

Fort Collins City Council Agenda

Regular Meeting

6:00 p.m., **Monday**, November 4, 2024

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

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

NOTICE:

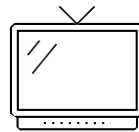
Regular meetings of the City Council are held on the 1st and 3rd Tuesdays of each month in the City Council Chambers. Meetings are conducted in a hybrid format, with a Zoom webinar in addition to the in-person meeting in Council Chambers.

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

How to view this Meeting:



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



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



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



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

Upon request, the City of Fort Collins will provide language access services for English Language Learners, 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

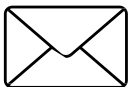
Meeting ID: 982 4141 6497

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

November 4, 2024 at 6:00 PM

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

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

Carrie Daggett
City Attorney

Kelly DiMartino
City Manager

Delynn Coldiron
City Clerk

PROCLAMATIONS & PRESENTATIONS 5:00 PM

A) PROCLAMATIONS AND PRESENTATIONS

None scheduled.

REGULAR MEETING

MONDAY, NOVEMBER 4, 2024 AT 6:00 PM

B) CALL MEETING TO ORDER

C) PLEDGE OF ALLEGIANCE

D) ROLL CALL

E) CITY MANAGER'S AGENDA REVIEW

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

F) COMMUNITY REPORTS - None.

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

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

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

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

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

H) PUBLIC COMMENT FOLLOW-UP

I) COUNCILMEMBER REMOVAL OF ITEMS FROM CONSENT CALENDAR FOR DISCUSSION

CONSENT CALENDAR

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

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

1. Consideration and Approval of the Minutes of the October 1, 2024 and October 15, 2024, Regular Meetings.

The purpose of this item is to approve the minutes of the October 1, 2024 and October 15, 2024, regular meetings.

2. Second Reading of Ordinance No. 142, 2024, Appropriating Philanthropic Revenue Received by City Give in 2024 and Prior Year Reserves for Various Programs and Services as Designated by the Donors.

This Ordinance, unanimously adopted on First Reading on October 15, 2024, appropriates \$53,890 in philanthropic revenue received by City Give. These miscellaneous gifts to various City

departments support a variety of programs and services and are aligned with both the City's strategic priorities and the respective donors' designation.

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

3. Second Reading of Ordinance No. 143, 2024, Making Supplemental Appropriations and Authorizing Transfers of Appropriations for Various Transit Services Grants and Revenue.

This Ordinance, unanimously adopted on First Reading on October 15, 2024, appropriates grant revenue and the corresponding local match for Transfort.

4. Second Reading of Ordinance No. 144, 2024, Making a Supplemental Appropriation of Grant Funds from the Edward Byrne Memorial Justice Grant Program for Fort Collins Police Services.

This Ordinance, unanimously adopted on First Reading on October 15, 2024, supports Fort Collins Police Services in work performed as a member of the Northern Colorado Drug Task Force.

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

Larimer County applied for and was awarded \$50,647 through the Edward Byrne Memorial Justice Assistance Grant (JAG) program in support of operating the Northern Colorado Drug Task Force (Attachment 3). The City of Fort Collins, City of Loveland and Larimer County entered an intergovernmental agreement (Attachment 2), demonstrating the allocation of the \$50,647 awarded under JAG in support of the Northern Colorado Drug Task Force. Fort Collins Police Services received \$15,807 to support personnel costs and other operating costs directly attributed to the Northern Colorado Drug Task Force.

5. Second Reading of Ordinance No. 145, 2024, Making Supplemental Appropriations for Projects Funded Through the Safe Streets and Roads for All Grant Program.

This Ordinance, unanimously adopted on First Reading on October 15, 2024, supports FC Moves in expanding on the City's current Active Modes Plan and Vision Zero Plan, specifically through a:

- Bikeway study that serves to identify specific safety concerns and potential countermeasures, and to understand feasibility and network impacts of lane reductions on the arterial network.
- Demonstration activity that tests the effectiveness of temporary vertical protection along Centre Avenue, between Centre Drive/Bay Drive and Worthington Circle, to inform future projects citywide.

FC Moves in collaboration with Traffic Operations, Engineering, and Streets applied to the Federal Highway Administration's Fiscal Year 2023 (FY23) Safe Streets and Roads for All (SS4A) grant program, seeking funds in support of the bikeway study that includes (1) public and stakeholder engagement to understand barriers to active transportation on the corridors bounded by College Avenue, Horsetooth Road, Overland Trail and Laporte Avenue; (2) corridor safety audits to identify crash patterns and infrastructure that reduce the risk of bike and pedestrian crashes; and (3) data analysis and countermeasure selection. In addition, funds in support of the demonstration activity that include installation of temporary flexible posts and curbing along Centre Avenue, and associated data collection were requested under the FY23 SS4A grant program.

In support of funding the required 20% match under the FY23 SS4A grant program, FC Moves requested matching funds under the Colorado Department of Local Affairs Local Match (LOMA) grant program.

Both the Federal Highway Administration and Colorado Department of Local Affairs (DOLA) responded favorably to the requests for funds, with \$964,480 being awarded under the FY23 SS4A grant program and \$241,120 being awarded under DOLA's LOMA grant program. Total project costs for both the bike study and demonstration activity, totaling \$1,205,600, are funded in full through these grant awards from the FY23 SS4A grant program and DOLA's LOMA grant program.

The Resolution for consideration will authorize the Mayor to sign the Intergovernmental Agreement (IGA) with the Federal Highway Administration to receive grant funding to support the bike study and the demonstration activity.

As demonstrated by the LOMA grant agreement (Attachment 3) by accepting the LOMA funding from DOLA, the City agrees to all terms and conditions, including use of the \$241,120 as non-federal match to the FY23 SS4A grant.

The Ordinance for consideration will appropriate the \$964,480 in federal funds from the FY23 SS4A grant program and \$241,120 in state funds from the LOMA grant program.

6. Second Reading of Ordinance No. 146, 2024, Making a Supplemental Appropriation of Colorado Division of Criminal Justice Grant Revenues for Various Restorative Justice Services Programs.

This Ordinance, unanimously adopted on First Reading on October 15, 2024, appropriates grant revenue to fund Restorative Justice programs within Community Development and Neighborhood Services ("CDNS"). Additional grant funds in the amount of \$13,000 have been awarded from the Colorado Division of Criminal Justice ("DCJ") Juvenile Diversion fund for the continued operation of City Restorative Justice programs, including RESTORE for shoplifting offenses and Restorative Justice Conferencing for other offenses. The grant funds are in addition to a grant awarded to Restorative Justice Services earlier this year from DCJ in the amount of \$40,428, for a total award of \$53,428. The first \$40,428 award was included in the Annual Adjustment Ordinance No. 134, 2024, was passed on Second Reading on October 1, 2024. No match is required and the grant period is July 1, 2024, to June 30, 2025.

7. Second Reading of Ordinance No. 147, 2024, Making a Supplemental Appropriation in the 2050 Tax Parks Rec Transit OCF Fund for Evaluation of the Inflation Reduction Act Tax Credits.

This Ordinance, unanimously adopted on First Reading on October 15, 2024, appropriates \$100,000 from 2050 tax revenue to contract with external consultants to evaluate the cost/benefit of the City pursuing Inflation Reduction Act (IRA) tax credits.

8. Second Reading of Ordinance No. 148, 2024, Updating Section 4-142 of the Code of the City of Fort Collins Regarding Sterilization of Adopted Animals to Align with State Law.

This Ordinance, unanimously adopted on First Reading on October 15, 2024, updates the local Fort Collins Animal Code to align with Colorado Revised Statutes (C.R.S.) Section 35-80-106.4.

9. Second Reading of Ordinance No. 149, 2024, Approving an Amended and Restated Ground Lease Agreement Between the Cities of Loveland and Fort Collins and Discovery Air, LLC, for Property at the Northern Colorado Regional Airport.

This Ordinance, unanimously adopted on First Reading on October 15, 2024, approves an amended and restated ground lease between the City of Fort Collins, the City of Loveland, and Discovery Air LLC at the Northern Colorado Regional Airport. The parties have an existing ground lease agreement with Discovery Air, LLC, at the Northern Colorado Regional Airport. The parties desire to amend and restate the lease substantially similar to the form attached hereto. Approval of the Amended and Restated Ground Lease between the cities of Loveland and Fort Collins (the "Agreement") is reserved to the City Councils because there are non-standard lease terms in the Agreement.

10. Second Reading of Ordinance No. 150, 2024, Authorizing the Advertisement and Future Sale of the Real Property Located at 945 East Prospect Road.

This Ordinance, unanimously adopted on First Reading on October 15, 2024, authorizes the advertisement and future sale of the City-owned property located at 945 East Prospect Road (the "Property"). The Property was originally acquired by the City's Engineering Department for roadway widening purposes, and the City will exclude from the sale of the Property approximately 1540 square feet, being the area necessary to construct the future road improvement project (the "Reserved ROW").

11. Items Relating to Water Supply Requirement Fee and the Excess Water Use Surcharge, and Pre-1984 Nonresidential Annual Allotments.

A. Second Reading of Ordinance No. 151, 2024, Amending Chapter 26 of the Code of the City of Fort Collins to Review Miscellaneous Water Fees and Charges, Including the Water Supply Requirement Fee and Excess Water Use Surcharge.

B. Second Reading of Ordinance No. 152, 2024, Amending Chapter 26 of the Code of the City of Fort Collins Regarding Annual Water Allotments for Nonresidential Water Services.

This Ordinance, unanimously adopted on First Reading on October 15, 2024, seeks approval for both the adjustments to the Water Supply Requirement (WSR) fee amount and methodology and assignment of allotments to pre-1984 nonresidential accounts.

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

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

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

The purpose of this item is to set the Downtown Development Authority ("DDA") Budget.

The following amounts will be appropriated:

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

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

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

The purpose of this item is to request an appropriation of \$36,605.83 in philanthropic revenue received by City Give. These miscellaneous gifts to various City departments support a variety of programs and services and are aligned with both the City's strategic priorities and the respective donors' designation.

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

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

The purpose of this item is to appropriate prior year reserves to cover snow removal costs that have exceeded the 2024 budget. Overspend in the snow budget is driven by severe snowstorms that present unanticipated cold temperatures, ice, and higher volumes of snow.

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

The purpose of this item is to transfer grant revenue and the corresponding local match for Transfort into the Capital Projects fund and to clarify the use of funds.

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

The purpose of this item is to appropriate \$2,000,000 in prior year reserves in the Natural Areas Fund. These appropriations are for additional land conservation, for the Natural Areas Department.

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

The purpose of this item is to consider an appropriation of \$3,180,000 to execute the potential land acquisition as defined in the approved Intergovernmental Agreement with Poudre School District and Poudre Libraries related to the construction of a new Southeast Community Center.

19. Items Relating to the Fort Collins Traffic Code Regarding Parking of Certain Vehicles.

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

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

The purpose of this item is to expand the scope of Fort Collins Traffic Code (FCTC) Section 1214 to allow for City-wide enforcement. Currently FCTC Section 1214 is only enforceable in certain designated residential zones. Additionally, this item will also ensure the language in FCTC Section 2002 is consistent across both sections.

20. First Reading of Ordinance No. 162, 2024, Adopting the 2025 Classified Employee Pay Plan.

The purpose of this item is to recommend the 2025 City Classified Employee Pay Plan. Classified jobs are grouped according to job functions, a business practice commonly used by both the public and private sectors. Pay ranges are developed by career group (management, professional, administrative, operations and trades) and level for each job function. The result of this work is a City Classified Employee Pay Plan which sets the minimum, midpoint, and maximum pay ranges for the level within each career group and function. Actual employee pay increases are awarded through a separate administrative process in accordance with the budgeted amount approved by Council.

21. Resolution 2024-127 Supporting a Grant Application for Peace Officers Behavioral Health Support Funding for Fort Collins Police Services.

The purpose of this item is to obtain support to apply for grant funds for the Police Services' Office of Human Services.

22. Resolution 2024-128 Adopting the City's 2025-2026 Legislative Policy Agenda.

The purpose of this item is to consider the City's 2025-2026 Legislative Policy Agenda. Each year the Legislative Review Committee develops a legislative agenda to assist in the formation, analysis, and advocacy of pending legislation and regulation. The Legislative Policy Agenda is used as a guide by Council and staff to determine positions on legislation and regulation under consideration at the state and federal levels and as a general reference for state legislators and the City's congressional delegation.

Creating a 2-year policy agenda is intended to better align with the state representative terms and selection of Legislative Review Committee members.

23. Resolution 2024-129 Authorizing the Execution of an Intergovernmental Agreement Between the City of Fort Collins and the Colorado Department of Transportation for Funding of Transfort FLEX Service.

The purpose of this item is to authorize the City Manager to execute an Intergovernmental Agreement (the "IGA") with the Colorado Department of Transportation ("CDOT"). This IGA will result in the receipt by Transfort of \$300,000 in grant funds through the Statewide Competitive Pool of the FASTER ("Funding Advancement for Surface Transportation and Economic Recovery Act of 2009") Transit program for fiscal year ("FY") 2024.

24. Resolution 2024-130 Adopting Findings of Fact in Support of the City Council’s Decision on Appeal to Uphold the Hearing Officer Approval of the Sanctuary on the Green Project Development Plan PDP2100018.

The purpose of this item is to make findings of fact and conclusions regarding Council’s decision at the October 15, 2024, Sanctuary on the Green Project Development Plan appeal hearing, concluding the Hearing Officer: 1) held a fair hearing, and 2) properly interpreted and applied the Code provisions and subarea plan related to the project, and thereby upholding the Hearing Officer’s approval of the Sanctuary on the Green Project Development Plan.

25. Resolution 2024-131 Approving an Intergovernmental Agreement Between the City of Fort Collins and Larimer County to Expand NOCOBiz Connect Across Larimer County.

The purpose of this item is to approve an Intergovernmental Agreement (the “Agreement”) that allows the City of Fort Collins and Larimer County to collaboratively offer a sustainable business program.

The City funded the development of a new sustainable business program in the 2023-2024 budget cycle. Funding was used to establish a free, voluntary, and regional sustainable business program called NOCOBiz Connect (NBC). From 2009-2019 ClimateWise filled this role. However, in 2021-2022 an in-depth engagement process led to the reimagining, redevelopment and modernization of ClimateWise.

NBC is open to every business in Fort Collins. It educates businesses about sustainable business practices, provides personalized resource navigation services and recognizes businesses for their sustainability efforts. The program is administered through local contractor, Monarca Group. NBC was designed from the start to establish a regional presence, and the Agreement formalizes its first regional funding and operational partnership.

The Agreement will create a City-County partnership, allowing Larimer County access to the NBC administrative platform. This will let businesses outside of Fort Collins but within Larimer County join the growing NBC network. NBC will be a single, consistent presence in our region for businesses interested in sustainable business programming.

END OF CONSENT CALENDAR

J) ADOPTION OF CONSENT CALENDAR

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

L) STAFF REPORTS - None.

M) COUNCILMEMBER REPORTS

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

O) CONSIDERATION OF ITEMS PLANNED FOR DISCUSSION

The method of debate for discussion items is as follows:

- Mayor introduced the item number and subject; asks if formal presentation will be made by staff
- Staff presentation (optional)

- Mayor requests public comment on the item (three minute limit for each person)
- Council questions of staff on the item
- Council motion on the item
- Council discussion
- Final Council comments
- Council vote on the item

Note: Time limits for individual agenda items may be revised, at the discretion of the Mayor, to ensure all have an opportunity to speak. The timer will buzz when there are 30 seconds left and the light will turn yellow. It will buzz again at the end of the speaker's time.

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

The purpose of this item is to present the Annual Appropriation and Budget Ordinance for First Reading. This Ordinance sets the City Budget for the two-year period (2025-2026) which becomes the City's financial plan for the next two fiscal years. This Ordinance sets the amount of \$893,553,000 to be appropriated for fiscal year 2025. However, this appropriated amount does not include what is being budgeted and appropriated by separate Council/Board of Director actions to adopt the 2025 budget for the General Improvement District (GID) No. 1 of \$319,731, the 2025 budget for General Improvement District (GID) No. 15 (Skyview) of \$1,000, the Urban Renewal Authority (URA) 2025 budget of \$5,185,096 and the Downtown Development Authority 2025 budget of \$31,622,757. This results in the City-related total operating appropriation of \$930,681,584 in 2025.

Also included for Council consideration are two possible amendments.

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

27. Items Relating to 2025 Utility Rates and Programs.

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

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

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

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

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

The purpose of this item is to propose 2025 Utility Rates for Council consideration, which align with the 2025 City Manager's Recommended Budget. Monthly utility rates are proposed to increase 6.5% for electric customers, 7% for water customers, 6% for wastewater customers, and 6% for stormwater customers. Two utility programs are proposed to be eliminated at the end of

2024, including the Renewable Energy Source (Green Energy) Program and the Medical Assistance Program (MAP).

P) RESUMED PUBLIC COMMENT (if applicable)

Q) OTHER BUSINESS

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

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

R) ADJOURNMENT

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

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

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File Attachments for Item:

1. Consideration and Approval of the Minutes of the October 1, 2024 and October 15, 2024, Regular Meetings.

The purpose of this item is to approve the minutes of the October 1, 2024 and October 15, 2024, regular meetings.

October 1, 2024



AGENDA ITEM SUMMARY

City Council

STAFF

Delynn Coldiron, City Clerk

SUBJECT

Consideration and Approval of the Minutes of the October 1, 2024 and October 15, 2024, Regular Meetings.

EXECUTIVE SUMMARY

The purpose of this item is to approve the minutes of the October 1, 2024 and October 15, 2024, regular meetings.

STAFF RECOMMENDATION

Staff recommends approval of the minutes.

ATTACHMENTS

1. Draft Minutes, October 1, 2024
2. Draft Minutes, October 15, 2024

COUNCIL OF THE CITY OF FORT COLLINS, COLORADO

Council-Manager Form of Government

Regular Meeting – 6:00 PM

**PROCLAMATIONS AND PRESENTATIONS
5:00 PM**

A) PROCLAMATIONS AND PRESENTATIONS

- PP 1. **Declaring October 9th as The Hand That Feeds Day.**
- PP 2. **Declaring October as Fire Prevention Week.**
- PP 3. **Declaring October as Conflict Resolution Month.**
- PP 4. **Declaring National Disability Employment Awareness Month**

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

**REGULAR MEETING
6:00 PM**

B) CALL MEETING TO ORDER

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

C) PLEDGE OF ALLEGIANCE

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

D) ROLL CALL

PRESENT

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

ABSENT

Councilmember Tricia Canonico

STAFF PRESENT

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

E) CITY MANAGER'S AGENDA REVIEW

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

- All items on the consent agenda were recommended for approval with no changes.
- The items on the discussion agenda were reviewed.
- Second public hearing on the 2025-26 recommended budget.
- Appeal hearing for the College and Trilby Multi-Family development.
- Spanish interpretation available.

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.)

Joe Rowan discussed water supply requirements and the Halligan Dam cost.

Alan Braslau read recommendations from an Energy Board memo recently sent to Council regarding the Platte River Power Authority's (PRPA) Integrated Resource Plan and urged Council to support them.

Kimberly Connor provided a power point presentation related to issues in Gaza and urged Council to support a ceasefire resolution.

Kevin Cross urged Council to support the Energy Board's memo recommendations, including a third-party review of PRPA's Integrated Resource Plan.

Susan McFaddin urged Council to support the Energy Board's memo recommendations, including a third-party review of PRPA's Integrated Resource Plan. McFaddin also commented on air quality issues and related health concerns.

Gary Nation shared concerns about tree limbs encroaching on sidewalks at the Courtney Park Apartments and commented on traffic noise on East Harmony Road.

Michele Pullaro shared concerns about homeless individuals outside of her business in Old Town and stated the Public Nuisance Ordinance needs to be enforced or another solution needs to be found.

Linda Hall stated she had developed an economic development plan related to the Hughes Stadium site and discussed its components, including a wild horse management plan. She requested a work session to discuss the information with Council.

August-Carter Nelson discussed the situation in Gaza and urged Council to support a ceasefire resolution.

Christopher Diley spoke about the negative experiences he has had related to marijuana use.

Rick Casey urged Council to support a third-party review of PRPA's Integrated Resource Plan.

H) PUBLIC COMMENT FOLLOW-UP

Councilmember Pignataro requested follow-up regarding the tree limb concerns shared by Gary Nation. City Manager DiMartino replied there has been some back and forth regarding what trees were on public property and what trees were on private property; however, notice was given to the property owners today giving them 14 days to come into compliance.

Councilmember Potyondy requested details on how people can provide feedback on the Hughes Stadium site. Ginny Sawyer, Senior Policy and Project Manager, replied the team of partners and staff is meeting biweekly to develop the scope and timeline, and it is anticipated educational materials and other information about the process will go out later this year. Sawyer noted individuals could submit feedback at any time through the City Leaders email or the webpage.

Councilmember Ohlson asked about the traffic noise issue mentioned by Gary Nation. City Manager DiMartino replied a staff team, being led by Police Chief Swoboda, is working on a variety of noise and sound issues within the city. Chief Swoboda stated some ordinances need to be updated and examined more holistically. He noted the street noise issue is one of concern and officers are working to address it.

Councilmember Ohlson noted he remains interested in a third-party review of the PRPA Integrated Resource Plan related to the new gas plant and is hoping for support from two other Councilmembers.

Councilmember Gutowsky asked if there was a reason why the third-party review is not being done. Mayor Arndt noted the topic should be brought up under Other Business if Council desires more discussion related to it.

Councilmember Potyondy asked whether there are additional steps that could be taken to assist Michele Pullaro with her concerns. City Manager DiMartino noted staff has been in contact with her and will continue to assist as they can.

Councilmember Gutowsky requested more information from Linda Hall on the economic development plan related to the Huges Stadium site, especially as it relates to wild horses.

I) COUNCILMEMBER REMOVAL OF ITEMS FROM CONSENT CALENDAR FOR DISCUSSION

None.

J) CONSENT CALENDAR

1. Consideration and Approval of the Minutes of the September 17, 2024, Regular Meeting.

The purpose of this item is to approve the minutes of the September 17, 2024, regular meeting.

Approved.

2. Items Pertaining to the Annual Adjustment Ordinance.

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

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

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

Item 1.

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

These Ordinances, unanimously adopted on First Reading on September 17, 2024, appropriate additional revenues for prior year reserves that need to be appropriated before the end of the year to cover related expenses that were not anticipated, and therefore, not included in the 2024 annual budget appropriation. The additional revenue is primarily from fees, charges for service, rents, contributions, donations, and grants that have been paid to City departments to offset specific expenses.

All Ordinances Adopted on Second Reading.

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

This Ordinance, unanimously adopted on First Reading on September 17, 2024, requests an appropriation of \$25,050 in philanthropic revenue received by City Give to be used for improvements at the Veterans Plaza in Spring Canyon Community Park.

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

Adopted on Second Reading.

4. **First Reading of Ordinance No. 139, 2024, Appropriating Prior Year Reserves and Authorizing Transfers of Appropriations for the Safe Routes to School Zach Elementary School Crossings Project and Related Art in Public Places.**

The purpose of this item is to provide supplemental appropriations to the Safe Routes to School (SRTS) Zach Elementary School Crossings Project (Project). If approved this item will appropriate:

1. \$176,760 from Transportation Capital Expansion Fee (TCEF) reserves to the Project;
2. \$277,750 from Transportation Services Fund reserves to the Project;
3. \$4,410 (0.8% of TCEF and Transportation Services Fund reserves contribution) from TCEF reserves (\$1,750) and Transportation Services Fund reserves (\$2,660) to the Art in Public Places (APP) program;
4. \$90 (0.2% of TCEF and Transportation Services Funds contribution) for maintenance of art from the Transportation Services Fund reserves to the APP program.

Adopted on First Reading.

5. **First Reading of Ordinance No. 140, 2024, Making Supplemental Appropriations from State of Colorado for the Universal Pre-School Program at the Northside Aztlan Community Center.** Item 1.

The purpose of this item is to consider an appropriation of unanticipated revenue of \$30,469 from the State of Colorado in 2024 to help fund the Universal Pre-school (UPK) program at the Northside Aztlan Community Center through the Recreation Fund.

Adopted on First Reading.

6. **Items Relating to the US 287 and Triangle Drive Signal Installation Project.**

A. Resolution 2024-120 Authorizing the Execution of an Intergovernmental Agreement Between the City of Fort Collins, Colorado, and the Colorado Department of Transportation for the US 287 and Triangle Drive Signal Installation Project.

B. First Reading of Ordinance No. 141, 2024, Appropriating Revenue from a Funding Advancements for Surface Transportation and Economic Recovery Grant and the Colorado Department of Transportation Americans with Disabilities Act Grant and Appropriating Prior Year Reserves and Authorizing Transfers for the US 287 and Triangle Drive Signal Installation Project and Related Art in Public Places.

The purpose of this item is to receive award grant funds and provide appropriations to the US 287 and Triangle Drive Signal Installation Project (Project). If approved this item will:

1. Authorize the Mayor to execute an intergovernmental agreement (IGA) for the Project with the Colorado Department of Transportation (CDOT);
2. Receive and appropriate \$682,211 in Funding Advancements for Surface Transportation and Economic Recovery (FASTER) funds to the Project;
3. Receive and appropriate \$183,843 in CDOT Americans with Disabilities Act (ADA) funds;
4. Appropriate \$688,897 from Transportation Capital Expansion Fee (TCEF) reserves to the Project;
5. Appropriate \$6,686 (0.8% of TCEF contribution) from TCEF reserves to the Art in Public Places (APP) program;
6. Appropriate (0.2% of TCEF contribution) for maintenance of art from the Transportation Services Fund reserves to the APP program.

The funds will be used to design and install a new traffic signal as well as bicycle and pedestrian improvements connecting Triangle Drive to the northeast towards the Lakeview on the Rise development. There is severe crash history at this intersection and in 2023 CDOT committed FASTER funding to the City for signal improvements. CDOT has also committed funding for pedestrian improvements to bring the intersection into compliance with ADA requirements.

Resolution Adopted and Ordinance Adopted on First Reading.

7. **Resolution 2024-121 Ratifying the Appointment of Rick Rivera to the Poudre River Public Library District Board of Trustees.**

The purpose of this item is to fill an existing vacancy on the Poudre River Public Library District Board of Trustees.

Adopted.

END OF CONSENT CALENDAR

Mayor Pro Tem Francis moved, seconded by Councilmember Pignataro, to approve recommended actions on items 1-7 on the Consent Calendar.

Item 1.

Councilmember Potyondy highlighted the traffic signal at Triangle and College and commented on the improvements it will bring.

Mayor Arndt thanked Rick Rivera for his upcoming service to the community on the Library District Board of Trustees.

The motion carried 6-0.

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

Nays: none

Absent: Councilmember Canonico

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

- Lunch and Learn event at the Larimer County Food Bank

Councilmember Melanie Potyondy

- FoCo Trash Mob worked with the Sustainability Department to obtain a \$2,500 leadership grant that will assist in education around single-use plastic waste

Mayor Jeni Arndt

- Thanked those involved in organizing a recent Trade Mission trip to Raleigh, North Carolina
- Attended a weekly bike race per the invite of the SendTown Bike Club

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

None.

O) CONSIDERATION OF ITEMS PLANNED FOR DISCUSSION

8. Public Hearing #2 on the 2025-26 Recommended Budget for the City of Fort Collins.

This is the second public hearing on the City Manager's 2025-26 Recommended Budget for the City of Fort Collins. The purpose of this public hearing is to gather public input on the 2025-26 budget. Both hearings were set by Council adoption of Resolution 2024-116 at its September 3, 2024, meeting. The City Manager's 2025-26 Recommended Budget can be reviewed at the City Clerk's Office by appointment only and online at fcgov.com/budget.

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

None.

Clerk's Note: Mayor Arndt called for a break at 6:55 p.m., noting the meeting would resume at 7:10 p.m.

9. College and Trilby Multifamily Community Development Plan Appeal.

The purpose of this quasi-judicial item is to consider an appeal of the Administrative Hearing Officer's decision on August 6, 2024, approving the College and Trilby Multifamily Community Project Development Plan (PDP) #PDP220009.

The Appellants filed a Notice of Appeal on August 20, 2024, alleging:

*The Hearing Officer **failed to properly interpret and apply relevant provisions of the City Code, Land Use Code, and Charter.** The appeal alleges that the Larimer County Urban Area Street Standards and the City's Transportation Master Plan were not properly interpreted and applied.*

Neither of these two documents is specifically discussed anywhere in the record, however several Land Use Code Sections invoke the Larimer County Urban Area Street Standards by reference; and a standard in that document mentions the Transportation Master Plan.

Thus, the Staff Report in the record may be considered to incorporate the two documents into the record indirectly because it includes findings on a Land Use Code Section that invokes the street standards.

City Attorney Daggett reviewed the appeal process.

STAFF PRESENTATION

Kim Meyer, Interim Director of Community Development and Neighborhood Services, noted staff discovered some erroneous references to a Planning and Zoning Commission hearing in Council's packet and noted this item relates to a Type I hearing before an Administrative Hearing Officer.

Meyer outlined the proposed 38-acre project at the northwest corner of Trilby Road and College Avenue for 265 townhomes in configurations of two-, three-, and four-unit buildings. Meyer detailed the allegations in the appeal, both based on the alleged failure of the Hearing Officer to properly interpret and apply relevant provisions of City Code, specifically the Larimer County Urban Area Street Standards (LCUASS).

The first allegation is that infrastructure on the adjacent subdivision roads are substandard and have traffic volumes that exceed permitted standards. Meyer noted these streets were not included in the required traffic study and that the City does not use traffic volumes to classify streets. Additionally, Meyer stated the expectation is that the existing streets in the adjacent neighborhood would not be significantly impacted by this development. Meyer stated the appeal requests a new traffic study to be completed to include those streets, which she noted were built decades ago in the County and do not meet current standards.

The second appeal allegation is that LCUASS is not fungible, and the adopted standards cannot be ignored and replaced with another set of standards. Meyer noted staff found that the proposed development complies with the Land Use Code related to streets and applicable standards.

Councilmember Potyondy noted she has met with some individuals in the Skyview neighborhood but did not discuss this parcel or project.

Parties-in-interest in support of and opposed to the appeal identified themselves and Mayor Ar outlined the time allotments.

Item 1.

APPELLANT PRESENTATION

Marcus Mims, appellant, stated the supporting evidence he submitted was rejected by City staff and he can therefore not make his original presentation. Mims discussed the applicable LCUASS design criteria tables which include average daily traffic volumes, which he stated should be included when considering traffic volumes. Additionally, he noted the standards contain numerous infrastructure requirements for various roadway classifications that he believes will be violated with this development.

Olivia Bronovich discussed traffic safety issues in the area that already exist.

Joey Meer, Skyview South HOA, expressed support for revising the traffic study to include the neighborhood roads.

Adam Trainer, Skyview South, echoed concerns shared by neighbors regarding safety and noted the neighborhood streets do not include bike lanes or sidewalks.

Kathy Malinowsky commented on existing traffic safety concerns.

Jack Harper, Skyview South, expressed concern about increased traffic from the proposed development.

Joe Trimbath, Skyview North, expressed concern that the proposed development would double the population of the neighborhood and stated the general consensus of the neighborhood is that the traffic study is flawed as the existing roadway infrastructure cannot handle that extra traffic. Trimbath noted the neighborhood is not opposed to the development but is opposed to the way the development has been approved and planned.

Marcus Mims stated the traffic report provided by JR Engineering suggested there were no existing infrastructure shortfalls; however, he noted the north side of Skyway does not include sidewalks or bike lanes.

APPLICANT PRESENTATION

Andy Peters, land use attorney representing Zocalo Community Development, requested Council uphold the Hearing Officer's approval of the project stating the first appeal allegation is about how streets in other neighborhoods are functioning, not about anything the project proposes. Peters noted Council must consider whether the Hearing Officer correctly required the right improvements to address the impacts of the project and stated there is a very limited set of circumstances in which the Code allows for off-site improvements to be required, and they do not apply in this instance.

Peters stated there is no requirement in LCUASS to upgrade streets in nearby neighborhoods. He noted City staff and the applicant had a scoping meeting related to the traffic study and agreed on the intersections to be studied based on level of service standards. Additionally, he noted the traffic counts mentioned by Marcus Mims in LCUASS are not used in Fort Collins, only in Loveland. Peters noted all applicable levels of service are being met with this project as per the traffic study and staff analysis thereof.

Peters noted improvements to the College and Trilby intersection were required as part of this project; however, the improvements are already being completed as part of a City capital project.

Marcus Mims noted the appellants are not asking for the developer to fund the improvements but noted the City's Transportation Master Plan calls for bike lanes throughout Skyway and on Constellation. He requested those items be planned, funded, and scheduled prior to this development going in.

Mims shared additional concerns about traffic volumes and reiterated Mr. Peters statement that Skyway is not designated as a collector despite being posted at 30 miles per hour.

Joey Meer, Skyview South HOA, stated the HOA is not suggesting Constellation needs to be improved, but would rather not have any additional traffic. Meer added that if Constellation was extended to the neighborhood to the south, those roadways would be able to accommodate additional traffic.

Joe Trimbath, Skyview North, stated that while the applicant may not have an obligation to improve surrounding streets, they do have an obligation to do an appropriate traffic study. Trimbath asked more about the College and Trilby intersection and related improvements.

APPLICANT REBUTTAL

Andy Peters stated the applicant would have no concerns with decreasing the speed limit on Skyway. He stated the only requirement for offsite improvements occurs in the instance where there is not a connection to an arterial street; therefore, that does not apply in this case.

Peters noted the City's capital improvement project is what will be improving the College and Trilby intersection, but if that had not occurred, those improvements would have been the responsibility, or partial responsibility, of the developer.

Peters stated staff did a great job with the project and the Hearing Officer made the right decision.

COUNCIL QUESTIONS AND DISCUSSION

Councilmember Pignataro asked about the scoping exercise done to determine which intersections will be studied in the traffic impact study, when it occurs, and whether it is an appealable decision. Steve Gilchrist, Traffic Operations, replied the scoping study happens after an application is submitted for its first conceptual review and it looks at the area of influence a project will have an impact on related to surrounding intersections. City Attorney Daggett replied that work is all done prior to the presentation to the decision maker; therefore, it could be questioned at the decision-making stage. Gilchrist stated those decisions are not typically questioned and the scoping is based on all impacts. City Attorney Daggett stated the decision that is before Council, which was made by a Hearing Officer, was based on the volume of material presented, and as part of that process, the Hearing Officer made a decision about whether the standards were met, including the scope of the traffic study.

Councilmember Potyondy asked if the Trilby and College improvements will extend west past Mars. Gilchrist replied in the affirmative.

Councilmember Potyondy asked what type of intersection will exist at Mars and Trilby. Gilchrist replied it will be a stop sign controlled intersection for now, but there could be long-term improvements if there is ever a capital project done to widen Trilby to the full four-lane arterial.

Councilmember Gutowsky asked about the entrance and exit motions at the Mars and Trilby intersection. Gilchrist replied it is currently a stop sign controlled T intersection and the proposal is for a T intersection with a southbound stop sign, not a multi-way stop for Trilby.

Councilmember Gutowsky stated it seems it may be an untenable situation for that intersection with the increased traffic. Gilchrist replied there are alternative access points for drivers to go east on Trilby.

Councilmember Gutowsky asked when the traffic study was completed. Gilchrist replied it was completed in 2022.

Councilmember Ohlson asked if there were other intersections that could have been required in the traffic study that would have helped address some of the neighborhood concerns. Gilchrist replied staff has the ability to require average daily traffic volume studies; however, there is no nexus to require improvements related to those as the City's standards are based on intersection level of service.

Mayor Pro Tem Francis thanked those who participated and noted Council's role is to determine whether the decision maker properly interpreted and applied the applicable Code sections related to the issues on appeal. She stated the intersections mentioned in the appeal are outside the scope of this development and stated the Hearing Officer upheld the appropriate standards.

Councilmember Potyondy stated she believes the Hearing Officer properly applied the Code standards and stated that as the Council representative for the district, she will still represent the individuals in the area to help strategize ways to help with issues.

Councilmember Pignataro thanked those who participated and noted there are only certain things Council can make its decision upon related to an appeal. She stated she believes the Hearing Officer made the correct decision based on the rules currently in place, though she noted the appeals process is being looked at for changes.

Councilmember Ohlson stated he has always opposed the fact that developers hire those that do the traffic studies and suggested the City should complete those itself with payment from the developer to add credibility to the process. Additionally, he expressed concern about the extermination of prairie dogs on the property, though he stated that will not affect his decision.

Councilmember Gutowsky stated she understands the frustration of the appellant regarding safety and traffic, though she believes the Hearing Officer properly interpreted the Code.

Mayor Pro Tem Francis moved, seconded by Councilmember Pignataro, that the Council dismiss the failure to properly interpret and apply allegations because neither the Land Use Code nor LCUASS Chapter 7, Street Designs and Technical Criteria, require a development to fix traffic deficiencies on streets outside a development to which the development does not add significant traffic, and further that the appeal is dismissed in its entirety.

The motion carried 6-0.

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

Nays: none

Absent: Councilmember Canonico

P) OTHER BUSINESS

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

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

None.

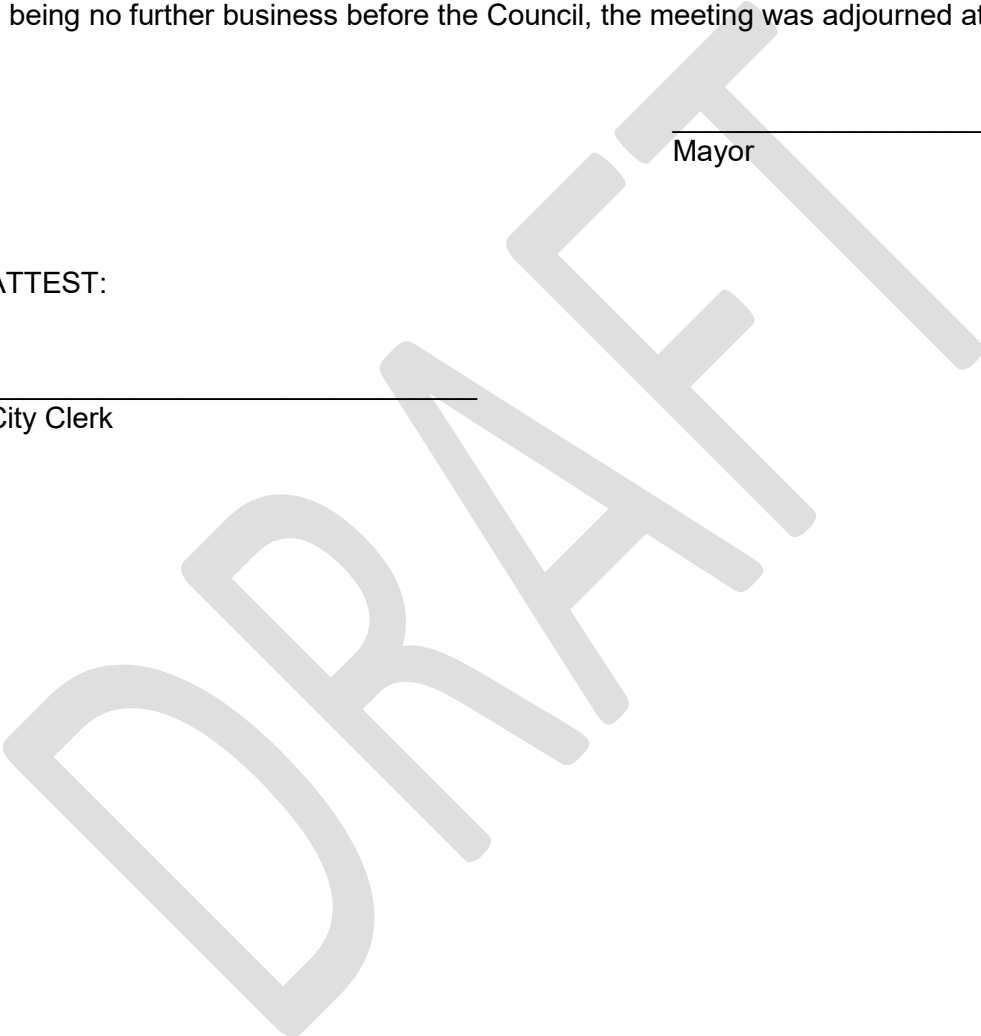
Q) ADJOURNMENT

There being no further business before the Council, the meeting was adjourned at 8:34 p.m.

Mayor

ATTEST:

City Clerk



October 15, 2024

COUNCIL OF THE CITY OF FORT COLLINS, COLORADO

Council-Manager Form of Government

Regular Meeting – 6:00 PM

**PROCLAMATIONS AND PRESENTATIONS
5:00 PM**

A) PROCLAMATIONS AND PRESENTATIONS

- PP 1. **Declaring October 20th as Community Media Day.**
- PP 2. **Declaring October 13th-19th as National Veterinary Technician Week.**
- PP 3. **Declaring the Month of October as Domestic Violence Awareness Month.**
- PP 4. **Declaring the Month of October as Arts and Humanities Month.**

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

**REGULAR MEETING
6:00 PM**

B) CALL MEETING TO ORDER

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

C) PLEDGE OF ALLEGIANCE

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

D) ROLL CALL

PRESENT
 Mayor Pro Tem Emily Francis
 Councilmember Susan Gutowsky
 Councilmember Julie Pignataro
 Councilmember Melanie Potyondy
 Councilmember Kelly Ohlson
 Councilmember Julie Pignataro

ABSENT
 Mayor Jeni Arndt (Excused)

STAFF PRESENT
 Deputy City Manager Tyler Marr
 City Attorney Carrie Daggett
 City Clerk Delynn Coldiron

E) CITY MANAGER'S AGENDA REVIEW

Item 1.

Deputy City Manager Tyler Marr provided an overview of the agenda, including:

- No changes to the published agenda.
- 16 items on the consent agenda.
- 2 discussion items
 - Water Supply Requirements, surcharge, and allotments
 - Sanctuary on the Green appeal

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.)

Kelly Evans, Fort Collins resident, Director of Neighbor to Neighbor, spoke in favor of water supply requirements that support affordable housing. Evans stated housing affordability is the number one issue facing Fort Collins and addressing water use and costs is one of many solutions needed to address it.

Kevin Cross, Fort Collins Sustainability Group, listed several organizations, including his, that recommend a third-party review of Platte River Power Authority's Integrated Resource Plan (IRP) and have found it troubling that nothing has been done related to this to date. Cross noted the request is for a review of the need to build a new gas plant, not for a review of whether any gas generation is needed in the near term. Cross stated Council is responsible for setting rates and for meeting sustainability goals.

Alex Scott provided a letter that has been published in the New York times and provided examples of what doctors, nurses and paramedics have seen in Gaza based on what was written. Scott stated Council's lack of support for a ceasefire resolution has forced the city to de facto support the war.

Nancy Eason, Fort Collins resident, discussed a district court verdict in California related to fluoridation and read some of the findings from that case establishing that fluoride is damaging to human health. Eason stated the verdict orders the EPA to take regulatory action to eliminate the unreasonable risk to the health of children posed by the practice of water fluoridation. Eason urged Council to direct that fluoridation be stopped.

Michelle Neals, Fort Collins resident, also discussed the court ruling related to fluoridation and commented on the impact this has on the health of children, especially related to lowering IQ. Neals urged Council to direct that fluoridation be stopped.

Scott Swartzendruber, Fort Collins resident, also discussed the court ruling related to fluoridation and urged Council to direct that fluoridation be stopped. Swartzendruber stated fluoride is poisoning our children.

Kimberly Conner, Fort Collins resident, requested Council approve a ceasefire resolution for Gaza and now Lebanon, and stated the government is complicit in the war if we do nothing. Conner stated that neutrality would involve issuing a resolution and that silence kills.

Michele Pullaro, business owner in downtown Fort Collins, thanked Councilmember Potyondy for acknowledging her concerns mentioned at the last meeting regarding homeless individuals loitering outside her business. Pullaro acknowledged that Police Services have responded to her several times, but stated Council needs to take action and make changes to the public nuisance ordinance.

Adam Hirschhorn, Fort Collins resident, read several items related to what is occurring in Gaza in form of a resolution and urged Council to support a ceasefire resolution. Hirschhorn stated he will be represented by Saul Goodman and Casey Novak moving forward related to this issue. Item 1.

Nola MacDonald, Fort Collins resident, stated she would be emailing a link to a video that speaks to water fluoridation and commented on the credentials of the doctor that speaks in the video and the amount of research she has been involved in related to this issue. She stated that the information confirms what has already been mentioned related to fluoridation impacting the IQ of children and stated that just as lead exposure was taken seriously, this item should be as well.

Erin Ramler, Wellington resident and Fort Collins business owner, stated the California ruling related to fluoridation has already encouraged changes in many jurisdictions and encouraged Council to direct staff to stop water fluoridation immediately.

H) PUBLIC COMMENT FOLLOW-UP

Councilmember Pignataro asked Deputy City Manager Marr to comment on the City's response to the fluoridation issue and asked if the topic would need to go to the ballot again if changes were to be made. Deputy City Manager Marr replied it would not need to go to the ballot again. Jill Oropeza, Water Utility Senior Director of Science and Planning, stated staff members have been responding to the recent court case as well as the National Toxicology Program report that was released in August and have been working with the legal staff and others on an appropriate response.

Oropeza stated the City is continuing fluoridation as directed by CDPHE and will wait until Council, the EPA, or CDPHE issues additional guidance before making any changes. It is expected CDPHE will issue guidance in the coming days.

Councilmember Ohlson commented on the 2005 election during which he opposed fluoridation stating he did not believe it was the role of the government to place a chemical in drinking water, and his position has not changed. He stated he would welcome the opportunity to move forward with a policy change if other Councilmembers were so inclined.

Councilmember Potyondy agreed she would be interested in looking further at this, though her mind is not made up.

I) COUNCILMEMBER REMOVAL OF ITEMS FROM CONSENT CALENDAR FOR DISCUSSION

None.

J) CONSENT CALENDAR

1. Second Reading of Ordinance No. 139, 2024, Appropriating Prior Year Reserves and Authorizing Transfers of Appropriations for the Safe Routes to School Zach Elementary School Crossings Project and Related Art in Public Places.

This Ordinance, unanimously adopted on First Reading on October 1, 2024, provides supplemental appropriations to the Safe Routes to School (SRTS) Zach Elementary School Crossings Project (Project). If approved, this item appropriates:

1. \$176,760 from Transportation Capital Expansion Fee (TCEF) reserves to the Project;
2. \$277,750 from Transportation Services Fund reserves to the Project;

3. \$4,410 (0.8% of TCEF and Transportation Services Fund reserves contribution) from TCEF reserves (\$1,750) and Transportation Services Fund reserves (\$2,660) to the Art in Public Places (APP) program;
4. \$90 (0.2% of TCEF and Transportation Services Funds contribution) for maintenance of art from the Transportation Services Fund reserves to the APP program.

Adopted on Second Reading.

2. **Second Reading of Ordinance No. 140, 2024, Making Supplemental Appropriations from the State of Colorado for the Universal Pre-School Program at the Northside Aztlan Community Center.**

This Ordinance, unanimously adopted on First Reading on October 1, 2024, appropriates unanticipated revenue of \$30,469 from the State of Colorado in 2024 to help fund the Universal Pre-school (UPK) program at the Northside Aztlan Community Center through the Recreation Fund.

Adopted on Second Reading.

3. **Second Reading of Ordinance No. 141, 2024, Appropriating Revenue from a Funding Advancements for Surface Transportation and Economic Recovery Grant and the Colorado Department of Transportation Americans with Disabilities Act Grant and Appropriating Prior Year Reserves and Authorizing Transfers for the US 287 and Triangle Drive Signal Installation Project and Related Art in Public Places.**

This Ordinance, unanimously adopted on First Reading on October 1, 2024, appropriates the following funds to the US 287 and Triangle Drive Signal Installation Project (Project):

1. \$682,211 in Funding Advancements for Surface Transportation and Economic Recovery (FASTER) funds to the Project;
2. \$183,843 in CDOT Americans with Disabilities Act (ADA) funds;
3. \$688,897 from Transportation Capital Expansion Fee (TCEF) reserves to the Project;
4. \$6,686 (0.8% of TCEF contribution) from TCEF reserves to the Art in Public Places (APP) program;
5. 0.2% of TCEF contribution for maintenance of art from the Transportation Services Fund reserves to the APP program.

The funds will be used to design and install a new traffic signal as well as bicycle and pedestrian improvements connecting Triangle Drive to the northeast towards the Lakeview on the Rise development. There is severe crash history at this intersection and in 2023 CDOT committed FASTER funding to the City for signal improvements. CDOT has also committed funding for pedestrian improvements to bring the intersection into compliance with ADA requirements.

Adopted on Second Reading.

4. **First Reading of Ordinance No. 142, 2024, Appropriating Philanthropic Revenue Received by City Give in 2024 and Prior Year Reserves for Various Programs and Services Designated by the Donors.**

The purpose of this item is to request an appropriation of \$53,890 in philanthropic revenue received by City Give. These miscellaneous gifts to various City departments support a variety of programs and services and are aligned with both the City’s strategic priorities and the respective donors’ designation.

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

Adopted on First Reading.

5. **First Reading of Ordinance No. 143, 2024, Making Supplemental Appropriations and Authorizing Transfers of Appropriations for Various Transit Services Grants and Revenue.**

The purpose of this item is to appropriate grant revenue and the corresponding local match for Transfort.

Adopted on First Reading.

6. **First Reading of Ordinance No. 144, 2024, Making a Supplemental Appropriation of Grant Funds from the Edward Byrne Memorial Justice Assistance Grant Program for Fort Collins Police Services.**

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

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

Larimer County applied for and was awarded \$50,647 through the Edward Byrne Memorial Justice Assistance Grant (JAG) program in support of operating the Northern Colorado Drug Task Force (Attachment 3). The City of Fort Collins, City of Loveland and Larimer County entered an intergovernmental agreement (Attachment 2), demonstrating the allocation of the \$50,647 awarded under JAG in support of the Northern Colorado Drug Task Force. Fort Collins Police Services received \$15,807 to support personnel costs and other operating costs directly attributed to the Northern Colorado Drug Task Force.

Adopted on First Reading.

7. **Items Relating to the Safe Streets and Roads for All Grant Awards.**

A. *Resolution 2024-122 Authorizing the Mayor to Sign a Grant Agreement with the Federal Highway Administration under the Fiscal Year 2023 Safe Streets and Roads for All Grant Program.*

B. *First Reading of Ordinance No. 145, 2024, Making Supplemental Appropriations for Projects Funded Through the Safe Streets and Roads for All Grant Program.*

The purpose of this item is to support FC Moves in expanding on the City’s current Active Modes Plan and Vision Zero Plan, specifically through a:

- *Bikeway study that serves to identify specific safety concerns and potential countermeasures, and to understand feasibility and network impacts of lane reductions on the arterial network.*

- *Demonstration activity that tests the effectiveness of temporary vertical protection along Centre Avenue, between Centre Drive/Bay Drive and Worthington Circle, to inform future projects citywide.*

FC Moves in collaboration with Traffic Operations, Engineering, and Streets applied to the Federal Highway Administration's Fiscal Year 2023 (FY23) Safe Streets and Roads for All (SS4A) grant program, seeking funds in support of the bikeway study that includes (1) public and stakeholder engagement to understand barriers to active transportation on the corridors bounded by College Avenue, Horsetooth Road, Overland Trail and Laporte Avenue; (2) corridor safety audits to identify crash patterns and infrastructure that reduce the risk of bike and pedestrian crashes; and (3) data analysis and countermeasure selection. In addition, funds in support of the demonstration activity that include installation of temporary flexible posts and curbing along Centre Avenue, and associated data collection were requested under the FY23 SS4A grant program.

In support of funding the required 20% match under the FY23 SS4A grant program, FC Moves requested matching funds under the Colorado Department of Local Affairs Local Match (LOMA) grant program.

Both the Federal Highway Administration and Colorado Department of Local Affairs (DOLA) responded favorably to the requests for funds, with \$964,480 being award under the FY23 SS4A grant program and \$241,120 being awarded under DOLA's LOMA grant program. Total project costs for both the bike study and demonstration activity, totaling \$1,205,600, are funded in full through these grant awards from the FY23 SS4A grant program and DOLA's LOMA grant program.

The Resolution for consideration will authorize the Mayor to sign the Intergovernmental Agreement (IGA) with the Federal Highway Administration to receive grant funding to support the bike study and the demonstration activity.

As demonstrated by the LOMA grant agreement (Attachment 3) by accepting the LOMA funding from DOLA, the City agrees to all terms and conditions, including use of the \$241,120 as non-federal match to the FY23 SS4A grant.

The Ordinance for consideration will appropriate the \$964,480 in federal funds from the FY23 SS4A grant program and \$241,120 in state funds from the LOMA grant program.

Resolution Adopted and Ordinance Adopted on First Reading.

- 8. First Reading of Ordinance No. 146, 2024, Making a Supplemental Appropriation of Colorado Division of Criminal Justice Grant Revenues for Various Restorative Justice Services Programs.**

The purpose of this item is to appropriate grant revenue to fund Restorative Justice programs within Community Development and Neighborhood Services ("CDNS"). Additional grant funds in the amount of \$13,000 have been awarded from the Colorado Division of Criminal Justice ("DCJ") Juvenile Diversion fund for the continued operation of City Restorative Justice programs, including RESTORE for shoplifting offenses and Restorative Justice Conferencing for other offenses. The grant funds are in addition to a grant awarded to Restorative Justice Services earlier this year from DCJ in the amount of \$40,428, for a total award of \$53,428. The first \$40,428 award was included in the Annual Adjustment Ordinance No. 134, 2024, was passed on Second Reading on October 1, 2024. No match is required and the grant period is July 1, 2024, to June 30, 2025.

Adopted on First Reading.

- 9. First Reading of Ordinance No. 147, 2024, Making a Supplemental Appropriation in the 2050 Tax Parks Rec Transit OCF Fund for Evaluation of the Inflation Reduction Act Tax Credits.**

The purpose of this item is to appropriate \$100,000 from 2050 tax revenue to contract with external consultants to evaluate the cost/benefit of the City pursuing Inflation Reduction Act (IRA) tax credits.

Item 1.

Adopted on First Reading.

10. **First Reading of Ordinance No. 148, 2024, Updating Section 4-142 of the Code of the City of Fort Collins Regarding Sterilization of Adopted Animals to Align with State Law.**

The purpose of this item is to update the local Fort Collins Animal Code to align with Colorado Revised Statutes (C.R.S.) Section 35-80-106.4.

Adopted on First Reading.

11. **First Reading of Ordinance No. 149, 2024, Approving an Amended and Restated Ground Lease Agreement Between the Cities of Loveland and Fort Collins and Discovery Air, LLC, for Property at the Northern Colorado Regional Airport.**

The purpose of this item is to approve an amended and restated ground lease between the City of Fort Collins, the City of Loveland, and Discovery Air LLC at the Northern Colorado Regional Airport. The parties have an existing ground lease agreement with Discovery Air, LLC, at the Northern Colorado Regional Airport. The parties desire to amend and restate the lease substantially similar to the form attached hereto. Approval of the Amended and Restated Ground Lease between the cities of Loveland and Fort Collins (the "Agreement") is reserved to the City Councils because there are non-standard lease terms in the Agreement.

Adopted on First Reading.

12. **First Reading of Ordinance No. 150, 2024, Authorizing the Advertisement and Future Sale of the Real Property Located at 945 East Prospect Road.**

The purpose of this item is to authorize the advertisement and future sale of the City-owned property located at 945 East Prospect Road (the "Property"). The Property was originally acquired by the City's Engineering Department for roadway widening purposes, and the City will exclude from the sale of the Property approximately 1540 square feet, being the area necessary to construct the future road improvement project (the "Reserved ROW").

Adopted on First Reading.

13. **Resolution 2024-123 Authorizing Disabled Resource Services to Retain Community Development Block Grant Funding to Apply Towards the Acquisition of a New Public Facility.**

The purpose of this item is to obtain authorization from Council to allow Disabled Resource Services to sell their current building located at 1017 Robertson, which was acquired with \$385,000 in Community Development Block Grant funding, and to retain the funding provided by the City to re-invest in a new public facility. These funds were provided as a Due on Sale Loan, which triggers repayment upon the sale of the existing building. Approval by City Council is required to allow Disabled Resource Services to transfer the funding to a new building.

Adopted.

14. **Resolution 2024-124 Approving Fort Fund Grant Disbursements.**

The purpose of this item is to approve Fort Fund grants from the Cultural Development and Programming Account and the Tourism Programming Account for the selected community events

in the Program Support Grant – September Deadline category, based upon the recommendation of the Cultural Resources Board.

Item 1.

Adopted.

15. **Resolution 2024-125 Supporting a Grant Application for Gray and Black-Market Marijuana Enforcement Funding for Fort Collins Police Services.**

The purpose of this item is to obtain support for the City to apply for grant money to support enforcement of gray and black-market marijuana activity for Fort Collins Police Services.

Adopted.

16. **Resolution 2024-126 Adopting Findings of Fact in Support of the City Council’s Decision on Appeal to Uphold the Planning and Zoning Commission Approval of the College & Trilby Multifamily Community Project Development Plan #PDP220009.**

The purpose of this item is to make Findings of Fact and Conclusions regarding Council’s decision at the October 1, 2024, College and Trilby Multifamily Community Project Development Plan appeal hearing dismissing the failure to properly interpret and apply allegations and thereby upholding the Hearing Officer’s decision to approve the Project Development Plan.

Adopted.

END OF CONSENT CALENDAR

Councilmember Pignataro moved, seconded by Councilmember Canonico, to approve the recommended actions on items 1-16 on the Consent Calendar.

The motion carried 6-0.

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

Nays: none.

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

Councilmember Pignataro asked about the firm that was hired per Item No. 9, *First Reading of Ordinance No. 147, 2024, Making a Supplemental Appropriation in the 2050 Tax Parks Rec Transit OCF Fund for Evaluation of the Inflation Reduction Act Tax Credits*. Deputy City Manager Marr replied that information could be provided prior to Second Reading.

Councilmember Pignataro asked why there was no public outreach on Item No. 10, *First Reading of Ordinance No. 148, 2024, Updating Section 4-142 of the Code of the City of Fort Collins Regarding Sterilization of Adopted Animals to Align with State Law*, and suggested the larger adoption agencies should at least be made aware of the change. Deputy City Manager Marr replied staff would follow up in writing.

Councilmember Ohlson asked about the reduction in lease revenue per the renegotiated agreement in Item No. 11, *First Reading of Ordinance No. 149, 2024, Approving an Amended and Restated Ground Lease Agreement Between the Cities of Loveland and Fort Collins and Discovery Air, LLC, for Property at the Northern Colorado Regional Airport*. Deputy City Manager Marr replied staff would follow up prior to Second Reading.

L) STAFF REPORTS

None.

M) COUNCILMEMBER REPORTS

Councilmember Potyondy

- Commended City staff who have been running 15-minute city events in all Council districts. She provided more information related to this Council priority and noted she attended an event in her area. She stated the events are a great way to educate people and collect feedback.

Councilmember Gutowsky

- Stated she attended a 15-minute city event as well and stated it was well organized and gave an idea on how to develop commercial centers to serve the surrounding residents. She stated she was also impressed with the plan for renovation and maintenance to ensure existing commercial areas are kept up.

Mayor Pro Tem Francis

- Stated she attended the 15-minute city event in her area as well and that this was the last event scheduled.

Councilmember Canonico

- Participated in an affordable housing event held by BizWest which was an opportunity for elected officials, staff, and others to come together to discuss what can be done in this space.

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

None.

O) CONSIDERATION OF ITEMS PLANNED FOR DISCUSSION**17. Items Relating to Water Supply Requirement Fee and the Excess Water Use Surcharge, and Pre-1984 Nonresidential Annual Allotments.**

- A. *First Reading of Ordinance No. 151, 2024, Amending Chapter 26 of the Code of the City of Fort Collins to Review Miscellaneous Water Fees and Charges, Including the Water Supply Requirement Fee and Excess Water Use Surcharge.*
- B. *First Reading of Ordinance No. 152, 2024, Amending Chapter 26 of the Code of the City of Fort Collins Regarding Annual Water Allotments for Nonresidential Water Services.*

The purpose of this item is to seek approval for both the adjustments to the Water Supply Requirement (WSR) fee amount and methodology and assignment of allotments to pre-1984 nonresidential accounts.

Jill Oropeza, Water Utility Senior Director of Science and Planning, introduced Jen Dial, Utilities Water Resources Manager. Oropeza stated the proposed updates to the City's water supply requirements and assignment of pre-1984 non-residential water allotments include a set of methodologies that reflect City values, enable sound water supply management, and provide tools to rely upon for years to come.

Jen Dial, Utilities Water Resources Manager, noted the water supply requirement methodology has come before Council at three work sessions, and the assignment of allotments to pre-1984 non-residential customers was discussed at two work sessions. Dial stated this item includes two ordinances, one setting the water supply requirement fee to \$63,800 per acre foot based on a hybrid cost base methodology, with a surcharge fee of \$15.59 per thousand gallons over the allotment, and one assigning allotments to pre-1984 non-residential customers.

Dial reviewed the water supply requirement hybrid methodology which is broken into two components: the buy-in and the incremental component, which work together to form the total cost to increase the reliability of our water supply to meet demand through 2065. Dial outlined the history of the water supply requirement fee and discussed the public outreach process.

In terms of assigning allotments to pre-1984 non-residential customers, Dial stated there are about 1,000 accounts that came into the City pre-1984 that do not have an allotment and assigning them would increase fairness and equity. Dial outlined the staff recommendation for calculating these allotments and stated most customers will not be dramatically impacted and will be allowed a one-year grace period during which surcharges would not be assessed.

PUBLIC COMMENT

Joe Rowan, Fort Collins resident, stated the City is not currently buying water as it has an excess of what can be stored. Rowan suggested nothing should be done until Halligan Reservoir is built and questioned the \$63,800 water supply requirement fee. Rowan also stated not adopting this item would be one way of limiting the cost of infrastructure to enable lower cost housing development.

Councilmember Potyondy requested staff respond to Rowan's comments. Dial replied the City is not making a profit by collecting the water supply requirement fee and stated the fee is based on the amount that is paid for the water right and ensures the demand for new development in the future can be met.

Councilmember Ohlson asked if the methodology used to assign allotments to pre-1984 non-residential customers is different than what was used to assigned allotments to post-1984 customers. Dial replied customers received allotments based on tap size until 2022. The proposed method looks at historic use to determine what amount of water is actually needed as it may not match the tap size and takes the greater of average historic use or tap size to provide allotments. Dial acknowledged it is a different methodology than what was used post-1984.

Councilmember Ohlson suggested the historic use number could be skewed as the users may have used way more water than they needed to. Dial replied that is possible but stated the five-year average aimed to evaluate the use for its recent history.

Councilmember Ohlson asked how much impact this will have on water conservation. Dial replied staff is attempting to incentivize conservation while still having the opportunity to collect some surcharges which go toward purchasing additional storage and water rights, though the amount collected from surcharges is minimal in the larger picture.

Deputy City Manager Marr added there is currently no incentive for these accounts in the conservation space as they do not have a ceiling for water use. Marr stated the intent was not to be punitive, which is why staff is suggesting taking the larger of the tap size or five-year historical average.

Councilmember Pignataro thanked staff for meeting with a resident in District 2 whose HOA has done everything possible to try to conserve and is concerned they will be consistently going over the allotment given those efforts and the past rainy year. She asked if staff has plans to look at things systematically moving forward or if examinations of accounts will solely be done on a

complaint basis. Dial replied staff will be sending quarterly letters to customers outlining wa use compared to allotments and will be collecting feedback to look at individual accounts. Additionally, Dial stated the surcharges could be waived in 2026 if deemed necessary.

Councilmember Pignataro asked how staff sees the new structure impacting affordable housing in getting the water rights needed to build. Dial replied Fort Collins will have one of the lower fees in northern Colorado and stated it is anticipated the fee will likely increase over the next few years depending on the cost to build Halligan. Dial stated the fee is positive for affordable housing as it is lower compared to neighbors and is lower than the current fee. Deputy City Manager Marr noted that staff is trying to strike a balance in this case and this is a cost-based approach for what the City already has and a market-based approach for what will be needed.

Councilmember Gutowsky asked if it is certain that lowering the costs for developers will pass on lower costs to ratepayers. Dial replied because the City is decreasing existing fees, ratepayers will potentially see a half percent increase in rates to cover the costs.

Mayor Pro Tem Francis noted the approach was not based on lowering water fees for affordable housing, but based on a fair approach to determining a water tap fee.

Councilmember Canonico thanked staff for their work on this item and for taking Council's comments to heart to find a new way to look at the issue.

Councilmember Potyondy stated she would be supporting this as it is critical to ensure adequate water supply moving forward.

Councilmember Ohlson stated he has problems with both items and thought the original formula was fairer. However, he stated he will support the ordinances as the fees are decreasing, and while the pre-1984 allotment calculation may not be ideal, staff did good work on the item. He expressed concern the changes do not ensure people will not waste water.

Councilmember Gutowsky stated she will support both items as well and commended the fact that staff is willing to be flexible afterwards and look at anomalies that might exist.

Mayor Pro Tem Francis stated she will also support both items as well and stated the hybrid system makes sense. She noted this is an iterative process and also commended the work on the pre-1984 accounts.

Councilmember Ohlson noted staff could consider throwing very wet years out of the average to help ensure the number is more accurate. He requested staff provide an analysis of the City's fees compared to neighboring communities.

Councilmember Pignataro moved, seconded by Councilmember Gutowsky, to approve Ordinance No. 151, 2024, Amending Chapter 26 of the Code of the City of Fort Collins to Review Miscellaneous Water Fees and Charges, Including the Water Supply Requirement Fee and Excess Water Use Surcharge, on First Reading.

The motion carried 6-0.

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

Nays: none.

Councilmember Pignataro moved, seconded by Councilmember Potyondy, to approve Ordinance No. 152, 2024, Amending Chapter 26 of the Code of the City of Fort Collins Regarding Annual Water Allotments for Nonresidential Water Services, on First Reading.

The motion carried 6-0.

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

Item 1.

(Clerk's Note: Mayor Pro Tem Francis called for a break at 7:24 p.m. The meeting resumed at 7:36 p.m.)

18. Sanctuary on the Green Project Development Plan Appeal.

The purpose of this quasi-judicial item is to consider an appeal of the Hearing Officer's decision of July 24, 2024 with a July 28, 2024 supplement, approving the Sanctuary on the Green Project Development Plan, PDP210018.

The Appellants filed a Notice of Appeal on August 8, 2024, alleging:

- *That the Hearing Officer failed to conduct a fair hearing in that they **substantially ignored his previously established rules of procedure.***

The Appellants assert that the Applicant did not diligently pursue approval of their development application as required by Section 2.2.11 of the Land Use Code. The Appellants claim the development application for Sanctuary on the Green should have lapsed on April 17, 2024, as a result. The Appellants further argue that the City's changing interpretation of the lapse date for this development application demonstrated an improper bias benefitting the Applicant.

- *That the Hearing Officer failed to conduct a fair hearing in that they **considered evidence relevant to his findings which was substantially false or grossly misleading.***

The Appellants assert that: "The Hearing Officer relied largely on the Staff Report and a letter from the Applicant's lawyer when issuing his decision. Evidence that the plan is in compliance with NSP [Northwest Subarea Plan] is cherry-picked in both of these documents."

- *That the Hearing Officer failed to conduct a fair hearing in that they **failed to receive all relevant evidence offered by the Appellants.***

The Appellants assert that: "The City erred in failing to provide the Hearing Officer with 342 pages of public comment in advance of the July 15, 2024, hearing, creating an unfair hearing." The comments were received and publicly available, but city staff inadvertently did not directly forward those to the hearing officer until staff was made aware of the error.

- *That the Hearing Officer **failed to properly interpret and apply relevant provisions of the Land Use Code – specifically the following Land Use Code sections:***
 - *2.2.11 – Lapse*
 - *1.2.2 – Purpose*
 - *3.5.1 – Building and Project Compatibility*
 - *4.5(E) – Low Density Mixed-Use Neighborhood Development Standards*
 - *Northwest Subarea Plan*

Note: The Transitional Land Use Regulations apply to the project, because the project was submitted before May 17, 2024. All references in this AIS to "Land Use Code" or "LUC" refer to sections of the Transitional Land Use Regulations.

City Attorney Daggett provided an overview of the appeal hearing process.

STAFF PRESENTATION

Kim Meyer, Interim Director of Community Development and Neighborhood Services, provided an overview of the project location and proposed project for 212 residential units with an overall density of just over five units per acre. Meyer discussed the timeline and history of the project and detailed the appeal allegations related to the Hearing Officer's failure to conduct a fair hearing, consideration of substantially false or grossly misleading evidence, failure to receive all relevant evidence provided by the appellants, and failure to properly interpret and apply relevant provisions of the Land Use Code.

Mayor Pro Tem Francis asked Councilmembers to disclose what they observed during the site visit.

Councilmember Potyondy commented on observing the physical characteristics of the property which is bordered by existing neighborhoods, including a ditch and bike path, several trees, and the traffic on Taft Hill Road. She noted neighbors who attended the site visit commented on the history of the property and culture of the neighborhoods, which will be disregarded as they are ancillary to the purpose of this hearing.

Councilmember Gutowsky commented on observing various physical characteristics of the property.

Councilmember Ohlson stated he drove by the property sometime over the weekend trying to get the lay of the land. He noted he was alone and talked to no one.

Mayor Pro Tem Francis noted she has driven by the property numerous times and has ridden the bike path that borders the north side of the property.

Laura Larson, appellant, identified herself and stated she would be splitting time between herself and her attorney.

Andrew Pipes, attorney representing adjacent property owners, identified himself.

Kristin Decker, land use attorney representing the applicant, identified herself.

Sam Coutts, Ripley Design, part of the development team, identified himself.

David Pressler, CNA Companies, developer of the property, identified himself.

Tucker Hughey, Osmosis Architecture, part of the development team, identified himself.

Omar Lopez, part of the development team, identified himself.

Mayor Pro Tem Francis outlined the time allotments for presentations and rebuttals.

Kristin Decker requested a 30-minute presentation period. Council denied the request.

APPELLANT PRESENTATION

Laura Larson, Sanctuary Fields Neighborhood Network, requested Council adhere to the Land Use Code and Northwest Subarea Plan's prohibition against incompatible development and overturn the Hearing Officer's decision to approve this high-rise, high-density development next to single-family, single-story neighborhoods. Larson stated the Hearing Officer did not properly consider the guidance of the Northwest Subarea Plan regarding the Land Use Code requirement of compatible building mass, and instead based the decision on misrepresentations of the abutting

properties that were given by the developer. Additionally, Larson stated City staff failed to follow their own policies in numerous ways, including not providing over 340 pages of neighborhood input to the Hearing Officer prior to the hearing.

Item 1.

Larson stated nothing has changed with the plan since 2022 and this decision contradicts the same Hearing Officer's 2022 decision that found the proposal did not conform to the Northwest Subarea Plan. Larson also stated the Hearing Officer did not include consideration of the district court's written ruling in July of 2023 which centered on the predictability standard for property owners that was determined by the creation of the Northwest Subarea Plan and has been established as legal precedent in Colorado. Larson noted the Subarea Plan was codified as part of the Land Use Code when it was approved in 2006.

Larson stated City staff and the developer have misrepresented the developer's collaboration with neighbors in each public hearing. Additionally, Larson stated the Hearing Officer incorrectly stated in the ruling that the developer has responded to concerns by locating the three-story row houses only in the interior of the development, when the architectural design map shows the buildings next to single-story, single-family homes on the east and northwest sides of the site. Larson stated the development will increase traffic and pollution against the foothills and will reduce natural light to the existing properties.

Larson stated the Hearing Officer's decision was based on faulty and incomplete information, including misrepresentation of the homes abutting the site, misinterpretation of the development proposal's design, and lack of consideration of written comments submitted by neighbors and the public. Larson stated the plan was not properly vetted as to the compatibility standards laid out in the Northwest Subarea Plan, and City staff did not provide written input submitted by neighbors in a timely manner as dictated by their own policies for the Hearing Officer to properly consider the information before the decision deadline. Larson requested Council overturn the Hearing Officer's decision to approve the proposal.

Andrew Pipes, attorney for the appellant, stated the existing neighbors are substantially opposed to this proposal, which has not changed since 2021. Pipes commented on the definition of dwellings in the Land Use Code and stated the maximum height of a one-family dwelling, or single-family attached dwelling, in the Code, is two and a half stories. Pipes also discussed the location of the proposed three-story buildings on the site and stated the Northwest Subarea Plan states housing should be a maximum of two stories, with one story preferred. Additionally, Pipes commented on the application lapsing.

APPLICANT PRESENTATION

Kristin Decker, land use attorney for the applicant, stated the record provides evidence that the application did not lapse under Section 2.2.11 of the Land Use Code and that established rules of procedure were followed. Additionally, Decker stated the Hearing Officer did receive the three hundred plus pages of public comment which is clearly incorporated in the decision. Decker noted the applicant requested an administrative interpretation of the height standard and utilized that interpretation in the design of the project. Additionally, Decker noted the Code requires an administrative interpretation be appealed to the Zoning Board of Appeals within 14 days of the interpretation, which was made in July of 2018.

Sam Coutts, Ripley Design, stated there is no evidence in the record to support that any of the claims are substantially misleading or false. Coutts stated the Northwest Subarea Plan was analyzed on a chapter-by-chapter basis by the applicants and the project was found to be in compliance with the Plan. Coutts outlined the changes that have been made to the project proposal over time and discussed compatibility standards, which he noted extend well beyond just building height.

Larson stated the applicant's presentation repeated the point of the appeal and compared three-story homes to two-story homes that do not abut the property. Larson reiterated that the homes that do abut the property are single-story homes. Additionally, Larson stated the original plan to include an assisted living facility was found to be illegal as it was in the floodplain; therefore, that change was not an accommodation to the neighborhood. Larson also stated the applicant removed the multi-family component of the project to avoid a Type II hearing with the Planning and Zoning Commission.

Larson stated it is nearly impossible for a Hearing Officer who has not visited the site and is unfamiliar with the community to recognize the complexities of the area.

Pipes commented on the passion held by the neighborhood around this development and stated the character and feel of the project do not match the existing neighborhood. Pipes reiterated the neighbors are not opposed to development but want a development that comports with the Subarea Plan and keeps the general look and feel of the neighborhood.

Pipes stated the residents did not feel heard by the Hearing Officer and commented on the 14-day time period during which an appeal of an administrative interpretation must occur stating that is an unreasonable request of community members. Pipes stated there have been no substantive changes to the plan since 2019 and reiterated the single-story nature of the surrounding properties.

APPLICANT REBUTTAL

Coutts discussed the project's transition of height and density and stated the senior living facility that was originally included in the plan was assuming the floodplain issues would be mitigated via a City project. Additionally, Coutts stated the project was determined to have met all applicable Land Use Code criteria by the Hearing Officer, and the Hearing Officer stated the Northwest Subarea Plan lacks sufficient guidance or standards on which to deny the project.

David Pressler commented on the changes that have been made to the project in response to neighborhood requests and stated the only two items of contention that remain are density and the three-story product. Pressler stated that since 2019, the project has removed 87 multi-family units, reoriented buildings to provide an increased natural habitat buffer zone and open space, decreased the height of 36 of the three-story units to two stories, and decreased ten of the two-story attached units to single story. Pressler stated any further reduction in the number of units or product types would not be allowed under the LMN zoning requirements or feasible to provide affordable housing price points.

COUNCIL QUESTIONS

Councilmember Pignataro noted the project lapsing was not discussed at the original hearing and, therefore, wondered if that was and appealable issue. City Attorney Daggett replied an issue can be raised on appeal that was not raised in front of the Hearing Officer, though it is challenging as the evidence related to the issue is slim.

Councilmember Potyondy asked staff if the project application lapsed. Frickey replied the application did not lapse.

(Clerk's Note: Mayor Pro Tem Francis called for brief break at this point in the meeting to deal with technical issues.)

Councilmember Ohlson requested clarification as to the size of the site and amount of open space. Frickey replied the developed area acreage includes some elements of common space and the 29.73-acre number is the developable area once the natural habitat buffer zones and streets are

netted out. Councilmember Ohlson stated grass between buildings is not generally considered open space.

Item 1.

Councilmember Ohlson asked if the new Land Use Code addresses building height in feet, not stories. Frickey replied in the affirmative and stated the new Code should be clearer.

Larson stated the applicant has clearly stated five feet of fill will be needed to bring the property out of the floodplain, which is why the building will be 45 feet tall from the ground height of her property.

Councilmember Canonico asked if height compatibility is based on the entire area or just abutting properties. Frickey replied staff generally consider compatibility first based on abutting properties then on the broader area.

Councilmember Gutowsky requested additional information on the reduction in density. Pressler replied the original 2018 proposal included 371 dwelling units. In 2019, the plan had 268 units and removed the senior living facility. The final change in 2021 removed the multi-family component and reduced the number of units to 212.

Councilmember Gutowsky asked if height was reduced. Pressler confirmed some of the buildings were decreased in height.

Councilmember Gutowsky asked if there is a reason why there are so many three-story buildings that all seem to be along Taft Hill Road and not in the center of the development. Pressler replied there are standards related to the adjacency of different building footprints and models and stated the end caps have been reduced in height on any buildings that are closest to adjacent neighborhoods; however, the theme of the plan is to gain some density moving east closer to downtown.

Councilmember Gutowsky stated the existing homes in the surrounding neighborhoods are all single-story and the project seems incompatible with the rural edge guidelines. Frickey noted the rural edge guidelines do not apply to this area of the Subarea Plan and only apply to the Residential Foothills and Urban Estate zone districts, not to the Low-Density, Mixed-Use zone district, which is what is assigned to this property.

Councilmember Gutowsky stated this is a rural and very iconic area and disagreed that the project is compatible. Frickey clarified that section of the Subarea Plan does not apply; the remainder of the Plan is relevant.

COUNCIL DISCUSSION

Mayor Pro Tem Francis provided a reminder that Council's role is to consider whether the Hearing Officer correctly applied the Land Use Code and conducted a fair hearing.

Councilmember Pignataro thanked staff, the appellant, and the applicant for their preparation. In terms of the fair hearing issue, she stated she does not see there was a lapse for several reasons. She commended the Hearing Officer's report and stated she did not believe substantially false or grossly misleading information was considered. Councilmember Pignataro also noted the Hearing Officer provided a two-page supplemental finding after considering the three hundred plus pages of public comments which made it clear why those comments did not change his ruling.

Councilmember Potyondy concurred with Councilmember Pignataro regarding the fair hearing issue and stated the Hearing Officer was thorough and had a good understanding of the information presented.

Councilmember Canonico also concurred and stated the concern about a lapse was well explained and captured in the record as was the issue of compatibility.

Councilmember Ohlson agreed there was a fair hearing, but stated it is a gray area for him.

Item 1.

Councilmember Gutowsky agreed there was a fair hearing; however, there is much more to appeals, including the human element, though Council cannot let this interfere with the strict interpretation of what they are looking at. Councilmember Gutowsky commented on the iconic nature of the area and noted residents have dealt with flooding issues for decades as they love living there. She commended the neighbors for their passion and the work they have done up to this point.

Mayor Pro Tem Francis agreed there was a fair hearing, there was not a lapse, and the information provided was not misleading.

Councilmember Pignataro moved, seconded by Councilmember Potyondy, that Council find that the Hearing Officer conducted a fair hearing in consideration of the project development plan for Sanctuary on the Green, PDP210018, because the Hearing Officer did not ignore previously established rules of procedure, the Hearing Officer did not consider evidence relevant to his decision that was substantially false or grossly misleading, and the Hearing Officer did not improperly fail to receive all relevant evidence offered by the appellants.

The motion passed 6-0.

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

Nays: none.

Councilmember Ohlson stated this turned out to be a much closer call for him than he anticipated and commented on the hard work that went into developing the Northwest Subarea Plan, with which he stated the project is incompatible given the building heights. He stated there are many positives with the development; however, at this point, he stated he would vote to support the appeal.

Councilmember Pignataro commented on the Hearing Officer's statements and the applicants' representation of the project's compliance with the Northwest Subarea Plan. She commended the plan and the concessions that have been made for the neighbors and to ensure the Subarea Plan applied. She noted the Hearing Officer's report included four pages as to how the proposal meets the 15 purposes of the Land Use Code.

Councilmember Potyondy stated the Hearing Officer's report provided a robust explanation of things like building height, the Land Use Code expectations, and compliance with the Northwest Subarea Plan; therefore, she stated he appropriately interpreted the Code.

Councilmember Canonico concurred and thanked the applicants for attempting to work with neighbors to make the development more compatible. She stated the Hearing Officer made the correct decision.

Councilmember Gutowsky stated the footprint of the development is too large and questioned whether the Hearing Officer had enough understanding of the details. She stated the Subarea Plan was developed to provide protections for an area so residents know the integrity of the neighborhoods will be maintained when development occurs and stated approving this project would lead to residents questioning whether they could trust that subarea plans will be followed in the future. Councilmember Gutowsky expressed concern with the fact that the Hearing Officer did not have complete information prior to making an initial decision.

Mayor Pro Tem Francis agreed the Land Use Code was properly applied and stated the content for the Subarea Plan is for a large area of the City and the applicable sections were incorporated into the project. Item 1.

Councilmember Pignataro moved, seconded by Councilmember Canonico, that the Hearing Officer properly interpreted and applied the requirements of the Land Use Code on each of the interpretation application grounds for appeal, and further to uphold the Hearing Officer's approval of the project development plan.

The motion passed 4-2.

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

P) RESUMED PUBLIC COMMENT (if applicable)

Q) OTHER BUSINESS

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

N/A.

OB 2. Consideration of a Motion to Reschedule the Regular meeting scheduled for Tuesday, November 5, 2024 to Monday, November 4, 2024:

Councilmember Pignataro moved, seconded by Councilmember Canonico, that in accordance with Section 2-28 of the City's Municipal Code, to change the date for the first regular Council meeting in November to Monday, November 4, 2024, due to the national election being held on Tuesday, November 5.

The motion passed 6-0.

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

OB 3. Consideration of a Motion to Call a Special Meeting on Wednesday, November 6, 2024:

Councilmember Pignataro moved, seconded by Councilmember Potyondy, that in accordance with Section 2-29 of the City's Municipal Code, that Council call a Special Meeting to be held at on November 6, 2024, at 300 Laporte Avenue, in Council Chambers, starting at 6:00 p.m., for the purpose of hearing the Rescue Mission appeals.

The motion passed 6-0.

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

R) ADJOURNMENT

Item 1.

There being no further business before the Council, the meeting was adjourned at 9:44 p.m.

Mayor Pro Tem

ATTEST:

City Clerk

DRAFT

File Attachments for Item:

2. Second Reading of Ordinance No. 142, 2024, Appropriating Philanthropic Revenue Received by City Give in 2024 and Prior Year Reserves for Various Programs and Services as Designated by the Donors.

This Ordinance, unanimously adopted on First Reading on October 15, 2024, appropriates \$53,890 in philanthropic revenue received by City Give. These miscellaneous gifts to various City departments support a variety of programs and services and are aligned with both the City's strategic priorities and the respective donors' designation.

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

November 4, 2024

AGENDA ITEM SUMMARY

City Council



STAFF

Nina Bodenhamer, City Give Director

SUBJECT

Second Reading of Ordinance No. 142, 2024, Appropriating Philanthropic Revenue Received by City Give in 2024 and Prior Year Reserves for Various Programs and Services as Designated by the Donors.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on October 15, 2024, appropriates \$53,890 in philanthropic revenue received by City Give. These miscellaneous gifts to various City departments support a variety of programs and services and are aligned with both the City's strategic priorities and the respective donors' designation.

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

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

BACKGROUND / DISCUSSION

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

The City received several individual philanthropic donations totaling \$53,890 to support various departments, and these funds are currently unappropriated. As acknowledged by Section 2.5 of the City's Fiscal Management Policy 2-revenue approved by City Council, the City Manager has adopted the Philanthropic Governance Policy to provide for the responsible and efficient management of charitable donations to the City.

This item requests appropriation of \$53,890 in philanthropic revenue received by City Give as follows:

Adaptive Recreation received a \$25,000 award from Move United. Move United, in partnership with The Hartford, strives to get more people off the sidelines and increase participation in adaptive sports by making adaptive sports and equipment more accessible to youth and adults with disabilities.

Gifts totaling \$15,000 were awarded to the Parks designated as tribute giving; charitable gifts totaling \$7,165 in support of the Payment Assistance Fund; gifts totaling \$4,300 for Recreation, including a gift of \$3,300 from First United Methodist Church in support of City Park Pool Rainbow Swim; and, individual gifts totaling \$2,425 were awarded to Visual Arts at the Lincoln Center, Conflict Transformation, NextGen, Volunteer Services, and Veterans Plaza of NoCo.

The respective donors have directed the City to use these generous donations for designated purposes within and for the benefit of City service areas and programs.

CITY FINANCIAL IMPACTS

This Ordinance will appropriate \$47,775.00 in new philanthropic revenue received in 2024 and \$6,115.00 of charitable gifts from prior year reserves received by City Give for various City departments to support a variety of programs and services.

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

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

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

First Reading attachments not included.

- 1. Ordinance for Consideration

ORDINANCE NO. 142, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROPRIATING PHILANTHROPIC REVENUE RECEIVED BY
CITY GIVE IN 2024 AND PRIOR YEAR RESERVES FOR
VARIOUS PROGRAMS AND SERVICES AS DESIGNATED BY
THE DONORS

A. The City of Fort Collins has long been the beneficiary of local philanthropy. Generosity is demonstrated in both large and modest gifts, each appreciated for its investment in the mission and the range of services the City strives to deliver.

B. The City has received \$53,890 in philanthropic gifts that require appropriation by City Council. These gifts are: \$25,000 for Adaptive Recreation from Move United; \$15,000 for Parks from tribute gifts; \$7,165 to support the Payment Assistance Fund; \$4,300 for Recreation, including a gift of \$3,300 from First United Methodist Church in support of City Park Pool Rainbow Swim; and, individual gifts totaling \$2,425 for Visual Arts at the Lincoln Center, Conflict Transformation, NextGen, Volunteer Services, and Veterans Plaza of NoCo.

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

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

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

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

G. The City Manager has recommended the appropriations described in Sections 2 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 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.

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

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

Section 1. There is hereby appropriated from the following funds these amounts of philanthropic revenue received in 2024 to be expended as designated by the donors in support of the various City programs and services as described herein.

General Fund	\$	15,875
Cultural Services & Facilities Fund	\$	1,500
Recreation Fund	\$	28,300
Light & Power Fund	\$	2,100

Section 2. 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 herein.

Neighborhood Parkland Fund	\$	50
Recreation Fund	\$	1,000
Light & Power Fund	\$	5,065

Section 3. The appropriation herein for the Light and Power donation is hereby designated, as authorized in Article V, Section 11 of the City Charter, as an appropriation that shall not lapse at the end of this fiscal year but until the earlier of the expiration of the donation or the City’s expenditure of all funds received from such or donation.

Introduced, considered favorably on first reading on October 15, 2024, and approved on second reading for final passage on November 4, 2024.

Mayor

ATTEST:

City Clerk

Effective Date: November 14, 2024
Approving Attorney: Ted Hewitt

File Attachments for Item:

3. Second Reading of Ordinance No. 143, 2024, Making Supplemental Appropriations and Authorizing Transfers of Appropriations for Various Transit Services Grants and Revenue.

This Ordinance, unanimously adopted on First Reading on October 15, 2024, appropriates grant revenue and the corresponding local match for Transfort.

November 4, 2024

AGENDA ITEM SUMMARY

City Council



STAFF

Monica Martinez, FP&A Manager

SUBJECT

Second Reading of Ordinance No. 143, 2024, Making Supplemental Appropriations and Authorizing Transfers of Appropriations for Various Transit Services Grants and Revenue.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on October 15, 2024, appropriates grant revenue and the corresponding local match for Transfort.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading

BACKGROUND / DISCUSSION

Yearly Transfort Reconciliation Process

The City's Budgeting for Outcomes ("BFO") cycle requires that revenue be projected up to three years in advance of actual receipt of revenue. For Transfort, this means that yearly Federal Transit Administration ("FTA") grants such as the main Federal Formula Funds for urbanized areas/5307 operational grant and the Federal Formula Funds for enhanced mobility of senior and individuals with disabilities/5310 grant, are projected using estimates based on prior year amounts, anticipated trends, or anticipated changes to the federal funding bill. Confirmed award amounts for each grant then typically become available in the spring of the award year. Due to this timing, Transfort will require a yearly reconciliation process that appropriates confirmed award amounts for grants used to reimburse that City fiscal year's ("FY") expenses. This supplemental appropriation will update award amounts for 5307 and 5310 grant amounts. Notably, the amount to be appropriated for the FTA's FY23 5307 represents the entirety of the grant. This grant had previously been anticipated for use during the 2025/2026 BFO cycle but will now be used for the 2024 City fiscal year. This places Transfort on a healthy reimbursement track, wherein one 5307 operational grant is used per year and the associated FTA grant year will lag one year behind the City fiscal year in which the City requests reimbursement.

Additionally, the proposed supplemental appropriation will appropriate the award amount for CDOT FY24 FASTER (Funding Advancements for Surface Transportation and Economic Recovery Act of 2009) operational grant funds and move all grant and local match funds into a corresponding grant business unit.

Transfort Budget Update

Transfort’s 2024 operational budget is currently appropriated to \$22,300,000. This includes the \$1,200,000 in 2050 Tax that was approved during the 2024 Mini-BFO process. At this time, it is anticipated that to end the year at current service levels Transfort will need an additional appropriation of \$1,300,000. This additional appropriation will be funded by approximately \$900,000 in grant revenue that is available due to award amounts increasing significantly since initial budget estimates. This is part of the FY23 5307 grant appropriation discussed above. The remaining \$400,000 will be funded by unanticipated grant revenue from prior year reimbursements.

The main drivers in expense increases are listed below:

- 1) \$250,000: 2023 hourly bus operator conversions and the addition of a transit supervisor position. These increases were made once staff identified the availability of grant funding in both 2023 and 2024 due to low budget projections;
- 2) \$350,000: increases to vehicle repair services costs including and \$85,000 for repair on a bus damaged three years ago;
- 3) \$200,000: snow removal costs;
- 4) \$400,000: bus-stop-to-bus-stop gap coverage, due to ongoing discontinued service on routes 11 and 12; and
- 5) \$100,000: contingency

It is anticipated the 2050 tax portion of Transfort’s budget will see savings of approximately \$600,000. This is because the appropriated budgets represented a full year of expenses, while the necessary updates to salaries were not effective until July 2024. As the mini-BFO offers outlined specific costs intended for the 2050 tax, staff intends for unused funds to drop back into 2050 reserves instead of allowing them to fund other Transfort operational expenses.

CITY FINANCIAL IMPACTS

Funds to Appropriated	
FY23 5307 – Grant	\$4,402,305
FY20 5310 - Grant	\$37,153
FY22 5310 - Grant	\$73,000
FY24 FASTER – Grant (<i>new funds</i>)	\$300,000
FY23 5307 – Local Match (<i>previously appropriated, transfer into non-lapsing budget</i>)	\$3,613,897
FY20 5310 – Local Match Unanticipated Revenue	\$44,316
FY22 5310 – Local Match Unanticipated Revenue	\$34,524
FY24 FASTER – Local Match Unanticipated Revenue	\$300,000
290 Unanticipated Revenue	\$400,000

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

This was supported at the October 3, 2024, Council Finance Committee Meeting

PUBLIC OUTREACH

None.

ATTACHMENTS

First Reading attachments not included.

1. Ordinance for Consideration

ORDINANCE NO. 143, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
MAKING SUPPLEMENTAL APPROPRIATIONS AND
AUTHORIZING TRANSFERS OF APPROPRIATIONS FOR
VARIOUS TRANSIT SERVICES GRANTS AND REVENUE

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

B. For Transfort, this means annual Federal Transit Administration (FTA) grant amounts must be projected using estimates based on historical federal apportionments, anticipated trends, or anticipated changes to the federal funding bill.

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

D. Due to this timing, Transfort requires a yearly reconciliation process that appropriates confirmed award amounts for grants used to reimburse that City fiscal year's expenses.

E. This supplemental appropriation will update award amounts for the annual FTA Federal Formula Funds for urbanized areas (5307 funds) and Federal Formula Funds for enhanced mobility of seniors and individuals with disabilities (5310 funds), which will be used to support various Transfort operations.

F. This Ordinance requests appropriation of the entire \$4,402,305 of grant revenue from the FTA's FY23 5307 funds to be used for the 2024 City fiscal year ("FY"), which will place Transfort on a healthy reimbursement track wherein one 5307 operational grant is used per year and that FTA grant year is lagged one year behind the City fiscal year requesting reimbursement.

G. The 5307 funds require a local match of \$3,613,897, which was previously appropriated into the Transfort Operations Lapsing Budget and this Ordinance requests transfer into the Transfort Operations Non-lapsing Budget.

H. This Ordinance requests appropriation of \$37,153 of grant revenue from the FTA's FY20 5310 funds with a local match of \$44,316, and \$73,000 of grant revenue from the FTA's FY22 5310 funds with a local match of \$34,524, to be used for the 2024 City fiscal year.

I. All the U.S. Department of Transportation Formula Grant Funding funds above are pursuant to the annual Certifications and Assurances for F1'A Assistance Programs executed by the City Manager and then individual grant agreements following a process established in Resolution 2011-111, adopted on December 20, 2011, for FTA grants.

J. This Ordinance requests appropriation of \$300,000 of unanticipated grant revenue from Colorado Department of Transportation FASTER (Funding Advancements for Surface Transportation and Economic Recovery Act of 2009) Capital Funds, with a local match of \$300,000, to support Transfort FLEX service.

K. Transfort's 2024 operational budget is currently appropriated to \$22,300,000.

L. To end the year at current service levels, Transfort is anticipated to need an additional appropriation of \$1,300,000, due to 2023 hourly bus operator conversions and the addition of a transit supervisor position, increases to vehicle repair services costs, increased snow removal costs due, the loss of Transfort's advertising contract, discontinued service on routes 11 and 12, and contingency costs.

M. A portion of these additional anticipated budget needs will be funded by approximately \$900,000 in grant revenue from the FY23 5307 grant appropriation.

N. To fund the remaining portion of Transfort's additional anticipated budget needs, this Ordinance requests appropriation of \$400,000 in unanticipated grant revenue from prior year reimbursements.

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

P. 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.

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

R. 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.

S. The City Manager has recommended the transfer of \$3,613,897 from the Transfort Operations Lapsing Budget in the Transit Fund to the Transfort Non-Lapsing Operations in the Transit Services Fund and determined that the purpose for which the transferred funds are to be expended remains unchanged.

T. 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.

U. The City Council wishes to designate the appropriation herein for Various Grants listed in Agenda Item Summary as an appropriation that shall not lapse the earlier of the expiration of the grant or the City's expenditure of all funds received from such grant.

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

Section 1. There is hereby appropriated from new revenue or other funds in the Transit Services Fund the sum of FIVE MILLION FIVE HUNDRED NINETY-ONE THOUSAND TWO HUNDRED NINETY-EIGHT DOLLARS (\$5,591,298) to be expended in the Transit Services Fund for Various Transfort Operations.

Section 2. The unexpended and unencumbered appropriated amount of THREE MILLION SIX HUNDRED THIRTEEN THOUSAND EIGHT HUNDRED NINETY-SEVEN DOLLARS (\$3,613,897) is authorized for transfer from the Transfort Operations Lapsing Budget in the Transit Services Fund to the Transfort Operations Non-Lapsing Budget in the Transit Services Fund and appropriated therein to be expended for Various Transfort Operations.

Section 3. The appropriation herein for Transfort Various Operations 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 City's expenditure of all funds received from such grant and appropriation.

Introduced, considered favorably on first reading on October 15, 2024 and approved on second reading for final passage on November 4, 2024.

Mayor

ATTEST:

City Clerk

Effective Date: November 14, 2024
Approving Attorney: Madelene Shehan

File Attachments for Item:

4. Second Reading of Ordinance No. 144, 2024, Making a Supplemental Appropriation of Grant Funds from the Edward Byrne Memorial Justice Grant Program for Fort Collins Police Services.

This Ordinance, unanimously adopted on First Reading on October 15, 2024, supports Fort Collins Police Services in work performed as a member of the Northern Colorado Drug Task Force.

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

Larimer County applied for and was awarded \$50,647 through the Edward Byrne Memorial Justice Assistance Grant (JAG) program in support of operating the Northern Colorado Drug Task Force (Attachment 3). The City of Fort Collins, City of Loveland and Larimer County entered an intergovernmental agreement (Attachment 2), demonstrating the allocation of the \$50,647 awarded under JAG in support of the Northern Colorado Drug Task Force. Fort Collins Police Services received \$15,807 to support personnel costs and other operating costs directly attributed to the Northern Colorado Drug Task Force.

November 4, 2024

AGENDA ITEM SUMMARY

City Council



STAFF

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

SUBJECT

Second Reading of Ordinance No. 144, 2024, Making a Supplemental Appropriation of Grant Funds from the Edward Byrne Memorial Justice Grant Program for Fort Collins Police Services.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on October 15, 2024, supports Fort Collins Police Services in work performed as a member of the Northern Colorado Drug Task Force.

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

Larimer County applied for and was awarded \$50,647 through the Edward Byrne Memorial Justice Assistance Grant (JAG) program in support of operating the Northern Colorado Drug Task Force (Attachment 3). The City of Fort Collins, City of Loveland and Larimer County entered an intergovernmental agreement (Attachment 2), demonstrating the allocation of the \$50,647 awarded under JAG in support of the Northern Colorado Drug Task Force. Fort Collins Police Services received \$15,807 to support personnel costs and other operating costs directly attributed to the Northern Colorado Drug Task Force.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

BACKGROUND / DISCUSSION

The Northern Colorado Drug Task Force comprised of members from Larimer County Sheriff Office, Fort Collins Police Services and Loveland Police Department supports safer Northern Colorado communities through work to prevent and control drug-related crimes. Sworn officers with each member agency serve on the drug task force, which requires overtime pay and other operating costs. The \$15,807 in JAG grant funds supports Fort Collins Police Services covering some of the operational costs incurred as a member of the Northern Colorado Drug Task Force.

CITY FINANCIAL IMPACTS

This item appropriates \$15,807 in unanticipated revenue from the JAG program in support of worked performed by Police Services as a member of the Northern Colorado Drug Task Force.

There is no match requirement by the City under this grant. Larimer County, the direct recipient of these federal funds, is passing the \$15,807 to Police Services. Therefore, the City is deemed a subrecipient of federal funds under the JAG program.

This grant is a reimbursement type grant, meaning General Fund expenses will be reimbursed up to \$15,807.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

First Reading attachments not included.

1. Ordinance for Consideration

ORDINANCE NO. 144, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
MAKING A SUPPLEMENTAL APPROPRIATION OF GRANT
FUNDS FROM THE EDWARD BYRNE MEMORIAL JUSTICE
ASSISTANCE GRANT PROGRAM FOR FORT COLLINS POLICE
SERVICES

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

B. Larimer County applied for and was awarded \$50,647 through the Edward Byrne Memorial Justice Assistance Grant (“JAG”) program in support of operating the Drug Task Force.

C. The City of Fort Collins, City of Loveland, and Larimer County have entered into an intergovernmental agreement demonstrating the allocation of the \$50,647 awarded under JAG in support of the Drug Task Force. Fort Collins Police Services received \$15,807 to support personnel costs and other operating costs directly attributed to the Drug Task Force.

D. The \$15,807 in JAG grant funds supports Fort Collins Police Services covering some of the operational costs incurred as a member of the Drug Task Force.

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

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

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

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

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

I. The City Council wishes to designate the appropriation herein for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program as an appropriation that shall not lapse until the earlier of the expiration of the grant or the City’s expenditure of all funds received from such grant.

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

Section 1. There is hereby appropriated from new revenue or other funds in the General Fund the sum of FIFTEEN THOUSAND EIGHT HUNDRED SEVEN DOLLARS (\$15,807) to be expended in the General Fund for the Fort Collins Police Services Property Crimes Unit.

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

Introduced, considered favorably on first reading on October 15, 2024, and approved on second reading for final passage on November 4, 2024.

Mayor

ATTEST:

City Clerk

Effective Date: November 14, 2024
Approving Attorney: Dawn Downs

File Attachments for Item:

5. Second Reading of Ordinance No. 145, 2024, Making Supplemental Appropriations for Projects Funded Through the Safe Streets and Roads for All Grant Program.

This Ordinance, unanimously adopted on First Reading on October 15, 2024, supports FC Moves in expanding on the City's current Active Modes Plan and Vision Zero Plan, specifically through a:

- Bikeway study that serves to identify specific safety concerns and potential countermeasures, and to understand feasibility and network impacts of lane reductions on the arterial network.
- Demonstration activity that tests the effectiveness of temporary vertical protection along Centre Avenue, between Centre Drive/Bay Drive and Worthington Circle, to inform future projects citywide.

FC Moves in collaboration with Traffic Operations, Engineering, and Streets applied to the Federal Highway Administration's Fiscal Year 2023 (FY23) Safe Streets and Roads for All (SS4A) grant program, seeking funds in support of the bikeway study that includes (1) public and stakeholder engagement to understand barriers to active transportation on the corridors bounded by College Avenue, Horsetooth Road, Overland Trail and Laporte Avenue; (2) corridor safety audits to identify crash patterns and infrastructure that reduce the risk of bike and pedestrian crashes; and (3) data analysis and countermeasure selection. In addition, funds in support of the demonstration activity that include installation of temporary flexible posts and curbing along Centre Avenue, and associated data collection were requested under the FY23 SS4A grant program.

In support of funding the required 20% match under the FY23 SS4A grant program, FC Moves requested matching funds under the Colorado Department of Local Affairs Local Match (LOMA) grant program.

Both the Federal Highway Administration and Colorado Department of Local Affairs (DOLA) responded favorably to the requests for funds, with \$964,480 being awarded under the FY23 SS4A grant program and \$241,120 being awarded under DOLA's LOMA grant program. Total project costs for both the bike study and demonstration activity, totaling \$1,205,600, are funded in full through these grant awards from the FY23 SS4A grant program and DOLA's LOMA grant program.

The Resolution for consideration will authorize the Mayor to sign the Intergovernmental Agreement (IGA) with the Federal Highway Administration to receive grant funding to support the bike study and the demonstration activity.

As demonstrated by the LOMA grant agreement (Attachment 3) by accepting the LOMA funding from DOLA, the City agrees to all terms and conditions, including use of the \$241,120 as non-federal match to the FY23 SS4A grant.

The Ordinance for consideration will appropriate the \$964,480 in federal funds from the FY23 SS4A grant program and \$241,120 in state funds from the LOMA grant program.

November 4, 2024

AGENDA ITEM SUMMARY

City Council



STAFF

Dana Hornkohl, Director, Civil Engineering
 Cortney Geary, Manager, FC Moves
 Kerri Ishmael, Senior Analyst, Grants Administration

SUBJECT

Second Reading of Ordinance No. 145, 2024, Making Supplemental Appropriations for Projects Funded Through the Safe Streets and Roads for All Grant Program.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on October 15, 2024, supports FC Moves in expanding on the City's current Active Modes Plan and Vision Zero Plan, specifically through a:

- Bikeway study that serves to identify specific safety concerns and potential countermeasures, and to understand feasibility and network impacts of lane reductions on the arterial network.
- Demonstration activity that tests the effectiveness of temporary vertical protection along Centre Avenue, between Centre Drive/Bay Drive and Worthington Circle, to inform future projects citywide.

FC Moves in collaboration with Traffic Operations, Engineering, and Streets applied to the Federal Highway Administration's Fiscal Year 2023 (FY23) Safe Streets and Roads for All (SS4A) grant program, seeking funds in support of the bikeway study that includes (1) public and stakeholder engagement to understand barriers to active transportation on the corridors bounded by College Avenue, Horsetooth Road, Overland Trail and Laporte Avenue; (2) corridor safety audits to identify crash patterns and infrastructure that reduce the risk of bike and pedestrian crashes; and (3) data analysis and countermeasure selection. In addition, funds in support of the demonstration activity that include installation of temporary flexible posts and curbing along Centre Avenue, and associated data collection were requested under the FY23 SS4A grant program.

In support of funding the required 20% match under the FY23 SS4A grant program, FC Moves requested matching funds under the Colorado Department of Local Affairs Local Match (LOMA) grant program.

Both the Federal Highway Administration and Colorado Department of Local Affairs (DOLA) responded favorably to the requests for funds, with \$964,480 being awarded under the FY23 SS4A grant program and \$241,120 being awarded under DOLA's LOMA grant program. Total project costs for both the bike study and demonstration activity, totaling \$1,205,600, are funded in full through these grant awards from the FY23 SS4A grant program and DOLA's LOMA grant program.

The Resolution for consideration will authorize the Mayor to sign the Intergovernmental Agreement (IGA) with the Federal Highway Administration to receive grant funding to support the bike study and the demonstration activity.

As demonstrated by the LOMA grant agreement (Attachment 3) by accepting the LOMA funding from DOLA, the City agrees to all terms and conditions, including use of the \$241,120 as non-federal match to the FY23 SS4A grant.

The Ordinance for consideration will appropriate the \$964,480 in federal funds from the FY23 SS4A grant program and \$241,120 in state funds from the LOMA grant program.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

BACKGROUND / DISCUSSION

Resolution for Grant Agreement with the Federal Highway Administration

The Resolution for consideration, provided in **Attachment 1**, authorizes the Mayor to execute an IGA with the Federal Highway Administration (Attachment 2) to secure the SS4A grant funding in support of the bike study and demonstration activity. The City is required to contribute \$241,120 in matching funds to accept the SS4QA grant. Funds awarded through DOLA's LOMA grant program comprise the matching funds, as presented in the LOMA grant agreement provided in **Attachment 3**.

Ordinance for Making Supplemental Appropriations

The Ordinance for consideration, provided in **Attachment 4**, includes the following actions:

- Appropriate \$964,480 of unanticipated grant revenue from the FY23 SS4A program and
- Appropriate \$241,120 of unanticipated grant revenue from the LOMA grant program for use as non-federal match for the FY23 SS4A grant

CITY FINANCIAL IMPACTS

This item appropriates \$1,205,600 in costs to support the bike study and demonstration activity to further inform and expand on the City's Actives Modes Plan and Vision Zero Plan. Specifically:

- \$964,480 of unanticipated grant revenue from the FY23 SS4A program, and
- \$241,120 of unanticipated grant revenue from the LOMA grant program.

Both the FY23 SS4A award from the Federal Highway Administration and LOMA award from DOLA are reimbursement type awards, meaning Capital Projects Fund expenses will be reimbursed up to \$1,205,600.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

First Reading attachments not included.

1. Ordinance for Consideration

ORDINANCE NO. 145, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
MAKING SUPPLEMENTAL APPROPRIATIONS FOR PROJECTS
FUNDED THROUGH THE SAFE STREETS AND ROADS FOR
ALL GRANT PROGRAM

A. FC Moves in collaboration with Traffic Operations, Engineering, and Streets applied to the Federal Highway Administration's Fiscal Year 2023 (FY23) Safe Streets and Roads for All (SS4A) grant program to support FC Moves in expanding on the City's current Active Modes Plan (to achieve 50% active mode share and eliminate active modes traffic deaths and serious injuries by 2032) and Vision Zero Plan (to eliminate traffic deaths or serious injuries by 2032), specifically through a bikeway study and demonstration activity. The projects made possible by this grant also align with the City's adopted Our Climate Future Plan initiative to reduce greenhouse gas emissions by 80% relative to 2005 levels by 2030.

B. The bikeway study will identify specific safety concerns and potential countermeasures to gain understanding of the feasibility and network impacts of lane reductions on the arterial network and will include:

- a. Public and stakeholder engagement to understand barriers to active transportation on the corridors bounded by College Avenue, Horsetooth Road, Overland Trail, and Laporte Avenue;
- b. Corridor safety audits to identify crash patterns and infrastructure that reduces the risk of bike and pedestrian crashes; and
- c. Data analysis and countermeasure selection.

C. The demonstration activity will test the effectiveness of temporary vertical protection, flexible posts and curbing, along Centre Avenue, between Centre Drive/Bay Drive and Worthington Circle.

D. Information from the study and data from the demonstration activity will inform future projects citywide.

E. The FY23 SS4A grant program requires a 20% non-federal match. FC Moves requested matching funds under the Colorado Department of Local Affairs (DOLA) Local Match (LOMA) grant program.

F. Both the Federal Highway Administration and DOLA responded favorably to the requests for funds, with \$964,480 being award under the FY23 SS4A grant program for the City's application titled "Fort Collins Citywide Arterial Street Low Stress Bike Network" and \$241,120 being awarded under DOLA's LOMA grant program for the City's application project titled "High Injury Network." The total of the two grants, \$1,205,600, is anticipated to fully fund the project costs for both the bike study and demonstration activity.

G. The Federal Highway Administration has proposed an intergovernmental agreement (“IGA”) to enable the City to receive grant funding to support the bike study and the demonstration activity.

H. The LOMA grant award provides that by accepting the LOMA funding from DOLA, the City agrees to all terms and conditions of that grant, including use of the \$241,120 as non-federal match to the FY23 SS4A grant.

I. This Ordinance will appropriate the \$964,480 in federal funds from the FY23 SS4A grant program and \$241,120 in state funds from the LOMA grant program.

J. Both the FY23 SS4A award from the Federal Highway Administration and LOMA award from DOLA are reimbursement type awards, meaning Capital Projects Fund expenses will be reimbursed up to \$1,205,600.

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

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

M. Article V, Section 11 of the City Charter authorizes the City Council to designate in the ordinance when appropriating funds for federal, state and private grants and donations that such funds shall not lapse until the until the earlier of the expiration of the federal, state or private grant or donation or the city's expenditure of all funds received from such grant or donation.

N. The City Council wishes to designate the appropriations herein for the FY23 SS4A grant and the DOLA LOMA grant as appropriations that 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 grants or the city's expenditure of all funds received from the grants.

O. City Code Section 23-304 requires construction projects estimated to cost more than \$250,000 to include an amount equal to one percent (1%) of the estimated cost of such project for works of art. The projects made possible through the grants in this Ordinance may involve construction estimated to cost more than \$250,000, but all of the funds appropriated in this Ordinance are ineligible for such purposes due to restrictions placed on them by the Federal Highway Administration and DOLA, the sources of these funds.

P. These appropriations benefit public health, safety and welfare of the people of Fort Collins and serve the public purpose of improving transportation infrastructure within the City and accommodating multimodal transportation and safety.

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS that there is hereby appropriated from new revenue or other funds in the Capital Projects Fund the sum of ONE MILLION TWO HUNDRED FIVE THOUSAND SIX HUNDRED DOLLARS: (\$1,205,600) to be expended in the Capital Projects Fund for the bike study and demonstration activity described herein and made possible through the Safe Streets and Roads for All grant program.

Introduced, considered favorably on first reading on October 15, 2024, and approved on second reading for final passage on November 4, 2024.

Mayor

ATTEST:

City Clerk

Effective Date: November 14, 2024
Approving Attorney: Heather N. Jarvis

File Attachments for Item:

6. Second Reading of Ordinance No. 146, 2024, Making a Supplemental Appropriation of Colorado Division of Criminal Justice Grant Revenues for Various Restorative Justice Services Programs.

This Ordinance, unanimously adopted on First Reading on October 15, 2024, appropriates grant revenue to fund Restorative Justice programs within Community Development and Neighborhood Services (“CDNS”). Additional grant funds in the amount of \$13,000 have been awarded from the Colorado Division of Criminal Justice (“DCJ”) Juvenile Diversion fund for the continued operation of City Restorative Justice programs, including RESTORE for shoplifting offenses and Restorative Justice Conferencing for other offenses. The grant funds are in addition to a grant awarded to Restorative Justice Services earlier this year from DCJ in the amount of \$40,428, for a total award of \$53,428. The first \$40,428 award was included in the Annual Adjustment Ordinance No. 134, 2024, was passed on Second Reading on October 1, 2024. No match is required and the grant period is July 1, 2024, to June 30, 2025.

November 4, 2024



AGENDA ITEM SUMMARY

City Council

STAFF

Perrie McMillen, Manager, Neighborhood Services

SUBJECT

Second Reading of Ordinance No. 146, 2024, Making a Supplemental Appropriation of Colorado Division of Criminal Justice Grant Revenues for Various Restorative Justice Services Programs.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on October 15, 2024, appropriates grant revenue to fund Restorative Justice programs within Community Development and Neighborhood Services ("CDNS"). Additional grant funds in the amount of \$13,000 have been awarded from the Colorado Division of Criminal Justice ("DCJ") Juvenile Diversion fund for the continued operation of City Restorative Justice programs, including RESTORE for shoplifting offenses and Restorative Justice Conferencing for other offenses. The grant funds are in addition to a grant awarded to Restorative Justice Services earlier this year from DCJ in the amount of \$40,428, for a total award of \$53,428. The first \$40,428 award was included in the Annual Adjustment Ordinance No. 134, 2024, was passed on Second Reading on October 1, 2024. No match is required and the grant period is July 1, 2024, to June 30, 2025.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

BACKGROUND / DISCUSSION

Restorative Justice Services and its three programs: RESTORE for shoplifting offenses, Restorative Justice Conferencing Program (RJCP), and Reflect Program for all other offenses; have been partially grant funded since 2000. The Council yearly accepts grant funds from the DCJ to support Restorative Justice Services. This grant helps fund young people referred to the program from the 8th Judicial District Attorney's Office ("DA") and for young people referred in lieu of a summons to the DAs Office. Since it began, Restorative Justice Services has provided a restorative justice alternative to more than 3,200 young people who committed chargeable offenses in our community.

Restorative Justice is an alternative method of holding a young person accountable by facilitating a meeting with the responsible young person, the victim/victim representative, and members of the community to determine the harm done by the crime, and how to repair the harm. By identifying and repairing the harm caused by the crime, Criminal Justice Officials are optimistic that repeat offenses by young people will be reduced and the needs and concerns of the victims and affected community will be addressed.

The programs help young people understand how family, friends, victims, and community are harmed by their actions and hold them accountable for the harm their action cause. The intention is that these young people will make better future decisions and not commit the same or similar crime again. Reducing future

criminal behavior and keeping young people out of the justice system contribute positively to a safer, healthier community. Addressing the needs and concerns of those harmed by crime and community members also has a positive effect on the overall community health and safety. As part of the programs, young people and families are referred to appropriate community resources based on needs identified during program participation.

CITY FINANCIAL IMPACTS

The additional grant funding for 2024-25 in the amount of \$13,000 to be appropriated and expended in the General Fund from Division of Criminal Justice, Juvenile Diversion Grants, provides funding for personnel to support the continuation of Restorative Justice programs. Funds are distributed to the City on a reimbursement basis.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

First Reading attachments not included.

1. Ordinance for Consideration

ORDINANCE NO. 146, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
MAKING A SUPPLEMENTAL APPROPRIATION OF COLORADO
DIVISION OF CRIMINAL JUSTICE GRANT REVENUES FOR
VARIOUS RESTORATIVE JUSTICE SERVICES PROGRAMS

A. Restorative Justice Programs within Community Development and Neighborhood Services (“CDNS”) operates three programs: RESTORE for shoplifting offenses, the Restorative Justice Conferencing Program and the Reflect Program for all other offenses.

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

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

D. Restorative Justice Services has been partially grant-funded since 2000, and has accepted grant funds on an annual basis from the Colorado Division of Criminal Justice to support City Restorative Justice Services programs.

E. Restorative Justice Services received an award of \$40,428 from the Colorado Division of Criminal Justice that was included in the Annual Adjustment ordinance (Ordinance No. 134, 2024), which passed on Second Reading on October 1, 2024.

F. An additional grant award of \$13,000 was received from the Colorado Division of Criminal Justice for the continued operation of Restorative Justice programs, for a total grant award of \$53,428.

G. No local match is required, and the grant period is July 1, 2024, to June 30, 2025.

H. This grant funds programs to assist young people referred to Restorative Justice Services from the 8th Judicial District Attorney’s Office.

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

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

K. 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.

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

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

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

Section 1. There is hereby appropriated from new revenue or other funds in the General Fund the sum of THIRTEEN THOUSAND DOLLARS (\$13,000) to be expended in the General Fund for Various Restorative Justice Services Programs.

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

Introduced, considered favorably on first reading on October 15, 2024, and approved on second reading for final passage on November 4, 2024.

Mayor

ATTEST:

City Clerk

Effective Date: November 14, 2024
Approving Attorney: Yvette Lewis-Molock

File Attachments for Item:

7. Second Reading of Ordinance No. 147, 2024, Making a Supplemental Appropriation in the 2050 Tax Parks Rec Transit OCF Fund for Evaluation of the Inflation Reduction Act Tax Credits.

This Ordinance, unanimously adopted on First Reading on October 15, 2024, appropriates \$100,000 from 2050 tax revenue to contract with external consultants to evaluate the cost/benefit of the City pursuing Inflation Reduction Act (IRA) tax credits.

November 4, 2024

AGENDA ITEM SUMMARY

City Council



STAFF

Joanne Cech, Fiscal Recovery Manager, Financial Services

SUBJECT

Second Reading of Ordinance No. 147, 2024, Making a Supplemental Appropriation in the 2050 Tax Parks Rec Transit OCF Fund for Evaluation of the Inflation Reduction Act Tax Credits.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on October 15, 2024, appropriates \$100,000 from 2050 tax revenue to contract with external consultants to evaluate the cost/benefit of the City pursuing Inflation Reduction Act (IRA) tax credits.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

BACKGROUND / DISCUSSION

The Inflation Reduction Act, passed in 2022, provided for local governments to apply for tax credits on any projects utilizing or developing renewable energy sources, and on purchases of EVs and installation of EV charging stations. The requirements for claiming and filing these tax credits are complex and require specific expertise in renewable energy, IRS tax credits, and project management. The City issued an RFP for consulting services to perform this evaluation and has selected a consultant to perform the work for the City. The City is currently negotiating the contract for consulting services.

CITY FINANCIAL IMPACTS

\$100,000 in the 2050 Tax Parks Rec Transit OCF Fund will be appropriated and expended for this evaluation.

If the evaluation shows a positive net present value for pursuing these IRA tax credits, then the City will implement a program to pursue filing for the tax credits, most likely with the assistance of an outside firm.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

First Reading attachments not included.

1. Ordinance for Consideration
2. Inflation Reduction Act Advisory Proposal, June 2024

ORDINANCE NO. 147, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
MAKING A SUPPLEMENTAL APPROPRIATION IN THE 2050 TAX
PARKS REC TRANSIT OCF FUND FOR EVALUATION OF THE
INFLATION REDUCTION ACT TAX CREDITS

A. The Inflation Reduction Act, passed in 2022, provided for local governments to apply for tax credits on any projects utilizing or developing renewable energy sources and on purchases of EVs and installation of EV charging stations.

B. The requirements for claiming and filing these tax credits are complex and require specific expertise in renewable energy, Internal Revenue Service tax credit procedures, and project management.

C. The City issued an RFP for consulting services to perform this evaluation and has selected a consultant to perform the work for the City. The City is currently negotiating the contract for consulting services.

D. This Ordinance appropriates \$100,000 in the 2050 Tax Parks Rec Transit OCF Fund to fund this evaluation. If the evaluation shows a positive net present value for pursuing these IRA tax credits, the City will implement a program to pursue filing for the tax credits, most likely with the assistance of an outside firm.

E. This appropriation benefits the public health, safety, and welfare of the residents of Fort Collins and serves the public purpose of evaluating potential opportunities for additional revenues to support the City's priorities, policies and programs.

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

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

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS that there is hereby appropriated from new revenue or other funds in the 2050 Tax Parks Rec Transit OCF Fund the sum of ONE HUNDRED THOUSAND

DOLLARS (\$100,000) to be expended in the 2050 Tax Parks Rec Transit OCF Fund for the evaluation of the Inflation Reduction Act tax credits.

Introduced, considered favorably on first reading on October 15, 2024, and approved on second reading for final passage on November 4, 2024.

Mayor

ATTEST:

City Clerk

Effective Date: November 14, 2024
Approving Attorney: Carrie Daggett

File Attachments for Item:

8. Second Reading of Ordinance No. 148, 2024, Updating Section 4-142 of the Code of the City of Fort Collins Regarding Sterilization of Adopted Animals to Align with State Law.

This Ordinance, unanimously adopted on First Reading on October 15, 2024, updates the local Fort Collins Animal Code to align with Colorado Revised Statutes (C.R.S.) Section 35-80-106.4.

November 4, 2024

AGENDA ITEM SUMMARY

City Council



STAFF

Marcy Yoder, Neighborhood Services Manager

SUBJECT

Second Reading of Ordinance No. 148, 2024, Updating Section 4-142 of the Code of the City of Fort Collins Regarding Sterilization of Adopted Animals to Align with State Law.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on October 15, 2024, updates the local Fort Collins Animal Code to align with Colorado Revised Statutes (C.R.S.) Section 35-80-106.4.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

There is a potential conflict between the City's animal sterilization requirement exemption, City Code Section 4-142, and state law, C.R.S. § 35-80-106.4. State law expressly authorizes local governments to adopt stricter requirements than the State, but there is nothing that allows local governments to enforce looser requirements.

The animal sterilization requirements under City Code could be interpreted as less strict than the State requirements, since the Code contains an exception to mandatory sterilization not found in the statute. Code Section 4-142 currently allows exemption from the sterilization requirement when there is a written agreement between an animal shelter and a party adopting a pet guaranteeing that the animal will be sterilized within a certain period of time after the date of release.

This exemption does not fall within any of the sterilization exemptions under State law and could unintentionally increase the risk of uncontrolled animal reproduction. Staff recommends updating the exemptions in City Code to align with the State law exemptions, as set forth in the proposed ordinance.

CITY FINANCIAL IMPACTS

None.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

Staff worked with the NOCO Humane Society on these code changes. They stated that it is already their practice and the practice of adoption organizations not to adopt animals until they are spade or neutered. This code should not have an impact on animal adoption agencies' current practices.

ATTACHMENTS

1. Ordinance for Consideration

ORDINANCE NO. 148, 2024
 OF THE COUNCIL OF THE CITY OF FORT COLLINS
 UPDATING SECTION 4-142 OF THE CODE OF THE CITY OF
 FORT COLLINS REGARDING STERILIZATION OF ADOPTED
 ANIMALS TO ALIGN WITH STATE LAW

A. Colorado Revised Statutes (C.R.S.) Section 35-80-106.4 provides that animal shelters or pet animal rescues may not release a dog or cat to a prospective owner unless the animal has been sterilized by a licensed veterinarian, subject to a few narrow exceptions.

B. Subsection (4) of C.R.S. Section 35-80-106.4 authorizes the City to adopt animal sterilization requirements that are at least as strict as the State requirements, though there is no express authorization for the City to adopt less stringent requirements.

C. Section 4-142 of the City Code currently contains an exception to mandatory animal sterilization when there is a written agreement between an animal shelter and a party adopting a pet, guaranteeing the pet will be sterilized within a certain period of time; however, this exemption is not also found among State statutory exemptions.

D. Staff recommends amending City animal sterilization requirements in City Code to align more closely with State standards in C.R.S. Section 35-80-106.4, as set forth in this Ordinance.

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS that Section 4-142 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 4-142. Sterilization of adopted animals required.

An animal shelter or pet animal rescue, as defined under Section 35-80-102, C.R.S., shall not release a dog or cat to a prospective owner unless the animal has been sterilized by a licensed veterinarian, except as provided in writing by a licensed veterinarian pursuant to Section 35-80-106.4(2), C.R.S. If sterilization has been delayed pursuant to the order of a licensed veterinarian, the shelter or rescue must inform the prospective owner of the animal in writing and provide the veterinarian's written order at or prior to the time of transfer. After transfer, the owner of the animal for which sterilization has been delayed under this provision must cause the animal to be sterilized at such time that a veterinarian determines that the dog or cat is fit to undergo the sterilization procedure.

Introduced, considered favorably on first reading on October 15, 2024, and approved on second reading for final passage on November 4, 2024.

Mayor

ATTEST:

City Clerk

Effective Date: November 14, 2024
Approving Attorney: Madelene Shehan

File Attachments for Item:

9. Second Reading of Ordinance No. 149, 2024, Approving an Amended and Restated Ground Lease Agreement Between the Cities of Loveland and Fort Collins and Discovery Air, LLC, for Property at the Northern Colorado Regional Airport.

This Ordinance, unanimously adopted on First Reading on October 15, 2024, approves an amended and restated ground lease between the City of Fort Collins, the City of Loveland, and Discovery Air LLC at the Northern Colorado Regional Airport. The parties have an existing ground lease agreement with Discovery Air, LLC, at the Northern Colorado Regional Airport. The parties desire to amend and restate the lease substantially similar to the form attached hereto. Approval of the Amended and Restated Ground Lease between the cities of Loveland and Fort Collins (the "Agreement") is reserved to the City Councils because there are non-standard lease terms in the Agreement.

November 4, 2024

AGENDA ITEM SUMMARY

City Council



STAFF

Francis Robbins, Acting Airport Director
Kelly DiMartino, City Manager

SUBJECT

Second Reading of Ordinance No. 149, 2024, Approving an Amended and Restated Ground Lease Agreement Between the Cities of Loveland and Fort Collins and Discovery Air, LLC, for Property at the Northern Colorado Regional Airport.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on October 15, 2024, approves an amended and restated ground lease between the City of Fort Collins, the City of Loveland, and Discovery Air LLC at the Northern Colorado Regional Airport. The parties have an existing ground lease agreement with Discovery Air, LLC, at the Northern Colorado Regional Airport. The parties desire to amend and restate the lease substantially similar to the form attached hereto. Approval of the Amended and Restated Ground Lease between the cities of Loveland and Fort Collins (the "Agreement") is reserved to the City Councils because there are non-standard lease terms in the Agreement.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

BACKGROUND / DISCUSSION

Discovery Air executed a lease in 2019 for 1.16 million square feet on the south side of the airport for developing a large multi-hangar complex capable of accommodating large general aviation aircraft and a variety of aviation businesses. The lease was amended in 2021 to increase the area within the leasehold and adjust the phased lease rate. In 2023, Discovery Air initiated a request for a second lease amendment. The parties have elected to amend and restate the ground lease rather than create a second lease amendment.

The Agreement reduces the total area within the leasehold, sets the shape of the lease to provide a similar level of developable land, updates the construction phasing plan, and provides additional time for construction at a reduced rent rate before a phased escalation takes effect as part of relief from the COVID related delays. The Airport sponsor negotiation team consisting of the Fort Collins City Manager, Loveland City Manager, Airport Director, and legal counsel have prepared the Agreement for Council's review and consideration.

As depicted in the below table, the current lease terms provide a fixed minimum rent for the remaining 45 years of the lease. The Agreement presented includes provisions for early escalation should development

occur faster than previously contemplated and includes the potential for non-aeronautical development in a small area called the “remainder area.” The process for these escalations is outlined in section 4.2 of the Agreement and is dependent on annual Consumer Price Index (CPI) adjustments, early development, scheduled adjustments, and potentially non-aeronautical developments in the remainder area which could cause deviations from the forecasted revenue. The table assumes a 2% CPI escalation for future years and actual CPI adjustments for previous years.

Minimum Rent Regardless of Phasing/Development	Existing Lease	\$13,089,637
	New Lease	\$14,127,667
	Delta	\$1,038,029
Phase V Development in 2033	Existing Lease	\$14,430,420
	New Lease	\$14,127,667
	Delta	-\$302,754
Phase V Development in 2033 & Contingent Remainder Area Aeronautical Development in 2034	Existing Lease	\$17,360,829
	New Lease	\$14,127,667
	Delta	-\$3,233,162

Overall, the Agreement has tradeoff for both parties. It immediately increases the revenue of the Airport in year 1 of implementation due to rate structure for all apron areas and potentially reduces the total revenue from the project depending on development phasing.

CITY FINANCIAL IMPACTS

No impact to City financials. Airport financial impacts are generally positive with some exceptions listed in the discussion.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

On September 19, 2024, the Airport Commission unanimously recommended approval of the Agreement at its regular meeting by Resolution R-08-2024.

PUBLIC OUTREACH

None.

ATTACHMENTS

First Reading attachments not included.

1. Ordinance for Consideration
2. Exhibit A to Ordinance

ORDINANCE NO. 149, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROVING AN AMENDED AND RESTATED GROUND LEASE
AGREEMENT BETWEEN THE CITIES OF LOVELAND AND
FORT COLLINS AND DISCOVERY AIR, LLC, FOR PROPERTY
AT THE NORTHERN COLORADO REGIONAL AIRPORT

A. The Cities of Loveland and Fort Collins (collectively the “Cities,” and “Loveland” or “Fort Collins” respectively) jointly own and operate the public airport known as the Northern Colorado Regional Airport (the “Airport”).

B. On January 22, 2015, the Cities entered into an Amended and Restated Intergovernmental Agreement for the Joint Operation of the Airport (the “IGA”), whereby the Cities formed a commission and delegated certain duties and responsibilities to such commission (the “Commission”).

C. By adoption of Ordinance No. 148, 2018, the Fort Collins City Council approved a fifty year ground lease of Airport property (the “Lease”) to Discovery Air, LLC (“Lessee”) for a planned development for aviation purposes to include airplane hangars, a fixed-base operation, associated office space, and a restaurant, as well as other potential improvements such as a new access road which would create a new entrance to the Airport and expanded tarmac (the “Project”).

D. By adoption of Ordinance No. 163, 2020, the Fort Collins City Council approved a first amendment to the Lease to update the site plan and amend the rent structure to more accurately correspond for planned development of the site.

E. In 2023, Lessee approached the Cities about further amendments to the ground lease, including a request for one additional development phase with the potential for a sixth phase.

F. Airport staff and Lessee have discussed and negotiated an amended rent structure to correspond with five and possibly six phases and payment of phased lease rates, as more fully set forth in the Amended and Restated Ground Lease between the cities of Fort Collins and Loveland and Discovery Air at the Northern Colorado Regional Airport (the “Agreement”) as shown on Exhibit “A,” attached hereto and incorporated herein by this reference.

G. The Agreement reduces the total area within the leasehold, sets the boundaries of the leasehold to provide a similar level of developable land and provides additional time for construction at a reduced rental rate before a phased rental rate escalation takes effect as part of relief of COVID related delays.

H. The Lessee is no longer expected to construct a public taxiway on its leasehold and the Agreement updates the site plan to conform to the parties’ expectations

for the site development as shown on Exhibit “B” to the Agreement, which is attached hereto and incorporated herein by reference.

I. The Agreement also amends the phased rent structure.

J. The Agreement also gives the Lessee the option to construct and use a temporary fuel farm on their leasehold rather than granting the Lessee permanent access to a permanent fuel farm on Airport property.

K. The Lessee is current on all rent payments and other obligations under the Lease.

L. On September 19, 2024, the Commission reviewed and unanimously recommended approval of the Agreement to the Cities at its regular meeting.

M. On October 1, 2024, the Loveland City Council considered and unanimously passed a resolution approving the Agreement.

N. Fort Collins City Code Section 23-113 provides that City Council may approve leases of real property owned in the name of the City for a term in excess of twenty years by ordinance where Council finds that the lease is in the best interests of the City.

O. The City Council finds that the Agreement is in the best interests of the City because it may be a catalyst to attract additional Airport development and businesses, enhance the Airport's economic impact and job creation, and have an additional positive impact to the Airport's self-generated income and future financial sustainability.

P. The City Council desires to approve the Agreement and to authorize the City Manager to execute the Agreement on behalf of the City of Fort Collins.

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

Section 1. The Amended and Restated Ground Lease Agreement Between the Cities of Loveland and Fort Collins is hereby approved.

Section 2. The City Manager is hereby authorized and directed, following consultation with the City Attorney, to execute the Amended and Restated Ground Lease Agreement Between the Cities of Loveland and Fort Collins in substantially similar form to Exhibit “A” subject to modifications as deemed necessary to protect the interests of the City of Fort Collins or to effectuate the purposes of this Ordinance.

Introduced, considered favorably on first reading on October 15, 2024, and approved on second reading for final passage on November 4, 2024.

Mayor

ATTEST:

City Clerk

Effective Date: November 14, 2024
Approving Attorney: Jenny Lopez Filkins

AMENDED AND RESTATED GROUND LEASE AGREEMENT

CITIES OF LOVELAND AND FORT COLLINS, COLORADO,

AND

DISCOVERY AIR, LLC, A COLORADO LIMITED LIABILITY COMPANY

TABLE OF CONTENTS

ARTICLE 1: TERM; NEW LEASE; CONTINGENCIES..... 3

ARTICLE 2: LEASED PREMISES..... 5

ARTICLE 3: USE OF LEASED PREMISES 6

ARTICLE 4: RENT 7

ARTICLE 5: ACCEPTANCE, CONSTRUCTION, CARE, MAINTENANCE, AND REPAIR. 8

ARTICLE 6: ADDITIONAL OBLIGATIONS OF LESSEE 12

ARTICLE 7: INGRESS AND EGRESS 13

ARTICLE 8: INSURANCE, DAMAGE OR DESTRUCTION..... 14

ARTICLE 9: LIABILITIES AND INDEMNITIES 15

ARTICLE 10: LEASEHOLD MORTGAGES..... 16

ARTICLE 11: RULES AND REGULATIONS 17

ARTICLE 12: SIGNS..... 17

ARTICLE 13: ASSIGNMENT AND SUBLEASE..... 18

ARTICLE 14: CONDEMNATION..... 18

ARTICLE 15: NON-DISCRIMINATION 19

ARTICLE 16: GOVERNMENTAL REQUIREMENTS 20

ARTICLE 17: RIGHT OF ENTRY RESERVED 20

ARTICLE 18: TERMINATION..... 21

ARTICLE 19: OWNERSHIP OF IMPROVEMENTS, SURRENDER..... 23

ARTICLE 20: SERVICES TO LESSEE..... 23

ARTICLE 21: SURVIVAL OF THE OBLIGATIONS OF THE LESSEE 24

ARTICLE 22: USE SUBSEQUENT TO CANCELLATION OR TERMINATION 25

ARTICLE 23: NOTICES..... 25

ARTICLE 24: INVALID PROVISIONS 26

ARTICLE 25: MISCELLANEOUS PROVISIONS..... 26

ARTICLE 26: SUBORDINATION CLAUSES..... 28

ARTICLE 27: QUIET ENJOYMENT..... 29

ARTICLE 28: ENTIRE AGREEMENT..... 29

ARTICLE 29: REQUIREMENTS FOR CONDOMINIUMIZATION..... 29

AMENDED AND RESTATED LEASE AGREEMENT

THIS AMENDED AND RESTATED GROUND LEASE AGREEMENT, made and entered into this _____ day of _____, 2024 (the “**Effective Date**”), is by and between the Cities of Fort Collins and Loveland, Colorado (the “**Cities**”) and Discovery Air, LLC, a Colorado limited liability company, hereinafter called “**Lessee.**”

WITNESSETH:

WHEREAS, the Cities own and operate an airport known as the Northern Colorado Regional Airport located in Larimer County, Colorado, including the real property upon which the same is located, (hereinafter, the “**Airport**”) pursuant to an Amended and Restated Intergovernmental Agreement for the Joint Operation of the Airport on January 22, 2015 (the “**IGA**”), whereby the Cities formed a commission known as the Northern Colorado Regional Airport Commission and delegated certain duties and responsibilities to such commission (the “**Commission**”). The IGA was amended on June 7, 2016 and on June 10, 2019; and

WHEREAS, the Cities and Lessee entered into a Lease Agreement dated January 16, 2019 (the “**Original Lease**”) for certain land at the Airport for the construction of Lessee’s master-planned development to include a fixed-based operation (“**FBO**”) facility, hangar and office buildings, expanded ramp, parking facilities and various infrastructure; and

WHEREAS, the Cities and Lessee entered into a First Amendment to the Original Lease dated January 12, 2021 (the “**First Amendment**”) whereby the Original Lease was amended to permit Lessee to phase the construction of its facilities along with the rent due for the different phases of development; and

WHEREAS, the Cities and Lessee have agreed to further amend the Original Lease, as amended by the First Amendment, to permit additional phasing, to clarify the construction of ramp space, to clarify the payment of rent for the various areas within the Leased Premises (as defined below), and to accommodate certain impacts to Lessee from the COVID pandemic; and

WHEREAS, the Cities and Lessee are mutually desirous of entering into this Amended and Restated Lease Agreement (“**Agreement**”) for the use and occupancy of certain areas at the Airport for aeronautical activities; and

WHEREAS, the Cities desire to accommodate, promote and enhance general aviation at the Airport and Lessee desires to be assured of the Airport’s continued availability as a base for aircraft; and

WHEREAS, the Cities and Lessee have reached an understanding in principle, which envisions Lessee’s construction of a fixed-based operation (“**FBO**”) facility, hangar and office buildings, , an expanded tarmac, parking facilities, and various infrastructure related thereto, including such pavement and ramp areas as required by the Airport Minimum Standards for the Provision of Commercial Aeronautical Activities at the Airport, dated September 26, 2008, (the “**Minimum Standards**”), as they may be amended from time to time by the Cities (collectively, “**Improvements**”), the general layout of which is intended to be located within the preliminary site

plan which is attached hereto as **Exhibit “B-2”**, which by this reference is made a part hereof. The Improvements referenced in this Agreement do not include any infrastructure required for Lessee’s proposed development that is dedicated to the City of Loveland or another entity; and

WHEREAS, the Lessee understands and acknowledges that Lessee’s planned Improvements are subject to approval by the City of Loveland through its development review process and to applicable provisions of the Loveland Municipal Code.

NOW, THEREFORE, in consideration of the premises and of the rents, covenants and conditions herein contained, the Cities do hereby lease to Lessee the area(s) of the Airport described in Article 2 hereof (the “**Leased Premises**”) on the terms and conditions hereinafter set forth.

ARTICLE 1: TERM; NEW LEASE; CONTINGENCIES

1.1 The term of this Agreement shall commence at 12:01 a.m. on January 16, 2019 and expire at 11:59 p.m. on the last day of the calendar month in which occurs the day immediately preceding the fiftieth (50th) anniversary of the Effective Date (hereinafter the “**Term**”), unless sooner terminated in accordance with the provisions hereof.

1.2 If Lessee desires to continue occupying the Leased Premises after the expiration of the Term, Lessee may request that the Cities grant a new lease agreement of no more than fifty (50) years. Such a request shall be made by Lessee in writing and delivered to the Cities not more than eighteen (18) months nor less than six (6) months prior to the expiration of the Term. In consideration of Lessee’s substantial capital investment in the Improvements and value created in the form of long-term lease arrangements for same, the Cities agree to negotiate in good faith with Lessee a new lease for the Leased Premises on the terms set forth in this Section 1.2 upon the expiration of the Term. If: (i) Lessee is not then in default under any provision of this Agreement beyond any and all applicable notice and cure periods; (ii) the Cities determine that the Improvements still have sufficient value to the Cities; and (iii) such a new lease would be consistent with the Airport’s master plan then in effect and any and all federal rules, regulations, directives, guidelines or other obligations with respect to the Airport, including but not limited to the “grant assurances” to the FAA, then the Cities may, in their sole discretion, offer Lessee a new lease of no more than fifty (50) years of the Leased Premises under such terms and conditions, including rental rates and on the then-current lease form being offered by the Cities.

ARTICLE 2: LEASED PREMISES

2.1 The Leased Premises consist of the parcel of land described in **Exhibit “A-2”**, which is attached hereto and by this reference made a part hereof.

2.2 The Parties further acknowledge that a public use taxiway exists on the west portion of the Leased Premises that connects current extended taxiway Delta with current taxiway Alpha (hereinafter the “Existing Tarmac”). The Existing Tarmac is depicted on Exhibit B-2, attached hereto. Use, access, maintenance and repair of such Existing Tarmac shall be subject to the terms and conditions set forth in this Agreement. Without limiting the foregoing, the Cities acknowledge that the Improvements, except for the Existing Tarmac, shall, during the term of this Agreement, be and remain the property of Lessee or any successor in interest.

2.3 Lessee acknowledges that a portion of the Leased Premises may be subject to an existing intergovernmental lease agreement between the Cities and the State of Colorado, Department of Public Safety, Division of Fire Prevention and Control (the “Division”) for its SEAT base. To the extent that the leased premises for the SEAT base overlaps with the Leased Premises of this Lease, it shall be Lessee’s obligation to obtain the agreement of the Division to relocate its SEAT base to another location on the Airport property, which relocation shall be accomplished at Lessee’s sole cost and expense. The Cities agree to cooperate in executing a lease amendment or new lease with the Division as necessary to accomplish the relocation.

2.4 The Cities hereby represent and warrant that they have full right and authority to enter into this Lease and that no other interest exists in the Lease Premises that would materially adversely affect Lessee’s use and enjoyment of the Leased Premises as contemplated herein.

ARTICLE 3: USE OF LEASED PREMISES

3.1 Lessee agrees for itself and its sublessees that it is permitted only to use the Leased Premises for aeronautical activities. The term “Aeronautical Activities” shall mean any activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of aircraft, or which contributes to or is required for the safety of aircraft operations. Lessee and its sublessees may use, occupy and sublease the Leased Premises for the following aeronautical purposes and for no other purpose whatsoever unless approved in writing by the Cities:

3.1.1 For the construction, installation, maintenance, and operation of the Improvements including an FBO facility, a restaurant, an overhead transportation system, expanded tarmac area, parking facilities, office and retail space, and hangar space be used for the parking, storage, servicing, repair, maintenance, modification, and construction of aircraft. Lessee further agrees that the parking facilities shall not exceed the number of parking spaces ultimately approved in the site plan to be dedicated to customers of the FBO facility, restaurant, office and retail space. Operation of the FBO facility and the provision of FBO Services (as hereinafter defined) are referred to herein as the “**FBO Operation**”. Lessee shall conduct the FBO Operation (or cause same to be conducted) in compliance with the Minimum Standards. In addition to compliance with the Minimum Standards, all uses on the Leased Premises shall also comply with the City of Loveland, Colorado, building, use and zoning codes, regulations and requirements applicable to the Leased Premises. The Leased Premises shall not be used for residential purposes.

3.1.2 “**FBO Services**” as used herein shall mean all essential and specialized aircraft services necessary to ensure that the basic needs of aircraft owners, pilots, and passengers are provided for at the Airport at a minimum level or above, as more fully set forth in the Minimum Standards. FBO Services shall include aircraft fueling services, provided that all such fueling services must be conducted in accordance with the Minimum Standards and Rules and Regulations. The Cities intend to build a consolidated fuel farm at the Airport. Until such time as a consolidated fuel farm is constructed and operational, Lessee may construct and use a temporary fuel storage facility on the Leased Premises, subject to review and approval by the Cities and Fire Marshal. The Cities hereby commit to grant a temporary variance from the Minimum Standards to permit Lessee, or the FBO intending to provide FBO services on the Leased Premises, less than two grades of aviation fuel and less than the required fuel storage

capacity, provided that all other requirements of the Minimum Standards shall apply and the temporary variance shall terminate upon completion of the consolidated fuel farm or construction of permanent fuel storage facilities on the Leased Premises.

3.1.3 Nothing contained in this Agreement shall be construed as granting an exclusive license, permit, franchise or other right to provide FBO Services or any other services. Lessee understands and agrees that the Cities may lease other property at the Airport to other tenants who provide or will cause to be provided the same or similar services.

3.1.4 The Cities make no representations, guarantees, or warranties that the Leased Premises may be lawfully used for the purposes set forth in this Section 3.1. Lessee shall have the sole responsibility of obtaining all applicable permits or other governmental approvals necessary to construct and use the Leased Premises as intended herein, including all permits and/or approvals required by the City of Loveland.

ARTICLE 4: RENT

4.1 Commencing on the Effective Date and continuing until the Rent Commencement Date (hereinafter defined), Lessee shall pay to the Cities an annual rent of \$0.05 per square foot for the Rental Area (as hereinafter defined), for a total of \$28,204.80 per year, subject to adjustment as set forth herein.

4.2 Rent shall be subject to the phasing set forth below:

(a) **Phase I.** Commencing on the earlier of (i) January 1, 2021 and (ii) the date that the first certificate of occupancy (or its equivalent) is issued for any of the Improvements located within the Phase I Rental Area (as hereinafter defined) (the “**Phase I Rent Commencement Date**”), Lessee agrees to pay to the Cities for the first (1st) year following the Phase I Rent Commencement Date an annual rent of \$0.15 per square foot for the Phase I Rental Area, for a total of \$15,569.70 per year. Commencing on the 8th anniversary of the Phase I Rent Commencement Date (the “**Phase I Rent Escalation Date**”), Lessee shall pay to the Cities an annual rent of 167% of the previous year’s annual rent for the Phase I Rental Area, subject to adjustment pursuant to Section 4.2(h). “**Phase I Rental Area**” as used herein shall mean the area comprising a portion but not all of the Leased Premises generally depicted and identified on **Exhibit “C-1”** (including Phase I Hangar/Apron and Parking Areas) which is attached hereto and by this reference made a part hereof; the parties hereto have agreed that the Phase I Rental Area contains 103,799 square feet. The Phase I Rental Area includes paved areas which Lessee shall construct to comply with the Minimum Standards.

The parties acknowledge and agree that the annual rent for the remaining Rental Area (as hereinafter defined) other than the Phase I Rental Area shall be \$0.05 per square foot for the remaining Rental Area until a subsequent Additional Phase Rent Commencement Date (as hereinafter defined) has occurred. The term “**Additional Phase Rent Commencement Date**” shall mean any of the following: the Phase II Rent Commencement Date (as hereinafter defined), Phase III Rent Commencement Date (as hereinafter defined), Phase IV Rent Commencement Date (as hereinafter defined),

Phase V Rent Commencement Date (as hereinafter defined), and Phase VI Commencement Date (as hereinafter defined), as the case may be.

(b) **Phase II.** Commencing on the earlier of (i) January 1, 2028 and (ii) the date that the first certificate of occupancy (or its equivalent) is issued for any of the Improvements located within the Phase II Rental Area (as hereinafter defined) (the “**Phase II Rent Commencement Date**”), Lessee agrees to pay to the Cities for the first (1st) year following the Phase II Rent Commencement Date an annual rent of 300% of the prior year’s annual rent for the Phase II Rental Area. Commencing on the 8th anniversary of the Phase II Rent Commencement Date (the “**Phase II Rent Escalation Date**”), Lessee shall pay to the Cities an annual rent of 167% of the prior year’s annual rent for the Phase II Rental Area, subject to adjustment pursuant to Section 4.2(h). “**Phase II Rental Area**” as used herein shall mean the area comprising a portion but not all of the Leased Premises generally depicted and identified on **Exhibit “C-1”** (including Phase II Hangar/Apron and Parking Areas) which is attached hereto and by this reference made a part hereof; the parties hereto have agreed that the Phase II Rental Area contains 124,935 square feet. The Phase II Rental Area includes paved areas which Lessee shall construct to comply with the Minimum Standards. The parties acknowledge and agree that the annual rent for the remaining Rental Area (as hereinafter defined) other than the Phase I Rental Area and Phase II Rental Area shall be \$0.05 per square foot until a subsequent Additional Phase Rent Commencement Date (as hereinafter defined) has occurred.

(c) **Phase III.** Commencing on the earlier of (i) January 1, 2031 and (ii) the date that the first certificate of occupancy (or its equivalent) is issued for any of the Improvements located within the Phase III Rental Area (as hereinafter defined) (the “**Phase III Rent Commencement Date**”), Lessee agrees to pay to the Cities for the first (1st) year following the Phase III Rent Commencement Date an annual rent of 300% of the prior year’s annual rent for the Phase III Rental Area. Commencing on the 8th anniversary of the Phase III Rent Commencement Date (the “**Phase III Rent Escalation Date**”), Lessee shall pay to the Cities an annual rent of 167% of the prior year’s annual rent for the Phase III Rental Area, subject to adjustment pursuant to Section 4.2(h). “**Phase III Rental Area**” as used herein shall mean the area comprising a portion but not all of the Leased Premises generally depicted and identified on **Exhibit “C-1”** (including Phase III Hangar/Apron and Parking Areas) which is attached hereto and by this reference made a part hereof; the parties hereto have agreed that the Phase III Rental Area contains 68,356 square feet. The Phase III Rental Area includes paved areas which Lessee shall construct to comply with the Minimum Standards. The parties acknowledge and agree that the annual rent for the remaining Rental Area (as hereinafter defined) other than the Phase I Rental Area, Phase II Rental Area, and Phase III Rental Area shall be \$0.05 per square foot until a subsequent Additional Phase Rent Commencement Date (as hereinafter defined) has occurred.

(d) **Phase IV.** Commencing on the earlier of (i) January 1, 2032 and (ii) the date that the first certificate of occupancy (or its equivalent) is issued for any of the Improvements located within the Phase IV Rental Area (as hereinafter defined) (the “**Phase IV Rent Commencement Date**”), Lessee agrees to pay to the Cities for the first (1st) year following the Phase IV Rent Commencement Date an annual rent of

300% of the prior year's annual rent for the Phase IV Rental Area. Commencing on the eighth anniversary of the Phase IV Rent Commencement Date (the "**Phase IV Rent Escalation Date**"), Lessee shall pay to the Cities an annual rent of 167% of the prior year's annual rent for the Phase IV Rental Area. "**Phase IV Rental Area**" as used herein shall mean the area comprising a portion but not all of the Leased Premises generally depicted and identified on **Exhibit "C-1"** (including Phase IV Hangar/Apron and Parking Areas) which is attached hereto and by this reference made a part hereof; the parties hereto have agreed that the Phase IV Rental Area contains 79,945 square feet. The Phase IV Rental Area includes paved areas which Lessee shall construct to comply with the Minimum Standards. The parties acknowledge and agree that the annual rent for the remaining Rental Area (as hereinafter defined) other than the Phase I Rental Area, Phase II Rental Area, Phase III Rental Area and Phase IV Rental Area shall be \$0.05 per square foot until a subsequent Additional Phase Rent Commencement Date (as hereinafter defined) has occurred.

(e) **Phase V.** Commencing on the earlier of (i) January 1, 2033 and (ii) the date that the first certificate of occupancy (or its equivalent) is issued for any of the Improvements located within the Phase V Rental area (as hereinafter defined) (the "**Phase V Rent Commencement Date**"), Lessee agrees to pay to the Cities for the first (1st) year following the Phase V Rent Commencement Date an annual rent of 300% of the prior year's annual rent for the Phase V Rental Area. Commencing on the eighth anniversary of the Phase V Rent Commencement Date (the "**Phase V Rent Escalation Date**"), Lessee shall pay to the Cities an annual rent of 167% of the prior year's annual rent for the Phase V Rental Area, subject to adjustment pursuant to Section 4.2(h). "**Phase V Rental Area**" as used herein shall mean the area comprising a portion but not all of the Leased Premises generally depicted and identified on **Exhibit "C-1"** (including Phase V Hangar/Apron and Parking Areas) which is attached hereto and by this reference made a part hereof; the parties hereto have agreed that the Phase V Rental Area contains 100,357 square feet. The Phase V Rental Area includes paved areas which Lessee shall construct to comply with the Minimum Standards. The parties acknowledge and agree that the annual rent for the remaining Rental Area (as hereinafter defined) other than the Phase I Rental Area, Phase II Rental Area, Phase III Rental Area, Phase IV Rental Area and Phase V Rental Area shall be \$0.05 per square foot until a subsequent Additional Phase Rent Commencement Date (as hereinafter defined) has occurred.

(f) **Phase VI.** Commencing on the earlier of (i) January 1, 2034, and (ii) the date that the first certificate of occupancy (or its equivalent) is issued for any of the Improvements located within the Phase VI Rental Area (as hereinafter defined) (the "**Phase VI Rent Commencement Date**"), Lessee agrees to pay to the Cities for the first (1st) year following the Phase VI Rent Commencement Date as follows: (i) If the Lessee develops the Phase VI Rental Area for aeronautical uses, the Lessee shall pay rent at the same rate as Lessee has paid for each Phase listed above starting at the commencement rate (\$0.15 per square foot adjusted for CPI for the term the Lease has been in effect since the Phase I Commencement Date) for a period of eight (8) years and increasing to the escalation rate of 167% of the previous year's annual rent; or (ii)

If the Lessee develops the Phase VI Rental Area for non-aeronautical uses, Lessee shall pay rent to the Cities at the Airport's improved property rental rate in effect at the time or fair market value, whichever is required by the FAA. The Phase VI Rental Area as used herein shall mean the area comprising a portion but not all of the Leased Premises generally depicted and identified on Exhibit "C-1" which is attached hereto and by this reference made a part hereof; the parties hereto have agreed that the Phase VI Rental Area contains 175,199 square feet. The parties agree and acknowledge that development and sublease of the Phase VI Rental Area for non-aeronautical use may require prior approval of the FAA. At any time prior to January 1, 2034, Lessee may, by providing written notice to Cities as provided herein, remove the Phase VI Rental Area from the Leased Premises.

(g) **Ramp Area.** - The Parties hereto agree that Ramp Area as depicted in Exhibit C-1 contains 496,356 square feet. For the first two years from the Effective Date, Lessee shall pay \$0.05 per square for the Ramp Area as shown on Exhibit C-1. The Leased Rate will remain \$0.05 per square foot subject to adjustment per Section 4.3 for the duration of the Agreement. Lessee's development of the Ramp Area shall be consistent with the provisions of Section 5.9.

(h) **"Rental Area"** as used herein shall mean area comprising a portion but not all of the Leased Premises upon which the parties hereto have agreed to calculate annual rental for the Leased Premises, the total Rental Area contains 1,148,946 area square feet as depicted in **Exhibit "C-1"** which is attached hereto and by this reference made a part hereof. The Rental Area includes paved areas which Lessee shall construct to comply with the Minimum Standards.

(i) The escalation of Rent described herein above is generally described in **Exhibit "D-1"** attached hereto, such Exhibit is for demonstration purposes and is not intended to control the Rent Commencement Date or Rent Escalation Date for any Phase (as defined for each Phase above), such Dates to be established as set forth herein above.

4.3 Commencing on May 1st, 2022, and on May 1st in each year thereafter during the remainder of the Term, the annual rent as described above shall be adjusted by multiplying the annual rent payable in the next preceding year by a fraction, the numerator of which shall be the C.P.I., as hereinafter defined, published for the previous month of December and the denominator of which shall be the C.P.I. published for the month of December which preceded the month used as the numerator. In no event shall the annual rent be reduced from that payable in a previous year. If this Agreement is executed after January 1st, such C.P.I. increase for the calendar year in which this Agreement is executed shall be prorated. The term "C.P.I." as used herein shall mean the Consumer Price Index for all Urban Consumers, all items, Selected Large Cities, for the Denver/Boulder Area as published by the Bureau of Labor Statistics of the United States Department of Labor, 1982-84 base = 100. In the event the base year is changed, the C.P.I. shall be converted to the equivalent of the base year 1982-84 = 100. In the event the Bureau of Labor Statistics ceases to use the C.P.I., or this index, an equivalent or comparable economic index will be used.

4.4 The annual rent payable hereunder may be paid in advance in annual installments, or shall be paid in equal monthly installments on the first day of each month in advance at the office of the Airport Manager or at such other office as may be directed in writing by the Cities. Payments due to the Cities under this Agreement shall be made in legal tender of the United States and paid without offset. In addition to any other remedies provided in this Agreement, in the event that any rental, fee or charge set forth in this Agreement is not paid to the Cities within ten (10) days of the date due, Lessee agrees to pay a late charge of \$50.00 for each such late payment, and default interest shall accrue on such payment from the date the payment was due, at a rate of twelve percent (12%) per annum.

With respect to the hangars Lessee proposes to construct as part of the Improvements depicted on Exhibit B-2, Lessee agrees that the hangars shall, collectively, be at least a total square footage reasonably consistent with Exhibit B-2 to be finally as part of site plan development approval process and shall have a concrete or asphalt floor, with each Hangar to have at least one aircraft access door sized to accommodate an average private aircraft. Lessee shall use commercially reasonable and diligent efforts to complete construction of the Hangars within 3 years from the completion of horizontal infrastructure needed to serve the same.

4.5 Lessee, as additional rent, shall construct and maintain a paved aircraft ramp area on the Leased Premises (the “Ramp”) pursuant to Section 5.9. The Ramp must be designed and built to size and specifications in compliance with the Minimum Standards, and for a minimum weight bearing capacity, established by the Cities, built to the full width of the Leased Premises, and to connect with adjacent taxiway, ramp and/or auto parking areas, in order that a continuous and safe pavement section results as shown in Exhibit C-1. In calculating the square foot apron required for FBO operations under the Minimum Standards, this calculation includes all ramp and aircraft circulation spaces, including the fifty (50) feet adjacent to hangars. If access to the Leased Premises is not available on existing taxiways and/or roadways, then Lessee may also be requested to construct the same as part of site plan development approval process. It is the responsibility of Lessee to maintain the entire Ramp area, and all other pavement areas on the Leased Premises, in a manner, which is safe and clean of debris so as not to cause danger or unsafe conditions for taxiing aircraft and Airport users. Notwithstanding the foregoing, the Cities shall be responsible for snow removal on the aircraft Ramp area excluding any parking and side lots and excluding any area within three feet (3’) of any Hangar; provided, however, that priority of snow removal shall be in accordance with the Cities’ Snow Removal Plan as it now exists or as it may be amended in the Cities’ sole discretion. Lessee grants to users of the Airport the right to use aircraft Ramp areas on the Leased Premises for passage of aircraft at all times on and near the adjacent taxiway. The construction time and default provisions of subsection 4.4 shall be applicable to the Ramp described in this subsection.

4.6 The Cities understand that Lessee intends to sublease portions of the Leased Premises and/or the Improvements located thereon and, in such instances, the Cities may agree to accept payments of any rents or fees required hereunder directly from such sublessees; provided, however, that the obligations of such a sublessee to make any payment required hereunder directly to the Cities shall not relieve Lessee of its liability or obligations for such payment.

4.7 Fees due under the Minimum Standards or to obtain any permit or license required by the Minimum Standards for commercial activities conducted in whole or part on the Leased Premises shall be paid by Lessee to the Cities as additional rent under this Agreement.

4.78 In order to provide flexibility with the phasing of the development, if a later Phase were to be initiated before any other undeveloped Phase, that would replace the next Phase in the rent schedule. For example, purposes, if Phase V were to be the next phase of the development and Phase II development has not been initiated, Phase V would take the place of the Phase II rent schedule. In addition to any requirements to obtain prior approval of revised site plans from the City of Loveland, if applicable, the Lessee agrees to provide no less than sixty (60) days' advance notice to the Cities along with a revised site plan regarding any such changes in phasing.

ARTICLE 5: ACCEPTANCE, CONSTRUCTION, CARE, MAINTENANCE, AND REPAIR

5.1 Subject to the provisions of Sections 1.3 and 1.4 hereof, Lessee accepts possession of the Leased Premises "as is" in its present condition, and, subject to all limitations imposed upon the use thereof by the rules and regulations of the Federal Aviation Administration ("FAA"), the Airport Rules and Regulations (as hereinafter defined), and by ordinances of the Cities. The Cities represent to Lessee that, to their knowledge, the Leased Premises are free of any adverse environmental conditions and no part of the Leased Premises lies in a flood hazard area or constitutes a fresh water wetland, nor is any part of the Leased Premises within one hundred feet (100') feet of a fresh water wetland. Except as may otherwise be provided for herein, the Cities shall not be required to maintain nor to make any improvements, repairs or restoration upon or to the Leased Premises or to any of the improvements presently located thereon or placed thereon by Lessee.

5.2 Lessee may construct the Improvements on the Leased Premises for the uses specified in Article 3 hereof and shall not be required to obtain any approvals from the Cities in connection therewith so long as the construction of the Improvements is substantially consistent with the previously approved Plans and Specifications. Prior to the commencement of any construction of the Improvements, Lessee shall have the Leased Premises staked by a certified surveying company to ensure all Improvements are placed accurately on the Leased Premises. Within ninety (90) days of any certificate of occupancy being received, Lessee shall submit to the Airport Manager a full set of as-built record drawings of the completed Improvements, which among other things, depicts exact locations of the completed Improvements, including utilities, made on and/or off of the Leased Premises.

5.3 All improvements, alterations, additions, removal and relocation of structures and construction projects constructed on the Leased Premises shall in all respects be accomplished in a good and workmanlike manner; in accordance with previously approved Plans and Specifications and the applicable building code; pursuant to a valid building permit, when applicable, issued by the applicable authority; according to the terms and conditions of such building permit; and in a manner consistent with state and federal requirements.

5.4 Lessee shall include in all construction contracts entered into by it in connection with any construction of the Improvements, a provision requiring the contractor to indemnify, release, and save harmless the Cities, their commissioners, officers, representatives, agents and employees from any and all loss of or damage to property, or injuries to, or death of, any person or persons and from

any and all damages, suits, causes of action, and judgments, including workman's compensation claims, in any way resulting from, or arising out of, directly or indirectly, such contractor's operations in connection herewith, and the contractor's use or occupancy of the Leased Premises, and of any portion of the Airport, and including acts and omissions of officers, employees, representatives, agents, servants, subcontractors, assigns, and suppliers of the contractor as well as all other persons doing business with contractor; provided, however, that the Cities shall give the contractor prompt and timely notice of any claim made against the Cities which may result in a judgment against the Cities because of such injuries or damages, and shall deliver to the contractor all papers, notices, documents, summons and other legal process served upon the Cities or its agents; provided further, that the contractor and its insurer, or either of them, shall have the right to compromise and defend all claims, actions, suits and proceedings to the extent of the contractor's interests therein; and, provided further, contractor need not indemnify, release and save harmless the Cities against loss of property, or injury to or death of persons, caused by the negligence or willful misconduct of the Cities, their commissioners, agents or employees. Lessee shall require the contractor to furnish liability insurance in such amounts as may be reasonably required by the Cities. Lessee shall also include in any construction contract such provisions as may be reasonably required by the Cities relating to the operations of the contractor on the Airport. Lessee shall provide to the Cities a copy of all construction contracts entered into in connection with the Leased Premises.

5.5 When construction work involving structural components or structural modification has been completed, Lessee shall deliver to the Cities a certificate of an architect or structural engineer licensed to practice in the State of Colorado, not in regular employ of either party hereto and familiar with the construction of said improvements, certifying that the improvements have been constructed substantially in accordance with the approved Plans and Specifications and in compliance with all laws, ordinances, and governmental rules and regulations and orders and certifying that in the engineer's or architect's opinion such improvements have an expected useful life of a duration which is customary for such improvements under similar conditions and circumstances.

5.6 Except as otherwise expressly provided herein, Lessee shall, throughout the term of this Agreement, assume the entire responsibility, cost and expense for all repair and maintenance whatsoever on the Leased Premises and all Improvements thereon in a good workmanlike manner, whether such repair or maintenance be ordinary or extraordinary, structural or otherwise. Additionally, Lessee, without limiting the generality hereof, shall, except as otherwise expressly provided herein:

5.6.1 Keep at all times, in a clean and orderly condition and appearance, the Leased Premises, all Improvements thereon and all of Lessee's fixtures, equipment and personal property which are located on any part of the Leased Premises. Lessee shall not park or leave, or allow to be parked, aircraft on the taxiways, ramps or pavement adjacent to any building in a manner which unduly interferes with or obstructs access to other buildings or movement on adjacent taxiways.

5.6.2 Provide and maintain on the Leased Premises all obstruction lights and similar devices, and safety equipment required by law.

5.6.3 Take measures to prevent erosion, including but not limited to, the planting and replanting of grasses with respect to all portions of the Leased Premises not paved or built upon, if any, and in particular shall plant, maintain and replant any landscaped areas.

5.6.4 Be responsible for the maintenance and repair of all utility services lines placed on the Leased Premises and used by Lessee exclusively, including, but not limited to, water lines, gas lines, electrical power and telephone conduits and lines, sanitary sewers and storm sewers.

5.6.5 Maintain (or cause to be maintained) all paved areas of the Leased Premises, excluding the Additional Taxiway (hereinafter defined), in a manner that is safe and clear of debris so as not to cause danger or unsafe conditions for taxiing aircraft and Airport users.

5.7 Lessee shall conduct an initial Phase I environmental study (“Phase I”) for the Leased Premises within six (6) months of the Effective Date. Such Phase I shall serve as a baseline for the provisions of this Paragraph 5.7 and 5.8 below. If such Phase I identifies conditions that need to be remediated, Lessor shall forthwith do so at its sole cost and expense, if Lessee so elects. Lessee shall notify the Cities of its decision to remediate within thirty (30) days of completion of the Phase I. If Lessee does not elect to remediate, the Lease shall terminate on the thirty-first (31st) day after completion of the Phase I. Thereafter, Lessee shall not cause or permit any Hazardous Material as said term is hereinafter defined, to be brought upon, kept or used in or about the Leased Premises by Lessee, its agents, employees, contractors, or sublessees without the prior written consent of the Cities, which consent the Cities shall not unreasonably withhold, condition or delay as long as Lessee demonstrates to the Cities’ reasonable satisfaction that such Hazardous Material is necessary, desirable or useful to Lessee’s business or operations on the Leased Premises and will be used, kept and stored in compliance with all laws regulating such Hazardous Material (“**Hazardous Material Regulations**”). Notwithstanding the foregoing, aircraft fuel, lubricating oil, antifreeze and biodegradable cleaning solvents used in the course of aircraft maintenance may be brought upon and used on the Leased Premises in the ordinary course of Lessee’s or its sublessees’ operations as long as any such materials are used, kept, stored, transported and disposed of in compliance with all applicable Hazardous Material Regulations, including, without limitation, the Storm Water Management Plan adopted by the Cities. If (i) Lessee breaches the obligations stated in the preceding sentence, or (ii) if the presence of Hazardous Material on the Leased Premises if caused by or voluntarily permitted by Lessee results in contamination of the Leased Premises, then Lessee shall indemnify, defend and hold the Cities harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses which arise during or after the lease term as the result of such contamination. This indemnification of the Cities by Lessee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater on or under the Leased Premises that occurred during the term of this Agreement as a result of Lessee’s or its sublessees’ acts. Without limiting the foregoing, if the presence of any Hazardous Material on the Leased Premises caused or permitted by Lessee results in any contamination of the Leased Premises, Lessee shall promptly take all actions, at its sole expense, as are necessary to return the Leased Premises to the condition existing prior to the introduction of any such Hazardous Material to the Leased Premises.

5.8 “**Hazardous Material**” means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of Colorado, or the United States Government and includes, without limitation, any material or substance that is (i) defined as a “hazardous substance” under appropriate state law provisions; (ii) petroleum; (iii) asbestos; (iv) designated as a “hazardous substance” pursuant to Section 311 of the Federal Water

Pollution Act (33 U.S.C. §1321); (v) defined as “hazardous waste” pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act (42 U.S.C. § 6903); (vi) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Compensation and Liability Act (42 U.S.C. §9601); or (vii) defined as a “regulated substance” pursuant to Subchapter IX Solid Waste Disposal Act (Regulation of Underground Storage Tanks) (42 U.S.C. §6991).

5.9 As shown on the Discovery Air Lease Areas site plan attached hereto as **Exhibit “C-1”**, Lessee may, as part of the Improvements, construct paved areas to be used for aircraft taxiing, towing and parking (“Ramp Area”), consistent with the Minimum Standards and upon such schedule and in phases as determined by Lessee in its sole discretion. Lessee shall construct the Ramp Area in compliance with FAA standards for airport design in effect at the time of construction. The Ramp Area is depicted on **Exhibit “C-1”** comprising a portion but not all of the Leased Premises.

5.9.1 The Ramp Area shall be built in accordance with all state and federal regulations, including those of the FAA Advisory Circular 150/5370-10H, Standard Specifications for Construction of Airports and the Transportation Security Administration (“TSA”), and Lessee shall warrant that the same shall be free of defects in materials and workmanship for a period of two (2) years after substantial completion and acceptance by the Cities of same.

5.10 Subject to the provisions of Article 10, Lessee shall keep the Leased Premises, and the Improvements constructed by Lessee or its sublessees on the Leased Premises free and clear of any liens and encumbrances, except as contemplated by Article 10, or unless expressly approved in writing by the Cities, and shall indemnify, hold harmless and defend the Cities from any liens and encumbrances arising out of any work performed or materials furnished by or at the direction of Lessee or its sublessees. In the event any lien is filed, Lessee shall do all acts necessary to discharge any lien within ten (10) days of filing, or if Lessee desires to contest any lien, then Lessee shall deposit with the Cities such security as the Cities shall reasonably demand to insure the payment of the lien claim. In the event Lessee fails to pay any lien claim when due or fails to deposit the security with the Cities, then the Cities shall have the right to expend all sums necessary to discharge the lien claim, and Lessee shall pay the Cities, as additional rental when the next rental payment is due, all sums expended by the Cities in discharging any lien, including reasonable attorneys’ fees and costs.

ARTICLE 6: ADDITIONAL OBLIGATIONS OF LESSEE

6.1 Lessee shall conduct its operations and cause each of its sublessees to conduct their operations hereunder in an orderly and proper manner, considering the nature of such operations, so as not to unreasonably annoy, disturb, endanger or be offensive to others.

6.2 Further, Lessee shall take all reasonable measures:

6.2.1 To reduce to a practicable minimum vibrations tending to damage any equipment, structure, buildings or portions of buildings.

6.2.2 Not to produce or allow to be produced on the Airport through the operation of machinery or equipment any electrical, electronic or other disturbances that interfere with the operation by the Cities or the FAA of air navigational, communication or flight equipment on the Airport or on aircraft using the Airport, or with ground transportation communications.

6.3 Lessee shall comply and shall require all of its sublessees to comply with all federal, state and municipal laws, ordinances, rules, regulations and requirements, the Minimum Standards, Airport security rules and regulations, and other Airport rules and regulations, as they now exist or may hereafter be amended or promulgated, and the terms of this Agreement, applicable to the Leased Premises and the Improvements thereon and its operations and activities at the Airport hereunder.

6.4 Lessee and its sublessees shall commit no nuisance, waste or injury on the Leased Premises, and shall not do, or permit to be done, anything that may result in the creation, commission or maintenance of such nuisance, waste or injury on the Leased Premises.

6.5 Lessee shall take measures and shall require its sublessees to take measures to ensure security in compliance with FAA and TSA regulations and the Airport Security Plan, as they now exist or may hereafter be amended or promulgated.

6.6 Lessee and its sublessees shall not do, nor permit to be done, any act or thing which will invalidate or conflict with any fire insurance policies or regulations applicable to the Leased Premises or any part thereof; or other contiguous premises at the Airport.

6.7 Lessee and its sublessees shall be responsible for complying with all laws and regulations related to the installation, maintenance or operation of any restaurant, kitchen, stand or other establishment of any type for the sale of food or of any vending machines or device designed to dispense or sell merchandise or services of any kind to the general public.

6.8 Except for uses permitted under Article 3 hereof, Lessee shall not provide or allow to be provided, any services of any sort on the Leased Premises for commercial purposes without all required development approvals, and a license from the Cities if and as required by the Minimum Standards then in effect.

6.9 Lessee will conduct its operations and require its sublessees to conduct their operations in such a manner as to keep the noise produced by aircraft engines and component parts thereof, and any other noise, to a minimum, by such methods as are practicable, considering the extent and type of the operations of Lessee and/or its sublessees and the limitations of federal law. Lessee and its sublessees agree that all aircraft based on the Leased Premises shall comply with the noise standards established under Part 36 of Title 14 of the Code of Federal Regulations ("FAR 36") as amended from time to time. In addition, Lessee and its sublessees will employ the maximum amount of noise arresting and noise reducing devices that are available and economically practicable, considering the extent of their operations, but in no event less than those devices required by federal, state or local law. In its use of the Leased Premises, Lessee and its sublessees shall take all possible care, exercise caution and use commercially reasonable efforts to minimize prop or jet blast interference and prevent jet blast damage to aircraft operating on taxiways and to buildings, structures and roadways, now located on or which in the future may be located on areas adjacent to the Leased Premises. In the event the Cities determine that Lessee and/or its sublessees has not curbed the prop or jet blast interference and/or damage, Lessee hereby covenants and agrees to erect and maintain at its own expense such structure or structures as may be necessary to prevent prop or jet blast interference, subject, however, to the prior written approval of the Cities as to type, manner and method of construction.

6.9 Lessee shall not store nor permit the storage of disabled aircraft or any equipment or materials outside of the Improvements on the Leased Premises for any period in excess of thirty (30) consecutive days without the prior written approval of the Cities.

6.10 On forms and at the frequency prescribed by the Airport Manager at least annually, and with respect to each aircraft regularly stored on the Leased Premises, Lessee shall provide the Cities with the (a) make and model (b) N-number and (c) identity and address of the registered owner. This requirement shall apply to aircraft whether owned by Lessee or another party, and regardless of whether its storage is subject to the Minimum Standards.

ARTICLE 7: INGRESS AND EGRESS

7.1 Lessee and its sublessees shall have the right of ingress and egress between the Leased Premises and the public landing areas at the Airport by means of connecting taxiways; and between the Leased Premises and the entrance(s) to the Airport by means of connecting paved roads. In addition, Lessee and its sublessees shall have the right to use the public runways and public aviation aids at all times during which they are open to the public. Such rights of ingress, egress and use shall be in common with others having rights of use and passage thereon.

7.1.1 Lessee shall be responsible for the construction of any taxiways and/or roadways needed for access to the Leased Premises at its sole cost and expense. Upon completion of construction, those portions of any such taxiways or roadways located off the Leased Premises shall be conveyed and dedicated to the Cities or City of Loveland, as determined in a development agreement to be considering during the **Inspection and Entitlement Period** as part of site plan development approval process that shall address maintenance, conveyance and dedication, warranty, and warranty surety.

7.2 The use of any roadways or taxiways on the Airport shall be subject to the Rules and Regulations of the Airport, which are now in effect or which may hereafter be promulgated, and subject to temporary closure, provided, however, that any closure shall be only for reasonably necessary or unique circumstances, and provided that fourteen (14) days' prior written notice will be given to Lessee relevant to any closure, unless such closure is necessary due to emergency. Lessee, for itself and its authorized sublessees, hereby releases and discharges the Cities, the Commission, their officers, employees and agents, and all their respective successors and assigns, of and from any and all claims, demands, or causes of action which Lessee or its authorized sublessees may now or at any time hereafter have against any of the foregoing, arising or alleged to arise out of the closing of any street, roadway or other area, provided that other reasonable means of access to the Leased Premises remain available to Lessee without cost to Lessee, unless otherwise mandated by emergency safety considerations or lawful exercise of the police power. Lessee shall not do or permit anything to be done which will interfere with the free access and passage of others to space adjacent to the Leased Premises or in any streets or roadways on the Airport.

7.3 Lessee understands and agrees that the public taxilanes on the Leased Premises may be used by all airplanes legally upon the Airport. Lessee shall assure that the public taxilanes are left open and unobstructed. Notwithstanding anything contained in this Agreement to the contrary, it is expressly agreed and understood that Lessee has no obligation to monitor or police vehicles (except those allowed on the Airport by Lessee) on the public taxilanes to determine if they are legally upon the Airport or to determine if they are operating in a safe condition or in a safe manner.

ARTICLE 8: INSURANCE, DAMAGE OR DESTRUCTION

8.1 Lessee, at its sole cost and expense, shall procure and maintain throughout the term of this Agreement insurance protection for all risk coverage on the Improvements which are part of the Leased Premises to the extent of one hundred percent (100%) of the actual replacement cost thereof. All policies of insurance required herein shall be taken out with insurance companies qualified to do insurance business in the State of Colorado and having a Bests' Insurance Guide rating of at least A-, and all such policies shall be renewed at least ten (10) days before their expiration date.

8.1.1 The above stated property insurance shall be for the benefit and to safeguard the interests of the Cities and Lessee.

8.1.2 Lessee shall settle all losses with the insurance carrier. Lessee shall consult with the Cities and use its best efforts to obtain a settlement that covers the cost of repairing or rebuilding the Improvements.

8.1.3 Lessee shall provide certificates of insurance, in a form acceptable to the Cities and marked "premium paid" evidencing existence of all insurance required to be maintained prior to occupancy of the Improvements. Upon the failure of Lessee to maintain such insurance as above provided, the Cities, at their option, may take out such insurance and charge the cost thereof to Lessee, which shall be payable on demand, or may give notice of default pursuant to Article 18.

8.2 In the event the Improvements and any subsequent improvements, insurable or uninsurable, on the Leased Premises are damaged or destroyed to the extent that they are unusable by Lessee for the purposes for which they were used prior to such damage, or same are destroyed, Lessee shall promptly repair and reconstruct the Improvements substantially as they were immediately prior to such casualty or in a new or modified design, subject to the provisions of Article 5 hereof and applicable building codes and Airport design standards, if any, existing at the time of repairing or rebuilding. If the aforesaid damage or destruction occurs in the last five (5) years of the Term, Lessee may elect not to repair and reconstruct the Improvements, subject to the following terms and conditions:

8.2.1 Lessee shall give the Cities written notice of its election not to repair and reconstruct the Improvements within ninety (90) days of the date upon which the Improvements were damaged or destroyed. In such case, the Cities shall have the option of either:

8.2.1.1 Requiring Lessee to clear the site, remove all debris and paving, stub up all utilities, and restore the site to its original cleared condition prior to commencement of construction; in which case Lessee shall retain all insurance proceeds above those necessary to fund such site restoration; or

8.2.1.2 Taking title to the damaged Improvements, as is, in which case Lessee shall assign to and the Cities shall retain all insurance coverage and proceeds.

8.2.2 Upon Lessee's notice under Section 8.2.1 hereof and Lessee's compliance with the provisions of Sections 8.2.1.1 or 8.2.1.2 hereof, the Cities shall terminate this Agreement and relieve Lessee of all future rental obligations hereunder.

8.3 All policies of insurance required herein shall name the Cities as additional insureds.

8.4 Whenever in this Agreement, provision is made for the carrying of any insurance, it shall be deemed that such provision is complied with if such insurance otherwise complying with such provision is carried under a blanket policy or policies covering the Leased Premises as well as other properties.

8.5 Lessee shall not violate, nor permit to be violated, any of the conditions of any of the said policies; and shall perform and satisfy, or cause to be satisfied, the requirements of the companies writing such policies.

ARTICLE 9: LIABILITIES AND INDEMNITIES

9.1 The Cities shall not in any way be liable for any cost, liability, damage or injury, including cost of suit and expenses of legal services, claimed or recovered by any person whomsoever as a result of any operations, works, acts or omissions performed on the Leased Premises, or the Airport, by Lessee, its agents, servants, employees or authorized sublessees, or their guests or invitees. Lessee, and each of its sublessees, shall not in any way be liable for any cost, liability, damage or injury, including cost of suit and expenses of legal services, claimed or recovered by any person whomsoever as a result of any operations, works, acts or omissions performed on the Leased Premises, or the Airport, solely by the Cities or the Commission, their agents, servants, employees or authorized tenants, or their guests or invitees.

9.2 Lessee agrees (and shall cause its sublessees to agree) to indemnify, save and hold harmless, the Cities and the Commission, their officers, agents, servants and employees (collectively, "**Indemnified Parties**"), of and from any and all costs, liability, damage and expense, including costs of suit and reasonable expenses of legal services, claimed or recovered, justly or unjustly, falsely, fraudulently or frivolously, by any person, firm or corporation by reason of injury to, or death of, any person or persons, including Cities' personnel, and damage to, destruction or loss of use of any property, including Cities' property, to the extent arising from, or resulting from, any operations, works, acts or omissions of Lessee, its agents, servants, employees, contractors, or authorized sublessees; provided, however, the foregoing indemnity shall not apply to the extent any such cost, liability, damage or expense arises from the negligence or willful misconduct of any Indemnified Parties. Upon the filing with the Cities by anyone of a claim for damages arising out of incidents for which Lessee herein agrees to indemnify and hold the Indemnified Parties harmless, the Cities shall notify Lessee of such claim and in the event that Lessee does not settle or compromise such claim, then Lessee shall undertake the legal defense of such claim on behalf of Lessee and the Indemnified Parties. It is specifically agreed, however, that the Cities at their own cost and expense, may participate in the legal defense of any such claim. Any final judgment rendered against the Indemnified Parties for any cause for which Lessee is liable shall be conclusive against Lessee as to liability and amount upon the expiration of the time for appeal.

9.3 Lessee shall procure and keep in force during the term of this Agreement a policy of commercial general liability insurance insuring Lessee and the Cities against any liability for personal

injury, bodily injury, death, or property damage arising out of the subject of this Agreement with a combined single limit of at least Five Million dollars (\$5,000,000.00). Lessee shall also procure and keep in force during the term of this Agreement policies or endorsements providing coverage for aircraft liability, hangar keepers' liability, products liability, motor vehicle liability and insured contracts coverage with the same combined single limit. Finally, Lessee shall maintain workers' compensation insurance in accordance with Colorado law. The policies shall be for the mutual and joint benefit and protection of Lessee and the Cities and such policies shall contain a provision that the Cities, although named as an insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its servants, agents, citizens, and employees by reason of Lessee's negligence. Lessee shall provide certificates of insurance, in a form reasonably acceptable to the Cities and marked "premium paid" evidencing existence of all insurance required to be maintained by Lessee prior to the Commencement Date. In addition to the insurance requirements of this Section 9.3, Lessee shall procure (or cause the operator of the FBO facility to procure), prior to the opening and operation of the FBO facility, all insurance for an FBO and for any additional specialized services offered by Lessee (or the FBO operator) as required by the Minimum Standards; provided that in the event of any conflict between the insurance provisions of this Agreement and the terms of the Minimum Standards, the most stringent insurance requirements shall apply.

9.4 Lessee represents that it is the owner of or fully authorized to use any and all services, processes, machines, articles, marks, names or slogans used by it in its operations under or in any way connected with this Agreement. Lessee agrees to save and hold the Cities, their officers, employees, agents and representatives free and harmless of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of Lessee under or in any way connected with this Agreement.

ARTICLE 10: LEASEHOLD MORTGAGES

10.1 Subject to the Cities' prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, Lessee may, at any time, or from time to time, hypothecate, pledge, encumber or mortgage its interest in this Agreement, the leasehold estate in the Leased Premises created hereby, or any part or parts thereof or interest therein. No mortgage or other encumbrance of the leasehold that is granted by Lessee may encumber the fee or reversionary interest of the Cities in the Leased Premises. So long as Lessee is in compliance with all terms, conditions, and provisions of the Lease, the right of Lessee to mortgage its leasehold estate shall be a continuing right and shall not be deemed to be exhausted by its exercise on one or more occasions. However, it shall be a further condition of Lessee's right to mortgage its leasehold estate that the mortgagee agree notwithstanding the terms of any mortgage that all insurance proceeds available to Lessee will be applied to repair and restore any damaged building(s) or other improvements located on the Leased Premises. If Lessee shall execute a Leasehold Mortgage of its leasehold estate, and if the holder of such Leasehold Mortgage shall provide the Cities through the Commission or Airport Manager with notice in the manner described in Article 23 with notice of such Leasehold Mortgage together with a true copy of such Leasehold Mortgage and the name and address of the Leasehold Mortgagee (as hereinafter defined), then following receipt of such notice by the Cities, the provisions of this Article 10 shall apply in respect to such Leasehold Mortgage.

10.2 The term "Leasehold Mortgage" as used in this Agreement shall include, but not be limited to, a mortgage, a deed of trust, a deed to secure debt, or other security instrument by which

Lessee's leasehold estate is mortgaged, conveyed, assigned, or otherwise transferred, to secure a debt or other obligation in connection with the construction contemplated by Article 5, above. The term "**Leasehold Mortgagee**" as used in this Agreement shall refer to the holder of any Leasehold Mortgage upon the leasehold estate created by this Agreement and/or in Lessee's interest and estate in any Improvements.

10.3 The Cities, upon providing Lessee any notice of default under this Agreement or termination of this Agreement, shall at the same time provide a copy of such notice to the Leasehold Mortgagee by first class U.S. mail at the address specified in the notice given pursuant to Section 10.1, above. Such Leasehold Mortgagee shall have the additional periods of time specified in Sections 10.4 hereof to remedy, commence remedying, or cause to be remedied the default or acts or omissions which are specified in any such notice. The Cities shall accept such performance by or at the instigation of such Leasehold Mortgagee as if the same had been done by Lessee.

10.4 Anything contained in this Agreement to the contrary notwithstanding, if any default shall occur which entitles the Cities to terminate this Agreement, the Cities shall have no right to terminate this Agreement unless, following the expiration of the period of time given Lessee to cure such default or the act or omission which gave rise to such default, the Leasehold Mortgagee is given an additional period of sixty (60) days to:

10.4.1 Notify the Cities of such Leasehold Mortgagee's desire to defeat such termination notice; and

10.4.2 Pay or cause to be paid all rent, additional rent, and other payments then due and in arrears as specified in the termination notice to such Leasehold Mortgagee and which may become due during such sixty (60) day period; and

10.4.3 Comply with due diligence and continuity, or in good faith commence to and with diligence continue to pursue compliance with all non-monetary requirements of this Agreement then in default.

10.5 The making of a Leasehold Mortgage shall not be deemed to constitute an assignment or transfer of this Agreement or of the leasehold estate hereby created, nor shall the Leasehold Mortgagee, as such, be deemed to be an assignee or transferee of this Agreement or of the leasehold estate hereby created so as to require such Leasehold Mortgagee, as such, to assume the performance of any of the terms, covenants or conditions of this Agreement. Any Leasehold Mortgagee who acquires Lessee's interest in this Agreement by foreclosure, assignment in lieu of foreclosure or otherwise shall be deemed to be a permitted assignee or transferee, and shall be deemed to have agreed to perform all of the terms, covenants and conditions on the part of Lessee to be performed hereunder from and after the date of such purchase or assignment, but only for so long as such purchaser or assignee is the owner of the leasehold estate. If the Leasehold Mortgagee or its designee shall become holder of the leasehold estate and if the Improvements on the Leased Premises shall have been or become materially damaged on, before or after the date of such purchase or assignment, the Leasehold Mortgagee or its designee shall, subject to Section 8.2 hereof, be obligated to repair, replace or reconstruct the damaged Improvements.

ARTICLE 11: RULES AND REGULATIONS

Lessee acknowledges that the Cities have proposed or adopted rules and regulations with respect to the occupancy and use of the Airport (“**Rules and Regulations**”), and such Rules and Regulations may be amended, supplemented or re-enacted from time to time by the Cities, provided that such Rules and Regulations apply generally to all similar occupants and users on the Airport and same do not unreasonably impede, impair or restrain general aviation usage at the Airport. Lessee and its sublessees agree to observe and obey any and all such Rules and Regulations and all other federal, state and municipal rules, regulations and laws and to require its officers, agents, employees, sublessees, contractors, and suppliers to observe and obey the same. In the event of a conflict between the provisions of the Rules and Regulations and this Agreement, the more stringent provisions shall control. This provision will include compliance with the Airport’s Noise Abatement Plan as it now exists and as it may hereafter be amended or supplemented. The Cities reserve the right to deny access to the Airport and its facilities to any person, firm or corporation that fails or refuses to obey and comply with the Rules and Regulations or any other applicable rules, regulations or laws. Nothing in this Article 11 shall be construed to limit the rights of Lessee to file any action challenging the lawfulness of any such amendment, supplement or reenactment of any such Rules and Regulations, or to challenge the application of the same to Lessee.

ARTICLE 12: SIGNS

Lessee shall have the right to install and maintain one or more signs on the Leased Premises identifying Lessee, its sublessees and their operations and identifying permitted business tenants in the FBO facility; provided, however, the subject matter, type, design, number, location and elevation of such signs, and whether lighted or unlighted, shall be subject to and in accordance with the City of Loveland Sign Code and Airport design standards, if any. No sign will be allowed that may be confusing to aircraft pilots or automobile drivers or other traffic.

ARTICLE 13: ASSIGNMENT AND SUBLEASE

13.1 The prior written consent of the Cities shall be required for any sale, transfer, assignment or sublease of this Agreement and of the leasehold estate hereby created. Consent may be withheld by the Cities in the event (a) Lessee is in default of any of the terms or conditions of this Agreement beyond any applicable notice and cure period; (b) the transferee, assignee or sublessee does not deliver to the Cities its written agreement to be bound by all of the provisions of this Agreement in a form reasonably satisfactory to the Cities; (c) the transferee, assignee or sublessee does not submit proof of insurance as required at Sections 8 and 9, herein; or (d) the transferee, assignee or sublessee has not met the licensing requirements set forth in the Minimum Standards. In reviewing a request for consent to assignment or sublease of this Agreement, the Cities may inquire into the legal, technical and financial qualifications of the proposed transferee, assignee or sublessee, and Lessee shall provide such information and assistance as may be reasonably requested in doing so. The Cities may condition their consent to or deny consent for any transfer, assignment or sublease upon terms and conditions reasonably related to the legal, technical, and financial qualifications of the proposed transferee, assignee or sublessee. Consent shall not otherwise be unreasonably withheld, conditioned or delayed. Upon the granting of written consent by the Cities and actual transfer or assignment, Lessee shall be released by the Cities from its obligations under this Agreement. Other

than in the manner set forth in Article 29 below, Lessee shall not subdivide or fractionalize either its ownership of the Improvements or leasehold interest in the Leased Premises.

13.2 Notwithstanding the provisions of Section 13.1, Lessee shall have the right to engage in the following activities through sublease, license or concession agreements, which shall be subject and subordinate to this Agreement and include the same insurance and indemnity provisions in favor of the Cities, without the prior written consent of the Cities:

13.2.1 “Aeronautical activities” as defined in Section 3.1 above; and

13.2.2 Subletting of hangar space, retail and restaurant space, office space and the FBO facility, renting of tie-down space, and other activities included in services provided by an FBO under the Minimum Standards, as amended from time to time.

13.3 Notwithstanding anything to the contrary contained herein, Lessee shall be permitted to assign this Agreement (without the need for Cities’ approval) to any corporation with which Lessee may merge or consolidate, or to which Lessee may sell or assign all or substantially all of its corporate assets, or to a wholly owned subsidiary or affiliate, so long as such corporation or entity taking assignment is controlled by Martin Lind.

13.4 Any attempt to transfer any interest in violation of the provisions of this Article 13 shall be void unless otherwise provided by Colorado law.

ARTICLE 14: CONDEMNATION

In the event that all or any portion of the Leased Premises is taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of appropriation, condemnation or eminent domain (or pursuant to a sale to such power or authority under the threat of condemnation or eminent domain), all rents payable with respect to that portion of the Leased Premises taken shall no longer be payable, and the proceeds, if any, from such taking or sale shall be allocated between the Cities and Lessee in accordance with the applicable condemnation law, with Lessee being entitled to compensation for the fair market value of the leasehold interest, Improvements and personal property taken. If a portion of the Leased Premises is so taken or sold, and as a result thereof, the remaining part cannot reasonably be used to continue the authorized uses set forth in Article 3, as determined by Lessee in its sole discretion, then this Agreement shall terminate at Lessee’s election, and Lessee’s obligation to pay rent and perform the other conditions of this Agreement shall be deemed to have ceased as of the date of such taking or sale. In the event Lessee elects not to terminate this Agreement, effective as of the date of such taking, the rental payable hereunder shall be wholly abated during any time Lessee or its sublessees are unable to carry on their operations, and upon restoration and resumption of Lessee’s and its sublessees’ operations, the rental payable hereunder shall be reduced by the same proportion which that portion of the Leased Premises so taken bears to the entire area of the Leased Premises prior to such taking. Nothing in this subparagraph shall be construed to limit the Cities' rights to condemn Lessee's leasehold rights and interests in the Leased Premises pursuant to state law.

ARTICLE 15: CIVIL RIGHTS NON-DISCRIMINATION

15.1 In all its activities within the scope of its airport program, Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. Lessee transfers its obligation to another, the transferee is obligated in the same manner Lessee. This provision obligates Lessee for the period during which the property is used or possessed by Lessee and the Airport remains obligated to the FAA. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

15.2 During the performance of this Agreement, Lessee for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 Stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- b. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964);
- c. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601 (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- d. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*) as amended (prohibiting discrimination on the basis of disability), and 49 CFR Part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- e. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- f. Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- g. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadening the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- h. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implementing by U.S. Department of Transportation Regulations at 49 CFR Parts 37 and 38;
- i. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficient (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. at 74087 (2005)]; and
- l. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681 et seq.)

15.3 Lessee, including personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the list of non-discrimination acts and authorities, as enumerated in the preceding subsection. In the event of breach of any of the above nondiscrimination covenants, the Cities will have the right to terminate this Agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if the Agreement had never been made or issued.

15.4 During the performance of this Agreement, Lessee, for itself, its assignees, and successors in interest, agrees as follows:

- a. Compliance with Regulations: Lessee will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
- b. Nondiscrimination: Lessee], with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Lessee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made Lessee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Lessee of contractor's obligations under this Agreement and the Nondiscrimination Acts and Authorities.

- d. **Information and Reports:** Lessee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Cities or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Lessee will so certify to the Cities or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event of Lessee noncompliance with the non-discrimination provisions of this Agreement, the Cities will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to, cancelling, terminating, or suspending this Agreement, in whole or in part.
- f. **Incorporation of Provisions:** Lessee will include the provisions of this subsection in every contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant hereto. Lessee will take action with respect to any subcontract or procurement as the Cities or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Lessee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Lessee may request the Cities to enter into any litigation to protect the interests of the Cities. In addition, Lessee may request the United States to enter into the litigation to protect the interests of the United States.

ARTICLE 16: GOVERNMENTAL REQUIREMENTS

16.1 Lessee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over Lessee's operations at the Leased Premises which may be necessary for Lessee's operations on the Airport.

16.2 Lessee shall pay all taxes, license, certification, permits and examination fees and excise taxes which may be assessed, levied, exacted or imposed on the Leased Premises or operation hereunder or on the gross receipts or gross income to Lessee therefrom, and shall make all applications, reports and returns required in connection therewith.

16.3 Lessee shall pay all water, sewer, utility and other applicable use taxes and fees, arising from its occupancy and use of the Leased Premises and/or the Improvements.

16.4 Lessee agrees that the Cities are governmental entities; therefore, all direct and indirect financial obligations of each City under this Agreement shall be subject to annual appropriations pursuant to Article X, Section 20 of the Colorado Constitution, the Cities' respective charters and ordinances, and applicable law. This Agreement and the obligations of the Cities hereunder do not constitute a multi-year fiscal obligation and are expressly contingent upon the Cities' respective governing bodies budgeting and appropriating the funds necessary to fulfill the Cities' respective obligations.

ARTICLE 17: RIGHTS OF ENTRY RESERVED

17.1 The Cities, by their officers, employees, agents, representatives and contractors, shall have the right at all reasonable times to enter upon the Leased Premises and enter the Improvements for any and all purposes not inconsistent with this Agreement, including, without limitation, inspection, environmental testing, and repair and maintenance of the Additional Taxiway, if it exists, provided such action by the Cities, their officers, employees, agents, representatives and contractors does not unreasonably interfere with Lessee's (or its sublessees') use, occupancy or security requirements of the Leased Premises. Except when necessary for reasons of public safety or law enforcement, or for the protection of property, as reasonably determined by the Cities, the Cities shall provide seventy-two (72) hours' written notice of its intent to inspect.

17.2 Without limiting the generality of the foregoing, the Cities, by their officers, employees, agents, representatives, contractors and furnishers of utilities and other services, shall have the right, at their own cost and expense, whether for their own benefit, or for the benefit of others than Lessee at the Airport, to maintain existing and future Airport mechanical, electrical and other utility systems and to enter upon the easements in the Leased Premises to make such repairs, replacements or alterations thereto, as may, in the opinion of the Cities, be deemed necessary or advisable, and from time to time to construct or install over, in or under existing easements within the Leased Premises such systems or parts thereof and in connection with such maintenance use the Leased Premises' existing easements for access to other parts of the Airport otherwise not conveniently accessible; provided, however, that in the exercise of such rights of access, repair, alteration or new construction, the Cities shall not install a utility under or through any building on the Leased Premises or unreasonably interfere with the actual use and occupancy of the Leased Premises by Lessee (or its sublessees). It is specifically understood and agreed that the reservation of the aforesaid right by the Cities shall not impose or be construed to impose upon the Cities any obligation to repair, replace or alter any utility service lines now or hereafter located on the Leased Premises for the purpose of providing utility services only to the Leased Premises; provided, however, that if the Cities repair, replace or alter any utility service lines now or hereafter located on the Leased Premises for the purpose of providing utility services to others, the Cities will restore the Leased Premises to their preexisting condition in a timely manner. Lessee will provide for the installation, maintenance and repair, at its own expense, of all service lines of utilities providing services only to the Leased Premises. Cities will repair, replace and maintain all other utility lines, at the Cities' expense.

17.3 In the event that any personal property of Lessee or any sublessee shall obstruct the access of the Cities, their officers, employees, agents or contractors, or the utility company furnishing utility service over, along and across the existing easements to any of the existing utility, mechanical, electrical and other systems, and thus shall interfere with the inspection, maintenance or repair of any such system pursuant to Section 17.2, Lessee shall move such property, as directed by the Cities or said utility company, upon reasonable notice by the Cities, in order that access may be had to the system or part thereof for inspection, maintenance or repair. If Lessee or any sublessee shall fail to so move such property after direction from the Cities or said utility company to do so, the Cities or the utility company may move it, and Lessee on behalf of itself and its sublessees hereby waives any claim against the Cities for damages as a result there from, except for claims for damages arising from the Cities' negligence or willful misconduct.

17.4 The Cities reserve the right to access the Leased Premises at all times and without notice to Lessee for the operation of emergency vehicles and fire trucks as necessary or appropriate to the safe operation of the Airport.

ARTICLE 18: TERMINATION

18.1 In the event of a default on the part of Lessee in the payment of rents, the Cities shall give written notice to Lessee and each holder of a Leasehold Mortgage, if any, of which they have been give notice under Section 10.1, of such default, and demand the cancellation of this Agreement, or the correction thereof. If, within sixty (60) days after the date the Cities give such notice, Lessee has not corrected said default and paid the delinquent amount in full, then subject to Article 10 above, the Cities may, by written notice to Lessee and the holder of a Leasehold Mortgage, terminate this Agreement.

18.2 Subject to the provisions of Section 18.1 and Article 10 above, this Agreement, together with all rights and privileges granted in and to the Leased Premises, shall terminate at the option of the Cities with prompt written notice to Lessee and the holder of a Leasehold Mortgage upon the happening of any one or more of the following events:

18.2.1 The filing by Lessee of a voluntary petition in bankruptcy, or any assignment for benefit of creditors of all or any part of Lessee's assets; or

18.2.2 Any institution of proceedings in bankruptcy against Lessee; provided, however, that Lessee may defeat such termination if the petition is dismissed within one hundred twenty (120) days after the institution thereof; or

18.2.3 The filing of a petition requesting a court to take jurisdiction of Lessee or its assets under the provision of any Federal reorganization act which, if it is an involuntary petition is not dismissed within one hundred twenty (120) days after its being filed; or

18.2.4 The filing of a request for the appointment of a receiver or trustee of all, or substantially all, of Lessee's assets by a court of competent jurisdiction, which if the request if not made by Lessee is not rejected within one hundred twenty (120) days after being made, or the request for the appointment of a receiver or trustee of all, or substantially all, of Lessee's assets by a voluntary agreement with Lessee's creditors.

18.3 Subject to Article 10, upon the default by Lessee in the performance of any covenant or condition required to be performed by Lessee other than the payment of rent, and the failure of Lessee to remedy such default for a period of sixty (60) days after mailing by the Cities of written notice to remedy the same, unless more extensive notice is otherwise provided for in this Agreement, the Cities may, by written notice of cancellation to Lessee, and each holder of a Leasehold Mortgage, terminate this Agreement and all rights and privileges granted hereby in and to the Leased Premises.

18.4 Upon the default by Lessee, and the giving of notice of the default and cancellation by the Cities as provided for elsewhere herein, the notice of cancellation shall become final.

18.5 Subject to the provisions of Section 18.1 and Article 10, upon the cancellation or termination of this Agreement for any reason, all rights of Lessee, authorized tenants and any other

person in possession of the Leased Premises shall terminate, including all rights or alleged rights of Leasehold Mortgagees, sublessees, creditors, trustees, assigns, and all others similarly so situated as to the Leased Premises. Except as may be expressly provided to the contrary elsewhere herein, upon said cancellation or termination of this Agreement for any reason, the Leased Premises and all Improvements located thereon, except for Lessee's (and its sublessees') equipment, fixtures and other personal property which may be removed from said Leased Premises without damage thereto as provided elsewhere herein, shall be and become the property of the Cities, free and clear of all encumbrances and all claims of Lessee, its sublessees (if any), Leasehold Mortgagees, creditors, trustees, assigns and all others, and the Cities shall have immediate right of possession of the Leased Premises and such Improvements. Lessee agrees to execute any documents, if any, necessary to transfer title of such Improvements to the Cities.

18.6 Failure by the Cities or Lessee to take any authorized action upon default by Lessee of any of the terms, covenants or conditions required to be performed, kept and observed by Lessee shall not be construed to be, nor act as, a waiver of said default nor of any subsequent default of any of the terms, covenants and conditions contained herein to be performed, kept and observed by Lessee. Acceptance of rentals by the Cities from Lessee, or performance by the Cities under the terms hereof, for any period or periods after a default by Lessee of any of the terms, covenants and conditions herein required to be performed, kept and observed by Lessee shall not be deemed a waiver or estoppel of any right on the part of the Cities to cancel this Agreement for any subsequent failure by Lessee to so perform, keep or observe any of said terms, covenants or conditions.

18.7 This Lease will terminate at the option of Lessee:

18.7.1 Upon the permanent closure of the Airport, the term "permanent closure" to mean for the purposes of this Agreement, the closure of the Airport for ninety (90) or more consecutive days;

18.7.2 The loss of the ability of Lessee, its sublessees or their customers due to no significant fault of Lessee to fly in or out of the Airport for reasons other than inclement weather, casualty or disaster, for a period of ninety (90) consecutive days; and

18.7.3 The default by Cities in the performance of any covenant or condition required to be performed by the Cities, and the failure of the Cities to remedy such default for a period of sixty (60) days after receipt from Lessee of written notice to remedy the same, or default in the timely payment of any money due Lessee and failure to cure such default within sixty (60) days after notice to the Cities. Notice of exercise of the option to terminate by Lessee shall be given in the manner specified in Article 23 (Notices).

18.8 If, after the FBO facility is operational, Lessee ceases to conduct or cause to be conducted its authorized Aeronautical Activities on the Leased Premises for a period of twelve (12) consecutive months, the Cities may terminate this Agreement by written notice to Lessee given at any time while such cessation continues, unless Lessee resumes or causes to be resumed such activities within sixty (60) days following receipt of written notice from the Cities of such intent to terminate this Agreement.

18.9 Upon termination of this Agreement prior to the expiration of the Term, the Cities may, but are not required to, relet the Leased Premises, or any part thereof, for the whole or any part of the

remainder of the Term, or for a longer period of time. Subject to Section 21.3, any rents received by the Cities as a result of such reletting shall remain the property of the Cities and shall not be credited to or otherwise become the property of Lessee.

ARTICLE 19: OWNERSHIP OF IMPROVEMENTS, SURRENDER

19.1 Title to the Improvements during the Term shall be in Lessee, but notwithstanding such title, the terms and conditions of this Agreement shall govern the construction, use, maintenance and operation of the Improvements and the exercise of Lessee's rights with respect thereto; and Lessee's right, title, interest, and estate in and to the Improvements shall not be separable from the leasehold estate granted Lessee hereunder. Lessee shall be entitled to claim all depreciation and other tax attributes applicable to the use and ownership of the Improvements during the Term. Upon the expiration or earlier termination of this Agreement, title to the Improvements shall vest in and become the full and absolute property of the Cities without need of any further action being taken by Lessee or the Cities, and Lessee shall immediately surrender possession of the Improvements upon such termination or expiration as provided in Section 19.2 below. Lessee shall execute any and all documents, if any, necessary to transfer title to the Cities. Except as otherwise expressly set forth herein, the value or cost of the Improvements constructed by Lessee shall not in any way constitute a substitute for or a credit against any obligation of Lessee under this Agreement to pay rent as required pursuant to Article 4.

19.2 Subject to Section 8.2 above, upon the expiration, cancellation or earlier termination of this Agreement pursuant to any terms hereof, Lessee shall peaceably quit and surrender the Leased Premises and Improvements, and any and all machinery and equipment constructed, installed or placed by Lessee thereon which is necessary to the operation of the Improvements to the Cities in good order and condition, ordinary wear and tear and obsolescence in spite of repair excepted. Lessee shall have the right, but not the obligation, within sixty (60) days after expiration or earlier termination of this Agreement to remove from the Leased Premises all personal property, fixtures and trade equipment other than fixtures, machinery and equipment necessary to the operation of the Improvements. Lessee shall repair, at its sole cost and expense, any damage to the Leased Premises or to the Improvements caused by such removal.

19.3 Upon such expiration, cancellation or termination, the Cities may re-enter and repossess the Leased Premises together with all Improvements and additions thereto, or pursue any remedy permitted by law for the enforcement of any of the provisions of this Agreement, at the Cities' election. In the event that Lessee remains in possession of the Leased Premises after the expiration, cancellation or termination of this Agreement without written agreement with respect thereto, then Lessee shall be deemed to be occupying the Leased Premises as a tenant at-will, subject to all of the conditions, provisions and obligations of this Agreement, but without any rights to extend the term of this Agreement. The Cities' acceptance of rent from Lessee in such event shall not alter the status of Lessee as a tenant at-will whose occupancy of the Leased Premises may be terminated by the Cities at any time upon thirty (30) days' prior written notice.

ARTICLE 20: SERVICES TO LESSEE

20.1 The Cities covenant and agree that during the term of this Agreement, and subject to Airport priorities then in effect, they will use reasonable efforts to (a) operate the Airport as such for the use and benefit of the public; provided, however, that the Cities may prohibit or limit any given type, kind or class of aeronautical use of the Airport if such action is necessary for the safe and/or

efficient operation of the Airport or necessary to serve the civil aviation needs of the public, (b) maintain the runways, taxiways and Additional Taxiway, if it exists, in good repair, including the removal of snow, and (c) keep in good repair hard-surfaced public roads on the Airport for access to the Leased Premises and remove snow.

20.1.1 Except as otherwise expressly set forth herein, said obligations of the Cities relevant to the maintenance of public roads and taxiways shall extend to the point where in such roads, streets and taxiways reach the property line of the Leased Premises, or the Ramp area constructed by Lessee under Article 4.5.

20.1.2 Except as otherwise expressly set forth herein, said obligations of the Cities relevant to the snow removal from public roads and taxiways shall extend to the point where in such roads, streets and taxiways reach the property line of the Leased Premises, and shall additionally include the Ramp area constructed by Lessee under Article 4.5 subject to the snow removal limitations set forth under Article 4.5, above.

20.2 Except in cases of emergency, in which case no notice shall be required, the Cities will give not less than fourteen (14) days' prior written notice to Lessee of any anticipated temporary Airport closure, for maintenance, expansion or otherwise. Rent due for the Leased Premises under Article 4 shall abate on the twenty first (21st) consecutive day of any voluntary temporary Airport closure by the Cities and such abatement shall continue until the Airport reopens, provided that no abatement shall exceed a total of sixty (60) consecutive days' rent. Notwithstanding the above, the Cities shall not be deemed to be in breach of any provision of this Article 20 in the event of a permanent closure of the Airport; provided, however, that if such permanent closure is in connection with the construction of a new airport by the Cities, Lessee shall have the option to enter into a substitute ground lease agreement with the Cities for the use of a portion of such new airport not smaller than the Leased Premises under financial terms which are no less favorable than those set forth herein.

ARTICLE 21: SURVIVAL OF THE OBLIGATIONS OF LESSEE

21.1 In the event that this Agreement shall have been terminated due to default by Lessee in accordance with notice of termination as provided in Article 18, all of the obligations of Lessee under this Agreement shall survive such termination, re-entry, regaining or resumption of possession and shall remain in full force and effect for the full term of this Agreement, and the amount or amounts of damages or deficiency shall become due and payable to the Cities to the same extent, at the same time or times, and in the same manner as if no termination, re-entry, regaining or resumption of possession had taken place. The Cities may maintain separate actions each month to recover the damage or deficiency then due or at its option and at any time may sue to recover the full deficiency for the entire unexpired term of this Agreement discounted to present value.

21.2 The amount of damages for the period of time subsequent to termination (or re-entry, regaining or resumption of possession) on account of Lessee's rental obligations shall be the sum of the following:

21.2.1 The amount of the total of all installments of rents, less the installments thereof payable prior to the effective date of termination; and

21.2.2 An amount equal to all expenses incurred by the Cities and not reimbursed in connection with regaining possession, restoring the Leased Premises required by Article 19, above, acquiring a new lease for the Leased Premises, legal expenses (including, but not limited to, reasonable attorneys' fees) and putting the Leased Premises in order.

21.3 There shall be credited to the account of Lessee against its survived obligations hereunder, the amount actually received from any lessee, licensee, permittee, or other occupier in connection with the use of the Leased Premises or Improvements or portions thereof during the balance of the term of this Agreement, and the market value of the occupancy of such portions of the Leased Premises (including the Improvements) as the Cities may themselves during such period actually use and occupy. No such use and occupancy shall be, or be construed to be, an acceptance of a surrender of the Leased Premises, nor shall such use and occupancy constitute a waiver of any rights of the Cities. The Cities will use their best efforts to minimize damages to Lessee under this Article.

21.4 The provisions of this Article 21 shall not be applicable to termination of this Agreement if expressly provided to the contrary elsewhere in this Agreement.

ARTICLE 22: USE SUBSEQUENT TO CANCELLATION OR TERMINATION

The Cities shall, upon termination or cancellation, or upon re-entry, regaining or resumption of possession, have the right to repair and to make structural or other changes to the Leased Premises and Improvements, including changes which alter their character and the suitability thereof for the purposes of Lessee under this Agreement, without affecting, altering or diminishing the obligations of Lessee hereunder, provided that any structural changes shall not be at Lessee's expense.

ARTICLE 23: NOTICES

23.1 Any notice, consent, approval or other communication given by either party to the other relating to this Agreement shall be in writing, and shall be delivered in person, sent by certified U.S. mail postage prepaid, sent by reputable overnight courier, or sent by electronic means (with evidence of such transmission received) to such other party at the respective addresses set forth below (or at such other address as may be designated from time to time by written notice given in the manner provided herein). Such notice shall, if hand delivered or personally served, be effective immediately upon receipt. If sent by US mail postage prepaid, such notice shall be deemed given on the third (3rd) business day following deposit in the United States mail, postage prepaid and properly addressed; if delivered by overnight courier, notice shall be deemed effective on the first (1st) business day following deposit with such courier; and if delivered by electronic means, notice shall be deemed effective when received.

23.2 The notice addresses of the parties are as follows:

To the Cities:	Northern Colorado Regional Airport Commission Attn: Airport Manager 4900 Earhart Drive Loveland, CO 80538 Facsimile: (970) 962-2855
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Email address: airport@cityofloveland.org

With a copy to: Loveland City Attorney's Office
500 E. Third Street
Loveland, CO 80537

Fort Collins City Attorney's Office
City Hall West
300 LaPorte Ave.
Fort Collins, CO 80521

To Lessee: Attn: Martin Lind
Company Name: Discovery Air, LLC
c/o Water Valley Land Company
Address: 1625 Pelican Lakes Pointe, Suite 201
City, State and Zip Code: Windsor, CO 80550
Email Address: mlind@watervalley.com

ARTICLE 24: INVALID PROVISIONS

The invalidity of any provisions, articles, paragraphs, portions or clauses of this Agreement shall have no effect upon the validity of any other part or portion hereof, so long as the remainder shall constitute an enforceable agreement. Furthermore, in lieu of such invalid provisions, articles, paragraphs, portions or clauses, there shall be added automatically as a part of this Agreement, a provision as similar in terms to such invalid provision as may be possible and be legal, valid and enforceable.

ARTICLE 25: MISCELLANEOUS PROVISIONS

25.1 Remedies to be Non-exclusive. All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of, or exclusive of, each other, or of any other remedy available to the Cities, or Lessee, at law or in equity, and the exercise of any remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy, provided that the Cities' remedies in the event of default shall not exceed those set forth in this Agreement.

25.2 Non-liability of Individuals. No director, officer, agent or employee of the Cities shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or of any supplement, modification or amendment to this Agreement because of any breach thereof, or because of his or their execution or attempted execution of the same. Except to the extent otherwise expressly provided for herein, no officer, manager, member, agent or employee of Lessee shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or of any supplement, modification or amendment to this Agreement because of any breach thereof, or because of his or their execution or attempted execution of the same.

25.3 Estoppel Certificate. At the request of Lessee in connection with (i) its obtaining a Leasehold Mortgage or (ii) an assignment of its interest in this Agreement, the Cities shall execute and deliver a written statement, within thirty (30) days after Lessee's request, identifying them as the lessors under this Agreement and certifying the following:

25.3.1 The documents that then comprise this Agreement,

25.3.2 That this Agreement is in full force and effect,

25.3.3 The then current annual amount of rent and the date through which it has been paid,

25.3.4 The expiration date of this Agreement,

25.3.5 That no amounts are then owed by Lessee to the Cities (or, if amounts are owed, specifying the same)

25.3.6 To the knowledge of the Cities, there are not defaults by Lessee under this Agreement or any facts which but for the passage of time, the giving of notice or both would constitute such a default, and

25.3.7 Remaining rights to renew the term of this Agreement to the extent not theretofore exercised.

The Leasehold Mortgagee or party acquiring Lessee's interest in this Agreement shall be entitled to rely conclusively upon such written statement.

25.4 Recording of Memorandum of Agreement. A memorandum of this Agreement shall be recorded by the Cities, and the costs of such recordation, and any closing costs associated with this Agreement, its execution and recordation, shall be billed to and paid by Lessee as additional rent.

25.5 General Provisions.

25.5.1 This Agreement shall be construed in accordance with the laws of the State of Colorado and venue shall be in Larimer County, Colorado.

25.5.2 This Agreement is made for the sole and exclusive benefit of the Cities and Lessee, their successors and assigns, and is not made for the benefit of any third party.

25.5.3 In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

25.5.4 All covenants, stipulations and agreements in this Agreement shall extend to and bind each party hereto, its legal representatives, successors and assigns.

25.5.5 The titles of the several articles of this Agreement are inserted herein for convenience only, and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.

25.5.6 Nothing herein contained shall create, or be construed to create, a partnership, joint venture, agency or any other relationship between the Cities and Lessee, other than that of landlord and tenant. The Cities and Lessee each expressly disclaim the existence of any such other relationship between them.

25.5.7 Cities have and may allow certain portions of the Airport to be used by other tenants at any time and Lessee shall not interfere in any manner with said other tenants or with the facilities granted to such tenants. Nothing herein contained shall be construed to grant or authorize the granting of an exclusive right prohibited by Section 308 of the Federal Aviation Act of 1958, as amended, and the Cities reserved the right to grant to others the privilege and right of conducting any one or all of the activities specified herein, or any other activities of an aeronautical nature.

25.5.8 In the event any action or proceeding is brought to recover payments due under this Agreement or take possession of the Leased Premises and/or the improvements thereon, or to enforce compliance with this Agreement for failure to observe any of its covenants, the prevailing party shall be awarded reasonable attorneys' fees and costs as set by the court.

25.5.9 The time within which either party hereto shall be required to perform any act under this Agreement, other than the payment of money, shall be extended by a period equal to the number of days during which performance of such act is delayed unavoidably by strikes, lockouts, acts of God, governmental restrictions, failure or inability to secure materials or labor by reason of or similar regulation or order of any governmental or regulatory body, war, enemy action, acts of terrorism, civil disturbance, fire, unavoidable casualties, or any similar occurrence.

25.5.10 The Cities designate the Airport Manager as their representatives who shall make, within the scope of their authority, all necessary and proper decisions with reference to this Agreement.

25.5.11 Lessee agrees that that the Cities are governmental entities subject to the Colorado Open Records Act ("CORA"), C.R.S. § 24-72-201 to 205.5, which provides that all public records shall be open for inspection by any person at reasonable times, except as provided in CORA or as otherwise specifically provided by law. Lessee may mark any documents provided to the Cities as "trade secrets", "privileged information", or "confidential commercial, financial, or other data." Unless such documents are marked appropriately and in accordance with CORA, the Cities may be required to release relevant information related to this Agreement and the Leased Premises.

25.6 Availability of Government Facilities. In the event the existence, maintenance or operation of air navigation aids or other facilities supplied or operated by the United States or the State of Colorado at or in conjunction with the Airport are discontinued, the Cities shall have no obligation to furnish such facilities.

25.7 Avigation Easement. There is hereby reserved to the Cities, their successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight

in the air, using said airspace or landing at, taking off from or operating on the Airport. Lessee agrees to execute any and all documents, if any, necessary to establish such avigation easement.

25.8 Part 77. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations or any amendments thereto in the event any future structure or building is planned for the Leased Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Leased Premises.

ARTICLE 26: SUBORDINATION CLAUSES

26.1 This Agreement is subject and subordinate to the following:

26.1.1 The Cities reserve the right to develop and improve the Airport in any manner approved by the City Councils, provided Lessee is not deprived of (i) the use of or access to the Leased Premises by motor vehicles and/or aircraft owned or operated by Lessee or Lessee's assigns, sublessees, renters, agents, employees or invitees or (ii) any of Lessee's rights under this Agreement.

26.1.2 The Cities reserve the right to take any action they consider necessary to protect the aerial approaches to the Airport against obstruction, together with the right to prevent Lessee from erecting or permitting to be erected any building or other structure on the Airport which would limit the usefulness of the Airport or constitute a hazard to aircraft.

26.1.3 This Agreement is and shall be subordinate to the provisions of existing and future agreements between the Cities and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the obtaining or expenditure of federal funds for the benefit of the Airport. This Agreement shall also be subordinate to any FAA and TSA regulations as they exist or as they may be amended from time to time in the future.

26.1.4 During time of war or national emergency, the Cities shall have the right to lease all or any part of the landing area of the Airport to the United States for military use, and if any such lease is executed, the provisions of this Agreement insofar as they may be inconsistent with the provisions of such lease to the government, shall be suspended, but such suspension shall not extend the term of this Agreement. Abatement of rentals shall be reasonably determined by the Cities and Lessee in proportion to the degree of interference with Lessee's use of the Leased Premises.

26.1.5 Except to the extent required for the performance of any obligations of Lessee hereunder, nothing contained in this Agreement shall grant to Lessee any rights whatsoever in the airspace above the Leased Premises other than those reasonably necessary to Lessee's enjoyment of the Leased Premises and Cities' Airport facilities and which are consistent with FAA rules, regulations and orders currently or subsequently effective. Further, Lessee's rights in airspace above the Leased Premises and the Airport and the Airport facilities shall be not less than the rights therein by other users of the Airport and Airport facilities.

ARTICLE 27: QUIET ENJOYMENT

Cities hereby covenant and warrant that they are the owners of the Leased Premises and that Lessee upon payment of rentals herein provided for and performance of provisions on its part to be performed shall and may peacefully possess and enjoy the Leased Premises during the term hereof and any extensions hereof without any interruption or disturbance.

ARTICLE 28: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties hereto and replaces all prior Leases and Lease Amendments entered into between the parties, including the Northern Colorado Ground Lease Agreement dated January 16, 2019 and First Amendment to Northern Colorado Regional Airport Ground Lease Agreement dated January 29, 2021. This Agreement may only be changed, modified, discharged or extended by written instrument duly executed by the Cities and Lessee. The parties agree that no representations or warranties shall be binding upon the Cities or Lessee unless expressed in writing and properly authorized according to the party's established requirements, as amended.

ARTICLE 29: REQUIREMENTS FOR CONDOMINIUMIZATION

This Agreement does not authorize Lessee to create either a common interest community or hangar condominiums on the Leased Premises. If Lessee desires to create a common interest community or hangar condominiums on the Leased Premises, a written amendment to this Agreement shall be required, containing such additional terms as the Cities may reasonably require, including but not necessarily limited to terms necessary for compliance with the Colorado state law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

[Signatures on the following page]

CITY OF LOVELAND, COLORADO

Rod Wensing, Acting City Manager

ATTEST:

Clerk

APPROVED AS TO FORM:

Acting Deputy City Attorney

CITY OF FORT COLLINS, COLORADO

Kelly DiMartino, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

Deputy City Attorney

Discovery Air, LLC, a Colorado limited liability company,

ATTEST:

By: _____
Name: _____
Title: _____

Exhibit “A-2”

Description of Leased Premises

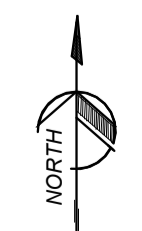
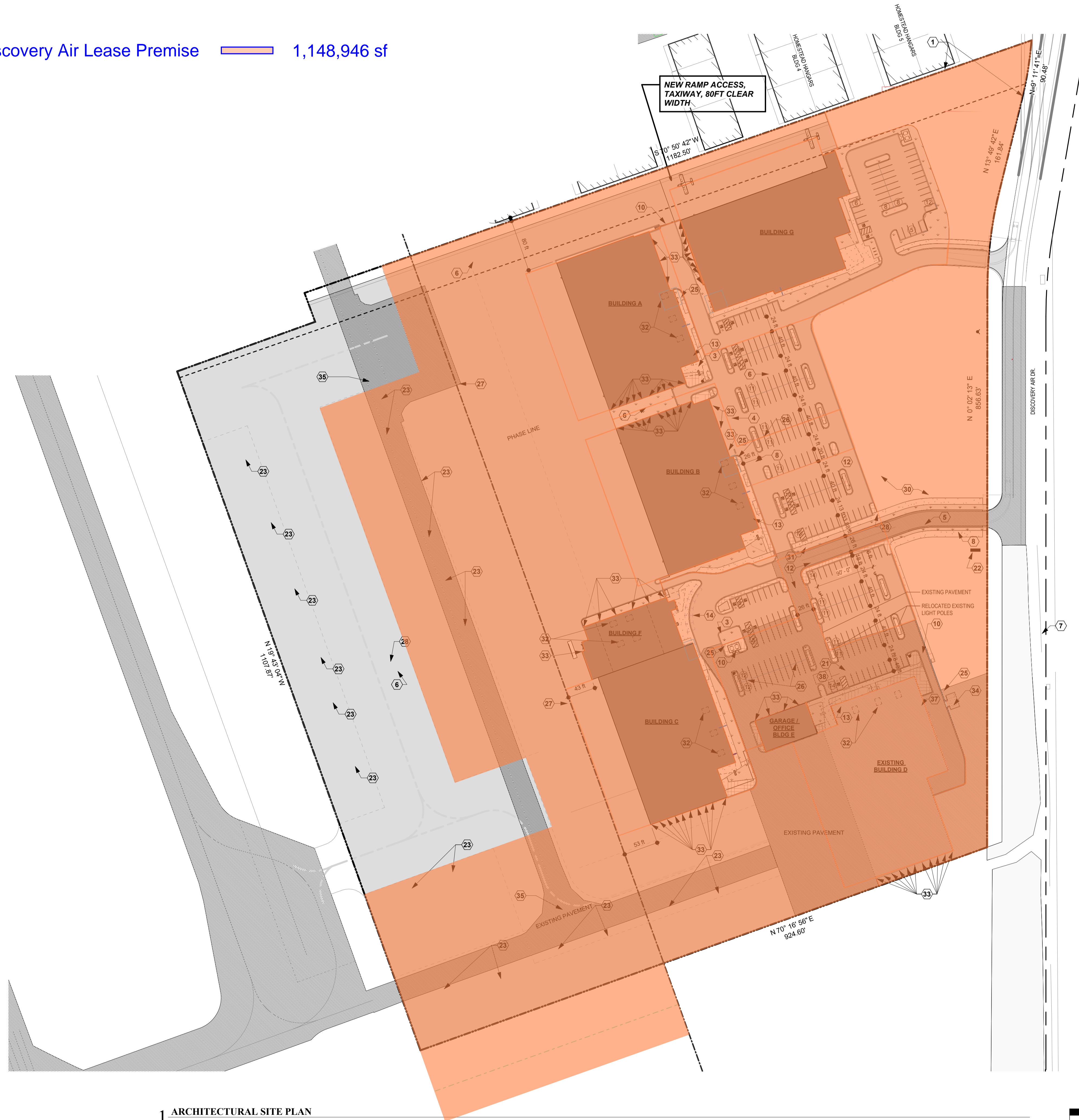
[ATTACHED]

Exhibit A-2

Description of Leased Premises

8/11/24

Discovery Air Lease Premise  1,148,946 sf



GRAPHIC SCALE



1 ARCHITECTURAL SITE PLAN
1" = 80'-0"

DISCOVERY AIR

ARCHITECTURAL SITE PLAN

REVISIONS

SHEET

Exhibit “B-2”

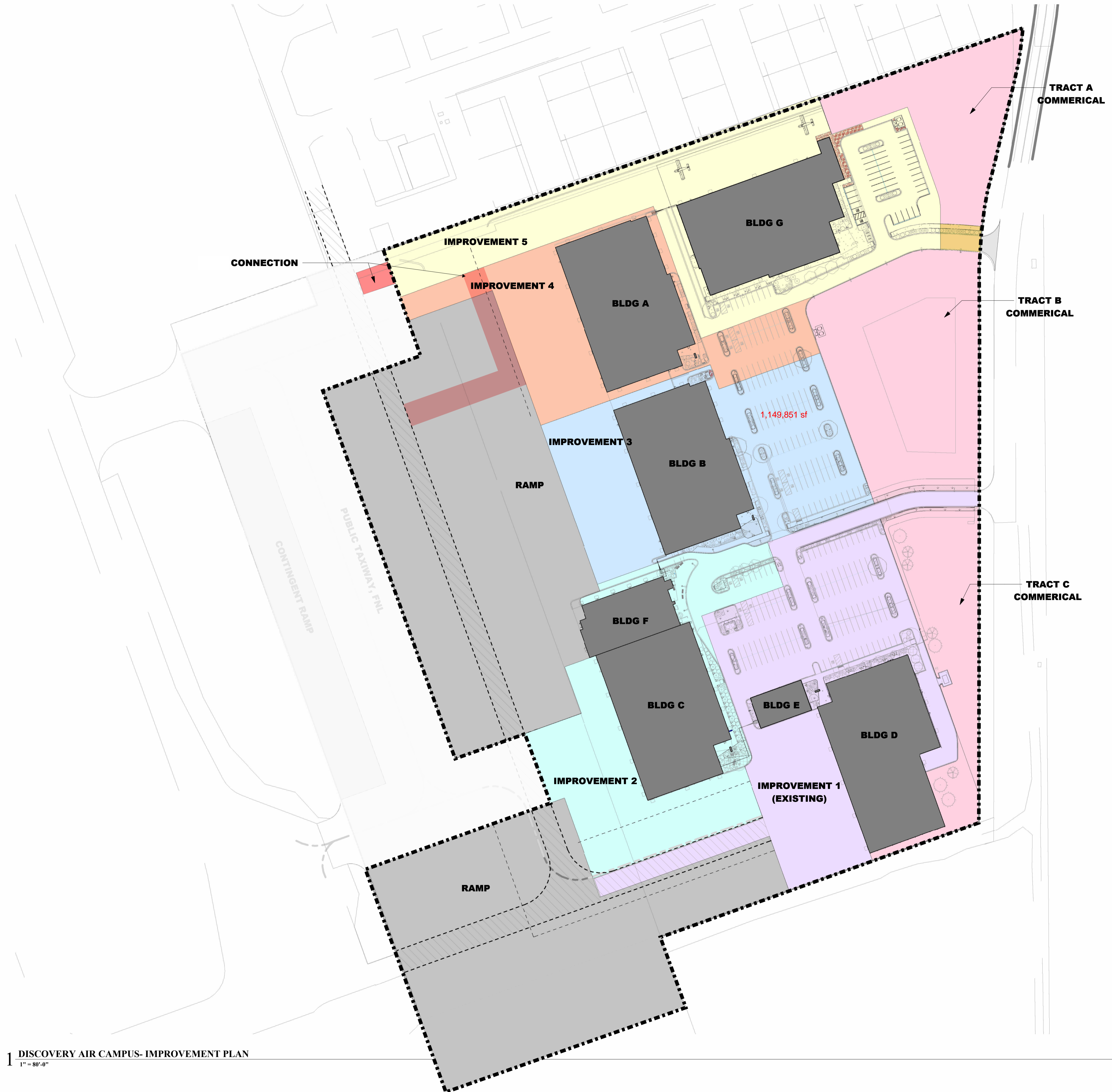
Preliminary Site Plan

[ATTACHED]

Exhibit B-2


Site Plan

8/11/24



1 DISCOVERY AIR CAMPUS- IMPROVEMENT PLAN
1" = 80'-0"


THE WATER VALLEY COMPANY
 Water Valley Land Company
 1625 Pelican Lakes Point, Suite 201
 Windsor, CO 80550
 970.666.5828


HAUSER
 ARCHITECTS
 3780 East 15th Street, Suite 201, Loveland, Colorado 80538
 970.669.8220
 E-mail: info@hauserarchitects.com
 HauserArchitects.com

DISCOVERY AIR
 WATER VALLEY
 5017 Lindebergh Dr, Loveland, CO 80538
IMPROVEMENT PLAN

REVISIONS

SHEET
A1

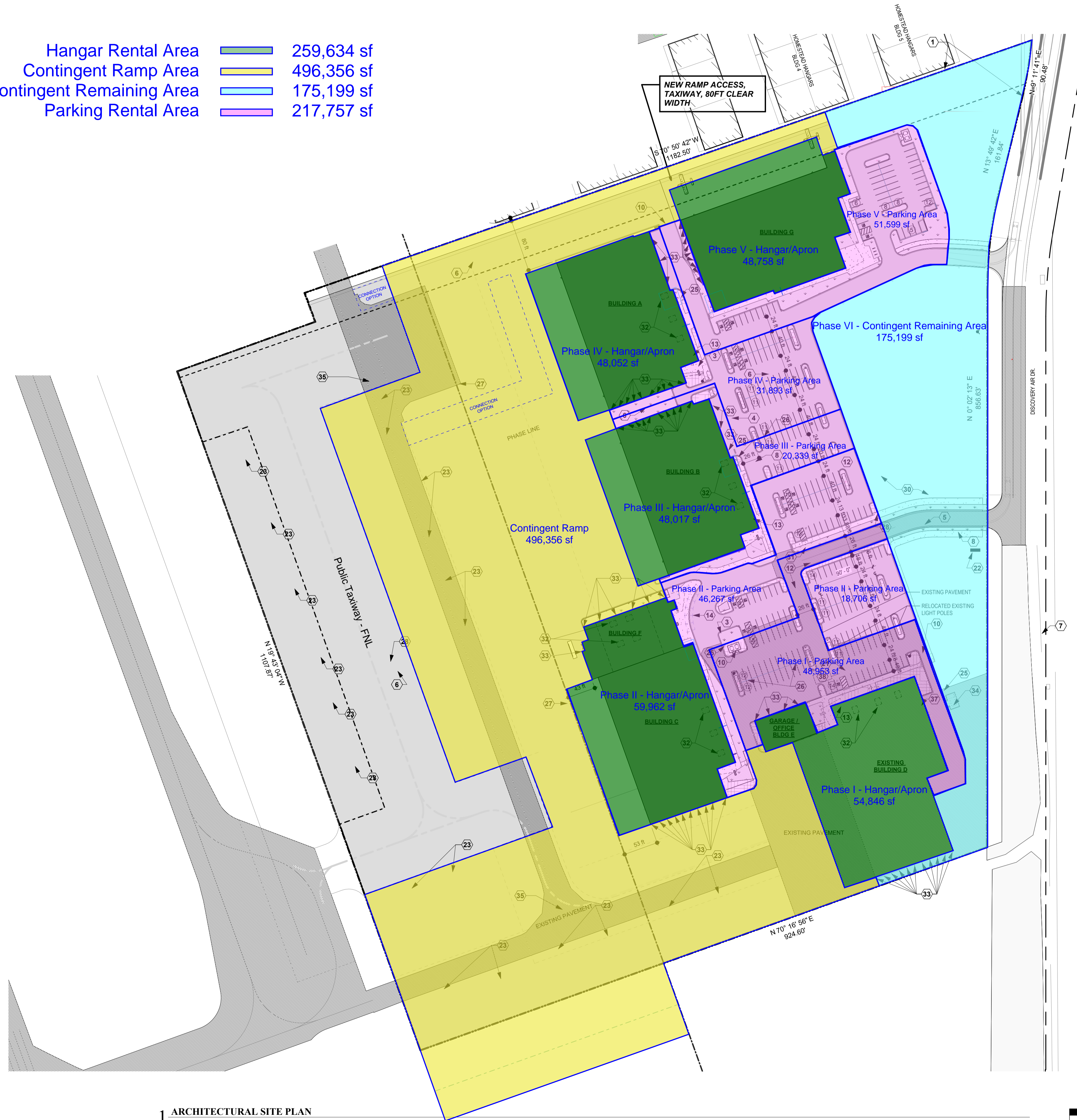
Exhibit C-1

Exhibit C-1

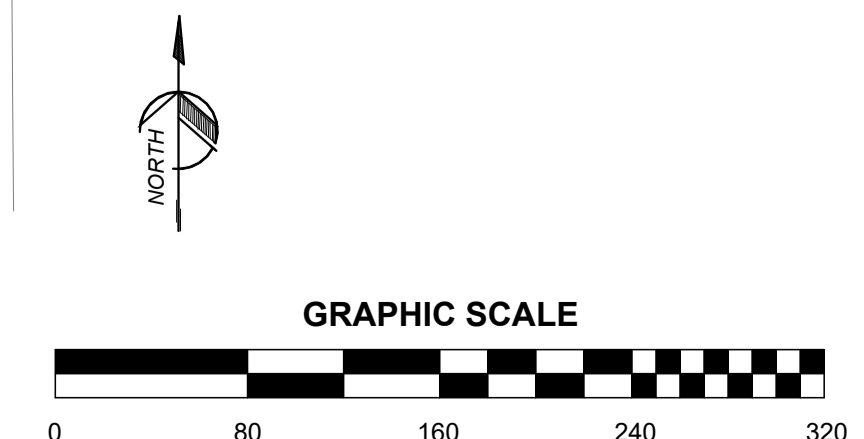
Discovery Air Lease Areas

8/11/24

- Hangar Rental Area 259,634 sf
- Contingent Ramp Area 496,356 sf
- Contingent Remaining Area 175,199 sf
- Parking Rental Area 217,757 sf



1 ARCHITECTURAL SITE PLAN
1" = 80'-0"



DISCOVERY AIR	ARCHITECTURAL SITE PLAN
REVISIONS	
SHEET	

EXHIBIT D-1 Rent Phasing Example	Rentable SF	1,148,947
	Preliminary Rate: Option Period	\$0.05
	Starting Rate:	300% of previous year + CPI
	Final Rate:	167% of previous year + CPI
	Example CPI Escalation Rate After 2023	2.0%

		CPI																										
				3.54%	8.01%	5.22%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%			
Proposed Draft Lease Schedule		Lease Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	
		Fiscal Year	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	
Rentable Area																												
Phase I	SF				103,799	103,799	103,799	103,799	103,799	103,799	103,799	103,799	103,799	103,799	103,799	103,799	103,799	103,799	103,799	103,799	103,799	103,799	103,799	103,799	103,799	103,799	103,799	
	Rental Rate				\$0.15	\$0.16	\$0.17	\$0.18	\$0.18	\$0.18	\$0.19	\$0.19	\$ 0.33	\$ 0.33	\$ 0.34	\$ 0.35	\$ 0.35	\$ 0.36	\$ 0.37	\$ 0.37	\$ 0.38	\$ 0.39	\$ 0.40	\$ 0.40	\$ 0.41	\$ 0.42	\$ 0.43	
	Total Rent				\$15,570	\$16,121	\$17,412	\$18,321	\$18,688	\$19,061	\$19,443	\$19,831	\$33,781	\$34,457	\$35,146	\$35,849	\$36,566	\$37,297	\$38,043	\$38,804	\$39,580	\$40,371	\$41,179	\$42,002	\$42,842	\$43,699	\$44,573	
Phase II	SF				124,935	124,935	124,935	124,935	124,935	124,935	124,935	124,935	124,935	124,935	124,935	124,935	124,935	124,935	124,935	124,935	124,935	124,935	124,935	124,935	124,935	124,935	124,935	
	Rental Rate				\$0.05	\$0.05	\$0.06	\$0.06	\$0.06	\$0.06	\$0.06	\$0.06	\$0.19	\$0.19	\$0.20	\$0.20	\$0.21	\$0.21	\$0.22	\$0.22	\$ 0.37	\$0.38	\$0.39	\$0.40	\$0.40	\$0.41	\$0.42	\$0.43
	Total Rent				\$6,247	\$6,468	\$6,986	\$7,351	\$7,498	\$7,648	\$7,801	\$23,870	\$24,347	\$24,834	\$25,331	\$25,837	\$26,354	\$26,881	\$27,419	\$46,705	\$47,639	\$48,592	\$49,564	\$50,555	\$51,566	\$52,598	\$53,649	
Phase III	SF				68,356	68,356	68,356	68,356	68,356	68,356	68,356	68,356	68,356	68,356	68,356	68,356	68,356	68,356	68,356	68,356	68,356	68,356	68,356	68,356	68,356	68,356	68,356	
	Rental Rate				\$0.05	\$0.05	\$0.06	\$0.06	\$0.06	\$0.06	\$0.06	\$0.06	\$0.06	\$0.07	\$0.20	\$0.21	\$0.21	\$0.22	\$0.22	\$0.22	\$0.23	\$0.23	\$ 0.40	\$0.40	\$0.41	\$0.42	\$0.43	
	Total Rent				\$3,418	\$3,539	\$3,822	\$4,022	\$4,102	\$4,184	\$4,268	\$4,353	\$4,440	\$4,529	\$13,859	\$14,136	\$14,419	\$14,708	\$15,002	\$15,302	\$15,608	\$15,920	\$27,118	\$27,660	\$28,214	\$28,778	\$29,353	
Phase IV	SF				79,945	79,945	79,945	79,945	79,945	79,945	79,945	79,945	79,945	79,945	79,945	79,945	79,945	79,945	79,945	79,945	79,945	79,945	79,945	79,945	79,945	79,945	79,945	
	Rental Rate				\$0.05	\$0.05	\$0.06	\$0.06	\$0.06	\$0.06	\$0.06	\$0.06	\$0.06	\$0.07	\$0.07	\$0.21	\$0.21	\$0.22	\$0.22	\$0.22	\$0.23	\$0.23	\$0.24	\$ 0.40	\$0.41	\$0.42	\$0.43	
	Total Rent				\$3,997	\$4,139	\$4,470	\$4,704	\$4,798	\$4,894	\$4,992	\$5,091	\$5,193	\$5,297	\$5,403	\$16,533	\$16,864	\$17,201	\$17,545	\$17,896	\$18,254	\$18,619	\$18,991	\$32,350	\$32,997	\$33,657	\$34,330	
Phase V	SF				100,357	100,357	100,357	100,357	100,357	100,357	100,357	100,357	100,357	100,357	100,357	100,357	100,357	100,357	100,357	100,357	100,357	100,357	100,357	100,357	100,357	100,357	100,357	
	Rental Rate				\$0.05	\$0.05	\$0.06	\$0.06	\$0.06	\$0.06	\$0.06	\$0.06	\$0.06	\$0.07	\$0.07	\$0.07	\$0.21	\$0.22	\$0.22	\$0.22	\$0.23	\$0.23	\$0.24	\$0.24	\$0.41	\$0.42	\$0.43	
	Total Rent				\$5,018	\$5,195	\$5,612	\$5,905	\$6,023	\$6,143	\$6,266	\$6,391	\$6,519	\$6,650	\$6,782	\$6,918	\$21,170	\$21,593	\$22,025	\$22,465	\$22,915	\$23,373	\$23,840	\$24,317	\$41,422	\$42,250	\$43,095	
Phase I-V Total Rent								\$40,302	\$41,108	\$41,930	\$42,769	\$59,537	\$74,281	\$75,766	\$86,521	\$99,274	\$115,372	\$117,680	\$120,033	\$141,172	\$143,995	\$146,875	\$160,692	\$176,885	\$197,041	\$200,982	\$205,001	
Phase VI - Remainder Area	SF				175,199	175,199	175,199	175,199	175,199	175,199	175,199	175,199	175,199	175,199	175,199	175,199	175,199	175,199	175,199	175,199	175,199	175,199	175,199	175,199	175,199	175,199		
	Rental Rate				\$0.05	\$0.05	\$0.06	\$0.06	\$0.06	\$0.06	\$0.06	\$0.06	\$0.06	\$0.06	\$0.20	\$0.20	\$0.21	\$0.21	\$0.22	\$0.22	\$0.23	\$0.39	\$0.40	\$0.40	\$0.41	\$0.42	\$0.43	
	Total Rent				\$8,760	\$9,070	\$9,797	\$10,308	\$10,514	\$10,724	\$10,939	\$11,158	\$11,381	\$34,825	\$35,522	\$36,232	\$36,957	\$37,696	\$38,450	\$39,219	\$40,003	\$68,142	\$69,504	\$70,894	\$72,312	\$73,759	\$75,234	
Contingent Ramp Area	SF				496,356	496,356	496,356	496,356	496,356	496,356	496,356	496,356	496,356	496,356	496,356	496,356	496,356	496,356	496,356	496,356	496,356	496,356	496,356	496,356	496,356	496,356		
	Rental Rate				\$0.05	\$0.05	\$0.06	\$0.06	\$0.06	\$0.06	\$0.06	\$0.06	\$0.06	\$0.07	\$0.07	\$0.07	\$0.07	\$0.07	\$0.07	\$0.07	\$0.08	\$0.08	\$0.08	\$0.08	\$0.08	\$0.08	\$0.09	
	Total Rent				\$24,818	\$25,696	\$27,755	\$29,203	\$29,787	\$30,383	\$30,991	\$31,611	\$32,243	\$32,888	\$33,546	\$34,216	\$34,901	\$35,599	\$36,311	\$37,037	\$37,778	\$38,533	\$39,304	\$40,090	\$40,892	\$41,710	\$42,544	
Phase I-V Total Rent								\$39,511	\$40,302	\$41,108	\$41,930	\$42,768	\$43,624	\$67,713	\$69,067	\$70,449	\$71,858	\$73,295	\$74,761	\$76,256	\$77,781	\$106,675	\$108,808	\$110,985	\$113,204	\$115,468	\$117,778	
Total Rent								\$79,813	\$81,409	\$83,038	\$84,698	\$102,305	\$117,904	\$143,479	\$155,588	\$169,722	\$187,230	\$190,974	\$194,794	\$217,428	\$221,776	\$253,550	\$269,501	\$287,869	\$310,245	\$316,450	\$322,779	

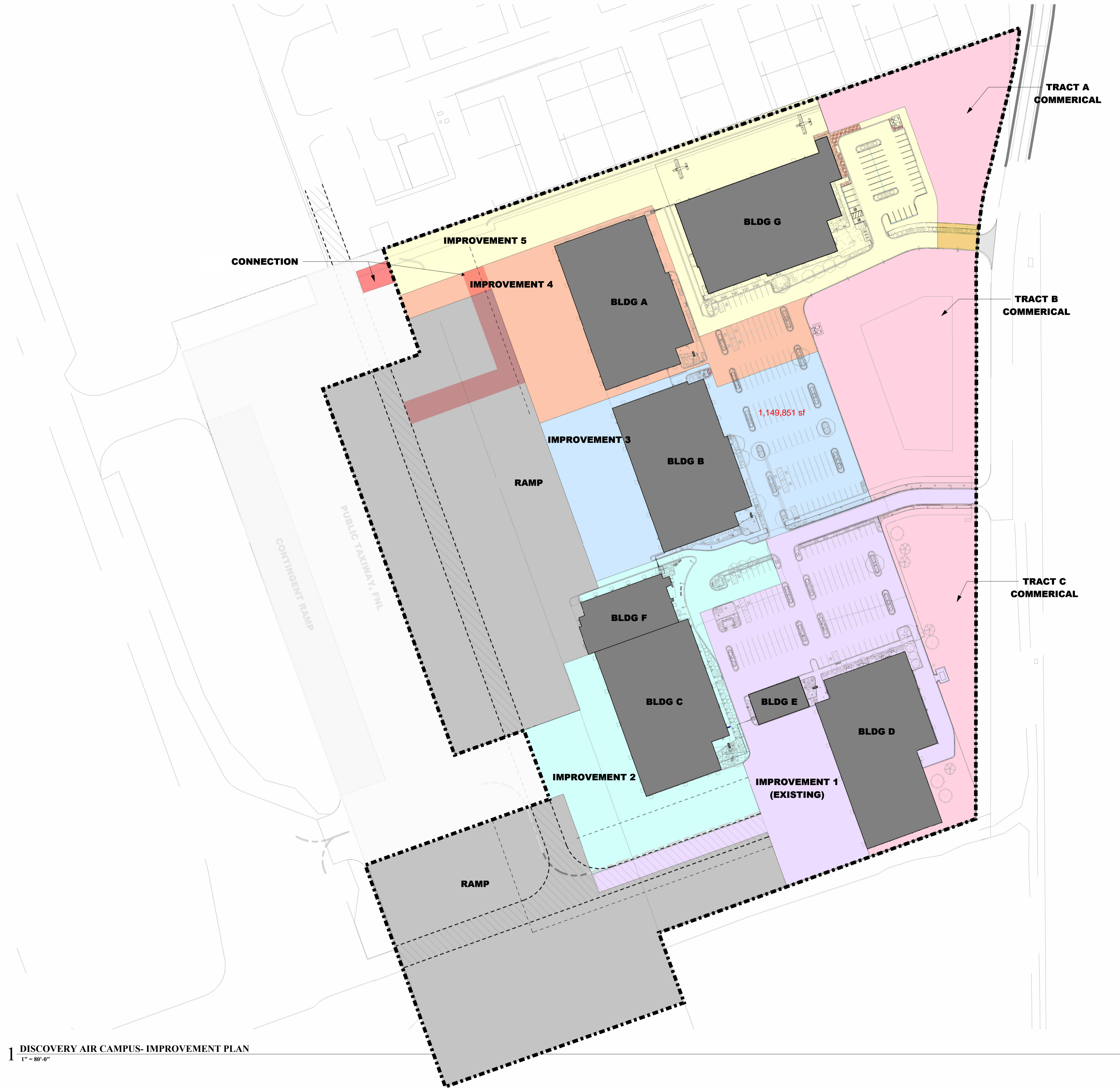
EXHIBIT D-1 Rent Phasing Example	Rentable SF	1,148,947
	Preliminary Rate: Option Period	\$0.05
	Starting Rate:	300% of previous year + CPI
	Final Rate:	167% of previous year + CPI
	Example CPI Escalation Rate After 2023	2.0%

	CPI	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Proposed Draft Lease Schedule																										
Lease Year		26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50
Fiscal Year		2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068
Rentable Area																										
Phase I	SF	103,799	103,799	103,799	103,799	103,799	103,799	103,799	103,799	103,799	103,799	103,799	103,799	103,799	103,799	103,799	103,799	103,799	103,799	103,799	103,799	103,799	103,799	103,799	103,799	103,799
	Rental Rate	\$ 0.44	\$ 0.45	\$ 0.46	\$ 0.46	\$ 0.47	\$ 0.48	\$ 0.49	\$ 0.50	\$ 0.51	\$ 0.52	\$ 0.53	\$ 0.54	\$ 0.56	\$ 0.57	\$ 0.58	\$ 0.59	\$ 0.60	\$ 0.61	\$ 0.63	\$ 0.64	\$ 0.65	\$ 0.66	\$ 0.68	\$ 0.69	\$ 0.70
	Total Rent	\$45,465	\$46,374	\$47,302	\$48,248	\$49,213	\$50,197	\$51,201	\$52,225	\$53,269	\$54,335	\$55,421	\$56,530	\$57,660	\$58,813	\$59,990	\$61,190	\$62,413	\$63,662	\$64,935	\$66,234	\$67,558	\$68,909	\$70,288	\$71,693	\$73,127
Phase II	SF	124,935	124,935	124,935	124,935	124,935	124,935	124,935	124,935	124,935	124,935	124,935	124,935	124,935	124,935	124,935	124,935	124,935	124,935	124,935	124,935	124,935	124,935	124,935	124,935	124,935
	Rental Rate	\$0.44	\$0.45	\$0.46	\$0.46	\$0.47	\$0.48	\$0.49	\$0.50	\$0.51	\$0.52	\$0.53	\$0.54	\$0.56	\$0.57	\$0.58	\$0.59	\$0.60	\$0.61	\$0.63	\$0.64	\$0.65	\$0.66	\$0.68	\$0.69	\$0.70
	Total Rent	\$54,722	\$55,817	\$56,933	\$58,072	\$59,233	\$60,418	\$61,626	\$62,859	\$64,116	\$65,398	\$66,706	\$68,041	\$69,401	\$70,789	\$72,205	\$73,649	\$75,122	\$76,625	\$78,157	\$79,720	\$81,315	\$82,941	\$84,600	\$86,292	\$88,018
Phase III	SF	68,356	68,356	68,356	68,356	68,356	68,356	68,356	68,356	68,356	68,356	68,356	68,356	68,356	68,356	68,356	68,356	68,356	68,356	68,356	68,356	68,356	68,356	68,356	68,356	68,356
	Rental Rate	\$0.44	\$0.45	\$0.46	\$0.46	\$0.47	\$0.48	\$0.49	\$0.50	\$0.51	\$0.52	\$0.53	\$0.54	\$0.56	\$0.57	\$0.58	\$0.59	\$0.60	\$0.61	\$0.63	\$0.64	\$0.65	\$0.66	\$0.68	\$0.69	\$0.70
	Total Rent	\$29,940	\$30,539	\$31,150	\$31,773	\$32,408	\$33,057	\$33,718	\$34,392	\$35,080	\$35,782	\$36,497	\$37,227	\$37,972	\$38,731	\$39,506	\$40,296	\$41,102	\$41,924	\$42,762	\$43,618	\$44,490	\$45,380	\$46,287	\$47,213	\$48,157
Phase IV	SF	79,945	79,945	79,945	79,945	79,945	79,945	79,945	79,945	79,945	79,945	79,945	79,945	79,945	79,945	79,945	79,945	79,945	79,945	79,945	79,945	79,945	79,945	79,945	79,945	79,945
	Rental Rate	\$0.44	\$0.45	\$0.46	\$0.46	\$0.47	\$0.48	\$0.49	\$0.50	\$0.51	\$0.52	\$0.53	\$0.54	\$0.56	\$0.57	\$0.58	\$0.59	\$0.60	\$0.61	\$0.63	\$0.64	\$0.65	\$0.66	\$0.68	\$0.69	\$0.70
	Total Rent	\$35,017	\$35,717	\$36,431	\$37,160	\$37,903	\$38,661	\$39,434	\$40,223	\$41,027	\$41,848	\$42,685	\$43,539	\$44,409	\$45,298	\$46,204	\$47,128	\$48,070	\$49,032	\$50,012	\$51,012	\$52,033	\$53,073	\$54,135	\$55,218	\$56,322
Phase V	SF	100,357	100,357	100,357	100,357	100,357	100,357	100,357	100,357	100,357	100,357	100,357	100,357	100,357	100,357	100,357	100,357	100,357	100,357	100,357	100,357	100,357	100,357	100,357	100,357	100,357
	Rental Rate	\$0.44	\$0.45	\$0.46	\$0.46	\$0.47	\$0.48	\$0.49	\$0.50	\$0.51	\$0.52	\$0.53	\$0.54	\$0.56	\$0.57	\$0.58	\$0.59	\$0.60	\$0.61	\$0.63	\$0.64	\$0.65	\$0.66	\$0.68	\$0.69	\$0.70
	Total Rent	\$43,957	\$44,836	\$45,733	\$46,648	\$47,581	\$48,532	\$49,503	\$50,493	\$51,503	\$52,533	\$53,583	\$54,655	\$55,748	\$56,863	\$58,000	\$59,161	\$60,344	\$61,551	\$62,782	\$64,037	\$65,318	\$66,624	\$67,957	\$69,316	\$70,702
Phase I-V Total Rent		\$209,101	\$213,283	\$217,549	\$221,900	\$226,338	\$230,865	\$235,482	\$240,192	\$244,995	\$249,895	\$254,893	\$259,991	\$265,191	\$270,495	\$275,905	\$281,423	\$287,051	\$292,792	\$298,648	\$304,621	\$310,714	\$316,928	\$323,266	\$329,732	\$336,326
Phase VI - Remainder	SF	175,199	175,199	175,199	175,199	175,199	175,199	175,199	175,199	175,199	175,199	175,199	175,199	175,199	175,199	175,199	175,199	175,199	175,199	175,199	175,199	175,199	175,199	175,199	175,199	175,199
	Rental Rate	\$0.44	\$0.45	\$0.46	\$0.46	\$0.47	\$0.48	\$0.49	\$0.50	\$0.51	\$0.52	\$0.53	\$0.54	\$0.56	\$0.57	\$0.58	\$0.59	\$0.60	\$0.61	\$0.63	\$0.64	\$0.65	\$0.66	\$0.68	\$0.69	\$0.70
	Total Rent	\$76,738	\$78,273	\$79,839	\$81,435	\$83,064	\$84,725	\$86,420	\$88,148	\$89,911	\$91,710	\$93,544	\$95,415	\$97,323	\$99,269	\$101,255	\$103,280	\$105,345	\$107,452	\$109,601	\$111,793	\$114,029	\$116,310	\$118,636	\$121,009	\$123,429
Contingent Ramp Area	SF	496,356	496,356	496,356	496,356	496,356	496,356	496,356	496,356	496,356	496,356	496,356	496,356	496,356	496,356	496,356	496,356	496,356	496,356	496,356	496,356	496,356	496,356	496,356	496,356	496,356
	Rental Rate	\$0.09	\$0.09	\$0.09	\$0.09	\$0.09	\$0.10	\$0.10	\$0.10	\$0.10	\$0.11	\$0.11	\$0.11	\$0.11	\$0.11	\$0.12	\$0.12	\$0.12	\$0.12	\$0.13	\$0.13	\$0.13	\$0.14	\$0.14	\$0.14	
	Total Rent	\$43,395	\$44,263	\$45,148	\$46,051	\$46,972	\$47,911	\$48,870	\$49,847	\$50,844	\$51,861	\$52,898	\$53,956	\$55,035	\$56,136	\$57,258	\$58,404	\$59,572	\$60,763	\$61,978	\$63,218	\$64,482	\$65,772	\$67,087	\$68,429	\$69,798
Phase I-V Total Rent		\$120,133	\$122,536	\$124,987	\$127,486	\$130,036	\$132,637	\$135,290	\$137,995	\$140,755	\$143,570	\$146,442	\$149,371	\$152,358	\$155,405	\$158,513	\$161,684	\$164,917	\$168,216	\$171,580	\$175,011	\$178,512	\$182,082	\$185,724	\$189,438	\$193,227
Total Rent		\$329,235	\$335,819	\$342,536	\$349,386	\$356,374	\$363,502	\$370,772	\$378,187	\$385,751	\$393,466	\$401,335	\$409,362	\$417,549	\$425,900	\$434,418	\$443,106	\$451,968	\$461,008	\$470,228	\$479,633	\$489,225	\$499,010	\$508,990	\$519,170	\$529,553

Exhibit B-2

Site Plan

8/11/24



1 DISCOVERY AIR CAMPUS- IMPROVEMENT PLAN
1" = 80'-0"

THE WATER VALLEY COMPANY
Water Valley Land Company
1625 Pelican Lakes Point, Suite 201
Windsor, CO 80550
970.666.5828

HAUSER
ARCHITECTS
3780 East 15th Street, Suite 201, Loveland, Colorado 80538
970.669.8220
E-mail: info@hauserarchitects.com
HauserArchitects.com

DISCOVERY AIR
WATER VALLEY
5017 Linbergh Dr, Loveland, CO 80538
IMPROVEMENT PLAN

REVISIONS

SHEET
A1

File Attachments for Item:

10. Second Reading of Ordinance No. 150, 2024, Authorizing the Advertisement and Future Sale of the Real Property Located at 945 East Prospect Road.

This Ordinance, unanimously adopted on First Reading on October 15, 2024, authorizes the advertisement and future sale of the City-owned property located at 945 East Prospect Road (the "Property"). The Property was originally acquired by the City's Engineering Department for roadway widening purposes, and the City will exclude from the sale of the Property approximately 1540 square feet, being the area necessary to construct the future road improvement project (the "Reserved ROW").

November 4, 2024

AGENDA ITEM SUMMARY

City Council



STAFF

Ralph Campano, Manager, Real Estate
Will Flowers, Sr. Specialist, Real Estate
Dana Hornkohl, Director, Civil Engineering

SUBJECT

Second Reading of Ordinance No. 150, 2024, Authorizing the Advertisement and Future Sale of the Real Property Located at 945 East Prospect Road.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on October 15, 2024, authorizes the advertisement and future sale of the City-owned property located at 945 East Prospect Road (the "Property"). The Property was originally acquired by the City's Engineering Department for roadway widening purposes, and the City will exclude from the sale of the Property approximately 1540 square feet, being the area necessary to construct the future road improvement project (the "Reserved ROW").

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

BACKGROUND / DISCUSSION

The City bought 945 E. Prospect Rd. in 1991 for \$41,000 as part of the Prospect/Lemay Intersection Project (the "Project"), and the City has held and managed the Property since that date. A majority of the Project has since been completed, except the eastbound right turn lane, which was expected to be constructed as part of the proposed redevelopment of the SW corner of the intersection. However, all prior redevelopment plans have since been abandoned, and City staff want to sell the Property.

Although the construction date of this final portion of the Project remains undetermined, City staff has determined that there is no additional benefit to retaining any portion of the Property outside of the Reserved ROW because management expenses are significant because of the age (built in 1936) and condition of the improvements located on the Property.

The building on the Property was recently determined to be eligible for designation as a City Landmark, requiring it to be preserved and rehabilitated according to the provisions of the City of Fort Collins Land Use Code, which will likely increase the annual expenses for operation and maintenance of the rental property. Additionally, the current prohibition on demolishing the building has decreased the prospective sale price.

The property will be listed for sale publicly for \$350,000.00, which is the fair market value as determined by licensed, City of Fort Collins, Real Estate Services staff. It is possible the City will realize a larger sale price, based on the potential for a higher level of interest from buyers, due to the list price and property features. This list price is less than the amount the property was contracted to sell for previously, primarily due to the circumstances surrounding the previous, now terminated transaction. That transaction was tied to the development of a larger parcel including the entire southeast corner of E. Prospect Road and Lemay Avenue. That project has been terminated and the City's property remains. Staff has determined that 945 E. Prospect is not a property that the City needs to continue owning and leasing. The intention behind purchasing this property was not to own it, but to dedicate a right-of-way, which staff is prepared to complete. The property is well suited to re-enter the private sector, to offer a potential affordable home ownership opportunity.

The City currently leases the Property as a single-family residence and has provided adequate notice to terminate the lease effective November 1, 2024.

The Property is 14, 300 square feet (0.328 acres) and measures 260 X 55 feet. The Reserved ROW is 28 X 55 (1,540 square feet). The net area to be sold by the City is 12,760 square feet (0.293 acres).

CITY FINANCIAL IMPACTS

Upon sale of the Property, the City will collect approximately \$337,000, being the net proceeds after costs, including title, escrow, broker, and closing fees, and the net proceeds will be deposited in the Transportation Fund.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

First Reading attachments not included.

1. Ordinance for Consideration

ORDINANCE NO. 150, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AUTHORIZING THE ADVERTISEMENT AND FUTURE SALE OF THE REAL
PROPERTY LOCATED AT 945 EAST PROSPECT ROAD

A. The City has owned the real property located at 945 East Prospect Road (the "Property") since 1991. The Property was purchased as part of an intersection improvement project at East Prospect Road and Lemay Avenue, which included plans to construct an eastbound right turn lane on East Prospect Road. The right turn lane was to be constructed as part of the proposed commercial redevelopment of the southwest corner of the intersection. But the redevelopment did not move forward, and the right turn lane was not constructed.

B. Since acquiring the Property, the City has leased the residence located on it and the current tenant is residing on the Property. If the City maintains ownership of the Property, the City's current or future uses of the Property would require incurring ongoing maintenance costs and liability risk.

C. On February 2, 2023, City Council adopted Ordinance No. 004, 2023, which authorized the sale of the Property to Kum & Go, L.C., an Iowa limited liability company, however that sale was terminated.

D. City staff is recommending the Property be sold on the open market, while retaining the right-of-way for the planned right turn lane, and placing the proceeds from the sale in the Transportation Fund.

E. The City provided adequate notice of lease termination to the tenant effective November 1, 2024.

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

G. Under Section 23-114 of the City Code, any sale or lease of City property interests must be for an amount equal to or greater than the fair market value of such interests. The Property will be listed at fair market value.

H. The City Council finds that the sale is in the best interests of the City and its citizens in that it will eliminate the City's ongoing maintenance responsibilities and liability risk, generate fair market sales proceeds that can be used to advance City Council priorities, and allow the Property to be utilized in its highest and best use as determined by the open market.

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

Section 1. The City Council hereby finds that the sale of 945 East Prospect Road as provided herein is in the best interests of the City.

Section 2. City staff is authorized to advertise the Property for sale and that the Mayor is authorized to execute a deed and such other documents as are necessary to convey the Property to a willing buyer on terms and conditions consistent with this Ordinance, together with such other additional terms and conditions as the City Manager, in consultation with the City Attorney, determines are necessary and appropriate to protect the interests of the City or effectuate the purposes of this Ordinance.

Introduced, considered favorably on first reading on October 15, 2024, and approved on second reading for final passage on November 4, 2024.

Mayor

ATTEST:

City Clerk

Effective Date: November 14, 2024
Approving Attorney: Ted Hewitt

File Attachments for Item:

11. Items Relating to Water Supply Requirement Fee and the Excess Water Use Surcharge, and Pre-1984 Nonresidential Annual Allotments.

A. Second Reading of Ordinance No. 151, 2024, Amending Chapter 26 of the Code of the City of Fort Collins to Review Miscellaneous Water Fees and Charges, Including the Water Supply Requirement Fee and Excess Water Use Surcharge.

B. Second Reading of Ordinance No. 152, 2024, Amending Chapter 26 of the Code of the City of Fort Collins Regarding Annual Water Allotments for Nonresidential Water Services.

This Ordinance, unanimously adopted on First Reading on October 15, 2024, seeks approval for both the adjustments to the Water Supply Requirement (WSR) fee amount and methodology and assignment of allotments to pre-1984 nonresidential accounts.

November 4, 2024

AGENDA ITEM SUMMARY

City Council



STAFF

Jen Dial, Utilities Water Resources Manager

SUBJECT

Items Relating to Water Supply Requirement Fee and the Excess Water Use Surcharge, and Pre-1984 Nonresidential Annual Allotments.

EXECUTIVE SUMMARY

A. Second Reading of Ordinance No. 151, 2024, Amending Chapter 26 of the Code of the City of Fort Collins to Review Miscellaneous Water Fees and Charges, Including the Water Supply Requirement Fee and Excess Water Use Surcharge.

B. Second Reading of Ordinance No. 152, 2024, Amending Chapter 26 of the Code of the City of Fort Collins Regarding Annual Water Allotments for Nonresidential Water Services.

This Ordinance, unanimously adopted on First Reading on October 15, 2024, seeks approval for both the adjustments to the Water Supply Requirement (WSR) fee amount and methodology and assignment of allotments to pre-1984 nonresidential accounts.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinances on Second Reading.

BACKGROUND / DISCUSSION

Water Supply Requirement (“WSR”) Fee

Fort Collins Utilities has been proactive in securing and developing a high-quality, reliable water supply system since the late 1800s and has implemented policies to ensure the water supply system will support existing and future water customers through the 2065 planning horizon. Financial mechanisms to help achieve this priority include the WSR, previously known as the Raw Water Requirement (RWR), which is met with a cash payment (WSR fee) and the Excess Water Use surcharge (surcharge) assessed and nonresidential accounts where use exceeds the annual allotment. Term clarifications:

WSR fee A one-time variable development fee required for each new water service or replacement of an existing meter or service with a larger size.

Surcharge A volumetric charge for nonresidential customers who exceed their allotment during a 12-month period.

Allotment The volume of water a nonresidential account can use in a 12-month period before incurring a surcharge.

There are multiple ways to calculate the WSR fee. Utilities has been using a hybrid approach since 2018 which reflects a “buy-in” component of costs for those water rights and infrastructure already owned and an “incremental” component of costs for the construction of new infrastructure (primarily storage in an enlarged Halligan Reservoir) and additional water rights.

The “buy-in” component of the WSR fee can be valued with a market-based approach or a cost-based approach. The current methodology uses a market-based approach. The market-based approach factors in the current market value for the existing water rights portfolio and infrastructure based on recent transactions. The cost-based approach uses the original purchase price of the water rights and infrastructure escalated by the consumer price index to reflect their value in today’s dollars. The Ordinance presented, and staff recommendation, is to implement a cost-based method for the “buy-in” component.

Other factors that can be reflected in the WSR fee include a 30% contingency factor and a 20% safety factor, which are both included in the current methodology. The contingency factor represents uncertainties in the cost of future water rights and infrastructure and is not applied to the “buy-in” component of the WSR fee. The safety factor represents uncertainties in future water supply and demand needs such as potential impacts of climate change and type or rate of development and redevelopment and is applied to the entire WSR fee. The Ordinance presented, and staff recommendation, maintains both contingency and safety factors in the “incremental” component.

In August 2023, staff presented a revised hybrid methodology that would have significantly increased the current fee of \$68,200 per acre-foot to \$179,500 per are-foot. Following Council discussion, staff evaluated methodologies with different options of valuing the “buy-in” component. In April 2024 staff presented four options with a recommendation for a hybrid, cost-based methodology for the “buy-in” component that includes a 30% contingency factor and 20% safety factor. Staff found a cost-based approach for the “buy-in” component more appropriately reflects the investment Utilities made early on when the cost of infrastructure and water rights were lower. There was general Council support of this approach.

Following outreach and refinements to costs in the proposed methodology, staff presented at the July 9, 2024, work session with a recommended 2025 fee of \$63,8000 per-acre foot utilizing the hybrid, cost-based methodology. The fee will be reviewed and updated, if necessary, annually in October/November using the same methodology.

The proposed fee is \$4,400 per acre-foot less than the current fee which will result in financial impacts to existing rate payers. Approximately 95% of water fund revenue is collected from rates and 5% from development fees such as the WSR fee. The less revenue collected from development fees, the greater the impact on rates. Projected out over time, and not considering WSR fee increases, Utilities will see a 6.5% decrease in development fees, which would require roughly a half-percent increase in customer rates to recoup the difference.

Assignment of Pre-1984 Nonresidential Allotments

Allotments represent the anticipated annual amount of water needed per water nonresidential account. Although the WSR/RWR and annual allotments are related, the WSR/RWR is a development fee whereas the allotment is term of service that can be a different amount based on different assumptions and analyses.

Approximately 1,000 nonresidential accounts do not have an allotment (pre-1984 accounts). At previous Council work sessions, staff recommended assigning allotments to these customers to increase consistency and reduce inequities by requiring all customers to manage water efficiently and be subject to surcharges, thereby increasing the incentive for the efficient use of water supplies. Four methodologies have been considered and analyzed. The Ordinance presented and staff recommendation is to utilize a hybrid methodology for assigning allotments.

The hybrid method assigns the greater of either a tap size credit using values from 1989 or a 5-year historical average use. By assigning the higher allotment value the goal is to minimize overages and the

incurrence of surcharges. The customers most likely to be impacted by surcharges are irrigation-only accounts, including several City-owned properties, mixed-use strip malls, and restaurants. The potential impact is attributed to highly variable factors affecting these use types such as weather, patronage, and revolving tenants. There may be additional accounts with highly variable account uses, including large water users and large tap accounts, that may be impacted. Staff has and will continue to provide customer outreach and support to these accounts. Following work session discussions, Council expressed general support of the hybrid methodology to assign allotments to pre-1984 nonresidential customers.

Prior to Ordinance No. 18, 1965, customers were not required to provide water rights to the City and thus there is no water requirements information upon which to base a specific annual allotment. Customers with permits dating between Ordinance No. 18, 1965 and Ordinance No. 12, 1984 provided the City with water rights (or cash in lieu thereof) based on various assumptions that cannot be reliably translated into the annual allotments assigned to customers with permits received after Ordinance No. 12, 1984. The proposed hybrid methodology for assigning allotments takes into consideration actual water use over a representative and reasonable time-period for each account. Customer outreach has indicated that assigning allotments through this hybrid approach will not be meaningfully adverse and assigning such allotments will further the City's policy goals to help control water demands and conserve water supplies for the water utility.

The Ordinance presented proposes allotments be assigned on December 1, 2024, with no surcharges assessed until January 2026. Throughout 2025, customers will have time to adjust to an allotment and staff can collect feedback on any potential impacts and concerns. This also allows the opportunity to adjust the policy if needed prior to assessing surcharges.

CITY FINANCIAL IMPACTS

Annual revenue from development fees is directly tied to development and redevelopment within Utilities' water service area, which can vary greatly from year to year. Any changes to the WSR fee will impact the amount recovered for source of supply and storage projects in both the near term and long term. A change to the WSR is also directly tied to the amount collected in surcharges, and as customers exceed their allotment, it helps ensure recovery for undersized WSR received at time of development.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

- At the August 15, 2024, hearing, Planning and Zoning Commission recommended that Council approve the hybrid, cost-based methodology for WSR and assigning of allotments to pre-1984 nonresidential customers.
- At the August 1, 2024, work session, Water Commission recommended that Council approve the hybrid, cost-based methodology for WSR and assigning of allotments to pre-1984 nonresidential customers.

PUBLIC OUTREACH

Utilities reached out to customers and community members who could potentially be impacted by these decisions, including developers, community groups, Boards and Commissions, existing customers, and nonresidential customers who would be assigned an allotment. In general, the feedback received has been positive or neutral, with most groups interested in better understanding their specific situation.

Tactics for outreach included:

- [Our City](#) engagement website
- Direct email and mail
- Webinar for potential new allotment customers
- Internal staff lunch and learn

- Dedicated office hours appointments by request
- Chamber of Commerce
- Affordable Housing Providers

ATTACHMENTS

First Reading attachments not included.

1. Ordinance A for Consideration
2. Ordinance B for Consideration

ORDINANCE NO. 151, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING CHAPTER 26 OF THE CODE OF THE CITY OF
FORT COLLINS TO REVIEW MISCELLANEOUS WATER FEES
AND CHARGES, INCLUDING THE WATER SUPPLY
REQUIREMENT FEE AND EXCESS WATER USE SURCHARGE

A. The City owns and operates a water utility that provides water service to customers in its service area pursuant to the City Charter, City Code, and other applicable laws.

B. The City Council is empowered and directed by the City Charter Article XII, Section 6, by ordinance from time to time, to fix, establish, maintain, and provide for the collection of such rates, fees or charges for water and for other utility services furnished by the City as will produce revenues sufficient to pay the costs, expenses, and other obligations as set forth therein.

C. City water utility customers must meet the Water Supply Requirement (“WSR”) to receive new water service or to replace an existing meter or service with a larger size. The WSR is set forth in City Code Sections 26-146 through 26-150. The WSR is calculated, in gallons, considering the annual volume of water a customer is anticipated to use. Under City Code Section 26-150(a)(2), the WSR may be met with a payment of cash in the amount stated in City Code Section 26-129(c)(1) (“WSR Fee”).

D. Nonresidential water service permits are assigned an annual allotment, in gallons, pursuant to City Code Section 26-149. The annual allotment is equivalent to the WSR, in gallons. Under City Code Section 26-149, when a nonresidential user uses more water than the annual allotment, as determined by monthly billing records in a given calendar year, an excess water use surcharge in the amount stated in City Code Section 26-129(c)(2) will be assessed on the volume of water used in excess of the annual allotment.

E. City staff completed a comprehensive review of the WSR Fee and the excess water use surcharge and have recommended adjustments to the amount of each.

F. City staff has recommended that, moving forward, the WSR Fee be calculated using the following hybrid conceptual approach.

$$WSR\ Fee = \left(\frac{Historical\ Water\ Supply\ Costs + Future\ Water\ Supply\ Costs}{Firm\ Yield} \right).$$

G. This hybrid approach reflects, among other things, that the City has an integrated water supply system where customers benefit from both (1) previously acquired portions of the system and (2) portions of the system that will be acquired in the future. The “Historical Water Supply Costs” reflect the City’s actual costs for the previously acquired portions of the system, including water rights and other rights to use water, as adjusted for inflation. The “Future Water Supply Costs” value reflect reasonable

estimates of future costs for portions of the system that will be acquired in the future, including water rights and other rights to use water. The “Firm Yield” value reflects the volume of water the system can reliably deliver per year in varying climatic and other scenarios. The WSR Fee is thus a dollar amount per volume of water, in gallons.

H. City staff has also recommended that, moving forward, the excess water use surcharge continues to be calculated based on a 20-year amortization of the WSR Fee. This reasonable approach reflects that, among other things, a nonresidential customer’s water use over their annual allotment triggers the City’s need to evaluate the acquisition of additional water supplies to address the water use in excess of the annual allotment and the WSR that was met.

I. The Water Commission considered the proposed adjustments to the amount of the WSR Fee and excess water use surcharge at its regular meeting on August 1, 2024, and recommended approval of the proposed adjustments.

J. City Council adopts City’s staff’s recommendations. City Council determines that the above approaches for the WSR Fee and excess water use surcharge are reasonable and fair.

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

Section 1. Section 26-129 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec 26-129. - Schedule D, miscellaneous fees and charges.

The following fees and service charges shall be paid by water users, whether inside or outside the City limits:

. . .		
(c) The fees and requirements for water supply shall be as follows:		
(1) To satisfy Water Supply Requirement (WSR) with cash payments	Per 325,851 gallons of WSR	\$63,800.00
(2) Excess water use surcharge assessed on nonresidential users when water use is in excess of the applicable annual allotment	Per 1,000 gallons	\$15.59

Section 2. The modifications above to Subsection 26-129 Schedule D, miscellaneous fees and charges, shall be effective as of January 1, 2025.

Introduced, considered favorably on first reading on October 15, 2024, and approved on second reading for final passage on November 4, 2024.

Mayor

ATTEST:

City Clerk

Effective Date: November 14, 2024
Approving Attorney: Eric Potyondy

ORDINANCE NO. 152, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING CHAPTER 26 OF THE CODE OF THE CITY OF FORT COLLINS
REGARDING ANNUAL WATER ALLOTMENTS FOR NONRESIDENTIAL WATER
SERVICES

A. The City owns and operates a water utility that provides water service to customers in its service area pursuant to the City Charter, City Code, and other applicable laws.

B. The City Council is empowered and directed by the City Charter Article XII, Section 6, by ordinance from time to time, to fix, establish, maintain and provide for the collection of such rates, fees, or charges for utility services furnished by the City as will produce revenues sufficient to pay the costs, expenses, and other obligations of the water utility, as set forth therein.

C. The City has been providing water service to customers since the late 1800s.

D. Through Ordinance No. 18, 1965, as a prerequisite for new water service, the City began requiring customers to furnish acceptable water rights to the City, or a payment of cash in lieu of water rights. This water furnishing requirement was described as a volume of water per acre to be served ("Area Approach"). The required volume of water was determined based on various assumptions that evolved over time. The water rights the City historically accepted to meet this water furnishing requirement were assigned a water volume based on assumptions that evolved over time as new information and analyses became available.

E. The City adjusted the water furnishing requirement in subsequent ordinances, including Ordinance No. 39, 1971 and Ordinance No. 104, 1973. However, the City continued to use the Area Approach until early 1984.

F. Through Ordinance No. 12, 1984, the City renamed the water furnishing requirement the "Raw Water Requirement". The Raw Water Requirement was then based on the volume of water a customer was anticipated to use annually, multiplied by a water supply factor. City Council subsequently amended the water supply factor. The water rights the City accepted to meet this Raw Water Requirement were then assigned a water volume based on assumptions that evolved over time as new information and analyses became available.

G. Under Ordinance No. 12, 1984, the City also began assigning annual allotments on nonresidential water service permits applied *after* March 1, 1984 ("Post-84 Nonresidential Permits"). Under that ordinance, the annual allotment amount became based on the water volume the customer was anticipated to use annually, and actual water use over that allotment triggers an excess water use surcharge.

H. Under Ordinance No. 12, 1984, the City did not assign annual allotments on nonresidential water service permits applied for *before* March 1, 1984 (“*Pre-84 Nonresidential Permits*”). To date, the City has not assigned annual allotments to these permits.

I. Under Ordinance No. 116, 2017, the City renamed the Raw Water Requirement the “Water Supply Requirement,” and under Ordinance No. 119, 2021, the City ceased using a water supply factor to calculate the Water Supply Requirement and annual allotments.

J. Under *Post-84 Nonresidential Permits*, water use must stay under the annual allotment or incur an excess water use surcharge. For these permits, annual allotments control system water demands and conserve water supplies, which benefits all water utility ratepayers. Annual allotments and the excess water use surcharge are currently set forth in City Code Section 26-149. As of the date of this Ordinance, approximately two-thirds of nonresidential water service permits are *Post-84 Nonresidential Permits*.

K. Under *Pre-84 Nonresidential Permits*, water use does not have to stay under an annual allotment because there historically has been none. For these permits, there has been no annual allotment or excess water use surcharge to control water demands and conserve water supplies, to the detriment of other water utility ratepayers. Approximately one-third of nonresidential water service permits are *Pre-84 Nonresidential Permits*.

L. The City desires to assign annual allotments to *Pre-84 Nonresidential Permits* for various reasons, including:

- reducing the inequities between *Pre-* and *Post-84 Nonresidential Permits*; and
- increasing incentives to control system water demands and conserve water supplies for the benefit of all water utility ratepayers.

M. City Council has determined that the method described herein for assigning annual allotments to *Pre-84 Nonresidential Permits* is reasonable and fair for various reasons, including:

- the annual allotments will be assigned based on a fair and objective methodology that reflects reasonable expectations and actual, recent water use over a representative and reasonable time period;
- customers with permits dated before Ordinance No. 18, 1965 were not required to furnish water rights to the City and thus there is no water requirements information upon which a specific annual allotment could be based;
- customers with permits dated between Ordinance No. 18, 1965 and Ordinance No. 12, 1984 provided the City with water rights (or cash in lieu thereof) based on assumptions that cannot be reliably translated into the annual allotments assigned to customers with permits dated after Ordinance No. 12, 1984;

- customer outreach prior to this ordinance was significant and indicated that customers will not be meaningfully adversely affected by the annual allotments; and
- annual allotments will further the City's legitimate policy goals described in Recital L.

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

Section 1. That Section 26-149 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 26-149. - Water supply requirement (WSR); nonresidential service.

- (a) Nonresidential service for WSR shall apply to all services not included in the residential category and shall include, without limitation, all service to customers for: commercial; industrial; irrigation; public entity; group housing, such as nursing homes and long-term care facilities; fraternity and sorority dormitory housing; hotels and motels; and mixed-use purposes, provided that service for irrigation purposes shall not be mixed with other purposes.
- (b) The minimum WSR shall be calculated using the table in this subsection. The Utilities Executive Director shall determine the type of use to be used based on all relevant information and the common meaning of the listed uses. If various portions of a property are used for separate uses, the WSR for the service(s) on various portions of the property shall be calculated separately and aggregated to determine the WSR for the services(s) on the entire property. The WSR for services for any use not addressed by the table shall be calculated pursuant to Subsection (c).

Use	WSR Calculation
...	
Irrigation	Pursuant to water budget chart, Land Use Code §3.2.1(E)(3)(b)(1)
...	

- (c) As required by Subsection (b), the WSR for services for such uses shall be the estimated peak annual water use determined by the Utilities Executive Director. The applicant shall provide the Utilities Executive Director with its estimated peak annual water use and any supporting information. The Utilities Executive Director shall consider the applicant's estimate and all relevant and reliable data and information, and shall make the determination following any appropriate investigations, including requests for additional information and analyses from the applicant.
- (d) In order to preserve the value of the water certificates issued by the City or WSR credits in the City's records issued before January 1, 2022, the WSR for nonresidential service calculated pursuant to this section shall be multiplied by 1.92

to the extent the WSR is met pursuant to §26-150(a)(1) with water certificates issued by the City or WSR credits in the City's records issued before January 1, 2022, provided that such multiplication shall not be considered in the assignment of the annual allotment pursuant to Subsections (e) and (f).

- (e) Nonresidential services with permits issued before March 1, 1984 shall be assigned an annual allotment of water for each service that is equal to the greater of: the appropriate value in the table in this subsection; and the average annual use of the service between January 1, 2019 and December 31, 2023. Any exceedance of an annual allotment assigned under this Subsection shall not be assessed any excess water use surcharge until January 1, 2026.

<i>Meter Size (Inches)</i>	<i>Annual Allotment (gallons per year)</i>
¾	293,270
1	977,550
1 ½	1,955,110
2	3,128,170
3 and larger	4,692,250

- (f) For any nonresidential service applied for after March 1, 1984, an annual allotment of water for each service shall be assigned that is equal to the WSR as determined pursuant to this Section. For any replacement of an existing nonresidential meter or service with a larger size applied for after March 1, 1984, an annual allotment of water for each service shall be assigned that is the greater of: the WSR as determined pursuant to this Section; or the annual allotment for the service.
- (g) When a user uses more water than the annual allotment, as determined by monthly billing records in a given calendar year, an excess water use surcharge in the amount prescribed in § 26-129 will be assessed on the volume of water used in excess of the annual allotment. No excess water use surcharge shall be charged to nonresidential services used exclusively for irrigation purposes during the first three (3) calendar years following the initial installation of the irrigation system, provided that for the purposes of this provision, the first calendar year shall be from the date of installation through December 31.
- (h) In the case of the replacement of an existing meter with a larger size or other change to an existing service, the utility will credit the nonresidential user towards the service permit as follows. The credit towards the service shall be for the amount of the annual allotment for the service. If the credit towards the service is greater than the annual allotment that would otherwise be assigned for the service permit, the credit for the service shall establish the annual allotment and no cash refund or water certificates issued by the City shall be provided to the applicant. The credit authorized under this subsection is not transferrable to other properties or services.

- (i) A nonresidential user may increase the annual allotment for a service by satisfying additional WSR pursuant to §26-150. Such submission shall raise the user's annual allotment by the amount of additional WSR in gallons provided that, in order to preserve the value of the water certificates issued by the City or WSR credits in the City's records issued before January 1, 2022, the value of water certificates issued by the City or WSR credits in the City's records issued before January 1, 2022, shall be divided by 1.92. Any increase of a user's annual allotment will be applied to subsequent billing and other matters and shall not be applied retroactively.

...

Section 2. The modifications above to Subsection 26-149 Water Supply Requirement (WSR); nonresidential, shall be effective as of January 1, 2025.

Introduced, considered favorably on first reading on October 15, 2024, and approved on second reading for final passage on November 4, 2024.

Mayor

ATTEST:

City Clerk

Effective Date: November 14, 2024
Approving Attorney: Eric Potyondy

File Attachments for Item:

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

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

November 4, 2024

AGENDA ITEM SUMMARY

City Council



STAFF

Francis Robbins, Acting Airport Director

SUBJECT

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

EXECUTIVE SUMMARY

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

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

In 1963, the City of Fort Collins and the City of Loveland agreed to the establishment of a regional aviation facility and became owners and operators of the Northern Colorado Regional Airport, located ten miles southeast of downtown Fort Collins, just west of Interstate 25. The Airport is operated as a joint venture between the City of Fort Collins and the City of Loveland, with each city retaining a 50% ownership interest, sharing equally in policy-making and management, and with each assuming responsibility for 50% of the capital and operating costs associated with the Airport. Airport governance and management is set forth in the IGA.

The Airport's mission is: Serving the region, we are a catalyst for innovation in all modes of transportation, a driving force for innovation in business and training, and a global gateway to a magnificent Colorado. According to a 2020 State of Colorado study, the Northern Colorado Airport provides a regional economic impact of approximately \$295.97 million annually and supports 1,072 area jobs.

All revenues derived from the Airport are applied to both operating and capital expenditures. Each City contributes equal funding, when necessary, for Airport operating and capital needs as defined in the IGA. External funding is also received through grants that are applied for and received by the Airport for eligible projects from the Federal Aviation Administration and the Colorado Department of Transportation Division of Aeronautics.

This Ordinance appropriates the City's 50% share (\$1,063,064) of the 2025 Airport operating budget (\$2,126,128) and 50% share (\$4,628,983) of the 2025 capital budget (\$9,257,967), for a total appropriation of \$5,692,047 by the City. On October 15, 2024, the City of Loveland passed ordinance number 6736 on second reading. Loveland's ordinance number 6736 appropriates the other 50% of the 2025 Airport budget. The appropriation of capital expenditures differed from the Commission approved level and will be adjusted through mid-year budget adjustment to match the attached. The Airport's operating budget is used to maintain and operate the facility in compliance with all regulatory standards for safety and security and to achieve goals set by the Northern Colorado Regional Airport Commission on behalf of the Cities. The Airport's capital budget will be used to complete improvement projects, including the design of a permanent air traffic control facility, and runway 15-33 widening contracting for the work to begin construction early in 2026.

Financial resources for 2025 are expected from the sources listed below. These include external sources, such as federal and state grants and required grant matches, as well as airport revenues and reserves. These resources will provide the necessary funding for the 2025 operating and capital budgets:

FAA Grants	\$8,234,569
State Grants	\$216,699
Airport Revenues	\$2,080,816
Airport Reserves	\$1,000,000
Total	\$9,257,967

The \$1,000,000 Airport Reserves item is an appropriation as set forth through the IGA for use by the Northern Colorado Regional Airport Commission consistent with the approved 2025 Budget for high priority projects. This Airport Reserve appropriation does not require any additional funding from the Cities.

CITY FINANCIAL IMPACTS

No direct impact on City general finances. Airport fund is a balanced operational budget with capital expenditures conservatively less than airport reserves.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

Northern Colorado Regional Airport Commission recommended the budget for adoption with Resolution #R-07-2024 at its September 17, 2024, regular commission meeting.

PUBLIC OUTREACH

The 2025 Airport budget received comments in six public meetings including the Airport Commission and three Airport Finance Committee meetings.

ATTACHMENTS

1. Ordinance for Consideration
2. Exhibit A to Ordinance
3. Airport Commission Resolution R-07-2024

ORDINANCE NO. 153, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
ADOPTING THE 2025 BUDGET AND APPROPRIATING THE FORT COLLINS SHARE
OF THE 2025 FISCAL YEAR OPERATING AND CAPITAL IMPROVEMENT FUNDS
FOR THE NORTHERN COLORADO REGIONAL AIRPORT

A. In 1963, the City of Fort Collins and the City of Loveland (the “Cities”) agreed to establish a regional general aviation facility and became owners and operators of the Fort Collins-Loveland Municipal Airport, now known as the Northern Colorado Regional Airport (the “Airport”).

B. The Airport is operated as a joint venture between the Cities, with each city retaining 50% ownership interest, sharing equally in policy-making and management, and each assuming responsibility for 50% of the Airport’s capital and operating costs.

C. Pursuant to the Amended and Restated Intergovernmental Agreement for the Joint Operation of the Airport dated January 22, 2015, and the First Amendment to the Amended and Restated Intergovernmental Agreement for the Joint Operation of the Airport dated June 7, 2016, (collectively, the “IGA”), the Airport Manager is responsible for preparing the Airport’s annual operating budget and submitting it to the Cities for their approval.

D. Under the IGA, the City’s share of existing and unanticipated Airport revenue is to be held and disbursed by the City of Loveland as an agent on behalf of the Cities, since the City of Loveland provides finance and accounting services for the Airport.

E. The Interim Airport Manager has submitted for City Council consideration a 2025 Airport budget totaling \$11,384,095 of which the City’s 50% share is \$5,692,047 (\$1,063,064 for operations and \$4,628,983 for capital).

F. The City Council is in the process of considering the City’s 2025 budget and Ordinance No. 163, 2024, which appropriated \$218,669 in City funds to be transferred to the Airport operating fund in payment of the City’s 50% share of rent due under the approved lease of a portion of the Airport property operation of the Northern Colorado Regional Law Enforcement Training Center, which amount is included in the Land Lease revenues set forth in the 2025 Airport Budget.

G. Pursuant to the IGA, the City of Loveland holds on behalf of both Cities the revenues of, and other financial contributions to, the Airport in a fund, which includes unappropriated and unencumbered reserves (the “Airport Fund”).

H. Funding for the Airport’s 2025 operating and capital improvement budgets has been identified as follows:

FAA Grants	\$8,234,569
State Grants	\$216,699
Airport Revenues	\$2,080,816
Airport Reserves	<u>\$1,000,000</u>
Total	\$9,257,967

I. The City’s 50% share of the 2025 Airport operating costs, to be held in the Airport Fund, is \$1,063,064.

J. The City’s 50% share of the 2025 Airport capital improvement costs, to be held in the Airport fund, is \$4,628,983.

K. The Airport Reserves item is an appropriation for use by the Northern Colorado Regional Airport Commission for discretionary Airport projects.

L. City Finance staff has reviewed the financial statements for the Airport and determined that the requested appropriation of Airport Reserves in the 2025 Airport Budget meets the required limits set forth in the IGA.

M. This appropriation benefits the public health, safety and welfare of the residents of Fort Collins and serves the public purpose of enhancing transportation and economic welfare of the City and its residents.

N. This appropriation will not require additional funding from the Cities and is consistent with the IGA.

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

Section 1. The City Council hereby approves and adopts the 2025 Airport operating and capital budget totaling \$11,384,095 (\$2,126,128 for operations and \$9,257,967 for capital), a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference.

Section 2. The City Council hereby appropriates in the Airport Fund \$1,063,064 to be expended to defray the City’s 50% share of the 2025 operating costs of the Airport.

Section 3. The City Council hereby appropriates in the Airport Fund \$4,628,983 to be expended to defray the City’s 50% share of the 2025 capital costs of the Airport.

Introduced, considered favorably on first reading on November 4, 2024, and approved on second reading for final passage on November 19, 2024.

Mayor

ATTEST:

City Clerk

Effective Date: November 29, 2024
Approving Attorney: Jenny Lopez Filkins

2025 Proposed Airport Budget



NORTHERN COLORADO
REGIONAL AIRPORT COMMISSION

	2021 Actual	2022 Actual	2023 Actual	2024 Budget	2025 Proposed Budget	Justification	Percent Change
<u>OPERATING REVENUES</u>							
Hangar Rental	247,095	240,022	207,083	215,000	159,000	Reduced for decommissioning of A & B hangars	-26.0%
FBO Rent	92,713	94,172	94,172	105,051	110,809	CPI Increase partially affected 2024	5.5%
Gas and Oil Commissions	265,576	405,588	318,433	300,000	315,000	This is driven by fuel price and airport activity levels	5.0%
State & County Aircraft Fuel Tax	127,754	193,644	192,614	150,000	157,500	This is driven by fuel price and airport activity levels	5.0%
Land Lease	738,561	920,494	1,040,780	1,099,000	1,113,000	Adjusted for CPI lease escalations	
Terminal Lease and Landing Fees	7,160	8,024	11,546	75,300	193,300	Assumes no new leases	1.3%
Parking	330	0	0	0	0	Tied to airline/ bus activity	156.7%
Miscellaneous	205,476	132,708	248,373	52,600	65,230	Tied to airline/ bus activity	24.0%
TOTAL OPERATING REVENUES	1,684,665	1,994,652	2,113,001	1,996,951	2,113,839	Total	5.9%
<u>OPERATING EXPENSES</u>							
FTE	6	8	8	9	9		0.0%
Personal Services	668,421	776,765	753,881	1,147,418	1,189,915	Increase attributed to CPI	3.7%
Supplies	74,945	99,694	107,263	123,550	129,729	Inflation adjustments	5.0%
Purchased Services	435,275	620,144	708,333	1,759,928	806,484	Removed Air Service Grant, Inflation adjustments	-54.2%
TOTAL OPERATING EXPENSES	1,178,641	1,496,603	1,569,477	3,030,896	2,126,128	Total	-29.9%
OPERATING GAIN (LOSS)	506,023	498,049	543,524	(1,033,945)	(12,289)	The proposed budget is balanced	-98.8%
<u>NONOPERATING REVENUES (EXPENSES)</u>							
City Contributions	0	0	2,000,000	0	0		
Passenger Facility Charge	0	0	0	0	0	No change	
Interest Income	(61,294)	(112,373)	90,148	49,000	30,000	Finance controlled investments	-38.8%
Capital Expenditures	(3,623,375)	(1,082,549)	(5,449,371)	(21,958,000)	(9,287,967)	Expenditures include encumbering funds for Runway 15-33 Widening to be incurred in 2026	-57.7%
TOTAL NONOPERATING REVENUES (EXPENSES)	(3,684,669)	(1,194,922)	(3,359,223)	(21,909,000)	(9,257,967)		-57.7%
NET INCOME (LOSS) BEFORE CAPITAL CONTRIBUTIONS	(3,178,646)	(696,873)	(2,815,699)	(22,942,945)	(9,270,256)		-59.6%
Capital Contributions	4,274,041	1,399,819	2,665,910	16,272,500	8,451,268	Runway Widening Construction Grant	-48.1%
CHANGE IN NET POSITION	1,095,395	702,946	(149,789)	(6,670,445)	(818,988)	This change is driven by the local share for the capital projects, grant matches, and local only projects.	-87.7%
Net Position available for use	4,059,249	5,797,454	8,430,589	1,760,144	941,156		
Reserve Appropriation	1,000,000	2,000,000	2,000,000	2,000,000	1,000,000	IGA stipulates this amount to be the lesser of 50% of unassigned balances of Airport Operating reserves and Capital Fund or less than 25% of the Airport's annual budget	-50.0%

RESOLUTION # R-08-2024**A RESOLUTION APPROVING THE 2025 AIRPORT BUDGET AND
RECOMMENDING APPROVAL BY THE CITY COUNCILS OF FORT COLLINS
AND LOVELAND**

WHEREAS, the City of Fort Collins (“Fort Collins”) and the City of Loveland (“Loveland”) jointly own and operate the Northern Colorado Regional Airport (the “Airport”) pursuant to that Amended and Restated Intergovernmental Agreement for the Joint Operation of the Fort Collins-Loveland Municipal Airport (the “IGA”), dated January 22, 2015, as amended; and

WHEREAS, pursuant to the IGA, the two Cities formed the Northern Colorado Regional Airport Commission (“Commission”) and granted the Commission certain authority, including the authority to develop the Airport budget; and

WHEREAS, the two Cities reserved to themselves the authority to approve the annual Airport budget and the authority to approve each Cities’ annual contributions to and appropriation of the Airport budget; and

WHEREAS, Airport staff has prepared the annual Airport budget for fiscal year 2025 (the “2025 Airport Budget”) and the Commission has reviewed the 2025 Airport Budget, which is attached hereto as “Exhibit A” and incorporated herein; and

WHEREAS, after such review, the Commission approves the 2025 Airport Budget, and recommends approval by the two City Councils along with appropriation of the necessary funds for such 2025 Airport Budget.

**NOW THEREFORE BE IT RESOLVED BY THE NORTHERN COLORADO
REGIONAL AIRPORT COMMISSION AS FOLLOWS:**

Section 1. That the 2025 Airport Budget attached hereto as “Exhibit A” is hereby approved.

Section 2. That the Commission recommends that the Fort Collins City Council and the Loveland City Council each approve the 2025 Airport Budget. The Commission further recommends that the City Councils approve each City’s annual contributions to and appropriation of the 2025 Airport Budget.

Section 3. That this Resolution shall be effective as of the date and time of its adoption.

ADOPTED this 19th day of September, 2024.

Signed by:
Jerry Stooksbury
0641F15027314FE...

Jerry Stooksbury, Vice Chair of the
Northern Colorado Regional Airport Commission

ATTEST:

DocuSigned by:
Kate Morgan
9F0965A684E844E...

Secretary

APPROVED AS TO FORM:

Laurie Wilson

Acting Deputy City Attorney

COPY

2025 Proposed Airport Budget



NORTHERN COLORADO
REGIONAL AIRPORT COMMISSION

	2021 Actual	2022 Actual	2023 Actual	2024 Budget	2025 Proposed Budget	Justification	Percent Change
<u>OPERATING REVENUES</u>							
Hangar Rental	247,095	240,022	207,083	215,000	159,000	Reduced for decommissioning of A & B hangars	-26.0%
FBO Rent	92,713	94,172	94,172	105,051	110,809	CPI Increase partially affected 2024	5.5%
Gas and Oil Commissions	265,576	405,588	318,433	300,000	315,000	This is driven by fuel price and airport activity levels	5.0%
State & County Aircraft Fuel Tax	127,754	193,644	192,614	150,000	157,500	This is driven by fuel price and airport activity levels	5.0%
Land Lease	738,561	920,494	1,040,780	1,099,000	1,113,000	Adjusted for CPI lease escalations	1.3%
Terminal Lease and Landing Fees	7,160	8,024	11,546	75,300	193,300	Assumes no new leases	156.7%
Parking	330	0	0	0	0	Tied to airline/ bus activity	
Miscellaneous	205,476	132,708	248,373	52,600	65,230	Tied to airline/ bus activity	24.0%
TOTAL OPERATING REVENUES	1,684,665	1,994,652	2,113,001	1,996,951	2,113,839	Total	5.9%
<u>OPERATING EXPENSES</u>							
FTE	6	8	8	9	9		0.0%
Personal Services	668,421	776,765	753,881	1,147,418	1,189,915	Increase attributed to CPI	3.7%
Supplies	74,945	99,694	107,263	123,550	129,729	Inflation adjustments	5.0%
Purchased Services	435,275	620,144	708,333	1,759,928	806,484	Removed Air Service Grant, Inflation adjustments	-54.2%
TOTAL OPERATING EXPENSES	1,178,641	1,496,603	1,569,477	3,030,896	2,126,128	Total	-29.9%
OPERATING GAIN (LOSS)	506,023	498,049	543,524	(1,033,945)	(12,289)	The proposed budget is balanced	-98.8%
<u>NONOPERATING REVENUES (EXPENSES)</u>							
City Contributions	0	0	2,000,000	0	0	No change	
Passenger Facility Charge	0	0	0	0	0	Finance controlled investments	-38.8%
Interest Income	(61,294)	(112,373)	90,148	49,000	30,000	Expenditures include encumbering funds for Runway 15-33 Widening to be incurred in 2026	-57.7%
Capital Expenditures	(3,623,375)	(1,082,549)	(5,449,371)	(21,958,000)	(9,287,967)		
TOTAL NONOPERATING REVENUES (EXPENSES)	(3,684,669)	(1,194,922)	(3,359,223)	(21,909,000)	(9,257,967)		-57.7%
NET INCOME (LOSS) BEFORE CAPITAL CONTRIBUTIONS	(3,178,646)	(696,873)	(2,815,699)	(22,942,945)	(9,270,256)		-59.6%
Capital Contributions	4,274,041	1,399,819	2,665,910	16,272,500	8,451,268	Runway Widening Construction Grant	-48.1%
CHANGE IN NET POSITION	1,095,395	702,946	(149,789)	(6,670,445)	(818,988)	This change is driven by the local share for the capital projects, grant matches, and local only projects.	-87.7%
Net Position available for use	4,059,249	5,797,454	8,430,589	1,760,144	941,156		
Reserve Appropriation	1,000,000	2,000,000	2,000,000	2,000,000	1,000,000	IGA stipulates this amount to be the lesser of 50% of unassigned balances of Airport Operating reserves and Capital Fund or less than 25% of the Airport's annual budget	-50.0%

Item 12.

File Attachments for Item:

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

The purpose of this item is to set the Downtown Development Authority (“DDA”) Budget.

The following amounts will be appropriated:

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

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

November 4, 2024

AGENDA ITEM SUMMARY

City Council



STAFF

Matt Robenalt, DDA Executive Director
Kristy Klenk, DDA Finance & HR Manager

SUBJECT

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

EXECUTIVE SUMMARY

The purpose of this item is to set the Downtown Development Authority (“DDA”) Budget.

The following amounts will be appropriated:

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Revolving Line of Credit Draws	\$9,000,000
DDA Debt Service Fund	\$9,431,611

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

STAFF RECOMMENDATION

Staff recommend adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

The DDA was created in 1981 with the purpose, according to Colorado state statute, of planning and implementing projects and programs within the boundaries of the DDA. By state statute, the purpose of the ad valorem tax levied on all real and personal property in the downtown development district, not to exceed five (5) mills, shall be for the budgeted operations of the authority. The DDA and the City adopted a Plan of Development that specifies the projects and programs the DDA would undertake. To carry out the purposes of the State statute and the Plan of Development, the City, on behalf of the DDA, has issued various tax increment bonds, which require debt servicing.

The DDA is requesting approval of the DDA Public/Private Investments and Programs budget for fiscal year 2025 in the amount of \$11,634,753 and DDA Operation and Maintenance budget for fiscal year 2025

in the amount of \$1,556,393. It is requesting appropriation of up to \$9,000,000 for the 2025 Line of Credit draws. It is also requesting approval of the DDA debt payment commitments in the amount of \$9,431,611 for 2025 obligations.

The 2025 Public/Private Investments and Program budget is projected as follows:

Uses:

Alley Operations	\$ 45,739
Alley Capital Reserve Replacement	384,351
Alley Construction (Harper Goff, E Myrtle, W Olive)	95,641
Alley Design and Construction (E Myrtle to Mulberry, Chestnut)	3,144,715
Alley Trash Enclosure Lease Payments	18,170
Business Marketing and Communications	114,920
DDA Land Bank	3,000,000
Downtown River District Improvements (Willow St)	162,220
Façade Grant Program	340,001
Gateway Entrances	55,000
Nighttime Impact Study	35,000
Oak 140 Operations	117,106
Old Town Parking Structure	175,000
Old Town Square Operations	66,149
Old Town Square Capital Reserve Replacement	134,613
Parking Implementation Plan Scope 2024	65,000
Projects and Programs 2024 Reserve	3,043,610
Special Utility Vehicles for Maintenance (one-time)	215,000
Tree Canopy Replacement	8,203
Urban Micro-Space Design Plan	113,314
Warehouse Operations	73,649
Other Public/Private Investments & Programs	<u>227,352</u>
Total	\$11,634,753

The 2025 Operations and Maintenance budget is projected as follows:

Uses:

Personnel Services	\$1,094,370
Contractual Professional Services	393,962
Purchased Supplies and Commodities	30,100
Other	<u>37,961</u>
Total	\$1,556,393

The 2025 Line of Credit draw, whose debt service payment will be made from the debt service fund, is projected to fund up to \$9,000,000:

Uses:

Old Firehouse Alley Parking Garage IGA Payment	\$ 300,000
Housing Catalyst/FC DDA LLC Loan (Oak140)	121,869
Multi-Year Reimbursement Payments	665,760
Project Management Fees	134,411
DDA 5 Mill Property Tax TIF Revenue to O&M	400,030
Business Marketing and Communications Program	328,305
Capital Asset General Maintenance Obligations	802,086
Capital Asset Replacement Reserve	395,571
Capital Asset Reserve & Replacement Annual Program	211,200
Future Public/Private Investments & Programs	<u>5,640,768</u>
Total	\$9,000,000

The DDA debt service fund is projected to have sufficient revenue to meet the required debt service payments for 2025.

Uses:

Debt Payment: 2025	\$9,431,611
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CITY FINANCIAL IMPACTS

Adoption of this Ordinance will have no direct financial impacts on the City and its budget.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

At its September 5, 2024, meeting, the Downtown Development Authority Board of Directors adopted its proposed budget for 2025 totaling \$31,622,757 and determined the mill levy necessary to provide for payment of administrative costs incurred by the DDA. The amount of \$31,622,757 meets the reporting criteria of the City accounting standards but the DDA would like Council to be aware that the total amount does not directly reflect the anticipated revenues from Tax Increment or the 5 mills for 2025. The Public/Private Investments and Programs budget of \$11,634,753 are previously appropriated unspent funds of which 53% is dedicated to the design and construction of two additional alleys, and funding of a land bank for future property acquisition. The repayment of the Line of Credit of \$9,000,000 is reported as part of the Debt Service Payment total and is then reported separately for anticipated uses.

PUBLIC OUTREACH

None.

ATTACHMENTS

1. Ordinance for Consideration
2. Boundary Map
3. DDA Resolution 2024-04 Mill Levy
4. DDA Resolution 2024-05 2025 Budget
5. DDA Resolution 2024-06 Line of Credit Draw Service
6. DDA Resolution 2024-07 Debt Service
7. DDA Resolution 2024-08 Projects & Programs

ORDINANCE NO. 154, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROVING THE FISCAL YEAR 2025 BUDGET, AND BEING
THE ANNUAL APPROPRIATION ORDINANCE FOR THE FORT
COLLINS DOWNTOWN DEVELOPMENT AUTHORITY RELATING
TO THE ANNUAL APPROPRIATIONS FOR FISCAL YEAR 2025,
AND FIXING THE MILL LEVY FOR THE DOWNTOWN
DEVELOPMENT AUTHORITY FOR PROPERTY TAXES
PAYABLE FISCAL YEAR 2025

A. The Fort Collins Downtown Development Authority (the “DDA”) has been duly organized in accordance with the Colorado Revised Statutes (“C.R.S.”) Section 31-25-804.

B. On September 8, 1981, the City Council adopted Resolution 81-129 approving DDA’s original Plan of Development dated July 1981, which Plan has been amended several times since 1981 (the “DDA Plan of Development”).

C. On September 5, 2024, DDA Board of Directors (the “DDA Board”), acting under the provisions of C.R.S. Section 31-25-816, adopted a proposed and recommended DDA budget for the fiscal year beginning January 1, 2025, as reflected in DDA Board Resolutions 2024-05, 2024-06, 2024-07 and 2024-08 (the “Budget”), and determined the mill levy necessary to provide for payment during fiscal year 2025 of properly authorized operational and maintenance expenditures to be incurred by the DDA.

D. The DDA anticipates receiving in 2025 tax increment revenues of approximately \$8,706,279 and approximately \$965,152 in revenues from its five-mill property tax for the DDA’s operational and maintenance expenditures.

E. It is the desire of the Council to appropriate the sum of THIRTY-ONE MILLION, SIX HUNDRED TWENTY-TWO THOUSAND, SEVEN HUNDRED FIFTY-SEVEN DOLLARS (\$31,622,757) from the DDA Operation and Maintenance Fund and the DDA Debt Service Fund for the fiscal year beginning January 1, 2025, and ending December 31, 2025, to be used as follows:

DDA Public/Private Investments & Programs	\$11,634,753
DDA Operations & Maintenance (O&M Fund)	1,556,393
2024 Revolving Line of Credit Draws	9,000,000
DDA Debt Service Fund	<u>9,431,611</u>
Total	\$31,622,757

F. The DDA Board, as reflected in DDA Board Resolution 2024-04, has recommended to the Council that pursuant to C.R.S. Section 31-25-817 the Council set a mill levy of five (5) mills upon each dollar of assessed valuation on all taxable property within the DDA District, such levy representing the amount of taxes necessary to provide

for payment during the 2025 fiscal year for all properly authorized operational and maintenance expenditures to be incurred by the DDA.

G. The amount of this proposed mill levy is not an increase over prior years and, as such, prior voter approval of the proposed levy is not required under Article X, Section 20 of the Colorado Constitution.

H. C.R.S. Section 39-5-128(1) requires certification of this mill levy to the Larimer County Board of County Commissioners no later than December 15, 2024.

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

Section 1. The City Council hereby approves the Budget as provided in C.R.S. Section 31-25-816(1).

Section 2. There is hereby appropriated for fiscal year 2025 for expenditure from the DDA Operation and Maintenance Fund for the Downtown Development Authority Public/Private Investments and Programs the sum of ELEVEN MILLION SIX HUNDRED THIRTY-FOUR THOUSAND SEVEN HUNDRED FIFTY-THREE DOLLARS (\$11,634,753), to be expended to fund the payment of the DDA-related obligations that have been entered into or will be entered into in furtherance of the DDA Plan of Development.

Section 3. There is also hereby appropriated for fiscal year 2025 for expenditure from the DDA Operation and Maintenance Fund for the Downtown Development Authority Operation and Maintenance the sum of ONE MILLION FIVE HUNDRED FIFTY-SIX THOUSAND THREE HUNDRED NINETY-THREE DOLLARS (\$1,556,393), to be expended for the authorized purposes of the DDA.

Section 4. There is hereby appropriated for fiscal year 2025 for expenditure from the Downtown Development Authority 2025 Line of Credit draws the sum of up to NINE MILLION DOLLARS (\$9,000,000), to be used to finance DDA projects or programs in accordance with the DDA Plan of Development including the multi-year reimbursement payments, and capital asset maintenance obligations.

Section 5. There is hereby appropriated for the fiscal year 2025 for expenditure from the Downtown Development Authority Debt Service Fund the sum of NINE MILLION FOUR HUNDRED THIRTY-ONE THOUSAND SIX HUNDRED ELEVEN DOLLARS (\$9,431,611), for payment of debt service on a previously issued and outstanding bond, and for payment on the 2025 Line of Credit draws.

Section 6. The DDA's mill levy rate for the taxation upon each dollar of the assessed valuation of all taxable property within the DDA District shall be five (5) mills to be imposed on the assessed value of such property as set by state law for property taxes

payable in 2025, which levy represents the amount of taxes necessary to provide for payment during fiscal year 2025 of all properly authorized operational and maintenance expenditures to be incurred by the DDA, as appropriated herein. The City Clerk shall certify said mill levy to the County Assessor and the Board of County Commissioners of Larimer County, Colorado, no later than December 15, 2024.

Introduced, considered favorably on first reading on November 4, 2024, and approved on second reading for final passage on November 19, 2024.

Mayor

ATTEST:

City Clerk

Effective Date: November 29, 2024
Approving Attorney: Jenny Lopez Filkins

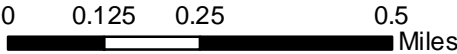


Downtown Development Authority Boundary

- Parcels
- DDA Boundary



1 inch = 1,320 feet



Amended: March 7,
Printed: October 01,

RESOLUTION 2024-04
OF THE BOARD OF DIRECTORS OF THE FORT COLLINS, COLORADO DOWNTOWN DEVELOPMENT
AUTHORITY RECOMMENDING TO THE FORT COLLINS CITY COUNCIL THE DETERMINING AND FIXING OF
THE MILL LEVY OF THE FORT COLLINS DOWNTOWN DEVELOPMENT AUTHORITY FOR THE FISCAL YEAR
ENDING DECEMBER 31, 2025

WHEREAS, The Fort Collins, Colorado Downtown Development Authority (“DDA”) has been duly organized in accordance with the Colorado Revised Statutes 31-25-804, 1973 as amended; and

WHEREAS, the Board of Directors of the DDA finds a mill levy of five (5) mills to be sufficient to meet the operational and maintenance needs of the DDA for fiscal year 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE FORT COLLINS, COLORADO DOWNTOWN DEVELOPMENT AUTHORITY, to recommend to the City Council of the City of Fort Collins the mill levy rate for taxation upon all the taxable property within the boundaries of The Fort Collins, Colorado Downtown Development Authority for the fiscal year ending December 31, 2025 be set at five (5) mills, which mill levy is sufficient to raise ad valorem revenues for the 2025 Operations and Maintenance Budget as approved by the Board of Directors of The Fort Collins, Colorado Downtown Development Authority and which mill levy represents the amount of taxes for The Fort Collins, Colorado Downtown Development Authority. Said mill levy shall be distributed and certified by the County Assessor and the Board of County Commissioners of Larimer County, Colorado by the City Clerk as provided by law.

Passed and adopted at a regular meeting of the Board of Directors of The Fort Collins, Colorado Downtown Development Authority this 5th day of September 2024.



Dwight Hall, Secretary



David Lingle, Chair

RESOLUTION 2024-05

OF THE BOARD OF DIRECTORS OF THE FORT COLLINS, COLORADO DOWNTOWN DEVELOPMENT AUTHORITY APPROVING AND RECOMMENDING TO THE FORT COLLINS CITY COUNCIL THE BUDGET OF THE ESTIMATED AMOUNTS REQUIRED TO PAY THE EXPENSES OF CONDUCTING THE BUSINESS OF THE FORT COLLINS DOWNTOWN DEVELOPMENT AUTHORITY FOR THE FISCAL YEAR ENDING DECEMBER 31, 2025

WHEREAS, The Fort Collins, Colorado Downtown Development Authority (“DDA”) has been duly organized in accordance with the Colorado Revised Statutes 31-25-804, 1973 as amended; and

WHEREAS, the Board of Directors of the DDA shall under Colorado Revised Statutes, 31-25-816, 1973, as amended, adopt a budget of the estimated revenues and expenditures to be received and incurred during fiscal year ending December 31, 2025.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE FORT COLLINS, COLORADO DOWNTOWN DEVELOPMENT AUTHORITY that the following budget is adopted for the fiscal year ending December 31, 2025 and therefore recommends to the City Council of the City of Fort Collins the adoption of this budget.

Revenues:	
Ad Valorem Taxes	\$965,152
Tax Increment Programs	\$400,030
Licenses and Permits	1,800
Auto Specific Ownership Tax	50,000
Investment Earnings	5,000
Project Management Fees	134,411
TOTAL	\$1,556,393
Expenditures:	
Personnel Services	\$1,094,370
Contractual Services	393,962
Commodities	30,100
Other	37,961
TOTAL	\$1,556,393

Passed and adopted at a regular meeting of the Board of Directors of The Fort Collins, Colorado Downtown Development Authority this 5th day of September 2024.


Dwight Hall, Secretary


David Lingle, Chair

RESOLUTION 2024-06
OF THE BOARD OF DIRECTORS OF THE FORT COLLINS, COLORADO DOWNTOWN DEVELOPMENT
AUTHORITY RECOMMENDING TO THE FORT COLLINS CITY COUNCIL THE APPROPRIATION OF
UP TO \$9,000,000 (NINE MILLION DOLLARS) FROM THE FORT COLLINS DOWNTOWN
DEVELOPMENT AUTHORITY 2025 REVOLVING LINE OF CREDIT FOR THE EXPENDITURE ON
PROJECTS AND PROGRAMS, ALL IN ACCORDANCE WITH THE DOWNTOWN DEVELOPMENT
AUTHORITY PLAN OF DEVELOPMENT

WHEREAS, The Fort Collins, Colorado Downtown Development Authority has been duly organized in accordance with the Colorado Revised Statutes 31-25-804, 1973 as amended; and

WHEREAS, the DDA's Plan of Development was approved by the City on September 8, 1981, and established the purpose of the DDA and the types of projects in which the DDA would participate; and

WHEREAS, on June 5, 2018 the City Council adopted Ordinance No. 066, 2018 authorizing the renewal of a revolving line of credit to be paid solely with Downtown Development Authority tax increment funds for a six (6) year period to finance DDA projects or programs in accordance with the DDA Plan of Development; and

WHEREAS, the DDA anticipates that such line of credit will be renewed by the City Council prior to its expiration;

WHEREAS, the Board of Directors of the DDA has determined that the following projects and programs are in accordance with the Plan of Development, the Downtown Plan and the Downtown Strategic Plan:

EXISTING COMMITMENTS OF \$3,359,232

Old Firehouse Alley Parking Garage IGA Payment -- \$300,000
Housing Catalyst/FC DDA LLC Loan (Oak 140) -- \$121,869
Multi-Year Reimbursement Payments -- \$665,760
Project Management Fees -- \$134,411
DDA 5 Mill Property Tax TIF Revenue to O&M \$400,030
Business Marketing and Communication Program -- \$328,305
Capital Asset General Maintenance Obligations -- \$802,086
Capital Asset Replacement Reserve -- \$395,571
Capital Asset Reserve & Replacement Annual Program Contribution -- \$211,200

OTHER COSTS OF \$5,640,768

Future Public/Private Investments & Projects -- \$5,640,768

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE FORT COLLINS, COLORADO DOWNTOWN DEVELOPMENT AUTHORITY, that it recommends to the City Council the appropriation for expenditure from the Downtown Development Authority Fund in accordance with the Downtown Plan of Development of up to Nine Million Dollars (\$9,000,000).

Passed and adopted at a regular meeting of the Board of Directors of The Fort Collins, Colorado Downtown Development Authority this 5th day of September 2024.



Dwight Hall, Secretary



David Lingle, Chair

RESOLUTION 2024-07**OF THE BOARD OF DIRECTORS OF THE FORT COLLINS, COLORADO DOWNTOWN DEVELOPMENT AUTHORITY RECOMMENDING TO THE FORT COLLINS CITY COUNCIL THE APPROPRIATION OF \$9,431,611 (NINE MILLION, FOUR HUNDRED THIRTY-ONE THOUSAND, SIX HUNDRED ELEVEN DOLLARS) FROM THE FORT COLLINS DOWNTOWN DEVELOPMENT AUTHORITY DEBT SERVICE FUND FOR PAYMENT OF DEBT SERVICE FOR THE FISCAL YEAR ENDING DECEMBER 31, 2025**

WHEREAS, The Fort Collins, Colorado Downtown Development Authority has been duly organized in accordance with the Colorado Revised Statutes 31-25-804, 1973 as amended; and

WHEREAS, pursuant to Ordinance No. 15, 1983, the City Council of the City of Fort Collins established a special fund consisting of separate accounts for: (1) operation and maintenance expenses of The Fort Collins, Colorado Downtown Development Authority; (2) tax increment funds received by The Fort Collins, Colorado Downtown Development Authority; and (3) project funds consisting of proceeds of bonds, loans, and other forms of indebtedness; and

WHEREAS, Section 2 of Ordinance No. 95, 1987 provides the tax increment monies will be pledged to the payment of principal and interest on Bonds; and

WHEREAS, on June 5, 2018 the City Council adopted Ordinance No. 066, 2018 authorizing the renewal of a revolving line of credit to be paid solely with Downtown Development Authority tax increment funds for a six (6) year period to finance DDA projects or programs in accordance with the DDA Plan of Development; and

WHEREAS, the DDA anticipates that such line of credit will be renewed by the City Council prior to its expiration;

WHEREAS, principal and interest on the bonds and the 2025 line of credit draws is due and payable in 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE FORT COLLINS, COLORADO DOWNTOWN DEVELOPMENT AUTHORITY, that it recommends to the City Council of the City of Fort Collins the appropriation for expenditure in 2025 from the tax increment fund, the sum of \$431,611 (Four hundred thirty-one thousand, six hundred eleven dollars) for payment of debt service on outstanding tax increment bonds, and the sum of \$9,000,000 (Nine million dollars) for payment on the 2025 Line of Credit draws.

Passed and adopted at a regular meeting of the Board of Directors of The Fort Collins, Colorado Downtown Development Authority this 5th day of September 2024.



Dwight Hall, Secretary



David Lingle, Chair

RESOLUTION 2024-08

OF THE BOARD OF DIRECTORS OF THE FORT COLLINS, COLORADO DOWNTOWN DEVELOPMENT AUTHORITY APPROVING AND RECOMMENDING TO THE FORT COLLINS CITY COUNCIL THE BUDGET OF THE ESTIMATED AMOUNTS REQUIRED TO PAY THE EXPENSES OF PUBLIC/PRIVATE INVESTMENTS AND PROGRAMS OF THE FORT COLLINS DOWNTOWN DEVELOPMENT AUTHORITY FOR THE FISCAL YEAR ENDING DECEMBER 31, 2025

WHEREAS, The Fort Collins, Colorado Downtown Development Authority ("DDA") has been duly organized in accordance with the Colorado Revised Statutes 31-25-804, 1973 as amended; and

WHEREAS, the Board of Directors of the DDA shall under Colorado Revised Statutes, 31-25-816, 1973, as amended, adopt a budget of the estimated expenditures to be incurred during fiscal year ending December 31, 2025.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE FORT COLLINS, COLORADO DOWNTOWN DEVELOPMENT AUTHORITY that the following budget is adopted for public/private investments and programs for the fiscal year ending December 31, 2025 and therefore recommends to the City Council of the City of Fort Collins the adoption of this budget.

Alley Operations	\$45,739
Alley Capital Reserve Replacement	384,351
Alley Construction (Harper Goff, E Laurel to Myrtle, W Olive to Magnolia)	95,641
Alley Design and Construction (E Myrtle to Mulberry, Chestnut)	3,144,715
Alley Trash Enclosure Lease Payments	18,170
Business Marketing and Communications	114,920
DDA Land Bank	3,000,000
Downtown River District Improvements (Willow St)	162,220
Façade Grant Program	340,001
Gateway Entrances	55,000
Nighttime Impact Study	35,000
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Old Town Square Operations	66,149
Old Town Square Capital Reserve Replacement	134,613
Parking Implementation Plan Scope 2024	65,000
Projects and Programs 2024 Reserve	3,043,610
Special utility vehicles for maintenance (one-time)	215,000
Tree Canopy Replacement	8,203
Urban Micro-Space Design Plan	113,314
Warehouse Operations	73,649
Other Public/Private Investments & Programs	227,352
TOTAL	<u>\$11,634,753</u>

Passed and adopted at a regular meeting of the Board of Directors of The Fort Collins, Colorado Downtown Development Authority this 5th day of September 2024.


Dwight Hall, Secretary


David Lingle, Chair

File Attachments for Item:

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

The purpose of this item is to request an appropriation of \$36,605.83 in philanthropic revenue received by City Give. These miscellaneous gifts to various City departments support a variety of programs and services and are aligned with both the City's strategic priorities and the respective donors' designation.

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

November 4, 2024

AGENDA ITEM SUMMARY

City Council



STAFF

Nina Bodenhamer, City Give Director

SUBJECT

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

EXECUTIVE SUMMARY

The purpose of this item is to request an appropriation of \$36,605.83 in philanthropic revenue received by City Give. These miscellaneous gifts to various City departments support a variety of programs and services and are aligned with both the City's strategic priorities and the respective donors' designation.

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

STAFF RECOMMENDATION

Staff recommends the adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

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

The City received several individual philanthropic donations totaling \$36,605.83 to support various departments, and these funds are currently unappropriated. As acknowledged by Section 2.5 of the City's Fiscal Management Policy 2-revenue approved by City Council, the City Manager has adopted the Philanthropic Governance Policy to provide for the responsible and efficient management of charitable donations to the City.

This item requests an appropriation of \$36,605.83 in philanthropic revenue received by City Give as follows:

- A gift of \$15,000 from Anheuser-Busch designated for the support of the recently opened 9-11 Memorial at Spring Park.
- Sponsorships totaling \$4,900 awarded for Open Streets, Volunteer Summit, and the Latiné/Hispanic Heritage event.

- Gifts received by generous donors totaling \$16,705.83 supporting programs and services, including adaptive recreation, youth sports, youth golf scholarships, recreation, and tribute benches.

The respective donors have requested that the City use these generous donations for designated purposes within and to benefit City service areas and programs.

CITY FINANCIAL IMPACTS

This Ordinance will appropriate \$36,605.83 in new philanthropic revenue received by City Give in 2024 for various City departments to support various programs and services.

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

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

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

1. Ordinance for Consideration

ORDINANCE NO. 155, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROPRIATING UNANTICIPATED PHILANTHROPIC
REVENUE RECEIVED BY CITY GIVE FOR VARIOUS
PROGRAMS AND SERVICES AS DESIGNATED BY THE
DONORS

A. The City of Fort Collins has long been the beneficiary of local philanthropy. Generosity is demonstrated in both large and modest gifts, each appreciated for its investment in the mission and the range of services the City strives to deliver.

B. The City has received \$36,605 in philanthropic gifts that require appropriation by City Council. These gifts are: \$15,000 from Anheuser-Busch designated for the support of the recently opened 9-11 Memorial at Spring Park; \$4,900 for Open Streets, Volunteer Summit, and the Latiné/Hispanic Heritage event; and \$16,705 to support programs and services including adaptive recreation, youth sports, youth golf scholarships, recreation and tribute benches.

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

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

E. The City Manager has recommended the appropriations described below and determined that the amount of each of these appropriations is available and previously unappropriated from the funds named below 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.

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS that there is hereby appropriated from the following funds these amounts of philanthropic revenue received in 2024 to be expended as designated by the donors in support of the various City programs and services as described in this Ordinance:

General Fund	\$ 19,000.00
Recreation Fund	\$ 9,162.00
Golf Fund	\$ 5,543.00
Transportation Fund	\$ 2,400.00
Cultural Services Admin	\$ 500.00

Introduced, considered favorably on first reading on November 4, 2024, and approved on second reading for final passage on November 19, 2024.

Mayor

ATTEST:

City Clerk

Effective Date: November 29, 2024
Approving Attorney: Ted Hewitt

File Attachments for Item:

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

The purpose of this item is to appropriate prior year reserves to cover snow removal costs that have exceeded the 2024 budget. Overspend in the snow budget is driven by severe snowstorms that present unanticipated cold temperatures, ice, and higher volumes of snow.

November 4, 2024

AGENDA ITEM SUMMARY

City Council



STAFF

Mallory Gallegos, Transportation Operations Director
Peggy Streeeter, Financial Analyst

SUBJECT

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

EXECUTIVE SUMMARY

The purpose of this item is to appropriate prior year reserves to cover snow removal costs that have exceeded the 2024 budget. Overspend in the snow budget is driven by severe snowstorms that present unanticipated cold temperatures, ice, and higher volumes of snow.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

The 2024 snow budget of \$1,920,000 has already been depleted by \$1,500,000 leaving approximately \$460,000 for the remainder of the year. An additional expenditure of \$1,070,000 is estimated for the 2024 November – December snow season, which is based on the period's historical average of five storms. Should these storms occur, total overspend for the year would equal \$610,000. While Transportation Fund appropriations are currently sufficient to cover the snow budget overspend, it is anticipated that by year end the Transportation Fund would be overspent in an amount equivalent to the amount requested in this supplemental appropriation. Measures could be taken to offset the anticipated overspend, however, these would require a reduction in other intended services and uses. This situation is not unprecedented, as actual snow costs have exceeded Transportation Fund budget allocations on a yearly basis for over ten years. The average overspend for the past 10 years has been \$1,500,000 and has averaged \$1,800,000 over the last five years.

The three main factors in the increased costs for snow removal are increased operational costs, extremely cold temperatures, and large storms. The presence of extremely cold temperatures and/or ice requires the use of more de-icing material to keep roads safe, and more labor hours to remove ice. Other factors impacting the increased cost of snow removal include increases in personnel costs, material costs, contractor sidewalk snow removal costs, and the increase in the number of cleared lane miles.

Underspend in non-personnel from Planning, Development, and Transportation will be used to offset costs as available. The remaining amount needed for the snow removal budget is being requested from Transportation Fund Reserves.

CITY FINANCIAL IMPACTS

This Ordinance will appropriate \$610,000 from Transportation Fund prior year reserves. These funds will be expended to cover any additional costs necessary for snow removal and associated costs during the remainder of 2024.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

1. Ordinance for Consideration

ORDINANCE NO. 156, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROPRIATING PRIOR YEAR RESERVES IN THE
TRANSPORTATION SERVICES FUND FOR SNOW REMOVAL

- A. The City established a snow removal budget of \$1,920,000 for 2024.
- B. The 2024 snow removal budget already has been depleted by \$1,500,000.
- C. An additional expenditure of \$1,070,000 is estimated for the 2024 November – December snow season, based on the period’s historical average of five storms. Should these storms occur, total overspend for the year would equal \$610,000.
- D. The actual costs of snow removal by the City have exceeded annual budget allocations on a yearly basis for more than ten years.
- E. Three primary factors in the increase of snow removal costs are increased operational costs, extremely cold temperatures, and large storms.
- F. Increased operational costs for snow removal include increases in personnel costs, material costs, contractor sidewalk snow removal costs, and the increase in the number of lane miles cleared.
- G. The presence of extremely cold temperatures increase operational costs by requiring the use of greater amounts of de-icing material, and more labor hours to remove ice and keep roads safe.
- H. Large storms drive up costs due to plowing residential roads, removal of downtown snow via truck, and increased costs for sidewalk snow removal.
- I. The purpose of this Ordinance is to appropriate \$610,000 from the Transportation Services Fund prior year reserves to cover costs already incurred and any additional costs necessary for snow removal and associated costs for the remainder of 2024, to avoid the diversion of funds from other budgeted purposes to cover these costs.
- J. This appropriation benefits the public health, safety and welfare of the residents of Fort Collins and serves the public purpose of providing community-wide snow removal.
- K. Article V, Section 9 of the City Charter permits the City Council, upon the recommendation of the City Manager, to make supplemental appropriations by ordinance at any time during the fiscal year from such revenues and funds for expenditure as may be available from reserves accumulated in prior years, notwithstanding that such reserves were not previously appropriated.

L. The City Manager has recommended the supplemental 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 Fund to exceed the current estimate of actual and anticipated revenues and all other funds to be received in this Fund during this fiscal year.

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS that there is hereby appropriated from prior year reserves in the Transportation Services Fund the sum of SIX HUNDRED TEN THOUSAND DOLLARS (\$610,000) to be expended in the Transportation Services Fund for Snow Removal during the remainder of 2024.

Introduced, considered favorably on first reading on November 4, 2024, and approved on second reading for final passage on November 19, 2024.

Mayor

ATTEST:

City Clerk

Effective Date: November 29, 2024
Approving Attorney: Cyril Vidergar

File Attachments for Item:

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

The purpose of this item is to transfer grant revenue and the corresponding local match for Transfort into the Capital Projects fund and to clarify the use of funds.

November 4, 2024

AGENDA ITEM SUMMARY

City Council



STAFF

Monica Martinez, PDT FP&A Manager

SUBJECT

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

EXECUTIVE SUMMARY

The purpose of this item is to transfer grant revenue and the corresponding local match for Transfort into the Capital Projects fund and to clarify the use of funds.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading

BACKGROUND / DISCUSSION

In September 2024, Transfort requested appropriation of unanticipated Federal Transit Authority (FTA) Capital Investment Grant (CIG) funds totaling \$240,000 and a local match of \$60,000 from the Transit 2050 Our Climate Future (“OCF”) Tax funds. CIG funds were awarded in support of bus rapid transit within the West Elizabeth Enhanced Travel Corridor Project and will be used to support consultant work, public outreach, and other items related to the Project. Appropriation of these funds was approved via Ordinance No. 110, 2024, passed on September 3, 2024. This supplemental appropriation requests the transfer of these previously appropriated funds from the Transit Services fund and the 2050 Tax Parks Rec Transit OCF fund to the Capital Project Fund to facilitate financial accounting and tracking of the West Elizabeth Project. No additional funds are requested.

The original appropriation, Ordinance No. 110, 2024, transferred funds to the Art in Public Places program in the amount of \$600. That transfer will remain within the original appropriation, and the amount of local match to be transferred from the 2050 Tax fund to the Capital Projects fund by this new action is \$59,400.

CITY FINANCIAL IMPACTS

No additional City financial impacts as all funds have been previously appropriated.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

1. Ordinance for Consideration

ORDINANCE NO. 157, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AUTHORIZING TRANSFERS OF APPROPRIATIONS FOR THE
TRANSFERT WEST ELIZABETH ENHANCED TRAVEL
CORRIDOR PROJECT

A. In 2016, the City chose the West Elizabeth Corridor as a future bus rapid transit (“BRT”) route due to its function as a critical three-mile link for students accessing Colorado State University’s Main and Foothills campuses, and as a growing business and multi-family housing district.

B. The City has identified the West Elizabeth Street travel corridor as the highest priority pedestrian and alternative travel mode area for improvement in the City as highlighted in City Plan and the Transit Master Plan.

C. The West Elizabeth Enhanced Travel Corridor Project (the “Project”) established the vision for BRT service and other multimodal improvements along the West Elizabeth Corridor with an emphasis on connectivity between the Colorado State University (“CSU”) Foothills Campus on the west and CSU’s Main Campus on the east; improving transit (including BRT stations), vehicle lanes, and walking and biking pathways; and fostering existing business and future infill and redevelopment to accommodate the growing number of diversity of users in the corridor.

D. In 2020, the City initiated the design process for the West Elizabeth corridor with the Colorado Department of Transportation (Resolution 2020-072; Ordinance No. 097, 2020) and CSU (Resolution 2020-071), and designs for the Project were 30% complete in 2022. In 2023 the City proceeded forward with the final 100% design and outreach using additional funding from a Multimodal Options grant from the North Front Range Metropolitan Planning Organization (Ordinance No. 069, 2023, Resolution 2023-041).

E. In fiscal year 2022, the Federal Transit Administration (“FTA”) awarded Transfort Capital Investment Grant (“CIG”) funding for the Project.

F. In September 2024, Transfort requested appropriation of unanticipated FTA CIG funds totaling \$240,000 and a local match of \$60,000 from the Transit 2050 Our Climate Future (“OCF”) Tax funds to support the construction of the Project, which Council approved via Ordinance No. 110, 2024, passed on September 3, 2024.

G. The supplemental appropriation described in this Ordinance is for the transfer of the funds appropriated via Ordinance No. 110, 2024 from the Transit fund and the 2050 Tax Parks Rec Transit OCF fund to the Capital Projects fund to support the construction of the Project and to facilitate financial accounting and tracking of the Project.

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

I. The City Manager has recommended the transfer of \$59,400 from the 2050 Tax Parks Rec Transit OCF fund to the Capital Projects fund and determined that the purpose for which the transferred funds are to be expended remains unchanged.

J. The City Manager has further recommended the transfer of \$240,000 from the Transit Services fund to the Capital Projects fund and determined that the purpose for which the transferred funds are to be expended remains unchanged.

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

L. The City Council wishes to designate the appropriations herein for the Transfort West Elizabeth Enhanced Travel Corridor Project as appropriations that shall not lapse until the completion of the Project.

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

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

Section 1. The unexpended and unencumbered appropriated amount of FIFTY-NINE THOUSAND FOUR HUNDRED DOLLARS (\$59,400) is authorized for transfer from the 2050 Tax Parks Rec Transit OCF fund to the Capital Projects fund and appropriated therein to be expended for the Transfort West Elizabeth Enhanced Travel Corridor Project.

Section 2. The unexpended and unencumbered appropriated amount of TWO HUNDRED FORTY THOUSAND FOUR HUNDRED DOLLARS (\$240,000) is authorized for transfer from the Transit Services fund to the Capital Projects fund and appropriated

therein to be expended for the Transfort West Elizabeth Enhanced Travel Corridor Project.

Section 3. The appropriations herein for the Transfort West Elizabeth Enhanced Travel Corridor Project are hereby designated, as authorized in Article V, Section 11 of the City Charter, as appropriations that shall not lapse at the end of this fiscal year but continue until the completion of the Transfort West Elizabeth Enhanced Travel Corridor Project.

Introduced, considered favorably on first reading on November 4, 2024, and approved on second reading for final passage on November 19, 2024.

Mayor

ATTEST:

City Clerk

Effective Date: November 29, 2024
Approving Attorney: Heather N. Jarvis

File Attachments for Item:

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

The purpose of this item is to appropriate \$2,000,000 in prior year reserves in the Natural Areas Fund. These appropriations are for additional land conservation, for the Natural Areas Department.

November 4, 2024

AGENDA ITEM SUMMARY

City Council



STAFF

Katie Donahue, Director, Natural Areas Department
 Barb Brock, Financial Analyst II, Natural Areas Department

SUBJECT

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

EXECUTIVE SUMMARY

The purpose of this item is to appropriate \$2,000,000 in prior year reserves in the Natural Areas Fund. These appropriations are for additional land conservation, for the Natural Areas Department.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

Funding for the Natural Areas Department (NAD) for purposes other than capital projects lapses each year if not spent. Unspent prior year funds need to be appropriated into the following year's budget before they can be used. The purpose of this item is to appropriate an additional \$2,000,000 from reserves in the Natural Areas Fund to fund land conservation.

The total appropriation of \$2,000,000 is expected to be used for land conservation. Land acquisition has been successful in 2024, and the additional appropriation will allow NAD to close on additional properties before the end of the year.

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 revenues. All these funds are restricted to the purposes of the NAD, 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:

\$2,000,000 Total Appropriation from 2023 Prior Year Reserves

CITY FINANCIAL IMPACTS

The Appropriation Ordinance increases 2024 appropriations in the City's Natural Areas Fund by \$2,000,000. The requested total appropriation of \$2,000,000 from reserves in the Natural Areas Fund.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

The Land Conservation and Stewardship Board recommends that City Council approve the proposed \$2,000,000 additional appropriation of prior year Natural Areas reserves to be used for land conservation. The motion was unanimously approved 6-0.

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

ORDINANCE NO. 158, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROPRIATING PRIOR YEAR RESERVES IN THE NATURAL
AREAS FUND FOR THE PURPOSE OF LAND CONSERVATION
NOT INCLUDED IN THE 2024 ADOPTED CITY BUDGET

A. The City is committed to preserving natural areas and providing educational, interpretive and appropriate recreational opportunities to the public.

B. Natural Areas programming implements open land conservation priorities identified in the City's Comprehensive Plan by purchasing conservation easement interests in key natural areas, community separators, or other open lands; providing stewardship for lands purchased; and developing trails and interpretive features for public use.

C. 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.

D. 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.

E. 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.

F. The City Manager has recommended the appropriation from prior year reserves in the Natural Area Fund of \$2,000,000, comprised of unspent and unencumbered appropriations from 2023.

G. The City Manager has recommended the appropriation described herein 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.

H. The appropriation described herein benefits the public health, safety, and welfare of the residents of Fort Collins and serves the public purpose of acquiring and conserving land consistent with the Natural Areas Master Plan.

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS that there is hereby appropriated from prior year reserves in the Natural Areas Fund the sum of TWO MILLION DOLLARS (\$2,000,000) to be expended in the Natural Areas Fund for land conservation to benefit the residents of the City, in accordance with the Natural Areas Master Plan.

Introduced, considered favorably on first reading on November 4, 2024, and approved on second reading for final passage on November 19, 2024.

Mayor

ATTEST:

City Clerk

Effective Date: November 29, 2024
Approving Attorney: Sara Arfmann

File Attachments for Item:

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

The purpose of this item is to consider an appropriation of \$3,180,000 to execute the potential land acquisition as defined in the approved Intergovernmental Agreement with Poudre School District and Poudre Libraries related to the construction of a new Southeast Community Center.

November 4, 2024

AGENDA ITEM SUMMARY

City Council



STAFF

Dean Klingner, Director, Community Services
LeAnn Williams, Director, Recreation

SUBJECT

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

EXECUTIVE SUMMARY

The purpose of this item is to consider an appropriation of \$3,180,000 to execute the potential land acquisition as defined in the approved Intergovernmental Agreement with Poudre School District and Poudre Libraries related to the construction of a new Southeast Community Center.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

An appropriation of \$3,180,000 needs to be approved to have the funds available to execute the potential land acquisition for the construction of the new Southeast Community Center (SECC). The City of Fort Collins (City) has an approved Intergovernmental Agreement (IGA) with the Poudre School District (PSD) and Poudre Libraries regarding the construction of the SECC, the land for which is currently owned by the PSD. In that IGA it states that the City and PSD will close on the Land by November 30, 2024. If PSD's ballot question on this November's ballot is approved by the voters, the land will be conveyed at no cost to the City. If the ballot measure is not approved, the City has agreed to put the agreed upon purchase price of the land into an escrow account. If this occurs, PSD has until January 31, 2025, to find an alternative funding source. As the election results will not be known until after this Council meeting on November 4, 2024, and the IGA requires funds be available November 30, 2024, staff is seeking this appropriation now to ensure that it can close on the land by November 30, 2024, if the measure is not approved.

If the PSD ballot measure is approved, the \$3,180,000 appropriation would remain with the City as part of the PSD capital contribution to the SECC project. The funds would be included in the 2025 Budgeting for Outcomes offer 46.10 (\$15,201,000) that is recommended within the City Manager's recommended budget.

If the PSD ballot measure is not approved, the \$3,180,000 appropriation would be placed in escrow per the IGA and utilized to purchase the land from PSD. Offer 46.10 would be reduced to \$12,021,000.

CITY FINANCIAL IMPACTS

If adopted, this Ordinance will appropriate \$3,180,000 in the Capital Projects Fund to be used for the potential land acquisition in compliance with the approved Intergovernmental Agreement with Poudre School District (PSD) and Poudre Libraries related to the construction of a new Southeast Community Center (SECC). PSD has brought a funding measure to voters on the November 5, 2024, ballot, based on the results of the election there are two outcomes:

- If the PSD ballot measure is approved, the \$3,180,000 appropriation would remain with the City of Fort Collins as part of the PSD capital contribution to the SECC project. The funds would be included in the \$15,201,000 2025 Budgeting for Outcomes offer 46.10 that is recommended within the City Manager's recommended budget.
- If the PSD ballot measure is not approved, the \$3,180,000 appropriation would be placed in escrow per the IGA and utilized to purchase the land from PSD. The 2025 Budgeting for Outcomes offer 46.10 that is a part of the City Managers recommended budget would be reduced by \$3,180,000.

Staff and Council should know by second reading, November 19, 2024, if the ballot measure has passed or not.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

1. Ordinance for Consideration

ORDINANCE NO. 159, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
MAKING A SUPPLEMENTAL APPROPRIATION AND
AUTHORIZING TRANSFER OF APPROPRIATION FOR THE
SOUTHEAST COMMUNITY CENTER LAND ACQUISITION IN
COMPLIANCE WITH APPROVED INTERGOVERNMENTAL
AGREEMENT BETWEEN THE CITY OF FORT COLLINS,
POUDRE SCHOOL DISTRICT AND POUDRE LIBRARIES

A. On December 19, 2023, the City Council adopted Resolution 2023-112, authorizing the Mayor to execute an intergovernmental agreement (“IGA”) with Poudre School District (“PSD”) and the Poudre River Public Library District. Among other things, the IGA governs the City’s acquisition of approximately ten acres of land for the construction of the Southeast Community Center (“SECC”) from PSD.

B. On April 14, 2024, the City Council adopted Resolution 2024-06, which approved a purchase and sale agreement (“PSA”) for the City’s purchase of PSD land for the construction of the SECC.

C. PSD has a measure on the November 2024 general election ballot that, if approved by the voters, will fund their part of this project, specifically their share of the aquatic facility.

D. The IGA says that if PSD’s measure is approved by the voters, PSD will convey the land at no cost to the City as consideration for part of PSD’s overall capital commitment of 15% towards the capital cost of designing and constructing the aquatic facility. PSD’s contribution is in exchange for the City building the aquatic facility and coordinating PSD’s shared use for its swim programs.

E. The IGA requires that, if the PSD measure is not approved, the City will put the amount of the appraised land value (\$3,180,000) in escrow to be released to PSD on January 31, 2025, unless PSD secures a new funding source for their share of the aquatic base costs. If PSD has not secured alternative funding, the City and PSD may engage in negotiations in the future regarding an aquatic facility at the SECC.

F. The PSA requires that the City and PSD close on the land no later than December 31, 2024, however the IGA states that the parties must close by November 30, 2024. Given this timeline, staff requests that Council approve an ordinance appropriating \$3,180,000 in the Capital Projects Fund with the intended use contingent on the outcome of the ballot measure.

G. The first reading of the City’s annual appropriation and 2025-26 budget ordinance is scheduled for November 4, 2024, and the recommended budget includes Budget Offer 46.10 in the amount of \$15,201,000 for the SECC. If the PSD ballot measure passes, the full appropriated amount will remain as currently budgeted in Budget Offer 46.10. If the PSD ballot measure does not pass, the amount of Budget Officer 46.10

(\$15,201,000) will be reduced by the amount of the appraised land value (\$3,180,000) to make funding available for the appropriation contemplated by this ordinance.

H. This appropriation benefits the public health, safety, and welfare of the residents of Fort Collins and serves the public purpose of providing a new community center to residents in south Fort Collins.

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

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

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

L. The City Manager has recommended the transfer of \$3,180,000 from the Community Capital Improvement Program Fund to the Capital Projects Fund and determined that the purpose for which the transferred funds are to be expended remains unchanged.

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

N. The City Council wishes to designate the appropriation herein for the Southeast Community Center land acquisition as an appropriation that shall not lapse until the completion of the project.

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

Section 1. There is hereby appropriated from new revenue or other funds in the Community Capital Improvement Program Fund the sum of THREE MILLION ONE HUNDRED EIGHTY THOUSAND DOLLARS (\$3,180,000) and is authorized for transfer to the Capital Projects Fund and appropriated therein to be expended for the Southeast Community Center land acquisition requirement as stated within the approved IGA.

Section 2. The appropriation herein for the Southeast Community Center land acquisition is hereby designated, as authorized in Article V, Section 11 of the City Charter, as an appropriation that shall not lapse at the end of this fiscal year but continue until the completion of the project.

Introduced, considered favorably on first reading on November 4, 2024, and approved on second reading for final passage on November 19, 2024.

Mayor

ATTEST:

City Clerk

Effective Date: November 29, 2024
Approving Attorney: Sara Arfmann

File Attachments for Item:

19. Items Relating to the Fort Collins Traffic Code Regarding Parking of Certain Vehicles.

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

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

The purpose of this item is to expand the scope of Fort Collins Traffic Code (FCTC) Section 1214 to allow for City-wide enforcement. Currently FCTC Section 1214 is only enforceable in certain designated residential zones. Additionally, this item will also ensure the language in FCTC Section 2002 is consistent across both sections.

November 4, 2024

AGENDA ITEM SUMMARY

City Council



STAFF

Bailie Stine, Fort Collins Police Services
 Sgt. Annie Hill, Fort Collins Police Services
 Eric Keselburg, Parking Services

SUBJECT

Items Relating to the Fort Collins Traffic Code Regarding Parking of Certain Vehicles.

EXECUTIVE SUMMARY

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

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

The purpose of this item is to expand the scope of Fort Collins Traffic Code (FCTC) Section 1214 to allow for City-wide enforcement. Currently FCTC Section 1214 is only enforceable in certain designated residential zones. Additionally, this item will also ensure the language in FCTC Section 2002 is consistent across both sections.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinances on First Reading.

BACKGROUND / DISCUSSION

Within the last 365 days, there have been approximately 700 calls-for-service involving campers or recreational vehicles parked within City limits. Many of the calls-for-service are for abandoned vehicles or other related municipal violations. These vehicles include but are not limited to, recreational vehicles (RVs), camper trailers, motor homes, or improvised versions of shelters built onto a vehicle. This includes calls-for-service both within and outside designated residential zones. The number of calls-for-service regarding this issue is a City-wide problem and not just relegated to the certain designated residential zones.

In April of 2023, the Homeless Outreach and Proactive Engagement (HOPE) team was established within Ft. Collins Police Services (FCPS). The HOPE team largely responds to police calls-for-service involving illegal camping or the illegal storage of vehicles on City streets. The vehicles being camped in or stored on City streets include, but are not limited to, standard motor vehicles, recreational vehicles (RVs), motor homes, camper trailers, or improvised versions of shelters built onto a vehicle. For the purposes of this discussion, the various vehicle types will be referred to as "vehicle(s)."

Citizens are notifying FCPS about these issues by calling the police department, contacting individual members of the HOPE team, or by completing an Access Ft. Collins complaint. The HOPE team then responds to the calls and addresses the issues within their legal justification.

Many of the calls-for-service that officers, including FCPS Community Service Officers, are being dispatched to are related to illegal camping or the illegal storage of vehicles on City streets, and do not only impact the designated residential zones as listed in FCTC Section 1214. These calls-for-service occur at public parks, parking lots open to the public, and City streets which are in areas zoned for non-residential use but have residences and businesses nearby. Common complaint locations include Colorado Welcome Center (3745 E. Prospect Rd.), Windsor Park and Ride (SW. Frontage Rd.), Harmony Park and Ride (4500 E. Harmony Rd.), the area near the Poudre River Whitewater Park (201 E. Vine St.), the area surrounding Conifer St., Blue Spruce Rd., and Red Cedar Cir., as well as new development sites around town.

Police officers, community service officers, and Ft. Collins Parking Services employees are finding that when a vehicle is parked in a non-residential zone and does not meet the definition of an abandoned vehicle as defined in FCTC Section 1801, their ability to take enforcement action is limited.

In addition to police calls-for-service and citizen concerns and complaints regarding the vehicles illegally camping or being illegally stored, these vehicles can also contribute to the threat of potential contamination to the storm water sewer system.

The City has a City-wide Municipal Separate Storm Sewer System (MS4) discharge permit issued by the Colorado Department of Public Health and Environment. The intent of the permit is to protect state waters by keeping pollutants out of the MS4, through which stormwater flows to creeks, lakes, and the Poudre River without treatment. One of the permit requirements is a program to prohibit the discharge of pollutants to the MS4, to ensure sources of pollutants are removed/cleaned up, and an enforcement mechanism and escalation process for repeated, intentional, and/or egregious violations.

The City, outside of campgrounds and proper RV / camper storage facilities, does not have a dumping station where vehicles with greywater and/or blackwater tanks can properly dispose of the waste. Legal dumping stations are commonly found at campgrounds, such as Fort Collins Lakeside KOA. For vehicles with these tanks, when not being properly disposed of, the contents of these tanks may leak onto the roadway. For those vehicles without blackwater or greywater tanks, individuals may resort to disposing of the bodily waste onto the street or ground. When vehicles are being illegally camped in or illegally stored on City streets, rather than in designated areas such as a storage facility, campground, or Safe Parking Lot, there is a threat of contamination to the MS4.

The City's Stormwater Environmental Regulatory team has had to respond to the following pollutants and MS4 issues related to vehicles illegally camping or being illegally stored, to include E. coli and other pathogens found in our rivers and creeks, nitrogen and phosphorus found in wastewater, automotive spills, trash, debris, and unknown waste left in streets that may result in harmful runoff and find its way to the MS4.

Along with the threat of contamination of MS4, having vehicles illegally stored or engaged in illegal camping also impacts the City's ability to maintain City streets. More specifically, these vehicles impact the ability for street sweepers or snowplows to perform their duties.

Vehicles parked throughout the City do not have appropriate amenities that a designated campground would have, such as electrical hookups, running water, or waste dumping stations. Another concern raised by officers, City employees, residences, and nearby businesses is the threat of fire and injury from the use of propane tanks, which are commonly used for cooking or providing heat. At least one of the calls-for-service has involved the explosion of such a propane tank in which the individuals were illegally camping in their vehicle. The risks extend to nearby businesses or residences when these fires occur.

In addition to the life and safety issues related to individuals engaged in illegal camping or the illegal storage of their vehicles, there is also an impact to neighborhood aesthetics and safe public conveyance when vehicles are stored on the street. One such impact is to multimodal users (bicyclists, pedestrians, etc.). Since there are only a handful of designated residential zones which specify a reasonable time to load/unload in the existing restrictions, vehicles which are being stored outside of those zones can impede bicycle lanes or sidewalks, potentially causing the multimodal user to enter the street and risk their safety.

Individuals illegally camping or illegally storing their vehicles on City streets, roadways, parking lots open to the public, rights-of-way, or public property affects more than the designated residential zones. It affects the entire City. The City must utilize every tool available to improve and protect the health, safety, and wellbeing of the community. Therefore, staff recommends the adoption of the amendment to expand the scope of FCTC Section 1214 to be applied City-wide and not only in certain designated residential zones. Staff also recommends the adoption of the amendments to the definition sections found in FCTC Section 2002.

CITY FINANCIAL IMPACTS

None.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

If enacted, an educational period of approximately 30 days will follow the adoption of the Ordinance. This will include social media posts educating the public about the change in the Code as well as officers educating the public as it applies in their contacts. Enforcement action will not take effect until after the education period is complete.

ATTACHMENTS

1. Ordinance A for Consideration
2. Ordinance B for Consideration

ORDINANCE NO. 160, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING FORT COLLINS TRAFFIC CODE SECTION 1214
REGARDING PARKING OF CERTAIN VEHICLES

A. In April of 2023, the Homeless Outreach and Proactive Engagement (“HOPE”) team was established within Fort Collins Police Services (“FCPS”). Many of the HOPE team’s calls-for-service involve illegal camping or the illegal parking or storage of vehicles on City streets.

B. Within the last 365 days, there have been approximately 700 calls-for-service involving campers or recreational vehicles parked within City limits. These vehicles include but are not limited to, recreational vehicles (“RVs”), camper trailers, motor homes, or improvised versions of shelters built onto a vehicle.

C. Currently, the Fort Collins Traffic Code (“FCTC”), Section 1214-Parking certain vehicles in a residential zone prohibited, prohibits the parking of such vehicles in specific designated areas, but only in residential zones. The number of calls-for-service regarding this issue is a City-wide problem and not just relegated to certain designated residential zones.

D. These calls-for-service occur at public parks, parking lots open to the public, and City streets which are in areas zoned for non-residential use but have residences and businesses nearby. Some of the common complaint locations include the Colorado Welcome Center (3745 E. Prospect Rd.), Windsor Park and Ride (SW. Frontage Rd.), Harmony Park and Ride (4500 E. Harmony Rd.), the area near the Poudre River Whitewater Park (201 E. Vine St.), the area surrounding Conifer St., Blue Spruce Rd., and Red Cedar Cir., as well as new development sites around town.

E. Police Officers, Community Service Officers, and Fort Collins Parking Services employees are finding that when a vehicle is parked in a non-residential zone and does not meet the definition of an abandoned vehicle as defined in FCTC Section 1801, their ability to take enforcement action is limited.

F. In addition to police calls-for-service and citizen concerns and complaints regarding the vehicles being illegally stored or in which individuals are illegally camping, these vehicles can also contribute to the threat of potential contamination to the storm water sewer system.

G. The City has a City-wide Municipal Separate Storm Sewer System (MS4) discharge permit issued by the Colorado Department of Public Health and Environment. The intent of the permit is to protect state waters by keeping pollutants out of the MS4, through which stormwater flows to creeks, lakes, and the Poudre River without treatment. One of the permit requirements is a program to prohibit the discharge of pollutants to the MS4, to ensure sources of pollutants are removed/cleaned up, and an enforcement mechanism and escalation process for repeated, intentional, and/or egregious violations.

H. The City, outside of campgrounds and proper RV or camper storage facilities, does not have a dumping station where vehicles with greywater and/or blackwater tanks can properly dispose of the waste. Officers have observed during some calls-for-service, vehicles with these tanks leaking onto the roadway. In other calls-for-service, Officers have learned of individuals in vehicles without blackwater or greywater tanks resorting to disposing of the bodily waste onto the street or ground.

I. The City's Stormwater Environmental Regulatory team has had to respond to various pollutants and MS4 issues related to vehicles illegally camping or being illegally stored, to include E. coli and other pathogens found in our rivers and creeks, nitrogen and phosphorus found in wastewater, automotive spills, trash, debris, and unknown waste left in streets that may result in harmful runoff and find its way to the MS4.

J. Because vehicles parked throughout the City do not have appropriate amenities that a designated campground would have, such as electrical hookups, running water, or waste dumping stations, there is concern of the threat of fire and injury from the use of propane tanks. At least one of the calls-for-service involved the explosion of such a propane tank used by individuals illegally storing their vehicle. The risks extend to nearby businesses or residences when such mishaps occur.

K. In addition to the public health and safety issues related to individuals who illegally camp in or store their vehicles, there is also an impact to neighborhood aesthetics and safe public conveyance when vehicles are stored on City streets. One such impact is to multimodal users (bicyclists, pedestrians, etc.). Since there are only a handful of designated residential zones which specify a reasonable time to load/unload in the existing restrictions, vehicles which are being stored outside of those zones can impede bicycle lanes or sidewalks, potentially causing the multimodal user to enter the street and risk their safety.

L. The parking of such vehicles on City streets, roadways, parking lots open to the public, rights-of-way, or public property affects more than the designated residential zones. It affects the entire City. The City must utilize every tool available to improve and protect the health, safety, and wellbeing of the community.

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS that Section 1214 of the Fort Collins Traffic Code is hereby amended to read as follows:

1214. Parking certain vehicles in a residential zone prohibited.

~~(1) No motor vehicle exceeding twenty (20) feet in length, or any trailer coach, recreational vehicle, mobile home, trailer, semi-trailer or truck tractor, or part of such vehicle, shall be parked or stored upon the street adjacent to any lot zoned~~

~~Urban Estate District (U-E); Residential Foothills District (R-F); Low Density Residential District (R-L); Low Density Mixed-Use Neighborhood District (L-M-N); Medium Density Mixed-Use Neighborhood District (M-M-N); Neighborhood Conservation Low Density District (N-C-L); Neighborhood Conservation Medium Density District (N-C-M); Neighborhood Conservation Buffer District (N-C-B); or High Density Mixed-Use Neighborhood District (H-M-N), except:~~

~~(a) Commercial vehicles, when such vehicles are being expeditiously loaded or unloaded, or equipment on such vehicles is being used to perform the special operations for which it was designed, including, but not limited to, the construction, operation, removal or repair of utility or public utility property or facilities or public streets and rights-of-way; and~~

~~(b) Motor coaches, trailer coaches, mobile homes, recreational vehicles or trailers when parked for less than a forty-eight-hour period for the purposes of loading and unloading.~~

(1) It shall be unlawful for any person to park any of the following vehicles on public property, including any portion of a street, alley, highway, or other right-of-way within the City:

(a) Any motor vehicle exceeding six thousand (6,000) pounds empty weight,

(b) Any motor vehicle exceeding twenty (20) feet in length,

(c) Any motor coach, trailer coach, recreational vehicle, trailer, semi-trailer, or truck tractor, or any part of such vehicle,

(d) Any combination of a trailer and motor vehicle exceeding twenty (20) feet in length or eight feet in width.

(e) For the purposes of this section, the measured length of any vehicle shall exclude towing gear, bumpers, and attached cargo racks or similar items.

(2) Section (1) shall not apply to the following:

(a) Commercial vehicles, vessels or trailers, when such vehicles, vessels or trailers are being expeditiously loaded or unloaded, or when equipment transported by such vehicles, vessels or trailers is presently being used to perform the special operations for which it was designed, including, but not limited to, the construction, operation, removal, or repair of utility or public utility property or facilities or public streets and rights-of-way; and

(b) Motor coaches, trailer coaches, recreational vehicles or trailers when parked directly in front of the frontage of the single-family or multi-

family dwelling of the vehicle's registered owner, not to exceed a period of 48 hours when being loaded or unloaded.

(c) Once a vehicle, vessel or trailer has been loaded or unloaded, any such vehicles, vessels or trailers, and associated equipment used in the loading or unloading, must comply with Section (1).

(2)(3) No person shall park or store any vehicle exceeding twenty (20) feet in length, or any motor or trailer coach, mobile home, semi-trailer, truck tractor, recreational vehicle or trailer anywhere in the City in such a manner as to obstruct or interfere with pedestrian or vehicle traffic or the view of any intersection or official traffic control device.

~~(3) For purposes of this Section, the term *motor coach* when used in this Section is defined as any wheeled motor vehicle which is a single self-contained unit, with motive powers, which is designated and generally used for occupancy by persons for temporary or permanent living or sleeping purposes. The terms *recreational vehicle* and *trailer* are as defined in Section 20-104 of the City Code.~~

(4) It shall not be a defense to this section that the vehicle, trailer, or vessel has been moved to a different location within the public right-of-way. To be in compliance with this section, the vehicle, trailer, or vessel must be removed from the public right-of-way.

Introduced, considered favorably on first reading on November 4, 2024, and approved on second reading for final passage on November 19, 2024.

Mayor

ATTEST:

City Clerk

Effective Date: November 29, 2024
Approving Attorney: Ethan Doak

ORDINANCE NO. 161, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING FORT COLLINS TRAFFIC CODE SECTION 2002
REGARDING DEFINITIONS

A. At the time of the adoption of the Traffic Code, it was the understanding of staff and the City Council that the Fort Collins Traffic Code would likely be subject to future amendments for purposes of clarification and corrections to ensure consistency with other sections of the Fort Collins City Code.

B. To allow for better enforcement of various sections of the Traffic Code, staff has requested the addition of certain definitions, currently absent from Traffic Code Section 2002.

C. The modification of other terms currently defined in Traffic Code Section 2002 will ensure consistency with the definitions section relating to parking nuisances found in Fort Collins City Code Section 20-104.

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS that Section 2002 of the Fort Collins Traffic Code is hereby amended to read as follows:

2002. Definitions.

As used in this Traffic Code, unless the context otherwise requires:

...

(1.5) *Attended.* To be watched over, be taken care of, be tended to or to be fixed by or supervised by the owner or owner’s designee. The factors that Officers may consider when determining whether a vehicle is being attended include, but are not limited to:

(a) whether the owner or designee is present, however, mere presence alone does not constitute being attended; or

(b) whether the vehicle is displaying license plates showing current registration month and year; or

(c) whether the registered owner or designee is present at the vehicle; or

(d) whether the vehicle has been reported to have been or observed to have remained in the same location for a period of at least forty-eight (48) hours; or

- (e) whether the vehicle registers to the area where an Officer can reasonably believe the owner would be aware of and could respond to damage, theft, or placement of tow tag notice.

...

(12.5) *Expeditious Loading and Unloading.* Being physically engaged in the labor of loading and unloading, without unnecessary delay, any vehicle, vessel, or trailer to or from an apartment, house, condominium, town house, business, or other vehicle, and doing so in the period of time in which a reasonable person would complete the task.

...

(17) *Motor vehicle.* Any self-propelled vehicle which is designed primarily for the transportation of persons and/or property over public roads and commonly used for such purposes, but does not include motorized bicycles, wheelchairs or vehicles moved solely by human power. For purposes of the offenses described in sections 1401 and 1402 of the Fort Collins Traffic Code, motor vehicle includes a farm tractor or an off-highway vehicle that is not otherwise classified as a motor vehicle. ~~Any self-propelled vehicle that is designed primarily for travel on the public highways and that is generally and commonly used to transport persons and property over the public highways or a low-speed electric vehicle; except that the term does not include electrical assisted bicycles, electric scooter, low power scooters, wheelchairs or vehicles moved solely by human power. For purposes of the offense described in section 1401 of this Traffic Code, motor vehicle includes a farm tractor or an off-highway vehicle that is not otherwise classified as a motor vehicle.~~

...

(25.5) *Recreational Vehicle.* A self-propelled vehicle, which is used, designed to be used or modified to be used for recreation, camping, travel or seasonal activities, including but not limited to motor homes, truck campers, busses, all-terrain vehicles, snowmobiles, boats or other watercraft.

...

(42) *Trailer.* Any type of wheeled vehicle that is pulled, or designed or modified to be pulled, by a motor vehicle, including but not limited to travel trailers, fifth wheels, camping trailers, tent trailers, horse trailers, boat trailers, utility trailers and semi-trailers. *Trailer* shall also include camper shells and truck toppers and other like items designed to be attached to a wheeled vehicle for recreational, camping, travel or seasonal activity purposes. ~~*Trailer.* Any wheeled vehicle, without motive power, having an empty weight of more than two thousand (2,000) pounds, which is designed to be drawn by a~~

~~motor vehicle and to carry its cargo load wholly upon its own structure and which is generally and commonly used to carry and transport property over the public highways.~~

...

Introduced, considered favorably on first reading on November 4, 2024, and approved on second reading for final passage on November 19, 2024.

Mayor

ATTEST:

City Clerk

Effective Date: November 29, 2024
Approving Attorney: Ethan Doak

File Attachments for Item:

20. First Reading of Ordinance No. 162, 2024, Adopting the 2025 Classified Employee Pay Plan.

The purpose of this item is to recommend the 2025 City Classified Employee Pay Plan. Classified jobs are grouped according to job functions, a business practice commonly used by both the public and private sectors. Pay ranges are developed by career group (management, professional, administrative, operations and trades) and level for each job function. The result of this work is a City Classified Employee Pay Plan which sets the minimum, midpoint, and maximum pay ranges for the level within each career group and function. Actual employee pay increases are awarded through a separate administrative process in accordance with the budgeted amount approved by Council.

November 4, 2024

AGENDA ITEM SUMMARY

City Council



STAFF

Teresa Roche, Human Resources Executive
Kelley Vodden, Compensation, Benefits, and Wellness Director
Aaron Guin, Legal

SUBJECT

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

EXECUTIVE SUMMARY

The purpose of this item is to recommend the 2025 City Classified Employee Pay Plan. Classified jobs are grouped according to job functions, a business practice commonly used by both the public and private sectors. Pay ranges are developed by career group (management, professional, administrative, operations and trades) and level for each job function. The result of this work is a City Classified Employee Pay Plan which sets the minimum, midpoint, and maximum pay ranges for the level within each career group and function. Actual employee pay increases are awarded through a separate administrative process in accordance with the budgeted amount approved by Council.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

OPEN PAY RANGES

The City utilizes a common compensation methodology to assess jobs, combine them into job functions and establish pay range structures. The result of this work sets the minimum, midpoint, and maximum pay ranges for the levels within each career group and function.

Pay ranges are reviewed annually as part of a comprehensive market pricing analysis. Pay ranges are grouped and driven by job functions that are based upon the findings of a recruiting analysis conducted to determine where positions are typically sourced. Pay range midpoints are determined by looking at aggregate market data for positions or groups of positions and rolled up to a median of the market for functional groupings, with high and low outliers removed.

Jobs for which there is no external benchmark are evaluated and placed in the Pay Plan using a job evaluation system that is calibrated against benchmark jobs.

Individual salary placement in a pay range is based on an employee's knowledge, skills, abilities, performance, and experience, paired with internal equity considerations and budget availability to ensure horizontal alignment across the City.

Market Data Sources

- Employers Council - Colorado Benchmark Compensation Survey
- Employers Council - Public Employers Compensation Survey
- Willis Towers Watson - General Industry Compensation Survey
- Payfactors – Peer Global Network Survey

Recommended Open Pay Range Structure Adjustments

As a result of the market analysis, HR Compensation staff recommends a 2.5% increase for all open pay ranges, excluding Legal Services & Executive Tables. Actual employee salary increases are determined administratively within the Council-adopted employee pay increase budget.

STEP PLAN

The City has 14 jobs that are part of the Step Plan pay structure. Step level jobs are designed to compensate employees whose jobs require mastery in a range of skills that are complex and/or technical in nature or also require attainment of predefined licenses and/or certifications. Pay progression is directly linked to skills and certification acquisition. Employees in Step Plan jobs may receive labor market adjustments as determined by the annual market analysis.

Market Data Sources

- Employers Council - Colorado Benchmark Compensation Survey
- Employers Council - Public Employers Compensation Survey
- Employers Council - Rural Electric Association Survey
- Payfactors – Peer Global Network Survey

Recommended Step Plan Adjustments

As a result of the market analysis, HR Compensation staff recommends changes to Step Plan jobs, varying from 3.5% to 4.5% increases. Employees in Step Plan jobs will receive a market adjustment consistent with the analysis.

COLLECTIVE BARGAINING UNIT

Police collective bargaining unit (CBU) positions are included in the Pay Plan to establish pay for such positions until market data is collected and pay is established according to the Council-approved collective bargaining agreement. The pay plan for classified positions not in the CBU is taken to Council for consideration and adoption by ordinance in November and before the new payroll year. Terms of the collective bargaining agreement between the City and the police employee organization call for market data to be collected close to the end of the calendar year, so there is a delay in gathering market data for the CBU positions. This results in City staff bringing an amended Pay Plan back to Council for consideration early in the first quarter of the year.

CITY FINANCIAL IMPACTS

The estimated net cost for the adjustments to the Step Plan jobs is approximately \$3,195 less than what was included within the 2025 operating budgets approved by Council.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

1. Ordinance for Consideration
2. Ordinance Exhibit A

ORDINANCE NO. 162, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
ADOPTING THE 2025 CLASSIFIED EMPLOYEE PAY PLAN

A. Section 2-566 of the City Code requires that the pay plan for all classified employees of the City shall be established by ordinance of the City Council.

B. The City is committed to compensating employees in a manner that is fair, competitive and understandable.

C. The annual market analysis conducted by the Human Resources Department includes public and private employer salary survey information, including Colorado public employers and national general industry compensation, providing clear benchmark information for approximately 473 benchmark positions.

D. The 2025 City of Fort Collins Classified Employee Pay Plan (the "Pay Plan") recommended by the City Manager is consistent with City Council objectives and the Council-approved budget for 2025.

E. The City Council believes that the adoption of the recommended Pay Plan is in the best interests of the City.

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

Section 1. The City Council hereby adopts the Pay Plan, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference.

Section 2. The Pay Plan shall be effective as of January 6, 2025, the first pay period of 2025.

Section 3. The City Manager shall fix the compensation levels of all classified employees within the pay levels established in the Pay Plan except to the extent that the City Manager determines, due to performance or other extraordinary circumstances, that the pay level of a particular employee should remain below the minimum or be fixed above the maximum for that employee's job title.

Section 4. The City Manager shall fix the salary for newly created positions or positions that are modified due to changes in job duties within the approved pay structure based on results of an objective job analysis.

Introduced, considered favorably on first reading on November 4, 2024, and approved on second reading for final passage on November 19, 2024.

Mayor

ATTEST:

City Clerk

Effective Date: November 29, 2024
Approving Attorney: Aaron Guin



**City of Fort Collins
Pay Plan Index**

Item 20.

<u>Job Title</u>	<u>Job Type</u>	<u>Level</u>	<u>Job Function</u>	<u>Job Family</u>	<u>Job Sub Family</u>	<u>Table</u>
Accountant II	P049	P2	FINANCE & ACCOUNTING	ACCOUNTING	ACCOUNTING	4
Administrator I, Systems	P003	P1	TECHNOLOGY	SYSTEMS	SYSTEMS ADMINISTRATION	3
Analyst I, Apps Software	P005	P1	TECHNOLOGY	APPLICATIONS SOFTWARE	APPLICATIONS SOFTWARE	3
Analyst I, Benefits	P016	P1	HUMAN RESOURCES	BENEFITS	BENEFITS	4
Analyst I, Bus Sys & Elections	P179	P1	ADMINISTRATION	MUNICIPAL ADMINISTRATION	CITY CLERK	4
Analyst I, Data	P122	P1	TECHNOLOGY	DATA SCIENCE	DATA ANALYSIS	3
Analyst I, Finance	P020	P1	FINANCE & ACCOUNTING	FINANCIAL PLANNING & ANALYSIS	FINANCIAL PLANNING & ANALYSIS	4
Analyst I, GIS	P002	P1	TECHNOLOGY	GIS	GIS	3
Analyst I, Grant Administrator	P170	P1	FINANCE & ACCOUNTING	FINANCIAL PLANNING & ANALYSIS	FINANCIAL PLANNING & ANALYSIS	4
Analyst II, Apps Software	P028	P2	TECHNOLOGY	APPLICATIONS SOFTWARE	APPLICATIONS SOFTWARE	3
Analyst II, Apps Software Dev	P123	P2	TECHNOLOGY	APPLICATIONS SOFTWARE	APPS SOFTWARE DEVELOPMENT	3
Analyst II, Benefits	P124	P2	HUMAN RESOURCES	BENEFITS	BENEFITS	4
Analyst II, Budget	P136	P2	FINANCE & ACCOUNTING	BUDGET	BUDGET	4
Analyst II, Bus Intelligence	P133	P2	TECHNOLOGY	DATA SCIENCE	BUSINESS INTELLIGENCE	3
Analyst II, Finance	P050	P2	FINANCE & ACCOUNTING	FINANCIAL PLANNING & ANALYSIS	FINANCIAL PLANNING & ANALYSIS	4
Analyst II, GIS	P031	P2	TECHNOLOGY	GIS	GIS	3
Analyst II, HRIS	P183	P2	HUMAN RESOURCES	HRIS	HRIS	4
Analyst, Data-Housing & Equity	P205	P2	SUSTAINABILITY	SOCIAL SUSTAINABILITY	SOCIAL SUSTAINABILITY	1
Architect, IT Security	P101	P4	TECHNOLOGY	INFORMATION SECURITY	INFORMATION SECURITY	3
Architect, Landscape	P032	P2	PLANNING	PARK PLANNING	LANDSCAPE	1
Architect, Portfolio Mgmt	P145	P4	TECHNOLOGY	TECHNOLOGY	PORTFOLIO MANAGEMENT	3
Architect, Technology	P109	P4	TECHNOLOGY	DATA SCIENCE	DATA SCIENCE	3
Assistant City Clerk	C129	A5	ADMINISTRATION	MUNICIPAL ADMINISTRATION	CITY CLERK	4
Assoc Elec Project Engineer	P210	P1	SCIENCES & ENGINEERING	ENGINEERING	ELECTRICAL ENGINEERING	3
Asst Superintendent, Parks	O019	O6	CULTURE, PARKS & RECREATION	OUTDOOR SERVICES	PARKS	1
Auditor II, Sales Tax & Revenue	P060	P2	FINANCE & ACCOUNTING	REVENUE	SALES TAX AUDIT & REVENUE	4
Building Inspector	OS14	OS5	DEVELOPMENT & COMPLIANCE	BUILDING & DEVELOPMENT REVIEW	BUILDING & DEVELOPMENT REVIEW	1S
Business Support I	A002	A2	ADMINISTRATION	ADMINISTRATION	ADMINISTRATION	4
Business Support II	A008	A3	ADMINISTRATION	ADMINISTRATION	ADMINISTRATION	4
Business Support III	A020	A4	ADMINISTRATION	ADMINISTRATION	ADMINISTRATION	4
Buyer II	P043	P2	FINANCE & ACCOUNTING	PURCHASING	PURCHASING	4
Chemist	P008	P1	SCIENCES & ENGINEERING	SCIENCES	CHEMISTRY	3
Chief Building Official	M042	M2	DEVELOPMENT & COMPLIANCE	BUILDING & DEVELOPMENT REVIEW	BUILDING & DEVELOPMENT REVIEW	1
City Clerk	M072	M3	ADMINISTRATION	MUNICIPAL ADMINISTRATION	CITY CLERK	4
City Engineer	M079	M3	SCIENCES & ENGINEERING	ENGINEERING	CIVIL ENGINEERING	3
City Traffic Engineer	M064	M3	SCIENCES & ENGINEERING	ENGINEERING	TRAFFIC ENGINEERING	3
Civil Engineer I	P009	P1	SCIENCES & ENGINEERING	ENGINEERING	CIVIL ENGINEERING	3
Civil Engineer II	P037	P2	SCIENCES & ENGINEERING	ENGINEERING	CIVIL ENGINEERING	3
Civil Engineer III	P078	P3	SCIENCES & ENGINEERING	ENGINEERING	CIVIL ENGINEERING	3
Comm & Pub Relations Manager	P202	P4	MARKETING & CREATIVE SERVICES	COMMUNICATIONS	COMMUNICATIONS	4
Community Service Officer	O044	O4	PROTECTIVE SERVICES	COLLECTIVE BARGAINING UNIT	COMMUNITY SERVICES OPERATIONS	5B
Coordinator, Accounts Payable	A015	A4	FINANCE & ACCOUNTING	ACCOUNTING	ACCOUNTS PAYABLE	4
Coordinator, Active Modes	A093	A4	PLANNING	TRANSPORTATION PLANNING	ACTIVE MODES	1
Coordinator, Benefits	A102	A4	HUMAN RESOURCES	BENEFITS	BENEFITS	4
Coordinator, Bldg & Dev Review	A071	A4	DEVELOPMENT & COMPLIANCE	BUILDING & DEVELOPMENT REVIEW	BUILDING & DEVELOPMENT REVIEW	1
Coordinator, Communications	A028	A4	MARKETING & CREATIVE SERVICES	COMMUNICATIONS	COMMUNICATIONS	4
Coordinator, Cultural Services	A031	A4	CULTURE, PARKS & RECREATION	CULTURAL SERVICES	CULTURAL SERVICES	1
Coordinator, Customer Support	A074	A4	CUSTOMER SERVICE	CUSTOMER SERVICE	CUSTOMER SUPPORT	4
Coordinator, Environ Sustain	C031	A4	ADMINISTRATION	ENVIRONMENTAL SUSTAINABILITY	ENVIRONMENTAL SUSTAINABILITY	1



**City of Fort Collins
Pay Plan Index**

Item 20.

Coordinator, Finance	A022	A4	FINANCE & ACCOUNTING	FINANCIAL PLANNING & ANALYSIS	FINANCIAL PLANNING & ANALYSIS	4
Coordinator, Payroll	A018	A4	FINANCE & ACCOUNTING	ACCOUNTING	PAYROLL	4
Coordinator, Project Mgmt	C007	A4	ADMINISTRATION	PROJECT MANAGEMENT	PROJECT MANAGEMENT	4
Coordinator, Theatre Prod	A096	A4	CULTURE, PARKS & RECREATION	CULTURAL SERVICES	CULTURAL SERVICES	1
Coordinator, Youth Education	A103	A4	CULTURE, PARKS & RECREATION	CULTURAL SERVICES	CULTURAL SERVICES	1
Coordinator, Talent Acquisition	C127	A4	HUMAN RESOURCES	TALENT MANAGEMENT	TALENT ACQUISITION	4
Crew Chief, Electric Dist	S013	S1	OPERATIONS	ELECTRIC UTILITIES	ELECTRIC DIST - HIGH VOLTAGE	2
Crew Chief, Facilities	S006	S1	OPERATIONS	FACILITIES & FLEET	FACILITIES	2
Crew Chief, Forestry	S012	S1	CULTURE, PARKS & RECREATION	OUTDOOR SERVICES	FORESTRY	1
Crew Chief, Parks	S010	S1	CULTURE, PARKS & RECREATION	OUTDOOR SERVICES	PARKS	1
Crew Chief, Parks Facilities	S074	S1	CULTURE, PARKS & RECREATION	OUTDOOR SERVICES	PARKS	1
Crew Chief, Transportation Ops	S052	S1	OPERATIONS	TRANSPORTATION	TRANSPORTATION OPERATIONS	2
Crew Chief, Water Field Ops	S053	S1	OPERATIONS	WATER UTILITIES	WATER FIELD OPERATIONS	2
Crime Analyst	A090	A6	PROTECTIVE SERVICES	PROCESSING SUPPORT	INFORMATION SERVICES	5
Criminalist	A069	A6	PROTECTIVE SERVICES	INVESTIGATION	INVESTIGATION	5
Criminalist, Serology	A105	A6	PROTECTIVE SERVICES	INVESTIGATION	INVESTIGATION	5
Cult Svcs Comm Prog Mgr	C124	P2	CULTURE, PARKS & RECREATION	CULTURAL SERVICES	CULTURAL SERVICES	1
Curator	P014	P1	CULTURE, PARKS & RECREATION	CULTURAL SERVICES	CULTURAL SERVICES	1
Data Analyst, Enviro Sustain	P214	P2	TECHNOLOGY	DATA SCIENCE	DATA ANALYSIS	3
Deputy City Clerk	A060	A5	ADMINISTRATION	MUNICIPAL ADMINISTRATION	CITY CLERK	4
Deputy Court Administrator	S002	S1	LEGAL	JUDICIAL	ADMINISTRATION	4
Deputy Court Clerk I	A005	A3	LEGAL	JUDICIAL	CUSTOMER SERVICE	4
Deputy Court Clerk II	A013	A4	LEGAL	JUDICIAL	CUSTOMER SERVICE	4
Dir, Economic Sustainability	M081	M3	SUSTAINABILITY	ECONOMIC SUSTAINABILITY	ECONOMIC SUSTAINABILITY	1
Dir, Electric Distribution	M073	M3	OPERATIONS	ELECTRIC UTILITIES	ELECTRIC DIST - HIGH VOLTAGE	2
Dir, Environ Sustainability	M069	M3	SUSTAINABILITY	ENVIRONMENTAL SUSTAINABILITY	ENVIRONMENTAL SUSTAINABILITY	1
Dir, Social Sustainability	M066	M3	SUSTAINABILITY	SOCIAL SUSTAINABILITY	SOCIAL SUSTAINABILITY	1
Dir, Transportation Operations	M074	M3	OPERATIONS	TRANSPORTATION	TRANSPORTATION OPERATIONS	2
Director, Accounting	M082	M3	FINANCE & ACCOUNTING	ACCOUNTING	ACCOUNTING	4
Director, Budget	M067	M3	FINANCE & ACCOUNTING	BUDGET	BUDGET	4
Director, City Give	C117	P3	CUSTOMER SERVICE	OUTREACH	PUBLIC ENGAGEMENT	4
Director, Civil Engineering	M089	M3	SCIENCES & ENGINEERING	ENGINEERING	CIVIL ENGINEERING	3
Director, Communications	M065	M3	MARKETING & CREATIVE SERVICES	COMMUNICATIONS	COMMUNICATIONS	4
Director, Cultural Services	M075	M3	CULTURE, PARKS & RECREATION	CULTURAL SERVICES	CULTURAL SERVICES	1
Director, Elec Engineering	M114	M3	SCIENCES & ENGINEERING	ENGINEERING	ELECTRICAL ENGINEERING	3
Director, Facilities & Fleet	M083	M3	OPERATIONS	FACILITIES & FLEET	FACILITIES & FLEET	2
Director, FP&A	M078	M3	FINANCE & ACCOUNTING	FINANCIAL PLANNING & ANALYSIS	FINANCIAL PLANNING & ANALYSIS	4
Director, Human Resources	M088	M3	HUMAN RESOURCES	TALENT MANAGEMENT	HUMAN RESOURCES	4
Director, Information Services	M040	M3	PROTECTIVE SERVICES	PROCESSING SUPPORT	INFORMATION SERVICES	5
Director, Natural Areas	M127	M3	CULTURE, PARKS & RECREATION	OUTDOOR SERVICES	NATURAL AREAS	1
Director, Parks	M071	M3	CULTURE, PARKS & RECREATION	OUTDOOR SERVICES	PARKS	1
Director, Plant Operations	M139	M3	OPERATIONS	PLANT OPERATIONS	PLANT OPERATIONS	2
Director, Purchasing	M077	M3	FINANCE & ACCOUNTING	PURCHASING	PURCHASING	4
Director, Recreation	M070	M3	CULTURE, PARKS & RECREATION	RECREATION	RECREATION	1
Director, Sciences	M085	M3	SCIENCES & ENGINEERING	SCIENCES	SCIENCES	3
Director, Tech Grid Ops & Engr	M159	M3	SCIENCES & ENGINEERING	ENGINEERING	ELECTRICAL ENGINEERING	3
Director, Total Compensation	M123	M3	HUMAN RESOURCES	COMPENSATION/BENEFITS/WELLNESS	TOTAL COMPENSATION	4
Director, Transit	M076	M3	OPERATIONS	TRANSPORTATION	TRANSIT	2
Director, Water Field Ops	M108	M3	OPERATIONS	WATER UTILITIES	WATER FIELD OPERATIONS	2
Early Childhood Teacher	A106	A4	CULTURE, PARKS & RECREATION	RECREATION	RECREATION	1



**City of Fort Collins
Pay Plan Index**

Item 20.

Elec Engr III OT & Protect Sys	P198	P3	SCIENCES & ENGINEERING	ENGINEERING	ELECTRICAL ENGINEERING	3
Elec Engr III, Automation	P200	P3	SCIENCES & ENGINEERING	ENGINEERING	ELECTRICAL ENGINEERING	3
Electric Lineworker	OS12	OS4	OPERATIONS	ELECTRIC UTILITIES	ELECTRIC DIST - HIGH VOLTAGE	2S
Electric Meter System Tech	OS18	OS4	OPERATIONS	ELECTRIC UTILITIES	ELECTRIC DIST - LOW VOLTAGE	2S
Electric Project Engineer	P209	P2	SCIENCES & ENGINEERING	ENGINEERING	ELECTRICAL ENGINEERING	3
Electric Systems Operator	OS05	OS3	OPERATIONS	ELECTRIC UTILITIES	ELECTRIC DIST - FIELD OPS	2S
Electrical Engineer II	P143	P2	SCIENCES & ENGINEERING	ENGINEERING	ELECTRICAL ENGINEERING	3
Electrical Engineer III	P077	P3	SCIENCES & ENGINEERING	ENGINEERING	ELECTRICAL ENGINEERING	3
Electrician	O100	O6	OPERATIONS	FACILITIES & FLEET	ELECTRICIAN	2
Emergency Commun Dispatcher	O043	O4	PROTECTIVE SERVICES	COLLECTIVE BARGAINING UNIT	COMMUNICATIONS	5A
Engineer I, Network	P004	P1	TECHNOLOGY	NETWORK	NETWORK ENGINEERING	3
Engineer II, Fiber	P138	P2	TECHNOLOGY	FIBER	FIBER	3
Engineer II, Network	P029	P2	TECHNOLOGY	NETWORK	NETWORK ENGINEERING	3
Engineer II, Systems	P030	P2	TECHNOLOGY	SYSTEMS	SYSTEMS ENGINEERING	3
Exec Assistant To The City Mgr	P001	P1	ADMINISTRATION	ADMINISTRATION	ADMINISTRATION	4
Executive Admin Assistant	A043	A5	ADMINISTRATION	ADMINISTRATION	ADMINISTRATION	4
Executive Assist, City Council	P160	P1	FINANCE & ACCOUNTING	ADMINISTRATION	ADMINISTRATION	4
Field Sales Consultant	C040	P1	MARKETING & CREATIVE SERVICES	SALES	SALES	4
Field Services Lead	C044	P3	ADMINISTRATION	PROJECT MANAGEMENT	PROJECT MANAGEMENT	4
Fleet Maintenance Technician	OS19	OS4	OPERATIONS	FACILITIES & FLEET	FLEET	2S
Halligan Project Manager	P173	P4	SCIENCES & ENGINEERING	ENGINEERING	CIVIL ENGINEERING	3
HR Comm & Project Manager	P185	P2	ADMINISTRATION	PROJECT MANAGEMENT	PROJECT MANAGEMENT	4
Inspector, Code Compliance	O023	O3	DEVELOPMENT & COMPLIANCE	COMPLIANCE	CODE COMPLIANCE	1
Investigative Aide	A061	A5	PROTECTIVE SERVICES	INVESTIGATION	INVESTIGATION	5
Lab Assistant	O001	O1	SCIENCES & ENGINEERING	SCIENCES	SCIENCES	3
Lead Analyst, Utility Rate	P102	P4	FINANCE & ACCOUNTING	UTILITY	UTILITY RATE ANALYSIS	4
Lead Auditor, Sales Tax & Rev	P150	P3	FINANCE & ACCOUNTING	REVENUE	SALES TAX AUDIT & REVENUE	4
Lead Building Inspector	SS03	SS1	DEVELOPMENT & COMPLIANCE	BUILDING & DEVELOPMENT REVIEW	BUILDING & DEVELOPMENT REVIEW	1S
Lead Coord, Utility Rate/Fee	A066	A6	FINANCE & ACCOUNTING	UTILITY	UTILITY RATE / FEE	4
Lead Coordinator, AR/Billing	A112	A6	FINANCE & ACCOUNTING	ACCOUNTING	ACCOUNTS RECEIVABLE / BILLING	4
Lead EO Compliance Specialist	P194	P3	ADMINISTRATION	ADMINISTRATION	EQUAL OPPORTUNITY	4
Lead EO Investigator	P099	P3	HUMAN RESOURCES	TALENT MANAGEMENT	EMPLOYEE RELATIONS	4
Lead Inspector, Construction	O052	O6	DEVELOPMENT & COMPLIANCE	COMPLIANCE	CONSTRUCTION INSPECTION	1
Lead Inspector, Rental Housing	O087	O6	DEVELOPMENT & COMPLIANCE	COMPLIANCE	RENTAL HOUSING	1
Lead Inspector, Zoning	O073	O6	DEVELOPMENT & COMPLIANCE	COMPLIANCE	ZONING	1
Lead Park Ranger	S011	S1	PROTECTIVE SERVICES	OPERATIONS	RESOURCE MANAGEMENT	5
Lead Plant Oper, WTR Rec & Bio	OS20	OS5	OPERATIONS	PLANT OPERATIONS	PLANT OPERATIONS	2S
Lead Plant Operator	OS13	OS5	OPERATIONS	PLANT OPERATIONS	PLANT OPERATIONS	2S
Lead Project Manager	P193	P4	ADMINISTRATION	PROJECT MANAGEMENT	PROJECT MANAGEMENT	4
Lead Project Mgr, Construction	P207	P3	SCIENCES & ENGINEERING	ENGINEERING	CIVIL ENGINEERING	3
Lead Rep, Customer Support	A040	A5	CUSTOMER SERVICE	CUSTOMER SERVICE	CUSTOMER SUPPORT	4
Lead Spc, Cultural Services	P081	P3	CULTURE, PARKS & RECREATION	CULTURAL SERVICES	CULTURAL SERVICES	1
Lead Spc, Econ Sustainability	P159	P3	SUSTAINABILITY	ECONOMIC SUSTAINABILITY	ECONOMIC SUSTAINABILITY	1
Lead Spc, Env Sustainability	P092	P3	SUSTAINABILITY	ENVIRONMENTAL SUSTAINABILITY	ENVIRONMENTAL SUSTAINABILITY	1
Lead Spc, Homelessness	P135	P3	SUSTAINABILITY	SOCIAL SUSTAINABILITY	HOMELESSNESS	1
Lead Spc, Process Improvement	P065	P3	ADMINISTRATION	PROJECT MANAGEMENT	PROCESS IMPROVEMENT	4
Lead Spc, Soc Sustainability	P097	P3	SUSTAINABILITY	SOCIAL SUSTAINABILITY	SOCIAL SUSTAINABILITY	1
Lead Spc, Special Events	P084	P3	DEVELOPMENT & COMPLIANCE	NEIGHBORHOOD SERVICES	SPECIAL EVENTS	1
Lead Spec, Ed & Engagement	P211	P3	CUSTOMER SERVICE	OUTREACH	PUBLIC ENGAGEMENT	4
Lead Spec, Emergency Mgmt	P154	P3	ADMINISTRATION	PROJECT MANAGEMENT	EMERGENCY MANAGEMENT	4



**City of Fort Collins
Pay Plan Index**

Item 20.

Lead Spec, Equity & Inclusion	P191	P3	ADMINISTRATION	ADMINISTRATION	ADMINISTRATION	4
Lead Specialist, Communication	P155	P3	MARKETING & CREATIVE SERVICES	COMMUNICATIONS	COMMUNICATIONS	4
Lead Specialist, Natural Areas	P104	P3	CULTURE, PARKS & RECREATION	OUTDOOR SERVICES	NATURAL AREAS	1
Lead Specialist, Occpntl Hlth	P115	P3	HUMAN RESOURCES	SAFETY & RISK MANAGEMENT	OCCUPATIONAL HEALTH	4
Lead Specialist, Safety	P093	P3	HUMAN RESOURCES	SAFETY & RISK MANAGEMENT	SAFETY	4
Lead Specialist, Sciences	P072	P3	SCIENCES & ENGINEERING	SCIENCES	SCIENCES	3
Lead Specialist, Security	P091	P3	ADMINISTRATION	SAFETY & RISK MANAGEMENT	SECURITY	4
Lead Sr Facilities Project Mgr	M111	M1	ADMINISTRATION	PROJECT MANAGEMENT	FACILITIES PROJECT MANAGEMENT	4
Lead Tech, Graphic Design	A068	A6	MARKETING & CREATIVE SERVICES	MEDIA	GRAPHIC DESIGN	4
Lead Technician, Network Engr	A108	A6	TECHNOLOGY	NETWORK	NETWORK ENGINEERING	3
Lead Technician, Sciences	A065	A6	SCIENCES & ENGINEERING	SCIENCES	SCIENCES	3
Lead Technician, Video Prod	A067	A6	MARKETING & CREATIVE SERVICES	MEDIA	VIDEO PRODUCTION	4
Legal Assistant	A009	A3	LEGAL	LEGAL	LEGAL SUPPORT	4
Line Crew Chief	SS05	SS1	OPERATIONS	ELECTRIC UTILITIES	ELECTRIC DIST - HIGH VOLTAGE	2S
Line Groundworker	OS01	OS1	OPERATIONS	ELECTRIC UTILITIES	ELECTRIC DIST - HIGH VOLTAGE	2S
Locator, Elec Dist - Field OpS	O092	O4	OPERATIONS	ELECTRIC UTILITIES	ELECTRIC DIST - FIELD OPS	2
Manager, Active Modes	M023	M1	PLANNING	TRANSPORTATION PLANNING	ACTIVE MODES	1
Manager, Administration	M116	M1	ADMINISTRATION	ADMINISTRATION	ADMINISTRATION	4
Manager, Applications Software	M001	M1	TECHNOLOGY	APPLICATIONS SOFTWARE	APPLICATIONS SOFTWARE	3
Manager, Benefits	M125	M1	HUMAN RESOURCES	BENEFITS	BENEFITS	4
Manager, Bldg & Dev Review	M034	M1	PLANNING	BUILDING & DEVELOPMENT REVIEW	BUILDING & DEVELOPMENT REVIEW	1
Manager, Broadband Operations	M143	M1	OPERATIONS	BROADBAND	BROADBAND OPERATIONS	2
Manager, Civil Engineering	M008	M1	SCIENCES & ENGINEERING	ENGINEERING	CIVIL ENGINEERING	3
Manager, Construction Inspect	M005	M1	DEVELOPMENT & COMPLIANCE	COMPLIANCE	CONSTRUCTION INSPECTION	1
Manager, Cultural Services	M016	M1	CULTURE, PARKS & RECREATION	CULTURAL SERVICES	CULTURAL SERVICES	1
Manager, Customer Support	M021	M1	CUSTOMER SERVICE	CUSTOMER SERVICE	CUSTOMER SUPPORT	4
Manager, Econ Sustainability	M033	M1	SUSTAINABILITY	ECONOMIC SUSTAINABILITY	ECONOMIC SUSTAINABILITY	1
Manager, Env Sustainability	M100	M1	SUSTAINABILITY	ENVIRONMENTAL SUSTAINABILITY	ENVIRONMENTAL SUSTAINABILITY	1
Manager, Environ Planning	M032	M1	PLANNING	ENVIRONMENTAL PLANNING	ENVIRONMENTAL PLANNING	1
Manager, Forestry	M128	M1	CULTURE, PARKS & RECREATION	OUTDOOR SERVICES	FORESTRY	1
Manager, FP&A	M026	M1	FINANCE & ACCOUNTING	FINANCIAL PLANNING & ANALYSIS	FINANCIAL PLANNING & ANALYSIS	4
Manager, GIS	M004	M1	TECHNOLOGY	GIS	GIS	3
Manager, Historic Preservation	M022	M1	PLANNING	CITY PLANNING	HISTORIC PRESERVATION	1
Manager, HR Business Partner	M144	M1	HUMAN RESOURCES	TALENT MANAGEMENT	EMPLOYEE RELATIONS	4
Manager, HR Operations	M102	M1	HUMAN RESOURCES	ADMINISTRATION	ADMINISTRATION	4
Manager, HRIS	M151	M1	HUMAN RESOURCES	HRIS	HRIS	4
Manager, Marketing	M018	M1	MARKETING & CREATIVE SERVICES	MARKETING	MARKETING	4
Manager, Natural Areas	M162	M1	CULTURE, PARKS & RECREATION	OUTDOOR SERVICES	NATURAL AREAS	1
Manager, Neighborhood Svcs	M153	M1	DEVELOPMENT & COMPLIANCE	NEIGHBORHOOD SERVICES	NEIGHBORHOOD SERVICES	1
Manager, Payroll	M029	M1	FINANCE & ACCOUNTING	ACCOUNTING	PAYROLL	4
Manager, Plant Operations	M012	M1	OPERATIONS	PLANT OPERATIONS	PLANT OPERATIONS	2
Manager, Project Management	M129	M1	ADMINISTRATION	PROJECT MANAGEMENT	PROJECT MANAGEMENT	4
Manager, Public Engagement	M017	M1	CUSTOMER SERVICE	COMMUNICATIONS	COMMUNICATIONS	4
Manager, Real Estate	M027	M1	OPERATIONS	FACILITIES & FLEET	REAL ESTATE	2
Manager, Recycling Ops	M198	M1	OPERATIONS	WASTE MANAGEMENT	WASTE MANAGEMENT	2
Manager, Rental Housing	M152	M1	DEVELOPMENT & COMPLIANCE	NEIGHBORHOOD SERVICES	NEIGHBORHOOD SERVICES	1
Manager, Sciences	M019	M1	SCIENCES & ENGINEERING	SCIENCES	SCIENCES	3
Manager, Service Delivery	M131	M1	TECHNOLOGY	CLIENT SERVICES	CLIENT SERVICES	3
Manager, Social Sustainability	M119	M1	SUSTAINABILITY	SOCIAL SUSTAINABILITY	SOCIAL SUSTAINABILITY	1
Manager, Stormwater MP&FA	M145	M1	SCIENCES & ENGINEERING	ENGINEERING	CIVIL ENGINEERING	3



**City of Fort Collins
Pay Plan Index**

Item 20.

Manager, Systems Engineering	M003	M1	TECHNOLOGY	SYSTEMS	SYSTEMS ENGINEERING	3
Manager, Talent Acquisition	M015	M1	HUMAN RESOURCES	TALENT MANAGEMENT	TALENT ACQUISITION	4
Manager, Talent Development	M030	M1	HUMAN RESOURCES	ADMINISTRATION	ADMINISTRATION	4
Manager, Traffic Engineering	M007	M1	SCIENCES & ENGINEERING	ENGINEERING	TRAFFIC ENGINEERING	3
Manager, Traffic Ops	M156	M1	OPERATIONS	TRANSPORTATION	TRAFFIC OPERATIONS	2
Manager, Transportation Ops	M013	M1	OPERATIONS	TRANSPORTATION	TRANSPORTATION OPERATIONS	2
Manager, Water Field Ops	M006	M1	OPERATIONS	WATER UTILITIES	WATER FIELD OPERATIONS	2
Manager, Water Util Dev Review	M122	M1	SCIENCES & ENGINEERING	ENGINEERING	DEVELOPMENT REVIEW	3
Manager, Wellness	M014	M1	HUMAN RESOURCES	BENEFITS	WELLNESS	4
Master Electrician	S081	S1	OPERATIONS	FACILITIES & FLEET	ELECTRICIAN	2
Mechanical Engineer II	P134	P2	SCIENCES & ENGINEERING	ENGINEERING	MECHANICAL ENGINEERING	3
Mechanical Engineer III	P075	P3	SCIENCES & ENGINEERING	ENGINEERING	MECHANICAL ENGINEERING	3
Mgr, Mediation & Res Justice	M154	M1	DEVELOPMENT & COMPLIANCE	NEIGHBORHOOD SERVICES	NEIGHBORHOOD SERVICES	1
Mgr, Network Ops & Info Sec	M150	M1	TECHNOLOGY	NETWORK	NETWORK ENGINEERING	3
Mgr, Principal City Planner	M146	M1	PLANNING	CITY PLANNING	CITY PLANNING	1
Municipal Court Administrator	M148	M1	LEGAL	JUDICIAL	ADMINISTRATION	4
Natural Areas Trail Ranger	O058	O4	PROTECTIVE SERVICES	OPERATIONS	RESOURCE MANAGEMENT	5
Officer I, Transportation Ops	O013	O2	OPERATIONS	TRANSPORTATION	TRANSPORTATION OPERATIONS	2
Officer III, Enforcement	O076	O4	PROTECTIVE SERVICES	OPERATIONS	ENFORCEMENT	5
Operator I, Traffic Ops	O103	O2	OPERATIONS	TRANSPORTATION	TRAFFIC OPERATIONS	2
Operator I, Transit	O011	O2	OPERATIONS	TRANSPORTATION	TRANSIT	2
Operator I, Transportation Ops	O009	O2	OPERATIONS	TRANSPORTATION	TRANSPORTATION OPERATIONS	2
Operator II, Broadband	O069	O3	OPERATIONS	BROADBAND	BROADBAND OPERATIONS	2
Operator II, Transit	O021	O3	OPERATIONS	TRANSPORTATION	TRANSIT	2
Operator II, Transportation Op	O022	O3	OPERATIONS	TRANSPORTATION	TRANSPORTATION OPERATIONS	2
Paralegal	A064	A6	LEGAL	LEGAL	LEGAL SUPPORT	4
Park Ranger	O037	O4	PROTECTIVE SERVICES	OPERATIONS	RESOURCE MANAGEMENT	5
Parking Enforcement Officer I	O010	O2	DEVELOPMENT & COMPLIANCE	COMPLIANCE	PARKING	1
Parking Enforcement Officer II	O066	O3	DEVELOPMENT & COMPLIANCE	COMPLIANCE	PARKING	1
Planner, City	P052	P2	PLANNING	CITY PLANNING	CITY PLANNING	1
Planner, Environmental	P048	P2	PLANNING	ENVIRONMENTAL PLANNING	ENVIRONMENTAL PLANNING	1
Planner, Transit	P046	P2	PLANNING	TRANSPORTATION PLANNING	TRANSIT PLANNING	1
Planner, Transit Service	P187	P1	PLANNING	TRANSPORTATION PLANNING	TRANSIT PLANNING	1
Planner, Transportation	P113	P2	PLANNING	TRANSPORTATION PLANNING	TRANSPORTATION PLANNING	1
Plans Examiner	A073	A6	DEVELOPMENT & COMPLIANCE	BUILDING & DEVELOPMENT REVIEW	BUILDING & DEVELOPMENT REVIEW	1
Plant Operator	OS09	OS4	OPERATIONS	PLANT OPERATIONS	PLANT OPERATIONS	2S
Police Assistant Chief	M090	M3	PROTECTIVE SERVICES	POLICE ADMINISTRATION	POLICE ADMINISTRATION	5
Police Corporal	S017	S1	PROTECTIVE SERVICES	COLLECTIVE BARGAINING UNIT	SWORN OPERATIONS	5C
Police Lieutenant	M063	M2	PROTECTIVE SERVICES	COLLECTIVE BARGAINING UNIT	SWORN OPERATIONS	5C
Police Officer	O025	O6	PROTECTIVE SERVICES	COLLECTIVE BARGAINING UNIT	SWORN OPERATIONS	5C
Police Psychologist	P103	P4	PROTECTIVE SERVICES	INVESTIGATION	OUTREACH	5
Police Sergeant	S051	S2	PROTECTIVE SERVICES	COLLECTIVE BARGAINING UNIT	SWORN OPERATIONS	5C
Probation Officer	A087	A5	LEGAL	JUDICIAL	CUSTOMER SERVICE	4
Program Manager, Volunteer Svc	P186	P3	HUMAN RESOURCES	OUTREACH	PUBLIC ENGAGEMENT	4
Project Analyst	P026	P1	ADMINISTRATION	PROJECT MANAGEMENT	PROJECT MANAGEMENT	4
Project Coordinator	A083	A5	ADMINISTRATION	PROJECT MANAGEMENT	PROJECT MANAGEMENT	4
Project Manager	P041	P2	ADMINISTRATION	PROJECT MANAGEMENT	PROJECT MANAGEMENT	4
Project Manager, Construction	P213	P2	SCIENCES & ENGINEERING	ENGINEERING	CIVIL ENGINEERING	3
Recruiting Specialist	C030	P1	HUMAN RESOURCES	TALENT MANAGEMENT	TALENT ACQUISITION	4
Rep I, Cultural Svcs	A107	A2	CULTURE, PARKS & RECREATION	CULTURAL SERVICES	CULTURAL SERVICES	1



**City of Fort Collins
Pay Plan Index**

Item 20.

Rep I, Customer Support	A003	A2	CUSTOMER SERVICE	CUSTOMER SERVICE	CUSTOMER SUPPORT	4
Rep II, Customer Support	A006	A3	CUSTOMER SERVICE	CUSTOMER SERVICE	CUSTOMER SUPPORT	4
Rep II, Police Records	A011	A3	PROTECTIVE SERVICES	PROCESSING SUPPORT	INFORMATION SERVICES	5
Spec, Historic Preservation	P180	P1	PLANNING	CITY PLANNING	HISTORIC PRESERVATION	1
Spec, Regulatory Licensing	P174	P1	ADMINISTRATION	MUNICIPAL ADMINISTRATION	CITY CLERK	4
Specialist, Active Modes	P013	P1	PLANNING	TRANSPORTATION PLANNING	ACTIVE MODES	1
Specialist, Active Modes Data	P189	P1	PLANNING	TRANSPORTATION PLANNING	ACTIVE MODES	1
Specialist, City Planning	P121	P1	PLANNING	CITY PLANNING	CITY PLANNING	1
Specialist, Communications	P021	P1	MARKETING & CREATIVE SERVICES	COMMUNICATIONS	COMMUNICATIONS	4
Specialist, Customer Support	P034	P1	CUSTOMER SERVICE	CUSTOMER SERVICE	CUSTOMER SUPPORT	4
Specialist, DOT	P157	P1	HUMAN RESOURCES	SAFETY & RISK MANAGEMENT	SAFETY	4
Specialist, Econ Sustain	C025	P1	SUSTAINABILITY	ECONOMIC SUSTAINABILITY	ECONOMIC SUSTAINABILITY	1
Specialist, Enviro Sustain	C035	P1	SUSTAINABILITY	ENVIRONMENTAL SUSTAINABILITY	ENVIRONMENTAL SUSTAINABILITY	1
Specialist, Facilities	P007	P1	OPERATIONS	FACILITIES & FLEET	FACILITIES	2
Specialist, Natural Areas	P140	P1	CULTURE, PARKS & RECREATION	OUTDOOR SERVICES	NATURAL AREAS	1
Specialist, Neighborhood Svcs	P184	P1	DEVELOPMENT & COMPLIANCE	NEIGHBORHOOD SERVICES	NEIGHBORHOOD SERVICES	1
Specialist, Public Engagement	P015	P1	CUSTOMER SERVICE	OUTREACH	PUBLIC ENGAGEMENT	4
Specialist, Recruiting	P175	P1	HUMAN RESOURCES	TALENT MANAGEMENT	TALENT ACQUISITION	4
Specialist, Regulatory Svcs	P163	P1	SCIENCES & ENGINEERING	SCIENCES	SCIENCES	3
Specialist, Risk Claims	P188	P1	FINANCE & ACCOUNTING	RISK MANAGEMENT	RISK MANAGEMENT	4
Specialist, Safety	P111	P1	HUMAN RESOURCES	SAFETY & RISK MANAGEMENT	SAFETY	4
Specialist, Sales	P116	P1	MARKETING & CREATIVE SERVICES	SALES	SALES	4
Specialist, Sciences	P010	P1	SCIENCES & ENGINEERING	SCIENCES	SCIENCES	3
Specialist, Soc Sustainability	P168	P1	SUSTAINABILITY	SOCIAL SUSTAINABILITY	SOCIAL SUSTAINABILITY	1
Specialist, Talent Acquisition	P117	P1	HUMAN RESOURCES	TALENT MANAGEMENT	TALENT ACQUISITION	4
Specialist, Travel Demand Mgmt	P178	P2	PLANNING	TRANSPORTATION PLANNING	TRANSPORTATION PLANNING	1
Specialist, Wellness	P018	P1	HUMAN RESOURCES	BENEFITS	WELLNESS	4
Specialist, Sales Tax & Revenue	P149	P1	FINANCE & ACCOUNTING	REVENUE	SALES TAX AUDIT & REVENUE	4
Sr Administrator, Systems	P067	P3	TECHNOLOGY	SYSTEMS	SYSTEMS ADMINISTRATION	3
Sr Administrator, SCADA PLC Prgr	P148	P3	TECHNOLOGY	SYSTEMS	SYSTEMS ADMINISTRATION	3
Sr Analyst, Administration	P129	P3	ADMINISTRATION	ADMINISTRATION	ADMINISTRATION	4
Sr Analyst, Apps Software	P066	P3	TECHNOLOGY	APPLICATIONS SOFTWARE	APPLICATIONS SOFTWARE	3
Sr Analyst, Apps Software Dev	P070	P3	TECHNOLOGY	APPLICATIONS SOFTWARE	APPS SOFTWARE DEVELOPMENT	3
Sr Analyst, Budget	P080	P3	FINANCE & ACCOUNTING	BUDGET	BUDGET	4
Sr Analyst, Compensation	P082	P3	HUMAN RESOURCES	COMPENSATION	COMPENSATION	4
Sr Analyst, Data	C130	P3	TECHNOLOGY	DATA SCIENCE	DATA ANALYSIS	3
Sr Analyst, Finance	P094	P3	FINANCE & ACCOUNTING	FINANCIAL PLANNING & ANALYSIS	FINANCIAL PLANNING & ANALYSIS	4
Sr Analyst, Grants Admin	P162	P3	FINANCE & ACCOUNTING	FINANCIAL PLANNING & ANALYSIS	FINANCIAL PLANNING & ANALYSIS	4
Sr Analyst, IT Security	P114	P3	TECHNOLOGY	INFORMATION SECURITY	INFORMATION SECURITY	3
Sr Analyst, Systems	P071	P3	TECHNOLOGY	SYSTEMS	SYSTEMS ADMINISTRATION	3
Sr Analyst, Treasury	P090	P3	FINANCE & ACCOUNTING	TREASURY / INVESTMENT	TREASURY / INVESTMENT	4
Sr Architect, Landscape	P074	P3	PLANNING	PARK PLANNING	LANDSCAPE	1
Sr Buyer	P089	P3	FINANCE & ACCOUNTING	PURCHASING	PURCHASING	4
Sr Coord, Onboarding & Training	A104	A5	HUMAN RESOURCES	TALENT MANAGEMENT	TALENT ACQUISITION	4
Sr Coordinator, Accounting	A088	A5	FINANCE & ACCOUNTING	ACCOUNTING	ACCOUNTING	4
Sr Coordinator, Active Modes	A076	A5	PLANNING	TRANSPORTATION PLANNING	ACTIVE MODES	1
Sr Coordinator, AP	A039	A5	FINANCE & ACCOUNTING	ACCOUNTING	ACCOUNTS PAYABLE	4
Sr Coordinator, AR/Billing	A111	A5	FINANCE & ACCOUNTING	ACCOUNTING	ACCOUNTS RECEIVABLE / BILLING	4
Sr Coordinator, Camera Radar	A101	A5	PROTECTIVE SERVICES	PROCESSING SUPPORT	TECHNICAL	5
Sr Coordinator, Communications	A037	A5	MARKETING & CREATIVE SERVICES	COMMUNICATIONS	COMMUNICATIONS	4



**City of Fort Collins
Pay Plan Index**

Item 20.

Sr Coordinator, Creative Svcs	A095	A5	MARKETING & CREATIVE SERVICES	MEDIA	GRAPHIC DESIGN	4
Sr Coordinator, Cultural Svcs	A049	A5	CULTURE, PARKS & RECREATION	CULTURAL SERVICES	CULTURAL SERVICES	1
Sr Coordinator, HRIS	A044	A5	HUMAN RESOURCES	HRIS	HRIS	4
Sr Coordinator, Marketing	A055	A5	MARKETING & CREATIVE SERVICES	MARKETING	MARKETING	4
Sr Coordinator, Payroll	A042	A5	FINANCE & ACCOUNTING	ACCOUNTING	PAYROLL	4
Sr Coordinator, Public Engage	A041	A5	CUSTOMER SERVICE	OUTREACH	PUBLIC ENGAGEMENT	4
Sr Coordinator, Recreation	A054	A5	CULTURE, PARKS & RECREATION	RECREATION	RECREATION	1
Sr Coordinator, Rental Housing	A109	A5	DEVELOPMENT & COMPLIANCE	COMPLIANCE	RENTAL HOUSING	1
Sr Electric Project Engineer	P208	P3	SCIENCES & ENGINEERING	ENGINEERING	ELECTRICAL ENGINEERING	3
Sr Engineer, Network	P068	P3	TECHNOLOGY	NETWORK	NETWORK ENGINEERING	3
Sr Engineer, Systems	P064	P3	TECHNOLOGY	SYSTEMS	SYSTEMS ENGINEERING	3
Sr Engineer, Video Prod	P156	P3	MARKETING & CREATIVE SERVICES	SYSTEMS	VIDEO PRODUCTION	3
Sr Facilities Project Manager	P073	P3	ADMINISTRATION	PROJECT MANAGEMENT	FACILITIES PROJECT MANAGEMENT	4
Sr Inspector, Code Compliance	O106	O5	DEVELOPMENT & COMPLIANCE	COMPLIANCE	CODE COMPLIANCE	1
Sr Inspector, Compliance	O056	O5	DEVELOPMENT & COMPLIANCE	COMPLIANCE	COMPLIANCE	1
Sr Inspector, Construction	O045	O5	DEVELOPMENT & COMPLIANCE	COMPLIANCE	CONSTRUCTION INSPECTION	1
Sr Inspector, Forestry Zoning	O079	O5	DEVELOPMENT & COMPLIANCE	COMPLIANCE	CODE COMPLIANCE	1
Sr Inspector, Nat Res Zoning	O094	O5	DEVELOPMENT & COMPLIANCE	COMPLIANCE	ZONING	1
Sr Inspector, Stormwater	O090	O6	DEVELOPMENT & COMPLIANCE	COMPLIANCE	CONSTRUCTION INSPECTION	1
Sr Inspector, Water Engr	O097	O6	DEVELOPMENT & COMPLIANCE	COMPLIANCE	CONSTRUCTION INSPECTION	1
Sr Inspector, Zoning	O048	O5	DEVELOPMENT & COMPLIANCE	COMPLIANCE	ZONING	1
Sr Key Accounts Rep	P171	P3	CUSTOMER SERVICE	OUTREACH	PUBLIC ENGAGEMENT	4
Sr Legal Assistant	A026	A4	LEGAL	LEGAL	LEGAL SUPPORT	4
Sr Locator, Elec Dist Field Op	O093	O5	OPERATIONS	ELECTRIC UTILITIES	ELECTRIC DIST - FIELD OPS	2
Sr Manager, Accounting	M052	M2	FINANCE & ACCOUNTING	ACCOUNTING	ACCOUNTING	4
Sr Manager, Broadband	M155	M2	OPERATIONS	BROADBAND	BROADBAND OPERATIONS	2
Sr Manager, City Planning	M126	M2	PLANNING	CITY PLANNING	CITY PLANNING	1
Sr Manager, Civil Engineering	M043	M2	SCIENCES & ENGINEERING	ENGINEERING	CIVIL ENGINEERING	3
Sr Manager, Creative Services	M132	M2	MARKETING & CREATIVE SERVICES	MEDIA	GRAPHIC DESIGN	4
Sr Manager, Cultural Services	M054	M2	CULTURE, PARKS & RECREATION	CULTURAL SERVICES	CULTURAL SERVICES	1
Sr Manager, Customer Support	M051	M2	CUSTOMER SERVICE	CUSTOMER SERVICE	CUSTOMER SUPPORT	4
Sr Manager, Elec Dist Ctrl Cen	M158	M2	OPERATIONS	ELECTRIC UTILITIES	ELECTRIC DIST - LOW VOLTAGE	2
Sr Manager, Emergency Comms	M061	M2	PROTECTIVE SERVICES	COLLECTIVE BARGAINING UNIT	COMMUNICATIONS	5A
Sr Manager, Env Sustain	M056	M2	SUSTAINABILITY	ENVIRONMENTAL SUSTAINABILITY	ENVIRONMENTAL SUSTAINABILITY	1
Sr Manager, Facilities & Fleet	M044	M2	OPERATIONS	FACILITIES & FLEET	FACILITIES & FLEET	2
Sr Manager, Forestry	M035	M2	CULTURE, PARKS & RECREATION	OUTDOOR SERVICES	FORESTRY	1
Sr Manager, FP&A	M201	M2	FINANCE & ACCOUNTING	FINANCIAL PLANNING & ANALYSIS	FINANCIAL PLANNING & ANALYSIS	4
Sr Manager, Horticulture	M142	M2	CULTURE, PARKS & RECREATION	CULTURAL SERVICES	CULTURAL SERVICES	1
Sr Manager, Information Svcs	M062	M2	PROTECTIVE SERVICES	PROCESSING SUPPORT	INFORMATION SERVICES	5
Sr Manager, Mechanical Engr	M045	M2	SCIENCES & ENGINEERING	ENGINEERING	MECHANICAL ENGINEERING	3
Sr Manager, Neighborhood Svcs	M058	M2	DEVELOPMENT & COMPLIANCE	NEIGHBORHOOD SERVICES	NEIGHBORHOOD SERVICES	1
Sr Manager, Network Engineerng	M104	M2	TECHNOLOGY	NETWORK	NETWORK ENGINEERING	3
Sr Manager, Parking Services	M167	M2	OPERATIONS	TRANSPORTATION	TRANSPORTATION OPERATIONS	2
Sr Manager, Parks	M057	M2	CULTURE, PARKS & RECREATION	OUTDOOR SERVICES	PARKS	1
Sr Manager, Public Engagement	M133	M2	CUSTOMER SERVICE	OUTREACH	PUBLIC ENGAGEMENT	4
Sr Manager, Recreation	M134	M2	CULTURE, PARKS & RECREATION	RECREATION	RECREATION	1
Sr Manager, Sales	M199	M2	MARKETING & CREATIVE SERVICES	SALES	SALES	4
Sr Manager, Sciences	M046	M2	SCIENCES & ENGINEERING	SCIENCES	SCIENCES	3
Sr Manager, Social Sustainblty	M118	M2	SUSTAINABILITY	SOCIAL SUSTAINABILITY	SOCIAL SUSTAINABILITY	1
Sr Manager, Technology	M039	M2	TECHNOLOGY	TECHNOLOGY	TECHNOLOGY	3



**City of Fort Collins
Pay Plan Index**

Item 20.

Sr Manager, Traffic Engr	M041	M2	SCIENCES & ENGINEERING	ENGINEERING	TRAFFIC ENGINEERING	3
Sr Manager, Transfort	M178	M2	OPERATIONS	TRANSPORTATION	TRANSIT	2
Sr Manager, Transportation Ops	M137	M2	OPERATIONS	TRANSPORTATION	TRANSPORTATION OPERATIONS	2
Sr Manager, Transportation Pln	M037	M2	PLANNING	TRANSPORTATION PLANNING	TRANSPORTATION PLANNING	1
Sr Manager, Water Engineering	M047	M2	SCIENCES & ENGINEERING	ENGINEERING	WATER ENGINEERING	3
Sr Manager, Sales Tax & Revenue	M036	M2	FINANCE & ACCOUNTING	REVENUE	SALES TAX AUDIT & REVENUE	4
Sr Mgr, Elec Dist-High Voltage	M160	M2	OPERATIONS	ELECTRIC UTILITIES	ELECTRIC DIST - HIGH VOLTAGE	2
Sr Mgr, Park Planning & Dev	M149	M2	PLANNING	PARK PLANNING	LANDSCAPE	1
Sr Mgr, Safety & Risk Mgmt	M117	M2	HUMAN RESOURCES	SAFETY & RISK MANAGEMENT	SAFETY	4
Sr Operator, Transport Ops	O081	O4	OPERATIONS	TRANSPORTATION	TRANSPORTATION OPERATIONS	2
Sr Partner, Human Resources	P142	P3	HUMAN RESOURCES	TALENT MANAGEMENT	HUMAN RESOURCES	4
Sr Planner, City	P098	P3	PLANNING	CITY PLANNING	CITY PLANNING	1
Sr Planner, Environmental	P086	P3	PLANNING	ENVIRONMENTAL PLANNING	ENVIRONMENTAL PLANNING	1
Sr Planner, Trails	P137	P3	PLANNING	PARK PLANNING	LANDSCAPE	1
Sr Planner, Transportation	P087	P3	PLANNING	TRANSPORTATION PLANNING	TRANSPORTATION PLANNING	1
Sr Project Manager	P095	P3	ADMINISTRATION	PROJECT MANAGEMENT	PROJECT MANAGEMENT	4
Sr Project Manager, Talent Mgmt	P166	P3	HUMAN RESOURCES	TALENT MANAGEMENT	HUMAN RESOURCES	4
Sr Rep, Cultural Svcs	A025	A4	CULTURE, PARKS & RECREATION	CULTURAL SERVICES	CULTURAL SERVICES	1
Sr Spc, Neighborhood Svcs	P044	P2	DEVELOPMENT & COMPLIANCE	NEIGHBORHOOD SERVICES	NEIGHBORHOOD SERVICES	1
Sr Spc, Process Improvement	P053	P2	ADMINISTRATION	PROJECT MANAGEMENT	PROCESS IMPROVEMENT	4
Sr Specialist, Communications	P058	P2	MARKETING & CREATIVE SERVICES	COMMUNICATIONS	COMMUNICATIONS	4
Sr Specialist, Cultural Svcs	P153	P2	CULTURE, PARKS & RECREATION	CULTURAL SERVICES	CULTURAL SERVICES	1
Sr Specialist, Cust Support	P027	P2	CUSTOMER SERVICE	CUSTOMER SERVICE	CUSTOMER SUPPORT	4
Sr Specialist, DAR Program Mgr	P167	P3	PLANNING	TRANSPORTATION PLANNING	TRANSIT PLANNING	1
Sr Specialist, Digital Incls	P203	P2	CUSTOMER SERVICE	OUTREACH	PUBLIC ENGAGEMENT	4
Sr Specialist, Econ Sustain	P056	P2	SUSTAINABILITY	ECONOMIC SUSTAINABILITY	ECONOMIC SUSTAINABILITY	1
Sr Specialist, Enviro Sustain	P061	P2	SUSTAINABILITY	ENVIRONMENTAL SUSTAINABILITY	ENVIRONMENTAL SUSTAINABILITY	1
Sr Specialist, Floodplain Mgmt	P169	P2	SCIENCES & ENGINEERING	SCIENCES	SCIENCES	3
Sr Specialist, Forestry	P151	P2	CULTURE, PARKS & RECREATION	OUTDOOR SERVICES	FORESTRY	1
Sr Specialist, OEM	P128	P2	ADMINISTRATION	PROJECT MANAGEMENT	EMERGENCY MANAGEMENT	4
Sr Specialist, Product Mgmt	P206	P3	ADMINISTRATION	PROJECT MANAGEMENT	TECHNICAL PROJECT MANAGEMENT	4
Sr Specialist, Public Engage	P054	P2	CUSTOMER SERVICE	OUTREACH	PUBLIC ENGAGEMENT	4
Sr Specialist, Real Estate	P055	P2	OPERATIONS	FACILITIES & FLEET	REAL ESTATE	2
Sr Specialist, Recreation	P045	P2	CULTURE, PARKS & RECREATION	RECREATION	RECREATION	1
Sr Specialist, Recruiter	P172	P2	HUMAN RESOURCES	TALENT MANAGEMENT	TALENT DEVELOPMENT	4
Sr Specialist, Safety	P192	P2	HUMAN RESOURCES	SAFETY & RISK MANAGEMENT	SAFETY	4
Sr Specialist, Sciences	P035	P2	SCIENCES & ENGINEERING	SCIENCES	SCIENCES	3
Sr Specialist, Security	P182	P2	ADMINISTRATION	SAFETY & RISK MANAGEMENT	SECURITY	4
Sr Specialist, Social Sustain	P132	P2	SUSTAINABILITY	SOCIAL SUSTAINABILITY	SOCIAL SUSTAINABILITY	1
Sr Specialist, Workers Comp	P147	P2	ADMINISTRATION	SAFETY & RISK MANAGEMENT	WORKERS COMPENSATION	4
Sr Super, Resource Recovery	S080	S2	OPERATIONS	WATER UTILITIES	WATER FIELD OPERATIONS	2
Sr Supervisor, Apps Software	S078	S2	TECHNOLOGY	APPLICATIONS SOFTWARE	APPLICATIONS SOFTWARE	3
Sr Supervisor, AR / Billing	S045	S2	FINANCE & ACCOUNTING	ACCOUNTING	ACCOUNTS RECEIVABLE / BILLING	4
Sr Supervisor, Code Compliance	S075	S2	DEVELOPMENT & COMPLIANCE	COMPLIANCE	CODE COMPLIANCE	1
Sr Supervisor, CSO	S050	S2	PROTECTIVE SERVICES	COLLECTIVE BARGAINING UNIT	COMMUNITY SERVICES OPERATIONS	5B
Sr Supervisor, Cultural Svcs	S037	S2	CULTURE, PARKS & RECREATION	CULTURAL SERVICES	CULTURAL SERVICES	1
Sr Supervisor, Cust Support	S018	S2	CUSTOMER SERVICE	CUSTOMER SERVICE	CUSTOMER SUPPORT	4
Sr Supervisor, Electric Dist	S034	S2	OPERATIONS	ELECTRIC UTILITIES	ELECTRIC DIST - LOW VOLTAGE	2
Sr Supervisor, Emergency Comms	S046	S2	PROTECTIVE SERVICES	COLLECTIVE BARGAINING UNIT	COMMUNICATIONS	5A
Sr Supervisor, Enforcement	S070	S2	PROTECTIVE SERVICES	OPERATIONS	ENFORCEMENT	5



**City of Fort Collins
Pay Plan Index**

Item 20.

Sr Supervisor, Facilities	S026	S2	OPERATIONS	FACILITIES & FLEET	FACILITIES	2
Sr Supervisor, Fleet	S024	S2	OPERATIONS	FACILITIES & FLEET	FLEET	2
Sr Supervisor, Forestry	S025	S2	CULTURE, PARKS & RECREATION	OUTDOOR SERVICES	FORESTRY	1
Sr Supervisor, Information Svc	S047	S2	PROTECTIVE SERVICES	PROCESSING SUPPORT	INFORMATION SERVICES	5
Sr Supervisor, Land Surveying	S068	S2	SCIENCES & ENGINEERING	ENGINEERING	SURVEYING	3
Sr Supervisor, Maintenance	S032	S2	OPERATIONS	PLANT OPERATIONS	MAINTENANCE	2
Sr Supervisor, Mechanical Engr	S022	S2	SCIENCES & ENGINEERING	ENGINEERING	MECHANICAL ENGINEERING	3
Sr Supervisor, Natural Areas	S058	S2	CULTURE, PARKS & RECREATION	OUTDOOR SERVICES	NATURAL AREAS	1
Sr Supervisor, Outreach	S079	S2	PROTECTIVE SERVICES	INVESTIGATION	OUTREACH	5
Sr Supervisor, Parks	S031	S2	CULTURE, PARKS & RECREATION	OUTDOOR SERVICES	PARKS	1
Sr Supervisor, Plant Ops	S023	S2	OPERATIONS	PLANT OPERATIONS	PLANT OPERATIONS	2
Sr Supervisor, Process Support	S048	S2	PROTECTIVE SERVICES	PROCESSING SUPPORT	TECHNICAL	5
Sr Supervisor, Project Mgmt	S043	S2	ADMINISTRATION	PROJECT MANAGEMENT	PROJECT MANAGEMENT	4
Sr Supervisor, Public Engage	S039	S2	CUSTOMER SERVICE	OUTREACH	PUBLIC ENGAGEMENT	4
Sr Supervisor, Recreation	S044	S2	CULTURE, PARKS & RECREATION	RECREATION	RECREATION	1
Sr Supervisor, Sciences	S020	S2	SCIENCES & ENGINEERING	SCIENCES	SCIENCES	3
Sr Supervisor, Transit	S042	S2	OPERATIONS	TRANSPORTATION	TRANSIT	2
Sr Supervisor, Video Productn	S066	S2	MARKETING & CREATIVE SERVICES	MEDIA	VIDEO PRODUCTION	4
Sr Tech, Elec Project Engineer	O095	O5	OPERATIONS	ENGINEERING	ELECTRICAL ENGINEERING	3
Sr Tech, Floodplain Admin	A099	A5	SCIENCES & ENGINEERING	SCIENCES	SCIENCES	3
Sr Tech, Police Records	A092	A5	PROTECTIVE SERVICES	PROCESSING SUPPORT	INFORMATION SERVICES	5
Sr Tech, Police Technology	A063	A5	PROTECTIVE SERVICES	PROCESSING SUPPORT	POLICE TECHNOLOGY	5
Sr Tech, Processing Support	A091	A5	PROTECTIVE SERVICES	PROCESSING SUPPORT	TECHNICAL	5
Sr Tech, Signal Construction	O084	O5	OPERATIONS	TRANSPORTATION	TRANSPORTATION OPERATIONS	2
Sr Technical Project Manager	P076	P3	ADMINISTRATION	PROJECT MANAGEMENT	TECHNICAL PROJECT MANAGEMENT	4
Sr Technician, Broadband Ops	O088	O5	TECHNOLOGY	FIBER	FIBER	3
Sr Technician, Client Services	A047	A5	TECHNOLOGY	CLIENT SERVICES	CLIENT SERVICES	3
Sr Technician, Facilities	O049	O5	OPERATIONS	FACILITIES & FLEET	FACILITIES	2
Sr Technician, Fiber	O089	O5	TECHNOLOGY	FIBER	FIBER	3
Sr Technician, Graphic Design	A100	A5	MARKETING & CREATIVE SERVICES	MEDIA	GRAPHIC DESIGN	4
Sr Technician, Maintenance	O050	O5	OPERATIONS	PLANT OPERATIONS	MAINTENANCE	2
Sr Technician, Network Engr	A080	A5	TECHNOLOGY	NETWORK	NETWORK ENGINEERING	3
Sr Technician, Police Admin	A081	A5	PROTECTIVE SERVICES	POLICE ADMINISTRATION	POLICE ADMINISTRATION	5
Sr Technician, Sciences	A110	A5	SCIENCES & ENGINEERING	SCIENCES	SCIENCES	3
Sr Technician, Traffic Engr	O055	O5	SCIENCES & ENGINEERING	ENGINEERING	TRAFFIC ENGINEERING	3
Sr Technician, Traffic Signals	O086	O5	SCIENCES & ENGINEERING	ENGINEERING	TRAFFIC ENGINEERING	3
Sr Technician, Video Prod	A084	A5	MARKETING & CREATIVE SERVICES	MEDIA	VIDEO PRODUCTION	4
Sr Technician, Water Field Ops	O053	O5	OPERATIONS	WATER UTILITIES	WATER FIELD OPERATIONS	2
Substation Elec/Comm Spec	OS15	OS5	SCIENCES & ENGINEERING	ENGINEERING	ELECTRICAL ENGINEERING	3S
Substation Specialist	OS11	OS4	SCIENCES & ENGINEERING	ENGINEERING	ELECTRICAL ENGINEERING	3S
Supervisor I, Sign Shop	S072	S1	OPERATIONS	TRANSPORTATION	TRANSPORTATION OPERATIONS	2
Supervisor, Accounts Payable	S067	S1	FINANCE & ACCOUNTING	ACCOUNTING	ACCOUNTS PAYABLE	4
Supervisor, Administration	S003	S1	ADMINISTRATION	ADMINISTRATION	ADMINISTRATION	4
Supervisor, Bldg & Dev Rev	S057	S1	DEVELOPMENT & COMPLIANCE	BUILDING & DEVELOPMENT REVIEW	BUILDING & DEVELOPMENT REVIEW	1
Supervisor, Client Services	S004	S1	TECHNOLOGY	CLIENT SERVICES	CLIENT SERVICES	3
Supervisor, Cultural Services	S062	S1	CULTURE, PARKS & RECREATION	CULTURAL SERVICES	CULTURAL SERVICES	1
Supervisor, Customer Support	S001	S1	CUSTOMER SERVICE	CUSTOMER SERVICE	CUSTOMER SUPPORT	4
Supervisor, Facilities	S008	S1	OPERATIONS	FACILITIES & FLEET	FACILITIES	2
Supervisor, Fiber	S063	S1	TECHNOLOGY	FIBER	FIBER	3
Supervisor, Fleet	S021	S1	OPERATIONS	FACILITIES & FLEET	FLEET	2



**City of Fort Collins
Pay Plan Index**

Item 20.

Supervisor, NA Enforcement	S076	S1	PROTECTIVE SERVICES	OPERATIONS	ENFORCEMENT	5
Supervisor, Office Management	S069	S1	LEGAL	LEGAL	LEGAL SUPPORT	4
Supervisor, Plans Examiner	S064	S1	DEVELOPMENT & COMPLIANCE	BUILDING & DEVELOPMENT REVIEW	BUILDING & DEVELOPMENT REVIEW	1
Supervisor, Plant Operations	S054	S1	OPERATIONS	PLANT OPERATIONS	PLANT OPERATIONS	2
Supervisor, Traffic Markings	S071	S1	OPERATIONS	TRANSPORTATION	TRANSPORTATION OPERATIONS	2
Supervisor, Traffic Signals	S073	S1	SCIENCES & ENGINEERING	ENGINEERING	TRAFFIC ENGINEERING	3
Supervisor, Transit	S007	S1	OPERATIONS	TRANSPORTATION	TRANSIT	2
Tech I, Material Handling	O070	O3	OPERATIONS	FACILITIES & FLEET	MATERIAL HANDLING	2
Tech II, Investigative Support	A094	A4	PROTECTIVE SERVICES	INVESTIGATION	INVESTIGATION	5
Tech II, Processing Support	A033	A4	PROTECTIVE SERVICES	PROCESSING SUPPORT	TECHNICAL	5
Tech II, Resource Recovery	O096	O4	OPERATIONS	WATER UTILITIES	WATER FIELD OPERATIONS	2
Tech Proj Mgr, Environmental	P212	P2	SCIENCES & ENGINEERING	SCIENCES	SCIENCES	3
Technical Project Manager	P036	P2	ADMINISTRATION	PROJECT MANAGEMENT	TECHNICAL PROJECT MANAGEMENT	4
Technical Svcs Mgr, Police Svc	P176	P3	ADMINISTRATION	PROCESSING SUPPORT	INFORMATION SERVICES	5
Technician I, Bldg Dev Review	A010	A3	DEVELOPMENT & COMPLIANCE	BUILDING & DEVELOPMENT REVIEW	BUILDING & DEVELOPMENT REVIEW	1
Technician I, CCT Ops	O071	O3	OPERATIONS	CUSTOMER CONNECTIONS	CUSTOMER CARE & TECH OPS	2
Technician I, Civil Engr	O014	O3	SCIENCES & ENGINEERING	ENGINEERING	CIVIL ENGINEERING	3
Technician I, Facilities	O020	O3	OPERATIONS	FACILITIES & FLEET	FACILITIES	2
Technician I, Fiber	O062	O3	OPERATIONS	FIBER	FIBER	2
Technician I, Fleet	O017	O3	OPERATIONS	FACILITIES & FLEET	FLEET	2
Technician I, Forestry	O018	O3	CULTURE, PARKS & RECREATION	OUTDOOR SERVICES	FORESTRY	1
Technician I, Horticulture	O075	O3	CULTURE, PARKS & RECREATION	OUTDOOR SERVICES	PARKS	1
Technician I, Natural Areas	O060	O3	CULTURE, PARKS & RECREATION	OUTDOOR SERVICES	NATURAL AREAS	1
Technician I, Parks	O024	O3	CULTURE, PARKS & RECREATION	OUTDOOR SERVICES	PARKS	1
Technician I, Police Admin	A012	A3	PROTECTIVE SERVICES	POLICE ADMINISTRATION	POLICE ADMINISTRATION	5
Technician I, Recreation	O105	O3	CULTURE, PARKS & RECREATION	RECREATION	RECREATION	1
Technician I, Traffic Control	O068	O3	OPERATIONS	TRANSPORTATION	TRAFFIC CONTROL	2
Technician I, Traffic Ops	O099	O3	OPERATIONS	TRANSPORTATION	TRAFFIC OPERATIONS	2
Technician I, Water Field Util	O027	O3	OPERATIONS	WATER UTILITIES	WATER FIELD OPERATIONS	2
Technician II, Client Services	A019	A4	TECHNOLOGY	CLIENT SERVICES	CLIENT SERVICES	3
Technician II, Energy Services	O040	O4	OPERATIONS	FACILITIES & FLEET	ENERGY SERVICES	2
Technician II, Facilities	O032	O4	OPERATIONS	FACILITIES & FLEET	FACILITIES	2
Technician II, Fiber	O061	O4	TECHNOLOGY	FIBER	FIBER	3
Technician II, Fleet	O054	O4	OPERATIONS	FACILITIES & FLEET	FLEET	2
Technician II, Forestry	O033	O4	CULTURE, PARKS & RECREATION	OUTDOOR SERVICES	FORESTRY	1
Technician II, Land Surveying	O028	O4	SCIENCES & ENGINEERING	ENGINEERING	CIVIL ENGINEERING	3
Technician II, Maintenance	O041	O4	OPERATIONS	PLANT OPERATIONS	MAINTENANCE	2
Technician II, Natural Areas	O034	O4	CULTURE, PARKS & RECREATION	OUTDOOR SERVICES	NATURAL AREAS	1
Technician II, Network Engr	A079	A4	TECHNOLOGY	NETWORK	NETWORK ENGINEERING	3
Technician II, Police Records	A035	A4	PROTECTIVE SERVICES	PROCESSING SUPPORT	INFORMATION SERVICES	5
Technician II, Traffic Control	O074	O4	OPERATIONS	TRANSPORTATION	TRAFFIC CONTROL	2
Technician II, Traffic Engr	O030	O4	SCIENCES & ENGINEERING	ENGINEERING	TRAFFIC ENGINEERING	3
Technician II, Traffic Ops	O091	O4	OPERATIONS	TRANSPORTATION	TRANSPORTATION OPERATIONS	2
Technician II, Traffic Signals	O085	O4	SCIENCES & ENGINEERING	ENGINEERING	TRAFFIC ENGINEERING	3
Technician II, Water Engr	O029	O4	SCIENCES & ENGINEERING	ENGINEERING	WATER ENGINEERING	3
Technician II, Wtr Field Util	O039	O4	OPERATIONS	WATER UTILITIES	WATER FIELD OPERATIONS	2
Victim Advocate	A034	A4	PROTECTIVE SERVICES	INVESTIGATION	OUTREACH	5
Victim Witness Specialist	C125	A4	PROTECTIVE SERVICES	INVESTIGATION	OUTREACH	5
Water Engineer II	P038	P2	SCIENCES & ENGINEERING	ENGINEERING	WATER ENGINEERING	3
Water Meter Systems Operator	O102	O4	OPERATIONS	WATER UTILITIES	WATER FIELD OPERATIONS	2



**City of Fort Collins
Pay Plan Index**

Item 20.

Water Meter Technician	O101	O4	OPERATIONS	WATER UTILITIES	WATER FIELD OPERATIONS	2
Water Utility Maint Operator	OS04	OS2	OPERATIONS	WATER UTILITIES	WATER FIELD OPERATIONS	2S
Worker I, Facilities	O003	O1	OPERATIONS	FACILITIES & FLEET	FACILITIES	2
Worker I, Fleet	O067	O1	OPERATIONS	FACILITIES & FLEET	FLEET	2
Worker I, Natural Areas	O098	O1	CULTURE, PARKS & RECREATION	OUTDOOR SERVICES	NATURAL AREAS	1
Worker I, Parks	O004	O1	CULTURE, PARKS & RECREATION	OUTDOOR SERVICES	PARKS	1
Worker I, Parks Shop Attendant	O072	O1	CULTURE, PARKS & RECREATION	OUTDOOR SERVICES	PARKS	1
Worker II, Cultural Services	O063	O2	CULTURE, PARKS & RECREATION	CULTURAL SERVICES	CULTURAL SERVICES	1
Worker II, Facilities	O008	O2	OPERATIONS	FACILITIES & FLEET	FACILITIES	2
Worker II, Fleet	O007	O2	OPERATIONS	FACILITIES & FLEET	FLEET	2
Worker II, Theatre Audio Engr	O082	O2	CULTURE, PARKS & RECREATION	CULTURAL SERVICES	CULTURAL SERVICES	1
Worker II, Theatre Lighting	O083	O2	CULTURE, PARKS & RECREATION	CULTURAL SERVICES	CULTURAL SERVICES	1
Worker II, Theatre Production	O080	O2	CULTURE, PARKS & RECREATION	CULTURAL SERVICES	CULTURAL SERVICES	1



City of Fort Collins
City of Fort Collins
Pay Plan
Pay Plan Index

Item 20.

TABLE: 1 SUSTAINABILITY, PLANNING, CULTURE, PARKS & RECREATION, DEVELOPMENT & COMPLIANCE

ADMINISTRATIVE

		<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>
A2-1	Annual	\$39,156.03	\$48,945.80	\$58,736.60
	Biweekly	\$1,506.00	\$1,882.53	\$2,259.10
A3-1	Annual	\$43,507.15	\$54,384.45	\$65,260.73
	Biweekly	\$1,673.35	\$2,091.71	\$2,510.03
A4-1	Annual	\$48,341.05	\$60,426.83	\$72,511.58
	Biweekly	\$1,859.27	\$2,324.11	\$2,788.91
A5-1	Annual	\$53,174.95	\$66,469.20	\$79,763.45
	Biweekly	\$2,045.19	\$2,556.51	\$3,067.83
A6-1	Annual	\$58,492.65	\$73,115.30	\$87,740.00
	Biweekly	\$2,249.72	\$2,812.13	\$3,374.62

MANAGERIAL

		<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>
M1-1	Annual	\$78,531.40	\$104,708.88	\$130,885.33
	Biweekly	\$3,020.44	\$4,027.26	\$5,034.05
M2-1	Annual	\$87,960.38	\$117,274.35	\$146,586.28
	Biweekly	\$3,383.09	\$4,510.55	\$5,637.93
M3-1	Annual	\$98,482.00	\$131,347.60	\$164,183.48
	Biweekly	\$3,787.77	\$5,051.83	\$6,314.75
S1-1	Annual	\$59,767.75	\$79,689.65	\$99,612.58
	Biweekly	\$2,298.76	\$3,064.99	\$3,831.25
S2-1	Annual	\$66,939.68	\$89,252.90	\$111,566.13
	Biweekly	\$2,574.60	\$3,432.80	\$4,291.00

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City of Fort Collins
City of Fort Collins
Pay Plan
Pay Plan Index

Item 20.

TABLE: 1 SUSTAINABILITY, PLANNING, CULTURE, PARKS & RECREATION, DEVELOPMENT & COMPLIANCE

OPERATIONS & SKILLED TRADE

		<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>
O1-1	Annual	\$35,661.80	\$44,576.23	\$53,491.68
	Biweekly	\$1,371.61	\$1,714.47	\$2,057.37
O2-1	Annual	\$39,623.43	\$49,530.05	\$59,434.63
	Biweekly	\$1,523.98	\$1,905.00	\$2,285.95
O3-1	Annual	\$44,025.80	\$55,033.28	\$66,037.68
	Biweekly	\$1,693.30	\$2,116.66	\$2,539.91
O4-1	Annual	\$48,918.13	\$61,147.40	\$73,375.65
	Biweekly	\$1,881.47	\$2,351.82	\$2,822.14
O5-1	Annual	\$54,352.68	\$67,941.10	\$81,529.53
	Biweekly	\$2,090.49	\$2,613.12	\$3,135.75
O6-1	Annual	\$60,391.98	\$75,490.23	\$90,588.48
	Biweekly	\$2,322.77	\$2,903.47	\$3,484.17

PROFESSIONAL

		<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>
P1-1	Annual	\$51,932.65	\$69,241.83	\$86,553.05
	Biweekly	\$1,997.41	\$2,663.15	\$3,328.96
P2-1	Annual	\$59,013.35	\$78,684.13	\$98,354.90
	Biweekly	\$2,269.74	\$3,026.31	\$3,782.88
P3-1	Annual	\$67,060.63	\$89,414.85	\$111,768.05
	Biweekly	\$2,579.25	\$3,439.03	\$4,298.77
P4-1	Annual	\$76,171.85	\$101,575.45	\$126,979.05
	Biweekly	\$2,929.69	\$3,906.75	\$4,883.81

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Current as of: 09/27/2024



City of Fort Collins
City of Fort Collins
Pay Plan
Pay Plan Index

Item 20.

TABLE: 2 OPERATIONS

MANAGERIAL		<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>
M1-2	Annual	\$84,676.28	\$112,906.83	\$141,137.38
	Biweekly	\$3,256.78	\$4,342.57	\$5,428.36
M2-2	Annual	\$99,623.85	\$112,906.83	\$141,137.38
	Biweekly	\$3,831.69	\$4,342.57	\$5,428.36
M3-2	Annual	\$117,208.75	\$112,906.83	\$141,137.38
	Biweekly	\$4,508.03	\$4,342.57	\$5,428.36
S1-2	Annual	\$62,344.60	\$112,906.83	\$141,137.38
	Biweekly	\$2,397.87	\$4,342.57	\$5,428.36
S2-2	Annual	\$70,924.88	\$112,906.83	\$141,137.38
	Biweekly	\$2,727.88	\$4,342.57	\$5,428.36

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Current as of: 09/27/2024



City of Fort Collins
City of Fort Collins
Pay Plan
Pay Plan Index

Item 20.

TABLE: 2 OPERATIONS

OPERATIONS & SKILLED TRADE

		<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>
O1-2	Annual	\$39,801.78	\$112,906.83	\$141,137.38
	Biweekly	\$1,530.84	\$4,342.57	\$5,428.36
O2-2	Annual	\$43,781.85	\$112,906.83	\$141,137.38
	Biweekly	\$1,683.92	\$4,342.57	\$5,428.36
O3-2	Annual	\$48,160.65	\$112,906.83	\$141,137.38
	Biweekly	\$1,852.33	\$4,342.57	\$5,428.36
O4-2	Annual	\$52,977.13	\$112,906.83	\$141,137.38
	Biweekly	\$2,037.58	\$4,342.57	\$5,428.36
O5-2	Annual	\$58,274.33	\$112,906.83	\$141,137.38
	Biweekly	\$2,241.32	\$4,342.57	\$5,428.36
O6-2	Annual	\$64,101.45	\$112,906.83	\$141,137.38
	Biweekly	\$2,465.44	\$4,342.57	\$5,428.36

PROFESSIONAL

		<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>
P1-2	Annual	\$49,405.00	\$112,906.83	\$141,137.38
	Biweekly	\$1,900.19	\$4,342.57	\$5,428.36
P2-2	Annual	\$56,141.30	\$112,906.83	\$141,137.38
	Biweekly	\$2,159.28	\$4,342.57	\$5,428.36

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Current as of: 09/27/2024



City of Fort Collins
City of Fort Collins
Pay Plan
Pay Plan Index

Item 20.

TABLE: 3 SCIENCES & ENGINEERING, TECHNOLOGY

ADMINISTRATIVE

		<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>
A4-3	Annual	\$49,513.65	\$61,893.60	\$74,271.50
	Biweekly	\$1,904.37	\$2,380.52	\$2,856.60
A5-3	Annual	\$54,465.43	\$68,082.55	\$81,699.68
	Biweekly	\$2,094.82	\$2,618.56	\$3,142.30
A6-3	Annual	\$59,912.28	\$74,891.63	\$89,868.93
	Biweekly	\$2,304.32	\$2,880.45	\$3,456.50

MANAGERIAL

		<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>
M1-3	Annual	\$90,414.23	\$120,554.35	\$150,691.40
	Biweekly	\$3,477.47	\$4,636.71	\$5,795.82
M2-3	Annual	\$103,978.05	\$138,635.35	\$173,295.73
	Biweekly	\$3,999.16	\$5,332.13	\$6,665.22
M3-3	Annual	\$119,573.43	\$159,431.58	\$199,289.73
	Biweekly	\$4,598.98	\$6,131.98	\$7,664.99
S1-3	Annual	\$69,186.48	\$92,250.00	\$115,311.48
	Biweekly	\$2,661.02	\$3,548.08	\$4,435.06
S2-3	Annual	\$78,621.60	\$104,828.80	\$131,036.00
	Biweekly	\$3,023.91	\$4,031.88	\$5,039.85

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City of Fort Collins
City of Fort Collins
Pay Plan
Pay Plan Index

Item 20.

TABLE: 3 SCIENCES & ENGINEERING, TECHNOLOGY

OPERATIONS & SKILLED TRADE

		<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>
O1-3	Annual	\$39,877.63	\$49,845.75	\$59,810.80
	Biweekly	\$1,533.75	\$1,917.14	\$2,300.42
O2-3	Annual	\$44,303.58	\$55,384.85	\$66,466.13
	Biweekly	\$1,703.98	\$2,130.19	\$2,556.39
O3-3	Annual	\$50,215.78	\$62,769.98	\$75,328.28
	Biweekly	\$1,931.38	\$2,414.23	\$2,897.24
O4-3	Annual	\$55,782.55	\$69,743.05	\$83,685.10
	Biweekly	\$2,145.48	\$2,682.43	\$3,218.66
O5-3	Annual	\$62,090.40	\$77,482.83	\$92,990.05
	Biweekly	\$2,388.09	\$2,980.11	\$3,576.54

PROFESSIONAL

		<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>
P1-3	Annual	\$66,211.93	\$88,281.20	\$110,352.53
	Biweekly	\$2,546.61	\$3,395.43	\$4,244.33
P2-3	Annual	\$75,240.13	\$100,319.83	\$125,399.53
	Biweekly	\$2,893.85	\$3,858.45	\$4,823.06
P3-3	Annual	\$85,501.40	\$114,001.53	\$142,499.60
	Biweekly	\$3,288.52	\$4,384.67	\$5,480.75
P4-3	Annual	\$97,159.75	\$129,545.65	\$161,930.53
	Biweekly	\$3,736.91	\$4,982.53	\$6,228.10

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City of Fort Collins
City of Fort Collins
Pay Plan
Pay Plan Index

Item 20.

TABLE: 4 HUMAN RESOURCES, FINANCE & ACCTG, CUSTOMER SERVICE, ADMINISTRATION, MARKETING, LEGAL

ADMINISTRATIVE

		<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>
A2-4	Annual	\$36,803.65	\$46,005.08	\$55,205.48
	Biweekly	\$1,415.53	\$1,769.43	\$2,123.29
A3-4	Annual	\$40,892.38	\$51,115.73	\$61,339.08
	Biweekly	\$1,572.78	\$1,965.99	\$2,359.20
A4-4	Annual	\$45,436.20	\$56,795.25	\$68,154.30
	Biweekly	\$1,747.55	\$2,184.43	\$2,621.32
A5-4	Annual	\$49,979.00	\$62,475.80	\$74,969.53
	Biweekly	\$1,922.27	\$2,402.92	\$2,883.44
A6-4	Annual	\$54,977.93	\$68,721.13	\$82,466.38
	Biweekly	\$2,114.54	\$2,643.12	\$3,171.78

MANAGERIAL

		<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>
M1-4	Annual	\$81,360.40	\$108,478.83	\$135,600.33
	Biweekly	\$3,129.25	\$4,172.26	\$5,215.40
M2-4	Annual	\$93,564.05	\$124,751.73	\$155,940.43
	Biweekly	\$3,598.62	\$4,798.14	\$5,997.71
M3-4	Annual	\$107,597.33	\$143,465.15	\$179,332.98
	Biweekly	\$4,138.36	\$5,517.89	\$6,897.42
S1-4	Annual	\$56,419.08	\$75,220.65	\$94,023.25
	Biweekly	\$2,169.96	\$2,893.10	\$3,616.28
S2-4	Annual	\$64,106.58	\$86,505.90	\$106,850.10
	Biweekly	\$2,465.64	\$3,327.15	\$4,109.62

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City of Fort Collins
City of Fort Collins
Pay Plan
Pay Plan Index

Item 20.

TABLE: 4 HUMAN RESOURCES, FINANCE & ACCTG, CUSTOMER SERVICE, ADMINISTRATION, MARKETING, LEGAL

OPERATIONS & SKILLED TRADE

		<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>
O3-4	Annual	\$40,551.05	\$50,689.33	\$60,826.58
	Biweekly	\$1,559.66	\$1,949.59	\$2,339.48
O4-4	Annual	\$45,056.95	\$56,321.70	\$67,585.43
	Biweekly	\$1,732.96	\$2,166.22	\$2,599.44

PROFESSIONAL

		<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>
P1-4	Annual	\$54,671.45	\$72,894.93	\$91,118.40
	Biweekly	\$2,102.75	\$2,803.65	\$3,504.55
P2-4	Annual	\$62,126.28	\$82,834.35	\$103,544.48
	Biweekly	\$2,389.47	\$3,185.94	\$3,982.48
P3-4	Annual	\$70,600.98	\$94,130.88	\$117,661.80
	Biweekly	\$2,715.42	\$3,620.42	\$4,525.45
P4-4	Annual	\$80,217.53	\$106,966.95	\$133,707.15
	Biweekly	\$3,085.29	\$4,114.11	\$5,142.58

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Current as of: 09/27/2024



City of Fort Collins
City of Fort Collins
Pay Plan
Pay Plan Index

Item 20.

TABLE: 5 PROTECTIVE SERVICES (non-CBU)

ADMINISTRATIVE		MINIMUM	MIDPOINT	MAXIMUM
A2-5	Annual	\$44,131.38	\$55,156.28	\$66,196.55
	Biweekly	\$1,697.36	\$2,121.40	\$2,546.02
A3-5	Annual	\$49,030.88	\$61,286.80	\$73,540.68
	Biweekly	\$1,885.80	\$2,357.18	\$2,828.49
A4-5	Annual	\$53,930.38	\$67,414.25	\$80,896.08
	Biweekly	\$2,074.25	\$2,592.86	\$3,111.39
A5-5	Annual	\$61,631.20	\$77,035.93	\$92,440.65
	Biweekly	\$2,370.43	\$2,962.92	\$3,555.41
A6-5	Annual	\$67,800.68	\$84,739.83	\$101,691.28
	Biweekly	\$2,607.72	\$3,259.22	\$3,911.20
MANAGERIAL		MINIMUM	MIDPOINT	MAXIMUM
M1-5	Annual	\$74,631.28	\$99,508.03	\$124,384.78
	Biweekly	\$2,870.43	\$3,827.23	\$4,784.03
M2-5	Annual	\$87,800.48	\$117,068.33	\$146,334.13
	Biweekly	\$3,376.94	\$4,502.63	\$5,628.24
M3-5	Annual	\$105,362.83	\$140,480.35	\$175,597.88
	Biweekly	\$4,052.42	\$5,403.09	\$6,753.76
S1-5	Annual	\$52,934.08	\$70,576.38	\$88,220.73
	Biweekly	\$2,035.93	\$2,714.48	\$3,393.10
S2-5	Annual	\$60,150.08	\$80,200.10	\$100,252.18
	Biweekly	\$2,313.46	\$3,084.62	\$3,855.85

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City of Fort Collins
City of Fort Collins
Pay Plan
Pay Plan Index

Item 20.

TABLE: 5 PROTECTIVE SERVICES (non-CBU)

		<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>
OPERATIONS & SKILLED TRADE				
O2-5	Annual	\$39,699.28	\$49,624.35	\$59,549.43
	Biweekly	\$1,526.90	\$1,908.63	\$2,290.36
O3-5	Annual	\$44,109.85	\$55,137.83	\$66,164.78
	Biweekly	\$1,696.53	\$2,120.69	\$2,544.80
O4-5	Annual	\$49,011.40	\$61,264.25	\$73,517.10
	Biweekly	\$1,885.05	\$2,356.32	\$2,827.58
PROFESSIONAL				
P1-5	Annual	\$54,264.53	\$72,346.55	\$90,437.80
	Biweekly	\$2,087.10	\$2,782.56	\$3,478.38
P2-5	Annual	\$60,769.18	\$81,027.28	\$101,281.28
	Biweekly	\$2,337.28	\$3,116.43	\$3,895.43
P3-5	Annual	\$68,060.00	\$90,750.43	\$113,439.83
	Biweekly	\$2,617.69	\$3,490.40	\$4,363.07
P4-5	Annual	\$102,742.93	\$136,971.78	\$171,228.30
	Biweekly	\$3,951.65	\$5,268.15	\$6,585.70

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Current as of: 09/27/2024

File Attachments for Item:

21. Resolution 2024-127 Supporting a Grant Application for Peace Officers Behavioral Health Support Funding for Fort Collins Police Services.

The purpose of this item is to obtain support to apply for grant funds for the Police Services' Office of Human Services.

November 4, 2024

AGENDA ITEM SUMMARY

City Council



STAFF

Rob Seals, Police Psychologist, Police Services
Kerri Ishmael, Senior Analyst, Grants Administration

SUBJECT

Resolution 2024-127 Supporting a Grant Application for Peace Officers Behavioral Health Support Funding for Fort Collins Police Services.

EXECUTIVE SUMMARY

The purpose of this item is to obtain support to apply for grant funds for the Police Services' Office of Human Services.

STAFF RECOMMENDATION

Staff recommends adoption of the Resolution.

BACKGROUND / DISCUSSION

Police Services' Office of Human Services provides behavioral health support to police officers through a Police Psychologist. The model of a single embedded professional expert in providing such services has been in existence for the last thirty-five years. Considering the increase in number of police officers combined with changes in the socio-cultural environment for law enforcement, increased work stressors, and continued development of programs and practice standards for managing the psychological health of police officers, Police Services has a gap in providing current services to both police officers and their family members.

To fill the gap in the service offerings needed, Police Services has been searching for funding opportunities in support of a full-time Mental Health Counselor to provide psychological services for Police Services staff and their family members. This full-time position would work under the direction of the current Police Psychologist to provide counseling, crisis intervention services, and mental health education and training.

Considering the beneficial impact the Mental Health Counselor serves to provide Police Services staff, in collaboration with the Police Psychologist, the City is pursuing funding through the Colorado Department of Local Affairs (DOLA) FY2024-2025 Peace Officers Behavioral Health Support and Community Partnerships Grant Program. The DOLA grant program supports law enforcement agencies in providing funding for: 1) counseling services for police officers and their family members; 2) training and educational programs that teach about the systems of job-related mental trauma, and how to prevent and treat such trauma; and 3) peer support programs.

The proposed request for funds will support having the services of the Mental Health Counselor for two years, along with yearly training.

CITY FINANCIAL IMPACTS

Support of Police Services applying to this DOLA grant program does not impact City finances. If the grant is awarded, the City will serve as the fiscal agent for the grant funds and will seek appropriation of such grant funds from City Council.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

1. Resolution for Consideration

RESOLUTION 2024-127
OF THE COUNCIL OF THE CITY OF FORT COLLINS
SUPPORTING A GRANT APPLICATION FOR PEACE OFFICERS
BEHAVIORAL HEALTH SUPPORT FUNDING FOR FORT
COLLINS POLICE SERVICES

A. Fort Collins Police Services (“FCPS”) is applying for a grant through the Peace Officers Behavioral Health Support and Community Partnerships Grant Program (“Program”) from the State of Colorado Department of Local Affairs (“DOLA”) to fund hiring a Mental Health Counselor to provide psychological services for police officers and their family members (“Counselor”).

B. As part of the Program grant application process, DOLA requires that the governing body of any entity applying for grant funds pass a resolution to show that it is aware of and supports the application.

C. The City would not be required to provide any matching funds if awarded this grant.

D. The Program supports law enforcement agencies in providing funding for various programs, including: (1) counseling services for police officers and their family members; (2) training and educational programs that teach about the systems of job-related mental trauma, and how to prevent and treat such trauma; and (3) peer support programs for peace officers.

E. The total amount of grant money to be dispersed statewide by DOLA amongst applicant agencies is approximately \$1,700,000 for fiscal year (“FY”) 2024-2025 Program funding.

F. Currently, FCPS’ Office of Human Services provides behavioral health support to police officers through a Police Psychologist.

G. FCPS recognizes that a single provider no longer supports the needs of its police officers in light of the changes in the socio-cultural environment for law enforcement and the increased work stressors.

H. The grant money would allow FCPS to hire a Counselor who would work under the direction of the current Police Psychologist to provide counseling, crisis intervention services, and mental health education and training.

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

Section 1. The City Council hereby supports the City’s FY 2024-2025 application for a grant through the Program from DOLA to fund the hiring of a Counselor.

Section 2. If the grant is awarded, the City Council supports the hiring of a Counselor.

Passed and adopted on November 4, 2024.

Mayor

ATTEST:

City Clerk

Effective Date: November 4, 2024
Approving Attorney: Sara Arfmann

File Attachments for Item:

22. Resolution 2024-128 Adopting the City's 2025-2026 Legislative Policy Agenda.

The purpose of this item is to consider the City's 2025-2026 Legislative Policy Agenda. Each year the Legislative Review Committee develops a legislative agenda to assist in the formation, analysis, and advocacy of pending legislation and regulation. The Legislative Policy Agenda is used as a guide by Council and staff to determine positions on legislation and regulation under consideration at the state and federal levels and as a general reference for state legislators and the City's congressional delegation.

Creating a 2-year policy agenda is intended to better align with the state representative terms and selection of Legislative Review Committee members.

November 4, 2024



AGENDA ITEM SUMMARY

City Council

STAFF

Ginny Sawyer, Project and Policy Manager
Tyler Marr, Deputy City Manager

SUBJECT

Resolution 2024-128 Adopting the City's 2025-2026 Legislative Policy Agenda.

EXECUTIVE SUMMARY

The purpose of this item is to consider the City's 2025-2026 Legislative Policy Agenda. Each year the Legislative Review Committee develops a legislative agenda to assist in the formation, analysis, and advocacy of pending legislation and regulation. The Legislative Policy Agenda is used as a guide by Council and staff to determine positions on legislation and regulation under consideration at the state and federal levels and as a general reference for state legislators and the City's congressional delegation.

Creating a 2-year policy agenda is intended to better align with the state representative terms and selection of Legislative Review Committee members.

STAFF RECOMMENDATION

Staff recommends adoption of the Resolution.

BACKGROUND / DISCUSSION

The Legislative Policy Agenda (LPA) is a guiding document meant to highlight our home rule status and reflect issues that affect the quality of life and governance of our community. It also reflects strategic goals of the City and areas of specific focus based on recent Council and staff policy efforts. It is used as a guide by Council and staff to determine positions on pending or introduced legislation, and as a general reference for residents, community organizations, state legislators, and members of Congress.

The Legislative Policy Agenda also refers to the City's partners in the legislative space, which include the Colorado Municipal League, the National League of Cities, the Colorado Association of Municipal Utilities, and Colorado Communities for Climate Action.

The attached updated LPA was developed with direction from Council and input from City staff, then reviewed by the Legislative Review Committee (LRC), which is currently comprised of Councilmembers Canonico, Ohlson, and Pignataro.

Both clean and redlined versions are attached. Once adopted, the Communications and Public Involvement Office will format and design into a polished document for limited printing and placement on fcgov.com. LRC recommended changes to the draft Legislative Policy Agenda at its October 15, 2024, meeting noted below in red:

- Updating of bullets in the AIR QUALITY section including the addition of:
 - *Supports development and implementation of targeted ozone reduction strategies, including seasonal emission budgets for major polluters.*
 - *Supports measures to reduce emissions from industrial sources, regional oil and gas operations and gas-powered vehicles and equipment, particularly in non-attainment areas.*
 - *Supports strengthening fuel efficiency standards for internal combustion engine vehicles, and policies that promote their replacement **with zero- and low-emission vehicles (e.g., electric or hydrogen)** and the development of appropriate **charging/fueling** infrastructure.*
- Confirmed and clarified language in the HOUSING section:
 - *Supports **stronger amendments to** construction defect laws to promote the construction of owner-occupied attached housing.*
 - *Supports exploring expansion of the Mobile Home Act to address rent pad stabilization, transparency in utility billing, adequate maintenance of water and wastewater infrastructure, access to safe drinking water, and other livability issues.*
 - *Supports continued funding and expansion of programs for eviction and foreclosure prevention, **including provision of free legal assistance** and adopting a statewide right to counsel for residents facing eviction or foreclosure.*
- Section on Oil & Gas has been updated to include DEEP GEOTHERMAL AND CARBON STORAGE:
 - *Fort Collins residents have expressed continuing concern about the human and environmental impacts from **regional** oil and gas development, particularly in relation to local air quality, public health, and the protection of natural resources. With the Colorado Energy and Carbon Management Commission (ECMC) now expanding its regulatory authority to include deep geothermal operations and potential carbon storage in deep wells (Class VI wells), these concerns are increasingly relevant to a broader range of subsurface resource management activities. Additionally, **there is concern** over transported emissions from oil and gas operations outside of City limits that contribute to local ozone formation.*
- In PUBLIC SAFETY section:
 - *Added a bullet related to a bill the City is initiating: **Supports the establishment of the City's right to enforce municipal codes on City property that may lie outside the City's official geographic borders.***
 - *Added a bullet to articulate policing issues, particularly downtown: **Supports legislative action that deters the illegal sale, possession, and use of narcotics in public spaces.***
- RECYCLING AND SOLID WASTE REDUCTION section contains a few updates including:
 - ***Opposes mixed waste processing for municipal solid waste and only supports utilizing clean waste-to-energy technology for processing materials that are not re-usable, recyclable, or compostable.***
 - *Supports incentives and funding for programs that promote waste **and plastic reduction**, reuse and recycling, and development of related infrastructure.*
- Confirmed with staff that the following statement, under SMALL BUSINESS SUPPORT, can be removed:
 - *Supports efforts to reduce the cost of food delivery for small businesses by managing third-party delivery fees and encouraging statewide licensing of these service providers.*

- Removal of statements that have been addressed through legislation.
 - *Supports the equitable distribution of sales tax collections on e-commerce transactions.*
 - *Supports de minimus exemptions to Verification of lawful presence CO ST § 24-76.5-103 by adding a new section (3)(f) to the State law that exempts the City from following the verification process for any particular local public benefit that is valued at less than \$500.00, or that is not provided directly to the beneficiary by the City.*

CITY FINANCIAL IMPACTS

None.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

The Legislative Review Committee reviewed and recommended changes and updates to a draft Legislative Policy Agenda for the 2025-2026 time frame at its October 15, 2024, meeting. Draft minutes are attached.ne.

PUBLIC OUTREACH

None.

ATTACHMENTS

1. Resolution for Consideration
2. Exhibit A to Resolution
3. Legislative Policy Agenda (redlined)
4. Legislative Review Committee Minutes, October 15, 2024

RESOLUTION 2024-128
OF THE COUNCIL OF THE CITY OF FORT COLLINS
ADOPTING THE CITY'S 2025-2026 LEGISLATIVE POLICY
AGENDA

A. State and federal legislation may impact the citizens of Fort Collins, affecting their quality of life.

B. Such state and federal legislation may also influence or impact the operations of municipal governments, including the City.

C. The City has an interest in providing input on proposed legislation.

D. Councilmembers and City staff are asked to state the City's policy position on legislation.

E. In addition, on occasion the City has an interest in providing input on proposed county, state and federal regulations.

F. The 2025-2026 Legislative Policy Agenda has been updated to reflect the current status of issues of interest and:

- Added statements in support of targeted ozone reduction and emission reductions to the "Air Quality" section;
- Added statements in support of strategies setting greenhouse gas reduction targets, and planning for wildfire, extreme heat, flooding and other events related to human-caused climate disruption to the "Climate" section;
- Clarified language in the "Finance" section to support protections for governmental entities' investment options;
- Added a statement in opposition to state mandates on qualifications of inspection staff to the "Integrated Land Use, Transportation Planning, and Development Review" section;
- Renamed the "Oil and Gas" section to "Subsurface Resource Management: Oil and Gas, Deep Geothermal and Carbon Storage," changed the introduction and added statements supporting local authority to regulate subsurface resource management activities, reclamation and ongoing assessment of oil and gas wells, and expansion of the allocation of tax and fee revenue to impacted jurisdictions.
- Added a statement in support of distributing funding awarded, both regionally and locally, from national opioid abatement settlements to support prevention, harm reduction treatment, and criminal diversion programs to the "Public Health" section;
- Added statements in support of granting the City the right to enforce municipal codes on City property that is outside City boundaries and deterring the illegal sale, possession and use of narcotics in public spaces to the "Public Safety" section;

- Changed the introduction and clarified language in the “Recycling and Solid Waste” section to support more effectively planning and managing waste, compost, salvaging and recycling valuable materials and added a statement in opposition to mixed waste processing for municipal solid waste;
- Clarified language in the “Transportation Investment” section regarding reductions to the Highway User Tax Fee and added a statement in support of funding to provide asset management for transportation assets;
- Added a statement in support of providing clarity, stability and predictability to property taxation formulas and policies to the “Urban Renewal and Downtown Development” section;
- Changed the introduction and added statements to the “Water, Wastewater, and Stormwater” section in support of protecting Colorado’s prior appropriation doctrine, regulations that establish and responsibility for generators of emerging contaminants, efforts to improve resiliency from flooding, and efforts that allow restoration of natural systems to achieve water quality objectives;
- Removing statements that have been addressed through legislation.

G. The Council’s Legislative Review Committee reviewed the 2025-2026 Legislative Policy Agenda at its October 15, 2024, meeting and recommended Council approve it, as well as consider amendments to the Legislative Policy Agenda referenced in the Agenda Item Summary.

H. Establishing the City’s policy position assists the members of the Legislative Review Committee in their review of, and response to, these matters, and assists City staff in communicating and advocating the City’s policy position on the same.

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

Section 1. The policy statements contained in the attached 2025-2026 Legislative Policy Agenda, along with amendments approved by the City Council, accurately reflect the City’s policies on these issues.

Section 2. The City Council hereby adopts the 2025-2026 Legislative Policy Agenda, as amended, attached hereto as Exhibit “A” and incorporated herein by this reference.

Passed and adopted on November 4, 2024.

Mayor

ATTEST:

City Clerk

Effective Date: November 4, 2024
Approving Attorney: Jenny Lopez Filkins

2025-2026 LEGISLATIVE POLICY AGENDA

ADOPTED NOVEMBER

Table of Contents

- INTRODUCTION..... 3
- CITY OF FORT COLLINS LEGISLATIVE REVIEW COMMITTEE..... 3
- LEGISLATIVE REVIEW PROCESS 4
- HOME RULE AND LOCAL CONTROL 5
- ACCESSIBILITY - ONLINE AND PUBLIC MEETINGS 5
- AIR QUALITY 6
- BEER AND LIQUOR..... 6
- BROADBAND AND CABLE 6
- CHILDCARE 7
- CLIMATE 8
- ELECTIONS 8
- ENERGY..... 8
- FINANCE..... 9
- HAZARDOUS MATERIALS MANAGEMENT 10
- HEALTH CARE..... 10
- HOUSING 10
- HUMAN RESOURCES 11
- IMMIGRATION AND NATIONAL BORDER CONDITIONS 12
- INTEGRATED LAND USE, TRANSPORTATION PLANNING, AND DEVELOPMENT REVIEW 13
- LICENSED SUBSTANCES 13
- MUNICIPAL COURT..... 14
- OIL AND GAS..... 19
- OPEN RECORDS AND DATA MANAGEMENT..... 15
- PARKS, NATURAL AREAS, AND PUBLIC AMENITIES 15
- PUBLIC HEALTH..... 15
- PUBLIC SAFETY 16
- RECYCLING AND SOLID WASTE REDUCTION 17
- RISK MANAGEMENT AND LIABILITY 18
- SMALL BUSINESS SUPPORT 19

TRANSPORTATION INVESTMENT20

URBAN RENEWAL AND DOWNTOWN DEVELOPMENT20

WATER, WASTEWATER, AND STORMWATER.....21

LEGISLATIVE REVIEW COMMITTEE22

LEGISLATIVE STAFF LIAISON MEMBERS **Error! Bookmark not defined.**

INTRODUCTION

Fort Collins is a community of approximately 175,000 residents. Incorporated in 1873, it has grown to become the commercial, educational and cultural hub of Northern Colorado. The City adopted a home rule charter in 1954 and operates under a council-manager form of government.

The City provides exceptional service for an exceptional community and works toward its vision of fostering a thriving and engaged community through its operational excellence and culture of innovation. City leaders seek creative, data-informed solutions to issues facing Fort Collins and are often willing to leverage emerging technologies.

The Fort Collins City Council annually adopts a Policy Agenda ahead of the upcoming Colorado General Assembly session for the purpose of guiding legislators and staff in supporting community goals.

The Policy Agenda is a broad set of policy statements meant to convey positions on issues that affect the community's quality of life and governance. It is structured to address areas of local concern and to also reflect the strategic planning that guides the City's organizational resource allocation and decision-making.

Fort Collins welcomes opportunities to work in partnership to leverage additional resources and participate in regional dialogue to achieve shared outcomes.

The City has identified seven outcome areas to ensure appropriate and effective resource allocation supporting the community's priorities:

- Culture & Recreation
- Economic Health
- Environmental Health
- High Performing Government
- Neighborhood & community Vitality
- Safe Community
- Transportation & Mobility

The Policy Agenda identifies this alignment as it is important for City staff to ensure that advocacy supports specific desired outcomes.

CITY OF FORT COLLINS LEGISLATIVE REVIEW COMMITTEE

The Legislative Review Committee (LRC) is a representative group of Councilmembers that reviews and reacts to proposed legislation on behalf of City Council and the City.

In taking a position on bills, the LRC interprets and applies the various policies that are included in the Legislative Policy Agenda.

Councilmembers presently serving on the Legislative Review Committee are:

- Councilmember Tricia Canonico, Chair
- Councilmember Kelly Ohlson

- Councilmember Julie Pignataro

LEGISLATIVE REVIEW PROCESS

The City of Fort Collins relies heavily on the Legislative Policy Agenda, the Colorado Municipal League, and the Colorado Communities for Climate Action organizations for the majority of bill tracking and identification.

The City currently maintains memberships with the Colorado Municipal League (CML) and Colorado Communities for Climate Action (CC4CA); both groups maintain a full-time presence at the capitol and engage in bill identification and advocacy consistent with their own adopted policy agendas. The City influences both groups' policy agendas and, while not perfectly consistent with the City's, both generally advance and protect the City's interests.

Bills introduced in the Colorado General Assembly or United States Congress and federal, state or county regulations or rule-makings are reviewed by City staff. Bills, regulations and rules that are identified as having a potential impact on the City will be brought to the LRC for discussion. If the LRC adopts a position, staff will convey that information to the appropriate state or federal representative and advocate for the adopted position.

If staff or Councilmembers are contacted regarding letters of support or opposition from CML, CC4CA or representatives, staff will ensure alignment with the LPA and provide a letter signed by the Mayor. If staff or Councilmembers are contacted by lobbyists or other interest groups with requests for letters of support or opposition, no action will be taken unless directed by the LRC.

Due to the time-sensitive nature of the General Assembly, if a bill's subject matter is addressed in this Policy Agenda, staff will proactively work with state and federal representatives to advance the City's position as expressed in this LPA and other Council-adopted plans and policies. Staff will provide regular updates to the LRC and the full City Council regarding bills of consequence to the City and will consult with the LRC regarding bills for which direction under the adopted policy is unclear.

Staff liaisons support the LRC by contributing expertise in various areas of municipal service. The City Attorney's Office also reviews selected bills and may provide confidential legal analysis. Fort Collins also works with community partners to support local projects, and staff collaborates with representatives of other municipalities on mutually held priorities. Fort Collins actively seeks innovative partnerships to leverage positive outcomes for residents.

The City works closely with the Colorado Municipal League (CML) and the National League of Cities (NLC) on many legislative items facing cities. Fort Collins maintains membership with the Colorado Association of Municipal Utilities (CAMU), which represents 29 municipal utilities throughout the state on utility issues, and Colorado Communities for Climate Action (CC4CA), which represents municipalities on climate issues. In addition, Fort Collins actively participates in various trade organizations that represent specific areas of interest to City operations.

2024 LEGISLATIVE POLICY STATEMENTS

HOME RULE AND LOCAL CONTROL

In order to consider and manage local conditions and desires, community issues and needs should be addressed locally. For this reason, home rule authority is of utmost importance to the City of Fort Collins. The City must be free to regulate local activities that primarily impact the area within the City's boundaries, such as the speed of local traffic or the effects of particular land use developments. The City also understands the cumulative effect of these and other activities has statewide ramifications that may call for statewide regulation to effectively manage such things as overall growth and development in the state, water, traffic congestion in major transportation corridors and environmental quality.

Therefore, the City:

1. Supports strengthening and preserving home rule authority of municipal governments.
2. Opposes state or federal intervention in matters of local concern or matters that unnecessarily or adversely affect the City's ability to manage and operate pursuant to its home rule authority.
3. Opposes changes that increase (and supports changes that lessen) the burdens and limits on municipalities associated with public or other government records, public meetings and establishment of ethics standards and procedures, operation of municipal courts, and other matters of municipal operations or authority including added cost burdens.
4. Supports enabling cities to choose the provision of services through private enterprise in a manner that fosters cost effective, sustainable, quality services.
5. Supports local control of the awarding of contracts and the accountability of local officials for those actions.
6. Opposes unfunded mandates that increase the complexity and cost of services.
7. Supports collaborative regional efforts for the benefit of participating communities.

ACCESSIBILITY – ONLINE AND PUBLIC MEETINGS

HIGH PERFORMING GOVERNMENT

The City recognizes the importance of making digital content and public meetings accessible for all. The City is committed to advancing statewide efforts to improve accessibility while believing that such efforts must be practical and achievable for impacted entities.

Therefore, the City:

1. Supports clear definitions for public meetings requiring online accessibility.
2. Supports unified federal standards for web and online accessibility requirements and reasonable timelines to comply after standards and rules are made known, at either the state or federal level.
3. Supports ensuring municipalities' ability to engage vendors to ensure compliance with technology accessibility requirements.
4. Supports allowing local governments to exempt archived documents and allow "safe harbor" while working toward compliance.

AIR QUALITY**ENVIRONMENTAL HEALTH**

The City is committed to protecting human health and the environment through continuous improvements in air quality. This involves a comprehensive approach of measuring, mitigating pollutants and adapting to air quality challenges.

Therefore, the City:

1. Supports programs and policies that improve public health and indoor and outdoor air quality, including attainment of National Ambient Air Quality Standards for ozone.
2. Supports local government authority to improve indoor and outdoor air quality beyond minimum state or federal requirements.
3. Supports implementation of expanded air quality monitoring programs, particularly in disproportionately impacted communities
4. Supports adequate authority and resource at all levels of government to enforce air quality regulations, including increased penalties for repeat violators.
5. Supports development and implementation of targeted ozone reduction strategies, including seasonal emission budgets for major polluters.
6. Supports measures to reduce emissions from industrial sources, regional oil and gas operations and gas-powered vehicles and equipment, particularly in non-attainment areas.
7. Supports strengthening fuel efficiency standards for internal combustion engine vehicles, and policies that promote their replacement with zero- and low-emission vehicles (e.g., electric or hydrogen) and the development of appropriate charging/fueling infrastructure.
8. Supports policies that address both air pollutants and greenhouse gas emissions simultaneously, recognizing their interconnected nature and impacts.

BEER AND LIQUOR**SAFE COMMUNITY**

The City issues and renews liquor licenses, enforces license rules, and holds hearings for liquor license violations.

Therefore, the City:

1. Supports greater local licensing final authority for all types of licensing and related fees (New, Transfers, Modifications, and Manager Registration.)
2. Supports a sharing of accountability of serving violations between license holder and individual server or store clerk.
3. Supports permanent ability for licensees to service alcohol on a temporary/permanent basis in non-contiguous areas.

BROADBAND AND CABLE**ECONOMIC HEALTH**

Reliable, high-speed and affordable access to broadband and cable programming throughout the community remains a priority and a long-term goal for the City to ensure economic vitality and allow equal access for all residents and businesses.

Therefore, the City:

1. Supports maintaining local franchising authority to preserve local governments' ability to negotiate in the public interest for cable channel space; institutional networks; and public, educational and governmental (PEG) programming; and to charge franchise and PEG fees to support local programming and compensate for the use of rights-of-way.
2. Supports allowing communities to offer and/or partner to offer high-speed internet, Wi-Fi and other enhanced telecommunication services to residents, schools, academic institutions and businesses.
3. Opposes restrictions on providing telecommunication services within City-owned facilities and on City property, and related restrictions on the manner in which such services may be financed, funded or structured.
4. Opposes infringement on municipalities' ability to compete in the broadband marketplace.
5. Opposes right-of-way use contrary to existing aesthetic policies and practices, including the addition of any above-ground cabling.
6. Supports revisions to the Colorado Open Meetings Law to allow local jurisdictions that provide or arrange for telecommunications services or facilities to authorize executive sessions for discussion of matters pertaining to competition in the provision of telecommunication services and facilities (such as matters subject to negotiation, strategic planning, pricing, sales and marketing, and development planning), along with any other conforming statutory changes.
7. Supports prioritizing state and federal broadband grants and funding to municipal and co-op broadband operations.

CHILDCARE

ECONOMIC HEALTH, NEIGHBORHOOD LIVABILITY & SOCIAL HEALTH

The City of Fort Collins recognizes the criticality of quality, affordable and accessible childcare for families and businesses in the community. The City's role is to help reduce barriers, increase capacity, leverage assets, identify and respond to childcare needs, and lead by example as an employer.

Therefore, the City:

1. Supports programs and policies that improve the severe shortage of childcare openings with licensed providers, including programs and incentives that promote the expansion of existing childcare centers and development of new centers, particularly those serving low-income families and offering extended hours of operation.
2. Supports regulations that streamline requirements and reduce the complexity and cost of childcare services, including licensing and educational requirements, when those mandates are not clearly benefiting the health and safety of children and the community.
3. Supports increased funding for early childhood education.
4. Supports workforce development in the early care and education field, including scholarships, training programs and simplified credentialing processes.
5. Supports increased and sustainable public subsidization of childcare costs, including proposals to support living wages for providers and those that reduce the cost burden on families.

CLIMATE**ENVIRONMENTAL HEALTH**

In response to the climate emergency, Fort Collins has adopted aggressive greenhouse gas (GHG) emission reduction goals and supports policies and legislation to help achieve the goals and outcomes of, Our Climate Future, including commitments to equity and resilience. . Making communities more resilient to disaster and the effects of a changing climate has become more important to Colorado communities in recent years as extreme heat and natural disasters such as wildfires and flooding have caused significant human health issues, loss of life, and property loss.

Therefore, the City:

1. Supports policies that put equity at the center of decision-making to consider systemic inequities in energy and climate impacts, based on race or socioeconomic status, to justly transition and grow a clean energy future.
2. Supports (GHG) emission reduction strategies at all levels of government, including setting reduction targets, climate planning, and mechanisms for data collection to inform GHG inventories.
3. Supports economic, behavioral, and regulatory mechanisms to reduce emissions and enhance resilience in energy, waste reduction, transportation, and water sectors.
4. Supports resilience and adaptation planning policies for wildfire, extreme heat, flooding, and other events related to human-caused climate disruption.
5. Supports protection of the Colorado self-audit law.
6. Supports policies promoting emerging methods of effective atmospheric carbon reduction through proven means.
7. Supports policies that influence investment decisions of public sector resources to reduce GHG emissions and increase community resilience.

ELECTIONS**HIGH PERFORMING GOVERNMENT**

The City of Fort Collins conducts municipal elections and special elections as required by the citizen (or Council) initiative process. The City is committed to conducting a clear, legal and trustworthy elections process.

Therefore, the City:

1. Supports all efforts that assist the City in conducting fair and transparent election processes according to the City's adopted procedures.
2. Supports process improvements that encourage voter participation.
3. Supports additional mechanisms to prevent election tampering through increased cybersecurity around election data and the election processes.

ENERGY**ECONOMIC HEALTH, ENVIRONMENTAL HEALTH**

Through its municipally owned electric utility, the City is committed to providing affordable,

reliable and clean energy services to residents and businesses, as described in the Our Climate Future plan. Energy issues extend beyond electricity to also encompass the community's use of natural gas and petroleum.

Therefore, the City:

1. Supports efforts that promote energy affordability in general for residents, businesses and institutions and specifically for households with high energy bill burdens.
2. Supports efforts that promote safety in the generation, transmission and distribution of energy.
3. Supports efforts and incentives that promote energy efficiency, conservation, distributed energy resources, electrification and grid flexibility.
4. Supports opportunities for local economic activities related to energy efficiency, clean energy production and utility operations.
5. Supports initiatives to reduce or eliminate natural gas and petroleum use via beneficial electrification for thermal and transportation needs.
6. Supports initiatives that reduce barriers to coordinated integrated planning for energy supply and demands.
7. Supports state and federal funding for resilience efforts to mitigate potential energy- and climate-related disruptions.
8. Supports implementation of the state's Clean Energy Plans to reduce emissions from electricity statewide while considering reliability, affordability and regulatory roles.
9. Opposes attempts to prevent or inhibit provision of municipal electric service in newly annexed areas.
10. Supports smart grid technology adoption and grid modernization.
11. Supports minimizing the environmental impacts of energy production, reducing fossil fuel generated electricity and eliminating the use of coal.
12. Supports efforts that promote the development of regional electricity markets.
13. Supports the local determination of electric rates and distributed resources credits that balance the impacts to participants and non-participants to create a robust local renewable generation system.

FINANCE

ECONOMIC HEALTH, HIGH PERFORMING GOVERNMENT

Strong fiscal planning, prudent debt management and investment policies, and preservation of the City's revenue base are vital in maintaining and improving the City's financial health.

Considering the known impacts of legislation on the City's business community can help foster a stronger tax base and retain a strong quality of life.

Therefore, the City:

1. Supports expanding municipal authority to establish alternative funding mechanisms, including financing tools such as public improvement fees (PIF) and certificates of participation (COP).
2. Supports increased funding for K-12 and higher education, specifically Colorado State University and Front Range Community College.

3. Encourages the equitable treatment and continued simplification of sales and use taxes to residents and corporations residing or doing business in Colorado by limiting exemptions.
4. Opposes efforts that inhibit the City's ability and authority to increase its revenue base (i.e., sales, use and property taxes).
5. Supports protections that do not unnecessarily restrict the investments of government entities in instrumentation nor in custodial relationships with banks or credit unions.
6. Supports programs that provide economic assistance to organizations and individuals impacted by emergencies.

HAZARDOUS MATERIALS MANAGEMENT

SAFE COMMUNITY, ENVIRONMENTAL HEALTH

It is an important concern of the City to safeguard Fort Collins' health and environmental safety by reducing risks from the unauthorized release of hazardous materials or hazardous waste.

Therefore, the City:

1. Supports strengthening the enforcement of hazardous materials regulations.
2. Supports increasing diversion of hazardous waste from landfills.
3. Supports local governments' ability and authority to review and approve locations of facilities that use or store hazardous materials or hazardous waste.

HEALTH CARE

NEIGHBORHOOD LIVABILITY & SOCIAL HEALTH, ECONOMIC HEALTH, HIGH PERFORMING GOVERNMENT

The City recognizes that the rapidly increasing cost of health care and health insurance is a barrier to real wage growth, equitable health outcomes, and economic gains among many Fort Collins residents. The City further recognizes that employer-sponsored health care and varying state regulations that are not consistent across the United States have resulted in the system we have today.

Therefore, the City:

1. Supports health care policy that provides single-payer, not-for-profit health care to all residents.
2. Supports the portability of health care plans across employers and state lines.
3. Supports health care policies that end the practice in the United States of employers being the primary source of health insurance for residents.
4. Supports policies that allocate costs to individuals and their families proportional to their ability to pay.

HOUSING

NEIGHBORHOOD LIVABILITY & SOCIAL HEALTH

The City recognizes that the affordability and availability of quality housing is critical to a vibrant and diverse community. The City's Housing Strategic Plan establishes a housing-first community vision that everyone has stable, healthy housing they can afford.

Therefore, the City:

1. Supports enhancing funding for affordable housing throughout Colorado, including expanding the state Low Income Housing Tax Credit program and providing funding for affordable for-sale homes, but not increases to unrelated fees.
2. Supports legislation that would enable an affordable housing right of first refusal to encourage local government and partner acquisition of multifamily properties for the purpose of long-term affordable housing.
3. Supports increasing local governments' ability to regulate, manage or generate alternative sources of funding for affordable housing, including public-private partnerships.
4. Supports amendments to construction defect laws to promote the construction of owner-occupied attached housing.
5. Supports creating an adequate supply of housing for all income levels and continued public- and private-sector support for these efforts.
6. Supports exploring expansion of the Mobile Home Act to address rent pad stabilization, transparency in utility billing, adequate maintenance of water and wastewater infrastructure, access to safe drinking water, and other livability issues.
7. Supports continued funding and expansion of programs for eviction and foreclosure prevention, including provision of free legal assistance and adopting a statewide right to counsel for residents facing eviction or foreclosure.
8. Supports consideration of incentives and/or requirements to encourage land use reforms that will increase housing supply statewide, particularly through eliminating zoning barriers to accessible, healthy, affordable housing (e.g., increased density, accessory dwelling units, conversion of existing buildings to housing).
9. Supports policies that intentionally link transportation funding and housing funding so that investment is prioritized where there is policy alignment between multimodal infrastructure and transit-supportive housing densities.
10. Supports funding and regional support for housing-first approaches to homelessness including housing coordination and placement, rapid rehousing and supportive services (e.g., rental assistance, utility assistance, case management) to assist with housing retention and stability.

HUMAN RESOURCES

HIGH PERFORMING GOVERNMENT

The City of Fort Collins is committed to the health, safety and wellbeing of its employees. The City works diligently to be efficient and responsible stewards of tax dollars, ensuring that employee compensation and benefits are meaningful, equitable, market-based and competitive. The City believes that its residents, through their elected representatives on City Council, are in the best position to determine appropriate City employee compensation, benefits, appeal rights related to disciplinary action and policies.

Therefore, the City:

1. Supports the City's ability and authority to make decisions on employment issues, including collective bargaining, arbitration, compensation, appeal rights related to disciplinary action and benefits to further an equitable work environment.
2. Supports the development and expansion to the City's ability to determine how best to

manage employee health and benefit programs.

3. Supports current state funding levels for police officers' and dispatchers' death and disability benefits made available by Fire & Police Pension Association of Colorado.
4. Opposes proposals that would allow employees and/or retirees with defined contribution or deferred plans to move into defined benefit plans if there is a cost to local government.
5. Opposes proposals that would limit the City's ability to test job applicants for presence of alcohol or controlled substances or employees at work for impairment due to consumption of alcohol, marijuana, or other controlled substances or to set limits related to such testing.
6. Opposes proposals that expand Colorado and federal anti-discrimination protections to allow individuals other than employees to file claims against public entities for violations, that expand the definition of "hostile work environment" beyond current state and federal protections, or that waive a public entity's sovereign immunity in an action for injuries resulting from a discrimination or unfair employment practice claim brought pursuant to Colorado anti-discrimination law.
7. Opposes proposals that require a municipality to collectively bargain with its employees in conflict with a home rule municipality's authority.

IMMIGRATION AND NATIONAL BORDER CONDITIONS

NEIGHBORHOOD LIVABILITY & SOCIAL HEALTH, SAFE COMMUNITY, HIGH PERFORMING GOVERNMENT

The City recognizes that federal issues pertaining to civil rights at the United States' borders, and immigration law more broadly, have wide impacts that can directly impact the day-to-day life of Fort Collins residents. It can also impact those residents' willingness and comfort with engaging with local public safety agencies and other key service providers.

Therefore, the City:

1. Supports the humane treatment of persons who are detained by Immigration Officials and the rapid resolution of legal proceedings to determine their status.
2. Supports pathways to legal immigration into the United States that are sustainable in the long term, including removing financial barriers and increasing access to legal services.
3. Supports regulations and laws that support the use of employment eligibility verification by employers.
4. Supports the 2011 ICE memorandum on "sensitive locations" limiting its immigration enforcement actions and arrests at the following locations so as to preserve the health, safety and education of all residents:
 - a. Hospitals;
 - b. Schools and scholastic bus stops (preschools, primary schools, secondary schools, post-secondary schools, colleges and universities, and other learning institutions such as vocational or trade schools);
 - c. Churches, synagogues, mosques, or other institutions of worship, such as buildings rented for the purpose of religious services;
 - d. The site of a funeral, wedding, or other public religious ceremony; and
 - e. Public demonstrations, such as a march, rally, or parade.

5. Supports regulations and laws that add wage and labor protection requirements for workers currently excluded from minimum wages and overtime protections, breaks, and mandatory rest days.
6. Supports local control over how state and federal funding for healthcare, affordable housing and food security is allocated to meet the needs of all residents and their families regardless of immigration status.

**INTEGRATED LAND USE, TRANSPORTATION PLANNING, AND DEVELOPMENT REVIEW
ECONOMIC HEALTH, NEIGHBORHOOD LIVABILITY & SOCIAL HEALTH**

City Plan and the Transit Master Plan guide the City's long-term decisions on land use and transportation investments and regulations. Fort Collins uses tools such as land use and building code, and well-established development review processes.

Therefore, the City:

1. Supports requirements for comprehensive land use planning that organizes and directs growth to achieve stated community vision, policies and goals.
2. Supports policies, standards or programs that require the analysis of public health, sustainability and equity in land use planning and regulation.
3. Supports local governments' ability to obtain financial compensation for additional work of inspectors through fees or other means.
4. Opposes any unfunded state-mandated review, permitting or inspection requirements.
5. Supports local governments' authority to determine zoning, development review, building and inspection standards, procedures and timelines.
6. Encourages regional cooperation in land use, transportation planning, utility and water resource planning and fostering sustainable development. Supports intergovernmental agreements between a municipality and a county to establish boundaries and annexation of a GMA and prohibit any outside parties to annex said GMA.
7. Supports municipal discretion concerning the imposition of building and development fees and requirements.
8. Supports retaining and/or increasing local authority related to the siting, design and regulation of wireless telecommunication facilities, including both small cell and macro sites.
9. Supports local adoption of building and other related codes, including addition of local amendments needed to safeguard public health and safety by regulating building construction, structural strength, sanitation, light, ventilation and energy conservation.
10. Supports local control and regulation of Building Department staff, including qualifications of building inspectors performing plumbing and electrical inspections.
11. Opposes state mandates on the qualifications of inspection staff throughout municipal services.

LICENSED SUBSTANCES

SAFE COMMUNITY

State and local municipalities address licensing and regulations regarding the cultivation, sale, and use of tobacco, cannabis, and natural medicine and there are additional substances considered every year (hemp intoxicants, Kratom, etc.) The City has and will have a continued

interest in managing these licensed substances in a manner that balances the needs and desires of the community.

Therefore, the City:

1. Supports communities' ability to raise necessary funds to maintain public safety and enforce licensed substances and related products possession laws.
2. Supports additional state licensed substances enforcement resources, especially for field enforcement.
3. Opposes under-21 access to marijuana and natural medicine and supports increasing penalties to those supplying to underage individuals.
4. Supports greater education and research on the harmful effects of high concentrate THC and transparency in the spending of dedicated marijuana education dollars.
5. Supports local opt-in provisions regarding new permits and/or licenses or other licensed substance related activities allowed under state law.
6. Supports further development of laws and regulations to stop the proliferation of gray- and black-market licensed substances while coordinating with the federal level to help address safety through research and legal banking, and to reduce conflict between Colorado and federal laws.
7. Supports statewide efforts to enforce retail tobacco sales compliance as well as prohibiting the sale of intoxicating hemp and THC products to minors.
8. Supports legislation that greatly reduces or eliminates the incidence of smoking and vaping. Specific measures may include the elimination of flavored vaping cartridges, statewide retail licensing for tobacco and vaping products, and identical treatment of vaping and e-cigarette products to traditional forms of tobacco.

MUNICIPAL COURT

SAFE COMMUNITY, HIGH PERFORMING GOVERNMENT

The Fort Collins Municipal Court is responsible for administering the operations of the judicial branch of City government according to the City Charter and ordinances adopted by City Council. Cases adjudicated in Municipal Court include traffic violations, misdemeanors, civil infractions and civil cases. Generally, cases are brought to Municipal Court by Fort Collins Police Services, Colorado State University Police Department, Animal Control, other City departments, and private residents.

Therefore, the City:

1. Opposes limitations on the authority of municipalities to enforce their own ordinances in municipal courts and increased procedural requirements or limitations on municipal court proceedings, such as limitations on bonding requirements related to municipal court warrants and sentencing options and supports elimination of requirements impinging on municipal court authority and discretion.
2. Opposes the imposition of state surcharges on municipal court fines for the purpose of funding state programs.
3. Opposes any unfunded mandates imposed on municipal courts by the state.

OPEN RECORDS AND DATA MANAGEMENT**HIGH PERFORMING GOVERNMENT**

The City is the collector and keeper of hundreds of datasets and recorded information and is legally bound and responsible for responding to Open Record requests. The City supports transparency and open data initiatives.

Therefore, the City:

1. Supports clear requirements that allow for reasonable requests and timeframes to provide information that is legally available.
2. Opposes mandates that include unrealistic timeframes and requests that require additional staff time with no means to recover costs.
3. Supports cybersecurity efforts that protect the City, consumers and infrastructure.
4. Supports data privacy regulations prohibiting the sharing of residents' data with federal agencies without a court-authorized subpoena, warrant or other valid order.

PARKS, NATURAL AREAS, AND PUBLIC AMENITIES**ENVIRONMENTAL HEALTH, CULTURE & RECREATION**

The City is committed to providing the community with excellent natural areas, parks, recreation facilities, trails, cultural centers and engaging programs. Residents and visitors enjoy improved health, less crime, a higher quality of life and a greater sense of community because of the quality natural areas, parks and recreation programs, and other public spaces.

Therefore, the City:

1. Supports maintaining or enhancing funding for parks, trails, forestry, horticulture, natural areas, cultural centers, and recreation services and facilities.
2. Supports local discretion to use Great Outdoors Colorado and other sources for funding municipal government projects addressing local needs and priorities.
3. Supports equal or greater funding levels of Great Outdoors Colorado grants awarded to municipalities.
4. Supports maintaining or enhancing tax incentives to private landowners for voluntary land conservation.
5. Supports protection of the Cache la Poudre River and local urban streams.
6. Supports programs and funding for equitable access to public space and services.

PUBLIC HEALTH**SAFE COMMUNITY, NEIGHBORHOOD LIVABILITY & SOCIAL HEALTH**

The City of Fort Collins strives to be a healthy, livable city that is a welcoming and inclusive community for all, including residents who may be experiencing the challenges of homelessness, mental health issues, substance use disorders, depression and other challenging life situations. The City also supports primary prevention strategies to reduce the injuries and deaths associated with gun violence.

Therefore, the City:

1. Supports maintaining or increasing the funds available through the state and federal

government for community-focused non-profits to provide human services and housing support.

2. Supports providing communities with resources to address chronic homelessness, supportive housing, mental health and substance use disorders, including tobacco, alcohol and drug prevention programs.
3. Supports a standardized statewide approach to addressing homelessness.
4. Supports research and necessary funding related to the root causes and effects of gun violence to better inform prevention strategies.
5. Supports research, funding and/or programs to address disparities in social determinants of health (e.g., housing, income, educational attainment, access to healthcare) to improve community-wide health outcomes, including addressing root cause issues such as racism and exclusion.
6. Supports efforts to ensure the health and safety of domestic animals and appropriate penalties for cases of abuse, cruelty and neglect.
7. Supports distributing funding awarded, both regionally and locally, from national Opioid Abatement Settlements to support prevention, harm reduction, treatment, recovery, supportive housing, and criminal diversion programs.

PUBLIC SAFETY

SAFE COMMUNITY

The Fort Collins City Council recognizes the critical importance of maintaining public safety, providing a safe environment, and protecting the lives and property of the residents of Fort Collins on a daily basis as well as through preparedness and resiliency planning efforts.

Therefore, the City:

1. Supports greater protections to victims of crime, regardless of immigration status.
2. Supports the City's right to use camera enforcement of laws, to reduce operational restrictions on the use of camera enforcement, and to increase the fines associated with violations.
3. Supports protocols and funding for shared, statewide emergency response communications, including supporting Larimer Emergency Telephone Authority (LETA) and other efforts to resolve 911 diversity (back-up/resilience) issues.
4. Opposes increased 911 provider tariffs without clear documentation of cost needs.
5. Opposes legislation and initiatives that have the potential to compromise officer safety.
6. Supports minimum training criteria and professional mediator certification that formally legitimizes the field of Alternative Dispute Resolution (ADR).
7. Opposes municipal liability for prisoners' self-inflicted wounds while in police custody or detention facilities.
8. Opposes efforts to undermine local control or enforcement of activities on public property.
9. Supports a state adopted fire and building code, the code of choice being the International Fire and Building Code, while allowing municipalities to adopt their own codes and local amendments.
10. Opposes limits to local enforcement of the International Fire Code as adopted with local

amendments, imposing inspection requirements or preventing collection of permit or inspection fees as required by the local jurisdiction.

11. Opposes restricting any local jurisdiction from requiring the installation of fire sprinklers.
12. Supports the City's ability to prohibit the use and sale of fireworks and allow counties and fire districts to prohibit and otherwise control fireworks within City boundaries.
13. Supports efforts to reduce abuse and improper disposal of over-the-counter and prescription drugs.
14. Supports exclusive digital communication networks for public safety personnel during emergencies.
15. Supports the restoration of qualified immunity for police and other government officials.
16. Supports practical standards related to use of force that appropriately balance the rights and safety of Fort Collins residents with the safety of first responders.
17. Supports increased reporting of crimes by refraining from inquiries about legal immigration status unless such inquiry is pertinent to a crime; supports continuation of non-restrictive U-Visa certification policies that allow victims of crime to access important legal protections.
18. Supports continued use of body-worn cameras (BWCs), protections for public recordings of police, and the maintenance and reporting of such data that does not compromise police operations or public safety.
19. Supports statute change to allow the deactivation of BWCs when in a law enforcement facility with active audio and video recording devices and clarify that law enforcement personnel assigned to administrative duties are exempt from the requirement to wear a BWC daily.
20. Supports the establishment of the City's right to enforce municipal codes on City property that may lie outside the City's official geographic borders.
21. Supports legislative action that deters the illegal sale, possession, and use of narcotics in public spaces.

RECYCLING AND SOLID WASTE REDUCTION

ENVIRONMENTAL HEALTH

The City of Fort Collins endorses a multi-pronged approach to waste minimization that includes recycling, re-use, composting and source reduction, and which also applies Zero Waste principles such as redesigning systems to reduce pollution and waste. Additionally, the City has adopted a goal of Zero Waste by 2030.

Therefore, the City:

1. Encourages State and regional policies and practices that advance an integrated system for, waste and materials planning, management and tracking such as centralized data collection requirements, local hauler licensing and initiatives to reach statewide diversion targets.
2. Supports a regulatory authority role for local government to ensure the efficient management of recyclable material and solid waste, including application of laws that prescribe the use of county-funded disposal facilities for certain types of wastes, and other local bans on landfill disposal for certain types of debris.
3. Encourages "buy recycled" or "environmentally preferable purchasing" policies for

government agency procurement.

4. Supports incentives and funding for programs that promote waste and plastic reduction, reuse and recycling, and development of related infrastructure.
5. Supports continued or increased funding for programs to collect and monitor data on trash volumes, rates of diversion from landfill disposal and economic impacts of recycling.
6. Supports establishing a refundable deposit fee on beverage containers to increase recovery rates and pay for recycling programs.
7. Supports state and regional economic tools for existing and new businesses that provide end markets for recycled materials in support of a domestic, circular economy.
8. Supports incentives, programs, and requirements for the commercial use of compost to expand end markets for organic material (e.g., food scraps and yard trimmings.)
9. Supports incentives and programs to develop end markets that support salvaging and recycling of valuable materials from the construction and demolition waste stream.
10. Supports extended producer responsibility initiatives that fund recycling programs and incentivize products to be designed for reuse, recycling or composting be made of less toxic materials, while maintaining local control of recycling programs.
11. Opposes mixed waste processing for municipal solid waste and only supports utilizing clean waste-to-energy technology for processing materials that are not re-usable, recyclable, or compostable.

RISK MANAGEMENT AND LIABILITY

HIGH PERFORMING GOVERNMENT

The City of Fort Collins recognizes the dual purpose of the workers' compensation system: providing benefits promptly to injured employees in a cost-effective manner and minimizing costly litigation. The City also recognizes that the City's self-insurance program is a cost-efficient method to insure workers' compensation and that government intervention or taxation can negatively impact the City.

Therefore, the City:

1. Supports improving administrative efficiency of the Division of Workers' Compensation.
2. Opposes increased insurance premium costs to employers.
3. Opposes administrative burdens or taxes to self-insurance programs.
4. Supports limits to insurance claim litigation.
5. Opposes limiting the City's options and ability to manage workers' compensation claims, including actions like removing existing offsets to workers' compensation benefits or limiting the City's ability to designate treating physicians.
6. Opposes efforts to presumptively expand workers' compensation coverage to illnesses or injuries that are not work related.
7. Opposes efforts to reduce or weaken protections against liability through governmental immunity or other statutory provisions.

SMALL BUSINESS SUPPORT**ECONOMIC HEALTH, HIGH PERFORMING GOVERNMENT**

The City of Fort Collins actively supports small businesses throughout their stages of formation and growth. Changing consumer habits and increased online competition threaten to disrupt the recovery for small businesses.

Therefore, the City:

1. Supports efforts to enhance statewide funding for small business support, including enhanced services to support new business formation owned by women, minority, low-income, and veteran individuals.

SUBSURFACE RESOURCE MANAGEMENT: OIL AND GAS, DEEP GEOTHERMAL AND CARBON STORAGE**ENVIRONMENTAL HEALTH**

Fort Collins residents have expressed continuing concern about the human and environmental impacts from regional oil and gas development, particularly in relation to local air quality, public health, and the protection of natural resources. With the Colorado Energy and Carbon Management Commission (ECMC) now expanding its regulatory authority to include deep geothermal operations and potential carbon storage in deep wells (Class VI wells), these concerns are increasingly relevant to a broader range of subsurface resource management activities. Additionally, there is concern over transported emissions from oil and gas operations outside of City limits that contribute to local ozone formation.

Therefore, the City:

1. Supports local authority to regulate subsurface resource management activities, including oil and gas operations, deep geothermal development and carbon storage in deep wells. The City advocates for local government approvals to be a mandatory component of permitting processes, ensure that site selection, operational plans and other critical elements align with local standards.
2. Supports scientific studies and enhanced monitoring to evaluate impacts of oil and gas operations and other subsurface activities related to deep wells on human health, the environment and property values.
3. Supports air pollution monitoring, emission characterization and modeling studies to better understand the contributions of the oil and gas industry to air pollution.
4. Supports the plugging, reclamation and reclamation and ongoing assessments of wells ensuring that wells no longer used or useful are returned to an original or improved state following wells closure. This includes infrastructure removal, site restoration, and the establishment of long-term monitoring protocols to prevent future environmental risks
5. Supports expansion of current allocation of State Severance Tax and Federal Mineral Lease (FML) revenue to impacted jurisdictions and the expanding of funds to include financial assurances that cover environmental remediation or other unforeseen impacts of subsurface deep well activities
6. Supports collaboration with operators, state agencies and local governments on oil and gas and other subsurface resource development within and adjacent to the City's Growth Management Area, and on City-owned properties outside of City limits.

TRANSPORTATION INVESTMENT**TRANSPORTATION & MOBILITY**

The City actively promotes transportation infrastructure that facilitates the safe and efficient movement of people, goods and services regardless of mode. Infrastructure improvements will support the Vision Zero plan and be in concert with land use development while being respectful of community values and the environment.

Therefore, the City:

1. Supports alternative methods of funding transportation infrastructure needs.
2. Supports funding the analysis and implementation of inter- and intra-regional transit linkages, including future commuter rail connectivity.
3. Encourages flexibility in federal funding and regulations in order to better meet the needs of small to medium-size communities.
4. Supports guaranteed levels of federal funding for transportation and allocation of all federal motor fuel taxes and other federal transportation trust funds for their intended transportation purposes.
5. Supports funding for the build-out of Interstate 25 improvements.
6. Supports additional funding options and availability to increase safety in all modes of travel.
7. Supports broadening the definition of the gasoline tax to a “fuel tax” that encompasses other fuel options as they become more prevalent.
8. Opposes municipal reductions to the present Highway User Tax Fee (HUTF) allocation formula.
9. Supports enhanced ability to implement railroad quiet zones in municipalities, further options in pursuing various degrees of quiet zones, and an overall reduction in train horn decibel and duration requirements.
10. Opposes divesting highway roads in urban areas from the state and making them the sole responsibility of local jurisdictions without adequate compensation for ongoing maintenance.
11. Supports safe operation of railroads through timely track inspections, joint training and communication between railroad and emergency personnel, and the use of safe equipment.
12. Supports local regulatory and design standard control of public roads, pedestrian paths and bike lanes to address all modes of transportation.
13. Supports funding to provide asset management for transportation assets.

URBAN RENEWAL AND DOWNTOWN DEVELOPMENT**ECONOMIC HEALTH**

The State of Colorado has empowered local authorities to use Urban Renewal Authorities (URA) and Downtown Development Authorities (DDA) to encourage downtown revitalization and the elimination of blight. The main funding tool for URAs and DDAs is Tax Increment Financing (TIF) generated through property taxes. In its best intention, urban renewal and downtown revitalization restores economic vitality and improves the safety of a designated area with limited financial impact to other government jurisdictions.

Therefore, the City:

1. Opposes limitations on municipalities' ability to utilize financing mechanisms such as TIF.
2. Supports maintaining the ability of downtown development authorities to utilize the full offering of tools and powers provided in the DDA Act.
3. Supports maintaining the ability of Urban Renewal Authorities to utilize the full offering of tools and powers provided for in state statute.
4. Supports legislative action to provide clarity, stability, and predictability to property taxation formulas and policies.

**WATER, WASTEWATER, AND STORMWATER
ENVIRONMENTAL HEALTH, SAFE COMMUNITY**

The City operates a water utility, a wastewater utility and a stormwater utility through an integrated management approach that recognizes the value and interconnectness of all water systems. This approach ensures financially sound, reliable, safe and environmentally responsible considerations that provide sustainable and resilient water access and usage for all, now and into the future. The availability of adequate water supplies is critical to the City and is managed by the Water Supply and Demand Management Policy, the Water Efficiency Plan, and other water-related codes, rules, regulations, plans and policies.

Therefore, the City:

1. Supports expanding the authority delegated to the state to administer federally mandated water, stormwater and wastewater environmental regulatory programs.
2. Supports protecting the integrity of Colorado's prior appropriation doctrine to protect the City's water supplies and prevent injury to other water users.
3. Supports reasonable water quality regulations that use a science-based approach and consider holistic solutions that are sustainable, feasible, and protect public health and the environment.
4. Supports reasonable regulations that establish accountability and responsibility for generators of emerging contaminants, such as, but not limited to per- and polyfluoroalkyl substances (PFAS), without placing the sole burden on passive receivers of these pollutants.
5. Supports flexibility to manage in-stream flows to preserve or improve the natural environment while protecting the integrity of Colorado's appropriation doctrine, protecting the City's water supplies and preventing injury to other water users.
6. Supports efforts to increase resiliency from flooding that maintain local flexibility in implementation.
7. Supports collaboration, policy, and regulations that allow enhancement and restoration of natural systems to achieve water quality objectives.
8. Supports financing for water conservation projects, such as turf conversions, and supports new financing opportunities for these projects including grants, zero/low interest loans, etc., with availability to all water districts and providers.
9. Supports funding for the recovery and resilience of the Fort Collins water supply, its watershed, and other waterways impacted by or subject to natural disasters and human-caused events, including fires.

10. Supports enhanced municipal authority to protect and increase the flexibility and resiliency of the City's water supplies under Colorado's appropriation doctrine, without causing injury to other water users and without adversely affecting in-stream flows or the natural environment. This includes potential bills related to treated water providers being able to more easily share treated water supplies between their distribution systems.
11. Supports reducing legal barriers and clarifying legal ambiguities related to water reuse and greywater projects while protecting the integrity of Colorado's appropriation doctrine, the City's water supplies and preventing injury to other water users.
12. Supports streamlining of federal and state permitting requirements that increases coordination between permitting agencies, reduces administrative and financial burdens on permit applicants, while still ensuring adequate and enforceable environmental protections.
13. Supports the enlargement of Halligan Reservoir as a common-sense, cost-effective and environmentally-beneficial approach to meet Fort Collins Utilities' future water supply needs.

CITY OF FORT COLLINS LEGISLATIVE CONTACTS

LEGISLATIVE REVIEW COMMITTEE update to current committee and delete most other contacts.

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20242025-2026 LEGISLATIVE POLICY AGENDA

ADOPTED NOVEMBER ~~21, 2023~~

Table of Contents

INTRODUCTION..... 3

CITY OF FORT COLLINS LEGISLATIVE REVIEW COMMITTEE..... 3

LEGISLATIVE REVIEW PROCESS 4

HOME RULE AND LOCAL CONTROL 5

ACCESSIBILITY - ONLINE AND PUBLIC MEETINGS 5

AIR QUALITY 6

BEER AND LIQUOR..... 6

BROADBAND AND CABLE 76

CHILDCARE 7

CLIMATE 87

ELECTIONS 98

ENERGY..... 98

FINANCE..... 109

HAZARDOUS MATERIALS MANAGEMENT 10

HEALTH CARE..... 10

HOUSING 1140

HUMAN RESOURCES 1244

IMMIGRATION AND NATIONAL BORDER CONDITIONS 12

INTEGRATED LAND USE, TRANSPORTATION PLANNING, AND DEVELOPMENT REVIEW
..... 13

LICENSED SUBSTANCES 1413

MUNICIPAL COURT..... 1514

OIL AND GAS..... 1514

OPEN RECORDS AND DATA MANAGEMENT..... 1615

PARKS, NATURAL AREAS, AND PUBLIC AMENITIES 1615

PUBLIC HEALTH..... 1746

PUBLIC SAFETY 1746

RECYCLING AND SOLID WASTE REDUCTION 1947

RISK MANAGEMENT AND LIABILITY 2048

SMALL BUSINESS SUPPORT 2049

TRANSPORTATION INVESTMENT	<u>2019</u>
URBAN RENEWAL AND DOWNTOWN DEVELOPMENT.....	<u>2120</u>
WATER, WASTEWATER, AND STORMWATER.....	<u>2220</u>
LEGISLATIVE REVIEW COMMITTEE	<u>2422</u>
LEGISLATIVE STAFF LIAISON MEMBERS	<u>2422</u>

INTRODUCTION

Fort Collins is a community of approximately 175,000 residents. Incorporated in 1873, it has grown to become the commercial, educational and cultural hub of Northern Colorado. The City adopted a home rule charter in 1954 and operates under a council-manager form of government.

The City provides exceptional service for an exceptional community and works toward its vision of fostering a thriving and engaged community through its operational excellence and culture of innovation. City leaders seek creative, data-informed solutions to issues facing Fort Collins and are often willing to leverage emerging technologies.

The Fort Collins City Council annually adopts a Policy Agenda ahead of the upcoming Colorado General Assembly session for the purpose of guiding legislators and staff in supporting community goals.

The Policy Agenda is a broad set of policy statements meant to convey positions on issues that affect the community's quality of life and governance. It is structured to address areas of local concern and to also reflect the strategic planning that guides the City's organizational resource allocation and decision-making.

Fort Collins welcomes opportunities to work in partnership to leverage additional resources and participate in regional dialogue to achieve shared outcomes.

The City has identified seven outcome areas to ensure appropriate and effective resource allocation supporting the community's priorities:

- Culture & Recreation
- Economic Health
- Environmental Health
- High Performing Government
- Neighborhood Livability & Social Health
- Safe Community
- Transportation & Mobility

The Policy Agenda identifies this alignment as it is important for City staff to ensure that advocacy supports specific desired outcomes.

CITY OF FORT COLLINS LEGISLATIVE REVIEW COMMITTEE

The Legislative Review Committee (LRC) is a representative group of Councilmembers that reviews and reacts to proposed legislation on behalf of City Council and the City.

In taking a position on bills, the LRC interprets and applies the various policies that are included in the Legislative Policy Agenda.

Councilmembers presently serving on the Legislative Review Committee are:

- Councilmember Tricia Canonico, Chair
- Councilmember Shirley Peel
- Mayor Jeni Arndt

LEGISLATIVE REVIEW PROCESS

In 2024, ~~The~~the City of Fort Collins ~~will rely~~ heavily on the Legislative Policy Agenda, the Colorado Municipal League, and the Colorado Communities for Climate Action organizations for the majority of bill tracking and identification.

The City currently maintains memberships with the Colorado Municipal League (CML) and Colorado Communities for Climate Action (CC4CA); both groups maintain a full-time presence at the capitol and engage in bill identification and advocacy consistent with their own adopted policy agendas. The City influences both groups' policy agendas and, while not perfectly consistent with the City's, both generally advance and protect the City's interests.

Bills introduced in the Colorado General Assembly or United States Congress and federal, state or county regulations or rule-makings are reviewed by City staff. Bills, regulations and rules that are identified as having a potential impact on the City will be brought to the LRC for discussion. If the LRC adopts a position, staff will convey that information to the appropriate state or federal representative and advocate for the adopted position.

If staff or Councilmembers are contacted regarding letters of support or opposition from CML, CC4CA or representatives, staff will ensure alignment with the LPA and provide a letter signed by the Mayor. If staff or Councilmembers are contacted by lobbyists or other interest groups with requests for letters of support or opposition, no action will be taken unless directed by the LRC.

Due to the time-sensitive nature of the General Assembly, if a bill's subject matter is addressed in this Policy Agenda, staff will proactively work with state and federal representatives to advance the City's position as expressed in this LPA and other Council-adopted plans and policies. Staff will provide regular updates to the LRC and the full City Council regarding bills of consequence to the City and will consult with the LRC regarding bills for which direction under the adopted policy is unclear.

Staff liaisons support the LRC by contributing expertise in various areas of municipal service. The City Attorney's Office also reviews selected bills and may provide confidential legal analysis. Fort Collins also works with community partners to support local projects and staff collaborates with representatives of other municipalities on mutually held priorities. Fort Collins actively seeks innovative partnerships to leverage positive outcomes for residents.

The City works closely with the Colorado Municipal League (CML) and the National League of Cities (NLC) on many legislative items facing cities. Fort Collins maintains membership with the Colorado Association of Municipal Utilities (CAMU), which represents 29 municipal utilities throughout the state on utility issues, and Colorado Communities for Climate Action (CC4CA), which represents municipalities on climate issues. In addition, Fort Collins actively participates in various trade organizations that represent specific areas of interest to City operations.

2024 LEGISLATIVE POLICY STATEMENTS

HOME RULE AND LOCAL CONTROL

In order to consider and manage local conditions and desires, community issues and needs should be addressed locally. For this reason, home rule authority is of utmost importance to the City of Fort Collins. The City must be free to regulate local activities that primarily impact the area within the City's boundaries, such as the speed of local traffic or the effects of particular land use developments. The City also understands the cumulative effect of these and other activities has statewide ramifications that may call for statewide regulation to effectively manage such things as overall growth and development in the state, water, traffic congestion in major transportation corridors and environmental quality.

Therefore, the City:

1. Supports strengthening and preserving home rule authority of municipal governments.
2. Opposes state or federal intervention in matters of local concern or matters that unnecessarily or adversely affect the City's ability to manage and operate pursuant to its home rule authority.
3. Opposes changes that increase (and supports changes that lessen) the burdens and limits on municipalities associated with public or other government records, public meetings and establishment of ethics standards and procedures, operation of municipal courts, and other matters of municipal operations or authority including added cost burdens.
4. Supports enabling cities to choose the provision of services through private enterprise in a manner that fosters cost effective, sustainable, quality services.
5. Supports local control of the awarding of contracts and the accountability of local officials for those actions.
6. Opposes unfunded mandates that increase the complexity and cost of services.
7. Supports collaborative regional efforts for the benefit of participating communities.

ACCESSIBILITY – ONLINE AND PUBLIC MEETINGS

HIGH PERFORMING GOVERNMENT

The City recognizes the importance of making digital content and public meetings accessible for all. The City is committed to advancing statewide efforts to improve accessibility while believing that such efforts must be practical and achievable for impacted entities.

Therefore, the City:

1. Supports clear definitions for public meetings requiring online accessibility.
2. Supports unified federal standards for web and online accessibility requirements and reasonable timelines to comply after standards and rules are made known, at either the state or federal level.
3. Supports ensuring municipalities' ability to engage vendors to ensure compliance with technology accessibility requirements.
4. Supports allowing local governments to exempt archived documents and allow "safe harbor" while working toward compliance.

AIR QUALITY**ENVIRONMENTAL HEALTH**

The City's ~~Air Quality Plan reiterates the adopted City Plan strong overall goal~~ is committed to protecting human health and the environment through continuous improvements in air quality. This involves a comprehensive approach of measuring, mitigating pollutants and adapting to air quality challenges.
”

Therefore, the City:

1. Supports programs and policies that improve public health and indoor and outdoor air quality, including attainment of National Ambient Air Quality Standards for ozone.
2. Supports local government authority to improve indoor and outdoor air quality beyond minimum state or federal requirements.
3. Supports implementation of expanded air quality monitoring programs, particularly in disproportionately impacted communities.
4. Supports adequate authority and resource at all levels of government to enforce air quality regulations, including increased penalties for repeat violators.
- ~~5. Supports economic incentives, disincentives and other market approaches that promote low emission and zero emission alternatives to carbon based fuels.~~
5. Supports development and implementation of targeted ozone reduction strategies, including seasonal emission budgets for major polluters.
- ~~6. Supports measures to reduce emissions from industrial sources, regional oil and gas operations and gas-powered vehicles and equipment, particularly in non-attainment areas.~~
6. Supports strengthening vehicle and fuel efficiency standards for internal combustion engine vehicles, including programs and policies that promote their replacement with use of zero and low emission vehicles (e.g., electric) zero and low emission vehicles (e.g., electric or hydrogen) and the development of appropriate charging/fueling infrastructure, needed to support the use of those vehicles.
- ~~7. Supports programs or incentives that reduce vehicle miles traveled through transit-oriented development and enhanced access to alternative modes (e.g., walking, biking and transit).~~
8. Supports policies that address both air pollutants and greenhouse gas emissions simultaneously, recognizing their interconnected nature and impacts.

BEER AND LIQUOR**SAFE COMMUNITY**

The City issues and renews liquor licenses, enforces license rules, and holds hearings for liquor license violations.

Therefore, the City:

1. Supports greater local licensing final authority for all types of licensing and related fees (New, Transfers, Modifications, and Manager Registration.)

2. Supports a sharing of accountability of serving violations between license holder and individual server or store clerk.
3. Supports permanent ability for licensees to service alcohol on a temporary/permanent basis in non-contiguous areas.

BROADBAND AND CABLE

ECONOMIC HEALTH

Reliable, high-speed and affordable access to broadband and cable programming throughout the community remains a priority and a long-term goal for the City to ensure economic vitality and allow equal access for all residents and businesses.

Therefore, the City:

1. Supports maintaining local franchising authority to preserve local governments' ability to negotiate in the public interest for cable channel space; institutional networks; and public, educational and governmental (PEG) programming; and to charge franchise and PEG fees to support local programming and compensate for the use of rights-of-way.
2. Supports allowing communities to offer and/or partner to offer high-speed internet, Wi-Fi and other enhanced telecommunication services to residents, schools, academic institutions and businesses.
3. Opposes restrictions on providing telecommunication services within City-owned facilities and on City property, and related restrictions on the manner in which such services may be financed, funded or structured.
4. Opposes infringement on municipalities' ability to compete in the broadband marketplace.
5. Opposes right-of-way use contrary to existing aesthetic policies and practices, including the addition of any above-ground cabling.
6. Supports revisions to the Colorado Open Meetings Law to allow local jurisdictions that provide or arrange for telecommunications services or facilities to authorize executive sessions for discussion of matters pertaining to competition in the provision of telecommunication services and facilities (such as matters subject to negotiation, strategic planning, pricing, sales and marketing, and development planning), along with any other conforming statutory changes.
7. Supports prioritizing state and federal broadband grants and funding to municipal and co-op broadband operations.

CHILDCARE

ECONOMIC HEALTH, NEIGHBORHOOD LIVABILITY & SOCIAL HEALTH

The City of Fort Collins recognizes the criticality of quality, affordable and accessible childcare for families and businesses in the community. The City's role is to help reduce barriers, increase capacity, leverage assets, identify and respond to childcare needs, and lead by example as an employer.

Therefore, the City:

1. Supports programs and policies that improve the severe shortage of childcare openings with licensed providers, including programs and incentives that promote the expansion of existing childcare centers and development of new centers, particularly those serving

low-income families and offering extended hours of operation.

2. Supports regulations that streamline requirements and reduce the complexity and cost of childcare services, including licensing and educational requirements, when those mandates are not clearly benefiting the health and safety of children and the community.
3. Supports increased funding for early childhood education.
4. Supports workforce development in the early care and education field, including scholarships, training programs and simplified credentialing processes.
5. Supports increased and sustainable public subsidization of childcare costs, including proposals to support living wages for providers and those that reduce the cost burden on families.

CLIMATE

ENVIRONMENTAL HEALTH

~~Making communities more resilient to disaster and the effects of a changing climate has become more important to Colorado communities over the last several years as natural disasters have caused significant human and property loss.~~ In response to the climate emergency, Fort Collins has adopted aggressive greenhouse gas (GHG) emission reduction goals and supports policies and legislation to help helping communities and the state to achieve these the goals and outcomes of, and enhance the environment as detailed in the Our Climate Future, including commitments to equity and resilience. Plan. Making communities more resilient to disaster and the effects of a changing climate has become more important to Colorado communities in recent years as extreme heat and natural disasters such as wildfires and flooding have caused significant human health issues, loss of life, and property loss.

Therefore, the City:

1. Supports policies that put equity at the center of decision-making to consider systemic inequities in energy and climate impacts, based on race or socioeconomic status, to justly transition and grow a clean energy future.
2. Supports ~~greenhouse gas~~ (GHG) emission reduction strategies at all levels of government, including setting reduction targets, climate planning, and mechanisms for data collection to inform GHG inventories. ~~targets, planning, mechanisms that support the gathering of data to inform GHG inventories, and implementation at all levels of government.~~
3. Supports ~~incentives, regulations, and other economic, behavioral, and regulatory mechanisms to reduce emissions and enhance resilience in energy, waste reduction, transportation, and water sectors, as well as in responding to wildfire and other climate-related extreme weather events.~~
- 3.4. Supports resilience and adaptation planning policies for wildfire, extreme heat, flooding, and other events related to human-caused climate disruption.
- 4.5. Supports protection of the Colorado self-audit law.
- 5.6. Supports policies promoting emerging methods of effective atmospheric carbon reduction through proven means.
- 6.7. Supports policies that influence investment decisions of public sector resources to reduce GHG emissions and increase community resilience.

ELECTIONS

HIGH PERFORMING GOVERNMENT

The City of Fort Collins conducts municipal elections and special elections as required by the citizen (or Council) initiative process. The City is committed to conducting a clear, legal and trustworthy elections process.

Therefore, the City:

1. Supports all efforts that assist the City in conducting fair and transparent election processes according to the City's adopted procedures.
2. Supports process improvements that encourage voter participation.
3. Supports additional mechanisms to prevent election tampering through increased cybersecurity around election data and the election processes.

ENERGY

ECONOMIC HEALTH, ENVIRONMENTAL HEALTH

Through its municipally owned electric utility, the City is committed to providing affordable, reliable and clean energy services to residents and businesses, as described in the Our Climate Future plan. Energy issues extend beyond electricity to also encompass the community's use of natural gas and petroleum.

Therefore, the City:

1. Supports efforts that promote energy affordability in general for residents, businesses and institutions and specifically for households with high energy bill burdens.
2. Supports efforts that promote safety in the generation, transmission and distribution of energy.
3. Supports efforts and incentives that promote energy efficiency, conservation, distributed energy resources, electrification and grid flexibility.
4. Supports opportunities for local economic activities related to energy efficiency, clean energy production and utility operations.
5. Supports initiatives to reduce or eliminate natural gas and petroleum use via beneficial electrification for thermal and transportation needs.
6. Supports initiatives that reduce barriers to coordinated integrated planning for energy supply and demands.
7. Supports state and federal funding for resilience efforts to mitigate potential energy- and climate-related disruptions.
8. Supports implementation of the state's Clean Energy Plans to reduce emissions from electricity statewide while considering reliability, affordability and regulatory roles.
9. Opposes attempts to prevent or inhibit provision of municipal electric service in newly annexed areas.
10. Supports smart grid technology adoption and grid modernization.
11. Supports minimizing the environmental impacts of energy production, reducing fossil fuel generated electricity and eliminating the use of coal.
12. Supports efforts that promote the development of regional electricity markets.
13. Supports the local determination of electric rates and distributed resources credits that

balance the impacts to participants and non-participants to create a robust local renewable generation system.

FINANCE

ECONOMIC HEALTH, HIGH PERFORMING GOVERNMENT

Strong fiscal planning, prudent debt management and investment policies, and preservation of the City's revenue base are vital in maintaining and improving the City's financial health. Considering the known impacts of legislation on the City's business community can help foster a stronger tax base and retain a strong quality of life.

Therefore, the City:

1. Supports expanding municipal authority to establish alternative funding mechanisms, including financing tools such as public improvement fees (PIF) and certificates of participation (COP).
2. Supports increased funding for K-12 and higher education, specifically Colorado State University and Front Range Community College.
3. Encourages the equitable treatment and continued simplification of sales and use taxes to residents and corporations residing or doing business in Colorado by limiting exemptions.
- ~~4. Supports the equitable distribution sales tax collections on e-commerce transactions.~~
- ~~5.4.~~ Opposes efforts that inhibit the City's ability and authority to increase its revenue base (i.e., sales, use and property taxes).
- ~~6.5.~~ Supports protections that do not unnecessarily restrict the investments of government entities in instrumentation nor in custodial relationships with banks or credit unions.
- ~~7.6.~~ Supports programs that provide economic assistance to organizations and individuals impacted by ~~health~~ emergencies.

HAZARDOUS MATERIALS MANAGEMENT

SAFE COMMUNITY, ENVIRONMENTAL HEALTH

It is an important concern of the City to safeguard Fort Collins' health and environmental safety by reducing risks from the unauthorized release of hazardous materials or hazardous waste.

Therefore, the City:

1. Supports strengthening the enforcement of hazardous materials regulations.
2. Supports increasing diversion of hazardous waste from landfills.
3. Supports local governments' ability and authority to review and approve locations of facilities that use or store hazardous materials or hazardous waste.

HEALTH CARE

NEIGHBORHOOD LIVABILITY & SOCIAL HEALTH, ECONOMIC HEALTH, HIGH PERFORMING GOVERNMENT

The City recognizes that the rapidly increasing cost of health care and health insurance is a barrier to real wage growth, equitable health outcomes, and economic gains among many Fort

Collins residents. The City further recognizes that employer-sponsored health care and varying state regulations that are not consistent across the United States have resulted in the system we have today.

Therefore, the City:

1. Supports health care policy that provides single-payer, not-for-profit health care to all residents.
2. Supports the portability of health care plans across employers and state lines.
3. Supports health care policies that end the practice in the United States of employers being the primary source of health insurance for residents.
4. Supports policies that allocate costs to individuals and their families proportional to their ability to pay.

HOUSING

NEIGHBORHOOD LIVABILITY & SOCIAL HEALTH

The City recognizes that the affordability and availability of quality housing is critical to a vibrant and diverse community. The City's Housing Strategic Plan establishes a housing-first community vision that everyone has stable, healthy housing they can afford.

Therefore, the City:

1. Supports enhancing funding for affordable housing throughout Colorado, including expanding the state Low Income Housing Tax Credit program and providing funding for affordable for-sale homes, but not increases to unrelated fees.
2. Supports legislation that would enable an affordable housing right of first refusal to encourage local government and partner acquisition of multifamily properties for the purpose of long-term affordable housing.
3. Supports increasing local governments' ability to regulate, manage or generate alternative sources of funding for affordable housing, including public-private partnerships.
4. Supports ~~maintaining stronger~~ amendments to construction defect laws to promote the construction of owner-occupied attached housing.
5. Supports creating an adequate supply of housing for all income levels and continued public- and private-sector support for these efforts.
6. Supports exploring expansion of the Mobile Home Act to address rent pad stabilization, transparency in utility billing, adequate maintenance of water and wastewater infrastructure, access to safe drinking water, and other livability issues.
7. Supports continued funding and expansion of programs for eviction and foreclosure prevention, including provision of free legal assistance and adopting a statewide right to counsel for residents facing eviction or foreclosure.
8. Supports consideration of incentives and/or requirements to encourage land use reforms that will increase housing supply statewide, particularly through eliminating zoning barriers to accessible, healthy, affordable housing (e.g., increased density, accessory dwelling units, conversion of existing buildings to housing).
9. Supports policies that intentionally link transportation funding and housing funding so that investment is prioritized where there is policy alignment between multimodal

infrastructure and transit-supportive housing densities.

10. Supports funding and regional support for housing-first approaches to homelessness including housing coordination and placement, rapid rehousing and supportive services (e.g., rental assistance, utility assistance, case management) to assist with housing retention and stability.

HUMAN RESOURCES

HIGH PERFORMING GOVERNMENT

The City of Fort Collins is committed to the health, safety and wellbeing of its employees. The City works diligently to be efficient and responsible stewards of tax dollars, ensuring that employee compensation and benefits are meaningful, equitable, market-based and competitive. The City believes that its residents, through their elected representatives on City Council, are in the best position to determine appropriate City employee compensation, benefits, appeal rights related to disciplinary action and policies.

Therefore, the City:

1. Supports the City's ability and authority to make decisions on employment issues, including collective bargaining, arbitration, compensation, appeal rights related to disciplinary action and benefits to further an equitable work environment.
2. Supports the development and expansion to the City's ability to determine how best to manage employee health and benefit programs.
3. Supports current state funding levels for police officers' and dispatchers' death and disability benefits made available by Fire & Police Pension Association of Colorado.
4. Opposes proposals that would allow employees and/or retirees with defined contribution or deferred plans to move into defined benefit plans if there is a cost to local government.
5. Opposes proposals that would limit the City's ability to test job applicants for presence of alcohol or controlled substances or employees at work for impairment due to consumption of alcohol, marijuana, or other controlled substances or to set limits related to such testing.
6. Opposes proposals that expand Colorado and federal anti-discrimination protections to allow individuals other than employees to file claims against public entities for violations, that expand the definition of "hostile work environment" beyond current state and federal protections, or that waive a public entity's sovereign immunity in an action for injuries resulting from a discrimination or unfair employment practice claim brought pursuant to Colorado anti-discrimination law.
7. Opposes proposals that require a municipality to collectively bargain with its employees in conflict with a home rule municipality's authority.

IMMIGRATION AND NATIONAL BORDER CONDITIONS

NEIGHBORHOOD LIVABILITY & SOCIAL HEALTH, SAFE COMMUNITY, HIGH PERFORMING GOVERNMENT

The City recognizes that federal issues pertaining to civil rights at the United States' borders, and immigration law more broadly, have wide impacts that can directly impact the day-to-day life of Fort Collins residents. It can also impact those residents' willingness and comfort with engaging with local public safety agencies and other key service providers.

Therefore, the City:

1. Supports the humane treatment of persons who are detained by Immigration Officials and the rapid resolution of legal proceedings to determine their status.
2. Supports pathways to legal immigration into the United States that are sustainable in the long term, including removing financial barriers and increasing access to legal services.
3. Supports regulations and laws that support the use of employment eligibility verification by employers.
4. Supports the 2011 ICE memorandum on “sensitive locations” limiting its immigration enforcement actions and arrests at the following locations so as to preserve the health, safety and education of all residents:
 - a. Hospitals;
 - b. Schools and scholastic bus stops (preschools, primary schools, secondary schools, post-secondary schools, colleges and universities, and other learning institutions such as vocational or trade schools);
 - c. Churches, synagogues, mosques, or other institutions of worship, such as buildings rented for the purpose of religious services;
 - d. The site of a funeral, wedding, or other public religious ceremony; and
 - e. Public demonstrations, such as a march, rally, or parade.
5. Supports regulations and laws that add wage and labor protection requirements for workers currently excluded from minimum wages and overtime protections, breaks, and mandatory rest days.
- ~~6. Supports de minimus exemptions to Verification of lawful presence CO ST § 24-76.5-103 by adding a new section (3) (f) to the state law that exempts the City from following the verification process for any particular local public benefit that is valued at less than \$500.00, or that is not provided directly to the beneficiary by the City.~~
- 7.6. Supports local control over how state and federal funding for healthcare, affordable housing and food security is allocated to meet the needs of all residents and their families regardless of immigration status.

INTEGRATED LAND USE, TRANSPORTATION PLANNING, AND DEVELOPMENT REVIEW ECONOMIC HEALTH, NEIGHBORHOOD LIVABILITY & SOCIAL HEALTH

City Plan and the Transit Master Plan guide the City’s long-term decisions on land use and transportation investments and regulations. Fort Collins uses tools such as land use and building code, and well-established development review processes.

Therefore, the City:

1. Supports requirements for comprehensive land use planning that organizes and directs growth to achieve stated community vision, policies and goals.
2. Supports policies, standards or programs that require the analysis of public health, sustainability and equity in land use planning and regulation.
3. Supports local governments’ ability to obtain financial compensation for additional work of inspectors through fees or other means.
4. Opposes any unfunded state-mandated review, permitting or inspection requirements.

5. Supports local governments' authority to determine zoning, development review, building and inspection standards, procedures and timelines.
6. Encourages regional cooperation in land use, transportation planning, utility and water resource planning and fostering sustainable development. Supports intergovernmental agreements between a municipality and a county to establish boundaries and annexation of a GMA and prohibit any outside parties to annex said GMA.
7. Supports municipal discretion concerning the imposition of building and development fees and requirements.
8. Supports retaining and/or increasing local authority related to the siting, design and regulation of wireless telecommunication facilities, including both small cell and macro sites.
9. Supports local adoption of building and other related codes, including addition of local amendments needed to safeguard public health and safety by regulating building construction, structural strength, sanitation, light, ventilation and energy conservation.
10. Supports local control and regulation of Building Department staff, including qualifications of building inspectors performing plumbing and electrical inspections.
- ~~10-11.~~ Opposes state mandates on the qualifications of inspection staff throughout municipal services.

LICENSED SUBSTANCES

SAFE COMMUNITY

State and local municipalities address licensing and regulations regarding the cultivation, sale, and use of tobacco, cannabis, and natural medicine and there are additional substances considered every year (hemp intoxicants, Kratom, etc.) The City has and will have a continued interest in managing these licensed substances in a manner that balances the needs and desires of the community.

Therefore, the City:

1. Supports communities' ability to raise necessary funds to maintain public safety and enforce licensed substances and related products possession laws.
2. Supports additional state licensed substances enforcement resources, especially for field enforcement.
3. Opposes under-21 access to marijuana and natural medicine and supports increasing penalties to those supplying to underage individuals.
4. Supports greater education and research on the harmful effects of high concentrate THC and transparency in the spending of dedicated marijuana education dollars.
5. Supports local opt-in provisions regarding new permits and/or licenses or other licensed substance related activities allowed under state law.
6. Supports further development of laws and regulations to stop the proliferation of gray- and black-market licensed substances while coordinating with the federal level to help address safety through research and legal banking, and to reduce conflict between Colorado and federal laws.
7. Supports statewide efforts to enforce retail tobacco sales compliance as well as prohibiting the sale of intoxicating hemp and THC products to minors.
8. Supports legislation that greatly reduces or eliminates the incidence of smoking and

vaping. Specific measures may include the elimination of flavored vaping cartridges, statewide retail licensing for tobacco and vaping products, and identical treatment of vaping and e-cigarette products to traditional forms of tobacco.

MUNICIPAL COURT

SAFE COMMUNITY, HIGH PERFORMING GOVERNMENT

The Fort Collins Municipal Court is responsible for administering the operations of the judicial branch of City government according to the City Charter and ordinances adopted by City Council. Cases adjudicated in Municipal Court include traffic violations, misdemeanors, civil infractions and civil cases. Generally, cases are brought to Municipal Court by Fort Collins Police Services, Colorado State University Police Department, Animal Control, other City departments, and private residents.

Therefore, the City:

1. Opposes limitations on the authority of municipalities to enforce their own ordinances in municipal courts and increased procedural requirements or limitations on municipal court proceedings, such as limitations on bonding requirements related to municipal court warrants and sentencing ~~options, and options and~~ supports elimination of requirements impinging on municipal court authority and discretion.
2. Opposes the imposition of state surcharges on municipal court fines for the purpose of funding state programs.
3. Opposes any unfunded mandates imposed on municipal courts by the state.

SUBSURFACE RESOURCE MANAGEMENT: OIL AND GAS, DEEP GEOTHERMAL AND CARBON STORAGE

ENVIRONMENTAL HEALTH

Fort Collins residents have expressed continuing concern about the human and environmental impacts from ~~local~~ regional oil and gas development, particularly in relation to local air quality, public health, and the protection of natural resources. With the Colorado Energy and Carbon Management Commission (ECMC) now expanding its regulatory authority to include deep geothermal operations and potential carbon storage in deep wells (Class VI wells), these concerns are increasingly relevant to a broader range of subsurface resource management activities. Additionally, ~~community members have expressed~~ there is concern over transported emissions from oil and gas operations outside of City limits that contribute to local ozone formation.

Therefore, the City:

1. Supports local authority to regulate subsurface resource management activities, including oil and gas operations, deep geothermal development and carbon storage in deep wells. The City advocates for local government approvals to be a mandatory component of permitting processes, ensure that site selection, operational plans and other critical elements align with local standards. ~~oil and gas operations as granted in 2019 through Senate Bill 19-181, which includes the ability to regulate the siting of new development and surface impacts.~~
2. Supports scientific studies and enhanced monitoring to that evaluate impacts of oil and gas operations and other subsurface activities related to deep wells on human health, the environment and property values.

3. Supports air pollution monitoring, emission characterization and modeling studies to better understand the contributions of the oil and gas industry to air pollution.
4. Supports the plugging, ~~and reclamation~~ and reclamation and ongoing assessments of wells ensuring that wells no longer used or useful are returned to an original or improved state following wells closure. This includes infrastructure removal, site restoration, and the establishment of long-term monitoring protocols to prevent future environmental risks of older, low- and non-producing oil and gas wells, and continuing assessment of the condition of abandoned wells.
5. Supports ~~the~~ expansion of current ~~formula~~ allocation of State Severance Tax and Federal Mineral Lease (FML) revenue to impacted jurisdictions and the expanding of funds to include financial assurances that cover environmental remediation or other unforeseen impacts of subsurface deep well activities jurisdictions so that they might address impacts from resource extraction.
6. Supports collaboration with operators, state agencies and local governments on oil and gas and other subsurface resource development within and adjacent to the City's Growth Management Area, and on City-owned properties outside of City limits.
- ~~7. Supports legislation that protects public health, safety, welfare, the environment and wildlife resources in consideration of surface owners and mineral owner rights.~~

OPEN RECORDS AND DATA MANAGEMENT

HIGH PERFORMING GOVERNMENT

The City is the collector and keeper of hundreds of datasets and recorded information and is legally bound and responsible for responding to Open Record requests. The City supports transparency and open data initiatives.

Therefore, the City:

1. Supports clear requirements that allow for reasonable requests and timeframes to provide information that is legally available.
2. Opposes mandates that include unrealistic timeframes and requests that require additional staff time with no means to recover costs.
3. Supports cybersecurity efforts that protect the City, consumers and infrastructure.
4. Supports data privacy regulations prohibiting the sharing of residents' data with federal agencies without a court-authorized subpoena, warrant or other valid order.

PARKS, NATURAL AREAS, AND PUBLIC AMENITIES

ENVIRONMENTAL HEALTH, CULTURE & RECREATION

The City is committed to providing the community with excellent natural areas, parks, recreation facilities, trails, cultural centers and engaging programs. Residents and visitors enjoy improved health, less crime, a higher quality of life and a greater sense of community because of the quality natural areas, parks and recreation programs, and other public spaces.

Therefore, the City:

1. Supports maintaining or enhancing funding for parks, trails, forestry, horticulture, natural areas, cultural centers, and recreation services and facilities.
2. Supports local discretion to use Great Outdoors Colorado and other sources for funding

municipal government projects addressing local needs and priorities.

3. Supports equal or greater funding levels of Great Outdoors Colorado grants awarded to municipalities.
4. Supports maintaining or enhancing tax incentives to private landowners for voluntary land conservation.
5. Supports protection of the Cache la Poudre River and local urban streams.
6. Supports programs and funding for equitable access to public space and services.

PUBLIC HEALTH

SAFE COMMUNITY, NEIGHBORHOOD LIVABILITY & SOCIAL HEALTH

The City of Fort Collins strives to be a healthy, livable city that is a welcoming and inclusive community for all, including residents who may be experiencing the challenges of homelessness, mental health issues, substance use disorders, depression and other challenging life situations. The City also supports primary prevention strategies to reduce the injuries and deaths associated with gun violence.

Therefore, the City:

1. Supports maintaining or increasing the funds available through the state and federal government for community-focused non-profits to provide human services and housing support.
2. Supports providing communities with resources to address chronic homelessness, supportive housing, mental health and substance use disorders, including tobacco, alcohol and drug prevention programs.
3. Supports a standardized statewide approach to addressing homelessness.
4. Supports research and necessary funding related to the root causes and effects of gun violence to better inform prevention strategies.
5. Supports research, funding and/or programs to address disparities in social determinants of health (e.g., housing, income, educational attainment, access to healthcare) to improve community-wide health outcomes, including addressing root cause issues such as racism and exclusion.
6. Supports efforts to ensure the health and safety of domestic animals and appropriate penalties for cases of abuse, cruelty and neglect.
- 6.7. Supports distributing funding awarded, both regionally and locally, from national Opioid Abatement Settlements to support prevention, harm reduction, treatment, recovery, supportive housing, and criminal diversion programs.

PUBLIC SAFETY

SAFE COMMUNITY

The Fort Collins City Council recognizes the critical importance of maintaining public safety, providing a safe environment, and protecting the lives and property of the residents of Fort Collins on a daily basis as well as through preparedness and resiliency planning efforts.

Therefore, the City:

1. Supports greater protections to victims of crime, regardless of immigration status.

2. Supports the City's right to use camera enforcement of ~~traffic~~ laws, to reduce operational restrictions on the use of camera enforcement, and to increase the fines associated with violations.
3. Supports protocols and funding for shared, statewide emergency response communications, including supporting Larimer Emergency Telephone Authority (LETA) and other efforts to resolve 911 diversity (back-up/resilience) issues.
4. Opposes increased 911 provider tariffs without clear documentation of cost needs.
5. Opposes legislation and initiatives ~~initiatives~~ that have the potential to compromise officer safety.
6. Supports minimum training criteria and professional mediator certification that formally legitimizes the field of Alternative Dispute Resolution (ADR).
7. Opposes municipal liability for prisoners' self-inflicted wounds while in police custody or detention facilities.
8. Opposes efforts to undermine local control or enforcement of activities on public property.
9. Supports a state adopted fire and building code, the code of choice being the International Fire and Building Code, while allowing municipalities to adopt their own codes and local amendments.
10. Opposes limits to local enforcement of the International Fire Code as adopted with local amendments, imposing inspection requirements or preventing collection of permit or inspection fees as required by the local jurisdiction.
11. Opposes restricting any local jurisdiction from requiring the installation of fire sprinklers.
12. Supports the City's ability to prohibit the use and sale of fireworks and allow counties and fire districts to prohibit and otherwise control fireworks within City boundaries.
13. Supports efforts to reduce abuse and improper disposal of over-the-counter and prescription drugs.
14. Supports exclusive digital communication networks for public safety personnel during emergencies.
15. Supports the restoration of qualified immunity for police and other government officials.
16. Supports practical standards related to use of force that appropriately balance the rights and safety of Fort Collins residents with the safety of first responders.
17. Supports increased reporting of crimes by refraining from inquiries about legal immigration status unless such inquiry is pertinent to a crime; supports continuation of non-restrictive U-Visa certification policies that allow victims of crime to access important legal protections.
18. Supports continued use of body-worn cameras (BWCs), protections for public recordings of police, and the maintenance and reporting of such data that does not compromise police operations or public safety.
19. Supports statute change to allow the deactivation of BWCs when in a law enforcement facility with active audio and video recording devices and clarify that law enforcement personnel assigned to administrative duties are exempt from the requirement to wear a BWC daily.
20. Supports the establishment of the City's right to enforce municipal codes on City property that may lie outside the City's official geographic borders.

19.21. Supports legislative action that deters the illegal sale, possession, and use of narcotics in public spaces.

RECYCLING AND SOLID WASTE REDUCTION ENVIRONMENTAL HEALTH

The City of Fort Collins endorses a multi-pronged approach to waste minimization that includes recycling, re-use, composting and source reduction, and which also applies Zero Waste principles such as redesigning systems to reduce pollution and waste. Additionally, the City has adopted a goal of ~~diverting 75 percent of community waste by 2020, 90 percent by 2025, and 100 percent Zero Waste~~ by 2030.

Therefore, the City:

1. Encourages ~~State and regional policies and practices that advance an~~ integrated system for , sustainable-waste and materials management-planning, management and tracking such as ~~and implementation policy, including but not limited to~~ centralized data collection requirements, local hauler licensing and initiatives to reach statewide diversion targets.
2. Supports a regulatory authority role for local government to ensure the efficient management of recyclable material and solid waste, including application of laws that prescribe the use of county-funded disposal facilities for certain types of wastes, and other local bans on landfill disposal for certain types of debris.
3. Encourages “buy recycled” or “environmentally preferable purchasing” policies for government agency procurement.
4. Supports incentives and funding for programs that promote waste and plastic reduction, reuse and recycling, and development of related infrastructure.
5. Supports continued or increased funding for programs to collect and monitor data on trash volumes, rates of diversion from landfill disposal and economic impacts of recycling.
6. Supports establishing a refundable deposit fee on beverage containers to increase recovery rates and pay for recycling programs.
7. Supports state and regional economic tools for existing and new businesses that provide end markets for recycled materials in support of a domestic, circular economy.
8. Supports incentives, ~~and programs, and requirements for the commercial use of~~ to encourage the use of compost to expand, developing end markets for to help divert organic material (e.g., food scraps and yard wastetrimmings.) ~~from landfills, and developing composting infrastructure.~~
9. Supports incentives and programs to develop end markets that support salvaging and recycling of valuable materials from the ~~for~~ construction and demolition waste stream. ~~materials and other potentially recyclable materials.~~
10. Supports extended producer responsibility initiatives that fund recycling programs and incentivize products to be designed for reuse, recycling or composting be made of less toxic materials, while , and maintaining local control of recycling programs.
- ~~10.11.~~ Opposes mixed waste processing for municipal solid waste and only supports utilizing clean waste-to-energy technology if it is for processing materials that are not re-usable, recyclable, or compostable.

RISK MANAGEMENT AND LIABILITY

HIGH PERFORMING GOVERNMENT

The City of Fort Collins recognizes the dual purpose of the workers' compensation system: providing benefits promptly to injured employees in a cost-effective manner and minimizing costly litigation. The City also recognizes that the City's self-insurance program is a cost-efficient method to insure workers' compensation and that government intervention or taxation can negatively impact the City.

Therefore, the City:

1. Supports improving administrative efficiency of the Division of Workers' Compensation.
2. Opposes increased insurance premium costs to employers.
3. Opposes administrative burdens or taxes to self-insurance programs.
4. Supports limits to insurance claim litigation.
5. Opposes limiting the City's options and ability to manage workers' compensation claims, including actions like removing existing offsets to workers' compensation benefits or limiting the City's ability to designate treating physicians.
6. Opposes efforts to presumptively expand workers' compensation coverage to illnesses or injuries that are not work related.
7. Opposes efforts to reduce or weaken protections against liability through governmental immunity or other statutory provisions.

SMALL BUSINESS SUPPORT

ECONOMIC HEALTH, HIGH PERFORMING GOVERNMENT

The City of Fort Collins actively supports small businesses throughout their stages of formation and growth. Changing consumer habits and increased online competition threaten to disrupt the recovery for small businesses.

Therefore, the City:

- ~~1. Supports efforts to reduce the cost of food delivery for small businesses by managing third-party delivery fees and encouraging statewide licensing of these service providers.~~
- 2.1. Supports efforts to enhance statewide funding for small business support, including enhanced services to support new business formation owned by women, minority, low-income, and veteran individuals.

TRANSPORTATION INVESTMENT

TRANSPORTATION & MOBILITY

The City actively promotes transportation infrastructure that facilitates the safe and efficient movement of people, goods and services regardless of mode. Infrastructure improvements will support the Vision Zero plan and be in concert with land use development while being respectful of community values and the environment.

Therefore, the City:

1. Supports alternative methods of funding transportation infrastructure needs.
2. Supports funding the analysis and implementation of inter- and intra-regional transit

linkages, including future commuter rail connectivity.

3. Encourages flexibility in federal funding and regulations in order to better meet the needs of small to medium-size communities.
4. Supports guaranteed levels of federal funding for transportation and allocation of all federal motor fuel taxes and other federal transportation trust funds for their intended transportation purposes.
5. Supports funding for the build-out of Interstate 25 improvements.
6. Supports additional funding options and availability to increase safety in all modes of travel.
7. Supports broadening the definition of the gasoline tax to a “fuel tax” that encompasses other fuel options as they become more prevalent.
8. Opposes municipal reductions to the present Highway User Tax Fee (HUTF) allocation formula ~~of 60 percent state, 22 percent counties, and 18 percent municipalities for Highway User Tax Fund (HUTF) or any appropriations from the state using the same formula.~~
9. Supports enhanced ability to implement railroad quiet zones in municipalities, further options in pursuing various degrees of quiet zones, and an overall reduction in train horn decibel and duration requirements.
10. Opposes divesting highway roads in urban areas from the state and making them the sole responsibility of local jurisdictions without adequate compensation for ongoing maintenance.
11. Supports safe operation of railroads through timely track inspections, joint training and communication between railroad and emergency personnel, and the use of safe equipment.
12. Supports local regulatory and design standard control of public roads, pedestrian paths and bike lanes to address all modes of transportation.
- 12-13. Supports funding to provide asset management for transportation assets.

URBAN RENEWAL AND DOWNTOWN DEVELOPMENT

ECONOMIC HEALTH

The State of Colorado has empowered local authorities to use Urban Renewal Authorities (URA) and Downtown Development Authorities (DDA) to encourage downtown revitalization and the elimination of blight. The main funding tool for URAs and DDAs is Tax Increment Financing (TIF) generated through property taxes. In its best intention, urban renewal and downtown revitalization restores economic vitality and improves the safety of a designated area with limited financial impact to other government jurisdictions.

Therefore, the City:

1. Opposes limitations on municipalities’ ability to utilize financing mechanisms such as TIF.
2. Supports maintaining the ability of downtown development authorities to utilize the full offering of tools and powers provided in the DDA Act.
3. Supports maintaining the ability of Urban Renewal Authorities to utilize the full offering of tools and powers provided for in state statute.

4. Supports legislative action to provide clarity, stability, and predictability to property taxation formulas and policies”

~~3.5.~~_____

WATER, WASTEWATER, AND STORMWATER ENVIRONMENTAL HEALTH, SAFE COMMUNITY

The City operates a water utility, a wastewater utility and a stormwater utility through an integrated management approach that recognizes the value and interconnectness of all water systems. This approach ensures in a financially sound, reliable, safe and environmentally responsible considerations that provide sustainable and resilient water access and usage for all, now and into the future.manner. The availability of adequate water supplies is critical to the City and is managed by the Water Supply and Demand Management Policy, the Water Efficiency Plan, and other water-related codes, rules, regulations, plans and policies.

Therefore, the City:

1. Supports expanding the authority delegated to the state to administer federally mandated water, stormwater and wastewater environmental regulatory programs.
- 1-2. Supports protecting the integrity of Colorado's prior appropriation doctrine to protect the City's water supplies and prevent injury to other water users.
3. Supports reasonable water quality regulations that use a science-based approach and consider holistic solutions that are sustainable, feasible, and protect public health and the environment. are cost-effective and can show identifiable benefits.
- 2-4. Supports reasonable regulations that establish accountability and responsibility for generators of emerging contaminants, such as, but not limited to per- and polyfluoroalkyl substances (PFAS), without placing the sole burden on passive receivers of these pollutants.
5. Supports ~~municipal~~ flexibility to manage in-stream flows to preserve or improve the natural environment while protecting the integrity of Colorado's appropriation doctrine, protecting the City's water supplies and preventing injury to other water users.
6. Supports efforts to increase resiliency from flooding that maintain local flexibility in implementation.
- 3-7. Supports collaboration, policy, and regulations that allow enhancement and restoration of natural systems to achieve water quality objectives.
- 4-8. Supports financing for water conservation projects, such as turf conversions, and supports new financing opportunities for these projects including grants, zero/low interest loans, etc., with availability to all water districts and providers.
- 5-9. Supports funding for the recovery and treatment-resilience of the Fort Collins water supply, its watershed, and other waterways impacted by or subject to natural disasters and human-caused events, including fires.
- 6-10. Supports enhanced municipal authority to protect and increase the flexibility and resiliency of the City's water supplies under Colorado's appropriation doctrine, without causing injury to other water users and without adversely affecting in-stream flows or the natural environment. This includes potential bills related to treated water providers being able to more easily share treated water supplies between their distribution systems.
- 7-11. Supports reducing legal barriers and clarifying legal ambiguities related to water

reuse and greywater projects while protecting the integrity of Colorado's appropriation doctrine, ~~protecting~~ the City's water supplies and preventing injury to other water users.

~~8.12.~~ Supports streamlining of federal and state permitting requirements ~~for water development projects~~ that increases coordination between permitting agencies, reduces administrative and financial burdens on permit applicants, while still and ensuring adequate robust and enforceable environmental protections.

~~9.13.~~ Supports the enlargement of Halligan Reservoir as a common-sense, cost-effective and environmentally-beneficial approach to meet Fort Collins Utilities' future water supply needs.

CITY OF FORT COLLINS LEGISLATIVE CONTACTS

LEGISLATIVE REVIEW COMMITTEE update to current committee and delete most other contacts.

Name	District/Title	Email	Phone
Councilmember Tricia Canonico, Chair	District 3	tcanonico@fcgov.com	970-305-6296
Mayor Jeni Arndt	Mayor	jarndt@fcgov.com	970-413-3146
Councilmember Shirley Peel	District 4	speer@fcgov.com	970-294-2575
Kelly DiMartino	City Manager	kdimartino@fcgov.com	970-416-2028
Carrie Daggett	City Attorney	cdaggett@fcgov.com	970-416-2463
Tyler Marr	Legislative Staff	tmarr@fcgov.com	970-416-4205
Ginny Sawyer		gsawyer@fcgov.com	970-416-2354

LEGISLATIVE STAFF LIAISON MEMBERS

Topic-Area	Name	Title	Email	Phone
Affordable Housing and Social Sustainability	Meaghan Overton-Beth Yonce	Housing Manager Social Sustainability Director	moverton@fcgov.com byonce@fcgov.com	970-416-2283 970-221-6752
Air Quality	Honore Depew	Climate Program Manager	hdepew@fcgov.com	970-224-6143
Broadband	Chad Crager	Broadband Director	ccreager@fcgov.com	970-221-6798
Cable Television-Franchise	Carson Hamlin	Sr. Video Production Engineer	chamlin@fcgov.com	970-221-6510
Childcare	Adam Molzer	Human Services Program Manager	amolzer@fcgov.com	970-221-6757
Climate	Honore Depew	Climate Program Manager	hdepew@fcgov.com	970-224-6143
Environmental Protection	Honore Depew	Climate Program Manager	hdepew@fcgov.com	970-224-6143
Elections, Liquor and Marijuana Licensing	Anissa Hollingshead	City Clerk	ahollingshead@fcgov.com	970-426-2995
Energy	Gretchen Stanford	Deputy Utilities Director, Customer Connections	gstanford@fcgov.com	970-416-2627
Finance	Travis Storin	Chief Financial Officer	tstorin@fcgov.com	970-221-6795
Economic Health	SeonAh Kendall	Economic Health Director	skendall@fcgov.com	970-221-6324
Fire Protection and HAZMAT Management	Derek Bergsten	Poudre Fire Authority Chief	derek.bergsten@poudre-fire.org	970-566-7274
Human Resources	Teresa Roche	Chief Human Resources Officer	troche@fcgov.com	970-221-6826
Natural Areas, Open Lands and Cache la Poudre River Issues	Katie Donahue	Natural Areas Director	kdonahue@fcgov.com	970-416-8067
Building Services	Marcus Coldiron	Chief Building Official	mcoldiron@fcgov.com	970-416-2324

Parks and Recreation	Mike Calhoon- LeAnn Williams	Director of Parks- Director of Recreation	mcalhoon@fcgov.com- lewilliams@fcgov.com	970-416-2079
Planning and Land Use	Paul Sizemore	Community Development and- Neighborhood Services Director-	psizemore@fcgov.com	970-224-6140
	Clay Frickey	Planning Manager	cfrickey@fcgov.com	970-416-2625
Public Safety	Greg Yeager	Deputy Chief of Police	gyeager@fcgov.com	970-416-2185
Recycling and Solid- Waste Reduction	Honore Depew	Climate Program Manager	hdepew@fcgov.com	970-224-6143
Risk Management	Claire Goodwin	Safety, Security and Risk- Management Director	cgoodwin@fcgov.com	970-221-6774
Stormwater	Andrew Gingerich	Water Field Operations Director	agingerich@fcgov.com	970-221-6232
Transportation	Drew Brooks	Planning Development and- Transportation Deputy Director	dbrooks@fcgov.com	970-221-6511
Utilities Customer- Connections and Water- Conservation	Gretchen Stanford	Deputy Utilities Director, Customer- Connections	gstanford@fcgov.com	970-416-2627
Water Supply and- Quality	Jason Graham	Director of Water Utilities	jgraham@fcgov.com	970-221-6921

DRAFT-Legislative Review Committee Minutes
Tuesday, October 15, 2024

Councilmembers present: Councilmember Canonico, Councilmember Ohlson, Councilmember Pignataro, Councilmember Gutowski (alternate)
Staff: Ginny Sawyer, Jenny Lopez-Filkins, Tyler Marr, Max Valadez
Guests: Kevin Jones, Ed Bowditch, Jenn Cassell

1. Approval of minutes from September 17, 2024 meeting. Pignataro moved, Canonico seconded. Passed 3-0.
 - a. Amendment to add requests for info on pet crematoriums and legislation inquiry for camera radar fees/points system.
2. Review updated Legislative Policy Agenda
 - a. Redline and Clean versions discussed.
 - i. Typically adopted every year, worked through by staff initially and redline brought to LRC. Once approved by LRC, placed on Council agenda for adoption, sometimes under consent calendar.
 - b. Discussion on benefits of shifting to two-year cycle for LPA.
 - c. Updates to LPA included:
 - i. Wording changes.
 - ii. Eliminating long list of staff at end of document.
 - d. Air Quality- Change #7 to be more inclusive of non-EV vehicles (e.g., hydrogen fuel vehicles)
 - e. Climate- #4 spelling correction for "extreme".
 - f. Finance- #5 staff explained that state law limits where City investments can go, CO one of few states with restrictions on this topic, less option for City to shop for options.
 - g. Housing – #7 remove provision of free legal assistance due to redundancy. Discussion on difference in right to counsel and free counsel. Staff to check on adjustments to item.
 - i. Mobile Home Act- any way to incorporate safeguards for power grid? Expanding protections for mobile home parks?
 1. Staff to look at this and bring follow-up forward if it makes sense.
 - ii. #4 - preference for edit to "supports improving" to avoid issues revolving building of "bad" housing.
 - h. Immigration- #6 staff didn't believe we needed this point, state law changed and verification of lawful presence no longer in state statute.
 - i. Land Use- #11 Council asked for explanation for edits. Staff cited issues of staffing/funding for inspection services, would challenge City's ability to meet state mandate.
 - j. Oil and Gas: Question on removing #7. Staff cited more relevance for past Councils on this item.
 - i. Replace local with regional in intro
 - ii. Restore last sentence in intro
 - iii. Restore #3 on pollution monitoring
 - iv. #4: "Supports expansion to current allocation of SST and FML revenue..."
 - k. Public Safety- Staff recommend removing #21, propose addition of #23 to take place. Staff wanted to surface this because of issues related to open drug use after change of state laws and signal that problem is getting worse.
 - i. #15 discussion on qualified immunity: Staff discussed recruitment/retention challenges for police in this space.
 - l. Recycling/Solid Waste

- i. #11 add: “clean” before WTE and reorder the word ‘only’
 - 1. *Possible rewrite:* Opposes mixed waste processing for municipal solid waste and only supports utilizing clean waste-to-energy technology for processing materials that are *not* recyclable or compostable.
 - 2. To add some language regarding plastics.
- m. Small Business Support
 - i. #1- COVID era holdover that is no longer focus of City.
 - 1. Staff to follow up on origin of this change and larger context.
- n. Transportation
 - i. #8 typo (spell out acronym) HUTF instead of HUFT.
- o. Water
 - i. #6- Council asked for explanation of addition. Staff to follow up and get back to LRC on what this change means.
- p. URA
 - i. #4- Staff for small business support wanted this in both areas (only in this area originally) to provide clarity on property taxation.

Agreement that suggested changes can be made and LPA adoption can be calendared for November 4, 2024. This provides time to create a more polished version to have available at meeting/dinner on November 19.

- 3. Other Business and Announcements
 - a. Follow-up: CC4CA membership-\$30,900 in 2024
 - b. Update given on pet crematoriums and authority of localities to create requirements around this.
 - c. Staff would like to follow up on points/fine system for camera radar.
 - d. Staff planning lobbying trip to Washington D.C. week after Thanksgiving holiday.
 - i. Staff to share specific items of interest and share agenda closer to date.
 - e. Meet and dinner with Legislators: Tuesday, November 19, 2024; 4-6pm

Meeting adjourned at 5:00 PM

Next Meeting: January 21, 2025

File Attachments for Item:

23. Resolution 2024-129 Authorizing the Execution of an Intergovernmental Agreement Between the City of Fort Collins and the Colorado Department of Transportation for Funding of Transfort FLEX Service.

The purpose of this item is to authorize the City Manager to execute an Intergovernmental Agreement (the "IGA") with the Colorado Department of Transportation ("CDOT"). This IGA will result in the receipt by Transfort of \$300,000 in grant funds through the Statewide Competitive Pool of the FASTER ("Funding Advancement for Surface Transportation and Economic Recovery Act of 2009") Transit program for fiscal year ("FY") 2024.

November 4, 2024

AGENDA ITEM SUMMARY

City Council



STAFF

Annabelle Phillips, Assistant Director, Transfort

SUBJECT

Resolution 2024-129 Authorizing the Execution of an Intergovernmental Agreement Between the City of Fort Collins and the Colorado Department of Transportation for Funding of Transfort FLEX Service.

EXECUTIVE SUMMARY

The purpose of this item is to authorize the City Manager to execute an Intergovernmental Agreement (the "IGA") with the Colorado Department of Transportation ("CDOT"). This IGA will result in the receipt by Transfort of \$300,000 in grant funds through the Statewide Competitive Pool of the FASTER ("Funding Advancement for Surface Transportation and Economic Recovery Act of 2009") Transit program for fiscal year ("FY") 2024.

STAFF RECOMMENDATION

Staff recommends adoption of the Resolution.

BACKGROUND / DISCUSSION

Transfort's commuter FLEX routes contribute greatly to the transportation community in Northern Colorado, serving the citizens of Fort Collins, Loveland, Longmont, Berthoud, Boulder and smaller population centers in between. FLEX service provides five trips each weekday between Fort Collins and Boulder, two in the morning and three in the afternoon/evening. Beginning in 2021 FLEX service was expanded to add an additional mid-day round trip on weekdays and weekend service to Boulder with two morning trips and two evening trips on Saturday and Sunday. Ridership of FLEX regional routes has continued to increase since its initial launch in 2009. This demonstrates the demand for transit service between these communities in Northern Colorado.

CDOT has awarded the City of Fort Collins a \$300,000 grant from the Statewide Competitive Pool of the FASTER Transit program for FY 2024. The grant funds and the local match will be dedicated to the operating expenses for FLEX Regional routes, including fuel, payroll costs, administrative and overhead outlays. This grant requires a 50% local match of \$300,000. The total \$600,000 will contribute to the overall annual operating cost of approximately \$2.25 million for FLEX. Transfort maintains intergovernmental agreements with each partner agency (Loveland, Berthoud, Longmont, City of Boulder, and Boulder County). The agencies' contributions are based on the ridership levels of each municipality and contribute to the annual operating costs. The \$300,000 local match contributes to the City of Fort Collins' share.

At the same time as considering this proposed Resolution, Council will also be considering the second reading of a supplemental appropriation of a \$300,000 award and \$300,000 local match. If adopted, the Resolution and Ordinance will assist in maintaining the exceptional service that the FLEX route provides to citizens and surrounding communities.

Council previously approved similar grant agreement resolutions, including Resolution 2022-022 for FY 2022 FASTER FLEX Operating grant funding and Resolution 2023-103 for FY 2023 FASTER FLEX Operating grant funding.

CITY FINANCIAL IMPACTS

The City is anticipated to receive \$600,000 in CDOT FY 2024 FASTER Grant funding via the IGA. On second reading, Council is also considering Ordinance No. 143, 2024, which would appropriate the \$300,000 FY 2024 FASTER Grant funds and the \$300,000 needed to meet the full local match requirement.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

No board or commission recommendations are associated with this Resolution.

PUBLIC OUTREACH

No public outreach was conducted as part of this Resolution.

ATTACHMENTS

1. Resolution for Consideration
2. Exhibit A to Resolution
3. FLEX Route Map

RESOLUTION 2024-129
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF
FORT COLLINS AND THE COLORADO DEPARTMENT OF
TRANSPORTATION FOR FUNDING OF TRANSFORT FLEX
SERVICE

- A. Transfort's commuter FLEX regional bus routes contribute greatly to the transportation community in Northern Colorado by serving residents of Fort Collins, Loveland, Longmont, Berthoud, Boulder and smaller population centers along the routes.
- B. FLEX serves the public purpose of facilitating transit service for residents and others among surrounding communities.
- C. The overall operating costs for FLEX service in 2024 are \$2,250,000.
- D. The Colorado Department of Transportation ("CDOT") awarded the City a \$300,000 grant from the Statewide Competitive Pool of the Funding Advancement for Surface Transportation and Economic Recovery Act of 2009 ("FASTER") Transit Program for fiscal years 2024 and 2025 (the "Grant").
- E. The Grant requires a 50% local match of \$300,000 from the City.
- F. The total project funds of \$600,000, including the Grant and the City's matching funds, will contribute to the overall operating costs for FLEX service in 2024 and 2025, which annual operating costs are paid by contributions from the regional partner agencies (Fort Collins, Loveland, Berthoud, Longmont City of Boulder, and Boulder County).
- G. The Grant and local match will be appropriated through Ordinance No. 143, 2024, to be adopted on second reading concurrently with this Resolution.
- H. CDOT has proposed an Intergovernmental Agreement ("IGA") with the City, shown as Exhibit "A" attached hereto and incorporated by this reference, that outlines the terms and conditions of the Grant.
- I. Colorado Revised Statutes Section 29-1-203 provides that governments may cooperate or contract with one another to provide certain services or facilities when such cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve.
- J. Article II, Section 16 of the City Charter empowers the City Council, by ordinance or resolution, to enter into contracts with governmental bodies to furnish governmental services and make charges for such services, or enter into cooperative or joint activities with other governmental bodies.

K. City Code Section 1-22 requires the City Council to approve intergovernmental agreements that require the City to make a direct monetary payment over \$50,000, and the proposed IGA requires the City to provide matching funds in the amount of \$300,000.

L. The City Council has determined that the Grant is in the best interests of the City and that the City Manager be authorized to execute the IGA between the City and CDOT in support thereof.

M. This Resolution will serve the public purpose of maintaining the exceptional transit service that the FLEX route provides to citizens and surrounding communities.

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS that the City Manager is hereby authorized to enter into the IGA, in substantially the form attached hereto as Exhibit "A", together with such additional terms and conditions as the City Manager, in consultation with the City Attorney, determines to be necessary and appropriate to protect the interests of the City or to effectuate the purposes of this Resolution.

Passed and adopted on November 4, 2024.

Mayor

ATTEST:

City Clerk

Effective Date: November 4, 2024
Approving Attorney: Madelene Shehan

STATE OF COLORADO GRANT AGREEMENT

COVER PAGE

State Agency Department of Transportation	Agreement Number/PO Number 25-HTR-ZL-00070 / 491003742		
Grantee City of Fort Collins	Agreement Performance Beginning Date The Effective Date		
Grant Agreement Amount Initial Term FASTER Funds Maximum Amount <div style="text-align: right;">\$300,000.00</div>	Initial Agreement Expiration Date December 31, 2025		
Total for all Agreement Terms <div style="text-align: right;">\$300,000.00</div>	Fund Expenditure End Date December 31, 2025		
Agreement Authority Authority to enter into this Agreement exists in CRS §§43-1-106, 43-1-110, 43-1-117, 43-2-101(4)(c), 43-4-811(2), SB18-001, SB17-228 and SB17-267.			
Agreement Purpose The purpose of this Grant is for CDOT to disburse FASTER Program Funds to Grantee to conduct work within the provisions of this Grant.			
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Agreement: <ol style="list-style-type: none"> 1. Exhibit A, Statement of Work and Budget. 2. Exhibit B, Sample Option Letter. 3. Exhibit C, Title VI-Civil Rights. <p>In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:</p> <ol style="list-style-type: none"> 1. Exhibit C, Title VI-Civil Rights. 2. Colorado Special Provisions in §17 of the main body of this Agreement. 3. The provisions of the other sections of the main body of this Agreement. 4. Exhibit A, Statement of Work and Budget. 5. Executed Option Letters (if any). 			
Principal Representatives <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> For the State: Robin Rocke Division of Transit and Rail 2829 W. Howard Place Denver, CO 80204 robin.rocke@state.co.us </td> <td style="width: 50%; border: none;"> For Grantee: Joshua Ma City of Fort Collins PO Box 580 Ft. Collins, CO 80522-0580 jma@fcgov.com </td> </tr> </table>		For the State: Robin Rocke Division of Transit and Rail 2829 W. Howard Place Denver, CO 80204 robin.rocke@state.co.us	For Grantee: Joshua Ma City of Fort Collins PO Box 580 Ft. Collins, CO 80522-0580 jma@fcgov.com
For the State: Robin Rocke Division of Transit and Rail 2829 W. Howard Place Denver, CO 80204 robin.rocke@state.co.us	For Grantee: Joshua Ma City of Fort Collins PO Box 580 Ft. Collins, CO 80522-0580 jma@fcgov.com		

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

<p style="text-align: center;">Grantee Signature City of Fort Collins</p> <p>By: _____</p> <p>Name: <u> Kelly DiMartino </u></p> <p>Title: <u> City Manager </u></p> <p>Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
<p style="text-align: center;">Second Grantee Signature, if Needed Legal Review - Grantee</p> <p>By: _____</p> <p>Name: <u> Madelene Shehan </u></p> <p>Title: <u> Assistant City Attorney </u></p> <p>Date: _____</p>	<p style="text-align: center;">LEGAL REVIEW Philip J. Weiser, Attorney General</p> <p>_____</p> <p style="text-align: center;">By: Assistant Attorney General</p> <p>Date: _____</p>
<p>In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">By: Department of Transportation</p> <p style="text-align: center;">Effective Date: _____</p>	

TABLE OF CONTENTS

- 1. PARTIES..... 3
- 2. TERM AND EFFECTIVE DATE 3
- 3. DEFINITIONS 4
- 4. STATEMENT OF WORK..... 6
- 5. PAYMENTS TO GRANTEE 6
- 6. REPORTING - NOTIFICATION 7
- 7. GRANTEE RECORDS 8
- 8. CONFIDENTIAL INFORMATION - STATE RECORDS 9
- 9. CONFLICTS OF INTEREST 10
- 10. INSURANCE 10
- 11. BREACH OF AGREEMENT 12
- 12. REMEDIES 12
- 13. DISPUTE RESOLUTION 13
- 14. NOTICES and REPRESENTATIVES 13
- 15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION 14
- 16. GENERAL PROVISIONS 14
- 17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3) 16

1. PARTIES

This Agreement is entered into by and between Grantee named on the Cover Page for this Agreement (the “Grantee”), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Agreement (the “State”). Grantee and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Effective Date, except as described in §5.D, or after the Fund Expenditure End Date. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in **Exhibit A**.

B. Initial Term

The Parties’ respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Cover Page for this Agreement (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Extension Terms - State’s Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in this Agreement (each such period an “Extension Term”). In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to Sample Option Letter attached to this Agreement.

D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Grantee in a form substantially equivalent to the Sample Option Letter attached to this Agreement, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

EXHIBIT A TO RESOLUTION 2024-129

Contract Number: 25-HTR-ZL-00070 / 491003742

Item 23.

E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for Breach of Agreement by Grantee, which shall be governed by **§12.A.i**.

i. Method and Content

The State shall notify Grantee of such termination in accordance with **§14**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Grantee shall be subject to the rights and obligations set forth in **§12.A.i.a**.

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Grantee for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursement shall not exceed the Grant Maximum Amount payable to Grantee hereunder.

F. Grantee's Termination Under State Requirements

Grantee may request termination of this Grant by sending notice to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **"Agreement"** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. **"Breach of Agreement"** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S., at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- C. **"Budget"** means the budget for the Work described in Exhibit A.
- D. **"Business Day"** means any day other than Saturday, Sunday, or a legal holiday as listed in §24-11-101(1), C.R.S.
- E. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1, et seq., C.R.S.
- F. **"Deliverable"** means the outcome to be achieved or output to be provided, in the form of a tangible or intangible Good or Service that is produced as a result of Grantee's Work that is intended to be delivered by Grantee.
- G. **"Effective Date"** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Agreement.
- H. **"End of Term Extension"** means the time period defined in §2.D.

EXHIBIT A TO RESOLUTION 2024-129

Contract Number: 25-HTR-ZL-00070 / 491003742

Item 23.

- I. **“Exhibits”** means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.
- J. **“Extension Term”** means the time period defined in §2.C.
- K. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- L. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- M. **“Grant Maximum Amount”** means an amount equal to the total of Grant Funds for this Agreement.
- N. **“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, which are included as part of the Work, as described in §§24-37.5-401, et seq., C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- O. **“Initial Term”** means the time period defined in §2.B.
- P. **“Matching Funds”** (Local Funds) means the funds provided by Grantee as a match required to receive the Grant Funds.
- Q. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- R. **“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. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.
- S. **“Services”** means the services to be performed by Grantee as set forth in this Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.
- T. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to PII, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- U. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- V. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- W. **“State Records”** means any and all State data, information, and records, regardless of physical form.
- X. **“Subcontractor”** means any third party engaged by Grantee to aid in performance of the Work. **“Subcontractor”** also includes sub-grantees of Grant Funds.
- Y. **“Work”** means the Goods delivered and Services performed pursuant to this Agreement.
- Z. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and

EXHIBIT A TO RESOLUTION 2024-129

Contract Number: 25-HTR-ZL-00070 / 491003742

Item 23.

any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined elsewhere in this Agreement or in an Exhibit shall be construed and interpreted as defined in that section.

4. STATEMENT OF WORK

Grantee shall complete the Work as described in this Agreement and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

5. PAYMENTS TO GRANTEE

A. Grant Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Grant Maximum Amount for that State Fiscal Year shown on the Cover Page of this Agreement as "FASTER Funds Maximum Amount".

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Grantee in the amounts and in accordance with the conditions set forth in Exhibit A.
- b. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. Any advance payment allowed under this Agreement, shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement and its Exhibits. Eligibility and submission for advance payment is subject to State approval and must include approved documentation in the form and manner set forth and approved by the State.
- d. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Grantee and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Grantee shall make all changes necessary to correct that invoice.
- e. The acceptance of an invoice shall not constitute acceptance of any Work performed or Deliverables provided under this Agreement.

ii. Interest

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 of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Grantee shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days' interest to be paid and the interest rate.

iii. 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.

iv. Available Funds-Contingency-Termination

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

EXHIBIT A TO RESOLUTION 2024-129

Contract Number: 25-HTR-ZL-00070 / 491003742

Item 23.

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 Services and Goods that are delivered 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 §2.E.

C. Matching Funds

Grantee shall provide Matching Funds as provided in §5.A and Exhibit A. Grantee shall have raised the full amount of Matching Funds prior to the Effective Date and 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 extends 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" in Exhibit A 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. If Grantee is a public entity, Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

D. Reimbursement of Grantee Costs

- i. Any costs incurred by Grantee prior to the Effective Date shall not be reimbursed.
- ii. The State shall reimburse Grantee's allowable costs, not exceeding the Grant Maximum Amount shown on the Cover Page of this Agreement and on Exhibit A for all allowable costs described in this Agreement and shown in Exhibit A, except that Grantee may adjust the amounts between each line item of Exhibit A without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the Grant Maximum Amount of this Agreement or the Grant Maximum Amount for any State Fiscal Year, and the change does not modify any requirements of the Work.
- iii. 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 for the Goods and Services provided; 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 cost actually incurred.)
- iv. Grantee's costs for Work performed after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. Grantee shall initiate any payment request by submitting invoices to the State in the form and manner set forth and approved by the State.

E. Close-Out

Grantee shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Cover Page for this Agreement. 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. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

6. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to any other Exhibit, for any Agreement having a term longer than three months, Grantee shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted

EXHIBIT A TO RESOLUTION 2024-129

Contract Number: 25-HTR-ZL-00070 / 491003742

Item 23.

to the State not later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation 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's Principal Representative identified on the Cover Page for this Agreement.

C. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

D. Violations Reporting

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

7. GRANTEE RECORDS**A. Maintenance**

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 and the delivery of Services (including, but not limited to, the operation of programs) or Goods hereunder (collectively, the "Grantee Records"). Grantee shall maintain such records for a 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 (the "Record Retention Period"). 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 findings 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.

B. Inspection

Grantee shall permit the State and any other duly authorized agent of the State 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.

C. Monitoring

The State and any other duly authorized agent of the State, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

D. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee or a third party.

8. CONFIDENTIAL INFORMATION - STATE RECORDS**A. 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. Grantee shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Grantee shall immediately forward any request or demand for State Records to the State's Principal Representative identified on the Cover Page of this Agreement.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this 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 Subcontractor 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.

C. 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.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, Grantee 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 that Grantee, and its agents, employees, and Subcontractors are not 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 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 costs thereof. The State may, in its sole discretion and at Grantee's sole expense, require Grantee to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Grantee shall provide the State with the results of such audit and evidence of Grantee's planned remediation in response to any negative findings.

E. 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, including the requirements of any Exhibits hereto, at all times. As used in this section, the protections afforded Work Product only apply to Work Product that requires confidential treatment.

F. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits.

EXHIBIT A TO RESOLUTION 2024-129

Contract Number: 25-HTR-ZL-00070 / 491003742

Item 23.

Grantee shall be a “Third-Party Service Provider” as defined in §24-73-103(1)(i), C.R.S., and shall maintain security procedures and practices consistent with §§24-73-101, *et seq.*, C.R.S.

9. CONFLICTS OF INTEREST**A. Actual Conflicts of Interest**

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Agreement. Such a conflict of interest would arise when a Grantee or Subcontractor’s employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

B. Apparent Conflicts of Interest

Grantee acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State’s interests. Absent the State’s prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee’s obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State’s consideration. 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.

D. 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 Agreement. For the avoidance of doubt, an actual or apparent conflict of interest shall exist if Grantee employs or contracts with any State employee, any former State employee within six months following such employee’s termination of employment with the State, or any immediate family member of such current or former State employee. Grantee shall provide a disclosure statement as described in §9.C. no later than ten days following entry into a contractual or employment relationship as described in this section. Failure to timely submit a disclosure statement shall constitute a Breach of Agreement. Grantee may also be subject to such penalties as are allowed by law.**10. INSURANCE**

Grantee shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Workers’ Compensation

Workers’ compensation insurance as required by state statute, and employers’ liability insurance covering all Grantee or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any 1 fire.

C. Automobile Liability

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.

D. Protected Information

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$2,000,000 general aggregate.

E. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

F. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

G. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Grantee and Subcontractors.

H. Primacy of Coverage

Coverage required of Grantee and each Subcontractor shall be primary over any insurance or self-insurance program carried by Grantee or the State.

I. Cancellation

All insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Grantee and Grantee shall forward such notice to the State in accordance with §14 within 7 days of Grantee's receipt of such notice.

J. Subrogation Waiver

All insurance policies secured or maintained by Grantee or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

K. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"), Grantee shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Grantee shall ensure that the Subcontractor maintain at all times during the terms of this Agreement, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

L. Certificates

For each insurance plan provided by Grantee under this Agreement, Grantee shall provide to the State certificates evidencing Grantee's insurance coverage required in this Agreement prior to the Effective Date. Grantee shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement prior to the Effective Date, except that, if Grantee's subcontract is not in effect as of the Effective Date, Grantee shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven Business Days following Grantee's execution of the subcontract. No later than 15 days before the expiration date of Grantee's or any Subcontractor's coverage, Grantee shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the

EXHIBIT A TO RESOLUTION 2024-129

Contract Number: 25-HTR-ZL-00070 / 491003742

Item 23.

term of this Agreement, upon request by the State, Grantee shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

11. BREACH OF AGREEMENT

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

If Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach of Agreement

In the event of Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under §2.E.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

EXHIBIT A TO RESOLUTION 2024-129

Contract Number: 25-HTR-ZL-00070 / 491003742

Item 23.

a. Suspend Performance

Suspend Grantee’s performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State’s directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee’s actions or inactions, cannot be performed or if they were performed are reasonably of no value to the State; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Grantee’s employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State’s best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State (i) secure that right to use such Work for the State and Grantee; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

B. Grantee’s Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

13. DISPUTE RESOLUTION

A. Initial Resolution

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

B. Resolution of Controversies

If the initial resolution described in §13.A fails to resolve the dispute within 10 Business Days, Grantee shall submit any alleged breach of this Agreement by the State to the Procurement Official of the State Agency named on the Cover Page of this Agreement as described in §24-101-301(30), C.R.S., for resolution following the same resolution of controversies process as described in §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S., (collectively, the “Resolution Statutes”), except that if Grantee wishes to challenge any decision rendered by the Procurement Official, Grantee’s challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Grantee pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

14. NOTICES and REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party’s principal representative at the address set forth on the Cover Page for this Agreement or (C) as an email with read receipt requested to the principal representative at the email address, if

EXHIBIT A TO RESOLUTION 2024-129

Contract Number: 25-HTR-ZL-00070 / 491003742

Item 23.

any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION**A. Work Product**

Whether or not Grantee is under contract with the State at the time, Grantee shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Grantee assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, all State Records, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and information provided by or on behalf of the State to Grantee are the exclusive property of the State (collectively, "State Materials"). Grantee shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Grantee's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Grantee shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Grantee

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 and/or video, and third-party materials, delivered by Grantee under this 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 this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. GENERAL PROVISIONS**A. Assignment**

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

B. Subcontracts

Grantee shall not enter into any subgrant or subcontract in connection with its obligations under this Agreement without providing notice to the State. The State may reject any such Subcontractor, and Grantee shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any work after that Subcontractor's subcontract has been rejected by the State. Grantee shall submit to the State a copy of each such subgrant or subcontract upon request by the State. All subgrants and 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.

EXHIBIT A TO RESOLUTION 2024-129

Contract Number: 25-HTR-ZL-00070 / 491003742

Item 23.

C. Binding Effect

Except as otherwise provided in **§16.A.**, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

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

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

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

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

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

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

K. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

L. 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 under this Agreement in accordance with the intent of this Agreement.

M. Survival of Certain Agreement Terms

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

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number

EXHIBIT A TO RESOLUTION 2024-129

Contract Number: 25-HTR-ZL-00070 / 491003742

Item 23.

98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the State imposes such taxes on Grantee. 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.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in §16.A., 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 this Agreement, and do not create any rights for such third parties.

P. 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.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Grantee's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations.

- i. Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.
- ii. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, shall obtain prior to the Effective Date and maintain at all times during the term of this Agreement, at its sole expense, a certificate of authority to transact business in the State of Colorado and designate a registered agent in Colorado to accept service of process.

T. Federal Provisions

Grantee shall comply with all applicable requirements of Exhibit C at all times during the term of this Agreement.

17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all agreements except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee..

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

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

EXHIBIT A TO RESOLUTION 2024-129

Contract Number: 25-HTR-ZL-00070 / 491003742

Item 23.

interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR.

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

E. COMPLIANCE WITH LAW.

Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

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

H. SOFTWARE PIRACY PROHIBITION.

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

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, et seq., C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other 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 Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee by deduction from subsequent payments under this Agreement, deduction from any payment due

EXHIBIT A TO RESOLUTION 2024-129

Contract Number: 25-HTR-ZL-00070 / 491003742

Item 23.

under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, et seq., C.R.S.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a Subcontractor that fails to certify to Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Grantee (i) shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment (“Department Program”) to undertake pre-employment screening of job applicants while this Agreement is being performed, (ii) shall notify the Subcontractor and the contracting State agency or institution of higher education within three days if Grantee has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Agreement, (iii) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Grantee participates in the Department program, Grantee shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Grantee fails to comply with any requirement of this provision or §§8-17.5-101, et seq., C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Agreement for breach and, if so terminated, Grantee shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, et seq., C.R.S.

Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Grantee (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of §§24-76.5-101, et seq., C.R.S., and (iii) has produced one form of identification required by §24-76.5-103, C.R.S., prior to the Effective Date of this Agreement.

EXHIBIT A TO RESOLUTION 2024-129

Contract Number: 25-HTR-ZL-00070 / 491003742

Item 23.

EXHIBIT A, STATEMENT OF WORK AND BUDGET

Project Description	2024-FASTER: Operating - FLEX (Fort Collins - Boulder)		
Project End Date	December 31, 2025		
Subrecipient	Fort Collins, City of	UEID #	VEJ3BS5GK5G1
Contact Name	Joshua Ma	Vendor #	2000023
Address	PO Box 580 Fort Collins, CO 80522-0580	Phone #	
Email	jma@fcgov.com	Indirect Rate	N/A
WBS*	26575.10.50	ALI	30.09.01
Total Project Budget			\$600,000.00
State FASTER Funds (at 50% or less)			\$300,000.00
Local Funds (at 50% or more)			\$300,000.00
Total Project Amount Encumbered via this Grant Agreement			\$300,000.00

*The WBS numbers may be replaced without changing the amount of the grant at CDOT’s discretion.

A. Project Description

1. CDOT is contributing FASTER Regional Operating Assistance for the operations of FLEX Service. This Grant Agreement shall be effective from the date of execution through December 31, 2025.
2. City of Fort Collins shall advertise its fixed route service as available to the general public and service will not be explicitly limited by trip purpose or client type.
3. City of Fort Collins shall work cooperatively with CDOT to market and/or publicize this project as requested by CDOT. Such efforts may include ribbon cuttings, news articles, photos, and/or other media supplied by City of Fort Collins as appropriate.

B. Performance Standards

1. City of Fort Collins will provide a minimum of 150,000 passenger trips during the course of this Grant Agreement.
2. City of Fort Collins will maintain or increase its current farebox recovery of 6% during the course of this Grant Agreement.
3. City of Fort Collins shall ensure that this FASTER-funded route will connect to available local service including City of Loveland Transit (COLT) and Regional Transportation District (RTD) routes.
4. City of Fort Collins shall report monthly to the CDOT Project Manager on Ridership, Revenue Hours, and Cost per Passenger.
5. Performance will be reviewed quarterly for the duration of this Grant Agreement. CDOT will begin its review no later than thirty (30) calendar days after each performance quarter. If CDOT’s review determines that City of Fort Collins’s performance does not meet the standards of performance set forth herein, the following steps will be taken:
 - a. CDOT shall notify City of Fort Collins in writing that performance does not meet the requirements of this Grant Agreement.
 - b. Within thirty (30) calendar days of the date of such notification, City of Fort Collins shall submit to CDOT a written explanation of the cause(s) of the substandard performance, which shall include a written plan for improving performance.

EXHIBIT A TO RESOLUTION 2024-129

Contract Number: 25-HTR-ZL-00070 / 491003742

Item 23.

- c. CDOT will review the plan for improvement and notify City of Fort Collins of its decision within twenty-one (21) calendar days.
 - i. If the plan is approved by CDOT, City of Fort Collins shall implement the plan immediately upon receipt of CDOT’s notification of approval.
 - ii. If the plan is not approved by CDOT, remedial measures will be determined on a case-by-case basis. Such remedial measures may include termination of this Grant Agreement and return of the FASTER funds or capital equipment purchased with such funds.

- 6. If City of Fort Collins is unable to perform the activities described herein, or must significantly change the level of service herein described, City of Fort Collins shall notify the CDOT Project Manager in writing.

C. Project Budget

- 1. The Total Project Budget is \$600,000.00. CDOT will pay no more than 50% of the eligible, actual project costs, up to the maximum amount of \$300,000.00. CDOT will retain any remaining balance of the FASTER Funds. City of Fort Collins shall be solely responsible for all costs incurred in the project in excess of the amount paid by CDOT from FASTER Funds for the state share of eligible, actual costs. For CDOT accounting purposes the FASTER Funds of \$300,000.00 will be encumbered for this Grant Agreement.

- 2. No refund or reduction of the amount of City of Fort Collins’s share to be provided for the project will be allowed unless there is at the same time a refund or reduction of the state share of a proportionate amount.

- 3. Per the terms of this Grant Agreement, CDOT shall have no obligation to provide state funds for use on this project. CDOT will administer FASTER funds for this project under the terms of this Grant Agreement, provided that the state share of FASTER funds to be administered by CDOT are made available and remain available. City of Fort Collins shall initiate and prosecute to completion all actions necessary to enable City of Fort Collins to provide its share of the Total Project Budget at or prior to the time that such funds are needed to meet the Total Project Budget.

D. Allowable Costs

- 1. City of Fort Collins shall agree to adhere to the provisions for allowable and unallowable costs cited in the following regulations: 2 CFR 200.420 through 200.475 and 2 CFR 200.102. Other applicable requirements for cost allowability not cited previously, shall also be considered.

- 2. City of Fort Collins’s operating expenses are those costs directly related to system operations. City of Fort Collins, at a minimum, should consider the following items as operating expenses: fuel, oil, driver and dispatcher salaries and fringe benefits, and licenses.

E. Reimbursement Eligibility

- 1. City of Fort Collins must submit invoice(s) monthly via COTRAMS. Reimbursement will apply only to eligible expenses that are incurred within the period of performance (July 1, 2024 – December 31, 2025) of this Grant Agreement.

- 2. City of Fort Collins may not submit requests for reimbursements more than once per month. Reimbursement requests must be within the limits of this Grant Agreement. City of Fort Collins will be reimbursed based on the ratio of State Funds share and Local Funds share set forth in the Project Budget above.

- 3. City of Fort Collins must submit the final invoice(s) within sixty (60) calendar days of December 31, 2025, and submit a Grant Closeout/Liquidation (GCL) Form in COTRAMS within fifteen (15) calendar days of issuance of the final reimbursement payment.

F. Training

In an effort to enhance transit safety, City of Fort Collins and any subrecipients and subcontractors shall make a good faith effort to ensure that appropriate training of agency and contracted personnel is occurring and that personnel are up to date in appropriate certifications. In particular, City of Fort Collins shall ensure that driving personnel are provided professional training in defensive driving and training on the handling of mobility devices and transporting older adults and people with disabilities.

G. Safety Data

City of Fort Collins and any subrecipients shall maintain and submit, as requested, data related to bus safety. This may include, but not be limited to, the number of vehicle accidents within certain measurement parameters set forth by CDOT, the number and extent of passenger injuries or claims, and the number and extent of employee accidents, injuries, and incidents.

H. Restrictions on Lobbying

City of Fort Collins is certifying that it complies with 2 CFR 200.450 by entering into this Grant Agreement.

I. Mutual Cooperation

By entering into this Grant Agreement, City of Fort Collins agrees to cooperate with CDOT and other agencies in the Bustang and Bustang Outrider Network* (Network) to help maintain the positive image of the established, high-profile statewide network brand and work with CDOT and other Network agencies to achieve the goals of the statewide transportation program, which include safe transport and connectivity for those using transit services and transit facilities. The premise of such cooperation is predicated on the performance of the scheduled and contracted services as agreed to between City of Fort Collins and CDOT in this Grant Agreement. In the event of service changes, service disruption, and/or service cancellations, City of Fort Collins shall immediately notify CDOT, the public, and the Network to allow for the planning of alternate methods of transportation. To act in the best interest of passengers and the State of Colorado, collaboration among the Network agencies is necessary to mitigate emergencies and respond to daily operational challenges.

* The routes and transit centers of the Bustang and Bustang Outrider Network are reflected on the map below.

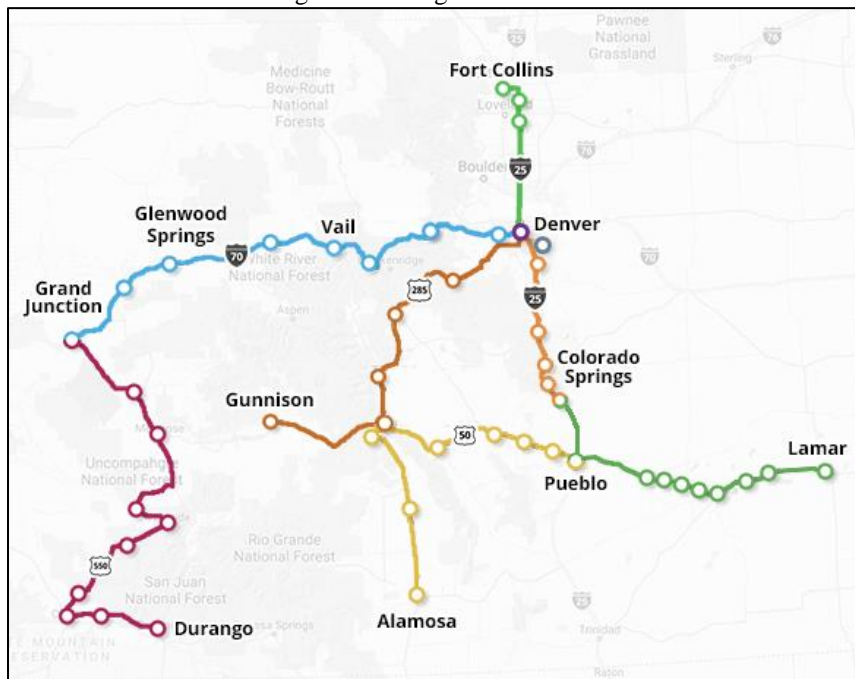


EXHIBIT A TO RESOLUTION 2024-129

Contract Number: 25-HTR-ZL-00070 / 491003742

Item 23.

J. Special Conditions

1. City of Fort Collins will comply with all requirements imposed by CDOT on City of Fort Collins so that the state award is used in accordance with state statutes, regulations, and the terms and conditions of the state award.
2. City of Fort Collins must permit CDOT and their auditors to have access to City of Fort Collins's records and financial statements as necessary, with reasonable advance notice.
3. City of Fort Collins shall maintain and report annually all information required by the National Transit Database and any other financial, fleet, service data set forth by the CDOT for the purpose of annual reporting required of CDOT.
4. City of Fort Collins shall comply and will ensure subcontractors and subrecipients comply with Federal U.S. Department of Transportation (DOT) Drug and Alcohol Regulations.
5. City of Fort Collins shall ensure that it does not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color, national origin, sex, age or disability in accordance with Title VI of the Civil Rights Act of 1964.
6. City of Fort Collins shall seek to ensure non-discrimination in its programs and activities by developing and maintaining a Title VI Program in accordance with the "Requirements for FTA Subrecipients" in CDOT's Title VI Program Plan and Federal Transit Administration Circular 4702.1B, "Title VI Requirements and Guidelines for FTA Recipients." The Party shall also facilitate FTA's compliance with Executive Order 12898 and DOT Order 5610.2(a) by incorporating the principles of environmental justice in planning, project development and public outreach in accordance with FTA Circular 4703.1 "Environmental Justice Policy Guidance for Federal Transit Administration Recipients."
7. City of Fort Collins will provide transportation services to persons with disabilities, in accordance with Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.
8. City of Fort Collins shall develop and maintain an ADA Program in accordance with 28 CFR Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services, FTA Circular 4710.1, and any additional requirements established by CDOT for FTA subrecipients.
9. City of Fort Collins shall ensure that it will comply with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FTA guidance, and any other federal, state, and/or local laws, rules and/or regulations. In any contract utilizing federal funds, land, or other federal aid, City of Fort Collins shall require its subrecipients and/or contractors to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.
10. City of Fort Collins shall agree to produce and maintain documentation that supports compliance with the Americans with Disabilities Act to CDOT upon request.

EXHIBIT A TO RESOLUTION 2024-129

Contract Number: 25-HTR-ZL-00070 / 491003742

Item 23.

EXHIBIT B, SAMPLE OPTION LETTER

<p>State Agency Department of Transportation</p>	<p>Option Letter Number Insert the Option Number (e.g. "1" for the first option)</p>																
<p>Grantee Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc...</p>	<p>Original Agreement Number Insert CMS number or Other Contract Number of the Original Contract</p>																
<p>Current Grant Agreement Amount</p> <table border="0"> <tr> <td colspan="2">Initial Term</td> </tr> <tr> <td>State Fiscal Year 20xx</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td colspan="2">Extension Terms</td> </tr> <tr> <td>Extension Term 1</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Extension Term 2</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Extension Term 3</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Extension Term 4</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Total for All Agreement Terms</td> <td style="text-align: right;">\$0.00</td> </tr> </table>	Initial Term		State Fiscal Year 20xx	\$0.00	Extension Terms		Extension Term 1	\$0.00	Extension Term 2	\$0.00	Extension Term 3	\$0.00	Extension Term 4	\$0.00	Total for All Agreement Terms	\$0.00	<p>Option Agreement Number Insert CMS number or Other Contract Number of this Option</p> <hr/> <p>Agreement Performance Beginning Date The later of the Effective Date or Month, Day, Year</p> <hr/> <p>Current Agreement Expiration Date Month, Day, Year</p>
Initial Term																	
State Fiscal Year 20xx	\$0.00																
Extension Terms																	
Extension Term 1	\$0.00																
Extension Term 2	\$0.00																
Extension Term 3	\$0.00																
Extension Term 4	\$0.00																
Total for All Agreement Terms	\$0.00																

1. **OPTIONS:**
 - A. Option to extend for an Extension Term or End of Term Extension.
2. **REQUIRED PROVISIONS:**
 - A. **For use with Option 1(A):** In accordance with Section(s) 2.B/2.C of the Original Agreement referenced above, the State hereby exercises its option for an additional term/end of term extension, beginning Insert start date and ending on the current agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
3. **OPTION EFFECTIVE DATE:**
 - A. The effective date of this Option Letter is upon approval of the State Controller or _____, whichever is later.

<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>In accordance with §24-30-202, C.R.S., this Option Letter is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____ Department of Transportation</p> <p>Option Letter Effective Date: _____</p>
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EXHIBIT C, TITLE VI – CIVIL RIGHTS**Nondiscrimination Requirements**

The Parties shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color, national origin, sex, age or disability. During the performance of this Agreement, the Grantee, for itself, its assignees and successors in interest (hereinafter referred to as the “Grantee”) agrees as follows:

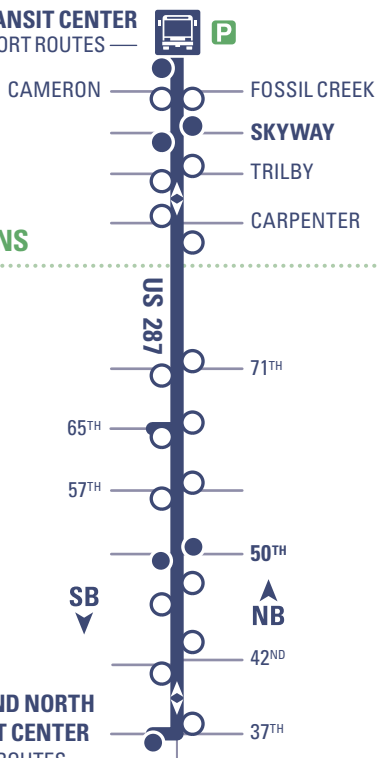
- (1) **Compliance with Regulations:** The Grantee shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the “Regulations”), which are herein incorporated by reference and made a part of this Agreement.
- (2) **Nondiscrimination:** The Grantee, with regard to the Work performed by it during the Agreement, shall not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subgrantees, including procurements of materials and leases of equipment. The Grantee shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subgrantees, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Grantee for Work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subgrantee or supplier shall be notified by the Grantee of the Grantee's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin or sex.
- (4) **Information and Reports:** The Grantee shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Colorado Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Grantee is in the exclusive possession of another who fails or refuses to furnish this information the Grantee shall so certify to the Colorado Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the Grantee's noncompliance with the nondiscrimination provisions of this Agreement, the Colorado Department of Transportation shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the Grantee under the Agreement until the Grantee complies, and/or
 - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) **Incorporation of Provisions:** The Grantee shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The Grantee shall take such action with respect to any subcontract or procurement as the Colorado Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that, in the event a Grantee becomes involved in, or is threatened with, litigation with a subgrantee or supplier as a result of such direction, the Grantee may request the Colorado Department of Transportation to enter into such litigation to protect the interests of the Colorado Department of Transportation.



FORT COLLINS
LOVELAND

SOUTH TRANSIT CENTER
— TRANSFERT ROUTES —



LOVELAND NORTH
TRANSIT CENTER
— COLT ROUTES —



TRANSIT CONTACT INFO

TRANSFERT TRANSFERT - Fort Collins
970.221.6620
ridetransfort.com

COLT COLT - Loveland
970.962.2429
lovgov.org/colt

RTD RTD - Denver/Longmont/Boulder
800.366.7433
rtd-denver.com

MAP LEGEND

- MAP NOT TO SCALE
- BUS ROUTE
- BUS STOP
- TIME POINT BUS STOP:
Street intersection used for time schedule reference point listed at the top of the time columns to estimate bus arrival and trip times.
- CONNECTING ROUTES
- TRANSIT CENTER
- PARKING

F1 FORT COLLINS
▶ LOVELAND Southbound

MONDAY - FRIDAY (All Year Long)

SOUTH TRANSIT CENTER (STC)	COLLEGE & SKYWAY	GARFIELD & 50TH	LOVELAND NORTH TRANSIT CENTER
BUS STOP NUMBER			
1492	1074	1079	1695
5:40 a	5:42 a	5:48 a	5:51 a
6:20 a	6:22 a	6:28 a	6:31 a
6:30 a	6:32 a	6:38 a	6:41 a
7:30 a	7:32 a	7:39 a	7:46 a
8:30 a	8:32 a	8:39 a	8:44 a
9:30 a	9:32 a	9:39 a	9:46 a
10:30 a	10:32 a	10:39 a	10:44 a
11:30 a	11:32 a	11:39 a	11:44 a
12:30 p	12:32 p	12:39 p	12:44 p
1:30 p	1:32 p	1:39 p	1:44 p
2:30 p	2:32 p	2:39 p	2:44 p
3:05 p	3:07 p	3:15 p	3:22 p
3:30 p	3:32 p	3:39 p	3:44 p
3:55 p	3:57 p	4:05 p	4:15 p
4:30 p	4:32 p	4:40 p	4:50 p
5:30 p	5:32 p	5:40 p	5:50 p
6:00 p	6:02 p	6:10 p	6:17 p
6:30 p	6:32 p	6:39 p	6:44 p

Additional trips to Loveland are displayed on the F3X schedule.

F1 LOVELAND
▶ FORT COLLINS Northbound

MONDAY - FRIDAY (All Year Long)

LOVELAND NORTH TRANSIT CENTER	US 287 & 50TH	COLLEGE & SKYWAY	SOUTH TRANSIT CENTER (STC)
BUS STOP NUMBER			
1695	1100	1105	1492
6:48 a	6:50 a	6:55 a	6:59 a
7:18 a	7:20 a	7:25 a	7:29 a
8:06 a	8:08 a	8:13 a	8:17 a
8:48 a	8:50 a	8:55 a	8:59 a
9:10 a	9:12 a	9:17 a	9:21 a
9:48 a	9:50 a	9:55 a	9:59 a
10:48 a	10:50 a	10:55 a	10:59 a
11:08 a	11:10 a	11:15 a	11:19 a
11:48 a	11:50 a	11:56 a	12:00 p
12:48 p	12:50 p	12:56 p	1:00 p
1:48 p	1:50 p	1:56 p	2:00 p
2:48 p	2:50 p	2:56 p	3:00 p
3:48 p	3:50 p	3:56 p	4:00 p
4:48 p	4:50 p	4:56 p	5:00 p
5:48 p	5:50 p	5:56 p	6:00 p
6:22 p	6:24 p	6:29 p	6:33 p
6:48 p	6:50 p	6:56 p	7:00 p
7:18 p	7:20 p	7:25 p	7:29 p
7:54 p	7:56 p	8:01 p	8:04 p

Additional trips to Fort Collins are displayed on the F3X schedule.

F1 FORT COLLINS
▶ LOVELAND Southbound

SATURDAYS (All Year Long)

SOUTH TRANSIT CENTER (STC)	COLLEGE & SKYWAY	GARFIELD & 50TH	LOVELAND NORTH TRANSIT CENTER
BUS STOP NUMBER			
1492	1074	1079	1695
6:30 a	6:32 a	6:39 a	6:45 a
7:30 a	7:32 a	7:39 a	7:45 a
8:30 a	8:32 a	8:39 a	8:45 a
9:30 a	9:32 a	9:39 a	9:48 a
10:30 a	10:32 a	10:39 a	10:45 a
11:30 a	11:32 a	11:39 a	11:45 a
12:30 p	12:32 p	12:39 p	12:48 p
1:30 p	1:32 p	1:39 p	1:45 p
2:30 p	2:32 p	2:39 p	2:45 p
3:30 p	3:32 p	3:39 p	3:48 p
4:30 p	4:32 p	4:39 p	4:45 p
5:30 p	5:32 p	5:39 p	5:45 p
5:48 p	5:50 p	5:57 p	6:03 p
6:30 p	6:32 p	6:39 p	6:48 p

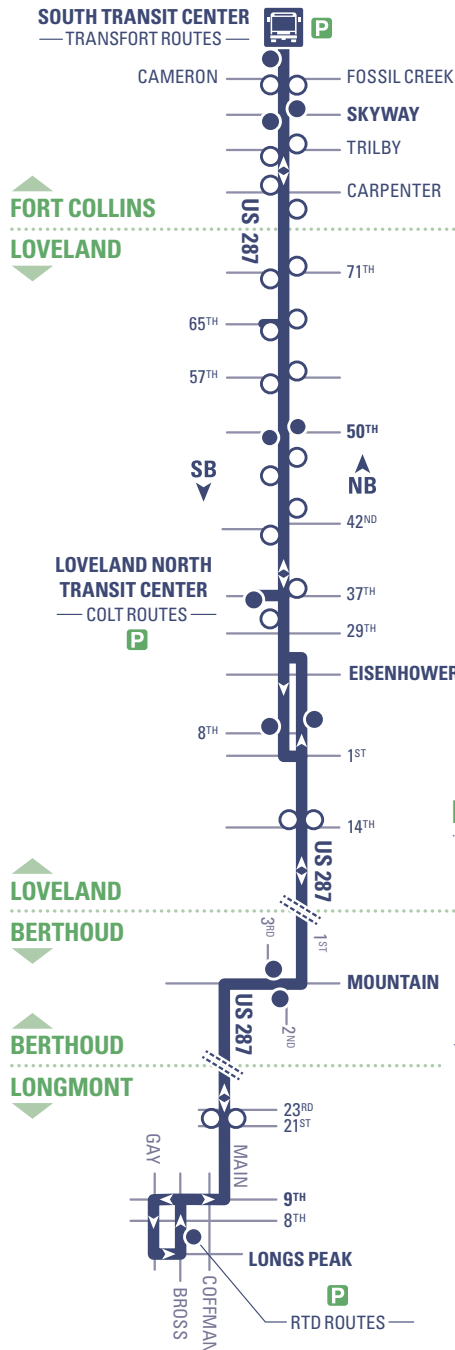
Additional trips to Loveland are displayed on the F3X schedule.

F1 LOVELAND
▶ FORT COLLINS Northbound

SATURDAYS (All Year Long)

LOVELAND NORTH TRANSIT CENTER	US 287 & 50TH	COLLEGE & SKYWAY	SOUTH TRANSIT CENTER (STC)
BUS STOP NUMBER			
1695	1100	1105	1492
6:48 a	6:51 a	6:56 a	7:00 a
7:48 a	7:51 a	7:56 a	8:00 a
8:48 a	8:51 a	8:56 a	9:00 a
9:48 a	9:51 a	9:56 a	10:00 a
10:48 a	10:51 a	10:56 a	11:00 a
11:08 a	11:11 a	11:16 a	11:20 a
11:48 a	11:51 a	11:56 a	12:00 p
12:48 p	12:51 p	12:56 p	1:00 p
1:48 p	1:51 p	1:56 p	2:00 p
2:08 p	2:11 p	2:16 p	2:20 p
2:48 p	2:51 p	2:56 p	3:00 p
3:48 p	3:51 p	3:56 p	4:00 p
4:48 p	4:51 p	4:56 p	5:00 p
5:08 p	5:11 p	5:16 p	5:20 p
5:48 p	5:51 p	5:56 p	6:00 p
6:40 p	6:43 p	6:48 p	6:52 p
8:08 p	8:11 p	8:16 p	8:28 p

Additional trips to Fort Collins are displayed on the F3X schedule.



MAP LEGEND

- MAP NOT TO SCALE
- BUS ROUTE
- BUS STOP
- TIME POINT BUS STOP: Street intersection used for time schedule reference point listed at the top of the time columns to estimate bus arrival and trip times.
- CONNECTING ROUTES
- TRANSIT CENTER
- PARKING

F2 FORT COLLINS ▶ LONGMONT

Southbound

MONDAY - FRIDAY (All Year Long)

BUS STOP NUMBER						
SOUTH TRANSIT CENTER (STC)	COLLEGE & SKYWAY	GARFIELD & 50TH	LOVELAND NORTH TRANSIT CENTER	CLEVELAND & 8TH	MOUNTAIN & 3RD	BROSS & LONGS PEAK (ROOSEVELT PARK)
1492	1074	1079	1695	1450	1452	1454
5:40 a	5:42 a	5:48 a	5:51 a	5:57 a	6:07 a	6:25 a
6:20 a	6:22 a	6:28 a	6:31 a	6:37 a	6:47 a	7:07 a
7:30 a	7:32 a	7:39 a	7:46 a	7:52 a	8:02 a	8:24 a
9:30 a	9:32 a	9:39 a	9:46 a	9:52 a	10:02 a	10:24 a
3:05 p	3:07 p	3:15 p	3:22 p	3:28 p	3:40 p	4:00 p
3:55 p	3:57 p	4:05 p	4:15 p	4:21 p	4:33 p	4:55 p
4:30 p	4:32 p	4:40 p	4:50 p	4:56 p	5:08 p	5:30 p
5:30 p	5:32 p	5:40 p	5:50 p	5:56 p	6:08 p	6:30 p
6:00 p	6:02 p	6:10 p	6:17 p	6:23 p	6:35 p	6:55 p

Additional trips to Longmont are displayed on the F3X schedule.

F2 LONGMONT ▶ FORT COLLINS

Northbound

MONDAY - FRIDAY (All Year Long)

BUS STOP NUMBER						
BROSS & LONGS PEAK (ROOSEVELT PARK)	MOUNTAIN & 2ND	LINCOLN & 8TH	LOVELAND NORTH TRANSIT CENTER	US 287 & 50TH	COLLEGE & SKYWAY	SOUTH TRANSIT CENTER (STC)
1454	1457	1459	1695	1100	1105	1492
6:39 a	6:56 a	7:08 a	7:18 a	7:20 a	7:25 a	7:29 a
7:25 a	7:42 a	7:54 a	8:06 a	8:08 a	8:13 a	8:17 a
8:29 a	8:46 a	8:58 a	9:10 a	9:12 a	9:17 a	9:21 a
10:27 a	10:44 a	10:56 a	11:08 a	11:10 a	11:15 a	11:19 a
4:04 p	4:24 p	4:36 p	4:48 p	4:50 p	4:56 p	5:00 p
5:04 p	5:24 p	5:36 p	5:48 p	5:50 p	5:56 p	6:00 p
5:40 p	5:58 p	6:10 p	6:22 p	6:24 p	6:29 p	6:33 p
6:40 p	6:58 p	7:10 p	7:18 p	7:20 p	7:25 p	7:28 p
7:16 p	7:34 p	7:46 p	7:54 p	7:56 p	8:01 p	8:04 p

Additional trips to Fort Collins are displayed on the F3X schedule.

F2 FORT COLLINS ▶ LONGMONT

Southbound

SATURDAYS (All Year Long)

BUS STOP NUMBER						
SOUTH TRANSIT CENTER (STC)	COLLEGE & SKYWAY	GARFIELD & 50TH	LOVELAND NORTH TRANSIT CENTER	CLEVELAND & 8TH	MOUNTAIN & 3RD	BROSS & LONGS PEAK (ROOSEVELT PARK)
1492	1074	1079	1695	1450	1452	1454
9:30 a	9:32 a	9:39 a	9:48 a	9:54 a	10:05 a	10:25 a
12:30 p	12:32 p	12:39 p	12:48 p	12:54 p	1:05 p	1:25 p
3:30 p	3:32 p	3:39 p	3:48 p	3:54 p	4:05 p	4:25 p
6:30 p	6:32 p	6:39 p	6:48 p	6:54 p	7:05 p	7:25 p

Additional trips to Longmont are displayed on the F3X schedule.

F2 LONGMONT ▶ FORT COLLINS

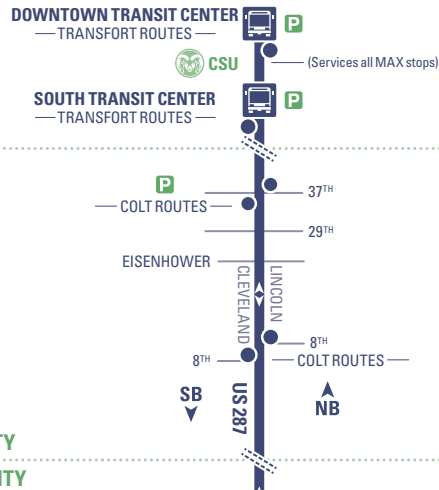
Northbound

SATURDAYS (All Year Long)

BUS STOP NUMBER						
BROSS & LONGS PEAK (ROOSEVELT PARK)	MOUNTAIN & 2ND	LINCOLN & 8TH	LOVELAND NORTH TRANSIT CENTER	US 287 & 50TH	COLLEGE & SKYWAY	SOUTH TRANSIT CENTER (STC)
1454	1457	1459	1695	1100	1105	1492
10:30 a	10:47 a	10:59 a	11:08 a	11:11 a	11:16 a	11:20 a
1:30 p	1:47 p	1:59 p	2:08 p	2:11 p	2:16 p	2:20 p
4:30 p	4:47 p	4:59 p	5:08 p	5:11 p	5:16 p	5:20 p
7:30 p	7:47 p	7:59 p	8:08 p	8:11 p	8:16 p	8:20 p

Additional trips to Fort Collins are displayed on the F3X schedule.

N FORT COLLINS
LOVELAND



LOVELAND/LARIMER COUNTY
LONGMONT/BOULDER COUNTY

LONGMONT
BOULDER

MAP LEGEND

- MAP NOT TO SCALE
- BUS ROUTE
- BUS STOP
- TIME POINT BUS STOP: Street intersection used for time schedule reference point listed at the top of the time columns to estimate bus arrival and trip times.
- CONNECTING ROUTES
- TRANSIT CENTER
- PARKING

F3X EXPRESS Southbound

MONDAY - FRIDAY (All Year Long)

DOWNTOWN TRANSIT CENTER (DTC)	SOUTH TRANSIT CENTER (STC)	GARFIELD & 37TH*	CLEVELAND & 8TH*	9TH & COFFMAN*	HOVER & VILLAGE AT THE PEAKS MALL*	PEARL & JUNCTION*	CANYON & 14TH (DOWNTOWN BOULDER STATION - GATE K)*	18TH & EUCLID
BUS STOP NUMBER								
917	1492	1082*	1450*	1645*	1646*	1647*	1648*	1641
----	5:14 a	5:24 a	5:28 a	5:52 a	5:57 a	6:16 a	6:23 a	6:30 a
6:00 a	6:23 a	6:33 a	6:37 a	7:01 a	7:06 a	7:25 a	7:32 a	7:39 a
9:25 a	9:48 a	9:58 a	10:02 a	10:26 a	10:31 a	10:50 a	10:57 a	11:04 a
1:15 p	1:39 p	1:50 p	1:54 p	2:20 p	2:25 p	2:44 p	2:52 p	3:00 p
3:25 p	3:49 p	4:00 p	4:04 p	4:30 p	4:35 p	4:54 p	5:02 p	5:10 p
5:20 p	5:44 p	5:55 p	5:59 p	6:23 p	6:28 p	6:46 p	6:53 p	7:00 p

[*] Times listed are approximate. Buses may depart early, depending on traffic. For additional times and real-time tracking, search for your stop on BusTime: fcgov.com/bustimes

F3X EXPRESS Northbound

MONDAY - FRIDAY (All Year Long)

18TH & EUCLID	CANYON & 15TH (DOWNTOWN BOULDER STATION - GATE L)*	PEARL & 30TH (BOULDER JUNCTION)*	HOVER & VILLAGE AT THE PEAKS MALL*	BROSS & LONGS PEAK (ROOSEVELT PARK)	LINCOLN & 8TH*	GARFIELD & 37TH*	SOUTH TRANSIT CENTER (STC)*	DOWNTOWN TRANSIT CENTER (DTC)
BUS STOP NUMBER								
1641	1642*	1643*	1644*	1454	1459*	1097*	1492*	917
7:09 a	7:13 a	7:17 a	7:34 a	7:43 a	8:08 a	8:12 a	8:24 a	8:47 a
8:09 a	8:13 a	8:17 a	8:34 a	8:43 a	9:08 a	9:12 a	9:24 a	9:47 a
11:34 a	11:38 a	11:42 a	11:59 a	12:08 p	12:37 p	12:41 p	12:53 p	1:16 p
3:18 p	3:22 p	3:29 p	3:48 p	3:57 p	4:26 p	4:30 p	4:42 p	5:05 p
5:30 p	5:34 p	5:41 p	6:00 p	6:09 p	6:38 p	6:42 p	6:54 p	7:17 p
7:20 p	7:24 p	7:31 p	7:48 p	7:57 p	8:24 p	8:28 p	8:40 p	9:00 p

[*] Times listed are approximate. Buses may depart early, depending on traffic. For additional times and real-time tracking, search for your stop on BusTime: fcgov.com/bustimes

F3X EXPRESS Southbound

SATURDAYS (All Year Long)

DOWNTOWN TRANSIT CENTER (DTC)	SOUTH TRANSIT CENTER (STC)	GARFIELD & 37TH*	CLEVELAND & 8TH*	9TH & COFFMAN*	HOVER & VILLAGE AT THE PEAKS MALL*	PEARL & JUNCTION*	CANYON & 14TH (DOWNTOWN BOULDER STATION - GATE K)*	18TH & EUCLID
BUS STOP NUMBER								
917	1492	1082*	1450*	1645*	1646*	1647*	1648*	1641
7:05 a	7:29 a	7:40 a	7:44 a	8:08 a	8:13 a	8:32 a	8:38 a	8:45 a
9:05 a	9:29 a	9:40 a	9:44 a	10:10 a	10:15 a	10:34 a	10:41 a	10:48 a
2:15 p	2:39 p	2:50 p	2:54 p	3:20 p	3:25 p	3:44 p	3:51 p	3:58 p
4:15 p	4:39 p	4:50 p	4:54 p	5:18 p	5:23 p	5:42 p	5:49 p	5:56 p

[*] Times listed are approximate. Buses may depart early, depending on traffic. For additional times and real-time tracking, search for your stop on BusTime: fcgov.com/bustimes

F3X EXPRESS Northbound

SATURDAYS (All Year Long)

18TH & EUCLID	CANYON & 15TH (DOWNTOWN BOULDER STATION - GATE L)*	PEARL & 30TH (BOULDER JUNCTION)*	HOVER & VILLAGE AT THE PEAKS MALL*	BROSS & LONGS PEAK (ROOSEVELT PARK)	LINCOLN & 8TH*	GARFIELD & 37TH*	SOUTH TRANSIT CENTER (STC)*	DOWNTOWN TRANSIT CENTER (DTC)
BUS STOP NUMBER								
1641	1642*	1643*	1644*	1454	1459*	1097*	1492*	917
9:15 a	9:19 a	9:24 a	9:41 a	9:50 a	10:18 a	10:22 a	10:34 a	10:57 a
11:15 a	11:19 a	11:24 a	11:41 a	11:50 a	12:18 p	12:22 p	12:34 p	12:57 p
4:25 p	4:29 p	4:34 p	4:51 p	5:00 p	5:28 p	5:32 p	5:44 p	6:07 p
6:25 p	6:29 p	6:34 p	6:51 p	7:00 p	7:28 p	7:32 p	7:44 p	8:07 p

[*] Times listed are approximate. Buses may depart early, depending on traffic. For additional times and real-time tracking, search for your stop on BusTime: fcgov.com/bustimes

File Attachments for Item:

24. Resolution 2024-130 Adopting Findings of Fact in Support of the City Council's Decision on Appeal to Uphold the Hearing Officer Approval of the Sanctuary on the Green Project Development Plan PDP2100018.

The purpose of this item is to make findings of fact and conclusions regarding Council's decision at the October 15, 2024, Sanctuary on the Green Project Development Plan appeal hearing, concluding the Hearing Officer: 1) held a fair hearing, and 2) properly interpreted and applied the Code provisions and subarea plan related to the project, and thereby upholding the Hearing Officer's approval of the Sanctuary on the Green Project Development Plan.

November 4, 2024

AGENDA ITEM SUMMARY

City Council



STAFF

Kim Meyer, Interim Director, Community Development and Neighborhood Services

SUBJECT

Resolution 2024-130 Adopting Findings of Fact in Support of the City Council's Decision on Appeal to Uphold the Hearing Officer Approval of the Sanctuary on the Green Project Development Plan PDP2100018.

EXECUTIVE SUMMARY

The purpose of this item is to make findings of fact and conclusions regarding Council's decision at the October 15, 2024, Sanctuary on the Green Project Development Plan appeal hearing, concluding the Hearing Officer: 1) held a fair hearing, and 2) properly interpreted and applied the Code provisions and subarea plan related to the project, and thereby upholding the Hearing Officer's approval of the Sanctuary on the Green Project Development Plan.

STAFF RECOMMENDATION

Staff recommends adoption of the Resolution.

BACKGROUND / DISCUSSION

On July 15, 2024, the Administrative Hearing Officer conducted a remand hearing to consider the Sanctuary on the Green Project Development Plan #PDP2100018 (PDP), which is a proposed development located on an approximate 41.34-acre parcel northwest of the Taft Hill Road and Laporte Avenue intersection. The (8th JD) District Court remanded the PDP hearing to the Hearing Officer in a July 24, 2023, decision, with instructions to consider whether the PDP was consistent with the Northwest Subarea Plan and compatible with the existing neighborhood. On July 24, 2024, and July 28, 2024, the Hearing Officer issued findings and supplemental findings, respectively, approving the PDP. On August 8, 2024, a Notice of Appeal was filed, alleging:

1. The Hearing Officer failed to conduct a fair hearing by ignoring a previously established rule of procedure related to allowing a development application to lapse, considering evidence relevant to his findings that was substantially false or grossly misleading, and improperly failing to receive all relevant evidence offered by the Appellants; and
2. The Hearing Officer failed to properly interpret and apply Land Use Code Sections 2.2.11 regarding lapse if an applicant does not respond to City comments within 180 days, 1.2.2 regarding the overarching purposes of the Land Use Code, 3.5.1 regarding building and project compatibility, and 4.5(E)(3) and (4) regarding development standards for building heights for L-M-N zoned districts, and failed to interpret and apply the Northwest Subarea Plan.

On October 15, 2024, Council considered the appeal allegations, the record on appeal, information presented at the hearing, and testimony from parties-in-interest and their representatives. After discussing the appeal allegations, Council voted to uphold the Hearing Officer’s approval of the PDP. Council found the Hearing Officer conducted a fair hearing having considered evidence and staff recommendations that were appropriate and relevant for his decision on the PDP, did not ignore previously established rules of procedure regarding lapse, did not consider evidence relevant to his decision that was substantially false or grossly misleading, and did not improperly fail to receive all relevant evidence. Council also found Appellants’ allegations without merit that the Land Use Code provisions and Northwest Subarea Plan were not properly interpreted and applied.

CITY FINANCIAL IMPACTS

None.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

- 1. Resolution for Consideration

RESOLUTION 2024-130
OF THE COUNCIL OF THE CITY OF FORT COLLINS
ADOPTING FINDINGS OF FACT IN SUPPORT OF THE CITY
COUNCIL'S DECISION ON APPEAL TO UPHOLD THE HEARING
OFFICER APPROVAL OF THE SANCTUARY ON THE GREEN
PROJECT DEVELOPMENT PLAN PDP2100018

A. On July 24, 2024, and July 28, 2024, the Administrative Hearing Officer approved the Sanctuary on the Green Project Development Plan PDP2100018 ("PDP").

B. On August 8, 2024, a group of thirty-three appellants ("Appellants") filed a notice of appeal ("Appeal") with the City alleging the following grounds for appeal:

a. The Hearing Officer failed to conduct a fair hearing, because he ignored a previously established rule of procedure related to allowing a development application to lapse, considered evidence relevant to his findings that was substantially false or grossly misleading, and improperly failed to receive all relevant evidence offered by the Appellants; and

b. The Hearing Officer failed to properly interpret and apply Land Use Code Sections 2.2.11 regarding lapse if an applicant does not respond to City comments within an established time frame, 1.2.2 regarding the overarching purposes of the Land Use Code, 3.5.1 regarding building and project compatibility, and 4.5(E)(3) and (4) regarding development standards for building heights for L-M-N zoned districts, and failed to interpret and apply the Northwest Subarea Plan.

C. On October 15, 2024, the City Council, after notice given in accordance with City Code Section 2-52, held a public hearing ("Hearing") pursuant to City Code Section 2-54 to consider the allegations Appellants raised in the Appeal.

D. At the Hearing representatives for the Appellants appeared and addressed Council, arguing in favor of the Appeal.

E. Also at the Hearing, representatives for the Applicant for the Sanctuary on the Green PDP addressed Council, arguing in opposition to the Appeal.

F. In making its determination regarding the Appeal allegations at the Hearing, the City Council considered the record on appeal; testimony from City staff; statements and arguments by the Appellants; and statements and arguments in opposition to the appeal made by representatives for the Applicant for the Sanctuary on the Green PDP. During the course of the Hearing, City Council provided on the record rationale for its determinations.

G. City Council determined that the Hearing Officer conducted a fair hearing when he approved the Sanctuary on the Green PDP, finding that the Hearing Officer considered evidence and staff recommendations that were appropriate and relevant for his decision. Council found the Hearing Officer did not ignore previously established rules

of procedure regarding lapse, did not consider evidence relevant to his decision that was substantially false or grossly misleading, and did not improperly fail to receive all relevant evidence.

H. City Council determined that the Hearing Officer properly interpreted and applied the requirements of the Land Use Code and the Northwest Subarea Plan on each of the interpretation and application grounds for appeal.

I. City Council upheld the Hearing Officer’s approval of the Sanctuary on the Green PDP.

J. City Code Section 2-56(c) provides that no later than the date of its next regular meeting after the hearing of an appeal, City Council shall adopt by resolution findings of fact in support of its decision on the appeal.

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

Section 1. The allegations set forth in the Appeal that the Hearing Officer failed to conduct a fair hearing are dismissed, because the Hearing Officer conducted a fair hearing and did not ignore previously established rules of procedure, did not consider evidence relevant to his decision that was substantially false or grossly misleading, and did not improperly fail to receive all relevant evidence offered by the Appellants.

Section 2. The allegations set forth in the Appeal that the Hearing Officer failed to properly interpret and apply the Land Use Code and Northwest Subarea Plan are dismissed, because the Hearing Officer properly interpreted and applied the requirements of the Land Use Code and Northwest Subarea Plan on each of the interpretation and application grounds for appeal.

Section 3. Adoption of this Resolution shall constitute the final action of the City Council in accordance with City Code Section 2-56(c).

Passed and adopted on November 4, 2024.

Mayor

ATTEST:

City Clerk

Effective Date: November 4, 2024
Approving Attorney: Heather N. Jarvis

File Attachments for Item:

25. Resolution 2024-131 Approving an Intergovernmental Agreement Between the City of Fort Collins and Larimer County to Expand NOCOBiz Connect Across Larimer County.

The purpose of this item is to approve an Intergovernmental Agreement (the “Agreement”) that allows the City of Fort Collins and Larimer County to collaboratively offer a sustainable business program.

The City funded the development of a new sustainable business program in the 2023-2024 budget cycle. Funding was used to establish a free, voluntary, and regional sustainable business program called NOCOBiz Connect (NBC). From 2009-2019 ClimateWise filled this role. However, in 2021-2022 an in-depth engagement process led to the reimagining, redevelopment and modernization of ClimateWise.

NBC is open to every business in Fort Collins. It educates businesses about sustainable business practices, provides personalized resource navigation services and recognizes businesses for their sustainability efforts. The program is administered through local contractor, Monarca Group. NBC was designed from the start to establish a regional presence, and the Agreement formalizes its first regional funding and operational partnership.

The Agreement will create a City-County partnership, allowing Larimer County access to the NBC administrative platform. This will let businesses outside of Fort Collins but within Larimer County join the growing NBC network. NBC will be a single, consistent presence in our region for businesses interested in sustainable business programing.

October 21, 2024

AGENDA ITEM SUMMARY

City Council



STAFF

Javier Echeverría, Sr. Financial Analyst
 Pete Lengo, Lead Community Engagement Specialist
 Executive Sponsor: Jacob Castillo, Chief Sustainability Officer

SUBJECT

Resolution 2024-131 Approving an Intergovernmental Agreement Between the City of Fort Collins and Larimer County to Expand NOCOBiz Connect Across Larimer County.

EXECUTIVE SUMMARY

The purpose of this item is to approve an Intergovernmental Agreement (the “Agreement”) that allows the City of Fort Collins and Larimer County to collaboratively offer a sustainable business program.

The City funded the development of a new sustainable business program in the 2023-2024 budget cycle. Funding was used to establish a free, voluntary, and regional sustainable business program called NOCOBiz Connect (NBC). From 2009-2019 ClimateWise filled this role. However, in 2021-2022 an in-depth engagement process led to the reimagining, redevelopment and modernization of ClimateWise.

NBC is open to every business in Fort Collins. It educates businesses about sustainable business practices, provides personalized resource navigation services and recognizes businesses for their sustainability efforts. The program is administered through local contractor, Monarca Group. NBC was designed from the start to establish a regional presence, and the Agreement formalizes its first regional funding and operational partnership.

The Agreement will create a City-County partnership, allowing Larimer County access to the NBC administrative platform. This will let businesses outside of Fort Collins but within Larimer County join the growing NBC network. NBC will be a single, consistent presence in our region for businesses interested in sustainable business programing.

STAFF RECOMMENDATION

Staff recommends adoption of the Resolution.

BACKGROUND / DISCUSSION

Most businesses do not operate in isolation within Fort Collins. Many have regional customers, suppliers, and partners, and their reputation, reach, and impact can be broad reaching. Likewise, many business incentives and resources are available regionally. By aligning NBC across Fort Collins and Larimer County, this Agreement offers the following key benefits:

- **Regional Integration for Businesses:** Businesses in Fort Collins and specific cities in Larimer County can participate in a single sustainability program that provides consistent support, standards, and opportunities. This can make it easier for businesses to learn, collaborate, adopt sustainable practices, and get recognized for their efforts.
- **Collaboration for Economic Mobility and Environmental Impact:** The City and County's collaborative approach significantly amplifies the effectiveness of sustainability initiatives by reaching a larger group of businesses. This regional collaboration empowers us to align economic resilience with environmental and climate action goals, providing a pathway for businesses to reduce operational costs through sustainability measures such as energy efficiency, waste reduction, and resource conservation.
- **Equitable Access to Sustainability Resources:** By forming this City-County partnership, NBC increases the number of businesses that can access sustainability resources. This includes minority-owned, women-owned, rural, and immigrant-owned businesses that might not otherwise have the capacity or funding to participate in sustainable business practices. Special attention will be given to ensure program outreach includes historically underrepresented businesses, while remaining free and open to every business interested.
- **Alignment with State-Level Initiatives:** NBC is the local administrator for the State of Colorado's Green Business Network (CGBN), our statewide sustainable business program. This Agreement broadens the City's alignment with CGBN across our region. When businesses participate locally in the statewide program, they amplify their recognition and impact. They get access to resources, recognition, and support services, while contributing to local and state sustainability goals. This partnership increases visibility and credibility for businesses both locally and statewide.
- **Simplified Access and Administration:** By integrating Larimer County as an official program partner, businesses in Fort Collins and other parts of the County will benefit from a single, cohesive experience. The platform provides a bilingual one-stop-shop for business owners looking for resources, tools, and guidance on sustainable business practices. Additionally, it simplifies administration for the City and County, because resources, reporting, and outreach efforts are tracked in one place.
- **Scalability for Future Growth:** The Agreement formalizes a collaborative partnership between the City and County. Less formal partnerships also exist between NBC and the Multicultural Business Entrepreneur Center, the Small Business Development Center, and other local organizations. These organizations provide important services in our community. By establishing a framework that creates space for support systems to align and formalize, we position ourselves to understand gaps and overlaps, and consider opportunities to best leverage valuable community resources.

Through this agreement the County will have access to NBC's program website (nocobizconnect.com), several data trackers, templates, branding, materials, physical collateral, and operational systems and processes. These assets will enable the County to quickly and affordably deploy business sustainability support beyond Fort Collins. Furthermore, expanding NBC services into the County increases collaboration across local and regional business support resources. NBC serves all businesses while keeping equity at the center of its outreach approach. In other words, NBC has structures in place that allow it to personalize services, meet business where they are on their business journey, and focus on what is most meaningful to them.

CITY FINANCIAL IMPACTS

For the rights granted by the City to the County contained herein for the 2024 calendar year, the County will pay the City 10% of its Sustainable Small Business Program budget item for the 2024 budget year, but not less than \$4,000, and not more than \$15,000 by December 1, 2024.

For calendar years 2025 through 2028, the County will pay the City 10% of its Sustainable Small Business Program budget item for each of the budget years, not more than \$15,000, but not less than \$4,000 per year. The County shall make payment to the City by February 1 of the applicable year.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None

PUBLIC OUTREACH

Public outreach was not conducted specifically related to establishing this Agreement. However, the decision to design NBC as a regional presence and to pursue a City-County partnership and align local and regional support agencies was the result of extensive community engagement through the “Reimagine ClimateWise” process. Reimagine ClimateWise was an 18-month process in 2021-2022 managed by local non-profit Sustainable Living Association that considered what sustainable business programming in our region should look like moving forward. Dozens of businesses and community members participated in the process.

ATTACHMENTS

1. Resolution for Consideration
2. Exhibit A to Resolution

RESOLUTION 2024-131
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF FORT COLLINS AND LARIMER
COUNTY TO EXPAND NOCOBIZ CONNECT ACROSS LARIMER
COUNTY

A. In the 2023-2024 budget cycle, the City funded the development of a free, voluntary, and regional sustainable business program called NOCOBiz Connect (“NBC”). Currently, NBC is open to every business in Fort Collins. It educates businesses about sustainable business practices, provides personalized resource navigation services and recognizes businesses for their sustainability efforts. The program is administered through a contractor.

B. The City and Larimer County (the “County”) seek to allow Larimer County to access the NBC platform. This will allow businesses outside of Fort Collins but within Larimer County to join the growing NBC network. NBC will be a single, consistent presence in our region for businesses interested in sustainable business programing.

C. City and County staff have developed an Intergovernmental Agreement (the “Agreement”), which is attached hereto as Exhibit “A”, and incorporated herein by this reference. The Agreement will allow the County to have access to NBC’s program website, several data trackers, templates, branding, materials, physical collateral, and operational systems and processes.

D. The Agreement requires the County to independently contract with the contractor that administers the NBC, along with the State of Colorado’s Green Business Network Program for related business outreach services.

E. The Agreement also requires the County to make annual payments to the City for access to NBC between \$4,000 and \$15,000 per year for five years, depending on the amount in the County budget for its Sustainable Small Business Program.

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

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

H. Under Section 1-22 of the City Code, intergovernmental agreements and other cooperative arrangements between the City and other governmental entities are to

be submitted to the City Council for review, unless they fit within one of the exceptions that permit execution by the City Manager.

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS that the City Manager is hereby authorized to execute the Agreement substantially in the form attached hereto as Exhibit "A," with such modifications, additions and future amendments as the City Manager, in consultation with the City Attorney, determines to be necessary and appropriate to protect the interests of the City or effectuate the purposes set forth herein and not otherwise inconsistent with this Resolution.

Passed and adopted on November 4, 2024.

Mayor

ATTEST:

City Clerk

Effective Date: November 4, 2024
Approving Attorney: Ted Hewitt

INTERGOVERNMENTAL AGREEMENT
Relating to a Business Development Program

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”), is made and entered into by and between the City of Fort Collins, Colorado, a Colorado municipal corporation (“City”), and Larimer County, a political subdivision of the State of Colorado (“County”). The City and County are referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. In coordination with Monarca, or City’s successor Contractor (“Contractor”), the City operates NOCOBiz Connect, a business support program to help businesses strengthen economically, socially, and environmentally.
- B. The NOCOBiz Connect program includes a website (nocobizconnect.com) and several trackers, which track certain data, templates, branding, materials, physical collateral, and operational systems and processes (collectively, the “Program Assets”).
- C. The City and County want to work collaboratively to allow the County access to the Program Assets in exchange for appropriate consideration.

NOW, THEREFORE, the Parties agree as follows:

1. County Obligations:

- 1.1 For the rights granted by the City to the County contained herein for the 2024 calendar year, the County shall pay the City 10% of its Sustainable Small Business Program budget item for the 2024 budget year, but not less than \$4,000, and not more than \$15,000 by October 1, 2024.
- 1.2 For calendar years 2025 through 2028, the County shall pay the City 10% of its Sustainable Small Business Program budget item for each of the budget years, not more than \$15,000, but not less than \$4,000 per year. The County shall make payment to the City by February 1 of the applicable year.
- 1.3 The County shall maintain independent agreements with Contractor and the State of Colorado Green Business Network Program for outreach services and other data access services. The County shall coordinate with the City regarding the timeline for contracting with Contractor and the State of Colorado and for the scope of services for the Contractor and the State of Colorado. The County shall endeavor to ensure that Contractor meets the milestones contained in Exhibit A, which is incorporated herein by this reference; however, the City acknowledges that the County’s scope of services with Contractor may vary from the milestones contained in Exhibit A.
- 1.4 The County shall ensure that Contractor collects all agreed-upon data from each business that uses Program Assets. The County shall ensure that the Contractor reports these data to the City on a monthly basis.
- 1.5 The County agrees that, in using the Program Assets, it will coordinate with City regarding branding, marketing and promotion of NOCOBiz Connect.
- 1.6 The County acknowledges that the City and Contractor will administer the day-to-day operations of the Program Assets. The County may reasonably edit the Program Assets after consultation with the City.

In the event that County seeks to use City's logo, County will do so only with City's written permission. County will consult with City on the use of third-party logos on Program Assets.

- 1.7 The County agrees to comply with the confidentiality agreement attached hereto as Exhibit B, which is incorporated herein by this reference.

2. City Obligations:

- 2.1 City agrees to ensure the County access to the Program Assets, including data collected through the Program Assets.
- 2.2 City will use County's logo only with County's written permission. City will ensure that the County logo is included on nocobiz.com. The City will consult with County on the use of third-party logos on Program Assets.
- 2.3 City will maintain its agreements with Contractor and the State of Colorado Green Business Network Program. In the event that the City terminates either agreement and impairs the County's ability to access Program assets, the City and County will adjust the County's fee paid under Section 1.1 or 1.2, as applicable, by a pro-rata amount to reflect the loss.
- 2.4 The City agrees to consult with the County about changes to the Program Assets to the extent the County seeks to consult about such decisions.

3. Term and Termination

- 3.1 The term of this Agreement will begin on the date it is fully executed by the Parties (the "Effective Date") and shall continue until December 31, 2028. Either party may terminate this Agreement for convenience, provided that notice of termination is in writing and transmitted to the other Party not less than ten days prior to the date of termination. In the event that either Party terminates this Agreement for convenience prior to the end of a calendar year, the City will refund County's fee paid under Section 1.1 or 1.2, as applicable, by a pro-rata amount to reflect the portion of the year to which the County did not have access to the Program Assets.

4. General Terms and Conditions

- 4.1 *Representatives.* The City and the County will each designate representatives for the purposes of managing this Agreement and the activities contemplated under this Agreement. Each party may change its representative by providing written notice of such change. The initial representative are: Javier Echeverría Díaz for the City and Adam Crowe for the County.
- 4.2 *Entire Agreement.* This Agreement constitutes the entire agreement between the Parties, and supersedes any previous contracts, understandings, or agreements of the Parties, whether verbal or written, concerning the Program Assets. Any amendment to this Agreement must be in writing and signed by both Parties.
- 4.3 *Assignment.* No assignment of this Agreement or the rights and obligations thereunder shall be valid without the specific written consent of both Parties.

- 4.4 *Choice of Law.* This Agreement shall be governed by the laws of the State of Colorado, without regard to the conflict of laws provision thereof.
- 4.5 *No Third Party Beneficiaries.* Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the City and the County. Any services or benefits that third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.
- 4.6 *Authority.* The persons who sign and execute this Agreement represent that they are duly authorized to execute this Agreement in their representative capacity on behalf of a Party.
- 4.7 *Liability; Governmental Immunity.* Each Party shall be solely responsible for its actions, including the actions of its employees, agents, or contractors. 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, of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*
- 4.8. *Appropriation.* To the extent this Agreement or any provision in it constitutes a multiple fiscal year debt or financial obligation of the City or the County, it shall be subject to annual appropriation as required by Colorado law.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT:

CITY:

**CITY OF FORT COLLINS, COLORADO,
a Colorado municipal corporation**

By: _____
Kelly DiMartino
City Manager

Date: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Asst. City Attorney

Larimer County, a political subdivision of the State of Colorado

By: ^{Signed by:} Mark Johnston
6C889FEF5E5A467...
Director

Date: 9/3/2024

Exhibit A

Milestones

Milestone 2. Business Universe Expected**Time to Completion: 3 weeks**

Based on findings from the past pilot and from Milestone 1:

Milestone 1 Activities:

1. Schedule scope of work meetings
2. Draft scope of work
3. Confirm the Scope of Work
4. Establish Management Software

Milestone 1 Roles & Responsibilities:**Monarca Group**

- Developing Scope of Work narrative
- Outline each organization's R&R
- Develop Gannt chart
- Set up SharePoint for all SBP files

We will collaborate with key stakeholders and the business community to incorporate the missing pieces to better understand the landscape of all diverse businesses in Fort Collins, including but not limited to primary industry, commercial, home-based, and service providers local to and around Fort Collins.

Milestone 2 Activities:

1. Compile lists of registered businesses in Fort Collins
2. Set up the database to:
 - a. Support business demographic analysis
 - b. Align with Milestone 4 activities (Develop culturally relevant bilingual communications and outreach & engagement strategy, develop advisory board strategy and team, develop a GreenBiz Tracker system, develop a TBL business impact tracking tool, establish a Customer Relationship Management (CRM) tool, plan a bilingual kick-off event to launch the program) and CRM tool development and business impact tracker
 - c. Enable evaluation and performance reporting

Milestone 2 Roles & Responsibilities:**Monarca Group**

- Consolidate lists into a sortable database
 - Clean up data and convert it into a useful business data repository
 - Create a format that is TBL user-friendly and connected to Impact tracking tool
- Advise on lists needed and format

City

- Gather lists
- Approve database

Milestone 7. Program Administration**Continuous Programming**

Operations in milestone 7-9 are to reflect program design outlined in Milestone 4 (Develop culturally relevant bilingual communications and outreach & engagement strategy, develop advisory board strategy and team, develop a GreenBiz Tracker system, develop a TBL business impact tracking tool, establish a Customer Relationship Management (CRM) tool, plan a bilingual kick-off event to launch the program) and act as a safe platform to help connect ALL businesses, significantly those historically excluded, focused on FortCollins but available to any in Northern Colorado. Both City and Monarca Administration to serve as champions in the community and be available to share and communicate with City, County, and regional leaders and decision-makers.

¹ Based on infrastructure readiness and website availability

Milestone 7 Activities:

1. Understand and access the landscape of grants that enhance program operations or provide direct-to-business resources.
2. Coordinate bicultural and bilingual communication, education, recognition events, and activities
3. Coordinate Green Biz Tracker
4. Coordinate advisory board
5. Provide maintenance to the TBL resource and business database

Milestone 7 Roles & Responsibilities:**Monarca Group**

- Grants
 - Research, set up, and maintain database of grants researched
 - Recommend grants to be pursued
 - Provide an overview to the City of the purpose and requirements of the grant, who is eligible, and who is recommended to pursue writing the grant; the City, or Monarca Group.
 - Share at meeting or email, depending on what is most timely
 - Include grants researched in monthly progress report.
 - Discuss with City, each organization pursues grants within reason.
- Communication, events, and activities
 - Lead broad communication strategy and implementation
 - Communicate aligned events and activities led by other organizations
 - Manage all communication channels including social media
 - Coordinate all event and activity logistics
 - Identify a diverse set of businesses and business accomplishments to highlight
 - Build and maintain relationships with organizations, also providing business resources
- Green Biz Tracker
 - Manage data entry and maintenance of management tool
 - Attend State facilitated meetings and events
 - Stay at the leading edge of platform use and best practices learned from other communities

- **Advisory board**
 - Schedule hybrid meetings
 - Co-create agenda
 - Co-facilitate meetings
 - Provide SBP updates and highlights
 - Consider other engagement opportunities for advisor board
 - Identify important questions or concepts to bring to the team for direction and decision making
 - Record keeping
 - Document Management
- **TBL Database**
 - Systematic sweep of both in Q2 2024 to ensure accurate and up to date.
 - Add new resources and remove old ones as information becomes available
 - Update webpage
 - Update materials

City

- **Grants**
 - Discuss with MG each organization pursue grants within reason.
- **Communications, events, and activities**
 - Support content and speakers development
 - Attend events when possible
 - Pay vendors as it fits
 - Pays for translation/interpretation (e.g., SBP collateral, presentations, etc.)
- **Green Biz Tracker**
 - Maintain relationship with State liaison
- **Advisory Board**
 - Co-facilitate meetings
 - Co-create agendas
 - Sit on the advisory board
 - City provides updates from City programming and community priorities
 - Empower MG and the advisory board to lead
 - Provides funding to pay members
 - Pay vendors as it fits
 - Pay for translation/interpretation (e.g., agenda, presentations, etc.)

- TBL Database
 - Inform MG if awareness of a resource emerging or is no longer being available
 - Research other potential resources

Milestone 8. Program Outreach and Engagement

Continuous Programming

In developing a successful, equitable program, alignment with key community members is crucial for building trust, promoting participation, enhancing communication, improving decision-making, achieving better outcomes, and promoting sustainable development.

Milestone 8 Activities:

1. Establish operational processes, logistics, and documentation templates
2. Create bicultural materials to support successful participation (City provides translation)
3. Build and maintain people-first relationships
4. Recruit businesses to participate
 - a. Weekly outreach
5. Enroll businesses
6. Document results of business interactions

Milestone 8 Roles & Responsibilities:

Monarca Group

- Establish processes
- Create materials
 - Proofread and brand
 - Build Relationships
 - Establish friendships
- Recruit Businesses
 - Offer value
 - Explain benefits
 - Provide resources
- Enroll Businesses
 - Walk them through sign up process as needed
 - With Greenbiz Tracker
 - Without Greenbiz Tracker
 - TBL intake form (baseline impact tracker information)
 - Establish MG primary point of contact for each business
 - Provide clear information on resources suitable for the business needs
 - Answer questions
 - Personalized advising
 - Provide performance assessment
- Document results of business interactions
 - Interactions documented in CRM
 - Impact documented in impact tracker

- Create and administer impact surveying
 - 2X's per business between Sept 2023 and Dec 2024 (~every 6 months)
 - TBL quantitative and qualitative factors

City

- Establish processes
 - Support development through discussion and advising
- Create materials
 - Support review and proofing process
 - Pays for translation (e.g., SBP collateral, presentations, etc.)
- Build Relationships
 - Leverage engagement opportunities to promote the sustainable business program
 - Encourage and spread the word amongst coworkers so they also promote the program
 - City internal communications planning and implementation
- Recruit Businesses
 - Support the recruitment process with warm introductions whenever possible
- Enroll Businesses
 - n/a
 - Document results of business interactions
 - Organize and prepare MG developed information for the City's budgeting process

Milestone 9. Performance Monitoring

Continuous Programming

Compile and analyze data collected through program operations in a regular, short-term cadence. Provide light analysis and a short description of results describing trends or known future expectations and discuss results with City during check-in meetings.

Milestone 9 Activities:

1. Up-to-date and accurate data in all trackers
2. Monthly dashboard
3. Quarterly reports
4. Biweekly meetings between City and Monarca administrators

Milestone 9 Roles & Responsibilities:

Monarca

- Up-to-date and accurate data in all trackers
 - a. As business communications, meetings, assessments, activities and events occur, input data into trackers
- Monthly dashboard to include primary metrics
 - a. Green Biz Tracker progress
 - b. Business Impact Tracker progress

- c. Engagement progress
- d. Demographic breakdown of business participation
- e. Grants researched or pursued
- f. Mission moment (qualitative or anecdotal information) (optional as available)
 - i. share a short story or two about operational accomplishments that epitomizewhat we are trying to accomplish with this work
- o Quarterly reports with qualitative insights and information
 - a. Analysis and short description
 - i. notable operational accomplishments
 - ii. trends observed
 - iii. future trends/pitfalls/windfalls to plan for
- o Biweekly meetings with the City
 - a. Review and discuss dashboard report
 - b. Discuss opportunities on grants research and progress made
 - c. Discuss TBL resource universe additions

City

- o Up to date and accurate data in all trackers
 - a. n/a
- o Monthly dashboard
 - a. n/a
- o Quarterly reports
 - a. Approve reports
 - b. Leverage for internal communications
 - i. Create awareness with Monarca when grabbing and sharing information with leadership
 - c. Incorporate into discussions on future of programing
- o Biweekly meetings
 - a. Review and discuss the dashboard report
 - b. Discuss opportunities on grants research and progress made
 - c. Discuss TBL resource universe additions

Milestone 11. Final Program Evaluation and Reporting

Expected Time to Completion: 6 weeks

Start Date: December 1, 2024

Due Date: January 15, 2025

Occurs at the end of the contract period. Process of compiling and analyzing data collected through program operations and regular progress reporting to enable evaluation of program progress. Discuss overall lessons learned and recommended next steps for program. Produce report.

Milestone 11 Activities

1. Conduct evaluation process

2. Review evaluation results
3. Produce Final Program Report

Milestone 11 Roles & Responsibilities:**Monarca**

- Conduct evaluation process
 - a. Produce information developed through performance monitoring monthly dashboards and quarterly reports
 - b. Develop evaluation questions
 - c. Facilitate discussion
 - d. Record input received
- Review evaluation results
 - a. Analyze input received against tracker data and metrics
- Produce Final

Program Report City

- Conduct evaluation process
 - a. Participate and provide input into process
- Review evaluation results
 - a. Participate and provide input into process
- Produce Final Program Report
 - a. Review and approve report

Exhibit B

Confidentiality

IN CONNECTION WITH THIS AGREEMENT, the parties agree to comply with reasonable policies and procedures with regard to the exchange and handling of confidential information and other sensitive materials between the parties, as set forth below.

1. Definitions.

For purposes of this Agreement, the party who owns the confidential information and is disclosing same shall be referenced as the "Disclosing Party." The party receiving the Disclosing Party's confidential information shall be referenced as the "Receiving Party."

2. Confidential Information.

Confidential Information controlled by this Agreement refers to information which is not public and/or is proprietary and includes by way of example, but without limitation, CITY customer information, utility data, service billing records, customer equipment information, location information, network security system, business plans, formulae, processes, intellectual property, trade secrets, designs, photographs, plans, drawings, schematics, methods, specifications, samples, reports, mechanical and electronic design drawings, customer lists, financial information, studies, findings, inventions, and ideas.

To the extent practical, Confidential Information shall be marked "Confidential" or "Proprietary." Nevertheless, THE COUNTY shall treat as Confidential Information all customer identifiable information in any form, whether or not bearing a mark of confidentiality or otherwise requested by the CITY, including but not limited to account, address, billing, consumption, contact and other customer data. In the case of disclosure in non-documentary form of non-customer identifiable information, made orally or by visual inspection, the Disclosing Party shall have the right, or, if requested by the Receiving Party, the obligation to confirm in writing the fact and general nature of each disclosure within a reasonable time after it is made in order that it is treated as Confidential Information. Any information disclosed to the other party prior to the execution of this Agreement and related to the services for which THE COUNTY has been engaged shall be considered in the same manner and be subject to the same treatment as the information disclosed after the execution of this AGREEMENT with regard to protecting it as Confidential Information.

3. Use of Confidential Information.

Receiving Party hereby agrees that it shall use the Confidential Information solely for the purpose of performing its obligations under this AGREEMENT and not in any way detrimental to Disclosing Party. Receiving Party agrees to use the same degree of care Receiving Party uses with respect to its own proprietary or confidential information, which in any event shall result in a reasonable standard of care to prevent unauthorized use or disclosure of the Confidential Information. Except as otherwise provided herein, Receiving Party shall keep

confidential and not disclose the Confidential Information. The CITY and THE COUNTY shall cause each of their directors, officers, employees, agents, representatives, and subcontractors to become familiar with, and abide by, the terms of this section, which shall survive this AGREEMENT as an on-going obligation of the Parties.

THE COUNTY shall not use such information to obtain any economic or other benefit for itself, or any third party, other than in the performance of obligations under this AGREEMENT.

4. Exclusions from Definition.

The term "Confidential Information" as used herein does not include any data or information which is already known to the Receiving Party or which before being divulged by the Disclosing Party (1) was generally known to the public through no wrongful act of the Receiving Party; (2) has been rightfully received by the Receiving Party from a third party without restriction on disclosure and without, to the knowledge of the Receiving Party, a breach of an obligation of confidentiality; (3) has been approved for release by a written authorization by the other party hereto; or (4) has been disclosed pursuant to a requirement of a governmental agency or by operation of law.

5. Required Disclosure.

If the Receiving Party is required (by interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process, or by federal, state, or local law, including without limitation, the Colorado Open Records Act) to disclose any Confidential Information, the Parties agree the Receiving Party will provide the Disclosing Party with prompt notice of such request, so the Disclosing Party may seek an appropriate protective order or waive the Receiving Party's compliance with this AGREEMENT.

The Receiving Party shall furnish a copy of this AGREEMENT with any disclosure.

6. Notwithstanding paragraph 5, THE COUNTY shall not disclose Confidential Information to any person, directly or indirectly, nor use it in any way, except as required or authorized in writing by the CITY.

7. Red Flags Rules.

THE COUNTY must implement reasonable policies and procedures to detect, prevent and mitigate the risk of identity theft in compliance with the Identity Theft Red Flags Rules found at 16 Code of Federal Regulations part 681. Further, THE COUNTY must take appropriate steps to mitigate identity theft if it occurs with one or more of the CITY's covered accounts and must as expeditiously as possible notify the CITY in writing of significant breaches of security or Red Flags to the CITY.

8. Data Protection and Data Security.

In addition to the requirements of paragraph 7, THE COUNTY shall have in place information security safeguards designed to conform to or exceed industry best practices regarding the protection of the confidentiality, integrity and availability of utility and customer information and shall have written agreements requiring any subcontractor to meet those standards. These

information security safeguards (the "Information Security Program") shall be materially consistent with, or more stringent than, the safeguards described in this Exhibit.

a) THE COUNTY's information security safeguards shall address the following elements:

- Data Storage, Backups and Disposal
- Logical Access Control (e.g., Role-Based)
- Information Classification and Handling
- Secure Data Transfer (SFTP and Data Transfer Specification)
- Secure Web Communications
- Network and Security Monitoring
- Application Development Security
- Application Security Controls and Procedures (User Authentication, Security Controls, and Security Procedures, Policies and Logging)
- Incident Response
- Vulnerability Assessments
- Hosted Services
- Personnel Security

b) Subcontractors. THE COUNTY may use subcontractors, though such activity shall not release or absolve THE COUNTY from the obligation to satisfy all conditions of this AGREEMENT, including the data security measures described in this Exhibit, and to require a substantially similar level of data security, appropriate to the types of services provided and Customer Data received, for any subcontractor THE COUNTY may use. Accordingly, any release of data, confidential information, or failure to protect information under this AGREEMENT by a subcontractor or affiliated party shall be attributed to THE COUNTY and may be considered to be a material breach of this AGREEMENT.

9. Confidential Information is not to be stored on any local workstation, laptop, or media such as CD/DVD, USB drives, external hard drives or other similar portable devices unless the THE COUNTY can ensure security for the Confidential Information so stored. Workstations or laptops to be used in the Service(s) will be required to have personal firewalls on each, as well as have current, active anti-virus definitions.
10. The agreement not to disclose Confidential Information as set forth in this Exhibit shall apply during the term of the Service(s) and or AGREEMENT and at any time thereafter unless specifically authorized by the CITY in writing.
11. If THE COUNTY breaches this AGREEMENT, in the CITY's sole discretion, the CITY may immediately terminate this Agreement and withdraw THE COUNTY's right to access Confidential Information.
12. Notwithstanding any other provision of this AGREEMENT, all material, i.e., various physical forms of media in which Confidential Information is contained, including but not limited to writings, drawings, tapes, diskettes, prototypes or products, shall remain the sole property of

the Disclosing Party and, upon request, shall be promptly returned, together with all copies thereof to the Disclosing Party. Upon such return of physical records, all digital and electronic data shall also be deleted in a non-restorable way by which it is no longer available to the Receiving Party. Written verification of the deletion (including date of deletion) is to be provided to the Disclosing Party within ten (10) days after completion of engagement, whether it be via termination, completion or otherwise.

13. THE COUNTY acknowledges that the CITY may, based upon the representations made in this AGREEMENT, disclose security information that is critical to the continued success of the CITY's business. Accordingly, THE COUNTY agrees that the CITY does not have an adequate remedy at law for breach of this AGREEMENT and therefore, the CITY shall be entitled, as a non-exclusive remedy, and in addition to an action for damages, to seek and obtain an injunction or decree of specific performance or any other remedy, from a court of competent jurisdiction to enjoin or remedy any violation of this AGREEMENT.

File Attachments for Item:

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

The purpose of this item is to present the Annual Appropriation and Budget Ordinance for First Reading. This Ordinance sets the City Budget for the two-year period (2025-2026) which becomes the City's financial plan for the next two fiscal years. This Ordinance sets the amount of \$893,553,000 to be appropriated for fiscal year 2025. However, this appropriated amount does not include what is being budgeted and appropriated by separate Council/Board of Director actions to adopt the 2025 budget for the General Improvement District (GID) No. 1 of \$319,731, the 2025 budget for General Improvement District (GID) No. 15 (Skyview) of \$1,000, the Urban Renewal Authority (URA) 2025 budget of \$5,185,096 and the Downtown Development Authority 2025 budget of \$31,622,757. This results in the City-related total operating appropriation of \$930,681,584 in 2025.

Also included for Council consideration are two possible amendments.

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

November 4, 2024



AGENDA ITEM SUMMARY

City Council

STAFF

Kelly DiMartino, City Manager
 Travis Storin, Chief Finance Officer
 Lawrence Pollack, Budget Director

SUBJECT

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

EXECUTIVE SUMMARY

The purpose of this item is to present the Annual Appropriation and Budget Ordinance for First Reading. This Ordinance sets the City Budget for the two-year period (2025-2026) which becomes the City's financial plan for the next two fiscal years. This Ordinance sets the amount of \$893,553,000 to be appropriated for fiscal year 2025. However, this appropriated amount does not include what is being budgeted and appropriated by separate Council/Board of Director actions to adopt the 2025 budget for the General Improvement District (GID) No. 1 of \$319,731, the 2025 budget for General Improvement District (GID) No. 15 (Skyview) of \$1,000, the Urban Renewal Authority (URA) 2025 budget of \$5,185,096 and the Downtown Development Authority 2025 budget of \$31,622,757. This results in the City-related total operating appropriation of \$930,681,584 in 2025.

Also included for Council consideration are two possible amendments.

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

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

The creation of the 2025-2026 Recommended Budget was accomplished using a process called Budgeting for Outcomes (BFO), which is a form of priority-based budgeting. The process included the following major steps:

- Council adopted the 2024 Strategic Plan, which encompasses the adopted 2024-2026 Council Priorities.
- City financial staff created revenue forecasts for fiscal years 2025 and 2026.

- City staff developed budget requests (offers) for individual programs and services to help achieve operational objectives and/or specific strategic objectives within the adopted strategic plan. The primary objective selected within the budget request determines which of the City's seven key Strategic Outcomes the request is then submitted for consideration.
- BFO Teams comprised of seven (7) staff members each (one team per Outcome) reviewed the offers and discussed them, as applicable, with the staff (aka Sellers) who submitted the budget requests. This unique aspect of BFO allows for a much deeper review and understanding of the programs and services being proposed. The teams each deliver a prioritized ranking of budget requests to the executive team for their next level of review.
- Concurrently, public outreach began with a press release and ongoing communications through social media channels to invite the community to share their perspectives. The City's online public engagement tool, called OurCity, allows individuals to provide various types of input based on their level of interest and the amount of time they have available. The information received about the offers being considered for the recommended budget, and the remaining inputs collected through September will be shared with Council as final decisions are being made for the adopted 2025-2026 Budget.
- A work session item summarizing the development of the 2025-2026 Budget was discussed on June 25. That session included high-level assumptions within the budget, as well as the themes that were emerging.
- The prioritized lists of funding recommendations from the BFO Teams were then reviewed by the City Manager and the rest of the Budget Leadership Team (BLT). The BLT deliberated similar to the BFO Teams, but they looked holistically across all seven Outcomes. This included conversations with each BFO Team and discussions with various directors about their budget requests. These inputs, along with other data and information discussed by the BLT, resulted in the decisions on what is recommended for funding in 2025 and 2026.
- The 2025-2026 Recommended Budget was delivered to City Council on August 30 along with a cover memo outlining highlights and challenges of this year's budget process. Attachment #1 of that memo included a comprehensive listing of all the recommended offers, both ongoing and enhancements, that supported the 11 adopted Council Priorities.
- Council reviewed the Recommended Budget during three Council work sessions. In addition, residents were provided the opportunity to give input to Councilmembers through two public hearings and public engagement, which continued through the end of September. From these discussions City Council has provided direction and guidance for the following changes that have been incorporated into First Reading of the 2025-2026 Budget.

• **Changes to Offers from what was originally proposed in the City Manager’s Recommended Budget (Exhibit A):**

Note - Offers listed below are in the same order as presented in the work session on October 8

Outcome	Offer Number and Title	Funding Source(s)	Changes Made from Recommended Budget	Ongoing Costs		One-Time Costs	
				2025	2026	2025	2026
C&R	58.6 - Golf Facility Assets	Golf Fund Reserves	Included for funding in 1st Reading			\$929,180	\$248,540
C&R	26.16 - Access Funds for Low-Income Community Residents	Cultural Services Fund Reserves	Included for funding in 1st Reading at a scaled amount of \$75k per yr.	\$75,000	\$75,000		
HPG	16.16 - Operation Services: 1.0 FTE - Real Estate	General Fund - Facilities Work for Others	Included for funding in 1st Reading	\$75,736	\$91,427		
HPG	16.19 - Operation Services: 1.0 FTE - HVAC Technician	General Fund - Facilities Work for Others	Included for funding in 1st Reading	\$130,060	\$84,446		
SAFE	29.20 - Police Colorado Regional Information Sharing Project [CRISP] REHOST	General Fund Ongoing Revenue for \$667k (The balance of the offer is funded by partner orgs.)	Included for funding in 1st Reading			\$2,000,000	
SAFE	16.14 - Police Services HVAC	General Fund Reserves	Offer still funded, but amount reduced to \$2.5M to align with updated anticipated costs			(\$4,000,000)	
NCV	18.8 - CDNS: Eviction Legal Fund - formerly ARPA funded	General Fund Reserves	Included for funding in 1st Reading	\$220,000	\$220,000		
NCV	18.9 - CDNS: Immigration Legal Fund	General Fund Reserves	Included for funding in 1st Reading	\$220,000	\$220,000		
NCV	44.2 – Affordable Housing Capital Fund	Community Capital Improvement Fund (shift to Offer 44.10)	Offer still funded, but at amount reduced from from \$500k to \$100k in 2025 to fund Offer 44.10. 2026 is \$0 due to the expiration of the 0.25 cent tax.			(\$400,000)	
NCV	44.10 - Affordable Housing Fee Relief	Community Capital Improvement Fund (shift from Offer 44.2)	Included for funding in 1st Reading. This budget is intended to be non-lapsing with the targeted intent of \$200k per year			\$400,000	
SAFE	62.4 - Municipal Court: Judicial Services	General Fund Reserves	Included for funding in 1st Reading	\$34,906	\$36,129		
HPG	11.5 - CPIO: Expanded Communication Methods - formerly ARPA funded	General Fund Reserves	Included for funding in 1st Reading			\$100,000	\$100,000
HPG	16.9 - Fleet Vehicle and Equipment New Replacements	General Fund Reserves	Offer still funded, but at increased amount of \$1.2M for total funding of \$2.2M	\$400,000	\$1,800,000		
T&M	19.8 - FC Asphalt Art Program	- Broadband Fund APP @ \$53k per year and - General Fund Reserves @ \$9.5k per year	Included for funding in 1st Reading at scaled amount for 2 installations per year instead of 4			\$62,500	\$62,500
T&M	21.9 - PDT Active Modes Facility Maintenance	Transportation Fund Reserves	Included for funding in 1st Reading at a scaled down amount that excluded streetsweeping	\$189,233	\$193,964	\$68,000	
T&M	65.21 - Transfort Sunday and Holiday Service	- 2050 Tax Ongoing: Transit	Included for funding in 1st Reading at \$300k starting in 2026	\$0	\$300,000		
T&M	65.22 - Transfort: 4.0 FTE - Additional Transit Security Officers	- 2050 Tax Ongoing: Transit	Offer still funded, but at amount reduced from 7.0 FTE to 4.0 FTE in 2026 (to pay most of Offer 65.21)	\$0	(\$253,485)		
T&M	19.11 - Adaptive Program Specialist for Safe Routes to School and FC Moves	Transportation Fund Reserves	Included for funding in 1st Reading	\$28,639	\$29,928		

Additionally, the following administrative changes have been made for First Reading:

- The 2025 Budget for the Downtown Development Authority (DDA) was approved by its Board of Directors on September 5, 2024. Offer 69.1 - Downtown Development Authority: Operating & Capital Budget has been updated to reflect the final DDA 2025 Budget, as approved by the Board
- Update to the sales tax portion of the developer payments based on revised revenue projections in Offer 45.2 - Urban Renewal Authority Debt Service

Per Council conversation at the October 8 work session, the following two offers have been prepared for potential amendments on First Reading:

1. Offer 10.3 – Cybersecurity Enhancement: Virtual CISO and Endpoint Management Modernization

- 2025 Expense = \$250,000
- 2025 Funding:
 - General Fund = \$135,000
 - Transportation Fund = \$10,000
 - Broadband Fund = \$20,000
 - Light and Power Fund = \$28,050
 - Water Fund = \$26,350
 - Wastewater Fund = \$19,550
 - Stormwater Fund = \$11,050
- 2026 Expense = \$250,000
- 2026 Funding: (same as 2025)
 - General Fund = \$135,000
 - Transportation Fund = \$10,000
 - Broadband Fund = \$20,000
 - Light and Power Fund = \$28,050
 - Water Fund = \$26,350
 - Wastewater Fund = \$19,550
 - Stormwater Fund = \$11,050

Amendment language: *I move that Section 1 of Ordinance No. 163 be amended to add “Offer 10.3 – Contracted cybersecurity support,” as described on page 4 of the Agenda Item Summary, to Exhibit B, the list of funded offers added to the City Manager’s Recommended Budget in addition to the items listed in Exhibit A. I further move that the appropriated amounts for each of the affected funds be increased to add the amounts stated for that Offer, and all totals adjusted accordingly.*

2. Offer 72.1 - Poudre Flows Design and Permitting

- 2025 Expense = \$550,000
- 2025 Funding:
 - General Fund = \$180,000
 - Water Fund = \$185,000
 - Natural Areas Fund = \$185,000
- 2026 Expense = \$300,000
- 2026 Funding:
 - General Fund = \$100,000
 - Water Fund = \$100,000
 - Natural Areas Fund = \$100,000

Amendment language: *I move that Section 1 of Ordinance No. 163 be amended to add “Offer 72.1 – Poudre Flows Design and Permitting,” as described on page 4 of the Agenda Item Summary, to Exhibit B, the list of funded offers added to the City Manager’s Recommended Budget in addition to the items listed in Exhibit A. I further move that the appropriated amounts for each of the affected funds be increased to add the amounts stated for that Offer, and all totals adjusted accordingly.*

If no amendments are made on First Reading, Exhibit B will be deleted from the Ordinance and related references will be removed from the Ordinance for second reading.

In response to Council’s inquiry about funding sources to support Offer 74.1 for carbon sequestration, City Staff recommends the following solution: Offer 38.2 Nature in the City - CCIP will fund a scaled effort to restore riparian areas in Natural Habitat Buffer Zones with a focus on ethnically diverse, low-income census block groups. This will not require any modifications to the recommended budget. CDNS staff will follow the established process for City-led projects to receive Nature in the City (NIC) funding. Nature in the City will provide \$100,000 in funding for this one-time pilot effort, with a goal of sequestering up to 400 metric tons of carbon across 25 acres of land. Up to \$50,000 in funds from the 2050 tax will be used to support soil carbon sampling, analysis, interpretation, and reporting on carbon sequestration efforts.

CDNS and Natural Areas (NIC) staff will coordinate through Q1 2025 to refine a project charter and scope, with initial funding awarded in this timeframe, allowing CDNS staff to begin the process of finalizing a scope of work and securing consultant proposals. Restoration work will take place between the summer of 2025, continuing through 2026, with ongoing, restoration management to follow. Soil carbon levels will be monitored before project work begins and then at two-year intervals for the next 8-10 years.

Staff believe this pilot effort will help refine this concept and could inform a future proposal for enhancement funding.

2025-2026 Budget Summary

This annual Appropriation Ordinance sets the amount of \$893,553,000 to be appropriated for fiscal year 2025. It does not include the 2025 adopted annual appropriations and budgets for the General Improvement District (GID) No. 1 of \$319,731, the GID No. 15 (Skyview) of \$1,000, the Urban Renewal Authority (URA) of \$5,185,096 and the Downtown Development Authority of \$31,622,757. This results in City-related total appropriations being \$930,681,584 in 2025. Below is a summary of the City’s proposed 2025 total and net budgets

TOTAL AND NET CITY BUDGET					
(\$ millions)					
	Adopted 2024	2025	% Change	2026	% Change
Operating	\$718.1	\$775.1	7.9%	\$756.2	-2.4%
Debt	52.0	47.0	-9.5%	55.6	18.2%
Capital*	65.2	108.6	66.5%	63.7	-41.3%
Total City Appropriations**	\$835.3	\$930.7	11.4%	\$875.4	-5.9%
Less					
Internal Service Funds	(\$99.4)	(\$103.8)	4.5%	(\$109.3)	5.2%
Transfers to Other Funds	(78.0)	(96.4)	23.5%	(71.9)	-25.4%
GID #1, #15	(0.3)	(0.3)	0.5%	(0.3)	0.3%
URA Funds	(6.1)	(5.2)	-15.3%	(4.8)	-7.8%
Downtown Development Auth.	(26.3)	(31.6)	20.0%	(31.6)	0.0%
Total	(\$210.2)	(\$237.4)	12.9%	(\$217.9)	-8.2%
Net City Budget	\$625.1	\$693.3	10.9%	\$657.6	-5.2%

CITY FINANCIAL IMPACTS

This Ordinance sets the annual appropriation for fiscal year 2025 in the amount of \$893,553,000. The Ordinance also sets the City property tax mill levy at 9.797 mills, unchanged since 1991.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

Various City boards and commissions submitted memos to Council for its consideration of what they believed should be included in the 2025-2026 Budget.

PUBLIC OUTREACH

In order to emphasize that the City's Strategic Plan and Budget are complementary efforts, public engagement about community priorities actually began in the fall of 2023 to inform both the 2024 Strategic Plan and the 2025-2026 Budget. This included a series of community events focused on the City's Outcomes and how funded programs and services could help in achieving those high-level goals. This input, along with OurCity and other forms of social media, helped inform the strategic plan. That plan, along with the adopted Council Priorities, significantly impact the creation of the recommended budget.

This summer, the City's Communications and Public Information Office continued public engagement that continued through September. Results from that engagement were summarized for City Council in the agenda materials for the third budget work session conducted on October 8.

ATTACHMENTS

1. Ordinance for Consideration
2. Ordinance Exhibit A
3. Ordinance Exhibit B
4. Presentation

ORDINANCE NO. 163, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
BEING THE ANNUAL APPROPRIATION ORDINANCE
RELATING TO THE ANNUAL APPROPRIATIONS
FOR FISCAL YEAR 2025; ADOPTING THE BUDGET FOR
THE FISCAL YEAR BEGINNING JANUARY 1, 2025, AND ENDING
DECEMBER 31, 2026; AND FIXING THE MILL LEVY FOR PROPERTY TAXES
PAYABLE IN 2025

A. City Charter Article V, Section 2 provides that the City Manager shall file with the City Clerk on or before the first Monday in September preceding each “budget term” the proposed budget for that ensuing budget term.

B. City Charter Article V, Section 1 provides that the City Council is to set by ordinance the number of fiscal years that shall constitute the City’s “budget term.”

C. The City Council finds and determines that the adoption of this Ordinance is necessary for the public’s health, safety, and welfare and therefore wishes to approve the Proposed 2025-2026 Budget, as hereafter amended, and authorize the expenditures described in this Ordinance for the 2025 fiscal year.

D. In 2010, the City’s budget term was set in City Code Section 8-1 as being two fiscal years, so a biennial budget term.

E. Under Code Section 8-1, the City’s next biennial budget term is for fiscal years 2025 and 2026.

F. The City Council finds and determines that the adoption of this Ordinance is necessary for the public’s health, safety, and welfare and therefore wishes to approve the Proposed 2025-2026 Budget, as hereafter amended, and authorize the expenditures described in this Ordinance for the 2025 fiscal year.

G. On August 30, 2024, the City Manager filed with the City Clerk a proposed budget for the City of Fort Collins for the fiscal year 2025-2026 (the “Proposed 2025-2026 Budget”) as required in Article V, Section 2 of the City Charter and included with it an explanatory message, a complete financial plan for each City fund, appropriate financial statements for each type of fund showing comparative figures for the last completed fiscal year and the current fiscal year, and the City Manager’s recommendation for the ensuing budget term.

H. Article V, Section 3 of the City Charter requires that, within ten days of the date of the City Manager’s filing of the Proposed 2025-2026 Budget with the City Clerk, the City Council shall set a time certain for a public hearing on the Proposed 2025-2026 Budget and cause a notice of the hearing to be published

I. Both public hearings were held and conducted on those dates and persons were given the opportunity to appear before City Council and comment on any or all items and estimates in the Proposed 2025-2026 Budget.

J. Article V, Section 4 of the City Charter requires that after the public hearing and before the last day of November of each fiscal year, the City Council shall adopt the budget for the ensuing budget term by ordinance and appropriate by ordinance on a fund basis and by individual project for capital projects and federal or state grant projects, such sums of money as it deems necessary to defray all expenditures of the City during the ensuing fiscal year, based upon the budget as approved by the City Council.

K. The appropriations in this Ordinance also include appropriations as needed to transfer monies from the dedicated funds receiving the revenues to the funds from which those monies will be expended.

L. The 2025-26 Budget and annual appropriation for 2025 include partial funding from General Fund Reserves considered by policy as minimum fund balance. These are reserve balances in addition to the State required TABOR reserves, which are also held within the General Fund. The Financial Management Policy establishing this reserve fund was put in place nearly two decades ago reflecting a liquidity goal when the City's budget was much smaller. Those policy reserves were not used during the Great Recession in the late 2000's and have only been growing over the years; not being used for service delivery to the community. Staff will present an update to the Policy for Council approval in December.

M. Article V, Section 5 of the City Charter provides that the annual appropriation ordinance shall also fix the tax levy in mills upon each dollar of the assessed valuation of all taxable real property within the City, such levy representing the amount of taxes for City purposes necessary to provide for payment during the ensuing fiscal year for all properly authorized expenditures to be incurred by the City, including interest and principal of general obligation bonds.

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

Section 1. Budget.

- a. The City Council has reviewed the Proposed 2025-2026 Budget, a copy of which is on file with the office of the City Clerk and has determined that the amendments described in Exhibit "A" attached hereto and incorporated by reference should be made to it.
- b. **[TO BE DELETED IF NO AMENDMENTS ARE MADE]**: The City Council on first reading of this Ordinance has also approved amendments to the Proposed 2025-2026 Budget as described in Exhibit "B" attached hereto and incorporated by reference.]

b/c. The Proposed 2025-2026 Budget, as amended in Exhibit "A" [and Exhibit "B"], is hereby adopted in accordance with the provisions of Article V, Section 4 of the City Charter and incorporated herein by reference (the "2025-2026 Adopted Budget").

c/d. The 2025-2026 Adopted Budget shall be on file with and maintained in the office of the City Clerk and identified as "The Budget for the City of Fort Collins for the Fiscal Years Beginning January 1, 2025 and Ending December 31, 2026, as Adopted by the City Council on November 19, 2024."

Section 2. Appropriations. There is hereby appropriated out of the reserves and revenues of the City of Fort Collins, for the fiscal year beginning January 1, 2025, and ending December 31, 2025, the sum of EIGHT HUNDRED NINETY-THREE MILLION FIVE HUNDRED FIFTY-THREE THOUSAND DOLLARS (\$893,553,000) to be raised by taxation and otherwise, which sum is deemed by the City Council to be necessary to defray all expenditures of the City during said fiscal year, to be divided and appropriated for the following purposes, to wit:

GENERAL FUND **\$247,052,978**

SPECIAL REVENUE FUNDS

2050 Tax Parks Rec Transit OCF	14,475,989
Capital Expansion Fund	1,424,886
Cemeteries Fund	1,219,367
Cultural Services Fund	9,175,494
Operating Total	8,919,980
Capital	

Art in Public Places	255,514
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Total Cultural Services Fund	\$9,175,494
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General Employees' Retirement Fund	6,539,500
Museum Fund	1,261,651
Natural Areas Fund	19,226,253
Parking Fund	3,572,184
Perpetual Care Fund	64,481
Recreation Fund	11,090,166
Sales & Use Tax Fund	11,028,001
Transit Services Fund	38,133,851
Transportation CEF Fund	2,531,916
Transportation Fund	45,671,568
Capital Leasing Corp Fund	6,263,317

TOTAL SPECIAL REVENUE & DEBT SERVICE FUNDS**\$171,678,624****CAPITAL IMPROVEMENT FUNDS****General City Capital**

Capital

Buckhorn Bridge Replacement	1,250,000
CCIP Arterial Intersection Imp	1,300,000
CCIP Bicycle Infrastructure Im	1,300,000
CCIP Bus Stop Improvements	100,000
CCIP Nature in the City	750,000
CCIP Pedestrian Sidewalk - ADA	2,400,000
City Bridge Program	2,800,000
Dry Creek Bridge Replacement	1,250,000
East Community Park	885,403
Harmony/Power Trail Grade Sep	673,371
Northeast Community Park	162,483
Railroad Crossing Replacement	128,125
SE Community Center CCIP	15,201,000

Total General City Capital**\$28,200,382****Community Capital Improvement**

Afford Housing Capital Program	500,000
Arterial Intersection Imprvmnt	1,300,000
Bicycle Infrastructure Imprvmt	1,300,000
Bus Stop Improvements	100,000
Carnegie Bldg Renovation	25,000

Linden St Renovation	12,000
Nature in the City	750,000
Pedestrian Sidewalk - ADA	2,400,000
SE Comm Ctr w/ Pool	15,201,000
Transfort Bus Replacements	1,000,000
Total Community Capital Improvement	<u>\$22,588,000</u>
Conservation Trust Fund	
Operating Total	669,792
Capital	
Trail Acquisition/Development	2,799,999
Total Conservation Trust Fund	<u>\$3,469,791</u>
Neighborhood Parkland Fund	
Operating Total	742,830
Capital	
New Park Site Development	1,302,997
Total Neighborhood Parkland Fund	<u>\$2,045,827</u>
TOTAL CAPITAL IMPROVEMENT FUNDS	<u>\$56,304,000</u>
ENTERPRISE FUNDS	
Broadband Fund	
Operating Total	25,108,383
Total Broadband Fund	<u>\$25,108,383</u>
Golf Fund	
Operating Total	5,933,483
Total Golf Fund	<u>\$5,933,483</u>

Light & Power Fund

Operating Total	171,342,483
Capital	

2023 - GIWH Installations	1,215,000
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Art in Public Places	14,000
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Back Lot to Front Lot - Parent	400,000
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CMMS–Maintenance Management	375,000
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Dist. System Impr. & Replace.	500,000
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Distribution Automation-Parent	200,000
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Service Center - L&P Parent	1,565,000
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Streetlights - Parent	1,106,866
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Substation Cap Prj - Parent	1,300,000
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System Relocations - Parent	400,000
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Transformers - Parent	2,000,000
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Capital Total	<u>9,075,866</u>
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Total Light & Power Fund	<u>\$180,418,349</u>
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Stormwater Fund

Operating Total	16,587,841
Capital	

Art in Public Places	24,000
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Cured in Place Pipe	200,000
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Developer Repays	900,000
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Master Planning	200,000
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Stormwater Basin Improvements	2,750,000
Stream Rehabilitation Program	1,400,000
SW Land Acquisition	300,000
Utility Service Center Phase 2	150,000
Capital Total	<u>5,924,000</u>
Total Stormwater Fund	<u>\$22,511,841</u>

Wastewater Fund

Operating Total	23,450,973
Capital	

Combined One Water Laboratory	2,250,000
Art in Public Places	58,400
DWRF Sidestream Phosphorus Removal Phase 2 - Design	1,000,000
DWRF Preliminary Treatment Preliminary Design	2,000,000
Collection Sys Replace Pgm	1,750,000
Developer Repayments	200,000
Operational Technology	390,000
PARENT-Collect Small Projects	1,750,000
PARENT-Polu Control Cap Repla	90,000
PARENT-Serv Center Improvemnts	150,000
PARENT-Water Recl Replcmt Prgm	1,000,000

Capital Total	<u>10,638,400</u>
Total Wastewater Fund	<u>\$34,089,373</u>

Water Fund

Operating Total	31,708,714
Capital	

Water - College Avenue Water Main replacement	1,000,000
Art in Public Places	53,000
Combined One Water Laboratory	2,250,000
Distribution Sys Replac	2,500,000
Galvanized Service Repl	1,000,000
Operational Technology	200,000
PARENT-Cathodic Protection	700,000
PARENT-Distro Small Projects	2,150,000
PARENT-Service Cntr Improv'm't	150,000
PARENT-Water Qual Cap Replace	100,000
PARENT-Water Supply Developm't	500,000
PARENT-Watershed Protection	200,000
PARENT-Wtr Meter Replacement	350,000
Capital Total	<u>11,153,000</u>
Total Water Fund	<u>\$42,861,714</u>
TOTAL ENTERPRISE FUNDS	<u>\$310,923,143</u>
INTERNAL SERVICE FUNDS	
Benefits Fund	43,048,403
Data & Communications Fund	13,442,676
Equipment Fund	17,029,534
Self Insurance Fund	9,487,197
Utility CS&A Fund	24,586,445
TOTAL INTERNAL SERVICE FUNDS	<u>\$107,594,255</u>
TOTAL CITY FUNDS	<u>\$893,553,000</u>

These funds are included in the Total City Budget, but adopted on separate Ordinances:

Downtown Development Authority (including debt service funds)	31,622,757
General Improvement District 1	319,731
General Improvement District #15 Skyview	1,000
URA Operating & Debt Service Funds	5,185,096
	<u>\$37,128,584</u>
GRAND TOTAL	<u><u>\$930,681,584</u></u>

Section 3. Mill Levy.

a. The mill levy rate for the taxation upon each dollar of the assessed valuation of all the taxable real property within the City of Fort Collins shall be 9.797 mills to be imposed on the assessed value of such property as set by state law for property taxes payable in 2025, which levy represents the amount of taxes for City purposes necessary to provide for payment during the 2025 budget year of all properly authorized expenditures to be incurred by the City, including interest and principal of general obligation bonds.

b. The City Clerk shall certify this levy of 9.797 mills to the County Assessor and the Board of Commissioners of Larimer County, Colorado, in accordance with the applicable provisions of law, as required by Article V, Section 5 of the City Charter and no later than December 15, 2024.

Introduced, considered favorably on first reading on November 4, 2024, and approved on second reading for final passage on November 19, 2024.

Mayor

ATTEST:

City Clerk

Effective Date: November 29, 2024
Approving Attorney: Jenny Lopez Filkins

Modifications from the 2025-2026 City Manager's Recommended Budget

Note - Offers listed below are in the same order as presented in the work session on October 8

Outcome	Offer Number and Title	Funding Source(s)	Changes Made from Recommended Budget	Ongoing Costs		One-Time Costs	
				2025	2026	2025	2026
C&R	58.6 - Golf Facility Assets	Golf Fund Reserves	Included for funding in 1st Reading			\$929,180	\$248,540
C&R	26.16 - Access Funds for Low-Income Community Residents	Cultural Services Fund Reserves	Included for funding in 1st Reading at a scaled amount of \$75k per yr.	\$75,000	\$75,000		
HPG	16.16 - Operation Services: 1.0 FTE - Real Estate	General Fund - Facilities Work for Others	Included for funding in 1st Reading	\$75,736	\$91,427		
HPG	16.19 - Operation Services: 1.0 FTE - HVAC Technician	General Fund - Facilities Work for Others	Included for funding in 1st Reading	\$130,060	\$84,446		
SAFE	29.20 - Police Colorado Regional Information Sharing Project [CRISP] - REHOST	General Fund Ongoing Revenue for \$667k (The balance of the offer is funded by partner orgs.)	Included for funding in 1st Reading			\$2,000,000	
SAFE	16.14 - Police Services HVAC	General Fund Reserves	Offer still funded, but amount reduced to \$2.5M to align with updated anticipated costs			(\$4,000,000)	
NCV	18.8 - CDNS: Eviction Legal Fund - formerly ARPA funded	General Fund Reserves	Included for funding in 1st Reading	\$220,000	\$220,000		
NCV	18.9 - CDNS: Immigration Legal Fund	General Fund Reserves	Included for funding in 1st Reading	\$220,000	\$220,000		
NCV	44.2 – Affordable Housing Capital Fund	Community Capital Improvement Fund (shift to Offer 44.10)	Offer still funded, but at amount reduced from from \$500k to \$100k in 2025 to fund Offer 44.10. 2026 is \$0 due to the expiration of the 0.25 cent tax.			(\$400,000)	
NCV	44.10 - Affordable Housing Fee Relief	Community Capital Improvement Fund (shift from Offer 44.2)	Included for funding in 1st Reading. This budget is intended to be non-lapsing with the targeted intent of \$200k per year			\$400,000	
SAFE	62.4 - Municipal Court: Judicial Services	General Fund Reserves	Included for funding in 1st Reading	\$34,906	\$36,129		
HPG	11.5 - CPIO: Expanded Communication Methods - formerly ARPA funded	General Fund Reserves	Included for funding in 1st Reading			\$100,000	\$100,000

Outcome	Offer Number and Title	Funding Source(s)	Changes Made from Recommended Budget	Ongoing Costs		One-Time Costs	
				2025	2026	2025	2026
HPG	16.9 - Fleet Vehicle and Equipment New Replacements	General Fund Reserves	Offer still funded, but at increased amount of \$1.2M for total funding of \$2.2M	\$400,000	\$1,800,000		
T&M	19.8 - FC Asphalt Art Program	- Broadband Fund APP @ \$53k per year and - General Fund Reserves @ \$9.5k per year	Included for funding in 1st Reading at scaled amount for 2 installations per year instead of 4			\$62,500	\$62,500
T&M	21.9 - PDT Active Modes Facility Maintenance	Transportation Fund Reserves	Included for funding in 1st Reading at a scaled down amount that excluded streetsweeping	\$189,233	\$193,964	\$68,000	
T&M	65.21 - Transfort Sunday and Holiday Service	- 2050 Tax Ongoing: Transit	Included for funding in 1st Reading at \$300k starting in 2026	\$0	\$300,000		
T&M	65.22 - Transfort: 4.0 FTE - Additional Transit Security Officers	- 2050 Tax Ongoing: Transit	Offer still funded, but at amount reduced from 7.0 FTE to 4.0 FTE in 2026 (to pay most of Offer 65.21)	\$0	(\$253,485)		
T&M	19.11 - Adaptive Program Specialist for Safe Routes to School and FC Moves	Transportation Fund Reserves	Included for funding in 1st Reading	\$28,639	\$29,928		

Potential amendments for additional offer changes for First Reading of the 2025-2026 Budget

Outcome	Offer Number and Title*	Funding Source(s)	Changes Made from Recommended Budget	One-Time Costs	
				2025	2026
SAFE	10.3 – Cybersecurity Enhancement: Virtual CISO and Endpoint Management Modernization	Same funding for both years: - General Fund = \$135,000 - Transportation Fund = \$10,000 - Broadband Fund = \$20,000 - Light and Power Fund = \$28,050 - Water Fund = \$26,350 - Wastewater Fund = \$19,550 - Stormwater Fund = \$11,050	If amendment passes, this offer will be Included for funding	\$250,000	\$250,000
ENV	72.1 - Poudre Flows Design and Permitting	2025 Funding: - General Fund = \$180,000 - Water Fund = \$185,000 - Natural Areas Fund = \$185,000 2026 Funding: - General Fund = \$100,000 - Water Fund = \$100,000 - Natural Areas Fund = \$100,000	If amendment passes, this offer will be Included for funding	\$550,000	\$300,000

* See below for updated offer summaries, if applicable

Offer 10.3 – Cybersecurity Enhancement: Virtual CISO and Endpoint Management Modernization (2025 = \$250,000 and 2026 = \$250,000)

This offer proposes funding to advance cybersecurity capabilities within the City of Fort Collins, with a streamlined focus on establishing a Virtual Chief Information Security Officer (vCISO) role and enhancing Endpoint Management, including critical updates to Patch and Vulnerability Management systems. The requested \$250,000 per year will support these essential cybersecurity improvements, adding to the protection of city data and infrastructure from increasing cyber threats. This investment builds on the momentum initiated through previous ARPA-funded efforts, aligning with federal cybersecurity standards and bolstering the city's resilience against threats.

Summary of Key Components

- Virtual Chief Information Security Officer (vCISO): A contracted cybersecurity leadership role focused on guiding the city's strategic cybersecurity initiatives, maintaining compliance with cybersecurity standards, and managing cybersecurity risk.
- Endpoint Management Modernization: Improve tools and processes to add to the security of city-managed devices, with a primary emphasis on:
- Patch Management: Proactive identification, testing, and deployment of security patches across systems to reduce vulnerabilities.
- Vulnerability Management: Comprehensive risk assessment to identify and address potential vulnerabilities within the city's IT infrastructure.

The increasing sophistication and frequency of cyber threats necessitate strong cybersecurity leadership and infrastructure. By funding a Virtual CISO and advancing Endpoint Management, the city will strengthen its cybersecurity posture while optimizing resources in a cost-effective manner. These updates not only protect against data breaches and disruptions but also maintain compliance with insurance requirements and federal cybersecurity standards. The continuation of ARPA-funded cybersecurity initiatives ensures that Fort Collins is equipped with an adaptive, resilient security framework that evolves with emerging threats.

Offer 72.1 - Poudre Flows Design and Permitting (2025 = \$550,000 and 2026 = \$300,000)

This offer supports the health of the Cache la Poudre River (Poudre River), a cherished landmark and gathering point for Fort Collins community members. Annually, stretches of the Poudre River dry up due to the overallocation of water shares to support municipal, agricultural and industrial uses. Through the launch of the Poudre Flows Project (PFP), regional partners, including Fort Collins, will dedicate water rights to alleviate dry-up conditions and flow depletions on the Poudre River. These water rights will be used to protect instream flows while enhancing river health, water quality and recreation.

To implement the PFP, existing diversion structures must be upgraded. This offer supports design and permitting costs to upgrade the Arthur Diversion structure located downstream of North Taft Hill Road. This project will be designed to allow for bypass flow and measurement, meeting the legal requirements to provide protected instream flows. Additionally, the design will support fish passage and safety upgrades to the structure to support community priorities for and use of the Poudre.

By providing instream, protected flows contributed by regional municipal water providers and improving river health across a 52 mile stretch of the Poudre River, the PFP aligns with and supports City Council's priority to ensure a resilient and healthy Poudre River. The flows provided by the City will replenish a 10 mile reach of the urban Poudre River as it flows through the heart of Fort Collins. The PFP provides critical flows that protect Utilities' commitment to provide high quality water systems for the community. This project also benefits fish and riparian habitat, supporting the Natural Areas Department's goal to protect and improve ecosystem health, while enhancing recreation opportunities in a reach that experiences some of the lowest flows of the Poudre River. Finally, it supports Fort Collins' commitment to a regional effort to improve Poudre River health.

1ST Reading of the 2025-2026 Budget

City Council Meeting

November 4, 2024



2024 Council Meetings on the 2025-2026 Budget

September 10 Work Session

- Economic Health
- Environmental Health
- Neighborhood and Community Vitality
- Safe Community

September 17 Council Meeting

- Budget Public Hearing #1 of 2

September 24 Work Session

- Culture and Recreation
- Transportation and Mobility
- High Performing Government

October 1 Council Meeting

- Budget Public Hearing #2 of 2

October 8 Work Session

- General Discussion – Final Council Direction

November 4 Council Meeting - *Monday*

- First Reading

November 19 Council Meeting

- Second Reading

→ We are here



Fort Collins promotes a healthy, sustainable economy reflecting community values



Ongoing Programs and Services

- Connexion (Broadband High-speed Internet)
- Convention and Visitor Services
- Downtown Holiday Lighting
- Downtown Parks, Landscaping and Maintenance
 - including dedicated Downtown Development Authority (DDA) support
- Business Support
- Electric Utility Purchased Power and Operations
- Northern Colorado Regional Airport
- Urban Renewal Authority

- 43.5 Economic Health: Multicultural Business and Entrepreneurship Center including Staffing (previously ARPA funded)**
- 8.7 / 8.8 Connexion - Field Sales Representative Staffing**
- 8.19 Connexion - Customer Service Representative Staffing**
- 15.11 Light & Power - AEDs and Tools**
- 15.12 Light & Power - GIS & Electrical System Study Consultation**
- 15.17 Light & Power - Substation access control and security technology upgrades**



Fort Collins provides a high-quality built environment, supports connected neighborhoods, seeks to advance equity and affordability, and fosters the social health of the community



Ongoing Programs and Services

Affordable Housing and Human Services Program

Code Enforcement

Conflict Transformation Works

Construction and Building Permits

Equity and Inclusion

Graffiti Abatement Program

Homelessness Support

Larimer Humane Society Services

Low-income, Senior and Disabled Rebate programs

Neighborhood Services

- 18.5 Rental Housing Program and other code compliance**
- 18.13 Mini-Grant Expansion to Address the Climate/Housing Nexus in Affordable Housing Units**
- 44.2 Affordable Housing Capital Fund (CCIP)**
- 44.6 Grocery Tax Rebate Program Balance-and-Growth**
- 44.14 Homelessness Core & Homelessness Priorities (previous partial funding from ARPA)**

Additional offers included in 1st Reading based on Council work sessions:

- Fund Offer 18.8 - CDNS: Eviction Legal Fund - formerly ARPA funded**
- Fund Offer 18.9 - CDNS: Immigration Legal Fund**
- Fund Offer 44.10 – Affordable Housing Fee Relief (using portion of Offer 44.2)**



Fort Collins promotes, protects and enhances a healthy and sustainable environment

Ongoing Programs and Services



Climate Commitment

Conservation of Water and Electricity

Environmental Services Department

Indoor and Outdoor Air Quality

Waste Reduction and Recycling (Timberline Recycling Center)

Wastewater Utility Services

Water Utility Services

- 7.25 Light & Power - Epic Loan Program Funding**
- 7.31 Water/Wastewater/Stormwater - CLPR Water Quality Network**
- 37.10 Natural Areas - Ecological Stewardship Position Staffing**
- 37.11 Natural Areas - Environmental Planner Staffing, Cultural and Historic Resources Management Planning**
- 38.2 Nature in the City (CCIP)**
- 42.4 Air Quality Monitoring Fund continuation**
- 42.6 Environmental Services - Healthy Homes Navigator Staffing and Funding for Direct Household Support**
- 42.8 Environmental Services – Staffing for Accelerating Our Climate Future Through Community and Municipal Innovation**



Ongoing Programs and Services

911 Dispatch and Police Records

Community Policing, including patrol and K9 Unit

Cybersecurity and Protecting Customer Information

Emergency Prevention and Response

Fire Protection and Prevention

Municipal Court

Natural Areas Rangers

Stormwater Utility Services

West Nile Virus Program



Fort Collins provides a safe place to live, work, learn and play

- 5.24 Stormwater - Fossil Creek Stream Rehab Trilby to Lemay**
- 5.37 Water - Water Supply Acquisitions**
- 5.38 Combined One Water Laboratory – Site Acquisition and Design**
- 10.4 Network Firewall Protection Lifecycle Replacement**
- 29.26 Police staffing, including officers for the HOPE Team (Homeless Outreach & Proactive Engagement)**
- 29.28 Police: Emergency Services Dispatcher Staffing**
- 62.5 Municipal Court: RTC Program and Competency Evaluations**
- 64.4 Natural Areas: Ranger Staffing**

Additional offers included in 1st Reading based on Council work sessions:

- Fund Offer 29.20 - Police Colorado Regional Information Sharing Project [CRISP]**
- Fund Offer 62.4 - Municipal Court: Judicial Services**



Fort Collins provides and maximizes access to diverse cultural and recreational amenities

Ongoing Programs and Services



Adaptive Recreation

Art in Public Places

Carnegie Center for Creativity

Fort Collins Museum of Discovery

Gardens on Spring Creek

Golf

Lincoln Center

Parks and Trails

Recreational Programs, Centers and Pools

**- EPIC, Mulberry Pool, Senior Center, Northside
Aztlan Center, Foothills Activity Center, Club Tic**

- 26.14 Contractual Staffing - Cultural Community Programs (previously ARPA)**
- 46.5 Recreation: Universal Preschool Staffing**
- 46.8 Recreation: Behavioral Support Specialist Staffing**
- 46.10 Recreation: Southeast Community Center (CCIP)**
- 54.8 Parks – Staffing for Operational Resources for Recent Park and Trail Expansions**
- 54.12 Parks and Recreation Infrastructure Replacement Projects**
- 60.1 Continued Recreational Trail Development**
- 60.2 & 3 Continued development of Neighborhood and Community Parks**

Additional offers included in 1st Reading based on Council work sessions:

- Fund Offer 26.16 - Access Funds for Low-Income Community Residents**
- Fund Offer 58.6 - Golf Facility Assets**



Fort Collins provides a transportation system that moves people and goods safely and efficiently while being accessible, reliable and convenient

Ongoing Programs and Services



Transfort including Dial-A-Ride and MAX Services

FC Moves and Multimodal Transportation

Parking Services

Road Construction and Capital Projects

Safe Routes to Everywhere / School Crossing Guards

Sidewalk and Other Mobility Improvements

Snow and Ice Removal

Street and Bridge Maintenance

Street Sweeping

Traffic Operations

- 19.5 Bicycle Infrastructure (CCIP)**
- 20.4 Arterial Intersections (CCIP)**
- 20.5 Pedestrian Sidewalk – ADA (CCIP)**
- 53.10 Neighborhood Transportation Safety: Enhanced**
- 65.3 Continuation of Poudre Express Regional Transit Service Partnership**
- 65.6 ADA Bus Stop Improvements (CCIP)**
- 65.19 Transfort Bus Fleet Replacement (CCIP)**
- 65.20 Transfort Routes 11/12**
- 65.22 Transfort: Additional Transit Security Officers & Mental Health Collaboration Staffing**
- 66.3 & 9 Preventative Maintenance and Repairs for both Civic Center Parking Structure and Old Town Parking Structure**

Additional offers included in 1st Reading based on Council work sessions:

- **Fund Offer 19.8 - FC Asphalt Art Program**
- **Fund Offer 19.11 - Adaptive Program Specialist for Safe Routes to School and FC Moves**
- **Fund Offer 21.9 - PDT Active Modes Facility Maintenance**
- **Fund Offer 65.21 - Transfort Sunday and Holiday Service**



Fort Collins exemplifies an efficient, innovative, transparent, effective and collaborative city government



Ongoing Programs and Services

City Council and Elections

City Vehicles and Buildings

Employment Services

FCTV, Communications and Public Engagement

Legal Services

Licenses for businesses and Sales Tax Collection

Purchasing of Equipment and Services

Special Events and Volunteer Coordination

Utility Customer Service

- 3.8 Artificial Intelligence Framework for Governance, Equity, and Transparency**
- 4.23 One Water Action Framework**
- 11.7 Digital Experience Implementation Support**
- 48.6 City Manager's Office - Comprehensive Community, Business, and Employee Feedback Management System**
- 48.10 City Manager's Office - Customer Experience**
- 75.1 Community Services - Youth Advisory Board**

Additional offers included in 1st Reading based on Council work sessions:

- Fund Offer 11.5 - CPIO: Expanded Communication Methods (previously ARPA)**
- Fund Offer 16.16 - Operation Services: 1.0 FTE - Real Estate**
- Fund Offer 16.19 - Operation Services: 1.0 FTE - HVAC Technician**

Summary of Modifications for 1st Reading

Additional Offers Included for Funding on 1st Reading

Note - Offers listed below are in the same order as presented in the work session on October 8

Outcome	Offer Number and Title	Funding Source(s)	Changes Made from Recommended Budget	Ongoing Costs		One-Time Costs	
				2025	2026	2025	2026
C&R	58.6 - Golf Facility Assets	Golf Fund Reserves	Included for funding in 1st Reading			\$929,180	\$248,540
C&R	26.16 - Access Funds for Low-Income Community Residents	Cultural Services Fund Reserves	Included for funding in 1st Reading at a scaled amount of \$75k per yr.	\$75,000	\$75,000		
HPG	16.16 - Operation Services: 1.0 FTE - Real Estate	General Fund - Facilities Work for Others	Included for funding in 1st Reading	\$75,736	\$91,427		
HPG	16.19 - Operation Services: 1.0 FTE - HVAC Technician	General Fund - Facilities Work for Others	Included for funding in 1st Reading	\$130,060	\$84,446		
SAFE	29.20 - Police Colorado Regional Information Sharing Project [CRISP] REHOST	General Fund Ongoing Revenue for \$667k (The balance of the offer is funded by partner orgs.)	Included for funding in 1st Reading			\$2,000,000	
SAFE	16.14 - Police Services HVAC	General Fund Reserves	Offer still funded, but amount reduced to \$2.5M to align with updated anticipated costs			(\$4,000,000)	

Additional Offers Included for Funding on 1st Reading

Outcome	Offer Number and Title	Funding Source(s)	Changes Made from Recommended Budget	Ongoing Costs		One-Time Costs	
				2025	2026	2025	2026
NCV	18.8 - CDNS: Eviction Legal Fund - formerly ARPA funded	General Fund Reserves	Included for funding in 1st Reading	\$220,000	\$220,000		
NCV	18.9 - CDNS: Immigration Legal Fund	General Fund Reserves	Included for funding in 1st Reading	\$220,000	\$220,000		
NCV	44.2 – Affordable Housing Capital Fund	Community Capital Improvement Fund (shift to Offer 44.10)	Offer still funded, but at amount reduced from from \$500k to \$100k in 2025 to fund Offer 44.10. 2026 is \$0 due to the expiration of the 0.25 cent tax.			(\$400,000)	
NCV	44.10 - Affordable Housing Fee Relief	Community Capital Improvement Fund (shift from Offer 44.2)	Included for funding in 1st Reading. This budget is intended to be non-lapsing with the targeted intent of \$200k per year			\$400,000	
SAFE	62.4 - Municipal Court: Judicial Services	General Fund Reserves	Included for funding in 1st Reading	\$34,906	\$36,129		
HPG	11.5 - CPIO: Expanded Communication Methods - formerly ARPA funded	General Fund Reserves	Included for funding in 1st Reading			\$100,000	\$100,000

Additional Offers Included for Funding on 1st Reading

Outcome	Offer Number and Title	Funding Source(s)	Changes Made from Recommended Budget	Ongoing Costs		One-Time Costs	
				2025	2026	2025	2026
HPG	16.9 - Fleet Vehicle and Equipment New Replacements	General Fund Reserves	Offer still funded, but at increased amount of \$1.2M for total funding of \$2.2M	\$400,000	\$1,800,000		
T&M	19.8 - FC Asphalt Art Program	- Broadband Fund APP @ \$53k per year and - General Fund Reserves @ \$9.5k per year	Included for funding in 1st Reading at scaled amount for 2 installations per year instead of 4			\$62,500	\$62,500
T&M	21.9 - PDT Active Modes Facility Maintenance	Transportation Fund Reserves	Included for funding in 1st Reading at a scaled down amount that excluded streetsweeping	\$189,233	\$193,964	\$68,000	
T&M	65.21 - Transfort Sunday and Holiday Service	- 2050 Tax Ongoing: Transit	Included for funding in 1st Reading at \$300k starting in 2026	\$0	\$300,000		
T&M	65.22 - Transfort: 4.0 FTE - Additional Transit Security Officers	- 2050 Tax Ongoing: Transit	Offer still funded, but at amount reduced from 7.0 FTE to 4.0 FTE in 2026 (to pay most of Offer 65.21)	\$0	(\$253,485)		
T&M	19.11 - Adaptive Program Specialist for Safe Routes to School and FC Moves	Transportation Fund Reserves	Included for funding in 1st Reading	\$28,639	\$29,928		

Additional Offers for Council Consideration

1. Offer 10.3 – Cybersecurity Enhancement: Virtual CISO and Endpoint Management Modernization

2025 Expense = \$250,000

2025 Funding:

General Fund = \$135,000
Transportation Fund = \$10,000
Broadband Fund = \$20,000
Light and Power Fund = \$28,050
Water Fund = \$26,350
Wastewater Fund = \$19,550
Stormwater Fund = \$11,050

2026 Expense = \$250,000

2026 Funding: (same as 2025)

General Fund = \$135,000
Transportation Fund = \$10,000
Broadband Fund = \$20,000
Light and Power Fund = \$28,050
Water Fund = \$26,350
Wastewater Fund = \$19,550
Stormwater Fund = \$11,050

2. Offer 72.1 - Poudre Flows Design and Permitting

2025 Expense = \$550,000

2025 Funding:

General Fund = \$180,000

Water Fund = \$185,000

Natural Areas Fund = \$185,000

2026 Expense = \$300,000

2026 Funding:

General Fund = \$100,000

Water Fund = \$100,000

Natural Areas Fund = \$100,000

Thank you!

File Attachments for Item:

27. Items Relating to 2025 Utility Rates and Programs.

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

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

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

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

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

The purpose of this item is to propose 2025 Utility Rates for Council consideration, which align with the 2025 City Manager's Recommended Budget. Monthly utility rates are proposed to increase 6.5% for electric customers, 7% for water customers, 6% for wastewater customers, and 6% for stormwater customers. Two utility programs are proposed to be eliminated at the end of 2024, including the Renewable Energy Source (Green Energy) Program and the Medical Assistance Program (MAP).

November 4, 2024



AGENDA ITEM SUMMARY

City Council

STAFF

Randy Reuscher, Lead Analyst, Utility Rates
Phil Ladd, Utilities Manager, FP&A

SUBJECT

Items Relating to 2025 Utility Rates and Programs.

EXECUTIVE SUMMARY

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

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

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

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

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STAFF RECOMMENDATION





Staff recommend adoption of the Ordinances on First Reading.

BACKGROUND / DISCUSSION

Proposed Changes to Monthly Utility Rates

The revenues needed to support the ongoing operation and maintenance costs of providing each of the four essential services to customers are collected through monthly utility rates. As costs change over time, it is necessary to adjust rates to reflect those changes. Long-term financial planning is important to ensure revenues are adequate and reserves are available to maintain and replace infrastructure in a timely fashion, and to continue to provide high quality and reliable services to our customers. Frequent review and updating of the cost-of-service allocation models behind the monthly utility rates maintains equity across rate classes and helps to reduce the impacts on customers of higher utility rates by providing gradual, modest rate adjustments over time rather than less frequent and larger rate adjustments. These actions help ensure the delivery of current and future utility services occurs in a fiscally responsible manner, balancing both costs and levels of service with affordability and prudent planning and investments.

A summary of the proposed rate increases for the four utility services are shown in the table below.

UTILITY		2025 PROPOSED INCREASE
	ELECTRIC	6.5%
	WATER	7%
	WASTEWATER	6%
	STORMWATER	6%

Electric

Staff are proposing a 6.5% retail rate increase for the electric fund in 2025. This increase is driven by a combination of an increase in wholesale electric expenses in 2025, as well as an increase to cover distribution operating and maintenance costs and investments in capital projects. Roughly two-thirds of costs incurred each year to provide electric service are attributable to wholesale expenses, while the other one-third is attributable to costs related to operating and maintaining the distribution system.

Staff have updated financial models to better understand future needs related to growing costs around operating and maintaining the distribution system, including the cost of capital projects. The outcome shows a need for a rate increase to cover future operating and maintenance costs and to continue to invest in updating the system for continued reliability and resiliency. The portion of the proposed 6.5% increase that is not applied to wholesale cost increases will be used to help fund distribution system needs. There are multiple capital projects necessary to meet future needs, some of which include feeder cable and transformer replacements, streetlighting upgrades, distribution automation, and demand response technology upgrades.

The current 10-Year Capital Improvement Plan (CIP) consists of ~\$360,000,000 of identified capital investments, which is nearly 3 times higher than in 2016. Capital projects related to the electric distribution

system include general system additions, substation improvements and expansion, transformers, cable and duct bank replacement, as well as technology enhancements and replacements.

Platte River Power Authority (PRPA) is planning to increase their wholesale blended rate (\$/MWh) by 6.3% in 2025. There is variability in how the increase is applied to individual component charges.

In 2023, the largest expense for the electric fund is wholesale power costs, while capital projects account for just under 10% of total electric fund expenses. The percentage of capital expense is expected to increase in the coming years and is a significant driver for future rate increases in the electric fund.

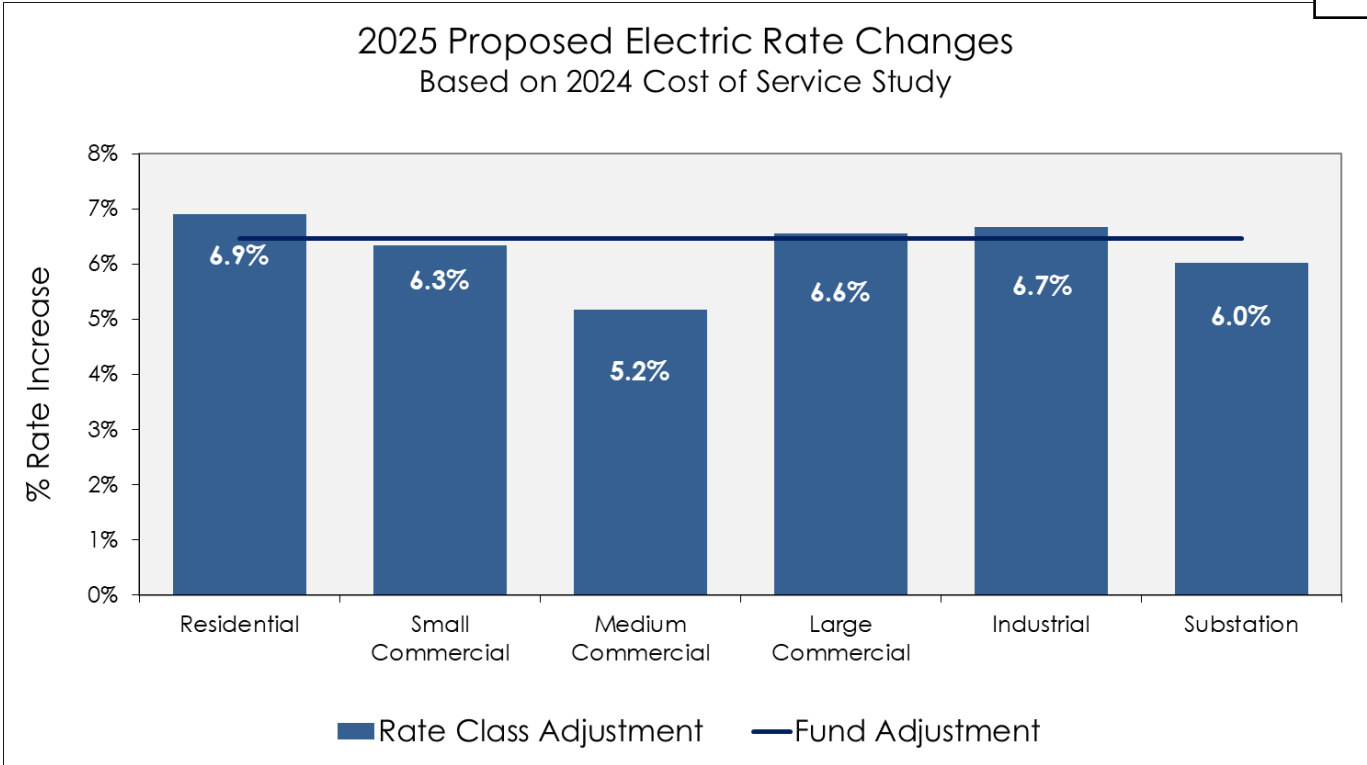
The long-term financial model has been updated for the electric fund. Given the projected rate pressures related to wholesale costs, capital projects and other increasing operational and maintenance costs, it may be necessary to implement rate increases as high as 7-8% in future years.

The current annual rate forecast for the electric fund through 2033 is shown below.

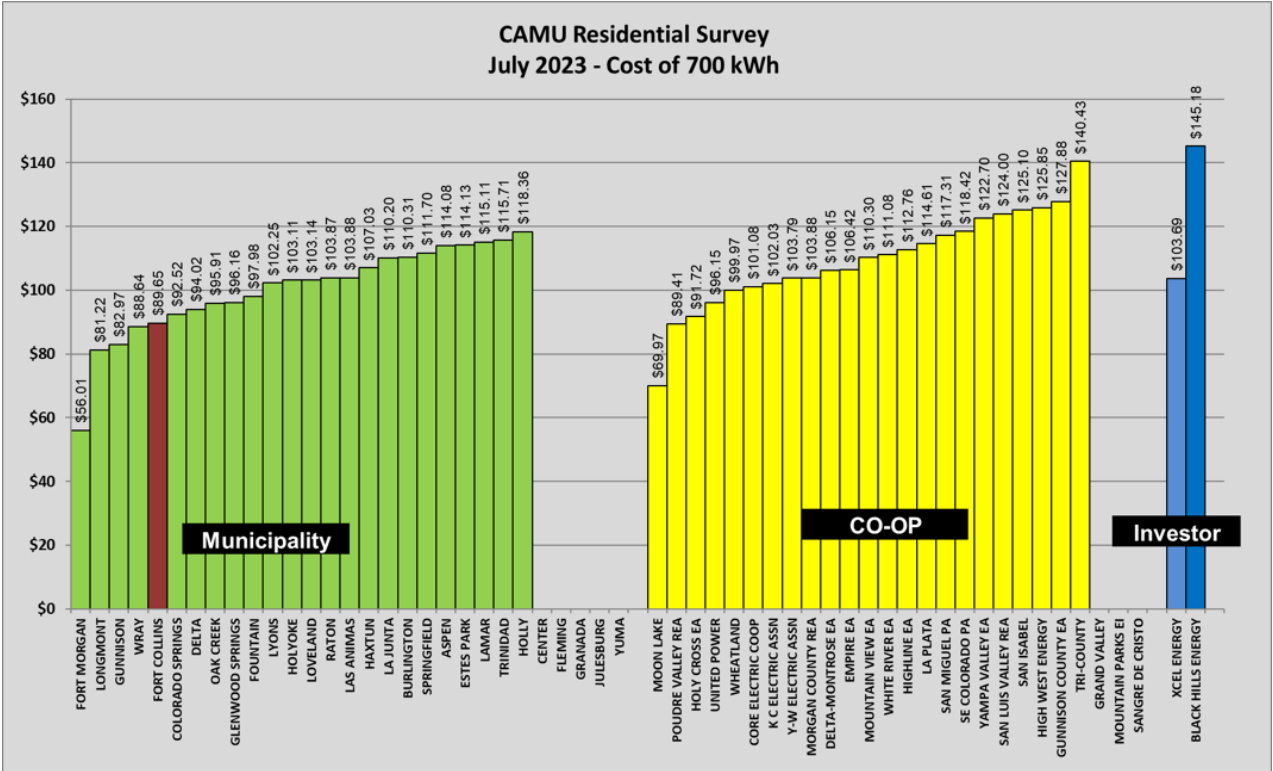
Utility Rate Forecast										
Fund	Actual 2024	Budget 2025	Budget 2026	Forecast 2027	Forecast 2028	Forecast 2029	Forecast 2030	Forecast 2031	Forecast 2032	Forecast 2033
Electric Fund	5%	6.5%	6%	5-8%	7-8%	7-8%	7-8%	3-5%	3-5%	3-5%

Frequent review and updating of the cost-of-service allocation models helps maintain equity across rate classes and helps to reduce the impacts on customers by providing gradual, modest rate adjustments over time rather than less frequent and larger rate adjustments. Every two years, staff updates the electric cost of service model, which accounts for changes in consumption, demands, costs, and load factors. These actions help ensure the delivery of current and future utility services occurs in a fiscally responsible manner, balancing both costs and levels of service with affordability and prudent planning and investments.

The updates proposed for each rate class for 2025 are shown in the graph below, which range from 5.2% to 6.9%, depending on the rate class. The dark horizontal line represents the average 6.5% increase for the electric fund. Given the frequency of these updates, there are generally relatively minor adjustments necessary. There are many factors that go into these updates, including how load factors change across rate classes, consumption increases or decreases, and average demand during coincident peak hours, which accounts for the wholesale demand cost allocation by rate class.



Fort Collins Utilities participates in the Colorado Association of Municipal Utilities (CAMU) survey each year. Below are the residential electric rate comparisons for the electric utilities in Colorado that responded to the survey. Fort Collins is shown in the maroon-colored bar within the graph. Based on the July 2023 survey, Fort Collins Utilities came in towards the lower end of average electric cost within the state, assuming 700 kWh of consumption in a month, at \$89.65, or 7th lowest overall.



Water

Staff is proposing a 7% retail rate increase for the water fund in 2025. There are numerous factors at play here, including decreased water revenue in 2023 due to above average rainfall that significantly lowered water consumption for the year. Additionally, due to the higher costs of materials and impacts to the cost of borrowing, the amount of interest paid on any revenue bonds needed in the coming decade for infrastructure investments will increase.

The Water CIP over the last 3 budget cycles has been increasing substantially. The current 10-Year CIP consists of \$438,000,000 of identified capital investments, including \$109,000,000 for water distribution system renewal, \$32,000,000 for water treatment renewal, \$28,000,000 for a new water quality lab and equipment, and an additional \$269,000,000 for water resource infrastructure, including the Halligan Water Supply Project.

In 2023, capital projects accounted for 30% of total water fund expenses. This percentage is expected to increase in the coming years and is a significant driver for future rate increases in the water fund.

The long-term financial model has been updated for the water fund. The current rate forecast for the water fund is shown below. Given rate pressures related to capital projects and other increasing operational and maintenance costs, it may be necessary to implement rate increases in the 7-10% range in future years, particularly if inflation and the cost of borrowing for debt service remain high, as seen in the last few years.

Utility Rate Forecast										
Fund	Actual 2024	Budget 2025	Budget 2026	Forecast 2027	Forecast 2028	Forecast 2029	Forecast 2030	Forecast 2031	Forecast 2032	Forecast 2033
Water Fund	4%	7%	9%	7-10%	7-10%	7-10%	7-10%	7-10%	7-10%	7-10%

Wastewater

Staff is proposing a 6% retail rate increase for the wastewater fund in 2025. There has been a trend in recent years of declining operating revenues for this utility. As this utility is not immune to the impacts of inflation on its operating costs, it is necessary to increase operating revenues through rate adjustments to offset these higher costs of providing this service to our community. Future rate increases will likely range between 6 – 8% each year based on current forecasts.

The Wastewater CIP over the last 3 budget cycles compared to the 2023 CIP has increased significantly, reflecting the impacts of some of the macro-economic challenges outlined above as well as updated planning and analysis. The growth of the number of projects in the CIP will require further consideration around how to fully resource these projects which could result in a more even distribution of capital required than what is shown in the chart below.

The current 10-year CIP consists of \$322,000,000 of identified capital investments, which consists of \$116,000,000 for renewal of the collection system, \$29,000,000 for a new pollution control lab and equipment, and \$177,000,000 for water reclamation infrastructure.

The current rate forecast for the wastewater fund is shown here:

Utility Rate Forecast										
Fund	Actual 2024	Budget 2025	Budget 2026	Forecast 2027	Forecast 2028	Forecast 2029	Forecast 2030	Forecast 2031	Forecast 2032	Forecast 2033
Wastewater Fund	4%	6%	8%	6-8%	6-8%	6-8%	6-8%	6-8%	6-8%	6-8%

Stormwater

Staff is proposing a 6% retail rate increase for the stormwater fund in 2025. Rate adjustments upwards of 8% may be necessary each year over the course of the next decade to fund just half of the proposed CIP.

The development of prioritized CIPs is necessary to ensure efficient use of capital to optimize the levels of service being provided to our community. The Stormwater CIP over the last 3 budget cycles compared to the 2023 CIP has increased substantially, reflecting the impacts of some of the macro-economic challenges outlined above as well as updated planning and analysis. The current 10-year CIP consists of \$239,000,000 of identified capital investments which consists of \$35,000,000 for stream rehabilitation investments and \$204,000,000 in flood control structures.

There was a recent need to issue \$40,000,000 in revenue bonds in 2023 for the Oak Street stormwater improvement project that increased debt service payments for this fund.

The current rate forecast for stormwater services is shown here:

Utility Rate Forecast										
Fund	Actual 2024	Budget 2025	Budget 2026	Forecast 2027	Forecast 2028	Forecast 2029	Forecast 2030	Forecast 2031	Forecast 2032	Forecast 2033
Wastewater Fund	3%	6%	6%	5-7%	3-5%	4-6%	4-6%	6-8%	6-8%	6-8%

The table below shows the impacts of the proposed rate change to the average residential monthly bill. Under the proposed rate changes, a residential customer’s total utility bill, for a customer receiving all four municipal utility services, would increase by 6.5%, or \$13.07 per month.

Fort Collins Utilities Comparative Residential Monthly Bill					
Utility	2024	2025	\$ Change	% Change	
Electric	\$ 88.42	\$ 94.17	\$ 5.75	6.5%	
Water	\$ 53.04	\$ 56.75	\$ 3.71	7.0%	
Wastewater	\$ 36.97	\$ 39.19	\$ 2.22	6.0%	
Stormwater	\$ 23.09	\$ 24.48	\$ 1.39	6.0%	
Total Average Bill	\$ 201.52	\$ 214.59	\$ 13.07	6.5%	

The table below compares typical residential electric, water, wastewater, and stormwater monthly utility bills across neighboring utilities along the Front Range, based on proposed 2025 rate adjustments and charges. In total, Fort Collins Utilities comes in the lowest at \$214.57 for all four services. With proposed increases for 2025, Fort Collins will remain the lowest overall, as there are known increases proposed amongst the other bordering utilities for 2025, with some of them being substantially higher than the percentage increases proposed for customers within our community.

2025 Residential Average Monthly Utility Bill					
Utility	Electric	Water	Wastewater	Stormwater	Total
	2025	2025	2025	2025	2025
Ft Collins	\$ 94.16	\$ 56.75	\$ 39.18	\$ 24.47	\$ 214.57
Longmont	\$ 88.01	\$ 72.99	\$ 41.33	\$ 16.70	\$ 219.04
Loveland	\$ 100.83	\$ 61.76	\$ 42.89	\$ 25.48	\$ 230.94
Colorado Springs	\$ 103.28	\$ 103.25	\$ 33.27	N/A	\$ 239.81
Greeley	\$ 100.81	\$ 77.91	\$ 38.57	\$ 35.36	\$ 252.66
Boulder	\$ 100.81	\$ 72.19	\$ 51.32	\$ 28.47	\$ 252.79

2025 Administrative and Program Changes

The following changes are recommended to align with the 2025 Utilities Rates and Fees update included in Chapter 26 of municipal code. The changes support simplifying the Utility rates and billing experience and reducing administrative burden.

Medical Assistance Program (MAP):

At the beginning of 2024, Utilities staff reviewed the Medical Assistance Program (MAP) and has decided to sunset the program and transfer program participants to the Income-Qualified Assistance Program’s (IQAP) reduced utility rate as it provided a greater benefit for the majority of participants.

Customers were informed of this change in June 2024 via a letter, and two information sessions were held for MAP participants to discuss this update in July 2024. All MAP customer accounts have since been updated to the IQAP electric, water, and/or wastewater reduced rates. Customers will be encouraged to apply for Low-Income Energy Assistance Program (“LEAP”) to continue to receive the reduced utility rate and receive the added benefit of heating assistance. A renewal application will be mailed to customers who do not apply for, or are ineligible for LEAP, post LEAP season to continue to receive the reduced utility rate through an alternate entry point.

Renewable Energy Source (Green Energy) Program:

Utilities is ending the Renewable Energy Source Program (known as the Green Energy Program), where subscribers can opt-in to purchase clean, renewable energy for an additional 1.6 cents per kilowatt-hour (kWh) on top of their normal electric utility bill. The change would result in simplified rate administration and better alignment with the Our Climate Future goals to bring 100% renewable electricity to all community members. Subscribing Utilities customers were notified in October 2024 of this change through direct mail to their account address.

Since its launch in 1998, the Green Energy Program has played a role in helping us increase the community's installed renewable energy capacity. At its inception, the program funded the 20-year purchase of electricity output from a single wind turbine. Over 25 years later Utilities collaborates with Platte

River Power Authority's resource planning team, to achieve renewable resources at scale, including a future portfolio with 600 MW of solar and 885 MW of wind.

Revenues from this rate have declined due to both participation and the \$/kWh rate since program inception. In 2023, revenues totaled \$184,951, or approximately 0.1% of Light & Power revenue.

CITY FINANCIAL IMPACTS

The 2025 City Manager's Recommended Budget includes these proposed increases in revenues available for the budget. The electric increase would offset increased wholesale costs for 2025, as well as contribute to increasing distribution system operating and maintenance and capital costs. The water, wastewater, and stormwater increases would contribute to operating and maintenance costs, as well as assist in funding future capital costs incorporated in the most recent capital plan update, including building reserves to assist with future debt issuances for large capital projects.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

Discussion of the proposed changes to the Utility water, wastewater, and stormwater rates, fees, and charges was discussed at the Water Commission's September 19, 2024, meeting, and supported unanimously. An excerpt of the Commission minutes is included as an attachment.

At its October 24, 2024, meeting, the Energy Board discussed the proposed changes to the Utility electric rates, fees, charges and programs and voted unanimously to support the 2025 proposed changes. An excerpt of the Energy Board minutes is included as an attachment.

PUBLIC OUTREACH

The required electric outside city limit postcard was mailed in early October and a notice was posted in the Coloradoan. Rates and fee presentations will be shared at the Business Accounts meeting for all commercial customer accounts on November 13, 2024. An annual rate brochure will go out to customers in late November or early December, along with updated information posted to the utility website.

ATTACHMENTS

1. Ordinance A for Consideration
2. Ordinance B for Consideration
3. Ordinance C for Consideration
4. Ordinance D for Consideration
5. Ordinance E for Consideration
6. Water Commission Minutes, September 19, 2024 (excerpt)
7. Presentation

ORDINANCE NO. 164, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING CHAPTER 26 OF THE CODE OF THE CITY OF
FORT COLLINS TO REVISE STORMWATER RATES, FEES, AND
CHARGES

A. The City Council is empowered and directed by City Charter Article XII, Section 6, by ordinance from time to time, to fix, establish, maintain and provide for the collection of such rates, fees or charges for utility services furnished by the City as will produce revenues sufficient to pay the costs, expenses, and other obligations as set forth therein.

B. The rates, fees or charges for utility services set forth herein are necessary to produce sufficient revenues to provide the utility services described herein.

C. The revenue from the rates, fees or charges for utility services set forth herein shall be used to defray the costs of providing such utility services as required by the Charter and the City Code.

D. Article VII, Chapter 26 of the City Code establishes the stormwater utility as a utility service furnished by and as an enterprise of the City.

E. City Council has adopted stormwater basin and citywide master plans recommending stormwater facilities necessary to provide for proper drainage and control of flood and surface waters within Fort Collins.

F. In 1998, City Council adopted Ordinance No. 168, 1998, determining that all lands within the city benefit by the installation of such stormwater facilities.

G. City Code Section 26-513 imposes stormwater utility fees on all parcels of land within the city to pay for the operation, maintenance, administration and routine functions of the existing and future City stormwater facilities established within the City.

H. City Code Section 26-514 sets forth the manner in which stormwater utility fees are to be determined.

I. This Ordinance increases the subject stormwater utility rates by six percent (6.0%).

J. Pursuant to City Code Section 26-511, the City Manager recommends the proposed stormwater utility fee for 2024.

K. Based on the foregoing, City Council desires to amend Chapter 26 of the City Code to adjust the scope and rate of the stormwater utility fee as set forth herein.

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

Section 1. Section 26-514(a)(3) of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 26-514. - Determination of stormwater utility fee.

(a) The stormwater utility fee shall be determined as set forth in this Section and shall be based upon the area of each lot or parcel of land and the runoff coefficient of the lot or parcel. For the purposes of this Section, the total lot or parcel area shall include both the actual square footage of the lot or parcel and the square footage of open space and common areas allocated to such lot as provided in Paragraph (4) of this Subsection. The stormwater utility fee shall recover the costs of both operations and maintenance and a portion of capital improvements. The Utilities Executive Director shall determine the rates that shall apply to each specific lot or parcel of land within the guidelines herein set forth and shall establish the utility fee in accordance with the rate together with the other factors set forth as follows:

...

(3) The base rate for the stormwater utility fee shall be ~~\$0.00481~~ **\$0.00510** per square foot per month for all areas of the City.

...

Section 2. The modifications set forth above shall be effective for all fees accruing on or after January 1, 2025.

Introduced, considered favorably on first reading on November 4, 2024, and approved on second reading for final passage on November 19, 2024.

Mayor

ATTEST:

City Clerk

Effective Date: November 29, 2024
Approving Attorney: Eric Potyondy

ORDINANCE NO. 165, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING CHAPTER 26 OF THE CODE OF THE CITY OF
FORT COLLINS TO REVISE WATER RATES, FEES, AND
CHARGES

A. The City Council is empowered and directed by City Charter Article XII, Section 6, by ordinance from time to time, to fix, establish, maintain and provide for the collection of such rates, fees or charges for utility services furnished by the City as will produce revenues sufficient to pay the costs, expenses, and other obligations as set forth therein.

B. The rates, fees or charges for utility services set forth herein are necessary to produce sufficient revenues to provide the utility services described herein.

C. The revenue from the rates, fees or charges for utility services set forth herein shall be used to defray the costs of providing such utility services as required by the Charter and the City Code.

D. Article III, Chapter 26 of the City Code establishes the water utility as a utility service furnished by and as an enterprise of the City.

E. City Code Sections 26-126 and 26-127 concern various water-related rates, fees, and charges.

F. City Code Section 26-118 requires that the City Manager analyze the operating and financial records of the utility during each calendar year and recommend to the City Council user rates or adjustments to be in effect for the following year.

G. The City Manager and City staff have recommended to the City Council adjustment of the water-related rates, fees, and charges as set forth herein to be effective January 1, 2025.

H. This Ordinance increases the subject water rates by seven percent (7%).

I. Based on the foregoing, City Council desires to amend Chapter 26 of the City Code to adjust the scope and rate of the water-related rates, fees, and charges as set forth herein.

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

Section 1. Section 26-126 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 26-126. - Schedule A, flat rates for unmetered construction water use.

For residential and nonresidential premises under construction with a planned meter size greater than one (1) inch, no flat unmetered water service will be provided. For residential and nonresidential premises under construction with a planned meter size of one (1) inch or less, the following flat rates will apply per month until the permanent meter is set: The use of construction water, pursuant to this Section, shall exclude the establishment of vegetation, landscape and other appurtenances.

Category	Component Charge	Billed Charge (with PILOT)
¾-inch construction service, flat charge per month	\$32.61 \$34.89	\$34.57 \$36.99
1-inch construction service, flat charge per month	\$62.18 \$66.53	\$65.91 \$70.52

Section 2. Section 26-127 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 26-127. - Schedule B, meter rates.

(a) *Residential rates.*

(1) Residential customers with one (1) dwelling unit shall pay the sum of the following changes:

Category	Component Charge	Billed Charge (with PILOT)
a. Base monthly charge for residential customers with one (1) dwelling unit	\$18.68 \$19.99	\$19.80 \$21.19
b. Quantity monthly charge for residential customers with one (1) dwelling unit (volumetric)		
Tier 1 - For the first seven thousand (7,000) gallons used per month, per one thousand (1,000) gallons	\$2.894 \$3.093	\$3.065 \$3.279
Tier 2 - For the next six thousand (6,000) gallons used per month, per one thousand (1,000) gallons	\$3.323 \$3.556	\$3.522 \$3.769
Tier 3 - For all additional gallons used per month, per one thousand (1,000) gallons	\$3.822 \$4.090	\$4.051 \$4.335
...

(2) Residential customers with two (2) dwelling units shall pay the sum of the following charges:

Category	Component Charge	Billed Charge (with PILOT)
a. Base monthly charge for residential customers with two (2) dwelling units	\$19.71 \$21.09	\$20.89 \$22.36
b. Quantity monthly charge for residential customers with two (2) dwelling units (volumetric)		
Tier 1 - For the first nine thousand (9,000) gallons used per month, per one thousand (1,000) gallons	\$2.502 \$2.677	\$2.653 \$2.838
Tier 2 - For the next four thousand (4,000) gallons used per month, per one thousand (1,000) gallons	\$2.877 \$3.078	\$3.050 \$3.263
Tier 3 - For all additional gallons used per month, per one thousand (1,000) gallons	\$3.340 \$3.542	\$3.509 \$3.754
...

(3) Residential customers with more than two (2) dwelling units shall pay the sum of the following charges:

Category	Component Charge	Billed Charge (with PILOT)
a. Base monthly charge for residential customers with more than two (2) dwelling units		
First dwelling unit	\$14.10 \$15.09	\$14.95 \$15.99
Second and each additional dwelling unit	\$4.70 \$5.03	\$4.98 \$5.33
b. Quantity monthly charge for residential customers with more than two (2) dwelling units (volumetric)		
Winter - per one thousand (1,000) gallons used in the winter season months of November through April	\$2.050 \$2.194	\$2.173 \$2.325
Summer - per one thousand (1,000) gallons used in the summer season months of May through October	\$2.563 \$2.742	\$2.717 \$2.907
The meter reading date shall generally determine the seasonal monthly quantity charge; however, no customer shall be billed more than six (6) full billing cycles at the summer quantity charge.		
...

(b) *Nonresidential rates.*

- (1) *Base charge.* Nonresidential, except for special users as described in Subsection 26-127(c) below, customers shall pay a base monthly charge based on meter size as follows:

<i>Meter Size (inches)</i>	<i>Monthly Base Charge</i>	<i>Billed Charge (with PILOT)</i>
3/4	\$16.67 \$17.84	\$17.67 \$18.91
1	\$46.54 \$49.80	\$49.33 \$52.79
1½	\$126.53 \$135.39	\$134.12 \$143.51
2	\$190.67 \$204.02	\$202.11 \$216.26
3	\$290.82 \$311.18	\$308.27 \$329.85
4	\$456.57 \$488.53	\$483.97 \$517.84
6	\$885.69 \$947.69	\$938.83 \$1,004.55
8	\$1564.66 \$1,674.19	\$1658.54 \$1,774.64

- (2) *Quantity charges.* Nonresidential customers shall pay monthly charges as follows:

<i>Category</i>	<i>Component Charge</i>	<i>Billed Charge (with PILOT)</i>
Winter - per one thousand (1,000) gallons used in the winter season months of November through April	\$2.320 \$2.482	\$2.459 \$2.631
Summer - per one thousand (1,000) gallons used in the summer season months of May through October	\$2.900 \$3.103	\$3.074 \$3.289
The meter reading date shall generally determine the seasonal monthly quantity charge; however, no customer shall be billed more than six (6) full billing cycles at the summer quantity charge.		

- (3) *Charges for excess use.* Nonresidential customers shall also pay monthly water use charges in excess of the amounts specified in the following table:

<i>Category</i>	<i>Component Charge</i>	<i>Billed Charge (with PILOT)</i>
Winter - per one thousand (1,000) gallons used in the winter season months of November through April	\$3.333 \$3.566	\$3.533 \$3.780

Summer - per one thousand (1,000) gallons used in the summer season months of May through October	\$4.169 \$4.461	\$4.419 \$4.728
The meter reading date shall generally determine the seasonal monthly quantity charge; however, no customer shall be billed more than six (6) full billing cycles at the summer quantity charge.		

...
 (c) *High volume industrial rates.* High volume industrial rates apply to any customer with an average daily demand in excess of two million (2,000,000) gallons per day. The specific rate for any qualifying customer shall be based upon the applicable peaking factor for that customer as follows:

Peaking Factor	Monthly Charge per Thousand Gallons	Billed Charge (with PILOT)
1.00—1.09	\$1.82 \$1.95	\$1.93 \$2.06
1.10—1.19	\$1.88 \$2.01	\$1.99 \$2.13
1.20—1.29	\$1.95 \$2.09	\$2.07 \$2.21
1.30—1.39	\$2.00 \$2.14	\$2.12 \$2.27
1.40—1.49	\$2.08 \$2.23	\$2.20 \$2.36
1.50—1.59	\$2.12 \$2.27	\$2.25 \$2.40
1.60—1.69	\$2.18 \$2.33	\$2.31 \$2.47
1.70—1.79	\$2.24 \$2.40	\$2.38 \$2.54
1.80—1.89	\$2.30 \$2.46	\$2.44 \$2.61
1.90—1.99	\$2.38 \$2.55	\$2.52 \$2.70
> 2.00	\$2.43 \$2.60	\$2.58 \$2.76

...
 Section 3. The rate modifications set forth above shall be effective for meter readings on or after January 1, 2025, and in the case of rates not based on meter readings, shall be effective for all rates paid on or after January 1, 2025.

Introduced, considered favorably on first reading on November 4, 2024, and approved on second reading for final passage on November 19, 2024.

Mayor

ATTEST:

City Clerk

Effective Date: November 29, 2024
Approving Attorney: Eric Potyondy

ORDINANCE NO. 166, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING CHAPTER 26 OF THE CODE OF THE CITY OF
FORT COLLINS TO REVISE WASTEWATER RATES, FEES, AND
CHARGES

A. The City Council is empowered and directed by City Charter Article XII, Section 6, by ordinance from time to time, to fix, establish, maintain and provide for the collection of such rates, fees or charges for utility services furnished by the City as will produce revenues sufficient to pay the costs, expenses, and other obligations as set forth therein.

B. The rates, fees or charges for utility services set forth herein are necessary to produce sufficient revenues to provide the utility services described herein.

C. The revenue from the rates, fees or charges for utility services set forth herein shall be used to defray the costs of providing such utility services as required by the Charter and the City Code.

D. Article IV, Chapter 26 of the City Code establishes the wastewater utility as a utility service furnished by and as an enterprise of the City.

E. City Code Sections 26-280 and 26-282 concern various wastewater-related rates, fees, and charges.

F. City Code Section 26-277 requires that the City Manager analyze the operating and financial records of the utility during each calendar year and recommend to the City Council user rates or adjustments to be in effect for the following year.

G. The City Manager and City staff have recommended to the City Council adjustment of the wastewater-related rates, fees, and charges as set forth herein to be effective January 1, 2025.

H. This Ordinance increases the subject wastewater rates by six percent (6%).

I. This Ordinance does not increase wastewater rates for the fund as a whole, although there are variations for individual customer rates classes based on recent cost-of-service model updates.

J. Based on the foregoing, City Council desires to amend Chapter 26 of the City Code to adjust the scope and rate of the wastewater-related rates, fees, and charges as set forth herein.

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

Section 1. Section 26-280 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 26-280. - Service charges established by category.

The schedule of rates for each category described in § 26-279 shall be as follows:

Category	Class of Customer	Rate	Component Charge	Billed Charge (with PILOT)
A	Single-family residential user (flat rate)	Per month	\$42.97 \$45.55	\$45.55 \$48.28
	Single-family residential user (metered water use)	1. Per month (base)	\$19.20 \$20.35	\$20.36 \$21.57
		2. Plus, per 1,000 gallons per month (volumetric)	\$3.73 \$3.955	\$3.954 \$4.192
	
		Note: 1. For single family customers who have not yet established a winter quarter water use at the service address, a system average of 4,000 gallons per month shall be billed. 2. After establishment of a winter quarter water use at the service address, the monthly amount billed shall be based on a minimum of 3,000 gallons per month.		
Duplex (two-family) residential users (flat rate)	1. Per month (base)	\$60.40 \$64.02	\$64.03 \$67.87	
	
	1. Per month (base)	\$22.36 \$23.70	\$23.71 \$25.12	

B	Duplex (two-family) residential users (metered water use)	2. Plus, per 1,000 gallons per month, to be calculated on a monthly basis (volumetric)	\$3.358 \$3.559	\$3.559 \$3.773
	
		<p>Note:</p> <p>1. For duplex customers who have not yet established a winter quarter water use at the service address, including new construction, a system average 6,200 gallons shall be billed. A change in ownership will continue to be billed on winter quarter average currently in effect.</p> <p>2. After establishment of a winter quarter use at the service address, the monthly amount billed shall be based on a minimum of 4,000 gallons per month.</p>		
C	Multi-family residential user (more than two dwelling units including mobile home parks) and winter quarter based nonresidential user	1. Base charge per month per dwelling unit served (base)	\$3.02 \$3.20	\$3.20 \$3.39
		2. Plus, per 1,000 gallons per month (volumetric)	\$3.840 \$4.070	\$4.071 \$4.315
	
		<p>Note:</p> <p>1. For multi-family customers who have not yet established a winter quarter water use at the service address, including new construction, a system average of 3,200 gallons per living unit shall be billed. A change in ownership will continue to be billed on winter quarter average currently in effect. However, Category D rates will apply to multi-family residential units under construction during the period of service from the installation of the water meter to the date the certificate of occupancy is issued.</p> <p>2. After establishment of a water quarter use at the service address, the monthly amount billed shall be per 1,000 gallons of winter quarter water use, calculated on a monthly basis.</p>		
D	Minor nonresidential user	1. Per 1,000 gallons of water use, measured sewage flow or winter quarter water use, whichever is applicable, to be	\$3.622 \$3.839	\$3.839 \$4.070

	calculated on a monthly basis, plus the following applicable base charge:		
	2. Size of water meter (inches)	Base charge	
	¾ or smaller	\$10.45 \$11.08	\$11.08 \$11.74
	1	\$24.12 \$25.57	\$25.57 \$27.10
	1½	\$48.55 \$51.46	\$51.46 \$54.55
	2	\$83.08 \$88.06	\$88.06 \$93.35
	3	\$132.75 \$140.72	\$140.72 \$149.16
	4	\$209.65 \$222.23	\$222.23 \$235.56
	6	\$919.04 \$974.18	\$974.19 \$1,032.63
	8	\$1061.17 \$1,124. 84	\$1124.84 \$1,192.3 3
	Note:		
	1. For minor nonresidential customers who have not yet established a winter quarter water use at the service address, a system average of 6,000 gallons per month shall be billed.		
	User shall pay an amount calculated to include:		
	1. Rate per 1,000 gallons of water use, measured wastewater flow or winter quarter water use per month, whichever is applicable;	\$3.622 \$3.839	\$3.839 \$4.070
	2. PLUS a surcharge per million gallons for each milligram per liter of suspended solids in excess of 235 milligrams per liter;	\$4.212 \$4.465	\$4.464 \$4.733

E and F	Intermediate nonresidential user and Significant industrial user	3. PLUS a surcharge based on the following criteria, whichever is applicable:		
		a. per million gallons for each milligram per liter of BOD in excess of 265 milligrams per liter; or	\$3.510 \$3.721	\$3.721 \$3.944
		b. per million gallons for each milligram per liter of COD in excess of 400 milligrams per liter; or	\$2.215 \$2.348	\$2.348 \$2.489
		c. per million gallons for each milligram per liter of TOC in excess of 130 milligrams per liter.	\$6.558 \$6.951	\$6.952 \$7.369
		The user shall pay the calculated amount based on 1, 2 and 3 above, plus the applicable base charge set forth below:		
		<i>Size of water meter (inches)</i>	<i>Base charge</i>	
		¾ or smaller	\$10.45 \$11.08	\$11.08 \$11.74
		1	\$24.12 \$25.57	\$25.57 \$27.10
		1½	\$48.55 \$51.46	\$51.46 \$54.55
		2	\$83.08 \$88.06	\$88.06 \$93.35
		3	\$132.75 \$140.72	\$140.72 \$149.16
		4	\$209.65 \$222.23	\$222.23 \$235.56
		6	\$919.04 \$974.18	\$974.19 \$1,032.63
8	\$1,061.17 \$1,124.84	\$1,124.84 \$1,192.33		

		<p>Note:</p> <p>1. For intermediate and significant nonindustrial customers who have not yet established a winter quarter water use at the service address, a system average of 6,000 gallons per month shall be billed.</p>	
G	User outside City limits	The rate for users outside the City limits shall be the same as for like service inside the City limits as is specified in Categories A—F and H in this Section.	
H	Special with agreement	The rate pursuant to a special wastewater services agreement approved by the City Council pursuant to § 26-290 shall be set forth in said agreement.	

Section 2. Section 26-282(a) of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 26-282. - Wastewater strength or industrial surcharges and categories established.

(a) A monthly wastewater strength surcharge shall be paid by customers located either inside or outside the City limits in accordance with the following schedule:

<i>Parameter</i>	<i>Excess over (mg/l)</i>	<i>Rate per thousand gallons</i>	<i>Billed Charge (with PILOT)</i>
BOD	355	\$0.003797 \$0.004025	\$0.004025 \$0.004266
COD	540	\$0.002496 \$0.002645	\$0.002645 \$0.002804
TOC	170	\$0.007929 \$0.008404	\$0.008404 \$0.008909
TSS	365	\$0.003821 \$0.004050	\$0.004050 \$0.004293

...

Section 3. The rate modifications set forth above shall be effective for meter readings on or after January 1, 2025, and in the case of rates and surcharges not based on meter readings, shall be effective for all rates and surcharges paid on or after January 1, 2025.

Introduced, considered favorably on first reading on November 4, 2024, and approved on second reading for final passage on November 19, 2024.

Mayor

ATTEST:

City Clerk

Effective Date: November 29, 2024
Approving Attorney: Eric Potyondy

ORDINANCE NO. 167, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING CHAPTER 26 OF THE CODE OF THE CITY OF
FORT COLLINS TO DISCONTINUE ELECTRIC RENEWABLE
ENERGY SOURCE PROGRAMS

A. The City Council is empowered and directed by City Charter Article XII, Section 6, by ordinance from time to time, to fix, establish, maintain and provide for the collection of such rates, fees or charges for utility services furnished by the City as will produce revenues sufficient to pay the costs, expenses, and other obligations as set forth therein.

B. The periodic adjustment of rates, fees and charges for utility services are necessary to produce sufficient revenues to defray the costs of providing utility services as required by the Charter and the City Code.

C. In 1998, Fort Collins Utilities began offering the Renewable Energy Source Program (the "Green Energy Program"), allowing subscribers to opt-in to purchase renewable energy for an additional cost on top of their monthly electric utility bill, subscriptions to which initially generated sufficient revenues to purchase up to 20-years' of electricity output from a single wind turbine.

D. In 2023, Utilities rate staff identified that declining subscriptions and fluctuation in the cost to kilowatts ratio during the life of the Green Energy Program had led to declining revenues, and staff determined ending the program would simplify rate administration for all ratepayers and better align with the City's "100% renewable electricity" goals.

E. The Energy Board considered the proposed discontinuation of the Green Energy Program and the associated impacts on electric rates at its October 24, 2024, regular meeting, and recommended approval of the program sunset to City Council.

F. Pursuant to Colorado Revised Statutes Section 40-3.5-104, Utilities staff posted public notice and directly mailed postcard notices of the recommended electric rate discontinuation to all customers living outside the City's corporate boundaries, at least 30 days prior to Council's consideration of this Ordinance.

G. Based on the foregoing, it is the desire of the City Council to amend Chapter 26 of the City Code to remove the renewable energy resource rates, fees and charges as set forth herein and cease offering the Green Energy Program.

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

Section 1. Section 26-464(e) of the Code of the City of Fort Collins is hereby deleted in its entirety and subsection 26-464(e) is hereby held in reserve.

Sec. 26-464. - Residential energy service, schedule R.

...

- (e) **Reserved.** ~~Renewable resource. Renewable energy resources, including, but not limited to, energy generated by the power of wind and solar, may be offered on a voluntary basis to customers at the premium per kilowatt hour set forth in this Subsection (e). The utility may establish and offer voluntary programs designed to increase and enhance the use of energy generated by renewable energy resources in support of Council-adopted policy applicable to the utility.~~

<i>Unit</i>	<i>Component Charge</i>	<i>Billed Charge (including PILOT)</i>
Per kWh	\$0.015	\$0.016

...

Section 2. Section 26-465(d) of the Code of the City of Fort Collins is hereby deleted in its entirety and subsection 26-465(d) is hereby held in reserve.

Sec. 26-465. - All-electric residential service, schedule RE.

...

- (d) **Reserved.** ~~Renewable resource. Renewable energy resources, including, but not limited to, energy generated by the power of wind and solar, may be offered on a voluntary basis to customers at the premium per kilowatt hour set forth in this Subsection (d). The utility may establish and offer voluntary programs designed to increase and enhance the use of energy generated by renewable energy resources in support of Council-adopted policy applicable to the utility.~~

<i>Unit</i>	<i>Component Charge</i>	<i>Billed Charge (including PILOT)</i>
Per kWh	\$0.015	\$0.016

...

Section 3. Section 26-466(d) of the Code of the City of Fort Collins is hereby deleted in its entirety and subsection 26-466(d) is hereby held in reserve.

Sec. 26-466. - General service, schedule GS.

...

- (d) **Reserved.** ~~Renewable resource. Renewable energy resources, including, but not limited to, energy generated by the power of wind and solar, may be offered on a voluntary basis to customers at the premium per kilowatt hour set forth in this Subsection (d). The utility may establish and offer voluntary programs designed to increase and enhance the use of energy generated by renewable energy resources in support of Council-adopted policy applicable to the utility.~~

<i>Unit</i>	<i>Component Charge</i>	<i>Billed Charge (including PILOT)</i>
Per kWh	\$0.015	\$0.016

...

Section 4. Section 26-467(d) of the Code of the City of Fort Collins is hereby deleted in its entirety and subsection 26-467(d) is hereby held in reserve.

Sec. 26-467. - General service 25, schedule GS25.

...

- (d) **Reserved.** ~~Renewable resource. Renewable energy resources, including, but not limited to, energy generated by the power of wind and solar, may be offered on a voluntary basis to customers at the premium per kilowatt hour set forth in this Subsection (d). The utility may establish and offer voluntary programs designed to increase and enhance the use of energy generated by renewable energy resources in support of Council-adopted policy applicable to the utility.~~

<i>Unit</i>	<i>Component Charge</i>	<i>Billed Charge (including PILOT)</i>
Per kWh	\$0.015	\$0.016

...

Section 5. Section 26-468(d) of the Code of the City of Fort Collins is hereby deleted in its entirety and subsection 26-468(d) is hereby held in reserve.

Sec. 26-468. - General service 50, schedule GS50.

...

- (d) **Reserved.** ~~Renewable resource.~~ Renewable energy resources, including, but not limited to, energy generated by the power of wind and solar, may be offered on a voluntary basis to customers at the premium per kilowatt hour set forth in this Subsection (d). The utility may establish and offer voluntary programs designed to increase and enhance the use of energy generated by renewable energy resources in support of Council-adopted policy applicable to the utility.

<i>Unit</i>	<i>Component Charge</i>	<i>Billed Charge (including PILOT)</i>
Per kWh	\$0.015	\$0.016

...

Section 6. Section 26-469(d) of the Code of the City of Fort Collins is hereby deleted in its entirety and subsection 26-469(d) is hereby held in reserve.

Sec. 26-469. - General service 750, schedule GS750.

...

- (d) **Reserved.** ~~Renewable resource.~~ Renewable energy resources, including, but not limited to, energy generated by the power of wind and solar, may be offered on a voluntary basis to customers at the premium per kilowatt hour set forth in this Subsection (d). The utility may establish and offer voluntary programs designed to increase and enhance the use of energy generated by renewable energy resources in support of Council-adopted policy applicable to the utility.

<i>Unit</i>	<i>Component Charge</i>	<i>Billed Charge (including PILOT)</i>
Per kWh	\$0.015	\$0.016

...

Section 7. Section 26-470(d) of the Code of the City of Fort Collins is hereby deleted in its entirety and subsection 26-470(d) is hereby held in reserve.

Sec. 26-470. - Substation service, schedule SS.

...

- (d) **Reserved.** ~~Renewable resource.~~ Renewable energy resources, including, but not limited to, energy generated by the power of wind and solar, may be offered on a voluntary basis to customers at the premium per kilowatt hour set forth in this Subsection (d). The utility may establish and offer voluntary programs designed to increase and enhance the use of energy generated by renewable energy resources in support of Council-adopted policy applicable to the utility.

Unit	Component Charge	Billed Charge (including PILOT)
Per kWh	\$0.015	\$0.016

...

Section 8. The modifications set forth above shall be effective for all energy consumption on or after January 1, 2025.

Introduced, considered favorably on first reading on November 4, 2024, and approved on second reading for final passage on November 19, 2024.

Mayor

ATTEST:

City Clerk

Effective Date: November 29, 2024
Approving Attorney: Cyril Vidergar

ORDINANCE NO. 168, 2024
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING CHAPTER 26 OF THE CODE OF THE CITY OF
FORT COLLINS TO REVISE ELECTRIC RATES, FEES, AND
CHARGES AND UPDATING RELATED RATE ASSISTANCE
PROGRAMS

A. The City Council is empowered and directed by City Charter Article XII, Section 6, by ordinance from time to time, to fix, establish, maintain and provide for the collection of such rates, fees or charges for utility services furnished by the City as will produce revenues sufficient to pay the costs, expenses, and other obligations as set forth therein.

B. The rates, fees or charges for utility services set forth herein are necessary to produce sufficient revenues to provide the utility services described herein.

C. Revenues from the rates, fees or charges for utility services set forth herein shall be used to defray the costs of providing such utility services as required by the Charter and the City Code.

D. The City purchases bulk wholesale electric power from Platte River Power Authority ("PRPA") pursuant to an Amended Contract for Supply of Electric Power and Energy, dated May 30, 2019.

E. Utilities staff has determined the increased system costs will require an additional average 6.5% rate increase at the Electric Utility Enterprise Fund level in 2025 in order to remain consistent with Article XII, Section 6, of the City Charter.

F. On May 1, 2012, City Council adopted Ordinance No. 034, 2012, creating the Medical Assistance Program ("MAP") and discounted electric service rates to reduce the impact of electric rate increases on residential customers with below average income who use medically necessary equipment, codified in City Code Chapter 26, Article VI.

G. On May 1, 2018, City Council adopted Ordinance No. 054, 2018, creating the Income-Qualified Assistance Program ("IQAP") and service discounts for residential water, wastewater, and electric services, codified in City Code Chapter 26, Articles, III, IV, and VI.

H. Utilities staff has determined it can improve administrative efficiency and customer participation in rate-assistance programs by consolidating MAP and IQAP, as described in Section 26-724 of the Code, and recommends discontinuing MAP and its associated rates at the end of 2024, thereafter managing all medical assistance rate discounts through IQAP.

I. In addition to adjusting electric rates, Utilities staff has identified formatting and terminology updates for Chapter 26 of the City Code to improve the clarity with which

electric rates are stated and applied for billing and customer generation credit purposes and to further align IQAP eligibility with City Council priorities, market efficiencies and utility practices.

J. The Energy Board considered the proposed electric rates, program adjustments, and methods of application at its October 24, 2024, meeting, and provided recommendations of approval of proposed rate sets and modified IQAP practices to City Council.

K. The City Manager and staff recommend to the City Council the following electric rate adjustments, rate-assistance program consolidations, and City Code rate language clarifications for all billings issued with meter readings, and applications to participate in IQAP received, on or after January 1, 2025.

L. Pursuant to Colorado Revised Statutes Section 40-3.5-104, Utilities staff posted public notice and directly mailed postcard notices of the recommended electric rate changes to all customers living outside the City's corporate boundaries, at least 30 days prior to Council's consideration of this Ordinance.

M. Based on the foregoing, it is the desire of the City Council to amend Chapter 26 of the City Code to revise the electric rates, fees and charges, and the IQAP program as set forth herein.

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

Section 1. Section 26-464 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 26-464. - Residential energy service, schedule R.

...

(c) Monthly rate. The monthly rates for this schedule shall be the sum of the following charges applied to all energy consumption on or after January 1, 2024.

<i>Description</i>	<i>Unit</i>	<i>Component Charge</i>	<i>Billed Charge (including PILOT)</i>
a. Payment in lieu of taxes (PILOT) and franchise. A charge based on all component charges pursuant to this Section		6 percent	

b. Fixed Charge	Per account	\$10.55 \$11.28	\$11.18 \$11.95
c. Distribution facilities charge (applied to energy charges in d.1. and d.2. below)	Per kWh	\$0.0274 \$0.0293	
d. Wholesale Energy Charge (combined energy and demand costs)			
1. Summer. For billings based on consumption during the months of May, June, July, August, and September			
(a) On-Peak (Mon-Fri, 2 pm to 7 pm, excluding holidays)	Per kWh	\$0.2415 \$0.2582	\$0.2850 \$0.3047
(b) Off-Peak	Per kWh	\$0.0473 \$0.0506	\$0.0792 \$0.0846
2. Non-summer. For billings based on consumption during the months of January through April and October through December.			
(a) On-Peak (Mon-Fri, 5 pm to 9 pm, excluding holidays)	Per kWh	\$0.2205 \$0.2357	\$0.2628 \$0.2809
(b) Off-Peak	Per kWh	\$0.0473 \$0.0506	\$0.0792 \$0.0846
e. Energy efficiency tier charge, per kilowatt hour for total consumption over 700 kWh in a billing month (regardless of on-peak or off-peak)	Per kWh	\$0.0263 \$0.0281	\$0.0279 \$0.0298
...	

(d) *Medical assistance program.*

...

~~(3) a. Durable Medical Equipment (DME). The discounted monthly rates for customers with electrical durable medical equipment only shall be the sum of the following charges, applied to all energy consumption on or after January 1, 2024:~~

<i>Description</i>	<i>Unit</i>	<i>Component Charge</i>	<i>Billed Charge (including PILOT)</i>
1. Payment in lieu of taxes (PILOT) and franchise. A charge based on all component charges pursuant to this Section		6 percent	
2. Fixed Charge	Per account	\$10.55	\$11.18
3. Distribution facilities charge (applied to energy charges in 4.a) and 4.b) below)	Per kWh	\$0.0274	
4. Energy and demand charge			
a) Summer. For billings based on consumption during the months of May, June, July, August, and September			
(i) On-Peak (Mon-Fri, 2 pm to 7 pm, excluding holidays)	Per kWh	\$0.1691	\$0.2082
(ii) Off-Peak	Per kWh	\$0.0331	\$0.0641
b) Non-summer. For billings based on consumption during the months of January through April and October through December.			
(i) On-Peak (Mon-Fri, 5 pm to 9 pm, excluding holidays)	Per kWh	\$0.1544	\$0.1927
(ii) Off-Peak	Per kWh	\$0.0331	\$0.0641
5. Energy efficiency tier charge, per kilowatt hour for total consumption over 700 kWh in a billing month (regardless of on-peak or off-peak)	Per kWh	\$0.0263	\$0.0279

~~(4) a. Air Conditioning (A/C). The discounted monthly rates for customers with medical needs requiring air conditioning only shall be the sum of the following charges, applied to all energy consumption on or after January 1, 2024:~~

<i>Description</i>	<i>Unit</i>	<i>Component Charge</i>	<i>Billed Charge (including PILOT)</i>
1. Payment in lieu of taxes (PILOT) and franchise. A charge based on all component charges pursuant to this Section		6 percent	
2. Fixed Charge	Per account	\$10.55	\$11.18
3. Distribution facilities charge (applied to energy charges in 4.a) and 4.b) below)	Per kWh	\$0.0274	
4. Energy and demand charge			
a) Summer. For billings based on consumption during the months of May, June, July, August, and September			

(i) On-Peak (Mon-Fri, 2 pm to 7 pm, excluding holidays)	Per kWh	\$0.0473	\$0.0792
(ii) Off-Peak	Per kWh	\$0.0473	\$0.0792
b) Non-summer. For billings based on consumption during the months of January through April and October through December.			
(i) On-Peak (Mon-Fri, 5 pm to 9 pm, excluding holidays)	Per kWh	\$0.2205	\$0.2628
(ii) Off-Peak	Per kWh	\$0.0473	\$0.0792
5. Energy efficiency tier charge, per kilowatt hour for total consumption over 700 kWh in a billing month (regardless of on-peak or off-peak)	Per kWh	\$0.0263	\$0.0279

~~(5) a. Durable Medical Equipment (DME) & A/C. The discounted monthly rates for customers with electrical durable medical equipment and medical needs requiring air conditioning shall be the sum of the following charges, applied to all energy consumption on or after January 1, 2024:~~

<i>Description</i>	<i>Unit</i>	<i>Component Charge</i>	<i>Billed Charge (including PILOT)</i>
1. Payment in lieu of taxes (PILOT) and franchise. A charge based on all component charges pursuant to this Section		6 percent	
2. Fixed Charge	Per account	\$10.55	\$11.18
3. Distribution facilities charge (applied to energy charges in 4.a) and 4.b) below)	Per kWh	\$0.0274	
4. Energy and demand charge			
a) Summer. For billings based on consumption during the months of May, June, July, August, and September			
(i) On-Peak (Mon-Fri, 2 pm to 7 pm, excluding holidays)	Per kWh	\$0.0473	\$0.0792
(ii) Off-Peak	Per kWh	\$0.0331	\$0.0641
b) Non-summer. For billings based on consumption during the months of January through April and October through December.			
(i) On-Peak (Mon-Fri, 5 pm to 9 pm, excluding holidays)	Per kWh	\$0.1544	\$0.1927
(ii) Off-Peak	Per kWh	\$0.0331	\$0.0641
5. Energy efficiency tier charge, per kilowatt hour for total consumption over 700 kWh in a billing month (regardless of on-peak or off-peak)	Per kWh	\$0.0263	\$0.0279

(63) Notwithstanding the foregoing, no rate established under this Subsection shall reflect a discount exceeding an amount consistent with the use of one hundred fifty (150) kilowatt hours per month for the operation of electrical durable medical equipment or, if applicable, an additional amount consistent with the use of three hundred fifty (350) kilowatt hours per month for air conditioning.

(74) A decision that an applicant does not qualify to participate in this program for a medical or financial reason may be appealed to the Utilities Executive Director, who shall, prior to making ~~his or her~~ **their** decision, and as ~~he or she~~ **they** deems appropriate, confer with one (1) or more medical or financial experts in reviewing such appeal.

...

(f) *Excess capacity charge.* The monthly capacity charge kilowatt set forth in this Subsection (f) may be added to the above charges for service to intermittent loads in accordance with the provisions of the Electric Service Standards.

<i>Unit</i>	<i>Component Charge</i>	<i>Billed Charge (including PILOT)</i>
Per kW	\$2.71 \$2.89	\$2.87 \$3.06

...

Section 2. That Section 26-465 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 26-465. - All-electric residential service, schedule RE.

...

(c) *Monthly rate.*

(1) The monthly rates for this schedule shall be the sum of the following charges, applied to all energy consumption on or after January 1, 2024.

<i>Description</i>	<i>Unit</i>	<i>Component Charge</i>	<i>Billed Charge (including PILOT)</i>
a. Payment in lieu of taxes (PILOT) and franchise. A charge based on all component charges pursuant to this Section		6 percent	
b. Fixed Charge	Per account	\$10.55 \$11.28	\$11.18 \$11.95

c. Distribution facilities charge (applied to charges in d.1. and d.2. below)	Per kWh	\$0.0347 71	\$0.03	
d. Energy and demand charge				
1. Summer. For billings based on consumption during the months of May, June, July and August, and September				
a) On-Peak (Mon-Fri, 2 pm to 7 pm, excluding holidays)	Per kWh	\$0.2415 82	\$0.25	\$0.2927 30 \$0.31
b) Off-Peak	Per kWh	\$0.0473 06	\$0.05	\$0.0869 29 \$0.09
2. Non-summer. For billings based on consumption during the months of January through April and October through December.				
a) On-Peak (Mon-Fri, 5 pm to 9 pm, excluding holidays)	Per kWh	\$0.2205 57	\$0.23	\$0.2705 92 \$0.28
b) Off-Peak	Per kWh	\$0.0473 06	\$0.05	\$0.0869 29 \$0.09
...	

...

(e) *Excess capacity charge.* The monthly capacity charge kilowatt set forth in this Subsection (e) may be added to the above charges for service to intermittent loads in accordance with the provisions of the Electric Service Standards.

Unit	Component Charge	Billed Charge (including PILOT)
Per kW	\$2.71 \$2.89	\$2.87 \$3.06

(f) *Standby service charges.* Standby service, if available, will be provided on an annual contract basis at a level at least sufficient to meet probable service demand (in kilowatts) as determined by the customer and approved by the utility according to the following:

(1) Monthly standby distribution charge:

Description	Unit	Component Charge	Billed Charge (including PILOT)
Contracted standby service, this charge shall be in lieu of the distribution facilities charge	Per kW	\$2.73 \$2.91	\$2.89 \$3.08
For all metered kilowatts in excess of the contracted amount	Per kW	\$8.17 \$8.70	\$8.66 \$9.22

...

Section 3. That Section 26-466 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 26-466. - General service, schedule GS.

...

(c) *Monthly rate.* The monthly rates for this schedule shall be the sum of the following charges:

Description	Unit	Component Charge	Billed Charge (including PILOT)
(1) Payment in lieu of taxes (PILOT) and franchise. A charge based on all component charges pursuant to this Section		6 percent	
(2) Fixed Charge			
a. Single-phase, two-hundred-ampere service	Per account	\$10.55 \$11.28	\$11.18 \$11.95
b. Single-phase, above two-hundred-ampere service	Per account	\$22.57 \$24.13	\$23.92 \$25.57
c. Three-phase, two-hundred-ampere service	Per account	\$13.75 \$14.70	\$14.58 \$15.58
d. Three-phase, above two-hundred-ampere service	Per account	\$26.63 \$28.47	\$28.23 \$30.18
(3) Distribution facilities charge (added to demand and energy charges below for "Billed Charge" shown in (5))	Per kWh	\$0.0357 \$0.0379	
(4) Demand charge			
a. Summer. For billings based on meter readings in the months of June, July, August, and September	Per kWh	\$0.0368 \$0.0391	
b. Non-summer. For billings based on meter readings in the months of January through May and October through December	Per kWh	\$0.0231 \$0.0246	
c. The meter reading date shall generally determine the summer season billing months; however, no customer shall be billed more than four (4) full billing cycles at the summer rate			
(5) Energy charge			

a. Summer. For billings based on meter readings in the months of June, July, August, and September	Per kWh	\$0.0473 36	\$0.05	\$0.1270 85	\$0.13
b. Non-summer. For billings based on meter readings in the months of January through May and October through December	Per kWh	\$0.0473 36	\$0.05	\$0.1125 30	\$0.12
c. The meter reading date shall generally determine the summer season billing months; however, no customer shall be billed more than four (4) full billing cycles at the summer rate					

...

(e) *Excess capacity charge.* The monthly capacity charge per kilowatt set forth in this Subsection (e) may be added to the above charges for service to intermittent loads in accordance with the provisions of the Electric Service Standards.

Unit	Component Charge	Billed Charge (including PILOT)
Per kW	\$2.71 2.89	\$2.87 3.06

...

(q) *Net metering.*

...

(5) The customer-generator's consumption of energy from the utility and production of energy that flows into the utility's distribution system shall be measured on a monthly basis. The energy from the utility consumed by the customer-generator shall be billed at the applicable rate as outlined in Subsection (c) of this Section. The energy produced by the customer-generator shall be credited to the customer monthly as follows:

Description	Unit	Component Credit
a. Energy and demand credit	Per kWh	\$0.0648 0.0689

(r) *Net metering—community solar projects.*

...

(3) Both the customer's consumption of energy from the utility and interest in the production of energy that flows into the utilities' distribution system shall

be measured on a monthly basis. The energy from Fort Collins Utilities consumed by the customer shall be billed at the applicable seasonal tiered rate as outlined in Subsection (c) of this Section. The energy produced by the customer's portion of the qualifying facility shall be credited to the customer monthly as follows:

Description	Unit	Component Credit
a. Energy and demand credit	Per kWh	\$0.0648 \$0.0689

...

Section 4. Section 26-467 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 26-467. - General service 25, schedule GS25.

...

(c) *Monthly rate.* The monthly rates for this schedule shall be the sum of the following charges:

Description	Unit	Component Charge	Billed Charge (including PILOT)
1. Payment in lieu of taxes (PILOT) and franchise. A charge based on all component charges pursuant to this Section		6 percent	
2. Fixed Charge			
a. Single-phase, two-hundred-ampere service	Per account	\$10.55 \$11.28	\$11.18 \$11.95
b. Single-phase, above two-hundred-ampere service	Per account	\$22.57 \$24.13	\$23.92 \$25.57
c. Three-phase, two-hundred-ampere service	Per account	\$13.75 \$14.70	\$14.58 \$15.58
d. Three-phase, above two-hundred-ampere service	Per account	\$26.63 \$28.47	\$28.23 \$30.18
3. Distribution facilities charge (applied to energy charges in 5. below)	Per kWh	\$0.0291 \$0.0306	
4. Demand charge			
a. Summer. For billings based on meter readings in the months of June, July, August, and September	Per kW	\$11.24 \$11.82	\$11.91 \$12.53
b. Non-summer. For billings based on meter readings in the months of	Per kW	\$6.40 \$6.73	\$6.78 \$7.14

January through May and October through December			
c. The meter reading date shall generally determine the summer season billing months; however, no customer shall be billed more than four (4) full billing cycles at the summer rate			
5. Energy charge			
a. Summer. For billings based on meter readings in the months of June, July, August, and September	Per kWh	\$0.0473 \$0.0498	\$0.0810 \$0.0852
b. Non-summer. For billings based on meter readings in the months of January through May and October through December	Per kWh	\$0.0473 \$0.0498	\$0.0810 \$0.0852

...

(e) *Excess capacity charge.* The monthly capacity charge kilowatt set forth in this Subsection (e) may be added to the above charges for service to intermittent loads in accordance with the provisions of the Electric Service Standards.

Unit	Component Charge	Billed Charge (including PILOT)
Per kW	\$2.71 \$2.89	\$2.87 \$3.06

(f) *Standby service charges.* Standby service, if available, will be provided on an annual contract basis at a level at least sufficient to meet probable service demand (in kilowatts) as determined by the customer and approved by the utility according to the following:

(1) Monthly standby distribution charge:

Description	Unit	Component Charge	Billed Charge (including PILOT)
Contracted standby service, this charge shall be in lieu of the distribution facilities charge	Per kW	\$4.97 \$5.29	\$5.26 \$5.61
For all metered kilowatts in excess of the contracted amount	Per kW	\$14.90 \$15.87	\$15.79 \$16.82

...

(r) *Net metering.*

...

(5) The customer-generator's consumption of energy from the utility and production of energy that flows into the utility's distribution system shall be measured on a monthly basis. The energy from the utility consumed by the customer-generator shall be billed at the applicable rate as outlined in Subsection (c) of this Section. The energy produced by the customer-generator shall be credited to the customer monthly as follows:

Description	Unit	Bill Credit
a. Energy and demand credit	Per kWh	\$0.0648 \$0.0682

...

Section 5. That Section 26-468 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 26-468. - General service 50, schedule GS50.

...

(c) *Monthly rate.* The monthly rates for this schedule shall be the sum of the following charges:

Description	Unit	Component Charge	Billed Charge (including PILOT)
(1) Payment in lieu of taxes (PILOT) and franchise. A charge based on all component charges pursuant to this Section		6 percent	
(2) Fixed Charge	Per account	\$28.35 \$30.22	\$30.05 \$32.03
(3) Coincident demand charge			
a. Summer. For billings based on meter readings in the months of June, July, August, and September	Per kW	\$16.01 \$17.07	\$16.97 \$18.09
b. Non-summer. For billings based on meter readings in the months of January through May and October through December	Per kW	\$13.12 \$13.99	\$13.91 \$14.83
c. The meter reading date shall generally determine the summer season billing months; however, no			

customer shall be billed more than four (4) full billing cycles at the summer rate			
(4) Distribution facilities charge	Per kW	\$10.66 \$11.36	\$11.30 \$12.05
(5) Energy charge			
a. Summer. For billings based on meter readings in the months of June, July, August, and September	Per kWh	\$0.0473 \$0.0504	\$0.0501 \$0.0534
b. Non-summer. For billings based on meter readings in the months of January through May and October through December	Per kWh	\$0.0473 \$0.0504	\$0.0501 \$0.0534

...

(e) *Excess capacity charge.* The monthly capacity charge per kilowatt set forth in this Subsection (e) may be added to the above charges for service to intermittent loads in accordance with the provisions of the Electric Service Standards.

Unit	Component Charge	Billed Charge (including PILOT)
Per kW	\$2.71 \$2.89	\$2.87 \$3.06

(f) *Standby service charges.* Standby service, if available, will be provided on an annual contract basis at a level at least sufficient to meet probable service demand (in kilowatts) as determined by the customer and approved by the utility according to the following:

(1) Standby distribution charge.

a. Monthly standby distribution charge shall be the sum of the following charges:

Description	Unit	Component Charge	Billed Charge (including PILOT)
Contracted standby service, this charge shall be in lieu of the distribution facilities charge	Per kW	\$6.36 \$6.77	\$6.74 \$7.18
For all metered kilowatts in excess of the contracted amount	Per kW	\$18.59 \$19.80	\$19.70 \$20.99

...

(g) *Excess circuit charge.* In the event a utility customer in this rate class desires excess circuit capacity for the purpose of controlling the available electric capacity of a backup circuit connection, this service, if available, will be provided on an annual contract basis at a level at least sufficient to meet probable backup demand (in kilowatts) as determined by the customer and approved by the utility according to the following:

(1) Monthly charge shall be the sum of the following charges:

Description	Unit	Component Charge	Billed Charge (including PILOT)
Contracted backup capacity per month	Per kW	\$1.29 \$1.37	\$1.37 \$1.46
Metered kilowatts in excess of the contracted amount	Per kW	\$3.92 \$4.17	\$4.15 \$4.43

...

(u) *Net metering.*

...

(5) The customer-generator's consumption of energy from the utility and production of energy that flows into the utility's distribution system shall be measured on a monthly basis. The energy from the utility consumed by the customer-generator shall be billed at the applicable rate as outlined in Subsection (c) of this Section. The energy produced by the customer-generator shall be credited to the customer monthly as follows:

Description	Unit	Bill Credit
a. Energy credit for billings based on generation during the months of June, July, August and September	Per kWh	\$0.0473 \$0.0504

Section 6. Section 26-469 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 26-469. - General service 750, schedule GS750.

...

(c) *Monthly rate.* The monthly rates for this schedule shall be the sum of the following charges:

Description	Unit	Component Charge	Billed Charge (including PILOT)
(1) Payment in lieu of taxes (PILOT) and franchise. A charge based on all component charges pursuant to this Section		6 percent	
(2) Fixed Charge	Per account	\$38.85 \$41.45	\$41.18 \$43.94
a. Additional charge for each additional metering point	Per account	\$23.70 \$25.29	\$25.12 \$26.81
(3) Coincident demand charge			
a. Summer. For billings based on meter readings in the months of June, July, August, and September	Per kW	\$14.96 \$15.96	\$15.86 \$16.92
b. Non-summer. For billings based on meter readings in the months of January through May and October through December	Per kW	\$12.44 \$13.27	\$13.19 \$14.07
c. The meter reading date shall generally determine the summer season billing months; however, no customer shall be billed more than four (4) full billing cycles at the summer rate			
(4) Distribution facilities charge			
a. First seven hundred fifty (750) kilowatts	Per kW	\$11.63 \$12.41	\$12.33 \$13.15
b. All additional kilowatts	Per kW	\$6.88 \$7.34	\$7.29 \$7.78
(5) Energy charge			
a. Summer. For billings based on meter readings in the months of June, July, August, and September	Per kWh	\$0.0466 \$0.0497	\$0.0494 \$0.0527
b. Non-summer. For billings based on meter readings in the months of January through May and October through December	Per kWh	\$0.0466 \$0.0497	\$0.0494 \$0.0527

...

(e) *Excess capacity charge.* The monthly capacity charge per kilowatt set forth in this Subsection (e) may be added to the above charges for service to intermittent loads in accordance with the provisions of the Electric Service Standards.

Unit	Component Charge	Billed Charge (including PILOT)
Per kW	\$2.71 \$2.89	\$2.87 \$3.06

(f) *Standby service charges.* Standby service, if available, will be provided on an annual contract basis at a level at least sufficient to meet probable service demand (in kilowatts) as determined by the customer and approved by the utility according to the following:

(1) Standby distribution charge.

(a) Monthly standby distribution charges shall be paid in the following amounts

Description	Unit	Component Charge	Billed Charge (including PILOT)
Contracted standby service, this charge shall be in lieu of the distribution facilities charge.	Per kW	\$4.40 \$4.69	\$4.66 \$4.97
For all metered kilowatts in excess of the contracted amount	Per kW	\$13.23 \$14.09	\$14.02 \$14.94

...

(g) *Excess circuit charge.* In the event a utility customer in this rate class desires excess circuit capacity for the purpose of controlling the available electric capacity of a backup circuit connection, this service, if available, will be provided on an annual contract basis at a level at least sufficient to meet probable backup demand (in kilowatts) as determined by the customer and approved by the utility at the following rates:

(1) Monthly charge.

Description	Unit	Component Charge	Billed Charge (including PILOT)
Contracted backup capacity per month	Per kW	\$0.91 \$0.97	\$0.97 \$1.03
Metered kilowatts in excess of the contracted amount	Per kW	\$2.72 \$2.90	\$2.88 \$3.07

...

(v) *Net metering.*

...

(5) The customer-generator's consumption of energy from the utility and production of energy that flows into the utility's distribution system shall be measured on a monthly basis. The energy consumed from the utility by the customer-generator shall be billed at the applicable rate as outlined in Subsection (c) of this Section. The energy produced by the customer-generator shall be credited to the customer monthly as follows:

Description	Unit	Bill Credit
a. Energy credit for billings based on generation during the months of June, July, August, and September	Per kWh	\$0.0466 \$0.0497

Section 7. Section 26-470 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 26-470. - Substation service, schedule SS.

...

(c) *Monthly rate.* The monthly rates for this schedule shall be the sum of the following charges:

Description	Unit	Component Charge	Billed Charge (including PILOT)
(1) Payment in lieu of taxes (PILOT) and franchise. A charge based on all component charges pursuant to this Section.		6 percent	
(2) Fixed Charge	Per account	\$94.50 \$100.17	\$100.17 \$106.18
(3) Coincident demand charge			
a. Summer. For billings based on meter readings in the months of June, July, August, and September	Per kW	\$14.70 \$15.58	\$15.58 \$16.52
b. Non-summer. For billings based on meter readings in the months of January through May and October through December	Per kW	\$11.65 \$12.35	\$12.35 \$13.09
c. The meter reading date shall generally determine the summer season billing			

months; however, no customer shall be billed more than four (4) full billing cycles at the summer rate			
(4) Distribution facilities charge	Per kW	\$6.00 \$6.36	\$6.36 \$6.74
(5) Energy charge			
a. Summer. For billings based on meter readings in the months of June, July, August, and September	Per kWh	\$0.0458 \$0.0485	\$0.0485 \$0.0515
b. Non-summer. For billings based on meter readings in the months of January through May and October through December	Per kWh	\$0.0458 \$0.0485	\$0.0485 \$0.0515

...

(e) *Standby service charges.* Standby service, if available, will be provided on an annual contract basis at a level at least sufficient to meet probable service demand (in kilowatts) as determined by the customer and approved by the utility at the following rates:

(1) Standby distribution charge.

a. Monthly standby distribution charge:

Description	Unit	Component Charge	Billed Charge (including PILOT)
Contracted standby service, this charge shall be in lieu of the distribution facilities charge.	Per kW	\$3.28 \$3.49	\$3.47 \$3.70
For all metered kilowatts in excess of the contracted amount	Per kW	\$9.83 \$10.47	\$10.42 \$11.10

...

(s) *Net metering.*

...

(5) The customer-generator's consumption of energy from the utility and production of energy that flows into the utility's distribution system shall be measured on a monthly basis. The energy consumed from the utility by the customer-generator shall be billed at the applicable rate as outlined in Subsection (c) of this Section. The energy produced by the customer-generator shall be credited to the customer monthly as follows:

Description	Unit	Bill Credit
--------------------	-------------	--------------------

a. Energy credit for billings based on generation during the months of June, July, August, and September	Per kWh	\$0.0458 \$0.0485
--	---------	--------------------------

Section 8. Section 26-471 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 26-471. - Special area floodlighting, schedule FL.

...

(b) *Monthly rate.* The monthly rates (including a six (6) percent charge in lieu of taxes and franchise) are as follows:

(1) Charge per lamp, mercury vapor:

<i>Description</i>	<i>Component Charge</i>	<i>Billed Charge (including PILOT)</i>
a. One hundred seventy-five (175) watt	\$27.61 \$28.44	\$29.27 \$30.15
b. Two hundred fifty (250) watt	\$37.24 \$38.36	\$39.47 \$40.66
c. Four hundred (400) watt	\$56.60 \$58.31	\$60.00 \$61.81

(2) Charge per lamp, high-pressure sodium:

<i>Description</i>	<i>Component Charge</i>	<i>Billed Charge (including PILOT)</i>
a. Seventy (70) watt	\$15.34 \$15.80	\$16.26 \$16.75
b. One hundred (100) watt	\$17.85 \$18.39	\$18.92 \$19.49
c. One hundred fifty (150) watt	\$27.02 \$27.84	\$28.64 \$29.51
d. Two hundred fifty (250) watt	\$41.28 \$42.53	\$43.76 \$45.08
e. Four hundred (400) watt	\$60.90 \$62.74	\$64.55 \$66.50

(3) Charge per lamp, LED:

<i>Description</i>	<i>Component Charge</i>	<i>Billed Charge (including PILOT)</i>
a. Fifty-four (54) watt (Cobra)	\$9.97 \$10.27	\$10.57 \$10.89
b. Seventy-two (72) watt (Cobra)	\$12.19 \$12.56	\$12.92 \$13.31
c. Eighty (80) watt (Cobra)	\$13.80 \$14.22	\$14.63 \$15.07
d. Eighty-eight (88) watt (Cobra)	\$13.95 \$14.37	\$14.79 \$15.23
e. Sixty-five (65) watt (Post Top)	\$18.24 \$18.79	\$19.33 \$19.92

...

Section 9. Section 26-472 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 26-472. - Traffic signal service, schedule T.

...

(c) *Monthly rate.* The monthly rates (including a six (6) percent charge in lieu of taxes and franchise) shall be the sum of the following charges:

<i>Description</i>	<i>Unit</i>	<i>Component Charge</i>	<i>Billed Charge (including PILOT)</i>
(1) Fixed charge	Per account	\$93.43 \$99.50	\$99.03 \$105.47
(2) Energy charge	Per kWh	\$0.0868 \$0.0924	\$0.092 \$0.0980
(3) Service extensions and signal installations made by the utility shall be paid for by the City General Fund, subject to material and installation costs at the time of installation			

Section 10. That the residential Medical Assistance Program and associated electric service rates will be discontinued as of December 31, 2024, and thereafter customers with qualifying medical conditions and needs may participate in the Income Qualified Assistance Program under City Code Section 26-724.

Section 11. That the modifications set forth above shall be effective for all energy consumption on or after January 1, 2025.

Introduced, considered favorably on first reading on November 4, 2024, and approved on second reading for final passage on November 19, 2024.

Mayor

ATTEST:

City Clerk

Effective Date: November 29, 2024
Approving Attorney: Cyril Vidergar

MINUTES

CITY OF FORT COLLINS • BOARDS AND COMMISSIONS



Excerpt from Unapproved DRAFT MINUTES WATER COMMISSION

REGULAR MEETING

September 19, 2024, 5:30 p.m. – 7:30 p.m.

Hybrid in Person at 222 Laporte Ave and online via Zoom

2025 Utility Rates and Fees

Randy Reuscher, Lead Analyst, Utility Rate

Staff will present on the 2025 utility rates and fees and ask the Commission to move to recommend the changes to City Council.

Discussion Highlights

Commissioners commented on or inquired about various related topics including rate comparisons to previous years, effects of conservation efforts, Zero Waste goals, and residential development fees. A Commissioner inquired about how long it would take until the rates are doubled from what they are now, to which Mr. Reuscher responded that it would be take about 10 years at the current projection. Commissioners and Mr. Reuscher discussed the expected increase of inflation, its impacts on future rates and fees, and how it would affect the affordability of living. Commissioners further discussed the comparison of rates and fees to neighboring cities, the fixed rates for residents, and rate increases for differing tiers.

Commissioner Eldridge moved that the Water Commission recommend City Council adopt the proposed changes to the Utility's water, wastewater, and stormwater rates and fees as presented.

Commissioner Ng seconded the motion.

Vote on the Motion: it passed unanimously, 6-0







Utilities: 2025 Utility Rates



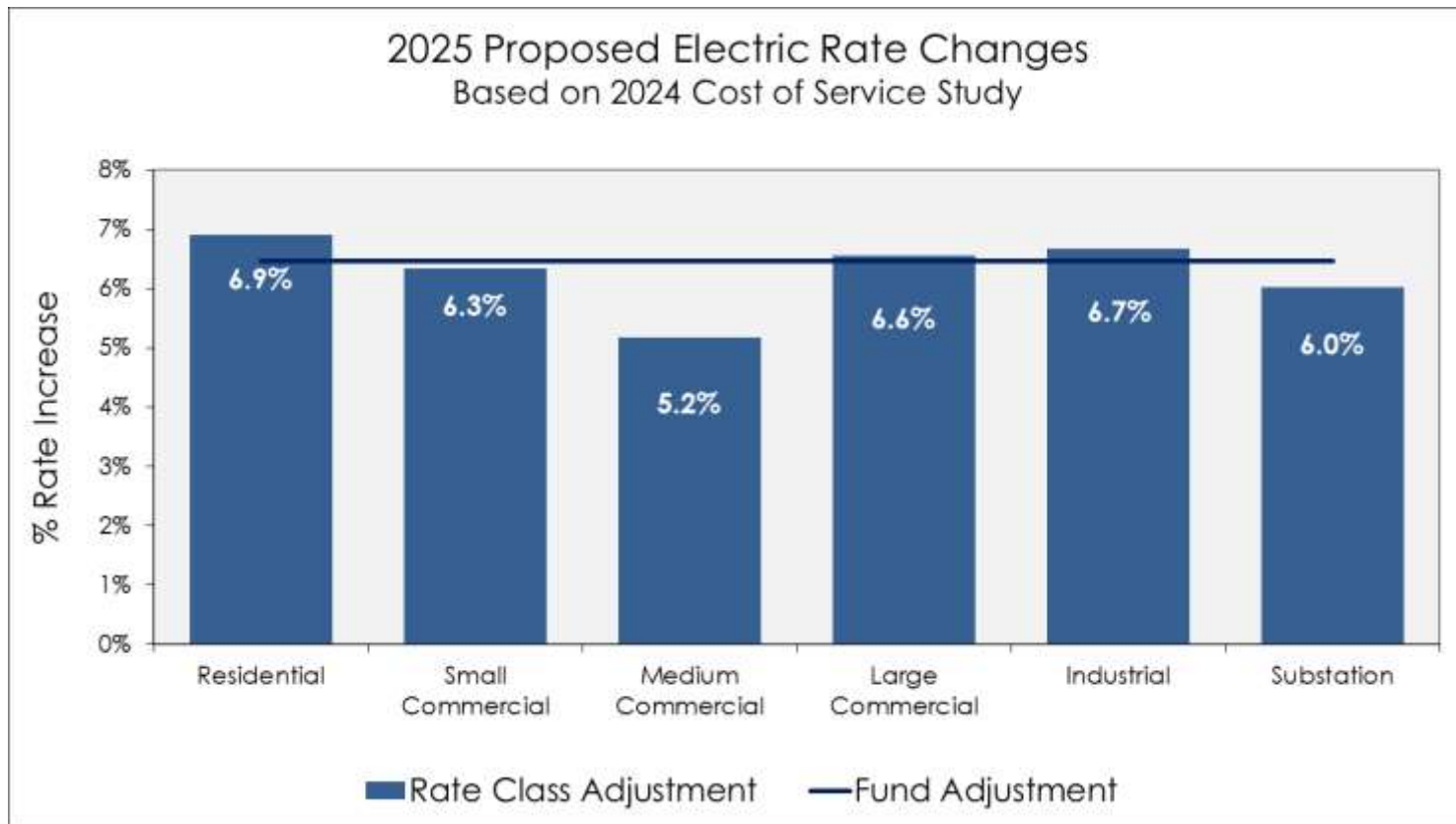
City Council

Randy Reuscher, Lead Analyst, Utility Rates

UTILITY	2025 RATE INCREASE
 ELECTRIC	6.5%
 WATER	7%
 WASTEWATER	6%
 STORMWATER	6%

- Electric wholesale costs increasing 6.3%
- Operating & maintenance (O&M) costs
- Substantially higher 10-year CIP
- Debt issuances for capital projects







Fort Collins Utilities Comparative Residential Monthly Bill					
Utility	2024	2025	\$ Change	% Change	
Electric	\$ 88.42	\$ 94.16	\$ 5.75	6.5%	
Water	\$ 53.04	\$ 56.75	\$ 3.71	7.0%	
Wastewater	\$ 36.97	\$ 39.18	\$ 2.22	6.0%	
Stormwater	\$ 23.09	\$ 24.47	\$ 1.39	6.0%	
Total Avg Bill	\$ 201.51	\$ 214.57	\$ 13.06	6.5%	

2025 Residential Average Monthly Utility Bill

Utility	Electric	Water	Wastewater	Stormwater	Total
	2025	2025	2025	2025	2025
Ft Collins	\$ 94.16	\$ 56.75	\$ 39.18	\$ 24.47	\$ 214.57
Longmont	\$ 88.01	\$ 72.99	\$ 41.33	\$ 16.70	\$ 219.04
Loveland	\$ 100.83	\$ 61.76	\$ 42.89	\$ 25.48	\$ 230.94
Colorado Springs	\$ 103.28	\$ 103.25	\$ 33.27	N/A	\$ 239.81
Greeley	\$ 100.81	\$ 77.91	\$ 38.57	\$ 35.36	\$ 252.66
Boulder	\$ 100.81	\$ 72.19	\$ 51.32	\$ 28.47	\$ 252.79



Emergency Assistance



- Neighbor to Neighbor
 - Rent and Utility Assistance
- Payment Assistance Fund
 - Electric and water assistance

Efficiency Upgrades



- Larimer County Conservation Corp (LCCC)
 - Home efficiency upgrades
- Colorado's Affordable Residential Energy Program (CARE)
 - Weatherization and energy efficiency upgrades
- Weatherization Assistance program (WAP)
 - Weatherization and energy efficiency upgrades for electric customers

Seasonal & Monthly Assistance



- Income-Qualified Assistance Program (IQAP)
 - Reduced electric, water and/or wastewater rate
- Medical Assistance Program (MAP)
 - Reduced electric rate due to medically necessary device

Eliminating Two Utility Programs



- Green Energy Program
 - Program launched in 1998
 - Increase community's installed renewable energy capacity
 - PRPA ended Tariff 7
 - Low customer participation
- Medical Assistance Program (MAP)
 - Relatively low enrollment
 - Transition customers to IQAP

THANK YOU!

For More Information, Visit

fcgov.com/utilities

