month or more. During the Service Suspension, the Contractor shall charge the Customer the XS Cart service price and the Administrative Fee. Contractor may not charge the Customer to start or stop the Service Suspension.

Transition Plan

The current version of the Transition Plan is Attachment 3 and may be adjusted during the Transition Period by mutual written consent of the Parties.

Service Opt-Out Customers

Contractor shall not provide Solid Waste, Recyclable Materials, Yard Trimmings, or Bulky Items collection services to Service Opt-Out Customers. Contractor shall bill Service Opt-Out Customers in accordance with this Agreement and the Fort Collins Municipal Code.

Customers may elect to opt out of Collection Services at any time by contacting the Contractor. In the event more than ten percent (10%) of eligible Customers elect to opt out within sixty (60) days of the Service Commencement Date, the Parties shall negotiate, in good faith, the time available to the Contractor to start Collection Services for Service Opt-Out Customers who choose to opt back in to Collection Services. For purposes of this paragraph, the calculation of eligible Customers shall consider only Customers at single-unit residential buildings not within an HOA and multi-unit residential buildings containing seven (7) dwelling units or fewer within the City Limits.

In the event the City eliminates or reduces the impact of the Pay-As-You-Throw program (volume-based trash rates with bundled recycling) in the residential hauler license requirements of Chapter 15, Article XV of the Fort Collins Municipal Code, the Parties shall negotiate in good faith, the time available to the Contractor to start Collection Services for Service Opt-Out Customers who choose to opt back in to Collection Services.

Service Opt-In Customers

If a Service Opt-In Customer requests to opt in to Collection Services, the Contractor shall work with the entity representing the Service Opt-In Customers to mutually agree to a date to deliver carts and start Collection Services (i.e. the Contractor is not required to meet the cart delivery requirements in section 4.1 of this Agreement).

3.0 SCOPE OF WORK/COLLECTION SERVICES

3.1 Solid Waste Collection

Contractor shall provide Solid Waste Collection Services as follows:

- Contractor shall offer five service levels to Customers, corresponding the XS, S, M, L, and XL Cart sizes, for the prices in the Price Sheet (Exhibit B). All service levels shall include Recyclable Materials, Yard Trimmings, and Bulky Items collection.
- Contractor shall provide weekly Solid Waste collection.
- Contractor shall collect Solid Waste from Solid Waste carts provided as part of this Agreement.

**REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES –
2/27/2023 SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE
PARTIES**

- The Contractor may use any of the permitted landfills identified in this Agreement. Notwithstanding the previous sentence, at the City's sole option the City may require flow control, in which case the Contractor shall dispose of all Solid Waste at the Larimer County Landfill. City Representative shall notify the Contractor in writing with at least six (6) months' notice if the City elects to start or stop flow control of Solid Waste to the Larimer County Landfill. If such action takes place after one (1) year from the Service Commencement Date, the Parties shall negotiate in good faith any resulting financial impacts and update Exhibit B.

Overflow Solid Waste

When a Customer sets out un-carted Solid Waste (including if a cart lid cannot fully close), the Contractor shall:

- Photograph the Solid Waste.
- Affix an appropriately marked service tag to the Customer's Solid Waste cart.
- Collect the overflow Solid Waste on the same day as Solid Waste cart.
- Charge the Customer an extra \$4 per 32-gallon bag equivalent. Contractor will retain the additional cost paid by the Customer.

Recyclable Cardboard in Non-Recycling Carts

City code prohibits the disposing of Recyclable Cardboard in Solid Waste or Yard Trimmings carts or Electronics in any cart. When Recyclable Cardboard appears to constitute 25% or more of a Solid Waste or Yard Trimmings cart or when Electronics are observed in any cart, the Contractor shall:

- Photograph the item(s) in the cart.
- Affix an appropriately marked service tag to the Customer's Solid Waste cart.
- Not service the cart until the Recyclable Cardboard is removed.
 - Contractor may leave the cart un-serviced until the regularly scheduled service day that follows the removal of prohibited materials.
 - The following regularly scheduled service day, the Customer may set out twice the regular volume of Solid Waste for no additional charge to account for the prior missed service. In this circumstance, bags equivalent to the regular weekly service level of Solid Waste shall not be considered overflow Solid Waste.
- If Customer has not removed the materials by the next regularly scheduled service day, Contractor shall notify the City Representative for compliance action.

3.2 Recyclable Materials Collection

Contractor shall provide Recyclable Materials Collection Services as follows:

- Contractor shall collect Recyclable Materials from Recyclable Materials carts provided as part of this Agreement.
- Standard service shall be a Large Cart
 - Residents can select a Medium Cart for no change in their monthly cost subject to Section 4.1 of the Agreement.

**REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES –
2/27/2023 SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE
PARTIES**

- Collection shall be on the same day as Solid Waste collection.
- At the City’s discretion, Contractor shall deliver Recyclable Materials to the Larimer County Recycling Center or the permitted recycling center of the Contractor’s choice for the pricing included in the Price Sheet (Exhibit B). City Representative shall notify the Contractor in writing with at least six (6) months prior written notice if the City elects to start or stop flow control of Recyclable Materials to the Larimer County Recycling Center. If such action takes place after one (1) year from the Service Commencement Date the Parties shall negotiate in good faith any resulting financial impacts and update Exhibit B.
- Recyclable Materials shall not be landfilled unless the load is rejected from the recycling center due to contamination. If that occurs, Contractor shall notify the City Representative within one (1) business day with details of the incident / cause of the contamination. Contractor shall also include details and cause of the contamination incident in the regular report to the City Representative.

**Table 1
MINIMUM LIST OF RECYCLABLE MATERIALS TO COLLECT**

Recyclable Cardboard	Plastic bottles, tubs, jugs and jars (#1,2 and 5)
Office paper (white and colored)	Aluminum cans, clean foil & pie plates
Magazines	Steel / tin cans & empty aerosol cans
Paperboard	Glass bottles and jars
Kraft paper	Aseptic containers

Recyclable Materials Service Frequency and Number of Carts

Recyclable Materials Service shall be provided to 100% of Customers as part of the Collection Services cost. Recyclable Materials Services collection shall be performed weekly with up to two (2) Large Recyclable Materials Cart. Except as otherwise set forth herein, Contractor shall only be required to collect the contents of the Recyclable Materials Carts and may charge Customers for additional Recyclable Materials should Contractor elect to collect such materials. Any such material cannot be in a plastic bag and must not exceed the Cart size. The fee for such services shall be in accordance with the Pricing Schedule in Exhibit B.

Changes in Frequency of Recyclable Materials Services Collection

In the event the City wishes to change the frequency of Recyclable Materials Services collection from weekly to every-other-week, the parties agree to negotiate in good faith the timing to implement the change and impact to pricing with consideration to the effect of such change on the Contractor’s operations.

Changes in Market Conditions

If the materials recovery facility processing Customers’ Recyclable Materials temporarily or permanently stops accepting some or all of the items in Table 1, the Parties will come to mutual agreement about how to adjust Collection Services in a timely manner.

Recyclable Materials Contamination

The Recyclable Materials contamination threshold shall be ten percent (10%) by volume. When the Contractor encounters a cart with ten percent (10%) or more contamination, the Contractor shall:

**REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES –
2/27/2023 SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE
PARTIES**

- Photograph the item(s) in the cart.
- Affix an appropriately marked service tag to the Customer's Recyclable Materials cart.
- Not service the cart until the contamination is removed.
- Contractor may leave the cart un-serviced until the regularly scheduled service day that follows the removal of the contamination.
- The following regularly scheduled service day, the Customer may set out twice the regular volume of Recyclable Materials for no additional charge to account for the prior missed service. In this circumstance, Recyclable Materials may be placed in Recyclable Cardboard boxes and shall not be considered overflow Recyclable Materials.
- If the Customer has not removed the contamination by the next regularly scheduled service day, the Contractor shall affix a service tag to the cart, service the cart as Solid Waste, and charge the Customer the equivalent overflow Solid Waste fee.

3.3 Yard Trimmings Collection

Contractor shall provide Yard Trimmings Collection Services as follows:

Contractor shall automatically enroll Customers in Yard Trimmings Collection Services. However, Customers may elect to opt-out of Yard Trimmings Collection Services at the time of the initial sign-up for services or by contacting the Contractor.

Customer's may elect to opt-out of Yard Trimming Collection Services at any time however, the effectivity date for such change in service and corresponding reduction in the monthly cost shall in accordance with Attachment 1, attached hereto and incorporated herein by reference.

- In the event a Customer elects to opt-out of the Yard Trimming collection services, the Customer's monthly cost shall be reduced in accordance with the Pricing Sheet (Exhibit B).
 - Contractor shall collect Yard Trimmings from Yard Trimmings carts provided as part of this Agreement.
- Contractor shall collect Yard Trimmings in the cart only (no loose materials will be accepted).
- Unless the Customer opts out of Yard Trimmings Collection Services, Contractor shall provide Customers a Large Cart for Yard Trimmings Collection Services.
 - Customers may select a Medium Cart for no change in their monthly cost subject to Section 4.1 of the Agreement.
- Contractor shall collect Yard Trimmings weekly from April 1st through November 30th each year.
- Contractor shall collect Yard Trimmings on the same day as Solid Waste and Recyclable Materials collection.
- Contractor shall deliver Yard Trimmings to A-1 Organics or Ewing Landscape Materials.
 - Contractor shall receive prior written approval from the City Representative to take materials to a facility other than A-1 Organics or Ewing Landscape Materials.

**REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES –
2/27/2023 SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE
PARTIES**

- Yard Trimmings may not be landfilled unless load is rejected from the Yard Trimmings destination due to contamination. If that occurs, Contractor shall notify City Representative via email within one (1) business day with details of the incident / cause of the contamination. Contractor shall also include details and cause of the contamination incident in the regular report to the City Representative.

**Table 2
MINIMUM LIST OF YARD TRIMMINGS TO COLLECT**

Brush & Limbs (Up to 3" diameter and length to fit in in the cart with lid closed)
Grass Clippings
Leaves
Garden Trimmings / Weeds / Plant Material

Yard Trimmings Contamination

The Yard Trimmings contamination threshold shall be ten percent (10%) by volume. When the Contractor encounters a cart with ten percent (10%) or more contamination through visual inspection of the cart, the Contractor shall:

- Photograph the item(s) in the cart.
- Affix an appropriately marked service tag to the Customer's Yard Trimmings cart.
- Not service the cart until the contamination is removed.
- Contractor may leave the cart un-serviced until the regularly scheduled service day that follows the removal of the contamination.
- The following regularly scheduled service day, the Customer may set out twice the regular volume of Yard Trimmings for no additional charge to account for the prior missed service. In this circumstance, Yard Trimmings may be placed in paper yard waste bags and shall not be considered overflow Yard Trimmings.
- If the Customer has not removed the contamination by the next regularly scheduled service day, the Contractor shall affix a service tag to the cart, service the cart as Solid Waste, and charge the Customer the equivalent overflow Solid Waste fee.

3.4 Periodic Residential Bulky Items Collection

Bulky Items Collection Services

The Contractor shall provide Bulky Items Collection Services as follows:

- Collection on an on-call basis.
- Collection within five (5) business days of request.
- Collection need not be on the same day as regular Solid Waste services.
- Contractor shall utilize a rear load truck to provide Bulky Items Collection.
- Contractor will provide periodic educational outreach to Customers in the City to encourage reuse of Bulky Items.
- Contractor shall track the number of and types of items collected (in categories mutually agreed upon by the Contractor and the City Representative).

**REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES –
2/27/2023 SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE
PARTIES**

- As part of the Collection Services cost, Customers may request collection of up to two (2) No Additional Fee Bulky Items per calendar year for no additional charge. Customers requesting collection of more than two (2) No Additional Fee Bulky Item collections per calendar year shall pay the price stated in the Pricing Sheet (Exhibit B) for any additional No Additional Fee Bulky Items.
 - No Additional Fee Bulky Items

Shall include common household items, including but not limited to non-freon containing appliances and furniture, excluding the following:

 - Excluded Waste
 - Hazardous Waste
 - Electronics
 - Yard Trimmings
 - Recyclable Cardboard
 - Items that weigh over 60 pounds
 - Items larger than 6' x 6'
 - Additional Fee Bulky Items

Shall include items for which Customers will be charged an extra fee, per the pricing stated in the Pricing Sheet (Exhibit B).

3.5 Dumpster Service for Multi-Unit Residential and Commercial Customers

At the City's discretion and with 90 days advance written notice of the City Representative, the Contractor shall offer Dumpster service for Solid Waste and Recyclable Materials pursuant to the terms of this Agreement. As determined by the City, this service offering may be made available to Residential Units, multi-unit residential buildings, or commercial buildings that opt in to receive such Dumpster service by Contractor. Pricing for such Dumpster services shall be as stated in the Price Sheet (Exhibit B).

3.6 Other Services or Additional Material Collections or Other Ways to Improve Program

The Contractor may identify at any time and propose to the City to offer other services or collect additional materials to improve the program subject to the following:

- Such supplemental service(s) enhances services under the City's Agreement and supports the City's sustainability goals.
- Collection is compliant with the terms of the City's Agreement and all local, state and federal laws and regulations.
- Materials are managed at an appropriately licensed / permitted facility.

Any additional services or additional materials collected are subject to the City's prior written approval at the City's sole discretion.

4.0 OPERATIONAL SPECIFICATION

The Contractor shall provide all resources, equipment, and personnel necessary to perform all services described herein.

4.1 Carts

The Contractor shall purchase, assemble, and deliver all Solid Waste, Recyclable Materials, and Yard Trimmings carts.

**REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES –
2/27/2023 SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE
PARTIES**

Cart ownership will transfer to the City at the end of the Agreement Term subject to Section 5 of the Agreement.

The cost of the carts is included in the monthly rates as stated in the Pricing Sheet (Exhibit B). The Customer's bill shall not include a separate itemized line-item price for carts.

Carts shall be new, wheeled units that meet the following criteria:

- The cart body and lid shall be distinct for Solid Waste, Recyclable Materials and Yard Trimmings carts. Cart colors shall be:
 - Grey for Solid Waste (CL.GRY.1).
 - Blue for Recyclable Materials (CL.BLU.1).
 - Green for Yard Trimmings (CL.GRN.1).
- Cart sizes available must be consistent with service levels in Section 3.
- Carts must be compatible with industry standard collection equipment.
- Carts shall be manufactured with a minimum of ten percent (10%) residential post-consumer recycled plastic content based on the weight of the entire mass of the body, lid and wheels.
- Radio Frequency Identification (RFID) tags must be embedded in carts at the time of manufacturing.
- Carts shall be hot-stamped with City logo and contact phone number. The lids of Recyclable Materials and Yard Trimmings carts shall have in-mold labeling of full-color guidelines for acceptable/unacceptable materials.
 - The City Representative will provide information and artwork for hot stamp and in-mold label guidelines printing.
 - Contractor logos and information shall not be included on carts other than temporary labeling approved by the City Representative.
- Carts shall be purchased from Schaefer and shall be model numbers 95Q.0R0, 65Q.0R0 and 35Q.0R0.
- Schaeffer shall provide a 10-year warranty on the carts purchased pursuant to this Agreement which shall transfer to the City simultaneous with the transfer of the cart ownership at the end of this Agreement Term.

Grant Funding

The City has secured \$15 per Recyclable Materials cart in grant funding from The Recycling Partnership to offset part of the Recyclable Materials cart cost. The price stated in the Pricing Sheet (Exhibit B) has been reduced by an amount equal to this grant funding.

Once the City has received the grant funds, the City Council has appropriated such funds and the City has confirmed delivery of the carts, the City shall authorize the Contractor to initiate an invoice for such grant funds. The Contractor shall then invoice the City for an amount equal to the grant funding. Invoices should be emailed to invoices@fcgov.com with a copy to the City Representative. Pay terms shall be Net 30 days from the date of the invoice.

**REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES –
2/27/2023 SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE
PARTIES**

The City may continue to seek grant funding to offset other cart costs. In the event the City secures additional grant funding, the price for services shall be reduced by an amount equal to the additional grant funding provided by the City.

Cart Exchanges and Replacement

Initial Service Start-Up:

- Contractor shall provide an appropriately sized and equipped fenced, secured location to utilize during cart assembly and delivery. The Contractor shall notify the City Representative in writing as soon as reasonably possible once the site has been identified.
- Contractor shall provide a second appropriately sized and equipped fenced, secured location to store Contractor's legacy carts and other haulers' carts. The Contractor shall notify the City Representative in writing as soon as reasonably possible once the site has been identified.
- Contractor shall collect existing Republic Services or Gallegos carts from their customers simultaneous with delivery of carts for Collection Services. Subject to written agreement with other licensed haulers, Contractor shall collect other haulers' existing carts from their customers simultaneous with delivery of carts for Collection Services unless otherwise mutually agreed in writing by the Parties.
 - All collected carts shall be transported to the secure storage location agreed upon by the City Representative and Contractor.
 - The City Representative shall use commercially reasonable efforts to support communication between the Contractor and other licensed haulers.
- Contractor shall deliver new carts simultaneously with the old cart removal unless otherwise mutually agreed in writing by the Parties.
- Contractor shall scan the RFID in each cart and the related serial number at the point of delivery and confirm the carts delivered are the correct size and type requested by each Customer.
 - Throughout the duration of this Agreement, Contractor shall maintain a current database of the serial number of each cart and the affiliated address, along with the Customer's name, phone number, email address and billing address. With thirty (30) days' advance written request by City, Contractor shall send City the information contained in the database in a mutually agreed-upon format. As part of Contractor's subcontract with Schaefer, Contractor will provide information correlating each serial number with its corresponding RFID within reasonable time upon request.
- Contractor shall affix information to carts at the time of delivery.
 - The information shall include but is not limited to guidelines and a service calendar. The information shall be designed collaboratively by the City and the Contractor with final written approval by the City Representative.
 - The Contractor shall pay all printing and any other costs (such as cost for attaching to carts at delivery etc.) for the information.
- Contractor and the City Representative shall agree in writing to the cart deployment and collection schedule at least ninety (90) days prior to cart delivery and collection.

**REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES –
2/27/2023 SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE
PARTIES**

- Contractor shall recycle all unusable Republic Services carts and carts labeled as Gallegos Sanitation.
- Contractor shall provide Cart delivery and collection of Contractor's and Gallegos' Carts, and subject to written agreement between the Contractor and other haulers, such haulers' Carts. Such service shall be performed at no charge to the Customer.
- Upon receipt of a Customer complaint that Contractor delivered the incorrect size or type of cart, Contractor shall deliver correct carts and remove incorrect carts by the next scheduled service day for such waste stream.

Ongoing:

- Contractor shall provide up to two (2) delivery / exchange / repair instances per service address per year for no additional charge. Each instance could involve one or more carts for the following reasons:
 - Initial delivery of carts when a new Customer starts service.
 - Collection of carts when a Customer ends service.
 - Repairing or replacing broken or missing carts.
 - Exchanging carts for a different service size.
 - Cart delivery or exchange for any other reason.

Contractor can charge Customer a delivery / exchange fee for delivery / exchange / repair needs beyond two instance per year. The cart exchange fee for such instances is included in the Pricing Sheet (Exhibit B).

- Contractor shall deliver, exchange or collect carts by the next service date for the applicable waste stream.
- Contractor shall maintain at least two percent (2%) surplus inventory for each size and type of cart utilized as part of this Agreement. Contractor shall monitor cart inventory daily. Contractor shall ensure adequate inventory of carts at all times.
- Cart inventory utilized as part of this Agreement shall be securely stored within Contractor's fenced property.

Cart Maintenance

Contractor shall provide routine cart maintenance, repair and replacement.

Contractor shall:

- Maintain carts graffiti-free and in good working condition.
- Repair any damaged carts that can reasonably be returned for regular service.
- Replace carts that cannot reasonably be repaired.
- Recycle any decommissioned carts.

4.2 Collection Vehicles

The Contractor shall provide all vehicles and equipment needed for Collection Services in an efficient and environmentally sensitive manner.

**REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES –
2/27/2023 SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE
PARTIES**

Collection Vehicles

Collection vehicles used to provide Collection Services for this Agreement shall meet the following criteria:

- Be 2018 model year or newer.
- As applicable, have functioning diesel exhaust aftertreatment systems.
- At least 50% of the diesel collection vehicles shall meet US16 Emission standards.
- At least 45% of the diesel collection vehicles shall have certified clean idle engines.

Contractor shall not purchase and/or transfer from another location any additional diesel trucks for use in Collection Services for this Agreement. Both Parties acknowledge vehicles may need to be transferred due to a vehicle collision or equipment failure. All new trucks purchased and any replacements for trucks retired from service shall be RNG-fueled or electric trucks.

Contractor shall provide an adequate fleet size of vehicles required to perform the services hereunder.

Contractor shall conduct a pilot utilizing at least one electric collection vehicle for as long as reasonable for the duration of this Agreement. With mutual agreement, Contractor and the City may pursue additional electric collection vehicles within the Term of this Agreement.

Details of vehicles anticipated to be utilized as of the Service Commencement Date as well as replacement criteria and schedule are in Attachment 4.

Fuel

Contractor shall construct RNG fueling infrastructure that shall be operational by the Service Commencement Date and for the duration of this Agreement. Contractor shall secure RNG credits to utilize at least 98% RNG for all natural-gas-fueled collection vehicles utilized for Collection Services.

Contractor shall construct at least one electric charging station at Contractor's Fort Collins facility by the Service Commencement Date to support the electric collection vehicle pilot project.

Preventative Maintenance and Repairs

Contractor shall conduct preventative maintenance to ensure that collection vehicles are available to provide Collection Services, including at a minimum the following:

- Every collection vehicle shall be inspected and lubed according to the following schedule.
 - Every 150 hrs. for automated and front load trucks (Approximately every 12-15 days of use).
 - Every 250 hrs. for rear load trucks. (Approximately every 20-25 days of use).
- Hydraulics shall be maintained sufficiently to prevent hydraulic fluid leaks.
- Seals on trucks shall be regularly replaced to prevent material leaks.

**REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES –
2/27/2023 SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE
PARTIES**

Overweight vehicles

Contractor shall track vehicle weights on an ongoing basis. Routes shall be designed to support collection vehicles remaining under legal weight limits.

Weight tickets from disposal facilities shall be retained for a minimum of six months.

Instances of overweight vehicles shall be included in the regular report to the City Representative.

4.3 Collection Personnel

The Contractor shall maintain staffing levels required to support the Collection Services on the schedules set forth herein. The Contractor shall maintain a current Department of Transportation (DOT) compliance policy. Such policy shall be subject to audit and review by the City with reasonable prior notice.

At a minimum, all vehicle drivers shall be:

- Licensed by the State of Colorado with a valid Class B Commercial Driver License (CDL) with air brakes endorsement.
- Alert, careful, courteous and competent.
- Appropriately trained in operations and safety measures.
- Provided with appropriate communication tools and Personal Protective Equipment (PPE).

4.4 SAFETY

Safety Program

The Contractor shall embrace a culture of safety to include a documented safety program for the Collection Services. The safety program must include at a minimum the following:

- Health and Safety Training.
- Employee/Management Responsibility.
- Hazard Recognition and Control.
- Incident Reporting and Investigation.

Tracking and Reporting

The Contractor shall track and report to the City Representative on an annual basis its Experience Modification Rate (EMR) and OSHA Total Recordable Incident Rate (TRIR). The calculation for TRIR is as follows:

$$\text{TRIR} = \frac{\text{Number of recordable cases} \times 200,000}{\text{Number of hours worked}}$$

Contractor shall notify the City Representative in writing within 24 hours in the event of a serious accident involving injury.

**REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES –
2/27/2023 SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE
PARTIES**

Contractor shall provide a summary of any incident report and investigation for any accident or infraction as well as any follow up actions taken to resolve situation or prevent in the future in the regular report to the City Representative.

Vehicle Safety

Contractor shall ensure, when operational, all collection and transfer vehicles:

- Have covered loads.
- Be kept in good repair and appearance.
- Be clean and sanitary.
- Be compliant with all local, state, and federal safety and inspection regulations.

Contractor's drivers shall conduct pre- and post-trip inspections daily and shall identify any issues in a written vehicle condition report.

Any collection vehicle deemed unsafe or not legal to operate shall be removed from service.

Contractor collection vehicles shall have dash cameras, back up cameras, and software with real-time GPS tracking.

Spill Response

Any vehicle leaks or spills shall be cleaned up as soon as possible and no later than 24 hours after occurrence.

Contractor shall clean up any spills or litter caused by collection or transportation, regardless of whether it is on public or private property.

Cell Phone Usage

No driver of a Contractor vehicle operating in furtherance of this Agreement shall use a cell phone when the vehicle is moving.

4.5 Collection Schedule, Missed Collections and Blocked Carts

Hours and Holidays

All collections shall be conducted between 7 a.m. and 7 p.m. Monday through Friday and 7 a.m. to 7 p.m. on Saturdays during any week with a holiday or due to severe weather.

No collections shall occur on Sundays or holidays unless expressly authorized by the City Representative.

Holidays observed shall be New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day. The date on which each holiday is observed shall follow the schedule of the disposal facilities utilized by the Contractors.

Severe Weather Protocol

On days when the City closes or declares a late start due to severe weather or other emergency, the Contractor may suspend or delay service without prior approval of the City. The City will post such notification at fcgov.com by 5 a.m. Mountain Time.

In situations where the Contractor seeks to suspend or delay service, but the City has not closed its facilities or declared a delayed start, Contractor must notify the City Representative in writing by 7 a.m. Mountain Time of the basis for the service suspension

**REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES –
2/27/2023 SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE
PARTIES**

for that day. Contractor shall use commercially reasonable efforts to avoid any service suspension or delay.

Contractor shall collect any missed collections due to suspended service within one calendar day of the resumption of service (as determined by Contractor) unless otherwise approved by the City Representative. The resumed service may cause a similar delay to other service days throughout that service week. (For example, if service is suspended on a Tuesday and resumes on Wednesday, the Tuesday Customers would be serviced on Wednesday and so on, including Friday collections taking place on Saturday.)

If severe weather requires a service suspension of two or more days in length, Contractor may delay service of the necessary service days until the following regularly scheduled service day (for instance, if service must be suspended on Monday and Tuesday, Monday Customers' service may be delayed until the following service day so that Tuesday Customers would be serviced on Wednesday and so on, including Friday collections taking place on Saturday.)

If multi-day service suspensions take place over the course of multiple weeks, Contractor shall adjust which day of service is delayed for one week. Any one service day shall not be delayed for more than one week (i.e. if storms take place on two Wednesdays in a row, Wednesday customers may have service delayed to the following week, but in the second week Thursday customers would be delayed so that no one set of customers is without service for any longer than two weeks).

Missed Collections

Contractor shall resolve any missed collection issues within one (1) business day if the missed collection is reported by 4 p.m. Missed collections reported after 4 p.m. shall be serviced within two (2) business days.

- Excluding delays associated with service suspensions.
- Excluding instances where Customer had late set-out, blocked cart or excessive contamination.
- Contractor shall photograph when carts are not set out by the service time.

Blocked Carts

If the Contractor cannot access a cart to service it, the Contractor shall:

- Photograph the cause of the issue.
- Affix an appropriately marked service tag to the blocked cart(s). If attaching a tag is not feasible / practical, Contractor shall contact the Customer via text, email, or phone call to notify them of the problem and when their cart(s) will next be serviced.

Contractor may leave the cart(s) un-serviced until the next regularly scheduled service day that follows the removal of the situation blocking access to the cart(s).

The following regularly scheduled service day, the Customer may set out twice the regular volume of materials for no additional charge to account for the prior missed service. In this circumstance, materials equivalent to the regular service level shall not be considered overflow and Customer shall not be charged extra.

**REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES –
2/27/2023 SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE
PARTIES**

If the blockage remains on the next regularly scheduled service day, Contractor shall notify the City Representative and does not have to service the location until the blockage is addressed.

4.6 City and Contractor Responsibilities During Transition Period and Beyond

City Responsibilities

- Collaborate with the Contractor to design public notifications and service tags for the Collection Services.
- Provide information and artwork for cart hot stamps and cart lid in-mold labels.
- Help to resolve questions while Contractor develops service address list.
- Determine whether HOAs with existing hauling contracts comply with City requirements (and thus are exempt from the City’s residential waste collection program under Section 12-29 of the City Code) and share that information with the Contractor.
- Provide a phone number that shall be routed to the Contractor and that the Contractor shall use for all customer service inquiries, requests, complaints and other as related to this Agreement. The City will retain all rights to the phone number. Contractor will assist to transfer the phone number to the City or next selected contractor at the end of the Agreement Term.
- The City Representative shall use commercially reasonable efforts to support communication between the Contractor and other licensed haulers during the time that Republic legacy and other haulers’ carts are being collected.
- Establish Customer billing rates based on the contract pricing and the Administrative Fee.

Contractor Responsibilities

Contractor shall:

- Develop, produce and distribute public notifications to Customers.
 - Contractor shall collaborate with the City Representative to design the public notifications and City Representative shall have final approval authority.
 - Contractor shall distribute public notifications at the following times at a minimum.
 - During the initial start-up period.
 - When new Customers start service (after the service start-up period).
 - When Customers change service levels at any time.
 - Annually to all Customers at a time agreed upon with City Representative.
 - The notification shall be in a multi-color, user-friendly format with any text in both English and Spanish and shall include:
 - Available service levels and rates.
 - Annual collection calendar.
 - Set-out times and locations.
 - Directions for changing service levels, managing overflow Solid Waste, contamination, and requesting additional services.
 - Guidance on acceptable and unacceptable materials in Recyclable Materials and Yard Trimmings carts.
- Develop service address list.

**REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES –
2/27/2023 SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE
PARTIES**

- Facilitate and manage Customer cart size selection.
 - Customers shall be able to select their cart sizes via any of the following options: a Fort Collins-specific page on RepublicServices.com, through the mail, or over the phone.
- Conduct all billing set-up with Customers.
- Develop and distribute a collection calendar(s) for all Customers.
- Produce service tags to address situations such as blocked carts, Solid Waste overflows, contaminated Recyclable Materials or Yard Trimmings, or other conditions that impact service or safety. The City Representative shall have final approval authority of the service tag design. Tags shall:
 - Include text in English and Spanish.
 - Be made of durable, water-resistant material that can be written on.
 - Be printed with one (1) color.
 - Have a mechanism for temporary attachment to carts.
 - Be a minimum size of 5” x 10”.
- Remove all existing carts from Customers at no additional cost simultaneous with new cart delivery per Section 4.1.
- Provide all other services stated in this Agreement and/or required to provide Collection Services in accordance with the terms of the Agreement.

4.7 Customer Billing

All Customer billing shall be conducted by the Contractor.

Customer rates will be established by the City based on the pricing stated in Exhibit B and Administrative Fee.

Contractor portion of rates and fees shall remain unchanged during each Service Year unless otherwise approved by an amendment to this Agreement.

Customer bills shall be on a quarterly schedule and shall be assessed in advance.

Contractor shall charge all Service Opt-Out Customers the XS Cart service price and the Administrative Fee.

All Customer bills shall include the following:

- Applicable Collection Services rates as one line item (i.e. Recyclables Materials, Yard Trimmings and Bulky Items collections shall not be separate line items).
- Separate itemization of any fees accrued by the Customer for overflow Solid Waste, contamination, Bulky Items collection and any other fees approved by the City.
 - The only charges allowed on Customer bills are those described in this Agreement.
- Administrative Fee(s) may be itemized separately or included with the Collection Services price at the City’s discretion. If itemized, the City Representative will provide text to be included on bills.

**REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES –
2/27/2023 SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE
PARTIES**

- Bills shall include text in Spanish providing Customers with directions for how to receive a Spanish translation of their Bill. During the Agreement Term, the Contractor will seek the capability to provide Customer bills in Spanish upon request.

4.8 Customer Service and Education

All customer service functions shall be provided starting in the Transition Period and shall continue through the Agreement Term.

Customer Service Representatives

Prompt customer service from representatives who understand Fort Collins' program is very important to the City.

Contractor shall have a sufficient number of qualified and experience customer service agents who possess comprehensive working knowledge of Fort Collins neighborhoods and the specific details of services, rates, and applicable provisions of the Agreement available at the specified times to service Customers. These customer service agents will work in Contractor's Colorado Pod and service Fort Collins and Colorado generally, with priority given to Customer contacts.

During times of high call volume, Customer contacts may roll over to Contractor's Northwest area pod representatives.

Customer Service Hours

Customer service staff dedicated to Customers under this Agreement shall be available at a minimum from 7:30 a.m. to 5 p.m. Mountain Time (MT) Monday through Friday.

Northwest area pod customer service agents shall be available additional hours of 5 p.m. to 6 p.m. MT Monday through Friday and 8 a.m. to 1 p.m. MT Saturdays.

Customer Queries and Complaints

Contractor shall:

- Address all issues directly and strive for a one call resolution to Customer and Service Opt-Out Customer needs.
 - The City shall not be the default customer service provider.
- Answer Customer contacts primarily with live personnel.
 - When call volume is unexpectedly high and live personnel are addressing other City queries, Customers may opt to receive a call back while holding their place in the call queue.
- Provide an option for Customers calling after hours to leave a voice mail message; Contractor shall respond to Customer query within one (1) business day.
- Maintain an average hold time of three (3) minutes or less for customer service over the phone.
- Maintain an average abandonment rate of less than three percent (3%) of customer calls for customer service over the phone.

**REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES –
2/27/2023 SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE
PARTIES**

- Offer Customers the opportunity to take an optional three (3) question survey at the end of a call with a customer service agent. The survey questions will be mutually agreed upon by the Parties.
 - Responses to the survey from Fort Collins Customers shall be included in the regular report to the City Representative.
- Resolve any other Customer or City complaints within two (2) business days.
- Resolve all complaints and requests to the satisfaction of Customers and the City Representative.

Subject to Customer's consent, City shall have access to the recording of any phone customer service interactions and/or written communications with a Customer upon request. Contractor shall retain phone recordings for ninety (90) days from the date of the interaction and written correspondence for six (6) months from the date of the correspondence. Contractor shall obtain any required consent of Customers and Service Opt-Out Customers to provide this information to the City Representative.

Public Outreach and Education

The City will conduct comprehensive public outreach and education activities throughout the Agreement Term. The Contractor shall support these efforts by:

- Producing and distributing Customer notifications as described in Section 4.6.
- Maintaining a Fort Collins-specific website page(s) with the same information required for Customer notifications.
- Providing Customers with the ability to request service changes online (such as start / stop service, cart size change, Bulky Items collection, report a missed collection, opt out of Yard Trimmings collection etc.).
- Providing service tags and utilizing them as described in this Agreement.
- Providing the City Representative with information that will impact Customer service at least thirty (30) days before any changes go into effect.
 - Including changes in accepted Recyclable Materials or Yard Trimmings, equipment, routing, collection schedule etc.

4.9 Regular Reports

All reports shall be submitted electronically in a format and with a level of detail that is acceptable to the City Representative.

Each report shall include information since the last report (monthly / quarterly / annual).

Monthly reports shall be submitted within 15 days of the end of the month. Quarterly and annual reports shall be submitted within 30 days of the end of the month / quarter / year.

Information within each topic area shall be sorted by Customer address unless otherwise specified below.

For the purpose of this section, service type shall mean Solid Waste, Recyclable Materials, or Yard Trimmings.

**REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES –
2/27/2023 SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE
PARTIES**

All reporting periods shall be based on a calendar year.

The City reserves the right to request additional information mutually agreed up on by the City Representative and the Contractor.

Reports shall include the following:

Immediate Reporting

Contractor shall notify the City Representative via email within twenty-four (24) hours in the event of a serious accident involving injury or death.

Contractor shall notify the City Representative via email as well as spill@fcgov.com in the event of any spill that enters a storm drain inlet or any significant spill.

Contractor shall send a report to the City Representative within one (1) business day if / when any of the following occur:

- Contaminated loads of Recyclable Materials or Yard Trimmings that include materials from Customers that are rejected from processing facilities.
 - Include date, service type, contamination type, situation that caused contamination, and any other relevant details.
- Prohibited materials in carts or blocked carts that are not corrected within one (1) week by Customer.

Monthly Report

- Materials collected.
 - Scale-based weight data for Solid Waste, Recyclable Materials, Yard Trimmings and Bulky Items collections, including facilities where they were delivered for reuse, recycling, composting, disposal or other management.
 - The weight of City materials in any mixed loads that also includes non-City Solid Waste can be estimated using methodology acceptable to the City.
 - If materials were delivered to more than one (1) facility, include the scale-based weight data for each facility.
- Customer complaints.
 - Include date of complaint, service address, complaint type, resolution, and date resolved.
 - For purposes of this report, a complaint is any customer contact other than a service change or information request.
 - Contractor and the City Representative will develop list of complaint types that are mutually agreeable, and they may include missed collection, unsafe driving, spills, operating outside permitted hours, customer service phone call hold times, other customer service issues, etc.
- Missed collection.
 - Date of missed collection, date of resolution, service type missed, service address, and whether missed collection was due to Contractor or Customer (i.e. late set out, blocked cart etc.).

**REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES –
2/27/2023 SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE
PARTIES**

- Contaminated loads of Recyclable Materials or Yard Trimmings rejected from processing facilities.
 - Include date, service type, contamination type, situation that caused contamination, and any other relevant details.
- Accidents or infractions.
 - Provide a summary of any incident report and investigation for any accident or infraction as well as any follow up actions taken to resolve situation or prevent in the future.

Quarterly Report

- Number of Customers receiving Collection Services through the City contract.
- Financials.
 - Amount of Administrative Fee collected for remittance to the City.
 - Any known performance violations and associated liquidated damages to be remitted to the City.
 - Fees charged for the quarter sorted by fee type.
 - Number of accounts over 90 days delinquent.
- Special service situations and fees assessed.
 - Include the incident date, service address, incident resolution and fee charged for the following incident types:
 - Overflow Solid Waste.
 - Prohibited items in Solid Waste carts (such as Recyclable Cardboard, Electronics, etc.).
 - Blocked carts.
 - Contaminated Recyclable Materials carts.
 - Contaminated Yard Trimmings carts.
- Bulky Items collection.
 - Service address, date service request received, date of bulky item pick up, and number of items by type (in categories agreed upon by Contractor and the City Representative)
- Customer service.
 - Number of customer communications.
 - Include date and type of customer service (complaint, service change, or information request).
 - Percent of phone calls answered via roll over to Northwest area pod or national staff.
 - Summary of Customer responses to customer service survey.
 - Percent abandoned phone calls.
 - Average hold times for phone calls.

**REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES –
2/27/2023 SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE
PARTIES**

- Average number of phone calls per time of day.
 - Contractor and the City Representative shall mutually determine time categories, such as before 8 am, 8am-11am, 11am-1pm, 1pm to 3pm, 3pm -5pm, 5-6pm, after 6pm.
- Cart activity (includes deliveries, replacements, repairs, removal or exchanges).
 - Include type of cart, type of action (delivery, repair, replacement, removal, exchange), request date, completion date, and service address. If Customer is changing cart size, include the initial and new cart size.
- New opportunities: any new opportunities identified by Contractor to decrease materials landfilled, increase reuse, recycling or composting of materials.
- Number of Customers opting out of Collection Service.

Annual Report

- Annual average of the number of Customers receiving Collection Services through the City contract.
- Monthly scale-based weight data for Solid Waste, Recyclable Materials, Yard Trimmings and Bulky Items collections, including facilities where they were delivered for reuse, recycling, composting, disposal or other management for each month of the year.
- Annual summary of the number of the following:
 - Missed collections by Contractor*.
 - Missed collections due to Customer (late set-out, blocked cart etc.)*.
 - Number of contaminated loads of Recyclable Materials or Yard Trimmings rejected by processor with brief notes of the cause.
 - Carts delivered, repaired, replaced, removed or exchanged, sorted by activity type as a number and as a percentage of carts serviced by Contractor's Collection Services.
- * Express these data points as a raw number and as a percentage out of all the Customers receiving Collection Services through the City.
- Annual summary of each of the following Financials.
 - Amount of Administrative Fee remitted to the City.
 - Amount of liquidated damages remitted to the City.
 - Amount of fees charged, sorted by fee type.
 - Collection Services rates charged to Customers.
- Summary of Bulky Item material collection by item type.
- New opportunities: any new opportunities identified by Contractor to decrease materials landfilled, increase reuse, recycling or composting of materials.

Available to City Upon Request

- Customer and service level details.
 - Customer name, service address, billing address, phone number, Customer email, cart serial number and related cart sizes per service type.
- Customer invoice.

**REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES –
2/27/2023 SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE
PARTIES**

- Time and date stamped photograph of any incident of a late set out, overflow solid waste, prohibited item in Solid Waste cart, blocked cart, contaminated Recyclable Materials cart, contaminated Yard Trimmings cart.
- Recording of customer service interactions over the phone (must be retained for ninety (90) days after interaction).
- Copy of written customer service interactions (must be retained for six (6) months after interaction)

Quarterly Meeting

City Representative and Contractor contact shall meet quarterly to review and discuss Contractor performance. Either Party may also invite additional staff members as appropriate.

Records Retention and Auditing Rights

The Contractor shall maintain all records for a minimum of three (3) years from the end of the Agreement Term and any extension, with the exception of phone customer service interactions, which shall be retained for at least ninety (90) days and written customer service interactions, which shall be retained for at least six (6) months from the interaction. Contractor shall retain records of tip fees paid during the Agreement Term for a minimum of three (3) years from the end of the Agreement Term and any extension.

Contractor records shall be available at all reasonable times for inspection by the City, including records of tip fees paid.

The City will retain full auditing rights of the Contractor's accounting records as they pertain to this Agreement.

Materials to Provide to City Near the End of Agreement Term

Contractor shall provide documentation certifying transfer of ownership of carts and of cart warranty to the City Representative within 30 days from the end of the Agreement Term.

Contractor shall provide the following to the City Representative within 30 days of the end of the Agreement Term:

- Customer name, service address, billing address, phone number, Customer email, cart serial and related cart sizes per service type to the City in Excel or other electronic format acceptable to both Parties.

4.10 Solid Waste, Recyclable Materials and Yard Trimmings Composition Analysis

If the City or any agent hired by the City conducts a composition analysis of Solid Waste, Recyclable Materials, Yard Trimmings or other materials, the Contractor shall support by diverting loads identified by the City Representative or their agent to the designated sort site (within Larimer County) during the composition analysis and any significant additional cost shall be negotiated by the Parties in good faith.

**REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES –
2/27/2023 SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE
PARTIES**

4.11 Contractor Compensation

Service Price Changes

The City agrees that the Contractor's pricing as stated in Exhibit B may be adjusted annually beginning on the first anniversary of the Service Commencement Date and annually thereafter, except in instances when performance violations on contract non-compliance issues are unresolved.

The adjustment will be three percent (3%) annually effective on the anniversary date of the Service Commencement Date.

Uncontrollable Cost Increases or Decreases

On an annual basis beginning on the first anniversary of the Service Commencement Date the Contractor may petition the City for an additional pricing adjustment due to uncontrollable costs limited to disposal or processing tip fee increases or changes in applicable regulations. The Contractor shall petition the City at least ninety (90) days prior to the anniversary date.

Price adjustment petitions developed by the Contractor for tip fee increases shall include written documentation of tip fees for all materials collected in Collection Services as of the time of the application as well as an average over the last twelve (12) months. The petition shall consider decreases in other tip fees as a potential counterbalance for other uncontrollable costs.

Any pricing change under this subsection shall be effective on the anniversary of the Service Commencement Date.

Any petition shall include documentation to justify how the cost increases exceed the three percent (3%) per year standard increase.

The City reserves the right, as a condition of approval, to inspect Contractor financial records that justify a change in the pricing.

The City has no obligation to approve any petition but acknowledges uncontrollable costs may occur and intends to negotiate with the Contractor in good faith without unreasonable delay. In the event the Parties are unable to agree on such uncontrolled costs the pricing shall increase 3.5% inclusive of the increase stated in Service Price Changes stated above and either party shall have the right to terminate the Agreement with twelve (12) months written notice.

4.12 Administrative Fee and Liquidated Damages Remittance

The Contractor shall collect the Administrative Fee through Customer billing on behalf of the City. Contractor shall remit the Administrative Fee and liquidated damages from performance violations to the City Representative within thirty (30) calendar days of the last day of the calendar quarter via check made out to the City of Fort Collins.

5.0 CONTRACTOR PERFORMANCE

5.1 Performance Standards & Liquidated Damages

Performance standards and liquidated damages for non-compliance to the Agreement requirements are stated in Table 3.

**REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES –
2/27/2023 SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE
PARTIES**

The liquidated damages stated in Table 3 are reasonable estimates as to the dollar amount of damages incurred in relation to each offending act or omission. The City may assess liquidated damages regardless of whether the Contractor has met or is meeting the related performance standards percentages stated in Table 3. The liquidated damages are not intended as a penalty and the assessment of liquidated damages shall not be deemed a default except in the event the Contractor fails to cure in accordance with the Agreement.

During the Agreement Term, the Contractor shall sustain the performance standards stated in Table 3. In the event the Contractor fails to sustain the stated performance standards and/or is not in compliance with the terms of the Agreement, the City may deem the Contractor to be in default in accordance with the provisions of Section 20.

In the event of non-compliance, the City shall notify the Contractor in writing of the basis for each assessment of liquidated damages. City shall work in good faith with the Contractor to resolve any disputes related to liquidated damages.

Liquidated damages shall be due to the City on the next quarterly remittance following assessment of the liquidated damages (per Section 4.12).

Table 3

**REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES –
2/27/2023 SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE
PARTIES**

PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

Material Conditions for Contract Default

PERFORMANCE STANDARD VIOLATION	LIQUIDATED DAMAGES	CALCULATION BASIS FOR PERFORMANCE STANDARD	PERFORMANCE STANDARD
Failure to meet schedule for any Transition Plan activity	\$500 per day	Daily	100%
Failure to deliver all Solid Waste to mutually-agreed-upon permitted landfill, all Recyclable Materials to the Larimer County Recycling Center, and all Yard Trimmings to mutually-agreed-upon facilities OR landfilling properly source separated Recyclable Materials or Yard Trimmings	\$3,000 per load	1 - Load	100%
Failure to maintain required insurance coverage	\$5,000 per incident	Insurance expiration date	100%
Failure to maintain irrevocable letter of credit	\$5,000 per incident	ILOC expiration date	100%
Misrepresentation in reporting including inaccurate Administrative Fees or liquidated damages	\$5,000 per incident	Each Reporting Period	100%
Contractor utilizing a driver to provide Collection Services that does not have a valid Class B CDL with air brakes endorsement and Colorado Drivers' License and/or is not current with DOT required training or other DOT requirements	\$1,000 per driver per day	All Drivers	100%
Delayed remittance of Administrative Fees or liquidated damages	\$500 per day	Each Billing Period	100%
Failure to participate in mutually scheduled quarterly meeting	\$1,000 per incident	Each Quarterly Meeting	100%
Failure to allow City audits or maintain records for three (3) years or retain customer service phone recordings for ninety (90) days or customer service written correspondence for six (6) months	\$3,000 per incident	Each City Audit or Each Information Request	100%

**REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES –
2/27/2023 SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE
PARTIES**

PERFORMANCE STANDARD VIOLATION	LIQUIDATED DAMAGES	CALCULATION BASIS FOR PERFORMANCE STANDARD	PERFORMANCE STANDARD
Failure to provide written notice within 24 hours of any serious accident involving injury or death or significant spill the date, description and resolution/corrective action taken for any vehicle accidents, infractions, or overweight vehicles that occurred.	\$1,000 per incident	Each Reporting Period	100%
Failure to deliver specified loads of material to a designated location in support of a material composition analysis conducted on behalf of the City	\$1,000 per load per audit	Annual Audit	100%
Failure to appropriately bill Customers according to the Agreement OR billing Customers for fees not approved by City OR failure to provide text in Spanish with directions for accessing full bills in Spanish	\$300 per bill, up to \$3,000 per quarterly billing cycle	Per Customer Bill	100%
Failure to provide dedicated service representatives in the Colorado Pod and NW Pod during each respective pod's customer service hours in this Agreement	\$500 per day	Daily	100%

**REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES –
2/27/2023 SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE
PARTIES**

Daily Operations

PERFORMANCE STANDARD VIOLATION	LIQUIDATED DAMAGES	CALCULATION BASIS FOR PERFORMANCE STANDARD	REQUIRED TIME PERIOD OR MEASUREMENT UNIT	PERFORMANCE STANDARD
Collection Services taking place before 7 a.m. or after 7 p.m. (each route shall be separate incident)	\$250 per incident	Monthly	Collected between 7 a.m. and 7 p.m.	98%
Failure to collect missed collections reported by 4 p.m. within one (1) business day or those reported after 4 p.m. within two (2) business days (excludes late setouts & blocked carts which shall be collected within one (1) calendar week) (excludes severe weather delays, which shall be serviced in accordance with Section 4.5)	\$150 per Customer per day plus one month credit to each missed Customer	Monthly	Within specified time frame	98%
Failure to deliver carts to new Customers (after initial service start-up) OR to replace and/or repair damaged/lost carts OR to collect carts when Customer ends service OR to deliver correct cart type and size if initial cart delivery was incorrect by the next scheduled service day	\$150 per day per cart plus one month credit to each impacted customer	Monthly	Within two (2) business days	98%
Failure to respond to Customer queries within one (1) business day	\$250 per incident	Monthly	Within one (1) business day	98%
Failure to resolve billing inquiries and disputes within two (2) business days	\$250 per incident	Monthly	Within two (2) Business Days	98%
Failure to maintain an average hold time of three (3) minutes or less for customer service over the phone	\$500 per month	Monthly Average	Less than three (3) Minutes	98%

**REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES –
2/27/2023 SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE
PARTIES**

PERFORMANCE STANDARD VIOLATION	LIQUIDATED DAMAGES	CALCULATION BASIS FOR PERFORMANCE STANDARD	REQUIRED TIME PERIOD OR MEASUREMENT UNIT	PERFORMANCE STANDARD
Failure to maintain an average abandonment rate of less than three percent (3%) of customer calls for customer service over the phone	\$500 per month	Monthly Average	Less than three percent (3) of Customer Service calls	98%
Failure to clean up any vehicle leaks or collect materials spilled during the execution of Collection Services within twenty-four (24) hours of spill	Twice (2X) cost of clean-up incurred by City	Monthly	Within twenty-four (24) hours	100%
Collection of overflow Solid Waste, prohibited materials, contaminated Recyclable Materials or contaminated Yard Trimmings without tagging and / or charging appropriate fee to customer	\$500 per incident	Monthly	Each Customer	98%
Late or incomplete submission of on-request, monthly, quarterly OR annual reports	\$250 per day	Monthly / Quarterly/ Annually	Within specified time frame	100%
Failure to cover vehicles that contain Solid Waste, Recyclable Materials, Yard Trimmings or Bulky Items OR to maintain vehicles in clean, sanitary and good working order	\$250 per incident	Each Load	Each Vehicle	100%
Failure to provide Bulky Item collection within five (5) business days of Customer request	\$150 per Customer per day plus one month credit to each impacted Customer	Monthly	Within five (5) business days	98%
Driver providing Collection Service utilizing a cell phone in a moving vehicle	\$500 per cell phone infraction	Per Incident	All drivers	100%

**REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES –
2/27/2023 SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE
PARTIES**

PERFORMANCE STANDARD VIOLATION	LIQUIDATED DAMAGES	CALCULATION BASIS FOR PERFORMANCE STANDARD	REQUIRED TIME PERIOD OR MEASUREMENT UNIT	PERFORMANCE STANDARD
Failure to maintain required color-coding for Solid Waste, Recyclable Materials or Yard Trimmings carts OR to maintain hot-stamp labels on all carts OR to maintain printed material guidelines on Recyclable Materials or Yard Trimmings carts	\$250 per cart per day	Monthly	Each Cart	98%
Failure to distribute approved notifications & collection calendars OR to develop/use approved service tags	\$250 per day	Monthly	Within specified time frame	98%

5.2 Contactor Performance Review

The City reserves the right to conduct a full review of Contractor performance at any time during the Agreement Term. If during the review process or any other deliberative process the City determines the Contractor's performance is not in compliance with the terms of the Agreement (regardless of liquidated damages paid), the City may declare the Contractor in default and terminate the Agreement pursuant to Section 20, Defaults of this Agreement.

**REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES –
2/27/2023 SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE
PARTIES**

Attachment 1

Yard Trimmings Opt-In or Opt-Out Effectivity Dates

Date of Customer Notification to Contractor Requesting to Opt-In or Opt-Out	Date Effective for Service and Billing
First Six Months after Service Commencement Date	
By September 1, 2024	October 1, 2024
By October 1, 2024	November 1, 2024
By November 1, 2024	December 1, 2024
By December 1, 2024	January 1, 2025
By January 1, 2025	February 1, 2025
By February 1, 2025	March 1, 2025
Next Six Months after Service Commencement Date	
By January 1	February 1
By February 1	March 1
By March 1	April 1
By April 1	August 1
By May 1	August 1
By June 1	August 1
By July 1	August 1
By August 1	December 1
By September 1	December 1
By October 1	December 1
By November 1	December 1
By December 1	January 1

**REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES –
2/27/2023 SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE
PARTIES**

Attachment 2

Schaefer Cart Warranty Transfer Acknowledgement



CITY OF FORT COLLINS, CO

RE: WARRANTY TRANSFER CONFIRMATION

1/20/2023

To Whom It May Concern:

Please accept this letter as confirmation that the 10-year warranty of the Schaefer carts, that would be purchased for the City of Fort Collins, CO contract, will transfer to the city from Republic Services at the conclusion of the initial term of the 5-year contract. The result will be the remaining years of warranty from cart purchases for the contract will transfer with the asset to the City of Fort Collins, CO.

This arrangement is possible due to the partnership Schaefer and Republic Services share, spanning over 20 years.

If there are any further questions or clarifications needed, please feel free to contact me.

We sincerely hope to partner with the city during this project for a smoothly executed transition for the residents of Fort Collins.

Thank you,

A handwritten signature in black ink that reads 'Brett Belda'.

Brett Belda
Vice President, Waste Technology Division
Schaefer Plastics North America, LLC.
Brett.Belda@ssi-plastic.com
(440) 679- 2430

Item 7.

**REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES –
2/27/2023 SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE
PARTIES**

Attachment 3

Transition Plan

Program Transition Services Updated 1/3/23	Start Date	Completed Date	Touch Points	Assigned
*Not all-inclusive of every detail. We are proposing a draft timeline, but it is our intent to sit down with the City to mutually agree upon dates, as we are using best estimates right now. We typically provide a draft and very early after signing an agreement we sit down with the City to walk through it and make sure we are aligned on dates or changes needed.				
Denotes a milestone.				
Project	Start Date	Completed Date	Touch Points	Assigned
EV Vehicle - Pilot Program with Xcel Energy				
EV Mobile Battery Charging Single Charging Station Installed	12/2022 (exp.)	Q1-Q2 2023	Single	HQ EV Team Republic Services
EV Truck Arrives	Q3 2023	N/A	Single	HQ EV Team Republic Services / Kevin O'Reilly Fleet Maintenance Shop
EV Truck Show & Tell with Partners (Invite Event)	Q3/Q4 2023	Ongoing Educational Events	Multiple	HQ Republic Services Marketing, Holli McElwee and Partner with City on Invites Elected Officials/Staff
EV Truck to Begin Route in Fort Collins	Q3/Q4 2023	Ongoing	Single	Kevin O'Reilly Fleet Maintenance and Austin Self Operations Manager
RNG Trucks (ASL)				
RNG Infrastructure Construction Begins/Concludes	Q1 2023	Q2/Q3 2024	Multiple	HQ EV Team Republic Services / Kevin O'Reilly Fleet Maintenance Shop
RNG Truck Order Placed	Q1/Q2 2023	Q1/Q2 2024	Multiple	HQ EV Team Republic Services / Kevin O'Reilly Fleet Maintenance Shop
RNG Trucks Arrive	Q3 2024	Q3 2024	Multiple	HQ EV Team Republic Services / Kevin O'Reilly Fleet Maintenance Shop
Single-Hauler Communications				
Monthly Coordination Meetings with City Representative	3/20/2023	9/29/2029	Monthly	Holli McElwee; Austin Self; Tony Jimenz(Other Dept. Managers, As Necessary)
Press Release 1	3/21/2023	3/22/2023	Single	Subject: Single Hauler Contract with Republic Services Adopted; City of Fort Collins (RS Requests Ability to Review); Approved by City Staff
Cart Set-Out Times and Locations	5/1/2024	9/14/2024	Multiple & Series Out	HQ Marketing and Holli McElwee; Approved by City Staff
Develop Public Notifications to Customers	6/1/2023	9/14/2024	Multiple & Series Out	HQ Marketing and Holli McElwee; Approved by City Staff
Directions: Changing Service, Managing Solid Waste Overflow	6/1/2024	12/30/2024 (Ongoing)	Multiple & Series Out	HQ Marketing and Holli McElwee; Approved by City Staff
Press Release 2	3/1/2024	3/15/2024	Single	Subject: Ordering Carts; City of Fort Collins (RS Requests Ability to Review); Approved by City Staff
Create Letter, Postcard, Website Landing Page - Multiple Touch Pts.	11/1/2023	12/1/2024	Multiple & Series Out	HQ Marketing and Holli McElwee; Approved by City Staff
Distribute Public Notifications to Customers	1/1/2024	2/1/2024	Multiple & Series Out	HQ Marketing and Holli McElwee; Approved by City Staff
Facilitate and Manage Customer Cart Size Collection Communications and Ordering	11/1/2023	3/31/2024	Series Out	HQ Marketing, Digital, Holli McElwee, CS, Billing & Ops; Approved by City Staff
Press Release 3	5/1/2024	5/16/2024	Single	Subject: Ordering Carts Reminder City of Fort Collins (RS Requests Ability to Review); Approved by City Staff
Produce Service Tags (Oops, Contamination, Blocked Carts)	6/1/2024	8/1/2024 (Ready 9/30/24)	Multiple & Series Out	HQ Marketing and Holli McElwee; Approved by City Staff
Annual Collection Calendar	6/1/2024	8/7/2024	Multiple & Series Out	HQ Marketing and Holli McElwee; Approved by City Staff
Press Release 4	6/1/2024	8/15/2024	Single	Subject: Program Roll-Out & Collection Service - City of Fort Collins (RS Requests Ability to Review); Approved by City Staff
Develop and Mail the Yard Waste Recycling Guide	6/1/2024	9/1/2024 (& YOY: New Starts)	Mailed & Digital	HQ Marketing and Holli McElwee; Approved by City Staff
Recycle Guide	6/1/2024	9/1/2024 (& YOY: New Starts)	Mailed & Digital	HQ Marketing and Holli McElwee; Approved by City Staff
City of Fort Collins E-Newsletter	6/1/2024	8/30/2024	Multiple	City of Fort Collins (RS Requests Ability to Review); Approved by City Staff
Annual Communications - English/Spanish - Using the App	6/1/2024	9/30/2024 (& YOY)	Multiple & Series Out	HQ Marketing and Holli McElwee; Approved by City Staff
Service Levels & Rates	6/1/2024	9/30/2024	Multiple & Series Out	HQ Marketing and Holli McElwee; Approved by City Staff
New Customer Start Service Electronic Packet	6/1/2024	9/30/2024	Multiple & Series Out	HQ Marketing and Holli McElwee; Approved by City Staff
Cart Hanger Postcard for Cart Deployment/New Carts Delivered	6/1/2024	10/4/2024	Placed on New Carts	HQ Marketing, Holli McElwee & Schaefer; Approved by City Staff
Change of Service Levels	6/1/2024	12/30/2024	Multiple & Series Out	Holli McElwee Creative; CS Containers; Approved by City Staff
Service Addresses and Orders				
Meet with City of Fort Collins Environmental Services Representative	By 3/30/2023	Possible Weekly Touch Pts. TBD	TBD	Republic's GM, Austin Self, Holli McElwee, Catherine Morrow and Area Representative
Fort Collins staff answers questions while Republic drafts a Complete Residential Address List ***Per RFP Interview Discussion	3/31/2023	8/30/2023 (Ongoing w' Moves/Bulk)	Have to Determine	City Staff & Republic Services Representatives
Meet with other haulers to determine if they want their carts collected along with Republic carts	6/1/2024	9/30/2024	TBD	TBD
Cross Reference the List With Republic's Existing Customer List	8/30/2023	9/30/2023	Have to Determine	Republic Services Operations (Austin Self), Routing Manager and Area Team
Color Details, Hot Stamp, Artwork, City Phone #, Stream, Cart Sizes All Due	2/1/2024	2/1/2024	Single	Holli McElwee, Austin Self, Stephen Walker, HQ Marketing, City Representative and All Approved by City Representative
Set-up All Routing for 45,500 (+-) Customers (Will Coordinate with the City on Exacts)	3/1/2024	6/30/2024	Series	Republic Services Operations (Austin Self), Routing Manager and Area Team
Conduct All Billing Set-Up	3/1/2024	9/20/2024	Series Out	HQ Billing/Franchise Specialists, Catherine Morrow, Kathy Sommermeyer
Cart PO Placement and Order Finalization	4/1/2024	4/1/2024	Bulk Order #1	Stephen Walker and Josh Jones
Carts arrive	6/1/2024	7/1/2024		
***Place 2nd Cart Order; Only if Needed; Stragler Order (Move-ins/outs, Late Orders, HOAs or Residents or Late Adopters)	5/1/2024	6/15/2024	If Needed	Stephen Walker, Operations Manager and Josh Jones, Shop Supervisor
Develop and Distribute a Collection Calendar to All Customers	9/1/2024	9/7/2024	Series Out YOY	HQ Marketing and Holli McElwee; Approved by City Staff
Issue OOPS Tags	9/30/2024	(Ongoing & As Need Per HH)	Series Out	Drivers on Route; Approved by City Staff
Hiring and Training Class B CDL Drivers				
Post job openings for Class B CDL drivers. Target the Northern Colorado / Southern Wyoming regions. Determine if out-of-area geo targeting needs to occur as we work through the recruitment process.	6/1/2023	9/30/2024 (Ongoing)	Series Out	Maria Placencio and Republic Service's Recruiter
Begin interviewing. Note: Some interviews will take place sooner or later than this date, just depending on the candidate pool.	11/1/2023	9/30/2024 (Ongoing)	Series Out	Maria Placencio, HR Manager, and Republic Service's Recruiter
Begin background checks and drug testing. Note: Some interviews will take place sooner or later than this date, just depending on the candidate pool.	12/1/2023	9/30/2024 (Ongoing)	Series Out	Republic Service's Recruiter and Outside Agency
Hire, new hire orientation and train (18+ days for training/driver).	2/1/2024	8/1/2024 (Ongoing)	Series Out	Karisa Sommermeyer, Ops Clerk (New Hire Orientation), Shadow Other Departments, Operations Supervisor (Driver Training)

Project	Start Date	Completed Date	Touch Points	Assigned
Drivers are route ready. Until service officially begins 9/30/24, we will utilize this pool of drivers in other lines of business, on yard waste routes and as SOS relief drivers for other BUs.	2/19/2024	8/20/2024 (Ongoing)	Series Out	Austin Self and Tony Jimenez
Post for Collection Helpers, if needed	3/1/2024	As Needed	Series Out	Maria Placencio, HR Manager, and Republic Service's Recruiter
City-wide contract collection services begin.	9/30/2024	9/29/2024 (5-Year)	Series Out	All Resi Fort Collins Crew(s)
Continued driver safety training and daily huddles/crew-outs.	9/30/2024	Ongoing	Series Out	Austin Self, Tony Jimenez, Stephen Walker, and Special Visits by Area on Occasion
Keep the Class B CDL job posting opened and candidate pool steady, as there is bound to be natural ebbs and flows with the workforce.	9/30/2024	Ongoing	Series Out	Maria Placencio, HR Manager, and Republic Service's Recruiter
Hiring and Training Customer Service Representatives (Republic's CRC)				
Begin recruiting for 20 CRC agents.	9/30/2023	11/30/2023	Series Out Depending on	Republic's Recruiter and CRC Manager
Begin interviewing.	12/1/2023	1/15/2024	Series Out Depending on	Republic's Recruiter and CRC Manager
Begin making offers, background check, drug testing/screening.	1/15/2024	2/15/2024	Series Out Depending on	Republic's Recruiter and CRC Manager
Begin new hire orientation, training, onboarding, taking calls, expecting 20 agents by the "Completed Date".	2/15/2024 (Ongoing)	8/15/2024 (Ongoing)	Series Out Depending on	Republic's Recruiter and CRC Manager
Cart Pickup and New Cart Deployment - Cart Deployment Can Be Scaled Up or Down				
Republic Secure the Rental of Two Yards, One for New Carts and Other for Legacy Carts	7/1/2024	10/31/2024		Republic's GM
Pick Up Legacy Carts; Deliver New Cart Roll-Out Assemble & Deliver New Carts to All Residential Units	8/26/2024	9/20/2024	Routed Out; Series	Schaefer Representative & A&D Team
Clean-up From New Cart Roll-Out (Any Missed Residents/Changes); Some Overlapping of Above New Cart Roll-Out	9/20/2024	10/24/2024	As Needed	Schaefer Representative & A&D Team
First Day of Monday Collection Services (MSW, REC, YW, BULK)	9/30/2024	Ongoing	Weekly & EOW	All Departments: Ops, Billing, CS, Muni, Fleet, etc.
After the initial roll-out of Carts, Republic's Delivery Department would Deliver New Carts, Switch-Outs, etc.	10/5/2024	9/29/2029	Daily; As Needed	Republic's Operations Delivery Department

Item 7.

**REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES –
2/27/2023 SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE
PARTIES**

Attachment 4

Vehicle Details

Collection Vehicle Chart								
Unit #	Year	Make	Model	Body	Est. Replacemer	Includes Aftertreatment	Age	Fuel
Updated 1/31/23								
Residential Front Load				12				
2201	2021	Mack	LR64	McNeilus	2031	Yes		1 Diesel
2202	2021	Mack	LR64	McNeilus	2031	Yes		1 Diesel
2203	2021	Mack	LR64	McNeilus	2031	Yes		1 Diesel
2204	2021	Mack	LR64	McNeilus	2031	Yes		1 Diesel
2205	2020	Mack	LR64	McNeilus	2030	Yes		2 Diesel
2206	2020	Mack	LR64R DSL	McNeilus	2030	Yes		2 Diesel
2207	2018	Peterbilt	520	McNeilus	2028	Yes		4 Diesel
2208	2018	Peterbilt	520	McNeilus	2028	Yes		4 Diesel
2209	2018	Peterbilt	520	McNeilus	2028	Yes		4 Diesel
2210	2018	Mack	LR613	McNeilus	2028	Yes		4 Diesel
1214	2021	Mack	LR64	Heil	2031	Yes		1 Diesel
1215	2021	Mack	LR64	Heil	2031	Yes		1 Diesel
							Avg Age	2.2
Rear Load				2				
2080	2021	Peterbilt	520	McNeilus	2031	Yes		1 Diesel
2081	2021	Peterbilt	520	McNeilus	2031	Yes		1 Diesel
							Avg. Age	1

This spreadsheet includes information about existing diesel collection vehicles that will provide Collection Service. Additional vehicles will be purchased. All new vehicles will be CNG-fueled vehicles.

EXHIBIT D

Item 7.

**REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES –
2/27/2023 SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE
PARTIES**

EXHIBIT B

PRICING

Fort Collins Residential Solid Waste Collection Services Price Sheet

Note: Contractor may not charge any fees beyond those listed in this pricing sheet

Collection Service Price Options

	Service Scenario	XS Service Price \$ / month / Customer	Small Cart Service Price \$ / month / Customer	Medium Cart Service Price \$ / month / Customer	Large Cart Service Price \$ / month / Customer	XL Cart Service Price \$ / month / Customer
1	Solid Waste collection, weekly Recyclable Materials collection, Yard Trimmings collection and Bulky Items collection (Requires Solid Waste go to Larimer County Landfill)	\$10.75	\$19.00	\$38.25	\$57.50	\$115.25
2	Solid Waste collection, weekly Recyclable Materials collection, Yard Trimmings collection and Bulky Items collection (Contractor may take Solid Waste to approved landfill of their choice)	\$9.75	\$17.75	\$35.75	\$53.75	\$107.75

*These service rates have been reduced by \$0.25/mo to account for The Recycling Partnership grant funding.
City Administrative Fee will be charged monthly in addition to the above pricing.*

Additional Fees / Services

Yard Trimmings	\$ / Customer / month
Decrease in Customer bill if Customer declines Optional Yard Trimmings Service (Price decrease does not apply to XS cart customers)	\$5.00

Overflow trash or recycling fee	\$ / 32 gallon equivalent
Fee charged to Customers with overflow trash or recycling	\$4.00

Additional cart delivery fee	\$ / delivery instance
Delivery / exchange fee for cart delivery / exchange / repair needs beyond two instances per year	\$35.00

City administrative fee	\$ / month
Fee charged to Customers and Opt-Out Customers	\$1.35

The City Administration Fee is set by the City Manager and shall not exceed \$1.35

Bulky Items Collection	
No Additional Fee Bulky Items	\$ / item
\$ per "No Additional Fee" Bulky Item (when customer request more than 2 Bulky Item collections per calendar year)	\$40.00
"Additional Fee" Bulky Items	\$ / item
Non-CFC containing appliances	\$50.00
Sofas, chairs, furniture (less than 60 lbs.)	\$40.00
Mattresses & box springs	\$40.00
Large or overweight items (above 60 lbs.)	Call for pricing

Dumpster Service		
Dumpster size and type	Service Frequency	\$ / month for service
2 cubic yard Solid Waste + 2 cubic yard Recyclable Materials	Weekly	\$110.50
3 cubic yard Solid Waste + 2 cubic yard Recyclable Materials	Weekly	\$183.50
4 cubic yard Solid Waste + 2 cubic yard Recyclable Materials	Weekly	\$200.00
6 cubic yard Solid Waste + 3 cubic yard Recyclable Materials	Weekly	\$330.00

City Administrative Fee will be charged monthly in addition to the above pricing.

**REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES – 2/27/2023
SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE PARTIES**

EXHIBIT C

INSURANCE

Without limiting any of the Contractor's obligations hereunder, the Contractor shall provide and maintain insurance coverage naming the City as an additional insured under this Agreement, via blanket-form endorsement, as applicable of the type and with the limits specified herein. Prior to the Effective Date of the Agreement, the Contractor, or its authorized representative, shall deliver to the City's Purchasing Director, purchasing@fcgov.com or P.O. Box 580, Fort Collins, Colorado 80522, one copy of a certificate evidencing the insurance coverage required from an insurance company rated A-VIII or higher by A.M. best Company and approved in Colorado.

In case of the breach of any provision of the Insurance Requirements, the City, at its option, may take out and maintain, at the expense of the Contractor, such insurance as the City may deem proper and charge-back the cost of such insurance.

Insurance certificates should show the certificate holder as follows:

City of Fort Collins
Purchasing Division
PO Box 580
Fort Collins, CO 80522

The City, its officers, agents and employees shall be named as additional insureds on the Contractor's general liability and automobile liability insurance policies **by marking the appropriate box or adding a statement to this effect on the certificate**, for any claims arising out of work performed under this Agreement.

Insurance coverages shall be as follows:

- A. Workers' Compensation & Employer's Liability. The Contractor shall maintain the following coverage for the Agreement Term for all of the Contractor's employees engaged in work performed under this Agreement. Workers' Compensation & Employer's Liability insurance shall conform with statutory limits of \$100,000 per accident, \$500,000 disease aggregate, and \$100,000 disease for each employee, or as required by Colorado law.
- B. General Liability. The Contractor shall maintain for the duration of the Agreement Term such General Liability as will provide coverage for damage claims of personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a "broad form" basis. The amount of insurance for General Liability shall not be less than Two Million Dollars (\$2,000,000) each occurrence and Four Million Dollars (\$4,000,000) aggregate.
- C. Automobile Liability. The Contractor shall maintain for the Agreement Term such Automobile Liability insurance as will provide coverage for damage claims of personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a "broad form" basis. The amount of insurance for Automobile Liability shall not be less than One Million Dollars (\$1,000,000) combined single limits for bodily injury and property damage.

In the event any work is performed by a subcontractor, the Contractor shall be responsible for any liability directly or indirectly arising out of the work performed under this Agreement by a subcontractor, which liability is not covered by the subcontractor's insurance.

**REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES – 2/27/2023
SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE PARTIES**

EXHIBIT D

CONFIDENTIALITY

IN CONNECTION WITH SERVICES provided to the City pursuant to this Agreement, the Contractor hereby acknowledges that it has been informed that the City has established policies and procedures with regard to the handling of confidential information and other sensitive materials.

In consideration of access to certain information, data and material (hereinafter individually and collectively, regardless of nature, referred to as “information”) that are the property of and/or relate to the City or its employees, customers or suppliers, which access is related to the performance of services under this Agreement, the Contractor hereby acknowledges and agrees as follows:

That information that has or will come into its possession or knowledge in connection with the performance of services for the City may be confidential and/or proprietary. The Contractor agrees to treat as confidential (a) all information that is owned by the City, or that relates to the business of the City, or that is used by the City in carrying on business, and (b) all information that is proprietary to a third party (including but not limited to customers and suppliers of the City). The Contractor shall not disclose any such information to any person not having a legitimate need-to-know for purposes authorized by the City. Further, the Contractor shall not use such information to obtain any economic or other benefit for itself, or any third party, except as specifically authorized by the City.

As part of the Services provided to the City under this Agreement, the Contractor will maintain, store or process personal identifying information, as defined in C.R.S. § 24-73-101, of Customers and Service Opt-Out Customers. Pursuant to C.R.S. § 24-73-102, Contractor shall maintain confidentiality of this information and implement and maintain reasonable security procedures and practices that are: appropriate to the nature of the personal identifying information disclosed to the Contractor in furtherance of this Agreement; and reasonably designed to help protect the personal identifying information from unauthorized access, use, modification, disclosure, or destruction. If the Contractor becomes aware of any unauthorized release of personal identifying information, it shall notify the City immediately and cooperate with the City regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the City. After any such release, Contractor shall take steps to reduce the risk of incurring a similar type of release in the future as directed by the City, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the City at no additional cost to the City. In addition to any other remedies available to City under law or equity, Contractor will promptly reimburse City in full for all costs incurred by City relating to any such release.

The foregoing to the contrary notwithstanding, the Contractor understands that it shall have no obligation under this Agreement with respect to information and material that (a) becomes generally known to the public by publication or some means other than a breach of duty of this Agreement, or (b) is required by law, regulation or court order to be disclosed, provided that the request for such disclosure is proper and the disclosure does not exceed that which is required. In the event of any disclosure under (b) above, the Contractor shall furnish a copy of this Agreement to anyone to whom it is required to make such disclosure and shall promptly advise the City in writing of each such disclosure.

**REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES – 2/27/2023
SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE PARTIES**

In the event that the Contractor ceases to perform services for the City, or the City so requests for any reason, the Contractor shall promptly return to the City any and all information described hereinabove, including all copies, notes and/or summaries (handwritten or mechanically produced) thereof, in its possession or control or as to which it otherwise has access.

The Contractor understands and agrees that the City’s remedies at law for a breach of the Contractor’s obligations under this Confidentiality Agreement may be inadequate and that the City shall, in the event of any such breach, be entitled to seek equitable relief (including without limitation preliminary and permanent injunctive relief and specific performance) in addition to all other remedies provided hereunder or available at law.

ORDINANCE NO. 056, 2023
OF THE COUNCIL OF THE CITY OF FORT COLLINS
REPEALING ORDINANCE NO. 029, 2023, AND APPROPRIATING PRIOR YEAR
RESERVES FOR START-UP COSTS TO CREATE A
CONTRACTED RESIDENTIAL WASTE COLLECTION PROGRAM

WHEREAS, the Council of the City of Fort Collins seeks to establish a City Residential Waste Collection Program (“Program”); and

WHEREAS, to establish the Program, the City Council, simultaneously with the adoption of this Ordinance, is adopting Ordinance No. 054, 2023, to amend the City Code to authorize the Program, and Ordinance No. 055, 2023, to approve an agreement with a waste collector to provide solid waste, recyclable materials, yard trimmings and bulky items collection services (the “services”) to certain residences and other locations within the City; and

WHEREAS, customers of the Program will pay the contracted waste collector the applicable rates for the services and an administrative fee to be remitted to the City to pay for the City’s administrative costs to manage the Program; and

WHEREAS, the services will commence September 30, 2024; and

WHEREAS, the City seeks to start administrative work prior to the commencement of the services using prior year reserves in the General Fund, which will be paid back using the administrative fee collected from customers of the Program; and

WHEREAS, this appropriation benefits the public health, safety and welfare of the residents of Fort Collins and serves the public purpose of facilitating the administration of a program to improve waste collection in the City; and

WHEREAS, 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 such funds for expenditure as may be available from reserves accumulated in prior years, notwithstanding that such reserves were not previously appropriated; and

WHEREAS, 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; and

WHEREAS, the Council adopted Ordinance No. 029, 2023 (“Ordinance No. 029”) to make this appropriation, but Ordinance No. 029 was not published after adoption as required by the City Charter; and

WHEREAS, it is necessary that the Council repeal Ordinance No. 029 and adopt this Ordinance to make the appropriation effective; and

WHEREAS, the City has taken no action under Ordinance No. 029.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That there is hereby appropriated from prior year reserves in the General Fund the sum of ONE HUNDRED SEVEN THOUSAND TWO HUNDRED FIFTY-ONE DOLLARS (\$107,251) to be expended in the General Fund for Start-up Costs to Create a Contracted Residential Waste and Recycling Collection Program.

Section 3. Ordinance No. 029, 2023, is hereby repealed.

Introduced, considered favorably on first reading and ordered published this 4th day of April, 2023, and to be presented for final passage on the 18th day of April, 2023.

Mayor

ATTEST:

City Clerk

Passed and adopted on final reading this 18th day of April, 2023.

Mayor

ATTEST:

City Clerk

ORDINANCE NO. 057, 2023
OF THE CITY OF FORT COLLINS, COLORADO
REPEALING ORDINANCE NO. 30, 2023, AND ADOPTING THE
NORTH COLLEGE MAX BRT PLAN AS A COMPONENT OF CITY PLAN

WHEREAS, the development of Bus Rapid Transit on North College Avenue was identified as a goal in the 2019 Transit Master Plan and has been requested by the North College Avenue area businesses and the residential community for many years; and

WHEREAS, the North College MAX BRT Plan provides recommendations for Bus Rapid Transit, local transit routes, bicycle and pedestrian facilities, future development, and affordability; and

WHEREAS, the North College MAX BRT Plan was developed after extensive public outreach, discussion and consideration of community needs and priorities and is the result of approximately eighteen months of community engagement, information analysis, and concept refinement; and

WHEREAS, Our Climate Future sets a goal of 80% reduction in greenhouse gas emissions by 2030 and identifies expansion of public transit and bicycle facilities as “big moves” needed to achieve these goals; and

WHEREAS, Routes 8 and 81, which serve the North College Avenue corridor, are the fastest growing bus transportation routes in the Transfort system; and

WHEREAS, the North College MAX BRT Plan’s expansion of transit services to North College is consistent with the City’s climate and equity goals; and

WHEREAS, the North College MAX BRT Plan has been the subject of extensive public outreach and stakeholder presentations and have received the favorable recommendations of the Planning and Zoning Commission and the Transportation Board; and

WHEREAS, the purpose of the North College MAX BRT Plan is to guide transportation infrastructure improvements and new development, to plan and provide steps for implementation for increased transit investment, to build upon City-wide efforts to preserve affordability for residents and local businesses, and to contribute to other efforts in the North College Avenue area to help strengthen its unique local character and sense of place; and

WHEREAS, the City Council adopted Ordinance No. 30, 2023 (“Ordinance No. 30”) to adopt the North College MAX BRT Plan as a component of the City Plan, but Ordinance No. 30 was not published after adoption as required by the City Charter; and

WHEREAS, it is necessary that the City Council repeal Ordinance No. 30 and adopt this Ordinance to adopt the North College MAX BRT Plan as a component of the City Plan; and

WHEREAS, the City Council has determined that it is in the best interests of the residents of the City of Fort Collins to adopt formally the North College MAX BRT Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That the City Council hereby adopts the North College MAX BRT Plan attached hereto as Exhibit "A" as a component of City Plan, the City's comprehensive plan.

Section 3. Ordinance No. 030, 2023, is hereby repealed.

Introduced, considered favorably on first reading, and ordered published this 4th day of April, 2023, and to be presented for final passage on the 18th day of April, 2023.

Mayor

ATTEST:

City Clerk

Passed and adopted on final reading on the 18th day of April, 2023.

Mayor

ATTEST:

City Clerk

North College MAX BRT

Final Plan Report



February
2023

PREPARED FOR



CONSULTANT TEAM



INSTITUTE
FOR THE BUILT



Table of Contents

SECTION A

EXECUTIVE SUMMARY I

SECTION 05

URBAN DESIGN & LAND USE 39

SECTION 01

INTRODUCTION 01

SECTION 06

STRATEGIES FOR PRESERVING & INCREASING AFFORDABILITY 53

SECTION 02

VISION, PURPOSE, & NEED 09

SECTION 07

SUMMARY OF RECOMMENDATIONS & TRACKING PERFORMANCE 61

SECTION 03

PLAN DEVELOPMENT 13

APPENDICES

APPENDIX A:
Public Engagement Summaries

APPENDIX B:
Existing Conditions Report

APPENDIX C:
Alternatives Analysis Report

APPENDIX D:
North College Roadway Design Cutsheets

APPENDIX E:
Conceptual Estimate of Project Cost for North College Reconstruction

SECTION 04

TRANSPORTATION PLAN RECOMMENDATIONS 19

Executive Summary

: The North College MAX Bus Rapid Transit (BRT) Plan makes
 : recommendations for the future of transportation and land use
 : on North College Avenue, from approximately Willow Street
 : to Terry Lake Road. MAX BRT on North College Avenue is an
 : important project to emerge from the city’s Transit Master Plan
 : and is consistent with City Council Priorities and Strategic Plan
 : objectives, Our Climate Future, and the city’s equity goals.

: **The future vision for the corridor is that it will:**



Be a **gateway** into the City of Fort Collins.



Include a **safe, comfortable, and convenient** transportation network for people taking transit, using active modes, and driving.



Stay **affordable** for residents and local businesses.



Grow in a way that **protects the natural environment and the local community.**



Provide ample **services, places to live, employment opportunities, and spaces for recreation.**



Display its own unique local character.

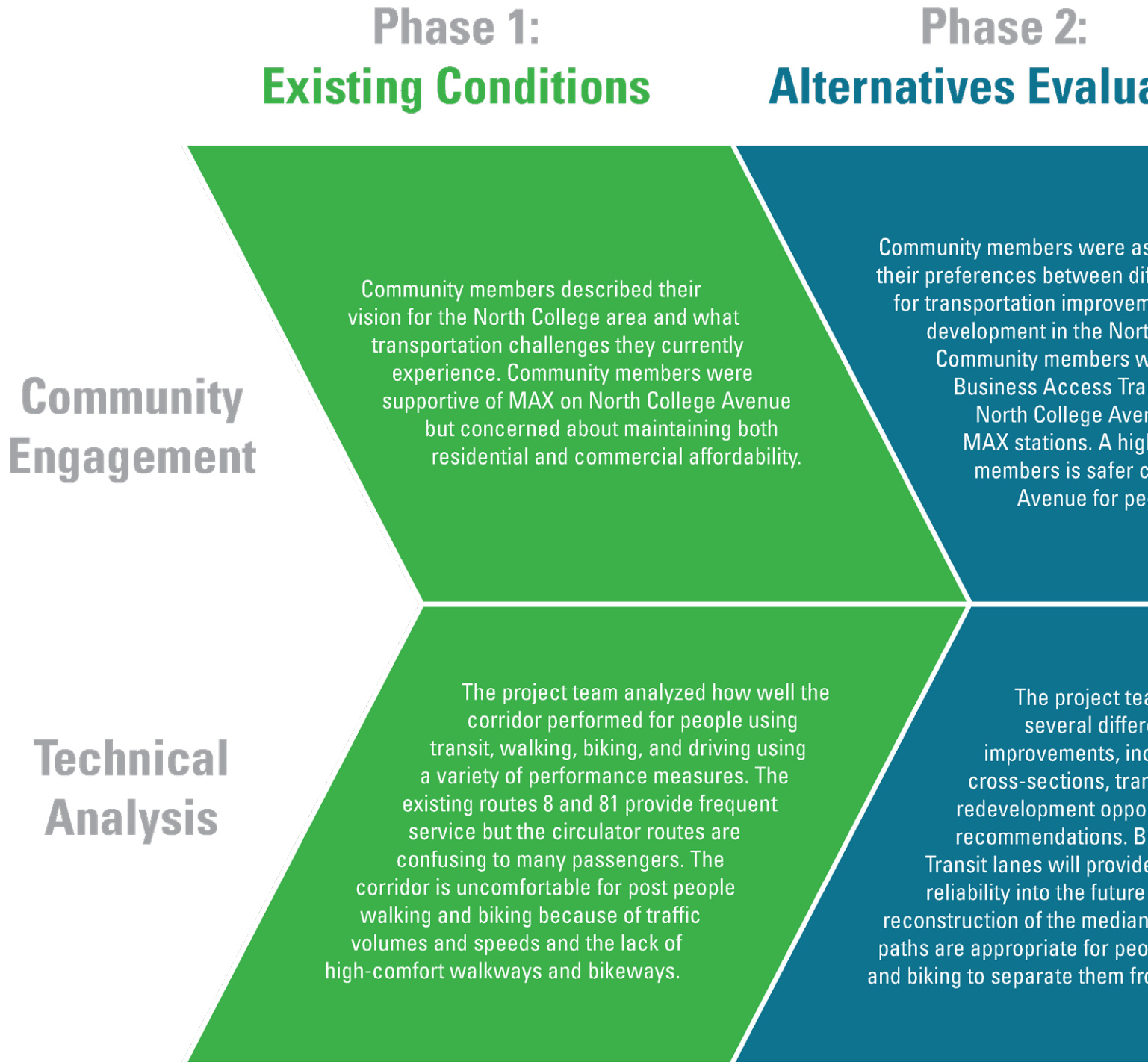


The project's three phases of community engagement each involved 300-500 individuals to shape this plan. Additionally, the project team completed a robust technical process including existing conditions analysis, alternatives evaluation, and final recommendations. This plan's recommendations are supported both technically and by the community because of this process.

The key elements of MAX BRT on North College Avenue are BRT service with Business Access Transit (BAT) lanes, MAX stops and stations, and shared use paths for people walking and biking. Transit Oriented Development (TOD) urban design and land use strategies will increase the area's population and employment. Lastly, a host of strategies will help preserve and increase affordability in the North College area as the area grows. Transportation and land use change in the area will happen over time. The plan's most significant cost, the construction of BRT on North College Avenue, is estimated to cost \$22 million in 2022 dollars.

The plan development process included robust community involvement and technical analyses, both of which occurred across three phases.

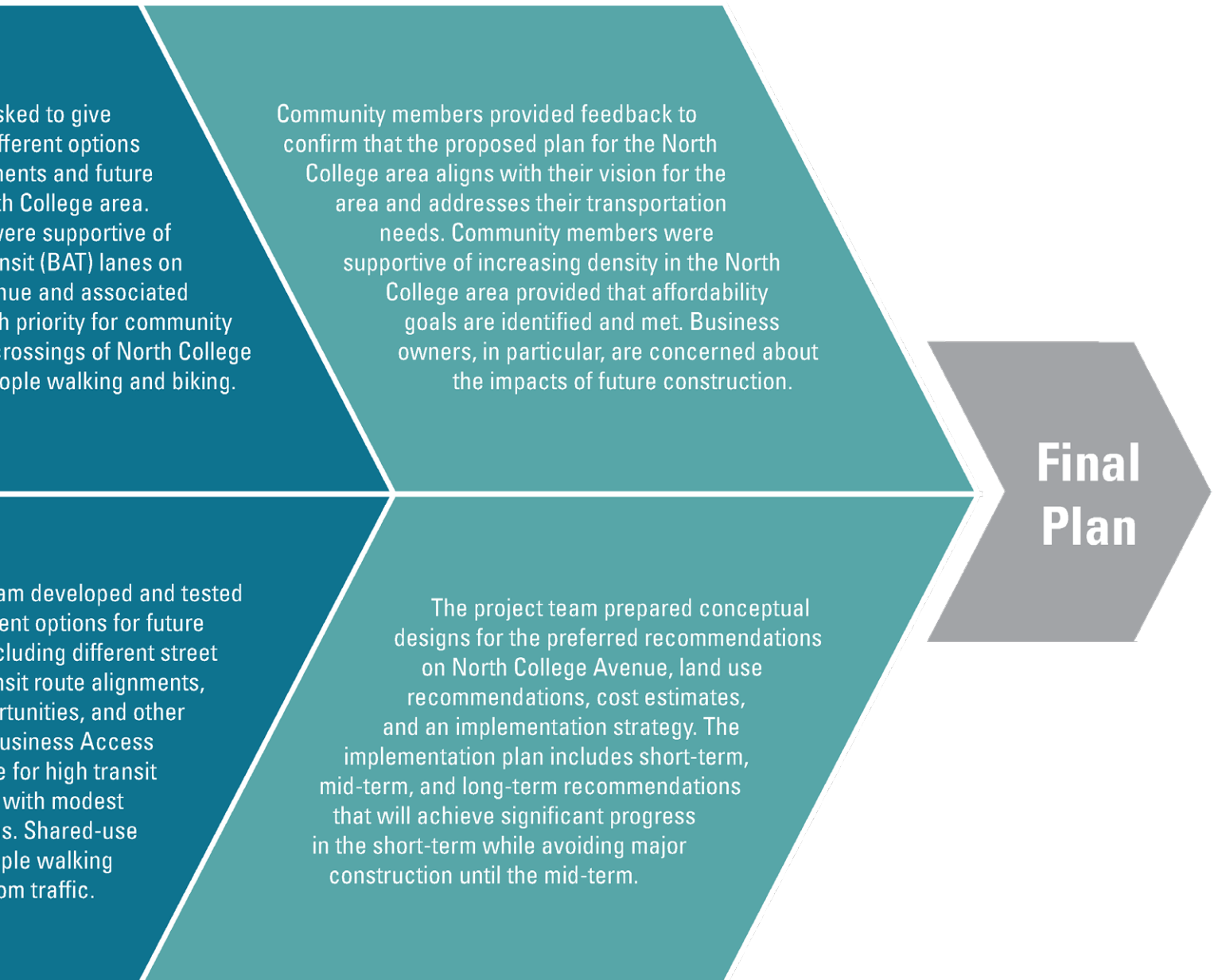
Figure 1: Plan Development Process



Phase 3:

Final Recommendations

ation



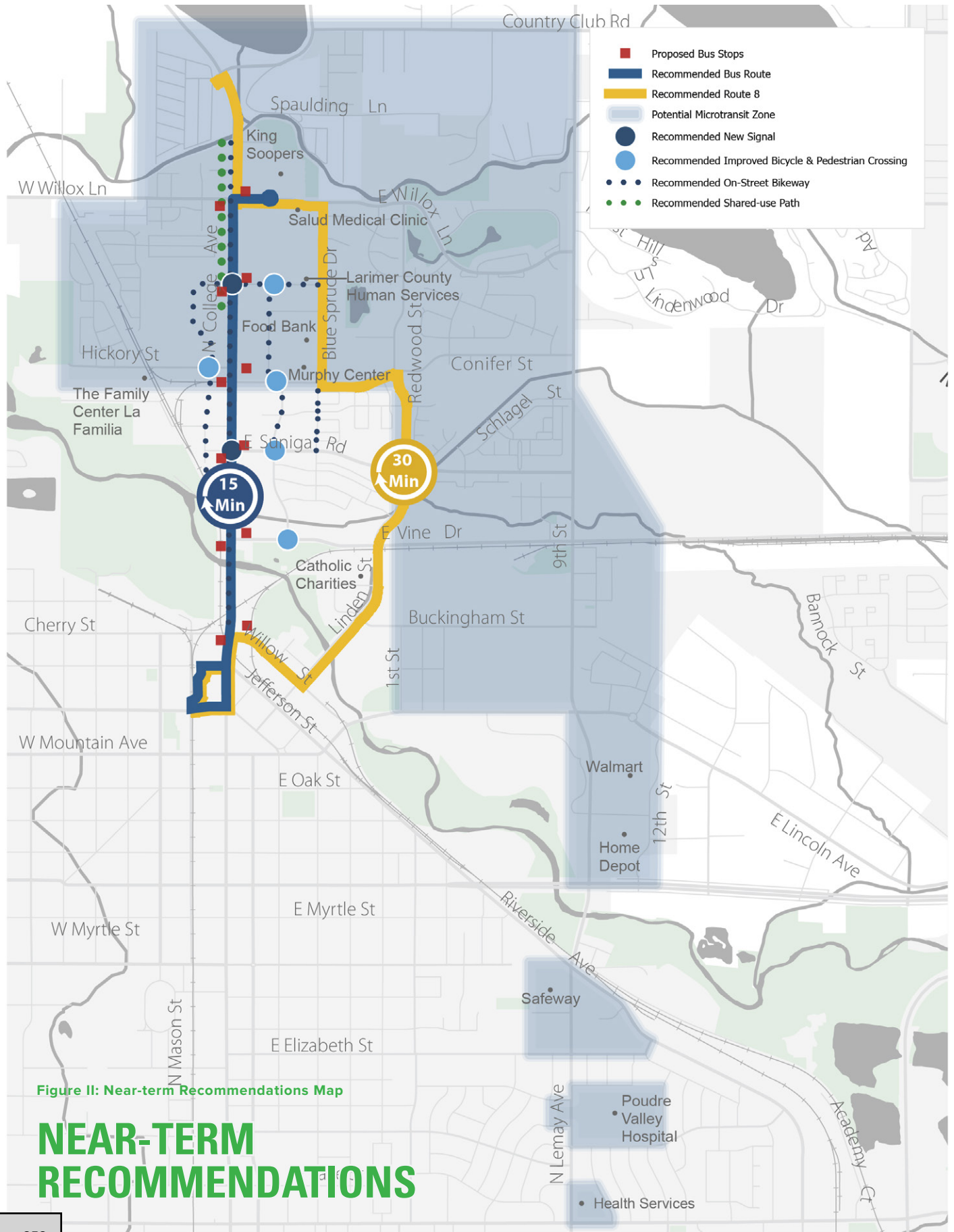


Figure II: Near-term Recommendations Map

NEAR-TERM RECOMMENDATIONS

Table I: Near-term Recommendations Summary

Near-term Plan Recommendations Summary

Near-term investments will cost approximately \$3 million in capital costs and \$750,000 per year in operating costs for microtransit service.

- Create a new high frequency bus route on North College Avenue in the existing general purpose travel lanes at 15-minute frequency
- Consolidate existing local bus stops on North College Avenue at signalized intersections
- Realign route 8 to serve Blue Spruce Drive, Redwood Street, and Linden Street at 30-minute frequency
- Implement a micro-transit zone in the North College area to serve places not well-served by fixed-route transit
- Construct access infrastructure for people walking and biking, including segments of shared use path north of Hibdon Court, new signals on North College Avenue, interim protected bike lanes on North College Avenue, and improved bikeways, walkways, and crossings along streets parallel and connecting to North College Avenue
- As development and redevelopment occur, construct access infrastructure for people walking and biking along Mason Street and Red Cedar Circle
- Adopt amendments to the Mason Street realignment identified in the Master Streets Plan
- Implement Transit Oriented Development (TOD) strategies including a TOD overlay; change setback and height standards; establish connectivity, outdoor space, and dominant block face requirements; adjust Architectural Standards; and create incentives to preserve existing commercial buildings
- Implement strategies to preserve and increase affordability, including applying the Urban Renewal Authority's tools, requiring considerable public benefits from metro districts, rezoning the North College Mobile Home Park, leveraging the city's land bank, and establishing an affordable housing goal for the area

Figure III: Interim Protected Bike Lane Cross-section

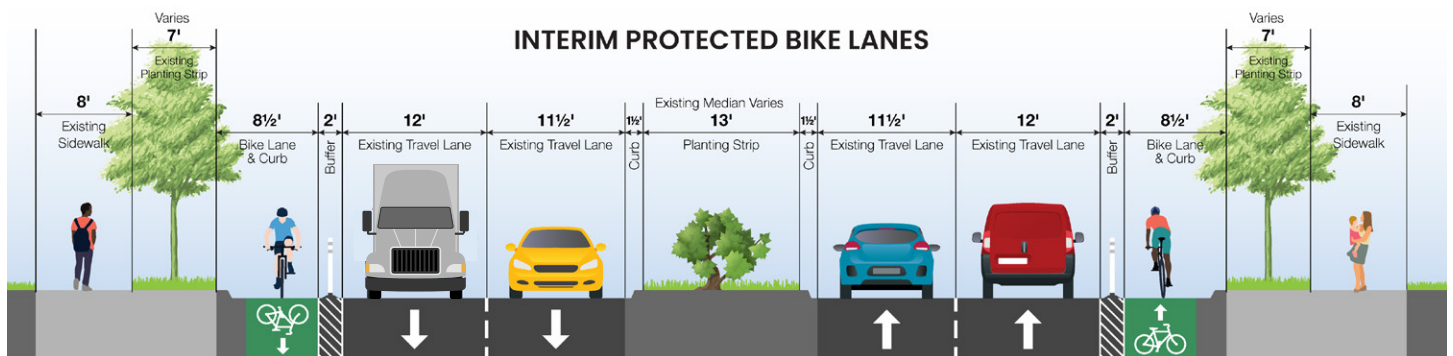




Figure IV: Mid-term Recommendations Map

MID-TERM RECOMMENDATIONS

Table II: Mid-term Recommendations Summary

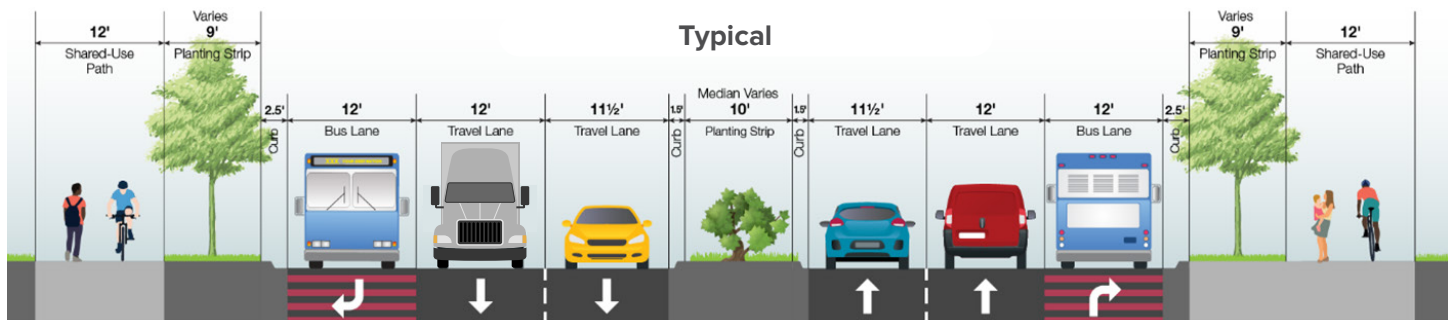
Mid-term Plan Recommendations Summary

Mid-term transit investments will cost approximately \$22 million. Multiple conditions could create the conditions for the mid-term transit investments. The purposes for a phased approach with conditions are to effectively allocate scarce city resources and to postpone construction impacts to property owners who endured construction just seven years ago.

Conditions are: corridor ridership approaches 1,000 boardings per day; intersection approaches (e.g., northbound approach, southbound approach) on North College Avenue experience level of service F conditions; corridor population and employment approximately doubles from current levels, or major rehabilitation maintenance of the corridor creates an opportunity to “one-build” the project.

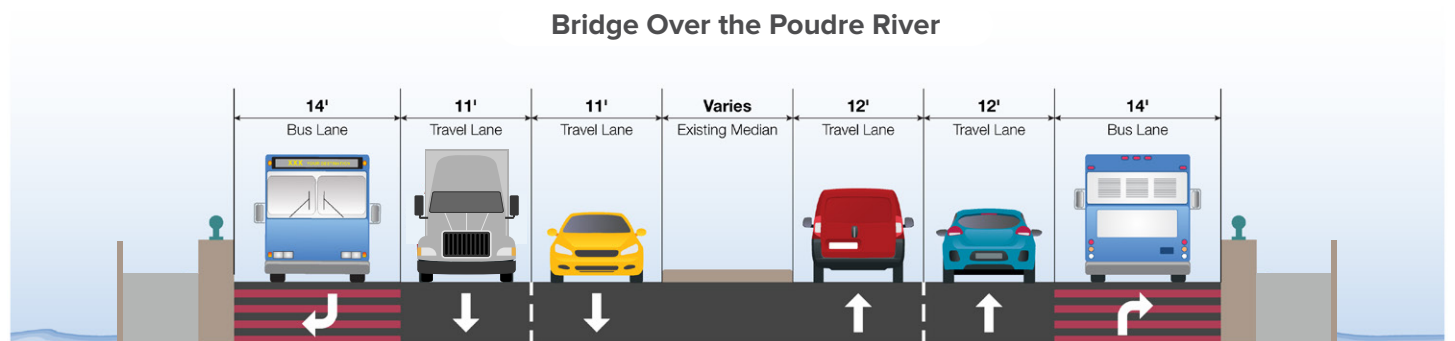
- Construct Business Access Transit (BAT) lanes, MAX stations with mobility hubs, and complete shared-use paths on North College Avenue
- Acquire property for and construct a bus turn-around north of Terry Lake Road
- Increase bus frequency (15-minutes on North College Avenue and 15-minutes on Route 8) and service hours
- Create a mobility hub near the Willox Lane roundabout in conjunction with redevelopment of the former Albertson’s
- Construct medians south of Conifer Street
- Provide regional stormwater detention
- New regional transit to Wellington

Figure V: Typical North College Avenue BAT Lane Cross-section



*At signalized intersections, turn lanes will replace the median.

Figure VI: North College Avenue Cross-section at Poudre River Bridge



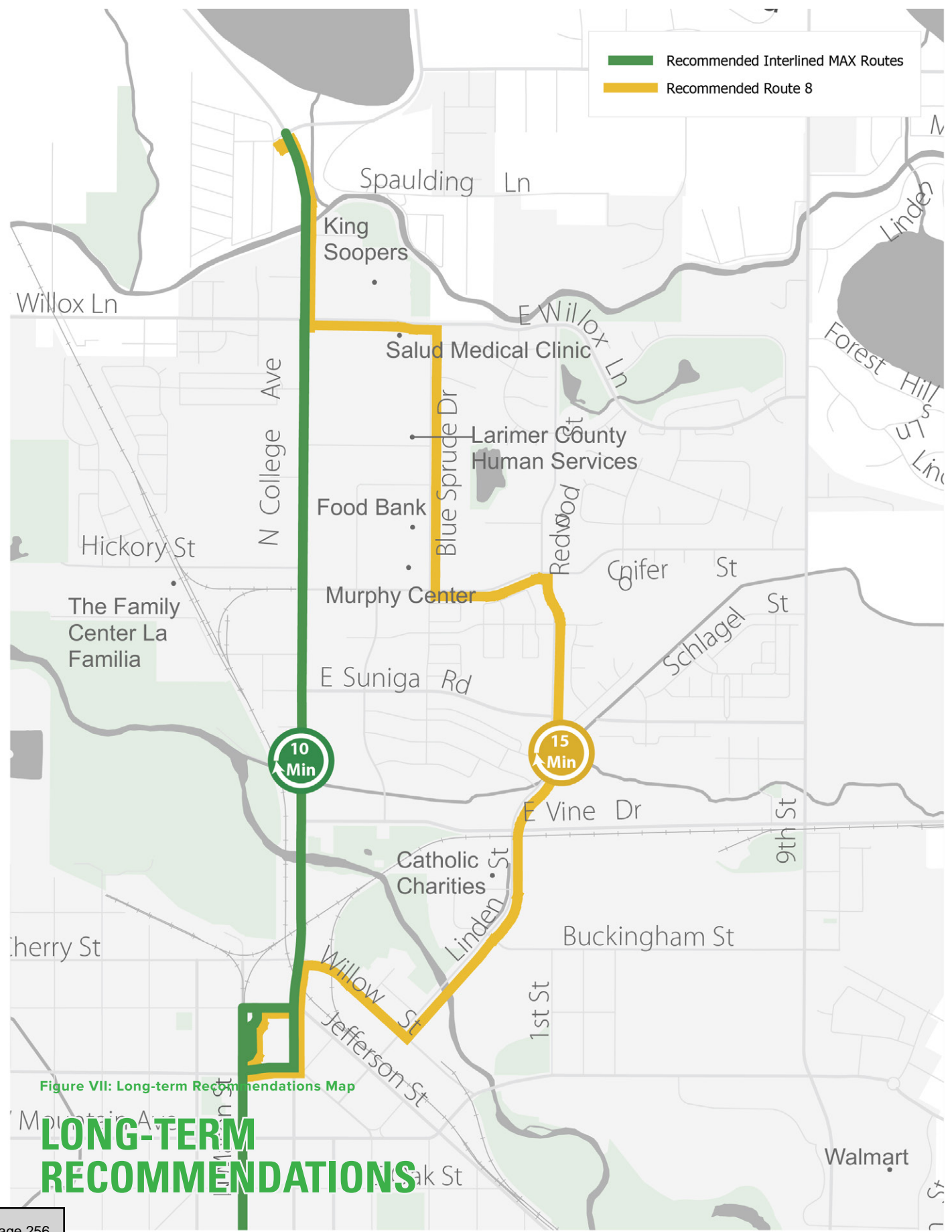


Figure VII: Long-term Recommendations Map

LONG-TERM RECOMMENDATIONS

Table III: Long-term Recommendations Summary

Long-term Plan Recommendations Summary

Long-term interlining is estimate to cost an additional \$750,000 per year in operating costs. Long-term interlining of MAX on North College Avenue with MAX on Mason Street could be triggered if North College Avenue ridership approaches 1,500 boardings per day.

- Increase MAX frequency to 10-minutes and evaluate feasibility of interlining MAX on North College Avenue with MAX on Mason Street



01 02 03 04 05 06 07

Introduction

Introduction

MAX BRT on North College was chosen as a priority to support our commitment to equity and climate action and because the area is growing in terms of population, employment, and transit ridership.

This report includes the final recommendations for the future of North College Avenue and the commercial areas and neighborhoods surrounding it. The process for the North College MAX Bus Rapid Transit (BRT) Plan began in February of 2021. This process included three separate phases of community engagement, an existing conditions assessment, and an evaluation of different transportation and land use alternatives. The final recommendations for the North College area presented in this report were developed from community members input received and the technical analysis conducted. This report summarizes the process that led to these recommendations and presents the final transportation, development, and funding recommendations. Additionally this plan includes potential phasing and funding sources for all recommendations.

WHY THE NORTH COLLEGE MAX BRT PLAN?

MAX BRT on North College Avenue was chosen as a priority because of the growth and development in north Fort Collins that is occurring today and anticipated to continue for the foreseeable future. This additional growth of residents and workers will require improvements to the multi-modal transportation network in order to maintain efficiency of transportation in the area and shift more people to active modes, including walking, biking, and e-scooters, and public

transportation modes when possible. In addition, the city has an opportunity now to help guide new development in the area to better serve community goals like preserving and increasing affordable housing and commercial space, support multi-modal transportation, provide services that support the local community, and increase open space. Furthermore, North College Avenue is a priority for increased transit investments because routes 8 and 81 (which loop through the North College area) are currently some of the most used transit routes in the city.

Equity considerations are a priority when planning in the North College area given the area's high concentration of social service providers, low-income residents, and Spanish speaking populations.

The North College MAX BRT Plan was prioritized for completion over other transit corridors in the city because it presents an opportunity to plan ahead for anticipated growth in north Fort Collins while also addressing existing equity concerns by identifying needed improvements to the multi-modal transportation networks, existing land use policies, and funding and incentives for implementation of these improvements.

The MAX BRT Plan builds on previous planning efforts like the Transit Master Plan and aims to contribute to many of the city's goals including elements of the Council's strategic objectives, the city's climate action goals, and the city's commitment to improving equitable processes and outcomes across the city.

TRANSIT MASTER PLAN

The North College MAX BRT was identified as part of the future transit network in the *Fort Collins Transit Master Plan (2019)*. As part of the North College MAX BRT the proposed MAX station adjacent to the King Soopers at 1842 North College Avenue was identified as a future transit center and mobility hub with a park-and-ride. The transit recommendations in this plan are similar to those presented in the *Transit Master Plan* with some adjustments made based

on community input and alternatives evaluation findings. **Figure 1** displays the future transit network from the 2019 plan. The North College MAX route completes the north-south MAX corridor through Fort Collins, creating a spine of rapid transit traversing the city. North College Avenue is a high priority in the city, after West Elizabeth Street which has the city’s highest ridership outside of the MAX corridor, and above Harmony Road which has lower ridership and less transit-supportive urban form.

The *Transit Master Plan* also outlines the relationship between land use density

and viability of different transit solutions (see **Figure 2**). In general, areas with higher densities of residents and jobs generate higher demand for transit ridership which requires greater capital investment in transit and more frequent transit service. This concept is key to this study and provided a foundation for the analysis of existing and projected land use development in the North College area and how improvements to the area’s land use policies could support a future MAX BRT route on North College Avenue. Today, the North College Avenue area’s density is in the range of Mixed Neighborhoods.

Figure 2: 2019 Transit Master Plan - Land-use Densities and Supported Transit Service

Land Use				Transit	
Land Use Type	Example	Residents per Acre	Jobs per Acre	Appropriate Types of Transit	Frequency of Service
Downtowns & High Density Corridors		>45	or >25	BRT, High Frequency Bus, Local Bus	10 minutes or better
Urban Mixed-Use		30-45	or 15-25	BRT, High Frequency Bus, Local Bus	10-15 minutes
Neighborhood & Suburban Mixed-Use		15-30	or 10-15	Local Bus	15-30 minutes
Mixed Neighborhoods		10-15	or 5-10	Local Bus, Micro-Transit	30 minutes On demand
Single Family Neighborhoods		<10	or <5	Rideshare, Micro-Transit	On demand

CITY COUNCIL PRIORITIES & STRATEGIC PLAN OBJECTIVES

This plan also aims to address City Council’s priorities and help work towards the strategic outcomes listed in the Council’s *2022 Strategic Plan*. Below is a list of the strategic outcomes most relevant to the recommendations put forth in this plan:



Neighborhood Livability & Social Health

- **1.1:** Increase housing supply and choice and address inequities in housing to ensure that everyone has healthy, stable housing they can afford.
- **1.6:** Transform regulations and revise procedures to increase clarity and predictability to ensure new development advances adopted City plans and policies.
- **1.8:** Preserve and enhance mobile home parks as a source of affordable housing and create a safe and equitable environment for residents.



Culture & Recreation

- **2.5:** Ensure safety and access to and within City parks, natural areas, paved trails, and cultural and recreation facilities for visitors and employees.



Economic Health

- **3.1:** Collaborate with local and regional partners to achieve economic resilience in Northern Colorado.
- **3.3:** Support local businesses by engaging in opportunities for business revival with a focus on the Recovery Plan.



Environmental Health

- **4.1:** Intensify efforts to meet 2030 climate, energy and 100% renewable electricity goals that are centered in equity and improve community resilience
- **4.2:** Improve indoor and outdoor air quality.



Safe Community

- **5.1:** Improve overall community safety while continuing to increase the level of public trust and willingness to use emergency services.
- **5.5:** Provide and maintain reliable utility services and infrastructure that directly preserve and improve public health and community safety.



Transportation & Mobility

- **6.1:** Improve safety for all modes and users of the transportation system to ultimately achieve a system with no fatalities or serious injuries.
- **6.2:** Support an efficient, reliable transportation system for all modes of travel, enhance high-priority intersection operations, and reduce Vehicle Miles Traveled (VMT).
- **6.3:** Invest in equitable access to, and expansion of, all sustainable modes of travel with emphasis on growing transit ridership.
- **6.4:** Support and invest in regional transportation connections.



High Performing Government

- **7.3:** Engage the community more effectively with enhanced inclusion of diverse identities, languages and needs.



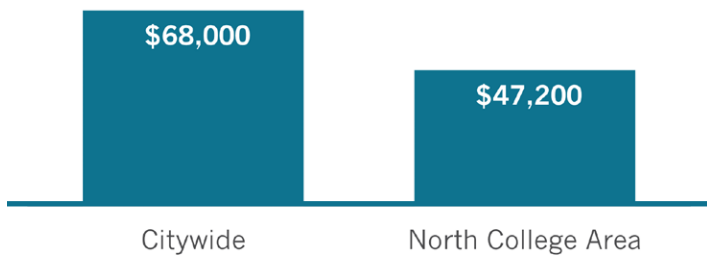
80%

The recommendations in the North College MAX BRT Plan are most relevant to the City’s goal of reducing 2030 greenhouse gas emissions by 80% below 2005 baseline levels.

CLIMATE GOALS

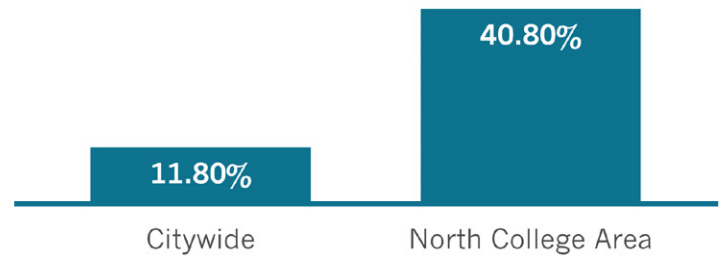
The recommendations in this plan were also developed in an effort to help contribute to the City’s climate action goals as described in Fort Collins’ Our Climate Future Plan. The recommendations in the North College MAX BRT Plan are most relevant to the City’s goal of reducing 2030 greenhouse gas emissions by 80% below 2005 baseline levels. Our Climate Future includes a Big Move to provide convenient transportation choices, including expanding local and regional public transit, continuing to build bicycle facilities, and creating mobility hubs. Additionally, Our Climate Future also includes a Big Move with moves related to increasing the density and mix of land uses. The North College MAX BRT Plan’s recommendations include transportation and land use improvements that aim to make it easier, more efficient, and more comfortable to use transit and active transportation modes. Shifting more trips to, from, and within the North College area to transit and active transportation modes will reduce the number of vehicle miles traveled and therefore the greenhouse gas emissions created by ground travel.

Median Household Income



Source: US Census Bureau

Hispanic Population



Source: US Census Bureau

EQUITY

Improving equity is a core priority for the City and was a guiding principal for the process and recommendations for this plan. The public engagement process of this plan integrated equity through outreach to historically underrepresented populations, like people who primarily speak Spanish, mobile home community residents, service industry workers, and patrons of the area’s social service providers. Several social service providers are located in the North College area, including Salud Medical Clinic, Larimer County Department of Human Services, Food Bank For Larimer County, Murphy Center for Hope, Catholic Charities of Larimer

County, and The Family Center La Familia. In an effort to make the process more accessible to a wide range of people, a diversity of outreach opportunities were presented throughout the project including online engagement, in-person workshops, and virtual meetings. The Fort Collins Community Connectors handed out flyers to area businesses and went door-to-door to collect community member feedback in neighborhoods with high numbers of underrepresented groups. In addition to the outreach process, improving equitable outcomes was a key consideration throughout this project’s recommendation development and technical analysis. The equity considerations that were considered for different recommendations are included in the more detailed discussions of study recommendations later in this report.



01 **02** 03 04 05 06 07

Vision, Purpose, & Need

YIELD TO THE BUS.
HAVE A HEART.
DRIVE SMART.
YIELD TO THE BUS.
IT'S THE LAW.

Vision, Purpose, & Need

The vision for North College Avenue is for a safe, accessible, and affordable corridor for people who live, work, and visit the North College area.

The vision, purpose, and need statements below were created using the public input collected and existing conditions analysis conducted in previous phases of this project. The **vision statement** describes the ideal of how the study area should look and function once all of the plan recommendations have been implemented. The **project purpose** outlines this specific plan's role in achieving the vision statements. The **statement of need** summarizes the common themes of existing challenges in the study area.


VISION STATEMENT


The vision for North College Avenue is for a safe, accessible, attractive, and affordable corridor for people who live, work, and visit the North College area. North College Avenue will be a gateway and hub for local and regional transit connections that link people to essential services, recreation, and entertainment.

The corridor will connect to a comfortable and convenient network for people using active modes made up of sidewalks, share-use paths, and bike lanes.

Transit stations will be focal points for new, multi-story development that de-emphasizes surface parking. Corridor development will bring upgrades to infrastructure, improve public space, and fill in existing vacant land and buildings. New development will occur in a way that protects the natural environment and preserves affordability and diversity of residents, local businesses, and service providers. North College Avenue will become a district and destination with its own distinct character that is driven by residents, workers, and local business owners. The corridor will be a safe and comfortable corridor to travel through and a destination for people of all socio-economic statuses, ages, and abilities.


The corridor will:



Be a **gateway** into the City of Fort Collins.


Include a **safe, comfortable, and convenient** transportation network for people taking transit, using active modes, and driving.


Stay **affordable** for residents and local businesses.


Grow in a way that **protects the natural environment and the local community.**


Provide ample **services, places to live, employment opportunities, and spaces for recreation.**


Display its own **unique** local character.

PROJECT PURPOSE

The purpose of the North College MAX Plan is to guide future transit investments and help align policies with those future transit investments.

This plan will provide a roadmap for the City of Fort Collins to make improvements to transportation infrastructure and transit service in the North College area. Additionally, this plan provides recommendations to guide new development in a direction that preserves affordability for residents and local businesses, is supportive of transit and other active modes of transportation and promotes needed services and open space to the surrounding community. In summary, this plan's purpose is to:

- **Guide transportation infrastructure improvements and new development** in a way that allows North College Avenue to continue its evolution as the northern entryway to the city with a positive community look and feel.
- **Plan and provide steps for implementation** for increased transit investment and a multi-modal transportation network in the North College area that is safe, comfortable and convenient for people of all ages and abilities.
- **Build upon citywide efforts to preserve affordability** for residents and local businesses and recommend appropriate strategies for the North College area in particular.
- **Guide new development to provide** affordable housing, essential services, and open space in the area.
- Contribute to numerous other efforts in the North College area to **strengthen its unique local character and sense of place**.

STATEMENT OF NEED

From analyses of community Input (**Appendix A**) and existing conditions (**Appendix B**) the following five statements of need for the North College area were developed:

- **Incomplete multi-modal transportation network** that makes it challenging to comfortably get to, from, and around the North College area by modes other than driving. Additionally, the current network creates many areas of conflict between people driving and people using active modes which impacts efficiency and feelings of safety, especially for vulnerable, active mode users. Additionally, community members expressed that the existing transportation network could be improved to better protect the natural environment.
- **Need for increased investment in transit service** in the North College area. Community members expressed a desire for more frequent and efficient transit service on North College Avenue and the surrounding area with more investments in bus stops, future MAX stations, and security to make them feel safer and more comfortable. Community members also expressed the importance of preserving the existing transit connections to the Poudre Valley Mobile Home Park and social services on Blue Spruce Drive.
- **Lack of comfortable places to walk and bike** in the North College area due to missing or uncomfortable infrastructure, infrequent controlled crossings of roadways (particularly across North College Avenue), and the frequency of driveways that intersect the bike lane and sidewalk on North College Avenue.
- **Desire for redevelopment of vacant properties** to provide new homes, services, and enough travel demand for high-frequency transit.
- **Increasing costs of buying or renting property** for both residents and local businesses, which is making it hard to stay in the North College area and Fort Collins at large, especially for underrepresented populations including people with lower incomes and Hispanic residents.





01 02 03 04 05 06 07

Plan Development

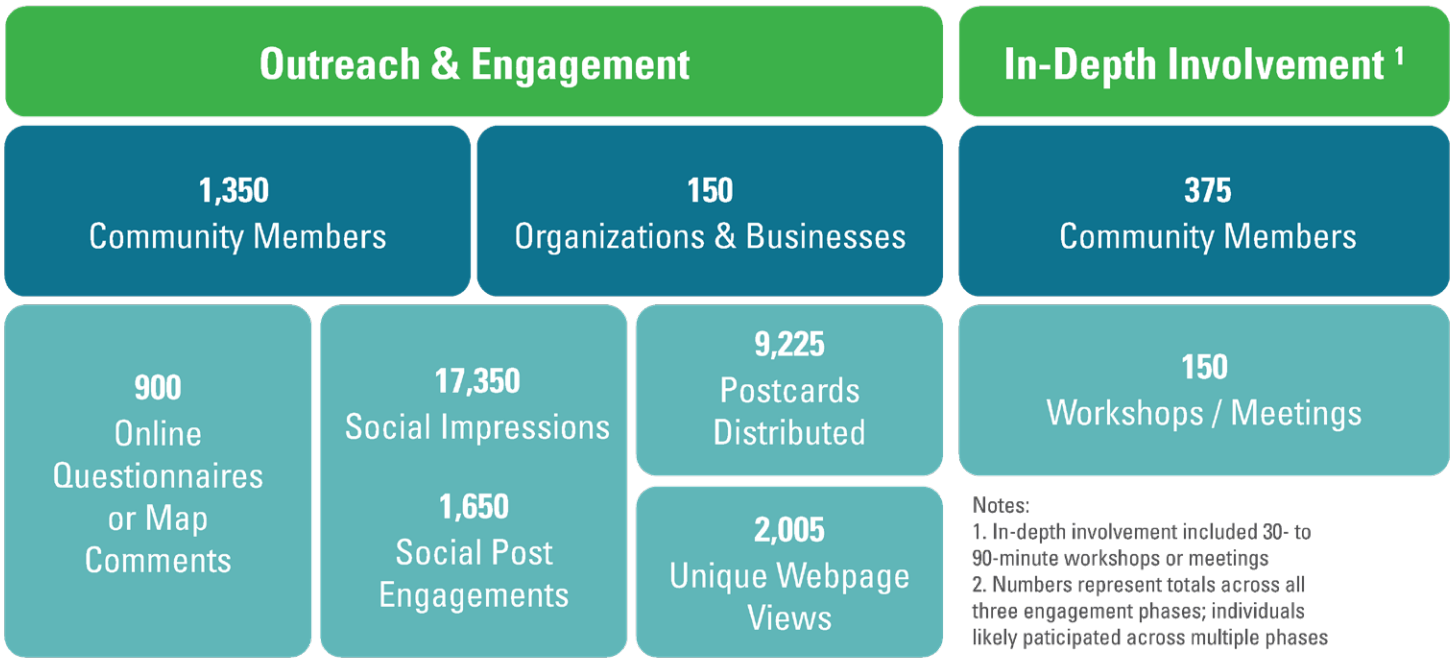
Plan Development

This plan details the final recommendations for the future of transportation and related land use improvements in the North College area. These recommendations were developed and refined through an extensive public outreach process and technical analysis. These processes are summarized in **Figure 3** and more details about each can be found in their respective appendices at the end of this report.

Figure 3: Plan Development Process



Figure 4: Outreach Summary



Phase 3: Recommendations

Community members provided feedback to the project team that the proposed plan for the North College area aligns with their vision for the area and addresses their transportation needs. Community members were supportive of increasing density in the North College area provided that affordability goals are identified and met. Business owners, in particular, are concerned about the impacts of future construction.

The project team prepared conceptual designs for the preferred recommendations on North College Avenue, land use recommendations, cost estimates, and an implementation strategy. The implementation plan includes short-term, mid-term, and long-term recommendations that will achieve significant progress in the short-term while avoiding major construction until the mid-term.

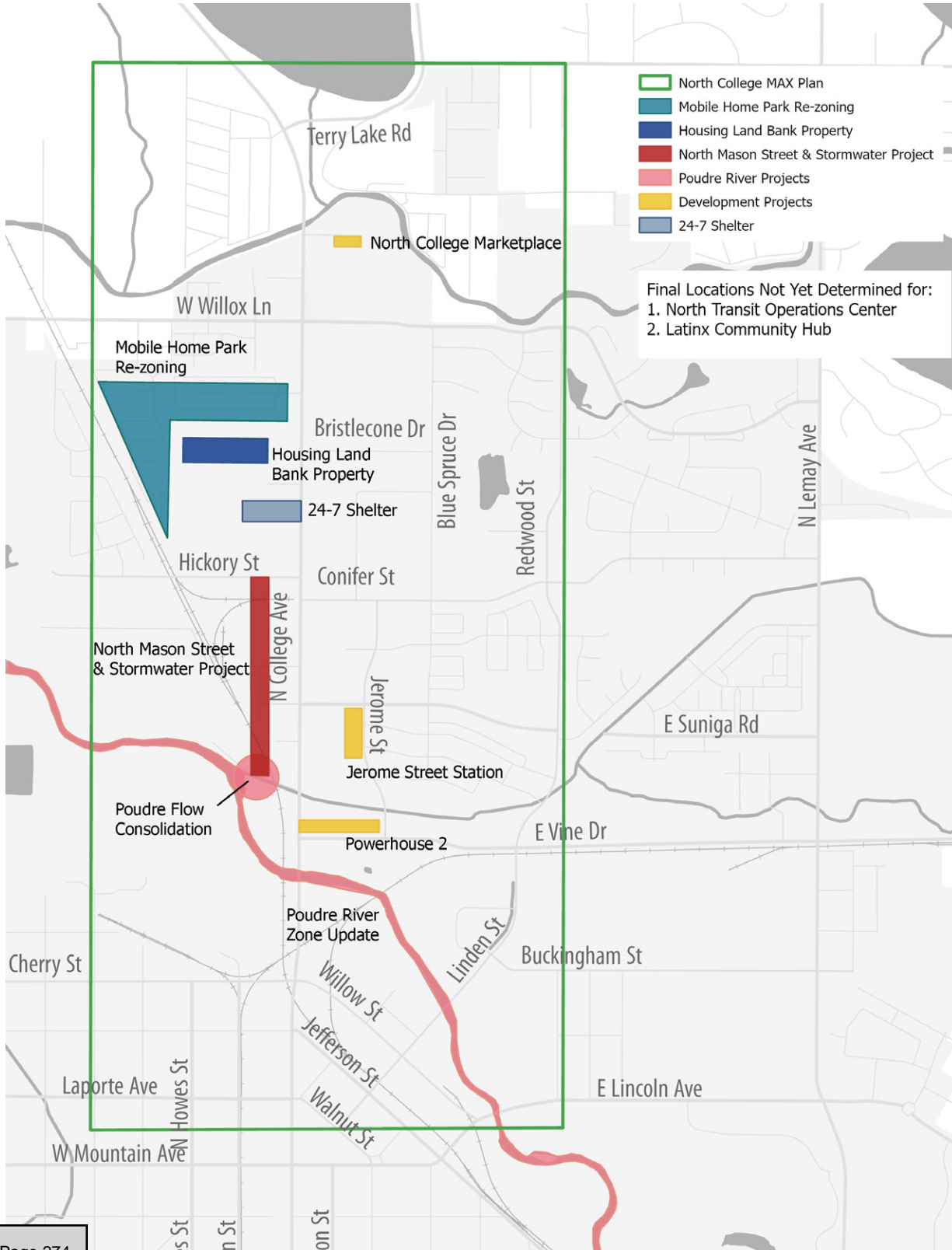
The plan was developed across three separate phases of community engagement and technical analyses. The team implemented an equity-forward community engagement process given the proportion of under-served populations in the North College area. Specifically, community members, community-based organizations, and representatives of the area’s social service providers all participated in the community engagement process. Given the high proportion of Hispanic residents, the team conducted outreach in all phases in both English and Spanish, including door-to-door outreach in the area’s mobile home parks. Lastly, recognizing the value of peoples’ time, compensation was provided to participants of workshops in the form of \$50 grocery gift cards. **Figure 4** summarizes the number of people engaged through different mediums through the community engagement process.



To see more details about each phase of outreach and the results of those efforts see **Appendix A** of this plan. To see more about the technical analysis, see **Appendix B** which includes the Existing Conditions Report and **Appendix C** which includes the Alternatives Analysis Report.

The North College MAX BRT Plan was developed to be consistent with other projects in the area, as shown in Figure 5.

Figure 5: Active Projects in the North College Area





do State University



01 02 03 04 05 06 07

Transportation Plan Recommendations

Transportation Plan Recommendations

This design also aims to improve the comfort and safety of people using active modes and people taking transit on the corridor.

ROADWAY DESIGN OF NORTH COLLEGE

The long-term design for North College Avenue can be seen in **Figure 6** and **Figure 7**. Plan view cut sheets of the entire corridor can be seen in **Appendix D**. The roadway design includes Business Access Transit (BAT) lanes and sidewalks widened into shared-use paths for people walking and biking.

BUSINESS ACCESS TRANSIT LANES

Business Access Transit (BAT) lanes are a key element of the preferred cross-section. BAT lanes are lanes in which buses travel and vehicles can use only for making right turns at intersections or turning into existing driveways midblock. The recommended BAT lanes can be accommodated in the existing curb-to-curb width of the street if the existing median width is reduced, typically one to five feet of median narrowing is necessary.

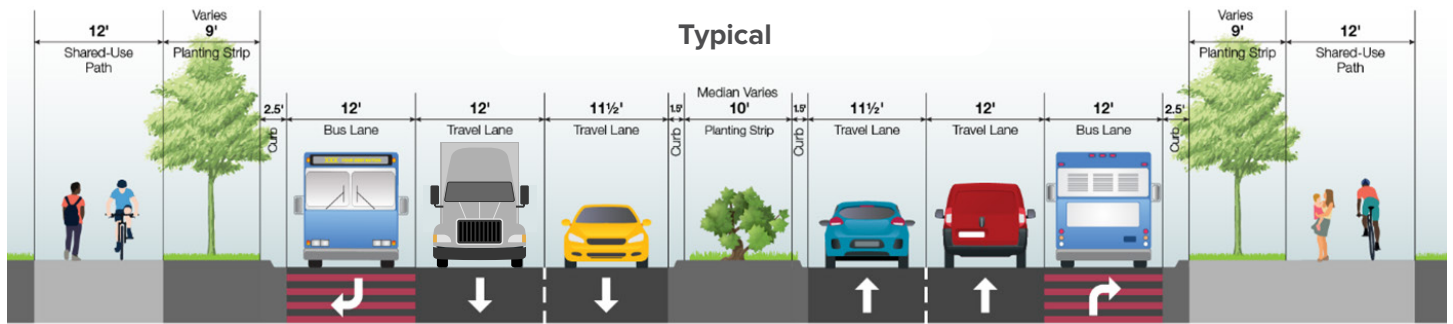
SHARED-USE PATHS

The construction of BAT lanes does not allow enough width for on-street bicycle lanes. However, community input indicated that higher comfort bicycle infrastructure (like an off-street path) is preferred on North College Avenue over on-street bike lanes due to the volume and speed of vehicles. Instead of bike lanes, a shared-use path (10- to 12-foot wide,

which requires acquiring up to two feet of right-of-way on each side) is recommended along the length of the corridor to provide a high-comfort facility for people using active modes. In many areas the shared-use path cannot be accommodated in existing right-of-way. Therefore it is recommended that in areas without sufficient right-of-way, the existing sidewalk be widened behind the back of walk to allow for both a shared-use path and the existing width of landscaped buffer. This also will minimize disturbance to established street trees that are already on the corridor. Implementation of this cross section will require acquisition or easement for additional right-of-way at certain locations on the corridor (see **Appendix D**).

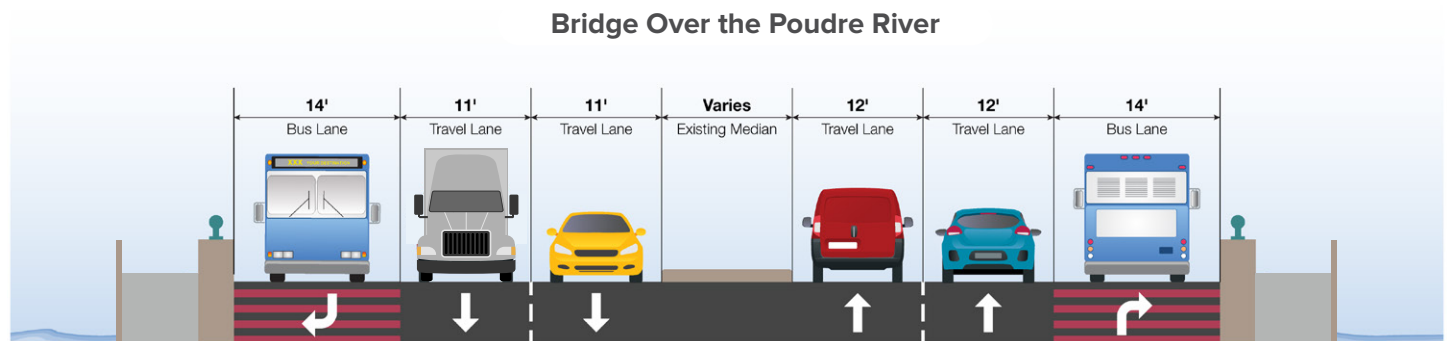
Due to the cost and disruption of construction required to build a shared use path along the length of the corridor, it is recommended only a priority section be constructed in the near-term where parallel bikeways are not feasible. Elsewhere, the remainder of the path will be implemented as parcels redevelop along North College Avenue. The priority area to be constructed in the near-term is on the west side of North College Avenue between Hibdon Court and the pedestrian and bicycle bridge over the canal to the north (**Figure 10**).

Figure 6: Typical North College Avenue BAT Lane Cross-section



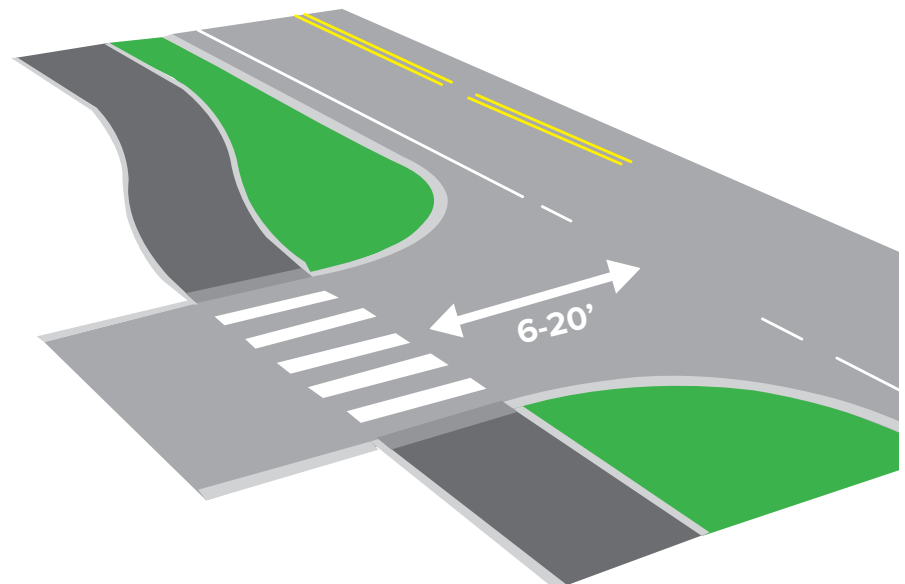
*At signalized intersections, turn lanes will replace the median.

Figure 7: North College Avenue Cross-section at Poudre River Bridge



Throughout the project, concerns were heard regarding the safety of people biking and walking on the shared use paths where they intersect minor streets and driveways. **Figure 8** shows treatments implemented in other cities to minimize crash risk at similar locations. These treatments include bending out the shared use path at intersections to create yielding space for drivers turning off of the major street and stacking space for drivers waiting to turn onto the major street. High-visibility markings emphasize the path crossing to people driving.

Figure 8: Typical Shared-use Path Crossing with Setback and High-visibility Markings



MEDIANS

Creating the BAT lanes will require narrowing the existing landscaped medians, typically by one to five feet. Additionally, the plan recommends adding medians on North College where they do not currently exist south of Conifer Street and as shown in **Figure 9**. The median narrowing and new median would have some construction impacts to the corridor.

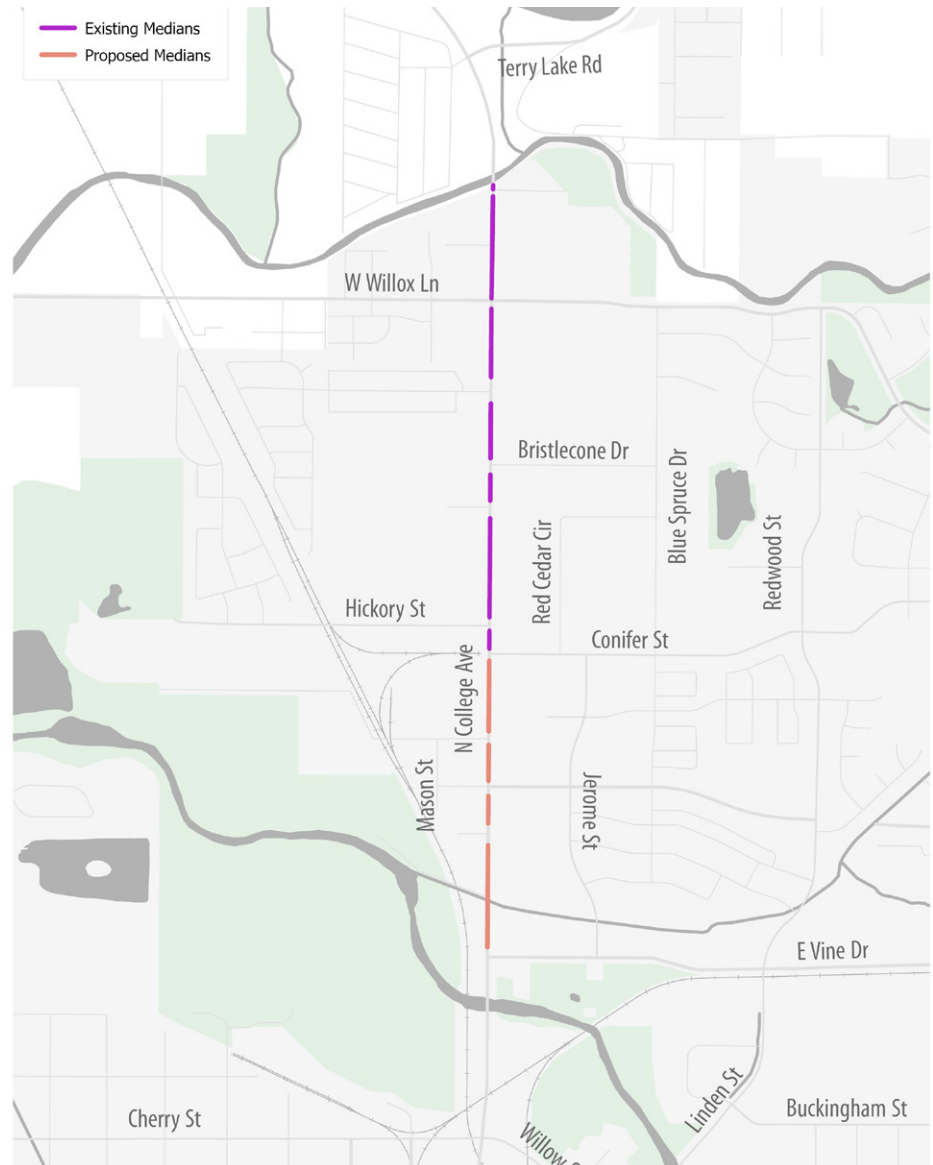
FUTURE BUS TURNAROUND

This plan also recommends constructing a new turnaround for buses outside of the Poudre Valley Mobile Home Park, somewhere north of Terry Lake Road along either North College Avenue or Terry Lake Road. Through this plan, the project team explored whether any publicly owned parcels were available for a turnaround and found none. Instead, the city will have to work with a property owner or property owners to acquire land for a turnaround. The project team explored different dimensions for this turnaround and found that approximately one acre of land is adequate, with a minimum depth of 150 feet and a minimum length of 250 feet.

COST ESTIMATES

Conceptual cost estimates were developed for the full implementation of the cross-sections shown in **Figure 6** and **Figure 7** along the length of North College Avenue. The total for all improvements is estimated to cost **\$21.8 million in 2022 dollars**, excluding right-of-way costs and the future bus turnaround. Rebuilding the entire corridor

Figure 9: Existing and Future Median Locations



at once would not only be a considerable financial investment but would also create additional construction impacts. For this reason, the phasing of elements is recommended and phasing options are described in more detail in Phasing & Funding Sources, later in this section.

Appendix E provides the more detailed breakdown of the cost estimate.

TRANSIT RECOMMENDATIONS

Below is a summary of recommendations for transit service changes across the North College area:

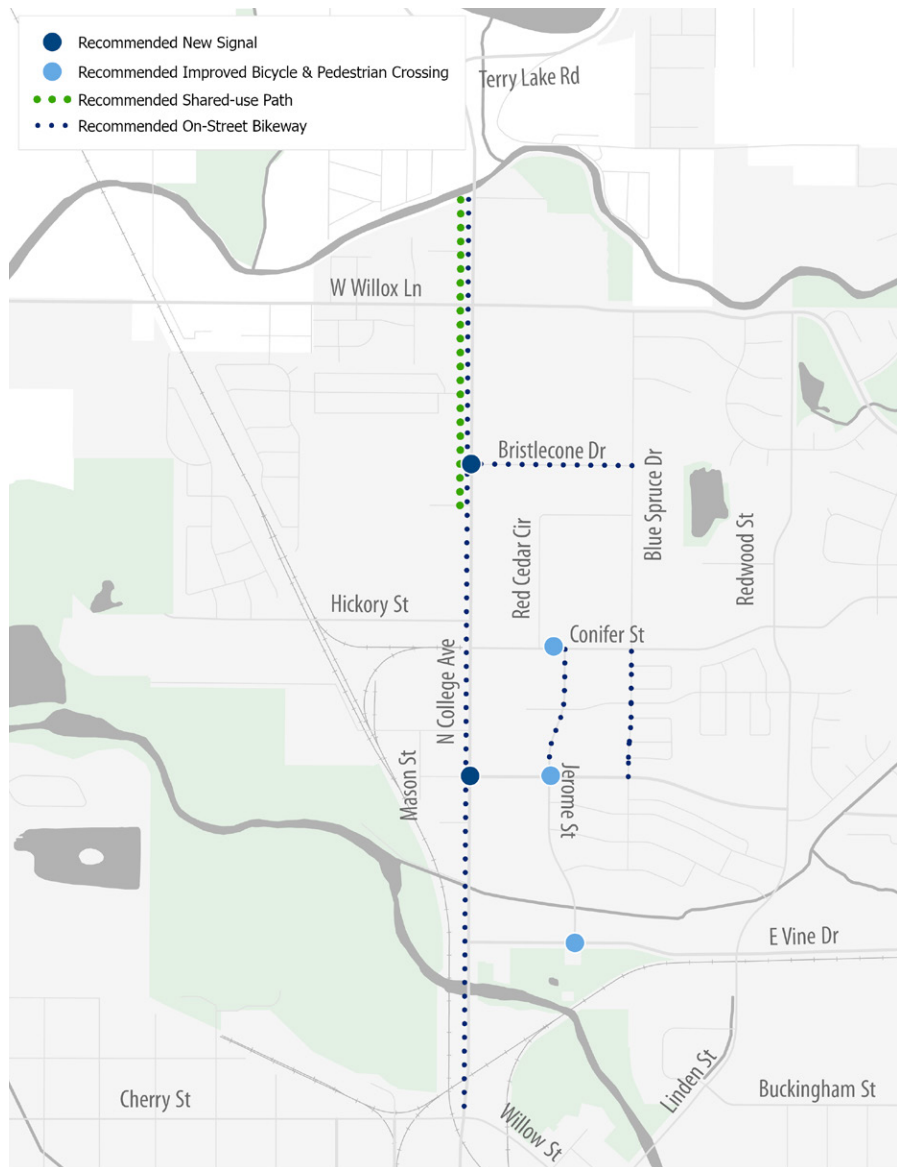
- New MAX BRT route on North College Avenue; long-term interlining of service with MAX on Mason Street
- Realign route 8 to run from the Downtown Transit Center to Poudre Valley Mobile Home Park, operating on Blue Spruce Drive, Redwood Street, and Linden Street
- Elimination of route 81 (the North College MAX will replace this service)
- New on-demand transit service like micro-transit service operating in the neighborhoods near North College Avenue, connecting to businesses on Lemay Avenue and bringing people into the high-frequency transit network

These recommendations are shown on a map in **Figure 11**. The following sections provide further detail about and the reasoning for each recommendation.

MAX ON NORTH COLLEGE AVENUE

The first phase MAX route alignment for North College Avenue is from the Downtown Transit Center to Willox Street on North College Avenue and back, with the Willox Street roundabout as the northern turnaround point (see **Figure 11**). This alternative was chosen because it could be implemented immediately without needing to build a new turnaround area. This alignment creates a straightforward and intuitive MAX route that goes both north and south on North College Avenue and does not make any additional loops, helping with route efficiency as well as being easier to understand for riders.

Figure 10: Near-term Pedestrian & Bicycle Recommendations, Including High-priority Shared-use Path Segment



The drawbacks of this alignment is that MAX level service is not provided directly to the Poudre Valley Mobile Home Park or the social services on Blue Spruce Drive and Redwood Street. However, Route 8 will still provide local service to these locations and the efficiency of a local route on Blue Spruce Drive and Redwood Street will be improved because it will not need to make a loop on North College Avenue. Additionally, MAX service will be provided within a half mile of the main entrance to the mobile home park at Terry Lake Road and within a quarter mile of the south end which has an unofficial pedestrian access point that residents use to enter and exit the neighborhood. Further discussion of the final route alignment for the local route 8 is covered in an upcoming section of this report.

Potential Future Phase of Route Alignment

It is recommended that the long-term vision for MAX on North College Avenue include creating a new turnaround point near the North College Avenue/Terry Lake Road (CO 1) intersection (see Figure 11). There will be a considerable cost to purchase the property for and construction of this turnaround, which makes it a less desirable alternative in the short-term. However as a long-term goal, this turnaround would be able to provide MAX service closer to the Poudre Valley Mobile Home Park and other residences in the area north of Willox Street. This turnaround would also be available for use by local buses to eliminate buses turning around inside of the mobile home park as they currently do today.

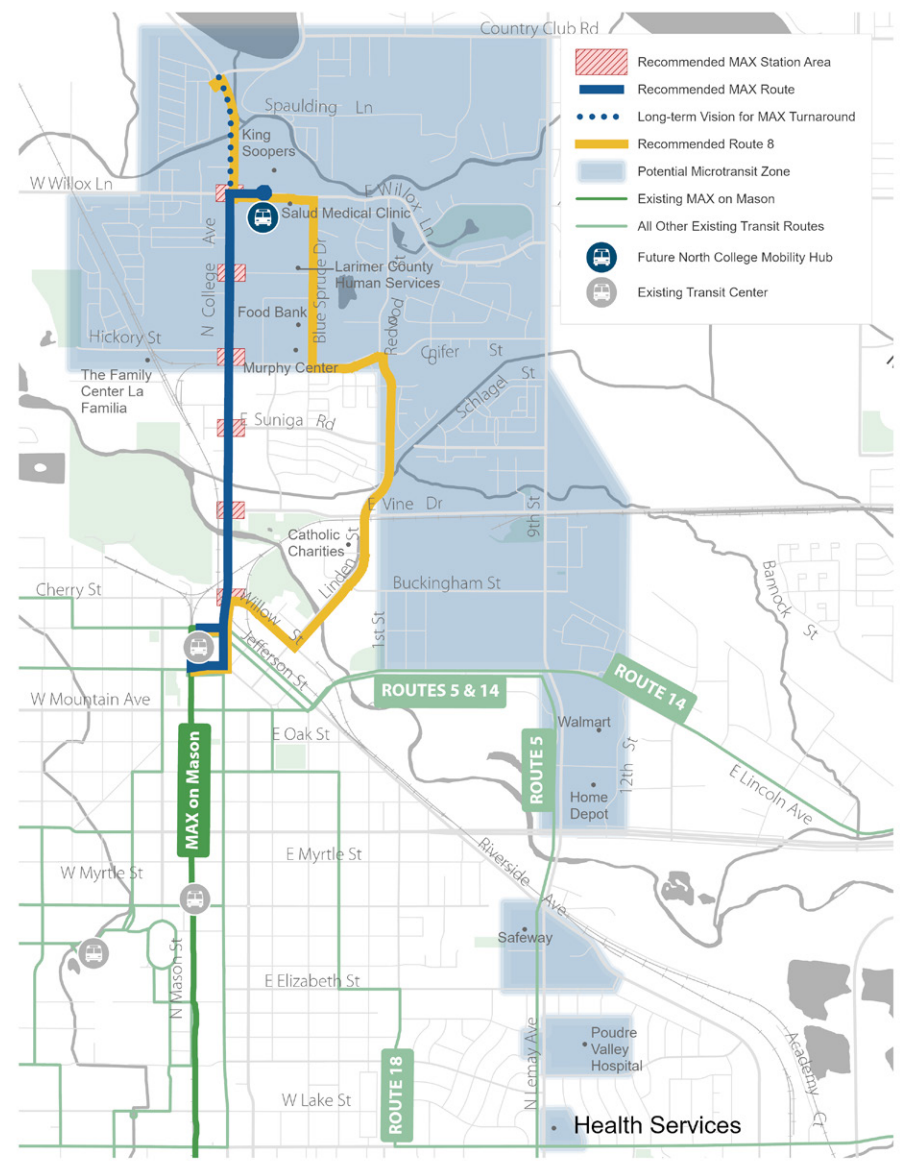
Service Characteristics

It is recommended that the MAX route on North College Avenue operate at a 15-minute frequency. A round trip of the route is estimated to take about 12-minutes. Therefore, this service could be operated with one bus every 15 minutes with roughly three minutes of recovery time between trips. The following sections provide additional information on how the possibility of interlining MAX on North College Avenue with MAX on Mason Street and could affect frequencies.

Future Interlining with MAX on Mason Street

Based on extensive community desire for a one-seat ride from North College Avenue to the South Transit Center, technical analysis of this plan considered the feasibility, benefits, and drawbacks of interlining the MAX on North College Avenue with the existing MAX on Mason Street route. Interlining the two routes would result in operating the service as one continuous route where the Downtown Transit Center would serve as a stop rather than a transfer. In the near- and mid-term it is recommended that these two MAX routes operate separately (possibly with different service names) because of a mismatch of the planned frequencies of each route and reliability challenges created by railroad

Figure 11: Map of Final Transit Recommendations



Mismatch of Frequencies

Before the COVID-19 pandemic, MAX on Mason Street ran at 10-minute frequencies with six buses required to operate that service. It is expected that MAX on Mason Street will return to this frequency once resources are available. The MAX route on North College Avenue is proposed to have 15-minute frequencies which allows the route to be operated using only one bus. Existing demand is not yet at a level where 10-minute frequency is necessary. The two MAX routes operating separately would require a total of seven buses. Riders would transfer from the North College Avenue route to the Mason Street route at the Downtown Transit Center. Given the planned frequencies of 15- and 10-minutes, riders would not experience much waiting to transfer.

If interlining is desirable in the future, the challenge of misaligned frequencies (10-minutes vs. 15-minutes) can be addressed two different ways:

1. Run a bus at 10-minute frequencies the length of the two routes, from the turnaround on Willox Lane to the South Transit Center. This requires eight buses to operate (one more than if the routes operate separately). MAX on Mason Street currently has a simple 60-minute run time with built in recovery time. Extending up to North College Avenue would create a 75-minute cycle time for the route that would require two additional buses than MAX on Mason Street did before the pandemic.

The benefits of interlining are that it is a simple and intuitive schedule for riders and provides a single seat ride from the North College area all the way to the South Transit Center. This strategy also provides more frequent service to North College Avenue than if the routes operated separately. The drawbacks of this option are that it requires an additional bus to operate compared to the non-interlined option, which would be an extra cost for the bus, operator hours, and other operating costs. It is possible the additional resource investments to interline the two routes may not result in proportional increases in ridership based on expected demand in the North College area.

2. Run only every other MAX on Mason Street bus up North College Avenue so that MAX on Mason Street has 10-minute frequency but MAX on North College Avenue would have 20-minute frequency. This option also requires 8 buses, because of the needed cycle time to combine both routes into one. The only benefit this option achieves is creating the single seat ride from Willox Lane to the South Transit Center. The drawbacks include the alternating run schedule (which is often confusing and frustrating for riders), additional resources needed for the eighth bus, and lower frequency service for the North College area. This strategy would require similar resources as the first without the added benefit of high-frequency service on North College Avenue.

Based on 2019 ridership data, MAX on Mason Street averages 285 boardings per station per day or 800 passengers per mile. Interlining would be most appropriate when transit ridership on North College Avenue comes within a margin of these levels of productivity (approximately 1,500 boardings per day).

Conflicts from Additional Rail Crossings

The North College Avenue MAX route will need to cross two freight rail lines in order to connect the Downtown Transit Center with the north end of North College Avenue. MAX on Mason Street already crosses the rail twice: once when turning around north of the Downtown Transit Center and a second time in the southbound direction at Laurel Street. The rail crossings will impact the route's reliability at certain times as

the bus must wait for the trains to pass through. This is likely to cause the bus to run behind schedule. Rail crossings will be a challenge for the North College MAX route regardless but interlining with MAX on Mason Street will bring this challenge to the Mason Street service where it is not currently an issue. Rather than just the North College area occasionally experiencing these delays, the railroad crossings have the potential to impact the reliability of the entire interlined route.

For these two reasons it is recommended that the two services begin operating as separate routes. The feasibility and benefits of interlining the two routes may be more appropriate to consider when ridership of a North College MAX route is better understood after the service has been operating for a couple of years.

CO2 EMISSION REDUCTION BENEFITS

MAX on North College Avenue is envisioned to eventually deliver daily ridership over 1,000 boardings per day. Assuming typical point-to-point travel distances of three to five miles, and if all of these trips were to be made by car, this level of ridership represents 3,000 to 5,000 vehicle miles traveled (VMT) per day, or 2,400 to 4,000 pounds of reduced CO2 emissions per day. While this likely over-estimates the CO2 emissions reduction potential of MAX on North College Avenue as not all ridership would be converted from driving trips, it does illustrate the CO2 emissions-reducing potential of the service.

STOPS & STATIONS

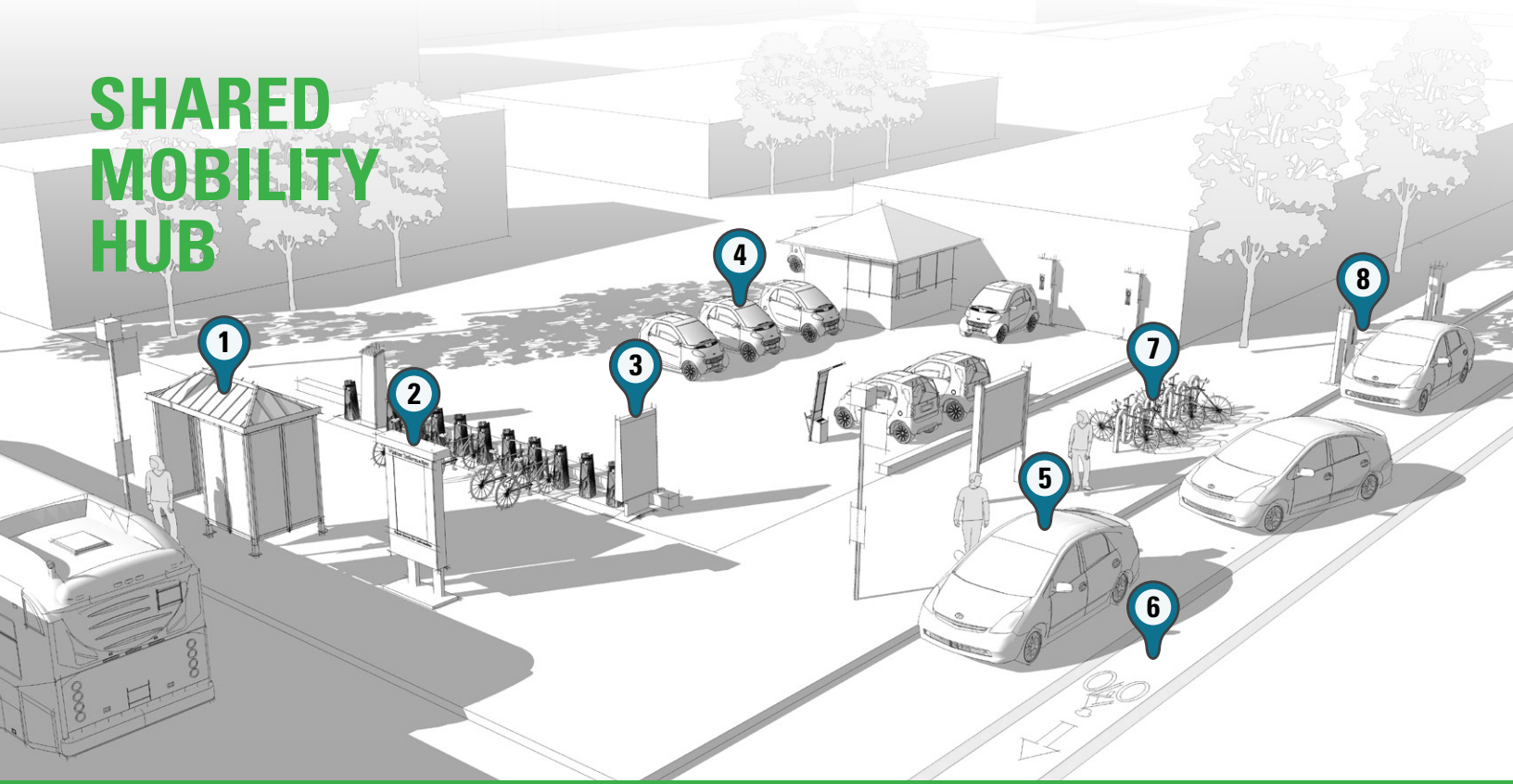
Locations

The final plan for MAX on North College Avenue includes consolidating and aligning the existing bus stops to create the MAX stations (see **Figure 11**). New station locations were chosen for their proximity to key destinations as well as their alignment with existing or proposed traffic signals. All stations were aligned into matching pairs, one northbound station and one southbound station on the other side of the road. These station pairs make the service easier to use for riders, allowing someone to pick-up the bus for their return trip in the same location they were dropped off. This mitigates confusion about where to go to take the bus back, especially for newer riders.

Station pairs were located around traffic signals to provide safe, controlled pedestrian crossings linking the northbound and southbound stations together. Crossing at signals to access bus stops and destinations on the other side of the road improves pedestrian comfort as well as minimizing out of direction travel for people accessing the bus stops.

Figure 12: Shared Mobility Hub

SHARED MOBILITY HUB



1 Bus shelter

5 TNC/microtransit drop-off/pick-up

2 Information and fare payment

6 Intersecting bike lane or bike paths

3 Scooter share & bike share (Zagster)

7 Bike parking

4 Car share

8 Car charging station

Amenities at MAX Stations

It is recommended that each MAX BRT station feature multimodal options, with the most northern station near King Soopers being the a mobility hub with the most amenities.

All MAX BRT stations should have the following amenities, where space allows:

- Intuitive information on transportation options:
 - » Live informational signage on transit arrival times
 - » Maps of key destinations, transit routes, and bicycle facilities
- High comfort station amenities including:
 - » Shelters
 - » Benches
 - » Trash cans
 - » Pedestrian scale lighting
 - » Kiosks for ticket purchases (if applicable)
- Features of universal design for accessibility by all users
- Public art
- Security features such as emergency telephones
- Bicycle parking (covered where possible)
- Micro-mobility parking areas

The northern most station near the King Soopers will serve as a mobility hub. The Transit Master Plan envisioned a mobility hub at this location, which can be incorporated into redevelopment of the former Albertsons site. As a mobility hub, it can include the following additional amenities illustrated in **Figure 12**:

- Secure bicycle parking
- Park-n-ride
- Restrooms
- Electric vehicle (EV) charging
- Car share
- Taxi/ride hailing loading zones
- Micro-mobility charging hubs

These additional amenities would require more space than a typical MAX station. Partnerships can be pursued with nearby landowners and businesses to create shared parking agreements or other agreements allowing station amenities to be located on parcels near the station. The vacant Albertsons lot could provide a great opportunity to accommodate these mobility hub elements on part of that property.

NEW ROUTE 8

The recommended alignment for local bus service is to eliminate the current route 81 and realign route 8 to create greater efficiency and eliminate redundancy with MAX on North College Avenue. The new route 8 will run from the Downtown Transit Center to Willow Street, then head north on Linden Street to Redwood Street to Blue Spruce Drive. The route will then turn west on Willox Lane and turnaround in the Poudre

Valley Mobile Home Park as it does today and then reverse the directions above back to downtown (see **Figure 11**). When the future turnaround south of Terry Lake is constructed, route 8 will also use this turnaround in order to remove turning buses from the Poudre Valley Mobile Home Park.

The new alignment of route 8 will make it more intuitive and efficient for riders, particularly those using the service to get to and from the services on Blue Spruce drive, since the route would run the same path northbound and southbound. The alignment also retains the connection between the service providers east of North College Avenue with the Downtown Transit Center.

Alignments that brought route 8 to destinations on Lemay Avenue were considered, however after analysis those options were not recommended because of route inefficiency, loss of the connection from services on Blue Spruce Drive to Downtown, and redundancy with route 5. Instead, this need for connections to destinations on Lemay Avenue, like shopping and medical services, was addressed with a recommendation for new on-demand micro-transit service that is detailed in the following section.

Service Characteristics

The new alignment of route 8 is recommended to run at 20-minute frequencies. It is estimated that a round trip of this route would take about 35-minutes. This means it would require two buses to operate route 8 at 20-minute frequency with a 5-minute recovery period between trips. Route 8 could also operate at 30-minute frequencies but this would still require two buses. For this reason it is more beneficial and efficient to operate the route at 20-minute frequencies.

Amenities at Local Bus Stops

It is recommended that all local bus stops on the realigned route 8 be upgraded to include the following amenities where space is available:

- Shelters
- Maps of the transit system
- Benches
- Trash cans
- Pedestrian scale lighting
- Bicycle/micro-mobility parking

Providing these amenities at stops can make riding the bus feel safer and more comfortable for a wider demographic of riders. Bus shelters make it more feasible and comfortable for people to ride transit in inclement weather. Benches provide a chance to rest while waiting for the bus which can be particularly critical for older adults and people with mobility issues. Trash cans and pedestrian scale lighting provide a more comfortable station environment, particularly at night. Bicycle and micro-

Figure 13 Image of Microtransit Service in Denver called the “Montbello Connector”



mobility parking provide an option for people to easily access the stop by bicycle or scooter to make their trip more efficient or access a bus stop that is too far to comfortably walk to.

INNOVATION ZONE: NEW MICRO-TRANSIT SERVICE

This plan recommends exploring a microtransit service from the North College area to destinations on Lemay Avenue. See **Figure 11** for the approximate boundaries of the recommended zones within the study area. Travelers could request trips that started and ended at any two points within the three zones on the map. The three zones encompass the mobile home communities near North College Avenue, the Tres Colonias neighborhoods, Walmart, Home Depot, Safeway, Poudre Valley Hospital, and other medical services on Lemay Avenue. These microtransit zones were drawn based on where community members reported they wanted new transit connections to the North College area.

The microtransit service will help fill the gap in transit service to the Tres Colonias neighborhoods and provide a direct link from the North College area to Home Depot, Walmart, Safeway, and medical services on Lemay Avenue. These new connections were identified as high priority by community members. Additionally, the service would provide a first/last-mile connection between MAX service on North College Avenue and the surrounding neighborhoods. The data collected about trips in the microtransit system can inform the creation of a service in the future.

What is Microtransit?

Microtransit is a form of demand response transit that uses a smartphone app (with a call-in option) to match trip requests in real time. Microtransit typically uses small vans or shuttle buses and can be operated by a contracted provider or by an agency, like Transfort, with purchase of a ride-matching app and associated technology.

Microtransit allows for transit service connecting low to medium density areas with popular destinations where a fixed-route bus route may not be appropriate due to low demand for fixed-route transit. Microtransit technology has the ability to group trips to and from popular destinations at similar times. This service can charge a fare or be operated fare-free.

Equity Considerations for Microtransit

A new microtransit service should still be accessible to people who do not have reliable access to cellphone data, are not proficient in using a smartphone, or are uncomfortable creating a profile on an app. To address this concern, the new service should include a call-in option as an alternative to using the app. Providing a call-in option for riders is an essential component to making this tech-enabled service more accessible to everyone.

Additionally, any materials developed for this service should be in both English and Spanish, at a minimum, in order to make the service easy and accessible for riders who primarily speak Spanish. Finally, it should be noted that at least one vehicle in the microtransit fleet must be ADA accessible.

Service Characteristics

Within the study area, the proposed microtransit zones cover a total of 2.4 square miles. Operating this microtransit system would require one to two vehicles (one of which must be ADA accessible) in order to provide service within 10-minutes of a request. The exact number of vehicles needed will depend on days and hours of service, projected demand, and the final service area as it may be desirable to serve other nearby areas not served by fixed-route transit.

ACTIVE MODE RECOMMENDATIONS

In addition to the new shared use path along North College Avenue, several other recommendations were developed for improving active mode use in the North College area, building upon the recommendations in the 2022 update to the Active Modes Plan (see **Figure 14**):

- Construction of two new traffic signals on North College Avenue

- Improvement of five key roadway crossings east of North College Avenue
- Creation of comfortable pedestrian and bicycle networks to the east and west of North College Avenue
- Interim protected bike lanes on North College Avenue

The following sections provide locations and more detail for these pedestrian and bicycle recommendations.

Roadway Crossings

Additional signals with crosswalks at Bristlecone Street and Suniga Road are recommended. Signalizing these intersections would provide additional controlled crossings for people using active modes and make it more convenient for transit riders to get between the northbound and southbound stations at these locations (see **Figure 14**). The signal at North College Avenue/Suniga Road is already planned for construction and both the signals are planned for in CDOT's *US-287 (North College Avenue) Access Control Plan*. The signal at Bristlecone Drive would also serve people accessing the future 24/7 shelter at Hibdon Court.

Figure 14: Pedestrian & Bicycle Infrastructure Improvements





In addition to the signals on North College Avenue, it is recommended that the following intersections be evaluated for improved bicycle and pedestrian crossings (see **Figure 14**):

- Conifer Street / Red Cedar Court / Jerome Street
- Suniga Road / Jerome Street
- Vine Drive / Jerome Street (in design as of fall 2022)
- Hickory Street / Mason Street
(when Mason Street extension is constructed)
- Bristlecone Street / Red Cedar Court
(when Red Cedar Court extension is constructed)

These locations are all on the recommended parallel networks for improved bicycle and pedestrian infrastructure (see **Figure 14**) and several were identified by community members as difficult areas to cross the street.

Active Mode Networks Adjacent to North College Avenue

It is recommended that investments be made on streets adjacent to North College Avenue to create comfortable infrastructure for people using active modes (see **Figure 14**). Investments in the streets around North College Avenue will give people the option to walk and bike on lower speed streets with fewer cars, providing an alternative to walking or biking on North College Avenue.

The recommended infrastructure upgrades to these streets include:

- New bikeways on:
 - » Bristlecone Street between North College Avenue and Blue Spruce Drive – this segment has a curb-to-curb width of approximately 40 feet, which is adequate for buffered or protected bike lanes if on-street parking is prohibited. If parking cannot be removed, a Neighborhood Bikeway may be feasible provided that traffic calming can achieve the desired vehicular volume and speed levels of a Neighborhood Bikeway.
 - » Blue Spruce Drive from Conifer Street to Suniga Road – this segment has a curb-to-curb width of approximately 30 feet. Given the residential nature of this segment, a Neighborhood Bikeway is recommended. Additional traffic calming treatments may be necessary to achieve the desired vehicular volume and speed levels of a Neighborhood Bikeway.
 - » The proposed Mason Street extension – the Mason Street extension is proposed as a 2-lane collector. The Larimer County Urban Area Street Standards for a 2-lane collector feature two travel lanes and buffered bike lanes with 5-foot bike lanes and 3-foot buffers.
 - » The proposed Red Cedar Circle extension – the Red Cedar Circle extension is proposed as a 2-lane collector.

The Larimer County Urban Area Street Standards for a 2-lane collector feature two travel lanes and buffered bike lanes with 5-foot bike lanes and 3-foot buffers.

- Wide detached sidewalks with limited or no curb cuts across the sidewalk on the proposed Mason Street extension.
- Wayfinding on North College Avenue and the parallel pedestrian and bicycle corridors directing people how best to walk and bike between key destinations and use the parallel streets to bike the length of North College Avenue comfortably.

Investing in these parallel streets for people using active modes will make it more convenient and comfortable to move through the North College area, as well as improve the first and last mile connections to MAX stations and route 8 stops.

INTERIM PROTECTED BIKE LANES ON NORTH COLLEGE AVENUE

As an interim solution to address user comfort for people biking on North College Avenue, this plan recommends that the wide shoulder on North College Avenue be converted into one-way protected bike lanes. The shoulders are typically 8 feet wide from curb to edge line which is adequate space for a 5- to 6-foot bike lane and a 2- to 3-foot buffer with vertical delineators. **Figure 15** shows a cross-section of the interim protected bike lanes. Eventually, once BAT lanes are added by narrowing the median, the continuous shared-use path on North College Avenue will replace the protected bike lanes.

Changes to the Master Street Plan

The map of adjacent pedestrian and bicycle networks (**Figure 14**) assumes the future construction of two roadway extensions: Mason Street and Red Cedar Court. The alignment shown in **Figure 16** differs from that currently shown in the Master Streets Plan. These alignments are recommended for a variety of reasons including equity, feasibility, and circulation.

Mason Street Extension

The Master Street Plan indicates a future extension of Mason Street from Suniga Road, to the north through the North College Mobile Home Park, across Willox Lane, across the Larimer & Weld Canal, and connecting back to North College Avenue through the Poudre Valley Mobile Home Park in Larimer County. The intention of the original Mason Street alignment was to provide a parallel street on the west side of North College Avenue for local access and circulation as an alternative to the highway. The original Mason Street alignment provided access to North College Avenue at signalized intersections as medians were implemented on North College Avenue to manage access to individual properties.

This plan recommends amending the Master Street Plan to show Mason Street’s north terminus at a future intersection with Bristlecone Drive which will have a traffic signal on North College Avenue. The remaining portion of a future parallel Mason Street can still provide access and utilities to land parcels that currently lack that infrastructure. It also would provide bicycle and pedestrian paths for local circulation without requiring the use of the highway. Because Mason Street will still provide access to North College Avenue at the same signalized intersections as previously proposed, the traffic impacts of this change will be minimal.

In the area of the North College Mobile Home Park, this original alignment is based on ideas for potential redevelopment of the east portion of the park with related drainage and utility improvements. Additionally, new access to a traffic signal on North College Avenue would provide improved access to shopping and other destinations to the east and north. Recently, park ownership and management have changed their approach to reinvest in the east portion of the park, at the same time that affordable housing has become an increasingly critical issue which is evident by the current effort to rezone the park to Manufactured Housing (M-H), intended to preserve affordability. For these reasons, along with the community discussions for this plan, this plan recommends amending the Master Street Plan to show Mason Street’s north terminus at

Figure 15: Interim Protected Bike Lane Cross-section

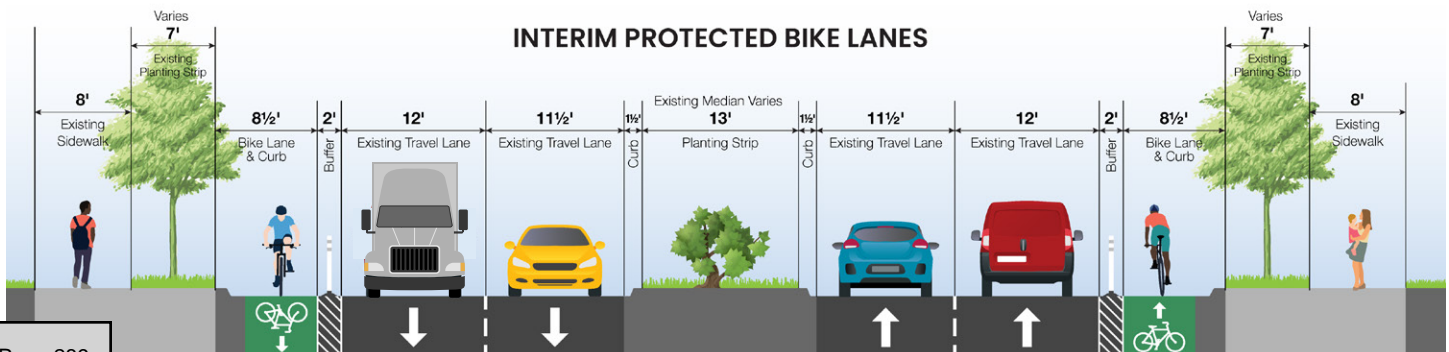
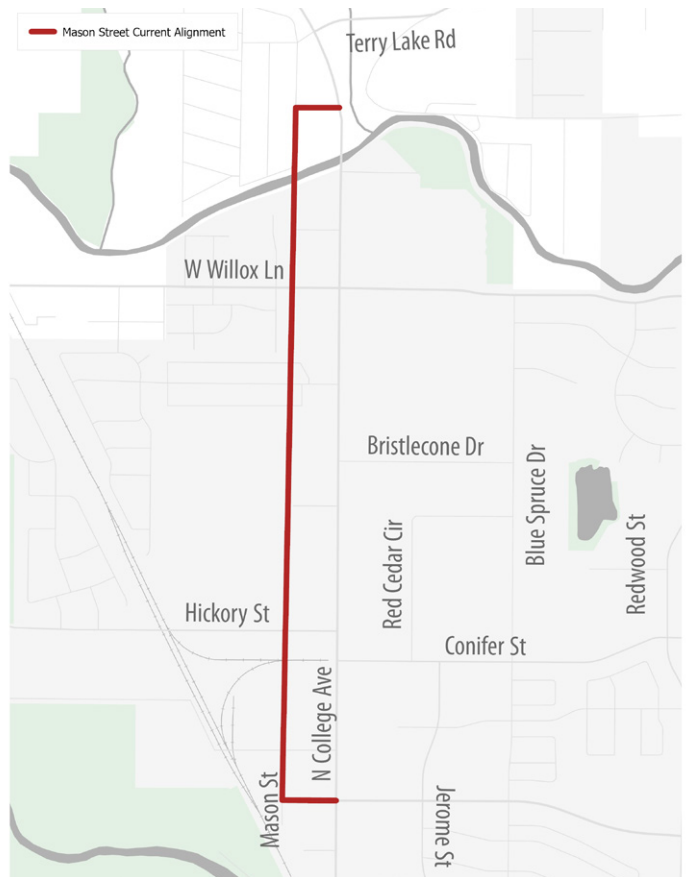


Figure 16: Original and Recommended Mason Street Alignment



a future intersection with Bristlecone Drive. This will remove the future Mason Street connection through the park.

The Master Street Plan also indicates future extension of the Mason Street alignment northward from Wilcox Lane along what is currently Wilcox Court, across the Larimer & Weld Canal with a new bridge, and then along a street through the Poudre Valley Mobile Home Park in Larimer County connecting to North College Avenue. This study recommends removing that proposed street segment because of the major difficulties and costs and minor benefits. A short segment of Mason Street was already built south of Wilcox Lane. This segment provides access to two parcels owned by the City of Fort Collins. In the future, this segment can be reconfigured as a cul-de-sac to enable turning around as well as parcel access.

While a parallel street that extends the full length of the corridor is lost with this realignment, the intent of the original alignment is still achieved. The parcels to the south of the Poudre Valley Mobile Home Park are the parcels without

existing access to North College Avenue. The proposed alignment would still provide access to those parcels. High-comfort bicycle and pedestrian infrastructure can be accommodated in the form of a shared-use path on North College Avenue north of Bristlecone Drive, rather than on a parallel street. For this reason this section of the recommended shared-use path is a near-term priority project in this plan.

Lastly, south of Conifer Street, the Mason Street extension will complement proposed medians south of Conifer Street by provided alternative access to properties currently accessed by North College Avenue.

The development of North Mason Street will likely have an alternative cross-section to the Collector identified in the Larimer County Urban Area Street Standards (LCUASS), but will still accommodate a buffered bike facility for the parallel bike network. This is to accommodate the existing businesses and property alignments, and likely low volumes of traffic.

Red Cedar Court Extension

The current alignment in the Master Street Plan for Red Cedar Court crosses Bristlecone Street to connect to Willox Lane. The new alignment, shown in **Figure 17**, would terminate Red Cedar Court as a collector street at Bristlecone Street, using Blue Spruce Drive as a continuous north-south collector street parallel to North College Avenue. Development and redevelopment north of Bristlecone Street, including redevelopment of the former Albertson's, would allow for other north-south streets connecting to Red Cedar Court.

PHASING & FUNDING SOURCES

The plan recommends a **phased approach** to implementation for the following reasons:

A major capital project was constructed on North College less than a decade ago. The construction of sidewalks, streetscape amenities, and medians was challenging for residents and businesses in the North College corridor. More major construction in the near term is not welcome.

The mid- and long-term recommendations are not yet needed in the corridor but associated conditions will be monitored to determine when they are needed.

The mid- and long-term recommendations are expensive and without meeting certain population and ridership requirements this project is not eligible for the FTA grants that typically pay for such improvements like the Small Starts grant used for the MAX BRT.

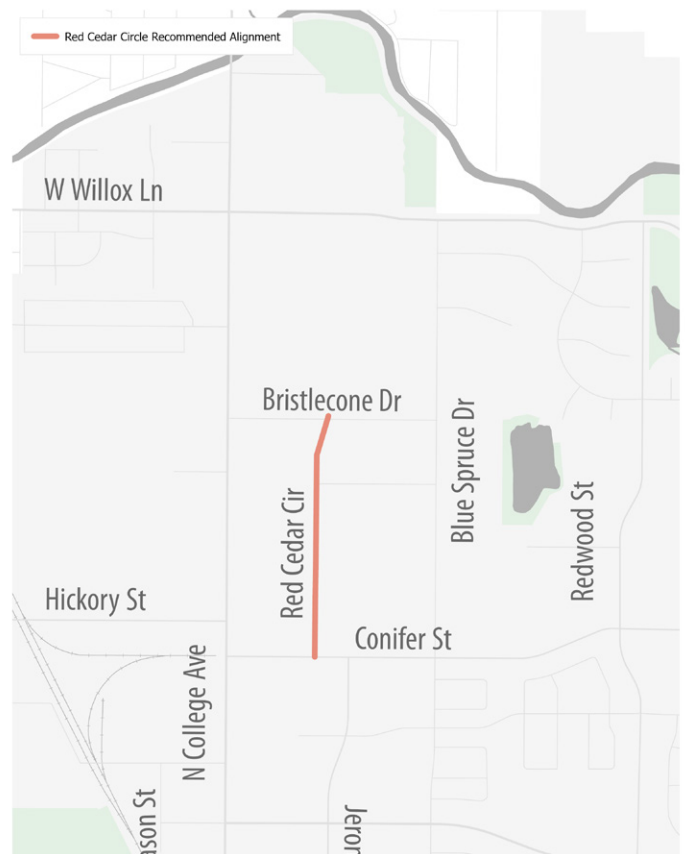
All of the transportation recommendations detailed previously are summarized and organized as near-, mid-, and long-term transportation recommendations and displayed in **Table 1**, **Table 2**, and **Table 3**, respectively. Potential funding sources and relevant partners were identified for each recommendation.

Funding Opportunity Acronyms

Below is a list of acronyms used in the recommendations tables that correspond to federal grants or other federal funding programs:

- **FTA** - Federal Transit Administration

Figure 17: Recommended Red Cedar Court Alignment



- **MMOF** - Multimodal Transportation and Mitigation Options Fund (distributed through North Front Range Metropolitan Planning Organization)
- **CMAQ** - Congestion Mitigation and Air Quality Improvement Program (distributed through North Front Range Metropolitan Planning Organization)
- **STBG** – Surface Transportation Block Grant (distributed through North Front Range Metropolitan Planning Organization)
 - » (TA) - Transportation Alternatives (a subset of the Surface Transportation Block Grant)
- **RAISE** - Rebuilding American Infrastructure with Sustainability and Equity Discretionary Grant Program (distributed by the United States Department of Transportation)

NEAR-TERM RECOMMENDATIONS

Table 1: Near-term Transportation Recommendations

Recommendation		Planning Level Cost Estimates	Relevant Partners	Potential Funding Sources
Fixed-route Transit Realignment:				
<ul style="list-style-type: none"> Create new high-frequency bus route on North College Avenue within existing general-purpose lanes at 15-minute frequency (with turnaround at Willox Lane roundabout) Realign route 8 on Blue Spruce Drive, Redwood Street, and Linden Street at 30-minute frequency Eliminate route 81 		Fleet needs: \$2.3m for battery electric buses Operating costs: neutral	Transfort	FTA 5307 Funding, MMOF, CMAQ
Micro-transit Zone		Fleet needs: \$120k Operating costs: +\$500k per year	Transfort, Ride-matching technology provider	FTA 5307 Funding, MMOF, CMAQ
Consolidate existing local bus stops into new MAX Stations at signalized intersections (with basic amenities such as shelters, benches, trash cans, and pedestrian scale lighting)		\$450k	FC Moves, Engineering, CDOT, Property owners	FTA 5339 Funding, CMAQ, STBG, RAISE
New shared use path on the west side of North College Avenue (between the canal and Hibdon Court)		\$770k	FC Moves, Engineering, CDOT, Property owners	STBG, MMOF, CMAQ, RAISE
Adopt amendments to the Mason Street realignment identified in the Master Streets Plan		No cost. Staff time only.	City Council, FC Moves, Engineering, Traffic Operations	N/A
New Signals	Suniga Road/North College Avenue	\$500k	FC Moves, Engineering, Traffic Operations	MMOF, STBG
	Bristlecone Street/North College Avenue	\$500k	FC Moves, Engineering, Traffic Operations	MMOF, STBG
Improved bicycle and pedestrian crossings	Bristlecone Drive/Red Cedar Circle	\$80k	FC Moves, Engineering, Traffic Operations	MMOF, STBG (TA), CMAQ
	Conifer Street/Red Cedar Circle/Jerome Street	\$80k	FC Moves, Engineering, Traffic Operations	MMOF, STBG (TA), CMAQ
	Hickory Street/Mason Street	\$80k	FC Moves, Engineering, Traffic Operations	MMOF, STBG (TA), CMAQ
	Suniga Road/Jerome Street	\$80k	FC Moves, Engineering, Traffic Operations	MMOF, STBG (TA), CMAQ
	Vine Drive/Jerome Street	\$80k	FC Moves, Engineering, Traffic Operations	MMOF, STBG (TA), CMAQ
New buffered or protected bike lanes	Interim one-way protected bike lanes on North College Avenue north of the railroad crossing	\$340k	FC Moves, Engineering, Traffic Operations	Local
	Jerome Street (between Conifer Street and Suniga Road)	\$25k	FC Moves, Engineering, Traffic Operations	MMOF, STBG (TA), CMAQ
	Blue Spruce Drive (between Conifer Street and Suniga Road)	\$25k	FC Moves, Engineering, Traffic Operations	MMOF, STBG (TA), CMAQ
	Bristlecone Street (between North College Avenue and Blue Spruce Drive)	\$50k	FC Moves, Engineering, Traffic Operations	MMOF, STBG (TA), CMAQ

MID-TERM RECOMMENDATIONS

The mid-term recommendations include large capital investments that will not be implemented until the following conditions are met:

- Ridership on North College BRT is at 1,000 boardings per day, or
- Traffic becomes congested to the point that intersections on North College Avenue are experiencing a level of service F, or

- The population (currently approximately 7,000) and employment (currently approximately 16,125) of the area doubles from current levels, or
- CDOT plans a major rehabilitation project for North College Avenue and this plan’s recommended improvements could occur at the same time.

Additionally, prior to any major capital project related to this plan, an Equity Analysis is recommended to identify and mitigate possible negative outcomes.

Table 2: Mid-term Transportation Recommendations

Recommendation		Planning Level Cost Estimates	Necessary Partners	Potential Funding Sources
Business Access Transit (BAT) lanes on North College Avenue (between Willox Lane and Willow Street)		\$22m	FC Moves, Engineering, Traffic Operations CDOT	FTA 5339 Funding, MMOF, STBG (TA), CMAQ, RAISE
*Increase bus frequency and service hours: <ul style="list-style-type: none"> • MAX on North College Avenue with 15-minute peak frequency • Route 8 with 15-minute peak frequency 		Fleet needs: +\$1m Operating costs: +\$1m per year	Transfort, Ride-matching technology provider	FTA 5307 Funding, MMOF, CMAQ
Creation of mobility hub near Willox Lane turnaround		No capital cost. Incorporate into redevelopment plans.	Transfort, FC Moves, Engineering, Property owners	FTA 5339 Funding, MMOF, STBG (TA), CMAQ
*Shared-use paths for the length of North College Avenue on both sides of the roadway		Included in cost of BAT lanes.	Public Works, CDOT, Property owners	MMOF, STBG, CMAQ
Fully built MAX stations with multimodal options		Included in cost of BAT lanes.	Transfort, FC Moves, Engineering, Traffic Operations, CDOT, Property owners	FTA 5339 Funding, MMOF, STBG, CMAQ
Bus turnaround north of Terry Lake Road		\$5m; does not include property.	Transfort, FC Moves, Engineering, Traffic Operations, CDOT, Adjacent property owners	FTA 5339 Funding, MMOF, STBG, CMAQ
*Construct medians south of Conifer Street		Included in cost of BAT lanes.	FC Moves, Engineering, Traffic Operations, CDOT, Property owners	MMOF, STBG (TA), CMAQ
*New buffered or protected bike lanes or shared use paths with planned roadway connections	Mason Street (between Bristlecone Street and Alpine Street)	No capital cost. Incorporate into new street construction.	FC Moves, Engineering, Traffic Operations	MMOF, STBG (TA), CMAQ
	Red Cedar Circle (between Willox Lane and Conifer Street)	No capital cost. Incorporate into new street construction.	FC Moves, Engineering, Traffic Operations	MMOF, STBG (TA), CMAQ

*Recommendations with an asterisk could be implemented before the previously listed conditions are met.

LONG-TERM RECOMMENDATIONS

Table 3: Long-term Transportation Recommendations

Recommendation	Planning Level Cost Estimates	Relevant Partners	Potential Funding Sources
Increase bus frequency to 10-minutes; re-evaluate feasibility and benefits of interlining MAX on North College Avenue with MAX on Mason Street	Fleet needs: +\$1.3m Operating costs: +\$500k per year	Transfort, FC Moves, Planning Development & Transportation	FTA 5307 Funding, MMOF, STBG, CMAQ

MAINTENANCE CONSIDERATIONS

Some of the recommendations in this plan, such as shared-use paths, landscaped medians, transit station amenities, and protected bike lanes will require more time to maintain and may require the purchase of specialized equipment, incurring higher maintenance costs. For example, based on analysis completed for the Bicycle Master Plan, the Fort Collins Streets Department estimated that it costs \$17,900 per year to sweep and plow one mile of protected bike lane compared to \$3,970 per year to sweep and plow one mile of standard bike lane.

As projects from this plan go through final design, the project management team shall work closely with the Transfort, Streets Department, Forestry, and the Parks Department to identify maintenance requirements, context appropriate materials, and maintenance responsibilities. Future budget requests should be made at the time the recommended facilities are built.







05

Urban Design & Land Use Requirements

Urban Design & Land Use Requirements

Community members expressed that their priorities included **preserving and expanding affordability for residents and local businesses, increasing density to support high-frequency transit, and redevelopment of currently vacant properties to provide new housing, services, and infrastructure improvements in the area.**

Based on community input and travel demand projections, it was determined that this plan needed to create recommendations around land use, future development, and affordability. Community members expressed that their priorities for future development in the North College Avenue area included preserving and expanding affordability for residents and local businesses, increasing density to support high-frequency transit, and redevelopment of currently vacant properties to provide new housing, services, and infrastructure improvements in the area. The existing zoning in the area does not support these ideas as effectively as it could.

CORRIDOR DENSITY AND BRT CORRELATION

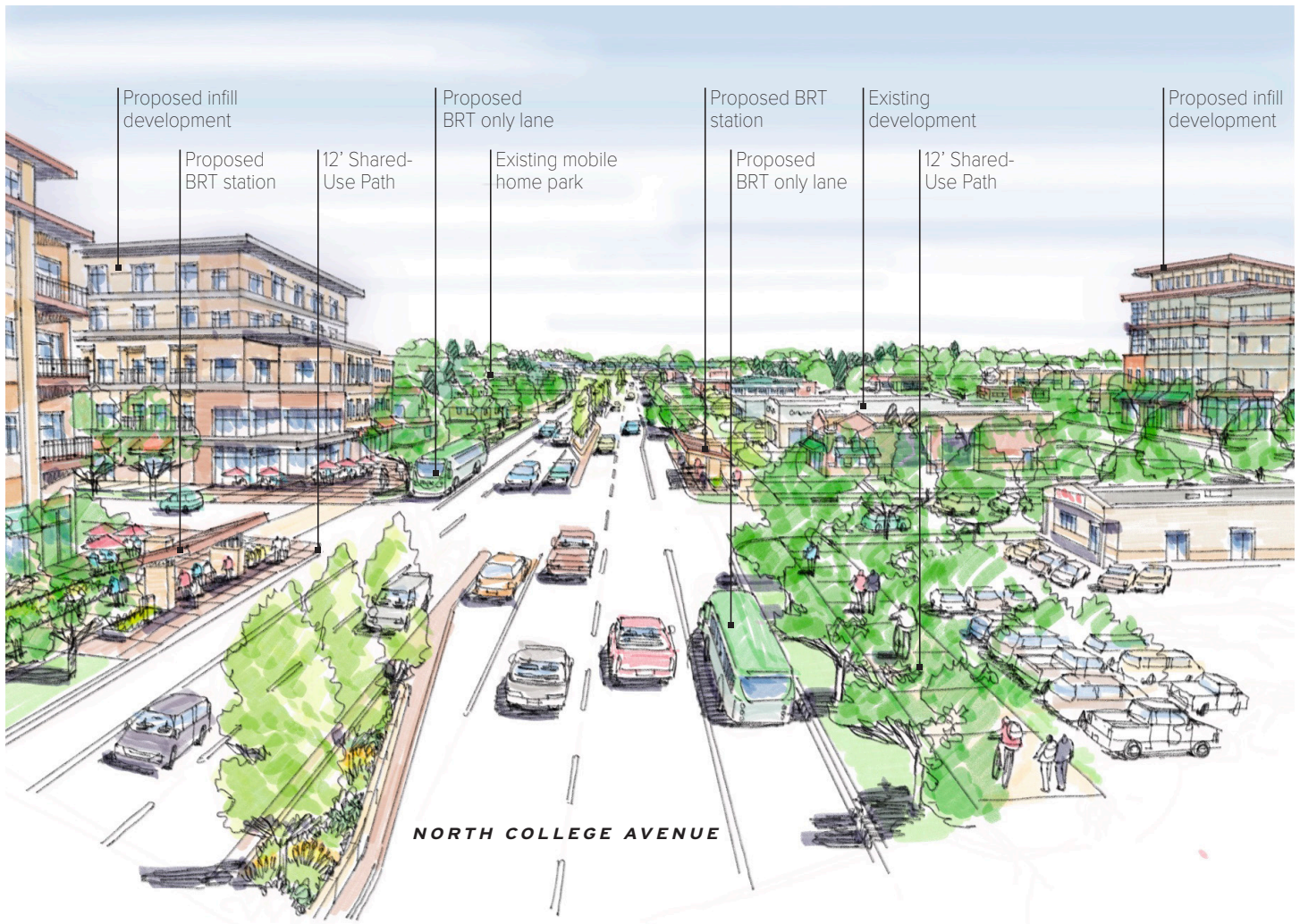
BRT corridors are typically found in more dense urban settings due to higher population and ridership demand in these areas. Low density areas lack the population for frequent ridership demand and have larger dispersal areas making accessing stations difficult. Federal grants for infrastructure improvements are awarded when there is increased ridership demand and the zoning conditions that support higher population densities. As shown in **Figure 18**, the area is currently transitioning

Figure 18: Depicts the Correlation Between Densities and Building Height Increases With the Type of Public Transit That Can Be Supported

Land Use				Transit	
Land Use Type	Example	Residents per Acre	Jobs per Acre	Appropriate Types of Transit	Frequency of Service
Downtowns & High Density Corridors		>45	or >25	BRT, High Frequency Bus, Local Bus	10 minutes or better
Urban Mixed-Use		30-45	or 15-25	BRT, High Frequency Bus, Local Bus	10-15 minutes
Neighborhood & Suburban Mixed-Use		15-30	or 10-15	Local Bus	15-30 minutes
Mixed Neighborhoods		10-15	or 5-10	Local Bus, Micro-Transit	30 minutes On demand
Single Family Neighborhoods		<10	or <5	Rideshare, Micro-Transit	On demand

The North College area's current land uses and density reflect Mixed Neighborhoods. With the recommendations of this plan, the area will transition to an Urban Mixed-Use area, compatible with BRT.

Figure 19: An artist's rendering of possible character of North College Avenue with Redeveloped and New Developed Properties That Adhere To Recommendations



from low density to medium and higher density.

The following recommendations have been developed to bring additional residential units and new businesses required along North College Avenue to support BRT operations and infrastructure.

To help address these community priorities the following policies are recommended for the North College Avenue area:

- Establish a North College Avenue specific Transit-Oriented Development (TOD) Overlay Zone
- Modify the existing 200-foot residential setback from North College Avenue
- Increase building height allowance
- Provide regional detention and reduce Low Impact Development (LID) requirements for projects that include

while also reducing development costs

- Establish connectivity requirements
- Establish outdoor space requirements for large urban buildings
- Reference River Downtown Redevelopment (RDR) architectural standards
- Create incentives to preserve existing commercial buildings and current rental rates where possible

The following sections provide more detail about each of the policies listed previously. The current Mason MAX BRT utilizes many of the same recommendations particularly in the area near Colorado State University and Downtown Fort Collins.

Figure 19 shows an artist's rendering of possible character of North College Avenue with redevelopment and new development that utilizes the recommended policies while also integrating with the existing commercial and residential of the area.

NORTH COLLEGE AVENUE SPECIFIC TOD OVERLAY ZONE

Currently the City of Fort Collins has an existing Transit-Oriented Development (TOD) Overlay Zone that runs along the Mason Street Corridor from Vine Drive to the South Transit Center. This TOD Overlay Zone includes reduced parking requirements and increased building heights that allow for additional housing units when affordable units are included. This TOD Overlay Zone is meant to encourage more dense residential developments and affordable housing that support ridership for the MAX BRT route on Mason Street.

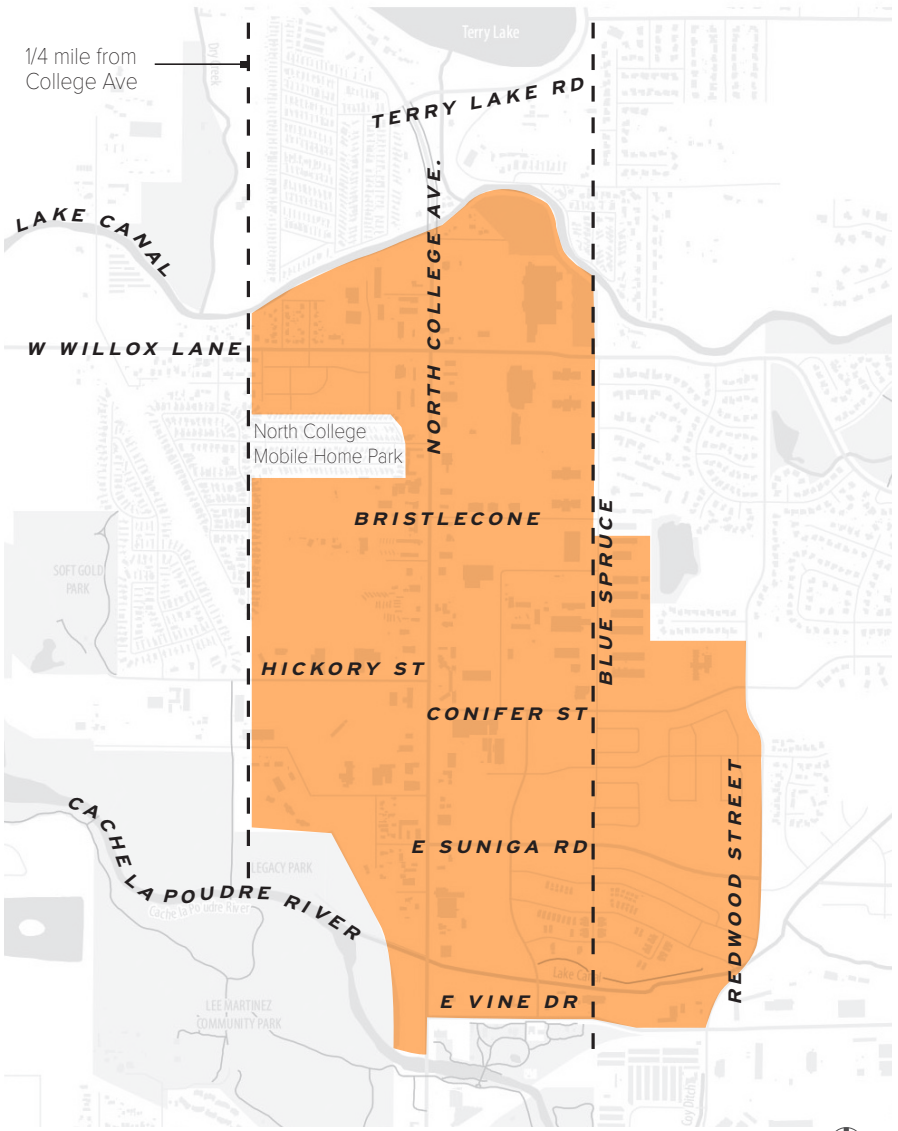
In order to facilitate denser transit-oriented development that supports public transit and provides pedestrian and bike connectivity, more open space options, and regional detention, a new TOD Overlay Zone should be established north of Vine Street to Terry Lake Road along North College Avenue. Parking reductions should be created for standard developments and decreased further when affordable housing units are included.

Figure 20 outlines the proposed area of the North College Avenue TOD Overlay Zone.

RECOMMENDATIONS:

- Limit new auto-oriented developments such as auto dealerships, car washes, etc like the current 10% limitation on auto dealerships within the zone district on North College and discourage traditional auto-oriented design like drive-thru restaurants in order to prioritize development that supports the ridership of the BRT and is more compatible with a multi-modal user group.
- Explore feasibility and costs/benefits of URA funded parking structure that could be utilized for public/affordable housing parking.
- Establish a transit-oriented development (TOD) Overlay zone or create a new zone district if deemed appropriate upon further

Figure 20: North College Avenue TOD Overlay Zone Extents



	Current City of Fort Collins Land Use Code Parking Requirement		Proposed City of Fort Collins Land Development Code Parking Requirement*	Proposed North College Ave TOD Overlay Parking Requirement	
	Non-TOD	Existing Mason TOD Overlay	Non-TOD	TOD Overlay	Any Project with Affordable Housing (applies to all units)
1-Bedroom	1.5	0.75	1	0.75	0.5
2-Bedroom	1.75	1	1.5	1	.75
3-Bedroom	2.0	1.25	2.0	1.25	1
4+-Bedroom	3.0	1.5	3.0	1.5	1.25
All Bedrooms	-	0.75	-	0.75	0.75

* The City of Fort Collins Planning Department is currently working on Land Use Code changes to encourage housing capacity and afford ability

MODIFY RESIDENTIAL SETBACK REQUIREMENT

In the 1994 zoning updates a 200-foot setback was established along North College Avenue that restricted any residential development within it. The intent of this setback was to preserve commercial uses along the corridor and recognize the impacts of the highway on livability.

In order to support the new MAX BRT route, improve streetscapes, and allow for more housing in the corridor, this setback should be modified to allow residential uses on North College Avenue when part of mixed-use developments where a portion of the ground floor is commercial. Stand-alone commercial uses should continue to be permitted.

Figure 21 and Figure 22 outline the different modifications to the setback approaches that can be used to encourage both mixed-use and commercial only developments along North College Avenue while allowing for the development of new residential units as well.

RECOMMENDATIONS:

- Allow residential development with ground floor commercial (mixed-use) within 200-feet of North College Avenue
- Commercial area should be minimum 20% of ground floor area or 20% of primary right-of-way frontage, whichever is greater
- Uses associated with residential component may not be considered as a portion of the commercial area (i.e. leasing offices, recreation facilities for residential, etc.)

Figure 21: Plan View Options for Configuring Residential and Commercial within Mixed Use Developments within 200 Feet of North College Avenue

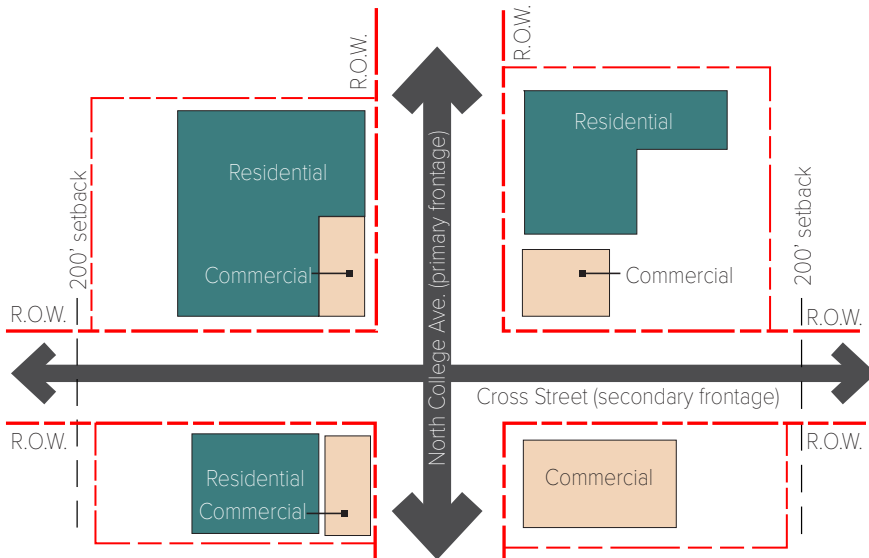
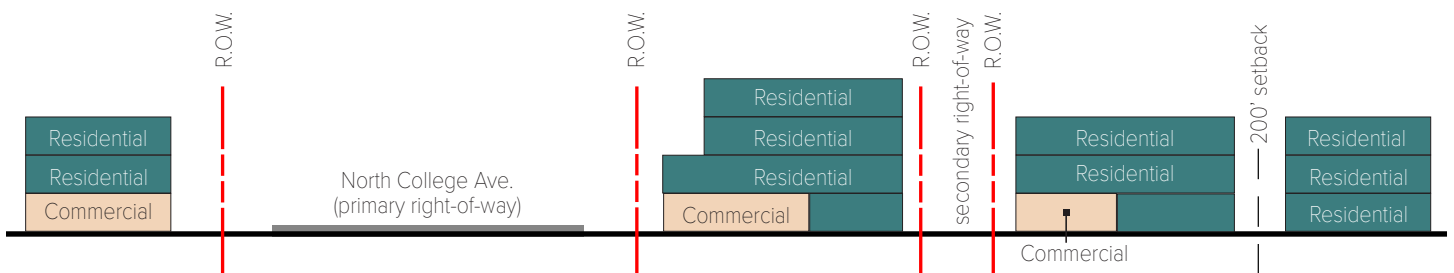


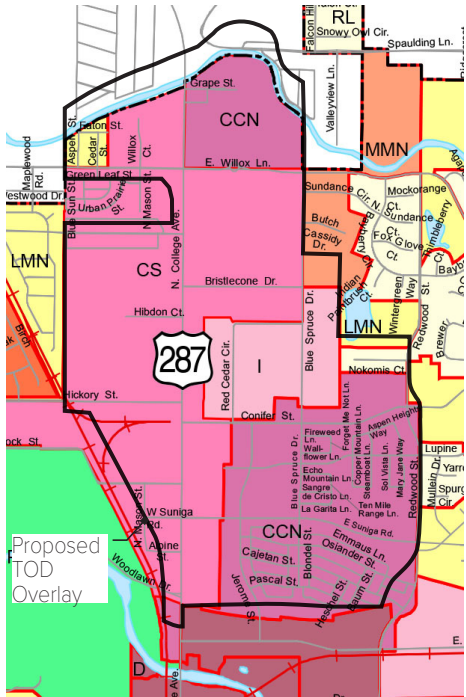
Figure 22: Section View Options for Mixed Use Development within 200 Feet of North College Avenue Showing Orientation of Commercial Uses



INCREASE BUILDING HEIGHT ALLOWANCE

Within the study area there are currently five (5) different zone districts with varying building height allowances described below and shown in **Figure 23**:

Figure 23: Zoning Map



- The Service Commercial District (C-S) district comprises much of the area and allows for a maximum building height of 3-stories
- A small portion of the north-west corner of the study area is Low Density Mixed-Use Neighborhood District (L-M-N) and has a 3-story maximum
- The Industrial District (I), also on the east side of North College Avenue allows for a maximum of 4-stories for mixed use buildings
- Two areas east of North College Avenue are zoned Community Commercial North College (C-C-N) and Downtown District (D-innovation subdistrict) and have a maximum building height of 5-stories

RECOMMENDATIONS:

- Increase building height allowance to 5-stories within the 200-foot setback of North College Avenue
- 8-stories should be permitted in all other areas of the North College Avenue TOD Overlay Zone

To promote denser development for the BRT line as well as to increase the likelihood of more affordable/attainable housing units it is recommended that within the North College Avenue TOD Overlay Zone building height allowance be increased if the share of affordable units in a development exceeds 30% (see **Figure 24**).

Building step-backs, which help reduce the perception of overall height along street frontages should be required along primary public right-of-way for buildings over 3-stories. Mixed use developments will typically require 4-5 stories in order to be financially feasible, public feedback has indicated that this is supported.

Figure 24: Building Height Sections

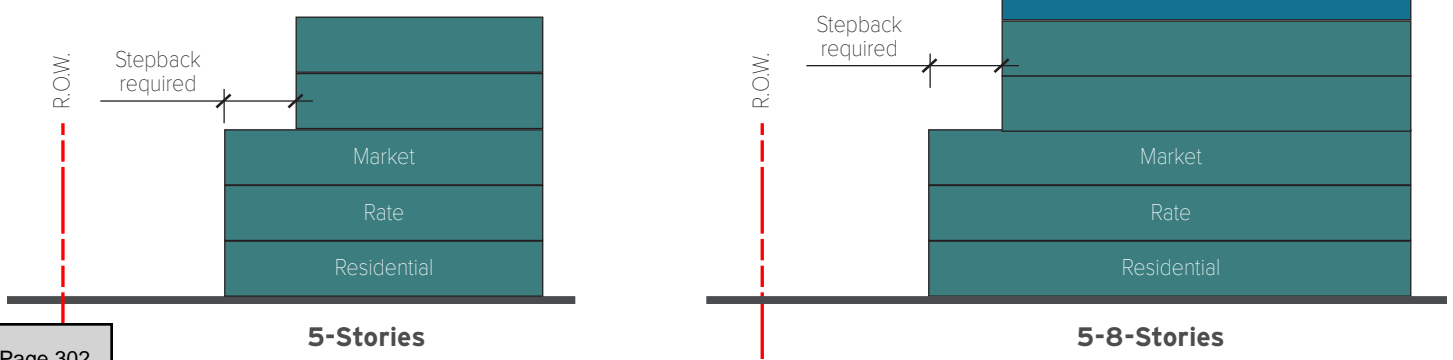
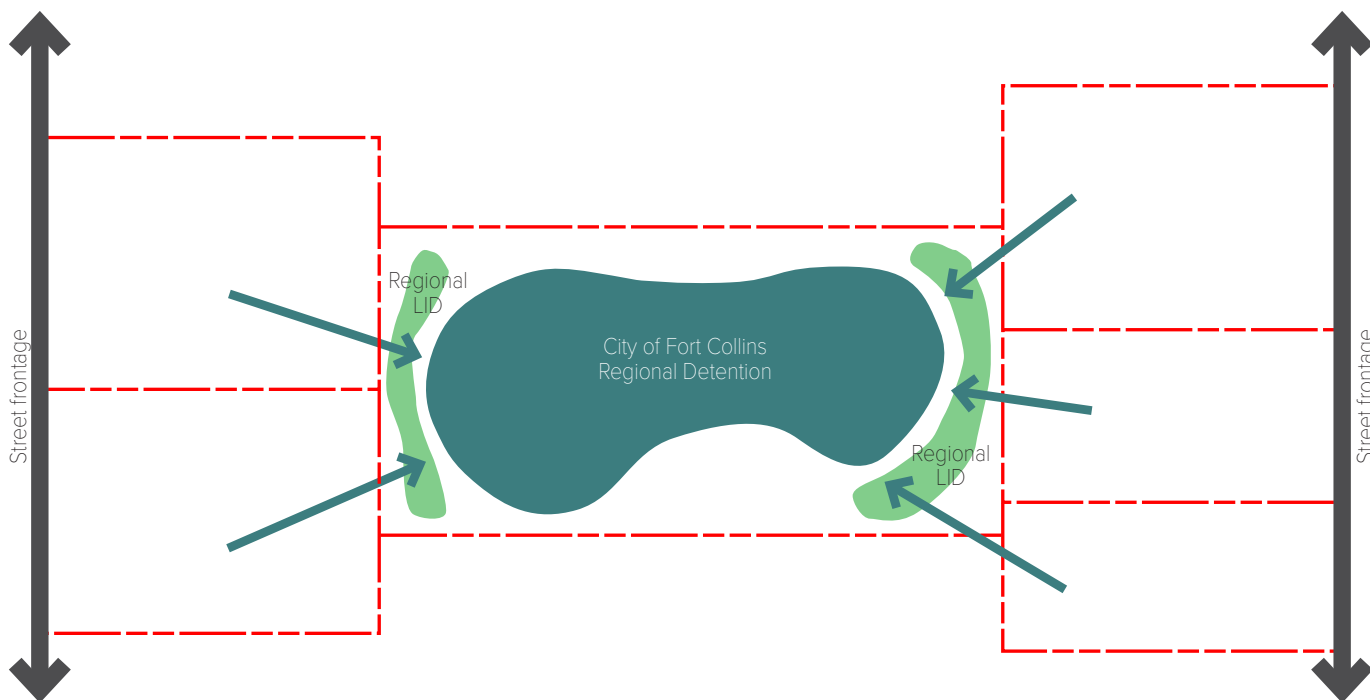


Figure 25: Regional Detention for All Development and LID for Developments with Affordable/Attainable Housing Diagram



PROVIDE REGIONAL DETENTION AND REDUCE LID REQUIREMENTS

By providing a regional detention system for all developments along North College Avenue more area could be developed on each site, reducing the overall development cost. Offsite detention reduces design fees, lowers construction and maintenance costs, allows for more densities on project sites and creates more park-like natural areas for all residents of the community

Low Impact Development (LID) stormwater treatment facilities comprise a large portion of not only a site’s area but also of the development costs. Currently each site must provide LID treatment. Allowing for LID treatment to occur in off-site detention facilities or reducing the area that needs to be treated for sites that include affordable housing will allow for less infrastructure needing to be designed, accommodated, maintained, and paid for. These saved costs promote the inclusion of affordable/attainable housing in a project.

Currently the city has secured a parcel on the west side of North College Avenue that will serve as regional detention for all the development from Bristlecone to the Poudre River. Additional efforts should continue to analyze and secure regional detention on the east side of North College Avenue.

RECOMMENDATIONS:

- Invest in additional regional detention on the west side of North College Avenue, if current Hickory Pond is not sufficient for future development (see **Figure 25**)
- Explore reduction of LID requirements for developments with more than 30% of the development’s units being affordable/attainable housing (for example, only treat vehicular areas, etc.)
- Explore centralized LID treatment within regional detention areas in lieu of “treatment train” approach of having small, isolated LID treatments for developments with affordable/attainable housing

ESTABLISH PEDESTRIAN & BICYCLE CONNECTIVITY REQUIREMENTS

North College Avenue has several locations with block lengths that are over 1,000-feet, making it difficult for bikes and pedestrians to easily move east and west from North College Avenue.

The addition of city or privately owned and maintained trail connections would ease circulation for these travel modes from the North College MAX BRT to residential units on parallel streets.

Figure 26 identifies where these connections should be made. These locations are based on current block lengths, existing building locations, existing city owned land, as well as existing and proposed streets that are east and west of North College Avenue. Easements and/or property dedication to the city should both be considered. Right-of-way dedications would ensure long term maintenance and snow removal. Figure 27 displays diagrams of what these connections may look like. Within the west area the mobile home neighborhoods would not be included in the TOD Overlay Zone. General TOD Overlay Zone recommendations are outlined here.

RECOMMENDATIONS:

- Developments within designated areas on map (Figure 26) shall be required to provide multi-modal connections from North College Avenue to parallel streets
- Dedication of 15-foot access easement or parcel to City of Fort Collins should be required to accommodate a 10-12-foot trail connection (Figure 27)

Figure 26: Multi-modal Connections and Block Lengths

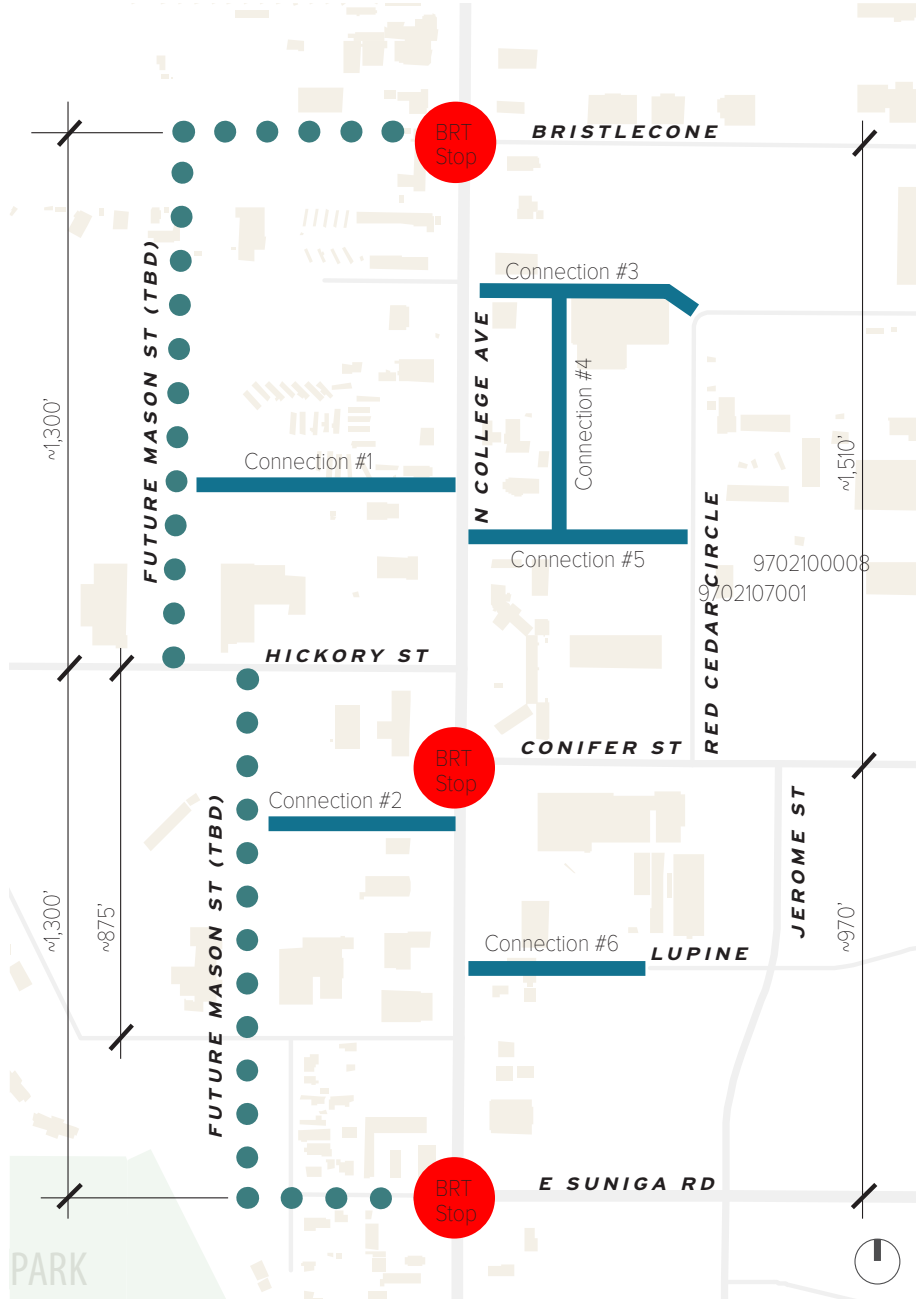
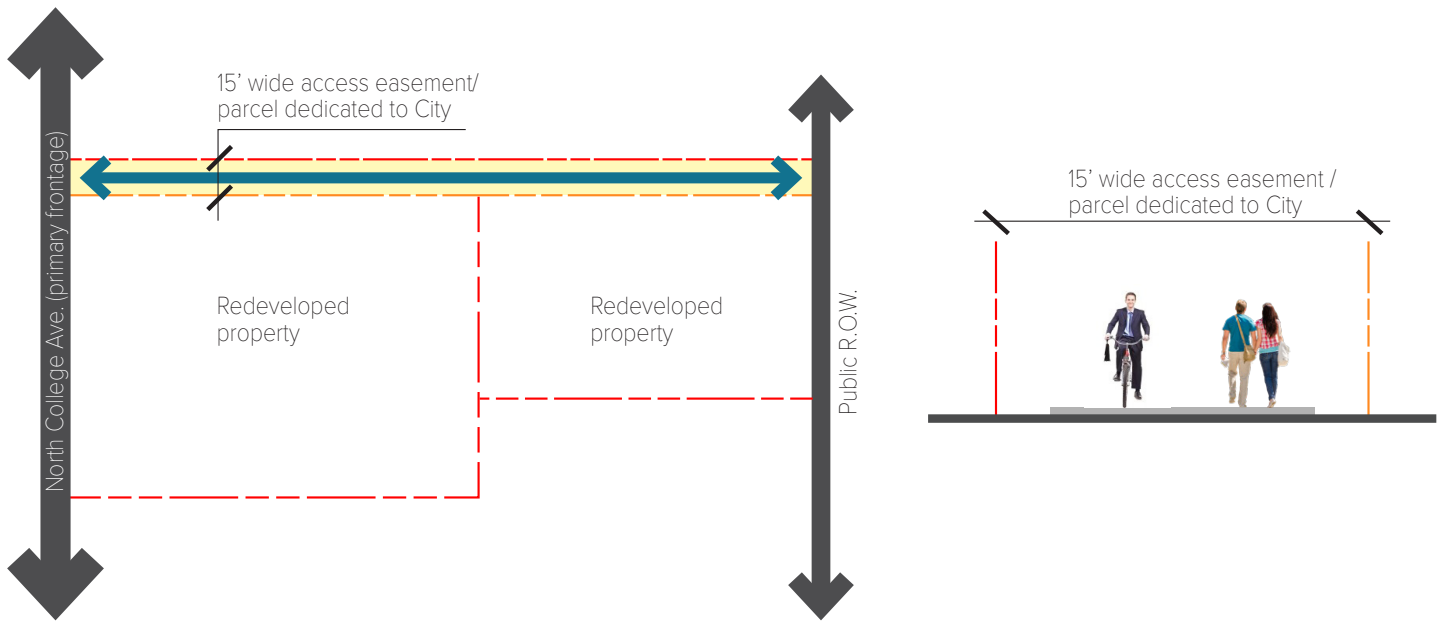


Figure 27: Example Multi-Modal Connection Plan and Section



ESTABLISH OUTDOOR SPACE REQUIREMENTS

Within the North College Avenue TOD Overlay Zone, outdoor spaces should be more urban in form with plazas, courtyards, and rooftop spaces. These types of outdoor spaces allow for gathering and refuge to activate the streetscapes and create visually appealing areas within developments. Naturalized/vegetated open spaces within the North College Avenue TOD Overlay Zone will be accomplished with the regional detention areas. **Figure 28** and **Figure 29** provide examples of how these requirements could look.

Figure 28: Example Open Space Configurations

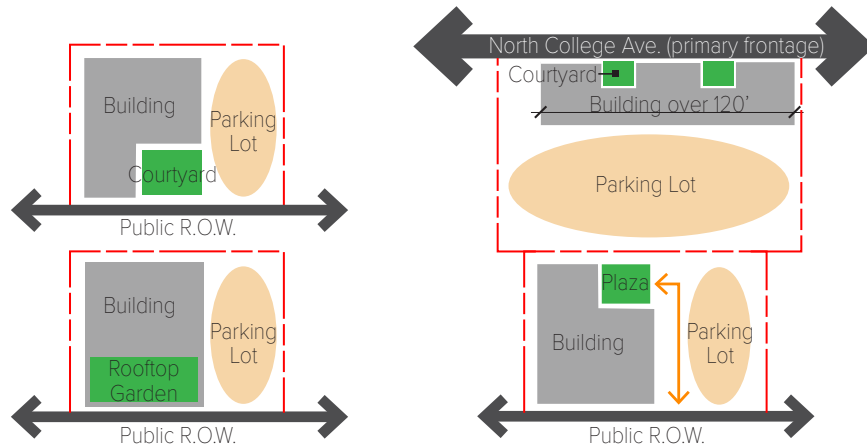


Figure 29: Example of Courtyard



RECOMMENDATIONS:

- Courtyards oriented to the primary public right-of-way on all multi-family buildings over 120-feet in length along right-of-way
- Open space credit for roof top amenities with permanent vegetation that is oriented towards the right-of-way
- Connecting walkways that have enhancements such as plazas and courtyards interior to the site
- Consider reducing the amount of open space requirements in the event that regional detention areas are created

Figure 30: Comparison of Architectural Character Images (“More of This” vs. “Less of This”)

More of This



Less of This



REFERENCE RIVER DOWNTOWN REDEVELOPMENT (RDR) ARCHITECTURAL STANDARDS

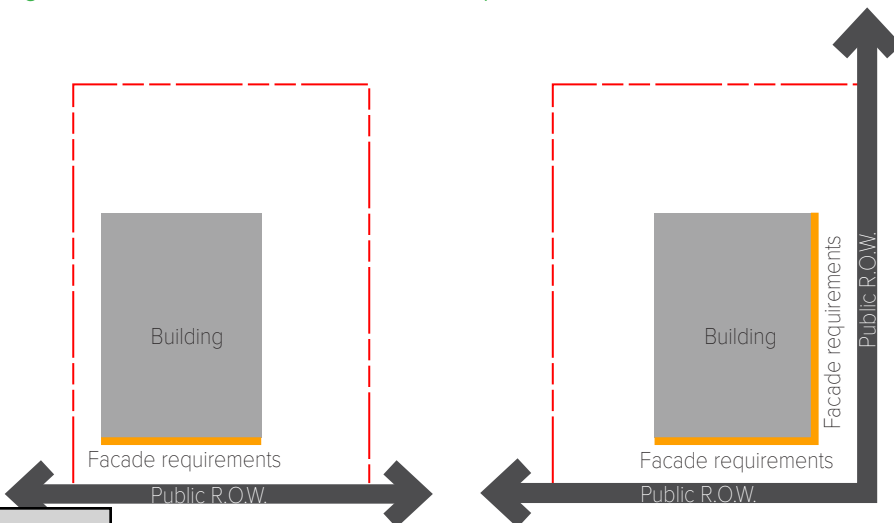
Currently architectural standards emphasize material changes and vertical articulation that generally create a complex aesthetic/appearance while increasing construction costs. In addition, all four sides of a building need to meet the materiality and articulation requirements which increase costs.

In order to encourage affordable/attainable housing and create a more simplified building aesthetic the architectural recommendations from the Fort Collins R-D-R, River Downtown Redevelopment Zone District should be referenced for the North College Avenue TOD Overlay Zone.

RECOMMENDATIONS:

- Reference Fort Collins R-D-R, River Downtown Redevelopment Zone District Architectural Design Guidelines
- Focus on street facing elevations for facade requirements (Figure 31).
- Reduce requirements for building articulation along horizontal planes.

Figure 31: Location of Architectural Facade Requirements



CREATE INCENTIVES TO PRESERVE EXISTING COMMERCIAL BUILDINGS AND RENTAL RATES

Community outreach has indicated a preference to preserve the existing businesses and commercial diversity that is due to the lower rents that are more common in this area. There is concern that redevelopment will increase rent costs and increase the likelihood that existing businesses could be displaced.

On properties where it is desired to preserve existing commercial buildings for the types of existing uses in the area, flexibility should be provided in order to maintain the existing building and allow for new development to occur.

RECOMMENDATIONS:

- Continue to allow case-by-case consideration of requirements for property upgrades “to the extent reasonably feasible”. Example of such would be adaptive re-use of an existing hotel/motel becoming multi-family
- Capture lower commercial rental rate in development agreement, similar to affordable housing deed restrictions

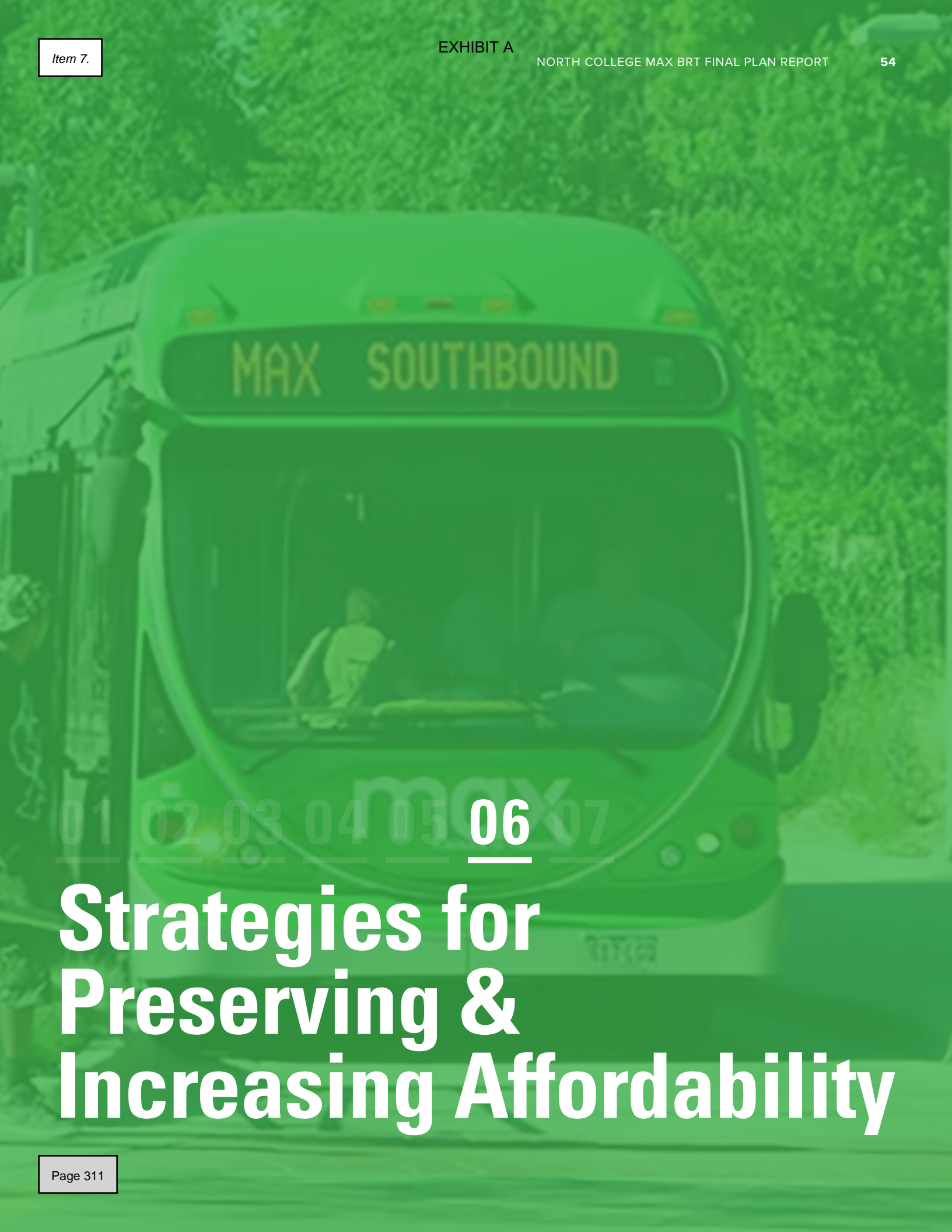
Figure 32: Possible Redevelopment while Retaining Existing Businesses



Item 7.







01 02 03 04 05 06 07

Strategies for Preserving & Increasing Affordability

Strategies for Preserving & Increasing Affordability

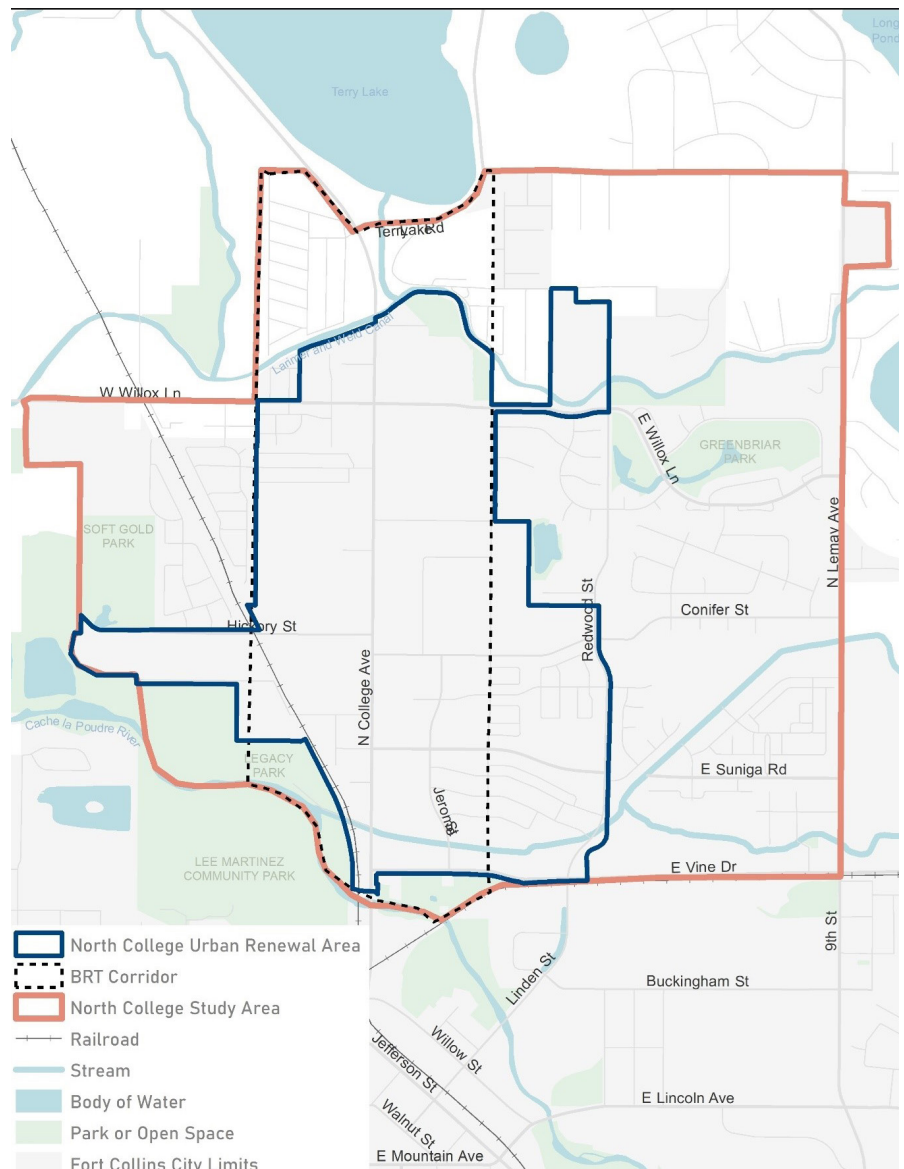
Currently the North College area is one of the most affordable neighborhoods in the city with a diverse population, including a higher percentage of Hispanic residents (44 percent) in comparison to the rest of Fort Collins' as a whole (12 percent).

The new growth occurring on the corridor has raised concerns among existing residents and businesses about the impacts of gentrification and displacement. These issues were identified through the public input gathered by this project.

This section addresses land use and development implementation strategies to improve opportunities for TOD in the North College corridor. The study area is largely contained in the North College Urban Renewal Plan Area (URA) (Figure 33) which has a focus on addressing infrastructure deficiencies and promoting redevelopment of underutilized land. Over the last 15 years, there has been a significant amount of private infrastructure investment and related private development.

Previous studies conducted by the URA as well as this TOD land use analysis have identified additional redevelopment sites with the potential for TOD-supportive medium to high density housing. The development of these properties is currently inhibited by infrastructure deficiencies, particularly the

Figure 33: North College Urban Renewal Area



lack of regional stormwater detention and the lack of local street access on the west side of North College Avenue. Addressing these infrastructure deficiencies should therefore be a priority to continuing redevelopment and growth in the corridor.

The implementation recommendations therefore seek to balance the objectives of supporting additional development and density with protecting existing affordable housing, supporting locally owned businesses, and providing future opportunities for low- and middle-income residents and employers.

AFFORDABLE HOUSING STRATEGIES AND INCENTIVES

The additional strategies for encouraging new development while maintaining and increasing affordable housing in the corridor are outlined below. As an overarching goal, it is recommended that the City establish an affordable housing goal for the study area that can be applied to future development proposals and requests for financial assistance. **An overall goal of 30 percent affordable at 80 percent AMI or below for for-sale housing and 60 percent AMI or below for rental housing is recommended,** which would be support strategies outlined in the Housing Strategic Plan. The 30 percent goal is based on the on the existing housing stock in the area which is 32 percent affordable which includes the mobile home parks and the Village on Redwood. This 30 percent affordable goal aims to maintain the current levels of affordability in the area into the future.

RECOMMENDATIONS:

Preservation of Mobile Home Parks

The City has already taken an important step in maintaining the affordable housing inventory in the corridor by rezoning the existing Hickory mobile home park to Manufactured

Housing District (MH). The other mobile home park in the North College area, North College Mobile Home Park, is currently zoned as Low Density Mixed-Use. To help maintain the existing affordable housing inventory in the corridor, the North College Mobile Home Park is also recommended to be rezoned to MH. This zoning action would give greater protection to this inventory of affordable housing and would require a landowner or developer to rezone the property if it were to propose redevelopment.

Land Bank

Another important step towards affordable housing was the acquisition of a 5-acre parcel at 1475 North College Avenue by the Fort Collins Land Bank to be held for a future affordable housing development. The Land Bank Program was established in 2001 to purchase properties in the path of development that, due to a lack of infrastructure or other constraints, could be acquired at a discount; and when the properties appreciate in value five or more years later, sell them below market value to allow for the development of affordable housing. The program can sell properties at a maximum of 90 percent of market value, although many land bank properties have sold at a much higher discount. The North College Avenue site in the BRT Corridor is expected to redevelop into 75 affordable housing units in the future. This property lacks access to North College Avenue and will need to be aggregated with other properties or gain easement access, or access to the recommended realignment of Mason Street, before development can occur.

The existing City Land Bank Program can be used to acquire additional properties for affordable development. As noted, the corridor is one of the more affordable areas of the city and some properties may not be currently feasible for development given existing infrastructure constraints. There may therefore be opportunities to acquire additional properties at a discounted price for future development.

CASE STUDY WHEAT RIDGE URA AFFORDABLE HOUSING

In recent years, URAs throughout the state have been using URA funds to support the development of affordable housing. URAs have started to make it a priority to provide gap financing for projects within their boundaries that include affordable housing. A recent example took place in Wheat Ridge, CO where Renew Wheat Ridge, the City's URA program, provided TIF funds to support the conversion of an older 108-room hotel into 97 multifamily units for workforce housing. The new residential development, Prospect Park Apartments, includes studio, 1-, and 2-bedroom units at rental rates below market rate for the local workforce. It also has residential amenities with a fitness room, co-working space, storage units, and dog park. The developer received financial gap assistance from the URA to provide the additional improvements and amenities. The City and the developer worked together to create an affordable housing development that met the standards of the City with below market rents, exterior improvements, and residential amenities. The hotel conversion cost approximately \$10.7 million to develop and received \$400,000 in public subsidy as a TIF reimbursement.

NORTH COLLEGE URBAN RENEWAL AUTHORITY

The North College Urban Renewal Authority (URA) was established in 2004 and encompasses most of the North College MAX BRT Corridor. The URA has 7 years left to generate and collect tax increment financing (TIF) dollars from new development and redevelopment within the URA boundaries. The URA has approximately \$20 million of TIF funds that must be used before the URA expires in 2029 to support specific priorities within the plan area. Any remaining funds at expiration will be remitted back to each taxing entity. The URA is not a durable long-term source of funding, but it can support specific projects and goals before its expiration.

The North College URA adopted a Community Investment Plan in 2020 that provides guidance on how to invest unpledged TIF dollars through the duration of the URA. The Plan identifies three main priority areas:

- Complete, Vibrant Neighborhood
- Community Hub
- Infrastructure Improvements

Each priority area includes an investment plan with short-, medium-, and long-term strategies and a recommended revenue allocation. Specific recommendations from the Community Investment Plan also support affordable housing strategies and incentives included in this section such as, small business support, acquire property for redevelopment, repayments fund community objectives, forge development partnerships, continue and complete infrastructure projects, and fund legacy projects.

The following sections provide specific actions recommended for the URA in support of the Community Investment Plan and redevelopment that includes affordable housing.

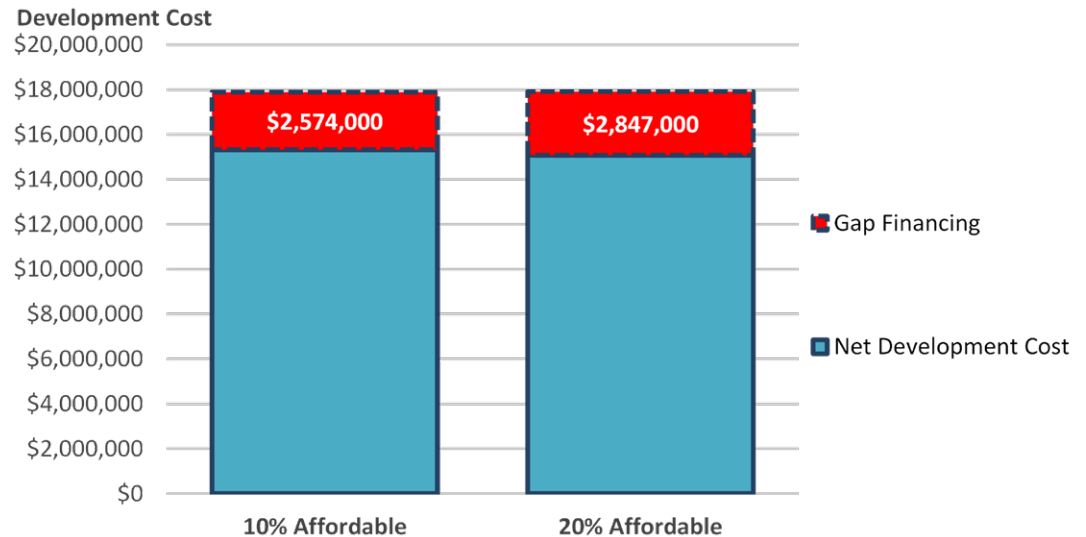
RECOMMENDATIONS:

Gap Financing for Affordable Housing

The City of Fort Collins URA has prioritized commercial and mixed-use developments. It is recommended that the North College URA provide gap financing for more residential developments that meet the affordable housing goals for the corridor.

The amount of gap financing required for residential projects with a percentage of affordable units is estimated below in **Figure**

Figure 34: Estimated Gap Financing Required for Affordability



Source: Economic & Planning Systems

34. The estimates are based on a 5-story multifamily project with 65 rental units. Two scenarios were tested with 10% affordable units (7 units) and 20 percent affordable units (13 units). Both scenarios apply the TOD Overlay recommendations of increased density to 5-stories and parking reductions for affordable housing developments. Each scenario requires a subsidy to reach a developer return within industry standards. The 10 percent affordable scenario requires approximately \$2.6 million in subsidy or \$40,000 per unit, which is about 13 percent of the total development costs. The 20 percent affordable scenario requires approximately \$2.9 million in subsidy or \$44,000 per unit, which is about 16 percent of the total development costs.

Key Infrastructure Projects

The west side of North College Avenue has various detriments for development due to the lack of key infrastructure. Regional stormwater improvements are needed to allow for new development of significant density and scale. Additionally, there are multiple sites that lack street frontage or connection to North College Avenue and require street connections or easements. The URA could provide funding to support stormwater, and street connections to help catalyze development on the west side of North College Avenue. The proposed Mason Street Extension is a key infrastructure project that would improve access for parcels west of North College with a future intersection at Bristlecone Drive with a traffic signal on North College Avenue. Additionally, the City owns a parcel west of North College Avenue that has plans for stormwater improvements that would benefit surrounding properties in the area. It is recommended to continue to invest in regional stormwater solutions and street accessibility improvements for the west side of North College Avenue.

New URA Plan

The City should consider creating a new urban renewal plan in the North College corridor to implement the recommendations of the existing URA plan and this study beyond its

iration. The expected growth over

the 2020-2045 time period will not support BRT investment unless development forecasts and area densities are increased. The feasibility of a new urban renewal area and plan should be explored through discussions with each taxing entity. With the revised state statute, C.R.S. 31-25-107 (3.5), each taxing entity must agree to inclusion in the tax increment financing (TIF) and a county impact report is required. Additionally, a new blight study and plan is required to establish a new URA. It is recommended to focus on areas of the corridor where redevelopment is desired, require significant infrastructure investment, and have plans for development.

Metro Districts

Larger development projects may seek to use a metro district to pay for project infrastructure costs. Fort Collins has modified its metro district service plan policies to require districts to provide “extraordinary public benefits” to be approved. These benefits can fall into the categories of Environmental Sustainability, Critical Public Infrastructure, Smart Growth Management, and Strategic Priorities, and for which there is an overall scoring system. This last category includes items such as Affordable Housing, Infill Redevelopment and Economic Health Outcomes that are applicable to the goals of this plan. A number of recently approved metro districts successfully gained affordable housing at 80 percent AMI or below (listed below). All of these developments were approved by a different iteration of the City’s metro district service plan policies, but illustrate how affordable housing goals can be met.

- Montava - 4,400 units with 10 percent being affordable (440 units)
- Waterfield - 498 units with 10 percent being affordable (50 units)
- Northfield - 442 units with 15 percent being affordable (63 units)

Additional projects in the corridor seeking metro district approvals should be required to provide affordable housing consistent with the recommended area goals.

CASE STUDY - OLDE TOWN ARVADA URA

The Arvada Urban Renewal Authority was created in 1981 and the City Center Plan Area was designated at that time. The Plan addressed building, façade, and streetscape improvements in the historic Olde Town commercial district. The Plan also assembled 26 acres of blighted land next to Olde Town that was redeveloped with infill housing. The City Center URA Plan Area expired in 2006. The City formed the Olde Town Station URA Plan Area in 2009 to address development and infrastructure needs in anticipation of the opening of the RTD Commuter Rail line and Olde Town station. The focus of the new URA was station improvements including a P3 with City, URA, and RTD to build a parking structure at the station and to support the transit-oriented development on the former RTD surface parking lot as well as adjacent private properties. Establishing the new URA required a blight study to define a boundary of eligible properties. It is a much smaller plan area but does overlap with a portion of the previous plan area.

CASE STUDY - ENGLEWOOD SMALL BUSINESS GRANTS

The City of Englewood has a Business Initiation grant program that provides grants of up to \$5,000 for a storefront business in a commercial district. The City also provides a Business Acceleration Grant of up to \$10,000 for permanent improvements to existing businesses in operation for 2+ years. In both cases, applicants must complete a business training program with SBDC and develop a business plan.

LOCAL COMMERCIAL STRATEGIES AND INCENTIVES

This section addresses strategies and incentives for commercial development, specifically balancing redevelopment and revitalization of commercial properties with the preservation of locally owned and operated retail and service businesses. A particular challenge is the preservation of local small businesses along North College Avenue, which has been magnified and compounded by the pandemic. Locally owned and locally serving retail, restaurants, and service businesses support local households and the quality of life in the community. The following strategies and incentives are recommended to help support local businesses in the area.

RECOMMENDATIONS:

New and Emerging Business Grants

Most of the available grants and loans are focused on improvements to commercial properties. It is more challenging to provide incentives to individual businesses. The primary sources of small business assistance are Small Business Development Centers (SBDC). SBDCs are a partnership of state (Colorado Office of Economic Development and International Trade), federal (Small Business Administration), and local (chambers and economic development corporations) organizations. Larimer SBDC is in Fort Collins and serves Larimer County. Some cities also provide small startup grants while others establish a revolving loan program (RLP). Fort Collins had a RLF that was established a few months prior to the pandemic, however it was suspended at that time. It is recommended the City consider bringing this program back or refocus it as grants instead of loans similar to the City of Englewood program described in the case study on this page.

Building Improvement and Redevelopment Incentives

The City and/or URA can provide grants and loans to local property owners and businesses for site and building improvements. This funding could be used for property improvements such as streetscapes, walkways, landscaping, façade repairs and enhancements, new signage, and other building upgrades to enhance the state of repair and aesthetics of businesses in the area. In 2017 and 2018, the URA offered a façade improvement program that no one took advantage of. If this or a similar program is brought back, additional promotion and education would be needed to encourage its use and effectiveness. Additionally, public assistance can be provided to support redevelopment projects including property acquisitions and gap financing using tax increment financing (TIF) to make a desirable project feasible.

Multicultural Business & Entrepreneur Center

The Multicultural Business & Entrepreneur Center (MBEC) is a free bilingual (English & Spanish) center that provides business owners and entrepreneurs easy access to business service providers, resources, mentorship and specialty training. It also connects them with critical resources to create, launch and grow a business in Fort Collins.

Capital Projects Business Liaison

This is a new position at the city who will work on the construction toolkit and help provide coordination and consistency across the city when it comes to projects that impacts businesses.

Commercial Lease Strategies

Commercial lease strategies can be used by property owners to support local businesses and mitigate the impact of high lease rates on tenants. These strategies would need to

be encouraged and potentially subsidized by the City to support and preserve economic development. Commercial lease strategies include percentage rent leases, graduated lease rates, and short-term leases.

Percentage Rent Leases

The rent paid by the tenant is based on a percentage of the sales made by the business. This often includes a base rental rate that is a reduced triple net (NNN) lease rate and can cover taxes, insurance, and maintenance. In addition to the base rate, a percentage of the revenue from sales above a set base level is paid as rent. This lease strategy works best for businesses with revenue tied directly to sales such as restaurants and clothing stores.

Graduated Lease Rates

A graduated lease can attract and support new businesses. The graduate lease structure increases rental rates as the business grows and becomes more viable. For example, a base rate in year 1 covers the costs of space (utilities, taxes, insurance, and maintenance) and then the rental rate increases annually as the business grows.

Short Term Leases

A short-term lease is typically for six months to a year and is great for pop-up businesses or incubator/start-up businesses. The rental rate is much lower than the market rate and is usually provided while recruiting a longer-term tenant.

Flexible Incubator Space

A business incubator space for local businesses was an idea that came from previous outreach done by the city to inform future Urban Renewal Authority investments. A flexible business incubator could provide space for new local businesses to get started or could be a temporary space for businesses that are displaced by redevelopment in the North College area. For displaced businesses the space could serve as a temporary location until they are able to move back to their original location once redevelopment is finished. A business incubator could be a space owned and managed by the city or an existing non-profit or could a program of rent subsidies for local businesses displaced by redevelopment until they can return to a permanent space.







01 02 03 04 05 06 07

















Summary of Recommendations & Tracking Performance

Summary of Recommendations & Tracking Performance



Table 4 displays a summarized list of all the recommendations included in this plan organized by the subject of recommendation and whether the recommendation is near-, mid-, or long-term.

Table 4: Summary of All Recommendations

Recommendation Type	Phase	Recommendation
Transportation	Near-Term	 <p>Fixed-route Transit Realignments:</p> <ul style="list-style-type: none"> • Create new high-frequency bus route on North College Avenue within existing general-purpose lanes at 15-minute frequency • Realign route 8 on Blue Spruce Drive, Redwood Street, and Linden Street at 30-minute frequency • Eliminate route 81
		 <p>Micro-transit Zone</p>
		 <p>Consolidate existing local bus stops into new MAX stations at signalized intersections (with basic amenities such as shelters, benches, trash cans, and pedestrian scale lighting)</p>
		 <p>New shared use path on the west side of North College Avenue (between the canal and Hibdon Court)</p>
		 <p>Adopt amendments to the Mason Street realignment identified in the Master Streets Plan</p>
		 <p>New signals: Suniga Road, Bristlecone Drive</p>
		 <p>Improved bicycle and pedestrian crossings: Conifer Street/Red Cedar Circle/Jerome Street, Suniga Road/Jerome Street, Vine Drive/Jerome Street, Bristlecone Drive/Red Cedar Circle, Hickory Street/Mason Street</p>
		 <p>New buffered or protected bike lanes: interim protected bike lanes on North College Avenue; Jerome Street, Blue Spruce Drive, and Bristlecone Drive</p>
	Mid-Term	 <p>Business Access Transit (BAT) lanes on North College Avenue</p>
		 <p>Increase bus frequency and service hours: MAX on North College Avenue with 15-minute frequency and route 8 with 15-minute frequency</p>
		 <p>Creation of mobility hub near Willox Lane turnaround</p>
		 <p>Shared-use paths for the length of North College Avenue on both sides of the roadway</p>
		 <p>Fully built MAX stations with multimodal options</p>
		 <p>Bus turnaround north of Terry Lake Road</p>
		 <p>Construct medians south of Conifer Street</p>
Long-Term	 <p>Increase bus frequency to 10-minutes; re-evaluate feasibility and benefits of interlining MAX on North College Avenue with MAX on Mason Street</p>	

Recommendation Type	Phase	Recommendation
Development Requirements	Near-Term	Establish North College area specific TOD Overlay
		Modify residential setback from College Ave
		Increase building height allowance
		Establish connectivity requirements
		Establish outdoor space requirements
		Establish requirements for building dominant block faces
		Adjust Architectural Standards
Strategies for Preserving & Increasing Affordability	Near-Term	Identify opportunities to use the Urban Renewal Authority's financing tools to encourage affordable development in the area
		Require metro districts created for large developments to provide specific and considerable public benefits
		Rezone the North College Mobile Home Park to the Manufactured Housing District
		Continue to leverage the city's existing land bank
		Establish an affordable housing goal for the study area
		Encourage and subsidize commercial lease strategies where appropriate
		Develop new and emerging business grants for local businesses
		Provide incentives for building improvements and redevelopments for local businesses



TRACKING PERFORMANCE

As the recommendations in the North College MAX BRT Plan are implemented, tracking the performance of improvements will be important. Tracking different performance measures will help ensure the project is addressing community concerns and serving community needs. Performance measures should measure the effectiveness of improvements achieving the corridor vision and addressing the identified need, both of which are included in the beginning of this document. The following is a list of potential performance measures the City of Fort Collins can track over time to ensure improvements are addressing the needs they were intending to and providing a direction for adjustments if they are not performing up to expectations.

- **Mode-share**

Tracking the percentage of trips by mode made to, from, and within the North College area can be an effective way to measure how convenient and comfortable the multi-modal transportation network is and how well development is serving active modes of transportation. The city can create a target for each mode to see how well improvements to transportation and land use are helping reduce the proportion of people driving alone and increasing the proportion of people using active modes and people taking transit. Changes in mode-share not only reflect the effectiveness of transportation infrastructure but also how the density, urban design, and land use mix of nearby development support transit ridership and active mode use.

- **Crash History**

Improvements to safety in the area can be monitored by tracking the number of crashes in the study area and identifying if they go down significantly after improvements are implemented. This performance measure should also look at the number of crashes involving people using active modes and the number of crashes that resulted in serious injury or death. Tracking crashes by these additional measures will provide more information

about the safety challenges occurring at each location and how well improvements address the different safety concerns.

- **Speed and Reliability of Transit**

Monitoring changes to speed and reliability of bus routes can provide important information about when additional transit improvements are needed (like BAT lanes) and whether implemented projects are successful in improving transit performance. Tracking speed and reliability is very important for people choosing to use transit so monitoring this metric is tied closely to understanding changes in ridership numbers.

- **Surveys**

Regularly surveying transit riders, residents, and employees through on-board surveys or travel surveys can provide valuable information on how well the existing transit system is serving transportation needs, as well as how comfortable and convenient it is to ride. Items to ask transit riders could include:

- » Things that are working well about current transit services
- » Improvements they would like to see to the transit system
- » Challenges they experience accessing transit
- » Needed service changes or new connections they would like to see

- **Affordability**

The city could track the efficacy of different affordability policies by tracking prices of for sale and for rent homes and retail space in the North College area and creating targets for the proportions of property that fall into different affordability ranges. This would allow the city to understand if adopted policies and new developments are helping create a healthy mix of options for people of different income levels wanting to live or operate a business in the area. An overall goal of 20 percent affordable at 80 percent AMI or below for-sale housing and 60 percent AMI or below for rental housing is recommended.

Appendix A

Public Engagement Summaries

Appendix B

Existing Conditions Report

Appendix C

Alternatives Analysis Report

Appendix D

North College Roadway Design Cutsheets

Appendix E

Conceptual Estimate of Project Cost for North College Reconstruction



AGENDA ITEM SUMMARY

City Council

STAFF

Anissa Hollingshead, City Clerk
Carrie Daggett, City Attorney

SUBJECT

Second Reading of Ordinance No. 062, 2023, Submitting to a Vote of the Registered Electors of the City of Fort Collins Proposed Amendments to Article II of the City Charter Conforming the Limits on Holding Council Office to the Limits in the Colorado Constitution Applicable to Those With Disqualifying Felony Convictions.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on April 4, 2023, sets the ballot language regarding making candidate qualifications comport with the Colorado Constitution.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

BACKGROUND / DISCUSSION

In November of 2022, the City received a letter from the American Civil Liberties Union (ACLU) advising a City Charter provision violates the Colorado Constitution. This provision, found in Article II, Section 2(b), prohibits those who have been convicted of a felony from running for or holding a position on City Council. The ACLU also asserts this provision is preempted by Colorado statute. They have successfully sued the City of Aurora regarding a similar provision. The Charter also contains a related provision in Article II, Section 18 that creates a vacancy when a Councilmember is convicted of a felony or after the City Clerk determines as much after receiving a written protest. In comparison, the Colorado Constitution, Article XII, Section 4, is more specific and provides that a person is prohibited from holding public office where that person is convicted of one or more of the following felonies: embezzlement of public monies; bribery; perjury; solicitation of bribery; or subornation of perjury.

This issue was brought to Council for discussion of the involved legal issues in Executive Session. The Council’s Election Code Committee also discussed the topic, recommending a ballot question to amend the Charter be brought to Fort Collins voters. The Council also provided direction to the City Clerk by motion under Other Business to instruct the codifier to place an editor’s note in the Charter regarding the lack of congruence with the State Constitution until an amendment can be presented to voters. The proposed Ordinance would approve a ballot question for the voters asking whether Section 2 and Section 18 should be amended to conform to the provisions of the Colorado Constitution.

CITY FINANCIAL IMPACTS

November will be a regular municipal election, conducted as a coordinated election with Larimer County. It is not anticipated placing this ballot question will have an impact on the total cost for that election. There will be minimal costs involved with updating the Charter if the question is approved by voters.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

The Council’s Election Code Committee has recommended placing this question on the ballot.

PUBLIC OUTREACH

N/A

ATTACHMENTS

1. Ordinance for Consideration

ORDINANCE NO. 062, 2023
OF THE COUNCIL OF THE CITY OF FORT COLLINS
SUBMITTING TO A VOTE OF THE REGISTERED ELECTORS OF THE CITY OF FORT
COLLINS PROPOSED AMENDMENTS TO ARTICLE II OF THE CITY CHARTER
CONFORMING THE LIMITS ON HOLDING
COUNCIL OFFICE TO THE LIMITS IN THE COLORADO CONSTITUTION
APPLICABLE TO THOSE WITH DISQUALIFYING FELONY CONVICTIONS

WHEREAS, Article IV, Section 8 of the Charter of the City of Fort Collins (“Charter”) provides that the Charter may be amended as provided by the laws of the State of Colorado; and

WHEREAS, Section 31-2-210, Colorado Revised Statutes, provides that Charter amendments may be initiated by the adoption of an ordinance by the City Council submitting a proposed amendment to a vote of the registered electors of the City of Fort Collins; and

WHEREAS, Article II, Section 2 of the Charter (“Section 2”) currently disqualifies from running for or serving on City Council any person convicted of any felony; and

WHEREAS, Article II, Section 18 of the Charter (“Section 18”) currently states that a vacancy exists when a Councilmember is convicted of a felony or is declared by the City Clerk, more than sixty days after the date of issuance of the certification of such Councilmember, to have previously been convicted of a felony pursuant to a written protest filed under Section 2; and

WHEREAS, the U.S. Court of Appeals for the Tenth Circuit and the Colorado Supreme Court have determined that the right to seek and hold public office is a fundamental civil right under federal and state law, respectively; and

WHEREAS, under Colorado law, individuals lose the rights to vote and run for public office during their incarceration for a felony conviction, and upon completion of a sentence, rights of citizenship, such as the right to run for public office, are automatically restored; and

WHEREAS, Colorado Constitution Article XII, Section 4, provides a permanent exception to the restoration of rights applies where the underlying felony conviction was for one of five listed crimes:

- a. Embezzlement of public monies;
- b. Bribery;
- c. Perjury;
- d. Solicitation of bribery; or
- e. Subornation of perjury; and

WHEREAS, broad and permanent disqualifications from office for any felony conviction, like that included in the Charter, have been subject to criticism and legal attack in recent years; and

WHEREAS, the City of Aurora recently lost a lawsuit challenging its broad disqualification provision based on the conflicting provision in the Colorado Constitution; and

WHEREAS, Council desires to amend the Charter to address the legal issue posed by the current overbroad disqualification of those with any felony conviction from running for or serving on the City Council.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That the following proposed changes to Section 2 and Section 18 of Article II of the City Charter shall be submitted to the registered electors of the City as “Proposed Charter Amendment No. 1” at the regular municipal election to be held on Tuesday, November 7, 2023:

**ARTICLE II.
CITY COUNCIL**

Section 2. - Qualifications of candidates and members; challenges.

...

(b) No person prohibited by the Colorado Constitution from serving in public office in Colorado shall be eligible to be a candidate for, or hold, the office of Councilmember.

Section 18. - Vacancies.

(a) A vacancy exists when a Councilmember:

...

(5) is convicted of a felony that disqualifies the Councilmember from serving in public office in Colorado under the Colorado Constitution, or is declared by the City Clerk, more than sixty (60) days after the date of issuance of the certificate of election of such Councilmember, to have previously been convicted of a disqualifying felony pursuant to a written protest filed under Section 2 of this article; or

...

Section 3. That the following ballot title and submission clause are hereby adopted for submitting Proposed Charter Amendment No. 1 to the voters at said election:

CITY-INITIATED
PROPOSED CHARTER AMENDMENT NO. 1

Shall Section 2 and Section 18 of Article II of the Charter of the City of Fort Collins, disqualifying anyone convicted of any felony from running for or serving on City Council, be amended to conform the City Charter to the Colorado Constitution, which specifies felonies resulting in disqualification from office in Colorado (currently including embezzlement of public monies, bribery, perjury, solicitation of bribery and subornation of perjury)?

_____ Yes/For
_____ No/Against

Introduced, considered favorably on first reading, and ordered published this 4th day of April 2023, and to be presented for final passage on the 18th day of April, 2023.

Mayor

ATTEST:

City Clerk

Passed and adopted on final reading on the 18th day of April, 2023.

Mayor

ATTEST:

City Clerk

AGENDA ITEM SUMMARY

City Council



STAFF

Katie Donahue, Director, Natural Areas Department
 Barb Brock, Financial Analyst II, Natural Areas Department
 Ingrid Decker, Legal

SUBJECT

First Reading of Ordinance No. 063, 2023, Appropriating Prior Year Reserves in the Natural Areas Fund and the Sales and Use Tax Fund for the Purpose of Land Conservation, Visitor Amenities, Restoration and Other Related Natural Areas Stewardship Activities Not Included in the 2023 Adopted City Budget.

EXECUTIVE SUMMARY

The purpose of this item is to appropriate \$10,844,479 in prior year reserves in the Natural Areas Fund and \$1,258,071 in prior year reserves in the Sales and Use Tax fund to be transferred to the Natural Areas Fund. These appropriations are for land conservation, visitor amenities and restoration of wildlife habitat, as well as other Natural Areas Department stewardship activities to benefit the residents of Fort Collins.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

The purpose of this item is to appropriate \$12,102,550 in unspent funds and unanticipated revenues in the Natural areas Fund to fund land conservation, restoration of wildlife habitat, trails and visitor amenities, special projects and other NAD needs to benefit the residents of Fort Collins. Funding for the Natural Areas Department (NAD) for purposes other than capital projects lapses each year if not spent. Unspent prior year funds and unanticipated revenues need to be appropriated into the following year's budget before they can be used.

In addition, the sales and use tax revenue received in 2022 was higher than projected and existing appropriations were not adequate to make the full transfer from the Sales and Use Tax Fund to the Natural Areas Fund for the one quarter cent Natural Areas tax in the amount of \$1,258,071.

Of the total appropriation \$10,100,000 will be used for land conservation. With over \$10 million in land acquisitions under negotiation, it is likely that most of these funds specifically for land conservation will be spent in 2023.

The funds for NAD come from the following designated sources of revenue: the City - Open Space Yes! ¼ Cent sales tax; the Larimer County - Help Preserve Open Space ¼ cent sales tax; and miscellaneous

anticipated and unanticipated revenues. All these funds are restricted to the purposes of the NAD, including unanticipated revenues, which consist generally of income from sales tax revenues, sale of easements and leases, and grants. The prior year reserve funds being appropriated in this Ordinance are more specifically described as:

\$8,788,361	Unspent 2022 Budgeted Funds – appropriated for same purpose.
\$2,056,118	Unanticipated Revenues & Unspent Funds – appropriated for new purposes.
<u>\$1,258,071</u>	Transfer from Sales and Use Tax Fund
\$12,102,550	Total Appropriation from 2022 Prior Year Reserves

The anticipated use of these funds is as follows:

- **Land Conservation** - \$10,100,000: \$7,034,186 in unspent land conservation funds plus \$3,065,814 in new funds for land conservation efforts per the Natural Areas Master Plan.
- **Resource Management** - \$400,700: \$55,700 to carryover the unspent donation from the West Vine neighborhood for the restoration of Kestrel Fields; \$100,000 for demolition of structures, when needed, for new acquisitions, \$40,000 for additional fencing needs, \$60,000 for breeding bird data analysis and \$145,000 in restoration seed purchases.
- **Planning and Special Projects** - \$816,850: \$804,000 for future major restoration projects and \$12,850 in undistributed Enhancement Grant Funds.
- **Trails and Visitor Amenities (TVA)** - \$660,000 in unspent TVA funds for improvements at Gateway Natural area, opening of Kestrel Fields Natural area and other minor TVA projects.
- **Rangers** - \$100,000: Communication equipment replacing seven Motorola pac set radios, and eight mobile mounted Motorola radios no longer supported for service and one DVRS repeater to allow radio communication to and from Gateway Natural Area for the first time.
- **Department Management** - \$25,000 for additional furniture for reconfigured new spaces.

CITY FINANCIAL IMPACTS

The appropriation Ordinance increases 2023 appropriations in the City’s Natural Areas Fund by \$12,102,550. The requested total appropriation of \$12,102,550 in the Natural Areas Fund represents 2022 appropriations that were unspent and unencumbered at year-end in addition to 2022 unanticipated revenues and new appropriations from the Natural Areas Fund Balance. The proposed Ordinance also increases the total appropriations in the Sales and Use Tax Fund by \$1,258,071 to be transferred to the Natural Areas Fund. All these funds are restricted to the purposes of the Natural Areas Fund.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

The Land Conservation and Stewardship Board met on April 12, 2023 and unanimously recommended that Council approve this appropriation.

PUBLIC OUTREACH

Natural Areas Funds will be spent in alignment with the Natural Areas Master Plan, which was extensively reviewed by the public prior to its adoption in October 2014.

ATTACHMENTS

1. Ordinance for Consideration
2. Land Conservation and Stewardship Board Minute, April 12, 2023 (excerpt)

ORDINANCE NO. 063, 2023
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROPRIATING PRIOR YEAR RESERVES IN THE NATURAL AREAS FUND AND THE
SALES AND USE TAX FUND FOR THE PURPOSE OF LAND CONSERVATION,
VISITOR AMENITIES, RESTORATION AND OTHER RELATED NATURAL AREAS
STEWARDSHIP ACTIVITIES NOT INCLUDED IN THE 2023 ADOPTED CITY BUDGET

WHEREAS, the City is committed to preserving natural areas and providing educational, interpretive and appropriate recreational opportunities to the public; and

WHEREAS, Natural Areas programming implements open land conservation priorities identified in the City’s Comprehensive Plan by purchasing conservation easements or other interests in key natural areas, community separators, or other open lands; providing stewardship for lands purchased; public engagement and educational programs; and developing trails, interpretive features and other amenities for public use; and

WHEREAS, the Natural Areas Department is funded primarily through the collection of City Open Space – Yes! sales and use tax revenue, as well as revenues from the Larimer County Help Preserve Open Space sales and use tax, investment earnings, and other miscellaneous revenues deposited in the Natural Areas Fund; and

WHEREAS, 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 of such funds for expenditure as may be available from reserves accumulated in prior years, notwithstanding that such reserves were not previously appropriated; and

WHEREAS, Article V, Section 11 of the City Charter requires all appropriations unexpended or unencumbered at the end of the fiscal year lapse to the applicable general or special revenue fund, except appropriations for capital projects and federal or state grants do not lapse until completion of the capital project or expiration of the respective grant; and

WHEREAS, the City Manager has recommended the appropriation from prior year reserves in the Natural Areas Fund of \$10,844,479, comprised of unspent and unencumbered appropriations from 2022, and

WHEREAS, the City Manager has recommended this appropriation and determined that this appropriation is available and previously unappropriated from the Natural Areas Fund and 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; and

WHEREAS, 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; and

WHEREAS, the City Manager has recommended the transfer of \$1,258,071 from the Sales and Use Tax Fund to the Natural Areas Fund and determined that the purpose for which the transferred funds are to be expended remains unchanged; and

WHEREAS, the appropriations described herein shall be used for land conservation, resource management, planning, construction of trails and other visitor amenities, restoration of wildlife habitat, and other Natural Areas Department programs and activities to benefit the residents of the City, in accordance with the Natural Areas Master Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That there is hereby appropriated from prior year reserves in the Natural Areas Fund the sum of TEN MILLION EIGHT HUNDRED FORTY-FOUR THOUSAND FOUR HUNDRED SEVENTY-NINE DOLLARS (\$10,844,479) to be expended in the Natural Areas Fund for land conservation, resource management, planning, construction of trails and other visitor amenities, restoration of wildlife habitat, and other Natural Areas Department programs and activities to benefit the residents of the City, in accordance with the Natural Areas Master Plan.

Section 3. That there is hereby appropriated from prior year reserves in the Sales and Use Tax Fund for transfer to the Natural Areas Fund the sum of ONE MILLION TWO HUNDRED FIFTY-EIGHT THOUSAND SEVENTY-ONE DOLLARS (\$1,258,071) and appropriated therein to be expended in the Natural Areas Fund for land conservation, resource management, planning, construction of trails and other visitor amenities, restoration of wildlife habitat, and other Natural Areas Department programs and activities to benefit the residents of the City, in accordance with the Natural Areas Master Plan.

Introduced, considered favorably on first reading, and ordered published this 18th day of April, 2023, and to be presented for final passage on the 2nd day of May, 2023.

Mayor

ATTEST:

City Clerk

Passed and adopted on final reading on the 2nd day of May, 2023.

Mayor

ATTEST:

City Clerk

AGENDA

CITY OF FORT COLLINS • BOARDS AND COMMISSIONS



Land Conservation & Stewardship Board

Regular Meeting/Hybrid in person/ Zoom

1745 Hoffman Mill Road/Main Office Conference Room

April 12, 2023

Public Participation (Phone): If you do not have access to the internet, call the Board Staff Liaison, Katie Donahue, at 970-416-8067.

Please indicate that you want to participate in the Board public participation by phone and give your name and phone number. If you get a voicemail message, please leave the same information.

Once you have given this information (in person or by message), a staff person will provide you with the phone number and code that will allow you access to the Zoom meeting. As listed above, the meeting will be available beginning at 5:30 pm . For public comments, the Chair will ask participants to click the “Raise Hand” button to indicate you would like to speak at that time – phone participants will need to hit *9 to do this. Staff will be moderating the Zoom session to ensure all participants have an opportunity to address the Committee. Once you join the meeting: **keep yourself on muted status.**

Documents to Share: If residents wish to share a document or presentation, the Staff Liaison needs to receive those materials via email by 24 hours before the meeting.

Individuals uncomfortable or unable to access the Zoom platform or unable to participate by phone are encouraged to participate by emailing general public comments you may have to Katie Donahue, kdonahue@fcgov.com. The Staff Liaison will ensure the Board receives your comments. If you have specific comments on any of the discussion items scheduled, please make that clear in the subject line of the email and send 24 hours prior to the meeting.

CALL TO ORDER: 5:30 PM

1. ROLL CALL & INTRODUCTIONS
2. AGENDA REVIEW
3. COMMUNITY MEMBER PARTICIPATION
4. APPROVAL OF MINUTES
5. ACTION ITEMS

Natural Areas 2022 Reappropriations	Barb Brock	15 min
Draft 1041 Regulations	LCSB	10 min

April 12, 2023

MINUTES

CITY OF FORT COLLINS • BOARDS AND COMMISSIONS



Land Conservation & Stewardship Board

Regular Meeting/Hybrid in person/ Zoom

April 12, 2023

Annual Appropriation of Prior Year Reserves

Barb Brock, Financial Analyst II explained to the LCSB that funding for the Natural Areas Department (NAD) for purposes other than capital projects lapses each year if not spent. Unspent prior year funds and unanticipated revenues need to be appropriated into the following year's budget before they can be used. The purpose of this item is to appropriate \$12,102,550 in unspent funds and unanticipated revenues in the Natural Areas Fund to fund land conservation, restoration of wildlife habitat, trails and visitor amenities, special projects and other NAD needs to benefit the residents of Fort Collins.

Barb Brock noted reappropriation is a routine annual process and the bulk of this year's carry-over funds are for Land Conservation. She reported a reasonable likelihood that most of these funds will be spent in 2023 with over \$10,000,000 in land acquisitions under negotiation. Barb Brock then provided a brief description of the remaining funds to be carried over to 2023 budget. She is requesting a recommendation from the LCSB to Council in support of the proposed annual appropriation of prior year reserves.

Discussion

Member Piesman asked if the Natural Areas required contribution towards the purchase of the former Hughes Stadium site had occurred. Katie Donahue clarified the City has not yet acquired the property and Barb Brock emphasized NAD has factored the potential costs into the Land Conservation budget. Member Elson asked if the total amount is similar to last year. Barb Brock replied yes and explained the most of additional carry-over this year is due to unanticipated funds; Help Preserve Open Space tax revenue was higher than expected. Chair Cunniff stated that in the past Council has asked for an explanation as to why funds were not spent in the year for which the funds were appropriated; was this still a request from Council? Barb Brock explained the memo lists unanticipated use of funds for specific work groups/projects. Chair Cunniff reiterated it is the "why" funds were not spent that Council may ask about and staff should be prepared to answer. Staff assured the LCSB they are prepared to answer questions from Council. Member Kley asked if there was balance sheet for 2022 of funding and expenditures. Katie Donahue explained this information is published in the department's annual report. She stated staff would consider making a presentation to the LCSB on department revenue and expenditures. Member Elson agreed it would be helpful to receive a refresher presentation.

Member Elson made a motion that Land Conservation and Stewardship Board recommends that City Council approves the proposed 2023 appropriation of prior year Natural Areas reserves. Member Piesman seconded the motion. The motion was approved unanimously, 7-0.

April 12, 2023



AGENDA ITEM SUMMARY

City Council

STAFF

Rachel Ruhlen, Transportation Planner
Kerri Ishmael, Senior Analyst, Grant Administration
Aaron Guin, Legal

SUBJECT

First Reading of Ordinance No. 064, 2023, Appropriating Unanticipated Grant Revenue from the Colorado Energy Office's Community Access to Electric Bicycles Grant Program for the Choose Your Ride, Shift Your Ride Program.

EXECUTIVE SUMMARY

The purpose of this item is to support the Choose Your Ride, Shift Your Ride project being administered by FC Moves in collaboration with Colorado State University in support of affordable active modes of transportation for low-income individuals by appropriating \$148,350 of unanticipated grant revenue, awarded by the Colorado Energy Office, to the Transportation Fund.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

The Choose Your Ride, Shift Your Ride project (the "Project") supports electric micromobility, including shared micromobility for the most impoverished and marginalized of the Fort Collins population. Specifically, the Project, operated in collaboration with Colorado State University (CSU), does this by providing e-bikes or Spin e-bike/e-scooter share passes to people with low incomes in Fort Collins. Choose Your Ride, Shift Your Ride recognizes that everyone has unique transportation needs and so it is tailored to the individual. Each participant will be paired with a "Bike Buddy" who will work with the participants and project managers to select the right package, whether that is e-bike ownership or a multi-year Spin pass, including proper accessories, and will receive customized training from their Bike Buddy. In addition, there will be group rides and conversations to build a community network among participants that will last beyond the one-year Project where participants can continue to support each other.

The Colorado Energy Office (CEO) recently awarded a Community Access to Electric Bicycles Grant to FC Moves to support Choose Your Ride, Shift Your Ride.

The award is based on total project costs of \$163,330, with CEO providing \$148,350 in funds and the remaining \$14,980 being provided by FC Moves as a grant match. As presented in the project Statement of Work, total project costs (\$163,330) funding for purchase of e-bikes, SPIN passes, and personalized accessories for safety and needs, costs associated with personnel time for Bike Buddies to train and

support participants, and gift card incentives to encourage participation in classes, group rides and surveys to gather project information. Notably, CEO grant funds may be expended toward a SPIN pass for up to one year; however, to make the SPIN pass option more appealing to participants, the Project intends to fund SPIN passes for participants who choose SPIN (over e-bike ownership) for up to 3 years (but this additional funding is not included as part of this appropriation item).

The required match of \$14,980 will be provided by FC Moves staff in managing this project and required reporting to CEO throughout the project period. The term of performance for the Project is from May 2023 through April 2024.

Pursuant to the State of Colorado Small Dollar Grant Terms and Conditions, and in accordance with Section 1-22 of the City Code, the City Manager has accepted the grant agreement.

CITY FINANCIAL IMPACTS

This item appropriates \$148,350 in project costs for the Choose Your Ride, Shift Your Ride project from unanticipated grant revenue from CEO.

Additionally, required matching funds in the amount of \$14,980 have already been appropriated in the 2023 Transportation Fund in the FC Moves operating budget. The total project cost is \$163,330.

This grant from the CEO is a reimbursement type grant, meaning Transportation Fund expenses will be reimbursed up to \$148,350.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

N/A

PUBLIC OUTREACH

N/A

ATTACHMENTS

1. Ordinance for Consideration
2. Statement of Work for Colorado Energy Office Community Access to Electric Bicycles Grant Award
3. State of Colorado Small Dollar Grant Award Terms and Conditions

ORDINANCE NO. 064, 2023
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROPRIATING UNANTICIPATED GRANT REVENUE FROM THE
COLORADO ENERGY OFFICE’S COMMUNITY ACCESS TO ELECTRIC BICYCLES
GRANT PROGRAM FOR THE CHOOSE YOUR RIDE, SHIFT YOUR RIDE PROGRAM

WHEREAS, FC Moves is a department within the City’s Planning, Development, and Transportation division that exists to advance mobility solutions to increase walking, bicycling, transit use, shared modes, and environmentally sustainable modes; and

WHEREAS, advancing clean and affordable transportation options like e-scooters and e-bikes is an important element in achieving FC Moves’ mission; and

WHEREAS, the FC Moves Choose Your Ride, Shift Your Ride project (the “Project”) supports electric micromobility, including shared micromobility, for the most impoverished and marginalized of the Fort Collins population; and

WHEREAS, the Project, operated in collaboration with Colorado State University, seeks to support electric micromobility and shared micromobility options by providing e-bikes or SPIN e-bike/e-scooter share passes to individuals with low incomes in Fort Collins; and

WHEREAS, the City of Fort Collins applied for and was awarded \$148,350 from the Colorado Energy Office (“CEO”) and its Community Access to Electric Bicycles Grant Program for the Project; and

WHEREAS, the CEO grant is a reimbursement type grant, meaning Transportation Fund expenses will be reimbursed up to \$148,350; and

WHEREAS, the CEO grant requires a local match of \$14,980, which already has been appropriated in the 2023 Transportation Fund in the FC Moves operating budget; and

WHEREAS, the CEO grant funds will enable the Project to subsidize micromobility and educational programming for up to forty participants who meet selection criteria that prioritizes the lowest income individuals and transportation needs that can be addressed by the Project; and

WHEREAS, the CEO grant funds will be used to provide selected participants with either e-bike ownership or free access to SPIN e-bikes and e-scooters for a one-year period; and

WHEREAS, Project funding also will be used to develop and provide supportive and educational programming to the participants; and

WHEREAS, subsidizing sustainable transportation options and providing hands-on education are proven strategies to encourage people to try and utilize other modes of transportation besides driving automobiles alone; and

WHEREAS, this appropriation benefits the public health, safety and welfare of the residents of Fort Collins and serves the public purposes of promoting environmentally sustainable mobility solutions and serving lower income members of our community; and

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

WHEREAS, the City Manager has recommended the appropriation described herein and determined that this appropriation is available and previously unappropriated from the Transportation Services Fund and will not cause the total amount appropriated in the Transportation Services Fund to exceed the current estimate of actual and anticipated revenues to be received in that fund during any fiscal year; and

WHEREAS, 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, 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; and

WHEREAS, the City Council wishes to designate the appropriation herein from the Colorado Community Revitalization Grant Program as an appropriation that shall not lapse until the earlier of the expiration of the grant or the City's expenditure of all funds received from such grant.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That there is hereby appropriated from new revenue or other funds in the Transportation Services Fund the sum of ONE HUNDRED FORTY-EIGHT THOUSAND THREE HUNDRED FIFTY DOLLARS (\$148,350) to be expended in the Transportation Services Fund for the Choose Your Ride, Shift Your Ride Program.

Section 3. That the appropriation herein from the Colorado Energy Office's Community Access to Electric Bicycle Grant Program is hereby designated, as authorized in Article V, Section 11 of the City Charter, as an appropriation that shall not lapse at the end of this fiscal year but continue until the earlier of the expiration of the grant or the City's expenditure of all funds received from such grant.

Section 4. That the City Council has reviewed the Colorado Energy Office’s Community Access to Electric Bicycle Grant Program and approves of such funding and further authorizes City staff to take appropriate action necessary to be able to expend the grant funds as contemplated by the Grant Program.

Introduced, considered favorably on first reading, and ordered published this 18th day of April, 2023, and to be presented for final passage on the 2nd day of May, 2023.

Mayor

ATTEST:

City Clerk

Passed and adopted on final reading on the 2nd day of May, 2023.

Mayor

ATTEST:

City Clerk

Statement of Work

Community Access to Electric Bicycles Grant Program

I. Project Background and Description

The Grantee was awarded funding as part of the competitive Community Access to Electric Bicycles Grant Program Request for Applications (RFA). The Colorado Energy Office (hereinafter called “CEO” or the “State”) agrees to provide funding to the City of Fort Collins (hereinafter called the “Grantee” or the “City”) for its Choose Your Ride, Shift Your Ride Program.

The Grantee shall implement a program that deploys electric bicycles and accessories using both e-bike ownership and e-bike/e-scooter share models.

- Forty individuals who meet the selection criteria for low-income community members will choose between e-bike ownership or Spin e-bike/e-scooter share passes.
- Participants will receive education and ongoing support through classes, group rides, and regular check-ins with personal “Bike Buddies.” Intense, individualized support recognizes the challenges and lack of resources faced by many individuals with low income.
- Choose Your Ride, Shift Your Ride prioritizes those with the lowest income who may not be able to afford an e-bike. This project provides participants with a transportation option for those who work early or late shifts when the transit system isn’t in operation or at other times when transit service is reduced, and prepares participants with education and a supportive community, so that if they or individuals connected to them do use the e-bike rebate, they will be more likely to be successful with their e-bikes.

II. Work Tasks, Deliverables and Timeline

Grantee shall perform the following work tasks and provide the following deliverables to CEO, each subject to CEO’s final approval and discretion. It is anticipated that the Grantee will begin work upon CEO’s issuance of a Small Dollar Grant Award.

Task 1 - Project Communication and Administration

- Following issuance of the Small Dollar Grant Award, Grantee will hold a project kick-off meeting with CEO and Colorado State University (Grantee’s partner in this project) to discuss project scope, activities and milestones, and project schedule, within two weeks of issuance of the Purchase Order.
- Grantee shall submit monthly progress reports to the CEO summarizing work accomplished to date including project status, description of the deliverables and tasks completed during the reporting period, findings or results, unanticipated outcomes or roadblocks, and next steps in the project. If work is behind schedule, a summary of reasons for delay and a plan of action to bring back on schedule will be included (template to be provided by CEO).
- Grantee will hold monthly coordination calls with CEO and other check in calls as needed.

Deliverables:

- Kick off meeting agenda one day prior to kick-off meeting and meeting minutes within two days after kick-off meeting.
- Monthly progress reports until all e-bikes are deployed.
- Monthly call summaries within two days of monthly call.

Task 2 - e-bikes, Equipment, and Accessories

The City will work with The Spoke, CSU's bike co-op, to purchase e-bikes and accessories. Since the City is partnering with CSU, The Spoke made sense and has already proven to be responsive and easy to communicate with. The Spoke uses Haro Bikes as its supplier. Haro Bikes e-bikes will be assembled by student mechanics and inspected by certified mechanics at The Spoke. Haro Bikes e-bikes include:

- Shoreline I/O Throttle
- Railer Plus I/O Throttle
- LXI I/O Throttle

The e-bikes will be selected based on participant needs and may be one of the three listed above or others provided by Haro Bikes and in stock. Haro Bikes has indicated if bikes are in stock, they will be shipped promptly and one month is sufficient lead time for shipping and assembly by Spoke staff. However, based on the Project partners' recent experience with e-bike supply, the time of year this is occurring when e-bikes are in high demand, and the increased demand due to the e-bike rebate program may result in delays that could affect the schedule.

Simple Bike Insurance will be used for theft protection. Simple Bike Insurance was recommended by Investopedia for nationwide coverage and discounts for insuring multiple bikes.

Spin passes will be provided by Spin for one year.

Accessories will be purchased through The Spoke. Accessories will vary based on participant needs, and may include GPS trackers, lights, U-lock, cable lock, helmet, cold/wet weather gear, and panniers as well as services such as maintenance vouchers (limited to one per participant), or phone plans that might be needed to successfully participate in the Project.

Amcrest GPS GL300 Tracker is an example of a rechargeable tracker that could be used for tracking trips. With 60 second updates, the battery life is 10-14 days.

Deliverables:

- Grantee shall provide a final list of equipment and accessories ordered, along with pricing, including make and model for each.
- Grantee shall provide a final list of Spin passes purchased
- Grantee shall provide a final list of participants with a list of what they were provided with (e-bike; accessories; and/or 1 year Spin pass)

Task 3 - Project Work Plan and Schedule

This section details Grantee's approach to the scope of work, including methods, tasks, timeline, and deliverables. Milestone dates are estimates. Grantee shall provide an update as part of the monthly report on how closely activities align with anticipated milestone dates.

3.1 *Participant Recruitment*

- Create an application form which includes preferred method of communication, choice of Selection Sessions (with sessions available during a wide range of times and days), and an agreement to complete required activities, allowing collection of qualitative and quantitative information in support of project outcomes and to support changes needed for future projects.
- Open the application form. The application form will be open until all slots are confirmed or until June 1, 2023.
- Invite individuals enrolled in the GetFoCo app with income <80% area median income to apply and connect with organizations that serve this population.
 - GetFoCo is an all-in-one application portal to discounted services and municipal benefits offered by the City for income-eligible residents. FC Moves staff will work with City Give to inform GetFoCo users of this opportunity.
 - Outreach to partner organizations that support low-income community members to inform them about the project and encourage them to enroll in GetFoCo to participate. Partner organizations include: Neighbor to Neighbor, La Familia, and Homeward Alliance.
- Invite CSU employees with income <80% area median income to apply.
 - CSU CARE program matches people to resources and is known by CSU community members.
- Applicants will be income-verified through the GetFoCo app or CSU CARE program.

3.2 *Recruit and train Bike Buddies*

- Grantee will prepare a detailed plan of expectations of Bike Buddies, paid volunteers who will provide individualized support to help participants be successful in using e-bikes or Spin passes for transportation, including how often they are expected to communicate with participants, how quickly and how often they should respond to questions, and the expected schedule.
- Recruit 8-13 Bike Buddies (one Bike Buddy for every 3-5 participants) from among current FC Moves Bicycle Ambassadors, including Spanish-speaking ambassadors.
- Schedule and host two-hour training sessions for the Bike Buddies, as many as needed to accommodate schedules.
- Schedule potential Selection and Distribution Sessions.

3.3 *Develop Participant Packages*

- Prepare interview questions for Selection Sessions designed to determine participants' needs.
- Select participants from among applicants, prioritizing applicants with the lowest incomes, and considering applicants' transportation needs.

- Contact selected participants to confirm Selection Sessions. Where no response is received, multiple attempts will be made to contact selected participants before dropping them from the project and making new participant selections.
- Bike Buddies, FC Moves staff, and/or CSU staff will attend Selection Sessions with participants, ensuring communication and comfort by participant in determining their needs and choice of Project offerings. FC Moves staff will work with Bike Buddies to develop a calendar of Selection Session dates, and participants will select their date at the time of their application. FC Moves and/or CSU staff will attend as many Selection Sessions as possible, but Bike Buddies will be the lead.
- FC Moves and CSU staff will work with Bike Buddies to develop individual packages and seek feedback from participants on proposed packages. The package will include e-bike or Spin pass and accessories tailored to participant needs.
- All participants will be enrolled in and trained on use of Spin Access, which provides participants an option to continue in the e-bike and e-scooter share program after this project is complete at a discounted rate.

3.4 *Participant enrollment in chosen deployment model*

Participants will attend a Selection Session with their Bike Buddy about their needs and the Project's available options. Participants will decide on the following:

- Deployment model:
 - E-bike ownership: Participants will have the opportunity to select an e-bike model that will work best for them.
 - Spin Community Passes (free e-bike/e-scooter share): participants will have the option to choose a one-year membership pass. The Spin Community Pass offers up to five (5) free 30-minute rides per day.
- Accessories: Participants will choose accessories customized to their needs. Accessories may include:
 - Trackers and subscriptions
 - Helmets
 - Locks
 - Theft insurance
 - Trailer for carrying children or cargo
 - Cold or wet weather gear
 - Mobile phone and subscription for using the Spin app and OpenPATH for those without a smartphone
 - 1 tune-up per e-Bike (ownership model deployment)
 - Other goods and services that will be needed for their successful use of their e-bike or Spin pass.
- Reporting method:
 - Mobile App (OpenPATH)
 - At Selection Session, participant will install and activate the app. Bike Buddy to provide some training on usage.
 - Bike Tracker

- Other: Bike Buddy and participant will discuss what other reporting options are available and if this option is chosen a short write-up describing the chosen reporting method will be submitted to Grantee.

The Bike Buddy and Project administrators will use this information to compile an e-bike or Spin pass package with accessories tailored to the participant, with feedback from the participant before the package is finalized. After packages are finalized, Project administrators will order the package.

3.5 *Distribution Sessions*

- During their Selection Session, participants will select a Distribution Session that is compatible with their schedule and commit to attending it.
- With support from FC Moves and CSU staff, Bike Buddies to develop individual training based on the needs of each participant that will be provided during Distribution Sessions. For example, participants who select e-bike ownership will receive training on how to securely lock up their bike and will need to demonstrate this skill. Participants who receive Spin passes will need to install and download the app to activate the pass and demonstrate that they can unlock a Spin bike or scooter, start a ride, park correctly, and end a ride. All participants will receive education on Smart Cycling principles for riding e-bikes and e-scooters. FC Moves and/or CSU staff will attend as many Distribution Sessions as possible, especially the first session for each Bike Buddy.

3.6 *Participant Support*

Participants will receive one-on-one and group support from the project to create a connected community to support their e-bike use beyond this project. This support and community will occur through:

- A Bike Buddy who will mentor up to five participants, with two one-on-one, in-person meetings (Selection Session and Distribution Session).
- Regular check-ins with the Bike Buddy.
- Regular tips and polls to encourage sharing experiences and discussions with other participants.
- Group rides and education offered at times that are compatible with participants' schedules.
- Participants may receive a gift card incentive for participating in at least 7 classes and group rides.

3.7 *Data Collection*

- During Selection Sessions, participants will choose how they wish to report trips (mobile app, tracker, or other). Those who elect to use the mobile app will download it and receive training during the Selection Session.
- Participants will track trips before and after Distribution Sessions.
- Participants who choose the tracker will receive it on their e-bike already installed.
- Bike Buddies will check in with participants on trip reporting and help troubleshoot problems.
- Ongoing communication will include reminders to report or label trips.
- Data collected to include:
 - Number of trips and miles by e-bike/e-scooter before vs. after the Distribution Session
 - Emissions and energy impact
 - Number of participants reporting trips
 - Qualitative feedback from participants

- Qualitative feedback from Bike Buddies and staff
- Participants will receive gift cards for completing 5 polls and for completing the final survey.

3.8 Evaluation

- FC Moves staff analyze and report trip data quarterly.
- Bike Buddies will report monthly on participants' experiences, such as whether the participant has responded and qualitative experiences beyond that measured by the OpenPATH app, tracker, or trip log.
- FC Moves staff will develop an end-of-project survey to assess participants' experience and e-bike or e-scooter use. The survey will include similar questions as the initial application form for before-and-after comparisons of attitudes toward riding e-bikes and e-scooters. Gift cards will be used as survey incentives.
- FC Moves staff will compile, analyze, and report survey responses.

Task 3 Deliverables:

- Summary of Bike Buddies' monthly reports to be included in monthly and quarterly reports.
- Schedule of group rides and classes. Description and summary of classes and rides included in monthly and quarterly reports.
- Brief analysis on whether participant engagement corresponded to increased e-bike and e-scooter usage to be included in final report.

Task 4 - Final Report and Quarterly Reporting

Grantee shall submit quarterly reports to CEO for one year following e-bike deployment with the first report falling at the beginning of the subsequent quarter and then each following quarter for a total of four reports. Reports shall be submitted by the end of the first month of the quarter. Reporting criteria will include, but may not be limited to, the following:

- Quantitative data as identified in Task 3
- Qualitative data as identified in Task 3
- Qualitative data including data collected through surveys, project anecdotes, and project observations
- Testimonials/Quotes including statements about the project's importance from participants that could be used for communications.
- Summary of Communications including press releases, advertising, or newsletters.
- Final quarterly report shall include a final summary of any key project insights from deployment and one year of data collection.
- At any time, the CEO may determine that additional reporting information is needed and reserves the right to request this information at any time during the reporting period.

Grantee will submit to CEO a project completion report that provides a summary account of the total work performed including all tasks contained in the project work plan. The report shall include:

- Project Summary Narrative: This should summarize the project and its achievements including, project objectives and benefits, if and how they were met, project participants, and anything else about project development and implementation.
- Project Lessons Learned: summarize project challenges and how they were overcome, findings, and recommendations for future projects. Brief analysis on whether participant engagement

corresponded to increased e-bike usage.

- Financial Status: summary of project expenditures including e-bikes and equipment, administrative costs, and any other project costs.
- Project Communication: Include a description of promotional activities including newsletter, email, or social email content, and photos documenting the project.
- Other Information: Other information as requested by CEO.

Deliverables:

- Four quarterly reports – first report is due by end of the first month following the end of the quarter in which e-bikes started to be deployed.
- Final report - due within 30 days after final quarterly report.

Project Deployment Schedule - Estimated

Task	March '23	April	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr
Spin agreement														
Recruit and train Bike Buddies														
Translate materials														
Recruit participants														
Develop individual packages														
Order and assemble e-bikes and packages														
Distribute packages														
Classes and group rides														
Ongoing communication														
Trip reporting														

estimated 30 hours/ participant, with 40 participants)			
Participant Incentives (gift cards, refreshments at classes/events)	\$3,050		\$3,050
Translation	\$1,300		\$1,300
Total	\$148,350	\$14,980	\$163,330

Match amount

In-kind staff (Administrative) time will be provided by City’s FC Moves personnel based on a TOTAL of **305 hours** from May 2023 through April 2024 using the following hourly rate for salary and % applied for fringe benefits. Per City policy, fringe benefits for classified employees includes retirement FICA, Medicare, Life insurance, long and short term disability and health benefits (medical and dental).

305 hours of staff/administrative time from May 2023 through June 2024

Hourly rate: \$39

Fringe benefit %: 25.94%

Total compensation rate = \$49.12 (based on hourly rate with applied fringe benefit %)

VI. Payment

The maximum amount payable under this Small Dollar Grant Award to Grantee by CEO shall be \$148,350, as determined by the State from available funds. Payments shall be made in accordance with the budgets described for each task herein.

Grantee shall submit monthly invoices on a time and materials basis according to the budget above. Grantee shall provide a schedule of values substantiating work complete to date by task, which shall be provided to CEO with each invoice. The invoice documentation shall be submitted with each monthly report and shall indicate all work performed in the invoicing period in a manner sufficient to CEO to justify any payment requested for the Work. e-bikes, equipment, and accessories will be reimbursed upon delivery. The State shall pay Grantee the reasonable, allocable, and allowable costs for work performed based on satisfactory progress of the work defined in this scope and the associated tasks. Grantee shall be compensated only for work and services performed by Grantee and accepted by CEO pursuant to the terms of this Agreement. Payment shall also be contingent upon CEO’s timely receipt and acceptance of required invoices and associated reports and deliverables described herein.

Grantee shall be reimbursed no more than once per month based on the submission of Grantee’s invoice providing a detailed account of the work completed and the amount of costs incurred relating to line items per the project set forth in the above section.

VII. Purchase Order Term

The Grantee shall begin work upon the latter of the Purchase Order Service From Date as shown on the cover page of this Small Dollar Grant Award, or upon Grantee's acceptance of this Agreement. This Agreement shall terminate on June 30, 2024, unless sooner terminated or further extended as specified elsewhere herein.

State of Colorado Small Dollar Grant Award Terms and Conditions

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

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

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

4. Definitions. The following terms shall be construed and interpreted as follows: **(a) “Award”** means an award by a Recipient to a Subrecipient; **(b) “Budget”** means the budget for the Work described in this Agreement; **(c) “Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in CRS §24-11-101(1); **(d) “UCC”** means the Uniform Commercial Code in CRS Title 4; **(e) “Effective Date”** means the date on which this Agreement is issued as shown on the face of the Small Dollar Grant Award; **(f) “Federal Award”** means an award of federal financial assistance or a cost-reimbursement contract, , by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award, which terms and conditions shall flow down to the Award unless such terms and conditions specifically indicate otherwise. The term does not include payments to a vendor or payments to an individual that is a beneficiary of a Federal program; **(g) “Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient; **(h) “Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement; **(i) “Matching Funds”** mean the funds provided by the Grantee to meet cost sharing requirements described in this Agreement; **(j) “Recipient”** means the State agency identified on the face of the Small Dollar Grant Award; **(k) “Subcontractor”** means third parties, if any, engaged by Grantee to aid in performance of the

State of Colorado Small Dollar Grant Award Terms and Conditions

Work; **(l)** “**Subrecipient**” means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a program, but does not include an individual that is a beneficiary of such program; **(m)** “**Uniform Guidance**” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, identified as the 2 C.F.R. (Code of Federal Regulations) Part 200, commonly known as the “Super Circular,” which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular a-50 on Single Audit Act follow-up; and **(n)** “**Work**” means the goods delivered or services, or both, performed pursuant to this Agreement and identified as Line Items on the face of the Small Dollar Grant Award.

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

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

7. Grantee Records. Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work (including, but not limited to the operation of programs) performed under this Agreement (collectively “Grantee Records”). Unless otherwise specified by the State, the Grantee shall retain Grantee Records for a period (the “Record Retention Period”) of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims or audit finding have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight, or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property. Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee’s office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days’ notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State. The State, in its discretion, may monitor Grantee’s performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State’s risk analysis of Grantee and this Agreement, and the State shall have the right, in its discretion, to change its monitoring procedures and requirements at any time

State of Colorado Small Dollar Grant Award Terms and Conditions

during the term of this Agreement. The State will monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee Records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee, a State agency or the State's authorized representative, or a third party. If applicable, the Grantee may be required to perform a single audit under 2 CFR 200.501, *et seq.* Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

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

9. Conflicts of Interest. Grantee acknowledges that with respect to this Agreement, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of Grantee's obligations to the State under this Agreement. If a conflict or appearance of a conflict of interest exists, or if Grantee is uncertain as to such, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement. Grantee certifies that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's Services and Grantee shall not employ any person having such known interests. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

10. Taxes. The State is exempt from federal excise taxes and from State and local sales and use taxes. The State shall not be liable for the payment of any excise, sales, or use taxes imposed on Grantee. A tax exemption certificate will be made available upon Grantee's request. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

11. Payment. Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Document Total shown on the face of the Small Dollar Grant Award. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in this Agreement. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State. The State shall pay Grantee for all amounts due within 45 days after

State of Colorado Small Dollar Grant Award Terms and Conditions

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

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

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

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

15. Reimbursement of Grantee Costs. If applicable, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Agreement for all allowable costs described in the grant except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to, and received approval from the State of the change, the change does not modify the total maximum amount of this Agreement, and the change does not modify any

State of Colorado Small Dollar Grant Award Terms and Conditions

requirements of the Work. If applicable, the State shall reimburse Grantee for the properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs. Grantee's costs for Work performed after the "Service To" date identified on the face of the Small Dollar Grant Award, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are **(a)** reasonable and necessary to accomplish the Work, and **(b)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the costs actually incurred).

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

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

18. Subcontracts. Grantee shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each subcontract upon request by the State. All subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

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

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

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

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

State of Colorado Small Dollar Grant Award Terms and Conditions

23. Indemnification. [*Not Applicable to Inter-governmental agreements*] Grantee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement. This shall include, without limitation, any and all costs, expenses, claims, damages, liabilities, court awards and other amounts incurred by the Indemnified Parties in relation to any claim that any work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right or any claim for loss or improper disclosure of any confidential information or personally identifiable information. If Grantee is a public agency prohibited by applicable law from indemnifying any party, then this section shall not apply.

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

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

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

27. Termination for Cause. If Grantee refuses or fails to timely and properly perform any of its obligations under this Agreement with such diligence as will ensure its completion within the time

State of Colorado Small Dollar Grant Award Terms and Conditions

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

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

29. Termination for Funds Availability. The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Work performed and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§28**.

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

State of Colorado Small Dollar Grant Award Terms and Conditions

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

32. Grant Recipient. Grantee shall perform its duties hereunder as a grant recipient and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.**

33. Compliance with Law. Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

34. Choice of Law, Jurisdiction and Venue. [*Not Applicable to Inter-governmental agreements*] Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver. Any provision incorporated herein by reference which purports to negate this or any other provision in this Agreement in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision or for any other reason shall not invalidate the remainder of this Agreement, to the extent capable of execution. Grantee shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against the State regardless of whether the Colorado Procurement Code applies to this Agreement.

35. Prohibited Terms. Nothing in this Agreement shall be construed as a waiver of any provision of CRS §24-106-109. Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with that statute in any way shall be void ab initio.

ADDENDUM 1: Additional Terms & Conditions for Information Technology

IF ANY PART OF THE SUBJECT MATTER OF THIS AGREEMENT IS INFORMATION TECHNOLOGY, AS DEFINED IN CRS § 24-37.5-102 (2), THE FOLLOWING PROVISIONS ALSO APPLY TO THIS AGREEMENT.

A. Definitions. The following terms shall be construed and interpreted as follows: **(a) “CJI”** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended, and all Criminal Justice Records as defined under CRS §24-72-302; **(b) “Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, pursuant to CRS §§24-37.5-401 *et seq.*; **(c) “PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law; **(d) “PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual including, without limitation, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act; **(e) “PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records, including, without limitation, all information defined as personally identifiable information in CRS §24-72-501. . “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, *et. seq.*, C.R.S. ; **(f) “State Confidential Information”** means any and all State Records not subject to disclosure under the Colorado Open Records Act and includes, without limitation, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under the Colorado Open Records Act, **(g) “State Fiscal Rules”** means those fiscal rules promulgated by the Colorado State Controller pursuant to CRS §24-30-202(13)(a); **(h) “State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year; **(i) “State Records”** means any and all State data, information, and records, regardless of physical form; **(j) “Tax Information”** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation, including, without limitation all information defined as federal tax information in Internal Revenue Service Publication 1075; and **(k) “Work Product”** means the tangible and intangible results of the delivery of goods and performance of services, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs,

ADDENDUM 1: Additional Terms & Conditions for Information Technology

negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work, but does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

B. Intellectual Property. Except to the extent specifically provided elsewhere in this Agreement, any State information, including without limitation pre-existing State software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials; or Work Product prepared by Grantee in the performance of its obligations under this Agreement shall be the exclusive property of the State (collectively, "State Materials"). All State Materials shall be delivered to the State by Grantee upon completion or termination of this Agreement. The State's exclusive rights in any Work Product prepared by Grantee shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit any State Materials to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State. The State shall maintain complete and accurate records relating to **(a)** its use of all Grantee and third party software licenses and rights to use any Grantee or third party software granted under this Agreement and its attachments to which the State is a party and **(b)** all amounts payable to Grantee pursuant to this Agreement and its attachments and the State's obligations under this Agreement or any amounts payable to Grantee in relation to this Agreement, which records shall contain sufficient information to permit Grantee to confirm the State's compliance with the use restrictions and payment obligations under this Agreement or to any third party use restrictions to which the State is a party. Grantee retains the exclusive rights, title and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to all pre-existing software, licensed products, associated source code, machine code, text images, audio, video, and third party materials, delivered by Grantee under the Agreement, whether incorporated in a deliverable or necessary to use a deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in a State-approved license agreement **(a)** entered into as exhibits or attachments to this Agreement, **(b)** obtained by the State from the applicable third party Grantee, or **(c)** in the case of open source software, the license terms set forth in the applicable open source license agreement. Notwithstanding anything to the contrary herein, the State shall not be subject to any provision incorporated in any exhibit or attachment attached hereto, any provision incorporated in any terms and conditions appearing on any website, any provision incorporated into any click through or online agreements, or any provision incorporated into any other document or agreement between the parties that **(a)** requires the State or the State to indemnify Grantee or any other party, **(b)** is in violation of State laws, regulations, rules, State Fiscal Rules, policies, or other State requirements as deemed solely by the State, or **(c)** is contrary to this Agreement.

C. Information Confidentiality. Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law, or approved in writing by the State. If Grantee will or may have access to any State Confidential Information or any other protected information, Grantee shall provide for the security of all State Confidential Information in accordance with all applicable laws,

ADDENDUM 1: Additional Terms & Conditions for Information Technology

rules, policies, publications, and guidelines. Grantee shall comply with all Colorado Office of Information Security (“OIS”) policies and procedures which OIS has issued pursuant to CRS §§24-37.5-401 through 406 and 8 CCR §1501-5 and posted at <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>, all information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any industry standards or guidelines, as applicable based on the classification of the data relevant to Grantee’s performance under this Agreement. Such obligations may arise from: Health Information Portability and Accountability Act (HIPAA); IRS Publication 1075; Payment Card Industry Data Security Standard (PCI-DSS); FBI Criminal Justice Information Service Security Addendum; Centers for Medicare & Medicaid Services (CMS) Minimum Acceptable Risk Standards for Exchanges; and Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with The Social Security Administration. Grantee shall immediately forward any request or demand for State Records to the State’s principal representative.

D. Other Entity Access and Nondisclosure Agreements. Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the work, but shall restrict access to State Confidential Information to those agents, employees, assigns, and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign, or Subcontractors has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

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

F. Incident Notice and Remediation. If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole

ADDENDUM 1: Additional Terms & Conditions for Information Technology

discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable actual costs thereof.

G. Data Protection and Handling. Grantee shall ensure that all State Records and Work Product in the possession of Grantee or any Subcontractors are protected and handled in accordance with the requirements of this Agreement at all times. Upon request by the State made any time prior to 60 days following the termination of this Agreement for any reason, whether or not this Agreement is expiring or terminating, Grantee shall make available to the State a complete and secure download file of all data that is encrypted and appropriately authenticated. This download file shall be made available to the State within 10 Business Days following the State's request, and shall contain, without limitation, all State Records, Work Product, and any other information belonging to the State. Upon the termination of Grantee's services under this Agreement, Grantee shall, as directed by the State, return all State Records provided by the State to Grantee, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If legal obligations imposed upon Grantee prevent Grantee from returning or destroying all or part of the State Records provided by the State, Grantee shall guarantee the confidentiality of all State Records in Grantee's possession and will not actively process such data. The State retains the right to use the established operational services to access and retrieve State Records stored on Grantee's infrastructure at its sole discretion and at any time.

H. Compliance. If applicable, Grantee shall review, on a semi-annual basis, all OIS policies and procedures which OIS has promulgated pursuant to CRS §§ 24-37.5-401 through 406 and 8 CCR § 1501-5 and posted at <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>, to ensure compliance with the standards and guidelines published therein. Grantee shall cooperate, and shall cause its Subcontractors to cooperate, with the performance of security audit and penetration tests by OIS or its designee.

I. Safeguarding PII. If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, all State requirements relating to non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall take full responsibility for the security of all PII in its possession or in the possession of its Subcontractors, and shall hold the State harmless for any damages or liabilities resulting from the unauthorized disclosure or loss thereof. Grantee shall be a "Third-Party Service Provider" as defined in CRS §24-73-103(1)(i) and shall maintain security procedures and practices consistent with CRS §§24-73-101 *et seq.* In addition, as set forth in § 24-74-102, *et. seq.*, C.R.S., Vendor, including, but not limited to, Vendor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Vendor is given direct access to any State databases containing PII, Vendor shall execute, on behalf of itself and its employees, the certification [PII Individual Certification Form](#) or [PII Entity Certification Form](#) [Download form from Hyperlink] on an annual basis and Vendor's duty shall continue as long as Vendor has direct access to any State databases containing PII. If Vendor uses any

ADDENDUM 1: Additional Terms & Conditions for Information Technology

Subcontractors to perform services requiring direct access to State databases containing PII, the Vendor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

J. Software Piracy Prohibition. The State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

K. Information Technology. To the extent that Grantee provides physical or logical storage of State Records; Grantee creates, uses, processes, discloses, transmits, or disposes of State Records; or Grantee is otherwise given physical or logical access to State Records in order to perform Grantee's obligations under this Agreement, the following terms shall apply. Grantee shall, and shall cause its Subcontractors, to: Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement; Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards; Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing; Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments; Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the OIS; Comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology (OIT), including project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>. Grantee shall not allow remote access to State Records from outside the United States, including access by Grantee's employees or agents, without the prior express written consent of OIS. Grantee shall communicate any request regarding non-U.S. access to State Records to the State. The State, acting by and through OIS, shall have sole discretion to grant or deny any such request.

L. Accessibility. Grantee shall comply with and the Work Product provided under this PO shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards. Grantee shall indemnify, save, and hold harmless the Indemnified Parties against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to

**ADDENDUM 1:
Additional Terms & Conditions for Information Technology**

Grantee's failure to comply with §§24-85-101, *et seq.*, C.R.S., or the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

AGENDA ITEM SUMMARY

City Council



STAFF

Tim Sellers, Project Manager
Dana Hornkohl, Capital Projects Manager
Jonathan Piefer, Real Estate Interim Manager
Ryan Malarky, Legal

SUBJECT

First Reading of Ordinance No. 065, 2023, Authorizing the Acquisition by Eminent Domain Proceedings of Temporary Easements on Certain Lands Necessary to Construct Public Improvements for the Eastern Segment of the Laporte Corridor Improvement Project.

EXECUTIVE SUMMARY

The purpose of this item is to authorize the use of eminent domain, if deemed necessary, to acquire temporary construction easements needed for constructing improvements for the Laporte Corridor Project.

STAFF RECOMMENDATION

Staff recommend adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

Laporte Ave is a two lane east-west arterial roadway that serves as a route to school for Poudre High School students and as an important connection to northwestern Fort Collins. Most of the roadway within the Project lacks adequate bicycle and pedestrian facilities including sidewalk, bike lanes, curb and gutter. The roadway experiences heavy bicycle and pedestrian traffic especially with Poudre High School and many residential neighborhoods and businesses being located adjacent to the Project limits. Several near misses and at least one serious vehicle-pedestrian accident have occurred within the Project limits. The corridor currently experiences a higher-than-expected volume of traffic accidents due to the lack of adequate infrastructure. Laporte Avenue is master planned to be on the City's low-stress bicycle network.

Staff, following recommendations in the Active Modes Plan, has initiated the Laporte Corridor Project, CDOT Project No. TAP M455-133 (the "Project"), to construct protected bike and pedestrian facilities along Laporte from Fishback Ave. in the east to Sunset St. in the west. Initial outreach and planning began in 2019, and the Project is funded through design and partial construction via various federal grant programs, including Transportation Alternatives, Multi-modal Options Fund, and Revitalizing Main Streets, as well as local funding. The property interests to be acquired for the Project are set forth more particularly in the attached Vicinity Map. All the property interests are temporary construction easements, which are necessary for access during construction of the Project and for minor adjustments to pavement and grade on private property.

Project construction is planned in two segments: the “East Segment”, which is east of Grandview Ave., and the “West Segment”, which is west of Taft Hill Rd. The East Segment is fully funded and targeted to have design completed and construction beginning by the fall of 2023. At this time, staff is seeking authorization for eminent domain authority to be used in any subsequent condemnation proceedings for the temporary easements located only in the East Segment. Staff will return for authorization for the West Segment once its design has progressed and its funding is in place. CDOT has been involved in the discussions of and planning for this manner of separation and completion of the Project and takes no exception to this delivery method.

The entire 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. The process will be done in coordination with CDOT because of the federal funding component. Staff intend to negotiate in good faith with the affected property owners and will work with them to address individual site considerations and project specifications.

City staff are currently engaged in pre-negotiation activities, such as preliminary due-diligence and finalization of design and construction elements. Staff have been meeting with the affected property owners to discuss the project design and the potential impacts to their respective properties. Prior to the first reading of this Ordinance, the property owners have been notified by mail of this request to Council for eminent domain authorization. The adoption of this Ordinance will permit the City to officially begin negotiations with the property owners by issuing the Notice of Intent letters, discussed below.

Eminent domain authorization is necessary to ensure that the Project can proceed on schedule in the event the City is unable to obtain voluntary conveyances from all Property Owners. Staff are optimistic that all property negotiations can be completed prior to the start of construction on the Project. However, staff anticipates that a voluntary agreement may not be reached in a timely manner with one or more of the property owners and that the use of eminent domain may be necessary.

How and When City Staff Uses Eminent Domain

When a large capital improvement project is planned, it must determine whether the City will need to acquire private property if an agreement cannot be reached with a landowner. If so, staff will request Council to authorize the use of eminent domain for the potential acquisition of such property by the subsequent initiation of condemnation proceedings, if necessary. Once an ordinance is adopted, the team continues to coordinate with the impacted property owners to finalize the project plans. Once plans are finalized, the City sends the property owner a Notice of Intent letter, which explains what property interests must be acquired. The City then must determine the fair market value of the property, which will require the review and evaluation of one or more appraisals and/or waiver valuations. For higher valued properties, the owners will usually be entitled to reimbursement for their appraisal costs. Once the City determines fair market value and makes an offer, the parties will negotiate to reach an agreement to buy the necessary property interests.

Only if a voluntary agreement cannot be reached may the City exercise its eminent domain authority by filing condemnation proceedings in a court of competent jurisdiction. The filing of such an action will permit the City to seek the immediate use and possession of the property so that the project may proceed on schedule. Prior to obtaining possession of the property, the City must deposit the estimated fair market value into an escrow account for the benefit of the landowners. The primary issue the court will determine at trial is what constitutes just compensation for the property interests acquired. Even though most condemnation cases are dismissed after the parties reach a settlement agreement, it must be anticipated that some cases will proceed to trial.

Staff recommends that Council authorize the use of eminent domain for this Project to provide a fair and equitable process that will allow the City to meet project design and construction deadlines while still ensuring all property owners are fairly compensated for their property interests. Condemnation will

only be used as necessary if the City is unable to reach an agreement with a property owner through good faith negotiations.

Obtaining eminent domain authority will:

- Allow staff to develop project timelines with more certainty;
- Help keep a planned property acquisition schedule, reducing the risk and cost of unexpected future delays; and
- Ensure consistent messaging to affected property owners.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

City staff presented this project to the Council Finance Committee on August 11, 2021. The Laporte Project was also presented to the Transportation Board as well as the Bicycle Advisory Committee in 2020.

CITY FINANCIAL IMPACTS

This action will not authorize any new funding for the project but will only authorize acquisition of the identified parcels. The existing funding in place for the design, acquisition and construction of the improvements is as follows:

Funds Appropriated in Prior Actions	
Transportation Alternatives (TA) Grant	\$ 750,000
Multimodal Transportation and Mitigation Options Fund (MMOF) Grant	\$ 250,000
Revitalizing Main Streets (RMS) Grant	\$ 1,437,500
Transportation Capital Expansion Fee (TCEF)	\$ 389,142
Transportation Fund	\$ 858
Community Capital Improvement Program - Pedestrian Sidewalk	\$ 300,000
Total Appropriations in Prior Actions	\$ 3,127,500

PUBLIC OUTREACH

Staff discussed the project with the adjacent property owners, current business owners, and prospective developers immediately abutting the project improvements. In addition, staff and an outside acquisition consultant have met or conversed individually with property owners on multiple occasions regarding design and construction details.

ATTACHMENTS

1. Ordinance for Consideration
2. Vicinity Map

ORDINANCE NO. 065, 2023
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AUTHORIZING THE ACQUISITION BY EMINENT DOMAIN PROCEEDINGS OF
TEMPORARY EASEMENTS ON CERTAIN LANDS NECESSARY TO CONSTRUCT
PUBLIC IMPROVEMENTS FOR THE EASTERN SEGMENT OF THE
LAPORTE CORRIDOR IMPROVEMENT PROJECT

WHEREAS, the City is in the process of planning improvements to the Laporte Avenue corridor from Fishback Avenue in the east to Sunset Street in the west to include sidewalk, bicycle lanes, and curb and gutter for the purpose of improving bicycle and pedestrian facilities (the “Project”); and

WHEREAS, the Project is necessary to address increased bicycle and pedestrian use of Laporte Avenue, which has led to higher-than-expected traffic accidents, and several near misses and at least one serious vehicle-pedestrian accident within the Project limits, and to address anticipated future use needs as growth continues in the region; and

WHEREAS, the Project is planned in two segments: the East Segment is that portion of Laporte Avenue east of Grandview Avenue and the West Segment is that portion of Laporte Avenue west of Taft Hill Road; and

WHEREAS, the East Segment is fully funded and targeted to complete design and commence construction by fall 2023; and

WHEREAS, to construct the East Segment of the Project, the City will need to acquire temporary construction easements from eighteen property owners (referenced as “TE-02,” “TE-03,” “TE-04,” “TE-05,” “TE-06,” “TE-07,” “TE-10,” “TE-11,” “TE-12,” “TE-13,” “TE-14,” “TE-15,” “TE-16,” “TE-17,” “TE-18,” “TE-20,” “TE-21,” and “TE-22”) as described on Exhibit “A”, attached hereto and incorporated herein by this reference (the “Property Interests”); and

WHEREAS, the City will negotiate in good faith for the acquisition of the Property Interests from the owners thereof; and

WHEREAS, the acquisition of the Property Interests is desirable and necessary for the construction of the Project, is in the City’s best interest, and enhances public health, safety, and welfare because it will allow for the construction of needed public infrastructure within the City; and

WHEREAS, the acquisition of the Property Interests may, by law, be accomplished through eminent domain.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That the City Council hereby authorizes the City Attorney and other appropriate officials of the City to acquire the Property Interests for the City by eminent domain proceedings.

Section 3. That the City Council further finds that, in the event acquisition by eminent domain of the Property Interests or any of them is commenced, immediate possession is necessary for the public's health, safety and welfare.

Introduced, considered favorably on first reading, and ordered published this 18th day of April, 2023, and to be presented for final passage on the 2nd day of May, 2023.

Mayor

ATTEST:

City Clerk

Passed and adopted on final reading on this 2nd day of May, 2021.

Mayor

ATTEST:

City Clerk

PROJECT NUMBER: TAP M455-133
PARCEL NUMBER: TE-02
PROJECT CODE: 23630
DATE: MARCH 31, 2023

TEMPORARY EASEMENT NO. TE-02 OF THE CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO, PROJECT NO. TAP M455-133 CONTAINING 8,977 SQ. FT. (0.206 ACRES); LOCATED IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 7 NORTH, RANGE 69 WEST OF THE SIXTH P.M.; CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO; SAID EASEMENT BEING LOCATED WITHIN THAT TRACT OF LAND DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED NOVEMBER 23, 2021 AT RECEPTION NO. 20210106983 IN THE OFFICE OF THE LARIMER COUNTY CLERK AND RECORDER (HEREINAFTER KNOWN AS PARCEL 2); BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 10; THENCE N67°35'24"W, A DISTANCE OF 663.46 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 2 (ALSO BEING A POINT ON THE WESTERLY BOUNDARY OF THE LEEPER SUBDIVISION), SAID POINT BEING THE **POINT OF BEGINNING**;

1. THENCE ALONG THE EASTERLY BOUNDARY OF SAID PARCEL 2, S00°23'47"W, A DISTANCE OF 214.84 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 2;
2. THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF LAPORTE AVENUE, N89°14'43"W, A DISTANCE OF 173.24 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 2;
3. THENCE ALONG THE WESTERLY BOUNDARY OF SAID PARCEL 2 (ALSO BEING THE EASTERLY BOUNDARY OF THE STODGY BREWING SUBDIVISION), N23°23'17"W, A DISTANCE OF 13.15 FEET;
4. THENCE S89°14'43"E, A DISTANCE OF 70.36 FEET;
5. THENCE S00°45'17"W, A DISTANCE OF 8.50 FEET;
6. THENCE S89°14'43"E, A DISTANCE OF 70.81 FEET;
7. THENCE N00°45'17"E, A DISTANCE OF 212.17 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF SAID PARCEL 2;
8. THENCE ALONG SAID NORTHERLY BOUNDARY, S87°54'19"E, A DISTANCE OF 36.12 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 8,897 SQUARE FEET (0.206 ACRES), MORE OR LESS, AND BEING SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD OR THAT NOW EXIST ON THE GROUND.

THE PURPOSE OF THE ABOVE-DESCRIBED TEMPORARY EASEMENT IS FOR

ACTIVITIES ASSOCIATED WITH SIDEWALK AND ROADWAY CONSTRUCTION.

BASIS OF BEARINGS: CONSIDERING THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, T7N, R69W OF THE 6TH P.M. TO BEAR N89°14'43"W, SAID LINE BEING MONUMENTED ON ITS EAST END BY A 3-1/4" ALUMINUM CAP STAMPED LS 17497, AND ON ITS WEST END BY A 2-1/2" ALUMINUM CAP STAMPED LS 14823, BASED UPON GPS OBSERVATIONS AND THE CITY OF FORT COLLINS COORDINATE SYSTEM, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO

I HEREBY STATE THAT THE ABOVE DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, BELIEF, AND OPINION.

JOHN STEVEN VON NIEDA, COLORADO P.L.S. 31169
FOR AND ON BEHALF OF THE CITY OF FORT COLLINS
P.O. BOX 580, FORT COLLINS, CO 80522



PROJECT NUMBER: TAP M455-133
PARCEL NUMBER: TE-03
PROJECT CODE: 23630
DATE: MARCH 31, 2023

TEMPORARY EASEMENT NO. TE-03 OF THE CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO, PROJECT NO. TAP M455-133 CONTAINING 5,376 SQ. FT. (0.123 ACRES); LOCATED IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 7 NORTH, RANGE 69 WEST OF THE SIXTH P.M.; CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO; SAID EASEMENT BEING LOCATED WITHIN LOT 1 OF THE LEEPER SUBDIVISION RECORDED SEPTEMBER 5, 1969 IN BOOK 1417, PAGE 222 IN THE OFFICE OF THE LARIMER COUNTY CLERK AND; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 10; THENCE N67°35'24"W, A DISTANCE OF 663.46 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID LOT 1 (ALSO BEING THE NORTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED NOVEMBER 23, 2021 AT RECEPTION NO. 20210106983), SAID POINT BEING THE **POINT OF BEGINNING**;

1. THENCE S87°54'19"E, A DISTANCE OF 13.89 FEET;
2. THENCE S00°45'17"W, A DISTANCE OF 183.51 FEET;
3. THENCE S89°14'43"E, A DISTANCE OF 272.18 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID LOT 1 (ALSO BEING THE WESTERLY BOUNDARY OF THAT TRACT OF LAND DESCRIBED AT RECEPTION NO. 20150003372);
4. THENCE ALONG SAID EASTERLY BOUNDARY, S00°23'53"W, A DISTANCE OF 10.28 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1;
5. THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF LAPORTE AVENUE AS SHOWN ON SAID LEEPER SUBDIVISION, N89°14'43"W, A DISTANCE OF 284.92 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1;
6. THENCE ALONG THE WESTERLY BOUNDARY OF SAID LOT 1, N00°23'47"E, A DISTANCE OF 194.12 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,376 SQUARE FEET (0.123 ACRES), MORE OR LESS, AND BEING SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD OR THAT NOW EXIST ON THE GROUND.

THE PURPOSE OF THE ABOVE-DESCRIBED TEMPORARY EASEMENT IS FOR ACTIVITIES ASSOCIATED WITH SIDEWALK AND ROADWAY CONSTRUCTION.

BASIS OF BEARINGS: CONSIDERING THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, T7N, R69W OF THE

EXHIBIT A

6TH P.M. TO BEAR N89°14'43"W, SAID LINE BEING MONUMENTED ON ITS EAST END BY A 3-1/4" ALUMINUM CAP STAMPED LS 17497, AND ON ITS WEST END BY A 2-1/2" ALUMINUM CAP STAMPED LS 14823, BASED UPON GPS OBSERVATIONS AND THE CITY OF FORT COLLINS COORDINATE SYSTEM, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO

I HEREBY STATE THAT THE ABOVE DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, BELIEF, AND OPINION.

JOHN STEVEN VON NIEDA, COLORADO P.L.S. 31169
FOR AND ON BEHALF OF THE CITY OF FORT COLLINS
P.O. BOX 580, FORT COLLINS, CO 80522



PROJECT NUMBER: TAP M455-133
PARCEL NUMBER: TE-04
PROJECT CODE: 23630
DATE: MARCH 10, 2023

TEMPORARY EASEMENT NO. TE-04 OF THE CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO, PROJECT NO. TAP M455-133 CONTAINING 1,452 SQ. FT. (0.033 ACRES); LOCATED IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 7 NORTH, RANGE 69 WEST OF THE SIXTH P.M.; CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO; SAID EASEMENT BEING LOCATED WITHIN THAT TRACT OF LAND DESCRIBED IN THE WARRANTY DEED RECORDED JANUARY 20, 2015 AT RECEPTION NO. 20150003372 IN THE OFFICE OF THE LARIMER COUNTY CLERK AND RECORDER (HEREINAFTER KNOWN AS PARCEL 4); BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 10; THENCE N81°34'34"W, A DISTANCE OF 333.44 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID PARCEL 4 (ALSO BEING THE EASTERLY BOUNDARY OF THE LEEPER SUBDIVISION), SAID POINT BEING THE **POINT OF BEGINNING**;

1. THENCE S89°14'43"E, A DISTANCE OF 100.00 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID PARCEL 4 (ALSO BEING THE WESTERLY BOUNDARY OF THAT TRACT OF LAND DESCRIBED AT RECEPTION NO. 20120024747);
2. THENCE ALONG SAID EASTERLY BOUNDARY, S00°23'53"W, A DISTANCE OF 14.52 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 4;
3. THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF LAPORTE AVENUE, N89°14'43"W, A DISTANCE OF 100.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 4;
4. THENCE N00°23'53"E, A DISTANCE OF 14.52 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1,452 SQUARE FEET (0.033 ACRES), MORE OR LESS, AND BEING SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD OR THAT NOW EXIST ON THE GROUND.

THE PURPOSE OF THE ABOVE-DESCRIBED TEMPORARY EASEMENT IS FOR ACTIVITIES ASSOCIATED WITH SIDEWALK AND ROADWAY CONSTRUCTION.

BASIS OF BEARINGS: CONSIDERING THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, T7N, R69W OF THE 6TH P.M. TO BEAR N89°14'43"W, SAID LINE BEING MONUMENTED ON ITS EAST END BY A 3-1/4" ALUMINUM CAP STAMPED LS 17497, AND ON ITS WEST END BY A 2-1/2" ALUMINUM CAP STAMPED LS 14823, BASED UPON GPS OBSERVATIONS AND THE CITY OF FORT COLLINS COORDINATE SYSTEM, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO

I HEREBY STATE THAT THE ABOVE DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, BELIEF, AND OPINION.

JOHN STEVEN VON NIEDA, COLORADO P.L.S. 31169
FOR AND ON BEHALF OF THE CITY OF FORT COLLINS
P.O. BOX 580, FORT COLLINS, CO 80522



PROJECT NUMBER: TAP M455-133
PARCEL NUMBER: TE-05
PROJECT CODE: 23630
DATE: MARCH 10, 2023

TEMPORARY EASEMENT NO. TE-05 OF THE CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO, PROJECT NO. TAP M455-133 CONTAINING 1,574 SQ. FT. (0.036 ACRES); LOCATED IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 7 NORTH, RANGE 69 WEST OF THE SIXTH P.M.; CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO; SAID EASEMENT BEING LOCATED WITHIN THAT TRACT OF LAND DESCRIBED IN THE WARRANTY DEED RECORDED APRIL 13, 2012 AT RECEPTION NO. 201224747 IN THE OFFICE OF THE LARIMER COUNTY CLERK AND RECORDER (HEREINAFTER KNOWN AS PARCEL 5); BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 10; THENCE N70°41'12"W, A DISTANCE OF 186.94 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID PARCEL 5 (ALSO BEING THE WESTERLY BOUNDARY OF THE TRACT DESCRIBED AT REC. NO. 20120049971), SAID POINT BEING THE **POINT OF BEGINNING**;

1. THENCE S00°23'36"W, A DISTANCE OF 29.52 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 5;
2. THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF LAPORTE AVENUE, N89°14'43"W, A DISTANCE OF 53.33 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 5;
3. THENCE ALONG THE WESTERLY BOUNDARY OF SAID PARCEL 5 (ALSO BEING THE EASTERLY BOUNDARY OF THAT TRACT DESCRIBED AT RECEPTION NO. 20150003372), N00°23'53"E, A DISTANCE OF 29.52 FEET;
4. THENCE S89°14'43"E, A DISTANCE OF 53.33 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1,574 SQUARE FEET (0.036 ACRES), MORE OR LESS, AND BEING SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD OR THAT NOW EXIST ON THE GROUND.

THE PURPOSE OF THE ABOVE-DESCRIBED TEMPORARY EASEMENT IS FOR ACTIVITIES ASSOCIATED WITH SIDEWALK AND ROADWAY CONSTRUCTION.

BASIS OF BEARINGS: CONSIDERING THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, T7N, R69W OF THE 6TH P.M. TO BEAR N89°14'43"W, SAID LINE BEING MONUMENTED ON ITS EAST END BY A 3-1/4" ALUMINUM CAP STAMPED LS 17497, AND ON ITS WEST END BY A 2-1/2" ALUMINUM CAP STAMPED LS 14823, BASED UPON GPS OBSERVATIONS AND THE CITY OF FORT COLLINS COORDINATE SYSTEM, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

EXHIBIT A

I HEREBY STATE THAT THE ABOVE DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, BELIEF, AND OPINION.

JOHN STEVEN VON NIEDA, COLORADO P.L.S. 31169
FOR AND ON BEHALF OF THE CITY OF FORT COLLINS
P.O. BOX 580, FORT COLLINS, CO 80522



PROJECT NUMBER: TAP M455-133
PARCEL NUMBER: TE-06
PROJECT CODE: 23630
DATE: MARCH 10, 2023

TEMPORARY EASEMENT NO. TE-06 OF THE CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO, PROJECT NO. TAP M455-133 CONTAINING 1,574 SQ. FT. (0.036 ACRES); LOCATED IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 7 NORTH, RANGE 69 WEST OF THE SIXTH P.M.; CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO; SAID EASEMENT BEING LOCATED WITHIN THAT TRACT OF LAND DESCRIBED IN THE WARRANTY DEED RECORDED JULY 26, 2012 AT RECEPTION NO. 20120049971 IN THE OFFICE OF THE LARIMER COUNTY CLERK AND RECORDER (HEREINAFTER KNOWN AS PARCEL 6); BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 10; THENCE N70°41'12"W, A DISTANCE OF 186.94 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID PARCEL 6 (ALSO BEING THE EASTERLY BOUNDARY OF THE TRACT OF LAND DESCRIBED AT RECEPTION NO. 20120024747), SAID POINT BEING THE **POINT OF BEGINNING**;

1. THENCE S89°14'43"E, A DISTANCE OF 53.33 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID PARCEL 6 (ALSO BEING THE WESTERLY BOUNDARY OF THE TRACT OF LAND DESCRIBED AT RECEPTION NO. 20210085370);
2. THENCE S00°23'36"W, A DISTANCE OF 29.52 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 6;
3. THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF LAPORTE AVENUE, N89°14'43"W, A DISTANCE OF 53.33 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 6;
4. THENCE N00°23'36"E, A DISTANCE OF 29.52 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1,574 SQUARE FEET (0.036 ACRES), MORE OR LESS, AND BEING SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD OR THAT NOW EXIST ON THE GROUND.

THE PURPOSE OF THE ABOVE-DESCRIBED TEMPORARY EASEMENT IS FOR ACTIVITIES ASSOCIATED WITH SIDEWALK AND ROADWAY CONSTRUCTION.

BASIS OF BEARINGS: CONSIDERING THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, T7N, R69W OF THE 6TH P.M. TO BEAR N89°14'43"W, SAID LINE BEING MONUMENTED ON ITS EAST END BY A 3-1/4" ALUMINUM CAP STAMPED LS 17497, AND ON ITS WEST END BY A 2-1/2" ALUMINUM CAP STAMPED LS 14823, BASED UPON GPS OBSERVATIONS AND THE CITY OF FORT COLLINS COORDINATE SYSTEM, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO

I HEREBY STATE THAT THE ABOVE DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, BELIEF, AND OPINION.

JOHN STEVEN VON NIEDA, COLORADO P.L.S. 31169
FOR AND ON BEHALF OF THE CITY OF FORT COLLINS
P.O. BOX 580, FORT COLLINS, CO 80522



PROJECT NUMBER: TAP M455-133
PARCEL NUMBER: TE-07
PROJECT CODE: 23630
DATE: MARCH 10, 2023

TEMPORARY EASEMENT NO. TE-07 OF THE CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO, PROJECT NO. TAP M455-133 CONTAINING 774 SQ. FT. (0.018 ACRES); LOCATED IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 7 NORTH, RANGE 69 WEST OF THE SIXTH P.M.; CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO; SAID EASEMENT BEING LOCATED WITHIN THAT TRACT OF LAND DESCRIBED IN THE WARRANTY DEED RECORDED SEPTEMBER 13, 2021 AT RECEPTION NO. 20210085370 IN THE OFFICE OF THE LARIMER COUNTY CLERK AND RECORDER (HEREINAFTER KNOWN AS PARCEL 7); BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 10; THENCE N69°28'26"W, A DISTANCE OF 131.55 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID PARCEL 7 (ALSO BEING THE EASTERLY BOUNDARY OF THAT TRACT OF LAND DESCRIBED AT RECEPTION NO. 20120049971), SAID POINT BEING THE **POINT OF BEGINNING**;

1. THENCE S89°14'43"E, A DISTANCE OF 53.33 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF FISHBACK AVENUE;
2. THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, S00°23'36"W, A DISTANCE OF 14.52 FEET TO ITS POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF LAPORTE AVENUE;
3. THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, N89°14'43"W, A DISTANCE OF 53.33 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 7;
4. THENCE N00°23'36"E, A DISTANCE OF 14.52 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 774 SQUARE FEET (0.018 ACRES), MORE OR LESS, AND BEING SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD OR THAT NOW EXIST ON THE GROUND.

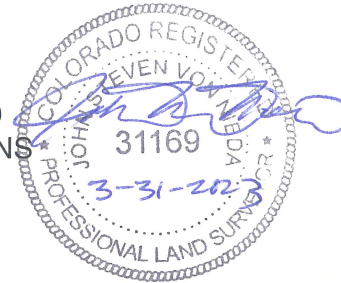
THE PURPOSE OF THE ABOVE-DESCRIBED TEMPORARY EASEMENT IS FOR ACTIVITIES ASSOCIATED WITH SIDEWALK AND ROADWAY CONSTRUCTION.

BASIS OF BEARINGS: CONSIDERING THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, T7N, R69W OF THE 6TH P.M. TO BEAR N89°14'43"W, SAID LINE BEING MONUMENTED ON ITS EAST END BY A 3-1/4" ALUMINUM CAP STAMPED LS 17497, AND ON ITS WEST END BY A 2-1/2" ALUMINUM CAP STAMPED LS 14823, BASED UPON GPS OBSERVATIONS AND THE CITY OF FORT COLLINS COORDINATE SYSTEM, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO

EXHIBIT A

I HEREBY STATE THAT THE ABOVE DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, BELIEF, AND OPINION.

JOHN STEVEN VON NIEDA, COLORADO P.L.S. 31169
FOR AND ON BEHALF OF THE CITY OF FORT COLLINS
P.O. BOX 580, FORT COLLINS, CO 80522



PROJECT NUMBER: TAP M455-133
PARCEL NUMBER: TE-10
PROJECT CODE: 23630
DATE: MARCH 31, 2023

TEMPORARY EASEMENT NO. TE-10 OF THE CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO, PROJECT NO. TAP M455-133 CONTAINING 1,882 SQ. FT. (0.043 ACRES); LOCATED IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 7 NORTH, RANGE 69 WEST OF THE SIXTH P.M.; CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO; SAID EASEMENT BEING LOCATED WITHIN THAT TRACT OF LAND DESCRIBED IN THE WARRANTY DEED RECORDED DECEMBER 12, 2019 AT RECEPTION NO. 20190079014 IN THE OFFICE OF THE LARIMER COUNTY CLERK AND RECORDER (HEREINAFTER KNOWN AS PARCEL 10); BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 10; THENCE S64°43'34"W, A DISTANCE OF 121.92 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID PARCEL 10 (ALSO BEING THE EASTERLY BOUNDARY OF THAT TRACT OF LAND DESCRIBED AT RECEPTION NO. 20150006199), SAID POINT BEING THE **POINT OF BEGINNING**;

1. THENCE N00°45'17"E, A DISTANCE OF 23.44 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 10;
2. THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF LAPORTE AVENUE, S89°14'43"E, A DISTANCE OF 100.00 FEET TO ITS INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF FISHBACK AVENUE;
3. THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, S00°45'17"W, A DISTANCE OF 15.44 FEET;
4. THENCE N89°14'43"W, A DISTANCE OF 57.75 FEET;
5. THENCE S00°45'17"W, A DISTANCE OF 8.00 FEET;
6. THENCE N89°14'43"W, A DISTANCE OF 42.25 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1,882 SQUARE FEET (0.043 ACRES), MORE OR LESS, AND BEING SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD OR THAT NOW EXIST ON THE GROUND.

THE PURPOSE OF THE ABOVE-DESCRIBED TEMPORARY EASEMENT IS FOR ACTIVITIES ASSOCIATED WITH SIDEWALK AND ROADWAY CONSTRUCTION.

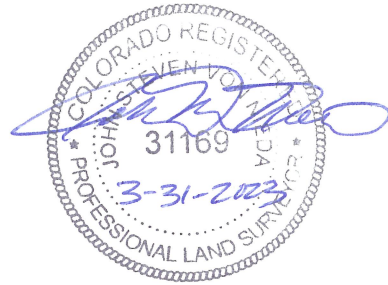
BASIS OF BEARINGS: CONSIDERING THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, T7N, R69W OF THE 6TH P.M. TO BEAR N89°14'43"W, SAID LINE BEING MONUMENTED ON ITS EAST END BY A 3-1/4" ALUMINUM CAP STAMPED LS 17497, AND ON ITS WEST END

EXHIBIT A

BY A 2-1/2" ALUMINUM CAP STAMPED LS 14823, BASED UPON GPS OBSERVATIONS AND THE CITY OF FORT COLLINS COORDINATE SYSTEM, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO

I HEREBY STATE THAT THE ABOVE DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, BELIEF, AND OPINION.

JOHN STEVEN VON NIEDA, COLORADO P.L.S. 31169
FOR AND ON BEHALF OF THE CITY OF FORT COLLINS
P.O. BOX 580, FORT COLLINS, CO 80522



PROJECT NUMBER: TAP M455-133
PARCEL NUMBER: TE-11
PROJECT CODE: 23630
DATE: MARCH 10, 2023

TEMPORARY EASEMENT NO. TE-11 OF THE CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO, PROJECT NO. TAP M455-133 CONTAINING 494 SQ. FT. (0.011 ACRES); LOCATED IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 7 NORTH, RANGE 69 WEST OF THE SIXTH P.M.; CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO; SAID EASEMENT BEING LOCATED WITHIN THAT TRACT OF LAND DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED FEBRUARY 3, 2015 AT RECEPTION NO. 20150006199 IN THE OFFICE OF THE LARIMER COUNTY CLERK AND RECORDER (HEREINAFTER KNOWN AS PARCEL 11); BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 10; THENCE S75°30'15"W, A DISTANCE OF 165.38 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID PARCEL 11 (ALSO BEING THE EASTERLY BOUNDARY OF THAT TRACT OF LAND DESCRIBED AT RECEPTION NO. 90042923), SAID POINT BEING THE **POINT OF BEGINNING**;

1. THENCE N00°45'17"E, A DISTANCE OF 13.44 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 11;
2. THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF LAPORTE AVENUE, S89°14'43"E, A DISTANCE OF 50.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 11;
3. THENCE ALONG THE EASTERLY BOUNDARY OF SAID PARCEL 11 (ALSO BEING THE WESTERLY BOUNDARY OF THAT TRACT OF LAND DESCRIBED AT RECEPTION NO. 20190079014), S00°45'17"W, A DISTANCE OF 5.44 FEET;
4. THENCE N89°14'43"W, A DISTANCE OF 15.66 FEET;
5. THENCE S00°45'17"W, A DISTANCE OF 8.00 FEET;
6. THENCE N89°14'43"W, A DISTANCE OF 10.50 FEET;
7. THENCE N00°45'17"E, A DISTANCE OF 8.00 FEET;
8. THENCE N89°14'43"W, A DISTANCE OF 6.57 FEET;
9. THENCE S00°45'17"W, A DISTANCE OF 8.00 FEET;
10. THENCE N89°14'43"W, A DISTANCE OF 17.27 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 494 SQUARE FEET (0.011 ACRES), MORE OR LESS, AND BEING SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD OR THAT NOW EXIST ON THE GROUND.

THE PURPOSE OF THE ABOVE-DESCRIBED TEMPORARY EASEMENT IS FOR ACTIVITIES ASSOCIATED WITH SIDEWALK AND ROADWAY CONSTRUCTION.

BASIS OF BEARINGS: CONSIDERING THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, T7N, R69W OF THE 6TH P.M. TO BEAR N89°14'43"W, SAID LINE BEING MONUMENTED ON ITS EAST END BY A 3-1/4" ALUMINUM CAP STAMPED LS 17497, AND ON ITS WEST END BY A 2-1/2" ALUMINUM CAP STAMPED LS 14823, BASED UPON GPS OBSERVATIONS AND THE CITY OF FORT COLLINS COORDINATE SYSTEM, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO

I HEREBY STATE THAT THE ABOVE DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, BELIEF, AND OPINION.

JOHN STEVEN VON NIEDA, COLORADO P.L.S. 31169
FOR AND ON BEHALF OF THE CITY OF FORT COLLINS
P.O. BOX 580, FORT COLLINS, CO 80522



PROJECT NUMBER: TAP M455-133
PARCEL NUMBER: TE-12
PROJECT CODE: 23630
DATE: MARCH 10, 2023

TEMPORARY EASEMENT NO. TE-12 OF THE CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO, PROJECT NO. TAP M455-133 CONTAINING 480 SQ. FT. (0.011 ACRES); LOCATED IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 7 NORTH, RANGE 69 WEST OF THE SIXTH P.M.; CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO; SAID EASEMENT BEING LOCATED WITHIN THAT TRACT OF LAND DESCRIBED IN THE WARRANTY DEED RECORDED SEPTEMBER 17, 1990 AT RECEPTION NO. 90042923 IN THE OFFICE OF THE LARIMER COUNTY CLERK AND RECORDER (HEREINAFTER KNOWN AS PARCEL 12); BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 10; THENCE S79°01'39"W, A DISTANCE OF 214.02 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID PARCEL 12 (ALSO BEING THE EASTERLY BOUNDARY OF THAT TRACT OF LAND DESCRIBED AT RECEPTION NO. 20030015809), SAID POINT BEING THE **POINT OF BEGINNING**;

1. THENCE N00°45'17"E, A DISTANCE OF 13.44 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 12;
2. THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF LAPORTE AVENUE, S89°14'43"E, A DISTANCE OF 50.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 12;
3. THENCE ALONG THE EASTERLY BOUNDARY OF SAID PARCEL 12 (ALSO BEING THE WESTERLY BOUNDARY OF THAT TRACT OF LAND DESCRIBED AT RECEPTION NO. 20150006199), S00°45'17"W, A DISTANCE OF 5.44 FEET;
4. THENCE N89°14'43"W, A DISTANCE OF 16.51 FEET;
5. THENCE S00°45'17"W, A DISTANCE OF 8.00 FEET;
6. THENCE N89°14'43"W, A DISTANCE OF 10.50 FEET;
7. THENCE N00°45'17"E, A DISTANCE OF 8.00 FEET;
8. THENCE N89°14'43"W, A DISTANCE OF 7.46 FEET;
9. THENCE S00°45'17"W, A DISTANCE OF 8.00 FEET;
10. THENCE N89°14'43"W, A DISTANCE OF 15.53 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 480 SQUARE FEET (0.011 ACRES), MORE OR LESS, AND BEING SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD OR THAT NOW EXIST ON THE GROUND.

EXHIBIT A

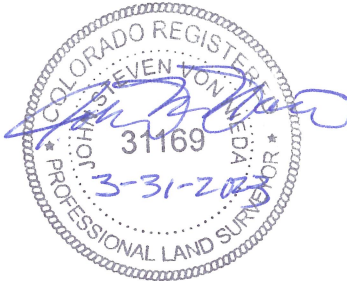
Item 11.

THE PURPOSE OF THE ABOVE-DESCRIBED TEMPORARY EASEMENT IS FOR ACTIVITIES ASSOCIATED WITH SIDEWALK AND ROADWAY CONSTRUCTION.

BASIS OF BEARINGS: CONSIDERING THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, T7N, R69W OF THE 6TH P.M. TO BEAR N89°14'43"W, SAID LINE BEING MONUMENTED ON ITS EAST END BY A 3-1/4" ALUMINUM CAP STAMPED LS 17497, AND ON ITS WEST END BY A 2-1/2" ALUMINUM CAP STAMPED LS 14823, BASED UPON GPS OBSERVATIONS AND THE CITY OF FORT COLLINS COORDINATE SYSTEM, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO

I HEREBY STATE THAT THE ABOVE DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, BELIEF, AND OPINION.

JOHN STEVEN VON NIEDA, COLORADO P.L.S. 31169
FOR AND ON BEHALF OF THE CITY OF FORT COLLINS
P.O. BOX 580, FORT COLLINS, CO 80522



PROJECT NUMBER: TAP M455-133
PARCEL NUMBER: TE-13
PROJECT CODE: 23630
DATE: MARCH 10, 2023

TEMPORARY EASEMENT NO. TE-13 OF THE CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO, PROJECT NO. TAP M455-133 CONTAINING 458 SQ. FT. (0.011 ACRES); LOCATED IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 7 NORTH, RANGE 69 WEST OF THE SIXTH P.M.; CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO; SAID EASEMENT BEING LOCATED WITHIN THAT TRACT OF LAND DESCRIBED IN THE WARRANTY DEED RECORDED FEBRUARY 7, 2003 AT RECEPTION NO. 20030015809 IN THE OFFICE OF THE LARIMER COUNTY CLERK AND RECORDER (HEREINAFTER KNOWN AS PARCEL 13); BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 10; THENCE S81°14'26"W, A DISTANCE OF 263.17 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID PARCEL 13 (ALSO BEING THE EASTERLY BOUNDARY OF THAT TRACT OF LAND DESCRIBED AT RECEPTION NO. 20180024989), SAID POINT BEING THE **POINT OF BEGINNING**;

1. THENCE N00°45'17"E, A DISTANCE OF 13.44 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 13;
2. THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF LAPORTE AVENUE, S89°14'43"E, A DISTANCE OF 50.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 13;
3. THENCE ALONG THE EASTERLY BOUNDARY OF SAID PARCEL 13 (ALSO BEING THE WESTERLY BOUNDARY OF THAT TRACT OF LAND DESCRIBED AT RECEPTION NO. 90042923), S00°45'17"W, A DISTANCE OF 4.44 FEET;
4. THENCE N89°14'43"W, A DISTANCE OF 15.82 FEET;
5. THENCE S00°45'17"W, A DISTANCE OF 9.00 FEET;
6. THENCE N89°14'43"W, A DISTANCE OF 11.00 FEET;
7. THENCE N00°45'17"E, A DISTANCE OF 9.00 FEET;
8. THENCE N89°14'43"W, A DISTANCE OF 7.94 FEET;
9. THENCE S00°45'17"W, A DISTANCE OF 9.00 FEET;
10. THENCE N89°14'43"W, A DISTANCE OF 15.24 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 458 SQUARE FEET (0.011 ACRES), MORE OR LESS, AND BEING SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD OR THAT NOW EXIST ON THE GROUND.

EXHIBIT A

THE PURPOSE OF THE ABOVE-DESCRIBED TEMPORARY EASEMENT IS FOR ACTIVITIES ASSOCIATED WITH SIDEWALK AND ROADWAY CONSTRUCTION.

BASIS OF BEARINGS: CONSIDERING THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, T7N, R69W OF THE 6TH P.M. TO BEAR N89°14'43"W, SAID LINE BEING MONUMENTED ON ITS EAST END BY A 3-1/4" ALUMINUM CAP STAMPED LS 17497, AND ON ITS WEST END BY A 2-1/2" ALUMINUM CAP STAMPED LS 14823, BASED UPON GPS OBSERVATIONS AND THE CITY OF FORT COLLINS COORDINATE SYSTEM, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO

I HEREBY STATE THAT THE ABOVE DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, BELIEF, AND OPINION.

JOHN STEVEN VON NIEDA, COLORADO P.L.S. 31169
FOR AND ON BEHALF OF THE CITY OF FORT COLLINS
P.O. BOX 580, FORT COLLINS, CO 80522



PROJECT NUMBER: TAP M455-133
PARCEL NUMBER: TE-14
PROJECT CODE: 23630
DATE: MARCH 10, 2023

TEMPORARY EASEMENT NO. TE-14 OF THE CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO, PROJECT NO. TAP M455-133 CONTAINING 434 SQ. FT. (0.010 ACRES); LOCATED IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 7 NORTH, RANGE 69 WEST OF THE SIXTH P.M.; CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO; SAID EASEMENT BEING LOCATED WITHIN THAT TRACT OF LAND DESCRIBED IN THE WARRANTY DEED RECORDED APRIL 30, 2018 AT RECEPTION NO. 20180024989 IN THE OFFICE OF THE LARIMER COUNTY CLERK AND RECORDER (HEREINAFTER KNOWN AS PARCEL 14); BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 10; THENCE S82°45'20"W, A DISTANCE OF 312.59 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID PARCEL 14 (ALSO BEING THE EASTERLY BOUNDARY OF THAT TRACT OF LAND DESCRIBED AT RECEPTION NO. 20090028005), SAID POINT BEING THE **POINT OF BEGINNING**;

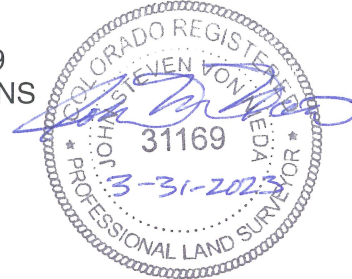
1. THENCE N00°45'17"E, A DISTANCE OF 13.44 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 14;
2. THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF LAPORTE AVENUE, S89°14'43"E, A DISTANCE OF 50.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 14;
3. THENCE ALONG THE EASTERLY BOUNDARY OF SAID PARCEL 14 (ALSO BEING THE WESTERLY BOUNDARY OF THAT TRACT OF LAND DESCRIBED AT RECEPTION NO. 20030015809) S00°45'17"W, A DISTANCE OF 4.44 FEET;
4. THENCE N89°14'43"W, A DISTANCE OF 26.48 FEET;
5. THENCE S00°45'17"W, A DISTANCE OF 9.00 FEET;
6. THENCE N89°14'43"W, A DISTANCE OF 23.52 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 434 SQUARE FEET (0.010 ACRES), MORE OR LESS, AND BEING SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD OR THAT NOW EXIST ON THE GROUND.

BASIS OF BEARINGS: CONSIDERING THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, T7N, R69W OF THE 6TH P.M. TO BEAR N89°14'43"W, SAID LINE BEING MONUMENTED ON ITS EAST END BY A 3-1/4" ALUMINUM CAP STAMPED LS 17497, AND ON ITS WEST END BY A 2-1/2" ALUMINUM CAP STAMPED LS 14823, BASED UPON GPS OBSERVATIONS AND THE CITY OF FORT COLLINS COORDINATE SYSTEM, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO

I HEREBY STATE THAT THE ABOVE DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, BELIEF, AND OPINION.

JOHN STEVEN VON NIEDA, COLORADO P.L.S. 31169
FOR AND ON BEHALF OF THE CITY OF FORT COLLINS
P.O. BOX 580, FORT COLLINS, CO 80522



PROJECT NUMBER: TAP M455-133
PARCEL NUMBER: TE-15
PROJECT CODE: 23630
DATE: MARCH 10, 2023

TEMPORARY EASEMENT NO. TE-15 OF THE CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO, PROJECT NO. TAP M455-133 CONTAINING 606 SQ. FT. (0.014 ACRES); LOCATED IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 7 NORTH, RANGE 69 WEST OF THE SIXTH P.M.; CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO; SAID EASEMENT BEING LOCATED WITHIN THAT TRACT OF LAND DESCRIBED IN THE WARRANTY DEED RECORDED MAY 4, 2009 AT RECEPTION NO. 20090028005 IN THE OFFICE OF THE LARIMER COUNTY CLERK AND RECORDER (HEREINAFTER KNOWN AS PARCEL 15); BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 10; THENCE S84°23'43"W, A DISTANCE OF 311.47 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID PARCEL 15 (ALSO BEING THE WESTERLY BOUNDARY OF THAT TRACT OF LAND DESCRIBED AT RECEPTION NO. 20180024989), SAID POINT BEING THE **POINT OF BEGINNING**;

1. THENCE N89°14'43"W, A DISTANCE OF 33.26 FEET;
2. THENCE S00°45'17"W, A DISTANCE OF 9.00 FEET;
3. THENCE N89°14'43"W, A DISTANCE OF 18.00 FEET;
4. THENCE N00°45'17"E, A DISTANCE OF 9.00 FEET;
5. THENCE N89°14'43"W, A DISTANCE OF 48.74 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF BRYAN AVENUE;
6. THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, N00°45'17"E, A DISTANCE OF 4.44 FEET TO ITS INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF LAPORTE AVENUE;
7. THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, S89°14'43"E, A DISTANCE OF 100.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 15;
8. THENCE S00°45'17"W, A DISTANCE OF 4.44 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 606 SQUARE FEET (0.014 ACRES), MORE OR LESS, AND BEING SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD OR THAT NOW EXIST ON THE GROUND.

THE PURPOSE OF THE ABOVE-DESCRIBED TEMPORARY EASEMENT IS FOR ACTIVITIES ASSOCIATED WITH SIDEWALK AND ROADWAY CONSTRUCTION.

EXHIBIT A

BASIS OF BEARINGS: CONSIDERING THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, T7N, R69W OF THE 6TH P.M. TO BEAR N89°14'43"W, SAID LINE BEING MONUMENTED ON ITS EAST END BY A 3-1/4" ALUMINUM CAP STAMPED LS 17497, AND ON ITS WEST END BY A 2-1/2" ALUMINUM CAP STAMPED LS 14823, BASED UPON GPS OBSERVATIONS AND THE CITY OF FORT COLLINS COORDINATE SYSTEM, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO

I HEREBY STATE THAT THE ABOVE DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, BELIEF, AND OPINION.

JOHN STEVEN VON NIEDA, COLORADO P.L.S. 31169
FOR AND ON BEHALF OF THE CITY OF FORT COLLINS
P.O. BOX 580, FORT COLLINS, CO 80522



PROJECT NUMBER: TAP M455-133
PARCEL NUMBER: TE-16
PROJECT CODE: 23630
DATE: MARCH 10, 2023

TEMPORARY EASEMENT NO. TE-16 OF THE CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO, PROJECT NO. TAP M455-133 CONTAINING 953 SQ. FT. (0.022 ACRES); LOCATED IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 7 NORTH, RANGE 69 WEST OF THE SIXTH P.M.; CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO; SAID EASEMENT BEING LOCATED WITHIN THAT TRACT OF LAND DESCRIBED IN THE WARRANTY DEED RECORDED SEPTEMBER 25, 2018 AT RECEPTION NO. 20180058908 IN THE OFFICE OF THE LARIMER COUNTY CLERK AND RECORDER (HEREINAFTER KNOWN AS PARCEL 16); BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 10; THENCE S86°05'14"W, A DISTANCE OF 571.45 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID PARCEL 16 (ALSO BEING THE EASTERLY BOUNDARY OF THAT TRACT OF LAND DESCRIBED AT RECEPTION NO. 20030150557), SAID POINT BEING THE **POINT OF BEGINNING**;

1. THENCE N00°45'17"E, A DISTANCE OF 16.44 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 16;
2. THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF LAPORTE AVENUE, S89°14'43"E, A DISTANCE OF 100.00 FEET TO ITS INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF BRYAN AVENUE;
3. THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, S00°45'17"W, A DISTANCE OF 5.44 FEET;
4. THENCE N89°14'43"W, A DISTANCE OF 62.81 FEET;
5. THENCE S00°45'17"W, A DISTANCE OF 11.00 FEET;
6. THENCE N89°17'59"W, A DISTANCE OF 37.26 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 953 SQUARE FEET (0.022 ACRES), MORE OR LESS, AND BEING SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD OR THAT NOW EXIST ON THE GROUND.

THE PURPOSE OF THE ABOVE-DESCRIBED TEMPORARY EASEMENT IS FOR ACTIVITIES ASSOCIATED WITH SIDEWALK AND ROADWAY CONSTRUCTION.

BASIS OF BEARINGS: CONSIDERING THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, T7N, R69W OF THE 6TH P.M. TO BEAR N89°14'43"W, SAID LINE BEING MONUMENTED ON ITS EAST END BY A 3-1/4" ALUMINUM CAP STAMPED LS 17497, AND ON ITS WEST END

EXHIBIT A

BY A 2-1/2" ALUMINUM CAP STAMPED LS 14823, BASED UPON GPS OBSERVATIONS AND THE CITY OF FORT COLLINS COORDINATE SYSTEM, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO

I HEREBY STATE THAT THE ABOVE DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, BELIEF, AND OPINION.

JOHN STEVEN VON NIEDA, COLORADO P.L.S. 31169
FOR AND ON BEHALF OF THE CITY OF FORT COLLINS
P.O. BOX 580, FORT COLLINS, CO 80522



PROJECT NUMBER: TAP M455-133
PARCEL NUMBER: TE-17
PROJECT CODE: 23630
DATE: MARCH 10, 2023

TEMPORARY EASEMENT NO. TE-17 OF THE CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO, PROJECT NO. TAP M455-133 CONTAINING 901 SQ. FT. (0.021 ACRES); LOCATED IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 7 NORTH, RANGE 69 WEST OF THE SIXTH P.M.; CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO; SAID EASEMENT BEING LOCATED WITHIN THAT TRACT OF LAND DESCRIBED IN THE WARRANTY DEED RECORDED DECEMBER 2, 2003 AT RECEPTION NO. 20030150557 IN THE OFFICE OF THE LARIMER COUNTY CLERK AND RECORDER (HEREINAFTER KNOWN AS PARCEL 17); BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 10; THENCE S84°43'29"W, A DISTANCE OF 633.05 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID PARCEL 17 (ALSO BEING THE EASTERLY BOUNDARY OF THAT TRACT OF LAND DESCRIBED AT RECEPTION NO. 20170059155), SAID POINT BEING THE **POINT OF BEGINNING**;

1. THENCE N00°45'17"E, A DISTANCE OF 36.44 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 17;
2. THENCE ALONG THE SOUTH RIGHT-OF WAY LINE OF LAPORTE AVENUE, S89°14'43"E, A DISTANCE OF 60.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 17;
3. THENCE ALONG THE EASTERLY BOUNDARY OF SAID PARCEL 17 (ALSO BEING THE WESTERLY BOUNDARY OF THAT TRACT OF LAND DESCRIBED AT RECEPTION NO. 20180058908), S00°45'17"W, A DISTANCE OF 2.44 FEET;
4. THENCE N89°14'43"W, A DISTANCE OF 37.77 FEET;
5. THENCE S00°45'17"W, A DISTANCE OF 34.00 FEET;
6. THENCE N89°14'43"W, A DISTANCE OF 22.23 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 901 SQUARE FEET (0.021 ACRES), MORE OR LESS, AND BEING SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD OR THAT NOW EXIST ON THE GROUND.

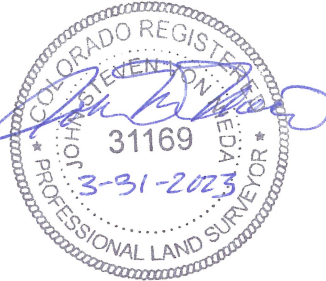
THE PURPOSE OF THE ABOVE-DESCRIBED TEMPORARY EASEMENT IS FOR ACTIVITIES ASSOCIATED WITH SIDEWALK AND ROADWAY CONSTRUCTION.

BASIS OF BEARINGS: CONSIDERING THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, T7N, R69W OF THE 6TH P.M. TO BEAR N89°14'43"W, SAID LINE BEING MONUMENTED ON ITS EAST

END BY A 3-1/4" ALUMINUM CAP STAMPED LS 17497, AND ON ITS WEST END BY A 2-1/2" ALUMINUM CAP STAMPED LS 14823, BASED UPON GPS OBSERVATIONS AND THE CITY OF FORT COLLINS COORDINATE SYSTEM, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO

I HEREBY STATE THAT THE ABOVE DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, BELIEF, AND OPINION.

JOHN STEVEN VON NIEDA, COLORADO P.L.S. 31169
FOR AND ON BEHALF OF THE CITY OF FORT COLLINS
P.O. BOX 580, FORT COLLINS, CO 80522



PROJECT NUMBER: TAP M455-133
PARCEL NUMBER: TE-18
PROJECT CODE: 23630
DATE: MARCH 10, 2023

TEMPORARY EASEMENT NO. TE-18 OF THE CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO, PROJECT NO. TAP M455-133 CONTAINING 1,241 SQ. FT. (0.028 ACRES); LOCATED IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 7 NORTH, RANGE 69 WEST OF THE SIXTH P.M.; CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO; SAID EASEMENT BEING LOCATED WITHIN THAT TRACT OF LAND DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED SEPTEMBER 1, 2017 AT RECEPTION NO. 20170059155 IN THE OFFICE OF THE LARIMER COUNTY CLERK AND RECORDER (HEREINAFTER KNOWN AS PARCEL 18); BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 10; THENCE S87°27'36"W, A DISTANCE OF 756.91 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID PARCEL 18 (ALSO BEING THE EASTERLY BOUNDARY OF TRACT A OF THE CITY PARK NORTH SUBDIVISION RECORDED AT RECEPTION NO. 20110014248), SAID POINT BEING THE **POINT OF BEGINNING**;

1. THENCE N29°25'53"W, A DISTANCE OF 15.55 FEET TO THE NORTHWEST CORNER OF SAID PARCEL18;
2. THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF LAPORTE AVENUE, S89°14'43"E, A DISTANCE OF 133.92 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 18;
3. THENCE ALONG THE EASTERLY BOUNDARY OF SAID PARCEL 18 (ALSO BEING THE WESTERLY BOUNDARY OF THAT TRACT OF LAND DESCRIBED AT RECEPTION NO. 20030150557), S00°45'17"W, A DISTANCE OF 3.44 FEET;
4. THENCE N89°14'43"W, A DISTANCE OF 36.08 FEET;
5. THENCE S00°45'17"W, A DISTANCE OF 10.00 FEET;
6. THENCE N89°14'43"W, A DISTANCE OF 26.00 FEET;
7. THENCE N00°45'17"E, A DISTANCE OF 10.00 FEET;
8. THENCE N89°14'43"W, A DISTANCE OF 14.61 FEET;
9. THENCE S00°45'17"W, A DISTANCE OF 10.00 FEET;
10. THENCE N89°14'43"W, A DISTANCE OF 49.41 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1,241 SQUARE FEET (0.028 ACRES), MORE OR LESS, AND BEING SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD OR THAT NOW EXIST ON THE GROUND.

EXHIBIT A

Item 11.

THE PURPOSE OF THE ABOVE-DESCRIBED TEMPORARY EASEMENT IS FOR ACTIVITIES ASSOCIATED WITH SIDEWALK AND ROADWAY CONSTRUCTION.

BASIS OF BEARINGS: CONSIDERING THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, T7N, R69W OF THE 6TH P.M. TO BEAR N89°14'43"W, SAID LINE BEING MONUMENTED ON ITS EAST END BY A 3-1/4" ALUMINUM CAP STAMPED LS 17497, AND ON ITS WEST END BY A 2-1/2" ALUMINUM CAP STAMPED LS 14823, BASED UPON GPS OBSERVATIONS AND THE CITY OF FORT COLLINS COORDINATE SYSTEM, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO

I HEREBY STATE THAT THE ABOVE DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, BELIEF, AND OPINION.

JOHN STEVEN VON NIEDA, COLORADO P.L.S. 31169
FOR AND ON BEHALF OF THE CITY OF FORT COLLINS
P.O. BOX 580, FORT COLLINS, CO 80522



PROJECT NUMBER: TAP M455-133
PARCEL NUMBER: TE-20
PROJECT CODE: 23630
DATE: MARCH 10, 2023

TEMPORARY EASEMENT NO. TE-20 OF THE CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO, PROJECT NO. TAP M455-133 CONTAINING 475 SQ. FT. (0.011 ACRES); LOCATED IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 7 NORTH, RANGE 69 WEST OF THE SIXTH P.M.; CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO; SAID EASEMENT BEING LOCATED WITHIN THAT TRACT OF LAND DESCRIBED IN THE QUIT CLAIM DEED RECORDED JUNE 13, 1990 AT RECEPTION NO. 90025433 IN THE OFFICE OF THE LARIMER COUNTY CLERK AND RECORDER (HEREINAFTER KNOWN AS PARCEL 20); BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 10; THENCE S88°31'48"W, A DISTANCE OF 1,017.59 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID PARCEL 20 (ALSO BEING THE EASTERLY BOUNDARY OF LOT 17, BLOCK 1 OF THE FREY SUBDIVISION RECORDED IN BOOK 4, PAGE 73 IN THE LARIMER COUNTY CLERK AND RECORDER'S OFFICE), SAID POINT BEING THE **POINT OF BEGINNING**;

1. THENCE N00°34'34"E, A DISTANCE OF 9.50 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 20;
2. THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF LAPORTE AVENUE, S89°14'43"E, A DISTANCE OF 50.00 FEET TO ITS INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF FREY AVENUE;
3. THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, S00°34'34"W, A DISTANCE OF 9.50 FEET;
4. THENCE N89°14'43"W, A DISTANCE OF 50.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 475 SQUARE FEET (0.011 ACRES), MORE OR LESS, AND BEING SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD OR THAT NOW EXIST ON THE GROUND.

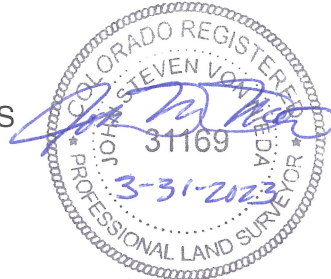
THE PURPOSE OF THE ABOVE-DESCRIBED TEMPORARY EASEMENT IS FOR ACTIVITIES ASSOCIATED WITH SIDEWALK AND ROADWAY CONSTRUCTION.

BASIS OF BEARINGS: CONSIDERING THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, T7N, R69W OF THE 6TH P.M. TO BEAR N89°14'43"W, SAID LINE BEING MONUMENTED ON ITS EAST END BY A 3-1/4" ALUMINUM CAP STAMPED LS 17497, AND ON ITS WEST END BY A 2-1/2" ALUMINUM CAP STAMPED LS 14823, BASED UPON GPS OBSERVATIONS AND THE CITY OF FORT COLLINS COORDINATE SYSTEM, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO

EXHIBIT A

I HEREBY STATE THAT THE ABOVE DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, BELIEF, AND OPINION.

JOHN STEVEN VON NIEDA, COLORADO P.L.S. 31169
FOR AND ON BEHALF OF THE CITY OF FORT COLLINS
P.O. BOX 580, FORT COLLINS, CO 80522



PROJECT NUMBER: TAP M455-133
PARCEL NUMBER: TE-21
PROJECT CODE: 23630
DATE: MARCH 10, 2023

TEMPORARY EASEMENT NO. TE-21 OF THE CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO, PROJECT NO. TAP M455-133 CONTAINING 587 SQ. FT. (0.013 ACRES); LOCATED IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 7 NORTH, RANGE 69 WEST OF THE SIXTH P.M.; CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO; SAID EASEMENT BEING LOCATED WITHIN LOT 17, BLOCK 1 OF THE FREY SUBDIVISION RECORDED JULY 9, 1924 IN BOOK 4, PAGE 73 IN THE OFFICE OF THE LARIMER COUNTY CLERK AND RECORDER; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 10; THENCE S88°31'48"W, A DISTANCE OF 1,017.59 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID LOT 17, SAID POINT BEING THE **POINT OF BEGINNING**;

1. THENCE N89°14'43"W, A DISTANCE OF 33.92 FEET;
2. THENCE S00°34'34"W, A DISTANCE OF 7.00 FEET;
3. THENCE N89°14'43"W, A DISTANCE OF 16.08 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID LOT 17;
4. THENCE N00°34'34"E, A DISTANCE OF 16.50 FEET TO THE NORTHWEST CORNER OF SAID LOT 17;
5. THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF LAPORTE AVENUE, S89°14'43"E, A DISTANCE OF 50.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 17;
6. THENCE S00°34'34"W, A DISTANCE OF 9.50 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 587 SQUARE FEET (0.013 ACRES), MORE OR LESS, AND BEING SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD OR THAT NOW EXIST ON THE GROUND.

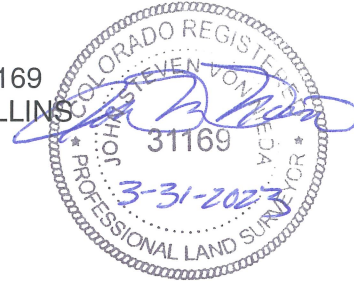
THE PURPOSE OF THE ABOVE-DESCRIBED TEMPORARY EASEMENT IS FOR ACTIVITIES ASSOCIATED WITH SIDEWALK AND ROADWAY CONSTRUCTION.

BASIS OF BEARINGS: CONSIDERING THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, T7N, R69W OF THE 6TH P.M. TO BEAR N89°14'43"W, SAID LINE BEING MONUMENTED ON ITS EAST END BY A 3-1/4" ALUMINUM CAP STAMPED LS 17497, AND ON ITS WEST END BY A 2-1/2" ALUMINUM CAP STAMPED LS 14823, BASED UPON GPS OBSERVATIONS AND THE CITY OF FORT COLLINS COORDINATE SYSTEM, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO

EXHIBIT A

I HEREBY STATE THAT THE ABOVE DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, BELIEF, AND OPINION.

JOHN STEVEN VON NIEDA, COLORADO P.L.S. 31169
FOR AND ON BEHALF OF THE CITY OF FORT COLLINS
P.O. BOX 580, FORT COLLINS, CO 80522



PROJECT NUMBER: TAP M455-133
PARCEL NUMBER: TE-22
PROJECT CODE: 23630
DATE: MARCH 10, 2023

TEMPORARY EASEMENT NO. TE-22 OF THE CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO, PROJECT NO. TAP M455-133 CONTAINING 594 SQ. FT. (0.014 ACRES); LOCATED IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 7 NORTH, RANGE 69 WEST OF THE SIXTH P.M.; CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO; SAID EASEMENT BEING LOCATED WITHIN LOT 16, BLOCK 1 OF THE FREY SUBDIVISION RECORDED JULY 9, 1924 IN BOOK 4, PAGE 73 IN THE OFFICE OF THE LARIMER COUNTY CLERK AND RECORDER; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 10; THENCE S88°43'45"W, A DISTANCE OF 1,117.53 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID LOT 16, SAID POINT BEING THE **POINT OF BEGINNING**;

1. THENCE N00°34'34"E, A DISTANCE OF 9.50 FEET TO THE NORTHWEST CORNER OF SAID LOT 16;
2. THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF LAPORTE AVENUE, S89°14'43"E, A DISTANCE OF 50.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 16;
3. THENCE ALONG THE EASTERLY BOUNDARY OF SAID LOT 16, S00°34'34"W, A DISTANCE OF 16.50 FEET;
4. THENCE N89°14'43"W, A DISTANCE OF 16.92 FEET;
5. THENCE N00°34'34"E, A DISTANCE OF 7.00 FEET;
6. THENCE N89°14'43"W, A DISTANCE OF 33.08 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 594 SQUARE FEET (0.014 ACRES), MORE OR LESS, AND BEING SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD OR THAT NOW EXIST ON THE GROUND.

THE PURPOSE OF THE ABOVE-DESCRIBED TEMPORARY EASEMENT IS FOR ACTIVITIES ASSOCIATED WITH SIDEWALK AND ROADWAY CONSTRUCTION.

BASIS OF BEARINGS: CONSIDERING THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, T7N, R69W OF THE 6TH P.M. TO BEAR N89°14'43"W, SAID LINE BEING MONUMENTED ON ITS EAST END BY A 3-1/4" ALUMINUM CAP STAMPED LS 17497, AND ON ITS WEST END BY A 2-1/2" ALUMINUM CAP STAMPED LS 14823, BASED UPON GPS OBSERVATIONS AND THE CITY OF FORT COLLINS COORDINATE SYSTEM, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO

I HEREBY STATE THAT THE ABOVE DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, BELIEF, AND OPINION.

JOHN STEVEN VON NIEDA, COLORADO P.L.S. 31169
FOR AND ON BEHALF OF THE CITY OF FORT COLLINS
P.O. BOX 580, FORT COLLINS, CO 80522





Sheet Revisions			Sheet Revisions			Sheet Revisions		
Date	Description	Initials	Date	Description	Initials	Date	Description	Initials

Right of Way Plans		
Title Sheet		
Project Number: XXXXX		
Project Location: XXXXX		
XXXXX		
Project Code: Last Mod. Date	Subset	Sheet No.



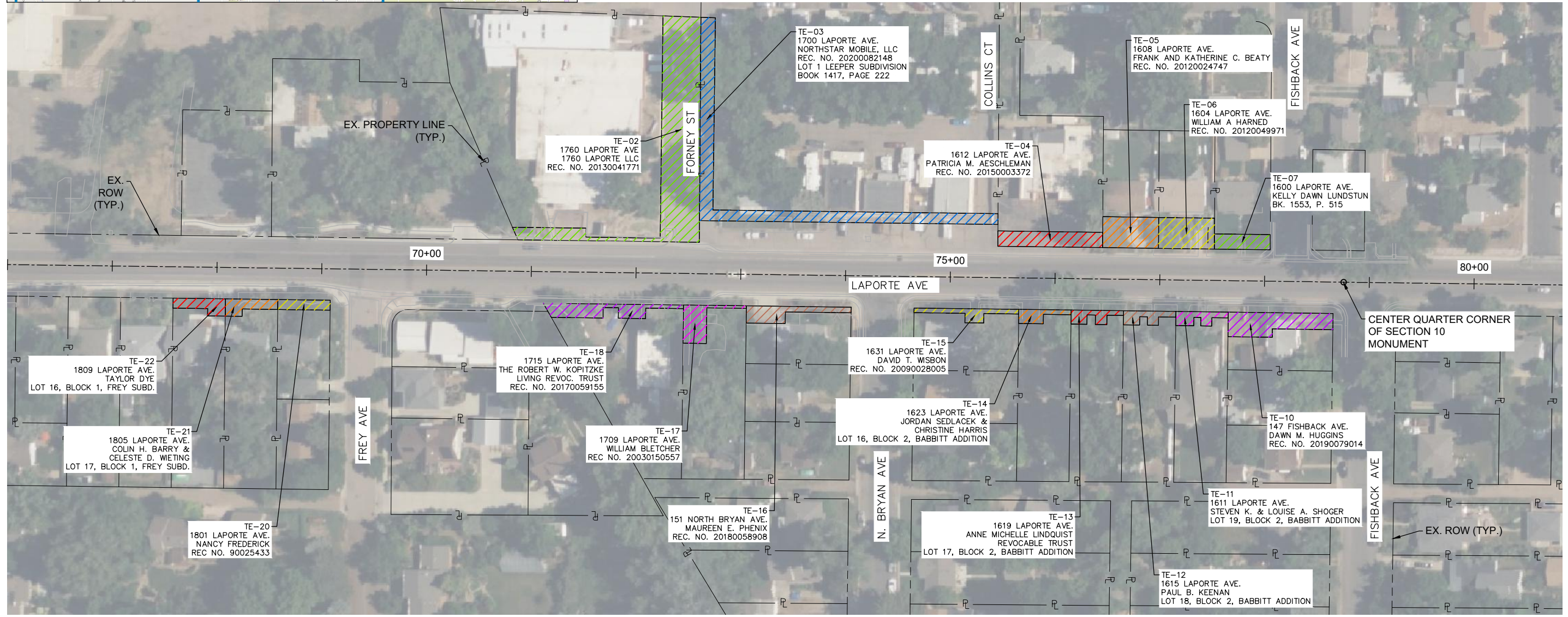
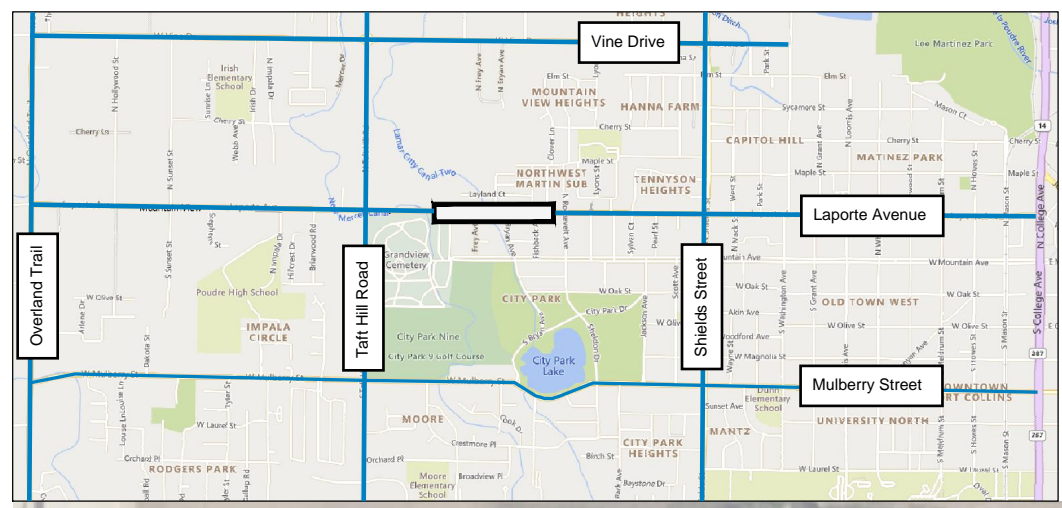
DEPARTMENT OF TRANSPORTATION STATE OF COLORADO

RIGHT OF WAY PLANS PROPOSED CDOT PROJECT NO. TAP M455-133 CDOT PROJECT CODE 23630 LAPORTE AVE LARIMER COUNTY



SURVEYOR STATEMENT (ROW PLAN)

I, _____, a professional land surveyor licensed in the State of Colorado, do hereby state to the Colorado Department of Transportation that based upon my knowledge, information and belief, the research, calculations and evaluation of the survey evidence were performed and this Right-of-Way Plan was prepared under my responsible charge in accordance with applicable standards of practice defined by Colorado Department of Transportation publications. This statement is not a guaranty or warranty, either expressed or implied.



FILING CERTIFICATION: DAY OF _____, 20____, AT _____ M.,
 DEPOSITED THIS _____ OF THE COUNTY LAND SURVEYS/RIGHT OF WAY
 SURVEYS AT PAGE _____, RECEPTION NUMBER _____
 SIGNED _____ DEPT. _____

hpw_work\horrocks\0510118\CO-6275-22-EXTP-01_44\2023 9:21:59 PM, Sean Fahey



AGENDA ITEM SUMMARY

City Council

STAFF

Jim McDonald, Cultural Services Director
Solara Clark, Business Support III
Ingrid Decker, Legal

SUBJECT

Resolution 2023-040 Approving Fort Fund Grant Disbursements – Project Support.

EXECUTIVE SUMMARY

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 Project Support category, based upon the recommendations of the Cultural Resources Board.

STAFF RECOMMENDATION

Staff recommends adoption of the Resolution.

BACKGROUND / DISCUSSION

The Fort Fund grant program, established in 1989, disburses lodging tax revenues deposited in the City’s Cultural Development and Programming Account and the Tourism Programming Account in accordance with the provisions of Section 25-244 of the City Code, where 25% of the revenue from the lodging tax fund is applied to the Cultural Development and Programming Account and 5% of revenue from lodging tax is dedicated to the Tourism Programming Account. Local non-profit organizations may apply to Fort Fund for cultural and/or tourism event support. The Cultural Resources Board is authorized to review grant applications based on approved guidelines and make recommendations for Fort Fund disbursements to Council, pursuant to Section 2-145(b) of the City Code. There are three funding programs available: Organizational Support, Project Support, and Project Support II.

Fort Fund grants support arts and cultural events that enrich the creative vitality of the community, promote local heritage and diversity, and provide opportunities for arts and cultural participation. The grants help promote Fort Collins as a creative center, supporting the city as an overall tourist destination and promoting the health and well-being of all residents and visitors.

March 23, 2023, Funding Session

At its March 23, 2023, funding session, the Cultural Resources Board reviewed twenty-eight Project Support applications with total requests equaling \$323,625. Twenty-eight applications were found eligible and recommended for funding of \$205,000.

The following table summarizes the Project Support requests, available funds and grant award amounts:

Grant Requests	Available Funds	Grant Awards
\$323,625	\$205,000	\$205,000

The Cultural Resources Board scored each application using the funding criteria outlined in the Fort Fund Guidelines and discussed the applications at its March 23, 2023, meeting. The 2023 grant application specifically included a question on how applicants would produce their project if COVID-19 restrictions were still in place. This aided the Board with its review of project feasibility. The Board discussion is outlined in the draft minutes. The Board is recommending disbursement of \$205,000 to the eligible applicants as outlined in Exhibit A to the Resolution.

CITY FINANCIAL IMPACTS

The Fort Fund grant program, established in 1989, disburses lodging tax revenues deposited in the City’s Cultural Development and Programming Account and Tourism Programming Account in accordance with the provisions of Section 25-244 of the City Code. This Resolution would distribute \$205,000 from the Cultural Development and Programming Account and Tourism Programming Account to local non-profit organizations. Each grantee organization must provide funds to match the grant amount. These funds were budgeted and appropriated in the 2023 budget. Lodging tax is collected pursuant to Section 25-242 of the City Code.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

The Cultural Resources Board is presenting these recommendations to Council for programs and organizations to receive funding at the recommended grant amounts from the Cultural Development and Programming Account and Tourism Programming Account.

Exhibit A to the Resolution presents the allocations recommended by the Cultural Resources Board to the Council for Project Support funding.

PUBLIC OUTREACH

None.

ATTACHMENTS

- 1. Resolution for Consideration
- 2. Resolution Exhibit A
- 3. Cultural Resources Board Minutes, March 2023 (draft)

RESOLUTION 2023-040
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROVING FORT FUND GRANT DISBURSEMENTS –
PROJECT SUPPORT

WHEREAS, providers of lodging accommodations in the City are required by Section 25-250 of the City Code to pay three percent of all revenues derived from such lodging accommodations to the City as a lodging tax; and

WHEREAS, pursuant to Section 25-244 of the City Code, twenty-five percent of those revenues are reserved for cultural development and programming, and seventy-five percent of all revenues received by the City from lodging tax are reserved for promotion of convention and visitor activities; and

WHEREAS, pursuant to Section 25-244 of the City Code, the Community Cultural Development and Programming Account was established for the purpose of funding cultural development and programming activities, and the Tourism Programming Account was established for the purpose of funding tourist-related special events; and

WHEREAS, the City disburses funds from the City's Cultural Development and Programming Account and Tourism Programming Account in accordance with Sections 2-145 and 25-244 of the City Code through its Fort Fund Program; and

WHEREAS, there are three Fort Fund funding programs available for applicants: Organizational Support, Project Support, and Project Support II for smaller organizations; and

WHEREAS, the City's Cultural Resources Board reviews applications from the community for Fort Fund monies and makes recommendations to the City Council in accordance with Section 2-145 of the City Code, and in accordance with the administrative guidelines for the Fort Fund program (the "Fort Fund Guidelines"); and

WHEREAS, at its meeting on March 23, 2023, the Cultural Resources Board recommended funding for various proposals in the Project Support category based on the criteria and considerations set forth in Section 2-145 of the City Code and the Fort Fund Guidelines; and

WHEREAS, the use of lodging tax revenues will provide a public benefit to the Fort Collins community by supporting cultural development and public programming activities within the City that promote the use of public accommodations within the City; and

WHEREAS, the City Council wishes to approve Fort Fund grant disbursements as set forth in Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That the City Council hereby finds that the distribution of funds through the Fort Fund program as set forth on Exhibit "A" will promote the cultural and economic health of the community and in doing so will serve a recognized and valuable public purpose.

Section 3. That funds in the total amount of TWO HUNDRED FIVE THOUSAND DOLLARS (\$205,000), comprised of \$145,156 from the City's Cultural Development and Programming Account and \$59,844 from the Tourism Programming Account, are hereby approved for distribution as set forth in Exhibit "A".

Passed and adopted at a regular meeting of the Council of the City of Fort Collins this 18th day of April, 2023.

Mayor

ATTEST:

City Clerk

EXHIBIT A
FORT FUND GRANT PROGRAM
 APRIL 18, 2023

	A	B	C	D	E	F	G
1							
2	FORT FUND GRANT PROGRAM						
3	Project Support						
5	March 2023						
6							
7				Approved Funding			
8	APPLICANT	PROPOSED EVENT/DATE	FUNDING REQUESTS	CULTURAL DEVELOPMENT & PROGRAMMING	TOURISM PROGRAMMING	UNFUNDED BALANCE	PERCENT OF REQUEST FUNDED
9	ACT Human Rights Film Festival (CSU)	ACT Human Rights Film Festival 2024 April 3-7, 2024	\$15,000		\$10,499	\$4,501	70%
10	Blast N Scrap (Culinary Hospitality Outreach and Wellness)	Blast Shows! May - December, 2023	\$15,000	\$9,449		\$5,551	63%
11	Body/Speak (CSU)	Body/Speak February 2-3, 2024	\$5,000	\$2,800		\$2,200	56%
12	Centennial Children's Chorus	Centennial Children's Chorus 2023-2024 August 2023- June 2024	\$13,500	\$8,032		\$5,468	59%
13	Colorado Bach Ensemble	Colorado Bach Ensemble's 2023/24 Season December 2023- April 2024	\$15,000	\$9,449		\$5,551	63%
14	Control Group Productions	Bitter Moon September - December 2023	\$13,000	\$7,279		\$5,721	56%
15	Dance Express	Celebrations of Dance '23 & '24 October 2023- May 2024	\$11,500	\$7,244		\$4,256	63%
16	Debut Theatre Company	2023-2024 Childrens Theatre Season October 2023, May 2024	\$6,000	\$3,780		\$2,220	63%
17	Foothills Pops Band	2023-2023 Concert Season October 2023- May 2024	\$5,000	\$3,150		\$1,850	63%
18	Fort Collins Comic Con (Alliance for Suicide Prevention)	Comic Con 2023 August 26-27, 2023	\$15,000		\$9,449	\$5,551	63%
19	Fort Collins Mural Project	FCMP 23'-24' Events May - December, 2023	\$15,000	\$9,449		\$5,551	63%
20	Fort Collins Musicians Association	FoCoMX 2024 April 26-27, 2024	\$15,000		\$10,499	\$4,501	70%
21	Fort Collins Wind Symphony	2023-2024 Season October 2023- May 2024	\$7,000	\$4,899		\$2,101	70%
22	Friends of the Gardens on Spring Creek	2023 Community Events October & December, 2023	\$15,000		\$9,449	\$5,551	63%
23	Front Range Chamber Players	Season 39 October 2023- May 2024	\$11,000	\$6,929		\$4,071	63%
24	Global Village Museum of Arts & Culture	Exploring the Winter Solstice December 1, 2023- January 19, 2024	\$5,000	\$2,800		\$2,200	56%
25	Gregory Allicar Museum of Art (CSU)	GAMA Summer-Fall Programming 2023 May - December 2023	\$15,000	\$8,924		\$6,076	59%
26	Health and Wellness Orchestra (Frontrange Community College Foundation)	Health and Wellness Orchestra Season 2023-2024	\$15,000	\$8,924		\$6,076	59%
27	IMPACT Dance Company	Season 29 - Nourish and Finding (our way) Home September 2023, March 2024	\$15,000	\$10,499		\$4,501	70%
28	International Keyboard Odysiad & Festival, Inc.	2023 International Keyboard Odysiad and Festival July 29-August 5, 2023	\$15,000		\$10,499	\$4,501	70%
29	LuneAseas	Community Performance Puzzles July 7-8, October 13-14 2023, February 9-10 2024	\$12,000	\$7,139		\$4,861	59%

EXHIBIT A
 FORT FUND GRANT PROGRAM
 APRIL 2021

Item 12.

	A	B	C	D	E	F	G
30	National Association for Interpretation	Poudre RiverFest August 12, 2023	\$5,000		\$3,150	\$1,850	63%
31	New Horizons Band of Northern Colorado	2023-2024 Season September 2023- September 2024	\$6,000	\$3,780		\$2,220	63%
32	Off the Hook Arts	SummerFest 2023: Visions and Decisions June 21, 22, 25, and 28, 2023	\$6,625	\$4,173		\$2,452	63%
33	Poudre Landmarks Foundation	Season of Events 2023 2023-2024	\$15,000	\$9,449		\$5,551	63%
34	Sound Affects Music	Shine Co-Mission May - December, 2023	\$12,000	\$7,559		\$4,441	63%
35	Trees, Water & People	Return to Council Tree July 3 - October 9, 2023	\$15,000	\$9,449		\$5,551	63%
36	United Way of Larimer County	Juneteenth: Celebrate Freedom June 16-18, 2023	\$10,000		\$6,299	\$3,701	63%
37							
38	Totals		\$323,625	\$205,000		\$118,625	63%
39							
40	<i>Scores are based on application materials and Fort Fund's "Criteria for Funding."</i>						

MINUTES

CITY OF FORT COLLINS • BOARDS AND COMMISSIONS

Cultural Resources Board

FUNDING MEETING

Thursday, March 23rd, 2023 – 5:30 PM

Columbine Room, The Lincoln Center



CALL TO ORDER: 5:38 PM

ROLL CALL

- Board Members Present – Kelly Barber, Jean McGinnis, Nandini Singh, Audra Vaisbort, Timothy Vavra
- Board Members Remote – Leslie Walker (Chair)
- Board Members Absent – Vicki Fogel Mykles (Vice-Chair)
- Staff Members Present – Solara Clark, Jim McDonald
- Guest(s) - Katy Schneider- Vice President of Marketing, Visit Fort Collins

AGENDA REVIEW

CITIZEN PARTICIPATION

APPROVAL OF MINUTES

- Approval of February 2023 minutes. Nandini Singh made a motion to accept the minutes. Audra Vaisbort seconded the motion. The motion passed unanimously.

UNFINISHED BUSINESS

NEW BUSINESS

- 2023 Project Support – Discussion and Funding Recommendations
 - Jim McDonald reviewed the 2023 Project Support Funding Results.
 - The Board discussed and reviewed twenty-eight 2023 Project Support applications and funding recommendations.
 - Jean McGinnis made a motion to accept the funding recommendations. Kelly Barber seconded the motion. The motion passed unanimously.
- Update on Fort Fund Community Meetings
 - Jim McDonald updated the Board on the Community Meetings that took place on March 2nd and 5th. He informed the Board that there was a lot of positive feedback from the community about the changes to the guidelines.
 - Jim McDonald mentioned there was also feedback from the meeting was about fiscal sponsors and how staff can aid applicants and organizations with navigating applying with a fiscal sponsor.
 - At the request of Kelly Barber, Jim McDonald explained fiscal sponsors to the Board.
 - Jim McDonald informed the Board that staff will be presenting a draft of the new Fort Fund guidelines at the April and May meeting for feedback and discussion.

MINUTES

CITY OF FORT COLLINS • BOARDS AND COMMISSIONS

Cultural Resources Board

FUNDING MEETING

Thursday, March 23rd, 2023 – 5:30 PM

Columbine Room, The Lincoln Center



- Katy Schneider- Vice President of Marketing, Visit Fort Collins – Presentation
 - Katy Schneider gave an informational presentation about Visit Fort Collins and discussed the importance of art and culture in relation to tourism.
 - Nandini Singh asked a question about targeting international students at Colorado State University. Katy Schneider let the Board know that Visit Fort Collins works closely with Colorado State University and that they hope to target those students more in the future.
 - Year-end lodging collections – 2022 lodging tax has been the highest lodging tax collection rate since 2019 and the January 2023 lodging tax has doubled the January 2022 amount.

DIRECTOR'S REPORT

- Jim McDonald explained the lodging tax distributions between Fort Fund and Visit Fort Collins. He noted that lodging tax revenue for Fort Fund was reallocated and approved by City Council at the March 21st council meeting based on the actual 2022 revenue.
- Jim McDonald informed the Board that the City has officially hired Dean Klingner as the new Community Services Director.
- Jim McDonald informed the Board that the Department has officially hired Kim Manajek as the new Director of the Gardens on Spring Creek.

BOARD MEMBER REPORTS

- Jean McGinnis brought up a concern about liaison organizations giving short notices about events. Staff requested that any concerns about liaison events be sent to Solara Clark.
- Jim McDonald informed the Board that Solara Clark will be sending out a list of grantee organizations that have upcoming events to assign Board liaisons to.
- Nandini informed the Board that this is her last Cultural Resources Board meeting because she will be moving to Germany with her husband. She expressed her gratitude to the other members and her enjoyment of serving on the Board.

OTHER BUSINESS

ADJOURNMENT:

- Nandini Singh made a motion to adjourn at 6:47 PM. Jean McGinnis seconded the motion. The motion passed unanimously. Approved by roll call, Ayes: Kelly Barber, Jean McGinnis, Nandini Singh, Audra Vaisbort, Leslie Walker.

Respectfully submitted,
Solara Clark
Business Support III



AGENDA ITEM SUMMARY

City Council

STAFF

Derek Bergsten, PFA Fire Chief

SUBJECT

Poudre Fire Authority Annual Report.

EXECUTIVE SUMMARY

The purpose of this staff report is to discuss the Poudre Fire Authority's overall performance in fulfilling its responsibilities under the intergovernmental Agreement Between its parent organization, the Fort Collins (City) Council and the Poudre Valley Fire Protection (District) Board.

BACKGROUND / DISCUSSION

Chief Bergsten will provide information around the governance of Poudre Fire Authority (PFA) to both Council and the Poudre Valley Fire Protection District Board (District), including PFA's 2022 Annual Report. Council and the District Board will have the opportunity to review the ongoing relationship between the two entities and discuss any possible issues of concern.

ATTACHMENTS

1. Intergovernmental Agreement
2. 2022 Annual Report
3. Presentation

AMENDED AND RESTATED

INTERGOVERNMENTAL AGREEMENT

ESTABLISHING THE POUDRE FIRE AUTHORITY

THIS AGREEMENT, entered into this 15th day of July, 2014, pursuant to Section 29-1-201 et seq., C.R.S., by and between THE CITY OF FORT COLLINS, COLORADO, a municipal corporation, hereinafter referred to as the "City", and THE POUDRE VALLEY FIRE PROTECTION DISTRICT, Larimer County, State of Colorado, hereinafter referred to as the "District".

WITNESSETH:

WHEREAS, the parties to this Agreement have entered into previous intergovernmental agreements providing for the formation of an independent governmental entity for the purpose of providing fire protection and related services, as noted in such previous intergovernmental agreements, within the respective territorial limits of the parties hereto, which entity is known as the POUDRE FIRE AUTHORITY; and

WHEREAS, those previous agreements, as amended, have been mutually beneficial in providing a higher degree of protection to persons and property within the respective territorial limits of the parties hereto; and

WHEREAS, the parties desire to provide for the continued existence of the POUDRE FIRE AUTHORITY, and to amend and restate in full all previous intergovernmental agreements regarding the establishment and operation of the POUDRE FIRE AUTHORITY.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

ARTICLE I

GENERAL PROVISIONS

1.1. Term of the Agreement. This Agreement shall be in effect from the date first above written until terminated by the parties as herein provided. In addition to the option to terminate for non-appropriation as described in Section 5.4., below, this Agreement may be terminated under this Section by either party hereto, provided written notice of termination is given to the other party. The effective date of termination shall be on December 31 of any calendar year, provided said termination shall be no sooner than twenty-four (24) months after service of the written notice of termination.

1.2. Poudre Fire Authority. The existence of the independent governmental entity known as the "POUDRE FIRE AUTHORITY", hereinafter referred to as the "Authority", created by the intergovernmental agreement of the parties dated December 22, 1981, as such agreement was amended thereafter, is hereby continued. The Authority is an independent governmental entity separate and distinct from the City and the District. The Authority may provide, either directly or by contract, fire protection, emergency medical, rescue and ambulance services, enforcement of fire prevention codes, hazardous materials response, and other emergency services typically provided by a public fire department and that may be provided by a fire department under the City Charter and by a fire protection district organized pursuant to Article 1, Title 32, C.R.S., within the respective territorial limits of the parties (collectively, the "Fire Rescue Services").

1.3. Nature of the Authority. The Authority is a separate legal entity organized pursuant to Section 29-1-203(4), C.R.S. In carrying out its purposes, the Authority will observe and comply with statutes and laws applicable to the District and the City, including, but not limited to Parts 1, 5, and 6 of Article 1, Title 29, C.R.S., regarding budget preparation, accounting, and auditing; and Part 4 of Article 6, and Parts 2 and 3 of Article 72 as applicable to the Authority, and Article 10 of Title 24, C.R.S., regarding open meetings, open records, criminal justice records, and governmental immunity. The parties intend that the Authority not be considered a "district" subject to Article X, Section 20 of the Colorado Constitution. The Authority boundaries shall consist of the combined territorial boundaries of the parties.

1.4. Governing Board. The Authority shall be administered by a governing Board of five (5) members, hereinafter referred to as the "Board." The City shall appoint two (2) members and the District shall appoint two (2) members. The fifth member shall be appointed annually at the first regular meeting of the Board in August of each year by majority vote of the four other members as appointed by the City and District.

- A. All appointees and terms of appointment shall be at the discretion of the appointing entity.
- B. All vacancies on the Board shall be filled by the appointing entity.

1.5. Meetings of the Board.

- A. Regular Meetings. The Board shall provide for regular meetings at a time and place fixed by resolution of the Board.
- B. Special Meetings. Special meetings may be called by the Chair of the Board or by the Board at such times as the Chair or the Board may determine to be necessary, provided that written notice or notice by telephone or electronic mail of the time, place, and business of such meeting is given to each Board member at least twenty-four (24) hours prior to such meeting. Any Board member may sign a waiver of notice which waiver shall then be in lieu of any other notice requirement. A

Board member attending any special meeting shall be deemed to have received the necessary notice.

- C. Open Meetings. All meetings of the Board shall be open to the public, except that the Board may go into executive session as permitted by state law.
- D. Electronic Attendance. If approved by the Board, the Board members may participate by telephone or other technology that allows them to participate in a meaningful manner, so long as meetings are open to the public and the Board is not acting in a quasi-judicial capacity.

1.6. Minutes. The Secretary shall cause all minutes of the meetings of the Board to be kept and shall, prior to the next meeting, provide a draft of the minutes to each member of the Board for consideration at the next meeting.

1.7. Voting; Quorum; Required Votes. Each member of the Board shall have one (1) vote. A quorum of the Board shall consist of three (3) members, provided that the City and the District are represented by at least one of their appointees, and no official action on any matter may be taken by the Board unless a quorum is present. Unless otherwise required by law, the affirmative votes of a majority of the Board members present shall be required for the Board to take any action.

1.8. By-laws. The Board may adopt such by-laws, rules and regulations as necessary for the conduct of its meetings and affairs.

ARTICLE II

OFFICERS AND EMPLOYEES

2.1. Chair, Vice Chair and Secretary. The Board shall elect a Chair and Vice Chair from its members, and shall appoint a Secretary who may, but need not, be a member of the Board. Said officers shall perform the duties normal for said offices, including the following:

- A. The Chair shall sign all contracts on behalf of the Authority, except contracts or agreements that may be signed by the Fire Chief of the Authority, as herein provided, and shall perform such other duties as may be imposed by the Board.
- B. The Vice Chair shall perform all of the Chair's duties in the absence of the Chair.
- C. The Secretary shall attest to all contracts signed on behalf of the Authority and perform such other duties as may be imposed by the Board.

2.2. Management. The Board shall appoint a Fire Chief to manage the Authority. Subject to the supervision of the Board and the powers specifically reserved to the Board as

described in Article III of this Agreement, the Fire Chief shall have all powers and authorities provided for a municipal fire chief and a fire chief under Section 32-1-1002, C.R.S., and shall oversee and manage all business and affairs of the Authority, including the operation, maintenance, management, administration, and provision of all facilities, improvements, equipment, services and personnel, in the manner typically associated with a fire and emergency rescue agency for which the fire chief has been delegated authority by the governing body to manage all aspects of the agency, including the authority associated with a chief executive, administrative, and operational officer. The powers of the Fire Chief shall include, but not be limited to, the following:

- A. To provide for the planning, design and construction of any buildings, additions or improvements to the facilities owned by the Authority.
- B. To execute any contract for capital costs, costs of special services, equipment, materials, supplies, maintenance or repair that involves any expenditure by the Authority of less than Seventy-Five Thousand Dollars (\$75,000), providing such expenditure is within budget. This expenditure limit will be increased or decreased every five years according to the cumulative Denver-Boulder Consumer Price Index for Urban Consumers, as published by the Bureau of Labor Statistics. Such adjustment will be made by the Board.
- C. To employ all personnel of the Authority required for the provision of Fire Rescue Services and maintenance and operation of all facilities and to make such personnel decisions as he or she deems appropriate, including without limitation, decisions as to organization, staffing levels, deployment, promotions, demotions, discipline and, where deemed necessary by the Fire Chief, termination.
- D. To employ all personnel required in connection with the planning, design and construction of any buildings, additions or improvements to the facilities owned by the Authority.
- E. To expend funds and enter into contracts, whenever required, for the immediate preservation of the public health, safety, and welfare, provided that the amount of funds involved does not exceed one percent (1%) of the annual budget of the Authority for the year in which the funds are expended or the contract is made.
- F. To dispose of by sale any personal property of the Authority with a value of less than Fifty Thousand Dollars (\$50,000). This sale limit shall be increased or decreased every five years according to the cumulative Denver-Boulder Consumer Price Index for Urban Consumers, as published by the Bureau of Labor Statistics. Such adjustment shall be made by the Board.

- G. To approve payroll payments and other demands for payments by the Authority, provided that such payments are within budget and that no individual payment exceeds Seventy-Five Thousand Dollars (\$75,000). This payment limit will be increased or decreased every five years according to the cumulative Denver-Boulder Consumer Price Index for Urban Consumers, as published by the Bureau of Labor Statistics. Such adjustment will be made by the Board.
- H. To prepare and submit to the Board an annual operating budget for the next fiscal year in accordance with the budget schedules of the City and District.
- I. To adopt general operating guidelines, including but not limited to non-personnel matter policies and procedures, operating policies and inspection policies, as deemed appropriate by the Fire Chief.
- J. To generally supervise the acquisition, construction, management, maintenance and operation of the Authority's facilities and personnel.
- K. To negotiate with labor groups as may be required by state law or authorized by the Board.
- L. To negotiate with a provider of ambulance services dispatched through the City's public safety answering point (PSAP) within the Authority's service area, including, but not limited to, an exclusive service agreement, performance standards, and other provisions as deemed appropriate, to be approved by the Board.
- M. To conduct procurement and purchasing processes consistent with the City's administrative procurement policies and procedures, unless excepted from those policies and procedures by the Board.
- N. To provide an Annual Report regarding the activities and accomplishments of the Authority, including reports to the City and District for the purpose of reviewing annual performance measurements and metrics, goals, actual spending to budget, benefits to the community related to strategic outcome goals, operational efficiency, productivity improvements, and issues of concern to the Authority, the District, and the City, with such report to be submitted annually in the second quarter of each year. The Authority shall also provide the community with regular updates throughout the year related to its performance as measured by relevant performance metrics, including analysis of effectiveness in meeting community service needs.
- O. To perform such other duties as directed by the Board and report to the Board at such times and on such matters as the Board may direct.

2.3. Legal Advisor. The Board shall have the power to appoint, through a competitive selection process as determined by the Board, an attorney to provide legal services to the Authority.

2.4. Other Employees. The Board shall have the power to appoint and employ such other persons, agents, and consultants for the purpose of providing professional, technical or consulting services as may be necessary for the purposes of this Agreement.

ARTICLE III

POWERS OF THE AUTHORITY

3.1. General Powers. The Authority shall exercise, in the manner herein provided, the powers lawfully authorized to each of the parties, as provided by the laws of the State of Colorado, and all incidental, implied, expressed or necessary powers for the accomplishment of the purposes of this Agreement as provided herein. The Authority's powers shall be exercised by the Board unless otherwise designated by this Agreement, applicable law, or delegation of the Board. The Authority shall not have the power to levy taxes.

3.2. Specific Powers. The Authority is hereby authorized, in its own name, to do all acts necessary for the exercise of the foregoing powers including, but not limited to, the following:

- A. To make, enter into, and perform contracts of every kind as authorized by law with other governmental entities, the State of Colorado, or any political subdivision thereof, the United States, or any political subdivision thereof, and any individual, firm, association, partnership, corporation or any other organization of any kind.
- B. To employ all necessary personnel.
- C. To acquire, construct, manage, maintain, and operate any buildings, works, improvements or other facilities.
- D. To acquire, hold or dispose of property.
- E. To sue and be sued in its own name.
- F. To incur debts, liabilities, or obligations to the extent and in the manner permitted by law, and borrow money and, from time to time, make, accept, endorse, execute, issue and deliver bonds, notes and other obligations of the Authority for monies borrowed, or in payment for property acquired, or for any of the other purposes, services or functions of the Authority; and, as provided by law, and to the extent permitted by law, to secure the payment of any such obligations by mortgage, pledge, deed, indenture, agreement, or other collateral instrument, or by other lien upon or assignment of all or any part of the properties, rights, assets,

contracts, easements, revenues and privileges of the Authority; providing that all debts, liabilities, and obligations of the Authority shall be limited to or secured only to the extent of the Authority's revenues and assets; and further providing that no obligation of the Authority shall be or become an obligation of either the City or the District without the express written consent of such party.

- G. To apply for, accept, receive and disperse grants, loans and other aid from any governmental entity or political subdivision thereof.
- H. To invest any unexpended funds that are not required for the immediate operation of the Authority, as the Authority determines is advisable, in accordance with the laws of the State of Colorado; provided, however, that such investment management and cash management services will be provided by the City through its Finance Department.
- I. To administer and enforce the Fire Code adopted by the City and District, and as adopted or consented to by other municipalities and counties within the Authority's service area.
- J. To contract with a provider of ambulance services dispatched through the City's public safety answering point (PSAP) within the Authority's service area through any lawful means, including, but not limited to, an exclusive service agreement, performance standards or other provisions as deemed appropriate by the Board.
- K. To adopt bylaws, rules, and regulations respecting the exercise of its powers and carrying out of its purposes.
- L. To fix, maintain, and revise fees, rates, and charges for functions, services, or facilities provided by the Authority in the manner provided by law.
- M. To own, operate, and maintain real and personal property and facilities in common with others, and to conduct joint, partnership, cooperative, or operations with others, and to exercise all the powers granted herein in joint, partnership, cooperative, or other operations with others.
- N. To act as agent on behalf of the parties with regard to the functions and services described hereinabove and any existing contracts and agreements between either or both of the parties or any other party, to the extent permitted by law and the terms of such contracts and agreements.
- O. To carry out all provisions of this Agreement.

ARTICLE IV

ORGANIZATIONAL PROCEDURE

4.1. Delegation of Powers, Duties and Responsibilities.

- A. Each of the parties hereto delegates to the Authority the power, duty and responsibility to maintain, operate, manage and control all of the Fire Rescue Services facilities, equipment, resources and property of the Authority, including without limitation, all fire stations, land, buildings and firefighting, emergency medical and rescue equipment, and to employ the necessary personnel and do any and all other things necessary or desirable to provide continued efficient and economical Fire Rescue Services to all persons and property within the respective territorial limits of the parties hereto, which area shall be considered the jurisdiction of the Authority.
- B. The Authority is hereby empowered to provide Fire Rescue Services to persons and property outside the jurisdiction of the Authority by agreement in exchange for payment or reciprocal services, as long as such additional services can be provided through the use of existing facilities, equipment, resources, and personnel of the Authority.

4.2. Personnel.

- A. The Board shall adopt the rules, regulations and procedures necessary to govern personnel matters.
- B. During the term of this Agreement, all employees transferred from the City and the District under the original Intergovernmental Agreement and all employees hired by the Authority shall be employees of the Authority subject to the terms and conditions of employment in effect as stated in Authority Personnel Rules and Regulations, as amended from time to time.
- C. All of the time that a transferred employee has spent as a Fire Department employee of either the City or the District shall be considered as time employed by the Authority for the purpose of determining any conditions or benefits of employment with the Authority.
- D. The establishment of the Authority as an independent governmental entity shall not affect in any manner the rights of City or District employees, hired prior to January 1, 1982, insofar as they relate to pension benefits provided by the laws of the State of Colorado.

- E. At the termination of this Agreement, any unfunded pension liabilities incurred by the Authority during the term of this Agreement shall be assumed by the City or the District in proportion to the allocation of Authority personnel to the City and the District.
- F. If this Agreement is terminated, the parties agree that any employee of the Authority who was an employee of the City or the District on January 1, 1982 shall be restored to employment with the employee's original employer (City or District as applicable) or the entity which has need for additional employees. Said employment shall be subject to the terms and conditions of employment then in effect as stated in City or District personnel rules.

4.3. Authority Fund. The Board shall establish an Authority Fund to account for all financial transactions of the Authority in accordance with generally accepted accounting principles.

ARTICLE V

BUDGET; MAINTENANCE AND OPERATION COSTS; OTHER COSTS

5.1. Annual Budget.

- A. The Board shall adopt a preliminary budget for maintenance and operation costs, capital costs, and costs of other services in accordance with the budget schedules of the City and the District, which budget may be amended from time to time based on changes in revenue projections made by the City and the District. The Board shall submit the budget to the respective governing bodies of the parties hereto. The budget shall become the Authority budget only after approval of the appropriations by the respective governing bodies and final approval by the Board.
- B. The financial contributions of the parties for the funding of the Authority shall be determined by the Revenue Allocation Formula, hereafter referred to as the "RAF," as set forth in Exhibit A, attached hereto and incorporated by this reference.
- C. The Board shall present requests for supplemental appropriations to the respective governing bodies of the parties hereto. For the purposes of this Agreement, "supplemental appropriations" shall mean any appropriation made above and beyond the annual appropriation made during the budgetary process.
- D. The Board shall have the power to reappropriate funds in the fund balance for whatever purpose the Board deems appropriate or necessary without approval of the City or District. Such reappropriations shall be made only

at meetings of the Board held after proper notice has been given, according to the bylaws of the Authority.

5.2. Records and Accounts. Through the City's Finance Department, the Authority shall provide for the keeping of accurate books of account, showing in detail the capital costs, cost of services, maintenance and operating costs and all financial transactions of the Authority which books of account shall correctly show any receipts and also any costs, expenses or charges paid to or to be paid by each of the parties hereto. Said books and records shall be open to inspection at all times during normal business hours by any representative of either party or by the accountant or other person authorized by either party to inspect said books or records. The Board shall provide for the auditing of all books and accounts and other financial records of the Authority on an annual basis, utilizing the same certified public accountant as is used by the City in the auditing of its financial records. The results of said audit shall be presented to the City and the District not later than thirty (30) days after receipt by the Board.

5.3. Payment of Costs. The City shall pay the Authority monthly and the District shall pay the Authority quarterly, in advance, its allocated share of the total budgeted annual costs and expenses. The Board is authorized to approve other arrangements for payments by the City and the District, provided the financial security of the Authority is not impaired. In addition to supplemental appropriation requests, the Board is authorized to request amounts in excess of any regular payment for the costs and expenses of the Authority, provided the total annual allocation does not exceed the estimated share of costs and expenses for either party to this Agreement. The Authority shall make available to each of the agencies a final detailed statement of the final costs and expenses for the fiscal year allocated in the same manner as estimated expenses were allocated, as soon as possible after the close of each fiscal year.

5.4. Appropriation and Non-Appropriation of Funds. Each party shall provide the funds required to be paid by it to the Authority under this Agreement from any source of funds legally available to such entity for such purpose. All financial obligations of the City and the District incurred pursuant to this Agreement are expressly contingent upon the annual appropriation of funds by each party. Upon an event of non-appropriation by one party, the party that has appropriated funds may, in its sole discretion, terminate this Agreement effective ninety (90) days after service of written notice of termination upon the other party, or may choose to continue this Agreement in effect, in which case the Authority shall adjust the level of service consistent with available revenues. If both parties fail to appropriate funds under this Agreement, then this Agreement shall terminate effective as agreed to by the parties, taking into consideration available revenues.

ARTICLE VI

SERVICES

6.1. Professional, Administrative and Support Services. The City shall provide to the Authority those professional, administrative, and support services described in Exhibit B, attached hereto and incorporated herein by this reference, upon the terms and conditions set forth therein. The Authority shall provide to the City those services also described in Exhibit B, upon

the terms and conditions set forth therein. The provision of those services shall be at no additional charge unless otherwise indicated on Exhibit B. Upon the written agreement of the City Manager and the Fire Chief, Exhibit B may be amended from time to time.

6.2. Additional Services. The City may agree to provide other additional services to the Authority, provided the Authority complies with the operating procedures of the City.

ARTICLE VII

OWNERSHIP OF PROPERTY

7.1. Real and Personal Property. The Authority shall continue to hold all right, title and interest in any and all real property and personal property transferred to the Authority by the City or the District or acquired by the Authority since January 1, 1982 for the purpose of providing Fire Rescue Services, unless such property is disposed of in compliance with the terms of this Agreement.

7.2. Asset Inventory Schedules. The Authority shall maintain separate asset inventory schedules for any and all property transferred from the City or the District which remains under the ownership of the Authority, as well as any and all property acquired by the Authority since January 1, 1982.

ARTICLE VIII

TERMINATION

8.1. Disposition of Assets. Upon termination of this Agreement pursuant to paragraphs 1.1. or 5.4. above, the assets of the Authority shall be disposed of as follows:

- A. All assets acquired by the Authority from contributions from the parties shall be returned to the contributing party if said assets are still owned by the Authority.
- B. If assets contributed to the Authority are not in existence, the contributing party shall have the option of receiving the fair market value of the asset at the time of disposal by the Authority in either cash (if available) or assets of the Authority acquired with funds provided by the parties.
- C. All remaining assets acquired by the Authority after January 1, 1982, from funds provided by the parties shall be distributed to the parties on the basis of the appraised value of said assets at the time of termination and in the same proportion as the respective contributions of funds by the parties for acquisition of the assets over the life of this Agreement.
- D. The parties may agree to dispose of any assets of the Authority in any other acceptable manner.

- E. If the parties cannot agree on the disposition of certain assets of the Authority, said assets shall be subject to an independent appraisal and shall be sold at public auction with the proceeds allocated to the parties in the same proportion as the respective contributions of funds by the parties for acquisition of the asset.

ARTICLE IX

MISCELLANEOUS PROVISIONS

9.1. Notices. Any notice required hereunder shall be in writing and shall be sufficient if deposited in the United States mail, postage prepaid to:

CITY: City Manager
City of Fort Collins
P.O. Box 580
Fort Collins, Colorado 80522

DISTRICT: Chair of the Board
Poudre Valley Fire Protection District
102 Remington Street
Fort Collins, Colorado 80524

9.2. Consent. Whenever any provision of this Agreement requires consent or approval of the parties hereto, the same shall not be unreasonably withheld.

9.3. Amendments. This Agreement may only be amended in writing by the parties hereto.

9.4. Severability. In the event any provision of this Agreement is determined to be illegal or invalid for any reason, all other provisions of this Agreement shall remain in full force and effect unless and until otherwise determined. The illegality of any provision of this Agreement shall in no way affect the legality and enforceability of any other provision of the Agreement.

9.5. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties.

9.6. Assignment and Delegation. A party shall neither assign any of the rights nor delegate any of the duties created by this Agreement without the written consent of the other party.

9.7. Effect Upon Prior Agreements. This Agreement shall extinguish and replace the intergovernmental agreement entitled Intergovernmental Agreement dated November 3, 1987, and the three addenda to that Intergovernmental Agreement referenced in the Third

Addendum to the Intergovernmental Agreement Between the City of Fort Collins and Poudre Valley Fire Protection District dated May 21, 2013.

9.8. No Third Party Beneficiaries. This Agreement is made for the exclusive benefit of the parties hereto and shall not be construed to be an agreement for the benefit of any third party or parties and no third party shall have a right of action hereunder for any cause whatsoever.

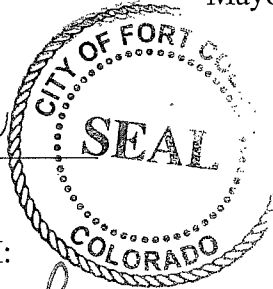
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed on the date hereinabove written.

CITY OF FORT COLLINS, COLORADO
a municipal corporation

By: Karen Weikusat
Mayor

ATTEST:

Wanda Nelson
City Clerk



APPROVED AS TO FORM:

[Signature]
City Attorney, Asst.

POUDRE VALLEY FIRE PROTECTION DISTRICT

By: [Signature]
President of the Board

ATTEST:

[Signature]
Vice President

APPROVED AS TO FORM:

[Signature]
Counsel for District

Funding Formula and Revenue Allocation Formula (RAF)

The City of Fort Collins and the Poudre Valley Fire Protection District will each make annual contributions to the Poudre Fire Authority according to the following contribution calculations:

A. City Contribution to the Authority per RAF

Subject to the Adjustments described below, the City will annually contribute to the funding of the Authority the following amounts:

1. .29 of one cent of City base sales and use tax (excluding sales and use tax revenue which has been legally pledged for use only on specific projects and debt obligations, or has otherwise been restricted or committed for a particular use as a matter of law or contract); and
2. A sum equal to 67.5 percent of the operating mill levy of the City's property taxes; and
3. Sales and use tax revenue from the voter approved tax measure currently known as "Keep Fort Collins Great" (KFCG) per the tax measure provision for fire protection and other emergency services funding.

"City Sales and Use Tax" and "City Property Tax" refer to forecasts per the City's Financial Services April projection as part of the City's Biennial Budget process. The RAF will be updated throughout that same year if there are material changes to the City Sales & Use Tax and City Property Tax April projections.

City Contribution Calculations

The formula for determining the City's Calculated Annual Contribution to the Authority will be calculated as the sum of:

1. A portion of Base Sales and Use tax revenue

Total City Base Sales & Use Tax Revenue (per Financial Services April projections)
÷ 2.25 DIVIDE: Total 2.25 cent Base City sales and use tax to equal
subtotal of 1 cent of sales and use tax
× 0.29 MULTIPLY: RAF sales and use tax percentage share of total revenue
Sales and use tax RAF Amount

Example: If 2.25% sales tax yields \$60 million per year, then \$60 million ÷ 2.25 = \$26.66 million per 1% of sales and use tax; then \$26.66 million × .29 = \$7.733 million is .29 cents of sales and use tax to be contributed to PFA.

2. PLUS a portion of Property Tax revenue

City 9.797 Mill Property Tax Revenue (per Financial Services April projections)
× 0.675 MULTIPLY: RAF property tax percentage
Property tax RAF Amount

3. PLUS tax measure revenue from Keep Fort Collins Great dedicated to fire protection and other emergency services funding

The sum of which components equals the **City Calculated Annual Contribution** to the Authority.

Phase-in of City Contribution Adjustment (\$2.6 M over 5 years)

The City's current (2014) budgeted contribution to the Authority is \$2.6M below the RAF calculated amount. It is the City's intent to phase in its total contribution to equal the RAF calculation over a 5 year time period beginning in 2015 as follows:

City Calculated Annual Contribution
MINUS: Escalation Adjustment for year
Total City Contribution

Escalation Adjustment by year:

2014 = \$2.6M
2015 = \$2.1M
2016 = \$1.6M
2017 = \$1.0M
2018 = \$0.5M

Annexations Adjustment:

Annexation – primarily residential:

In the event of a City approved annexation of properties included in the District that are primarily residential in nature, the RAF sales and use tax percentage and RAF property tax percentage will be adjusted to ensure no loss of revenue to PFA.

Annexation – with significant commercial or industrial components:

In the event of a City approved annexation of properties included in the District that include a significant commercial or industrial components, the City and District will work cooperatively to ensure that service levels will be maintained through adequate funding adjustments after the annexation has occurred.

URA / TIF / Adjustments and Other Implications:

In the event of Urban Renewal Authority (URA) implementation of tax increment financing (TIF) that materially affects the City contribution to the Authority or cost of service to the Authority, the City and District will work cooperatively to ensure that service levels will be maintained through adequate funding adjustments.

All parties are committed to renegotiating the RAF or contribution amount in good faith in the event of "other" implications that affect the efficient implementation of the RAF or management of the Authority in a fiscally prudent manner.

B. District Contribution

The District will annually contribute to the funding of the Authority the following amounts:
The District shall annually adopt a mill levy (minimum 10.595 mills) pursuant to state law, and 100% of the mill levy revenue, less reasonable administrative expenses for the operation of the District, shall be contributed to the funding of the Authority for any authorized purpose.

C. Other Revenues

The Poudre Fire Authority will generate other revenues for support of specific programs and services through a variety of sources. The PFA is authorized to expend these funds with approval of the PFA Board of Directors in the same manner as City and District funds are allocated to PFA purposes. These revenues will be considered to be PFA's alone and not revenue of either the City or the District. These revenue sources may include such sources as:

1. Fee Revenue
 - a. Plan Review and Development Review Fees
 - b. Sprinkler Inspection Fees
 - c. Hazardous Materials Fees
 - d. Wildland Reimbursements or Fees
 - e. Capital Expansion Fees passed through the City of Fort Collins or other entities
 - f. Opticom Maintenance Fees
2. Cost sharing revenue for City of Fort Collins Office of Emergency Management
3. Miscellaneous Income
4. Investment Income
5. Grant Revenue
6. Federal, State or County reimbursement for disaster assistance or other purposes.

D. General Provisions

If District or City funding of the Authority changes significantly, all parties commit to renegotiating the IGA and the City and District contribution amounts in good faith.

EXHIBIT B
To Intergovernmental Agreement

Support Services Provided to the Authority by the City of Fort Collins

Department	Service	Description
Office of Emergency Management	Coordinated OEM services	<ul style="list-style-type: none"> • Work in close coordination with the Authority's designated emergency manager • Fund portion costs of the City's joint OEM in partnership with the City General Fund and Utility Services through the City's Budget process
Human Resources	Pension Administration	<ul style="list-style-type: none"> • Administer 401 Money Purchase Plans for Authority benefitted employees • Process new employee enrollment and changes in participant records • Provide GERP administration for existing participants
	Deferred Compensation Plans Administration	<ul style="list-style-type: none"> • Administration and support of 457 Deferred Compensation programs • Enrollment and changes processed
	Health and Welfare Benefits	<ul style="list-style-type: none"> • Administer health and welfare benefits (medical, dental, vision, life, long-term disability) within City self-insured plans and contract group insurance agreements • COBRA administration • New employee benefits sign-ups • Interpret plans to employees • Act as liaison between employees and insurance companies • Maintain records, files and forms
	Benefits Open Enrollment	<ul style="list-style-type: none"> • Provide access to health and welfare benefits through City sponsored plans in the same way as provided to covered City employees • Provide flexible spending accounts
	Training	<ul style="list-style-type: none"> • Access to skill development courses including technology, leadership and professional development classes. Access to personal enrichment courses such as wellness classes provided on a space available basis
	Job Posting	<ul style="list-style-type: none"> • Link from City employment web site to Authority's employment web site positions
	Pre-employment	<ul style="list-style-type: none"> • Drug Testing

EXHIBIT B
To Intergovernmental Agreement

Human Resources (cont.)	Records	<ul style="list-style-type: none"> • Personnel records maintenance • Employment verifications • Annual EEOC reporting
	Wellness programs	<ul style="list-style-type: none"> • Provide access to City Health Fair programs • Provide annual Health Screening/Blood Draw program to benefited employees in the same manner as provided to City employees • Provide annual flu shots to benefited employees in the same manner as provided to City employees • Provide office ergonomics reviews for Authority office employees • Provide EAP services (charged)
Financial Services	Payroll Administration	<ul style="list-style-type: none"> • Provide payroll services through the City's accounting and payroll system • Add new employees through the same New Hire process as used for City employees • Provide employee exit processing in the same manner as provided for City employees • Administer unemployment claims and garnishments
	Accounting	<ul style="list-style-type: none"> • Provide accounts payable, accounts receivable, and purchasing cards to Authority • Maintain files and records • Maintain asset inventory • Grant compliance • Cash management
	Banking and investing	<ul style="list-style-type: none"> • Capital projects investments (fee charged)
	Risk Management (charged)	<ul style="list-style-type: none"> • Provide point of contact for citizen claims • Process Worker Comp and liability claims to Authority insurance • Safety monitoring (atmospheric testing, radon, etc.) • Coordinate selection of worker's comp providers • Coordinate insurance renewals: Support and advice on Property and Casualty and Workers' Compensation Insurance contract • Liaison with insurance broker • Driver's license checks

EXHIBIT B
To Intergovernmental Agreement

Financial Services (cont.)	Purchasing	<ul style="list-style-type: none"> • Purchasing advice • Issuing purchase orders • RFP/Bid creation and coordination • Service Agreements/Contracts
	Capital Expansion Fees	<ul style="list-style-type: none"> • Collect and maintain accounts for Capital Expansion Fees collect from developer by the City on behalf of Authority
	Annual Financial Audit Coordination	<ul style="list-style-type: none"> • Annual financial audit by same auditor as contracted by the City (charged)
Operations Services:	Fleet	<ul style="list-style-type: none"> • Vehicle fueling (charged) • Pool vehicle rentals (charged) • Fuel payment cards • Vehicle repair (charged)
	Facilities	<ul style="list-style-type: none"> • Facility repairs (charged) • Service contacts (advice on who to call) • Preventive maintenance on HVACs, A/Cs, furnaces (charged) • Project management for larger projects (charged) • Real estate services (charged)
Police Services	Dispatch	<ul style="list-style-type: none"> • Dispatch consoles (charged)
Information Technology	Network Administration	<ul style="list-style-type: none"> • Work in close coordination with Authority IT in configuring, maintaining and managing the Authority's data network including network switches, routers, VPN access and wiring • Provide internet access • Provide access to internet web email • Partner with the Authority in FCPS Computer Aided Dispatch (CAD) systems • Connectivity to City core switch
	GIS	<ul style="list-style-type: none"> • Access to City GIS programs, data and licenses
	Voice/Phone system	<ul style="list-style-type: none"> • Land-line phone system network and maintenance • Partners in Verizon wireless purchases
	Server/Storage Administration	<ul style="list-style-type: none"> • Active Directory • Authority equipment in server room • Occasional server support

EXHIBIT B
To Intergovernmental Agreement

Services Provided to the City of Fort Collins by Authority	
Office of Emergency Management	<ul style="list-style-type: none">• Office space for OEM• Training Center space for Emergency Operations Center• Portion of funding for Emergency Manager position• Day to day supervision of OEM function
Meeting Rooms	<ul style="list-style-type: none">• Access to conference rooms, community rooms and Training Center space without fees
Community Education Programs	<ul style="list-style-type: none">• Support of CityWorks program with presenters, demonstrations, access to Authority facilities• Participation in employee Safety Fair• Other fire service education programs upon request



POUDRE FIRE AUTHORITY

ANNUAL REPORT 2022





A Note from Your Fire Chief

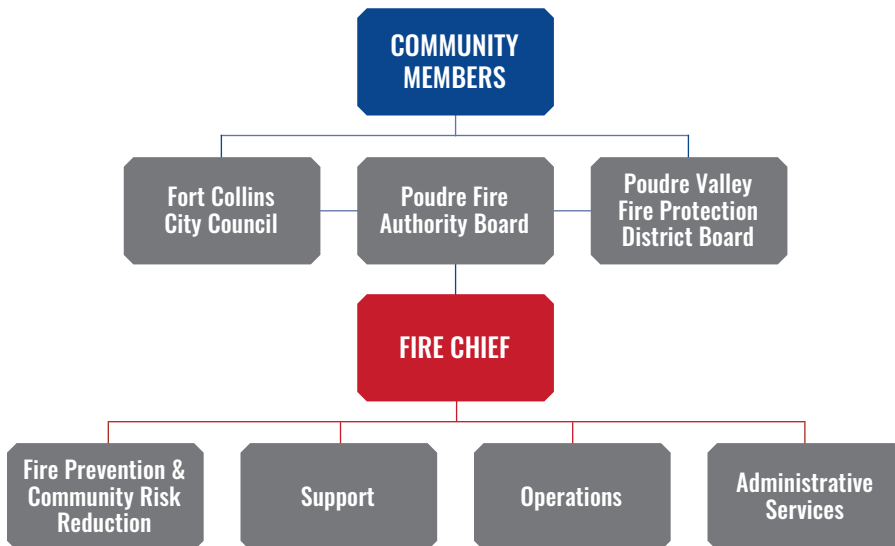
2022 was a year of change and growth, both inside Poudre Fire Authority (PFA) and the community. Calls for emergency services increased by more than 1,000 from 2021. Thanks to strategic planning, the hard work of staff, Board member guidance, and community support, PFA has grown alongside it. The largest fire academy in PFA's history was completed, a new, heavy rescue apparatus and crew went into service, 54,000 hours were spent in fire and rescue training, and the second phase of the civilian pay study was completed. The IT team spent the year creating an inventory of our technology to identify new tools and opportunities for efficiencies. We focused on recruitment, care, and retention of PFA's workforce, Goals 3, 4, and 5 of PFA's 2022-2025 Strategic Plan. While many projects will launch in 2023, most of the groundwork has already taken place to make the projects possible. PFA's workforce devoted endless hours creating sustainability plans to ensure that PFA's vision, "to be a trusted, respected, and principles-driven leader in the community and the fire service" thrives for years to come. I'm proud of the 2022 accomplishments and look forward to completing our 2023 goals.

Derek Bergsten | Fire Chief

Who We Are

PFA is governed by the Poudre Fire Authority Board of Directors. The board is comprised of two members from the City of Fort Collins City Council, two members from the Poudre Valley Fire Protection District Board of Directors, and a fifth member selected by the other four, historically the Fort Collins City Manager. The PFA Board of Directors appoints the Fire Chief, who in turn manages and employs all PFA personnel.

OUR ORGANIZATION



PFA IS COMPRISED OF



238 FULL-TIME POSITIONS



210 UNIFORMED POSITIONS



28 CIVILIAN POSITIONS



35 VOLUNTEER POSITIONS

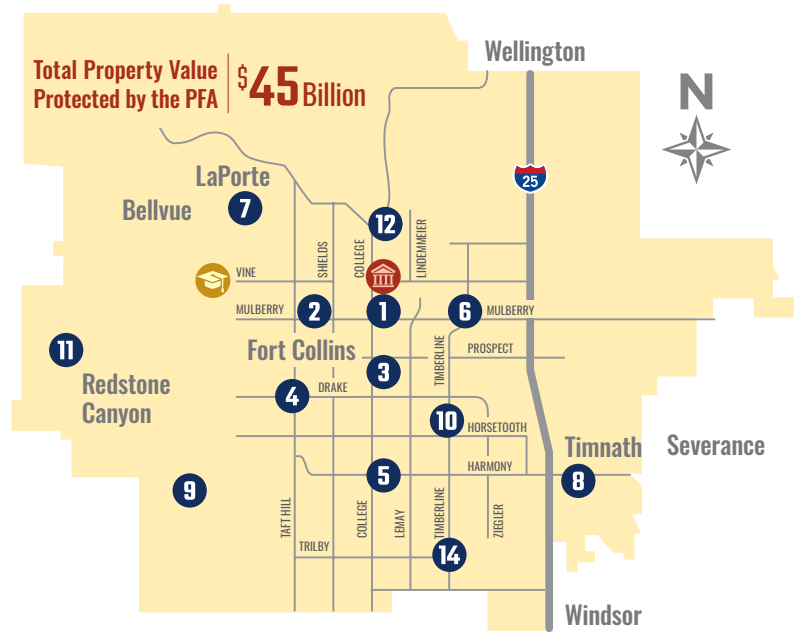


4 PART-TIME POSITIONS

What We Protect

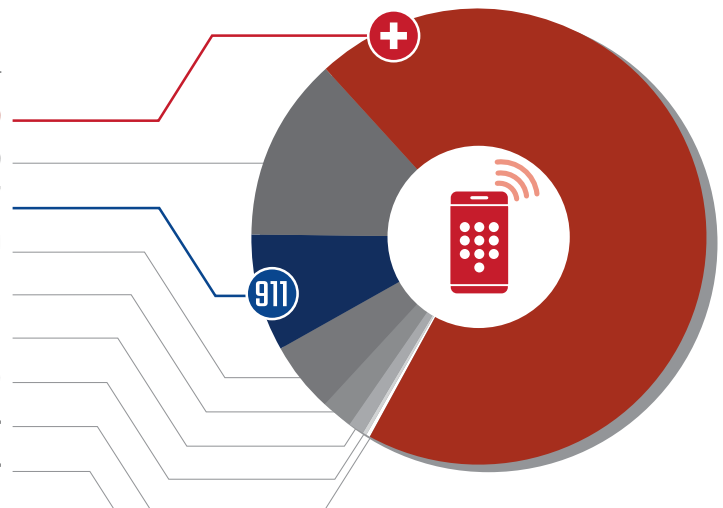
PFA SERVICE AREA 2022

- 1 Fire Station
- 2 Fire Station
- 3 Fire Station
- 4 Fire Station
- 5 Fire Station
- 6 Fire Station
- 7 Fire Station
- 8 Fire Station
- 9 Volunteer Station
- 10 Fire Station
- 11 Volunteer Station
- 12 Fire Station
- 14 Fire Station
-  Training Center
-  Headquarters



TOTAL SERVICE CALLS 25,193

Rescue & Emergency Medical Calls	17,465
Good Intent Calls	3,235
General Service Calls	2,097
False Alarm & False Calls.....	1,419
Hazardous Conditions (No Fire).....	493
Fires.....	390
Special Incident Calls.....	76
Overpressure Ruptures, Explosions, Overheat (No Fire).....	14
Severe Weather & Natural Disasters.....	4



+ Rescue & Emergency Medical Calls

Medical Incidents	13,242
Other	2,998
Motor Vehicle Accidents	1,049
Cardiac Arrests	109
Search/Rescues	60

911 General Service Calls

Assistance Requested	1,267
Police Department Assist	290
Other Services	174
Water (Leaks)	162
Illegal Fire	155
Animal	41

Total Service Calls per Year

2022	25,193
2021	24,184
2020	21,520
2019	21,939
2018	21,968
2017	22,197

A Strategy for the Future

In February 2022, PFA worked with external and internal stakeholders to create a strategic plan to direct the organization's efforts for the next three years. A great deal of work has already been accomplished in the first year of the strategic plan. The main elements of this plan are:



EMS



The PFA EMS Working Group outlined a series of initiatives to guide the organization moving forward. Some of these include intravenous skills certification by all firefighters, evaluating the EMS delivery model, and collaborating with UCHHealth, FC911 and our community partners to drive improved service delivery.

INFORMATION TECHNOLOGY



IT impacts every aspect of the work PFA does for the community. As part of the strategic plan work, the IT team has been meeting with all PFA members to identify areas where technology gaps exist, improve technology in use and focus on improving security for the systems that allow the organization to provide services to the community.

STAFFING



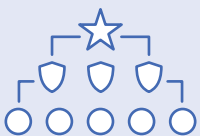
Human Resources (HR) has worked hand in hand with all divisions to identify staffing challenges, opportunities, and potential resolutions. The HR team used the authorized strength formula to determine and maintain optimal staffing levels. As a result, Rescue 4, the new support company, was placed into service.

RETENTION / RECRUITMENT / HIRING



HR continues to work across all divisions in support of workforce needs as guided by the Strategic Plan. In 2022, this included enhancements to firefighter recruitment with the hiring and onboarding of 48 positions including 36 recruit firefighters and 12 civilian positions. Additional work included a civilian compensation study, a new civilian pay plan, and organization-wide performance reviews and previews.

RANK STRUCTURE / PROMOTION



Operations, Training and Administration were busy throughout 2022 implementing an expanded rank structure to improve span of control, enhance accountability, enhance succession planning and expand internal growth opportunities. Newly created positions for Captain, Lieutenant and Engineer were developed with training for all positions continuing into 2023. Promotions for these positions took effect on January 9th of 2023 and will improve program management and organizational resiliency.

Expanding Services - Expanding People

PFA provides all-hazard response to both the community members and visitors of its jurisdiction. The number of responses in 2022 increased by more than 1,000 from 2021 and more than 3,600 calls from just two years ago. PFA continues to look for the best ways to meet the changing needs of the community while also ensuring we are responsible stewards of tax dollars. To that end, a new heavy rescue was placed into service to help cover the increase in call volume as well as provide the necessary coverage when other support companies are committed to calls. In addition to running calls for medicals, support companies provide specific capabilities on structure



fires and specialized skill sets for technical rescues such as extrication accidents, rope rescues, confined-space rescues, trench rescues and building collapses.

To put the rescue into service, 15 additional firefighter positions were added to the roster, giving PFA the workforce needed to meet the increasing calls for service. In addition to new resources such as the heavy rescue, resources such as the Roving Alternative Medical (RAM) unit continue to be highly utilized, more so than any other apparatus on an hour-by-hour basis. As of October, PFA customers saw another change driving around the streets, our first all red fire apparatus. Tender 12 was the first in the fleet to be built with the traditional color while the first red fire engines are scheduled to arrive in the summer of 2023.

Skills for Today, Skills for Tomorrow

Achieving the skills needed to be a highly-qualified firefighter doesn't happen overnight. PFA's training center facilitated extensive training for 36 recruits (28 in the fall academy alone) in two, 16-week academies, starting them on the journey to becoming professional firefighters. All told, PFA firefighters completed over 54,000 hours of training to hone their skills and be prepared to meet every call for service, no matter how simple or complex.

As PFA has shifted its organizational structure, training is delivered to ensure the full breadth of skills is provided to all personnel, including the Engineer, Lieutenant and Captain.

Never resting on our laurels, PFA personnel continually train to keep their skills sharp in Emergency Medical Services, firefighting skills, and technical rescue disciplines such as water and rope rescue.



Celebrating What Makes Us Great - Our People, Our Community



At the core of any successful organization is its people and PFA is no different. Over half of PFA's personnel have less than five years on the job and half of our officers have less than two years in their roles. This has been an amazing opportunity to enhance succession planning efforts as more seasoned officers mentor their younger counterparts and all crews get the opportunity to share their emergency service knowledge. At the heart of this growth is a diverse population of firefighters and support staff that spend each day providing the very best service to the people of our district.

Part of providing the best customer service means providing PFA personnel with the right tools for the job. PFA leadership has taken action to support aging infrastructure in station projects both large and small - from developing new stations to basic upgrades at existing stations. The recent completion of the Fleet Services shops has allowed fleet personnel to keep apparatus on the streets with shorter down times.

With a year so full of change, PFA wanted to mark this historic time with a symbol of new beginnings while honoring a long tradition of excellence. To that end, a group of firefighters worked hand in hand with leadership to design new badges for every member of the organization. The design incorporates significant symbolism from the community, the fire service as a whole, and the work PFA responders do everyday. These will be presented to personnel early in 2023.



2022 Budget & Funding Outcomes

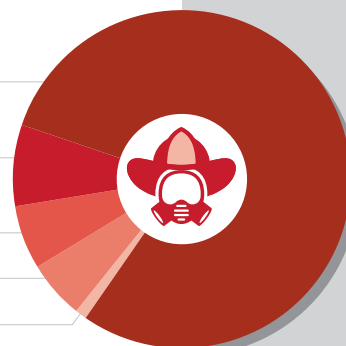
TOTAL REVENUE \$42,527,554

Intergovernmental	\$41,307,799
Fees & Charges for Service	\$739,897
Miscellaneous Revenue	\$260,500
Licenses & Permits	\$179,358
Earnings on Investments	\$40,000



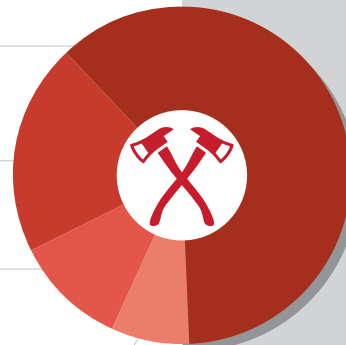
EXPENDITURE – TYPE \$40,871,187

Salaries & Benefits	\$33,058,406
Other Purchased Services	\$3,196,601
Materials, Supplies, & Equipment	\$2,683,600
Capital Outlay	\$1,515,000
Miscellaneous	\$417,580



EXPENDITURE – DIVISION \$40,871,187


Operations	\$25,615,560
Support	\$7,526,502
Administration	\$4,710,454
Fire Prevention & CRR	\$3,018,671
Grants/Projects	\$0




CAPITAL BUDGET \$1,537,000

Apparatus Replacement	\$1,537,000
Station 6 Shop	\$0
Station 7 Remodel	\$0



Reserves 
\$7,363,451 Million

Expenditures 
 Underspent by **\$1,046,263**
 2.56% of the Budget

*Fiscal year 2022 figures are unaudited and subject to change due to possible accruals through April 2023.



PFA provides all the following services to our community:



FIRE PROTECTION SERVICES



EMERGENCY MEDICAL RESPONSE



FIRE SUPPRESSION



HAZ-MAT RESPONSE



TECHNICAL RESCUES



WILDLAND FIRE RESPONSE



VOLUNTEER FIREFIGHTER PROGRAM



FIRE INVESTIGATIONS



INSPECTION SERVICES



PUBLIC AFFAIRS AND EDUCATION

A Look at 2023: This will be the second year of PFA's 2022-2025 Strategic Plan and priorities include capital projects, community outreach, and recruitment. The building of the new Fire Station 7 in Laporte is planned for spring and the groundbreaking of the 9-11 Memorial at Spring Park is expected in the fall. The EMS Strategic Planning committee launched in January and will set a plan for community partnerships and level of care. PFA looks forward to another year of progress and serving the community.



Please follow us on social media for timely incident information and education materials that can help you to live your safest life.





Annual Report to City Council & District Board

- Opportunity for City Council and District Board to meet
- Oversight of City and District investment in fire and rescue service
- Required by IGA



What & Where is Poudre Fire Authority

PFA is a multi-faceted, all-hazards response agency. It is an organization, a family, and a community partner that is committed to protecting life and property by being prompt, skillful, and caring. Our actions are anchored in the guiding principle of **Service Above Self.**

- Independent governmental entity separate from the City and District
- Established in 1981



Benefits of Creating an Authority

- Elimination of duplicated service, equipment, and overhead costs
- Provides comprehensive, regional approach to emergency services
- Efficient and effective service to residents of the City and the District

Intergovernmental Agreement

- Amended and restated in 2014
- Governing Board of five members
 - Two from City Council
 - Two from District Board
 - Fifth member appointed by other four members

Funding Formula / Revenue Allocation Formula

City Contribution:

- .29 of one cent of City base sales and use tax
- 67.5% of City's operating mill levy of property taxes
- 15.6% of .60% sales and use tax (continuation of Keep Fort Collins Great tax in perpetuity)

District Contribution:

- 100% of mill levy, less reasonable administrative expenses



City & District Comparative Statistics

AGENCY	CALL RATIO	ASSESSED VALUE RATIO	CONTRIBUTION RATIO
City	85%	80.6%	79.4%
District	15%	19.4%	20.6%



2022 Budget & Funding Outcomes

TOTAL REVENUE: \$42,527,554

Intergovernmental	\$41,307,799
Fees & Charges for Services	\$739,897
Miscellaneous Revenue	\$260,500
Licenses & Permits	\$179,358
Earnings on Investments	\$40,000

EXPENDITURE – DIVISION: \$40,871,187

Operations	\$25,615,560
Support	\$7,526,502
Administration	\$4,710,454
Fire Prevention & CRR	\$3,018,671
Grants/Projects	\$0

2022 Statistics & Achievements

- Number of total service calls increased by over 1,000
- 19 out-of-hospital, neurologically intact cardiac arrest survivors
- Extensive work and planning for Rank Structure implementation on January 9, 2023
- Largest fire academy in PFA's history now on-the-line (28)
- New Rescue 4 and company in service (1945 W. Drake Rd.)
- New badge designs





TRAINING: SKILLS FOR TOMORROW

- Total hours: 54,000
- Nearly 190 emergency medical services certifications earned and maintained (including work with partners)
- 36 total fire academy graduates



What's Next in 2023?

- Station 7 Construction
- Grant applications for alternative funding sources for projects, equipment, and internships
- Evaluation of EMS response with partners at UCHealth
- Partnership strengthening via the IGA with the City of Fort Collins in the areas of HR, IT, Purchasing, and more
- Training Center partnership progress
- Engagement with external stakeholders
- Two new red engines in building phase
- Boats 7 and 8





THANK YOU!

Review the report online at:



AGENDA ITEM SUMMARY

City Council



STAFF

Marcy Yoder, Neighborhood Services Manager
 Meaghan Overton, Housing Manager
 Caryn Champine, Director of Planning, Development, and Transportation
 Monica Martinez, PDT Financial Planning and Analysis Manager
 Claire Turney, Finance
 Holly Coulehan, Legal

SUBJECT

Items Relating to Rental Housing Program.

EXECUTIVE SUMMARY

A. Second Reading of Ordinance No. 058, 2023, Adopting a Rental Housing Program as an Implementation Action of the Housing Strategic Plan and the Our Climate Future Plan.

B. Second Reading of Ordinance No. 059, 2023, Appropriating Prior Year Reserves in the General Fund for the Start Up Phase of the Rental Housing Program.

These Ordinances, both adopted on First Reading on April 4, 2023 by a vote of 4-3 (Nays: Peel, Arndt, Canonico), establish a Rental Housing Program that begins with registration and adds proactive rental inspections after one year of full implementation and approve an off-cycle general fund appropriation in the amount of \$1.1 million over a 2-year period (\$421,583 in 2023 and \$669,500 in 2024) to support the start-up phase of the proposed program. The development of a Rental Housing Program implements policy direction in both the Housing Strategic Plan (2021) and the Our Climate Future Plan (2021):

- Housing Strategic Plan, Strategy 20 – Explore the option of a mandated rental license/registry program for long-term rentals and pair with best practice rental regulations.
- Our Climate Future Plan, Strategy HAH6 – Explore the option of mandated rental licensing/rental registry with minimum standards for health, safety, stability, and efficiency.

If adopted by Council on Second Reading, staff recommends that the proposed Rental Housing Program commence the start-up phase by Q1 2024. The period between adoption and start-up will be used to hire and train staff, implement new software, and conduct education and outreach with landlords, tenants, property managers, and others impacted by the Rental Housing Program.

STAFF RECOMMENDATION

Staff recommends adoption of both Ordinances on the Second Reading.

BACKGROUND / DISCUSSION

Updates and Clarifications Following First Reading

During the discussion at First Reading, Council expressed interest in a more detailed implementation timeline for the proposed Rental Housing Program and requested information about future Council engagement in program implementation. Council members discussed the funding and the proposed fee-based design of the program. Councilmembers also asked for further clarification on the City’s right of entry to inspect a rental property and on plans for improvements to the current complaint-based inspection program.

Implementation and Council Engagement: If Council adopts the Rental Housing Program on Second Reading, implementation of citywide registrations is expected to take 12-18 months (Q2 2024). Proactive inspections would then begin one year after implementation of citywide registration (Q1 2025). Council would have several touchpoints with the Rental Housing Program including memo updates, the City’s Budgeting for Outcomes (BFO) process, and a planned check-in prior to implementation of proactive inspections.

	Jun-23	Q3 2023	Q4 2023	Q1 2024	Q2 2024	Q3 2024	Q4 2024	Q1 2025	Q2 2025
Hiring 1st Round: Prgm Coord, Engagement Splst, Rental Insp Hiring 2nd Round: Mediation Specialist, Second Inspector Hiring 3rd Round: Inspectors									
Software Updates & Develop Program Rules & Regulations									
Education & Outreach: Complaint based system, registration, pro-active inspections									
Develop program evaluation metrics, data collection & anlysis	Set metrics								
Launch Registration Program & Enhanced Complaint Based System			Test & Adjust pilot area						
Launch Pro-Active Inspections; Update Fees								Test & Adjust pilot area	
Quarterly Reporting (Memo & Website)									
Council - Decision Points									
#1 Part 2 of Start Up Appropriation		#1							
#2 Midpoint Check In WS					#2				
# 3 2025/2026 BFO Offer: Formal approval of program							#3		

Program Funding: There was discussion at First Reading regarding the potential of providing part or all funding for this program from the general fund to lessen or eliminate registration and/or inspection fees. This is a program design component rather than a code provision and, as such, is not codified. Staff could implement this change at any point if Council gave such direction. The program as proposed on Second Reading is aligned with previous Council direction to design a program funded through fee recovery rather than ongoing general fund support.

City’s Right of Entry to Inspect: The City has the right to enter and inspect rental properties, and other types of properties in Fort Collins, under the City’s building and property maintenance codes. The language included in the rental registration provisions includes similar language regarding entry for inspections.

With respect to tenants who occupy rental properties to be inspected, most leases provide for reasonable access for the rental owner or manager after notice. City inspectors always offer their credentials when

inspecting, and verification of the identity and authority of the inspectors can be provided. If there is an issue related to obtaining access, staff can seek an inspection warrant from the Municipal Court in order to gain access.

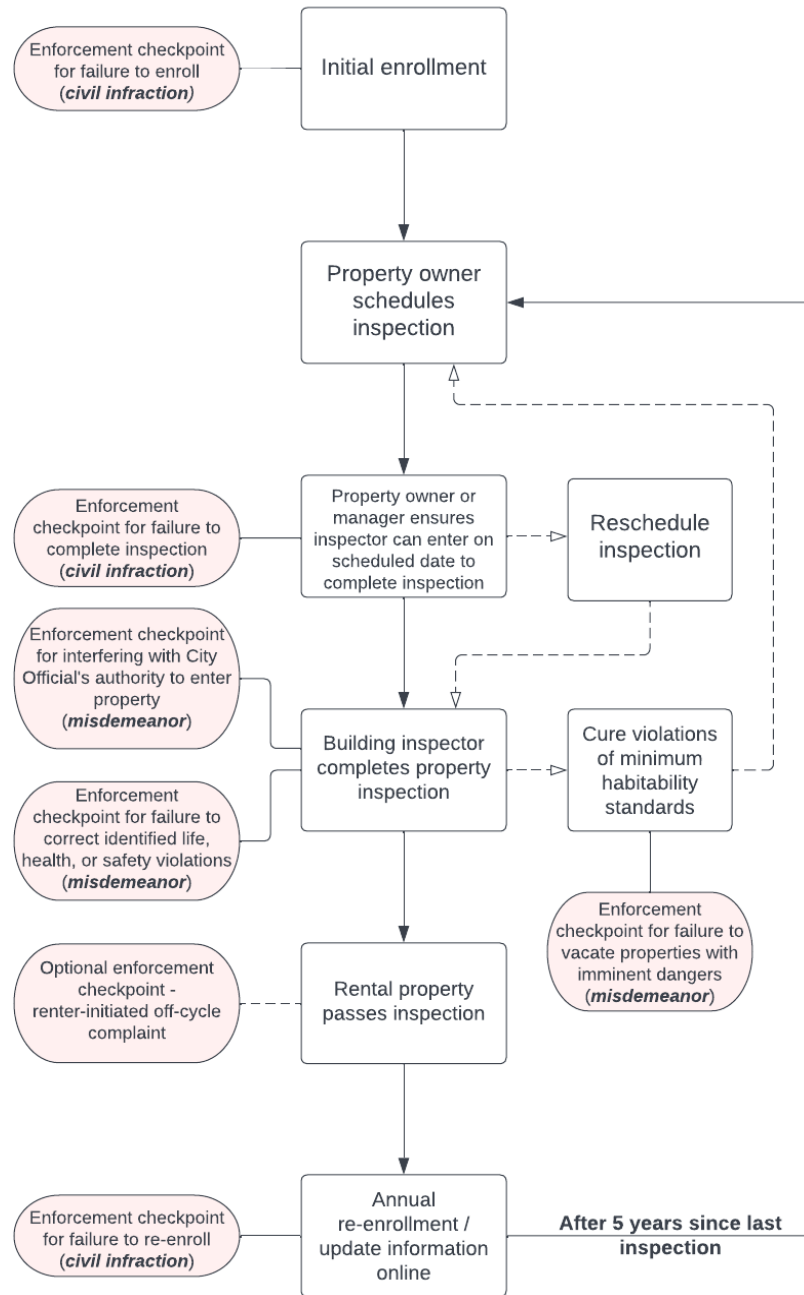
Additional Enforcement Information:

Enforcement checkpoints have been built into the proposed Rental Housing Program's design to ensure compliance at each stage. Staff intend to partner with property owners to achieve voluntary compliance with the program requirements whenever possible. A critical task of the start-up phase (and beyond) is education and outreach to landlords, property owners, property managers, and tenants to increase awareness of and compliance with the proposed program. If Council chooses to adopt the proposed program, however, staff expects that there will be some situations that may require enforcement to address violations that have not been successfully resolved through voluntary compliance.

The staff has proposed a range of penalties for failure to comply with the requirements of the Rental Housing Program that include fines, civil penalties, and, upon several repeated instances of noncompliance, misdemeanor charges.

- If property violations are found upon inspection, property owners will receive a notice of violation with a specified amount of time to cure the violation(s) that is dependent on the severity and implications for renter life, health, and safety.
- Properties with violations upon inspection will require subsequent reinspection to ensure compliance.
- If unpermitted work or dangerous conditions are identified during the rental housing inspection that presents a life, health, or safety concern as defined in the Building Code, a violation notice and enforcement actions would follow the current Building Code processes and codes.

The following graphic illustrates enforcement checkpoints in the enrollment and inspection processes:



**Solid arrows indicate required action steps while dashed arrows indicate variable steps that depend upon individual property considerations and conditions as well as property owner actions

Complaint-Based Inspection: Building Services staff have created plans for improving the City’s complaint-based rental inspection system. This includes outlining training, materials, and establishing protocols for rental inspections. If the Rental Housing Program and appropriation pass on Second Reading, staff will begin hiring, training a rental inspector, and implementing a software platform to track inspections, results, violations, etc. Without additional resource allocation, it has not been possible to move beyond the initial planning stages for the improvements needed to the existing complaint-based inspection system.

Previous Council Direction

Regulations for rental housing have been a topic of community dialogue and debate for many years. In November 2005, alongside changes to the enforcement of the occupancy ordinance, Council considered several options for rental registration/licensing. However, a formal rental registration or licensing program was not pursued at that time. Council also considered rental licensing in 2016 but did not pursue a program. The most recent community discussion about rental housing strategies began in 2020 as part of the development of the Housing Strategic Plan. In December 2020, the Council Housing Ad Hoc Committee expressed interest in exploring rental licensing to support healthy, stable housing for people who rent their homes. The Committee encouraged consideration of a pilot program for rental registration or licensing.

At the October 26, 2021, work session, staff shared information with Council about the history of rental housing strategies, findings from recent demographic and market analysis, a summary of peer cities research, and an outline of a proposed roadmap to implement rental housing strategies. Several Councilmembers supported additional community engagement in early 2022 to further explore the potential design of a rental registration/licensing program.

Staff conducted a thorough community engagement process during an 8-month period between December 2021-July 2022. The outcomes and themes from community engagement, recommendations from a Rental Housing Task Force composed of community members, a summary of best practices, and an exploration of potential next steps toward implementation were the focus of a work session with Council on August 23, 2022. At this work session, Council directed staff to design a Rental Housing Program that included proactive inspections.

In response to Council feedback, a cross-departmental staff team designed a Rental Housing Program comprised of two essential components: 1) property registration; and 2) proactive inspections. The proposed program would have required an initial appropriation of \$1.6 million for its start-up phase. An overview of the proposed program and its expected financial impact was presented to the Council Finance Committee on December 1, 2022. The Committee supported bringing the Rental Housing Program before the full Council for consideration on First Reading.

At the first reading on January 17, 2023, Council voted to table the Rental Housing Program as presented and asked staff to bring scaled options to a future work session.

At the February 28, 2023, work session, Council reviewed scaled options for a Rental Housing Program. Three options were presented: rental registration with improved complaint-based inspections (Option 1), rental registration with delayed proactive inspections (Option 2), and rental registration with proactive inspections (Option 3). Proposed improvements to the complaint-based inspection program in Option 1 included the expansion of landlord/tenant mediation support, enhanced education and outreach, and additional staff capacity to perform rental inspections. Most Councilmembers supported Option 2 and staff was directed to schedule a date for Council consideration of Option 2.

Issue Identification

Safe and stable housing provides a foundation that allows individuals, families, and communities to thrive. Livable housing has a positive impact on health, economic security, educational attainment, and the overall stability of families and communities.

In Fort Collins, the best available data suggests that more than 40% of all housing units are renter-occupied. The renter community in Fort Collins makes up a significant portion of the population and the City does not currently conduct proactive rental property inspections for health, safety, and habitability. While the City maintains a complaint-based rental inspection system to promote safe and habitable housing

For renters, this program does not address power dynamics faced by tenants who often fear retaliation, increased rental payments, damaged relationships with property owners, and eviction.¹

Community comments from renters during Housing Strategic Plan engagement indicated a range of concerns with the City's current level of regulation: a need to proactively ensure healthy, safe units; fear of retaliation or loss of housing if renters report substandard or unsafe units; and concerns about discrimination. Feedback from landlords/property managers about a Rental Housing Program included concerns about the cost of the program, concerns that the problem had not been sufficiently defined, a desire to ensure fair treatment of both small and large landlords, a lack of trust in the City, a desire to keep the current complaint-based system and concerns that mandatory rental registration/licensing may not be an effective way to address substandard units.

Proposed Program Design

The proposed program design aims to address concerns about the lack of proactive inspection and to ensure safe, healthy, habitable housing for all Fort Collins residents. It also strives to thoughtfully address concerns expressed by landlords and others in the rental industry regarding fairness, unnecessary regulation, and increased costs. The proposed program includes two primary components – property registration and delayed proactive rental inspections. A start-up phase is a key component of the proposed program and focuses on outreach, education, and feedback from those entities participating in the initial stages of implementation. The proposed program would require landlords/property owners to enroll their properties into the program, update contact information annually, and – when delayed proactive inspections are added after the first year – to submit their rental businesses to property inspections once every five years to ensure compliance with minimum life, health, and safety standards.

Rental Property Registration: To maintain complete and timely information about rental properties in Fort Collins, all property owners who rent to tenants would be required to enroll their rental properties into the program, including both owner-occupied rental properties and fully renter-occupied properties. The registration information collected would include, but is not limited to:

- Name and contact information of the property owner(s), whether LLC or natural person
- Contact information for the property manager, if one is used
- A local contact located no more than 70 miles from the property
- A complete list of additional rental properties owned by the property manager, if applicable
- Types of units at the property
- Age of units
- Has a third-party inspection been completed in the last year? If yes, please upload a copy of the detailed results, the criteria used to conduct the inspection and the credentials of the inspector.
- A self-attestation that the property is compliant with the IPMC (International Property Maintenance Code)

Additional reporting could be added if the start-up phase reveals the need for additional information that could enable more data-informed decision making.

Property owners would be required to update their enrollment information annually to ensure that local contact information is up to date, which ultimately helps facilitate a streamlined rental property inspection process.

It is expected that the additional education and outreach planned for this program will result in additional requests for mediation and complaint-based rental inspection. Therefore, additional staffing (one mediation specialist and two rental inspectors) was added to meet these needs.

¹ Chisholm, E., Howden-Chapman, P., & Fougere, G. (2020). Tenants' responses to substandard housing: Hidden and invisible power and the failure of rental housing regulation. *Housing, Theory and Society*, 37(2), 139–161.

Proactive Rental Inspections: The second element of the Rental Housing Program adds proactive inspections after the first full year of implementation for any properties that do not have an adequate and acceptable third-party inspection that meets the City’s minimum habitability standards and approval. Having collected a year of registration information will allow staff to understand and evaluate the third-party inspections that are already occurring. Fees can then be established for the remaining properties and units that still require inspection by the City. The following rental property classifications would require inspections:

- Single detached
- Attached
- Multi-unit buildings
- Condos
- Mobile homes

All single detached, attached units, and individually owned units, regardless of property type, are proposed to be inspected once every five years. For multi-unit buildings in which units share the same property owner, properties will be inspected on a percentage basis. The program will require buildings with 0-10 units to be 100% inspected, 11 to 100 units to have 10% of units inspected and buildings with greater than 100 units to have 5% of units inspected. The percentage-based inspections will allow building inspectors to identify the general state of repair for multi-unit buildings, reinforce the City’s rental housing standards of habitability for multi-unit buildings, and relieve the burden on staff and property owners of inspecting every unit in large apartment complexes.

Building Type	% Inspected
Single unit, detached	100%
Single unit, attached (e.g., townhouse)	100%
Individually owned (e.g., condo)	100%
Multi-unit, 0-10 units	100%
Multi-unit, 11-100 units	10%
Multi-unit, 100+ units	5%

The current complaint-based rental inspection system will remain in place. As education and outreach are completed, staff expect the number of requests for complaint-based rental inspections to increase. Upon beginning proactive inspections, maintaining the complaint-based system would allow tenants to report off-cycle life, health, and safety concerns that may arise between inspections. Moreover, this system would provide an option for renters in multi-unit buildings whose units were not selected for inspection to report concerns.

Proposed Fee Structure

The proposed Rental Housing Program fee structure has been designed to cover all administrative costs as projected for the first five years of implementation. Regular analysis of fees to evaluate cost recovery will be included in the administrative tasks of the Rental Housing Program staff, like many other fee-based City programs.

To balance the impact of fees across different types of landlords and properties, staff proposes a hybrid fee structure that allocates program costs to both the rental property (75% of the cost) and each unit being rented (25% of the cost). Fees will need to be recalculated after the first full year of implementation to account for the additional cost of proactive inspections. Staff proposes separating the cost of registration from the cost of inspection.

Alternative fee structures were also considered. A “per-unit” fee is more expensive for owners of larger multi-unit properties, while a “per property” fee is more expensive for owners of single-unit properties.

Staff's intent in proposing a hybrid fee structure is to provide a more equitable distribution of costs among different property types. (See attachments for Root Policy Fee memos)

Proposed Fee Table (75% based on property and 25% based on units)

Annual Fees per Model Type	Per Property	Per Unit
Registration Only (year 1)	\$37	\$10
Registration/Delayed Inspection	To be determined	To be determined

Proposed Enforcement Checkpoints

Enforcement checkpoints have been built into the proposed Rental Housing Program's design to ensure compliance at each stage. Staff intends to partner with property owners to achieve voluntary compliance with program requirements whenever possible. A critical task of the start-up phase (and beyond) is education and outreach to landlords, property owners, property managers, and tenants to increase awareness of and compliance with the proposed program. If Council chooses to adopt a Rental Housing Program, however, staff expects that there will be some situations that may require enforcement to address violations that have not been successfully resolved through voluntary compliance.

Staff has proposed a range of penalties for failure to comply with the requirements of the Rental Housing Program that include fines, civil penalties, and, upon several repeated instances of noncompliance, misdemeanor charges. If property violations are found upon a complaint-based rental inspection, property owners will receive a notice of violation with a specified amount of time to cure the violation(s) that is dependent on the severity and implications for the renter's life, health, and safety. Properties with violations upon complaint-based rental inspection will require subsequent reinspection to ensure compliance. If unpermitted work is identified during the complaint-based rental housing inspection that presents a life, health, or safety concern as defined in the Building Code, violation notices and enforcement actions would follow the current Building Code processes and codes.

Proposed Staffing and Startup Costs

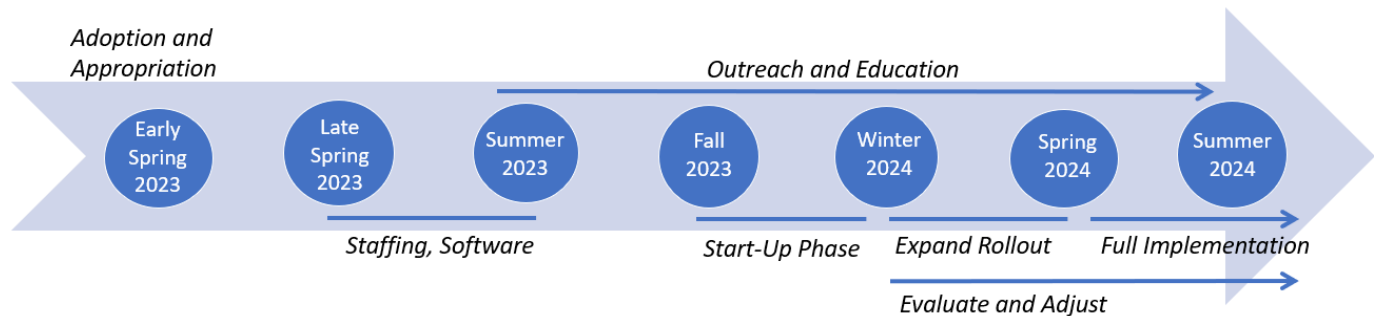
The proposed staffing and startup costs of the Rental Housing Program are based on a phased approach to hiring during the startup phase. Hiring would start with four staff to begin education, outreach, and implementation. Then additional staff will be added as needed to support implementation. In total, staff is requesting an appropriation of \$1.1 million over a 2-year period (\$421,583 in 2023 and \$669,500 in 2024) to support the start-up phase of the proposed program.

	FTE	Per FTE Cost	2023 Estimate	2024 Estimate
Compensation				
Program Manager	1	\$90,000	\$54,000	\$90,000
Engagement Specialist	1	\$65,000	\$39,000	\$65,000
Admin/Tech	1	\$50,000	\$30,000	\$50,000
Med Specialist	1	\$65,000	\$16,250	\$65,000
Lead Bldg Inspector	1	\$80,000	\$48,000	\$80,000
Bldg Inspector	1	\$70,000	\$0	\$70,000
Bulding and Dev. Review Tech	1	\$60,000	\$0	\$60,000
Total Salaries	7		\$187,250	\$480,000
Benefits	0.25		\$46,813	\$120,000

One-Time Costs					
Software		1	\$75,000	\$75,000	\$0
Vehicle		2	\$30,000	\$60,000	\$0
Clothing		2	\$500	\$1,000	\$0
Boots		2	\$160	\$320	\$0
Tools		2	\$100	\$200	\$0
iPad		2	\$1,300	\$1,300	\$1,300
Laptop		5	\$1,500	\$4,500	\$3,000
Desktop Computer		2	\$500	\$500	\$500
Total One-Time Costs				\$142,820	\$4,800
Ongoing Annual					
Marketing			\$20,000	\$20,000	\$20,000
Translation		1	\$10,000	\$10,000	\$10,000
Postage		1	\$10,000	\$10,000	\$10,000
Phone		7	\$600	\$4,200	\$4,200
Clothing		2	\$250	\$500	\$500
Vehicle Maintenance and Fuel		2	\$10,000	\$20,000	\$20,000
Total Ongoing Annual Costs				\$44,700	\$64,700
Total Compensation/One-Time/Ongoing Costs				\$421,583	\$669,500
Total 2023-2024					\$1,091,083

Implementation

If Council adopts the proposed Rental Housing Program and allocates funding for the start-up phase of the program, staff estimates that full implementation could begin as early as April 2024. The timeline below outlines the steps in the start-up phase that would lead up to the full implementation.



Adoption and Appropriation – April 2023

Initial Staffing and Software – June 2023

- The initial phase of hiring includes the Program Manager, Engagement Specialist, Admin/Tech, and Lead Building Inspector.
- Work on the Accela platform will begin to accommodate the Rental Housing Program enrollment and inspection processes.
- Staff will develop all necessary rules and regulations to implement.

Outreach and Education – June 2023 (and ongoing)

- Messaging and relationship building with rental industry partners will be developed and implemented

Start-Up Phase – Q4 2023

- Identify pilot neighborhood(s)
- Test registration processes

Evaluate and Adjust – Q1 2024 (and ongoing)

- Identify and implement process changes
- Council memo update

Implement registration citywide – April 2024

- Hire any remaining staff needed to support full implementation.

Begin delayed proactive inspection process – Q1 2025

- Determine City-approved third-party inspections
- Recalculate fees
- Pilot proactive inspections
- Hire appropriate staff

CITY FINANCIAL IMPACTS

On December 1, 2022, staff presented initial estimates of the proposed Rental Housing Program's initial and ongoing costs and anticipated fee structure, which was designed to make the program self-sustaining upon full implementation. Two of three Council Finance Committee members were supportive of an appropriation of \$1.6 million from General Fund reserves (\$750,000 in 2023 and \$850,000 in 2024) to fund the first two years of the program in its start-up phase.

The currently proposed option described herein has lower startup costs than the program presented in December. In total, staff request an appropriation of \$1.1 million from General Fund reserves (\$421,583 in 2023 and \$669,500 in 2024). A 2024 Revision offer will be completed during the revision process in July of 2023 in order to gain Council approval to appropriate the 2024 amount from General Fund reserves needed for this program. The total anticipated startup costs will be paid back over the first five years of full implementation of the Rental Housing Program with delayed inspections.

The total expected revenue per year is \$737,152 based on the assumptions of 12,496 properties at \$37 each and 27,480 units at \$10 each. This revenue projection exceeds the appropriation request, which suggests that the program may be able to repay some, if not all, of the start-up costs within the first five years of the program.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

An overview of the proposed program and its expected financial impact was presented to the Affordable Housing Board and the Council Finance Committee on December 1, 2022.

PUBLIC OUTREACH

A thorough public engagement process from December 2021-July 2022 helped shape the design of the Rental Housing Program.

ATTACHMENTS

First Reading attachments not included.

1. Ordinance A for Consideration
2. Ordinance B for Consideration
3. Presentation

ORDINANCE NO. 058, 2023
OF THE COUNCIL OF THE CITY OF FORT COLLINS
ADOPTING A RENTAL HOUSING PROGRAM AS AN IMPLEMENTATION
ACTION OF THE HOUSING STRATEGIC PLAN AND THE
OUR CLIMATE FUTURE PLAN

WHEREAS, livable housing has a positive impact on health, economic security, educational attainment and the overall stability of individuals and families in communities; and

WHEREAS, in Fort Collins, the best available data suggests that more than 40% of all housing units are renter-occupied; and

WHEREAS, the renter community, which makes up a significant portion of the City’s population, would benefit from proactive rental property inspections conducted by the City to ensure the health, safety and habitability of their rental housing; and

WHEREAS, while the City maintains a complaint-based rental inspection system to promote safe and habitable housing for renters, that program does not adequately address the power dynamics faced by tenants who often fear retaliation, increased rental payments, damaged relationships with property owners and eviction for reporting complaints to the City; and

WHEREAS, the Council has determined that delaying implementation of a mandatory inspection requirement will enable a reasonable transition to the new program for those impacted and will allow time for staff to put in place the arrangements necessary for the City to effectively carry out the program; and

WHEREAS, the Council has determined, and now finds, that the adoption of this Ordinance is necessary to ensure safe and stable housing that allows individuals, families and communities to thrive and is necessary for the public’s health, safety and welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That Section 5-236 of the Code of the City of Fort Collins is hereby deleted in its entirety.

Section 3. That a new Section 5-221 is hereby created in Chapter 5 of the Code of the City of Fort Collins to read as follows:

ARTICLE VI. HOUSING STANDARDS

Division 1 - Generally

Sec. 5-221. Definitions.

For the purposes of this Article, certain terms, phrases, words and their derivatives shall be construed as expressly stated herein and as follows:

Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural, the singular. Where terms are not defined in this Division and are defined in the City Code, Land Use Code, International Building Code, International Fire Code, International Plumbing Code, International Mechanical Code or National Electrical Code, such terms shall have the meanings ascribed to them as stated in those codes. Where terms are not defined through the methods authorized by this Section, such terms shall have ordinarily accepted meanings such as the context implies. Whenever the words long-term residential rental dwelling unit, dwelling unit, dwelling, premises, building, rooming house, rooming unit, housekeeping unit or story are stated in this code, they shall be construed as though they were followed by the words “or any part thereof.”

Agent shall mean any person legally authorized to act on behalf of or in place of the owner or lessee of a long-term residential rental dwelling unit and for receipt of notices and legal service of process related to a long-term residential rental dwelling unit. An *agent* may also be the requisite local contact.

Applicant shall mean any person who seeks to register a long-term residential rental dwelling unit as a long-term residential rental under this Division.

Building shall mean a structure with the capacity to contain, and is designed for the shelter of, humans, animals, or personal property of any kind. Building shall include, without limitation, any house, office building, store, warehouse, or any other residential or nonresidential structure of any kind, whether or not such structure is permanently affixed to the ground upon which it is situated, and any trailer, semi-trailer, trailer coach, mobile home, or other vehicle designed or used for occupancy by persons for any purpose.

Building official shall mean the Chief Building Official with the administrative and enforcement authority as provided in this Article, and their designees.

Director shall mean the Director of Community Development and Neighborhood Services with the administrative and enforcement authority provided in this Article, and their designees.

Electronic record shall mean a record created, generated, sent, communicated, received or stored by electronic means and reproducible in a physical document.

Imminent danger shall mean an existing condition that is reasonably likely to cause immediate serious or life-threatening injury or death.

Lease shall mean an agreement by which an owner of residential rental property conveys the right to use and occupy such property to an occupant or tenant or lessee, in exchange for consideration.

Lessee or *tenant* shall mean a person having a possessory interest in a property under an oral or written lease agreement.

Local contact shall mean one or more persons legally authorized by the owner to access the long-term residential rental dwelling unit, to make decisions regarding the long-term residential rental dwelling unit, to accept service of noncompliance notice in lieu of the owner and have a physical residential or business address no more than seventy (70) miles from the long-term residential rental dwelling unit to be available to respond to any issues raised by the lessee or the City.

Long-term residential rental dwelling unit shall mean one or more rooms and a single kitchen and at least one bathroom, designed, occupied or intended for occupancy as separate quarters for the exclusive use of a single family for living, cooking and sanitary purposes, located in a single-family, two-family or multi-family dwelling or mixed-use building that is leased, rented or sublet for compensation (including money or services or the sharing of expenses), in part or in whole, for periods of thirty (30) consecutive days or more. *Long-term residential rental dwelling unit* shall not include such land, buildings, and residential units owned by the Board of Governors of the Colorado State University System or utilized by Colorado State University for the housing of students or faculty or for other educational purposes.

Municipal court or *court* shall mean the municipal court of the City as established in Article VII, Section 1 of the Charter.

Owner shall mean any person whose name appears on the tax bill for the property or who, alone or jointly or severally with others, has legal title to any long-term residential dwelling or long-term residential rental dwelling unit, with or without actual possession thereof, or has charge, care or control of any long-term residential dwelling or long-term residential rental dwelling or long-term residential rental dwelling unit as owner, executor, executrix, administrator, trustee, guardian of the estate of the owner, mortgagee or assignee of rents. *Owner* shall not include any person who holds only a security interest or easement on the real property upon which the long-term residential rental dwelling unit is situated.

Person means any individual, corporation, association, firm, joint venture, estate, trust, business trust, syndicate, fiduciary, partnership, limited partnership, limited liability company, and body politic and corporate, and all other groups and combinations.

Property manager shall mean any person charged with the care and control of rental housing or long-term residential rental dwelling unit who performs services with respect to such rental housing or long-term residential rental dwelling unit under a contract with the owner thereof or who otherwise acts as representative of an owner with respect to such rental housing or long-term residential rental dwelling unit.

Registered premises or premises shall mean a long-term residential rental dwelling unit that has a valid registration issued pursuant to Division 3 allowing long-term residential rental of such long-term residential rental dwelling unit.

Rental housing shall mean any building or mobile home or portion thereof, including the lot, tract or parcel of land on which the same is located, containing any long-term residential rental dwelling unit, or guest room which is leased, rented or sublet to a family or person(s) for compensation (including money or services, and the sharing of expenses) in part or in whole, for periods of thirty (30) consecutive days or more. *Rental housing* shall not include such land, buildings, and residential units owned by the Board of Governors of the Colorado State University System or utilized by Colorado State University for the housing of students or faculty or for other educational purposes.

Section 4. That reserved sections in Division 1, Article VI of Chapter 5 of the Code of the City of Fort Collins will be Section 5-222 to Section 5-236.

Section 5. That Article VI of Chapter 5 of the Code of the City of Fort Collins is hereby amended by the addition of a new Division 3, to read in its entirety as follows:

Division 3 - Long-Term Rental Registration

Subdivision A. - Generally

Sec. 5-280. Purpose.

This registration of long-term residential rental properties is implemented pursuant to this Division to ensure the health and safety of renters of long-term residential properties, to promote safe and stable housing for renters and to improve the overall livability of our City.

Sec. 5-281. Administration.

The Director and Building Official shall administer the provisions of this Division and are authorized to jointly promulgate rules and regulations for its administration and implementation.

Sec. 5-282. Reserved.

Subdivision B. - Registration

Sec. 5-283. Registration required.

An owner of a long-term residential rental dwelling unit shall register it with the City and comply with the inspection requirements pursuant to this Division.

Sec. 5-284. Application for registration.

(a) Any person seeking to register a particular long-term residential rental dwelling unit pursuant to this Division, or renew an existing registration, must file a complete application and pay all applicable fees. The Director may approve or deny registration based on whether the applicant and the premises proposed to be registered or renewed satisfy all the requirements of this Division.

(b) The Director may require additional information and documentation as the Director deems necessary to determine whether an initial or renewal application meets the requirements of this Division.

(c) At the time of an initial or renewal application for registration, each applicant shall pay a fee in an amount set by the City Manager in accordance with § 7.5-1.

(d) Each applicant shall pay a fee for every inspection or reinspection of a long-term residential rental dwelling unit in an amount set by the City Manager pursuant § 7.5-1.

Sec. 5-285. Registration requirements.

(a) The following are the minimum requirements that must be satisfied by the applicant for the issuance or renewal of a long-term residential rental dwelling unit registration.

(1) The applicant must provide documentation satisfactory to the Director that the applicant is the owner of the long-term residential rental dwelling unit, or the owner’s authorized agent.

(2) The long-term residential rental dwelling unit must comply with all applicable federal, state, and local laws including, but not limited to, this Code and the City’s Land Use Code.

(3) Until *[18 months after the enactment of this Ordinance]*, the property and long-term residential rental dwelling unit must conform to, and the applicant shall certify that, the applicable building, sanitation, mechanical, electrical, structural and fire safety requirements in Chapter 5 of the Code in addition to those listed in the administrative regulations adopted pursuant to § 5-281 of the Code.

(4) Beginning *[18 months after the enactment of this Ordinance]*, the long-term residential rental dwelling unit must pass an inspection conducted by the Building

Official as described in Subdivision C, unless the long-term residential rental dwelling unit passed an acceptable inspection conducted by a third-party inspector as described in Subdivision C.

- (b) The applicant must identify one or more persons who will be the local contact. Any such person must have access to the long-term residential rental dwelling unit and be authorized to make decisions regarding the long-term residential rental dwelling unit.

Sec. 5-286. Issuance of registration.

Upon the applicant's compliance with the requirements of this Division, the Director shall register the long-term residential rental dwelling unit.

- (a) Each registration shall be applicable only to the long-term residential rental dwelling unit for which approval is granted by the Director and no registration shall be transferrable.
- (b) A registration shall terminate upon transfer of ownership of the registered long-term residential rental dwelling unit.

Sec. 5-287. Term of registration and renewal.

Registration issued pursuant to this Division shall be valid for one (1) year. Registration must be renewed annually.

- (a) Renewal applications shall be reviewed by the Director in consultation with the Building Official, are subject to § 5-288 and § 5-308, must meet the standards set forth in § 5-285 and, if applicable, § 5-306.
- (b) Any prior violation of the provisions of this Article may be considered by the Director during the registration renewal review and may result in non-renewal. In the Director's discretion, after consultation with the Building Official as necessary, the Director may impose conditions upon a registration at the time of renewal to address non-compliance with the terms of the registration, the provisions of this Article, or any other applicable provision of federal, state, or local law. Failure to comply with such conditions may result in suspension, revocation, or non-renewal of the registration pursuant to § 5-308 and, if applicable, § 5-306.

Sec. 5-288. Registration regulations.

Upon completion of registration pursuant to this Division, the following requirements must be met for the registration to remain valid.

- (a) The owner shall comply with the terms of the registration and all applicable provisions of this Code, including, but not limited to, this Chapter 5, Chapter 20 regarding

nuisances, the Land Use Code, and any other applicable provision of federal, state, and local law.

(b) The owner shall maintain the long-term residential rental dwelling unit in compliance with the minimum rental housing requirements as provided in § 5-296.

Sec. 5-289. Fees

The fees authorized and imposed under this Division shall be paid by the owner to the City as directed in any notice provided under this Article.

Sec. 5-290. Grounds for denial.

The following are all grounds for the Director’s denial of an application for registration or renewal:

(a) Registering the long-term residential rental dwelling unit would violate any applicable federal, state, or local law, and any rules and regulations adopted pursuant thereto.

(b) The premises of the long-term residential rental dwelling unit does not comply with the requirements of the Land Use Code or with any applicable provisions of Chapters 5, 9, 12 or 20 of this Code.

(c) The applicant fails to complete any required inspections, when applicable, or obtain necessary permits for the premises of the long-term residential rental dwelling unit.

Sec. 5-291. Appeal.

An owner may appeal any decision whether to grant, renew, suspend, or revoke an application or registration under this Division to the City Manager in accordance with Chapter 2, Article VI of this Code. The City Manager’s decision shall be final.

Secs. 5-292 – 5-295. Reserved.

Subdivision C. Inspections

(Effective [18 months after the enactment of this Ordinance])

Sec. 5-296. Inspections required.

(a) The Director and Building Official shall establish a regular and orderly schedule to inspect all long-term residential rental dwelling units within the City. Such schedule may be determined based upon location of the long-term residential rental dwelling unit within the City, the age of long-term residential rental dwelling units, size of the rental complex, complaints received from residents or the public, or the general condition of the property. Such schedule is in addition to and does not limit or preclude the right of the Building

Official to inspect a property pursuant to any other provision of this Chapter 5, including, but not limited to, inspections based on a request of a tenant, owner, manager, or complainant.

(b) The Building Official may enter a long-term residential rental dwelling unit and related buildings on the premises at all reasonable times to inspect and ensure the long-term residential rental dwelling unit and property are compliant with all applicable building, sanitation, mechanical, electrical, structural and fire safety requirements in Chapter 5 of the Code, administrative regulations adopted pursuant to § 5-281 of the Code and all provisions of this Division.

(1) The Building Official has authority to inspect the long-term residential rental dwelling unit and related buildings and common areas on the premises to be registered or renewed for purposes of verifying compliance with the rental housing minimum requirements as set forth in this Article.

(2) A refusal by the owner or lessee to allow such inspection shall be grounds for denial of the issuance of a registration or renewal, will result in a notice of non-compliance under § 5-299 and may result in an enforcement action pursuant to § 5-306.

(c) The Building Official shall prepare a report documenting any violations of this Division on a written inspection report and may make a photographic record of the property or of any violations discovered on the property. This report will be provided to the Director and owner.

(d) Except as provided in § 5-297, the Director shall not approve a registration unless the long-term residential rental dwelling unit at issue has successfully passed an inspection performed by the Building Official when so required.

(e) Each long-term residential rental dwelling unit shall be inspected upon initial registration and every five (5) years thereafter.

(1) When multiple long-term residential rental dwelling units are located on a single parcel of land the Building Official shall inspect a random sample of the long-term residential rental dwelling units based on the following:

- a. Up to 10 units, one hundred (100) percent of the units will be inspected,
- b. 11-100 units, a minimum of ten (10) percent of the units to be inspected,
- c. Over 100 units, a minimum of five (5) percent of the units to be inspected.

The random sampling is at the sole discretion of the Building Official.

Sec. 5-297 Exemptions to inspection requirement.

(a) The following long-term residential rental dwelling units are exempt from the City-conducted scheduled inspection requirement described in this Section:

(1) A long-term residential rental dwelling unit that complies with federal housing standards and was inspected by a state or federal government agency within the last five (5) years and successfully passed that inspection.

a. Such proof of inspection shall include documentation from that governmental agency setting forth the date of the inspection and the result of that inspection.

(2) A long-term residential rental dwelling unit newly constructed less than ten (10) years before the registration application date, based on the date of issuance of the certificate of occupancy or temporary certificate of occupancy. This exemption does not apply to existing structures that receive a new certificate of occupancy or temporary certificate of occupancy.

a. Such proof of inspection shall include a copy of the dated certificate of occupancy or temporary certificate of occupancy.

(3) A long-term residential rental dwelling unit inspected by a third-party inspector, as approved by the Building Official, shall only be acceptable in lieu of a City-conducted inspection described in this Division on the following conditions:

a. Documentary proof of the inspection setting forth the date of the inspection and the result of the inspection;

b. Documentary proof of the qualifications of the third-party inspector;

c. Documentary proof of the standards used to inspect the long-term residential rental dwelling unit and property with detailed results of that inspection;

d. Confirmation that the standards used to inspect the long-term residential rental dwelling unit comply with the same standards used by City-conducted inspections as described in this Division and § 5-296; and

e. Each long-term residential rental dwelling unit must be inspected by a third-party inspector.

i. A third-party inspector must inspect each long-term residential rental dwelling unit located within a multiple dwelling

unit building(s) on a single parcel, the random sampling described in § 5-296(e)(1) does not apply to third-party inspectors.

(g) All registered long-term residential rental dwelling units shall be subject to other inspections as provided in this Chapter 5. No person shall be deemed in compliance with the provisions of this Chapter 5 solely by virtue of having registered a long-term residential rental dwelling unit pursuant to this Division.

Sec. 5-298. Notice of inspection.

(a) A letter of intent to inspect a long-term residential rental dwelling unit based on the systematic inspection schedule or pursuant to a re-inspection will be sent by the City to the owner, local contact and tenant informing them of the need to schedule an inspection within the time frame stated in the notice.

(b) The owner must notify the tenant of the scheduled inspection of the long-term residential rental dwelling unit, common areas (if applicable) and related buildings on the premises and request the tenants' permission to authorize the Building Official to enter the long-term residential rental dwelling unit, common areas (if applicable) and related buildings on the premises at the scheduled date and time.

(c) The owner, or the owner's agent or local contact, must provide the Building Official with access to the entire long-term residential rental dwelling unit, common areas (if applicable) and related buildings on the premises.

Sec. 5-299. Notice of non-compliance.

(a) If the Building Official determines upon inspection that the long-term residential rental dwelling unit does not comply with the requirements of this Division, a notice of non-compliance and an order to correct shall be issued to the owner and local contact with a copy to the tenant. The notice of non-compliance and order shall be in writing and shall describe the violation in sufficient detail for it to be properly corrected.

(1) The notice and order shall provide a reasonable time for correction of the non-compliance of not less than seven (7) days nor more than ninety (90) days from the date of service of the notice and order. The notice and order shall advise the owner that a reinspection is required and that if the owner fails to correct the violation by the required correction date, the City may take one (1) or more of the actions set forth in Subdivision D below.

(2) If the observed violations constitute an imminent danger to the long-term residential rental dwelling unit or any related building on the premises then the Building Official shall comply with § 5-300.

(b) The notice of non-compliance and order to correct shall be served upon the owner by one (1) of the following methods:

(1) Personal service upon the owner, agent or local contact, in which case service shall be deemed complete on the date service occurs; or

(2) By posting on the long-term residential rental dwelling unit premises and mailing to the owner or agent at the address currently on file with the City as part of the registration of the long-term residential rental dwelling unit pursuant to this Division. Service by this method shall be deemed complete three (3) days after mailing and posting.

(c) After the time for correction as set forth in the notice of non-compliance and order to correct has passed, the City shall re-inspect the long-term residential rental dwelling unit to verify the violations identified during the initial inspection have been corrected.

(1) The owner may be granted an extension of time by the City if the Building Official determines that substantial progress is being made to correct the violation. Such request must be made in writing by the property owner and submitted to the Building Official prior to expiration of the 90-day period. Upon receipt the Building Official shall, in consideration of all applicable facts, determine the terms and conditions of the extension.

(d) A re-inspection fee shall be assessed upon the owner for each re-inspection when violations identified on a notice of non-compliance have not been corrected by the date established for correction in the notice of non-compliance unless the Building Official has granted an extension prior to the re-inspection date.

Sec. 5-300. Imminent Danger.

(a) If the Director or Building Official finds that a long-term residential rental dwelling unit, or a part of any such dwelling or building presents an imminent danger, the Building Official shall order the long-term residential rental dwelling unit, or the affected portion of the building, be vacated.

(1) A written notification of non-compliance stating the violations that deem the long-term residential rental dwelling unit, or any part of such dwelling or building, as an imminent danger will be served as required in § 5-299.

(b) The Building Official shall post notice of any such order on the subject premises and send a copy thereof to the owner at the address currently on file with the City as part of the registration of the long-term residential rental dwelling unit as described in § 5-285.

(1) It shall be unlawful for anyone to remove or deface the posted notice. Such violation is a civil infraction pursuant to § 1-15(f) of this Code.

(c) The owner shall correct the violations causing the property to present an imminent danger, and such correction confirmed by re-inspection of the premises as described in § 5-299.

Secs. 5-301 – 5-305. Reserved.

Subdivision D – Violations and Penalties

Sec. 5-306. Violations and penalties.

In addition to the suspension, revocation or refusal to renew any registration hereunder, any owner who violates any provision of this Division may be punished by a fine or imprisonment or both in accordance with § 1-15 of this Code as described below. Each day that a violation of this Division continues shall be deemed a separate offense. Additionally, the City may take any other legal action available to address violations of the provisions of this Article.

(a) **Registration or Renewal.** It shall be unlawful for any owner to lease or to allow the use, maintenance, or occupancy of any long-term residential rental dwelling unit that does not have a current, valid registration as described in in §§ 5-285 and 5-287. Such violation is a civil infraction pursuant to § 1-15(f) of this Code..

(b) **Inspection.** Beginning on [*18 months after effective date of this Ordinance*], it shall be unlawful for any owner to lease or to allow the use, maintenance, or occupancy of any long-term residential rental dwelling unit that does not comply with the inspection requirements in § 5-296. Such violation is a civil infraction pursuant to § 1-15(f) of this Code.

(c) **Failure to correct.** Beginning on [*18 months after effective date of this Ordinance*], it shall be unlawful for an owner not to correct the violations identified in a properly served non-compliance notice and order as described in § 5-299. Such violation is a misdemeanor pursuant to § 1-15(a) of this Code.

(d) **Failure to vacate.** Beginning on [*18 months after effective date of this Ordinance*], it shall be unlawful for a tenant or other occupant of a long-term residential rental dwelling unit to fail to vacate a long-term residential rental dwelling unit after the passage of such time as is set forth in a vacation order posted pursuant to § 5-300. Such violation is a misdemeanor pursuant to § 1-15(a) of this Code.

(e) **Interference with City official.** It shall be unlawful for any tenant or person having common authority of a long-term residential rental dwelling unit to deny entry to the Building Official when such individual is acting pursuant to this Division. Such violation is a misdemeanor pursuant to § 1-15(a) of this Code.

Sec. 5-307. Enforcement.

(a) The Director or Building Official may cause to be issued a summons and complaint for prosecution in municipal court in accordance with the procedures established in Chapter 19 of this Code.

(b) Upon conviction of any person for a violation of this Division, the Director may place a notice of the violation on the City's website that contains the address of the subject long-term residential rental dwelling unit and a statement that the long-term residential rental dwelling unit was found not to comply with a requirement or limitation of this Division. Such notice shall remain on the City's website only until such time as the owner of the subject long-term residential rental dwelling unit establishes, to the reasonable satisfaction of the City, that the condition that caused the violation has been corrected.

Sec. 5-308. Suspension, revocation, or nonrenewal of registration.

(a) In addition to the grounds set forth in § 5-306, the Director may suspend, revoke, or not renew any registration issued pursuant to this Division if the Director determines that any of the following have occurred:

(1) Fraud, material misrepresentation or false statement in the initial application for registration or any renewal application; or

(2) Failure to comply with the requirements of § 5-288.

(b) Procedures for investigation of registration violations and for suspension, revocation or other registration sanctions as a result of any such violation shall be as provided in § 5-307 of this Division and any rules and regulations promulgated by the Director as provided in § 5-281.

(c) The suspension or revocation of a registration shall not affect any lease or other arrangement for possession between the owner and a tenant. However, the owner shall not enter into any new arrangement for possession, nor renew any arrangement, during active suspension or revocation of its registration. Additionally, the owner must comply with any conditions related to the disciplinary action.

Sec. 5-309. Public nuisance.

A violation of any provisions of this Division is hereby declared to be a public nuisance, subject to abatement by the City in accordance with the procedures established in Chapter 20 of this Code.

Secs. 5-310 – 5-344. Reserved.

Section 6. That Section 5 of this Ordinance shall become effective April 1, 2024. The Director shall develop and implement the administrative and financial processes for this registration program between the effective date of this Ordinance and April 1, 2024.

Section 7. That Section 5-256 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 5-256 Enforcement authority; rules and procedures.

The Building Official is hereby authorized and directed to enforce all of the provisions of this Article. For such purposes, the Building Official shall have the authority to adopt and promulgate administrative rules and procedures consistent with the provisions of this Article; to interpret and implement the provisions of this Article; to secure the intent thereof; to enforce all provisions of this Article; and to designate requirements applicable because of local climatic or other conditions. Such rules shall not have the effect of waiving structural or fire performance requirements specifically provided for in this Article, or of violating accepted engineering methods involving public safety.

Introduced, considered favorably on first reading, and ordered published this 4th day of April, 2023, and to be presented for final passage on the 18th day of April, 2023.

Mayor

ATTEST:

City Clerk

Passed and adopted on final reading this 18th day of April, 2023.

Mayor

ATTEST:

City Clerk

ORDINANCE NO. 059, 2023
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROPRIATING PRIOR YEAR RESERVES IN THE GENERAL FUND FOR THE
START UP PHASE OF THE RENTAL HOUSING PROGRAM

WHEREAS, in August 2022, the City Council directed staff to develop a rental housing program that includes mandatory registration of rental properties and proactive inspections to ensure that rental housing is healthy and safe; and

WHEREAS, staff conducted a detailed fee analysis with the intent of making the rental housing program self-sustaining if approved by City Council; and

WHEREAS, the initiation of the program will require an initial outlay of funds to hire additional staff, purchase software and conduct program activities; and

WHEREAS, on December 1, 2022, staff presented to the Council Finance Committee a request for appropriation in the amount of \$1,600,000 over the period of two years from the General Fund for the rental registration and inspection program start-up phase, which two of the three Committee members supported; and

WHEREAS, the amount requested for 2023 is \$421,583; and

WHEREAS, this appropriation benefits the public health, safety and welfare of the residents of Fort Collins and serves the public purpose of ensuring safe and stable housing that allows individuals, families and communities to thrive; and

WHEREAS, 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 such funds for expenditure as may be available from reserves accumulated in prior years, notwithstanding that such reserves were not previously appropriated; and

WHEREAS, 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.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That there is hereby appropriated from prior year reserves in the General Fund the sum of FOUR HUNDRED TWENTY-ONE THOUSAND FIVE HUNDRED EIGHTY-THREE DOLLARS (\$421,583) to be expended in the General Fund for the Start Up Phase of the Rental Housing Program.

Introduced, considered favorably on first reading, and ordered published this 4th day of April 2023, and to be presented for final passage on the 18th day of April, 2023.

Mayor

ATTEST:

City Clerk

Passed and adopted on final reading on the 18th day of April, 2023.

Mayor

ATTEST:

City Clerk



Rental Housing Program: Second Reading

Housing Strategic Plan Implementation

Marcy Yoder, Neighborhood Services Manager
Meaghan Overton, Housing Manager



- **Strategy 20** - Explore the option of a mandated rental license/registry program and pair with best practice rental regulations.

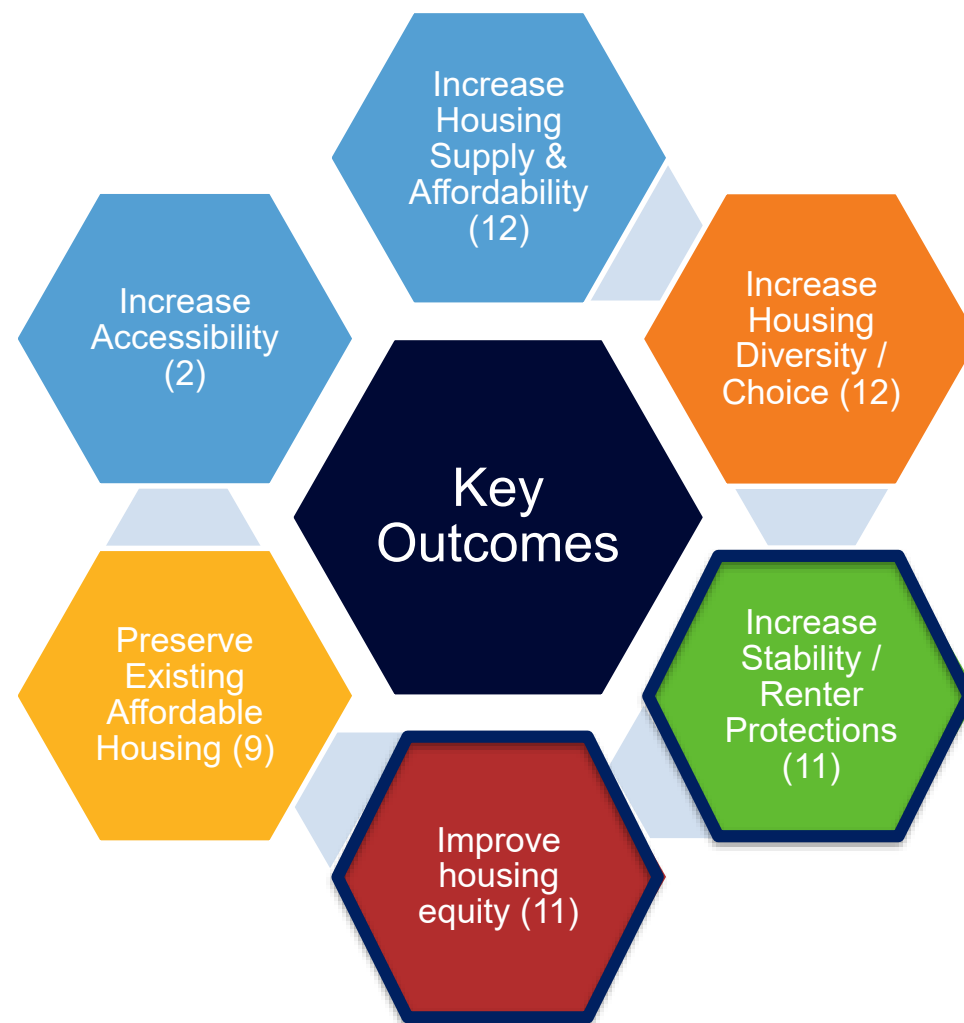


Big Move 7: Healthy, Affordable Housing

- **HAH6:** Explore mandated rental license/rental registry

Why are we looking at a rental registration and inspection program?

- *Greatest Challenge #7:* Housing policies have not consistently addressed housing stability and healthy housing, especially for people who rent
- *Community engagement:* a desire to proactively ensure **healthy, safe units** and maintain neighborhood **quality of life**



Registration

Annual Rental Property Registration

Items included:

- Identify property ownership
- Local contact info
- Types and locations of units
- Age of units
- Information about third-party inspections if applicable
- Self-attestation



Inspections

- Begin after first year of registration
- Internal rental inspection team
- Inspections every 5 years

Building Type	% Inspected
Single unit, Multi-unit 0-10 units	100%
Multi-unit, 11-100 units	10%
Multi-unit, 100+ units	5%

- Anticipated number of inspections annually: 3,829
 - Over five years covers 11,818 properties and 21,526 units and reinspections
 - Each inspector 5 daily x 47 weeks = 1,175 inspections annually
 - Based on current inspection timeframes, allowing for time off

	Jun-23	Q3 2023	Q4 2023	Q1 2024	Q2 2024	Q3 2024	Q4 2024	Q1 2025	Q2 2025
Hiring 1st Round: Prgm Coord, Engagement Splst, Rental Inspr Hiring 2nd Round: Mediation Specialist, Second Inspector Hiring 3rd Round: Inspectors									
Software Updates & Develop Program Rules & Regulations									
Education & Outreach: Complaint based system, registration, pro-active inspections									
Develop program evaluation metrics, data collection & anlysis	Set metrics								
Launch Registration Program & Enhanced Complaint Based System			Test & Adjust pilot area						
Launch Pro-Active Inspections; Update Fees								Test & Adjust pilot area	
Quarterly Reporting (Memo & Website)									
Council - Decision Points									
<i>#1 Part 2 of Start Up Appropriation</i>		#1							
<i>#2 Midpoint Check In WS</i>					#2				
<i># 3 2025/2026 BFO Offer: Formal approval of program</i>							#3		

Program Funding:

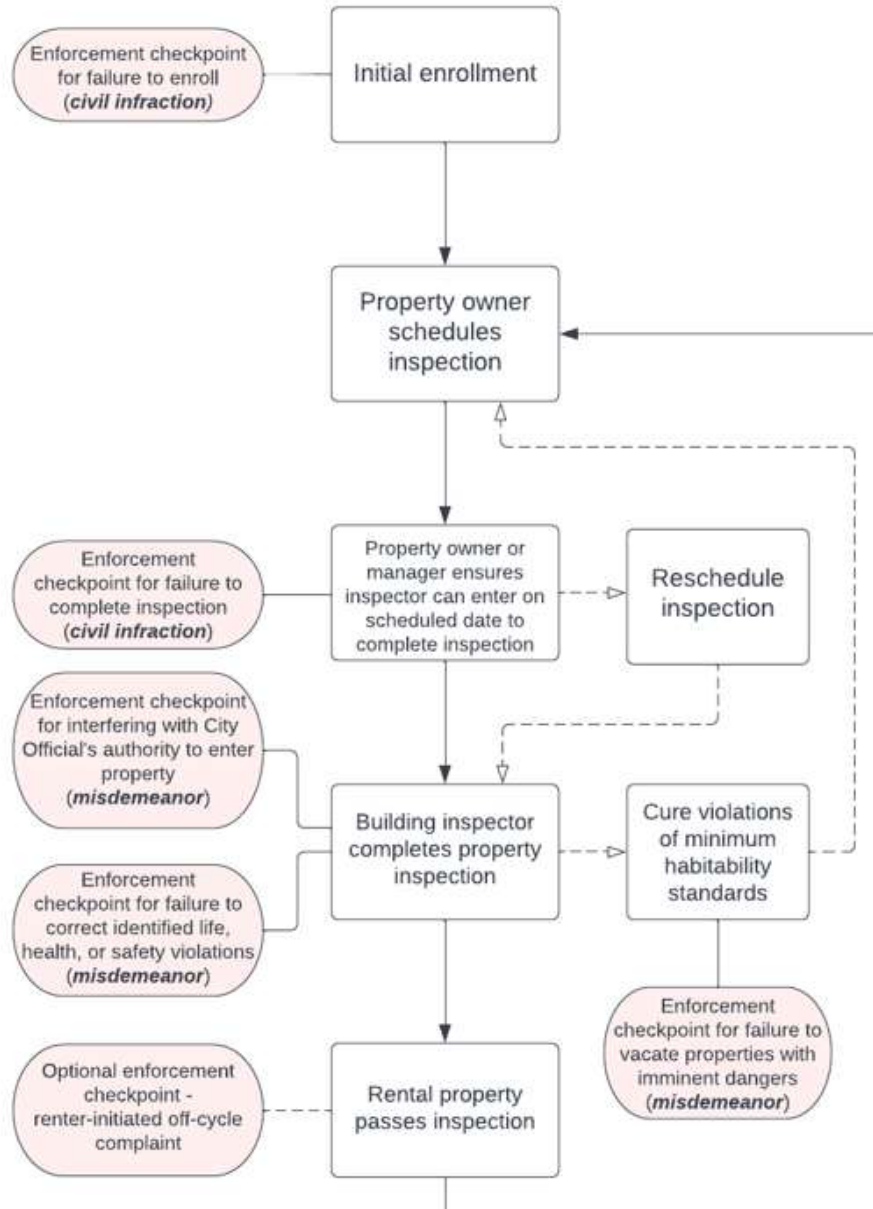
- Current model is a full fee recovery
- Upon Council direction the model could change to no fee or partial fee recovery.

City's Right to Entry to Inspect:

- Code does permit entry into a long-term rental for inspection purposes.
- If failure to comply, the city has the ability to obtain a warrant of inspection from the Municipal Court.
- Enforcement workflow is on the next slide.

Complaint-based Rental Inspections

- Staff are completing the groundwork to make this transition.
- Information on compliant-based inspections will be included in outreach and education efforts and materials.



Group

Engagement Activities Conducted

Renters, neighborhood groups, HOAs

Housing Strategic Plan engagement, 2020-2021
 Community Questionnaire, Aug. 2022
 Pop-up Engagement, Aug. 2022
 Rental Housing Taskforce

Landlords, realtors, property managers

Presentation to Northern CO Rental Housing Association, Feb. 2022
 Presentation to Board of Realtors, Feb. 2022 and Jan. 2023
 Rental Industry Questionnaire, Feb./March 2022
 Rental Housing Taskforce

City Departments

Convening of Rental Housing and Occupancy Core Team
 Conversations with IT, Building Services, Communications and Public Involvement Office, City Attorney's Office

Council

Ad Hoc Housing Committee discussion, Dec. 2020
 Rental Strategies Work Session, Oct. 2021
 Rental Strategies Work Session, Aug. 2022
 Council Finance Committee, Dec. 2022

Community Questionnaire

<i>Rental Strategies</i>	All Respondents		Renters		Homeowners		Landlords	
	Yes	No	Yes	No	Yes	No	Yes	No
Agree or disagree with the following statements:								
Should Fort Collins rental strategies stay as they are?	40%	60%	25%	75%	46%	54%	53%	47%
Require that all landlords obtain a license to rent property in the City	50%	40%	63%	21%	45%	48%	13%	78%
Require that all landlords register their rental properties with the City	56%	34%	69%	17%	52%	40%	21%	69%
Proactively inspect rental properties on a regular basis for health and safety violations	47%	37%	62%	20%	42%	44%	15%	72%
Inspect rental properties only when a complaint is filed	56%	26%	60%	22%	53%	28%	56%	23%

Rental Industry Questionnaire

- Potential costs were identified as a drawback to a licensing and inspection program, and most rental landlords/managers indicated they would pass costs on to tenants.
- Respondents indicated concern that the City was not clearly defining the problem and that rental registration/licensing was not an effective way to address the minority of units that might be substandard.
- Respondents preferred that inspections occur only if a complaint is received and that inspections focus narrowly on health and safety issues.
- Participants expressed a lack of trust with the City of Fort Collins. Specific concerns included that the City would move forward without further consideration from stakeholders, and that City lacked the ability and capacity to scale-up a pilot program for all rentals



Fees

- Utilizing a hybrid approach (75% property; 25%unit)
- Separating registration fee and inspection fee
 - Both will be paid annually for all units
 - Fees will be recalibrated after first year of registration to include inspections for properties that are not exempt

Hybrid (75% property/25% unit)	Per Property	Per Unit
Registration fee (paid by all properties)	\$37	\$10
Inspection fee (paid only by non-exempt properties)	To be determined	To be determined

Enforcement checkpoints

Voluntary compliance is the goal

Checkpoints:

- Failure to enroll/renew
- Failure to complete inspection
- Interfering with City Official's authority to enter
- Failure to correct identified life, health, and safety violations
- Failure to vacate properties with imminent dangers



Prior Council Work Sessions (October 2021, August 2022) covered:

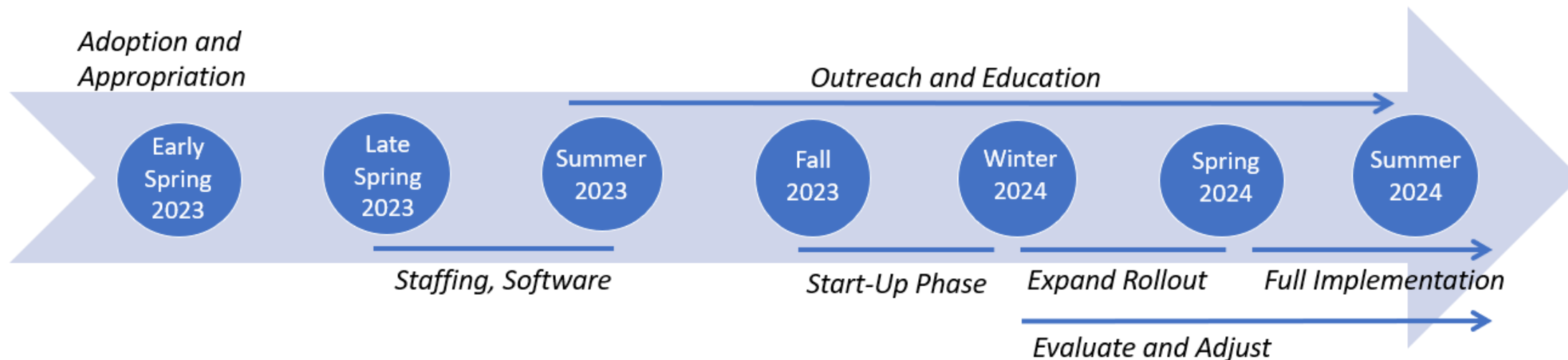
- Problem to be addressed
- Current Market Conditions
- Peer City data
- Best Practice Research
- Public Engagement from multiple stakeholders

August 2022 – staff directed to bring forward a rental housing program design that included proactive inspections.

January 2023 – staff directed to outline a registration option that would **not** include proactive inspections.

February 2023 – staff directed to bring forward a rental housing program design that included delayed proactive inspections.

What is the timeline for implementing a rental housing program?



- **What:** \$1,100,000 appropriation from the general fund
 - 2023 = \$421,583
 - 2024 = \$669,500

- **Why:** Initial outlay for a rental registration program with delayed proactive inspections to hire staff, purchase software, and fund program activities and engagement

- Program is designed to recover the full cost over the first five years of implementation – depending on the implementation timeline and revenue generation, partial costs of start-up will be recovered

- Over 40% of all housing in Fort Collins is renter-occupied

	Estimated # of homes*	Estimated % of all housing
Total (citywide)	87,863	100%
Owned Units	49,775	57%
Rental Units	38,088	43%
<i>Single-household, duplex, and townhome rentals</i>	14,419	16% <i>(38% of all rentals)</i>
<i>Multi-household, mixed-use or manufactured housing rentals</i>	23,669	27% <i>(62% of all rentals)</i>

**Note: This data is the best available information at present but should be interpreted as an estimate because of potential data gaps or lags in reporting property information.*

- Total Revenue per year: \$737,152
- Based on the assumptions of 12,496 properties @\$37 each and 27,480 units @\$10 each
- This exceeds the actual annual cost to be able to recoup some if not all of the start-up costs within the first five years of the program.
- Revenue generated by a percentage of enrollment before 1/1/2025:
 - 100% = \$737,152
 - 75% = \$552,864
 - 50% = \$368,576
 - 25% = \$184,288
- Staffing and program development should support beginning citywide registration by April 2024
- Accela development may impact timeline

Rental Housing fees fully cover costs upon full implementation. The fees cover appropriate program costs at the same time they leverage staffing for CDNS to be closer to overarching capacity needs.

First round of hiring (May with June start dates):

- 1 Program manager to ensure the program is fully developed and implemented.
- 1 Engagement Specialist to connect with key stakeholders, focusing on education and outreach
- 1 Admin/Tech that can focus on Accela software coordination and customer experience
- 1 Rental inspector to be available for program design and implementation while also taking over all complaint-based rental inspections. (allows current building inspector to stop doing rental inspections)

Additional staffing anticipated (likely 1st and 2nd qtr 2024):

- 1 Mediation/Public Engagement Specialist as requests for education on conflict management and/or mediation build (Current staffing will not be able to support a large increase in requests)
- 1 Rental inspector when requests exceed the workload capacity of the first inspector
- 1 Admin/Tech upon full implementation of registration program to support customer needs

	FTE	Per FTE Cost	2023 Estimate	2024 Estimate
Compensation				
Program Manager	1	\$90,000	\$54,000	\$90,000
Engagement Specialist	1	\$65,000	\$39,000	\$65,000
Admin/Tech	1	\$50,000	\$30,000	\$50,000
Med Specialist	1	\$65,000	\$16,250	\$65,000
Lead Bldg Inspector	1	\$80,000	\$48,000	\$80,000
Bldg Inspector	1	\$70,000	\$0	\$70,000
Bulding and Dev. Review Tech	1	\$60,000	\$0	\$60,000
Total Salaries	7		\$187,250	\$480,000
Benefits	0.25		\$46,813	\$120,000

One-Time Costs				
Software	1	\$75,000	\$75,000	\$0
Vehicle	2	\$30,000	\$60,000	\$0
Clothing	2	\$500	\$1,000	\$0
Boots	2	\$160	\$320	\$0
Tools	2	\$100	\$200	\$0
iPad	2	\$1,300	\$1,300	\$1,300
Laptop	5	\$1,500	\$4,500	\$3,000
Desktop Computer	2	\$500	\$500	\$500
Total One-Time Costs			\$142,820	\$4,800
Ongoing Annual				
Marketing		\$20,000	\$20,000	\$20,000
Translation	1	\$10,000	\$10,000	\$10,000
Postage	1	\$10,000	\$10,000	\$10,000
Phone	7	\$600	\$4,200	\$4,200
Clothing	2	\$250	\$500	\$500
Vehicle Maintenance and Fuel	2	\$10,000	\$20,000	\$20,000
Total Ongoing Annual Costs			\$44,700	\$64,700
Total Compensation/One-Time/Ongoing Costs			\$421,583	\$669,500
Total 2023-2024				\$1,091,083

Option 1: Registration + Improved Complaint-Based Inspections

- Registration of all rental properties
 - Self-attestation
 - Submit 3rd party inspections
- No proactive inspections
 - Improved education/outreach
 - Enhanced mediation services
- \$37/property and \$10/unit annually
- Inspections based on habitability and safety standards
- City staff conduct inspections only upon complaint
- Start-up costs \$1.1 million
- Staffing 7 FTE (decreased inspectors and added a mediation specialist)



Option 2: Registration with Delayed Proactive Inspections

- Registration of all rental properties
- Inspections every 5 years *unless*
 - Less than 10 years old
 - HUD inspected
 - Third-party inspection completed
- Fees and number of inspections recalibrated based on the first year
- Inspections based on habitability and safety standards
- City staff conduct inspections
- Complaint-based system still available
- Start-up costs \$1.1 million
- Staffing 7 FTE to start, then TBD (supported by program fees)



[This Photo](#) by Unknown Author is licensed under [CC BY-SA](#)

Option 3: Registration with Proactive Inspections

- Registration of all rental properties
- Inspections every 5 years *unless*
 - Less than 10 years old
 - HUD inspected
- \$53/property and \$19/unit annually
- Inspections based on habitability and safety standards
- City staff conduct inspections
- Complaint-based system still available
- Start-up costs \$1.6 million
- Staffing 8.5 FTE



[This Photo](#) by Unknown Author is licensed under [CC BY](#)

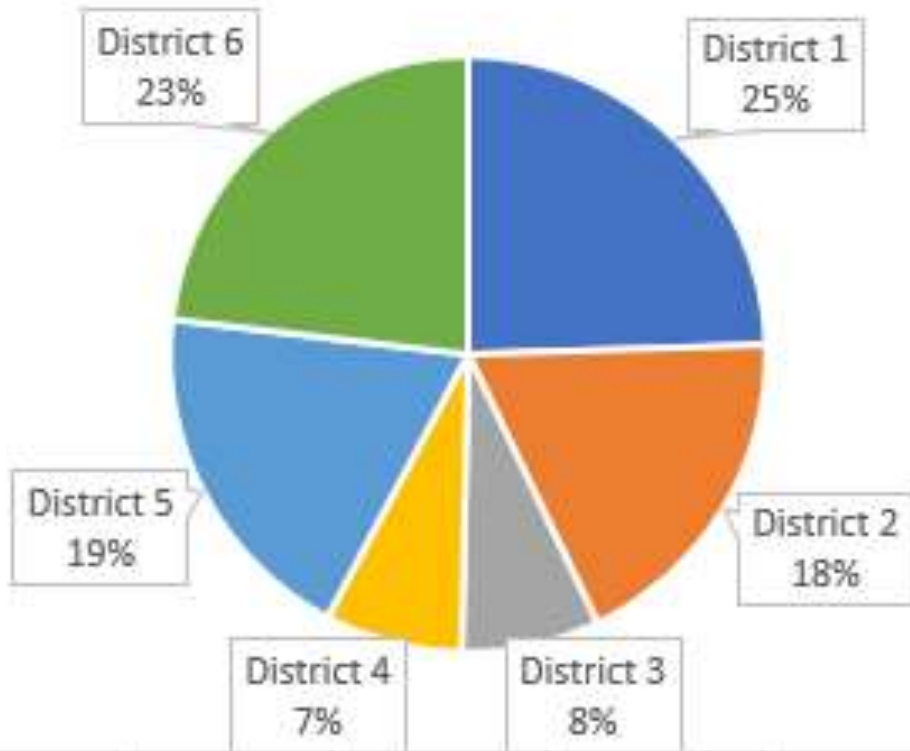
Start-up Budget Comparisons	Option 1 & 2	Option 3
Salaries and benefits 1. Manager, 2 Engagement, 2 Admin/Tech, 2 inspectors 3. Manager, 1 Engagement, 2 Admin/Tech, 4.5 inspectors	\$862,500	\$1,176,173
One-time costs <ul style="list-style-type: none"> Vehicles, software, computers, initial clothing & equipment, etc. 	\$147,120	\$223,380
Annual costs <ul style="list-style-type: none"> Marketing, postage, phones, vehicle maintenance and fuel, clothing, etc. 	\$97,500	\$147,550
TOTALS	\$1,107,120	\$1,547,103

	Rental Registration with Improved Complaint-Based Inspections (Option 1)	Rental Registration with Proactive Inspections (Options 2 and 3)
At its most effective:	<ul style="list-style-type: none"> - Complete database of rental housing - Incremental improvement of rental housing stock via improved complaint-based system - Improved tenant/landlord relationships via additional mediation - Reasonable per property and per unit fees - Costs of the program fully recovered by fees 	<ul style="list-style-type: none"> - Complete database of rental housing - Comprehensive improvement of all rental housing via proactive inspections - Equitable access to safe and healthy rental units - Reduced burden on renters to report issues - Provides marketable certification from the City that helps landlords/property owners attract tenants - Consistent approach via utilizing in-house inspectors - Reasonable per property and per unit fees - Costs of the program fully recovered by fees
At its least effective:	<ul style="list-style-type: none"> - Incomplete database of rental housing - Complaint-based inspections may not provide protections for all renters - Self-attestation may result in noncompliance, enforcement challenges and lower housing quality - Access to safe and healthy rental housing contingent on tenant power, resources, and knowledge to recognize and report concerns - Annual fee analysis could result in a need to increase program fees to cover costs - Noncompliance could limit program effectiveness 	<ul style="list-style-type: none"> - Incomplete database of rental housing - May displace renters in cases of serious concerns - May result in cost burdens for tenants (via increased rents) and/or for landlords if expensive repairs required - High costs could result in landlords exiting the market - Annual fee analysis could result in a need to increase program fees to cover costs - Noncompliance could limit program effectiveness

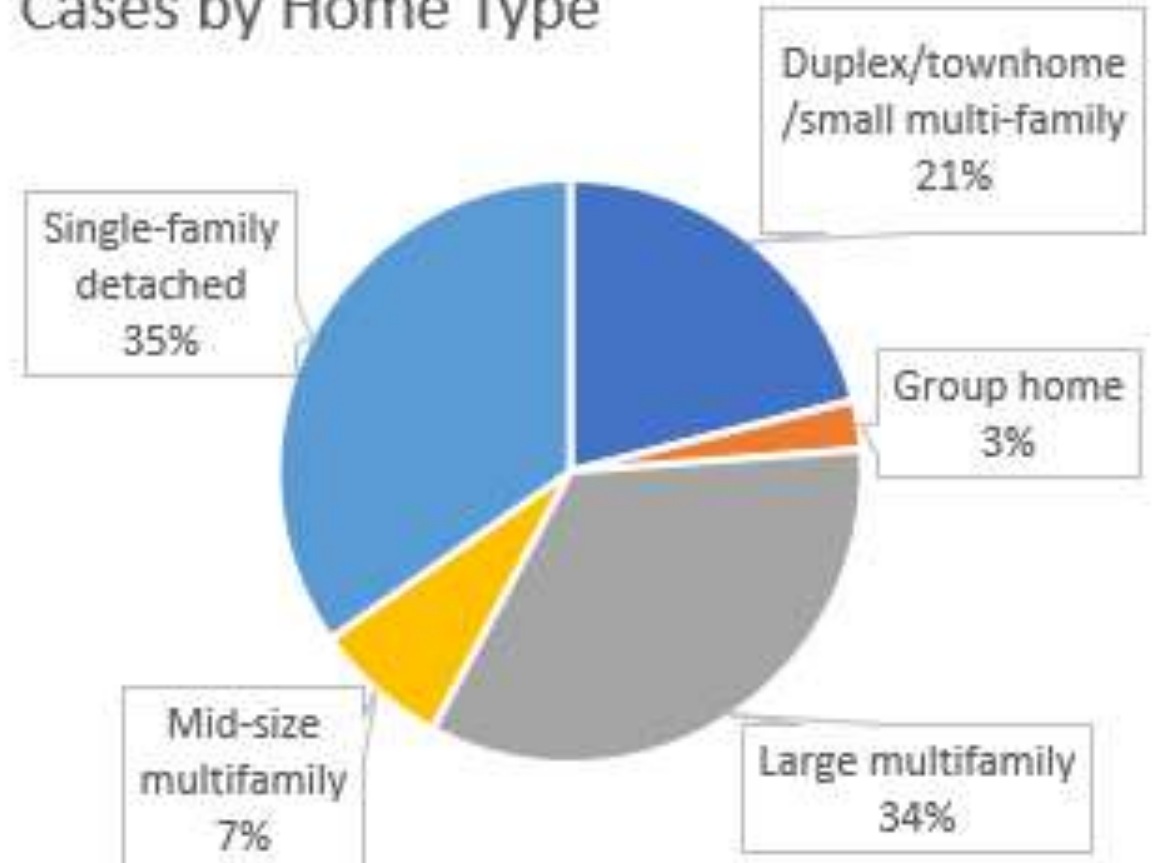
	Option 1: Registration + Complaint-Based Inspections	Option 2: Registration + Delayed Proactive Inspections	Option 3: Registration + Proactive Inspections
Registration	All rental properties Local contact/owner info Self-attestation Submit 3 rd party inspections	Same as Option 1	Same as Option 1
Inspections	Complaint-based only	Complaint-based only in Year 1, then every 5 years	Every 5 years
Exceptions	N/A (no proactive inspections required)	<ul style="list-style-type: none"> • Less than 10 years old • HUD inspected • Third-party inspected 	<ul style="list-style-type: none"> • Less than 10 years old • HUD inspected
Fees	\$37 per Property \$10 per Unit	Same as Option 1, TBD when inspections added	\$53 per Property \$19 per Unit
Staffing	7	7, TBD when inspections added	8.5
Start-up Cost	\$1.1 million	\$1.1 million	\$1.6 million

Current complaint-based rental inspections – ALL DATA

Cases by Council District



Cases by Home Type



Community task force was formed to support deeper exploration of strategies related to rental housing and occupancy and bring recommendations forward for staff and Council consideration.

- 76 applicants for 20 spots
- Selection process sought to include perspectives of landlords, property managers, renters, and others
- Third-party neutral facilitator
- 10 meetings, March-August 2022



Affiliations Shared

Renter

- Currently renting
- Single parent
- Experienced homelessness
- Affordable housing tenant
- Seeking homeownership
- Parent of renters
- Former CSU student

Industry representative

- Realtor
- Large landlord
- Small landlord
- Real estate appraiser
- Contractor
- Property manager
- Former housing authority employee

Other

- Non-profit executive
- Immigrant to US
- HOA Board representative
- Fifth generation Fort Collins resident
- CSU off-campus life

Note: Task Force members shared multiple perspectives and affiliations.

- Over 40% of all housing in Fort Collins is renter-occupied

	Estimated # of homes*	Estimated % of all housing
Total (citywide)	87,863	100%
Owned Units	49,775	57%
Rental Units	38,088	43%
<i>Single-household, duplex, and townhome rentals</i>	14,419	16% <i>(38% of all rentals)</i>
<i>Multi-household, mixed-use or manufactured housing rentals</i>	23,669	27% <i>(62% of all rentals)</i>

**Note: This data is the best available information at present but should be interpreted as an estimate because of potential data gaps or lags in reporting property information.*

Rental Housing Taskforce Recommendations:

- Implement a mandatory rental registration program
 - Continue complaint-based rental inspections, focus on habitability
 - No proactive inspection of units
 - Nominal fee

Best Practices from peer cities research (40+ cities, 22 in Colorado):

- Implement a mandatory rental licensing program that includes:
 - Proactive inspection of units
 - A fee structure designed to cover program costs
 - Training for staff, landlords, and tenants
 - Involve landlords and tenants in program design and implementation



AGENDA ITEM SUMMARY

City Council

STAFF

Anissa Hollingshead, City Clerk

SUBJECT

Items Relating to the Repeal and Reenactment of Certain Ordinances.

EXECUTIVE SUMMARY

A. Second Reading of Ordinance No. 060, 2023, Repealing Ordinance No. 026, 2023, and Appropriating Philanthropic Revenue Received Through City Give for The Gardens on Spring Creek for General Operations as Designated by the Donor.

B. Second Reading of Ordinance No. 061, 2023, Repealing Ordinance No. 031, 2023, and Appropriating Prior Year Reserves for a Capital Contribution of \$1,000,000 for Construction of a New Public Terminal Facility at the Northern Colorado Regional Airport.

Due to a publication error, staff requests Council repeal and reenact each Ordinance as they were adopted on March 7, 2023. These Ordinances were placed on discussion because the votes adopting these items originally were not unanimous.

Ordinance No. 060, 2023 was adopted by a unanimous vote on April 4, 2023.

Ordinance No. 061, 2023 was adopted by a vote of 5-2 (Nays: Francis and Ohlson)

STAFF RECOMMENDATION

Staff Recommends adoption of the Ordinances on Second Reading.

BACKGROUND / DISCUSSION

Following the March 7, 2023, City Council Meeting, an error occurred with the required publication of ordinances adopted on first and second reading in the Coloradoan. The City Charter requires in Article II, Section 7, that every ordinance be published in full on the City website and by number and title in a newspaper of general circulation both at least seven days prior to its final passage and within seven days after its final passage. While all ordinances were published in full on the City website, there was no publication in the Coloradoan.

The Charter provides no mechanism to correct this sort of omission. Therefore, in order to ensure the ordinances adopted on second reading on March 7 are fully perfected, it is necessary to repeal the original ordinances and reenact that content in two readings of new ordinances. This is a purely procedural action.

Item 14.

These two ordinances are being presented on the discussion agenda to allow Councilmembers to vote in the manner in which they did upon their original adoption.

CITY FINANCIAL IMPACTS

N/A

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

N/A

PUBLIC OUTREACH

N/A

ATTACHMENTS

1. Ordinance A for Consideration
2. Ordinance B for Consideration

ORDINANCE NO. 060, 2023
OF THE COUNCIL OF THE CITY OF FORT COLLINS
REPEALING ORDINANCE NO. 026, 2023, AND APPROPRIATING PHILANTHROPIC
REVENUE RECEIVED THROUGH CITY GIVE FOR THE GARDENS ON SPRING CREEK
FOR GENERAL OPERATIONS AS DESIGNATED BY THE DONOR

WHEREAS, Nutrien has generously donated \$100,000 to the City of Fort Collins to support The Gardens on Spring Creek (“The Gardens”); and

WHEREAS, the \$100,000 donation is designated for exterior capital improvements of the Outdoor Teaching Kitchen at The Gardens; and

WHEREAS, Nutrien’s generosity will be acknowledged onsite at The Gardens via terms and details outlined in a Gift Agreement per City Give policy; and

WHEREAS, this appropriation benefits public health, safety and welfare of the citizens of Fort Collins and serves the public purpose of improving a public cultural facility; and

WHEREAS, 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; and

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

WHEREAS, the Council adopted Ordinance No. 026, 2023 (“Ordinance No. 026”) to make this appropriation, but Ordinance No. 026 was not published after adoption as required by the City Charter; and

WHEREAS, it is necessary that the Council repeal Ordinance No. 026 and adopt this Ordinance to make the appropriation effective.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That there is hereby appropriated from new philanthropic revenue in the Cultural Services and Facilities Fund the sum of ONE HUNDRED THOUSAND DOLLARS

(\$100,000) to be expended in the Cultural Services and Facilities Fund by The Gardens on Spring Creek for general operations of The Gardens on Spring Creek.

Section 3. Ordinance No. 026, 2023, is hereby repealed.

Introduced, considered favorably on first reading and ordered published this 4th day of April, 2023, and to be presented for final passage on the 18th day of April, 2023.

Mayor

ATTEST:

City Clerk

Passed and adopted on final reading this 18th day of April, 2023.

Mayor

ATTEST:

City Clerk

ORDINANCE NO. 061, 2023
OF THE COUNCIL OF THE CITY OF FORT COLLINS
REPEALING ORDINANCE NO. 031, 2023, AND APPROPRIATING PRIOR YEAR
RESERVES FOR A CAPITAL CONTRIBUTION OF \$1,000,000 FOR
CONSTRUCTION OF A NEW PUBLIC TERMINAL FACILITY AT THE
NORTHERN COLORADO REGIONAL AIRPORT

WHEREAS, the City of Fort Collins (the “City”) and the City of Loveland (“Loveland”) jointly own the Northern Colorado Regional Airport (the “Airport”); and

WHEREAS, the Airport is currently undertaking a project to construct a new public terminal facility (the “Project”) for the purpose of growing multi-modal transportation, charters, and future airline services; and

WHEREAS, the Project is estimated to have a total cost \$25,000,000, with \$21,000,000 from federal funding, of which \$1,590,000 is contingent upon a local match of \$175,000; and

WHEREAS, the Project is dependent upon a local contribution obligation of \$4,000,000, of which \$2,000,000 will come from the Airport’s capital reserves and \$1,000,000 is proposed to be contributed each by the City and Loveland; and

WHEREAS, City Council’s Finance Committee recommended that City staff collaborate with Airport staff to develop a series of performance indicators for the Project; and

WHEREAS, City staff has identified the following performance indicators: (i) no later than March 31, 2025, the Project shall achieve LEED Silver building certification; the Project shall include a public art commitment at 1% of non-federal funding contributions to the Project; and the carbon footprint of the building shall be no greater than 198 metric tons of carbon dioxide equivalent; and enhanced accessibility to the building will be provided; and (ii) by year-end 2028, the Airport shall achieve no less than 33,000 bus or air passengers annually that directly utilize the new terminal facility (collectively, the “Performance Indicators”); and

WHEREAS, this Ordinance directs the City Manager to negotiate and execute an intergovernmental agreement with Loveland for this capital contribution that addresses the Performance Indicators, but leaves to the City Manager the discretion as to how they will be addressed in the intergovernmental agreement with the goal being the timely funding of the Project; and

WHEREAS, in addition to appropriating the identified funds, this Ordinance is intended to provide a public position of support for the Project to allow for the release of federal funding; and

WHEREAS, this appropriation benefits the public health, safety and welfare of the residents of Fort Collins and serves the public purpose of providing funding for the construction of a new public terminal facility at the Airport with the intent of growing multi-modal transportation, charters, and future airline services that Fort Collins residents will be able to access; and

WHEREAS, 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 such funds for expenditure as may be available from reserves accumulated in prior years, notwithstanding that such reserves were not previously appropriated; and

WHEREAS, 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; and

WHEREAS, the City Council adopted Ordinance No. 031, 2023 (“Ordinance No. 031”) to appropriate the prior year reserves described herein, but Ordinance No. 031 was not published after adoption as required by the City Charter; and

WHEREAS, it is necessary that the City Council repeal Ordinance No. 031 and adopt this Ordinance to make the appropriation again; and

WHEREAS, the City has taken no action on the appropriation or related agreement under Ordinance No. 031.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That there is hereby appropriated from prior year reserves in the General Fund the sum of ONE MILLION DOLLARS (\$1,000,000) to be expended in the General Fund for a capital contribution for the Project, the construction of a new public terminal facility at the Northern Colorado Regional Airport.

Section 3. That the City Manager is directed to negotiate an intergovernmental agreement with Loveland for this capital contribution and is authorized to enter into and sign it on the City’s behalf. The City Manager is further authorized to enter into the agreement on such terms and conditions concerning the Performance Indicators as the City Manager determines are in the best interest of the City for the timely funding of the Project.

Section 4. Ordinance No. 031, 2023, is hereby repealed.

Introduced, considered favorably on first reading, and ordered published this 4th day of April, 2023, and to be presented for final passage on the 18th day of April, 2023.

Mayor

ATTEST:

City Clerk

Passed and adopted on final reading on the 18th day of April, 2023.

Mayor

ATTEST:

City Clerk