City Attorney's Office
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# AGENDA
## Ethics Review Board Meeting
## CIC Conference Room
## City Hall (300 Laporte Avenue)
## December 16, 2019
## 3:00 p.m.

1. Selection of Presiding Officer for Alternate Ethics Review Board as it considers the pending complaints.

2. Review and Approval of the July 29, 2019 Minutes of the Ethics Review Board.

3. Consider in accordance with City Code Section 2-569(d)(1) whether a complaint filed on November 14, 2019, by Nicolas Murphy Frey and Mary Satterfield Grant, alleging that Mayor Wade Troxell has a financial interest and a personal interest in the Hughes Stadium annexation property rezoning decision, warrants investigation.

4. Consider in accordance with City Code Section 2-569(d)(1) whether a complaint filed on November 14, 2019, by Nicolas Murphy Frey and Mary Satterfield Grant, alleging that Mayor Pro Tem Kristin Stephens has a financial interest and a personal interest in the Hughes Stadium annexation property rezoning decision, warrants investigation.

5. Consider in accordance with City Code Section 2-569(d)(1) whether the additional complaint filed by Gordon Hadfield, Esq., on behalf of Mary Satterfield Grant, alleging that Mayor Wade Troxell has a conflict of interest in the Hughes Stadium annexation property rezoning decision in light of National Association of Realtors Fund campaign activities in 2017 warrants investigation.

6. Other Business.

7. Adjournment.

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# PUBLIC NOTICE

Notice is hereby given that the City Council Ethics Review Board will meet on Monday, December 16, 2019, at 3:00 p.m., in the City Hall's CIC Conference Room, located at 300 Laporte Avenue, City Hall West, Fort Collins, Colorado. The purpose of the meeting will be to discuss and address the following agenda items:

1. Selection of Presiding Officer for Alternate Ethics Review Board as it considers the pending complaints.

2. Review and approval of the July 29, 2019, Minutes of the Ethics Review Board.

3. Consider in accordance with City Code Section 2-569(d)(1) whether a complaint filed on November 14, 2019, by Nicolas Murphy Frey and Mary Satterfield Grant, alleging that Mayor Wade Troxell has a financial interest and a personal interest in the Hughes Stadium annexation property rezoning decision, warrants investigation.

4. Consider in accordance with City Code Section 2-569(d)(1) whether a complaint filed on November 14, 2019, by Nicolas Murphy Frey and Mary Satterfield Grant, alleging that Mayor Pro Tem Kristin Stephens has a financial interest and a personal interest in the Hughes Stadium annexation property rezoning decision, warrants investigation.

5. Consider the Supplemental Information for City of Fort Collins Ethics Review Board submitted by Gordon Hadfield, Esq., on behalf of Mary Satterfield Grant. This supplemental information alleges a possible new complaint against Mayor Wade Troxell regarding the National Association of Realtors Fund campaign contributions in 2017 outlining a potential conflict of interest in the Hughes Stadium property rezoning decision.

6. Other Business.

7. Adjournment.

As the majority of Council may attend this meeting, the meeting is also being regarded as a meeting of the City Council for the purposes of this notice.

The City of Fort Collins will make reasonable accommodations for access to City services, programs, and activities and will make special communication arrangements for persons with disabilities. Please contact the City Attorney's Office to arrange for such services at 970-221-6520 or caoadmin@fcgov.com. Auxiliary aids and services are available for persons with disabilities. V/TDD: Dial 711 for Relay Colorado.

Fort Collins City Attorney
Posted: December 12, 2019
(970) 221-6520

# Ethics Review Board Meeting Minutes
## July 29, 2019
## 6:15 p.m.

Members in Attendance: Board members Ken Summers, Julie Pignataro and Kristin Stephens. Staff in Attendance: Carrie Daggett, City Attorney; John Duval, Deputy City Attorney; Jeanne Sanford, Paralegal; Delynn Coldiron, City Clerk

Public in Attendance: Fort Collins citizens Jim Jantee, Lori Brunswig and 3 other unidentified citizens.

A meeting of the City Council Ethics Review Board ("Board") was held on Monday, July 29, 2019, at 6:15 p.m. in the CIC Room, City Hall West.

The meeting began at 6:15 p.m. The Board reviewed the Agenda which contained the following items:

1. Review and Approval of the April 26, 2019 Minutes of the Ethics Review Board.

2. Consider if a complaint filed on July 17, 2019, by Christine Pardee, making various allegations regarding the conduct of Mayor Wade Troxell, sufficiently alleges a violation of state or local ethics laws and should be further investigated.

3. Consideration of proposed increase in time for Ethics Review Board screening of ethics complaints.

4. Other Business.

5. Adjournment.

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Mayor Pro Tem Stephens announced this was an Ethics Review Board Meeting on July 29, 2019 at 6:15 p.m. and after roll call, declared that a quorum of the Board was present.

Ms. Stephens asked if any members of the public wished to speak.

Jim Jantee of Fort Collins spoke that his neighborhood action committee received an email that Christine Pardee resigned from the Planning & Zoning Board due to alleged harassment by Gino Campana. He then discussed that Councilmember Martinez and Mayor Troxell appeared at the Board. Mr. Jantee asked if serving on boards and commissions was a volunteer situation. He had concerns that since the Ethics Board doesn't meet often, maybe this matter could get resolved between parties without this hearing.

Mayor Pro Tem Stephens answered that board and commission members are volunteers and this complaint was brought to the Ethics Review Board.

Fort Collins citizen Lori Brusnwig stated even though Christine Pardee was not able to appear tonight, it was clear after talking to her that she experienced intimidation and threats because she stood in Mayor Troxell's way of getting what he wanted. Ms. Brunswig stated she has experienced Mayor Troxell retaliating against her as well. She was here to say that she believes it is not possible for the members of this Ethics Review Board, as much as she respects the positions and abilities to be fair, to be fair and impartial since they work so closely with Mayor Troxell.

Mayor Pro Tem Stephens then stated the Board would look at the complaint and discuss the allegations lodged by Ms. Pardee.

Deputy City Attorney Duval stated he would first explain the process. City Code Section 2-569 governs how the Ethics Review Board considers these kinds of complaints. The first task is to review the complaint and facts; the Board now has to decide if the allegations are true and if a more formal investigation is necessary. Mr. Duval explained the Board is not here to decide if a violation has occurred, but to just decide if a more formal investigation is warranted. Mr. Duval advised that the Board has Ms. Pardee's written complaint, as well as audio of a P&Z work session where her allegations are directed.

DRAFT

Mr. Duval then explained the first allegation is tied to the provisions of City Code and speaks about discrimination, but it is a little unclear if Mayor Troxell was at that July 2 meeting and if Ms. Pardee was asserting that. There was no evidence brought in her complaint to that effect.

Councilmember Pignataro stated she remembers participants trying to discuss other things outside the appellant land use code and such discussions were stopped.

City Attorney Daggett then provided information about what happened at that hearing. Bill Whitley asked to speak and Mayor Troxell decided he was not a party in interest in the Sunshine House so he was not allowed to speak.

Deputy City Attorney Duval stated the second allegation was based on the denial of due process.

The third allegation was based on the destruction of government operations – under State statute – that the Mayor intentionally obstructed the P& Z Board's function. Deputy City Attorney Duval stated the referenced statute in the Complaint is actually a state criminal statute so this would have to be referred to the District Attorney and prosecuted by him. Mr. Duval directed the Board that a copy of that statute was in the provided materials.

Mayor Pro Tem Stephen stated this is not in our purview to consider and Mr. Duval agreed this is not in our ethics code.

The fourth allegation was discussed – obstruction of government operations. Mr. Duval explained the referenced Code section is contained in Chapter 13, which deals with discrimination in employment and housing, and does not relate to this subject.

The fifth allegation was that Mayor Troxell violated the First Amendment – freedom of speech. Mr. Duval explained these are not provisions in the City Code or State Code of Ethics. Ms. Pardee would need another venue on these types of claims, i.e., a civil lawsuit would have to be brought in federal court. This is not the venue to make these decisions on First Amendment rights.

Mayor Pro Tem Stephens then stated the Board will start with the first discrimination complaint. Ms. Stephens explained that having been at that appeal hearing, Councilmembers and participants in the appeal can only bring up matters from the record of P&Z meetings and not new material. Participants were held to discussing what was on the record and that is normal for an appeal; that is how an appeal is conducted.

Councilmember Pignataro discussed that the appeal process is being looked at by Council in October. Council wants to make sure that it is a fair process for the appellant, since they are not experts. Ms. Pignataro explained the whole appeals process will be looked at towards fairness.

Councilmember Summers stated it is important to remember an appeals hearing is a quasi-judicial process with stringent guidelines and not dissimilar to what the Ethics Review Board is bound by.

City Attorney Daggett spoke that the focus of reviewing the appeal process will be on eliminating confusion regarding the Code and how to make it flow better. Ms. Daggett explained that she and City Clerk Coldiron were talking about looking at the City Clerk's appeal guidelines and how to make them more user-friendly. The goal is to have a fair appeal hearing which doesn't help/hurt either side.

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Councilmember Summers explained the Mayor is looked at in his role as Chair of Council, while he does have the authority to make determinations, those decisions are not without the right of appeal. If we feel he is not acting along guidelines, etc., then any councilmember could appeal the decision of the Chair and can overrule the Chair.

Councilmember Pignataro stated there is a system of checks and balances. Ms. Pignataro further stated that as we look at allegations against the Mayor in that context, it is important to understand his responsibilities, but note there is accountability as well.

Deputy City Attorney Duval noted in the rules of procedure, one can overrule the Mayor on new evidence.

Mayor Pro Tem Stephens did not feel that situation was relevant in this setting. There was no personal benefit or gain from the decision. Ms. Stephens then asked, is there financial or personal benefit for a decision made? Ms. Stephens did not see this falling under any of those rules and stated the Ethics Review Board is not a criminal court so we cannot pass judgment on these

allegations. Ms. Stephens asked if there was a violation of state or local ethic rules? That's what this Board is here to find out. Ms. Stephens stated that none of these allegations fall under the category of a Mayor making a decision at a hearing; the City Code and Charter do not apply to these allegations.

Mayor Pro Tem Stephens discussed the denial of due process and stated it is not clear what the complaint is. The allegation is not really related to the state or City ethics provisions cited.

Ms. Stephens then discussed the third allegation - obstruction of government operations. This refers to a state statute which is not part of our ethics section and is actually a criminal statute. Ms. Stephens stated the Board does not need to discuss this as it is not part of our purview.

Ms. Stephens stated, after listening to the audio of the P&Z work session, the Mayor simply reminded the participants to follow the Land Use Code. Someone on the audio said it was a "scolding", but there were no threats, harsh words, etc. Ray Martinez was actually very complimentary to the Board and apologized if that's what it sounded like. The Mayor just reiterated what Ray Martinez said. Ms. Stephens explained it is not unusual to state a reminder on what is appropriate at a meeting.

Councilmember Pignataro described that part of the reason Ray Martinez and Mayor Troxell came and talked at the meeting was because many P&Z Board Members were abstaining from voting which was starting to affect the Board. Ms. Pignataro explained that part of volunteerism is to make those tough decisions and that is what she felt Ray Martinez and the Mayor were trying to do, which was trying to remind the P&Z board members what their job was.

DRAFT

Councilmember Summers explained it was important to note that no private meetings happened. Mr. Summers explained this case had a lot of dynamics and emotions, etc., and it seemed appropriate to try to give some reassurance, guidance and coaching on how to approach this issue.

Mayor Pro Tem Stephens discussed the fourth allegation which cited City Code Section 13-20 but stated since this Code section applies to housing and employment, it doesn't apply here.

Deputy City Attorney Duval discussed the fifth item – violation of First Amendment freedom of speech. The Complaint alleges what was said was chilling and the P&Z board members were not able to render a decision or speak their minds.

Mr. Duval explained the P&Z Board's decisions are bound by the City's Land Use Code. This allegation does not relate to state or City ethics provisions.

Mayor Pro Tem Stephens stated she did not personally see a violation of First Amendment rights.

Councilmember Pignataro agreed and stated after listening to the audio, does not see that either. Ms. Pardee was listening by phone at the meeting and there was an open discussion in the room;

there was no stifling of talk. Ms. Pignataro stated there was no intent to stifle and stated this allegation cannot be tied to a state or City ethics rule.

Mayor Pro Tem Stephens stated she wanted to thank the members of the public who came out tonight. Ms. Stephens reiterated she did not hear intimidation or threats during the P&Z meeting. She specifically listed to the audio tape because she was concerned about the allegations and stated the Board would hold a councilmember accountable if threats were made. Ms. Stephens stated she does not take those allegations lightly but does not see evidence of discrimination or threats here.

Deputy City Attorney Duval asked the Board if they felt further investigation was warranted into the Complaint. The Board stated no further investigations were warranted because the allegations do not violate any city or state ethics rules.

Councilmember Summers then made a motion that further investigation into this ethics complaint is not warranted. Councilmember Pignataro seconded the motion. The Board adopted the motion unanimously (3-0). The Board stated this matter was now to be closed.

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Next item up for discussion was a consideration to change the timeframe in which to schedule an Ethics Review Board meeting under City Code Section 2-569(d)(1).

City Attorney Carrie Daggett discussed the tight timeline to schedule Ethics Review Board meetings. Ms. Daggett explained, as the Code is currently set, the Ethics Review Board meeting must be set within 10 days after a complaint comes in. and explained this has proven to be very tough and unworkable with everyone's schedules. In addition to setting the meeting, getting the background materials out and notices sent to the complainant and subjects is also a consideration. Ms. Daggett stated having more time to accomplish these tasks would be very helpful.

The Board unanimously recommended modifying the Code language to, "no more than 30 days unless extenuating circumstances arise, then an extra 14 days would be allowed after that."

City Attorney Daggett stated she would draft an ordinance for the August 20, 2019 Council meeting and would represent in the recitals that the Ethics Review Board recommended this action.

No other business was discussed.

The meeting adjourned at 7:44 p.m.

# AGENDA ITEM SUMMARY

Ethics Review Board

December 16, 2019

## STAFF

Carrie Daggett, City Attorney
Ingrid Decker, Sr. Assistant City Attorney

## SUBJECT

Consideration in accordance with City Code Section 2-569(d)(1) of whether a complaint filed on November 14, 2019, by Nicolas Murphy Frey and Mary Satterfield Grant, alleging that Mayor Wade Troxell has a financial interest and a personal interest in the Hughes Stadium annexation property rezoning decision, warrants investigation.

## EXECUTIVE SUMMARY

The purpose of this item is to complete the initial screening by the Ethics Review Board of a complaint filed with the Board under City Code Section 2-569(d), as described below.

## STAFF RECOMMENDATION

Staff recommends that the Board consider the Complaint and determine whether to proceed with an investigation of the Complaint.

## BACKGROUND / DISCUSSION

Under City Code Section 2-569(d), any person who believes a Councilmember or board or commission member has violated any provision of state law or the City Charter or City Code pertaining to ethical conduct may file a complaint with the City Clerk. After notice to the complaining party and the subject of the complaint, the Ethics Review Board then considers the complaint and whether it should be further investigated. A copy of Section 2-569 is provided as an attachment to this Agenda Item Summary.

**The Complaint:**

The Board will consider a complaint lodged with the Board through the City Attorney on November 14, 2019, by Nicolas Murphy Frey and Mary Satterfield Grant (the "Complainants"), two Fort Collins residents, against Mayor Wade Troxell (as well as against Mayor Pro Tem Kristin Stephens). The Complaint,is provided in its entirety as an attachment to this Agenda Item Summary, and it alleges Mayor Wade Troxell has a conflict of interest in the form of a financial interest and a personal interest in the Hughes Stadium annexation property rezoning decision in light of his employment at Colorado State University, which owns the property. The following is an excerpt from the Complaint summarizing Mr. Frey's and Ms. Grant's concern:

*As current employees of Colorado State University, Wade Troxell and Kristin Stephens should not be participating in the decision making process for the re-zoning of the parcel of land currently owned by Colorado State University located northwest of Overland Trail and Dixon Canyon Road (the former site of the Hughes Stadium). Each has both personal interests and financial interests as defined in Article IV, Section 9 of the City Charter (EXHIBIT 1) because a reasonably prudent person would judge that Mr. Troxell and Ms. Stephens would realize a direct and substantial benefit different in kind from that experienced by the general public. Based on these personal and financial interests in the re-zoning of this parcel of land, Mr. Troxell and Ms. Stephens should refrain from voting on, attempting to influence, or otherwise participating in such decision in any manner as an officer or employee.*

**Please note: attached are documents intended to assist the Board in working through the various elements of these questions, referred to as "Workbook" and "Flowchart for Complaint Review".**

The Complaint provides argument and description about a number of events and concerns, which are identified in the attached Workbook document.

**City Ethics Provisions:**

Generally, the ethics provisions established by the City include City Charter Article IV, Section 9, and City Code Section 2-568. These are each attached to this Agenda Item Summary for reference by the Board.

**State Ethics Provisions:**

In addition, various state laws are commonly considered ethics laws. These include Sections 24-18 101 through 105, Colorado Revised Statutes, Sections 24-18-201 through 206, Colorado Revised Statutes, Sections 18-8-302 through 308, Colorado Revised Statutes, and Sections 18-8-402 through 409, Colorado Revised Statutes, all provided as attachments to this Agenda Item Summary.

(The language of Article XXIX of the Colorado constitution – also referred to as "Amendment 41," provides that home rule municipalities that have adopted local ethics provisions addressing the topics in that provision are exempt from its application.)

**The Board Determination:**

The Board is required under the Code to evaluate the Complaint and determine by majority vote whether to formally investigate the Complaint. In doing so, the Board should consider:

1. Whether the allegations in the Complaint, if true, would constitute a violation of state or local ethical rules;
2. The reliability and sufficiency of any facts asserted in support of the allegations; and
3. Any other facts or circumstances the Board may consider relevant.

If the Board determines that the Complaint does not warrant investigation, the Board then directs staff to send written notice to the complainant of that determination and the reasoning behind it. A copy of that notice is also sent to the subject of the Complaint and the City Council.

Also attached for your reference is Resolution 2014-107, accepting advisory opinion and recommendation no. 2014-01 of the Ethics Review Board. At that time, then Councilmember Troxell had requested and advisory opinion regarding whether he would have a conflict of interest in continuing to participate in Council discussions and, ultimately, Council's vote, regarding the proposed new Colorado State University football stadium then under discussion. The conclusion at that time was that: 1) there was no indication that then Councilmember Troxell would receive any "foreseeable, measurable" financial benefit, so no financial interest was presented; and 2) there was no indication that his position of employment or the amount of his compensation would be affected by his vote or Council's decision or actions with regard to the proposed football stadium, so there was no "direct and substantial gain or detriment to him and no personal interest was presented.

**Summary:**

1. **If the Board determines that there is no potential violation of state or local ethics laws under the facts alleged, the Board should make a motion to that effect that explains the Board's reasoning, and then vote to make that determination. If the Board makes this determination, no further action is needed on the Complaint (other than the provision of notice as required in the Code).**

2. **If the Board determines that the Complaint states a potential a conflict of interest, then the Board will need to evaluate whether the facts asserted are reliable and sufficient enough to support the allegation in the Complaint that a violation occurred, making an investigation of the Complaint appropriate. The Board may have knowledge of information that contradicts the asserted facts, or there may be a lack of information needed to form a reasonable suspicion that the violation alleged in the Complaint occurred.**

3. **If there is additional information available or presented to the Board that leads the Board to conclude that the Complaint does not merit further investigation, the Board should identify that information and explain how it affects the Board's decision as to whether further investigation is warranted.**

After the completion of its review of all factors, if it has not already made a determination, the Board will need to make a motion and vote on whether it has determined that further investigation is warranted, explaining the reasoning for its decision.

**Next Steps:**

As noted above, if the Board makes this determination, no further action is needed on the Complaint (other than the provision of notice as required in the Code).

Alternatively, if the Board determines that further investigation is warranted, staff will suggest a schedule for next steps for the Board to proceed to that phase of the process. At the end of the Board's review and investigation, if any, the Board will issue an Ethics Opinion stating the outcome of its action. The Board's Ethics Opinion is then presented to the City Council for consideration and possible adoption by resolution.

## ATTACHMENTS

1. Email (Complaint) from Nicolas Murphy Frey and Mary Satterfield Grant to Delynn Coldiron, City Clerk, dated November 14, 2019 with Exhibits 1 - 8.
2. City Code Section 2-569
3. City Charter Article IV, Section 9
4. City Code Section 2-568
5. Sections 24-18-101 through 105, Colorado Revised Statutes
6. Sections 24-18-201 through 206, Colorado Revised Statutes
7. Sections 18-8-302-308, Colorado Revised Statutes
8. Sections 18-8-402-409, Colorado Revised Statutes
9. Workbook for Review of Complaint
10. Flowchart for Complaint Review
11. Resolution 2014-107, Accepting Advisory Opinion and Recommendation No. 2014-01 of the Ethics Review Board

I believe that, to the best of my knowledge, information and belief formed after reasonable reflection, the information given in this ethics complaint is accurate and factual.

I request the City of Fort Collins Ethics Review Board evaluate the information given herein which includes supplemental evidence, and to take appropriate measures in accordance with the procedures outlined in the Fort Collins Municipal Code, Section 2-569.

## COMPLAINANTS

**Nicolas Murphy Frey**

1809 Charleston Court
Fort Collins, CO 80526

Phone: (970) 215-2826

**Mary Satterfield Grant**

3427 West Elizabeth Street
Fort Collins, CO 80521

Phone: (703) 969-9555

## COMPLAINEES

**Wade O. Troxell**
**Mayor, City of Fort Collins**
**Associate Professor, Mechanical Engineering, Colorado State University**
**Director, Center for Networked Distributed Energy, Colorado State University**
**Director, RamLab, Colorado State University**

812 Rochelle Circle
Fort Collins, CO 80526

Phone: (970) 219-8940

**Kristin Stephens**
**Council Member, City of Fort Collins**
**Graduate Coordinator, Department of Statistics, Colorado State University**
**Program Assistant II, Department of Statistics, Colorado State University**

1911 Enfield Court
Fort Collins, CO 80526

Phone: (970) 581-7580

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EXHIBIT
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1

## ALLEGATIONS

As current employees of Colorado State University, Wade Troxell and Kristin Stephens should not be participating in the decision making process for the re-zoning of the parcel of land currently owned by Colorado State University located northwest of Overland Trail and Dixon Canyon Road (the former site of the Hughes Stadium). Each has both *personal interests* and *financial interests* as defined in Article IV, Section 9 of the City Charter (**EXHIBIT 1**) because a reasonably prudent person would judge that Mr. Troxell and Ms. Stephens would realize a direct and substantial benefit different in kind from that experienced by the general public. **Based on these personal and financial interests in the re-zoning of this parcel of land, Mr. Troxell and Ms. Stephens should refrain from voting on, attempting to influence, or otherwise participating in such decision in any manner as an officer or employee.**

## FACTS

(1) Wade Troxell and Kristin Stephens are currently and gainfully employed by Colorado State University. Mr. Troxell is an Associate Professor in the Mechanical Engineering department as well as the director of the Center for Networked Distributed Energy and RamLab (**EXHIBIT 2**). Ms. Stephens is the Graduate Coordinator of the Department of Statistics and Program Assistant II in the Department of Statistics (**EXHIBIT 3**).

(2) Colorado State University is the owner of a parcel of land located northwest of the intersection of South Overland Trail and Dixon Canyon Road, the former site of the Hughes Stadium.

(3) The University is attempting to sell this land to a developer (Lennar Homes) via a Purchase Agreement (**EXHIBIT 4**).

(4) The Purchase Agreement in place specifically states an "Additional Purchase Price" for every housing unit sold on the parcel of land, thus incentivizing CSU to achieve the highest zoning density possible for the developer to gain the highest sale price for said land parcel (**EXHIBIT 4 [Section 15a]**)

(5) The Purchase Agreement in place specifically enumerates a "Preliminary Entitlement Confirmation" that allows the buyer, Lennar Homes, to walk away from the Purchase Agreement as well as be reimbursed for all out-of-pocket expenses incurred during its effort to achieve the minimum number of 600 lots zoned for development on the parcel (**EXHIBIT 4 [Section 4d]**)

(6) The gainful employment of Mr. Troxell and Ms. Stephens at Colorado State University is based in part on the University's financial health, which causes them to have a personal interest in the University's ability to profit from decisions they make while in office.

(7) Specifically Mr. Troxell possess a *financial interest* in the re-zoning decision being made concerning the former Hughes Stadium site—the ability to attract top students in mechanical engineering, develop technologies in the two labs of which he is the director, and potentially bring these technologies to market hinges on the University's ability to fund these labs and capital-intensive projects which they undertake.

(8) Mr. Troxell has specifically enumerated his desire to bring University technologies to market while he is both Mayor of Fort Collins and Associate Professor in the Mechanical Engineering Department: "I focus on expanding the research enterprise in the College of Engineering and linking these efforts to technology transfer, startup companies, strategic industry partnerships, government relationships and technology-based economic consortia." **(EXHIBIT 5)**

## GOVERNING LAW

The financial success of any business is a key concern of its employees. A financially healthy business provides job stability, improved benefits, increased financial compensation, and generally has a greater ability to ensure a positive work environment.

Wade Troxell and Kristin Stephens have a direct personal interest in the financial health of CSU as their primary employer. There is no plausible argument to the contrary.

**Whether or not this personal interest in the financial health of CSU constitutes a *conflict of interest*, as enumerated in Article IV, Section 9 of the City Charter, is determined by the judgement of a reasonably prudent person that an officer of the government would realize a direct (1) and substantial (2) benefit different in kind from that experienced by the general public (3).** I will break this litmus test down into its components and show that each is satisfied by the current situation in which we find Mr. Troxell and Ms. Stephens.

(1) DIRECT - we see that employees of businesses which have significant financial resources, especially those in the non-profit sector (which CSU is), generally distribute those funds in the form of investments in capital and labor. The former may be in the form of improved facilities, upgraded laboratories, new technology, improved office spaces, entirely new buildings for residential and commercial purposes, and the like. The latter may be in the form of employee benefits, increased compensation, recruitment of high-level employees, increased numbers of assistants, additional support staff and grounds keepers, and the like. All of these potential investments in capital and labor improve the quality of life of employees, in a very direct manner.

(2) SUBSTANTIAL - According to the Office of Budgets of CSU, the University spent $36,093,716 on all line items within "Education and General Research" in 2017-18 and estimates it will spend just $24,904,798 in the following 2018-19 year **(EXHIBIT 6 [page 3])**. This is a drop of 31.0% from one year to the next, and directly impacts all research activities at the University—an area of the University in which Mr. Troxell is deeply involved. The successful sale of the Hughes Stadium parcel would almost completely erase that deficit, just based on the "base price" of $10M that can be read in the portion of the purchase agreement which has not been redacted.

(3) GENERAL PUBLIC - as described above, the general public, not being employees of Colorado State University, would not share in, depend upon, nor benefit from the revenue increase CSU would realize with a successful sale of the Hughes Stadium parcel to Lennar Homes based on its Purchase Agreement.

## ANALYSIS

To further elucidate the situation and possible outcomes, I will describe **two mutually exclusive scenarios** and show the substantial economic difference between them for CSU, and then connect this difference with possible difference in financial outcomes for areas of CSU in which Mr. Troxel and Ms. Stephens are involved.

## SCENARIO 1 - Purchase Agreement Executed

Hughes Stadium parcel is successfully sold to Lennar Homes with at least 650 units of density (this would be described by the 1/2 RF and 1/2 LMN re-zoning which Mr. Troxel and Ms. Stephens voted in favor of at the City Council meeting on 11/11/19).

1/2 RF zoning allows for 81 acres of the 161 total to be developed at a maximum density of one unit per acre, meaning 81 lots total. 1/2 LMN zoning allows for a maximum density of 9 units per acre, or 720 units, erring on the more conservative approach of granting the "odd acre" in the 161 acres to the less-dense zoning classification. **That is a total of 801 units of housing possible with 1/2 RF clustered and 1/2 LMN.**

In this hypothetical scenario, the Purchase Agreement in place for the land would result in Lennar Homes paying $10M to CSU as a "base rate", another $16,000 per additional lot above 625 up to a total additional of $400,000, and an "Additional Purchase Price" (APP) for every single Home which is sold to a Homebuyer. That equates to $10,400,000 + APP as a total sale price.

The APP has been redacted, but with some rudimentary calculations, one may estimate it conservatively as follows: with a parcel containing 650 lots at a total value of $10,400,000, each lot is priced at an average of $16,000. This is the exact additional price to be conveyed for each home above 625, or to be subtracted for each home under 625—so we have a logically established "base lot rate" of $16,000. With 161 acres, and assuming clustering and increased demands for open space and drainage—estimating with a worst-case scenario of smallest lot size for lowest assumed price—we have a likely 100 acres of land within Hughes which is devoted specifically to private home plots. That means an average of 0.15 acres per home, or more likely many homes with 0.25-0.3 acre plots and many multi-family homes with similar acreage but two to four units on each.

Luxury lots (0.5 acres and up, with comparable neighboring homes valued at over $800,000) are few and far between in Fort Collins. With research done on Zillow and using their "Zestimate" calculation, one can determine that most buildable lots of this variety are around $250,000 each. Because the lots in the Hughes site will be much smaller, but in a pristine and highly desirable area, one may heavily discount the lot size but assume it generally scales with that type of $/acre. While real estate professionals will agree that a lot half the size is never half the cost—it is generally 2/3 of the cost—we will again be conservative in our estimation and say that the price scales directly with the acreage.

That means that luxury-located land in Fort Collins, similar to that of Hughes—with high-end neighborhoods The Ponds and Bella Vira located directly to the north—generally sells for about $400,000 per acre. **If we look at an average of 0.15 acre per lot, that equates to $60,000 per lot...much greater than the $16,000 per lot "base rate" which is visible within the Purchase Agreement, and makes a reasonable person believe that the APP is at least as much as the base rate, and possibly significantly more.**

As a real estate professional, I would estimate the average sale price per lot at $30,000 to $50,000, since the developer would be required to place improvements, roads, etc. **The calculations above speak to a very significant APP, and the critical reason this matters is that the DENSITY of the land—the potential total number of lots that may be developed—very directly and substantially affects the net revenue CSU will realize in its Purchase Agreement. CSU's total revenue from Lennar for 650 built and sold homes would be over $20,000,000 and possibly over $30,000,000 based on its Purchase Agreement.**

## SCENARIO 2 - Purchase Agreement Withdrawn

Hughes Stadium parcel is zoned entirely RF, which allows for a maximum of 161 units of density based on Fort Collins Land Use Code 4.3 (E) (2) (b) assuming maximum density based on a "clustered" development style and no more than one unit per gross acre of land.

In this scenario, assuming the Purchase Agreement would remain in force, CSU would earn $10,000,000 base rate MINUS $400,000 for the lower total number of plots (25 lots less than 625 multiplied by $16,000 each), and then an APP of 161 lots multiplied by an APP that we have estimated above at $14,000 to $34,000.

Assuming the best possible scenario for CSU in this case, and also assuming that Lennar would not back out of the Purchase Agreement as it is specifically entitled to if the zoning density allowed is less than 600 total units, we calculate a MAXIMUM possible estimated revenue of just over $15,000,000. This aggregate revenue number is at least 25% less, and more likely closer to half, of the total revenue CSU would achieve with the higher density partial LMN zoning that was voted for by Mr. Troxell and Ms. Stephens on 11/11/19.

To be sure, however—the actual revenue number achieved would be $0.

This is because Lennar Homes, officially the second largest home construction company in the United States (according to trade publication builder.com's 2019 ranking "Builder 100 List"), is not in the business of creating luxury homes. Based on a $15,000,000 sale price to CSU, Lennar would be looking at a price of almost $100,000 per plot of land—a very high price for unimproved land with no roadways or utilities. This kind of per-plot land price for a builder means that every home constructed would be well over $500,000 to break even, and more likely closer to $1,000,000 per home.

In the current market, and looking at the high-end average home prices in the 80526 zip code of Fort Collins, achieving success at scale with that many homes and those prices would be very unlikely. It's also an endeavor which has no precedent for Lennar Homes in Colorado. Its numerous developments can be found up and down the Front Range, and generally look as most people imagine dense new-home developments do: tightly packed large homes on small land parcels, all facing each other, with little desire to capture the unique aspects of land next to mountains, topography that creates expansive views, or other "luxury features" that are more likely found in custom homes.

**These home developments are the bread and butter of developers like Lennar, and its contract with CSU is not subtle in its desire for maximum density. The listed "hurdle rate", or the rate at which the contract may be voided without penalty, is 600 homes—this number is almost four times greater than the maximum density allowed by 100% RF zoning, and would surely cause the Purchase Agreement to fall through...a disastrous outcome for the financial health of CSU.**

As these two scenarios show, CSU stands to profit greatly from the sale of the property to Lennar with density allocations of over 650 homes, or lose greatly after the failure of a Purchase Agreement in which much time and energy has been invested. This is not to mention the fact that a failure of the Purchase Agreement would likely make the land more difficult to sell to another large developer for the same price premium...and increase the likelihood that CSU is left looking for a buyer for an extended period of time and at a reduced price.

## FINANCIAL RELATIONSHIP

Mr. Troxell is the head of both the RamLab and the Center for Networked Distributed Energy at Colorado State University. As such, he has a financial interest in the money CSU spends on in-house research, as well as the staff it can devote to supporting grant writing and administrative activities which all labs must perform.

Mr. Troxell has a history of using CSU as an incubator to help identify and support new technologies. At the Manufacturing Excellence Center, Mr. Troxell helped bring these technologies to market. In Mr. Troxell's own words: "He co-founded and directed the Manufacturing Excellence Center (MEC) at Colorado State University for 10 years. MEC was a consortium of 41 laboratories and centers focused on improving the competitiveness and profitability of small to medium-sized manufacturers in Colorado." (**EXHIBIT 2**)

Ms. Stephens acts as the Graduate Coordinator of CSU's Department of Statistics in its Graduate School (**EXHIBIT 3**) and deals with "administration of National Science Foundation Grant funding" (**EXHIBIT 7**). In her role as Academic Contact and Admissions Contact within the CSU Graduate School's Statistics Department (**EXHIBIT 8**), her goal is to attract the highest quality students seeking advanced math degrees. The pursuit of that goal is strongly facilitated by offering the most compelling benefits packages to highly qualified applicants who may otherwise be looking at more elite universities.

This logical extension of incentives strikes at the heart of her conflict of interest: Ms. Stephens' job performance and, logically, security and compensation, is strongly tied to **CSU's financial ability** to attract and retain the highest level of graduate students.

CSU's research budget is anticipated to drop very significantly in both percentage terms and gross dollar terms, in an amount that is roughly equivalent to the value of CSU's Purchase Agreement with Lennar Homes. While this is just one fiscal year, the value to CSU of the former Hughes Stadium site should not be underestimated. The majority (79.6%) of CSU's revenue comes in the form of tuition (**EXHIBIT 6 [page 13]**) and therefore can only increase at general market rates. The other 20.4% of its revenue equates to a total of $83,689,592 (2017-18 ACTUAL) and is projected to drop to $63,890,847 (2018-19 ESTIMATE). That means a Hughes land sale would increase non-tuition revenue by possibly 30% to 50%, and would—by my estimates—entirely make up for the projected decreases in revenue for the University.

**The fall in CSU's revenue is almost exactly the same amount as the projected decrease in overall research funding—a direct correlation and causal relationship which cannot be ignored. Research funding is the first to get cut when revenue drops, as the majority of CSU's function is tuition instruction.**

## CONCLUSION

**It is impossible for any employee of CSU, also in a governmental position of authority, to decide impartially and without bias upon a re-zoning which might cause their employer to lose upwards of $20,000,000. The personal and financial conflicts of Mr. Troxell and Ms. Stephens, as employees of CSU, are too great to ignore.**

Based upon the aforementioned facts and analysis presented to the Ethics Review Board, I respectfully request that my claims of financial and personal conflicts of interest regarding Mr. Troxell and Ms. Stephens, in relation to the re-zoning of the former site of the Hughes Stadium, be investigated fully.

I have asserted that a reasonably prudent person would judge that both Complainees would receive some direct and substantial benefit or detriment different in kind from that experienced by the general public depending upon their decision in this re-zoning matter. If the Board agrees with my assertions and finds sufficient evidence that a (number of) conflict(s) of interest exist(s), I respectfully request that they issue an Ethics Opinion to the City Council stating this and allow time for consideration.

**While these allegations are being investigated, I respectfully request a delay in the Council's second reading of the re-zoning matter relating to the former Hughes Stadium site.** Without proper guidance from the Ethics Review Board, a final vote from the City Council and Mayor could have a shadow of suspicion and doubt cast over it by the general public's belief that allegations of conflicts of interest were not addressed in the proper manner.

As Wade Troxell stated in the press release from February 10th, 2015 announcing his intent to run for Mayor, "Narrow ideology without facing real issues won't help us move forward toward a vibrant future for all in our community." I believe that Fort Collins' elected officials are able to face the very real issues I have enumerated.

Respectfully submitted to the Ethics Review Board this fourteenth day of November, 2019.

Nicolas Murphy Frey

Mary S Grant

Mary Satterfield Grant

Section 9. - Conflicts of interest.

(a) *Definitions*. For purposes of construction of this Section 9, the following words and phrases shall have the following meanings:

*Business* means a corporation, partnership, sole proprietorship, firm, enterprise, franchise, association, organization, self-employed individual, holding company, joint stock company, receivership, trust, activity or entity.

*Financial interest* means any interest equated with money or its equivalent. *Financial interest* shall not include:

(1) the interest that an officer, employee or relative has as an employee of a business, or as a holder of an ownership interest in such business, in a decision of any public body, when the decision financially benefits or otherwise affects such business but entails no foreseeable, measurable financial benefit to the officer, employee or relative;

(2) the interest that an officer, employee or relative has as a nonsalaried officer or member of a nonprofit corporation or association or of an educational, religious, charitable, fraternal or civic organization in the holdings of such corporation, association or organization;

(3) the interest that an officer, employee or relative has as a recipient of public services when such services are generally provided by the city on the same terms and conditions to all similarly situated citizens, regardless of whether such recipient is an officer, employee or relative;

(4) the interest that an officer, employee or relative has as a recipient of a commercially reasonable loan made in the ordinary course of business by a lending institution, in such lending institution;

(5) the interest that an officer, employee or relative has as a shareholder in a mutual or common investment fund in the holdings of such fund unless the shareholder actively participates in the management of such fund;

(6) the interest that an officer, employee or relative has as a policyholder in an insurance company, a depositor in a duly established savings association or bank, or a similar interest-holder, unless the discretionary act of such person, as an officer or

employee, could immediately, definitely and measurably affect the value of such policy, deposit or similar interest;

(7) the interest that an officer, employee or relative has as an owner of government-issued securities unless the discretionary act of such owner, as an officer or employee, could immediately, definitely and measurably affect the value of such securities; or

(8) the interest that an officer or employee has in the compensation received from the city for personal services provided to the city as an officer or employee.

*Officer or employee* means any person holding a position by election, appointment or employment in the service of the city, whether part-time or full-time, including a member of any authority, board, committee or commission of the city, other than an authority that is:

(1) established under the provisions of the Colorado Revised Statutes;

(2) governed by state statutory rules of ethical conduct; and

(3) expressly exempted from the provisions of this Article by ordinance of the Council.

*Personal interest* means any interest (other than a financial interest) by reason of which an officer or employee, or a relative of such officer or employee, would, in the judgment of a reasonably prudent person, realize or experience some direct and substantial benefit or detriment different in kind from that experienced by the general public. *Personal interest* shall not include:.

(1) the interest that an officer, employee or relative has as a member of a board, commission, committee, or authority of another governmental entity or of a nonprofit corporation or association or of an educational, religious, charitable, fraternal, or civic organization;

(2) the interest that an officer, employee or relative has in the receipt of public services when such services are generally provided by the city on the same terms and conditions to all similarly situated citizens; or

(3) the interest that an officer or employee has in the compensation, benefits, or terms and conditions of his or her employment with the city.

*Public body* means the Council or any authority, board, committee, commission, service area, department or office of the city.

*Relative* means the spouse or minor child of the officer or employee, any person claimed by the officer or employee as a dependent for income tax purposes, or any person residing in and sharing with the officer or employee the expenses of the household.

(b) *Rules of conduct concerning conflicts of interest*.

(1) *Sales to the city*. No officer or employee, or relative of such officer or employee, shall have a financial interest in the sale to the city of any real or personal property, equipment, material, supplies or services, except personal services provided to the city as an officer or employee, if:

a. such officer or employee is a member of the Council;

b. such officer or employee exercises, directly or indirectly, any decision-making authority on behalf of the city concerning such sale; or

c. in the case of services, such officer or employee exercises any supervisory authority in his or her role as a city officer or employee over the services to be rendered to the city.

(2) *Purchases from the city*. No officer, employee or relative shall, directly or indirectly, purchase any real or personal property from the city, except such property as is offered for sale at an established price, and not by bid or auction, on the same terms and conditions as to all members of the general public.

(3) *Interests in other decisions*. Any officer or employee who has, or whose relative has, a financial or personal interest in any decision of any public body of which he or she is a member or to which he or she makes recommendations, shall, upon discovery thereof, disclose such interest in the official records of the city in the manner prescribed in subsection (4) hereof, and shall refrain from voting on, attempting to influence, or otherwise participating in such decision in any manner as an officer or employee.

(4) *Disclosure procedure*. If any officer or employee has any financial or personal interest requiring disclosure under subsection (3) of this section, such person shall immediately upon discovery thereof declare such interest by delivering a written statement to the City Clerk, with copies to the City Manager and, if applicable, to the chairperson of the public body of which such person is a member, which statement shall contain the name of the officer or employee, the office or position held with the city by such person, and the nature of the interest. If said officer or employee shall

discover such financial or personal interest during the course of a meeting or in such other circumstance as to render it practically impossible to deliver such written statement prior to action upon the matter in question, said officer or employee shall immediately declare such interest by giving oral notice to all present, including a description of the nature of the interest.

(5) *Violations*. Any contract made in violation of this Section shall be voidable by the city. If voided within one (1) year of the date of execution thereof, the party obtaining payment by reason of such contract shall, if required by the city, forthwith return to the city all or any designated portion of the monies received by such individual from the city by reason of said contract, together with interest at the lawful maximum rate for interest on judgments.

(Res. No. 71-12, 2-11-71, approved, election 4-6-71; Ord. No. 155, 1988, 12-20-88, approved, election 3-7-89; Ord. No. 10, 1997, § 1, 2-4-97, approved, election 4-8-97; Ord. No. 22, 2001, § 2, 2-20-01, approved, election 4-3-01; Ord. No. 003, 2017, § 2, 1-17-17, approved, election 4-4-17)

Exhibit 2

## Contact

www.linkedin.com/in/wade-troxell-28558 (LinkedIn)
www.engr.colostate.edu/research/ (Personal)
www.engr.colostate.edu (Company)

## Top Skills

Networking
Expert Witness
Change Management

# Wade Troxell

Mayor, City of Fort Collins, Colorado
Fort Collins, Colorado

## Summary

Dr. Troxell is on the faculty in the Department of Mechanical Engineering. He is the past Associate Dean for Research and Economic Development for the College of Engineering at Colorado State University. He is a Fellow of the American Society of Mechanical Engineers (ASME) and currently serves as the mayor of the City of Fort Collins.

Dr. Troxell is an internationally recognized expert in the areas of intelligent robotics and intelligent control of distributed systems. For his current research, he is Director of the Robotics and Autonomous Machines Laboratory (RamLab) and the Center for Networked Distributed Energy (NetEnergy).

Dr. Troxell has been involved in start-up enterprises and Colorado-based small to medium-sized manufacturing companies. He co-founded and directed the Manufacturing Excellence Center (MEC) at Colorado State University for 10 years. MEC was a consortium of 41 laboratories and centers focused on improving the competitiveness and profitability of small to medium-sized manufacturers in Colorado. He co-founded Sixth Dimension, Inc., a provider of network communications and real-time control technology for the electric power industry. As President/COO, he led this early-staged company through three rounds of venture financing totaling over $18 million involving some of the top U.S. venture capital firms. He left Sixth Dimension when it was acquired by Comverge, Inc in 2002 Comverge went public in 2007.

Dr. Troxell received his BS degree in Engineering Science in 1980 and his MS and Ph.D. degrees in Mechanical Engineering at Colorado State University in 1982 and 1987 respectively. After he completed his doctorate, he was a NATO Postdoctoral Fellow in the Department of Artificial Intelligence (AI) at Edinburgh University for 1987 to 1988.

## Experience

City of Fort Collins
Mayor
2015 - Present
Fort Colllins, Colorado

Served as City Council member, District 4, from April 2007 to April 2015.

Colorado State University
Associate Department Head for Development and Engagement, Mechanical Engineering
1985 - Present
Fort Collins, Colorado Area

Colorado State University
Associate Dean for Research and Economic Development, College of Engineering
2004 - December 2014 (10 years)
Fort Collins, Colorado Area

American Society of Mechanical Engineers
Past Senior VP - Knowledge and Community
2004 - 2007 (3 years)

Sixth Dimension
President/COO
1997 - December 2001 (4 years)
Fort Collins, Colorado Area

## Education

HBX | Harvard Business School
Bloomberg Harvard City Leadershp Initiative · (2017 - 2018)

Colorado State University
BS, Engineering Science · (1975 - 1980)

Colorado State University

Master's Degree, Mechanical Engineering

Colorado State University

Doctor of Philosophy (Ph.D.), Mechanical Engineering

The University of Edinburgh

NATO Postdoctoral Fellowship, Artificial Intelligence

Exhibit 3

# Kristin Stephens

Mayor Pro Tem/City Councilmember at City of Fort Collins
Fort Collins, Colorado

## Contact

www.linkedin.com/in/kristin-stephens-71070532 (LinkedIn)

## Top Skills

Fundraising
Public Speaking
Advertising

## Honors-Awards

Outstanding Achievement Award
4-H Gold Clover Leader Award
2017 Woman of Vision

## Experience

City of Fort Collins
Mayor Pro Tem/City Councilmember
April 2019 - Present

• Set the City Council Agenda as a member of the Leadership Planning Team
• Preside over meetings when the mayor is absent.
• Serve as Chair of the Poudre Fire Authority, and Chair of the Ethics Review Board. Member of the Ad Hoc Total Compensation Committee, and liaison to the CDBG, Retirement Committee, Transportation Board and Youth Board. Serve on the National League of Cities Human Development Committee.
• Appointed to serve as the City's representative to the North Front Range Metropolitan Planning Organization, and the North I-25 Coalition. Work on planning and funding of regional transportation projects.

Colorado State University
Graduate Coordinator- Dept of Statistics
September 2011 - Present
Fort Collins, Colorado Area

Poudre Fire Authority
Chair
August 2019 - Present

City of Fort Collins
City Councilmember
April 2015 - April 2019 (4 years 1 month)

Elected on April 7, 2015.

Vice Chair of Poudre Fire Authority, Futures Committee, Ethics Committee, . Liaison to CDBG, Women's Commission, Art in Public Places, Parking Advisory Board. Chair of Election Code Committee

Colorado State University- Department of Statisics and Department of Mathematics
Statistics Assistant/Grant Coordinator

September 2006 - September 2011 (5 years 1 month)

Youth Orchestra of the Rockies
Executive Director
2005 - 2006 (1 year)

Planned and coordinated all auditions, rehearsals, and performances for Youth Orchestra and Junior Strings. Created public relations materials including fliers, posters, mailings and advertisements. Responsible for fundraising including silent auction, direct mail and grant writing.

Colorado State University
Manager-CSU Bookstore
1998 - 2000 (2 years)

Barnes & Noble
Assistant Manager
1995 - 1998 (3 years)

Stone Lion Bookstore
Manager
1990 - 1995 (5 years)

Hunter's Books
Manager
1989 - 1990 (1 year)
Pasadena, CA

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## Education

Colorado State University
BA, History · (1995)

Exhibit 4

# PURCHASE AND SALE 8GREEMENT

[Hughes Stadium Redevelopment)

THIS PURCHASE AND SALE AGREEMENT (this "Agreement"), the Effective Date of which is January 31, 2019, is entered into by the STATE BOARD OF AGRICULTURE OF COLORADO, now known as the BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, acting by and through COLORADO STATE UNIVERSITY ("Seller") and LENNAR COLORADO, LLC, a Colorado limited liability company ("Buyer"). Buyer and Seller will sometimes be referred to herein individually as a "Party" or together as "Parties").

## RECITALS

A. Seller is the owner of that certain real property located at 201 1 South Overland Trail, Fort Collins, Colorado, which was formerly the location of Hughes Stadium (the "Property").

B. Seller wishes to sell to Buyer the Property and Buyer wishes to purchase from Seller the Property, upon the terms and conditions hereinafter set forth,

NOW THEREFORE, in consideration of the foregoing recitals, which form a substantive part of this Agreement, and Of the premises and the mutual covenants and agreement of the Parties set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged. Buyer and Seller do hereby agree as follows:

1. Definitions. Capitalized terms that are not defined when first used in this Agreement have the meanings set forth below.

(a) Additional Purchase Price: As defined in Section 15(a).

(b) Additional Title Matter: As defined in Section 6(g).

(c) Affiliate: As defined in Section 18(d).

(d) Authorities: All federal, state and local governmental and quasigovernmental agencies, bodies, entities, boards and authorities that have jurisdiction over the Property, the furnishing of utilities or other services to the Property, or the subdivision, improvement, development, occupancy, sale or use of the Property.

(e) None.

(D Buyer's Entitlement Costs: As defined in Section 3(d).

(g) Buyer's Entitlement Work Product: As defined in Section 4(d).

City: City of Fort Collins.

(i) Closing: The act of settlement of the purchase and sale of the Lots at which Seller conveys title to Buyer by delivery of a deed and Buyer delivers the Purchase Price to Seller. The Parties contemplate that there will be one Closing.

O) Closing Date: As defined in Section 5(a).

(k) Commitment: As defined in Section 6(a).

(l)Confidentipl Information: As defined in Section 17(a).

(m) CORA: As defined in Section 17(c).

(n) Deposit: Two Hundred and Fifty Thousand Dollars ($250,000.00), as more particularly specified in Section 3(a).

(o) Disclosing Party: As defined in Section 7(a).

(p) Pistrict•. As defined in Section 4(g).

(q) Documents; As defined in Section 4(c).

(r) Effective Date: The date on which both Parties have delivered to the other a fully executed original of this Agreement. The Effective Date shall be filled in above upon establishment of the Effective Date.

(s) Escrow Agent or Title Company: Fidelity National Title Company, 3500 John F. Kennedy Pkwy., Ste. 100, Fort Collins, co 80525.

(t)Existing Survey: As defined in Section 6(e).

(u) Period: The period beginning on the Effective Date and expiring on 5:00 p.m. MDT, on the ninetieth (90th) day after the Effective Date.

(v) Financial Records: As defined in Section 15(d).

(w) Final Plat: As defined in Section 4(e).

(x) Home: The home types that Buyer intends to build on the Lots.

(y) Indemnified Party: As defined in Section 4(c).

(z) Initial Concept Plan: Buyer's initial concept plan for development of the Hughes Subdivision as set forth in the Response to Hughes Stadium Master Developer RFP dated June 8, 2018.

(aa) Initial Title Materi*.• As defined in Section 6(a).

(bb) Legal Requirements: The rules, regulations, laws, ordinances, standards, approved plans and other requirements of the Authorities.

(cc) loetter or Credit: As defined in Section 3(a).

(dd) LgE: A proposed number Of six hundred twenty-five (625) lots, which may be increased or decreased pursuant to the Final Plat as described herein, to be developed as townhomes, paired homes and detached single family residences.

(ee) Material Event Termination Notice: As defined in Section 7.

(ff) Maximum Seller Liability: As defined in Section 14(b)

(gg) Net Profits: As defined in Section 15(b).

(hh) Outside Closing Date: 5:00 p.m. MDT, October 30, 2020, at which time this Agreement shall automatically terminate if Closing has not been consummated before such time. Upon such termination, the Parties shall have such rights and responsibilities as are otherwise set forth in this Agreement.

(ii) Permitted Exceptions: As defined in Section 6(h).

(jj) Preliminary Entitlement Confirmation: As defined in Section

(kk) Preliminary Entitlement Confirmation Deadline: As defined in Section 4(d).

(ll) Preliminary Entitlement Reimbursement: As defined in Section 4(d).

(mm) Project Approvals: As defined in Section 4(e).

(nn) EssLAppægLE.Æ.iQd: As defined in Section 40.

(oo) Project Documents: As defined in Section 4(e).

(pp) Property: The parcel of real property currently containing approximately one hundred sixty-one (161) acres located at 201 1 South Overland Trail, City of Fort Collins, Larimer County, Colorado, as more particularly described and depicted on Exhibit A attached hereto, including Seller's interest, if any, in all mineral, oil, gas, gravel, geothermal, and ground water rights appurtenant

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thereto; together with all contracts and contract rights, studies, materials and plans, including architectural, landscaping, grading, and other plans, specifications and reports applicable to the Lots; all easements, rights of way, permits. approvals, privileges and entitlements appurtenant thereto and all right, title and interest in and to all streets and water courses adjacent to, abutting or serving the real property.

(qq) The proposed development of the Property into a desired number Of six hundred twenty-five (625) Lots, to be developed into single family detached, paired, and townhome Homes, with plans for low

maintenance Homes and "Next Gen" Homes, together with planned significant trail systems, parks and open space tracts, with a central civic park to memorialize the former Hughes Stadium, and associated retail uses, to be known as the "Hughes Subdivision".

(rr) Purchase Pcie». The amount to be paid to Seller as provided in Section 3(b).

(SS) Representative* As defined in Section 17(a).

(tt) ReciDieng: As defined in Section 17(a).

(uu) Retail Closing: The closing between Buyer or its successor and a third-party homebuyer of a Lot with a completed Home thereon.

(vv) Sales Price(s): The purchase price for a Home(s) paid by a third party homebuyer at a Retail Closing, based upon the closing settlement statement (formerly known as a "HUD-I "). (ww) Suitability Notice: As defined in Section 4(b).

(xx) Title Review Period: As defined in Section 6(c).

(yy) Updated Survey; As defined in Section 6(e).

(zz) Warrant! Expiration Date: As defined in Section 14(b).

2. Purchase and Sple. Subject to the terms and conditions of this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property in fee simple.

3. Depositi Purchase Price.

(a) Delivery of Deposit. Within five (5) business days after the Effective Date, Buyer shall deliver to Escrow Agent the Deposit by wire transfer, or at Buyer's election, shall deliver to Escrow Agent the Deposit in the form of a letter of credit issued by

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or the benefit of Seller in the form attached hereto as X It (t e tter re It t uyer fails to deliver the Suitability Notice as provided in Section 4(b), prior to the end of the Feasibility Period, then this Agreement shall automatically terminate as of the end of the Feasibility Period and Escrow Agent shall immediately return the Deposit to Buyer at such time. After delivery of the Suitability Notice. the Deposit shall be nonrefundable to Buyer except as expressly provided in Sections 6(g)(ii), 7, 8, 9, I I(b) and I I(d) of this Agreement. The Deposit shall be held by Escrow Agent in escrow, with any cash portion held in a separate, federally-insured interest bearing account(s), and the interest shall be considered pan of the Deposit. The Deposit shall not be credited against the Purchase Price, unless during the term Of this Agreement the Letter Of Credit is substituted or replaced with a cash deposit, and then only in the amount held by the Escrow Agent and applied at Closing. If this Agreement is terminated by Buyer pursuant to Sections 4(b), 4(d), 4(e), 6(g)(ii), 7, 8, 9, I I(b) and I I(d), the Deposit then held by Escrow Agent shall be returned to Buyer by Escrow Agent, and, except as otherwise provided herein, thereafter, all further rights and obligations of the Parties under this Agreement shall terminate.

(b)Eurcbase Price. The Purchase Price for the Property payable at Closing shall be Ten Million Dollars ($10,000,000.00) ("Purchase Price"). and shall be adjusted prior to Closing as follows:

(i)based upon the number of Lots contained in the Final Plat, if fewer than sixty hundred twenty-five (625) Lots are approved in the Final Plat, then the Purchase Price would be reduced on a pro rata basis in the amount of Sixteen Thousand Dollars (S 16,000.00) per Lot less than sixty hundred twenty-five (625) Lots, up to a maximum reduction equivalent to Four Hundred Thousand Dollars ($400,000.00); (ii) if more than sixty hundred twenty-five (625) Lots are approved in the Final Plat then the Purchase Price would be increased by the amount of Sixteen Thousand Dollars ($16,000.00) per Lot more than sixty hundred twenty-five (625) Lots; and (iii) if the City allows a reduction of the amount of drainage areas in the Project from those currently shown on Buyer's Initial Concept Plan, then the Purchase Price would be increased by Eight Thousand Dollars ($8,000.00) for each such additional Lot more than sixty hundred twenty-five (625) Lots caused as a result of the reduction of the drainage areas in the Project; and

(ii)Buyer's Entitlement Costs up to a maximum of Four Hundred Thousand Dollars ($400,000.00) shall be applied as a credit against the Purchase Price, provided that Buyer shall deliver to Seller paid invoices with reasonable backup documentation.

(c)Additional Purchase Price. In addition to the Purchase Price, from and after Closing, Buyer shall pay Seller the Additional Purchase Price specified in Section 15 below.

(d)Entitlement and matting Costs. The Parties acknowledge and agree that the Purchase Price is based upon the Final Plat pursuant to the Project Documents receiving final, unappealable approval by the applicable Authorities, together with recordation thereof, on or before Closing for a minimum of six hundred twenty five (625) Lots, subject to adjustment pursuant to Section 3(b) (or if appeal is taken, such appeal has been resolved to the commercially reasonable satisfaction of Buyer). Buyer shall be responsible for all costs of

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preparation and submittal of the Final Plat and Project Documents, and to pay any fees imposed by the Authorities as a condition to final approval of Final Plat and Project Documents and the costs charged by the County Clerk and Recorder for recordation of the Final Plat, and any park and school dedication fees imposed by the Authorities at or before recordation Of the Final Plat to the extent not satisfied by open space and school dedications in the Final Plat, and any traffic impact fees or other fees or charges imposed by the Authorities at recordation of the Final Plat, expressly including any raw water requirements and City-required water resource or water capital fees. Buyer agrees to be solely responsible for such costs of rezoning, platting and engineering costs Of preparation and submittal Of the Final Plat and Project Documents incurred by Buyer (collectively, "Buyer's Entitlement Costs"). During the Feasibility Period, Buyer will present Buyer's Initial Concept Plan to the City for preliminary review and feedback.

4. Preliminary Magers.

(a)Feasibility Study. Buyer shall have the right during the Feasibility Period, to investigate title and to make such investigations, studies and tests with respect to the Property as Buyer deems necessary or appropriate to determine the feasibility of purchasing the Property. Buyer acknowledges and Seller hereby agrees that Buyer will, during the Feasibility Period and prior to Closing, have the opportunity to make "Investigations, Tests and Surveys", as hereinafter

defined, on the Property, to satisfy itself that the Property is satisfactory for Buyer's intended use. "Investigations, Tests and Surveys" means, without limitation, the following: (i) inspecting, surveying, making engineering, environmental and architectural studies, testing the soil and otherwise determining the condition of the Property; (ii) reviewing all Documents received from Seller under Section 4(c), all subdivision. zoning, and building code ordinances, rules and regulations of the City and applicable Authorities and the State of Colorado; (iii) determining that utilities, including, but without limitation, water, gas, electricity, telephone and cable television services, can be made available to adequately serve the improvements which are intended to be constructed on the Property; (iv) determining that there is or shall be adequate access to serve the Homes and retail spaces that Buyer intends to construct on the Property; (v) determining the nature, magnitude, and times due Of atl taxes, fees, charges, system development fees, tap fees, and Other costs which are or may be imposed upon the Property or Buyer by any utility company or government or quasi-government agency; (vi) determining the adequacy of water and sewer taps for the Property and service of same; (vii) determining the number, size and location of the Lots and retail spaces by submittal of a land plan to the City; and (viii) determining all other matters regarding the Property and the development thereof which Buyer deems appropriate. However, Buyer shall not engage in any physically invasive testing or inspections without Seller's prior written consent not to be unreasonably withheld or delayed. Seller wilt permit Buyer's consultants to contact the applicable Authorities in order to investigate the Property. Buyer will be fully responsible for payment of Buyer's consultant fees, costs and charges with respect to any such investigation. Buyer's obligation to purchase the Property is specifically contingent and conditional upon Buyer being satisfied in its sole and subjective discretion that the Property can be developed for the Project and that there are no impediments to the development of the Property for the Project, which would make it unprofitable, impracticable or infeasible to purchase and develop the Property for Buyer's intended use.

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(b)Feasibility Period. Buyer shall have until expiration of the Feasibility Period to satisfy itself, in its sole and subjective discretion, with respect to the conditions set forth in this Section 4. It shall be conclusively presumed that Buyer is dissatisfied with the conditions set forth in this Section 4, and the Agreement shall automatically terminate and Buyer's Deposit shall be returned by Escrow Agent unless Buyer gives written notice to Seller Of its waiver of the conditions set forth in this Section 4 (the 'Suitability Notice") prior to expiration of the Feasibility Period. In addition, at any time prior to expiration of the Feasibility Period, Buyer may, in its sole discretion, for any reason or for no reason. terminate this Agreement by written notice to Seller. Upon any such termination of this Agreement, Buyer's Deposit shall be immediately returned to Buyer, and thereafter no Party hereto shall have any further obligation or liability to the other with respect to the transactions contemplated by this Agreement except for Buyer's obligations pursuant to Sections 4(c) and 12 hereof, which shall survive termination of this Agreement. Except as otherwise provided herein, no examination of the Property will be deemed to constitute a waiver or relinquishment on Buyer's part of its rights to rely on the express covenants, representations, warranties and agreements of Seller in this Agreement.

(c)Righ$ of Entry. During the Feasibility Period and thereafter until this Agreement is terminated, Seller shall permit Buyer, its employees, agents, contractors and subcontractors (after giving Seller reasonable prior notice identifying the purpose of Buyer's entry) to enter upon the Property and while thereon make surveys, take measurements, perform soil test borings or other tests of surface and subsurface conditions, make engineering, environmental and other studies and inspect the Property. However, Buyer shall not engage in any physically invasive testing or inspections without Seller's prior written consent. Seller has made available to Buyer all material reports, surveys, tests, studies, assessments and other information regarding the Property that are in Seller's possession or control to facilitate Buyer's due diligence review of the Property (the "Documents"). Buyer shall (i) keep the Property free of any liens or third party claims resulting therefrom; (ii) defend, indemnify and hold harmless Seller and each of Seller's employees and agents, and Seller's affiliates' employees and agents (each an "Indemnified Party") from and against any and all claims, causes of action, costs (including reasonable attorneys' fees), losses, liability, or awards of any kind or nature incurred by Seller and/or an Indemnified Party caused by Buyer's entry into the Property, excluding negligent acts of Seller and pre-existing conditions in the Property not otherwise exacerbated by Buyer's entry, (iii) restore as nearly as practicable such portion of the Property damaged by Buyer's entry to substantially its condition immediately before such exercise, and (iv) maintain general liability insurance from the date hereof naming Seller as an additional insured, covering Buyer's activities on the Property in the minimum amount of $2,000,000 combined single limit for death, bodily injury and property damage, with companies and in a form reasonably satisfactory to Seller. The terms of subjections 4(c)(i) to 4(c)(iii) for the benefit of Seller shall survive the Closing or earlier termination of this Agreement.

(d)Preliminary Entitlement Confirmation. During the Feasibility Period, Buyer shall use commercially reasonable, diligent and good faith efforts to satisfy itself, in Buyer's reasonable detennination, that the City will approve the final Project Approvals (as defined below) for a minimum of six hundred (600) Lots (the "Preliminary Entitlement Confirmation"). Preliminary Entitlement Confirmation shall include preliminary approval at a public hearing, and support by City Council or the Planning and Zoning Board at a preapplication hearing. Buyer shall use commercially reasonable, good faith efforts to notify Seller in advance of any meetings or telephone conferences with City representatives that in any way pertain to its pursuit of the Preliminary Entitlement Confirmation, and shall afford Seller the opportunity to have a representative present. If, despite commercially reasonable, diligent and good faith efforts, Buyer is unable to obtain a Preliminary Entitlement Confirmation or before ninety (90) days after expiration of the Feasibility Period (the "Preliminary Entitlement Confirmation Deadline"), and

elects to terminate this Agreement by written notice to Seller on or before the Preliminary Entitlement Confirmation Deadline, as a result thereof, Buyer's Deposit shall be immediately returned to Buyer and Seller shall reimburse Buyer for Buyer's actual out-of-pocket costs and expenses incurred in connection with its efforts to obtain the Preliminary Entitlement Confirmation (and not for other Feasibility Period matters) in an amount not to exceed Four Hundred Thousand Dollars ($400,000.00), as evidenced by paid invoices with reasonable backup documentation (the "Preliminary Entitlement Reimbursement"). Within ten (10) business days after payment by Seller of the Preliminary Entitlement Reimbursement to Buyer, Buyer shall deliver or cause to be delivered, copies Of all of Buyer's Entitlement Work Product (as hereinafter defined). For purposes of this Section 4(d), "Buyer's Entitlement Work Product" means all site planning, development, platting and public improvement plans prepared by Buyer related to the Project, including any application materials related to the Preliminary Entitlement Confirmation or the Project Approvals, but not including Buyer's proprietary, privileged, or confidential information or Home plans. Buyer shall (a) take such actions and pay any legitimate outstanding sums as may be necessary to preclude any claim against Seller or the Property for any sums owing for the preparation of Buyer's Work Product, and (b) use reasonable efforts to obtain within ten (10) business days after Seller gives Buyer its written request, such consents as may be reasonably necessary to enable Seiler to utilize Buyer's Work Product; provided, that Buyer shall not be responsible for any party or consultant's refusal to provide any such consent. Buyer's Work Product shall otherwise be assigned "as is," without any representation or warranty by Buyer with respect to the accuracy or completeness of its contents. To the extent Buyer's Work Product can be assigned, Buyer's Work Product shall be deemed assigned to Seller upon the termination of this Agreement under this Section without the execution of any additional documents. The foregoing terms for the benefit of Seller shall survive the termination of this Agreement.

(e)Project Approvals. From and after the Effective Date, Buyer, at its sole cost and expense, shall use commercially reasonable, diligent and good faith efforts to obtain all necessary approvals from the City and all other applicable Authorities on or before that date which is twelve (12) months after the Effective Date (the "Project Approval Period") for the following: (i) a PUD, with applicable zoning overlay: (ii) a Subdivision Improvement Agreement for the Project; (iii) a Final Development Plan for the Property; (iv) a final plat or plats for the Property in connection with Buyer's development of the Project to be recorded in the Clerk and Recorder's Office of the County of Larimer; and (v) engineering and construction drawings and plans related thereto (collectively, the "Final Plat") (all of which will be referred to collectively as the "Project Documents"). The approval by applicable Authorities of the Project Documents, shall be referTed to herein as the ' 'Project Approvals." If required by the City, the Project Documents will be submitted to the Authorities under Seller's name as owner of the Property. The Parties acknowledge that Ray Baker will represent Seller on behalf of the Project and shall support, cooperate and assist Buyer in obtaining the Project Approvals, at no out-of-pocket cost to Seller; provided, however, that Buyer will be the "front" spokesperson for the Project with the City and will liaison with the City on behalf Of the Project. Buyer agrees to use commercially reasonable efforts to keep Seller reasonably informed of the status of its efforts to obtain the Project Approvals. The Parties acknowledge and agree that the Closing shall be conditioned on Buyer's ability to obtain the Project Approvals on or before the expiration of the Project Approval Period. In the event Buyer is unable to obtain approval of the Project Documents, despite using diligent efforts, prior to the expiration of the Project Approval Period for reasons beyond Buyer's reasonable control, Buyer may elect to either (i) terminate this Agreement upon written notice to Seller prior to the expiration of the Project Approval Period and thereafter the Parties shall have no further rights or obligations hereunder. except for those which expressly survive termination, or (ii) waive its contingency in writing prior to the expiration Of the Project Approval Period to obtain the Project Approvals and proceed to Closing, and this Agreement remains in full force and effect, or (iii) request in writing within twenty (20) days before the expiration of the Project Approval Period a one-time extension of the Project Approval Period and the Closing Date for a period of time not to exceed ninety (90) days. Notwithstanding the foregoing, Buyer will not be obligated to fund or continue with the entitlement and platting process if, in Buyer's sole but reasonable

discretion, Buyer determines during the Project Approvals Period that the City will not approve the Final Plat in conformance with Buyer's Initial Concept Plan.

(f)Seller Review. A draft of the Project Documents shall be submitted by Buyer to Ray Baker, at rbaker9217@gmail.com, on behalf of Seller, for Seller's approval, not to be unreasonably withheld before submitting the same to the City. A courtesy copy of the Project Documents shall be sent concurrently to general.counsel@coloradostate.edu. Seller shall have ten (10) business days after each such submittal to provide written notice Of any objections to same, and if Seller does not provide a written objection within such 10 business day period, then it shall be deemed that Seller has approved such submittal. After such approval or deemed approval by Seller, Buyer shall not revise the form of the Project Documents in a material way without obtaining Seller's prior approval not to be unreasonably withheld or delayed. Upon approval by Seller, Buyer shall submit the draft Project Documents to the City. Notwithstanding anything to the contrary contained in this Agreement, Buyer shall be solely responsible for the timely payment of all fees assessed by the City relating to the Project Documents and any other development of the Project as required pursuant to the Project Documents, including, without limitation, all application and permit fees, site planning, engineering costs, and recording costs and any and all school fees assessed at Final Plat, land dedication fees, district fees, cash-in-lieu payments, City financial assurances and any other fee related thereto; it being expressly agreed to by the Parties that Seller shall not be responsible for the payment of any such fees or for any penalties resulting from Buyer's failure to timely pay any such fees.

(g)District. Seller hereby acknowledges and agrees that Buyer may elect, and hereby retains the right, at its sole and absolute discretion any time after Buyer has delivered its Suitability Notice to create a new metropolitan district controlled initially by Buyer or its Affiliates, to which the Project will not be subject until after Closing for the PUQOse of funding public improvements and/or provide covenant enforcement and maintenance services for the Project as approved by the City (the "District"). Upon the inclusion of the Property within the boundaries of such District after Closing, the Project shall be subject to any and all levies and facilities fees assessed against the Project from such District. Any agreements or documents

carrying out the intent of this Section may be recorded against the Project at Closing, but not prior to Closing. Subject to the terms Of this Section, Seller will not Object or otherwise challenge inclusion of the Property now or in the future into the District. However, Seller will not actively participate in Buyer's efforts to obtain approval of the District by the City. The Parties further acknowledge and agree that the Closing shall not be conditioned on Buyer's ability to obtain approval of the District by the City.

(h)Siens: Sales Trailer: Storage of Equipment. After the end of the Feasibility Period. for so long as Buyer has not terminated this Agreement, Buyer shall have the right to place signs and a sales trailer on the Property and to conduct marketing activities thereon solely in relation to development Of the Project, all in accordance with the applicable Legal Requirements, and approved by Seller, such approval not to be unreasonably withheld or delayed. Seller shall also provide, at no cost to Buyer, adequate space on the Property for storage of construction equipment and materials that Buyer and its contractors and their subcontractors may from time to time require solely in relation to development of the Project. Such space shall be located in an area mutually acceptable to Buyer and Seller. In connection with Buyer's exercise of its rights hereunder, Buyer shall comply with all requirements as set forth in Section 4(c)(i) to (iv).

(i)Attainable Housing. During the Feasibility Period, Buyer and Seller shall use commercially reasonable, good faith effons to reach agreement regarding an allocation of a portion of thc Property for the development of attainable housing.

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(a)Closing shall take place within ten ( 10) business days after the final, unappealable approval by the applicable Authorities of the Project Documents (or if appeal is taken, such appeal has been resolved to the commercially reasonable satisfaction of the Buyer) and recordation of the Final Plat, but in no event later than the Outside Closing Date (the "Closing Date"). Closing shall occur through an escrow with Escrow Agent, whereby Seller. Buyer and their attomeys need not be physically present at the Closing and may deliver documents by overnight air courier or other means. The Parties acknowledge that Buyer requires five (5) business days to wire the Purchase Price after approval of the Closing settlement statement.

(b)Subject to the adjustments provided for herein, any credit of the cash portion of the Deposit at Closing as provided in Section 3(a) and a credit at Closing of Buyer's Entitlement Costs in accordance with Section 3(b)(ii), Buyer shall pay at Closing the Purchase Price by cashier's or title company check or wired funds.

(c)Upon delivery of the Purchase Price, the Parties shall execute, acknowledge, and deliver the Closing documents set forth on Exhibit D.

(d)Each Party shall execute, acknowledge, enseal and deliver, after the Effective Date, including at or after Closing, such further reasonable and customary assurances, instruments and documents as the Escrow Agent may reasonably request in order to fulfill the intent of this Agreement and the transactions contemplated hereby.

(e)All real estate taxes, and all other public or governmental charges and public or private assessments against the Property which are or may be payable on an annual basis (including metropolitan district, sanitary commission, benefit charges, liens or encumbrances for sewer, water, drainage or other public improvements whether completed or commenced on or prior to the Effective Date or subsequent thereto), shall be adjusted and prorated between the Parties as of the day prior to Closing and paid by Seller at Closing (as a credit to Buyer) and shall from and

after Closing be assumed and paid by Buyer, whether or not assessments have been levied as of the date of Closing. Any tax proration based on an estimate shall be final. The obligation to adjust shall survive Closing.

(f)The cost of documentary stamps, transfer taxes and recording fees shall be paid by Buyer. Notwithstanding the foregoing, Seller shall pay at Closing, without any contribution from Buyer, (i) any agricultural land, recapture, or roll-back tax due in connection with the conveyance or deed under any Authority's law, regulation or ordinance (or any similar tax or assessment), and (ii) the cost of preparing release documents, if any, and the recording thereof for any lien releases required to be obtained by Seller in order to convey title to the Property in accordance with Section 6.

7. Title and Survey.

(a)Commitment. Within ten (10) days following the Effective Date, Escrow Agent shall, at Seller's cost, deliver to Buyer, with a copy to Buyer's counsel, a title insurance commitment, with best available copies of all exceptions evidencing title to the Property (collectively, the "Commitment") by the Title Company. The original Commitment and any Existing Survey (as defined below), are refeffed to as the "Initial Title Materials". The list of Permitted Exceptions shall be attached hereto as Exhibit E prior to expiration of thc Feasibility Period as provided in Section 6(h).

(b)Form of Commitment. The Commitment shall be in the amount of the Purchase Price and shall be updated as provided in Section 6(d), and shall be for an ALTA Form 2006 extended coverage owner's title policy with all standard pre-printed exceptions deleted, provided that Buyer shall be responsible for any updates to the Existing Survey required by the Title Company to delete the so-called "standard title exceptions."

(c)Title Review. Buyer shall have until the date that is thirty (30) days after receipt by Buyer of the Initial Title Materials to review the Commitment and any Survey (the 'Title Review Period"). If Buyer determines that there are title exceptions or matters shown on the Survey other than those deemed to be acceptable to Buyer, Buyer shall notify Seller, in writing, of such title defects during the Title Review Period (the "Buyer's Title Objection Notice") and Seller shall have the right, within ten (10) days after receiving such notice, to elect: (i) to cure the title defect at Seller's cost and expense, or (ii) not to cure such defect (the "Seller's Title Response Notice"). Seller's failure to notify Buyer in writing within the stated time frame shall be deemed Seller's election not to cure. If Seller elects to cure, Seller shall use its commercially reasonable efforts to do so prior to Closing, and provide Buyer with an update to the Commitment demonstrating that the title defects have been cured. If Seller fails to timely cure or elects not to cure, then Buyer shall be entitled to elect to terminate this Agreement or waive such defect by delivery of written notice to Seller on or before the date that is ten (10) days after the date on which Seller's Title Response Notice was due, and if Buyer elects to terminate, Buyer shall be entitled to the return of the Deposit. If Buyer fails to timely deliver its written waiver pursuant to the preceding sentence, this Agreement shall be deemed terminated and Buyer shall be entitled to the prompt return Of its Deposit. Buyer shall not be required to object to mechanics liens, mortgages, or deeds of trust caused by Seller, and the Parties agree that such items will be released at Seller's expense as of Closing.

(d)Jpdpqed Commitment. The Commitment shall be updated, together with legible copies of any additional matters identified therein, and shall be delivered to Buyer no less than ten (10) days before the Closing Date, unless there are no additional matters listed as Schedule B-2 exceptions in which case the update may be delivered at the Closing. Unless caused by Buyer or its employees, agents, contractors or subcontractors, if any updated Commitment discloses any new requirement, defect, encumbrances or other adverse matter that is not a Permitted Exception,

then Buyer shall notify Seller in writing of the new title defects on or before Closing. The procedures set forth in Section 6(c) shall be applicable to any such new title defect, and if necessary, the Closing Date shall be extended accordingly.

(e)Survey. Within five (5) days following the Effective Date, Seller shall deliver the most recent ALTANSPS survey of the Property ("Existing Survey") to Buyer. Buyer shall have the right, but not the obligation, at Buyer's sole cost and expense, to obtain an update to the Existing Survey ("Updated Survey" and together with the Existing Survey, the 'Survey"), which such update, if obtained, shall be certified to Buyer, Seller and the Title Company, and otherwise in form sufficient to insure deletion of the standard preprinted exceptions on the title policy.

(f)Survey Review. In the event the Survey reflects easements, encroachments, rights-of-way, roads, lack of access, deficiencies, overlaps, gaps or gores between any parcels included within the Property or between the Property and any adjoining streets or roads, or other defects not contained in the Permitted Exceptions to title or other matters which preclude the use of the Property for the purposes set forth in this Agreement, then Buyer shall notify Seller, in writing, of such survey defects during the Title Review Period (the "Survey Objections"). Survey Objections shall be considered as defects in title and Seller shall have the same rights and duties relating to the remedy of such survey defects as are provided in Section 6(c) pertaining to the remedy of title defects. The procedures relating to the raising and curing of Survey Objections shall be the same procedures as are provided in Section 6(c) pertaining to title defects.

(g)Additional Title Matters. For the purposes of this Agreement, an "Additional Title Matter" is any encumbrance on. or defect in, title to the Property that is not a Permitted Exception and that was not disclosed in the Initial Title Materials (including, without limitation, matters shown on any Survey), which was not caused by Buyer or its employees, agents, contractors or subcontractors; and the "Interim Period" refers to the period of time that is between: (A) the expiration of the Feasibility Period, and (B) Closing Date. If at any time during the Interim Period, Buyer obtains knowledge (through an update to the Commitment or the Survey, the closing Commitment or otherwise) of any Additional Title Matter which is objectionable to Buyer, Buyer shall give Seller written notice (an 'Objection Notice") of its objection to the Additional Title Matter no later than five (5) business days after the date on which Buyer receives written notice of such Additional Title Matter. Any such Additional Title Matter for which Buyer does not deliver a timely Objection Notice, shall be deemed to have been accepted by Buyer and shall be a Permitted Exception. Seller shall use commercially reasonable efforts to, within five (5) business days after receipt of an Objection Notice for an Additional Title Matter caused by Seller, its employees, agents or contractors (the "Title Cure Period"), to take reasonable actions to remove or cure or, with Buyer's consent, to obtain title insurance over the Additional Title Matter subject to such Objection Notice. In the event that Closing is scheduled to occur during the Title Cure Period, the date of Closing shall, at Seller's option, be extended to a date that is not more than thirty (30) days after the delivery of the Objection Notice to enable Seller to take any such cure actions. If Seller is unable to remove or cure using commercially reasonable efforts or, with Buyer's consent, to obtain title insurance over all such Additional Title Matters prior to the end of the Title Cure Period, Buyer may, by written notice (the "Election Notice") given to Seller within five (5) business days after the end of the Title Cure Period, elect only one of the following options:

(i)accept the Property with such defects, and waive any uncured Additional Title Matters for which Buyer has delivered an Objection Notice; or

(ii)to terminate this Agreement, and upon such termination the Deposit shall be returned by Escrow Agent to Buyer, and the Parties will have no further rights, obligations and liabilities hereunder, except those rights, obligations and liabilities that expressly survive termination; provided however, if such Additional Title Matter is caused by an act of Seller after the date hereof and is not otherwise contemplated by this

Agreement, or is a matter which Seller agreed in writing, or was obligated, to cure, then Seller shall be in default hereunder and Buyer shall have Buyer's rights and remedies under Section I I (b) hereof.

If Seller does not receive an Election Notice within such 5-business day period, Buyer shall be deemed to have elected option (i) above, in this Section 6(g).

(h)Permitted Exceptions. If this Agreement is not terminated pursuant to Section 4(b), the term "Permitted Exceptions" shall mean (i) taxes and assessments for the year of Closing and subsequent years, a lien not due and payable, (ii) any matter that is disclosed in the Initial Title Materials or any Additional Title Matter which is disclosed in any updates or supplements to the Initial Title Materials and to which Buyer does not object in accordance with Sections 6(c) or (g) or to which Buyer so objects but subsequently waives (or is deemed to have waived) its objection, or consents to title insurance over such matter, (iii) the Final Plat and the Project Documents, (iv) any easements to any special or metropolitan districts, utility providers, and governmental and quasi-governmental entities required in connection with the Final Plat or the Project Documents, (v) any title exceptions or encumbrances which are created by, through or under Buyer, or which are otherwise created, approved or waived by Buyer, (vi) that certain Option and Site Lease Agreement dated May I, 2002, by and between The Colorado State Board of Agriculture acting by and through Colorado State University, a state institution of higher education, and Qwest Wireless, L.L.C., a Delaware limited liability company, and (vii) that certain Lease Agreement dated July 29, 201 1, by and between Colorado State University and the City. Notwithstanding the foregoing terms of this Section 6(h), the following items shall be excluded from the definition of "Permitted Exceptions": (l) any delinquent taxes or assessments, (2) mechanics liens, mortgages, or deeds of trust caused by

Seller, (3) the standard printed exception relating to mechanics liens caused by Seller, (4) any Other standard printed exceptions which the Title Company has agreed to delete or will delete pursuant to an issued endorsement, which Seller expressly agrees to pay.

8. Condemnation. If, after the Effective Date and prior to Closing, a portion of the Property is taken (or threatened to be taken) under the power or threat of eminent domain that (i) has the effect of reducing the aggregate value Of the Property by more than ten percent (10%) Of the Purchase Price, or (ii) impedes proposed or current access to the Property, then, in any such event, Buyer may elect to terminate this Agreement by giving written notice to Seller of its election to terminate this Agreement (a "Material Event Termination Notice") within ten (10) days after notice of such condemnation or similar proceeding, in which case the Deposit shall be returned to Buyer, and both Seller and Buyer shall be released from further responsibility hereunder. If Buyer does not give (or has no right to give) a Material Event Termination Notice within such 10-day period, then Seller shall assign to Buyer all of Seller's right to receive condemnation proceeds after Closing payable as a result of such proceeding, and Buyer shall be entitled to an abatement Of the Purchase Price in an amount equal to any condemnation proceeds received by Seller prior to Closing. Notwithstanding any provision to the contrary, in no event shall any dedication of setbacks for rights-of-way and other public areas as required by the City and disclosed in the Documents be considered a taking under the power or threat of eminent domain as intended by this Section.

9. Seller's Conditions Precedent to Closing. Seller's obligation to complete Closing shall be conditioned upon the satisfaction (or Seller's written waiver thereof) of the condition precedent set forth in this Section 8. Seller shall be entitled to waive. in writing, the condition precedent set forth herein. In the event that the condition precedent to Closing has not occurred on or before the Outside Closing Date, Seller may, at Seller's option exercised by written notice to Buyer, (i) extend the Closing for an amount of time. equal to the time it takes the responsible Party, utilizing good faith, best efforts, to satisfy the condition precedent for Closing, but no later than as specified in Section I(ii), or (ii) terminate this Agreement, in which event the Deposit shall be returned by Escrow Agent to Buyer, and, unless the failure of the subject condition precedent to Closing is due to the default of Buyer, which will be subject to the provisions Of Section I I(a), neither Party shall thereafter have any liability to the other hereunder, other than those liabilities and obligations which by the express terms of this Agreement are intended to survive such termination. The condition prccedent is as follows:

(a)Reproentations. Each of Buyer's representations and warranties as set forth in Section Error! Reference source not found. shall be materially true as of the date of Closing and Buyer shall so certify in writing at Closing.

10. Buyer's Conditions Precedent to Closing. Buyer's obligation to complete Closing shall be conditioned upon the satisfaction (or Buyer's written waiver thereof) of each of the conditions precedent set forth in this Section 9. Buyer shall be entitled to waive, in writing, each or any of the conditions precedent set forth herein. In the event that all conditions precedent to Closing have not occurred on or before the Outside Closing Date, the Parties agree that Buyer may, at Buyer's option exercised by written notice to Seller, terminate this Agreement, in which event the Deposit shall be returned by Escrow Agent to Buyer, and, unless the failure of the subject condition precedent to Closing is due to the default of Seller,

which will be subject to the provisions of Section I I(b), neither Party shall thereafter have any liability to the other hereunder, other than those liabilities and obligations which by the express terms of this Agreement are intended to survive such termination. The conditions precedent are as follows:

(a)Title Company shall deliver to Buyer or shall be unconditionally committed to issue to Buyer after Closing an extended coverage title policy (ALTA Form 2006) insuring title to the Property, without preprinted exceptions to title as set forth in Section 6(a), subject only to the Permitted Exceptions, and subject to Buyer providing any update Of the Existing Survey as required by the Title Company.

(b)MqrptorJum. There shall exist no general moratorium imposed or announced by any Authority or utility supplier that would rcsult in any Authority denying permits necessary for the development, construction, use or occupancy of the Property as a residential development or any utility supplier delaying or denying sanitary sewer, water, natural gas, electricity or telephone connections with respect to the Property.

(c)Representations. Each Of Seller's representations and warranties as set forth in Section 14(a) shall be materially true as of the date of Closing and Seller shall so certify in writing at Closing.

(d)Final Plat and Project Documents. The City and any other applicable Authorities shall have granted final, unappealable approval of the Final Plat and Project Documents (or if appeal is taken, such appeal has been resolved to the commercially reasonable satisfaction of Buyer), and the executed Final Plat has been recorded in the Clerk and Recorder's Office of Larimer County. Buyer shall use diligent and good faith efforts to record the Final Plat promptly upon approval and execution of the same.

11. Possession. At Closing, Seller shall deliver exclusive possession and occupancy of the Property to Buyer free and clear of any claims of any third parties to possession thereof, except as set forth in the Permitted Exceptions.

12. Default.

(a)Buyer Default. If Buyer is the defaulting Party, because of the difficulty in calculating damages, the Parties agree that Seller's sole and exclusive remedy at law or in equity shall be limited to the right to terminate this Agreement, to draw completely down the Letter of Credit held by Escrow Agent, and to retain the Deposit as provided in Section 3(a) as liquidated damages, and the Deposit shall be forfeited. Other than the specific remedy expressly set forth in this Section I l(a) and except for the indemnities contained in Section 4(c), Seller hereby waives any and all right and remedy, at law or in equity, to which Seller may otherwise have been entitled by reason of Buyer's default, including any right in equity to seek specific performance of this Agreement by Buyer and any right at law to seek damages from Buyer.

(b)Seller Default. If Seller fails to consummate Closing in breach of this Agreement, the Parties agree that Buyer shall have the right to elect, as its sole and exclusive remedy at law or in equity, to (i) waive such default or breach and proceed with the purchase of the Property pursuant to the remaining terms and conditions of this Agreement without any reduction of or credit against the Purchase Price; (ii) terminate this Agreement and receive a prompt return of the Deposit and reimbursement from Seller of Buyer's out-of-pocket expenses incurred in connection with this Agreement, including, without limitation, Buyer's Entitlement Costs, not to exceed $250,000.00; or (iii) pursue specific perfomance under this Agreement provided that such action must be commenced within ninety (90) days following Buyer's discovery of Seller's material

default under this Agreement. In the event of any default by Seller, or in the event Buyer shall be entitled to terminate this Agreement. or this Agreement shall otherwise terminate in accordance with the provisions hereof, the Deposit shall be immediately returned to Buyer as provided in Section 3(a), but such payment shall not limit Buyer's rights and remedies set forth above. Other than the specific remedies expressly set forth in I I(b) and I I(d), Buyer hereby waives any and all right and remedy, at law or in equity, to which Buyer may otherwise have been entitled by reason Of Seller's default, including any right at law to seek damages from Seller, except as specified herein.

IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY PUNITIVE, SPECULATIVE OR CONSEQUENTIAL DAMAGES. EXCEI'T' AS PROVIDED IN SECTION 18(t), IN NO EVENT SHALL BUYER BE ENTITLED TO RECORD THIS AGREEMENT OR ANY OTHER DOCUMENT OR (EXCEPT IN THE EVENT OF A DISPUTE ARISING OUT OF THIS AGREEMENT AS NEEDED TO ENFORCE ITS RIGHTS UNDER THIS AGREEMENT) AS A LIS PENDENS AGAINST THE PROPERTY.

(c)Cure Period. Notwithstanding the provisions of Sections I (a) and (b) above, no default by either Party hereto shall result in a termination or limitation Of any rights of such Party hereunder unless and until the other Party shall have notified the defaulting Party in writing of said default, and the defaulting Party shall have failed to cure said default within ten (10) days after the receipt of said written notice.

(d)No Adeauate Remedy. As provided in Section I I (b), it is agreed that in the event Buyer is not in default under this Agreement and Seller is the defaulting party hereunder, and Buyer desires to seek specific performance of this Agreement, but that due to Seller's intentional, affirmative conveyance of all or a portion of the Property to a third party, such specific performance is no longer a remedy available to Buyer, then this Agreement shall terminate, the Deposit shall immediately be returned to Buyer as provided in Section 3(a), and Buyer shall receive a payment from Seller of $250,000.00 as liquidated damages, which the Parties acknowledge is a reasonable estimate of Buyer's damages for lost profits and lost business opportunity or consequential damages that would be extremely difficult or impractical to determine. If this Agreement terminates as a result of the foregoing, it is agreed that the provisions of this Section shall survive any such termination.

13. Any notice to be given pursuant to this Agreement shall be given in accordance with Exhibit G.

14. Mutupl Representations. To induce each other to enter into this Agreement, each Party hereby represents and warrants to the other that (i) it has been duly authorized and empowered to enter into this Agreement and to perform fully its obligations

hereunder, (ii) such obligations constitute the valid and binding obligations of such Party, enforceable in accordance with their terms, (iii) that, except as expressly provided in this Agreement, no further consents of any other person, entity, public body or court are required in connection with this Agreement and the performance of all obligations hereunder, and (iv) it has not used the services of any real estate agent, broker or finder with respect to the transactions contemplated hereby.

15. Warrenties and Representations.

(a)Seller's Warranties and To induce Buyer to enter into this Agreement, Seller represents and warrants to Buyer:

(i)Condemnation, Rezoning or Reclassification. There is not pending, or to Seller's Actual Knowledge, threatened, any (A) condemnation proceeding or Other litigation relating to or otherwise affecting any or all Of the Property, or (B) except as contemplated by this Agreement, reclassification of any or all of the Property for local zoning purposes.

(ii)Violations. (A) There is not pending, or to Seller's Actual Knowledge, threatened, from any federal, state, county or local Authority any notice, suit or judgment relating to any violation at the Property, and (B) Seller has not received written notice from any governmental authority that there is any condition existing with respect to the Property that violates any statute. ordinance, law or code regarding zoning, building, fire, air pollution, or health law, or requiring any Smprovement, alteration, addition, correction or other work on or about the Property, whether related to the Property or to the activities of any owner or occupant thereof.

(iii)Environmental Conditions. To Seller's Actual Knowledge, and except as disclosed in any environmental assessment or other environmental report or documentation included as part of the Documents, within the last twenty-four (24) months, Seller has received no written notice alleging the presence of any "Hazardous Wastes". "Hazardous Material" and/or "Hazardous Substances" as those terms are defined under any federal, state or local law in, at, about or under the Property (collectively, "Hazardous Materials") in violation of any applicable federal, state or local environmental laws ("Environmental Laws"). For purposes of this Agreement, the term "Environmental Laws" shall include, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act ('CERCLA"), 42 U.S.C. 9601 et seq. and the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. 6901 et seq., as amended from time to time; and any similar federal, state and local laws and ordinances and the regulations and rules implementing such statutes, laws and ordinances.

(iv)Litigation. There is no foreclosure action or litigation, arbitration or proceeding pending, or to Seller's Actual Knowledge, threatened before any court or administrative agency or any other condition that relates to or affects the Property, Seller's interest therein, Seller's performance hereunder, or Buyer's intended use of the Property, or which will result in a lien, charge, encumbrance or judgment against any part of or any interest in the Property.

(v)Organization. Seller is validly existing under the laws of the State Of Colorado and has full power and authority to sell the Property.

(vi)Title. Except as provided in the Permitted Exceptions, to Seller's Actual Knowledge, the title to the Property is subject to no tenancy or other right Of use or occupancy which will remain in effect at or after Closing.

(vii)Restrictions. Except as disclosed in the Documents delivered to Buyer hereunder, including, without limitation, the Option and Site Lease Agreement and the City Lease, to Seller's Actual Knowledge, Seller has not entered into any unrecorded restrictions relating to the development of the Property as contemplated hereunder that would have a material, adverse impact on Buyer's intended use of the Property.

(viii)No preach. The execution and delivery of this Agreement by Seller, the execution and delivery of every other document and instrument delivered pursuant hereto by or on behalf of Seller, and the consummation of the transactions contemplated hereby do not and will not (A) constitute or result in the breach of or default under any oral or written agreement to which Seller is a party or which affects the Property; (B) constitute or result in a violation of any order, decree, or injunction with respect to which Seller and/or the Property is bound; (C) cause or entitle any Party to have a right to accelerate or declare a default under any oral or written agreement to which Seller is a party or which affects the Property; and/or (D) violate any provision of any municipal, state or federal law, statutory or otherwise, to which Seller or the Property is or may be subject.

(ix)NO Assessments. There are no special, general, or other assessments pending or, to Seller's Actual Knowledge, threatened against the Property. All installments of any pending assessments due and payable on or before the Closing Date will be paid by Seller on or before Closing.

(x)NO Contracts. Seller has not entered into any other contracts, agreements or understandings, verbal or written, for the sale or transfer of any portion of the Property which are in existence as of the Effective Date. Between the date of this Agreement and Closing, no part of the Property will be alienated, encumbered or transferred by Seller.

(xi)No Commitments. Except as disclosed in the Documents delivered to Buyer hereunder, Seller has not made commitments to any Authority, school board, church or other religious body, or to any other organization, group or individual relating to the Property which would impose any obligations upon Buyer to make any contributions of money or land or to install or maintain any improvements or which would interfere with Buyer's ability to use, develop or improve the Property as herein contemplated.

(xii)Documents. The copies of the Documents furnished to Buyer pursuant to this Agreement are true and complete copies of the documents they purport to be. To the extent any of the Documents were not prepared by Seller, Seller is making no warranty as to the accuracy or quality of work included therein.

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For the purposes of this Section 14(a), the phrase "Seller's Actual Knowledge" and words of similar import shall mean the present, actual knowledge, without additional inquiry • or investigation being taken, of Lynn Johnson (the "Representative"). The foregoing reference to the Representative is solely for the purpose of establishing the contractual standard for Seller's knowledge. The Representative is not undertaking, and does not have, any personal obligation or liability to Buyer in connection with this Agreement.

(b)Survival. The representations and warranties of Seller set forth herein shall be true as of the Effective Date and the date of Closing and shall survive Closing for a period of one (I) year (the "Warranty Expiration Date"). Seller shall notify Buyer in writing immediately if any representation becomes untrue or misleading in light of information obtained by Seller after the Effective Date. Notwithstanding anything in this Agreement to the contrary, after Closing and subject to the Warranty Expiration Date above and the terms of Section 18(e) below, except for claims based upon fraud, the maximum aggregate liability of Seller, and the maximum aggregate amount which may be awarded to the collected by Buyer under this Agreement or any documents executed pursuant hereto or in the connection herewith, will under no circumstances whatsoever exceed two percent (2%) Of the Purchase Price ("Maximum Seller Liability"). This indemnification is in addition to any remedies set forth in Section I I.

Buyer's Warranties and **Representa**

To induce Seller to enter into this Agreement, to Buyer's knowledge represents and warrants to Seller:

(i)Organization. Buyer is a limited liability company, duly organized. validly existing and in good standing under the laws of the State of Colorado, and shall as Of Closing, have full power and authority to purchase the Property.

(ii)No Breach. The execution and delivery of this Agreement by Buyer. the execution and delivery of every other document and instrument delivered pursuant hereto by or on behalf of Buyer, and the consummation of the transactions contemplated hereby do not and will not (A) constitute or result in the breach of or default under any oral or written agreement to which Buyer is a party; (B) constitute or result in a violation of any order, decree, or injunction with respect to which Buyer is bound', (C) cause or entitle any party to have a right to accelerate or declare a default under any oral or written agreement to which Buyer is a party; and/or (D) violate any provision of any municipal, state or federal law, statutory or otherwise, to which Seller is or may be subject.

(iii)Litigation. There is no pending or threatened litigation, which would affect Buyer's ability to perform under this Agreement.

(c)As-is Provision. THE PARTIES HEREBY ACKNOWLEDGE AND AGREE AS FOLLOWS: (A) BUYER rs A SOPHISTICATED BUYER THAT IS FAMILIAR WITH THIS TYPE OF PROPERTY; (B) EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE DEED, AND/OR ANY OTHER DOCUMENT OR INSTRUMENT DELIVERED BY, OR ON BEHALF OF, SELLER AT CLOSING (THE "EXPRESS REPRESENTATIONS"), NEITHER SELLER NOR ANY OF ITS AGENTS, REPRESENTATIVES, BROKERS, OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, OR EMPLOYEES HAS MADE OR WILL MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER ORAL, OR WRITTEN, EXPRESS OR IMPLIED, wrrH RESPECT TO THE PROPERTY, AND INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY REGARDING FITNESS FOR ANY PARTICULAR PURPOSE, COMPLIANCE WITH ANY LAW, RULE, REGULATION, ORDER, OR REQUIREMENT, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, OR SUITABILITY OF THE PROPERTY, AND SELLER DISCLAIMS ALL

SUCH REPRESENTATIONS AND WARRANTIES; AND (C) THE PROPERTY IS BEING SOLD TO BUYER IN ITS PRESENT "AS-IS" CONDITION SUBJECT TO THE EXPRESS REPRESENTATIONS. SUBJECT TO THE EXPRESS REPRESENTATIONS AND THE TERMS HEREOF, BUYER WILL BE AFFORDED THE OPPORTUNITY TO MAKE ANY AND ALL INSPECTIONS OF THE PROPERTY AND SUCH RELATED MATTERS AS BUYER MAY REASONABLY DESIRE.

(d)Except for the representations made by Seller as expressly provided Section 14 above and in the deed delivered at Closing, effective on the Closing Date, Buyer and Buyer's successors and assigns, hereby release Seller from, and waive any and all claims against Seller resulting from the physical, environmental, economic or legal condition of the Property, whether arising or accruing before, on or after the date hereof and whether attributable to events or circumstances which have heretofore or may hereafter occur, including, without limitation, the following (i) any and all liabilities with respect to the structural, physical, or environmental condition of the Property; (ii) any and all liabilities relating to the release of or the presence, discovery or removal of any Hazardous Materials, or for, connected with or arising out of any and all claims or causes of action based upon any Environmental Laws, or any related claims or causes of action or any other federal, state or municipal based statutory or regulatory causes of action for environmental contamination at, in, about or under the Property; and (iii) any implied or statutory warranties or guaranties of fitness, merchantability or any other statutory or implied warranty or guaranty of any kind or nature regarding or relating to any portion of the Property.

15. Additional Purchase Price. As provided in Section 3(b), from and after Closing, Buyer agrees to pay to Seller in the manner specified below the amount of the Additional Purchase Price, as follows:

(a) Calculation of Additional Purchase Price. "Additional Purchase Price" shall mean [redacted]

(b) [redacted]

(i) [redacted]

(ii) [redacted]

(iii) [redacted]

[redacted]

(iv) [redacted]

(v) [redacted]

[redacted]

vi [redacted]

[redacted]

(vii) [redacted]

(viii) [redacted]

ix [redacted]

Notwithstanding anything in the foregoing to the contrary, the Total Costs shall not include any of the foregoing expenses to the extent funded by or otherwise reimbursed by the District or any Other public financing districts including or related to the Property.

(c) Payment ot Additional Purchase Price.

(i) Generally. The Additional Purchase Price for each Int due Seller shall be paid at the Retail Closing with respect to each Home conveyed in the Project by Buyer to a homebuyer. Along with such payment, Buyer shall deliver to Seller an accounting in the form of Exhibit H attached hereto and incorporated herein setting forth the Additional Purchase Price due Seller with respect to each Home conveyed in the Project by Buyer during the prior year.

(ii) Final Sale and Reconciliation. Within ninety (90) days after the close of escrow for the sale of the last Home in the Project (the "Final Sale"), Buyer shall complete and submit to Seller an accounting consistent with the details of the calculation Of Additional Purchase Price in this Agreement together with a check made payable to Seller in the amount of the balance of any Additional Purchase Price remaining payable for the Project. If the final accounting or any Audit (as defined below) shows any deficiency in amounts due to Seller, or any overpayment by Buyer, such deficiency shall be immediately paid by Buyer or overpayment reimbursed by Seller, as the case may be. Notwithstanding anything to the contrary herein, the Parties acknowledge and agree that the Additional Purchase price is a material consideration in Seller's agreement to sell the Property to Buyer, and Buyer agrees that it shall proceed with development of the Project and the sale of Homes with good faith and commercially reasonable efforts.

(d) Financial Records and Statements of Buyer. Buyer shall keep and maintain, or cause to be kept and maintained, accurate financial books and records for the Project in accordance with Buyer's normal accounting principles (collectively, the "Financial Records"),

provided that such Financial Records must evidence the information reasonably necessary to calculate Net Profits in accordance with Section 15(b). The Financial Records shall include all supporting documentation relative to sales and cost of sales, and shall be maintained by Buyer for three (3) years after the Final Sale. Within ten (10) business days after the written request of Seller, Buyer shall provide to Seller copies of the current Financial Records. Notwithstanding the foregoing (i) Buyer shall not be required to provide Financial Records more than once per year, and (ii) upon Buyer's request, Seller shall sign and deliver a reasonable confidentiality agreement with respect to the Financial Records.

(e)Audit. At the option of Seller and, except as set f01th below, at Seller's cost, exercised by written notice to Buyer, during the six (6) month period following the Final Sale, Buyer's books and records for the Project shall be audited by an independent certified public accountant licensed in the State of Colorado mutually agreeable to Seller and Buyer for the purpose of verifying the calculation of Net Profits and the Additional Purchase Price, if any, due Seller for the Project (the "Audit"). The Audit shall be binding upon the Parties. Buyer shall make available to the auditor at Buyer's business office, within ten (10) business days after notice of Audit, all Of the books and records of Buyer for the Project which such auditor deems necessary or desirable for the purpose of performing the Audit. Any deficiency in amounts due to Seller, or any overpayment by Buyer, as determined by the Audit, shall be immediately paid by Buyer or reimbursed by Seller, as the case may be. If the Additional Purchase Price due to Seller, as determined by the Audit, is at least one hundred ten percent (110%) of the amount theretofore paid by Buyer, Buyer shall also pay to Seller the reasonable cost of the Audit

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(f)Early Transfer. Any sale, conveyance, exchange or transfer of all or any portion Of the Property by Buyer prior to a Retail Closing shall be deemed to be an "Early Transfer"; provided, however, an Early Transfer shall not be deemed to have occurred by reason of the fact that such portion of the Property (the "Early Transfer Property") is encumbered by a first mortgage on the Property that was funded by a lender not affiliated with Buyer to provide acquisition. development and construction financing for the Property. Buyer shall not make an Early Transfer of a portion of the Property to any patty except in accordance with the terms hereof. At least 30 days prior to the contemplated date of an Early Transfer, Buyer shall give written notice to Seller ("Buyer's Early Transfer Notice") of the proposed Early Transfer and deliver to Seller any information reasonably requested by Seller with respect to the terms of the proposed Early Transfer and the proposed transferee. Prior to the closing Of any Early Transfer. Buyer shall record in the real property records for the Early Transfer Property in Larimer County, Colorado a covenant in form reasonably acceptable to Seller providing for the payment of the Additional Purchase Price to Seller in accordance with this Section 15 upon the occurrence of a Retail Closing with respect to all or any portion of the Early Transfer Property.

16. Ancillary Covepants.

(a)Special Taxing Pistrict Disclosuce. NOTICE: In accordance with the provisions of C.R.S. 98-35.7-101(1), Seller provides the following disclosure to Buyer:

SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL

LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY LOCATED BY CONTACTING THE couNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY, AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.

(b)Water Disclosure. In accordance with the provisions Of C.R.S. 98-35.7-104, Seller provides the following disclosure to Buyer:

THE SOURCE OF POTABLE WATER FOR THIS REAL ESTATE IS A WATER PROVIDER, WHICH CAN BE CONTACTED AS FOLLOWS:

| | |
|---|---|
| NAME: | City of Fort Collins |
| ADDRESS: | Utilities Customer Service 222 Laporte Ave.<br>Fort Collins, CO 80524 |
| WEBSITE; | https://www.fcgov.com |
| TELEPHONE: | 970-212-2900 |

SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NON RENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER TO DETERMINE THE LONG-TERM SUFFICIENCY OF PROVIDER'S WATER SUPPLIES.

(c)Disclosure o? Oil and Gas Activity. The following disclosure is included in accordance with C.R.S. 38-35.7-108:

THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE, AND TRANSFER OF THE SURFACE ESTATE MAY NOT INCLUDE TRANSFER OF THE MINERAL ESTATE. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OR OTHER MINERALS UNDER THE SURFACE, AND THEY MAY ENTER AND USE THE SURFACE ESTATE TO ACCESS THE MINERAL ESTATE. THE USE OF THE SURFACE ESTATE TO ACCESS THE MINERAIS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.

THE OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THIS PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS, AND GAS GATHERING AND PROCESSING FACILITIES.

THE BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION
REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THIS PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.

(d) Interstate Land Sales Full Disclosure Act and Colorado Subdivision Developers Act Exemptions. It is acknowledged and agreed by the Parties that the sale of the Property will be exempt from the provisions of the Federal Interstate Land Sales Full Disclosure Act under the exemption applicable to sale or lease of property to any person who acquires such property for the purpose of engaging in the business of constructing residential, commercial or industrial buildings or for the purpose of resale of such property to persons engaged in such business. Buyer hereby represents and warrants to Seller that it is acquiring the Property for such purposes. It is further acknowledged by the Parties that the sale of the Property will be exempt under the provisions of the Colorado Subdivision Developers Act under the exemption applicable to transfers between developers. Buyer represents and warrants to Seller that Buyer is acquiring the Property for the purpose of participating as the owner of the Property in the development, promotion and/or sale of the Property and ponions thereof.

17. Confidentiplitx.

(a)Confidential Information. Each Party shall, and shall cause its employees, agents and representatives ("Representatives") to, keep confidential and refrain

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from using, except in connection with this Agreement. all "Confidential Information" of the other Party. For purposes of this Agreement, "Confidential Information" means, with respect to a Party ("Disclosing Party") any and all such information of a confidential or proprietary nature furnished (whether in written or oral form, electronically stored or otherwise) to the other Party (the "Recipient") or the Recipient's Representatives, whether before, on or after the date hereof, including without limitation, any analyses, notes, data, compilations, summaries, forecasts, studies or other documents and materials prepared in connection with their review of, or interest in, entering into this Agreement, or their performance of any Of the services or obligations contemplated hereunder, that is identified as confidential at the time of disclosure, or the Recipient knows it is intended to remain confidential, due to its nature or the circumstance under which it is disclosed. The term "Confidential Information" will not however, include information of a Disclosing Party that (i) was or becomes publicly available other than as a result of a disclosure directly or indirectly by or on behalf of the Recipient or its Representative; (ii) was or becomes available to the Recipient on a non-confidential basis; (iii) was rightfully in the possession of the Recipient prior to disclosure by the Disclosing Party; or (iv) was developed independently without access to the Confidential Information.

(b)Non-Disclosurg. Each recipient will only disclose the Confidential Information Of the Other Party to those Representatives of such recipient who have a need to know such information in connection with the execution and performance of the Parties' respective rights and obligations under this Agreement. Anyone to whom any Confidential Information is disclosed shall be (a) advised of the existence of this Section 17 of this Agreement and of such recipient's obligations hereunder, and shall agree to be bound by the terms hereof to the same extent as if they were parties hereto, or (b) bound under a written agreement (including a pre-existing written agreement) or other legal, contractual or fiduciary obligation to protect the Confidential Information from unauthorized use and disclosure. In any event, each Patty shall, at its sole expense, take all commercially reasonable measures to restrain its Representatives from prohibited or unauthorized disclosure, distribution or use of the Confidential Information.

(c)Legally Reauired Disclosure. The Seller's obligations under this Section 17 are to the extent permitted by the Colorado Open Records Act ("CORA"). In the event a Recipient or any of its Representatives is required by law, regulation or court order to disclose any of the corresponding Disclosing Party's Confidential Information, such Recipient shall

promptly notify the Disclosing Party in writing prior to any party making any such disclosure so that thc Disclosing Party, at its sole expense, might seek a protective order or other appropriate remedy from the proper authority. Each Recipient agrees to cooperate with the corresponding Disclosing Party in seeking any such order or other remedy. Each Recipient further agrees that if the corresponding Disclosing Party is not successful in precluding the requesting legal body or authority from requiring the disclosure of any Confidential Information. such Recipient or its Representatives will furnish only that portion of the Confidential Information that it is legally required to be disclosed and will exercise its reasonable best efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information in such proceeding.

(d)Colorado Open Records Act. It is acknowledged that the Seller is subject to the requirements of CORA and Buyer shall assist and cooperate with the Seller (on request and at each Party's own expense) to enable the Seller to comply with the information disclosure requirements imposed by CORA. Where a Party receives a request for Confidential Information it shall notify the other Party in writing within three (3) business days Of receipt of such request for information.

(i)The Parties agree and acknowledge that Seller shall be responsible for determining in its absolute and sole discretion whether the Confidential Information held by it is exempt from disclosure under CORA or is to be disclosed in response to a request for information.

(ii)If Seller determines it is obligated to disclose information in response to such request for information, it shall notify Buyer of that decision as soon as reasonably possible, and in any event, at least two (2) business days before disclosure and give due consideration to any objections, without prejudice to the Seller's rights,

(iii)Notwithstanding other notification provisions in this Agreement, the notifications required by this Section may be made by any method reasonably calculated to ensure receipt, including electronic mail.

(e)press Release. Notwithstanding anything in the foregoing to the contrary, Seller and Buyer shall reasonably cooperate to draft and issue a mutually agreeable press release announcing the proposed sale of the Property following the execution of this Agreement. Seller agrees to coordinate with and afford Buyer the opportunity to participate in the press release.

18. Gengml

(a)Entire Agreement. This Agreement constitutes the final and entire Agreement between the Parties and they shall not be bound by any terms, covenants, conditions, representations or warranties not expressly contained herein. This Agreement may not be amended except by written instrument executed by both Parties.

(b)Par*ial Invalidity. If any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(c)Time of the Essence. Time is of the essence of this Agreement and the performance of the terms and conditions hereof.

(d)Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective legal representatives, successors and assigns. Buyer shall not have the right to assign the Agreement without Seller's prior written consent, which consent may be given or withheld in Seller's reasonable discretion; provided that

Buyer shall in no event be released from any of its obligations or liabilities hereunder as a result of any such approved assignment. Notwithstanding the foregoing to the contrary, Buyer is permitted to assign this Agreement, in whole or in part, without Seller's consent to an Affiliate of Buyer, provided that, (i) assignee assumes Buyer's obligations under

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this Agreement pursuant to a written agreement in form and substance reasonably acceptable to Seller; (ii) Seller receives a copy of such assignment and assumption agreement on or before three (3) business days prior to Closing and reaffirms all of the representations and warranties Of Buyer herein and (iii) Buyer shall remain liable for, and shall not be released from the performance of, Buyer's obligations under this Agreement after such assignment. Whenever reference is made in this Agreement to Seller or Buyer, such reference shall include the successors and assigns Of such party under this Agreement. For purposes Of this Section, "Affiliate" shall mean an entity that directly or indirectly through one or more intermediaries' controls, or is controlled by, or is under the common control with, the Buyer.

(e)Governmental Immunity, 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., or the Federal Tort Claims Act, 28 U.S.C. 1346(b) and 2671 , et seq., as applicable now or hereafter amended.

(D Choice or Law. 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. Any provision incorporated herein by reference which purports to negate this Section 18(f) in whole or in part shall not be valid or enforceable or available in any action at law. whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Agreement, to the extent capable of execution.

(g)Binding Arbitration Prohibited. The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Agreement or incorporated herein by reference shall be null and void.

(h)Emolovee Financial Interest. C.R.S. 24-18-201 and 24-50507. 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.

(i)No Violation of Law. The signatories aver that they are familiar with C.R.S. 18-8-301, et seq. (Bribery and Corrupt Influences) and C.R.S. 18-8- 01, et seq. (Abuse of Public Office) and that no violation of such provisions is present in this Agreement.

G) Use of "Colorado State University", "CSU" or "Hughes Stadium". Buyer may only state that the Property is located at the former Hughes Stadium site for the purpose of providing information as to the general location of the Property in advertisements concerning the Property or to refer to the Property as the "Hughes Subdivision". Except as hereinabove permitted, Buyer agrees that it shall not use or allow the use of the name "Colorado State University", 'CSV' or "Hughes Stadium" in any manner to name, designate, advertise, sell or develop the Property or in any manner or connection with the operations or businesses located or to be located on the Property. The restriction in this Section 18(j) shall survive Closing.

(k)Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(l)Headings. The headings of the Sections, subsections, paragraphs and subparagraphs hereof are provided for convenience of reference only, and shall not be considered in construing their contents.

(m)Each writing or plat or plan referred to herein as being attached hereto as an exhibit or otherwise designated herein as an exhibit is incorporated herein by reference and made a part hereof. The following exhibits are attached hereto:

| | |
|---|---|
| Exhibit A | Legal Description of Property |
| Exhibit B | Escrow Agent's Standard Escrow Provisions |
| Exhibit C | Form Deed |
| Exhibit D | Closing Documents |
| Exhibit E | Permitted Exceptions |
| Exhibit F | Additional Obligations of Seller |
| Exhibit G | Notice Addresses |
| Exhibit H | Additional Purchase Price Schedule |

(n)Time Periods. Any and all references in this Agreement to time periods which are specified by reference to a certain number of days refer to calendar days, unless "business days" is otherwise expressly provided. Therefore, if (a) the last date by which Closing is permitted to occur hereunder, or (b) any date by which a Party is required to provide the other Party with notice hereunder, occurs on a Saturday or a Sunday or a banking holiday in the jurisdiction where the Property is located, then and in any of such events, such applicable dates shall be deemed to occur, for all purposes of this Agreement, on that calendarday which is the next, succeeding day, which is not a Saturday, Sunday or banking holiday.

(o)No Partnership. Nothing in this Agreement shall be deemed in any way to create between the Parties any relationship of partnership, joint venture or association, and the Parties disclaim the existence thereof.

(p)Escrow Provisions. The Escrow Agent's actions and the Parties' obligations in regard to any escrow shall be governed by Escrow Agent's standard escrow provisions attached as Exhibit B to the extent that they are not inconsistent with this Agreement.

(q)Waivers. No Party shall be deemed to have waived the exercise of any right which it holds hereunder unless such waiver is made expressly and in writing (and no delay or omission by any Party hereto in exercising any such right shall be deemed a waiver of its

future exercise). No such waiver made as to any instance involving the exercise of any such right shall be deemed a waiver as to any other such instance, or any other such right.

(r)WAIVER OF JURY TRIAL. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SELLER AND BUYER EACH HEREBY WAIVES RIGHT TO TRIAL BY JURY m ANY ACTION OR PROCEEDING ARISING OUT OF THIS

1857W65.2

AGREEMENT AND THE RESPECTIVE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO.

(s)Facsimile and PDF Copies. Facsimile copies or PDF copies sent by email of the Agreement and any amendments hereto and any signatures thereon shall be considered for all purposes as originals.

(t)Memorandum Ol Agreement. Upon delivery of the Suitability Notice by Buyer, Seller shall be obligated to record a Memorandum Of Purchase and Sale Agreement (the "Memorandum") in the real property records of Larimer County, Colorado, evidencing: (i) Buyer's interest in the Property, and (ii) Buyer's and/or its successor's obligation to pay the Additional Purchase Price to Seller pursuant to Section 15 above, in a form to bc negotiated and reasonably and mutually acceptable to the Parties prior to expiration of the Feasibility Period; provided that, prior tovecording the Memorandum, Buyer will deliver a duly executed Release of the Memorandum to the Title Company to be held in escrow, and recorded by the Title Company in the event Of termination of this Agreement or default by Buyer under this Agreement. After Closing. Seller shall be obligated to release the Memorandum Of record by delivery of a quit claim deed or other evidence of termination satisfactory to the title company for any Lot subject to a Retail Closing immediately upon payment by Buyer to Seller of the Additional Purchase Price applicable to such Lot pursuant to Section 5 above.

[Signatures on following page.]

IN WITNESS WHEREOF, the Parties hereto have executed under seal this Purchase and Sale Agreement as of the Effective Date.

SELLER:

THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, acting by and through COLORADO STATE UNIVERSITY

By: Anthony A. Frank
Name: Anthony A. Frank
Title: Chancellor

January 30, 2019
Date

Division of University Operations
318 Administration Building
Colorado State University
Fort Collins, CO 80523-600

LEGAL REVIEW:

By: [illegible]
Name: [illegible]
Title: General Counsel

January 30, 2019
Date

Office of the General Counsel
Colorado State University System
01 Administration Building
Fort Collins, CO 80523-0006

185709652

BUYER:

LENNAR COLORADO, LLC, a Colorado limited liabil•ty pmpany

Name: ne: Daniel J. Nickless
Title: Vice President

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The undersigned joins in the execution of the foregoing Agreement for the sole purpose of agreeing to hold and apply the Deposit subject to and in accordance with the terms of the foregoing Agreement.

ESCROW AGENT:

FIDELITY NATIONAL TITLE COMPANY

ne: Julie A. Norris
e: Closer
e: 11/31/19

By:
Nam
e:
Title:
Date:

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AGREEMENT OF SALE

by and between

THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, acting by and through COLORADO STATE UNIVERSITY, as Seller and LENNAR COLORADO, LLC, as Buyer

EXHIBIT

---

Legal Description of the Property

Beginning at the East quarter comer (E 1/4) of Section 20, Township 7 North, Range 69 West of the Sixth Principal Meridian; thence South 00° 14' West, 1390.9 feet; thence South 87°59' West, 1473.5 feet; thence South 78°25' West, 1214.3 feet; thence North 00 °28' East, 245 1.0 feet; thence North 57°44' East 66.1 feet, thence on a regular curve to the left with a radius of 336.48 feet, 149.4 feet; thence North 32° 17' East, 0.2 feet, thence on a regular curve to the left with a radius of 240.99 feet, 133.2 feet; thence North 00°27' East, I I I .2 feet; thence on a regular curve to the right with a radius Of 236.48 feet, 99.5 feet; thence North 86°23' East, 2437.4 feet; thence South 00° 14' West, 1391.7 feet to the Point of Beginning, subject to existing public road rightof-way running through the Southeast corner.

EXCEPT that portion conveyed to the City of Fort Collins in Deed recorded November 19, i 998 at Reception No. 98101735, described as follows: Considering the East line of the Southeast Quarter of said Section 20 as bearing SOO° 14' 18" W from a aluminum cap in monument box at the East Quarter corner of said Section 20 to a aluminum cap in a monument box at the Southeast corner of said Section 20 and with all bearings contained herein relative thereto; Commencing at the East Quarter corner of said Section 20; thence along said East line, S 00° 14' 1 8" E, I, 153.43 feet to the Point of Beginning; thence continuing along said East line, S 00° 14' 18" W, 237.64 feet to a point on the South line of the North half of said Southeast Quarter; thence along said South line, S 88°00'04" W, 1,473.03 feet; thence N 78°53'33" E, 1,501.23 feet to the Point of Beginning, County of Larimer, State of Colorado.

AGREEMENT OF SALE

by and between

THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, acting by and through COLORADO STATE UNIVERSITY, as Seller and LENNAR COLORADO, LLC, as Buyer

EXHIBIT

F..scrqw Provisions

1.Buyer and Seller, jointly and severally, hereby agree to indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason Of its acting as Escrow Agent under this Agreement, including, without limitation, attorneys' fees and the cost of defending any actions, suit or proceeding or resisting any claim.

2. In the event of a dispute between the Parties as to the disposition of the Deposit or any other escrow monies held by the Escrow Agent or actions taken by or contemplated by the Escrow Agent, Buyer and Seller agree to settlement of such dispute by the methods more specifically contained in the Agreement of Sale. Immediately upon receipt of written notification to the Escrow Agent of an escrow funds dispute which cannot be resolved between the Parties, including any contract default having occurred due to failure to close, Escrow Agent agrees to notify the Parties that unless the Parties mutually select an arbitrator within five (5) business days of notification, Escrow Agent will submit the matter to AAA to settle the dispute as quickly as possible. The decision and awarding of any funds by the Arbitrator shall be final and binding upon the Parties hereto. Within three (3) business days after the Arbitrator has resolved the dispute and rendered written directions, the Escrow Agent shall turn over any escrow monies together with any interest earned thereon to the appropriate party due all or part Of the funds set forth in the written directions.

Alternatively, in the event of any controversy involving the Deposit or any other escrow funds, the Escrow Holder may, upon agreement by Buyer and Seller, charge one-half of its fees and costs to Seller and one-half of its fees and costs to Buyer, and then place all or portions of the Deposit or any other escrow funds in the registry of any court of competent jurisdiction, and upon payment of such funds in to the court registry, Escrow Holder shall be released from all further liability in connection with the funds delivered.

3. The Escrow Agent shall not be bound by any other agreement whether or not it has knowledge of the existence thereof or of its terms and conditions, and is required only to hold the Deposit as herein set forth and to make payment or other disposition thereof as hereinbefore stated.

4. Escrow Agent shall not be liable for any mistakes of fact, or errors of judgment, or for any acts or omission of any kind unless caused by the willful misconduct or gross negligence of Escrow Agent.

5. Escrow Agent may resign upon ten (10) days written notice to the Parties to their addresses set forth herein. If a successor escrow agent is not appointed within a fourteen (14) day period following such resignation, the Escrow Agent may petition a court of competent jurisdiction to name a successor. The costs of such action shall be paid by Seller and Buyer on an equal basis, and shall be subject to the provisions of Section 1 hereof.

AGREEMENT OF SALE

by and between

THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, acting by and through COLORADO STATE UNIVERSITY, as Seller and LENNAR COLORADO, LLC, as Buyer

EXHIBIT C

Eorm Deed

UPON RECORDING RETURN TO:
Rebecca W. Dow, Esq.
Holland & Hart LLP
P.O. Box 8749
Denver, CO 80201

SPECIAL WARRANTY DEED

THIS DEED. dated ..... 20_. between THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, acting by and through COLORADO STATE UNIVERSITY ("Grantor"), whose address is c/o Colorado State University Research Foundation, 2537 Research Blvd, suite 200, Ft. Collins, CO 80525; and LENNAR COLORADO, LLC. a Colorado limited liability company ("Grantee"), whose address is 9193 S. Jamaica Street, 4th Fl., Englewood. CO 80112.

WITNESS, that Grantor, for and in consideration of the sum _____ OfDollars ($_____), the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto Grantee all of the real property described on Exhibit A, attached hereto and incorporated herein by this reference, located in the County of Larimer, State Of Colorado, together with improvements and appurtenances, belonging or in any way appertaining and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest. claim, and demand whatsoever of the Grantor, either in law or equity, Of, in, and to the above real property (the "Property").

Grantor does hereby covenant and agree that it shall WARRANT AND FOREVER DEFEND the title to the Property for the benefit of Grantee against all persons claiming by, through or under Grantor, subject to the matters described on Ebbjbil_Å attached hereto, and incorporated herein by this reference.

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IN WITNESS WHEREOF, Grantor has executed this deed to be effective on the date set forth above.

GRANTOR:

THE BOARD OF GOVERNORS OF THE
COLORADO STATE UNIVERSITY
SYSTEM, acting by and through
COLORADO STATE UNIVERSITY
By:_____
Name:
_____
Its:
_____

c-2

STATE OF COLORADO
) SS.
COUNTY OF
_____

The foregoing instrument was acknowledged before me this day of

20—, by as _____ -- _____ the Board of Governors of the Colorado State University System, acting by and through Colorado State Uni versity.

WITNESS my hand and official seal.

_____
Notary Public

My Commission Expires:

_____

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Exhibit A
to
Special Warranty Deed Legal Description of Property

[To be inserted prior to Closing]

## Exhibit B to
### Special Warranty Deed

Permitted Exceptions

1. TAXES FOR THE YEAR 20 AND SUBSEQUENT YEARS.

[TO be inserted prior to Closing]

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AGREEMENT OF SALE

by and between

THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, acting by and through COLORADO STATE UNIVERSITY, as Seller and LENNAR COLORADO, LLC, as Buyer

EXHIBIT p

Closing Poguments to be Delivered to Boyer

(a) If required by Title Company, a certified copy of the resolution Of Seller's Board of Directors authorizing and approving this Agreement and the transactions contemplated herein and the execution of the Agreement and the Closing documents;

(b) A special warranty deed in form attached as Exhibi: C, which conveys fee simple title to the Property;

(c) An assignment, without warranty, of Seller's rights, title and interest, if any, in all permits, plans, licenses, approvals, certificates, entitlements, development agreements and related items included within the Documents and, in each case, to the extent assignable;

(c) A Foreign Investment in Real Property Tax Act ("FIRVTA") certification in conformance with the requirements of FIRYfA;

(e) All consents which may be required from any third person or entity in connection with the sale of the Property;

(f) The Seller's Affidavit in the form required by the Title Company and reasonably acceptable to the Seller; and

(g) Such other documents or instruments as may be required by other provisions of this Agreement or reasonably required by Buyer to effectuate Closing.

All of the documents and instruments to be delivered by Seller pursuant to this Exhibit shall be in form and substance reasonably satisfactory to counsel for Buyer.

Closing Documents to be Delivered to Seller

(a) The Purchase Price;

(b) If required by Title Company, satisfactory evidence that the person or persons executing the Closing documents on behalf of Buyer have full right, power and authority to do so;

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(c) the Real Property Transfer Declaration required by applicable Colorado law;

(d) All consents which may be required from any third person or entity in connection with the purchase of the Property;

(e) The Buyer's Affidavit in the form required by the Title Company and as reasonably acceptable to Buyer;

(f) Such other documents or instruments as may be required by other provisions of this Agreement or reasonably required by Seller to effectuate Closing.

All of the documents and instruments to be delivered by Buyer pursuant to this Exhibit shall be in form and substance reasonably satisfactory to counsel for Seller.

AGREEMENT OF SALE

by and between

THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, acting by and through COLORADO STATE UNIVERSITY, as Seller and LENNAR COLORADO, LLC, as Buyer

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EXHIBIT E

Permitted Exceptions

[to be inserted during Feasibility Period]

1.TAXES FOR THE YEAR 20_ AND SUBSEQUENT YEARS.

_____

Buyer's Initials

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Date Agreed:

_____

_____

Seller's Initials

AGREEMENT OF SALE

by and between

THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, acting by and through COLORADO STATE UNIVERSITY, as Seller

and

LENNAR COLORADO, LLC, as Buyer

**EXHIBIT F**

Additional Obligations of Seller

(Insert, if any during the Feasibility Period.]

AGREEMENT OF SALE

by and between

THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, acting by and through COLORADO STATE UNIVERSITY, as Seller and LENNAR COLORADO, LLC, as Buyer

EXHIBIT G

Notige$

Any notice to be given to any Party hereto in connection with this Agreement shall be in writing and shall be deemed received (a) on the date delivered if hand delivered by receipted hand delivery or by electronic transmission, and (b) two (2) days after postmark if sent postage prepaid by certified or registered mail, return receipt requested. Notices to the Parties shall be sent to their addresses set forth below. Either Party, by written notice to the other, may change its address to which notices are to be sent. The Parties shall copy Escrow Agent on all notices sent hereunder, but failure to notify Escrow Agent shall not be deemed a failure of notice to a Party to whom notice has been given. Any default notice under this Agreement sent by electronic transmission must be followed by the delivery of a hard copy.

yuyer's Address: Lennar Colorado, LLC
9193 S. Jamaica Street, 4th Fl.
Englewood, CO 801 12
Attn: Daniel J. Nickless, Land President
Telephone: 303-486-5063
Email: daniel.nickless@lennar.com

With copy to: Rebecca W. Dow, Esq.
Holland & Hart LLP
555 17th Street, suite 3200
Denver, Colorado 80202
Telephone: 303-295-8413
Email: rdow@hollandhart.com

Escrow Agent's Address: Fidelity National Title Company
3500 John F. Kennedy Pkwy., Ste. 100
Fort Collins, CO 80525
Attention-. Julie Norris
Telephone: (970) 212-7750
Email: jnorris@fnl.com

Seller's Address: Colorado State University c/o Colorado State Uni versity Research Foundation 2537 Research Blvd., Suite 200
Fort Collins, CO 80526



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With a CODV

(o:

Telephone: Email:

Marc C. Diamant, Esq.
Brownstein Hyatt Farber Schreck, LLP
410 17th st., 22nd Floor
Denver, CO 80202-4437
Telephone: 303-223-1 132
Email: mdiamant@bhfs.com

AGREEMENT OF SALE

by and between

THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, acting by and through COLORADO STATE UNIVERSITY, as Seller and LENNAR COLORADO, LLC, as Buyer

**EXHIBIT H**

**Additional Purchase Price Payment Schedule**

**[See attached.]**

CALCULATION OF ADDITIONAL PURCHASE PRICE

Lot No. _____ Address: _____

Plan No. _____ Closing Date: _____

[redacted]

by and between

THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, acting by and through COLORADO STATE UNIVERSITY, as Seller

and

LENNAR COLORADO, LLC, as Buyer

# AGREEMENT OF SALE

## EXHIBIT 1

## Form or Leger or Credit

(See attached.]

1-1

IRREVOCABLE STANDBY LETTER OF CREDrr NO. FGAC.XXXXX

BENEFICIARY:

APPLICANT:

LC AMOUNn USDSXXXX.XX (AMOUNT IN WORDS US DOLLARS)

EXPIRATION DATE: (DAIEJ AT OUR COUNTFRS

RE:

GENTLEMEN:

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. FGAC.xxxxx IN YOUR FAVOR AT THE REQUEST AND FOR THE ACCOUNT OF [APPLICANT) IN AN AGGREGATE AMOUNT NOT TO MOUNT NOT TO EXCEED THE LC AMOUNT

GHT ON [redacted]

CCOMPANIED BY THE ORIGINAL OF THIS LETTER

EXCEED THE

THIS LETTER OF CREDIT IS AVAILABLE BY YOUR DRAFr(S) DRAWN AT SI DULY
AND MANUALLY SIGNED AND MARKED: "DRAWN UNDER
LETTER OFCREDtT NO. FOAC.XXXXX DATED MOMMI XXu zOXX•» WHEN A
OF CREDIT AND ALL ORIGINAL AMENDMENTS, IF ANY. AND THE FOLLOWING DOCUMENT(S);

BF.NFFiCIARY•s CERTIFICATE DULY AND MANUALLY SIGNED AND DATED BY AN AUTHORIZED OFFICER SIGNING AS SUCH ON ITS LETTERHEAD READING EXACTLY AS FOLLOWS-

"(I)THE AMOUNT REPRESENTED BY THE DRAFT ACCOMPANYING THIS STATEMENT IS THE AMOUNT REQUIRED TO BE PAID TO THE BENEFICIARY ON ACCOUNT OF THE DEFAULT OF (APPLICANTI UNDER THE IAGREEMENT NAME) DATED ON OR AROUND ( DATE). (THE "AGREEMENT') BY AND BETWEEN IBENFFICIARYI. AS AND (APPLICANT). AS 1-1; THAT (APPLICANT) HAS BEEN GIVEN WRITTEN NOTICE BY [BENEFICIARY) DESCRIBING THE EVENT OR CONDITION OF SUCH DEFAULT IN REASONABLE DETAIL BY CERTIFIED MAIL. RETURN RECEIPT REQUESTED; THE DEFAULT HAS NOT BEEN CURED WITHIN THE CURE PERIOD PROVIDED THEREIN, IF ANY. AND THAT [BENEFICIARY] IS NOT IN DEFAULT UNDER THE TERMS AND CONDITIONS OF THE AGREEMENT AND AS SUCH IS ENTm.ED TO BE PAID THE PROCEEDS OF THIS LETTER OF CREDIT UNDER THE TERMS OF THE AGREEMENT"

THIS LETTER OF CREDrr SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING AND SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED. AMPLIFIED OR LIMITED BY REFERENCE TO ANY DOCUMENT. INSTRUMENT OR AGREEMENT REÆRRED TO HEREIN OR IN WHICH THIS LETTER OF CREDIT IS RFFERRED TO OR WHICH THIS LETTER OF CREDIT RELATES, AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORR)RATE HEREIN ANY SUCH DOCUMENT. INSTRUMENT OR AGREEMENT.

WE HEREBY ENGAGE WITH BENEFICIARY THAT ALL SIGHT DRAFTS DRAWN UNDER AND IN CONFORMITY WITH THE

TERMS AND CONDITIONS OF THIS LETTER OF CREDIT WILL BE DULY HONORED IF DRAWN AND PRESENTED FOR PAYMENT TOGETHER WITH THE DOCUMENTS REQU[redacted] TO [redacted] BEFORE 4:00 P.M. EST ON OR BEFORE THE EXPIRATION DATE. PRESENTATIONS MAY BE MADE BY REGIS

IF DRAWN AN

IRED HEREIN
IF PRESENTED B
E TERFD OR CFRT(FIF.D MAIL. RETURN RFCEIPT REQUESTED OR BY FEDERAL EXPRESS OR ANY OTHER NATIONALLY RECOGNIZED COURIER COMPANY.

THIS LETTER OF CREDff Is SUBJECT TO AND GOVERNED BY THE LAWS OF THE STATE OF FIORIDA WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAW), AND EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN. IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTCES 1998. INIERNATIONAL CHAMBER OF COMMERCE • PUBLICATION NO. 590 ("ISP98") AND IN THE EVEtcr OF ANY CONFLICT, THE LAWS OF THE STATE OF FLORIDA WILL CONTROL.

VERY TRULY YOURS.

[redacted]

AUTHORIZED S]GNER. TITLE

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# INterview with Wade Troxell, CSU College of Engineering associate dean for research and economic development

By: InnovatioNews (//www.innovationews.com/Blog-Page/?author=4) Saturday April 5, 2014 0 comments

Fort Collins native Wade Troxell has been associate dean for research and economic development in Colorado State University's College of Engineering since 2004.

He is a professor in mechanical engineering and conducts research in the Robotics and Autonomous Machines Lab (RamLab) at CSU.

He is considered an internationally recognized expert in the areas of design as exploration, intelligent robotics and intelligent control of distributed energy systems. He is a Fellow of the American Society of Mechanical Engineers.

Wade serves on the International Cleantech Network and is a board member of the Colorado Clean Energy Cluster and the Colorado Water Innovation Cluster.

He is a Fort Collins city council member, serving since 2007.

Wade was a four-year starter at center and co-captain on the CSU football team while earning his engineering science/bioengineering degree on an athletic scholarship.

Wade has masters and doctorate degrees in mechanical engineering from Colorado State. He was a NATO Postdoctoral Fellow at Edinburgh University.

**Q: You have been an advocate for manufacturing/technology innovation and advancement throughout your career and continue to carry that forward in your city council tenure. Why is this so important to you?**

A: Wealth creation and economic well-being are key to many of the reasons that make Colorado a wonderful place to live, raise a family, work, educate and recreate. We are blessed to live in a wonderful place, rich in nature and natural amenities. Together, we need to be stewards of such a wonderful place.

I believe we are on the cusp of a golden era in Colorado -- and Fort Collins in particular -- if we can sustain this vision.

We live in a technological world. Knowledge is key to keeping pace by advancing market drivers that improve the lives and well-being of all around the world.

Colorado State University is a very high research institution, the highest research designation made by the Carnegie Foundation.

It is by having a purpose through a culture of innovation that we can make a difference in the world, whether it is energy, water, infrastructure, food or agriculture.

Fort Collins benefits greatly from this "bubbling caldron" of ideas, human energy and intellect. Let's not miss our opportunity!

**Q: Fort Collins has gained a reputation for being a truly innovative city, with its high density of startups, strong support of Rocky Mountain Innosphere and its leadership role in smart grid technology with FortZed and the smart grid conferences hosted in the city. How do you feel about the direction the city has taken,**

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Entrepreneurial by Nature

Colorado
Entrepreneurial by Nature

especially during your tenure on the council?

A: The City of Fort Collins is a great place because of its people. The City is a catalyst for place making, a convener of great initiatives and a provider of excellent services that enable its citizens to excel. The Innosphere and FortZED exemplify the triple helix ecosystem linking together the public sector, private sector and a research university for the benefit of the community. Innovation has always been key to Fort Collins' economic prosperity. As a community, we are on the cusp of a golden era.

Fort Collins is becoming a world-recognized leader in demonstrating sustainable technologies and infrastructure. Technology companies can demonstrate the beneficial use of their products and services for global customers. **CSU** faculty and students will further develop greater insight and provide breakthrough technology and understanding **into** sustainable best practices that can make an impact on a global scale. The City of Fort Collins is a catalytic partner with exceptional utilities and policies supporting sustainability using the triple bottom line.

**Q: The state of Colorado has also taken a strong role in promoting innovation and entrepreneurship with the formation of the Colorado Innovation Network (COIN) in 2012 and the Advanced Industries Grant program passed last year by the Legislature, among other steps. Are you happy with the state's progress as an innovation leader, and what more could be done?**

A: The innovation capacity in the state comes from talent and the intellectual capacity in part produced at the research universities. Working in partnership with public and private sector partners, the research universities are keys to wealth creation that serves local, state and national economic benefit. More emphasis and attention should be placed on investing in our land-grant university to have greater impact and purpose on Colorado's economic future.

**Q: The new Energy Institute is about to open in the remodeled and expanded CSU Engines Lab. What's your hope for this exciting new facility?**

A: The Energy Institute brings together CSU research faculty and students, industrial companies and federal and local public partners to address energy challenges focusing on innovative solutions. The Powerhouse Energy Campus has earned support from technology companies and industry consortia where solutions are now deployed around the world. The for-profit and non-profit solutions developed serve those in India and Africa by establishing markets for their products in these developing economies. The new facility on the Powerhouse Energy Campus provides needed expansion to engage more students and faculty with industry and government partners.

**Q: You sort of straddle the university and the city in your daily activities. How would you characterize the partnership that exists between the two entities and what more do you think could be done to make it even stronger, more innovation-focused and more beneficial to local residents?**

A: I have been on the faculty at CSU since 1985. During my career, I have served as a faculty member in the land-grant tradition at the interface of the university and our various stakeholders. Now, I focus on expanding the research enterprise in the College of Engineering and linking these efforts to technology transfer, startup companies, strategic industry partnerships, government relationships and technology-based economic consortia.

About the Author: InnovatioNews

InnovatioNews is an online news magazine spotlighting innovative companies, products and people in Colorado. Launched in June of 2012, the site is the recipient of multiple awards.

Comments

Add Your Comment

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City of Fort Collins (http://www.fcgov.com/business/)

CSUVENTURES (http://www.csuventures.org/)

Colorado BioScience Association (http://www.cobioscience.com/)

innosphere (http://www.innosphere.org/)

CCIA

colorado clean

COLORADO WATER INNOVATION CLUSTER (http://www.co-waterinnovation.com/)

(http://www.entrepreneurialbynature.com/)

Exhibit 6

Format 1
Due Date: October 08, 2018

# Budget Data Book

## Actual Fiscal Year 2017-18
## Estimate Fiscal Year 2018-19

Institution Name: *Colorado State University*
Unit (Campus): Main Campus - Education and General
Institution Code: 0GB
Contact Information: Angie Nielsen

Tuition rate information previously provided in Formats 35R and 35NR can be found in the DHE Tuition and Fee Survey

**Submitted: October 08, 2018**

Governing Board Summary

NAME: Colorado State University

Due Date: October 03, 2018

| Ln No | Functional Expenditure Summary | | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|---|
| 1 | Instruction | Fmt. 1100 Ln 25 | 1 | - | - | - | - |
| 2 | Research (State Supported) | Fmt. 1200 Ln 25 | 2 | - | - | - | - |
| 3 | Public Service | Fmt. 1300 Ln 25 | 3 | - | - | - | - |
| 4 | Academic Support | Fmt. 1400 Ln 25 | 4 | - | - | - | - |
| 5 | Student Services | Fmt. 1500 Ln 25 | 5 | - | - | - | - |
| 6 | Institutional Support | Fmt. 1600 Ln 25 | 6 | - | - | - | - |
| 7 | Operation & Maintenance of Plant | Fmt. 1700 Ln 25 | 7 | - | - | - | - |
| 8 | Scholarships & Fellowships | Fmt. 1800 Ln 25 | 8 | - | - | - | - |
| 9 | Hospitals | Fmt. 1900 Ln 25 | 9 | - | - | - | - |
| 10 | Transfers | Fmt. 2000 Ln 20 | 10 | - | - | - | - |
| 11 | TOTAL EDUCATION & GENERAL EXPENDITURES | | 11 | - | - | - | - |
| 12 | SOURCE OF FUNDS (Fund Number) | | 12 | | | | |
| 13 | State Appropriation | Fmt. 600 Ln 25 | 13 | | - | | - |
| 14 | FES Contracts | Fmt. 700 Ln 1 | 14 | | - | | - |
| 15 | Undergraduate Resident Tuition "Stipend" | | 15 | - | - | - | - |
| 16 | Undergraduate Resident Tuition "Student Share" | | 16 | | - | | - |
| 17 | Subtotal Undergraduate Tuition | | 17 | | - | | - |
| 18 | Graduate Resident Tuition | | 18 | | - | | - |
| 19 | Non-Resident Tuition | | 19 | | - | | - |
| 20 | Total Tuition | | 20 | | - | | - |
| 21 | Appropriated E&G | | 21 | | - | | - |
| 22 | | | 22 | | - | | - |
| 23 | | | 23 | | | | |
| 24 | | | 24 | | | | |
| 25 | Non Appropriated E & G (Other than Tuition) Function Code 11XX | | 25 | | - | | - |
| 26 | | | 26 | | | | |
| 27 | TOTAL EDUCATION & GENERAL REVENUE | | 27 | | - | | - |

Scholarship allowance information can be found on the Institution's audited financial statements or in the state's accounting system (CORE). The actual institutional funds devoted to student financial aid are reported on Format 1800.

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Institution No.:

Format 20

NAME: Colorado State University

## INSTITUTION SUMMARY

Due Date: October 08, 2018

| Ln No | Functional Expenditure Summary | | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|---|
| 1 | Instruction | Fmt. 1100 Ln 25 | 1 | 1,980.10 | 220,953,384 | 1,979.78 | 220,943,485 |
| 2 | Research (State Supported) | Fmt. 1200 Ln 25 | 2 | 204.90 | 36,093,716 | 120.11 | 24,904,798 |
| 3 | Public Service | Fmt. 1300 Ln 25 | 3 | 8.50 | 1,169,912 | 2.19 | 295,391 |
| 4 | Academic Support | Fmt. 1400 Ln 25 | 4 | 402.30 | 61,698,467 | 554.60 | 71,625,929 |
| 5 | Student Services | Fmt. 1500 Ln 25 | 5 | 218.00 | 34,944,904 | 259.94 | 35,475,894 |
| 6 | Institutional Support | Fmt. 1600 Ln 25 | 6 | 209.40 | 34,283,565 | 220.76 | 33,943,125 |
| 7 | Operation & Maintenance of Plant | Fmt. 1700 Ln 25 | 7 | 448.97 | 47,944,116 | 495.65 | 48,183,692 |
| 8 | Scholarships & Fellowships | Fmt. 1800 Ln 25 | 8 | - | 72,102,585 | - | 68,542,537 |
| 9 | Hospitals | Fmt. 1900 Ln 25 | 9 | - | - | - | - |
| 10 | Transfers | Fmt. 2000 Ln 20 | 10 | - | 41,852,110 | - | 17,556,251 |
| 11 | TOTAL EDUCATION & GENERAL EXPENDITURES | | 11 | 3,472.37 | 551,042,759 | 3,633.03 | 521,471,102 |
| 12 | SOURCE OF FUNDS (Fund Number) | | 12 | | | | |
| 13 | State Appropriation | Fmt. 600 Ln 25 | 13 | | - | | - |
| 14 | FFS Contracts | Fmt. 070 Ln 12 | 14 | | 28,997,098 | | 32,989,736 |
| 15 | Undergraduate Resident Tuition "Stipend" | | 15 | 16,084.06 | 37,154,189 | 16,263.97 | 41,473,123 |
| 16 | Undergraduate Resident Tuition "Student Share" | | 16 | | 179,614,724 | | 179,563,832 |
| 17 | Subtotal Undergraduate Resident Tuition | Fmt. 100 | 17 | | 216,768,913 | | 221,036,955 |
| 18 | Graduate Resident Tuition | Fmt. 100 | 18 | | 19,366,639 | | 16,631,987 |
| 19 | Non-Resident Tuition | Fmt. 100 | 19 | | 202,220,517 | | 186,921,577 |
| 20 | Total Tuition | Fmt. 100 | 20 | | 438,356,069 | | 424,590,519 |
| 21 | | | 21 | | | | - |
| 22 | | | 22 | | - | | - |
| 23 | | | 23 | | | | |
| 24 | | | 24 | | | | |
| 25 | Non Appropriated E & G (Other than Tuition) Fun | Fmt. 411 Ln 20 | 25 | | 83,689,592 | | 63,890,847 |
| 26 | | | 26 | | | | |
| 27 | TOTAL EDUCATION & GENERAL REVENUE | | 27 | | 551,042,759 | | 521,471,102 |

Blue cells should be entered directly on this format, they will not "roll up" from another format

Scholarship allowance information can be found on the institution's audited financial statements or in the state's accounting system (CORE). The actual institutional funds devoted to student financial aid are reported on Format 1800.

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

PAGE 3

CORE Code: 4407
Institution No.:

Format 070

## Fee-For-Service Contracts (System Level Only)[1]

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | 2017-18 Actual | 2018-19 Estimate |
|---|---|---|---|---|
| 1 | Contracts: | 1 | | |
| 2 | Educational services in rural areas or communities in which the cost of delivering the educational services is not sustained by the amount received in student tuition | 2 | 28,997,098 | 32,989,736 |
| 3 | Reciprocal | 3 | - | - |
| 4 | Graduate school services | 4 | - | - |
| 5 | Economic development | 5 | - | - |
| 6 | Specialized educational services and professional degrees, including but not limited to the areas of dentistry medicine, veterinary medicine, nursing, law, forestry, and engineering. | 6 | - | - |
| 7 | | 7 | | |
| 8 | | 8 | | |
| 9 | | 9 | | |
| 10 | | 10 | | |
| 11 | | 11 | | |
| 12 | Total | 12 | 28,997,098 | **32,989,736** |

[1] This is not needed by institution, but only in total for the system.

Institution No.:

Format 30

STUDENT, FACULTY, AND STAFF DATA

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | | Ln No | 2017-18 Actual | 2018-19 Estimate |
|---|---|---|---|---|
| 1 | STUDENT FTE DATA: | 1 | | |
| 2A | COF Resident Undergraduate FTE | 2A | 16,084.06 | 16,263.97 |
| 2B | Non-COF Resident Undergraduate FTE | 2B | 230.93 | 230.93 |
| 2C | Total Resident Undergraduate FTE | 2C | 16,314.99 | 16,494.90 |
| 3 | Resident Graduate FTE | 3 | 1,568.88 | 1,561.55 |
| 4 | Total Resident FTE | 4 | 17,883.87 | 18,056.45 |
| 5 | | 5 | | |
| 6 | Nonresident Undergraduate FTE | 6 | 6,258.24 | 6,303.62 |
| 7 | Nonresident Graduate FTE | 7 | 1,205.97 | 1,199.24 |
| 8 | Total Nonresident FTE | 8 | 7,464.21 | 7,502.86 |
| 9 | | 9 | | |
| 10 | Total FTE Undergraduate | 10 | 22,573.23 | 22,798.52 |
| 11 | Total FTE Graduate | 11 | 2,774.85 | 2,760.79 |
| 12 | Total FTE Students | 12 | 25,348.08 | 25,559.31 |
| 13 | | 13 | | |
| 15 | COST PER STUDENT | 15 | | |
| 16 | Total E&G Cost Per FTE Student | 16 | 19,406.73 | |
| 17 | COF Stipend Per Undergraduate Resident FTE | 17 | 2,310.00 | |
| 18 | | 18 | | |
| 19 | INSTRUCTIONAL and RESEARCH FACULTY DATA (SOURCE FMT 40 OR FMT 1100 and 1 | 19 | | |
| 20 | Faculty FTE Total | 20 | 1,560.70 | |
| 21 | FTE Full-time Faculty | 21 | 1,173.30 | |
| 22 | FTE Part-time Faculty | 22 | 387.40 | |
| 23 | | 23 | | |
| 24 | AVG COMPENSATION INSTRUCTIONAL and RESEARCH FACULTY | 24 | | |
| 25 | All Faculty Combined | 25 | 102,468 | |
| 26 | Full-time Average Compensation | 26 | 120,754 | |
| 27 | Part-time Average Compensation | 27 | 47,085 | |
| 28 | | 28 | | |
| 29 | Total Faculty and Staff FTE (Format 20) | 29 | 3,472.37 | |

Note: Rows 19 through 27 provide compensation information for instructional and research faculty only. Prior to FY 2010-11, past budget databooks provided compensation information for instructional faculty and staff.

Institution No.:

Format 40

NAME: Colorado State University

SUMMARY

Due Date: October 08, 2018

| COURSE LEVEL | 2017-18 Actual FTE STUDENTS | FTE FACULTY | S/F RATIO |
|---|---|---|---|
| Vocational | - | - | - |
| Lower Level | 12,329.90 | 545.10 | 22.62 |
| Upper Level | 10,248.40 | 769.60 | 13.32 |
| Total Undergraduate | 22,578.30 | 1,314.70 | 17.17 |
| Graduate I | 1,988.30 | 323.30 | 6.15 |
| Graduate II | 545.50 | 97.20 | 5.61 |
| Total Graduate | 2,533.80 | 420.50 | 6.03 |
| Grand Total | 25,112.10 | 1,735.20 | 14.47 |

NOTE: Institutions are required to maintain detailed information on the above data by Classification of Instructional Program (CIP) area.
Detailed data available upon request

Institution No.:

Format 100

NAME: Colorado State University

## TOTAL TUITION REVENUE and STUDENT FTE

Due Date: October 08, 2018

| Ln No | Object | CORE Revenue Source Code (RSC): | Ln No | FTE | 2017-18 Actual |
|---|---|---|---|---|---|
| 1 | SUMMER | | 1 | | |
| 2 | Resident | Graduate (4801) | 2 | 82.17 | 1,241,903 |
| 3 | | Undergraduate (4802) | 3 | 802.83 | 13,457,150 |
| 4 | Nonresident | Graduate (4901) | 4 | 36.63 | 1,140,040 |
| 5 | | Undergraduate (4902) | 5 | 326.77 | 12,976,358 |
| 6 | Subtotal Summer | | 6 | 1,248.40 | 28,815,851 |
| 7 | FALL | | 7 | | |
| 8 | Resident | Graduate (4801) | 8 | 815.33 | 9,369,378 |
| 9 | | Undergraduate (4802) | 9 | 8,064.33 | 105,504,427 |
| 10 | Nonresident | Graduate (4901) | 10 | 615.88 | 15,325,500 |
| 11 | | Undergraduate (4902) | 11 | 3,110.27 | 82,672,455 |
| 12 | Subtotal Fall | | 12 | 12,605.81 | 212,871,760 |
| 13 | WINTER | | 13 | | |
| 14 | Resident | Graduate (4801) | 14 | | - |
| 15 | | Undergraduate (4802) | 15 | | - |
| 16 | Nonresident | Graduate (4901) | 16 | | - |
| 17 | | Undergraduate (4902) | 17 | | - |
| 18 | Subtotal Winter | | 18 | - | - |
| 19 | SPRING | | 19 | | |
| 20 | Resident | Graduate (4801) | 20 | 671.38 | 8,755,358 |
| 21 | | Undergraduate (4802) | 21 | 7,355.37 | 97,807,136 |
| 22 | Nonresident | Graduate (4901) | 22 | 553.46 | 13,887,245 |
| 23 | | Undergraduate (4902) | 23 | 2,821.20 | 76,218,719 |
| 24 | Subtotal Spring | | 24 | 11,401.41 | 196,668,458 |
| 25 | SUBTOTAL | | 25 | | |
| 26 | Resident | Graduate (4801) | 26 | 1,568.88 | 19,366,639 |
| 27 | | Undergraduate (4802) | 27 | 16,222.53 | 216,768,913 |
| 28 | Nonresident | Graduate (4901) | 28 | 1,205.97 | 30,352,785 |
| 29 | | Undergraduate (4902) | 29 | 6,258.24 | 171,867,732 |
| 30 | | | 30 | | |
| 31 | SUBTOTAL RESIDENT | | 31 | 17,791.41 | 236,135,552 |
| 32 | SUBTOTAL NONRESIDENT | | 32 | 7,464.21 | 202,220,517 |
| 33 | SUBTOTAL GRADUATE | | 33 | 2,774.85 | 49,719,424 |
| 34 | SUBTOTAL UNDERGRADUATE | | 34 | 22,480.77 | 388,636,645 |
| 35 | TOTAL TUITION REVENUE (E&G CORE Function Code 1100) | | 35 | 25,255.62 | 438,356,069 |

36 Scholarship allowance information can be found on the institution's audited financial statements or in the state's accounting system (CORE). The actual institutional funds devoted to student financial aid are reported on Format 1800.

Total Tuition Includes Stipend Reimbursement

Tuition rate information previously provided in Formats 35R and 35NR can be found in the DHE Tuition and Fee Survey.

Institution No.:

Format 410

## APPROPRIATED EDUCATION & GENERAL REVENUE (Other than Tuition) (Function Code 1100)[1]

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | 2017-18 Actual | 2018-19 Estimate |
|---|---|---|---|---|
| 1 | Appropriated Academic Fees ( RSC 5002)[2] | 1 | Report in Format 411 | Report in Format 411 |
| 2 | | 2 | | |
| 3 | Amendment 50 Moneys (Transfer Code 900T)[3] | 3 | Report in Format 411 | Report in Format 411 |
| 4 | Tobacco Settlement Moneys | 4 | | |
| 5 | DOLA Local Govt Mineral Impact Fund | 5 | | |
| 6 | | 6 | | |
| 7 | | 7 | | |
| 8 | | 8 | | |
| 9 | | 9 | | |
| 10 | | 10 | | |
| 11 | | 11 | | |
| 12 | | 12 | | |
| 13 | | 13 | | |
| 14 | | 14 | | |
| 15 | | 15 | | |
| 16 | | 16 | | |
| 17 | | 17 | | |
| 18 | | 18 | | |
| 19 | | 19 | | |
| 20 | TOTAL OTHER APPROPRIATED E & G REVENUES | 20 | - | - |

[1] Tuition revenue is reported on Format 100

[2] Pursuant to HB11-1301, fees are no longer appropriated beginning in FY 2011-12. This category will be reported on Format 411 beginning in FY 2011-12.

[3] Beginning FY 14-15 Amendement 50 Moneys were appropriated as Informational, so they will now be reported on Format 411. These Revenues were reported in a unique revenue code (EAT1) in COFRS, however, they are now reported as part of transfer code 900T in CORE. There may be other revenues also reported in 900T. Only the Limited Gaming funds should be reported on this line.

Institution No.:

Format 411

NON APPROPRIATED EDUCATION & GENERAL REVENUES (Other than Tuition) - Balance of Function Code 1100[1]

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | 2017-18 Actual | 2018-19 Estimate |
|---|---|---|---|---|
| | Non Appropriated Education & General Revenues (Itemize below) | | | |
| 1 | Academic Fees ( RSC 5009)[2] | 1 | 6,178,188 | 5,952,198 |
| 2 | Indirect Cost Recoveries | 2 | 39,119,300 | 48,000,000 |
| 3 | Miscellaneous Revenues | 3 | | |
| 4 | Mandatory Registration and Course Fees[4] | 4 | | |
| 5 | Incidental Income - Educational Activities | 5 | | |
| 6 | Student Activity Fees | 6 | | |
| 7 | State Grants and Contracts (not FFS) | 7 | | |
| 8 | Other Mandatory Fees | 8 | | |
| 9 | Amendment 50 Moneys (Transfer Code 900T)[5] | 9 | | |
| 10 | | 10 | | |
| 11 | | 11 | | |
| 12 | | 12 | | |
| 13 | | 13 | | |
| 14 | | 14 | | |
| 15 | | 15 | | |
| 16 | Rents | 16 | 477,840 | 467,700 |
| 17 | Investment Income | 17 | 3,763,422 | 2,000,000 |
| 18 | Miscellaneous Non-Operating Income | 18 | 6,398,764 | 7,470,949 |
| 19 | | 19 | | |
| 20 | | 20 | | |
| 21 | | 21 | | |
| 22 | | 22 | | |
| 23 | | 23 | | |
| 24 | | 24 | | |
| 25 | Total Non Appropriated Education & General Revenues | 25 | 75,937,514 | 63,890,847 |
| 26 | E&G Rollforward (TO future year) / FROM prior year[3] | 26 | 7,752,078 | - |
| 27 | | 27 | | |
| 28 | | 28 | | |
| 29 | | 29 | | |
| 30 | TOTAL NON APPROPRIATED E & G REVENUES | 30 | 83,689,592 | 63,890,847 |

[1] Tuition revenue is reported on Format 100

[2] Pursuant to HB11-1301, fees are no longer appropriated beginning in FY 2011-12. This category will be reported on Format 411 beginning in FY 2011-12.

[3] This cell, in each column, is meant to demonstrate whether the E&G revenues for the year are more or less than actual or projected expenses for the year. This difference between revenues and expenses should approximate the E&G portion of the institutions overall "change in fund balance".

[4] The Course Fees reported on this line are the fees that have historically been non-appropriated. They are not the same fees reported in line 1 that are moving from Fmt 410 to 411 as a result of HB 11-1301.

[5] Beginning FY 14-15 Amendement 50 Moneys were appropriated as Informational, so they will now be reported on Format 411. These Revenues were reported in a unique revenue code (EAT1) in COFRS, however, they are now reported as part of transfer code 900T in CORE. There may be other revenues also reported in 900T. Only the Limited Gaming funds should be reported on this line.

Institution No.:

Format 413

Appropriated Non Education and General - Function Code 1900

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | 2017-18 Actual | 2018-19 Estimate |
|---|---|---|---|---|
| | **Non Education & General Appropriated Revenues (Itemize below)** | | | |
| 1 | Marijuana Tax Fund Appropriation | 1 | | |
| 2 | | 2 | | |
| 3 | | 3 | | |
| 4 | | 4 | | |
| 5 | | 5 | | |
| 6 | | 6 | | |
| 7 | | 7 | | |
| 8 | | 8 | | |
| 9 | | 9 | | |
| 10 | | 10 | | |
| 11 | | 11 | | |
| 12 | | 12 | | |
| 13 | | 13 | | |
| 14 | | 14 | | |
| 15 | | 15 | | |
| 16 | | 16 | | |
| 17 | | 17 | | |
| 18 | | 18 | | |
| 19 | | 19 | | |
| 20 | | 20 | | |
| 21 | | 21 | | |
| 22 | | 22 | | |
| 23 | | 23 | | |
| 24 | | 24 | | |
| 25 | | 25 | - | - |
| 26 | | 26 | - | - |
| 27 | | 27 | | |
| 28 | | 28 | | |
| 29 | | 29 | | |
| 30 | TOTAL APPROPRIATED Non Education and General Funds | 30 | | - |

Institution No.:

Format 600

STATE SUPPORT

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | 2017-18 Actual | 2018-19 Estimate |
|---|---|---|---|---|
| 1 | General Fund Appropriations | 1 | | |
| 2 | Local District College Appropriation | 2 | | |
| 3 | | 3 | | |
| 4 | | 4 | | |
| 5 | | 5 | | |
| 6 | | 6 | | |
| 7 | | 7 | | |
| 8 | | 8 | | |
| 9 | | 9 | | |
| 10 | | 10 | | |
| 11 | | 11 | | |
| 12 | | 12 | | |
| 13 | | 13 | | |
| 14 | Other Restrictions of General Fund / Revenue | 14 | | |
| 15 | | 15 | | |
| 16 | | 16 | | |
| 17 | | 17 | | |
| 18 | | 18 | | |
| 19 | | 19 | | |
| 20 | | 20 | | |
| 21 | | 21 | | |
| 22 | | 22 | | |
| 23 | | 23 | | |
| 24 | | 24 | | |
| 25 | TOTAL APPROPRIATION REVENUES | 25 | - | - |

Institution No.:

Format 1100

EDUCATION & GENERAL - INSTRUCTION

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|
| 1 | Salaries, Full-Time Faculty Non-Classified | 1 | 1,151.00 | 107,264,404 | 1,213.50 | 108,135,395 |
| 2 | Benefits, Full-time Faculty Non-Classified | 2 | | 30,820,244 | | 29,636,114 |
| 3 | Salaries, Part-Time Faculty Non-Classified | 3 | 385.30 | 16,335,434 | 361.93 | 15,319,688 |
| 4 | Benefits, Part-Time Faculty, Non-Classified | 4 | | 1,796,303 | | 1,804,320 |
| 5 | Subtotal, Faculty | 5 | 1,536.30 | 156,216,385 | 1,575.43 | 154,895,517 |
| 6 | Salaries, Other, Non-Classified | 6 | 271.00 | 18,225,146 | 247.41 | 15,982,375 |
| 7 | Benefits, Other, Non-Classified | 7 | | 4,926,914 | | 4,970,018 |
| 8 | Subtotal Non-Classified Staff | 8 | 1,807.30 | 179,368,445 | 1,822.84 | 175,847,910 |
| 9 | | 9 | | | | |
| 10 | Compensation, Support Assistants | 10 | 39.60 | 2,163,534 | 25.83 | 1,301,159 |
| 11 | Salaries, Classified Staff | 11 | 133.20 | 6,369,815 | 131.11 | 6,161,455 |
| 12 | Benefits, Classified Staff | 12 | | 2,730,340 | | 2,784,029 |
| 13 | Subtotal Support Staff | 13 | 172.80 | 11,263,709 | 156.94 | 10,246,643 |
| 14 | | 14 | | | | |
| 15 | Total Personnel | 15 | 1,980.10 | 190,632,154 | 1,979.78 | 186,094,553 |
| 16 | | 16 | | | | |
| 17 | Hourly Compensation | 17 | | 2,458,144 | | 1,481,170 |
| 18 | | 18 | | | | |
| 19 | Travel | 19 | | 2,672,677 | | 672,816 |
| 20 | Other Current Expense | 20 | | 22,696,737 | | 31,919,941 |
| 21 | | 21 | | | | |
| 22 | | 22 | | | | |
| 23 | Capital | 23 | | 2,493,672 | | 775,005 |
| 24 | | 24 | | | | |
| 25 | TOTAL EDUCATION & GENERAL INSTRUCTION | 25 | 1,980.10 | 220,953,384 | 1,979.78 | 220,943,485 |

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are **filled**.

Institution No.:

Format 1200

NAME: Colorado State University

EDUCATION & GENERAL - RESEARCH

Due Date: October 08, 2018

| Ln No | Object | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|
| 1 | Salaries, Full-Time Faculty Non-Classified | 1 | 22.30 | 2,784,124 | 5.53 | 782,634 |
| 2 | Benefits, Full-time Faculty Non-Classified | 2 | | 812,082 | | 220,703 |
| 3 | Salaries, Part-Time Faculty Non-Classified | 3 | 2.10 | 98,082 | 0.02 | 3,797 |
| 4 | Benefits, Part-Time Faculty, Non-Classified | 4 | | 10,832 | | 528 |
| 5 | Subtotal, Faculty | 5 | 24.40 | 3,705,110 | 5.55 | 1,007,662.00 |
| 6 | Salaries, Other, Non-Classified | 6 | 123.30 | 9,665,351 | 87.53 | 7,597,851 |
| 7 | Benefits, Other, Non-Classified | 7 | | 2,757,456 | | 2,142,233 |
| 8 | Subtotal Non-Classified Staff | 8 | 147.70 | 16,127,917 | 93.08 | 10,747,746.00 |
| 9 | | 9 | | | | |
| 10 | Compensation, Support Assistants | 10 | 34.00 | 1,833,756 | 2.38 | 200,754 |
| 11 | Salaries, Classified Staff | 11 | 23.20 | 1,074,983 | 24.65 | 1,075,693 |
| 12 | Benefits, Classified Staff | 12 | | 440,749 | | 447,865 |
| 13 | Subtotal Support Staff | 13 | 57.20 | 3,349,488 | 27.03 | 1,724,312 |
| 14 | | 14 | | | | |
| 15 | Total Personnel | 15 | 204.90 | 19,477,405 | 120.11 | 12,472,058 |
| 16 | | 16 | | | | |
| 17 | Hourly Compensation | 17 | | 592,138 | | 166,674 |
| 18 | | 18 | | | | |
| 19 | Travel | 19 | | 1,139,943 | | 68,570 |
| 20 | Other Current Expense | 20 | | 12,655,716 | | 12,197,496 |
| 21 | | 21 | | | | |
| 22 | | 22 | | | | |
| 23 | Capital | 23 | | 2,228,514 | | - |
| 24 | | 24 | | | | |
| 25 | TOTAL EDUCATION & GENERAL RESEARCH | 25 | 204.90 | 36,093,716 | 120.11 | 24,904,798 |

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Institution No.:

Format 1300

## EDUCATION & GENERAL - PUBLIC SERVICE

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|
| 1 | DO NOT DELETE ROWS 1-5 | 1 | | | | |
| 2 | DO NOT DELETE ROWS 1-5 | 2 | | | | |
| 3 | DO NOT DELETE ROWS 1-5 | 3 | | | | |
| 4 | DO NOT DELETE ROWS 1-5 | 4 | | | | |
| 5 | DO NOT DELETE ROWS 1-5 | 5 | | | | |
| 6 | Salaries, Non-Classified Staff | 6 | 7.40 | 494,575 | 2.19 | 119,937 |
| 7 | Benefits, Non-Classified Staff | 7 | | 139,834 | | 31,150 |
| 8 | Subtotal, Non-Classified Staff | 8 | 7.40 | 634,409 | 2.19 | 151,087 |
| 9 | | 9 | | | | |
| 10 | | 10 | | | | |
| 11 | Salaries, Classified Staff | 11 | 1.10 | 92,518 | | |
| 12 | Benefits, Classified Staff | 12 | | 39,409 | | |
| 13 | Subtotal Classified Staff | 13 | 1.10 | 131,927 | - | - |
| 14 | | 14 | | | | |
| 15 | Total Personnel | 15 | 8.50 | 766,336 | 2.19 | 151,087 |
| 16 | | 16 | | | | |
| 17 | Hourly Compensation | 17 | | 2,470 | | |
| 18 | | 18 | | | | |
| 19 | Travel | 19 | | 18,667 | | |
| 20 | Other Current Expense | 20 | | 379,939 | | 144,304 |
| 21 | | 21 | | | | |
| 22 | | 22 | | | | |
| 23 | Capital | 23 | | 2,500 | | |
| 24 | | 24 | | | | |
| 25 | TOTAL EDUCATION & GENERAL PUBLIC SERVICE | 25 | 8.50 | 1,169,912 | 2.19 | 295,391 |

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Institution No.:

Format 1400

EDUCATION & GENERAL - ACADEMIC SUPPORT

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|
| 1 | DO NOT DELETE ROWS 1-5 | 1 | | | | |
| 2 | DO NOT DELETE ROWS 1-5 | 2 | | | | |
| 3 | DO NOT DELETE ROWS 1-5 | 3 | | | | |
| 4 | DO NOT DELETE ROWS 1-5 | 4 | | | | |
| 5 | DO NOT DELETE ROWS 1-5 | 5 | | | | |
| 6 | Salaries, Non-Classified Staff | 6 | 317.20 | 27,483,803 | 468.76 | 35,836,632 |
| 7 | Benefits, Non-Classified Staff | 7 | | 7,709,997 | | 9,746,216 |
| 8 | Subtotal, Non-Classified Staff | 8 | 317.20 | 35,193,800 | 468.76 | 45,582,848 |
| 9 | | 9 | | | | |
| 10 | | 10 | | | | |
| 11 | Salaries, Classified Staff | 11 | 85.30 | 4,436,362 | 85.84 | 4,449,492 |
| 12 | Benefits, Classified Staff | 12 | | 1,890,159 | | 1,964,162 |
| 13 | Subtotal Classified Staff | 13 | 85.30 | 6,326,521 | 85.84 | 6,413,654 |
| 14 | | 14 | | | | |
| 15 | Total Personnel | 15 | 402.50 | 41,520,321 | 554.60 | 51,996,502 |
| 16 | | 16 | | | | |
| 17 | Hourly Compensation | 17 | | 1,097,834 | | 994,921 |
| 18 | | 18 | | | | |
| 19 | Travel | 19 | | 908,350 | | 618,444 |
| 20 | Other Current Expense | 20 | | 17,631,916 | | 17,886,905 |
| 21 | | 21 | | | | |
| 22 | | 22 | | | | |
| 23 | Capital | 23 | | 540,046 | | 129,157 |
| 24 | | 24 | | | | |
| 25 | TOTAL EDUCATION & GENERAL ACADEMIC SUPPORT | 25 | 402.50 | 61,698,467 | 554.60 | 71,625,929 |

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Institution No.:

Format 1500

EDUCATION & GENERAL - STUDENT SERVICES

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|
| 1 | DO NOT DELETE ROWS 1-5 | 1 | | | | |
| 2 | DO NOT DELETE ROWS 1-5 | 2 | | | | |
| 3 | DO NOT DELETE ROWS 1-5 | 3 | | | | |
| 4 | DO NOT DELETE ROWS 1-5 | 4 | | | | |
| 5 | DO NOT DELETE ROWS 1-5 | 5 | | | | |
| 6 | Salaries, Non-Classified Staff | 6 | 177.00 | 11,758,530 | 213.34 | 12,835,167 |
| 7 | Benefits, Non-Classified Staff | 7 | | 3,285,808 | | 3,330,254 |
| 8 | Subtotal, Non-Classified Staff | 8 | 177.00 | 15,044,338 | 213.34 | 16,165,421 |
| 9 | | 9 | | | | |
| 10 | | 10 | | | | |
| 11 | Salaries, Classified Staff | 11 | 41.00 | 2,109,880 | 46.60 | 2,408,838 |
| 12 | Benefits, Classified Staff | 12 | | 898,809 | | 915,694 |
| 13 | Subtotal Classified Staff | 13 | 41.00 | 3,008,689 | 46.60 | 3,324,532 |
| 14 | | 14 | | | | |
| 15 | Total Personnel | 15 | 218.00 | 18,053,027 | 259.94 | 19,489,953 |
| 16 | | 16 | | | | |
| 17 | Hourly Compensation | 17 | | 475,180 | | 433,976 |
| 18 | | 18 | | | | |
| 19 | Travel | 19 | | 596,552 | | 569,018 |
| 20 | Other Current Expense | 20 | | 15,742,767 | | 14,982,947 |
| 21 | | 21 | | | | |
| 22 | | 22 | | | | |
| 23 | Capital | 23 | | 77,378 | | |
| 24 | | 24 | | | | |
| 25 | TOTAL EDUCATION & GENERAL STUDENT SERVICES | 25 | 218.00 | 34,944,904 | 259.94 | 35,475,894 |

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Institution No.:

Format 1600

EDUCATION & GENERAL - INSTITUTIONAL SUPPORT

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|
| 1 | DO NOT DELETE ROWS 1-5 | 1 | | | | |
| 2 | DO NOT DELETE ROWS 1-5 | 2 | | | | |
| 3 | DO NOT DELETE ROWS 1-5 | 3 | | | | |
| 4 | DO NOT DELETE ROWS 1-5 | 4 | | | | |
| 5 | DO NOT DELETE ROWS 1-5 | 5 | | | | |
| 6 | Salaries, Non-Classified Staff | 6 | 163.90 | 15,002,048 | 173.53 | 15,790,288 |
| 7 | Benefits, Non-Classified Staff | 7 | | 5,520,524 | | 5,105,195 |
| 8 | Subtotal, Non-Classified Staff | 8 | 163.90 | 20,522,572 | 173.53 | 20,895,483 |
| 9 | | 9 | | | | |
| 10 | | 10 | | | | |
| 11 | Salaries, Classified Staff | 11 | 45.50 | 2,650,958 | - | 2,626,644 |
| 12 | Benefits, Classified Staff | 12 | | 1,129,282 | 47.23 | 1,124,115 |
| 13 | Subtotal Classified Staff | 13 | 45.50 | 3,780,240 | 47.23 | 3,750,759 |
| 14 | | 14 | | | | |
| 15 | Total Personnel | 15 | 209.40 | 24,302,812 | 220.76 | 24,646,242 |
| 16 | | 16 | | | | |
| 17 | Hourly Compensation | 17 | | 193,002 | | 149,936 |
| 18 | | 18 | | | | |
| 19 | Travel | 19 | | 299,539 | | 245,783 |
| 20 | Other Current Expense | 20 | | 9,424,168 | | 8,893,502 |
| 21 | | 21 | | | | |
| 22 | | 22 | | | | |
| 23 | Capital | 23 | | 64,044 | | 7,662 |
| 24 | | 24 | | | | |
| 25 | TOTAL EDUCATION & GENERAL INSTITUTIONAL SUPPORT | 25 | 209.40 | 34,283,565 | 220.76 | 33,943,125 |

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Institution No.:

Format 1700

## EDUCATION & GENERAL - OPERATION & MAINTENANCE OF PLANT

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|
| 1 | DO NOT DELETE ROWS 1-5 | 1 | | | | |
| 2 | DO NOT DELETE ROWS 1-5 | 2 | | | | |
| 3 | DO NOT DELETE ROWS 1-5 | 3 | | | | |
| 4 | DO NOT DELETE ROWS 1-5 | 4 | | | | |
| 5 | DO NOT DELETE ROWS 1-5 | 5 | | | | |
| 6 | Salaries, Non-Classified Staff | 6 | 28.50 | 2,392,609 | 33.00 | 2,814,353 |
| 7 | Benefits, Non-Classified Staff | 7 | | 629,467 | | 796,532 |
| 8 | Subtotal, Non-Classified Staff | 8 | 28.50 | 3,022,076 | 33.00 | 3,610,885 |
| 9 | | 9 | | | | |
| 10 | | 10 | | | | |
| 11 | Salaries, Classified Staff | 11 | 420.47 | 13,191,014 | 462.65 | 14,592,006 |
| 12 | Benefits, Classified Staff | 12 | | 5,619,775 | | 5,880,839 |
| 13 | Subtotal Classified Staff | 13 | 420.47 | 18,810,789 | 462.65 | 20,472,845 |
| 14 | | 14 | | | | |
| 15 | Total Personnel | 15 | 448.97 | 21,832,865 | 495.65 | 24,083,730 |
| 16 | | 16 | | | | |
| 17 | Hourly Compensation | 17 | | 51,459 | | 89,036 |
| 18 | | 18 | | | | |
| 19 | Travel | 19 | | 41,519 | | 57,450 |
| 20 | Other Current Expense | 20 | | 11,524,831 | | 8,522,069 |
| 21 | Utilities | 21 | | 14,044,672 | | 14,700,863 |
| 22 | | 22 | | | | |
| 23 | Capital | 23 | | 448,770 | | 730,544 |
| 24 | | 24 | | | | |
| 25 | TOTAL EDUCATION & GENERAL OPERATION & MAINTENANCE OF PLANT | 25 | 448.97 | 47,944,116 | 495.65 | 48,183,692 |

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Institution No.:

Format 1800

NAME: Colorado State University

## EDUCATION & GENERAL - SCHOLARSHIPS & FELLOWSHIPS

Due Date: October 08, 2018

| Ln No | Object | Ln No | 2017-18 Actual | 2018-19 Estimate |
|---|---|---|---|---|
| 1 | Scholarships and Fellowships | 1 | 72,102,585 | 68,542,537 |
| 2 | | 2 | | |
| 3 | | 3 | | |
| 4 | | 4 | | |
| 5 | | 5 | | |
| 6 | | 6 | | |
| 7 | | 7 | | |
| 8 | | 8 | | |
| 9 | | 9 | | |
| 10 | | 10 | | |
| 11 | | 11 | | |
| 12 | | 12 | | |
| 13 | | 13 | | |
| 14 | | 14 | | |
| 15 | | 15 | | |
| 16 | | 16 | | |
| 17 | | 17 | | |
| 18 | | 18 | | |
| 19 | | 19 | | |
| 20 | | 20 | | |
| 21 | | 21 | | |
| 22 | | 22 | | |
| 23 | | 23 | | |
| 24 | | 24 | | |
| 25 | TOTAL EDUCATION & GENERAL SCHOLARSHIPS & FELLOWSHIPS | 25 | 72,102,585 | 68,542,537 |

Scholarship allowance information can be found on the institution's audited financial statements or in the state's accounting system (CORE). The actual institutional funds devoted to student financial aid are

Institution No.:

Format 1900

## EDUCATION & GENERAL - HOSPITALS

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|
| 1 | DO NOT DELETE ROWS 1-5 | 1 | | | | |
| 2 | DO NOT DELETE ROWS 1-5 | 2 | | | | |
| 3 | DO NOT DELETE ROWS 1-5 | 3 | | | | |
| 4 | DO NOT DELETE ROWS 1-5 | 4 | | | | |
| 5 | DO NOT DELETE ROWS 1-5 | 5 | | | | |
| 6 | Salaries, Other, Non-Classified | 6 | | | | |
| 7 | Benefits, Other, Non-Classified | 7 | | | | |
| 8 | Compensation, Part-Time Non-Classified | 8 | | | | |
| 9 | Subtotal Non-Classified Staff | 9 | - | - | - | - |
| 10 | | 10 | | | | |
| 11 | Salaries, Classified Staff | 11 | | | | |
| 12 | Benefits, Classified Staff | 12 | | | | |
| 13 | Subtotal Support Staff | 13 | - | - | - | - |
| 14 | | 14 | | | | |
| 15 | Total Personnel | 15 | - | - | - | - |
| 16 | | 16 | | | | |
| 17 | Hourly Compensation | 17 | | | | |
| 18 | | 18 | | | | |
| 19 | Travel | 19 | | | | |
| 20 | Other Current Expense | 20 | | | | |
| 21 | | 21 | | | | |
| 22 | | 22 | | | | |
| 23 | Capital | 23 | | | | |
| 24 | | 24 | | | | |
| | | 25 | | | | |
| 25 | TOTAL EDUCATION & GENERAL HOSPITALS | | - | - | - | - |

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Institution No.:

Format 2000

NAME: Colorado State University

## TRANSFERS (TO) FROM CURRENT EDUCATION & GENERAL FUNDS

Due Date: October 08, 2018

| Ln No | Object | Ln No | 2017-18 Actual | 2018-19 Estimate |
|---|---|---|---|---|
| 1 | Mandatory Transfers: | 1 | 11,595,094 | 11,343,349 |
| 2 | | 2 | | |
| 3 | | 3 | | |
| 4 | | 4 | | |
| 5 | | 5 | | |
| 6 | | 6 | | |
| 7 | | 7 | | |
| 8 | | 8 | | |
| 9 | | 9 | | |
| 10 | Subtotal Mandatory Transfers: | 10 | 11,595,094 | 11,343,349 |
| 11 | | 11 | | |
| 12 | Non-mandatory Transfers: | 12 | 30,257,015 | 6,212,902 |
| 13 | rounding | 13 | 1 | |
| 14 | | 14 | | |
| 15 | | 15 | | |
| 16 | | 16 | | |
| 17 | | 17 | | |
| 18 | | 18 | | |
| 19 | Subtotal Non-mandatory Transfers: | 19 | 30,257,016 | 6,212,902 |
| 20 | TOTAL TRANSFERS (TO) FROM FUNDS CURRENT EDUCATION & GENERAL FUNDS | 20 | 41,852,110 | 17,556,251 |

Format 1
Due Date: October 08, 2018

# Budget Data Book

## Actual Fiscal Year 2017-18
## Estimate Fiscal Year 2018-19

Institution Name: *Colorado State University*
Unit (Campus): Professional Veterinary Medicine
Institution Code: GOB
Contact Information: Angie Nielsen

Tuition rate information previously provided in Formats 35R and 35NR can be found in the DHE Tuition and Fee Survey

## Submitted: October 8, 2018

Format 10

NAME: Colorado State University

Governing Board Summary

Due Date: October 00, 2018

| Ln No | Functional Expenditure Summary | | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|---|
| 1 | Instruction | Fmt. 1100 Ln 25 | 1 | - | - | - | - |
| 2 | Research (State Supported) | Fmt. 1200 Ln 25 | 2 | - | - | - | - |
| 3 | Public Service | Fmt. 1300 Ln 25 | 3 | - | - | - | - |
| 4 | Academic Support | Fmt. 1400 Ln 25 | 4 | - | - | - | - |
| 5 | Student Services | Fmt. 1500 Ln 25 | 5 | - | - | - | - |
| 6 | Institutional Support | Fmt. 1600 Ln 25 | 6 | - | - | - | - |
| 7 | Operation & Maintenance of Plant | Fmt. 1700 Ln 25 | 7 | - | - | - | - |
| 8 | Scholarships & Fellowships | Fmt. 1800 Ln 25 | 8 | - | - | - | - |
| 9 | Hospitals | Fmt. 1900 Ln 25 | 9 | - | - | - | - |
| 10 | Transfers | Fmt. 2000 Ln 20 | 10 | - | - | - | - |
| 11 | TOTAL EDUCATION & GENERAL EXPENDITURES | | 11 | - | - | - | - |
| 12 | SOURCE OF FUNDS (Fund Number) | | 12 | | | | |
| 13 | State Appropriation | Fmt. 600 Ln 25 | 13 | | - | | - |
| 14 | FFS Contracts | Fmt. 700 Ln 1 | 14 | | - | | - |
| 15 | Undergraduate Resident Tuition "Stipend" | | 15 | - | - | - | - |
| 16 | Undergraduate Resident Tuition "Student Share" | | 16 | | - | | - |
| 17 | Subtotal Undergraduate Tuition | | 17 | | - | | - |
| 18 | Graduate Resident Tuition | | 18 | | - | | - |
| 19 | Non-Resident Tuition | | 19 | | - | | - |
| 20 | Total Tuition | | 20 | | - | | - |
| 21 | Appropriated E&G | | 21 | | - | | - |
| 22 | | | 22 | | - | | - |
| 23 | | | 23 | | | | |
| 24 | | | 24 | | | | |
| 25 | Non Appropriated E & G (Other than Tuition) Function Code 11XX | | 25 | | - | | - |
| 26 | | | 26 | | | | |
| 27 | TOTAL EDUCATION & GENERAL REVENUE | | 27 | | - | | - |

Scholarship allowance information can be found on the institution's audited financial statements or in the state's accounting system (CORE). The actual institutional funds devoted to student financial aid are reported on Format 1800.

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Institution No.:

Format 20

INSTITUTION SUMMARY

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Functional Expenditure Summary | | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|---|
| 1 | Instruction | Fmt. 1100 Ln 25 | 1 | 378.00 | 47,723,911 | 372.61 | 53,472,625 |
| 2 | Research (State Supported) | Fmt. 1200 Ln 25 | 2 | 12.00 | 2,324,620 | 5.77 | 959,499 |
| 3 | Public Service | Fmt. 1300 Ln 25 | 3 | 69.00 | 10,876,193 | 73.40 | 12,790,065 |
| 4 | Academic Support | Fmt. 1400 Ln 25 | 4 | 88.60 | 12,744,578 | 88.99 | 20,542,265 |
| 5 | Student Services | Fmt. 1500 Ln 25 | 5 | - | 220,611 | - | 305,094 |
| 6 | Institutional Support | Fmt. 1600 Ln 25 | 6 | 3.10 | 2,311,281 | 4.00 | 2,824,346 |
| 7 | Operation & Maintenance of Plant | Fmt. 1700 Ln 25 | 7 | 13.20 | 3,043,718 | 14.00 | 3,196,193 |
| 8 | Scholarships & Fellowships | Fmt. 1800 Ln 25 | 8 | - | - | - | - |
| 9 | Hospitals | Fmt. 1900 Ln 25 | 9 | - | - | - | - |
| 10 | Transfers | Fmt. 2000 Ln 20 | 10 | - | (2,675,816) | - | 5,849,078 |
| 11 | TOTAL EDUCATION & GENERAL EXPENDITURES | | 11 | 563.90 | 76,569,096 | 558.77 | 99,939,165 |
| 12 | SOURCE OF FUNDS (Fund Number) | | 12 | | | | |
| 13 | State Appropriation | Fmt. 600 Ln 25 | 13 | | - | | - |
| 14 | FFS Contracts | Fmt. 070 Ln 12 | 14 | | 24,091,439 | | 26,304,833 |
| 15 | Undergraduate Resident Tuition "Stipend" | | 15 | - | | - | |
| 16 | Undergraduate Resident Tuition "Student Share" | | 16 | | - | | |
| 17 | **Subtotal Undergraduate Resident Tuition** | Fmt. 100 | 17 | | - | | - |
| 18 | Graduate Resident Tuition | Fmt. 100 | 18 | | 9,225,294 | | 10,713,190 |
| 19 | Non-Resident Tuition | Fmt. 100 | 19 | | 16,233,257 | | 16,032,714 |
| 20 | Total Tuition | Fmt. 100 | 20 | | 25,458,551 | | 26,745,904 |
| 21 | | | 21 | | - | | - |
| 22 | | | 22 | | - | | - |
| 23 | | | 23 | | | | |
| 24 | | | 24 | | | | |
| 25 | Non Appropriated E & G (Other than Tuition) Fun | Fmt. 411 Ln 20 | 25 | | 27,019,106 | | 46,888,428 |
| 26 | | | 26 | | | | |
| 27 | TOTAL EDUCATION & GENERAL REVENUE | | 27 | | 76,569,096 | | 99,939,165 |

Blue cells should be entered directly on this format, they will not "roll up" from another format

Scholarship allowance information can be found on the institution's audited financial statements or in the state's accounting system (CORE). The actual institutional funds devoted to student financial aid are reported on Format 1800.

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

CORE Code: 4407
Institution No.:

Format 070

NAME: Colorado State University

Fee-For-Service Contracts (System Level Only)[1]

Due Date: October 08, 2018

| Ln No | Object | Ln No | 2017-18 Actual | 2018-19 Estimate |
|---|---|---|---|---|
| 1 | Contracts: | 1 | | |
| 2 | Educational services in rural areas or communities in which the cost of delivering the educational services is not sustained by the amount received in student tuition | 2 | - | - |
| 3 | Reciprocal | 3 | - | - |
| 4 | Graduate school services | 4 | - | - |
| 5 | Economic development | 5 | - | - |
| 6 | Specialized educational services and professional degrees, including but not limited to the areas of dentistry medicine, veterinary medicine, nursing, law, forestry, and engineering. | 6 | 24,091,439 | 26,304,833 |
| 7 | | 7 | | |
| 8 | | 8 | | |
| 9 | | 9 | | |
| 10 | | 10 | | |
| 11 | | 11 | | |
| 12 | Total | 12 | 24,091,439 | 26,304,833 |

[1] This is not needed by institution, but only in total for the system.

Institution No.:

Format 30

STUDENT, FACULTY, AND STAFF DATA

NAME: Colorado State University

Due Date: October 02, 2018

| Ln No | | Ln No | 2017-18 Actual | 2018-19 Estimate |
|---|---|---|---|---|
| 1 | STUDENT FTE DATA: | 1 | | |
| 2A | COF Resident Undergraduate FTE | 2A | - | - |
| 2B | Non-COF Resident Undergraduate FTE | 2B | | |
| 2C | Total Resident Undergraduate FTE | 2C | - | - |
| 3 | Resident Graduate FTE | 3 | 541.12 | 541.12 |
| 4 | Total Resident FTE | 4 | 541.12 | 541.12 |
| 5 | | 5 | | |
| 6 | Nonresident Undergraduate FTE | 6 | - | - |
| 7 | Nonresident Graduate FTE | 7 | 525.21 | 525.21 |
| 8 | Total Nonresident FTE | 8 | 525.21 | 525.21 |
| 9 | | 9 | | |
| 10 | Total FTE Undergraduate | 10 | - | - |
| 11 | Total FTE Graduate | 11 | 1,066.33 | 1,066.33 |
| 12 | Total FTE Students | 12 | 1,066.33 | 1,066.33 |
| 13 | | 13 | | |
| 15 | COST PER STUDENT | 15 | | |
| 16 | Total E&G Cost Per FTE Student | 16 | 71,806.19 | |
| 17 | COF Stipend Per Undergraduate Resident FTE | 17 | | |
| 18 | | 18 | | |
| 19 | INSTRUCTIONAL and RESEARCH FACULTY DATA (SOURCE FMT 40 OR FMT 1100 and 1: | 19 | | |
| 20 | Faculty FTE Total | 20 | 146.40 | |
| 21 | FTE Full-time Faculty | 21 | 145.70 | |
| 22 | FTE Part-time Faculty | 22 | 0.70 | |
| 23 | | 23 | | |
| 24 | AVG COMPENSATION INSTRUCTIONAL and RESEARCH FACULTY | 24 | | |
| 25 | All Faculty Combined | 25 | 132,287 | |
| 26 | Full-time Average Compensation | 26 | 132,552 | |
| 27 | Part-time Average Compensation | 27 | 77,106 | |
| 28 | | 28 | | |
| 29 | Total Faculty and Staff FTE (Format 20) | 29 | 563.90 | |

Note: Rows 19 through 27 provide compensation information for instructional and research faculty only. Prior to FY 2010-11, past budget databooks provided compensation information for instructional faculty and staff.

Institution No.:

Format 40

NAME: Colorado State University

SUMMARY

Due Date: October 08, 2018

| COURSE LEVEL | 2017-18 Actual FTE STUDENTS | FTE FACULTY | S/F RATIO |
|---|---|---|---|
| Vocational | - | - | - |
| Lower Level | - | - | - |
| Upper Level | - | - | - |
| Total Undergraduate | - | - | - |
| Graduate I | 541.12 | 74.29 | 7.28 |
| Graduate II | 525.21 | 72.11 | 7.28 |
| Total Graduate | 1,066.33 | 146.40 | 7.28 |
| Grand Total | 1,066.33 | 146.40 | 7.28 |

NOTE: Institutions are required to maintain detailed information on the above data by Classification of Instructional Program (CIP) area
Detailed data available upon request.

Institution No.:

Format 100

## TOTAL TUITION REVENUE and STUDENT FTE

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | CORE Revenue Source Code (RSC): | Ln No | FTE | 2017-18 Actual |
|---|---|---|---|---|---|
| 1 | SUMMER | | 1 | | |
| 2 | Resident | Graduate (4801) | 2 | 44.04 | 751,966 |
| 3 | | Undergraduate (4802) | 3 | - | - |
| 4 | Nonresident | Graduate (4901) | 4 | 36.75 | 1,239,593 |
| 5 | | Undergraduate (4902) | 5 | - | - |
| 6 | Subtotal Summer | | 6 | 80.79 | 1,991,559 |
| 7 | FALL | | 7 | | |
| 8 | Resident | Graduate (4801) | 8 | 246.54 | 4,225,186 |
| 9 | | Undergraduate (4802) | 9 | - | - |
| 10 | Nonresident | Graduate (4901) | 10 | 244.29 | 7,514,777 |
| 11 | | Undergraduate (4902) | 11 | - | - |
| 12 | Subtotal Fall | | 12 | 490.83 | 11,739,963 |
| 13 | WINTER | | 13 | | |
| 14 | Resident | Graduate (4801) | 14 | | - |
| 15 | | Undergraduate (4802) | 15 | | - |
| 16 | Nonresident | Graduate (4901) | 16 | | - |
| 17 | | Undergraduate (4902) | 17 | | - |
| 18 | Subtotal Winter | | 18 | - | - |
| 19 | SPRING | | 19 | | |
| 20 | Resident | Graduate (4801) | 20 | 250.54 | 4,248,142 |
| 21 | | Undergraduate (4802) | 21 | - | - |
| 22 | Nonresident | Graduate (4901) | 22 | 244.17 | 7,478,887 |
| 23 | | Undergraduate (4902) | 23 | - | - |
| 24 | Subtotal Spring | | 24 | 494.71 | 11,727,029 |
| 25 | SUBTOTAL | | 25 | | |
| 26 | Resident | Graduate (4801) | 26 | 541.12 | 9,225,294 |
| 27 | | Undergraduate (4802) | 27 | - | - |
| 28 | Nonresident | Graduate (4901) | 28 | 525.21 | 16,233,257 |
| 29 | | Undergraduate (4902) | 29 | - | - |
| 30 | | | 30 | | |
| 31 | SUBTOTAL RESIDENT | | 31 | 541.12 | 9,225,294 |
| 32 | SUBTOTAL NONRESIDENT | | 32 | 525.21 | 16,233,257 |
| 33 | SUBTOTAL GRADUATE | | 33 | 1,066.33 | 25,458,551 |
| 34 | SUBTOTAL UNDERGRADUATE | | 34 | - | - |
| 35 | TOTAL TUITION REVENUE (E&G CORE Function Code 1100) | | 35 | 1,066.33 | 25,458,551 |

36 Scholarship allowance information can be found on the institution's audited financial statements or in the state's accounting system (CORE). The actual institutional funds devoted to student financial aid are reported on Format 1800.

Total Tuition Includes Stipend Reimbursement

Tuition rate information previously provided in Formats 35R and 35NR can be found in the DHE Tuition and Fee Survey.

Institution No.:

Format 410

NAME: Colorado State University

## APPROPRIATED EDUCATION & GENERAL REVENUE (Other than Tuition) (Function Code 1100)[1]

Due Date: October 08, 2018

| Ln No | Object | Ln No | 2017-18 Actual | 2018-19 Estimate |
|---|---|---|---|---|
| 1 | Appropriated Academic Fees ( RSC 5002)[2] | 1 | Report in Format 411 | Report in Format 411 |
| 2 | | 2 | | |
| 3 | Amendment 50 Moneys (Transfer Code 900T)[3] | 3 | Report in Format 411 | Report in Format 411 |
| 4 | Tobacco Settlement Moneys | 4 | | |
| 5 | DOLA Local Govt Mineral Impact Fund | 5 | | |
| 6 | | 6 | | |
| 7 | | 7 | | |
| 8 | | 8 | | |
| 9 | | 9 | | |
| 10 | | 10 | | |
| 11 | | 11 | | |
| 12 | | 12 | | |
| 13 | | 13 | | |
| 14 | | 14 | | |
| 15 | | 15 | | |
| 16 | | 16 | | |
| 17 | | 17 | | |
| 18 | | 18 | | |
| 19 | | 19 | | |
| 20 | TOTAL OTHER APPROPRIATED E & G REVENUES | 20 | - | - |

[1] Tuition revenue is reported on Format 100

[2] Pursuant to HB11-1301, fees are no longer appropriated beginning in FY 2011-12. This category will be reported on Format 411 beginning in FY 2011-12.

[3] Beginning FY 14-15 Amendement 50 Moneys were appropriated as informational, so they will now be reported on Format 411. These Revenues were reported in a unique revenue code (EAT1) in COFRS, however, they are now reported as part of transfer code 900T in CORE. There may be other revenues also reported in 900T. Only the Limited Gaming funds should be reported on this line.

Institution No.:

Format 411

NON APPROPRIATED EDUCATION & GENERAL REVENUES (Other than Tuition) - Balance of Function Code 1100[1]

NAME: Colorado State University

Due Date: October 05, 2018

| Ln No | Object | Ln No | 2017-18 Actual | 2018-19 Estimate |
|---|---|---|---|---|
| | Non Appropriated Education & General Revenues (Itemize below) | | | |
| 1 | Academic Fees ( RSC 5009)[2] | 1 | | |
| 2 | Indirect Cost Recoveries | 2 | | |
| 3 | Miscellaneous Revenues | 3 | 14,008,287 | 20,659,142 |
| 4 | Mandatory Registration and Course Fees[4] | 4 | | |
| 5 | Incidental Income - Educational Activities | 5 | | |
| 6 | Student Activity Fees | 6 | | |
| 7 | State Grants and Contracts (not FFS) | 7 | | |
| 8 | Other Mandatory Fees | 8 | | |
| 9 | Amendment 50 Moneys (Transfer Code 900T)[5] | 9 | | |
| 10 | Federal Funds (Animal, Health & Disease) | 10 | 260,193 | 180,316 |
| 11 | WICHE Equipment & Replacement Fee | 11 | 139,650 | 139,650 |
| 12 | WICHE Equipment Reserve | 12 | 145,350 | 145,350 |
| 13 | Veterinary Teaching Hospital | 13 | 24,163,364 | 25,763,970 |
| 14 | | 14 | | |
| 15 | | 15 | | |
| 16 | Rents | 16 | | |
| 17 | Investment Income | 17 | 8,211 | |
| 18 | Miscellaneous Non-Operating Income | 18 | | |
| 19 | | 19 | | |
| 20 | | 20 | | |
| 21 | | 21 | | |
| 22 | | 22 | | |
| 23 | | 23 | | |
| 24 | | 24 | | |
| 25 | Total Non Appropriated Education & General Revenues | 25 | 38,725,055 | 46,888,428 |
| 26 | E&G Rollforward (TO future year) / FROM prior year[3] | 26 | (11,705,949) | - |
| 27 | | 27 | | |
| 28 | | 28 | | |
| 29 | | 29 | | |
| 30 | TOTAL NON APPROPRIATED E & G REVENUES | 30 | 27,019,106 | 46,888,428 |

[1] Tuition revenue is reported on Format 100

[2] Pursuant to HB11-1301, fees are no longer appropriated beginning in FY 2011-12. This category will be reported on Format 411 beginning in FY 2011-12.

[3] This cell, in each column, is meant to demonstrate whether the E&G revenues for the year are more or less than actual or projected expenses for the year. This difference between revenues and expenses should approximate the E&G portion of the institutions overall "change in fund balance"

[4] The Course Fees reported on this line are the fees that have historically been non-appropriated. They are not the same fees reported in line 1 that are moving from Fmt 410 to 411 as a result of HB 11-1301.

[5] Beginning FY 14-15 Amendement 50 Moneys were appropriated as Informational, so they will now be reported on Format 411. These Revenues were reported in a unique revenue code (EAT1) in COFRS, however, they are now reported as part of transfer code 900T in CORE. There may be other revenues also reported in 900T. Only the Limited Gaming funds should be reported on this line.

Institution No.:

Format 413

Appropriated Non Education and General - Function Code 1900

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | 2017-18 Actual | 2018-19 Estimate |
|---|---|---|---|---|
| | **Non Education & General Appropriated Revenues (Itemize below)** | | | |
| 1 | Marijuana Tax Fund Appropriation | 1 | | |
| 2 | | 2 | | |
| 3 | | 3 | | |
| 4 | | 4 | | |
| 5 | | 5 | | |
| 6 | | 6 | | |
| 7 | | 7 | | |
| 8 | | 8 | | |
| 9 | | 9 | | |
| 10 | | 10 | | |
| 11 | | 11 | | |
| 12 | | 12 | | |
| 13 | | 13 | | |
| 14 | | 14 | | |
| 15 | | 15 | | |
| 16 | | 16 | | |
| 17 | | 17 | | |
| 18 | | 18 | | |
| 19 | | 19 | | |
| 20 | | 20 | | |
| 21 | | 21 | | |
| 22 | | 22 | | |
| 23 | | 23 | | |
| 24 | | 24 | | |
| 25 | | 25 | - | - |
| 26 | | 26 | - | - |
| 27 | | 27 | | |
| 28 | | 28 | | |
| 29 | | 29 | | |
| 30 | TOTAL APPROPRIATED Non Education and General Funds | 30 | | - |

Institution No.:

Format 600

STATE SUPPORT

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | 2017-18 Actual | 2018-19 Estimate |
|---|---|---|---|---|
| 1 | General Fund Appropriations | 1 | | |
| 2 | Local District College Appropriation | 2 | | |
| 3 | | 3 | | |
| 4 | | 4 | | |
| 5 | | 5 | | |
| 6 | | 6 | | |
| 7 | | 7 | | |
| 8 | | 8 | | |
| 9 | | 9 | | |
| 10 | | 10 | | |
| 11 | | 11 | | |
| 12 | | 12 | | |
| 13 | | 13 | | |
| 14 | Other Restrictions of General Fund / Revenue | 14 | | |
| 15 | | 15 | | |
| 16 | | 16 | | |
| 17 | | 17 | | |
| 18 | | 18 | | |
| 19 | | 19 | | |
| 20 | | 20 | | |
| 21 | | 21 | | |
| 22 | | 22 | | |
| 23 | | 23 | | |
| 24 | | 24 | | |
| 25 | TOTAL APPROPRIATION REVENUES | 25 | - | - |

Institution No.:

Format 1100

## EDUCATION & GENERAL - INSTRUCTION

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|
| 1 | Salaries, Full-Time Faculty Non-Classified | 1 | 142.00 | 14,619,827 | 122.17 | 16,675,804 |
| 2 | Benefits, Full-time Faculty Non-Classified | 2 | | 4,220,075 | | 4,796,429 |
| 3 | Salaries, Part-Time Faculty Non-Classified | 3 | 0.70 | 47,324 | 0.84 | 49,115 |
| 4 | Benefits, Part-Time Faculty, Non-Classified | 4 | | 6,150 | | 6,827 |
| 5 | Subtotal, Faculty | 5 | 142.70 | 18,893,876 | 123.01 | 21,528,175 |
| 6 | Salaries, Other, Non-Classified | 6 | 101.20 | 5,548,333 | 98.23 | 5,148,820 |
| 7 | Benefits, Other, Non-Classified | 7 | | 1,382,646 | | 1,298,196 |
| 8 | Subtotal Non-Classified Staff | 8 | 243.90 | 25,824,855 | 221.24 | 27,975,191 |
| 9 | | 9 | | | | |
| 10 | Compensation, Support Assistants | 10 | 0.10 | 3,322 | - | - |
| 11 | Salaries, Classified Staff | 11 | 134.00 | 6,449,991 | 151.37 | 6,665,561 |
| 12 | Benefits, Classified Staff | 12 | | 2,747,696 | | 2,779,539 |
| 13 | Subtotal Support Staff | 13 | 134.10 | 9,203,009 | 151.37 | 9,445,100 |
| 14 | | 14 | | | | |
| 15 | Total Personnel | 15 | 378.00 | 35,027,864 | 372.61 | 37,420,291 |
| 16 | | 16 | | | | |
| 17 | Hourly Compensation | 17 | | 342,329 | | 298,409 |
| 18 | | 18 | | | | |
| 19 | Travel | 19 | | 273,324 | | 10,049 |
| 20 | Other Current Expense | 20 | | 11,369,534 | | 15,743,876 |
| 21 | | 21 | | | | |
| 22 | | 22 | | | | |
| 23 | Capital | 23 | | 710,860 | | - |
| 24 | | 24 | | | | |
| 25 | TOTAL EDUCATION & GENERAL INSTRUCTION | 25 | 378.00 | 47,723,911 | 372.61 | 53,472,625 |

FTE Note. For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Institution No.:

Format 1200

EDUCATION & GENERAL - RESEARCH

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|
| 1 | Salaries, Full-Time Faculty Non-Classified | 1 | 3.70 | 349,214 | 1.00 | 137,515 |
| 2 | Benefits, Full-time Faculty Non-Classified | 2 | | 123,747 | | 40,868 |
| 3 | Salaries, Part-Time Faculty Non-Classified | 3 | | - | - | |
| 4 | Benefits, Part-Time Faculty, Non-Classified | 4 | | - | | |
| 5 | Subtotal, Faculty | 5 | 3.70 | 472,961 | 1.00 | 178,383 |
| 6 | Salaries, Other, Non-Classified | 6 | 7.00 | 394,408 | 2.77 | 133,397 |
| 7 | Benefits, Other, Non-Classified | 7 | | 104,750 | | 31,995 |
| 8 | Subtotal Non-Classified Staff | 8 | 10.70 | 972,119 | 3.77 | 343,775 |
| 9 | | 9 | | | | |
| 10 | Compensation, Support Assistants | 10 | 0.30 | 15,989 | - | - |
| 11 | Salaries, Classified Staff | 11 | 1.00 | 48,002 | 2.00 | 81,108 |
| 12 | Benefits, Classified Staff | 12 | | 20,586 | | 33,822 |
| 13 | Subtotal Support Staff | 13 | 1.30 | 84,577 | 2.00 | 114,930 |
| 14 | | 14 | | | | |
| 15 | Total Personnel | 15 | 12.00 | 1,056,696 | 5.77 | 458,705 |
| 16 | | 16 | | | | |
| 17 | Hourly Compensation | 17 | | 63,408 | | |
| 18 | | 18 | | | | |
| 19 | Travel | 19 | | 111,048 | | 3,000 |
| 20 | Other Current Expense | 20 | | 903,215 | | 497,794 |
| 21 | | 21 | | | | |
| 22 | | 22 | | | | |
| 23 | Capital | 23 | | 190,253 | | - |
| 24 | | 24 | | | | |
| 25 | TOTAL EDUCATION & GENERAL RESEARCH | 25 | 12.00 | 2,324,620 | 5.77 | 959,499 |

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Institution No.:

Format 1200

## EDUCATION & GENERAL - RESEARCH

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|
| 1 | Salaries, Full-Time Faculty Non-Classified | 1 | 53.00 | 5,627,409 | 51.40 | 5,761,954 |
| 2 | Benefits, Full-time Faculty Non-Classified | 2 | | 1,753,845 | | 1,675,939 |
| 3 | Salaries, Part-Time Faculty Non-Classified | 3 | 1.90 | 65,961 | - | 600 |
| 4 | Benefits, Part-Time Faculty, Non-Classified | 4 | | 7,231 | 64.20 | 83 |
| 5 | Subtotal, Faculty | 5 | 54.90 | 7,454,446 | 115.60 | 7,438,576 |
| 6 | Salaries, Other, Non-Classified | 6 | 68.70 | 4,889,022 | | 4,265,099 |
| 7 | Benefits, Other, Non-Classified | 7 | | 1,332,949 | | 1,192,464 |
| 8 | Subtotal Non-Classified Staff | 8 | 123.60 | 13,676,417 | 115.60 | 12,896,139 |
| 9 | | 9 | | | | |
| 10 | Compensation, Support Assistants | 10 | 16.20 | 823,073 | 6.60 | 289,940 |
| 11 | Salaries, Classified Staff | 11 | 14.00 | 750,392 | 13.40 | 694,034 |
| 12 | Benefits, Classified Staff | 12 | | 319,667 | | 289,412 |
| 13 | Subtotal Support Staff | 13 | 30.20 | 1,893,132 | 20.00 | 1,273,386 |
| 14 | | 14 | | | | |
| 15 | Total Personnel | 15 | 153.80 | 15,569,549 | 135.60 | 14,169,525 |
| 16 | | 16 | | | | |
| 17 | Hourly Compensation | 17 | | 310,279 | | 64,666 |
| 18 | | 18 | | | | |
| 19 | Travel | 19 | | 467,394 | | 112,989 |
| 20 | Other Current Expense | 20 | | 5,535,589 | | 6,543,002 |
| 21 | | 21 | | | | |
| 22 | | 22 | | | | |
| 23 | Capital | 23 | | 536,597 | | 15,000 |
| 24 | | 24 | | | | |
| 25 | TOTAL EDUCATION & GENERAL RESEARCH | 25 | 153.80 | 22,419,408 | 135.60 | 20,905,182 |

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Institution No.:

Format 1300

## EDUCATION & GENERAL - PUBLIC SERVICE

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|
| 1 | DO NOT DELETE ROWS 1-5 | 1 | | | | |
| 2 | DO NOT DELETE ROWS 1-5 | 2 | | | | |
| 3 | DO NOT DELETE ROWS 1-5 | 3 | | | | |
| 4 | DO NOT DELETE ROWS 1-5 | 4 | | | | |
| 5 | DO NOT DELETE ROWS 1-5 | 5 | | | | |
| 6 | Salaries, Non-Classified Staff | 6 | | | | |
| 7 | Benefits, Non-Classified Staff | 7 | | | | |
| 8 | Subtotal, Non-Classified Staff | 8 | - | - | - | - |
| 9 | | 9 | | | | |
| 10 | | 10 | | | | |
| 11 | Salaries, Classified Staff | 11 | | | | |
| 12 | Benefits, Classified Staff | 12 | | | | |
| 13 | Subtotal Classified Staff | 13 | - | - | - | - |
| 14 | | 14 | | | | |
| 15 | Total Personnel | 15 | - | - | - | - |
| 16 | | 16 | | | | |
| 17 | Hourly Compensation | 17 | | | | |
| 18 | | 18 | | | | |
| 19 | Travel | 19 | | | | |
| 20 | Other Current Expense | 20 | | | | |
| 21 | | 21 | | | | |
| 22 | | 22 | | | | |
| 23 | Capital | 23 | | | | |
| 24 | | 24 | | | | |
| 25 | TOTAL EDUCATION & GENERAL PUBLIC SERVICE | 25 | - | - | - | - |

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Institution No.:

Format 1400

## EDUCATION & GENERAL - ACADEMIC SUPPORT

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|
| 1 | DO NOT DELETE ROWS 1-5 | 1 | | | | |
| 2 | DO NOT DELETE ROWS 1-5 | 2 | | | | |
| 3 | DO NOT DELETE ROWS 1-5 | 3 | | | | |
| 4 | DO NOT DELETE ROWS 1-5 | 4 | | | | |
| 5 | DO NOT DELETE ROWS 1-5 | 5 | | | | |
| 6 | Salaries, Non-Classified Staff | 6 | - | - | - | - |
| 7 | Benefits, Non-Classified Staff | 7 | | - | | - |
| 8 | Subtotal, Non-Classified Staff | 8 | - | - | - | - |
| 9 | | 9 | | | | |
| 10 | | 10 | | | | |
| 11 | Salaries, Classified Staff | 11 | - | - | - | - |
| 12 | Benefits, Classified Staff | 12 | | - | | - |
| 13 | Subtotal Classified Staff | 13 | - | - | - | - |
| 14 | | 14 | | | | |
| 15 | Total Personnel | 15 | - | - | - | - |
| 16 | | 16 | | | | |
| 17 | Hourly Compensation | 17 | | - | | - |
| 18 | | 18 | | | | |
| 19 | Travel | 19 | | - | | |
| 20 | Other Current Expense | 20 | | - | | - |
| 21 | | 21 | | | | |
| 22 | | 22 | | | | |
| 23 | Capital | 23 | | - | | - |
| 24 | | 24 | | | | |
| 25 | TOTAL EDUCATION & GENERAL ACADEMIC SUPPORT | 25 | - | - | - | - |

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Institution No.:

Format 1500

## EDUCATION & GENERAL - STUDENT SERVICES

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|
| 1 | DO NOT DELETE ROWS 1-5 | 1 | | | | |
| 2 | DO NOT DELETE ROWS 1-5 | 2 | | | | |
| 3 | DO NOT DELETE ROWS 1-5 | 3 | | | | |
| 4 | DO NOT DELETE ROWS 1-5 | 4 | | | | |
| 5 | DO NOT DELETE ROWS 1-5 | 5 | | | | |
| 6 | Salaries, Non-Classified Staff | 6 | - | - | - | - |
| 7 | Benefits, Non-Classified Staff | 7 | | - | | - |
| 8 | Subtotal, Non-Classified Staff | 8 | - | - | - | - |
| 9 | | 9 | | | | |
| 10 | | 10 | | | | |
| 11 | Salaries, Classified Staff | 11 | - | - | - | - |
| 12 | Benefits, Classified Staff | 12 | | - | | - |
| 13 | Subtotal Classified Staff | 13 | - | - | - | - |
| 14 | | 14 | | | | |
| 15 | Total Personnel | 15 | - | - | - | - |
| 16 | | 16 | | | | |
| 17 | Hourly Compensation | 17 | | - | | - |
| 18 | | 18 | | | | |
| 19 | Travel | 19 | | - | | |
| 20 | Other Current Expense | 20 | | - | | - |
| 21 | | 21 | | | | |
| 22 | | 22 | | | | |
| 23 | Capital | 23 | | | | |
| 24 | | 24 | | | | |
| 25 | TOTAL EDUCATION & GENERAL STUDENT SERVICES | 25 | - | - | - | - |

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Institution No.:

Format 1600

EDUCATION & GENERAL - INSTITUTIONAL SUPPORT

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|
| 1 | DO NOT DELETE ROWS 1-5 | 1 | | | | |
| 2 | DO NOT DELETE ROWS 1-5 | 2 | | | | |
| 3 | DO NOT DELETE ROWS 1-5 | 3 | | | | |
| 4 | DO NOT DELETE ROWS 1-5 | 4 | | | | |
| 5 | DO NOT DELETE ROWS 1-5 | 5 | | | | |
| 6 | Salaries, Non-Classified Staff | 6 | - | - | - | - |
| 7 | Benefits, Non-Classified Staff | 7 | | - | | - |
| 8 | Subtotal, Non-Classified Staff | 8 | - | - | - | - |
| 9 | | 9 | | | | |
| 10 | | 10 | | | | |
| 11 | Salaries, Classified Staff | 11 | - | - | - | - |
| 12 | Benefits, Classified Staff | 12 | | - | | - |
| 13 | Subtotal Classified Staff | 13 | - | - | - | - |
| 14 | | 14 | | | | |
| 15 | Total Personnel | 15 | - | - | - | - |
| 16 | | 16 | | | | |
| 17 | Hourly Compensation | 17 | | - | | - |
| 18 | | 18 | | | | |
| 19 | Travel | 19 | | - | | |
| 20 | Other Current Expense | 20 | | 800,347 | | 1,129,271 |
| 21 | | 21 | | | | |
| 22 | | 22 | | | | |
| 23 | Capital | 23 | | - | | |
| 24 | | 24 | | | | |
| 25 | TOTAL EDUCATION & GENERAL INSTITUTIONAL SUPPORT | 25 | - | 800,347 | - | 1,129,271 |

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Institution No.:

Format 1700

## EDUCATION & GENERAL - OPERATION & MAINTENANCE OF PLANT

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|
| 1 | DO NOT DELETE ROWS 1-5 | 1 | | | | |
| 2 | DO NOT DELETE ROWS 1-5 | 2 | | | | |
| 3 | DO NOT DELETE ROWS 1-5 | 3 | | | | |
| 4 | DO NOT DELETE ROWS 1-5 | 4 | | | | |
| 5 | DO NOT DELETE ROWS 1-5 | 5 | | | | |
| 6 | Salaries, Non-Classified Staff | 6 | - | - | - | - |
| 7 | Benefits, Non-Classified Staff | 7 | | - | | - |
| 8 | Subtotal, Non-Classified Staff | 8 | - | - | - | - |
| 9 | | 9 | | | | |
| 10 | | 10 | | | | |
| 11 | Salaries, Classified Staff | 11 | - | - | - | - |
| 12 | Benefits, Classified Staff | 12 | | - | | - |
| 13 | Subtotal Classified Staff | 13 | - | - | - | - |
| 14 | | 14 | | | | |
| 15 | Total Personnel | 15 | - | - | - | - |
| 16 | | 16 | | | | |
| 17 | Hourly Compensation | 17 | | - | | - |
| 18 | | 18 | | | | |
| 19 | Travel | 19 | | - | | |
| 20 | Other Current Expense | 20 | | 978,198 | | 1,380,215 |
| 21 | Utilities | 21 | | 336,864 | | 445,787 |
| 22 | | 22 | | | | |
| 23 | Capital | 23 | | - | | |
| 24 | | 24 | | | | |
| 25 | TOTAL EDUCATION & GENERAL OPERATION & MAINTENANCE OF PLANT | 25 | - | 1,315,062 | - | 1,826,002 |

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Institution No.:

Format 1800

## EDUCATION & GENERAL - SCHOLARSHIPS & FELLOWSHIPS

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | 2017-18 Actual | 2018-19 Estimate |
|---|---|---|---|---|
| 1 | Scholarships and Fellowships | 1 | - | - |
| 2 | | 2 | | |
| 3 | | 3 | | |
| 4 | | 4 | | |
| 5 | | 5 | | |
| 6 | | 6 | | |
| 7 | | 7 | | |
| 8 | | 8 | | |
| 9 | | 9 | | |
| 10 | | 10 | | |
| 11 | | 11 | | |
| 12 | | 12 | | |
| 13 | | 13 | | |
| 14 | | 14 | | |
| 15 | | 15 | | |
| 16 | | 16 | | |
| 17 | | 17 | | |
| 18 | | 18 | | |
| 19 | | 19 | | |
| 20 | | 20 | | |
| 21 | | 21 | | |
| 22 | | 22 | | |
| 23 | | 23 | | |
| 24 | | 24 | | |
| 25 | TOTAL EDUCATION & GENERAL SCHOLARSHIPS & FELLOWSHIPS | 25 | - | - |

Scholarship allowance information can be found on the institution's audited financial statements or in the state's accounting system (COFRS). The actual institutional funds devoted to student financial aid are

Institution No.:

Format 1900

## EDUCATION & GENERAL - HOSPITALS

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|
| 1 | DO NOT DELETE ROWS 1-5 | 1 | | | | |
| 2 | DO NOT DELETE ROWS 1-5 | 2 | | | | |
| 3 | DO NOT DELETE ROWS 1-5 | 3 | | | | |
| 4 | DO NOT DELETE ROWS 1-5 | 4 | | | | |
| 5 | DO NOT DELETE ROWS 1-5 | 5 | | | | |
| 6 | Salaries, Other, Non-Classified | 6 | | | | |
| 7 | Benefits, Other, Non-Classified | 7 | | | | |
| 8 | Compensation, Part-Time Non-Classified | 8 | | | | |
| 9 | Subtotal Non-Classified Staff | 9 | - | - | - | - |
| 10 | | 10 | | | | |
| 11 | Salaries, Classified Staff | 11 | | | | |
| 12 | Benefits, Classified Staff | 12 | | | | |
| 13 | Subtotal Support Staff | 13 | - | - | - | - |
| 14 | | 14 | | | | |
| 15 | Total Personnel | 15 | - | - | - | - |
| 16 | | 16 | | | | |
| 17 | Hourly Compensation | 17 | | | | |
| 18 | | 18 | | | | |
| 19 | Travel | 19 | | | | |
| 20 | Other Current Expense | 20 | | | | |
| 21 | | 21 | | | | |
| 22 | | 22 | | | | |
| 23 | Capital | 23 | | | | |
| 24 | | 24 | | | | |
| | | 25 | | | | |
| 25 | TOTAL EDUCATION & GENERAL HOSPITALS | | - | - | - | - |

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Institution No.:

Format 2000

## TRANSFERS (TO) FROM CURRENT EDUCATION & GENERAL FUNDS

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | 2017-18 Actual | 2018-19 Estimate |
|---|---|---|---|---|
| 1 | Mandatory Transfers: | 1 | | |
| 2 | | 2 | | |
| 3 | | 3 | | |
| 4 | | 4 | | |
| 5 | | 5 | | |
| 6 | | 6 | | |
| 7 | | 7 | | |
| 8 | | 8 | | |
| 9 | | 9 | | |
| 10 | Subtotal Mandatory Transfers: | 10 | - | - |
| 11 | | 11 | | |
| 12 | Non-mandatory Transfers: | 12 | (69,582) | - |
| 13 | rounding | 13 | (1) | |
| 14 | | 14 | | |
| 15 | | 15 | | |
| 16 | | 16 | | |
| 17 | | 17 | | |
| 18 | | 18 | | |
| 19 | Subtotal Non-mandatory Transfers: | 19 | (69,583) | - |
| 20 | TOTAL TRANSFERS (TO) FROM FUNDS CURRENT EDUCATION & GENERAL FUNDS | 20 | (69,583) | - |

# Budget Data Book

## Actual Fiscal Year 2017-18
## Estimate Fiscal Year 2018-19

Institution Name: *Colorado State University*
Unit (Campus): CSU Extension
Institution Code: GGB
Contact Information: Angie Nielsen

Tuition rate information previously provided in Formats 35R and 35NR can be found in the DHE Tuition and Fee Survey.

## Submitted: October 8, 2018

Governing Board Summary

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Functional Expenditure Summary | | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|---|
| 1 | Instruction | Fmt. 1100 Ln 25 | 1 | - | - | - | - |
| 2 | Research (State Supported) | Fmt. 1200 Ln 25 | 2 | - | - | - | - |
| 3 | Public Service | Fmt. 1300 Ln 25 | 3 | - | - | - | - |
| 4 | Academic Support | Fmt. 1400 Ln 25 | 4 | - | - | - | - |
| 5 | Student Services | Fmt. 1500 Ln 25 | 5 | - | - | - | - |
| 6 | Institutional Support | Fmt. 1600 Ln 25 | 6 | - | - | - | - |
| 7 | Operation & Maintenance of Plant | Fmt. 1700 Ln 25 | 7 | - | - | - | - |
| 8 | Scholarships & Fellowships | Fmt. 1800 Ln 25 | 8 | - | - | - | - |
| 9 | Hospitals | Fmt. 1900 Ln 25 | 9 | - | - | - | - |
| 10 | Transfers | Fmt. 2000 Ln 20 | 10 | - | - | - | - |
| 11 | TOTAL EDUCATION & GENERAL EXPENDITURES | | 11 | - | - | - | - |
| 12 | SOURCE OF FUNDS (Fund Number) | | 12 | | | | |
| 13 | State Appropriation | Fmt. 600 Ln 25 | 13 | | - | | - |
| 14 | FFS Contracts | Fmt. 700 Ln 1 | 14 | | - | | - |
| 15 | Undergraduate Resident Tuition "Stipend" | | 15 | - | - | - | - |
| 16 | Undergraduate Resident Tuition "Student Share" | | 16 | | - | | - |
| 17 | **Subtotal Undergraduate Tuition** | | 17 | | - | | - |
| 18 | Graduate Resident Tuition | | 18 | | - | | - |
| 19 | Non-Resident Tuition | | 19 | | - | | - |
| 20 | Total Tuition | | 20 | | - | | - |
| 21 | Appropriated E&G | | 21 | | - | | - |
| 22 | | | 22 | | - | | - |
| 23 | | | 23 | | | | |
| 24 | | | 24 | | | | |
| 25 | Non Appropriated E & G (Other than Tuition) Function Code 11XX | | 25 | | - | | - |
| 26 | | | 26 | | | | |
| 27 | TOTAL EDUCATION & GENERAL REVENUE | | 27 | | - | | - |

Scholarship allowance information can be found on the institution's audited financial statements or in the state's accounting system (CORE). The actual institutional funds devoted to student financial aid are reported on Format 1800.

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Institution No.:

Format 20

INSTITUTION SUMMARY

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Functional Expenditure Summary | | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|---|
| 1 | Instruction | Fmt. 1100 Ln 25 | 1 | - | - | - | - |
| 2 | Research (State Supported) | Fmt. 1200 Ln 25 | 2 | - | - | - | - |
| 3 | Public Service | Fmt. 1300 Ln 25 | 3 | 162.60 | 16,598,328 | 164.20 | 16,870,619 |
| 4 | Academic Support | Fmt. 1400 Ln 25 | 4 | - | - | - | - |
| 5 | Student Services | Fmt. 1500 Ln 25 | 5 | - | - | - | - |
| 6 | Institutional Support | Fmt. 1600 Ln 25 | 6 | - | 1,073,401 | - | 1,431,784 |
| 7 | Operation & Maintenance of Plant | Fmt. 1700 Ln 25 | 7 | - | 559,572 | - | 735,819 |
| 8 | Scholarships & Fellowships | Fmt. 1800 Ln 25 | 8 | - | - | - | - |
| 9 | Hospitals | Fmt. 1900 Ln 25 | 9 | - | - | - | - |
| 10 | Transfers | Fmt. 2000 Ln 20 | 10 | - | - | - | - |
| 11 | TOTAL EDUCATION & GENERAL EXPENDITURES | | 11 | 162.60 | 18,231,301 | 164.20 | 19,038,222 |
| 12 | SOURCE OF FUNDS (Fund Number) | | 12 | | | | |
| 13 | State Appropriation | Fmt. 600 Ln 25 | 13 | | - | | - |
| 14 | FFS Contracts | Fmt. 070 Ln 12 | 14 | | 12,946,223 | | 13,732,371 |
| 15 | Undergraduate Resident Tuition "Stipend" | | 15 | - | | - | |
| 16 | Undergraduate Resident Tuition "Student Share" | | 16 | | - | | |
| 17 | **Subtotal Undergraduate Resident Tuition** | Fmt. 100 | 17 | | - | | - |
| 18 | Graduate Resident Tuition | Fmt. 100 | 18 | | - | | |
| 19 | Non-Resident Tuition | Fmt. 100 | 19 | | - | | |
| 20 | Total Tuition | Fmt. 100 | 20 | | - | | - |
| 21 | | | 21 | | - | | - |
| 22 | | | 22 | | - | | - |
| 23 | | | 23 | | | | |
| 24 | | | 24 | | | | |
| 25 | Non Appropriated E & G (Other than Tuition) Fun | Fmt. 411 Ln 20 | 25 | | 5,285,078 | | 5,305,851 |
| 26 | | | 26 | | | | |
| 27 | TOTAL EDUCATION & GENERAL REVENUE | | 27 | | 18,231,301 | | 19,038,222 |

Blue cells should be entered directly on this format, they will not "roll up" from another format

**Scholarship** allowance information can be found on the institution's audited financial statements or in the state's accounting system (CORE). The actual institutional funds devoted to student financial aid are reported on Format 1800.

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

CORE Code: 4407
Institution No.:

Format 070

Fee-For-Service Contracts (System Level Only)[1]

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | 2017-18 Actual | 2018-19 Estimate |
|---|---|---|---|---|
| 1 | Contracts: | 1 | | |
| 2 | Educational services in rural areas or communities in which the cost of delivering the educational services is not sustained by the amount received in student tuition | 2 | - | - |
| 3 | Reciprocal | 3 | - | - |
| 4 | Graduate school services | 4 | - | - |
| 5 | Economic development | 5 | - | - |
| 6 | Specialized educational services and professional degrees, including but not limited to the areas of dentistry medicine, veterinary medicine, nursing, law, forestry, and engineering. | 6 | 12,946,223 | 13,732,371 |
| 7 | | 7 | | |
| 8 | | 8 | | |
| 9 | | 9 | | |
| 10 | | 10 | | |
| 11 | | 11 | | |
| 12 | Total | 12 | 12,946,223 | 13,732,371 |

[1] This is not needed by institution, but only in total for the system.

Institution No.:

Format 30

## STUDENT, FACULTY, AND STAFF DATA

NAME: Colorado State University

Due Date: October 05, 2018

| Ln No | | Ln No | 2017-18 Actual | 2018-19 Estimate |
|---|---|---|---|---|
| 1 | STUDENT FTE DATA: | 1 | | |
| 2A | COF Resident Undergraduate FTE | 2A | - | - |
| 2B | Non-COF Resident Undergraduate FTE | 2B | | |
| 2C | Total Resident Undergraduate FTE | 2C | - | - |
| 3 | Resident Graduate FTE | 3 | - | - |
| 4 | Total Resident FTE | 4 | - | - |
| 5 | | 5 | | |
| 6 | Nonresident Undergraduate FTE | 6 | - | - |
| 7 | Nonresident Graduate FTE | 7 | - | - |
| 8 | Total Nonresident FTE | 8 | - | - |
| 9 | | 9 | | |
| 10 | Total FTE Undergraduate | 10 | - | - |
| 11 | Total FTE Graduate | 11 | - | - |
| 12 | Total FTE Students | 12 | - | - |
| 13 | | 13 | | |
| 15 | COST PER STUDENT | 15 | | |
| 16 | Total E&G Cost Per FTE Student | 16 | | |
| 17 | COF Stipend Per Undergraduate Resident FTE | 17 | | |
| 18 | | 18 | | |
| 19 | INSTRUCTIONAL and RESEARCH FACULTY DATA (SOURCE FMT 40 OR FMT 1100 and 1: | 19 | | |
| 20 | Faculty FTE Total | 20 | - | |
| 21 | FTE Full-time Faculty | 21 | - | |
| 22 | FTE Part-time Faculty | 22 | - | |
| 23 | | 23 | | |
| 24 | AVG COMPENSATION INSTRUCTIONAL and RESEARCH FACULTY | 24 | | |
| 25 | All Faculty Combined | 25 | - | |
| 26 | Full-time Average Compensation | 26 | - | |
| 27 | Part-time Average Compensation | 27 | - | |
| 28 | | 28 | | |
| 29 | Total Faculty and Staff FTE (Format 20) | 29 | 162.60 | |

Note: Rows 19 through 27 provide compensation information for instructional and research faculty only. Prior to FY 2010-11, past budget databooks provided compensation information for instructional faculty and staff.

Institution No.:

Format 40

NAME: Colorado State University

Due Date: October 08, 2018

SUMMARY

| COURSE LEVEL | 2017-18 Actual FTE STUDENTS | FTE FACULTY | S/F RATIO |
|---|---|---|---|
| Vocational | - | - | - |
| Lower Level | - | - | - |
| Upper Level | - | - | - |
| Total Undergraduate | - | - | - |
| Graduate I | - | - | - |
| Graduate II | - | - | - |
| Total Graduate | - | - | - |
| Grand Total | 0.00 | 0.00 | - |

NOTE: Institutions are required to maintain detailed information on the above data by Classification of Instructional Program (CIP) area. Detailed data available upon request.

Institution No.:

Format 100

TOTAL TUITION REVENUE and STUDENT FTE

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | CORE Revenue Source Code (RSC): | Ln No | 2017-18 FTE | 2017-18 Actual |
|---|---|---|---|---|---|
| 1 | SUMMER | | 1 | | |
| 2 | Resident | Graduate (4801) | 2 | - | - |
| 3 | | Undergraduate (4802) | 3 | - | - |
| 4 | Nonresident | Graduate (4901) | 4 | - | - |
| 5 | | Undergraduate (4902) | 5 | - | - |
| 6 | Subtotal Summer | | 6 | - | - |
| 7 | FALL | | 7 | | |
| 8 | Resident | Graduate (4801) | 8 | - | - |
| 9 | | Undergraduate (4802) | 9 | - | - |
| 10 | Nonresident | Graduate (4901) | 10 | - | - |
| 11 | | Undergraduate (4902) | 11 | - | - |
| 12 | Subtotal Fall | | 12 | - | - |
| 13 | WINTER | | 13 | | |
| 14 | Resident | Graduate (4801) | 14 | | - |
| 15 | | Undergraduate (4802) | 15 | | - |
| 16 | Nonresident | Graduate (4901) | 16 | | - |
| 17 | | Undergraduate (4902) | 17 | | - |
| 18 | Subtotal Winter | | 18 | - | - |
| 19 | SPRING | | 19 | | |
| 20 | Resident | Graduate (4801) | 20 | - | - |
| 21 | | Undergraduate (4802) | 21 | - | - |
| 22 | Nonresident | Graduate (4901) | 22 | - | - |
| 23 | | Undergraduate (4902) | 23 | - | - |
| 24 | Subtotal Spring | | 24 | - | - |
| 25 | SUBTOTAL | | 25 | | |
| 26 | Resident | Graduate (4801) | 26 | - | - |
| 27 | | Undergraduate (4802) | 27 | - | - |
| 28 | Nonresident | Graduate (4901) | 28 | - | - |
| 29 | | Undergraduate (4902) | 29 | - | - |
| 30 | | | 30 | | |
| 31 | SUBTOTAL RESIDENT | | 31 | - | - |
| 32 | SUBTOTAL NONRESIDENT | | 32 | - | - |
| 33 | SUBTOTAL GRADUATE | | 33 | - | - |
| 34 | SUBTOTAL UNDERGRADUATE | | 34 | - | - |
| 35 | TOTAL TUITION REVENUE (E&G CORE Function Code 1100) | | 35 | - | - |

36 Scholarship allowance information can be found on the institution's audited financial statements or in the state's accounting system (CORE). The actual institutional funds devoted to student financial aid are reported on Format 1800.

Total Tuition Includes Stipend Reimbursement

Tuition rate information previously provided in Formats 35R and 35NR can be found in the DHE Tuition and Fee Survey.

Institution No.:

Format 410

## APPROPRIATED EDUCATION & GENERAL REVENUE (Other than Tuition) (Function Code 1100)[1]

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | 2017-18 Actual | 2018-19 Estimate |
|---|---|---|---|---|
| 1 | Appropriated Academic Fees ( RSC 5002)[2] | 1 | Report in Format 411 | Report in Format 411 |
| 2 | | 2 | | |
| 3 | Amendment 50 Moneys (Transfer Code 900T)[3] | 3 | Report in Format 411 | Report in Format 411 |
| 4 | Tobacco Settlement Moneys | 4 | | |
| 5 | DOLA Local Govt Mineral Impact Fund | 5 | | |
| 6 | | 6 | | |
| 7 | | 7 | | |
| 8 | | 8 | | |
| 9 | | 9 | | |
| 10 | | 10 | | |
| 11 | | 11 | | |
| 12 | | 12 | | |
| 13 | | 13 | | |
| 14 | | 14 | | |
| 15 | | 15 | | |
| 16 | | 16 | | |
| 17 | | 17 | | |
| 18 | | 18 | | |
| 19 | | 19 | | |
| 20 | TOTAL OTHER APPROPRIATED E & G REVENUES | 20 | - | - |

[1] Tuition revenue is reported on Format 100

[2] Pursuant to HB11-1301, fees are no longer appropriated beginning in FY 2011-12. This category will be reported on Format 411 beginning in FY 2011-12.

[3] Beginning FY 14-15 Amendement 50 Moneys were appropriated as Informational, so they will now be reported on Format 411. These Revenues were reported in a unique revenue code (EAT1) in COFRS, however, they are now reported as part of transfer code 900T in CORE. There may be other revenues also reported in 900T. Only the Limited Gaming funds should be reported on this line.

Institution No.:

Format 411

NON APPROPRIATED EDUCATION & GENERAL REVENUES (Other than Tuition) - Balance of Function Code 1100[1]

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | 2017-18 Actual | 2018-19 Estimate |
|---|---|---|---|---|
| | **Non Appropriated Education & General Revenues (Itemize below)** | | | |
| 1 | Academic Fees ( RSC 5009)[2] | 1 | | |
| 2 | Indirect Cost Recoveries | 2 | | |
| 3 | Miscellaneous Revenues | 3 | 1,892,518 | 1,170,000 |
| 4 | Mandatory Registration and Course Fees[4] | 4 | | |
| 5 | Incidental Income - Educational Activities | 5 | | |
| 6 | Student Activity Fees | 6 | | |
| 7 | State Grants and Contracts (not FFS) | 7 | | |
| 8 | Other Mandatory Fees | 8 | | |
| 9 | Amendment 50 Moneys (Transfer Code 900T)[5] | 9 | | 4,135,851 |
| 10 | Federal Funds | 10 | 3,709,580 | |
| 11 | | 11 | | |
| 12 | | 12 | | |
| 13 | | 13 | | |
| 14 | | 14 | | |
| 15 | | 15 | | |
| 16 | Rents | 16 | | |
| 17 | Investment Income | 17 | | |
| 18 | Miscellaneous Non-Operating Income | 18 | | |
| 19 | | 19 | | |
| 20 | | 20 | | |
| 21 | | 21 | | |
| 22 | | 22 | | |
| 23 | | 23 | | |
| 24 | | 24 | | |
| 25 | Total Non Appropriated Education & General Revenues | 25 | 5,602,098 | 5,305,851 |
| 26 | E&G Rollforward (TO future year) / FROM prior year[3] | 26 | (317,020) | - |
| 27 | | 27 | | |
| 28 | | 28 | | |
| 29 | | 29 | | |
| 30 | TOTAL NON APPROPRIATED E & G REVENUES | 30 | 5,285,078 | 5,305,851 |

[1] Tuition revenue is reported on Format 100

[2] Pursuant to HB11-1301, fees are no longer appropriated beginning in FY 2011-12. This category will be reported on Format 411 beginning in FY 2011-12.

[3] This cell, in each column, is meant to demonstrate whether the E&G revenues for the year are more or less than actual or projected expenses for the year. This difference between revenues and expenses should approximate the E&G portion of the institutions overall "change in fund balance".

[4] The Course Fees reported on this line are the fees that have historically been non-appropriated. They are not the same fees reported in line 1 that are moving from Fmt 410 to 411 as a result of HB 11-1301.

[5] Beginning FY 14-15 Amendement 50 Moneys were appropriated as Informational, so they will now be reported on Format 411. These Revenues were reported in a unique revenue code (EAT1) in COFRS, however, they are now reported as part of transfer code 900T in CORE. There may be other revenues also reported in **900T**. Only the Limited Gaming funds should be reported on this line.

Institution No.:

Format 413

Appropriated Non Education and General - Function Code 1900

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | 2017-18 Actual | 2018-19 Estimate |
|---|---|---|---|---|
| | **Non Education & General Appropriated Revenues (Itemize below)** | | | |
| 1 | Marijuana Tax Fund Appropriation | 1 | | |
| 2 | | 2 | | |
| 3 | | 3 | | |
| 4 | | 4 | | |
| 5 | | 5 | | |
| 6 | | 6 | | |
| 7 | | 7 | | |
| 8 | | 8 | | |
| 9 | | 9 | | |
| 10 | | 10 | | |
| 11 | | 11 | | |
| 12 | | 12 | | |
| 13 | | 13 | | |
| 14 | | 14 | | |
| 15 | | 15 | | |
| 16 | | 16 | | |
| 17 | | 17 | | |
| 18 | | 18 | | |
| 19 | | 19 | | |
| 20 | | 20 | | |
| 21 | | 21 | | |
| 22 | | 22 | | |
| 23 | | 23 | | |
| 24 | | 24 | | |
| 25 | | 25 | - | - |
| 26 | | 26 | - | - |
| 27 | | 27 | | |
| 28 | | 28 | | |
| 29 | | 29 | | |
| 30 | TOTAL APPROPRIATED Non Education and General Funds | 30 | | - |

Institution No.:

Format 600

## STATE SUPPORT

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | 2017-18 Actual | 2018-19 Estimate |
|---|---|---|---|---|
| 1 | General Fund Appropriations | 1 | | |
| 2 | Local District College Appropriation | 2 | | |
| 3 | | 3 | | |
| 4 | | 4 | | |
| 5 | | 5 | | |
| 6 | | 6 | | |
| 7 | | 7 | | |
| 8 | | 8 | | |
| 9 | | 9 | | |
| 10 | | 10 | | |
| 11 | | 11 | | |
| 12 | | 12 | | |
| 13 | | 13 | | |
| 14 | Other Restrictions of General Fund / Revenue | 14 | | |
| 15 | | 15 | | |
| 16 | | 16 | | |
| 17 | | 17 | | |
| 18 | | 18 | | |
| 19 | | 19 | | |
| 20 | | 20 | | |
| 21 | | 21 | | |
| 22 | | 22 | | |
| 23 | | 23 | | |
| 24 | | 24 | | |
| 25 | TOTAL APPROPRIATION REVENUES | 25 | - | - |

Institution No.:

Format 1100

## EDUCATION & GENERAL - INSTRUCTION

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|
| 1 | Salaries, Full-Time Faculty Non-Classified | 1 | - | - | - | - |
| 2 | Benefits, Full-time Faculty Non-Classified | 2 | | - | | - |
| 3 | Salaries, Part-Time Faculty Non-Classified | 3 | - | - | - | - |
| 4 | Benefits, Part-Time Faculty, Non-Classified | 4 | | - | | - |
| 5 | Subtotal, Faculty | 5 | - | - | - | - |
| 6 | Salaries, Other, Non-Classified | 6 | - | - | | |
| 7 | Benefits, Other, Non-Classified | 7 | | | | |
| 8 | Subtotal Non-Classified Staff | 8 | - | - | - | - |
| 9 | | 9 | | | | |
| 10 | Compensation, Support Assistants | 10 | - | - | - | - |
| 11 | Salaries, Classified Staff | 11 | - | - | - | - |
| 12 | Benefits, Classified Staff | 12 | | - | | - |
| 13 | Subtotal Support Staff | 13 | - | - | - | - |
| 14 | | 14 | | | | |
| 15 | Total Personnel | 15 | - | - | - | - |
| 16 | | 16 | | | | |
| 17 | Hourly Compensation | 17 | | - | | - |
| 18 | | 18 | | | | |
| 19 | Travel | 19 | | - | | - |
| 20 | Other Current Expense | 20 | | - | | - |
| 21 | | 21 | | | | |
| 22 | | 22 | | | | |
| 23 | Capital | 23 | | - | | - |
| 24 | | 24 | | | | |
| 25 | TOTAL EDUCATION & GENERAL INSTRUCTION | 25 | - | - | - | - |

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Institution No.:

Format 1200

## EDUCATION & GENERAL - RESEARCH

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|
| 1 | Salaries, Full-Time Faculty Non-Classified | 1 | - | - | - | - |
| 2 | Benefits, Full-time Faculty Non-Classified | 2 | | - | | - |
| 3 | Salaries, Part-Time Faculty Non-Classified | 3 | | - | - | |
| 4 | Benefits, Part-Time Faculty, Non-Classified | 4 | | - | | |
| 5 | Subtotal, Faculty | 5 | - | - | - | - |
| 6 | Salaries, Other, Non-Classified | 6 | | | | |
| 7 | Benefits, Other, Non-Classified | 7 | | | | |
| 8 | Subtotal Non-Classified Staff | 8 | - | - | - | - |
| 9 | | 9 | | | | |
| 10 | Compensation, Support Assistants | 10 | - | - | - | - |
| 11 | Salaries, Classified Staff | 11 | - | - | - | |
| 12 | Benefits, Classified Staff | 12 | | - | | |
| 13 | Subtotal Support Staff | 13 | - | - | - | - |
| 14 | | 14 | | | | |
| 15 | Total Personnel | 15 | - | - | - | - |
| 16 | | 16 | | | | |
| 17 | Hourly Compensation | 17 | | - | | |
| 18 | | 18 | | | | |
| 19 | Travel | 19 | | - | | |
| 20 | Other Current Expense | 20 | | - | | - |
| 21 | | 21 | | | | |
| 22 | | 22 | | | | |
| 23 | Capital | 23 | | - | | - |
| 24 | | 24 | | | | |
| 25 | TOTAL EDUCATION & GENERAL RESEARCH | 25 | - | - | - | - |

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Institution No.:

Format 1300

## EDUCATION & GENERAL - PUBLIC SERVICE

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|
| 1 | DO NOT DELETE ROWS 1-5 | 1 | | | | |
| 2 | DO NOT DELETE ROWS 1-5 | 2 | | | | |
| 3 | DO NOT DELETE ROWS 1-5 | 3 | | | | |
| 4 | DO NOT DELETE ROWS 1-5 | 4 | | | | |
| 5 | DO NOT DELETE ROWS 1-5 | 5 | | | | |
| 6 | Salaries, Non-Classified Staff | 6 | 147.10 | 10,354,050 | 150.30 | 10,700,667 |
| 7 | Benefits, Non-Classified Staff | 7 | | 2,902,366 | | 2,912,972 |
| 8 | Subtotal, Non-Classified Staff | 8 | 147.10 | 13,256,416 | 150.30 | 13,613,639 |
| 9 | | 9 | | | | |
| 10 | | 10 | | | | |
| 11 | Salaries, Classified Staff | 11 | 15.50 | 757,266 | 13.90 | 682,581 |
| 12 | Benefits, Classified Staff | 12 | | 322,596 | | 284,636 |
| 13 | Subtotal Classified Staff | 13 | 15.50 | 1,079,862 | 13.90 | 967,217 |
| 14 | | 14 | | | | |
| 15 | Total Personnel | 15 | 162.60 | 14,336,278 | 164.20 | 14,580,856 |
| 16 | | 16 | | | | |
| 17 | Hourly Compensation | 17 | | 156,343 | | 6,042 |
| 18 | | 18 | | | | 270,504 |
| 19 | Travel | 19 | | 425,335 | | 2,013,217 |
| 20 | Other Current Expense | 20 | | 1,680,372 | | |
| 21 | | 21 | | | | |
| 22 | | 22 | | | | |
| 23 | Capital | 23 | | | | |
| 24 | | 24 | | | | |
| 25 | TOTAL EDUCATION & GENERAL PUBLIC SERVICE | 25 | 162.60 | 16,598,328 | 164.20 | 16,870,619 |

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Institution No.:

Format 1400

## EDUCATION & GENERAL - ACADEMIC SUPPORT

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|
| 1 | DO NOT DELETE ROWS 1-5 | 1 | | | | |
| 2 | DO NOT DELETE ROWS 1-5 | 2 | | | | |
| 3 | DO NOT DELETE ROWS 1-5 | 3 | | | | |
| 4 | DO NOT DELETE ROWS 1-5 | 4 | | | | |
| 5 | DO NOT DELETE ROWS 1-5 | 5 | | | | |
| 6 | Salaries, Non-Classified Staff | 6 | - | - | - | - |
| 7 | Benefits, Non-Classified Staff | 7 | | - | | - |
| 8 | Subtotal, Non-Classified Staff | 8 | - | - | - | - |
| 9 | | 9 | | | | |
| 10 | | 10 | | | | |
| 11 | Salaries, Classified Staff | 11 | - | - | - | - |
| 12 | Benefits, Classified Staff | 12 | | - | | - |
| 13 | Subtotal Classified Staff | 13 | - | - | - | - |
| 14 | | 14 | | | | |
| 15 | Total Personnel | 15 | - | - | - | - |
| 16 | | 16 | | | | |
| 17 | Hourly Compensation | 17 | | - | | - |
| 18 | | 18 | | | | |
| 19 | Travel | 19 | | - | | |
| 20 | Other Current Expense | 20 | | - | | - |
| 21 | | 21 | | | | |
| 22 | | 22 | | | | |
| 23 | Capital | 23 | | - | | - |
| 24 | | 24 | | | | |
| 25 | TOTAL EDUCATION & GENERAL ACADEMIC SUPPORT | 25 | - | - | - | - |

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Institution No.:

Format 1500

## EDUCATION & GENERAL - STUDENT SERVICES

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|
| 1 | DO NOT DELETE ROWS 1-5 | 1 | | | | |
| 2 | DO NOT DELETE ROWS 1-5 | 2 | | | | |
| 3 | DO NOT DELETE ROWS 1-5 | 3 | | | | |
| 4 | DO NOT DELETE ROWS 1-5 | 4 | | | | |
| 5 | DO NOT DELETE ROWS 1-5 | 5 | | | | |
| 6 | Salaries, Non-Classified Staff | 6 | - | - | - | - |
| 7 | Benefits, Non-Classified Staff | 7 | | - | | - |
| 8 | Subtotal, Non-Classified Staff | 8 | - | - | - | - |
| 9 | | 9 | | | | |
| 10 | | 10 | | | | |
| 11 | Salaries, Classified Staff | 11 | - | - | - | - |
| 12 | Benefits, Classified Staff | 12 | | - | | - |
| 13 | Subtotal Classified Staff | 13 | - | - | - | - |
| 14 | | 14 | | | | |
| 15 | Total Personnel | 15 | - | - | - | - |
| 16 | | 16 | | | | |
| 17 | Hourly Compensation | 17 | | - | | - |
| 18 | | 18 | | | | |
| 19 | Travel | 19 | | - | | |
| 20 | Other Current Expense | 20 | | - | | - |
| 21 | | 21 | | | | |
| 22 | | 22 | | | | |
| 23 | Capital | 23 | | | | |
| 24 | | 24 | | | | |
| 25 | TOTAL EDUCATION & GENERAL STUDENT SERVICES | 25 | - | - | - | - |

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Institution No.:

Format 1600

## EDUCATION & GENERAL - INSTITUTIONAL SUPPORT

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|
| 1 | DO NOT DELETE ROWS 1-5 | 1 | | | | |
| 2 | DO NOT DELETE ROWS 1-5 | 2 | | | | |
| 3 | DO NOT DELETE ROWS 1-5 | 3 | | | | |
| 4 | DO NOT DELETE ROWS 1-5 | 4 | | | | |
| 5 | DO NOT DELETE ROWS 1-5 | 5 | | | | |
| 6 | Salaries, Non-Classified Staff | 6 | - | - | - | - |
| 7 | Benefits, Non-Classified Staff | 7 | | - | | - |
| 8 | Subtotal, Non-Classified Staff | 8 | - | - | - | - |
| 9 | | 9 | | | | |
| 10 | | 10 | | | | |
| 11 | Salaries, Classified Staff | 11 | - | - | - | - |
| 12 | Benefits, Classified Staff | 12 | | - | | - |
| 13 | Subtotal Classified Staff | 13 | - | - | - | - |
| 14 | | 14 | | | | |
| 15 | Total Personnel | 15 | - | - | - | - |
| 16 | | 16 | | | | |
| 17 | Hourly Compensation | 17 | | - | | - |
| 18 | | 18 | | | | |
| 19 | Travel | 19 | | - | | |
| 20 | Other Current Expense | 20 | | 1,073,401 | | 1,431,784 |
| 21 | | 21 | | | | |
| 22 | | 22 | | | | |
| 23 | Capital | 23 | | - | | |
| 24 | | 24 | | | | |
| 25 | TOTAL EDUCATION & GENERAL INSTITUTIONAL SUPPORT | 25 | - | 1,073,401 | - | 1,431,784 |

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Institution No.:

Format 1700

## EDUCATION & GENERAL - OPERATION & MAINTENANCE OF PLANT

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|
| 1 | DO NOT DELETE ROWS 1-5 | 1 | | | | |
| 2 | DO NOT DELETE ROWS 1-5 | 2 | | | | |
| 3 | DO NOT DELETE ROWS 1-5 | 3 | | | | |
| 4 | DO NOT DELETE ROWS 1-5 | 4 | | | | |
| 5 | DO NOT DELETE ROWS 1-5 | 5 | | | | |
| 6 | Salaries, Non-Classified Staff | 6 | - | - | - | - |
| 7 | Benefits, Non-Classified Staff | 7 | | - | | - |
| 8 | Subtotal, Non-Classified Staff | 8 | - | - | - | - |
| 9 | | 9 | | | | |
| 10 | | 10 | | | | |
| 11 | Salaries, Classified Staff | 11 | - | - | - | - |
| 12 | Benefits, Classified Staff | 12 | | - | | - |
| 13 | Subtotal Classified Staff | 13 | - | - | - | - |
| 14 | | 14 | | | | |
| 15 | Total Personnel | 15 | - | - | - | - |
| 16 | | 16 | | | | |
| 17 | Hourly Compensation | 17 | | - | | - |
| 18 | | 18 | | | | |
| 19 | Travel | 19 | | - | | |
| 20 | Other Current Expense | 20 | | 532,211 | | 709,905 |
| 21 | Utilities | 21 | | 27,361 | | 25,914 |
| 22 | | 22 | | | | |
| 23 | Capital | 23 | | - | | |
| 24 | | 24 | | | | |
| 25 | TOTAL EDUCATION & GENERAL OPERATION & MAINTENANCE OF PLANT | 25 | - | 559,572 | - | 735,819 |

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Institution No.:

Format 1800

## EDUCATION & GENERAL - SCHOLARSHIPS & FELLOWSHIPS

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | 2017-18 Actual | 2018-19 Estimate |
|---|---|---|---|---|
| 1 | Scholarships and Fellowships | 1 | - | - |
| 2 | | 2 | | |
| 3 | | 3 | | |
| 4 | | 4 | | |
| 5 | | 5 | | |
| 6 | | 6 | | |
| 7 | | 7 | | |
| 8 | | 8 | | |
| 9 | | 9 | | |
| 10 | | 10 | | |
| 11 | | 11 | | |
| 12 | | 12 | | |
| 13 | | 13 | | |
| 14 | | 14 | | |
| 15 | | 15 | | |
| 16 | | 16 | | |
| 17 | | 17 | | |
| 18 | | 18 | | |
| 19 | | 19 | | |
| 20 | | 20 | | |
| 21 | | 21 | | |
| 22 | | 22 | | |
| 23 | | 23 | | |
| 24 | | 24 | | |
| 25 | TOTAL EDUCATION & GENERAL SCHOLARSHIPS & FELLOWSHIPS | 25 | - | - |

Scholarship allowance information can be found on the institution's audited financial statements or in the state's accounting system (COFRS). The actual institutional funds devoted to student financial aid are

Institution No.:

Format 1900

## EDUCATION & GENERAL - HOSPITALS

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|
| 1 | DO NOT DELETE ROWS 1-5 | 1 | | | | |
| 2 | DO NOT DELETE ROWS 1-5 | 2 | | | | |
| 3 | DO NOT DELETE ROWS 1-5 | 3 | | | | |
| 4 | DO NOT DELETE ROWS 1-5 | 4 | | | | |
| 5 | DO NOT DELETE ROWS 1-5 | 5 | | | | |
| 6 | Salaries, Other, Non-Classified | 6 | | | | |
| 7 | Benefits, Other, Non-Classified | 7 | | | | |
| 8 | Compensation, Part-Time Non-Classified | 8 | | | | |
| 9 | Subtotal Non-Classified Staff | 9 | - | - | - | - |
| 10 | | 10 | | | | |
| 11 | Salaries, Classified Staff | 11 | | | | |
| 12 | Benefits, Classified Staff | 12 | | | | |
| 13 | Subtotal Support Staff | 13 | - | - | - | - |
| 14 | | 14 | | | | |
| 15 | Total Personnel | 15 | - | - | - | - |
| 16 | | 16 | | | | |
| 17 | Hourly Compensation | 17 | | | | |
| 18 | | 18 | | | | |
| 19 | Travel | 19 | | | | |
| 20 | Other Current Expense | 20 | | | | |
| 21 | | 21 | | | | |
| 22 | | 22 | | | | |
| 23 | Capital | 23 | | | | |
| 24 | | 24 | | | | |
| | | 25 | | | | |
| 25 | TOTAL EDUCATION & GENERAL HOSPITALS | | - | - | - | - |

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Institution No.:

Format 2000

## TRANSFERS (TO) FROM CURRENT EDUCATION & GENERAL FUNDS

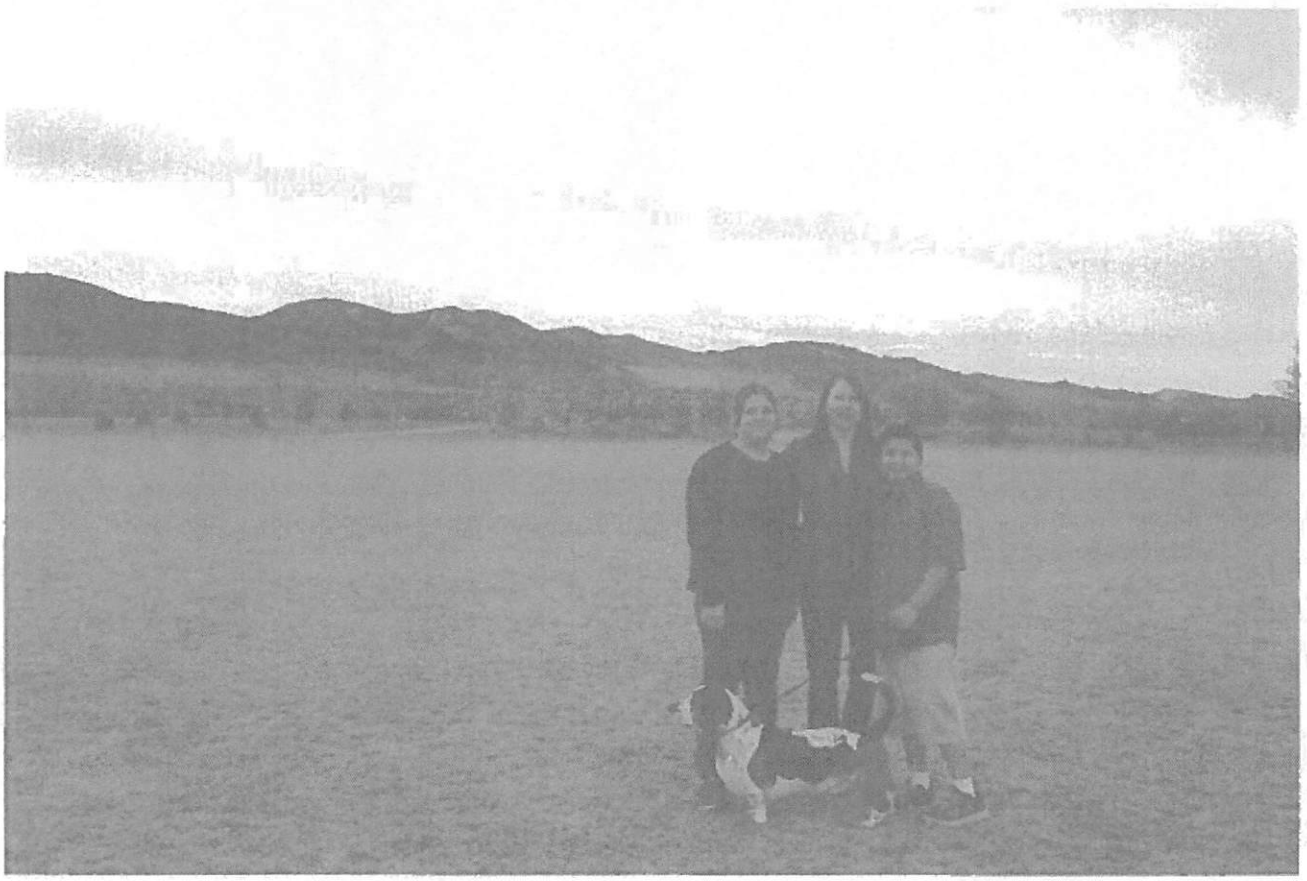
NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | 2017-18 Actual | 2018-19 Estimate |
|---|---|---|---|---|
| 1 | Mandatory Transfers: | 1 | | |
| 2 | | 2 | | |
| 3 | | 3 | | |
| 4 | | 4 | | |
| 5 | | 5 | | |
| 6 | | 6 | | |
| 7 | | 7 | | |
| 8 | | 8 | | |
| 9 | | 9 | | |
| 10 | Subtotal Mandatory Transfers: | 10 | - | - |
| 11 | | 11 | | |
| 12 | Non-mandatory Transfers: | 12 | - | - |
| 13 | rounding | 13 | | |
| 14 | | 14 | | |
| 15 | | 15 | | |
| 16 | | 16 | | |
| 17 | | 17 | | |
| 18 | | 18 | | |
| 19 | Subtotal Non-mandatory Transfers: | 19 | - | - |
| 20 | TOTAL TRANSFERS (TO) FROM FUNDS CURRENT EDUCATION & GENERAL FUNDS | 20 | - | - |

Home About Kristin District 4 Supporters

# About Kristin



Kristin and her family have lived in the Rossborough neighborhood in southwest Fort Collins for over 20 years. Kristin is a graduate of CSU, a mother of three and a long time leader in the Fort Collins volunteer community. Kristin has worked with our schools, city, and non-profits to improve the lives of families in Fort Collins.

While on Council, Kristin has served as both chair and vice-chair of the Poudre Fire Authority and chair of the Election Code Committee. She is a member of the Ethics Review Committee, and the Futures Committee. She is a liaison to several city boards and commissions including the Art in Public Places Board, the Women's Commission and the Community Development Block Grant Commission. At the national level, Kristin serves on the National League of Cities' Human Development Committee where she works on policy positions on issues like poverty, workforce development, and mental health parity. Most recently she was appointed to the county's Behavioral Health Policy Committee where she will advised county commissioners on how to spend our mental health tax dollars.

Kristin and her family enjoy the Fort Collins Natural Areas near their southwest Fort Collins home, using the nearby trails for hiking and biking. They also do volunteer work as a family and have worked with many local non-profits including Think Humanity, Faith Family Hospitality, and Larimer County 4-H program.

**Professional & Business Experience**

- CSU, Department of Mathematics and Statistics, administration of National Science Foundation Grant funding,
- Executive Director, Youth Orchestra of the Rockies
- Management experience at the Stone Lion, Barnes and Noble, and CSU Bookstores.

**Over 20 years volunteering in the Community**

- Mother Center of Fort Collins – member of steering committee, fundraising coordinator, budget, grant writing
- City of Fort Collins Women's commission – co-chair responsible for planning and accountability
- Religious Education teacher at St. Joseph Catholic Church
- Meals on Wheels Driver
- Friendship Family – Office of International Students CSU
- Larimer County Intergrated Family Enhancement Board
- City of Fort Collins Community Development Block Grant Commission-worked on the city's Affordable Housing Strategic Plan
- 4-H organizational club leader

**Awards and Achievements**

- Colorado State University Outstanding Achievement Award
- 4-H Gold Clover Award
- 2017 Woman of Vision Award

Home » **Statistics (M.S.)**

# Statistics (M.S.)

## Program Information

STAT-MS

**GRE Required**

102 Statistics Building

F Jay Breidt
*Department Head*

Kristin Stephens
*Admissions Contact*

(970) 491-5269
stats@stat.colostate.edu

Kristin Stephens
*Academic Contact*

(970) 491-5269
kristin.stephens@colostate.edu

## Overview

The Department of Statistics at CSU consistently ranks in the top 50 statistics

departments in the US. Colorado State University is accredited by the Higher Learning Commission and a member of the North Central Association of Colleges and Schools.

## Master of Science (MS) in Statistics

### Areas of Study

- Statistics

### Next Steps

- Contact your department representative or request more program information.
- Check out department requirements and resources from your department's website.
- When you're ready to take the leap, start your application.

### Requirements

Coursework, credit requirements, and more information is available in the Colorado State University general catalog. Please contact your department representative with program-related questions.

### Financial Aid

- Financial aid resources available through the Office of Financial Aid website.
- Your department may have financial aid options available and please check our financial resource section for additional opportunities.

Sec. 2-569. - Board of ethics.

(a) In order to assist the Councilmembers and board and commission members in interpreting and applying the definitions, rules and procedures pertaining to ethics established by the Charter and Code and by the applicable provisions of state statute, there is hereby created a Board of the City to be known as the Ethics Review Board, hereafter referred to in this Division as the "Review Board."

(b) The Review Board shall consist of three (3) Councilmembers elected by the City Council, one (1) of whom shall be elected by the Review Board to serve as a chairperson. One (1) alternate shall also be appointed by the City Council to serve in the event that a regular member of the Review Board is unavailable or in the event that any particular complaint or inquiry is directed towards a member of the Review Board.

(c) Subject to the provisions of Subsection (d) below, the duties and responsibilities of the Review Board shall be as follows:

(1) To review and investigate complaints of unethical conduct filed against Councilmembers or board and commission members by any person;

(2) To review and investigate actual or hypothetical situations involving potential conflicts of interest presented by individual Councilmembers or board and commission members;

(3) After review and investigation, to render advisory opinions or interpretations pertaining to such complaints or inquiries under the relevant provisions of the Charter and Code and the applicable provisions of state law, if any, and to make written recommendations to the City Council and any affected board or commission concerning the same; and

(4) To propose any revisions to the provisions of the Charter or Code or other regulations, rules or policies of the City pertaining to ethical conduct as the Review Board may deem necessary and appropriate in the best interests of the City.

(d) Complaints and inquiries shall be submitted to the Review Board only according to the following procedures:

(1) *Complaints.*

a. Any person who believes that a Councilmember or board and commission member has violated any provision of state law or the Charter or Code pertaining to ethical conduct may file a complaint with the City Clerk, who shall immediately notify the chairperson of the Review Board, the Councilmembers or board and commission members named in the complaint and the City Council. The complaint shall be promptly scheduled for consideration by the Review Board as soon as reasonably practicable. No more than thirty (30) working days after the date of filing of the complaint, the Review Board shall meet and consider the complaint. In the event extenuating circumstances arise in the scheduling and preparation for

EXHIBIT
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2

such meeting, the time for meeting shall be extended by fourteen (14) calendar days. All Councilmembers or board and commission members named in the complaint, as well as the complainant, shall be given written notice of such meeting at least three (3) working days prior to the meeting. A notice of the complaint, including the identity of the complainant shall be posted along with the meeting notice.

b. Upon receipt of any such complaint, the Review Board shall, after consultation with the City Attorney, decide by majority vote whether to formally investigate the complaint. In making such determination, the Review Board shall consider the following: (1) whether the allegations in the complaint, if true, would constitute a violation of state or local ethical rules; (2) the reliability and sufficiency of any facts asserted in support of the allegations; and (3) any other facts or circumstances that the Review Board may consider relevant. If the Review Board determines that the complaint does not warrant investigation, the Review Board shall send written notice to the complainant of its determination and the reasoning behind that determination, and shall provide a copy of such notice, together with a copy of the complaint, to all Councilmembers or board or commission members named in the complaint, as well as the City Council.

c. In the event that a complaint is filed with the City Clerk under the provisions of this Subsection which alleges a violation on the part of two (2) or more members of the Review Board (including the alternate), such complaint shall not be referred to the regular Review Board for review but shall instead be submitted to an alternate Review Board consisting of all remaining Councilmembers who are not named in the complaint; provided, however, that if five (5) or more Councilmembers are named in the complaint, the alternate Review Board shall also include as many members of City boards and commissions as are necessary to constitute a seven-member board. Said Board and commission members shall be selected at random by the City Clerk within ten (10) working days of the date upon which the complaint is filed with the City Clerk. Any board and commission members selected by the City Clerk who elect not to serve on the alternate Review Board shall immediately so notify the City Clerk, who shall thereafter select as many additional board and commission members as are necessary to constitute the seven-member alternate Review Board. The procedures utilized by the alternate Review Board for reviewing and investigating the complaint and rendering an advisory opinion and recommendation shall be as provided in Subsections (b) and (e) of this Section, except that: (i) the opinion and recommendation of such Board shall be final and shall not be submitted to the City Council for review or adoption by the City Council unless at least three (3) Councilmembers remain available to

consider and take action on the opinion and recommendation; and (ii) the City Council and City staff shall, upon request by the alternate Review Board, make available to such Board all information in the possession of the city that is relevant to the Board's investigation, including, without limitation, tape recordings of any relevant executive sessions, unless the release of said information is prohibited by state or federal law; and, in reviewing and discussing such information, the Board shall abide by any local, state or federal confidentiality requirements that might limit or prohibit the release of such information to third parties.

(2) *City Council inquiries.* Any Councilmember may present directly to the Review Board any inquiry regarding the application of ethical rules of conduct under state statute or the Charter or Code to any actual or hypothetical situation of a Councilmember or board and commission member.

(e) In performing its review and investigation of any complaint or inquiry submitted in accordance with Subsection (d) hereof, the Review Board shall afford all affected Councilmembers or board and commission members an opportunity to present their interpretations of the facts at issue and of the applicable provisions of law before rendering its opinion and recommendation. The Review Board may also request such additional materials or information from City staff or members of the public which it considers reasonably necessary or helpful to its deliberations. In addition, in the case of a complaint, the Review Board shall have the power to compel by subpoena the attendance and testimony of witnesses and the production of such documents as the Review Board may consider necessary to its investigation. After investigation, the Review Board shall forthwith issue an advisory opinion and recommendation to the City Council, which shall immediately thereafter be filed with the City Clerk and be available for public inspection. Said opinion and recommendation shall be submitted to city Council at a regular City Council meeting, at which time the City Council shall determine whether to adopt the same. Any whose conduct or circumstance is the subject of the opinion shall refrain from participating in any deliberations of the City Council regarding the opinion.

(f) The City Attorney shall provide legal advice to the Review Board and shall prepare and execute all advisory opinions and recommendations of the review board.

(g) Compliance with the applicable provisions of the Charter and Code and the provisions of state law, as well as decisions regarding the existence or nonexistence of conflicts of interest and the appropriate actions to be taken in relation thereto, shall be the responsibility of each individual Councilmember or board and commission member, except as provided in Subparagraph 2-568(c)(1)(g). An opinion adopted by the City Council under Subsection (e) of this Section shall constitute an affirmative defense to any civil or criminal action or any other sanction against a Councilmember or board or commission member acting in reliance thereon.

(Ord. No. 112, 1989, § 1, 8-1-89; Ord. No. 17, 1993, 2-16-93; Ord. No. 64, 1993, 7-20-93; Ord. 132, 2001, § 2, 9-18-01; Ord. No. 110, 2002, §§ 1—3, 8-20-02; Ord. No. 144, 2014, 11-4-14 ; Ord. No. 102, 2019 , § 2, 9-3-19)

Section 9. - Conflicts of interest.

(a) *Definitions*. For purposes of construction of this Section 9, the following words and phrases shall have the following meanings:

*Business* means a corporation, partnership, sole proprietorship, firm, enterprise, franchise, association, organization, self-employed individual, holding company, joint stock company, receivership, trust, activity or entity.

*Financial interest* means any interest equated with money or its equivalent. *Financial interest* shall not include:

(1) the interest that an officer, employee or relative has as an employee of a business, or as a holder of an ownership interest in such business, in a decision of any public body, when the decision financially benefits or otherwise affects such business but entails no foreseeable, measurable financial benefit to the officer, employee or relative;

(2) the interest that an officer, employee or relative has as a nonsalaried officer or member of a nonprofit corporation or association or of an educational, religious, charitable, fraternal or civic organization in the holdings of such corporation, association or organization;

(3) the interest that an officer, employee or relative has as a recipient of public services when such services are generally provided by the city on the same terms and conditions to all similarly situated citizens, regardless of whether such recipient is an officer, employee or relative;

(4) the interest that an officer, employee or relative has as a recipient of a commercially reasonable loan made in the ordinary course of business by a lending institution, in such lending institution;

(5) the interest that an officer, employee or relative has as a shareholder in a mutual or common investment fund in the holdings of such fund unless the shareholder actively participates in the management of such fund;

(6) the interest that an officer, employee or relative has as a policyholder in an insurance company, a depositor in a duly established savings association or bank, or a similar interest-holder, unless the discretionary act of such person, as an officer or employee, could immediately, definitely and measurably affect the value of such policy, deposit or similar interest;

(7) the interest that an officer, employee or relative has as an owner of government-issued securities unless the discretionary act of such owner, as an officer or employee, could immediately, definitely and measurably affect the value of such securities; or

(8) the interest that an officer or employee has in the compensation received from the city for personal services provided to the city as an officer or employee.

EXHIBIT
3

*Officer or employee* means any person holding a position by election, appointment or employment in the service of the city, whether part-time or full-time, including a member of any authority, board, committee or commission of the city, other than an authority that is:

(1) established under the provisions of the Colorado Revised Statutes;

(2) governed by state statutory rules of ethical conduct; and

(3) expressly exempted from the provisions of this Article by ordinance of the Council.

*Personal interest* means any interest (other than a financial interest) by reason of which an officer or employee, or a relative of such officer or employee, would, in the judgment of a reasonably prudent person, realize or experience some direct and substantial benefit or detriment different in kind from that experienced by the general public. *Personal interest* shall not include:.

(1) the interest that an officer, employee or relative has as a member of a board, commission, committee, or authority of another governmental entity or of a nonprofit corporation or association or of an educational, religious, charitable, fraternal, or civic organization;

(2) the interest that an officer, employee or relative has in the receipt of public services when such services are generally provided by the city on the same terms and conditions to all similarly situated citizens; or

(3) the interest that an officer or employee has in the compensation, benefits, or terms and conditions of his or her employment with the city.

*Public body* means the Council or any authority, board, committee, commission, service area, department or office of the city.

*Relative* means the spouse or minor child of the officer or employee, any person claimed by the officer or employee as a dependent for income tax purposes, or any person residing in and sharing with the officer or employee the expenses of the household.

(b) *Rules of conduct concerning conflicts of interest*.

(1) *Sales to the city*. No officer or employee, or relative of such officer or employee, shall have a financial interest in the sale to the city of any real or personal property, equipment, material, supplies or services, except personal services provided to the city as an officer or employee, if:

a. such officer or employee is a member of the Council;

b. such officer or employee exercises, directly or indirectly, any decision-making authority on behalf of the city concerning such sale; or

c. in the case of services, such officer or employee exercises any supervisory

authority in his or her role as a city officer or employee over the services to be rendered to the city.

(2) *Purchases from the city*. No officer, employee or relative shall, directly or indirectly, purchase any real or personal property from the city, except such property as is offered for sale at an established price, and not by bid or auction, on the same terms and conditions as to all members of the general public.

(3) *Interests in other decisions*. Any officer or employee who has, or whose relative has, a financial or personal interest in any decision of any public body of which he or she is a member or to which he or she makes recommendations, shall, upon discovery thereof, disclose such interest in the official records of the city in the manner prescribed in subsection (4) hereof, and shall refrain from voting on, attempting to influence, or otherwise participating in such decision in any manner as an officer or employee.

(4) *Disclosure procedure*. If any officer or employee has any financial or personal interest requiring disclosure under subsection (3) of this section, such person shall immediately upon discovery thereof declare such interest by delivering a written statement to the City Clerk, with copies to the City Manager and, if applicable, to the chairperson of the public body of which such person is a member, which statement shall contain the name of the officer or employee, the office or position held with the city by such person, and the nature of the interest. If said officer or employee shall discover such financial or personal interest during the course of a meeting or in such other circumstance as to render it practically impossible to deliver such written statement prior to action upon the matter in question, said officer or employee shall immediately declare such interest by giving oral notice to all present, including a description of the nature of the interest.

(5) *Violations*. Any contract made in violation of this Section shall be voidable by the city. If voided within one (1) year of the date of execution thereof, the party obtaining payment by reason of such contract shall, if required by the city, forthwith return to the city all or any designated portion of the monies received by such individual from the city by reason of said contract, together with interest at the lawful maximum rate for interest on judgments.

(Res. No. 71-12, 2-11-71, approved, election 4-6-71; Ord. No. 155, 1988, 12-20-88, approved, election 3-7-89; Ord. No. 10, 1997, § 1, 2-4-97, approved, election 4-8-97; Ord. No. 22, 2001, § 2, 2-20-01, approved, election 4-3-01; Ord. No. 003, 2017, § 2, 1-17-17, approved, election 4-4-17)

Sec. 2-568. - Ethical rules of conduct.

(a) Definitions. The following words, terms and phrases, when used in this Section, Section 2-569 and in Section 9 of the Charter Article IV, shall have the following meanings:

(1) *Attempt to influence or influence,* as it pertains to this Section, shall mean take any action intended to impact, shape, control, sway, bias or prejudice.

(2) *Benefit* shall mean an advantage or gain.

(3) *Board and commission member* shall mean a member of any appointive board or commission of the City.

(4) *Confidential information* or *information received in confidence* shall mean:

a. Information contained in any writing that may properly be withheld from public inspection under the provisions of the Colorado Open Records Act and that is marked "confidential" when provided to the officer or employee;

b. All information exchanged or discussed in any executive session properly convened under § 2-31 or 2-71 of the Code, except to the extent that such information is also contained in a public record available to the general public under the provisions of the Colorado Open Records Act; or

c. All communications between attorneys representing the City and officers or employees of the City that are subject to the attorney-client privilege, whether oral or written, unless the privilege has been waived.

(5) *Councilmember* shall mean a member of the City Council.

(6) *Different in kind from that experienced by the general public* shall mean of a different type or nature not shared by the public generally and that is not merely different in degree from that experienced by the public generally.

(7) *Direct* shall mean resulting immediately and proximately from the circumstances and not from an intervening cause.

(8) *Detriment* shall mean disadvantage, injury, damage or loss.

(9) *Financial interest* shall have the meaning given to this term in Section 9(a) of Charter Article IV, which states: *Financial interest* means any interest equated with money or its equivalent. Financial interest shall not include:

a. the interest that an officer, employee or relative has as an employee of a business, or as a holder of an ownership interest in such business, in a decision of any public body, when the decision financially benefits or otherwise affects such business but entails no foreseeable, measurable financial benefit to the officer, employee or relative;

b. the interest that an officer, employee or relative has as a nonsalaried officer or member of a nonprofit corporation or association or of an educational, religious, charitable, fraternal or civic organization in the holdings of such corporation, association or organization;

c. the interest that an officer, employee or relative has as a recipient of public services when such services are generally provided by the city on the same terms and conditions to all similarly situated citizens, regardless of whether such recipient is an officer, employee or relative;

d. the interest that an officer, employee or relative has as a recipient of a commercially reasonable loan made in the ordinary course of business by a lending institution, in such lending institution;

e. the interest that an officer, employee or relative has as a shareholder in a mutual or common investment fund in the holdings of such fund unless the shareholder actively participates in the management of such fund;

f. the interest that an officer, employee or relative has as a policyholder in an insurance company, a depositor in a duly established savings association or bank, or a similar interest-holder, unless the discretionary act of such person, as an officer or employee, could immediately, definitely and measurably

EXHIBIT
tabbies
4

affect the value of such policy, deposit or similar interest;

g. the interest that an officer, employee or relative has as an owner of government-issued securities unless the discretionary act of such owner, as an officer or employee, could immediately, definitely and measurably affect the value of such securities; or

h. the interest that an officer or employee has in the compensation received from the city for personal services provided to the city as an officer or employee.

(10) *Officer* or *employee* shall mean any person holding a position by election, appointment or employment in the service of the City, whether part-time or full-time, including any member of the City Council and any member of any authority, board, committee or commission of the City, other than an authority that is:

a. Established under the provisions of the Colorado Revised Statutes;

b. Governed by state statutory rules of ethical conduct; and

c. Expressly exempted from the provisions of Article IV of the City Charter by ordinance of the City Council.

(11) *Personal interest* shall have the meaning given to this term in Section 9(a) of the Charter Article IV, which states:

*Personal interest* means any interest (other than a financial interest) by reason of which an officer or employee, or a relative of such officer or employee, would, in the judgment of a reasonably prudent person, realize or experience some direct and substantial benefit or detriment different in kind from that experienced by the general public. Personal interest shall not include:

a. the interest that an officer, employee or relative has as a member of a board, commission, committee, or authority of another governmental entity or of a nonprofit corporation or association or of an educational, religious, charitable, fraternal, or civic organization;

b. the interest that an officer, employee or relative has in the receipt of public services when such services are generally provided by the city on the same terms and conditions to all similarly situated citizens; or

c. the interest that an officer or employee has in the compensation, benefits, or terms and conditions of his or her employment with the city.

(12) *Public body* shall have the meaning given to this term in Section 9(a) of Charter Article IV, which states:

*Public body* means the Council or any authority, board, committee, commission, service area, department or office of the city.

(13) *Public services* shall mean city services provided to or made available for the public's benefit.

(14) *Related entity* shall mean any corporation, limited liability company, partnership, sole proprietorship, joint venture, trust, estate, foundation, association, business, company or any other organization, whether or not operated for profit, with respect to which an officer or employee, or a relative of the same, has a substantial ownership interest in, is employed by, is an agent for or otherwise represents in any legal capacity.

(15) *Relative* shall have the meaning given to this word in Section 9(a) of Charter Article IV, which states:

*Relative* means the spouse or minor child of the officer or employee, any person claimed by the officer or employee as a dependent for income tax purposes, or any person residing in and sharing with the officer or employee the expenses of the household.

(16) *Routine City matter* shall mean a usual and ordinary registration, reservation, or other request or application, within a program or for public services or City approval, such as a registration for a recreation class, reservation of a park shelter, request for standard utility services or application for a building permit, development approval or variance, or an appeal, provided that the same is carried out using a routine process or system or in a manner consistent with standard practices.

(17) *Similarly situated citizens* shall mean citizens in like circumstances having comparable legal rights and obligations

(18) *Substantial* shall mean more than nominal in value, degree, amount or extent.

(b) Notwithstanding the provisions of § 1-15 of the Code, an alleged violation of the provisions of this Section by a member of the City Council shall not be prosecuted in the Municipal Court as a misdemeanor criminal offense but shall instead be referred to the Ethics Review Board for an advisory opinion and recommendation under the provisions of § 2-569.

(c) Rules of conduct.

(1) Use and disclosure of confidential information. The following rules shall apply to the use and disclosure of confidential information by officers and employees of the City. In the event of any conflict among these provisions, the more specific provision shall take precedence over the more general provision.

a. No use for personal gain. No officer or employee shall knowingly use information received in confidence as an officer or employee to advance the financial or personal interests of the officer or employee or others.

b. Disclosure of confidential information, generally. No officer or employee shall knowingly disclose any confidential information to any person who is not an officer or employee or to an officer or employee whose official duties are unrelated to the subject matter of the confidential information or to maintaining an official record of such information on behalf of the City, unless such disclosure is reasonably necessary to protect the City from the gross mismanagement of public funds, the abuse of governmental authority, or illegal or unethical practices.

c. Disclosure of confidential information provided to the City Council. All information received in confidence by the City Council shall remain confidential, and no officer or employee shall knowingly disclose any such confidential information to any person to whom such information was not originally distributed by City staff unless and until the City Council has, by majority vote, consented to its release, unless such disclosure is reasonably necessary to protect the City from the gross mismanagement of public funds, the abuse of governmental authority, or illegal or unethical practices.

d. Disclosure of information discussed in executive session. No officer or employee shall knowingly disclose any confidential information discussed in an executive session to any person who was not present during such discussion, other than members of such body who were unable to attend the executive session, without the prior knowledge and consent of the body holding such executive session, unless such disclosure is reasonably necessary to protect the City from the gross mismanagement of public funds, the abuse of governmental authority, or illegal or unethical practices. In the event that a matter discussed in executive session comes before the City Council or a board or commission of the City for formal action at an open meeting, or if such formal action is anticipated, nothing herein shall be construed as prohibiting a member of the body that will be taking such formal action from stating his or her position or opinion with regard to the matter, as long as such statements do not divulge confidential information received from others during the executive session.

e. Certain distribution and discussion by City Manager and City Attorney permitted. Notwithstanding the provisions of Subparagraphs c. and d. above, the City Manager and City Attorney may further distribute confidential information provided to the City Council and may disclose confidential information discussed in any executive session of the City Council, or of a Council committee, to such staff members and/or board and commission members as they may consider reasonably necessary to enable them to fully advise the City Council or to implement any direction given by the City Council or to advise other officers and employees of the City whose official duties are related to the subject matter of the confidential information or to maintaining a record of the same on behalf of the City.

f. No disclosure of confidential information to officer or employee having conflict of interest. No officer or

employee who has filed a statement of conflict of interest with the City Clerk under Article IV, Section 9 of the Charter, or who has been determined by the City Council under the provisions of Subparagraph g. below to have a conflict of interest, shall knowingly elicit, accept or inspect any confidential information pertaining to the subject matter of such conflict of interest, nor shall any such officer or employee attend or participate in an executive session of the City Council, or of a Council committee or board or commission of the City, pertaining to said subject matter.

g. The City Council may determine that a Councilmember shall not receive confidential information or attend executive sessions on a particular topic if the City Council first determines that said Councilmember has a conflict of interest in the subject matter of such confidential information and/or executive session. Any such determination by the City Council shall be made only after the City Council has received an advisory opinion and recommendation of the Ethics Review Board on the question, rendered in accordance with the provisions of § 2-569.

(2) With respect to any matter regarding which a Councilmember has declared a conflict of interest, said Councilmember is prohibited from discussing with, or otherwise attempting in any capacity to influence, directly or indirectly, any City officer or employee, and from representing any person or interest before the City Council or any board of commission of the City or in dealing with any City officer or employee, except that such Councilmember may represent with any City employee or before the City Council or a board or commission of the City his or her own interest or that of a relative provided said Councilmember does not violate Section 2-568(c)(5) or (c)(6).

(3) In any action in which a member of a City board or commission member ("member") declares a conflict of interest, such member shall not communicate to or attempt to influence such board or commission regarding such item, in any capacity, except that:

a. the member may communicate with said board or commission to protect a strictly personal interest, in the same or similar ways in which the public is permitted to communicate with the board or commission.

b. the member may prepare materials on behalf of another for a project in the normal course of business or operation, so long as the purpose of those materials is not directly and substantially related to advocacy before said member's board or commission. Those materials may be included in materials submitted by another to said member's board or commission so long as they fall within this exception. For illustrative purposes, such materials may include, but are not necessarily limited to architectural plans, technical studies, and engineering designs.

c. if a member has declared a conflict of interest in a matter in accordance with the City Charter and Code and so is precluded from participating in or influencing the decision of his or her board or commission, he or she may request a variance from the limitations of this subsection from the City Council in the following circumstances, and in the following manner:

1. The member must submit a request for a variance to the City Clerk on a form provided by the City Clerk for such purpose.

2. The member must demonstrate that without the variance, he or she would suffer an exceptional hardship, and that no reasonable alternative exists that would allow for that hardship to be avoided or substantially mitigated;

3. The City Council must act by resolution to approve or disapprove the requested variance.

d. This limitation does not apply to other members, partners, or other parties of the member's or firm or entity, who may continue to work on the project and may advocate to such member's board or commission, provided that the member has declared the conflict and refrains from participating in the matter consistent with the application limitations.

(4) All officers and employees shall refrain from accepting payment for any speeches, debates or other public

events and shall further refrain from accepting any gift or favor which, in the judgment of a reasonably prudent person, would tend to impair the officer's or employee's independence of judgment in the performance of his or her official duties. The following shall not constitute prohibited gifts or favors under this Section:

a. Campaign contributions reported as required by Chapter 7, Article V of this Code;

b. A nonpecuniary award publicly presented by a nonprofit organization in recognition of public service;

c. Payment of or reimbursement for actual and necessary expenditures for travel and subsistence for attendance at a convention or other meeting at which an officer or employee is scheduled to participate;

d. Reimbursement for or acceptance of an opportunity to participate in a social function or meeting which is offered to an officer or employee which is not extraordinary when viewed in light of the position held by such officer or employee;

e. Items of perishable or nonpermanent value that are insignificant in value, including, but not limited to, meals, lodging, travel expenses or tickets to sporting, recreational, educational or cultural events; and

f. Payment of salary from employment, including other employment in addition to that earned from being an officer or employee.

(5) No officer or employee shall request on his or her own behalf, or for or through a relative or related entity, from any other officer or employee, or grant to any other officer or employee, or relative or related entity of the same, any consideration, treatment or advantage in the interpretation, administration or enforcement of the Charter, Code, any City regulation, policy or program or in the provision of public services, that is substantially different from that available to other persons in the same circumstances or having the same need.

(6) If any Councilmember contacts an officer or employee regarding a request in connection with that contacted officer's or employee's role and in relation to a matter that is not a routine City matter and is not within the Councilmember's role as an officer of the City, said Councilmember shall no later than 5:00 p.m. on the next business day after such contact deliver a written disclosure to the City Clerk and the City Manager and to all other members of City Council. The written disclosure must describe the date, time and general subject matter of the contact, together with the identity of the officer or employee contacted. Any private or confidential information, such as tax, utility account, or other personal information may be excluded or redacted from such disclosure. Disclosure by means of an electronic message shall be deemed to constitute written disclosure for purposes of this provision.

(Ord. No. 112, 1989, § 1, 8-1-89; Ord. No. 162, 2000, § 2, 11-21-00; Ord. No. 109, 2002, §§ 1—4, 8-20-02; Ord. No. 145, 2014, 11-4-14 ; Ord. No. 159, 2014, §§ 1—3, 11-18-14 ; Ord. No. 037, 2017 , §§ 2, 3, 3-7-17; Ord. No. 167, 2017 , § 2, 12-19-17)

## 24-18-101. Legislative declaration

The general assembly recognizes the importance of the participation of the citizens of this state in all levels of government in the state. The general assembly further recognizes that, when citizens of this state obtain public office, conflicts may arise between the public duty of such a citizen and his or her private interest. The general assembly hereby declares that the prescription of some standards of conduct common to those citizens involved with government is beneficial to all residents of the state. The provisions of this part 1 recognize that some actions are conflicts per se between public duty and private interest while other actions may or may not pose such conflicts depending upon the surrounding circumstances.

## 24-18-102. Definitions

As used in this part 1, unless the context otherwise requires:
**(1)** "Business" means any corporation, limited liability company, partnership, sole proprietorship, trust or foundation, or other individual or organization carrying on a business, whether or not operated for profit.
**(2)** "Compensation" means any money, thing of value, or economic benefit conferred on or received by any person in return for services rendered or to be rendered by himself or another.
**(3)** "Employee" means any temporary or permanent employee of a state agency or any local government, except a member of the general assembly and an employee under contract to the state.
**(4)** "Financial interest" means a substantial interest held by an individual which is:
**(a)** An ownership interest in a business;
**(b)** A creditor interest in an insolvent business;
**(c)** An employment or a prospective employment for which negotiations have begun;
**(d)** An ownership interest in real or personal property;
**(e)** A loan or any other debtor interest; or
**(f)** A directorship or officership in a business.
**(5)** "Local government" means the government of any county, city and county, city, town, special district, or school district.
**(6)** "Local government official" means an elected or appointed official of a local government but does not include an employee of a local government.
**(7)** "Official act" or "official action" means any vote, decision, recommendation, approval, disapproval, or other action, including inaction, which involves the use of discretionary authority.
**(8)** "Public officer" means any elected officer, the head of a principal department of the executive branch, and any other state officer. "Public officer" does not include a member of the general assembly, a member of the judiciary, any local government official, or any member of a board, commission, council, or committee who receives no compensation other than a per diem allowance or necessary and reasonable expenses.
**(9)** "State agency" means the state; the general assembly and its committees; every executive department, board, commission, committee, bureau, and office; every state institution of higher education, whether established by the state constitution or by law, and every governing board thereof; and every independent commission and other political subdivision of the state government except the courts.

## 24-18-103. Public trust - breach of fiduciary duty

**(1)** The holding of public office or employment is a public trust, created by the confidence which the electorate reposes in the integrity of public officers, members of the general assembly, local government officials, and employees. A public officer, member of the general assembly, local government official, or employee shall carry out his duties for the benefit of the people of the state.
**(2)** A public officer, member of the general assembly, local government official, or employee whose conduct departs from his fiduciary duty is liable to the people of the state as a trustee of property and shall suffer such other liabilities as a private fiduciary would suffer for abuse of his trust. The district attorney of the district where the trust is violated may bring appropriate judicial proceedings on behalf

EXHIBIT
tabbies
5

of the people. Any moneys collected in such actions shall be paid to the general fund of the state or local government. Judicial proceedings pursuant to this section shall be in addition to any criminal action which may be brought against such public officer, member of the general assembly, local government official, or employee.

## 24-18-104. Rules of conduct for all public officers, members of the general assembly, local government officials, and employees

**(1)** Proof beyond a reasonable doubt of commission of any act enumerated in this section is proof that the actor has breached his fiduciary duty and the public trust. A public officer, a member of the general assembly, a local government official, or an employee shall not:
**(a)** Disclose or use confidential information acquired in the course of his official duties in order to further substantially his personal financial interests; or
**(b)** Accept a gift of substantial value or a substantial economic benefit tantamount to a gift of substantial value:
**(I)** Which would tend improperly to influence a reasonable person in his position to depart from the faithful and impartial discharge of his public duties; or
**(II)** Which he knows or which a reasonable person in his position should know under the circumstances is primarily for the purpose of rewarding him for official action he has taken.
**(2)** An economic benefit tantamount to a gift of substantial value includes without limitation:
**(a)** A loan at a rate of interest substantially lower than the commercial rate then currently prevalent for similar loans and compensation received for private services rendered at a rate substantially exceeding the fair market value of such services; or
**(b)** The acceptance by a public officer, a member of the general assembly, a local government official, or an employee of goods or services for his or her own personal benefit offered by a person who is at the same time providing goods or services to the state or a local government under a contract or other means by which the person receives payment or other compensation from the state or local government, as applicable, for which the officer, member, official, or employee serves, unless the totality of the circumstances attendant to the acceptance of the goods or services indicates that the transaction is legitimate, the terms are fair to both parties, the transaction is supported by full and adequate consideration, and the officer, member, official, or employee does not receive any substantial benefit resulting from his or her official or governmental status that is unavailable to members of the public generally.
**(3)** The following are not gifts of substantial value or gifts of substantial economic benefit tantamount to gifts of substantial value for purposes of this section:
**(a)** Campaign contributions and contributions in kind reported as required by section 1-45-108, C.R.S.;
**(b)** An unsolicited item of trivial value;
**(b.5)** A gift with a fair market value of fifty-three dollars or less that is given to the public officer, member of the general assembly, local government official, or employee by a person other than a professional lobbyist.
**(c)** An unsolicited token or award of appreciation as described in section 3 (3)(c) of article XXIX of the state constitution;
**(c.5)** Unsolicited informational material, publications, or subscriptions related to the performance of official duties on the part of the public officer, member of the general assembly, local government official, or employee;
**(d)** Payment of or reimbursement for reasonable expenses paid by a nonprofit organization or state and local government in connection with attendance at a convention, fact-finding mission or trip, or other meeting as permitted in accordance with the provisions of section 3 (3)(f) of article XXIX of the state constitution;
**(e)** Payment of or reimbursement for admission to, and the cost of food or beverages consumed at, a reception, meal, or meeting that may be accepted or received in accordance with the provisions of section 3 (3)(e) of article XXIX of the state constitution;
**(f)** A gift given by an individual who is a relative or personal friend of the public officer, member of the general assembly, local government official, or employee on a special occasion.
**(g)** Payment for speeches, appearances, or publications that may be accepted or received by the public officer, member of the general assembly, local government official, or employee in accordance

with the provisions of section 3 of article XXIX of the state constitution that are reported pursuant to section 24-6-203 (3)(d);
**(h)** Payment of salary from employment, including other government employment, in addition to that earned from being a member of the general assembly or by reason of service in other public office;
**(i)** A component of the compensation paid or other incentive given to the public officer, member of the general assembly, local government official, or employee in the normal course of employment; and
**(j)** Any other gift or thing of value a public officer, member of the general assembly, local government official, or employee is permitted to solicit, accept, or receive in accordance with the provisions of section 3 of article XXIX of the state constitution, the acceptance of which is not otherwise prohibited by law.
**(4)** The provisions of this section are distinct from and in addition to the reporting requirements of section 1-45-108, C.R.S., and section 24-6-203, and do not relieve an incumbent in or elected candidate to public office from reporting an item described in subsection (3) of this section, if such reporting provisions apply.
**(5)** The amount of the gift limit specified in paragraph (b.5) of subsection (3) of this section, set at fifty-three dollars as of August 8, 2012, shall be identical to the amount of the gift limit under section 3 of article XXIX of the state constitution, and shall be adjusted for inflation contemporaneously with any adjustment of the constitutional gift limit pursuant to section 3 (6) of article XXIX.

## 24-18-105. Ethical principles for public officers, local government officials, and employees

**(1)** The principles in this section are intended as guides to conduct and do not constitute violations as such of the public trust of office or employment in state or local government.
**(2)** A public officer, a local government official, or an employee should not acquire or hold an interest in any business or undertaking which he has reason to believe may be directly and substantially affected to its economic benefit by official action to be taken by an agency over which he has substantive authority.
**(3)** A public officer, a local government official, or an employee should not, within six months following the termination of his office or employment, obtain employment in which he will take direct advantage, unavailable to others, of matters with which he was directly involved during his term of employment. These matters include rules, other than rules of general application, which he actively helped to formulate and applications, claims, or contested cases in the consideration of which he was an active participant.
**(4)** A public officer, a local government official, or an employee should not perform an official act directly and substantially affecting a business or other undertaking to its economic detriment when he has a substantial financial interest in a competing firm or undertaking.
**(5)** Public officers, local government officials, and employees are discouraged from assisting or enabling members of their immediate family in obtaining employment, a gift of substantial value, or an economic benefit tantamount to a gift of substantial value from a person whom the officer, official, or employee is in a position to reward with official action or has rewarded with official action in the past.

## 24-18-201. Interests in contracts

**(1)** Members of the general assembly, public officers, local government officials, or employees shall not be interested in any contract made by them in their official capacity or by any body, agency, or board of which they are members or employees. A former employee may not, within six months following the termination of his employment, contract or be employed by an employer who contracts with a state agency or any local government involving matters with which he was directly involved during his employment. For purposes of this section, the term:

**(a)** "Be interested in" does not include holding a minority interest in a corporation.

**(b)** "Contract" does not include:

**(I)** Contracts awarded to the lowest responsible bidder based on competitive bidding procedures;

**(II)** Merchandise sold to the highest bidder at public auctions;

**(III)** Investments or deposits in financial institutions which are in the business of loaning or receiving moneys;

**(IV)** A contract with an interested party if, because of geographic restrictions, a local government could not otherwise reasonably afford itself of the subject of the contract. It shall be presumed that a local government could not otherwise reasonably afford itself of the subject of a contract if the additional cost to the local government is greater than ten percent of a contract with an interested party or if the contract is for services that must be performed within a limited time period and no other contractor can provide those services within that time period.

**(V)** A contract with respect to which any member of the general assembly, public officer, local government official, or employee has disclosed a personal interest and has not voted thereon or with respect to which any member of the governing body of a local government has voted thereon in accordance with section 24-18-109 (3)(b) or 31-4-404 (3), C.R.S. Any such disclosure shall be made: To the governing body, for local government officials and employees; in accordance with the rules of the house of representatives and the senate, for members of the general assembly; and to the secretary of state, for all others.

## 24-18-202. Interest in sales or purchases

Public officers and local government officials shall not be purchasers at any sale or vendors at any purchase made by them in their official capacity.

## 24-18-203. Voidable contracts

Every contract made in violation of any of the provisions of section 24-18-201 or 24-18-202 shall be voidable at the instance of any party to the contract except the officer interested therein.

## 24-18-204. Dealings in warrants and other claims prohibited

State officers, county officers, city and county officers, city officers, and town officers, as well as all other local government officials, and their deputies and clerks, are prohibited from purchasing or selling or in any manner receiving to their own use or benefit or to the use or benefit of any person or persons whatever any state, county, city and county, city, or town warrants, scrip, orders, demands, claims, or other evidences of indebtedness against the state or any county, city and county, city, or town thereof except evidences of indebtedness issued to or held by them for services rendered as such officer, deputy, or clerk, and evidences of the funded indebtedness of such state, county, city and county, city, or town.

EXHIBIT

tabbies

6

## 24-18-205. Settlements to be withheld on affidavit

**(1)** Every officer charged with the disbursement of public moneys who is informed by affidavit establishing probable cause that any officer whose account is about to be settled, audited, or paid by him has violated any of the provisions of this part 2 shall suspend such settlement or payment and cause such officer to be prosecuted for such violation by the district attorney of the appropriate jurisdiction.
**(2)** If there is judgment for the defendant upon such prosecution, the proper officer may proceed to settle, audit, or pay such account as if no such affidavit had been filed.

## 24-18-206. Penalty

A person who knowingly commits an act proscribed in this part 2 commits a class 1 misdemeanor and shall be punished as provided in section 18-1.3-501, C.R.S. In addition to the penalties provided in section 18-1.3-501, C.R.S., the court may impose a fine of no more than twice the amount of the benefit the person obtained or was attempting to obtain in violating a provision of this part 2.

## 18-8-302. Bribery

**(1)** A person commits the crime of bribery, if:
**(a)** He offers, confers, or agrees to confer any pecuniary benefit upon a public servant with the intent to influence the public servant's vote, opinion, judgment, exercise of discretion, or other action in his official capacity; or
**(b)** While a public servant, he solicits, accepts, or agrees to accept any pecuniary benefit upon an agreement or understanding that his vote, opinion, judgment, exercise of discretion, or other action as a public servant will thereby be influenced.
**(2)** It is no defense to a prosecution under this section that the person sought to be influenced was not qualified to act in the desired way, whether because he had not yet assumed office, lacked jurisdiction, or for any other reason.
**(3)** Bribery is a class 3 felony.

## 18-8-303. Compensation for past official behavior

**(1)** A person commits a class 6 felony, if he:
**(a)** Solicits, accepts, or agrees to accept any pecuniary benefit as compensation for having, as a public servant, given a decision, opinion, recommendation, or vote favorable to another or for having otherwise exercised a discretion in his favor, whether or not he has in so doing violated his duty; or
**(b)** Offers, confers, or agrees to confer compensation, acceptance of which is prohibited by this section.

## 18-8-304. Soliciting unlawful compensation

A public servant commits a class 2 misdemeanor if he requests a pecuniary benefit for the performance of an official action knowing that he was required to perform that action without compensation or at a level of compensation lower than that requested.

## 18-8-305. Trading in public office

**(1)** A person commits trading in public office if:
(a)He offers, confers, or agrees to confer any pecuniary benefit upon a public servant or party officer upon an agreement or understanding that he or a particular person will or may be appointed to a public office or designated or nominated as a candidate for public office; or
**(b)** While a public servant or party officer, he solicits, accepts, or agrees to accept any pecuniary benefit from another upon an agreement or understanding that a particular person will or may be appointed to a public office or designated or nominated as a candidate for public office.
**(2)** It shall be an affirmative defense that the pecuniary benefit was a customary contribution to political campaign funds solicited and received by lawfully constituted political parties.
**(3)** Trading in public office is a class 1 misdemeanor.

## 18-8-306. Attempt to influence a public servant

Any person who attempts to influence any public servant by means of deceit or by threat of violence or economic reprisal against any person or property, with the intent thereby to alter or affect the public servant's decision, vote, opinion, or action concerning any matter which is to be considered or performed by him or the agency or body of which he is a member, commits a class 4 felony.

## 18-8-307. Designation of supplier prohibited

**(1)** No public servant shall require or direct a bidder or contractor to deal with a particular person in procuring any goods or service required in submitting a bid to or fulfilling a contract with any government.
**(2)** Any provision in invitations to bid or any contract documents prohibited by this section are against public policy and void.

**(3)** It shall be an affirmative defense that the defendant was a public servant acting within the scope of his authority exercising the right to reject any material, subcontractor, service, bond, or contract tendered by a bidder or contractor because it does not meet bona fide specifications or requirements relating to quality, availability, form, experience, or financial responsibility.
**(4)** Any public servant who violates the provisions of subsection (1) of this section commits a class 6 felony.

## 18-8-308. Failing to disclose a conflict of interest

**(1)** A public servant commits failing to disclose a conflict of interest if he exercises any substantial discretionary function in connection with a government contract, purchase, payment, or other pecuniary transaction without having given seventy-two hours' actual advance written notice to the secretary of state and to the governing body of the government which employs the public servant of the existence of a known potential conflicting interest of the public servant in the transaction with reference to which he is about to act in his official capacity.
**(2)** A "potential conflicting interest" exists when the public servant is a director, president, general manager, or similar executive officer or owns or controls directly or indirectly a substantial interest in any nongovernmental entity participating in the transaction.
**(3)** Failing to disclose a conflict of interest is a class 2 misdemeanor.

## 18-8-402. Misuse of official information

**(1)** Any public servant, in contemplation of official action by himself or by a governmental unit with which he is associated or in reliance on information to which he has access in his official capacity and which has not been made public, commits misuse of official information if he:
**(a)** Acquires a pecuniary interest in any property, transaction, or enterprise which may be affected by such information or official action; or
**(b)** Speculates or wagers on the basis of such information or official action; or
**(c)** Aids, advises, or encourages another to do any of the foregoing with intent to confer on any person a special pecuniary benefit.
**(2)** Misuse of official information is a class 6 felony.

## 18-8-403. Official oppression

**(1)** A public servant, while acting or purporting to act in an official capacity or taking advantage of such actual or purported capacity, commits official oppression if, with actual knowledge that his conduct is illegal, he:
**(a)** Subjects another to arrest, detention, search, seizure, mistreatment, dispossession, assessment, or lien; or
**(b)** Has legal authority and jurisdiction of any person legally restrained of his liberty and denies the person restrained the reasonable opportunity to consult in private with a licensed attorney-at-law, if there is no danger of imminent escape and the person in custody expresses a desire to consult with such attorney.
**(2)** Official oppression is a class 2 misdemeanor.

## 18-8-404. First degree official misconduct

**(1)** A public servant commits first degree official misconduct if, with intent to obtain a benefit for the public servant or another or maliciously to cause harm to another, he or she knowingly:
**(a)** Commits an act relating to his office but constituting an unauthorized exercise of his official function; or
**(b)** Refrains from performing a duty imposed upon him by law; or
**(c)** Violates any statute or lawfully adopted rule or regulation relating to his office.
**(2)** First degree official misconduct is a class 2 misdemeanor.

## 18-8-405. Second degree official misconduct

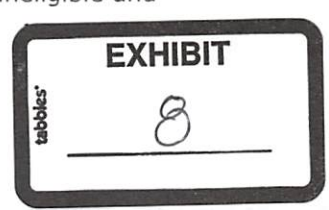
**(1)** A public servant commits second degree official misconduct if he knowingly, arbitrarily, and capriciously:
**(a)** Refrains from performing a duty imposed upon him by law; or
**(b)** Violates any statute or lawfully adopted rule or regulation relating to his office.
**(2)** Second degree official misconduct is a class 1 petty offense.

## 18-8-406. Issuing a false certificate

A person commits a class 6 felony, if, being a public servant authorized by law to make and issue official certificates or other official written instruments, he makes and issues such an instrument containing a statement which he knows to be false.

## 18-8-407. Embezzlement of public property

**(1)** Every public servant who lawfully or unlawfully comes into possession of any public moneys or public property of whatever description, being the property of the state or of any political subdivision of the state, and who knowingly converts any of such public moneys or property to his own use or to any use other than the public use authorized by law is guilty of embezzlement of public property. Every person convicted under the provisions of this section shall be forever thereafter ineligible and



disqualified from being a member of the general assembly of this state or from holding any office of trust or profit in this state.
(2) Embezzlement of public property is a class 5 felony.

## 18-8-408. Designation of insurer prohibited

(1) No public servant shall, directly or indirectly, require or direct a bidder on any public building or construction contract which is about to be or has been competitively bid to obtain from a particular insurer, agent, or broker any surety bond or contract of insurance required in such bid or contract or required by any law, ordinance, or regulation.
(2) Any such public servant who violates any of the provisions of subsection (1) of this section commits a class 1 petty offense.
(3) Any provisions in invitations to bid or in any contract documents prohibited by this section are declared void as against the public policy of this state.
(4) Nothing in this section shall be construed to prevent any such public servant acting on behalf of the government from exercising the right to approve or reject a surety bond or contract of insurance as to its form or sufficiency or the lack of financial capability of an insurer selected by a bidder.
(5) This section shall apply only to contracts entered into on or after July 1, 1977.

## 18-8-409. Violation of rules and regulations of judicial nominating commissions not subject to criminal prosecution

A person who violates a rule or regulation promulgated by any judicial nominating commission shall not be subject to criminal prosecution.

City of Fort Collins

# Ethics Review Board

## WORKBOOK FOR NOVEMBER 14, 2019 COMPLAINT REVIEW – MAYOR TROXELL

DECEMBER 16, 2019

EXHIBIT

9

## PHASE 1 – Consider whether the allegations in the Complaint, if they are true, would constitute a violation of state or local ethical rules.

- The Complaint alleges a violation of Article IV, Section 9 of the City Charter, conflicts of interest:

  "*Interests in other decisions* . Any **officer or employee** who has, or whose relative has, a **financial or personal interest** in any decision of any public body of which he or she is a member or to which he or she makes recommendations, shall, upon discovery thereof, disclose such interest in the official records of the city in the manner prescribed in subsection (4) hereof, and shall refrain from voting on, attempting to influence, or otherwise participating in such decision in any manner as an officer or employee." [Section 9(b)(3) – emphasis added]

- The Complaint alleges that Mayor Troxell, as elected Mayor of the City, should have disclosed a conflict of interest and refrained from voting on the Hughes Stadium rezoning ordinance, because he is employed by Colorado State University (CSU)

- The Complaint alleges the following facts in support of an argument that Mayor Troxell has a **financial interest** and a **personal interest** in the rezoning decision:

  (1) Mayor Troxell [is] currently and gainfully employed by Colorado State University. Mr. Troxell is an Associate Professor in the Mechanical Engineering department as well as the director of the Center for Networked Distributed Energy and Ram lab (EXHIBIT 2)*.

  (2) Colorado State University is the owner of a parcel of land located northwest of the intersection of South Overland Trail and Dixon Canyon Road, the former site of the Hughes Stadium.

  (3) The University is attempting to sell this land to a developer (Lennar Homes) via a Purchase Agreement (EXHIBIT 4)*.

  (4) The Purchase Agreement in place specifically states an "Additional Purchase Price" for every housing unit sold on the parcel of land, thus incentivizing CSU to achieve the highest zoning density possible for the developer to gain the highest sale price for said land parcel (EXHIBIT 4 [Section 158])

  (5) The Purchase Agreement in place specifically enumerates a "Preliminary Entitlement Confirmation" that allows the buyer, Lennar Homes, to walk away from the Purchase Agreement as well as be reimbursed for all out-of-pocket expenses incurred during its effort to achieve the minimum number of 600 lots zoned for development on the parcel (EXHIBIT 4 [Section 4d])

  (6) The gainful employment of Mr. Troxell at Colorado State University is based in part on the University's financial health, which causes [him] to have a personal interest in the University's ability to profit from decisions [he makes] while in office.

  **See original Complaint for Exhibits.*

(7) Specifically Mr. Troxell has a financial interest in the re-zoning decision being made concerning the former Hughes Stadium site because the ability to attract top students in mechanical engineering, develop technologies in the two labs of which he is the director, and potentially bring these technologies to market, hinges on the University's ability to fund these labs and capital-intensive projects which they undertake.

(8) Mr. Troxell has specifically enumerated his desire to bring University technologies to market while he is both Mayor of Fort Collins and Associate Professor in the Mechanical Engineering Department: "I focus on expanding the research enterprise in the College of Engineering and linking these efforts to technology transfer, startup companies, strategic Industry partnerships, government relationships and technology-based economic consortia." (EXHIBIT 5)

- The Complaint does not allege that any relative of Mayor Troxell has an interest in the decision.

---

Question 1: Assuming the facts in the complaint are true, was Mayor Troxell's role in the Hughes Stadium rezoning decision as an officer or employee of the City?

This issue is not disputed. Go to **Page 3**

Question 2. Assuming the facts in the complaint are true, does Mayor Troxell have a financial interest in the Hughes Stadium rezoning decision as a result of his employment relationship with CSU?

*Financial interest* means any interest equated with money or its equivalent.

Part A: Does Mayor Troxell have an interest in the rezoning decision resulting from his employment relationship with CSU that is equated with money or its equivalent?

☐ NO: Go to **Page 6** (Analysis of Personal Interest).

☐ YES OR MAYBE: Go to **Page 4** (Allowable Exceptions).

Part B: Do one of these 8 exceptions (continued on **Page 5**) apply to Mayor Troxell's financial interest resulting from his employment relationship with CSU?

| | |
|---|---|
| (1) Is Mayor Troxell's interest the interest that an officer, employee or relative has as an employee of a business, or as a holder of an ownership interest in such business, in a decision of any public body, when the decision financially benefits or otherwise affects such business but entails no foreseeable, measurable financial benefit to the officer, employee or relative;<br>(*Business* means a corporation, partnership, sole proprietorship, firm, enterprise, franchise, association, organization, self-employed individual, holding company, joint stock company, receivership, trust, activity or entity.)<br><br>Analysis:<br>Is Mayor Troxell employed by a business (CSU) or have an ownership interest in a business (CSU)?<br><br>AND will the City Council's decision benefit the business (CSU)?<br><br>AND will the decision provide a **foreseeable, measurable financial benefit** to Mayor Troxell resulting from his employment relationship with CSU?<br><br>If you conclude that the decision will benefit a business that employs Mayor Troxell but won't benefit Mayor Troxell, then this exception applies. Check "YES"<br><br>If you conclude *either*: - Mayor Troxell's financial interest is not related to the business that employs him, *or*: - Mayor Troxell (or a relative) will experience a foreseeable, measurable financial benefit, then this exception does NOT apply. Check "NO" | ☐ Yes:<br>☐ No: |
| (2) the interest that an officer, employee or relative has as a **nonsalaried officer or member** of a nonprofit corporation or association or of an educational, religious, charitable, fraternal or civic organization in the holdings of such corporation, association or organization; | ☐ Yes<br>☐ No |
| (3) an interest as a recipient of public services; | ☐ Yes |

| | |
|---|---|
| | ☐ No |
| (4) an interest as a recipient of a commercially reasonable loan by a lending institution;<br>[Do one of these exceptions apply? -- Continued] | ☐ Yes<br>☐ No |
| (5) an interest as a shareholder in a mutual or common investment fund; | ☐ Yes<br>☐ No |
| (6) an interest as a policyholder in an insurance company, a depositor in a savings association or bank, or a similar interest-holder; | ☐ Yes<br>☐ No |
| (7) an interest as an owner of government-issued securities; or | ☐ Yes<br>☐ No |
| (8) the interest that an officer or employee has in the compensation received from the city for personal services provided to the city as an officer or employee. | ☐ Yes<br>☐ No |

If you answered NO to all of (1) through (8), **Mayor Troxell may have a financial interest** resulting from his employment relationship with CSU. Go to **Page 6** (Analysis of Personal Interest).

If you answered YES to any one of the above exceptions, **Mayor Troxell does not have a financial interest** resulting from his employment relationship with CSU.
Go to **Page 6** (Analysis of Personal Interest)

Question 3. Assuming the facts in the complaint are true, does Mayor Troxell have a personal interest in the Hughes Stadium rezoning decision resulting from his employment relationship with CSU?

*Personal interest* means any interest (other than a financial interest) by reason of which an officer or employee would, in the judgment of a reasonably prudent person, realize or experience some direct and substantial benefit or detriment different in kind from that experienced by the general public.

Part A: Does Mayor Troxell have an interest in the rezoning decision resulting from his employment relationship with CSU (other than a financial interest) that a **reasonably prudent person** would expect would cause him a benefit or detriment?

*Benefit* means an advantage or gain.

*Detriment* means disadvantage, injury, damage or loss.

☐ NO: Then Mayor Troxell **does not have a personal interest** resulting from his employment relationship with CSU. Go to **Page 10**.

☐ YES: Go to **Page 7** to complete additional analysis.

Part B: Is the personal benefit or detriment Mayor Troxell would receive resulting from his employment relationship with CSU direct and substantial?

*Direct* means resulting immediately and proximately from the circumstances and not from an intervening cause.

*Substantial* means more than nominal in value, degree, amount or extent.

☐ NO: Then Mayor Troxell **does not have a personal interest** resulting from his employment relationship with CSU. Go to **Page 10**.

☐ YES: Go to **Page 8** for additional analysis.

Part C: Is the personal benefit or detriment Mayor Troxell would receive resulting from his employment relationship with CSU different in kind from that experienced by the general public?

*Different in kind from that experienced by the general public* means of a different type or nature not shared by the public generally and that is not merely different in degree from that experienced by the public generally.

☐ NO: Then Mayor Troxell **does not have a personal interest** resulting from his employment relationship with CSU. Go to **Page 10**.

☐ YES: Mayor Troxell may have a personal interest resulting from his employment relationship with CSU.

Go to **Page 9** (Allowable Exceptions.)

Part D: Does Mayor Troxell's personal interest resulting from his employment relationship with CSU, fall within one of these exceptions to the definition of "*Personal interest*"?

| | |
|---|---|
| (1) the interest that an officer has as a member of a board, commission, committee, or authority of another governmental entity or of a nonprofit corporation or association or of an educational, religious, charitable, fraternal, or civic organization; | ☐ Yes<br>☐ No |
| (2) the interest that an officer has in the receipt of public services which such services are provided by the City on the same terms and conditions to all similarly situated citizens; or | ☐ Yes<br>☐ No |
| (3) the interest that an officer or employee has in the compensation, benefits, or terms and conditions of his or her employment with the city. | ☐ Yes<br>☐ No |

Similarly situated means....

☐ If NO to all three exceptions, Mayor Troxell **may have a personal interest resulting from his employment relationship with CSU.**

Go to **Page 10**.

☐ If YES to any of the exceptions, Mayor Troxell **does not have a personal interest resulting from his employment relationship with CSU.**

Go to **Page 10**

Question 4. Do the facts alleged constitute a violation?

- Did you conclude, in light of his employment relationship with CSU, on Page 5 that Mayor Troxell may have a financial interest in the rezoning decision?

  ☐ YES

  ☐ NO

- Did you conclude, in light of his employment relationship with CSU, on Page 9 that Mayor Troxell may have a personal interest in the rezoning decision?

  ☐ YES

  ☐ NO

If NO to both, you are done. The facts alleged do not constitute a violation.

If YES to either one, go on to **PHASE 2 on page 11**.

## PHASE 2 – Consider whether the facts asserted in the Complaint are reliable, and sufficient to support the alleged violations.

If the Board determines that there may have been a violation, then the Board will need to evaluate the facts asserted in the Complaint.

- In Phase 1 you had to assume the facts in the Complaint were true. Now you will consider the merit of the facts in the Complaint.
- The Board may know information that contradicts the facts that were asserted in the Complaint, or there may not be enough information in the Complaint for you to form a reasonable suspicion that the violation alleged in the Complaint occurred.

1. Do you find that the facts asserted in the Complaint are **reliable**?

☐ Yes
☐ No

AND

2. Do you find that the facts asserted in the Complaint are **sufficient** enough to support the allegation that there was a violation?

☐ Yes
☐ No

| NOTES: |
| --- |
| |

Go to **Phase 3 on Page 12**

## PHASE 3 – Are there any other facts or circumstances the Board considers relevant?

If there is additional information available or presented to the Board that leads you to conclude that the Complaint does not merit further investigation, identify that information and explain how it affects the Board's decision on whether further investigation is warranted.

| Information: | Source: | Effect on Determination: |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

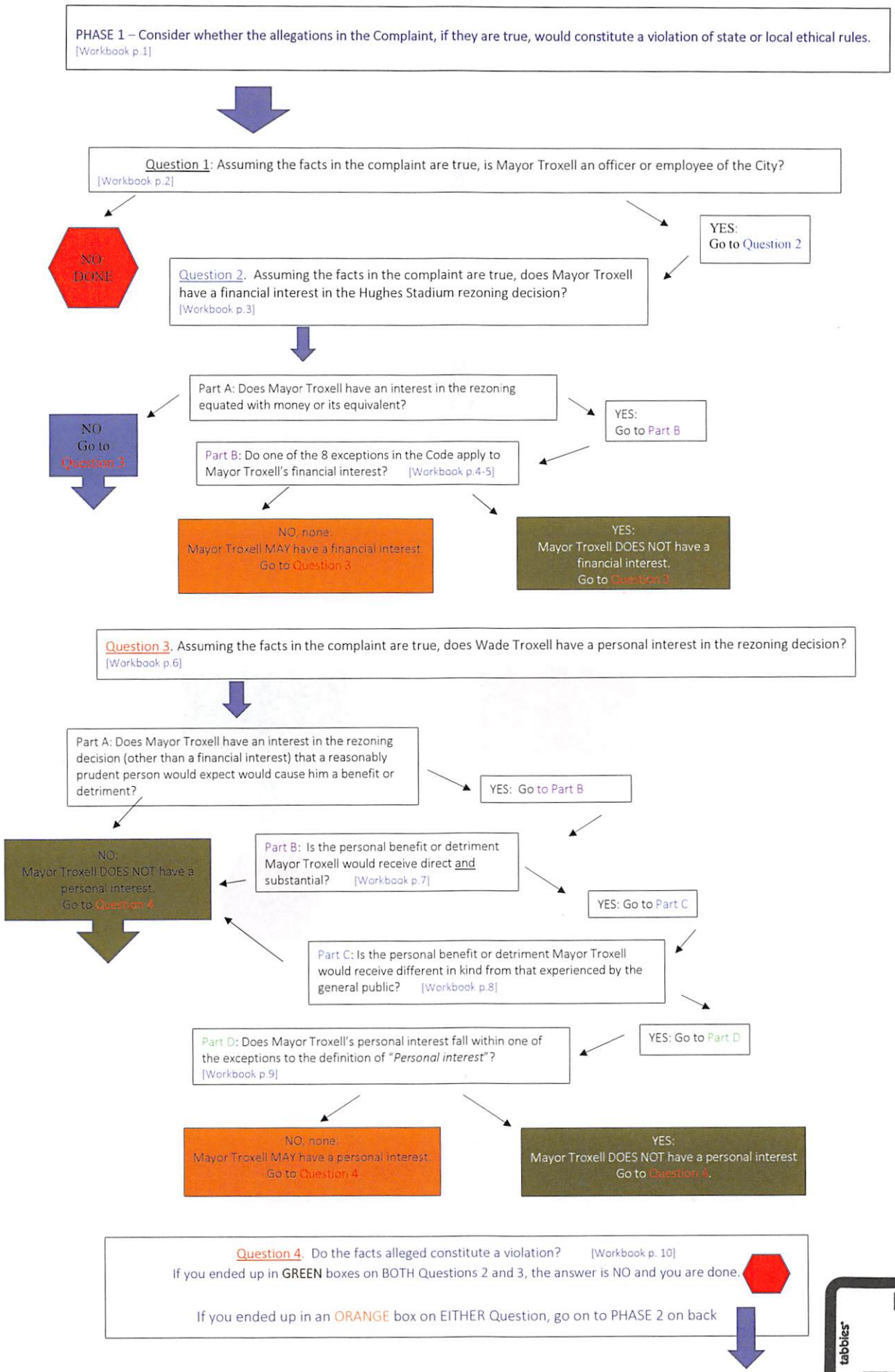
After completing review of all the factors, if the Board has not already made a determination, the Board should make a motion and vote on whether it has determined that further investigation is warranted, and explain the reasoning for its decision.

IS FURTHER INVESTIGATION WARRANTED?

☐ Yes → Staff will suggest a schedule for next steps
☐ No → No further action is needed on the Complaint.

| Reasons for decision: |
|---|
| |

Ethics Review Board Flowchart for November 14, 2019 Complaint Review – Mayor Wade Troxell




EXHIBIT

10

Ethics Review Board Flowchart for November 14, 2019 Complaint Review – Mayor Wade Troxell

PHASE 2 -- Are the facts asserted in the Complaint reliable, AND sufficient to support the alleged violations?

[Workbook p.11]

☐ Yes
☐ No

Go on to PHASE 3

PHASE 3 – Are there any other facts or circumstances you consider relevant?

[Workbook p. 12]

☐ Yes
☐ No

Go on to DETERMINATION

DETERMINATION: If you have not already reached a decision, make a motion and vote on the following:

IS FURTHER INVESTIGATION WARRANTED?

YES:
Staff will suggest a schedule for next steps

NO:
No further action is needed on the complaint

DONE

RESOLUTION 2014-107
OF THE COUNCIL OF THE CITY OF FORT COLLINS
ACCEPTING ADVISORY OPINION AND RECOMMENDATION NO. 2014-01
OF THE ETHICS REVIEW BOARD

WHEREAS, the City Council has established an Ethics Review Board (the "Board") consisting of designated members of the City Council; and

WHEREAS, the Board is empowered under Section 2-569 of the City Code to render advisory opinions and recommendations regarding actual or hypothetical situations of Councilmembers or board and commission members of the City; and

WHEREAS, the Ethics Review Board met on November 18, 2014, to consider whether Councilmember Troxell's position as a tenured faculty member in the mechanical engineering department at Colorado State University ("CSU") limits his participation as a City Council member representing District 4 in any discussion and any vote related to a CSU stadium; and

WHEREAS, the Board has issued an advisory opinion with regard to this matter concluding that Councilmember Troxell does not have a conflict of interest with respect to the CSU stadium issue; and

WHEREAS, Section 2-569(e) of the City Code provides that all advisory opinions and recommendations of the Board be placed on the agenda for the next special or regular City Council meeting, at which time the City Council shall determine whether to adopt such opinions and recommendations; and

WHEREAS, the City has reviewed the opinion of the Board and wishes to adopt the same.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS that Opinion No. 2014-01 of the Ethics Review Board, a copy of which is attached hereto and incorporated herein by this reference as Exhibit "A," has been submitted to and reviewed by the City Council, and the Council hereby adopts the opinion contained therein.

Passed and adopted at an adjourned meeting of the Council of the City of Fort Collins this 25th day of November A.D. 2014.

Karen Weitkunat
Mayor

ATTEST:

Wanda Neborg
City Clerk

CITY OF FORT COLLINS SEAL COLORADO



EXHIBIT
11

interest and refrain from voting on, attempting to influence, or otherwise participating in such decision in any manner as a Councilmember. Under the Charter, the following definitions apply:

a. "Financial Interest"

A "financial interest" is defined under the Charter as "any interest equated with money or its equivalent." The Charter expressly excludes from the definition of "financial interest" the interest that a Councilmember has as an employee of a business where the Council decision may financially benefit or otherwise affect the business but entails no "foreseeable, measurable financial benefit" to the Councilmember.

In reviewing the facts of this situation, it is likely that the Council's deliberations and actions with regard to the CSU football stadium will "affect" the University, since, at a minimum, the University will have difficulty moving forward with any stadium project without some degree of cooperation and coordination with the City. There is no indication, however, that Troxell, as an individual, will receive any "foreseeable, measurable financial benefit" as a result of the Council decision(s), as no evidence has been presented to the effect that Troxell's salary or other compensation will be changed or discontinued as a result of the Council's decision related to the CSU football stadium. Therefore, the Board believes that Troxell does not have a financial interest in the Council's actions related to the CSU football stadium.

b. "Personal Interest"

The next inquiry is whether Troxell has a "personal interest" under the Charter. The Charter defines a personal interest in relevant part as an interest by reason of which a Councilmember would, in the judgment of a reasonably prudent person, realize or experience some "direct and substantial benefit or detriment different in kind from that experienced by the general public." This benefit or detriment need not be financial in nature, but it must be "direct and substantial." As recently established by the City Council in Ordinance No. 145, 2014, "direct" means "resulting immediately and proximately from the circumstances and not from an intervening cause," and "substantial" means "more than nominal in value, degree, amount or extent."

Clearly, Troxell is differently situated with regard to this matter than are the members of the general public because of his employment with the University. The question is whether, because of his status as an employee, he might realize any *"direct and substantial benefit or detriment"* by reason of Council's decision related to the CSU football stadium. Again, there is no indication that Troxell's position of employment or the amount of his compensation would be affected by his vote or Council's decision or actions with regard to the proposed football stadium. In fact, Troxell's status as a tenured member of the academic faculty indicates to the contrary, that is, that there could be no job related ramifications based upon the manner in which Troxell votes with regard to these upcoming Council decisions. Moreover, the Charter standard requires that the potential benefit or detriment to Troxell be "direct and substantial" and not merely indirect or

# AGENDA ITEM SUMMARY

Ethics Review Board

**December 16, 2019**

## STAFF

Carrie Daggett, City Attorney
Ingrid Decker, Sr. Assistant City Attorney

## SUBJECT

Consideration in accordance with City Code Section 2-569(d)(1) of whether a complaint filed on November 14, 2019, by Nicolas Murphy Frey and Mary Satterfield Grant, alleging that Mayor Pro Tem Kristin Stephens has a financial interest and a personal interest in the Hughes Stadium annexation property rezoning decision, warrants investigation.

## EXECUTIVE SUMMARY

The purpose of this item is to complete the initial screening by the Ethics Review Board of a complaint filed with the Board under City Code Section 2-569(d), as described below.

## STAFF RECOMMENDATION

Staff recommends that the Board consider the Complaint and determine whether to proceed with an investigation of the Complaint.

## BACKGROUND / DISCUSSION

Under City Code Section 2-569(d), any person who believes a Councilmember or board or commission member has violated any provision of state law or the City Charter or City Code pertaining to ethical conduct may file a complaint with the City Clerk. After notice to the complaining party and the subject of the complaint, the Ethics Review Board then considers the complaint and whether it should be further investigated. A copy of Section 2-569 is provided as an attachment to this Agenda Item Summary.

**The Complaint:**

The Board will consider a complaint lodged with the Board through the City Attorney on November 14, 2019, by Nicolas Murphy Frey and Mary Satterfield Grant (the "Complainants"), two Fort Collins residents, against Mayor Pro Tem Kristin Stephens (as well as against Mayor Wade Troxell). The Complaint,is provided in its entirety as an attachment to this Agenda Item Summary, and it alleges Mayor Pro Tem Kristin Stephens has a conflict of interest in the form of a financial interest and a personal interest in the Hughes Stadium annexation property rezoning decision in light of her employment at Colorado State University, which owns the property. The following is an excerpt from the Complaint summarizing Mr. Frey's and Ms. Grant's concern:

*As current employees of Colorado State University, Wade Troxell and Kristin Stephens should not be participating in the decision making process for the re-zoning of the parcel of land currently owned by Colorado State University located northwest of Overland Trail and Dixon Canyon Road (the former site of the Hughes Stadium). Each has both personal interests and financial interests as defined in Article IV, Section 9 of the City Charter (EXHIBIT 1) because a reasonably prudent person would judge that Mr. Troxell and Ms. Stephens would realize a direct and substantial benefit different in kind from that experienced by the general public. Based on these personal and financial interests in the re-zoning of this parcel of land, Mr. Troxell and Ms. Stephens should refrain from voting on, attempting to influence, or otherwise participating in such decision in any manner as an officer or employee.*

**Please note: attached are documents intended to assist the Board in working through the various elements of these questions, referred to as "Workbook" and "Flowchart for Complaint Review".**

The Complaint provides argument and description about a number of events and concerns, which are identified in the attached Workbook document.

**City Ethics Provisions:**

Generally, the ethics provisions established by the City include City Charter Article IV, Section 9, and City Code Section 2-568. These are each attached to this Agenda Item Summary for reference by the Board.

**State Ethics Provisions:**

In addition, various state laws are commonly considered ethics laws. These include Sections 24-18 101 through 105, Colorado Revised Statutes, Sections 24-18-201 through 206, Colorado Revised Statutes, Sections 18-8-302 through 308, Colorado Revised Statutes, and Sections 18-8-402 through 409, Colorado Revised Statutes, all provided as attachments to this Agenda Item Summary.

(The language of Article XXIX of the Colorado constitution – also referred to as "Amendment 41," provides that home rule municipalities that have adopted local ethics provisions addressing the topics in that provision are exempt from its application.)

**The Board Determination:**

The Board is required under the Code to evaluate the Complaint and determine by majority vote whether to formally investigate the Complaint. In doing so, the Board should consider:

1. Whether the allegations in the Complaint, if true, would constitute a violation of state or local ethical rules;
2. The reliability and sufficiency of any facts asserted in support of the allegations; and
3. Any other facts or circumstances the Board may consider relevant.

If the Board determines that the Complaint does not warrant investigation, the Board then directs staff to send written notice to the complainant of that determination and the reasoning behind it. A copy of that notice is also sent to the subject of the Complaint and the City Council.
Also attached for your reference is Resolution 2014-107, accepting advisory opinion and recommendation no. 2014-01 of the Ethics Review Board. At that time, then Councilmember Wade Troxell had requested and advisory opinion regarding whether he would have a conflict of interest in continuing to participate in Council discussions and, ultimately, Council's vote, regarding the proposed new Colorado State University football stadium then under discussion. The conclusion at that time was that: 1) there was no indication that then Councilmember Troxell would receive any "foreseeable, measurable" financial benefit, so no financial interest was presented; and 2) there was no indication that his position of employment or the amount of his compensation would be affected by his vote or Council's decision or actions with regard to the proposed football stadium, so there was no "direct and substantial gain or detriment to him and no personal interest was presented.

**Summary:**

1. **If the Board determines that there is no potential violation of state or local ethics laws under the facts alleged, the Board should make a motion to that effect that explains the Board's reasoning, and then vote to make that determination. If the Board makes this determination, no further action is needed on the Complaint (other than the provision of notice as required in the Code).**

2. **If the Board determines that the Complaint states a potential a conflict of interest, then the Board will need to evaluate whether the facts asserted are reliable and sufficient enough to support the allegation in the Complaint that a violation occurred, making an investigation of the Complaint appropriate. The Board may have knowledge of information that contradicts the asserted facts, or there may be a lack of information needed to form a reasonable suspicion that the violation alleged in the Complaint occurred.**

3. **If there is additional information available or presented to the Board that leads the Board to conclude that the Complaint does not merit further investigation, the Board should identify that information and explain how it affects the Board's decision as to whether further investigation is warranted.**

After the completion of its review of all factors, if it has not already made a determination, the Board will need to make a motion and vote on whether it has determined that further investigation is warranted, explaining the reasoning for its decision.

**Next Steps:**

As noted above, if the Board makes this determination, no further action is needed on the Complaint (other than the provision of notice as required in the Code).

Alternatively, if the Board determines that further investigation is warranted, staff will suggest a schedule for next steps for the Board to proceed to that phase of the process. At the end of the Board's review and investigation, if any, the Board will issue an Ethics Opinion stating the outcome of its action. The Board's Ethics Opinion is then presented to the City Council for consideration and possible adoption by resolution.

## ATTACHMENTS

1. Email (Complaint) from Nicolas Murphy Frey and Mary Satterfield Grant to Delynn Coldiron, City Clerk, dated November 14, 2019 with Exhibits 1 - 8.
2. City Code Section 2-569
3. City Charter Article IV, Section 9
4. City Code Section 2-568
5. Sections 24-18-101 through 105, Colorado Revised Statutes
6. Sections 24-18-201 through 206, Colorado Revised Statutes
7. Sections 18-8-302-308, Colorado Revised Statutes
8. Sections 18-8-402-409, Colorado Revised Statutes
9. Workbook for Review of Complaint
10. Flowchart for Complaint Review
11. Resolution 2014-107, Accepting Advisory Opinion and Recommendation No. 2014-01 of the Ethics Review Board

I believe that, to the best of my knowledge, information and belief formed after reasonable reflection, the information given in this ethics complaint is accurate and factual.

I request the City of Fort Collins Ethics Review Board evaluate the information given herein which includes supplemental evidence, and to take appropriate measures in accordance with the procedures outlined in the Fort Collins Municipal Code, Section 2-569.

## COMPLAINANTS

**Nicolas Murphy Frey**

1809 Charleston Court
Fort Collins, CO 80526

Phone: (970) 215-2826

**Mary Satterfield Grant**

3427 West Elizabeth Street
Fort Collins, CO 80521

Phone: (703) 969-9555

## COMPLAINEES

**Wade O. Troxell**
**Mayor, City of Fort Collins**
**Associate Professor, Mechanical Engineering, Colorado State University**
**Director, Center for Networked Distributed Energy, Colorado State University**
**Director, RamLab, Colorado State University**

812 Rochelle Circle
Fort Collins, CO 80526

Phone: (970) 219-8940

**Kristin Stephens**
**Council Member, City of Fort Collins**
**Graduate Coordinator, Department of Statistics, Colorado State University**
**Program Assistant II, Department of Statistics, Colorado State University**

1911 Enfield Court
Fort Collins, CO 80526

Phone: (970) 581-7580

RECEIVED
City Clerk's Office
11-14-19

EXHIBIT
tabbies
1

## ALLEGATIONS

As current employees of Colorado State University, Wade Troxell and Kristin Stephens should not be participating in the decision making process for the re-zoning of the parcel of land currently owned by Colorado State University located northwest of Overland Trail and Dixon Canyon Road (the former site of the Hughes Stadium). Each has both *personal interests* and *financial interests* as defined in Article IV, Section 9 of the City Charter (**EXHIBIT 1**) because a reasonably prudent person would judge that Mr. Troxell and Ms. Stephens would realize a direct and substantial benefit different in kind from that experienced by the general public. **Based on these personal and financial interests in the re-zoning of this parcel of land, Mr. Troxell and Ms. Stephens should refrain from voting on, attempting to influence, or otherwise participating in such decision in any manner as an officer or employee.**

## FACTS

(1) Wade Troxell and Kristin Stephens are currently and gainfully employed by Colorado State University. Mr. Troxell is an Associate Professor in the Mechanical Engineering department as well as the director of the Center for Networked Distributed Energy and RamLab (**EXHIBIT 2**). Ms. Stephens is the Graduate Coordinator of the Department of Statistics and Program Assistant II in the Department of Statistics (**EXHIBIT 3**).

(2) Colorado State University is the owner of a parcel of land located northwest of the intersection of South Overland Trail and Dixon Canyon Road, the former site of the Hughes Stadium.

(3) The University is attempting to sell this land to a developer (Lennar Homes) via a Purchase Agreement (**EXHIBIT 4**).

(4) The Purchase Agreement in place specifically states an "Additional Purchase Price" for every housing unit sold on the parcel of land, thus incentivizing CSU to achieve the highest zoning density possible for the developer to gain the highest sale price for said land parcel (**EXHIBIT 4 [Section 15a]**)

(5) The Purchase Agreement in place specifically enumerates a "Preliminary Entitlement Confirmation" that allows the buyer, Lennar Homes, to walk away from the Purchase Agreement as well as be reimbursed for all out-of-pocket expenses incurred during its effort to achieve the minimum number of 600 lots zoned for development on the parcel (**EXHIBIT 4 [Section 4d]**)

(6) The gainful employment of Mr. Troxell and Ms. Stephens at Colorado State University is based in part on the University's financial health, which causes them to have a personal interest in the University's ability to profit from decisions they make while in office.

(7) Specifically Mr. Troxell possess a *financial interest* in the re-zoning decision being made concerning the former Hughes Stadium site—the ability to attract top students in mechanical engineering, develop technologies in the two labs of which he is the director, and potentially bring these technologies to market hinges on the University's ability to fund these labs and capital-intensive projects which they undertake.

(8) Mr. Troxell has specifically enumerated his desire to bring University technologies to market while he is both Mayor of Fort Collins and Associate Professor in the Mechanical Engineering Department: "I focus on expanding the research enterprise in the College of Engineering and linking these efforts to technology transfer, startup companies, strategic industry partnerships, government relationships and technology-based economic consortia." **(EXHIBIT 5)**

## GOVERNING LAW

The financial success of any business is a key concern of its employees. A financially healthy business provides job stability, improved benefits, increased financial compensation, and generally has a greater ability to ensure a positive work environment.

Wade Troxell and Kristin Stephens have a direct personal interest in the financial health of CSU as their primary employer. There is no plausible argument to the contrary.

**Whether or not this personal interest in the financial health of CSU constitutes a *conflict of interest,* as enumerated in Article IV, Section 9 of the City Charter, is determined by the judgement of a reasonably prudent person that an officer of the government would realize a direct (1) and substantial (2) benefit different in kind from that experienced by the general public (3).** I will break this litmus test down into its components and show that each is satisfied by the current situation in which we find Mr. Troxell and Ms. Stephens.

(1) DIRECT - we see that employees of businesses which have significant financial resources, especially those in the non-profit sector (which CSU is), generally distribute those funds in the form of investments in capital and labor. The former may be in the form of improved facilities, upgraded laboratories, new technology, improved office spaces, entirely new buildings for residential and commercial purposes, and the like. The latter may be in the form of employee benefits, increased compensation, recruitment of high-level employees, increased numbers of assistants, additional support staff and grounds keepers, and the like. All of these potential investments in capital and labor improve the quality of life of employees, in a very direct manner.

(2) SUBSTANTIAL - According to the Office of Budgets of CSU, the University spent $36,093,716 on all line items within "Education and General Research" in 2017-18 and estimates it will spend just $24,904,798 in the following 2018-19 year **(EXHIBIT 6 [page 3])**. This is a drop of 31.0% from one year to the next, and directly impacts all research activities at the University—an area of the University in which Mr. Troxell is deeply involved. The successful sale of the Hughes Stadium parcel would almost completely erase that deficit, just based on the "base price" of $10M that can be read in the portion of the purchase agreement which has not been redacted.

(3) GENERAL PUBLIC - as described above, the general public, not being employees of Colorado State University, would not share in, depend upon, nor benefit from the revenue increase CSU would realize with a successful sale of the Hughes Stadium parcel to Lennar Homes based on its Purchase Agreement.

## ANALYSIS

To further elucidate the situation and possible outcomes, I will describe **two mutually exclusive scenarios** and show the substantial economic difference between them for CSU, and then connect this difference with possible difference in financial outcomes for areas of CSU in which Mr. Troxel and Ms. Stephens are involved.

## SCENARIO 1 - Purchase Agreement Executed

Hughes Stadium parcel is successfully sold to Lennar Homes with at least 650 units of density (this would be described by the 1/2 RF and 1/2 LMN re-zoning which Mr. Troxel and Ms. Stephens voted in favor of at the City Council meeting on 11/11/19).

1/2 RF zoning allows for 81 acres of the 161 total to be developed at a maximum density of one unit per acre, meaning 81 lots total. 1/2 LMN zoning allows for a maximum density of 9 units per acre, or 720 units, erring on the more conservative approach of granting the "odd acre" in the 161 acres to the less-dense zoning classification. **That is a total of 801 units of housing possible with 1/2 RF clustered and 1/2 LMN.**

In this hypothetical scenario, the Purchase Agreement in place for the land would result in Lennar Homes paying $10M to CSU as a "base rate", another $16,000 per additional lot above 625 up to a total additional of $400,000, and an "Additional Purchase Price" (APP) for every single Home which is sold to a Homebuyer. That equates to $10,400,000 + APP as a total sale price.

The APP has been redacted, but with some rudimentary calculations, one may estimate it conservatively as follows: with a parcel containing 650 lots at a total value of $10,400,000, each lot is priced at an average of $16,000. This is the exact additional price to be conveyed for each home above 625, or to be subtracted for each home under 625—so we have a logically established "base lot rate" of $16,000. With 161 acres, and assuming clustering and increased demands for open space and drainage—estimating with a worst-case scenario of smallest lot size for lowest assumed price—we have a likely 100 acres of land within Hughes which is devoted specifically to private home plots. That means an average of 0.15 acres per home, or more likely many homes with 0.25-0.3 acre plots and many multi-family homes with similar acreage but two to four units on each.

Luxury lots (0.5 acres and up, with comparable neighboring homes valued at over $800,000) are few and far between in Fort Collins. With research done on Zillow and using their "Zestimate" calculation, one can determine that most buildable lots of this variety are around $250,000 each. Because the lots in the Hughes site will be much smaller, but in a pristine and highly desirable area, one may heavily discount the lot size but assume it generally scales with that type of $/acre. While real estate professionals will agree that a lot half the size is never half the cost—it is generally 2/3 of the cost—we will again be conservative in our estimation and say that the price scales directly with the acreage.

That means that luxury-located land in Fort Collins, similar to that of Hughes—with high-end neighborhoods The Ponds and Bella Vira located directly to the north—generally sells for about $400,000 per acre. **If we look at an average of 0.15 acre per lot, that equates to $60,000 per lot...much greater than the $16,000 per lot "base rate" which is visible within the Purchase Agreement, and makes a reasonable person believe that the APP is at least as much as the base rate, and possibly significantly more.**

As a real estate professional, I would estimate the average sale price per lot at $30,000 to $50,000, since the developer would be required to place improvements, roads, etc. **The calculations above speak to a very significant APP, and the critical reason this matters is that the DENSITY of the land—the potential total number of lots that may be developed—very directly and substantially affects the net revenue CSU will realize in its Purchase Agreement. CSU's total revenue from Lennar for 650 built and sold homes would be over $20,000,000 and possibly over $30,000,000 based on its Purchase Agreement.**

## SCENARIO 2 - Purchase Agreement Withdrawn

Hughes Stadium parcel is zoned entirely RF, which allows for a maximum of 161 units of density based on Fort Collins Land Use Code 4.3 (E) (2) (b) assuming maximum density based on a "clustered" development style and no more than one unit per gross acre of land.

In this scenario, assuming the Purchase Agreement would remain in force, CSU would earn $10,000,000 base rate MINUS $400,000 for the lower total number of plots (25 lots less than 625 multiplied by $16,000 each), and then an APP of 161 lots multiplied by an APP that we have estimated above at $14,000 to $34,000.

Assuming the best possible scenario for CSU in this case, and also assuming that Lennar would not back out of the Purchase Agreement as it is specifically entitled to if the zoning density allowed is less than 600 total units, we calculate a MAXIMUM possible estimated revenue of just over $15,000,000. This aggregate revenue number is at least 25% less, and more likely closer to half, of the total revenue CSU would achieve with the higher density partial LMN zoning that was voted for by Mr. Troxell and Ms. Stephens on 11/11/19.

To be sure, however—the actual revenue number achieved would be $0.

This is because Lennar Homes, officially the second largest home construction company in the United States (according to trade publication builder.com's 2019 ranking "Builder 100 List"), is not in the business of creating luxury homes. Based on a $15,000,000 sale price to CSU, Lennar would be looking at a price of almost $100,000 per plot of land—a very high price for unimproved land with no roadways or utilities. This kind of per-plot land price for a builder means that every home constructed would be well over $500,000 to break even, and more likely closer to $1,000,000 per home.

In the current market, and looking at the high-end average home prices in the 80526 zip code of Fort Collins, achieving success at scale with that many homes and those prices would be very unlikely. It's also an endeavor which has no precedent for Lennar Homes in Colorado. Its numerous developments can be found up and down the Front Range, and generally look as most people imagine dense new-home developments do: tightly packed large homes on small land parcels, all facing each other, with little desire to capture the unique aspects of land next to mountains, topography that creates expansive views, or other "luxury features" that are more likely found in custom homes.

**These home developments are the bread and butter of developers like Lennar, and its contract with CSU is not subtle in its desire for maximum density. The listed "hurdle rate", or the rate at which the contract may be voided without penalty, is 600 homes—this number is almost four times greater than the maximum density allowed by 100% RF zoning, and would surely cause the Purchase Agreement to fall through...a disastrous outcome for the financial health of CSU.**

As these two scenarios show, CSU stands to profit greatly from the sale of the property to Lennar with density allocations of over 650 homes, or lose greatly after the failure of a Purchase Agreement in which much time and energy has been invested. This is not to mention the fact that a failure of the Purchase Agreement would likely make the land more difficult to sell to another large developer for the same price premium...and increase the likelihood that CSU is left looking for a buyer for an extended period of time and at a reduced price.

## FINANCIAL RELATIONSHIP

Mr. Troxell is the head of both the RamLab and the Center for Networked Distributed Energy at Colorado State University. As such, he has a financial interest in the money CSU spends on in-house research, as well as the staff it can devote to supporting grant writing and administrative activities which all labs must perform.

Mr. Troxell has a history of using CSU as an incubator to help identify and support new technologies. At the Manufacturing Excellence Center, Mr. Troxell helped bring these technologies to market. In Mr. Troxell's own words: "He co-founded and directed the Manufacturing Excellence Center (MEC) at Colorado State University for 10 years. MEC was a consortium of 41 laboratories and centers focused on improving the competitiveness and profitability of small to medium-sized manufacturers in Colorado." **(EXHIBIT 2)**

Ms. Stephens acts as the Graduate Coordinator of CSU's Department of Statistics in its Graduate School **(EXHIBIT 3)** and deals with "administration of National Science Foundation Grant funding" **(EXHIBIT 7)**. In her role as Academic Contact and Admissions Contact within the CSU Graduate School's Statistics Department **(EXHIBIT 8)**, her goal is to attract the highest quality students seeking advanced math degrees. The pursuit of that goal is strongly facilitated by offering the most compelling benefits packages to highly qualified applicants who may otherwise be looking at more elite universities.

This logical extension of incentives strikes at the heart of her conflict of interest: Ms. Stephens' job performance and, logically, security and compensation, is strongly tied to **CSU's financial ability** to attract and retain the highest level of graduate students.

CSU's research budget is anticipated to drop very significantly in both percentage terms and gross dollar terms, in an amount that is roughly equivalent to the value of CSU's Purchase Agreement with Lennar Homes. While this is just one fiscal year, the value to CSU of the former Hughes Stadium site should not be underestimated. The majority (79.6%) of CSU's revenue comes in the form of tuition **(EXHIBIT 6 [page 13])** and therefore can only increase at general market rates. The other 20.4% of its revenue equates to a total of $83,689,592 (2017-18 ACTUAL) and is projected to drop to $63,890,847 (2018-19 ESTIMATE). That means a Hughes land sale would increase non-tuition revenue by possibly 30% to 50%, and would—by my estimates—entirely make up for the projected decreases in revenue for the University.

**The fall in CSU's revenue is almost exactly the same amount as the projected decrease in overall research funding—a direct correlation and causal relationship which cannot be ignored. Research funding is the first to get cut when revenue drops, as the majority of CSU's function is tuition instruction.**

## CONCLUSION

**It is impossible for any employee of CSU, also in a governmental position of authority, to decide impartially and without bias upon a re-zoning which might cause their employer to lose upwards of $20,000,000. The personal and financial conflicts of Mr. Troxell and Ms. Stephens, as employees of CSU, are too great to ignore.**

Based upon the aforementioned facts and analysis presented to the Ethics Review Board, I respectfully request that my claims of financial and personal conflicts of interest regarding Mr. Troxell and Ms. Stephens, in relation to the re-zoning of the former site of the Hughes Stadium, be investigated fully.

I have asserted that a reasonably prudent person would judge that both Complainees would receive some direct and substantial benefit or detriment different in kind from that experienced by the general public depending upon their decision in this re-zoning matter. If the Board agrees with my assertions and finds sufficient evidence that a (number of) conflict(s) of interest exist(s), I respectfully request that they issue an Ethics Opinion to the City Council stating this and allow time for consideration.

**While these allegations are being investigated, I respectfully request a delay in the Council's second reading of the re-zoning matter relating to the former Hughes Stadium site.** Without proper guidance from the Ethics Review Board, a final vote from the City Council and Mayor could have a shadow of suspicion and doubt cast over it by the general public's belief that allegations of conflicts of interest were not addressed in the proper manner.

As Wade Troxell stated in the press release from February 10th, 2015 announcing his intent to run for Mayor, "Narrow ideology without facing real issues won't help us move forward toward a vibrant future for all in our community." I believe that Fort Collins' elected officials are able to face the very real issues I have enumerated.

Respectfully submitted to the Ethics Review Board this fourteenth day of November, 2019.

Nicolas Murphy Frey

Mary S Grant

Mary Satterfield Grant

Section 9. - Conflicts of interest.

(a) *Definitions*. For purposes of construction of this Section 9, the following words and phrases shall have the following meanings:

*Business* means a corporation, partnership, sole proprietorship, firm, enterprise, franchise, association, organization, self-employed individual, holding company, joint stock company, receivership, trust, activity or entity.

*Financial interest* means any interest equated with money or its equivalent. *Financial interest* shall not include:

(1) the interest that an officer, employee or relative has as an employee of a business, or as a holder of an ownership interest in such business, in a decision of any public body, when the decision financially benefits or otherwise affects such business but entails no foreseeable, measurable financial benefit to the officer, employee or relative;

(2) the interest that an officer, employee or relative has as a nonsalaried officer or member of a nonprofit corporation or association or of an educational, religious, charitable, fraternal or civic organization in the holdings of such corporation, association or organization;

(3) the interest that an officer, employee or relative has as a recipient of public services when such services are generally provided by the city on the same terms and conditions to all similarly situated citizens, regardless of whether such recipient is an officer, employee or relative;

(4) the interest that an officer, employee or relative has as a recipient of a commercially reasonable loan made in the ordinary course of business by a lending institution, in such lending institution;

(5) the interest that an officer, employee or relative has as a shareholder in a mutual or common investment fund in the holdings of such fund unless the shareholder actively participates in the management of such fund;

(6) the interest that an officer, employee or relative has as a policyholder in an insurance company, a depositor in a duly established savings association or bank, or a similar interest-holder, unless the discretionary act of such person, as an officer or

employee, could immediately, definitely and measurably affect the value of such policy, deposit or similar interest;

(7) the interest that an officer, employee or relative has as an owner of government-issued securities unless the discretionary act of such owner, as an officer or employee, could immediately, definitely and measurably affect the value of such securities; or

(8) the interest that an officer or employee has in the compensation received from the city for personal services provided to the city as an officer or employee.

*Officer or employee* means any person holding a position by election, appointment or employment in the service of the city, whether part-time or full-time, including a member of any authority, board, committee or commission of the city, other than an authority that is:

(1) established under the provisions of the Colorado Revised Statutes;

(2) governed by state statutory rules of ethical conduct; and

(3) expressly exempted from the provisions of this Article by ordinance of the Council.

*Personal interest* means any interest (other than a financial interest) by reason of which an officer or employee, or a relative of such officer or employee, would, in the judgment of a reasonably prudent person, realize or experience some direct and substantial benefit or detriment different in kind from that experienced by the general public. *Personal interest* shall not include:.

(1) the interest that an officer, employee or relative has as a member of a board, commission, committee, or authority of another governmental entity or of a nonprofit corporation or association or of an educational, religious, charitable, fraternal, or civic organization;

(2) the interest that an officer, employee or relative has in the receipt of public services when such services are generally provided by the city on the same terms and conditions to all similarly situated citizens; or

(3) the interest that an officer or employee has in the compensation, benefits, or terms and conditions of his or her employment with the city.

*Public body* means the Council or any authority, board, committee, commission, service area, department or office of the city.

*Relative* means the spouse or minor child of the officer or employee, any person claimed by the officer or employee as a dependent for income tax purposes, or any person residing in and sharing with the officer or employee the expenses of the household.

(b) *Rules of conduct concerning conflicts of interest*.

(1) *Sales to the city*. No officer or employee, or relative of such officer or employee, shall have a financial interest in the sale to the city of any real or personal property, equipment, material, supplies or services, except personal services provided to the city as an officer or employee, if:

a. such officer or employee is a member of the Council;

b. such officer or employee exercises, directly or indirectly, any decision-making authority on behalf of the city concerning such sale; or

c. in the case of services, such officer or employee exercises any supervisory authority in his or her role as a city officer or employee over the services to be rendered to the city.

(2) *Purchases from the city*. No officer, employee or relative shall, directly or indirectly, purchase any real or personal property from the city, except such property as is offered for sale at an established price, and not by bid or auction, on the same terms and conditions as to all members of the general public.

(3) *Interests in other decisions*. Any officer or employee who has, or whose relative has, a financial or personal interest in any decision of any public body of which he or she is a member or to which he or she makes recommendations, shall, upon discovery thereof, disclose such interest in the official records of the city in the manner prescribed in subsection (4) hereof, and shall refrain from voting on, attempting to influence, or otherwise participating in such decision in any manner as an officer or employee.

(4) *Disclosure procedure*. If any officer or employee has any financial or personal interest requiring disclosure under subsection (3) of this section, such person shall immediately upon discovery thereof declare such interest by delivering a written statement to the City Clerk, with copies to the City Manager and, if applicable, to the chairperson of the public body of which such person is a member, which statement shall contain the name of the officer or employee, the office or position held with the city by such person, and the nature of the interest. If said officer or employee shall

discover such financial or personal interest during the course of a meeting or in such other circumstance as to render it practically impossible to deliver such written statement prior to action upon the matter in question, said officer or employee shall immediately declare such interest by giving oral notice to all present, including a description of the nature of the interest.

(5) *Violations*. Any contract made in violation of this Section shall be voidable by the city. If voided within one (1) year of the date of execution thereof, the party obtaining payment by reason of such contract shall, if required by the city, forthwith return to the city all or any designated portion of the monies received by such individual from the city by reason of said contract, together with interest at the lawful maximum rate for interest on judgments.

(Res. No. 71-12, 2-11-71, approved, election 4-6-71; Ord. No. 155, 1988, 12-20-88, approved, election 3-7-89; Ord. No. 10, 1997, § 1, 2-4-97, approved, election 4-8-97; Ord. No. 22, 2001, § 2, 2-20-01, approved, election 4-3-01; Ord. No. 003, 2017, § 2, 1-17-17, approved, election 4-4-17)

Exhibit 2

## Contact

www.linkedin.com/in/wade-troxell-28558 (Linkedin)
www.engr.colostate.edu/research/ (Personal)
www.engr.colostate.edu (Company)

## Top Skills

Networking
Expert Witness
Change Management

# Wade Troxell

Mayor, City of Fort Collins, Colorado
Fort Collins, Colorado

## Summary

Dr. Troxell is on the faculty in the Department of Mechanical Engineering. He is the past Associate Dean for Research and Economic Development for the College of Engineering at Colorado State University. He is a Fellow of the American Society of Mechanical Engineers (ASME) and currently serves as the mayor of the City of Fort Collins.

Dr. Troxell is an internationally recognized expert in the areas of intelligent robotics and intelligent control of distributed systems. For his current research, he is Director of the Robotics and Autonomous Machines Laboratory (RamLab) and the Center for Networked Distributed Energy (NetEnergy).

Dr. Troxell has been involved in start-up enterprises and Colorado-based small to medium-sized manufacturing companies. He co-founded and directed the Manufacturing Excellence Center (MEC) at Colorado State University for 10 years. MEC was a consortium of 41 laboratories and centers focused on improving the competitiveness and profitability of small to medium-sized manufacturers in Colorado. He co-founded Sixth Dimension, Inc., a provider of network communications and real-time control technology for the electric power industry. As President/COO, he led this early-staged company through three rounds of venture financing totaling over $18 million involving some of the top U.S. venture capital firms. He left Sixth Dimension when it was acquired by Comverge, Inc in 2002 Comverge went public in 2007.

Dr. Troxell received his BS degree in Engineering Science in 1980 and his MS and Ph.D. degrees in Mechanical Engineering at Colorado State University in 1982 and 1987 respectively. After he completed his doctorate, he was a NATO Postdoctoral Fellow in the Department of Artificial Intelligence (AI) at Edinburgh University for 1987 to 1988.

## Experience

**City of Fort Collins**
**Mayor**
**2015 - Present**
Fort Colllins, Colorado

**Served as City Council member, District 4, from April 2007 to April 2015.**

**Colorado State University**
**Associate Department Head for Development and Engagement, Mechanical Engineering**
**1985 - Present**
Fort Collins, Colorado Area

**Colorado State University**
**Associate Dean for Research and Economic Development, College of Engineering**
**2004 - December 2014 (10 years)**
Fort Collins, Colorado Area

**American Society of Mechanical Engineers**
**Past Senior VP - Knowledge and Community**
**2004 - 2007 (3 years)**

**Sixth Dimension**
**President/COO**
**1997 - December 2001 (4 years)**
Fort Collins, Colorado Area

## Education

**HBX | Harvard Business School**
**Bloomberg Harvard City Leadershp Initiative · (2017 - 2018)**

**Colorado State University**
**BS, Engineering Science · (1975 - 1980)**

**Colorado State University**

Master's Degree, Mechanical Engineering

Colorado State University

Doctor of Philosophy (Ph.D.), Mechanical Engineering

The University of Edinburgh

NATO Postdoctoral Fellowship, Artificial Intelligence

Exhibit 3

## Contact

www.linkedin.com/in/kristin-stephens-71070532 (LinkedIn)

## Top Skills

Fundraising
Public Speaking
Advertising

## Honors-Awards

Outstanding Achievement Award
4-H Gold Clover Leader Award
2017 Woman of Vision

# Kristin Stephens

Mayor Pro Tem/City Councilmember at City of Fort Collins
Fort Collins, Colorado

## Experience

City of Fort Collins
Mayor Pro Tem/City Councilmember
April 2019 - Present

• Set the City Council Agenda as a member of the Leadership Planning Team
• Preside over meetings when the mayor is absent.
• Serve as Chair of the Poudre Fire Authority, and Chair of the Ethics Review Board. Member of the Ad Hoc Total Compensation Committee, and liaison to the CDBG, Retirement Committee, Transportation Board and Youth Board. Serve on the National League of Cities Human Development Committee.
• Appointed to serve as the City's representative to the North Front Range Metropolitan Planning Organization, and the North I-25 Coalition. Work on planning and funding of regional transportation projects.

Colorado State University
Graduate Coordinator- Dept of Statistics
September 2011 - Present
Fort Collins, Colorado Area

Poudre Fire Authority
Chair
August 2019 - Present

City of Fort Collins
City Councilmember
April 2015 - April 2019 (4 years 1 month)

Elected on April 7, 2015.
Vice Chair of Poudre Fire Authority, Futures Committee, Ethics Committee, . Liaison to CDBG, Women's Commission, Art in Public Places, Parking Advisory Board. Chair of Election Code Committee

Colorado State University- Department of Statisics and Department of Mathematics
Statistics Assistant/Grant Coordinator

September 2006 - September 2011 (5 years 1 month)

Youth Orchestra of the Rockies
Executive Director
2005 - 2006 (1 year)

Planned and coordinated all auditions, rehearsals, and performances for Youth Orchestra and Junior Strings. Created public relations materials including fliers, posters, mailings and advertisements. Responsible for fundraising including silent auction, direct mail and grant writing.

Colorado State University
Manager-CSU Bookstore
1998 - 2000 (2 years)

Barnes & Noble
Assistant Manager
1995 - 1998 (3 years)

Stone Lion Bookstore
Manager
1990 - 1995 (5 years)

Hunter's Books
Manager
1989 - 1990 (1 year)
Pasadena, CA

## Education

Colorado State University
BA, History · (1995)

Exhibit 4

# PURCHASE AND SALE 8GREEMENT

[Hughes Stadium Redevelopment)

THIS PURCHASE AND SALE AGREEMENT (this "Agreement"), the Effective Date of which is January 31, 2019, is entered into by the STATE BOARD OF AGRICULTURE OF COLORADO, now known as the BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, acting by and through COLORADO STATE UNIVERSITY ("Seller") and LENNAR COLORADO, LLC, a Colorado limited liability company ("Buyer"). Buyer and Seller will sometimes be referred to herein individually as a "Party" or together as "Parties").

## RECITALS

A. Seller is the owner of that certain real property located at 201 1 South Overland Trail, Fort Collins, Colorado, which was formerly the location of Hughes Stadium (the "Property").

B. Seller wishes to sell to Buyer the Property and Buyer wishes to purchase from Seller the Property, upon the terms and conditions hereinafter set forth,

NOW THEREFORE, in consideration of the foregoing recitals, which form a substantive part of this Agreement, and Of the premises and the mutual covenants and agreement of the Parties set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged. Buyer and Seller do hereby agree as follows:

1. Definitions. Capitalized terms that are not defined when first used in this Agreement have the meanings set forth below.

(a) Additional Purchase Price: As defined in Section 15(a).

(b) Additional Title Matter: As defined in Section 6(g).

(c) Affiliate: As defined in Section 18(d).

(d) Authorities: All federal, state and local governmental and quasigovernmental agencies, bodies, entities, boards and authorities that have jurisdiction over the Property, the furnishing of utilities or other services to the Property, or the subdivision, improvement, development, occupancy, sale or use of the Property.

(e) None.

(D Buyer's Entitlement Costs: As defined in Section 3(d).

(g) Buyer's Entitlement Work Product: As defined in Section 4(d).

City: City of Fort Collins.

(i) Closing: The act of settlement of the purchase and sale of the Lots at which Seller conveys title to Buyer by delivery of a deed and Buyer delivers the Purchase Price to Seller. The Parties contemplate that there will be one Closing.

O) Closing Date: As defined in Section 5(a).

(k) Commitment: As defined in Section 6(a).

(l)Confidentipl Information: As defined in Section 17(a).

(m) CORA: As defined in Section 17(c).

(n) Deposit: Two Hundred and Fifty Thousand Dollars ($250,000.00), as more particularly specified in Section 3(a).

(o) Disclosing Party: As defined in Section 7(a).

(p) Pistrict•. As defined in Section 4(g).

(q) Documents; As defined in Section 4(c).

(r) Effective Date: The date on which both Parties have delivered to the other a fully executed original of this Agreement. The Effective Date shall be filled in above upon establishment of the Effective Date.

(s) Escrow Agent or Title Company: Fidelity National Title Company, 3500 John F. Kennedy Pkwy., Ste. 100, Fort Collins, co 80525.

(t)Existing Survey: As defined in Section 6(e).

(u) Period: The period beginning on the Effective Date and expiring on 5:00 p.m. MDT, on the ninetieth (90th) day after the Effective Date.

(v) Financial Records: As defined in Section 15(d).

(w) Final Plat: As defined in Section 4(e).

(x) Home: The home types that Buyer intends to build on the Lots.

(y) Indemnified Party: As defined in Section 4(c).

(z) Initial Concept Plan: Buyer's initial concept plan for development of the Hughes Subdivision as set forth in the Response to Hughes Stadium Master Developer RFP dated June 8, 2018.

(aa) Initial Title Materi*.• As defined in Section 6(a).

(bb) Legal Requirements: The rules, regulations, laws, ordinances, standards, approved plans and other requirements of the Authorities.

(cc) loetter or Credit: As defined in Section 3(a).

(dd) LgE: A proposed number Of six hundred twenty-five (625) lots, which may be increased or decreased pursuant to the Final Plat as described herein, to be developed as townhomes, paired homes and detached single family residences.

(ee) Material Event Termination Notice: As defined in Section 7.

(ff) Maximum Seller Liability: As defined in Section 14(b)

(gg) Net Profits: As defined in Section 15(b).

(hh) Outside Closing Date: 5:00 p.m. MDT, October 30, 2020, at which time this Agreement shall automatically terminate if Closing has not been consummated before such time. Upon such termination, the Parties shall have such rights and responsibilities as are otherwise set forth in this Agreement.

(ii) Permitted Exceptions: As defined in Section 6(h).

(jj) Preliminary Entitlement Confirmation: As defined in Section

(kk) Preliminary Entitlement Confirmation Deadline: As defined in Section 4(d).

(ll) Preliminary Entitlement Reimbursement: As defined in Section 4(d).

(mm) Project Approvals: As defined in Section 4(e).

(nn) EssLAppægLE.Æ.iQd: As defined in Section 40.

(00) Project Documents: As defined in Section 4(e).

(pp) Property: The parcel of real property currently containing approximately one hundred sixty-one (161) acres located at 201 1 South Overland Trail, City of Fort Collins, Larimer County, Colorado, as more particularly described and depicted on Exhibit A attached hereto, including Seller's interest, if any, in all mineral, oil, gas, gravel, geothermal, and ground water rights appurtenant



thereto; together with all contracts and contract rights, studies, materials and plans, including architectural, landscaping, grading, and other plans, specifications and reports applicable to the Lots; all easements, rights of way, permits. approvals, privileges and entitlements appurtenant thereto and all right, title and interest in and to all streets and water courses adjacent to, abutting or serving the real property.

(qq) The proposed development of the Property into a desired number Of six hundred twenty-five (625) Lots, to be developed into single family detached, paired, and townhome Homes, with plans for low

maintenance Homes and "Next Gen" Homes, together with planned significant trail systems, parks and open space tracts, with a central civic park to memorialize the former Hughes Stadium, and associated retail uses, to be known as the "Hughes Subdivision".

(rr) Purchase Pcie•. The amount to be paid to Seller as provided in Section 3(b).

(SS) Representative* As defined in Section 17(a).

(tt) ReciDieng: As defined in Section 17(a).

(uu) Retail Closing: The closing between Buyer or its successor and a third-party homebuyer of a Lot with a completed Home thereon.

(vv) Sales Price(s): The purchase price for a Home(s) paid by a third party homebuyer at a Retail Closing, based upon the closing settlement statement (formerly known as a "HUD-I ")•(ww) Suitability Notice: As defined in Section 4(b).

(xx) Title Review Period: As defined in Section 6(c).

(yy) Updated Survey; As defined in Section 6(e).

(zz) Warrant! Expiration Date: As defined in Section 14(b).

2.Purchase and Sple. Subject to the terms and conditions of this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property in fee simple.

3.Depositi Purchase Price.

(a)Delivery of Deposit. Within five (5) business days after the Effective Date, Buyer shall deliver to Escrow Agent the Deposit by wire transfer, or at Buyer's election, shall deliver to Escrow Agent the Deposit in the form of a letter of credit issued by

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or the benefit of Seller in the form attached hereto as X It (t e tter re It t uyer fails to deliver the Suitability Notice as provided in Section 4(b), prior to the end of the Feasibility Period, then this Agreement shall automatically terminate as of the end of the Feasibility Period and Escrow Agent shall immediately return the Deposit to Buyer at such time. After delivery of the Suitability Notice. the Deposit shall be nonrefundable to Buyer except as expressly provided in Sections 6(g)(ii), 7, 8, 9, I I(b) and I I(d) of this Agreement. The Deposit shall be held by Escrow Agent in escrow, with any cash portion held in a separate, federally-insured interest bearing account(s), and the interest shall be considered pan of the Deposit. The Deposit shall not be credited against the Purchase Price, unless during the term Of this Agreement the Letter Of Credit is substituted or replaced with a cash deposit, and then only in the amount held by the Escrow Agent and applied at Closing. If this Agreement is terminated by Buyer pursuant to Sections 4(b), 4(d), 4(e), 6(g)(ii), 7, 8, 9, I I(b) and I I(d), the Deposit then held by Escrow Agent shall be returned to Buyer by Escrow Agent, and, except as otherwise provided herein, thereafter, all further rights and obligations of the Parties under this Agreement shall terminate.

(b)Eurcbase Price. The Purchase Price for the Property payable at Closing shall be Ten Million Dollars ($10,000,000.00) ("Purchase Price"). and shall be adjusted prior to Closing as follows:

(i)based upon the number of Lots contained in the Final Plat, if fewer than sixty hundred twenty-five (625) Lots are approved in the Final Plat, then the Purchase Price would be reduced on a pro rata basis in the amount of Sixteen Thousand Dollars (S 16,000.00) per Lot less than sixty hundred twenty-five (625) Lots, up to a maximum reduction equivalent to Four Hundred Thousand Dollars ($400,000.00); (ii) if more than sixty hundred twenty-five (625) Lots are approved in the Final Plat then the Purchase Price would be increased by the amount of Sixteen Thousand Dollars ($16,000.00) per Lot more than sixty hundred twenty-five (625) Lots; and (iii) if the City allows a reduction of the amount of drainage areas in the Project from those currently shown on Buyer's Initial Concept Plan, then the Purchase Price would be increased by Eight Thousand Dollars ($8,000.00) for each such additional Lot more than sixty hundred twenty-five (625) Lots caused as a result of the reduction of the drainage areas in the Project; and

(ii)Buyer's Entitlement Costs up to a maximum of Four Hundred Thousand Dollars ($400,000.00) shall be applied as a credit against the Purchase Price, provided that Buyer shall deliver to Seller paid invoices with reasonable backup documentation.

(c)Additional Purchase Price. In addition to the Purchase Price, from and after Closing, Buyer shall pay Seller the Additional Purchase Price specified in Section 15 below.

(d)Entitlement and matting Costs. The Parties acknowledge and agree that the Purchase Price is based upon the Final Plat pursuant to the Project Documents receiving final, unappealable approval by the applicable Authorities, together with recordation thereof, on or before Closing for a minimum of six hundred twenty five (625) Lots, subject to adjustment pursuant to Section 3(b) (or if appeal is taken, such appeal has been resolved to the commercially reasonable satisfaction of Buyer). Buyer shall be responsible for all costs of

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preparation and submittal of the Final Plat and Project Documents, and to pay any fees imposed by the Authorities as a condition to final approval of Final Plat and Project Documents and the costs charged by the County Clerk and Recorder for recordation of the Final Plat, and any park and school dedication fees imposed by the Authorities at or before recordation Of the Final Plat to the extent not satisfied by open space and school dedications in the Final Plat, and any traffic impact fees or other fees or charges imposed by the Authorities at recordation of the Final Plat, expressly including any raw water requirements and City-required water resource or water capital fees. Buyer agrees to be solely responsible for such costs of rezoning, platting and engineering costs Of preparation and submittal Of the Final Plat and Project Documents incurred by Buyer (collectively, "Buyer's Entitlement Costs"). During the Feasibility Period, Buyer will present Buyer's Initial Concept Plan to the City for preliminary review and feedback.

4. Preliminary Magers.

(a)Feasibility Study. Buyer shall have the right during the Feasibility Period, to investigate title and to make such investigations, studies and tests with respect to the Property as Buyer deems necessary or appropriate to determine the feasibility of purchasing the Property. Buyer acknowledges and Seller hereby agrees that Buyer will, during the Feasibility Period and prior to Closing, have the opportunity to make "Investigations, Tests and Surveys", as hereinafter

defined, on the Property, to satisfy itself that the Property is satisfactory for Buyer's intended use. "Investigations, Tests and Surveys" means, without limitation, the following: (i) inspecting, surveying, making engineering, environmental and architectural studies, testing the soil and otherwise determining the condition of the Property; (ii) reviewing all Documents received from Seller under Section 4(c), all subdivision. zoning, and building code ordinances, rules and regulations of the City and applicable Authorities and the State of Colorado; (iii) determining that utilities, including, but without limitation, water, gas, electricity, telephone and cable television services, can be made available to adequately serve the improvements which are intended to be constructed on the Property; (iv) determining that there is or shall be adequate access to serve the Homes and retail spaces that Buyer intends to construct on the Property; (v) determining the nature, magnitude, and times due Of atl taxes, fees, charges, system development fees, tap fees, and Other costs which are or may be imposed upon the Property or Buyer by any utility company or government or quasi-government agency; (vi) determining the adequacy of water and sewer taps for the Property and service of same; (vii) determining the number, size and location of the Lots and retail spaces by submittal of a land plan to the City; and (viii) determining all other matters regarding the Property and the development thereof which Buyer deems appropriate. However, Buyer shall not engage in any physically invasive testing or inspections without Seller's prior written consent not to be unreasonably withheld or delayed. Seller wilt permit Buyer's consultants to contact the applicable Authorities in order to investigate the Property. Buyer will be fully responsible for payment of Buyer's consultant fees, costs and charges with respect to any such investigation. Buyer's obligation to purchase the Property is specifically contingent and conditional upon Buyer being satisfied in its sole and subjective discretion that the Property can be developed for the Project and that there are no impediments to the development of the Property for the Project, which would make it unprofitable, impracticable or infeasible to purchase and develop the Property for Buyer's intended use.

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(b)Feasibility Period. Buyer shall have until expiration of the Feasibility Period to satisfy itself, in its sole and subjective discretion, with respect to the conditions set forth in this Section 4. It shall be conclusively presumed that Buyer is dissatisfied with the conditions set forth in this Section 4, and the Agreement shall automatically terminate and Buyer's Deposit shall be returned by Escrow Agent unless Buyer gives written notice to Seller Of its waiver of the conditions set forth in this Section 4 (the 'Suitability Notice") prior to expiration of the Feasibility Period. In addition, at any time prior to expiration of the Feasibility Period, Buyer may, in its sole discretion, for any reason or for no reason. terminate this Agreement by written notice to Seller. Upon any such termination of this Agreement, Buyer's Deposit shall be immediately returned to Buyer, and thereafter no Party hereto shall have any further obligation or liability to the other with respect to the transactions contemplated by this Agreement except for Buyer's obligations pursuant to Sections 4(c) and 12 hereof, which shall survive termination of this Agreement. Except as otherwise provided herein, no examination of the Property will be deemed to constitute a waiver or relinquishment on Buyer's part of its rights to rely on the express covenants, representations, warranties and agreements of Seller in this Agreement.

(c)Righ$ of Entry. During the Feasibility Period and thereafter until this Agreement is terminated, Seller shall permit Buyer, its employees, agents, contractors and subcontractors (after giving Seller reasonable prior notice identifying the purpose of Buyer's entry) to enter upon the Property and while thereon make surveys, take measurements, perform soil test borings or other tests of surface and subsurface conditions, make engineering, environmental and other studies and inspect the Property. However, Buyer shall not engage in any physically invasive testing or inspections without Seller's prior written consent. Seller has made available to Buyer all material reports, surveys, tests, studies, assessments and other information regarding the Property that are in Seller's possession or control to facilitate Buyer's due diligence review of the Property (the "Documents"). Buyer shall (i) keep the Property free of any liens or third party claims resulting therefrom; (ii) defend, indemnify and hold harmless Seller and each of Seller's employees and agents, and Seller's affiliates' employees and agents (each an "Indemnified Party") from and against any and all claims, causes of action, costs (including reasonable attorneys' fees), losses, liability, or awards of any kind or nature incurred by Seller and/or an Indemnified Party caused by Buyer's entry into the Property, excluding negligent acts of Seller and pre-existing conditions in the Property not otherwise exacerbated by Buyer's entry, (iii) restore as nearly as practicable such portion of the Property damaged by Buyer's entry to substantially its condition immediately before such exercise, and (iv) maintain general liability insurance from the date hereof naming Seller as an additional insured, covering Buyer's activities on the Property in the minimum amount of $2,000,000 combined single limit for death, bodily injury and property damage, with companies and in a form reasonably satisfactory to Seller. The terms of subjections 4(c)(i) to 4(c)(iii) for the benefit of Seller shall survive the Closing or earlier termination of this Agreement.

(d)Preliminary Entitlement Confirmation. During the Feasibility Period, Buyer shall use commercially reasonable, diligent and good faith efforts to satisfy itself, in Buyer's reasonable detennination, that the City will approve the final Project Approvals (as defined below) for a minimum of six hundred (600) Lots (the "Preliminary Entitlement Confirmation"). Preliminary Entitlement Confirmation shall include preliminary approval at a public hearing, and support by City Council or the Planning and Zoning Board at a preapplication hearing. Buyer shall use commercially reasonable, good faith efforts to notify Seller in advance of any meetings or telephone conferences with City representatives that in any way pertain to its pursuit of the Preliminary Entitlement Confirrnation, and shall afford Seller the opportunity to have a representative present. If, despite commercially reasonable, diligent and good faith efforts, Buyer is unable to obtain a Preliminary Entitlement Confirmation or before ninety (90) days after expiration of the Feasibility Period (the "Preliminary Entitlement Confirmation Deadline"), and

elects to terminate this Agreement by written notice to Seller on or before the Preliminary Entitlement Confirmation Deadline, as a result thereof, Buyer's Deposit shall be immediately returned to Buyer and Seller shall reimburse Buyer for Buyer's actual out-of-pocket costs and expenses incurred in connection with its efforts to obtain the Preliminary Entitlement Confirmation (and not for other Feasibility Period matters) in an amount not to exceed Four Hundred Thousand Dollars ($400,000.00), as evidenced by paid invoices with reasonable backup documentation (the "Preliminary Entitlement Reimbursement"). Within ten (10) business days after payment by Seller of the Preliminary Entitlement Reimbursement to Buyer, Buyer shall deliver or cause to be delivered, copies Of all of Buyer's Entitlement Work Product (as hereinafter defined). For purposes of this Section 4(d), "Buyer's Entitlement Work Product" means all site planning, development, platting and public improvement plans prepared by Buyer related to the Project, including any application materials related to the Preliminary Entitlement Confirmation or the Project Approvals, but not including Buyer's proprietary, privileged, or confidential information or Home plans. Buyer shall (a) take such actions and pay any legitimate outstanding sums as may be necessary to preclude any claim against Seller or the Property for any sums owing for the preparation of Buyer's Work Product, and (b) use reasonable efforts to obtain within ten (10) business days after Seller gives Buyer its written request, such consents as may be reasonably necessary to enable Seiler to utilize Buyer's Work Product; provided, that Buyer shall not be responsible for any party or consultant's refusal to provide any such consent. Buyer's Work Product shall otherwise be assigned "as is," without any representation or warranty by Buyer with respect to the accuracy or completeness of its contents. To the extent Buyer's Work Product can be assigned, Buyer's Work Product shall be deemed assigned to Seller upon the termination of this Agreement under this Section without the execution of any additional documents. The foregoing terms for the benefit of Seller shall survive the termination of this Agreement.

(e)Project Approvals. From and after the Effective Date, Buyer, at its sole cost and expense, shall use commercially reasonable, diligent and good faith efforts to obtain all necessary approvals from the City and all other applicable Authorities on or before that date which is twelve (12) months after the Effective Date (the "Project Approval Period") for the following: (i) a PUD, with applicable zoning overlay: (ii) a Subdivision Improvement Agreement for the Project; (iii) a Final Development Plan for the Property; (iv) a final plat or plats for the Property in connection with Buyer's development of the Project to be recorded in the Clerk and Recorder's Office of the County of Larimer; and (v) engineering and construction drawings and plans related thereto (collectively, the "Final Plat") (all of which will be referred to collectively as the "Project Documents"). The approval by applicable Authorities of the Project Documents, shall be referTed to herein as the ' 'Project Approvals." If required by the City, the Project Documents will be submitted to the Authorities under Seller's name as owner of the Property. The Parties acknowledge that Ray Baker will represent Seller on behalf of the Project and shall support, cooperate and assist Buyer in obtaining the Project Approvals, at no out-of-pocket cost to Seller; provided, however, that Buyer will be the "front" spokesperson for the Project with the City and will liaison with the City on behalf Of the Project. Buyer agrees to use commercially reasonable efforts to keep Seller reasonably informed of the status of its efforts to obtain the Project Approvals. The Parties acknowledge and agree that the Closing shall be conditioned on Buyer's ability to obtain the Project Approvals on or before the expiration of the Project Approval Period. In the event Buyer is unable to obtain approval of the Project Documents, despite using diligent efforts, prior to the expiration of the Project Approval Period for reasons beyond Buyer's reasonable control, Buyer may elect to either (i) terminate this Agreement upon written notice to Seller prior to the expiration of the Project Approval Period and thereafter the Parties shall have no further rights or obligations hereunder. except for those which expressly survive termination, or (ii) waive its contingency in writing prior to the expiration Of the Project Approval Period to obtain the Project Approvals and proceed to Closing, and this Agreement remains in full force and effect, or (iii) request in writing within twenty (20) days before the expiration of the Project Approval Period a one-time extension of the Project Approval Period and the Closing Date for a period of time not to exceed ninety (90) days. Notwithstanding the foregoing, Buyer will not be obligated to fund or continue with the entitlement and platting process if, in Buyer's sole but reasonable

discretion, Buyer determines during the Project Approvals Period that the City will not approve the Final Plat in conformance with Buyer's Initial Concept Plan.

(f)Seller Review. A draft of the Project Documents shall be submitted by Buyer to Ray Baker, at rbaker9217@gmail.com, on behalf of Seller, for Seller's approval, not to be unreasonably withheld before submitting the same to the City. A courtesy copy of the Project Documents shall be sent concurrently to general.counsel@coloradostate.edu. Seller shall have ten (10) business days after each such submittal to provide written notice Of any objections to same, and if Seller does not provide a written objection within such 10 business day period, then it shall be deemed that Seller has approved such submittal. After such approval or deemed approval by Seller, Buyer shall not revise the form of the Project Documents in a material way without obtaining Seller's prior approval not to be unreasonably withheld or delayed. Upon approval by Seller, Buyer shall submit the draft Project Documents to the City. Notwithstanding anything to the contrary contained in this Agreement, Buyer shall be solely responsible for the timely payment of all fees assessed by the City relating to the Project Documents and any other development of the Project as required pursuant to the Project Documents, including, without limitation, all application and permit fees, site planning, engineering costs, and recording costs and any and all school fees assessed at Final Plat, land dedication fees, district fees, cash-in-lieu payments, City financial assurances and any other fee related thereto; it being expressly agreed to by the Parties that Seller shall not be responsible for the payment of any such fees or for any penalties resulting from Buyer's failure to timely pay any such fees.

(g)District. Seller hereby acknowledges and agrees that Buyer may elect, and hereby retains the right, at its sole and absolute discretion any time after Buyer has delivered its Suitability Notice to create a new metropolitan district controlled initially by Buyer or its Affiliates, to which the Project will not be subject until after Closing for the PUQOse of funding public improvements and/or provide covenant enforcement and maintenance services for the Project as approved by the City (the "District"). Upon the inclusion of the Property within the boundaries of such District after Closing, the Project shall be subject to any and all levies and facilities fees assessed against the Project from such District. Any agreements or documents

carrying out the intent of this Section may be recorded against the Project at Closing, but not prior to Closing. Subject to the terms Of this Section, Seller will not Object or otherwise challenge inclusion of the Property now or in the future into the District. However, Seller will not actively participate in Buyer's efforts to obtain approval of the District by the City. The Parties further acknowledge and agree that the Closing shall not be conditioned on Buyer's ability to obtain approval of the District by the City.

(h)Siens: Sales Trailer: Storage of Equipment. After the end of the Feasibility Period. for so long as Buyer has not terminated this Agreement, Buyer shall have the right to place signs and a sales trailer on the Property and to conduct marketing activities thereon solely in relation to development Of the Project, all in accordance with the applicable Legal Requirements, and approved by Seller, such approval not to be unreasonably withheld or delayed. Seller shall also provide, at no cost to Buyer, adequate space on the Property for storage of construction equipment and materials that Buyer and its contractors and their subcontractors may from time to time require solely in relation to development of the Project. Such space shall be located in an area mutually acceptable to Buyer and Seller. In connection with Buyer's exercise of its rights hereunder, Buyer shall comply with all requirements as set forth in Section 4(c)(i) to (iv).

(i)Attainable Housing. During the Feasibility Period, Buyer and Seller shall use commercially reasonable, good faith effons to reach agreement regarding an allocation of a portion of thc Property for the development of attainable housing.

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(a)Closing shall take place within ten ( 10) business days after the final, unappealable approval by the applicable Authorities of the Project Documents (or if appeal is taken, such appeal has been resolved to the commercially reasonable satisfaction of the Buyer) and recordation of the Final Plat, but in no event later than the Outside Closing Date (the "Closing Date"). Closing shall occur through an escrow with Escrow Agent, whereby Seller. Buyer and their attomeys need not be physically present at the Closing and may deliver documents by overnight air courier or other means. The Parties acknowledge that Buyer requires five (5) business days to wire the Purchase Price after approval of the Closing settlement statement.

(b)Subject to the adjustments provided for herein, any credit of the cash portion of the Deposit at Closing as provided in Section 3(a) and a credit at Closing of Buyer's Entitlement Costs in accordance with Section 3(b)(ii), Buyer shall pay at Closing the Purchase Price by cashier's or title company check or wired funds.

(c)Upon delivery of the Purchase Price, the Parties shall execute, acknowledge, and deliver the Closing documents set forth on Exhibit D.

(d)Each Party shall execute, acknowledge, enseal and deliver, after the Effective Date, including at or after Closing, such further reasonable and customary assurances, instruments and documents as the Escrow Agent may reasonably request in order to fulfill the intent of this Agreement and the transactions contemplated hereby.

(e)All real estate taxes, and all other public or governmental charges and public or private assessments against the Property which are or may be payable on an annual basis (including metropolitan district, sanitary commission, benefit charges, liens or encumbrances for sewer, water, drainage or other public improvements whether completed or commenced on or prior to the Effective Date or subsequent thereto), shall be adjusted and prorated between the Parties as of the day prior to Closing and paid by Seller at Closing (as a credit to Buyer) and shall from and

after Closing be assumed and paid by Buyer, whether or not assessments have been levied as of the date of Closing. Any tax proration based on an estimate shall be final. The obligation to adjust shall survive Closing.

(f)The cost of documentary stamps, transfer taxes and recording fees shall be paid by Buyer. Notwithstanding the foregoing, Seller shall pay at Closing, without any contribution from Buyer, (i) any agricultural land, recapture, or roll-back tax due in connection with the conveyance or deed under any Authority's law, regulation or ordinance (or any similar tax or assessment), and (ii) the cost of preparing release documents, if any, and the recording thereof for any lien releases required to be obtained by Seller in order to convey title to the Property in accordance with Section 6.

7. Title and Survey.

(a)Commitment. Within ten (10) days following the Effective Date, Escrow Agent shall, at Seller's cost, deliver to Buyer, with a copy to Buyer's counsel, a title insurance commitment, with best available copies of all exceptions evidencing title to the Property (collectively, the "Commitment") by the Title Company. The original Commitment and any Existing Survey (as defined below), are refeffed to as the "Initial Title Materials". The list of Permitted Exceptions shall be attached hereto as Exhibit E prior to expiration of thc Feasibility Period as provided in Section 6(h).

(b)Form of Commitment. The Commitment shall be in the amount of the Purchase Price and shall be updated as provided in Section 6(d), and shall be for an ALTA Form 2006 extended coverage owner's title policy with all standard pre-printed exceptions deleted, provided that Buyer shall be responsible for any updates to the Existing Survey required by the Title Company to delete the so-called "standard title exceptions."

(c)Title Review. Buyer shall have until the date that is thirty (30) days after receipt by Buyer of the Initial Title Materials to review the Commitment and any Survey (the 'Title Review Period"). If Buyer determines that there are title exceptions or matters shown on the Survey other than those deemed to be acceptable to Buyer, Buyer shall notify Seller, in writing, of such title defects during the Title Review Period (the "Buyer's Title Objection Notice") and Seller shall have the right, within ten (10) days after receiving such notice, to elect: (i) to cure the title defect at Seller's cost and expense, or (ii) not to cure such defect (the "Seller's Title Response Notice"). Seller's failure to notify Buyer in writing within the stated time frame shall be deemed Seller's election not to cure. If Seller elects to cure, Seller shall use its commercially reasonable efforts to do so prior to Closing, and provide Buyer with an update to the Commitment demonstrating that the title defects have been cured. If Seller fails to timely cure or elects not to cure, then Buyer shall be entitled to elect to terminate this Agreement or waive such defect by delivery of written notice to Seller on or before the date that is ten (10) days after the date on which Seller's Title Response Notice was due, and if Buyer elects to terminate, Buyer shall be entitled to the return of the Deposit. If Buyer fails to timely deliver its written waiver pursuant to the preceding sentence, this Agreement shall be deemed terminated and Buyer shall be entitled to the prompt return Of its Deposit. Buyer shall not be required to object to mechanics liens, mortgages, or deeds of trust caused by Seller, and the Parties agree that such items will be released at Seller's expense as of Closing.

(d)Jpdpqed Commitment. The Commitment shall be updated, together with legible copies of any additional matters identified therein, and shall be delivered to Buyer no less than ten (10) days before the Closing Date, unless there are no additional matters listed as Schedule B-2 exceptions in which case the update may be delivered at the Closing. Unless caused by Buyer or its employees, agents, contractors or subcontractors, if any updated Commitment discloses any new requirement, defect, encumbrances or other adverse matter that is not a Permitted Exception,

then Buyer shall notify Seller in writing of the new title defects on or before Closing. The procedures set forth in Section 6(c) shall be applicable to any such new title defect, and if necessary, the Closing Date shall be extended accordingly.

(e)Survey. Within five (5) days following the Effective Date, Seller shall deliver the most recent ALTANSPS survey of the Property ("Existing Survey") to Buyer. Buyer shall have the right, but not the obligation, at Buyer's sole cost and expense, to obtain an update to the Existing Survey ("Updated Survey" and together with the Existing Survey, the 'Survey"), which such update, if obtained, shall be certified to Buyer, Seller and the Title Company, and otherwise in form sufficient to insure deletion of the standard preprinted exceptions on the title policy.

(f)Survey Review. In the event the Survey reflects easements, encroachments, rights-of-way, roads, lack of access, deficiencies, overlaps, gaps or gores between any parcels included within the Property or between the Property and any adjoining streets or roads, or other defects not contained in the Permitted Exceptions to title or other matters which preclude the use of the Property for the purposes set forth in this Agreement, then Buyer shall notify Seller, in writing, of such survey defects during the Title Review Period (the "Survey Objections"). Survey Objections shall be considered as defects in title and Seller shall have the same rights and duties relating to the remedy of such survey defects as are provided in Section 6(c) pertaining to the remedy of title defects. The procedures relating to the raising and curing of Survey Objections shall be the same procedures as are provided in Section 6(c) pertaining to title defects.

(g)Additional Title Matters. For the purposes of this Agreement, an "Additional Title Matter" is any encumbrance on. or defect in, title to the Property that is not a Permitted Exception and that was not disclosed in the Initial Title Materials (including, without limitation, matters shown on any Survey), which was not caused by Buyer or its employees, agents, contractors or subcontractors; and the "Interim Period" refers to the period of time that is between: (A) the expiration of the Feasibility Period, and (B) Closing Date. If at any time during the Interim Period, Buyer obtains knowledge (through an update to the Commitment or the Survey, the closing Commitment or otherwise) of any Additional Title Matter which is objectionable to Buyer, Buyer shall give Seller written notice (an 'Objection Notice") of its objection to the Additional Title Matter no later than five (5) business days after the date on which Buyer receives written notice of such Additional Title Matter. Any such Additional Title Matter for which Buyer does not deliver a timely Objection Notice, shall be deemed to have been accepted by Buyer and shall be a Permitted Exception. Seller shall use commercially reasonable efforts to, within five (5) business days after receipt of an Objection Notice for an Additional Title Matter caused by Seller, its employees, agents or contractors (the "Title Cure Period"), to take reasonable actions to remove or cure or, with Buyer's consent, to obtain title insurance over the Additional Title Matter subject to such Objection Notice. In the event that Closing is scheduled to occur during the Title Cure Period, the date of Closing shall, at Seller's option, be extended to a date that is not more than thirty (30) days after the delivery of the Objection Notice to enable Seller to take any such cure actions. If Seller is unable to remove or cure using commercially reasonable efforts or, with Buyer's consent, to obtain title insurance over all such Additional Title Matters prior to the end of the Title Cure Period, Buyer may, by written notice (the "Election Notice") given to Seller within five (5) business days after the end of the Title Cure Period, elect only one of the following options:

(i)accept the Property with such defects, and waive any uncured Additional Title Matters for which Buyer has delivered an Objection Notice; or

(ii)to terminate this Agreement, and upon such termination the Deposit shall be returned by Escrow Agent to Buyer, and the Parties will have no further rights, obligations and liabilities hereunder, except those rights, obligations and liabilities that expressly survive termination; provided however, if such Additional Title Matter is caused by an act of Seller after the date hereof and is not otherwise contemplated by this

Agreement, or is a matter which Seller agreed in writing, or was obligated, to cure, then Seller shall be in default hereunder and Buyer shall have Buyer's rights and remedies under Section I I (b) hereof.

If Seller does not receive an Election Notice within such 5-business day period, Buyer shall be deemed to have elected option (i) above, in this Section 6(g).

(h)Permitted Exceptions. If this Agreement is not terminated pursuant to Section 4(b), the term "Permitted Exceptions" shall mean (i) taxes and assessments for the year of Closing and subsequent years, a lien not due and payable, (ii) any matter that is disclosed in the Initial Title Materials or any Additional Title Matter which is disclosed in any updates or supplements to the Initial Title Materials and to which Buyer does not object in accordance with Sections 6(c) or (g) or to which Buyer so objects but subsequently waives (or is deemed to have waived) its objection, or consents to title insurance over such matter, (iii) the Final Plat and the Project Documents, (iv) any easements to any special or metropolitan districts, utility providers, and governmental and quasi-governmental entities required in connection with the Final Plat or the Project Documents, (v) any title exceptions or encumbrances which are created by, through or under Buyer, or which are otherwise created, approved or waived by Buyer, (vi) that certain Option and Site Lease Agreement dated May I, 2002, by and between The Colorado State Board of Agriculture acting by and through Colorado State University, a state institution of higher education, and Qwest Wireless, L.L.C., a Delaware limited liability company, and (vii) that certain Lease Agreement dated July 29, 201 1, by and between Colorado State University and the City. Notwithstanding the foregoing terms of this Section 6(h), the following items shall be excluded from the definition of "Permitted Exceptions": (l) any delinquent taxes or assessments, (2) mechanics liens, mortgages, or deeds of trust caused by

Seller, (3) the standard printed exception relating to mechanics liens caused by Seller, (4) any Other standard printed exceptions which the Title Company has agreed to delete or will delete pursuant to an issued endorsement, which Seller expressly agrees to pay.

8. Condemnation. If, after the Effective Date and prior to Closing, a portion of the Property is taken (or threatened to be taken) under the power or threat of eminent domain that (i) has the effect of reducing the aggregate value Of the Property by more than ten percent (10%) Of the Purchase Price, or (ii) impedes proposed or current access to the Property, then, in any such event, Buyer may elect to terminate this Agreement by giving written notice to Seller of its election to terminate this Agreement (a "Material Event Termination Notice") within ten (10) days after notice of such condemnation or similar proceeding, in which case the Deposit shall be returned to Buyer, and both Seller and Buyer shall be released from further responsibility hereunder. If Buyer does not give (or has no right to give) a Material Event Termination Notice within such 10-day period, then Seller shall assign to Buyer all of Seller's right to receive condemnation proceeds after Closing payable as a result of such proceeding, and Buyer shall be entitled to an abatement Of the Purchase Price in an amount equal to any condemnation proceeds received by Seller prior to Closing. Notwithstanding any provision to the contrary, in no event shall any dedication of setbacks for rights-of-way and other public areas as required by the City and disclosed in the Documents be considered a taking under the power or threat of eminent domain as intended by this Section.

9. Seller's Conditions Precedent to Closing. Seller's obligation to complete Closing shall be conditioned upon the satisfaction (or Seller's written waiver thereof) of the condition precedent set forth in this Section 8. Seller shall be entitled to waive. in writing, the condition precedent set forth herein. In the event that the condition precedent to Closing has not occurred on or before the Outside Closing Date, Seller may, at Seller's option exercised by written notice to Buyer, (i) extend the Closing for an amount of time. equal to the time it takes the responsible Party, utilizing good faith, best efforts, to satisfy the condition precedent for Closing, but no later than as specified in Section I(ii), or (ii) terminate this Agreement, in which event the Deposit shall be returned by Escrow Agent to Buyer, and, unless the failure of the subject condition precedent to Closing is due to the default of Buyer, which will be subject to the provisions Of Section I I(a), neither Party shall thereafter have any liability to the other hereunder, other than those liabilities and obligations which by the express terms of this Agreement are intended to survive such termination. The condition prccedent is as follows:

(a)Reproentations. Each of Buyer's representations and warranties as set forth in Section Error! Reference source not found. shall be materially true as of the date of Closing and Buyer shall so certify in writing at Closing.

10. Buyer's Conditions Precedent to Closing. Buyer's obligation to complete Closing shall be conditioned upon the satisfaction (or Buyer's written waiver thereof) of each of the conditions precedent set forth in this Section 9. Buyer shall be entitled to waive, in writing, each or any of the conditions precedent set forth herein. In the event that all conditions precedent to Closing have not occurred on or before the Outside Closing Date, the Parties agree that Buyer may, at Buyer's option exercised by written notice to Seller, terminate this Agreement, in which event the Deposit shall be returned by Escrow Agent to Buyer, and, unless the failure of the subject condition precedent to Closing is due to the default of Seller,

which will be subject to the provisions of Section I I(b), neither Party shall thereafter have any liability to the other hereunder, other than those liabilities and obligations which by the express terms of this Agreement are intended to survive such termination. The conditions precedent are as follows:

(a)Title Company shall deliver to Buyer or shall be unconditionally committed to issue to Buyer after Closing an extended coverage title policy (ALTA Form 2006) insuring title to the Property, without preprinted exceptions to title as set forth in Section 6(a), subject only to the Permitted Exceptions, and subject to Buyer providing any update Of the Existing Survey as required by the Title Company.

(b)MqrptorJum. There shall exist no general moratorium imposed or announced by any Authority or utility supplier that would result in any Authority denying permits necessary for the development, construction, use or occupancy of the Property as a residential development or any utility supplier delaying or denying sanitary sewer, water, natural gas, electricity or telephone connections with respect to the Property.

(c)Representations. Each Of Seller's representations and warranties as set forth in Section 14(a) shall be materially true as of the date of Closing and Seller shall so certify in writing at Closing.

(d)Final Plat and Project Documents. The City and any other applicable Authorities shall have granted final, unappealable approval of the Final Plat and Project Documents (or if appeal is taken, such appeal has been resolved to the commercially reasonable satisfaction of Buyer), and the executed Final Plat has been recorded in the Clerk and Recorder's Office of Larimer County. Buyer shall use diligent and good faith efforts to record the Final Plat promptly upon approval and execution of the same.

11. Possession. At Closing, Seller shall deliver exclusive possession and occupancy of the Property to Buyer free and clear of any claims of any third parties to possession thereof, except as set forth in the Permitted Exceptions.

12. Default.

(a)Buyer Default. If Buyer is the defaulting Party, because of the difficulty in calculating damages, the Parties agree that Seller's sole and exclusive remedy at law or in equity shall be limited to the right to terminate this Agreement, to draw completely down the Letter of Credit held by Escrow Agent, and to retain the Deposit as provided in Section 3(a) as liquidated damages, and the Deposit shall be forfeited. Other than the specific remedy expressly set forth in this Section I I(a) and except for the indemnities contained in Section 4(c), Seller hereby waives any and all right and remedy, at law or in equity, to which Seller may otherwise have been entitled by reason of Buyer's default, including any right in equity to seek specific performance of this Agreement by Buyer and any right at law to seek damages from Buyer.

(b)Seller Default. If Seller fails to consummate Closing in breach of this Agreement, the Parties agree that Buyer shall have the right to elect, as its sole and exclusive remedy at law or in equity, to (i) waive such default or breach and proceed with the purchase of the Property pursuant to the remaining terms and conditions of this Agreement without any reduction of or credit against the Purchase Price; (ii) terminate this Agreement and receive a prompt return of the Deposit and reimbursement from Seller of Buyer's out-of-pocket expenses incurred in connection with this Agreement, including, without limitation, Buyer's Entitlement Costs, not to exceed $250,000.00; or (iii) pursue specific perfomance under this Agreement provided that such action must be commenced within ninety (90) days following Buyer's discovery of Seller's material

default under this Agreement. In the event of any default by Seller, or in the event Buyer shall be entitled to terminate this Agreement. or this Agreement shall otherwise terminate in accordance with the provisions hereof, the Deposit shall be immediately returned to Buyer as provided in Section 3(a), but such payment shall not limit Buyer's rights and remedies set forth above. Other than the specific remedies expressly set forth in I I(b) and I I(d), Buyer hereby waives any and all right and remedy, at law or in equity, to which Buyer may otherwise have been entitled by reason Of Seller's default, including any right at law to seek damages from Seller, except as specified herein.

IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY PUNITIVE, SPECULATIVE OR CONSEQUENTIAL DAMAGES. EXCEPT AS PROVIDED IN SECTION 18(t), IN NO EVENT SHALL BUYER BE ENTITLED TO RECORD THIS AGREEMENT OR ANY OTHER DOCUMENT OR (EXCEPT IN THE EVENT OF A DISPUTE ARISING OUT OF THIS AGREEMENT AS NEEDED TO ENFORCE ITS RIGHTS UNDER THIS AGREEMENT) AS A LIS PENDENS AGAINST THE PROPERTY.

(c)Cure Period. Notwithstanding the provisions of Sections I (a) and (b) above, no default by either Party hereto shall result in a termination or limitation Of any rights of such Party hereunder unless and until the other Party shall have notified the defaulting Party in writing of said default, and the defaulting Party shall have failed to cure said default within ten (10) days after the receipt of said written notice.

(d)No Adeauate Remedy. As provided in Section I I (b), it is agreed that in the event Buyer is not in default under this Agreement and Seller is the defaulting party hereunder, and Buyer desires to seek specific performance of this Agreement, but that due to Seller's intentional, affirmative conveyance of all or a portion of the Property to a third party, such specific performance is no longer a remedy available to Buyer, then this Agreement shall terminate, the Deposit shall immediately be returned to Buyer as provided in Section 3(a), and Buyer shall receive a payment from Seller of $250,000.00 as liquidated damages, which the Parties acknowledge is a reasonable estimate of Buyer's damages for lost profits and lost business opportunity or consequential damages that would be extremely difficult or impractical to determine. If this Agreement terminates as a result of the foregoing, it is agreed that the provisions of this Section shall survive any such termination.

13. Any notice to be given pursuant to this Agreement shall be given in accordance with Exhibit G.

14. Mutupl Representations. To induce each other to enter into this Agreement, each Party hereby represents and warrants to the other that (i) it has been duly authorized and empowered to enter into this Agreement and to perform fully its obligations

hereunder, (ii) such obligations constitute the valid and binding obligations of such Party, enforceable in accordance with their terms, (iii) that, except as expressly provided in this Agreement, no further consents of any other person, entity, public body or court are required in connection with this Agreement and the performance of all obligations hereunder, and (iv) it has not used the services of any real estate agent, broker or finder with respect to the transactions contemplated hereby.

15. Warrenties and Representations.

(a)Seller's Warranties and To induce Buyer to enter into this Agreement, Seller represents and warrants to Buyer:

(i)Condemnation, Rezoning or Reclassification. There is not pending, or to Seller's Actual Knowledge, threatened, any (A) condemnation proceeding or Other litigation relating to or otherwise affecting any or all Of the Property, or (B) except as contemplated by this Agreement, reclassification of any or all of the Property for local zoning purposes.

(ii)Violations. (A) There is not pending, or to Seller's Actual Knowledge, threatened, from any federal, state, county or local Authority any notice, suit or judgment relating to any violation at the Property, and (B) Seller has not received written notice from any governmental authority that there is any condition existing with respect to the Property that violates any statute. ordinance, law or code regarding zoning, building, fire, air pollution, or health law, or requiring any Smprovement, alteration, addition, correction or other work on or about the Property, whether related to the Property or to the activities of any owner or occupant thereof.

(iii)Environmental Conditions. To Seller's Actual Knowledge, and except as disclosed in any environmental assessment or other environmental report or documentation included as part of the Documents, within the last twenty-four (24) months, Seller has received no written notice alleging the presence of any "Hazardous Wastes". "Hazardous Material" and/or "Hazardous Substances" as those terms are defined under any federal, state or local law in, at, about or under the Property (collectively, "Hazardous Materials") in violation of any applicable federal, state or local environmental laws ("Environmental Laws"). For purposes of this Agreement, the term "Environmental Laws" shall include, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. 9601 et seq. and the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. 6901 et seq., as amended from time to time; and any similar federal, state and local laws and ordinances and the regulations and rules implementing such statutes, laws and ordinances.

(iv)Litigation. There is no foreclosure action or litigation, arbitration or proceeding pending, or to Seller's Actual Knowledge, threatened before any court or administrative agency or any other condition that relates to or affects the Property, Seller's interest therein, Seller's performance hereunder, or Buyer's intended use of the Property, or which will result in a lien, charge, encumbrance or judgment against any part of or any interest in the Property.

(v)Organization. Seller is validly existing under the laws of the State Of Colorado and has full power and authority to sell the Property.

(vi)Title. Except as provided in the Permitted Exceptions, to Seller's Actual Knowledge, the title to the Property is subject to no tenancy or other right Of use or occupancy which will remain in effect at or after Closing.

(vii)Restrictions. Except as disclosed in the Documents delivered to Buyer hereunder, including, without limitation, the Option and Site Lease Agreement and the City Lease, to Seller's Actual Knowledge, Seller has not entered into any unrecorded restrictions relating to the development of the Property as contemplated hereunder that would have a material, adverse impact on Buyer's intended use of the Property.

(viii)No preach. The execution and delivery of this Agreement by Seller, the execution and delivery of every other document and instrument delivered pursuant hereto by or on behalf of Seller, and the consummation of the transactions contemplated hereby do not and will not (A) constitute or result in the breach of or default under any oral or written agreement to which Seller is a party or which affects the Property; (B) constitute or result in a violation of any order, decree, or injunction with respect to which Seller and/or the Property is bound; (C) cause or entitle any Party to have a right to accelerate or declare a default under any oral or written agreement to which Seller is a party or which affects the Property; and/or (D) violate any provision of any municipal, state or federal law, statutory or otherwise, to which Seller or the Property is or may be subject.

(ix)NO Assessments. There are no special, general, or other assessments pending or, to Seller's Actual Knowledge, threatened against the Property. All installments of any pending assessments due and payable on or before the Closing Date will be paid by Seller on or before Closing.

(x)NO Contracts. Seller has not entered into any other contracts, agreements or understandings, verbal or written, for the sale or transfer of any portion of the Property which are in existence as of the Effective Date. Between the date of this Agreement and Closing, no part of the Property will be alienated, encumbered or transferred by Seller.

(xi)No Commitments. Except as disclosed in the Documents delivered to Buyer hereunder, Seller has not made commitments to any Authority, school board, church or other religious body, or to any other organization, group or individual relating to the Property which would impose any obligations upon Buyer to make any contributions of money or land or to install or maintain any improvements or which would interfere with Buyer's ability to use, develop or improve the Property as herein contemplated.

(xii)Documents. The copies of the Documents furnished to Buyer pursuant to this Agreement are true and complete copies of the documents they purport to be. To the extent any of the Documents were not prepared by Seller, Seller is making no warranty as to the accuracy or quality of work included therein.

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For the purposes of this Section 14(a), the phrase "Seller's Actual Knowledge" and words of similar import shall mean the present, actual knowledge, without additional inquiry • or investigation being taken, of Lynn Johnson (the "Representative"). The foregoing reference to the Representative is solely for the purpose of establishing the contractual standard for Seller's knowledge. The Representative is not undertaking, and does not have, any personal obligation or liability to Buyer in connection with this Agreement.

(b)Survival. The representations and warranties of Seller set forth herein shall be true as of the Effective Date and the date of Closing and shall survive Closing for a period of one (l) year (the "Warranty Expiration Date"). Seller shall notify Buyer in writing immediately if any representation becomes untrue or misleading in light of information obtained by Seller after the Effective Date. Notwithstanding anything in this Agreement to the contrary, after Closing and subject to the Warranty Expiration Date above and the terms of Section 18(e) below, except for claims based upon fraud, the maximum aggregate liability of Seller, and the maximum aggregate amount which may be awarded to the collected by Buyer under this Agreement or any documents executed pursuant hereto or in the connection herewith, will under no circumstances whatsoever exceed two percent (2%) Of the Purchase Price ("Maximum Seller Liability"). This indemnification is in addition to any remedies set forth in Section l I.

Buyer's Warranties and **Representa**

To induce Seller to enter into this Agreement, to Buyer's knowledge represents and warrants to Seller:

(i)Organization. Buyer is a limited liability company, duly organized. validly existing and in good standing under the laws of the State of Colorado, and shall as Of Closing, have full power and authority to purchase the Property.

(ii)No Breach. The execution and delivery of this Agreement by Buyer. the execution and delivery of every other document and instrument delivered pursuant hereto by or on behalf of Buyer, and the consummation of the transactions contemplated hereby do not and will not (A) constitute or result in the breach of or default under any oral or written agreement to which Buyer is a party; (B) constitute or result in a violation of any order, decree, or injunction with respect to which Buyer is bound, (C) cause or entitle any party to have a right to accelerate or declare a default under any oral or written agreement to which Buyer is a party; and/or (D) violate any provision of any municipal, state or federal law, statutory or otherwise, to which Seller is or may be subject.

(iii)Litigation. There is no pending or threatened litigation, which would affect Buyer's ability to perform under this Agreement.

(c)As-is Provision. THE PARTIES HEREBY ACKNOWLEDGE AND AGREE AS FOLLOWS: (A) BUYER rs A SOPHISTICATED BUYER THAT IS FAMILIAR WITH THIS TYPE OF PROPERTY; (B) EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE DEED, AND/OR ANY OTHER DOCUMENT OR INSTRUMENT DELIVERED BY, OR ON BEHALF OF, SELLER AT CLOSING (THE "EXPRESS REPRESENTATIONS"), NEITHER SELLER NOR ANY OF ITS AGENTS, REPRESENTATIVES, BROKERS, OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, OR EMPLOYEES HAS MADE OR WILL MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, wrrH RESPECT TO THE PROPERTY, AND INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY REGARDING FITNESS FOR ANY PARTICULAR PURPOSE, COMPLIANCE WITH ANY LAW, RULE, REGULATION, ORDER, OR REQUIREMENT, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, OR SUITABILITY OF THE PROPERTY, AND SELLER DISCLAIMS ALL

SUCH REPRESENTATIONS AND WARRANTIES; AND (C) THE PROPERTY IS BEING SOLD TO BUYER IN ITS PRESENT "AS-IS" CONDITION SUBJECT TO THE EXPRESS REPRESENTATIONS. SUBJECT TO THE EXPRESS REPRESENTATIONS AND THE TERMS HEREOF, BUYER WILL BE AFFORDED THE OPPORTUNITY TO MAKE ANY AND ALL INSPECTIONS OF THE PROPERTY AND SUCH RELATED MATTERS AS BUYER MAY REASONABLY DESIRE.

(d)Except for the representations made by Seller as expressly provided Section 14 above and in the deed delivered at Closing, effective on the Closing Date, Buyer and Buyer's successors and assigns, hereby release Seller from, and waive any and all claims against Seller resulting from the physical, environmental, economic or legal condition of the Property, whether arising or accruing before, on or after the date hereof and whether attributable to events or circumstances which have heretofore or may hereafter occur, including, without limitation, the following (i) any and all liabilities with respect to the structural, physical, or environmental condition of the Property; (ii) any and all liabilities relating to the release of or the presence, discovery or removal of any Hazardous Materials, or for, connected with or arising out of any and all claims or causes of action based upon any Environmental Laws, or any related claims or causes of action or any other federal, state or municipal based statutory or regulatory causes of action for environmental contamination at, in, about or under the Property; and (iii) any implied or statutory warranties or guaranties of fitness, merchantability or any other statutory or implied warranty or guaranty of any kind or nature regarding or relating to any portion of the Property.

IS. Additional Purchase Price. As provided in Section 3(b), from and after Closing, Buyer agrees to pay to Seller in the manner specified below the amount of the Additional Purchase Price, as follows:

(a) **Calculation of Additional Purchase Price. "Additional Purchase Price"** shall mean [redacted]

(b) [redacted]

(i) [redacted]

(ii) [redacted]

(iii) [redacted]

(iv) [redacted]

(v) [redacted]

[redacted]

vi [redacted]

[redacted]

(vii) [redacted]

(viii) [redacted]

ix [redacted]

Notwithstanding anything in the foregoing to the contrary, the Total Costs shall not include any of the foregoing expenses to the extent funded by or otherwise reimbursed by the District or any Other public financing districts including or related to the Property.

(c) Payment of Additional Purchase Price.

(i) Generally. The Additional Purchase Price for each Int due Seller shall be paid at the Retail Closing with respect to each Home conveyed in the Project by Buyer to a homebuyer. Along with such payment, Buyer shall deliver to Seller an accounting in the form of Exhibit H attached hereto and incorporated herein setting forth the Additional Purchase Price due Seller with respect to each Home conveyed in the Project by Buyer during the prior year.

(ii) Final Sale and Reconciliation. Within ninety (90) days after the close of escrow for the sale of the last Home in the Project (the "Final Sale"), Buyer shall complete and submit to Seller an accounting consistent with the details of the calculation Of Additional Purchase Price in this Agreement together with a check made payable to Seller in the amount of the balance of any Additional Purchase Price remaining payable for the Project. If the final accounting or any Audit (as defined below) shows any deficiency in amounts due to Seller, or any overpayment by Buyer, such deficiency shall be immediately paid by Buyer or overpayment reimbursed by Seller, as the case may be. Notwithstanding anything to the contrary herein, the Parties acknowledge and agree that the Additional Purchase price is a material consideration in Seller's agreement to sell the Property to Buyer, and Buyer agrees that it shall proceed with development of the Project and the sale of Homes with good faith and commercially reasonable efforts.

(d) Financial Records and Statements of Buyer. Buyer shall keep and maintain, or cause to be kept and maintained, accurate financial books and records for the Project in accordance with Buyer's normal accounting principles (collectively, the "Financial Records"),

provided that such Financial Records must evidence the information reasonably necessary to calculate Net Profits in accordance with Section 15(b). The Financial Records shall include all supporting documentation relative to sales and cost of sales, and shall be maintained by Buyer for three (3) years after the Final Sale. Within ten (10) business days after the written request of Seller, Buyer shall provide to Seller copies of the current Financial Records. Notwithstanding the foregoing (i) Buyer shall not be required to provide Financial Records more than once per year, and (ii) upon Buyer's request, Seller shall sign and deliver a reasonable confidentiality agreement with respect to the Financial Records.

(e) Audit. At the option of Seller and, except as set f01th below, at Seller's cost, exercised by written notice to Buyer, during the six (6) month period following the Final Sale, Buyer's books and records for the Project shall be audited by an independent certified public accountant licensed in the State of Colorado mutually agreeable to Seller and Buyer for the purpose of verifying the calculation of Net Profits and the Additional Purchase Price, if any, due Seller for the Project (the "Audit"). The Audit shall be binding upon the Parties. Buyer shall make available to the auditor at Buyer's business office, within ten (10) business days after notice of Audit, all Of the books and records of Buyer for the Project which such auditor deems necessary or desirable for the purpose of performing the Audit. Any deficiency in amounts due to Seller, or any overpayment by Buyer, as determined by the Audit, shall be immediately paid by Buyer or reimbursed by Seller, as the case may be. If the Additional Purchase Price due to Seller, as determined by the Audit, is at least one hundred ten percent (110%) of the amount theretofore paid by Buyer, Buyer shall also pay to Seller the reasonable cost of the Audit.

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(f) Early Transfer. Any sale, conveyance, exchange or transfer of all or any portion Of the Property by Buyer prior to a Retail Closing shall be deemed to be an "Early Transfer"; provided, however, an Early Transfer shall not be deemed to have occurred by reason of the fact that such portion of the Property (the "Early Transfer Property") is encumbered by a first mortgage on the Property that was funded by a lender not affiliated with Buyer to provide acquisition. development and construction financing for the Property. Buyer shall not make an Early Transfer of a portion of the Property to any patty except in accordance with the terms hereof. At least 30 days prior to the contemplated date of an Early Transfer, Buyer shall give written notice to Seller ("Buyer's Early Transfer Notice") of the proposed Early Transfer and deliver to Seller any information reasonably requested by Seller with respect to the terms of the proposed Early Transfer and the proposed transferee. Prior to the closing Of any Early Transfer. Buyer shall record in the real property records for the Early Transfer Property in Larimer County, Colorado a covenant in form reasonably acceptable to Seller providing for the payment of the Additional Purchase Price to Seller in accordance with this Section 15 upon the occurrence of a Retail Closing with respect to all or any portion of the Early Transfer Property.

16. Ancillary Covepants.

(a) Special Taxing Pistrict Disclosuce. NOTICE: In accordance with the provisions of C.R.S. 98-35.7-101(1), Seller provides the following disclosure to Buyer:

SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL

LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY LOCATED BY CONTACTING THE couNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY, AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.

(b)Water Disclosure. In accordance with the provisions Of C.R.S. 98-35.7-104, Seller provides the following disclosure to Buyer:

THE SOURCE OF POTABLE WATER FOR THIS REAL ESTATE IS A WATER PROVIDER, WHICH CAN BE CONTACTED AS FOLLOWS:

| | |
|---|---|
| NAME: | City of Fort Collins |
| ADDRESS: | Utilities Customer Service 222 Laporte Ave.<br>Fort Collins, CO 80524 |
| WEBSITE; | https://www.fcgov.com |
| TELEPHONE: | 970-212-2900 |

SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NON RENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER TO DETERMINE THE LONG-TERM SUFFICIENCY OF PROVIDER'S WATER SUPPLIES.

(c)Disclosure o? Oil and Gas Activity. The following disclosure is included in accordance with C.R.S. 38-35.7-108:

THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE, AND TRANSFER OF THE SURFACE ESTATE MAY NOT INCLUDE TRANSFER OF THE MINERAL ESTATE. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OR OTHER MINERALS UNDER THE SURFACE, AND THEY MAY ENTER AND USE THE SURFACE ESTATE TO ACCESS THE MINERAL ESTATE. THE USE OF THE SURFACE ESTATE TO ACCESS THE MINERAIS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.

THE OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THIS PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS, AND GAS GATHERING AND PROCESSING FACILITIES.

THE BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION
REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THIS PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.

(d) Interstate Land Sales Full Disclosure Act and Colorado Subdivision Developers Act Exemptions. It is acknowledged and agreed by the Parties that the sale of the Property will be exempt from the provisions of the Federal Interstate Land Sales Full Disclosure Act under the exemption applicable to sale or lease of property to any person who acquires such property for the purpose of engaging in the business of constructing residential, commercial or industrial buildings or for the purpose of resale of such property to persons engaged in such business. Buyer hereby represents and warrants to Seller that it is acquiring the Property for such purposes. It is further acknowledged by the Parties that the sale of the Property will be exempt under the provisions of the Colorado Subdivision Developers Act under the exemption applicable to transfers between developers. Buyer represents and warrants to Seller that Buyer is acquiring the Property for the purpose of participating as the owner of the Property in the development, promotion and/or sale of the Property and ponions thereof.

17. Confidentiolitx.

(a)Confidential Information. Each Party shall, and shall cause its employees, agents and representatives ("Representatives") to, keep confidential and refrain

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from using, except in connection with this Agreement. all "Confidential Information" of the other Party. For purposes of this Agreement, "Confidential Information" means, with respect to a Party ("Disclosing Party") any and all such information of a confidential or proprietary nature furnished (whether in written or oral form, electronically stored or otherwise) to the other Party (the "Recipient") or the Recipient's Representatives, whether before, on or after the date hereof, including without limitation, any analyses, notes, data, compilations, summaries, forecasts, studies or other documents and materials prepared in connection with their review of, or interest in, entering into this Agreement, or their performance of any Of the services or obligations contemplated hereunder, that is identified as confidential at the time of disclosure, or the Recipient knows it is intended to remain confidential, due to its nature or the circumstance under which it is disclosed. The term "Confidential Information" will not however, include information of a Disclosing Party that (i) was or becomes publicly available other than as a result of a disclosure directly or indirectly by or on behalf of the Recipient or its Representative; (ii) was or becomes available to the Recipient on a non-confidential basis; (iii) was rightfully in the possession of the Recipient prior to disclosure by the Disclosing Party; or (iv) was developed independently without access to the Confidential Information.

(b)Non-Disclosurg. Each recipient will only disclose the Confidential Information Of the Other Party to those Representatives of such recipient who have a need to know such information in connection with the execution and performance of the Parties' respective rights and obligations under this Agreement. Anyone to whom any Confidential Information is disclosed shall be (a) advised of the existence of this Section 17 of this Agreement and of such recipient's obligations hereunder, and shall agree to be bound by the terms hereof to the same extent as if they were parties hereto, or (b) bound under a written agreement (including a pre-existing written agreement) or other legal, contractual or fiduciary obligation to protect the Confidential Information from unauthorized use and disclosure. In any event, each Patty shall, at its sole expense, take all commercially reasonable measures to restrain its Representatives from prohibited or unauthorized disclosure, distribution or use of the Confidential Information.

(c)Legally Reauired Disclosure. The Seller's obligations under this Section 17 are to the extent permitted by the Colorado Open Records Act ("CORA"). In the event a Recipient or any of its Representatives is required by law, regulation or court order to disclose any of the corresponding Disclosing Party's Confidential Information, such Recipient shall

promptly notify the Disclosing Party in writing prior to any party making any such disclosure so that the Disclosing Party, at its sole expense, might seek a protective order or other appropriate remedy from the proper authority. Each Recipient agrees to cooperate with the corresponding Disclosing Party in seeking any such order or other remedy. Each Recipient further agrees that if the corresponding Disclosing Party is not successful in precluding the requesting legal body or authority from requiring the disclosure of any Confidential Information. such Recipient or its Representatives will furnish only that portion of the Confidential Information that it is legally required to be disclosed and will exercise its reasonable best efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information in such proceeding.

(d)Colorado Open Records Act. It is acknowledged that the Seller is subject to the requirements of CORA and Buyer shall assist and cooperate with the Seller (on request and at each Party's own expense) to enable the Seller to comply with the information disclosure requirements imposed by CORA. Where a Party receives a request for Confidential Information it shall notify the other Party in writing within three (3) business days Of receipt of such request for information.

(i)The Parties agree and acknowledge that Seller shall be responsible for determining in its absolute and sole discretion whether the Confidential Information held by it is exempt from disclosure under CORA or is to be disclosed in response to a request for information.

(ii)If Seller determines it is obligated to disclose information in response to such request for information, it shall notify Buyer of that decision as soon as reasonably possible, and in any event, at least two (2) business days before disclosure and give due consideration to any objections, without prejudice to the Seller's rights,

(iii)Notwithstanding other notification provisions in this Agreement, the notifications required by this Section may be made by any method reasonably calculated to ensure receipt, including electronic mail.

(e)press Release. Notwithstanding anything in the foregoing to the contrary, Seller and Buyer shall reasonably cooperate to draft and issue a mutually agreeable press release announcing the proposed sale of the Property following the execution of this Agreement. Seller agrees to coordinate with and afford Buyer the opportunity to participate in the press release.

18. Gengml

(a)Entire Agreement. This Agreement constitutes the final and entire Agreement between the Parties and they shall not be bound by any terms, covenants, conditions, representations or warranties not expressly contained herein. This Agreement may not be amended except by written instrument executed by both Parties.

(b)Par*ial Invalidity. If any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(c)Time of the Essence. Time is of the essence of this Agreement and the performance of the terms and conditions hereof.

(d)Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective legal representatives, successors and assigns. Buyer shall not have the right to assign the Agreement without Seller's prior written consent, which consent may be given or withheld in Seller's reasonable discretion; provided that

Buyer shall in no event be released from any of its obligations or liabilities hereunder as a result of any such approved assignment. Notwithstanding the foregoing to the contrary, Buyer is permitted to assign this Agreement, in whole or in part, without Seller's consent to an Affiliate of Buyer, provided that, (i) assignee assumes Buyer's obligations under

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this Agreement pursuant to a written agreement in form and substance reasonably acceptable to Seller; (ii) Seller receives a copy of such assignment and assumption agreement on or before three (3) business days prior to Closing and reaffirms all of the representations and warranties Of Buyer herein and (iii) Buyer shall remain liable for, and shall not be released from the performance of, Buyer's obligations under this Agreement after such assignment. Whenever reference is made in this Agreement to Seller or Buyer, such reference shall include the successors and assigns Of such party under this Agreement. For purposes Of this Section, "Affiliate" shall mean an entity that directly or indirectly through one or more intermediaries' controls, or is controlled by, or is under the common control with, the Buyer.

(e)Governmental Immunity, 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., or the Federal Tort Claims Act, 28 U.S.C. 1346(b) and 2671 , et seq., as applicable now or hereafter amended.

(D Choice or Law. 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. Any provision incorporated herein by reference which purports to negate this Section 18(f) in whole or in part shall not be valid or enforceable or available in any action at law. whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Agreement, to the extent capable of execution.

(g)Binding Arbitration Prohibited. The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Agreement or incorporated herein by reference shall be null and void.

(h)Emolovee Financial Interest. C.R.S. 24-18-201 and 24-50507. 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.

(i)No Violation of Law. The signatories aver that they are familiar with C.R.S. 18-8-301, et seq. (Bribery and Corrupt Influences) and C.R.S. 18-8- 01, et seq. (Abuse of Public Office) and that no violation of such provisions is present in this Agreement.

G) Use of "Colorado State University", "CSU" or "Hughes Stadium". Buyer may only state that the Property is located at the former Hughes Stadium site for the purpose of providing information as to the general location of the Property in advertisements concerning the Property or to refer to the Property as the "Hughes Subdivision". Except as hereinabove permitted, Buyer agrees that it shall not use or allow the use of the name "Colorado State University", 'CSV' or "Hughes Stadium" in any manner to name, designate, advertise, sell or develop the Property or in any manner or connection with the operations or businesses located or to be located on the Property. The restriction in this Section 18(j) shall survive Closing.

(k)Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(l)Headings. The headings of the Sections, subsections, paragraphs and subparagraphs hereof are provided for convenience of reference only, and shall not be considered in construing their contents.

(m)Each writing or plat or plan referred to herein as being attached hereto as an exhibit or otherwise designated herein as an exhibit is incorporated herein by reference and made a part hereof. The following exhibits are attached hereto:

| | |
|---|---|
| Exhibit A | Legal Description of Property |
| Exhibit B | Escrow Agent's Standard Escrow Provisions |
| Exhibit C | Form Deed |
| Exhibit D | Closing Documents |
| Exhibit E | Permitted Exceptions |
| Exhibit F | Additional Obligations of Seller |
| Exhibit G | Notice Addresses |
| Exhibit H | Additional Purchase Price Schedule |

(n)Time Periods. Any and all references in this Agreement to time periods which are specified by reference to a certain number of days refer to calendar days, unless "business days" is otherwise expressly provided. Therefore, if (a) the last date by which Closing is permitted to occur hereunder, or (b) any date by which a Party is required to provide the other Party with notice hereunder, occurs on a Saturday or a Sunday or a banking holiday in the jurisdiction where the Property is located, then and in any of such events, such applicable dates shall be deemed to occur, for all purposes of this Agreement, on that calendarday which is the next, succeeding day, which is not a Saturday, Sunday or banking holiday.

(o)No Partnership. Nothing in this Agreement shall be deemed in any way to create between the Parties any relationship of partnership, joint venture or association, and the Parties disclaim the existence thereof.

(p)Escrow Provisions. The Escrow Agent's actions and the Parties' obligations in regard to any escrow shall be governed by Escrow Agent's standard escrow provisions attached as Exhibit B to the extent that they are not inconsistent with this Agreement.

(q)Waivers. No Party shall be deemed to have waived the exercise of any right which it holds hereunder unless such waiver is made expressly and in writing (and no delay or omission by any Party hereto in exercising any such right shall be deemed a waiver of its

future exercise). No such waiver made as to any instance involving the exercise of any such right shall be deemed a waiver as to any other such instance, or any other such right.

(r)WAIVER OF JURY TRIAL. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SELLER AND BUYER EACH HEREBY WAIVES RIGHT TO TRIAL BY JURY m ANY ACTION OR PROCEEDING ARISING OUT OF THIS

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AGREEMENT AND THE RESPECTIVE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO.

(s)Facsimile and PDF Copies. Facsimile copies or PDF copies sent by email of the Agreement and any amendments hereto and any signatures thereon shall be considered for all purposes as originals.

(t)Memorandum Ol Agreement. Upon delivery of the Suitability Notice by Buyer, Seller shall be obligated to record a Memorandum Of Purchase and Sale Agreement (the "Memorandum") in the real property records of Larimer County, Colorado, evidencing: (i) Buyer's interest in the Property, and (ii) Buyer's and/or its successor's obligation to pay the Additional Purchase Price to Seller pursuant to Section 15 above, in a form to bc negotiated and reasonably and mutually acceptable to the Parties prior to expiration of the Feasibility Period; provided that, prior tovecording the Memorandum, Buyer will deliver a duly executed Release of the Memorandum to the Title Company to be held in escrow, and recorded by the Title Company in the event Of termination of this Agreement or default by Buyer under this Agreement. After Closing. Seller shall be obligated to release the Memorandum Of record by delivery of a quit claim deed or other evidence of termination satisfactory to the title company for any Lot subject to a Retail Closing immediately upon payment by Buyer to Seller of the Additional Purchase Price applicable to such Lot pursuant to Section 5 above.

[Signatures on following page.]

IN WITNESS WHEREOF, the Parties hereto have executed under seal this Purchase and Sale Agreement as of the Effective Date.

SELLER:

THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, acting by and through COLORADO STATE UNIVERSITY

By: Anthony A. Frank
Name: Anthony A. Frank
Title: Chancellor

January 30, 2019
Date

Division of University Operations
318 Administration Building
Colorado State University
Fort Collins, CO 80523-600

LEGAL REVIEW:

By: [illegible]
Name: [illegible]
Title: General Counsel

January 30, 2019
Date

Office of the General Counsel
Colorado State University System
01 Administration Building
Fort Collins, CO 80523-0006

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BUYER:

LENNAR COLORADO, LLC, a Colorado limited liabil•ty pmpany

Name: ne: Daniel J. Nickless
Title: Vice President

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The undersigned joins in the execution of the foregoing Agreement for the sole purpose of agreeing to hold and apply the Deposit subject to and in accordance with the terms of the foregoing Agreement.

ESCROW AGENT:

FIDELITY NATIONAL TITLE COMPANY

ne: Julie A. Norris
e: Closer
e: 1/31/19

By:
Nam
e:
Title:
Date:

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## AGREEMENT OF SALE

by and between

THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, acting by and through COLORADO STATE UNIVERSITY, as Seller and LENNAR COLORADO, LLC, as Buyer

EXHIBIT

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### Legal Description of the Property

Beginning at the East quarter corner (E 1/4) of Section 20, Township 7 North, Range 69 West of the Sixth Principal Meridian; thence South 00° 14' West, 1390.9 feet; thence South 87°59' West, 1473.5 feet; thence South 78°25' West, 1214.3 feet; thence North 00 °28' East, 245 1.0 feet; thence North 57°44' East 66.1 feet, thence on a regular curve to the left with a radius of 336.48 feet, 149.4 feet; thence North 32° 17' East, 0.2 feet, thence on a regular curve to the left with a radius of 240.99 feet, 133.2 feet; thence North 00°27' East, I I I .2 feet; thence on a regular curve to the right with a radius Of 236.48 feet, 99.5 feet; thence North 86°23' East, 2437.4 feet; thence South 00° 14' West, 1391.7 feet to the Point of Beginning, subject to existing public road rightof-way running through the Southeast corner.

EXCEPT that portion conveyed to the City of Fort Collins in Deed recorded November 19, i 998 at Reception No. 98101735, described as follows: Considering the East line of the Southeast Quarter of said Section 20 as bearing SOO° 14' 18" W from a aluminum cap in monument box at the East Quarter corner of said Section 20 to a aluminum cap in a monument box at the Southeast corner of said Section 20 and with all bearings contained herein relative thereto; Commencing at the East Quarter corner of said Section 20; thence along said East line, S 00° 14' 1 8" E, I, 153.43 feet to the Point of Beginning; thence continuing along said East line, S 00° 14' 18" W, 237.64 feet to a point on the South line of the North half of said Southeast Quarter; thence along said South line, S 88°00'04" W, 1,473.03 feet; thence N 78°53'33" E, 1,501.23 feet to the Point of Beginning, County of Larimer, State of Colorado.

AGREEMENT OF SALE

by and between

THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, acting by and through COLORADO STATE UNIVERSITY, as Seller and LENNAR COLORADO, LLC, as Buyer

EXHIBIT

F. Escrow Provisions

1. Buyer and Seller, jointly and severally, hereby agree to indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason Of its acting as Escrow Agent under this Agreement, including, without limitation, attorneys' fees and the cost of defending any actions, suit or proceeding or resisting any claim.

2. In the event of a dispute between the Parties as to the disposition of the Deposit or any other escrow monies held by the Escrow Agent or actions taken by or contemplated by the Escrow Agent, Buyer and Seller agree to settlement of such dispute by the methods more specifically contained in the Agreement of Sale. Immediately upon receipt of written notification to the Escrow Agent of an escrow funds dispute which cannot be resolved between the Parties, including any contract default having occurred due to failure to close, Escrow Agent agrees to notify the Parties that unless the Parties mutually select an arbitrator within five (5) business days of notification, Escrow Agent will submit the matter to AAA to settle the dispute as quickly as possible. The decision and awarding of any funds by the Arbitrator shall be final and binding upon the Parties hereto. Within three (3) business days after the Arbitrator has resolved the dispute and rendered written directions, the Escrow Agent shall turn over any escrow monies together with any interest earned thereon to the appropriate party due all or part Of the funds set forth in the written directions.

Alternatively, in the event of any controversy involving the Deposit or any other escrow funds, the Escrow Holder may, upon agreement by Buyer and Seller, charge one-half of its fees and costs to Seller and one-half of its fees and costs to Buyer, and then place all or portions of the Deposit or any other escrow funds in the registry of any court of competent jurisdiction, and upon payment of such funds in to the court registry, Escrow Holder shall be released from all further liability in connection with the funds delivered.

3. The Escrow Agent shall not be bound by any other agreement whether or not it has knowledge of the existence thereof or of its terms and conditions, and is required only to hold the Deposit as herein set forth and to make payment or other disposition thereof as hereinbefore stated.

4. Escrow Agent shall not be liable for any mistakes of fact, or errors of judgment, or for any acts or omission of any kind unless caused by the willful misconduct or gross negligence of Escrow Agent.

5. Escrow Agent may resign upon ten (10) days written notice to the Parties to their addresses set forth herein. If a successor escrow agent is not appointed within a fourteen (14) day period following such resignation, the Escrow Agent may petition a court of competent jurisdiction to name a successor. The costs of such action shall be paid by Seller and Buyer on an equal basis, and shall be subject to the provisions of Section I hereof.

AGREEMENT OF SALE

by and between

THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, acting by and through COLORADO STATE UNIVERSITY, as Seller and LENNAR COLORADO, LLC, as Buyer

EXHIBIT C

Eorm Deed

UPON RECORDING RETURN TO:
Rebecca W. Dow, Esq.
Holland & Hart LLP
P.O. Box 8749
Denver, CO 80201

SPECIAL WARRANTY DEED

THIS DEED. dated _____. 20_. between THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, acting by and through COLORADO STATE UNIVERSITY ("Grantor"), whose address is c/o Colorado State University Research Foundation, 2537 Research Blvd, suite 200, Ft. Collins, CO 80525; and LENNAR COLORADO, LLC. a Colorado limited liability company ("Grantee"), whose address is 9193 S. Jamaica Street, 4th Fl., Englewood. CO 80112.

WITNESS, that Grantor, for and in consideration of the sum _____ OfDollars ($_____), the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto Grantee all of the real property described on Exhibit A, attached hereto and incorporated herein by this reference, located in the County of Larimer, State Of Colorado, together with improvements and appurtenances, belonging or in any way appertaining and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest. claim, and demand whatsoever of the Grantor, either in law or equity, Of, in, and to the above real property (the "Property").

Grantor does hereby covenant and agree that it shall WARRANT AND FOREVER DEFEND the title to the Property for the benefit of Grantee against all persons claiming by, through or under Grantor, subject to the matters described on Ebbjbi1_A attached hereto, and incorporated herein by this reference.

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IN WITNESS WHEREOF, Grantor has executed this deed to be effective on the date set forth above.

GRANTOR:

THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, acting by and through COLORADO STATE UNIVERSITY

By: _____

Name: _____

Its: _____

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STATE OF COLORADO

) SS.

COUNTY OF _____

The foregoing instrument was acknowledged before me this day of

20—, by as _____ -- _____ the Board of Governors of the Colorado State University System, acting by and through Colorado State Uni versity.

WITNESS my hand and official seal.

_____
Notary Public

My Commission Expires:

_____

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Exhibit A
to
Special Warranty Deed Legal Description of Property

[To be inserted prior to Closing]

## Exhibit B to
## Special Warranty Deed

**Permitted Exceptions**

1. TAXES FOR THE YEAR 20 AND SUBSEQUENT YEARS.

[TO be inserted prior to Closing]

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AGREEMENT OF SALE

by and between
THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, acting by and through COLORADO STATE UNIVERSITY, as Seller and LENNAR COLORADO, LLC, as Buyer

EXHIBIT p

Closing Poguments to be Delivered to Boyer

(a) If required by Title Company, a certified copy of the resolution Of Seller's Board of Directors authorizing and approving this Agreement and the transactions contemplated herein and the execution of the Agreement and the Closing documents;

(b) A special warranty deed in form attached as Exhibi; C, which conveys fee simple title to the Property;

(c) An assignment, without warranty, of Seller's rights, title and interest, if any, in all permits, plans, licenses, approvals, certificates, entitlements, development agreements and related items included within the Documents and, in each case, to the extent assignable;

(c) A Foreign Investment in Real Property Tax Act ("FIRVTA") certification in conformance with the requirements of FIRYfA;

(e) All consents which may be required from any third person or entity in connection with the sale of the Property;

(f) The Seller's Affidavit in the form required by the Title Company and reasonably acceptable to the Seller; and

(g) Such other documents or instruments as may be required by other provisions of this Agreement or reasonably required by Buyer to effectuate Closing.

All of the documents and instruments to be delivered by Seller pursuant to this Exhibit shall be in form and substance reasonably satisfactory to counsel for Buyer.

Closing Documents to be Delivered to Seller

(a) The Purchase Price;

(b) If required by Title Company, satisfactory evidence that the person or persons executing the Closing documents on behalf of Buyer have full right, power and authority to do so;

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(c) the Real Property Transfer Declaration required by applicable Colorado law;

(d) All consents which may be required from any third person or entity in connection with the purchase of the Property;

(e) The Buyer's Affidavit in the form required by the Title Company and as reasonably acceptable to Buyer;

(f) Such other documents or instruments as may be required by other provisions of this Agreement or reasonably required by Seller to effectuate Closing.

All of the documents and instruments to be delivered by Buyer pursuant to this Exhibit shall be in form and substance reasonably satisfactory to counsel for Seller.

AGREEMENT OF SALE

by and between

THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, acting by and through COLORADO STATE UNIVERSITY, as Seller and LENNAR COLORADO, LLC, as Buyer

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EXHIBIT E

Permitted Exceptions

[to be inserted during Feasibility Period]

1.TAXES FOR THE YEAR 20_ AND SUBSEQUENT YEARS.

_____

Buyer's Initials

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Date Agreed:

_____

_____

Seller's Initials .

AGREEMENT OF SALE

by and between

THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, acting by and through COLORADO STATE UNIVERSITY, as Seller

and

LENNAR COLORADO, LLC, as Buyer

**EXHIBIT F**

Additional Obligations of Seller

(Insert, if any during the Feasibility Period.]

AGREEMENT OF SALE

by and between

THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, acting by and through COLORADO STATE UNIVERSITY, as Seller and LENNAR COLORADO, LLC, as Buyer

EXHIBIT G

Notige$

Any notice to be given to any Party hereto in connection with this Agreement shall be in writing and shall be deemed received (a) on the date delivered if hand delivered by receipted hand delivery or by electronic transmission, and (b) two (2) days after postmark if sent postage prepaid by certified or registered mail, return receipt requested. Notices to the Parties shall be sent to their addresses set forth below. Either Party, by written notice to the other, may change its address to which notices are to be sent. The Parties shall copy Escrow Agent on all notices sent hereunder, but failure to notify Escrow Agent shall not be deemed a failure of notice to a Party to whom notice has been given. Any default notice under this Agreement sent by electronic transmission must be followed by the delivery of a hard copy.

yuyer's Address: Lennar Colorado, LLC
9193 S. Jamaica Street, 4th Fl.
Englewood, CO 801 12
Attn: Daniel J. Nickless, Land President
Telephone: 303-486-5063
Email: daniel.nickless@lennar.com

With copy to: Rebecca W. Dow, Esq.
Holland & Hart LLP
555 17th Street, suite 3200
Denver, Colorado 80202
Telephone: 303-295-8413
Email: rdow@hollandhart.com

Escrow Agent's Address: Fidelity National Title Company
3500 John F. Kennedy Pkwy., Ste. 100
Fort Collins, CO 80525
Attention-. Julie Norris
Telephone: (970) 212-7750
Email: jnorris@fnL.gom

Seller's Address: Colorado State University c/o Colorado State Uni versity Research Foundation 2537 Research Blvd., Suite 200
Fort Collins, CO 80526



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**With a CODV**

**(o:**

**Telephone: Email:**

**Marc C. Diamant, Esq.**
**Brownstein Hyatt Farber Schreck, LLP**
**410 17th st., 22nd Floor**
**Denver, CO 80202-4437**
**Telephone: 303-223-1 132**
**Email: mdiamant@bhfs.com**

AGREEMENT OF SALE

by and between

THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, acting by and through COLORADO STATE UNIVERSITY, as Seller and LENNAR COLORADO, LLC, as Buyer

EXHIBIT H

Additional Purchase Price Payment Schedule

[See attached.]

CALCULATION OF ADDITIONAL PURCHASE PRICE

**Lot No.** _____ **Address:** _____

**Plan No.** _____ **Closing Date:** _____

[redacted]

by and between

THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, acting by and through COLORADO STATE UNIVERSITY, as Seller

and

LENNAR COLORADO, LLC, as Buyer

# AGREEMENT OF SALE

## EXHIBIT 1

## Form or Leger or Credit

(See attached.]



IRREVOCABLE STANDBY LETTER OF CREDrr NO. FGAC.XXXXX

BENEFICIARY:

APPLICANT:

LC AMOUNn USDSXXXX.XX (AMOUNT IN WORDS US DOLLARS)

EXPIRATION DATE: (DAIEJ AT OUR COUNTFRS

RE:

GENTLEMEN:

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. FGAC.xxxxx IN YOUR FAVOR AT THE REQUEST AND FOR THE ACCOUNT OF [APPLICANT) IN AN AGGREGATE AMOUNT NOT TO MOUNT NOT TO EXCEED THE LC AMOUNT.

GHT ON [redacted]

CCOMPANIED BY THE ORIGINAL OF THIS LETTER

EXCEED THE

THIS LETTER OF CREDIT IS AVAILABLE BY YOUR DRAFr(S) DRAWN AT SI DULY
AND MANUALLY SIGNED AND MARKED: "DRAWN UNDER
LETTER OFCREDtT NO. FOAC.XXXXX DATED MOMMI XXu zOXX•• WHEN A
OF CREDIT AND ALL ORIGINAL AMENDMENTS, IF ANY. AND THE FOLLOWING DOCUMENT(S);

BF.NFFiCIARY•s CERTIFICATE DULY AND MANUALLY SIGNED AND DATED BY AN AUTHORIZED OFFICER SIGNING AS SUCH ON ITS LETTERHEAD READING EXACTLY AS FOLLOWS-

"(I)THE AMOUNT REPRESENTED BY THE DRAFT ACCOMPANYING THIS STATEMENT IS THE AMOUNT REQUIRED TO BE PAID TO THE BENEFICIARY ON ACCOUNT OF THE DEFAULT OF (APPLICANTI UNDER THE IAGREEMENT NAME) DATED ON OR AROUND ( DATE). (THE "AGREEMENT') BY AND BETWEEN IBENFFICIARYI. AS AND (APPLICANT). AS 1-1; THAT (APPLICANT) HAS BEEN GIVEN WRITTEN NOTICE BY [BENEFICIARY) DESCRIBING THE EVENT OR CONDITION OF SUCH DEFAULT IN REASONABLE DETAIL BY CERTIFIED MAIL. RETURN RECEIPT REQUESTED; THE DEFAULT HAS NOT BEEN CURED WITHIN THE CURE PERIOD PROVIDED THEREIN, IF ANY. AND THAT [BENEFICIARY] IS NOT IN DEFAULT UNDER THE TERMS AND CONDITIONS OF THE AGREEMENT AND AS SUCH IS ENTm.ED TO BE PAID THE PROCEEDS OF THIS LETTER OF CREDIT UNDER THE TERMS OF THE AGREEMENT"

THIS LETTER OF CREDrr SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING AND SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED. AMPLIFIED OR LIMITED BY REFERENCE TO ANY DOCUMENT. INSTRUMENT OR AGREEMENT REÆRRED TO HEREIN OR IN WHICH THIS LETTER OF CREDIT IS RFFERRED TO OR WHICH THIS LETTER OF CREDIT RELATES, AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORR)RATE HEREIN ANY SUCH DOCUMENT. INSTRUMENT OR AGREEMENT.

WE HEREBY ENGAGE WITH BENEFICIARY THAT ALL SIGHT DRAFTS DRAWN UNDER AND IN CONFORMITY WITH THE

TERMS
PAYMENT TOGETHER WITH THE DOCUMENTS REQU A N D TO [redacted] DULY HONORED IF DRAWN AND PRESENTED FOR [redacted] BEFORE 4:00 P.M. EST ON OR BEFORE THE EXPIRATION DATE. PRESENTATIONS MAY BE MADE BY REGIS CONDITIONS OF THIS LETTER OF CREDIT WILL BE DULY HONORED

IF DRAWN AN

IRED HEREIN
IF PRESENTED B
E TERFD OR CFRT(FIF.D MAIL. RETURN RFCEIPT REQUESTED OR BY FEDERAL EXPRESS OR ANY OTHER NATIONALLY RECOGNIZED COURIER COMPANY.

THIS LETTER OF CREDff is SUBJECT TO AND GOVERNED BY THE LAWS OF THE STATE OF FIORIDA WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAW), AND EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN. IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTCES 1998. INIERNATIONAL CHAMBER OF COMMERCE • PUBLICATION NO. 590 ("ISP98") AND IN THE EVEtcr OF ANY CONFLICT, THE LAWS OF THE STATE OF FLORIDA WILL CONTROL.

VERY TRULY YOURS.

[redacted]

AUTHORIZED S}GNER. TITLE

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Exhibit 5





# INterview with Wade Troxell, CSU College of Engineering associate dean for research and economic development

By: InnovatioNews (/www.innovationews.com/Blog-Page/?author=4) Saturday April 5, 2014 0 comments

Fort Collins native Wade Troxell has been associate dean for research and economic development in Colorado State University's College of Engineering since 2004.

He is a professor in mechanical engineering and conducts research in the Robotics and Autonomous Machines Lab (RamLab) at CSU.

He is considered an internationally recognized expert in the areas of design as exploration, intelligent robotics and intelligent control of distributed energy systems. He is a Fellow of the American Society of Mechanical Engineers.

Wade serves on the International Cleantech Network and is a board member of the Colorado Clean Energy Cluster and the Colorado Water Innovation Cluster.

He is a Fort Collins city council member, serving since 2007.

Wade was a four-year starter at center and co-captain on the CSU football team while earning his engineering science/bioengineering degree on an athletic scholarship.

Wade has masters and doctorate degrees in mechanical engineering from Colorado State. He was a NATO Postdoctoral Fellow at Edinburgh University.

**Q: You have been an advocate for manufacturing/technology innovation and advancement throughout your career and continue to carry that forward in your city council tenure. Why is this so important to you?**

A: Wealth creation and economic well-being are key to many of the reasons that make Colorado a wonderful place to live, raise a family, work, educate and recreate. We are blessed to live in a wonderful place, rich in nature and natural amenities. Together, we need to be stewards of such a wonderful place.

I believe we are on the cusp of a golden era in Colorado -- and Fort Collins in particular -- if we can sustain this vision.

We live in a technological world. Knowledge is key to keeping pace by advancing market drivers that improve the lives and well-being of all around the world.

Colorado State University is a very high research institution, the highest research designation made by the Carnegie Foundation.

It is by having a purpose through a culture of innovation that we can make a difference in the world, whether it is energy, water, infrastructure, food or agriculture.

Fort Collins benefits greatly from this "bubbling caldron" of ideas, human energy and intellect. Let's not miss our opportunity!

**Q: Fort Collins has gained a reputation for being a truly innovative city, with its high density of startups, strong support of Rocky Mountain Innosphere and its leadership role in smart grid technology with FortZed and the smart grid conferences hosted in the city. How do you feel about the direction the city has taken,**

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Entrepreneurial by Nature

Colorado
Entrepreneurial by Nature

especially during your tenure on the council?

A: The City of Fort Collins is a great place because of its people. The City is a catalyst for place making, a convener of great initiatives and a provider of excellent services that enable its citizens to excel. The Innosphere and FortZED exemplify the triple helix ecosystem linking together the public sector, private sector and a research university for the benefit of the community. Innovation has always been key to Fort Collins' economic prosperity. As a community, we are on the cusp of a golden era.

Fort Collins is becoming a world-recognized leader in demonstrating sustainable technologies and infrastructure. Technology companies can demonstrate the beneficial use of their products and services for global customers. CSU faculty and students will further develop greater insight and provide breakthrough technology and understanding into sustainable best practices that can make an impact on a global scale. The City of Fort Collins is a catalytic partner with exceptional utilities and policies supporting sustainability using the triple bottom line.

**Q: The state of Colorado has also taken a strong role in promoting innovation and entrepreneurship with the formation of the Colorado Innovation Network (COIN) in 2012 and the Advanced Industries Grant program passed last year by the Legislature, among other steps. Are you happy with the state's progress as an innovation leader, and what more could be done?**

A: The innovation capacity in the state comes from talent and the intellectual capacity in part produced at the research universities. Working in partnership with public and private sector partners, the research universities are keys to wealth creation that serves local, state and national economic benefit. More emphasis and attention should be placed on investing in our land-grant university to have greater impact and purpose on Colorado's economic future.

**Q: The new Energy Institute is about to open in the remodeled and expanded CSU Engines Lab. What's your hope for this exciting new facility?**

A: The Energy Institute brings together CSU research faculty and students, industrial companies and federal and local public partners to address energy challenges focusing on innovative solutions. The Powerhouse Energy Campus has earned support from technology companies and industry consortia where solutions are now deployed around the world. The for-profit and non-profit solutions developed serve those in India and Africa by establishing markets for their products in these developing economies. The new facility on the Powerhouse Energy Campus provides needed expansion to engage more students and faculty with industry and government partners.

**Q: You sort of straddle the university and the city in your daily activities. How would you characterize the partnership that exists between the two entities and what more do you think could be done to make it even stronger, more innovation-focused and more beneficial to local residents?**

A: I have been on the faculty at CSU since 1985. During my career, I have served as a faculty member in the land-grant tradition at the interface of the university and our various stakeholders. Now, I focus on expanding the research enterprise in the College of Engineering and linking these efforts to technology transfer, startup companies, strategic industry partnerships, government relationships and technology-based economic consortia.

### About the Author: InnovatioNews

InnovatioNews is an online news magazine spotlighting innovative companies, products and people in Colorado. Launched in June of 2012, the site is the recipient of multiple awards.

Comments

Add Your Comment

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Exhibit 6

Format 1
Due Date: October 08, 2018

# Budget Data Book

## Actual Fiscal Year 2017-18
## Estimate Fiscal Year 2018-19

Institution Name: *Colorado State University*
Unit (Campus): Main Campus - Education and General
Institution Code: GGB
Contact Information: Angie Nielsen

Tuition rate information previously provided in Formats 35R and 35NR can be found in the DHE Tuition and Fee Survey.

**Submitted: October 08, 2018**

## Governing Board Summary

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Functional Expenditure Summary | | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|---|
| 1 | Instruction | Fmt. 1100 Ln 25 | 1 | - | - | - | - |
| 2 | Research (State Supported) | Fmt. 1200 Ln 25 | 2 | - | - | - | - |
| 3 | Public Service | Fmt. 1300 Ln 25 | 3 | - | - | - | - |
| 4 | Academic Support | Fmt. 1400 Ln 25 | 4 | - | - | - | - |
| 5 | Student Services | Fmt. 1500 Ln 25 | 5 | - | - | - | - |
| 6 | Institutional Support | Fmt. 1600 Ln 25 | 6 | - | - | - | - |
| 7 | Operation & Maintenance of Plant | Fmt. 1700 Ln 25 | 7 | - | - | - | - |
| 8 | Scholarships & Fellowships | Fmt. 1800 Ln 25 | 8 | - | - | - | - |
| 9 | Hospitals | Fmt. 1900 Ln 25 | 9 | - | - | - | - |
| 10 | Transfers | Fmt. 2000 Ln 20 | 10 | - | - | - | - |
| 11 | TOTAL EDUCATION & GENERAL EXPENDITURES | | 11 | - | - | - | - |
| 12 | SOURCE OF FUNDS (Fund Number) | | 12 | | | | |
| 13 | State Appropriation | Fmt. 600 Ln 25 | 13 | | - | | - |
| 14 | FFS Contracts | Fmt. 700 Ln 1 | 14 | | - | | - |
| 15 | Undergraduate Resident Tuition "Stipend" | | 15 | - | - | - | - |
| 16 | Undergraduate Resident Tuition "Student Share" | | 16 | | - | | - |
| 17 | **Subtotal Undergraduate Tuition** | | 17 | | - | | - |
| 18 | Graduate Resident Tuition | | 18 | | - | | - |
| 19 | Non-Resident Tuition | | 19 | | - | | - |
| 20 | Total Tuition | | 20 | | - | | - |
| 21 | Appropriated E&G | | 21 | | - | | - |
| 22 | | | 22 | | - | | - |
| 23 | | | 23 | | | | |
| 24 | | | 24 | | | | |
| 25 | Non Appropriated E & G (Other than Tuition) Function Code 11XX | | 25 | | - | | - |
| 26 | | | 26 | | | | |
| 27 | TOTAL EDUCATION & GENERAL REVENUE | | 27 | | - | | - |

Scholarship allowance information can be found on the institution's audited financial statements or in the state's accounting system (CORE). The actual institutional funds devoted to student financial aid are reported on Format 1800.

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Institution No.: Format 20

INSTITUTION SUMMARY

NAME: Colorado State University Due Date: October 08, 2018

| Ln No | Functional Expenditure Summary | | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|---|
| 1 | Instruction | Fmt. 1100 Ln 25 | 1 | 1,980.10 | 220,953,384 | 1,979.78 | 220,943,485 |
| 2 | Research (State Supported) | Fmt. 1200 Ln 25 | 2 | 204.90 | 36,093,716 | 120.11 | 24,904,798 |
| 3 | Public Service | Fmt. 1300 Ln 25 | 3 | 8.50 | 1,169,912 | 2.19 | 295,391 |
| 4 | Academic Support | Fmt. 1400 Ln 25 | 4 | 402.50 | 61,698,467 | 554.60 | 71,625,929 |
| 5 | Student Services | Fmt. 1500 Ln 25 | 5 | 218.00 | 34,944,904 | 259.94 | 35,475,894 |
| 6 | Institutional Support | Fmt. 1600 Ln 25 | 6 | 209.40 | 34,283,565 | 220.76 | 33,943,125 |
| 7 | Operation & Maintenance of Plant | Fmt. 1700 Ln 25 | 7 | 448.97 | 47,944,116 | 495.65 | 48,183,692 |
| 8 | Scholarships & Fellowships | Fmt. 1800 Ln 25 | 8 | - | 72,102,585 | - | 68,542,537 |
| 9 | Hospitals | Fmt. 1900 Ln 25 | 9 | - | - | - | - |
| 10 | Transfers | Fmt. 2000 Ln 20 | 10 | - | 41,852,110 | - | 17,556,251 |
| 11 | TOTAL EDUCATION & GENERAL EXPENDITURES | | 11 | 3,472.37 | 551,042,759 | 3,633.03 | 521,471,102 |
| 12 | SOURCE OF FUNDS (Fund Number) | | 12 | | | | |
| 13 | State Appropriation | Fmt. 600 Ln 25 | 13 | | - | | - |
| 14 | FFS Contracts | Fmt. 070 Ln 12 | 14 | | 28,997,098 | | 32,989,736 |
| 15 | Undergraduate Resident Tuition "Stipend" | | 15 | 16,084.06 | 37,154,189 | 16,263.97 | 41,473,123 |
| 16 | Undergraduate Resident Tuition "Student Share" | | 16 | | 179,614,724 | | 179,563,832 |
| 17 | Subtotal Undergraduate Resident Tuition | Fmt. 100 | 17 | | 216,768,913 | | 221,036,955 |
| 18 | Graduate Resident Tuition | Fmt. 100 | 18 | | 19,366,639 | | 16,631,987 |
| 19 | Non-Resident Tuition | Fmt. 100 | 19 | | 202,220,517 | | 186,921,577 |
| 20 | Total Tuition | Fmt. 100 | 20 | | 438,356,069 | | 424,590,519 |
| 21 | | | 21 | | | | - |
| 22 | | | 22 | | - | | - |
| 23 | | | 23 | | | | |
| 24 | | | 24 | | | | |
| 25 | Non Appropriated E & G (Other than Tuition) Fun | Fmt. 411 Ln 20 | 25 | | 83,689,592 | | 63,890,847 |
| 26 | | | 26 | | | | |
| 27 | TOTAL EDUCATION & GENERAL REVENUE | | 27 | | 551,042,759 | | 521,471,102 |

Blue cells should be entered directly on this format, they will not "roll up" from another format

Scholarship allowance information can be found on the institution's audited financial statements or in the state's accounting system (CORE). The actual institutional funds devoted to student financial aid are reported on Format 1800.

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

PAGE 3

CORE Code: 4407
Institution No.:

Format 070

## Fee-For-Service Contracts (System Level Only)[1]

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | 2017-18 Actual | 2018-19 Estimate |
|---|---|---|---|---|
| 1 | Contracts: | 1 | | |
| 2 | Educational services in rural areas or communities in which the cost of delivering the educational services is not sustained by the amount received in student tuition | 2 | 28,997,098 | 32,989,736 |
| 3 | Reciprocal | 3 | - | - |
| 4 | Graduate school services | 4 | - | - |
| 5 | Economic development | 5 | - | - |
| 6 | Specialized educational services and professional degrees, including but not limited to the areas of dentistry medicine, veterinary medicine, nursing, law, forestry, and engineering. | 6 | - | - |
| 7 | | 7 | | |
| 8 | | 8 | | |
| 9 | | 9 | | |
| 10 | | 10 | | |
| 11 | | 11 | | |
| 12 | Total | 12 | 28,997,098 | **32,989,736** |

[1] This is not needed by institution, but only in total for the system.

Institution No.:

Format 30

## STUDENT, FACULTY, AND STAFF DATA

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | | Ln No | 2017-18 Actual | 2018-19 Estimate |
|---|---|---|---|---|
| 1 | STUDENT FTE DATA: | 1 | | |
| 2A | COF Resident Undergraduate FTE | 2A | 16,084.06 | 16,263.97 |
| 2B | Non-COF Resident Undergraduate FTE | 2B | 230.93 | 230.93 |
| 2C | Total Resident Undergraduate FTE | 2C | 16,314.99 | 16,494.90 |
| 3 | Resident Graduate FTE | 3 | 1,568.88 | 1,561.55 |
| 4 | Total Resident FTE | 4 | 17,883.87 | 18,056.45 |
| 5 | | 5 | | |
| 6 | Nonresident Undergraduate FTE | 6 | 6,258.24 | 6,303.62 |
| 7 | Nonresident Graduate FTE | 7 | 1,205.97 | 1,199.24 |
| 8 | Total Nonresident FTE | 8 | 7,464.21 | 7,502.86 |
| 9 | | 9 | | |
| 10 | Total FTE Undergraduate | 10 | 22,573.23 | 22,798.52 |
| 11 | Total FTE Graduate | 11 | 2,774.85 | 2,760.79 |
| 12 | Total FTE Students | 12 | 25,348.08 | 25,559.31 |
| 13 | | 13 | | |
| 15 | COST PER STUDENT | 15 | | |
| 16 | Total E&G Cost Per FTE Student | 16 | 19,406.73 | |
| 17 | COF Stipend Per Undergraduate Resident FTE | 17 | 2,310.00 | |
| 18 | | 18 | | |
| 19 | INSTRUCTIONAL and RESEARCH FACULTY DATA (SOURCE FMT 40 OR FMT 1100 and 1: | 19 | | |
| 20 | Faculty FTE Total | 20 | 1,560.70 | |
| 21 | FTE Full-time Faculty | 21 | 1,173.30 | |
| 22 | FTE Part-time Faculty | 22 | 387.40 | |
| 23 | | 23 | | |
| 24 | AVG COMPENSATION INSTRUCTIONAL and RESEARCH FACULTY | 24 | | |
| 25 | All Faculty Combined | 25 | 102,468 | |
| 26 | Full-time Average Compensation | 26 | 120,754 | |
| 27 | Part-time Average Compensation | 27 | 47,085 | |
| 28 | | 28 | | |
| 29 | Total Faculty and Staff FTE (Format 20) | 29 | 3,472.37 | |

Note: Rows 19 through 27 provide compensation information for instructional and research faculty only. Prior to FY 2010-11, past budget databooks provided compensation information for instructional faculty and staff.

Institution No.:

Format 40

NAME: Colorado State University

SUMMARY

Due Date: October 08, 2018

| COURSE LEVEL | 2017-18 Actual FTE STUDENTS | FTE FACULTY | S/F RATIO |
|---|---|---|---|
| Vocational | - | - | - |
| Lower Level | 12,329.00 | 545.10 | 22.62 |
| Upper Level | 10,248.40 | 769.60 | 13.32 |
| Total Undergraduate | 22,578.30 | 1,314.70 | 17.17 |
| Graduate I | 1,988.30 | 323.30 | 6.15 |
| Graduate II | 545.50 | 97.20 | 5.61 |
| Total Graduate | 2,533.80 | 420.50 | 6.03 |
| Grand Total | 25,112.10 | 1,735.20 | 14.47 |

NOTE: Institutions are required to maintain detailed information on the above data by Classification of Instructional Program (CIP) area. Detailed data available upon request.

Institution No.:

Format 100

## TOTAL TUITION REVENUE and STUDENT FTE

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | CORE Revenue Source Code (RSC): | Ln No | 2017-18 FTE | 2017-18 Actual |
|---|---|---|---|---|---|
| 1 | SUMMER | | 1 | | |
| 2 | Resident | Graduate (4801) | 2 | 82.17 | 1,241,903 |
| 3 | | Undergraduate (4802) | 3 | 802.83 | 13,457,150 |
| 4 | Nonresident | Graduate (4901) | 4 | 36.63 | 1,140,040 |
| 5 | | Undergraduate (4902) | 5 | 326.77 | 12,976,558 |
| 6 | Subtotal Summer | | 6 | 1,248.40 | 28,815,851 |
| 7 | FALL | | 7 | | |
| 8 | Resident | Graduate (4801) | 8 | 815.33 | 9,369,378 |
| 9 | | Undergraduate (4802) | 9 | 8,064.33 | 105,504,427 |
| 10 | Nonresident | Graduate (4901) | 10 | 615.88 | 15,325,500 |
| 11 | | Undergraduate (4902) | 11 | 3,110.27 | 82,672,455 |
| 12 | Subtotal Fall | | 12 | 12,605.81 | 212,871,760 |
| 13 | WINTER | | 13 | | |
| 14 | Resident | Graduate (4801) | 14 | | - |
| 15 | | Undergraduate (4802) | 15 | | - |
| 16 | Nonresident | Graduate (4901) | 16 | | - |
| 17 | | Undergraduate (4902) | 17 | | - |
| 18 | Subtotal Winter | | 18 | - | - |
| 19 | SPRING | | 19 | | |
| 20 | Resident | Graduate (4801) | 20 | 671.38 | 8,755,358 |
| 21 | | Undergraduate (4802) | 21 | 7,355.37 | 97,807,136 |
| 22 | Nonresident | Graduate (4901) | 22 | 553.46 | 13,887,245 |
| 23 | | Undergraduate (4902) | 23 | 2,821.20 | 76,218,719 |
| 24 | Subtotal Spring | | 24 | 11,401.41 | 196,668,458 |
| 25 | SUBTOTAL | | 25 | | |
| 26 | Resident | Graduate (4801) | 26 | 1,568.88 | 19,366,639 |
| 27 | | Undergraduate (4802) | 27 | 16,222.53 | 216,768,913 |
| 28 | Nonresident | Graduate (4901) | 28 | 1,205.97 | 30,352,785 |
| 29 | | Undergraduate (4902) | 29 | 6,258.24 | 171,867,732 |
| 30 | | | 30 | | |
| 31 | SUBTOTAL RESIDENT | | 31 | 17,791.41 | 236,135,552 |
| 32 | SUBTOTAL NONRESIDENT | | 32 | 7,464.21 | 202,220,517 |
| 33 | SUBTOTAL GRADUATE | | 33 | 2,774.85 | 49,719,424 |
| 34 | SUBTOTAL UNDERGRADUATE | | 34 | 22,480.77 | 388,636,645 |
| 35 | TOTAL TUITION REVENUE (E&G CORE Function Code 1100) | | 35 | 25,255.62 | 438,356,069 |

36 Scholarship allowance information can be found on the institution's audited financial statements or in the state's accounting system (CORE). The actual institutional funds devoted to student financial aid are reported on Format 1800.

Total Tuition Includes Stipend Reimbursement

Tuition rate information previously provided in Formats 35R and 35NR can be found in the DHE Tuition and Fee Survey.

Institution No.:

Format 410

## APPROPRIATED EDUCATION & GENERAL REVENUE (Other than Tuition) (Function Code 1100)[1]

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | 2017-18 Actual | 2018-19 Estimate |
|---|---|---|---|---|
| 1 | Appropriated Academic Fees ( RSC 5002)[2] | 1 | Report in Format 411 | Report in Format 411 |
| 2 | | 2 | | |
| 3 | Amendment 50 Moneys (Transfer Code 900T)[3] | 3 | Report in Format 411 | Report in Format 411 |
| 4 | Tobacco Settlement Moneys | 4 | | |
| 5 | DOLA Local Govt Mineral Impact Fund | 5 | | |
| 6 | | 6 | | |
| 7 | | 7 | | |
| 8 | | 8 | | |
| 9 | | 9 | | |
| 10 | | 10 | | |
| 11 | | 11 | | |
| 12 | | 12 | | |
| 13 | | 13 | | |
| 14 | | 14 | | |
| 15 | | 15 | | |
| 16 | | 16 | | |
| 17 | | 17 | | |
| 18 | | 18 | | |
| 19 | | 19 | | |
| 20 | TOTAL OTHER APPROPRIATED E & G REVENUES | 20 | - | - |

[1] Tuition revenue is reported on Format 100

[2] Pursuant to HB11-1301, fees are no longer appropriated beginning in FY 2011-12. This category will be reported on Format 411 beginning in FY 2011-12.

[3] Beginning FY 14-15 Amendement 50 Moneys were appropriated as Informational, so they will now be reported on Format 411. These Revenues were reported in a unique revenue code (EAT1) in COFRS, however, they are now reported as part of transfer code 900T in CORE. There may be other revenues also reported in 900T. Only the Limited Gaming funds should be reported on this line.

**General Employees Retirement Committee**
215 N. Mason
2nd Floor
PO Box 580
Fort Collins, CO 80522

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# GENERAL EMPLOYEES' RETIREMENT COMMITTEE

## AGENDA
FOR
DECEMBER 12, 2019

1:15 P.M.
215 NORTH MASON, CONFERENCE ROOM 2A, SECOND FLOOR

1. Citizen participation and Plan member comments
2. Consider approving the minutes from the meetings of October 10, 2019 and the special meeting that was held on November 1, 2019.
3. Review Draft 2020 GERC Work Plan
4. Review Monthly Investment Report - Blaine Dunn
5. Other Business

**General Employees Retirement Committee**
215 N. Mason
2nd Floor
PO Box 580
Fort Collins, CO 80522

**970.221.6788**
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# GENERAL EMPLOYEES' RETIREMENT COMMITTEE
## MINUTES
## OCTOBER 10, 2019
## 215 N. MASON – CONFERENCE ROOM 1B - FIRST FLOOR – 1:15 PM

**Committee Members Present**: Clark Mapes, Chairman
Del Bernhardt
John Lindsay
Ralph Zentz

**Members Absent:** John Voss, Vice Chairman
James Lathrop

**Others Present**: Blaine Dunn
Jenny Lopez Filkins
Joaquin Garbiso
Nikki Daniels
Carolyn Koontz

---

Meeting called to order at 1:15 pm

Joaquin Garbiso introduced Nikki Daniels who is the new HR contact who will be supporting the GERC replacing Janie Appleton who retired.

1. **Citizen Participation and Plan Member Comments -** None made or noted.

2. **Consider approving the minutes from the meeting of August 8, 2019.**

Motion to approve the minutes made by John Lindsay
Motion seconded by Del Bernhardt. August 8th meeting minutes approved as presented

3. **Review Quarterly Investment Report (Blaine Dunn)**

GERP Portfolio at a little over $47M
More lump sums being taken - 4 lump sums and 3 terminations

Tech Sector is at 24.5% of the total portfolio - Equity Sector limit is 25% - if it goes over 25% rebalancing will be done before end of quarter. Mutual fund analysis is done quarterly.
So much volatility in market right now makes it difficult to benchmark.

Admin fees paid by GERC include $25.5K to Milliman. Blaine will ask Milliman if they have any benchmark information for fees. Review the fees being paid by the plan.

Less risk and better return realized by spreading assets across more categories - expense ratio is new on mutual fund analysis. Sold some international funds to cover lump sum payments and to keep cash

**4. Review Investment Policy Statement IPS (Blaine Dunn)**

## Purpose & Objective of Investment Policy

- Purpose of Policy
  - Stating Committee's expectations, objectives and guidelines for investments
  - Setting investment structure for the plan assets
  - Providing guidelines for investment portfolio controlling overall risk and liquidity
  - Establish criteria to monitor, evaluate, and compare performance results
- Objectives of Policy
  - Achieve and maintain a fully-funded status
  - Have ability to pay all benefit and expense obligations when due
  - Meet or exceed actuarial investment earning assumptions

## Overview of Plan

- Current Assets - $47,129,041
- Participants
  - 45 – Active
  - 69 – Terminated Vested
  - 270 – Retired Members
- Currently Closed to New Members
- Planning Horizon – Over 5 years

On track to overachieve 6.25%
no new employees - no influx of cash to offset market returns
Impact of adoption of new life expectancy tables
80-85% funded range is the goal - this year we are at 67% - dropped quite a bit
Discussions in Jan / Feb based on what the market does at the end of the year – including the possible need to discuss requesting an increase in the City contribution- next budget cycle - Milliman's projections go out to 2067

## Asset Allocation Restraints

Asset Classes Approved for the Plan

1. Cash and Cash Equivalents
2. Domestic Fixed Income
3. Bond Mutual Funds
4. Domestic Equities
5. International Equities

**Committee has elected to use mutual funds to achieve equity portion**

## GERP Asset Allocation

Strategic Asset Allocation

| | Lower Limit | Strategic Allocation | Upper Limit |
|---|---|---|---|
| Cash & Domestic Fixed Income | 30% | 40% | 50% |
| Bond Mutual Funds | 0% | N/A | 20% |
| Domestic Equity | 35% | 45% | 55% |
| International Equity | 5% | 15% | 25% |

Current Asset Allocation

| | |
|---|---|
| Cash & Domestic Fixed Income | 32.0% |
| Bond Mutual Funds | 0% |
| Domestic Equity | 53.3% |
| International Equity | 14.7% |

**Investment Policy allows to be +/- 10% from strategic allocation**

Blaine is using the guardrails of plus or minus 10% to the plan's advantage / creating better returns

CFO of the City, currently Mike Beckstead, is the funding agent for the plan. He has delegated some responsibilities to Blaine including investments. The IPS was last changed in 2011 and this was due to a legal concern. It is the committee's prerogative to update or change.

Clark Mapes asked about the other investment options Innovest mentioned.
Blaine indicated some options are less liquid than mutual funds – would need to do additional research and a good amount of due diligence would need to be done. Something to be said about diversifying across the asset classes but we would need to be larger to see gain for diversifying and this would involve additional fees.

**5. Discuss thoughts and comments regarding items covered in the Fiduciary Training at the August 8th meeting (Blaine Dunn)**

Clark Mapes would like for this training to be part of onboarding new GERC members. It is Important for this board to have fiduciary training once a year. At a minimum share the Innovest deck with new members. We will try to schedule Fiduciary Training for April 20th GERC meeting. Blaine will check on the cost of the training.

Process for all new members should include an overview of what we do as well as sharing the website information.

Jenny Lopez Filkins mentioned that the Innovest Fiduciary Training delivered to the GERC was the best she has attended.

Blaine Dunn: we are a retail account with Fidelity – based on our plan – we are not able to move off of a retail account – Blaine is having additional discussions with Innovest on other ways fees could be lowered - theory is if we brought Innovest on as advisor – could result in reduced fees. GERP funds are in the lowest fee classes they can be in. It's possible that if Innovest acts as advisor on account, GERP could get different share classes.

Jenny Lopez Filkins asked the committee if any members have any ideas about changes to the GERP IPS they would like to make. It could be updated with current information such as population and there may be other things the Committee wants updated. The process would involve a committee member making a motion regarding a requested update to the IPS and the motion passing. Jenny Lopez Filkins would draft a resolution for the committee to consider at the next scheduled meeting. No committee member mentioned any specific revision to be made to the GERP IPS or made a motion to change the Policy.

Blaine Dunn took an action for the committee to bring suggested updates to the IPS back to the committee for consideration. The objective is to make it more accurate and up to date.

John Lindsay will not be able to attend the November meeting

Meeting adjourned at 2:15 PM

Clark Mapes, Chairman

Carolyn Koontz, Staff Liaison

DRAFT

**General Employees Retirement Committee**
215 N. Mason
2nd Floor
PO Box 580
Fort Collins, CO 80522

**970.221.6788**
970.221.6782 - fax
*fcgov.com*

# GENERAL EMPLOYEES' RETIREMENT COMMITTEE
## SPECIAL MEETING MINUTES
## NOVEMBER 1, 2019
## 215 N. MASON - CONFERENCE ROOM 1B - FIRST FLOOR - 8 AM

**Committee Members Present**: Clark Mapes, Chairman
John Lindsay
Ralph Zentz
Del Bernhardt

**Others Present**: Travis Storin
Kelley Vodden
Jenny Lopez Filkins
Carolyn Koontz

---

Meeting called to order at 8:03 am.

Purpose of the Special GERC Meeting is to review and consider Resolution 19-01

OF THE GENERAL EMPLOYEES' RETIREMENT COMMITTEE
FOR THE CITY OF FORT COLLINS, COLORADO
ADDING TRUSTEES TO THE FIDELITY MUTUAL FUND ACCOUNTS

Mike Beckstead has designated Kelley Vodden (our new Controller) as his new Designee. Kelley attended the meeting and was introduced to the committee. It is proposed that Kelley become a committee member and be added as a Trustee with Fidelity replacing John Voss who is no longer a City employee. If approved, there would be two Trustees for Fidelity; Kelley Vodden and Clark Mapes. John Voss will be removed as a Trustee with Fidelity.

Resolution 19-01 was reviewed and discussed by the Committee. Following the discussion, Ralph Zentz made a motion to approve Resolution 19-01 as it is written. Del Bernhardt seconded the motion. Resolution 19-01 was passed unanimously.

A copy of Resolution 19-01 is attached.

The next regular GERC Meeting will be held on Thursday, December 12, 2019

Clark Mapes, Chairman

Carolyn Koontz, Staff Liaison

# GENERAL EMPLOYEES' RETIREMENT COMMITTEE
# 2020 Work Plan & Meeting Schedule

## 2020 Meeting Schedule

Regular meetings of the General Employees' Retirement Committee (GERC) are scheduled for the second Thursday of every month and are held at 215 North Mason in conference room 2A beginning at 1:15pm.

The 2020 GERC meeting schedule is:

| | | | |
|---|---|---|---|
| January 9 | April 9 | July 9 | October 8 |
| February 13 | May 14 | August 13 | November 12 |
| March 12 | June 11 | September 10 | December 10 |

## 2020 GERC Work Plan

- Prepare 2019 GERC Annual Report for City Council prior to January 31, 2020.
- Fiduciary training for all Committee members.
- Elect Officers and Review GERC standing rules in February 2020.
- Consider modifying practices, policies, plan document, etc. as advised in fiduciary training.
- Continue Monitoring of Retirement Plan and the appropriate level of contributions.
- Revise actuarial assumptions prior to March 1, if necessary, for the 2019 Report.
- Review 'Personal Retirement Planning Statement' forms in April 2020.
- Review Quarterly and Monthly Investment Reports.
- Review legislative issues with actuarial consultant and support staff.
- Prepare Work Plan for 2021 by September 30, 2020.
- Provide and enhance the educational opportunities for GERP members and GERC Board members, as appropriate.
- The web site for the General Employees' Retirement Committee will be monitored, updated as needed, and the minutes will be posted once they have been approved and signed.

# General Employees' Retirement Plan

September 30, 2019

| Plan Portfolio | Return YTD | Benchmark | Return YTD | YTD Performance vs Benchmark | Market Value (MV) | MV % of Total | MS Rating | MS Chg | Ticker | Morningstar Style | Style Box # |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Cash & Fixed Income** | **2.14%** | 5 year T-Note | 1.91% | 0.23% | **13,425,202.96** | **28.4%** | | | | | |
| **GERP Mutual Funds:** | | | | | | | | | | | |
| Fidelity Contrafund | 25.25% | S&P 500 Growth | 25.60% | -0.35% | 1,447,290.25 | 3.06% | 4 | | FCNTX | Large Growth | 3 |
| Fidelity Balanced | 19.27% | S&P 500 Index | 25.30% | -6.03% | 3,252,555.19 | 6.88% | 5 | | FBALX | Large Blend | 2 |
| Fidelity Mid-cap Enhanced Index | 24.78% | Russell Midcap Value Index | 20.74% | 4.04% | 2,494,842.46 | 5.27% | 5 | | FMEIX | Medium Blend | 5 |
| Fidelity Mid-cap Stock | 21.16% | S&P 400 Mid Cap | 20.87% | 0.29% | 1,345,227.76 | 2.84% | 4 | | FMCSX | Medium Growth | 5 |
| Fidelity Total Market Index | 26.69% | Dow Jones Total Stock | 25.03% | 1.66% | 1,531,546.07 | 3.24% | 4 | | FSKAX | Large Blend | 2 |
| Fidelity Value | 27.47% | Russell Midcap Value Index | 20.74% | 6.73% | 1,936,394.75 | 4.09% | 3 | | FDVLX | Medium Value | 4 |
| Fidelity Value Discovery | 19.16% | Russell 1000 Value Index | 20.21% | -1.05% | 1,083,334.97 | 2.29% | 3 | | FVDFX | Large Value | 1 |
| Primecap Odyssey Stock | 23.77% | S&P 500 Index | 25.30% | -1.53% | 1,389,458.51 | 2.94% | 4 | +1 | POSKX | Large Blend | 2 |
| USAA NASDAQ 100 Index | 33.58% | NASDAQ 100 Index | 32.76% | 0.82% | 2,050,831.68 | 4.34% | 5 | | USNQX | Large Growth | 3 |
| Vanguard 500 Index | 25.66% | S&P 500 Index | 25.30% | 0.36% | 4,427,984.31 | 9.36% | 5 | | VFIAX | Large Blend | 2 |
| Vanguard Growth Index | 32.09% | S&P 500 Growth | 25.60% | 6.49% | 2,660,835.88 | 5.63% | 4 | | VIGAX | Large Growth | 3 |
| Vanguard Mid Cap Index | 26.67% | S&P 400 Mid Cap | 20.87% | 5.80% | 2,985,515.21 | 6.31% | 5 | | VIMAX | Medium Blend | 5 |
| **Domestic Mutual Funds** | **25.74%** | | 24.22% | | **26,605,817.04** | **56.3%** | | | | | 3.1 |
| Vanguard Tot International Index | 14.23% | MSCI ACWI ex. USA | 13.37% | 0.86% | 2,088,113.41 | 4.41% | 3 | | VTIAX | Large Blend | 2 |
| TRP International STK | 21.64% | MSCI World Ex. USA | 15.40% | 6.24% | 2,764,065.38 | 5.84% | 3 | | PRITX | Large Growth | 3 |
| TRP New Asia | 19.37% | MSCI Asia Ex. Japan | 8.85% | 10.52% | 2,415,857.79 | 5.11% | 4 | | PRASX | Large Growth | 3 |
| **International Funds** | **18.76%** | | 12.64% | | **7,268,036.58** | **15.4%** | | | | | 2.7 |
| **Total Mutual Funds** | **24.24%** | | 21.73% | | **33,873,853.62** | **71.6%** | | | | | 3.0 |
| **Total Portfolio *** | **18.06%** | | | | **47,299,056.58** | **100%** | | | | | |

**MS Equity Style Box**

| | Value | Blend | Growth |
|---|---|---|---|
| Large | 1 | 2 | 3 |
| Med | 4 | 5 | 6 |
| Small | 7 | 8 | 9 |

* The total portfolio yield is adjusted for YTD cash flows, Purchases, and Sales.

November

# GERP Investment Policy Analysis

~~September~~ 30, 2019

## Investment Policy Analysis

### Fund Category Allocation

| Domestic Fund Category | Market Value | Category % vs Total Portfolio ( 20% Max) | Strategic Asset Allocation Lower Limit | Target | Upper Limit |
|---|---|---|---|---|---|
| Moderate Allocation | $ 3,252,555 | 6.88% | | | |
| Large Value | $ 1,083,335 | 2.29% | | | |
| Large Blend | $ 7,348,989 | 15.54% | | | |
| Large Growth | $ 6,158,958 | 13.02% | | | |
| Medium Blend | $ 6,825,585 | 14.43% | | | |
| Medium Value | $ 1,936,395 | 4.09% | | | |
| Medium Growth | $ - | 0.00% | | | |
| Small Blend | | | | | |
| Sub-total Domestic | $ 26,605,817 | 56.25% | 35% | 45% | 55% |
| **International Fund Category** | | ( 7.5% Max) | | | |
| Large Blend | $ 2,088,113 | 4.41% | | | |
| Large Growth | $ 2,764,065 | 5.84% | | | |
| Pacific/Asia - Lg Growth | $ 2,415,858 | 5.11% | | | |
| Sub-total International | $ 7,268,037 | 15.37% | 5% | 15% | 25% |
| Total Equity Portfolio | $ 33,873,854 | | | | |
| **Fixed Income** | $ 13,425,203 | 28.38% | 30% | 40% | 50% |
| **Bond Mutual Funds** | $ - | 0.0% | 0% | N/A | 20% |
| Total Portfolio | $ 47,299,057 | 100.0% | | 100.0% | |

### Equity Sector Weightings

| | Market Value | Sector % vs Equity Portfolio ( 25% Max) |
|---|---|---|
| Basic Materials | $ 1,149,079 | 3.4% |
| Consumer Cyclical | $ 4,128,001 | 12.2% |
| Financial Services | $ 5,445,160 | 16.1% |
| Real Estate | $ 1,645,402 | 4.9% |
| Communications Services | $ 2,259,597 | 6.7% |
| Energy | $ 1,292,194 | 3.8% |
| Industrials | $ 3,583,805 | 10.6% |
| Technology | $ 7,192,646 | 21.2% |
| Consumer Defensive | $ 2,304,826 | 6.8% |
| Healthcare | $ 3,756,300 | 11.1% |
| Utilities | $ 1,116,841 | 3.3% |
| Other (includes Cash & Bonds) | $ - | 0.0% |
| Total Equity Portfolio | $ 33,873,854 | 100.0% |

Blaine will have these Rebalanced By end of 12/13/19 Jan

speculative. The Board believes that any possibility of Council's decision affecting Troxell's employment is entirely speculative.

In summary, the Board believes that Councilmember Troxell does not have a conflict of interest in participating in the City Council's deliberations and vote with regard to the proposed CSU football stadium. The Board recognizes that the perception of a conflict of interest may exist whenever a councilmember is employed by, or closely associated with, an organization that is strongly interested in proposed legislation. However, the City Charter rules of ethical conduct have been established to distinguish situations where councilmembers and their employers may be affected and concerned about proposed legislation from those situations in which councilmembers themselves may somehow experience some personal gain or loss as result of the Council decision. Under the Charter standards, a conflict of interest would exist in this situation only if the potential personal gain or loss to Troxell was either "foreseeable and measurable" (in the case of a financial interest) or "direct and substantial" (in the case of a personal interest). After analyzing the situation presented by Councilmember Troxell, the Board does not believe that that kind of clear and direct benefit or detriment exists in this case. To recommend that Troxell declare a conflict of interest in this situation would, in the Board's view, establish a very difficult precedent that would require councilmembers to regularly refrain from representing the views of their constituents with regard to proposed legislation even when the potential benefits or repercussions to councilmembers are merely hypothetical or speculative.

This advisory opinion was reviewed and approved by Mayor Karen Weitkunat, and Councilmembers Gino Campana regular members of the Ethics Review Board, and Councilmember Ross Cunniff, the alternate member of the Board. Councilmember Cunniff participated in the deliberations and decision of the Board because Councilmember and Ethics Review Board member Lisa Poppaw was not available to participate. Pursuant to Section 2-569(e) of the City Code, this opinion and recommendation is to be immediately filed with the City Clerk and made available for public inspection. Additionally, this opinion shall be considered by the City Council at its adjourned meeting on November 25, 2014.

Dated this 18th day of November, 2014.

Carrie M. Daggett, Interim City Attorney

interest and refrain from voting on, attempting to influence, or otherwise participating in such decision in any manner as a Councilmember. Under the Charter, the following definitions apply:

a. "Financial Interest"

A "financial interest" is defined under the Charter as "any interest equated with money or its equivalent." The Charter expressly excludes from the definition of "financial interest" the interest that a Councilmember has as an employee of a business where the Council decision may financially benefit or otherwise affect the business but entails no "foreseeable, measurable financial benefit" to the Councilmember.

In reviewing the facts of this situation, it is likely that the Council's deliberations and actions with regard to the CSU football stadium will "affect" the University, since, at a minimum, the University will have difficulty moving forward with any stadium project without some degree of cooperation and coordination with the City. There is no indication, however, that Troxell, as an individual, will receive any "foreseeable, measurable financial benefit" as a result of the Council decision(s), as no evidence has been presented to the effect that Troxell's salary or other compensation will be changed or discontinued as a result of the Council's decision related to the CSU football stadium. Therefore, the Board believes that Troxell does not have a financial interest in the Council's actions related to the CSU football stadium.

b. "Personal Interest"

The next inquiry is whether Troxell has a "personal interest" under the Charter. The Charter defines a personal interest in relevant part as an interest by reason of which a Councilmember would, in the judgment of a reasonably prudent person, realize or experience some "direct and substantial benefit or detriment different in kind from that experienced by the general public." This benefit or detriment need not be financial in nature, but it must be "direct and substantial." As recently established by the City Council in Ordinance No. 145, 2014, "direct" means "resulting immediately and proximately from the circumstances and not from an intervening cause," and "substantial" means "more than nominal in value, degree, amount or extent."

Clearly, Troxell is differently situated with regard to this matter than are the members of the general public because of his employment with the University. The question is whether, because of his status as an employee, he might realize any *"direct and substantial benefit or detriment"* by reason of Council's decision related to the CSU football stadium. Again, there is no indication that Troxell's position of employment or the amount of his compensation would be affected by his vote or Council's decision or actions with regard to the proposed football stadium. In fact, Troxell's status as a tenured member of the academic faculty indicates to the contrary, that is, that there could be no job related ramifications based upon the manner in which Troxell votes with regard to these upcoming Council decisions. Moreover, the Charter standard requires that the potential benefit or detriment to Troxell be "direct and substantial" and not merely indirect or

**2014 -1**
**OPINION OF THE ETHICS REVIEW BOARD**
**OF THE CITY COUNCIL OF THE CITY OF FORT COLLINS**

November 18, 2014

The City Council Ethics Review Board ("the Board") met on November 18, 2014, to render an advisory opinion on a question submitted to the Board by Councilmember Wade Troxell. The question presented is whether Councilmember Troxell ("Troxell") would have a conflict of interest in continuing to participate in Council discussions and, ultimately, Council's vote, regarding the proposed new Colorado State University ("CSU" or the "University") football stadium. The question arises because Troxell is employed by CSU as a tenured faculty member in the University's Department of Mechanical Engineering.

**Factual Summary.**

University officials have been considering development of a possible new football stadium, and the Board of Governors of the CSU System is expected to consider four options for moving forward at its meeting in early December. In light of potential impacts to the City and its citizens of a new stadium, City Council has directed staff to analyze the expected impacts and to present a resolution expressing the Council's position related to the stadium for Council consideration at the December 2, 2014, Council meeting.

Councilmember Troxell is a tenured member of the academic faculty at CSU, and as a result he enjoys a high degree of protection from adverse employment decisions. He is currently the Associate Dean for Research and Economic Development in CSU's College of Engineering and has served in that capacity for ten years. His responsibilities in that position relate to the research, graduate education, distance education and economic development initiatives of the College of Engineering, which is an academic unit of the University, and not to the administration of the greater University or University facilities or auxiliary enterprises of the University, such as athletic programs. Councilmember Troxell has indicated that as a tenured faculty member he will not be subject to dismissal and his employment with the University will not be advantaged or disadvantaged in any way, as a result of his actions on Council related to the proposed football stadium.

The question presented for the Board, is whether, under these facts, Troxell's employment with CSU creates a conflict of interest under the City Charter that would prevent Troxell from participating in Council's discussion and vote related to the proposed CSU football stadium. The Board is of the opinion that Troxell does not have a conflict of interest in this matter under the relevant provisions of the City Charter, as explained below.

**Application of City Charter Provisions.**

The determination of this question is governed by the City's local conflict of interest provisions, as contained in Art. IV, Sec. 9 of the City Charter (the "Charter"). These provisions require that any Councilmember who has a financial or personal interest in a decision of the Council disclose such

RESOLUTION 2014-107
OF THE COUNCIL OF THE CITY OF FORT COLLINS
ACCEPTING ADVISORY OPINION AND RECOMMENDATION NO. 2014-01
OF THE ETHICS REVIEW BOARD

WHEREAS, the City Council has established an Ethics Review Board (the "Board") consisting of designated members of the City Council; and

WHEREAS, the Board is empowered under Section 2-569 of the City Code to render advisory opinions and recommendations regarding actual or hypothetical situations of Councilmembers or board and commission members of the City; and

WHEREAS, the Ethics Review Board met on November 18, 2014, to consider whether Councilmember Troxell's position as a tenured faculty member in the mechanical engineering department at Colorado State University ("CSU") limits his participation as a City Council member representing District 4 in any discussion and any vote related to a CSU stadium; and

WHEREAS, the Board has issued an advisory opinion with regard to this matter concluding that Councilmember Troxell does not have a conflict of interest with respect to the CSU stadium issue; and

WHEREAS, Section 2-569(e) of the City Code provides that all advisory opinions and recommendations of the Board be placed on the agenda for the next special or regular City Council meeting, at which time the City Council shall determine whether to adopt such opinions and recommendations; and

WHEREAS, the City has reviewed the opinion of the Board and wishes to adopt the same.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS that Opinion No. 2014-01 of the Ethics Review Board, a copy of which is attached hereto and incorporated herein by this reference as Exhibit "A," has been submitted to and reviewed by the City Council, and the Council hereby adopts the opinion contained therein.

Passed and adopted at an adjourned meeting of the Council of the City of Fort Collins this 25th day of November A.D. 2014.

Karen Weitkunat
Mayor

ATTEST:

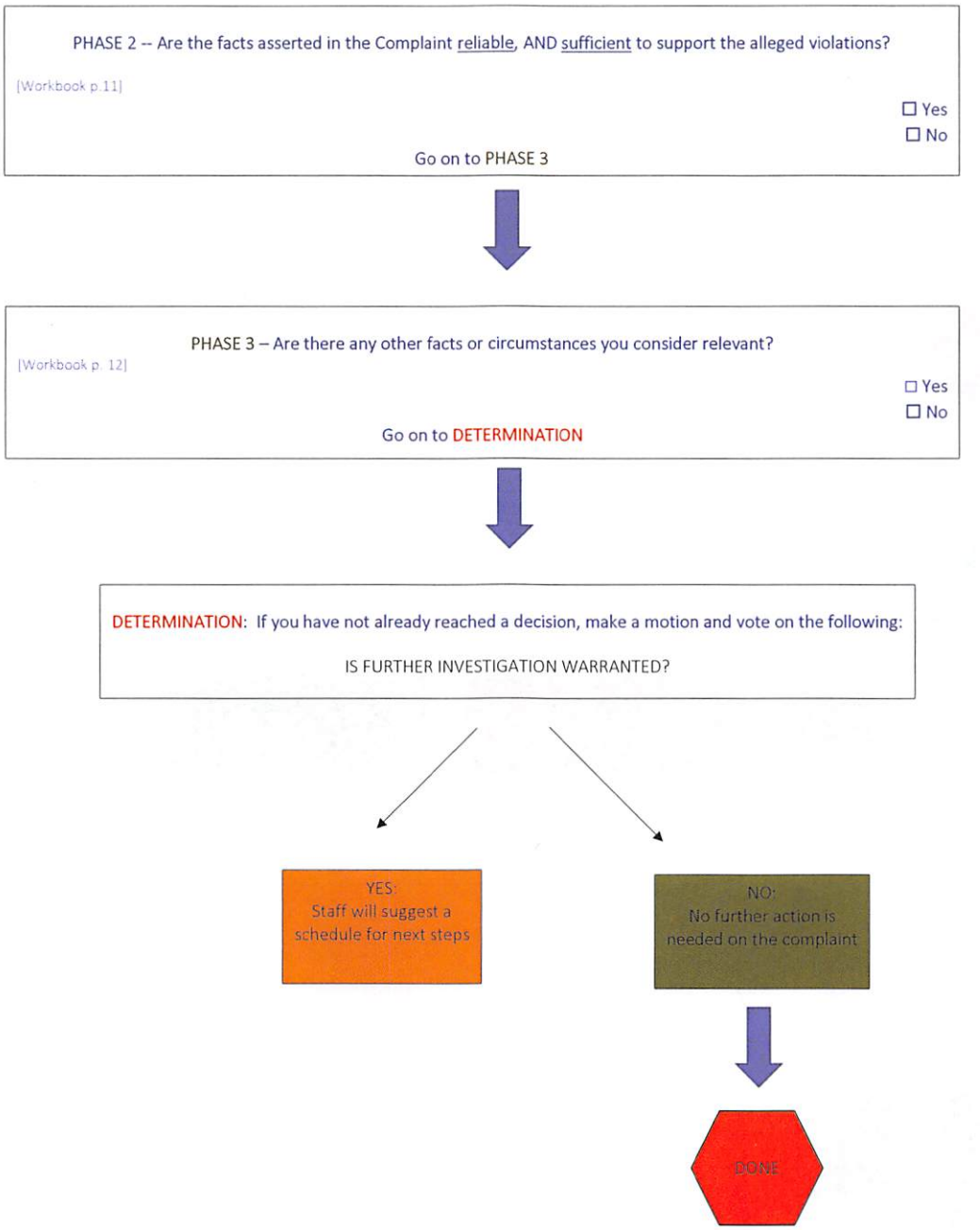
Wanda Nelson
City Clerk

CITY OF FORT COLLINS SEAL COLORADO



EXHIBIT
11

Ethics Review Board Flowchart for November 14, 2019 Complaint Review – Mayor Pro Tem Kristin Stephens



Ethics Review Board Flowchart for November 14, 2019 Complaint Review – Mayor Pro Tem Kristin Stephens

PHASE 1 – Consider whether the allegations in the Complaint, if they are true, would constitute a violation of state or local ethical rules. [Workbook p.1]

Question 1: Assuming the facts in the complaint are true, is Mayor Pro Tem Stephens an officer or employee of the City? [Workbook p.2]

NO: DONE

YES: Go to Question 2

Question 2. Assuming the facts in the complaint are true, does Mayor Pro Tem Stephens have a financial interest in the Hughes Stadium rezoning decision?

Part A: Does Mayor Pro Tem Stephens have an interest in the rezoning equated with money or its equivalent?

NO Go to Question 3

YES: Go to Part B

Part B: Do one of the 8 exceptions in the Code apply to Mayor Pro Tem Stephens's financial interest?

NO, none: Mayor Pro Tem Stephens MAY have a financial interest. Go to Question 3

YES: Mayor Pro Tem Stephens DOES NOT have a financial interest. Go to Question 3

Question 3. Assuming the facts in the complaint are true, does Kristin Stephens have a personal interest in the rezoning decision? [Workbook p.6]

Part A: Does Mayor Pro Tem Stephens have an interest in the rezoning decision (other than a financial interest) that a reasonably prudent person would expect would cause her a benefit or detriment?

YES: Go to Part B

NO: Mayor Pro Tem Stephens DOES NOT have a personal interest. Go to Question 4

Part B: Is the personal benefit or detriment Mayor Pro Tem Stephens would receive direct and substantial? [Workbook p.7]

YES: Go to Part C

Part C: Is the personal benefit or detriment Mayor Pro Tem Stephens would receive different in kind from that experienced by the general public? [Workbook p.8]

YES: Go to Part D

Part D: Does Mayor Pro Tem Stephens's personal interest fall within one of the exceptions to the definition of *"Personal interest"*?

NO, none: Mayor Pro Tem Stephens MAY have a personal interest. Go to Question 4

YES: Mayor Pro Tem Stephens DOES NOT have a personal interest Go to Question 4.

Question 4. Do the facts alleged constitute a violation? [Workbook p. 10]

If you ended up in GREEN boxes on BOTH Questions 2 and 3, the answer is NO and you are done.

If you ended up in an ORANGE box on EITHER Question, go on to PHASE 2 on back

EXHIBIT 10

## PHASE 3 – Are there any other facts or circumstances the Board considers relevant?

If there is additional information available or presented to the Board that leads you to conclude that the Complaint does not merit further investigation, identify that information and explain how it affects the Board's decision on whether further investigation is warranted.

| Information: | Source: | Effect on Determination: |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

After completing review of all the factors, if the Board has not already made a determination, the Board should make a motion and vote on whether it has determined that further investigation is warranted, and explain the reasoning for its decision.

IS FURTHER INVESTIGATION WARRANTED?

☐ Yes → Staff will suggest a schedule for next steps
☐ No → No further action is needed on the Complaint.

| Reasons for decision: |
|---|
| |

## PHASE 2 – Consider whether the facts asserted in the Complaint are reliable, and sufficient to support the alleged violations.

If the Board determines that there may have been a violation, then the Board will need to evaluate the facts asserted in the Complaint.

- In Phase 1 you had to assume the facts in the Complaint were true. Now you will consider the merit of the facts in the Complaint.
- The Board may know information that contradicts the facts that were asserted in the Complaint, or there may not be enough information in the Complaint for you to form a reasonable suspicion that the violation alleged in the Complaint occurred.

1. Do you find that the facts asserted in the Complaint are **reliable**?

☐ Yes
☐ No

AND

2. Do you find that the facts asserted in the Complaint are **sufficient** enough to support the allegation that there was a violation?

☐ Yes
☐ No

| NOTES: |
| --- |
| |

Go to **Phase 3 on Page 12**

Question 4. Do the facts alleged constitute a violation?

- Did you conclude on Page 5 that Mayor Pro Tem Stephens may have a financial interest in the rezoning decision in light of her employment relationship with CSU?

  ☐ YES

  ☐ NO

- Did you conclude on Page 9 that Mayor Pro Tem Stephens may have a personal interest in the rezoning decision in light of her employment relationship with CSU?

  ☐ YES

  ☐ NO

If NO to both, you are done. The facts alleged do not constitute a violation.

If YES to either one, go on to **PHASE 2 on page 11**.

Part D: Does Mayor Pro Tem Stephens's personal interest resulting from her employment relationship with CSU fall within one of these exceptions to the definition of "*Personal interest*"?

| | |
|---|---|
| (1) the interest that an officer has as a member of a board, commission, committee, or authority of another governmental entity or of a nonprofit corporation or association or of an educational, religious, charitable, fraternal, or civic organization; | ☐ Yes<br>☐ No |
| (2) the interest that an officer has in the receipt of public services when such services are provided by the City on the same terms and conditions to all similarly situated citizens; or | ☐ Yes<br>☐ No |
| (3) the interest that an officer or employee has in the compensation, benefits, or terms and conditions of his or her employment with the city. | ☐ Yes<br>☐ No |

Similarly situated means...

☐ If NO to all three exceptions, Mayor Pro Tem Stephens **may have a personal interest** resulting from her employment relationship with CSU.

Go to **Page 10**.

☐ If YES to any of the exceptions, Mayor Pro Tem Stephens **does not have a personal interest** resulting from her employment relationship with CSU.

Go to **Page 10**

Part C: Is the personal benefit or detriment Mayor Pro Tem Stephens would receive resulting from her employment relationship with CSU different in kind from that experienced by the general public?

*Different in kind from that experienced by the general public* means of a different type or nature not shared by the public generally and that is not merely different in degree from that experienced by the public generally.

☐ NO: Then Mayor Pro Tem Stephens **does not have a personal interest** resulting from her employment relationship with CSU. Go to **Page 10**.

☐ YES: Mayor Pro Tem Stephens may have a personal interest resulting from her employment relationship with CSU.

Go to **Page 9** (Allowable Exceptions.)

Part B: Is the personal benefit or detriment Mayor Pro Tem Stephens would receive resulting from her employment relationship with CSU direct and substantial?

*Direct* means resulting immediately and proximately from the circumstances and not from an intervening cause.

*Substantial* means more than nominal in value, degree, amount or extent.

☐ NO: Then Mayor Pro Tem Stephens **does not have a personal interest** resulting from her employment relationship with CSU. Go to **Page 10**.

☐ YES: Go to **Page 8** for additional analysis.

Question 3. Assuming the facts in the complaint are true, does Mayor Pro Tem Stephens have a personal interest in the Hughes Stadium rezoning decision resulting from her employment relationship with CSU?

*Personal interest* means any interest (other than a financial interest) by reason of which an officer or employee would, in the judgment of a reasonably prudent person, realize or experience some direct and substantial benefit or detriment different in kind from that experienced by the general public.

Part A: Does Mayor Pro Tem Stephens have an interest in the rezoning decision resulting from her employment relationship with CSU (other than a financial interest) that a **reasonably prudent person** would expect would cause her a benefit or detriment?

*Benefit* means an advantage or gain.

*Detriment* means disadvantage, injury, damage or loss.

☐ NO: Then Mayor Pro Tem Stephens **does not have a personal** resulting from her employment relationship with CSU. Go to **Page 10**.

☐ YES: Go to **Page 7** to complete additional analysis.

| | |
|---|---|
| (3) an interest as a recipient of public services; | ☐ Yes<br>☐ No |
| (4) an interest as a recipient of a commercially reasonable loan by a lending institution;<br>[Do one of these exceptions apply? -- Continued] | ☐ Yes<br>☐ No |
| (5) an interest as a shareholder in a mutual or common investment fund; | ☐ Yes<br>☐ No |
| (6) an interest as a policyholder in an insurance company, a depositor in a savings association or bank, or a similar interest-holder; | ☐ Yes<br>☐ No |
| (7) an interest as an owner of government-issued securities; or | ☐ Yes<br>☐ No |
| (8) the interest that an officer or employee has in the compensation received from the city for personal services provided to the city as an officer or employee. | ☐ Yes<br>☐ No |

If you answered NO to <u>all</u> of (1) through (8), **Mayor Pro Tem Stephens may have a financial interest** resulting from her employment relationship with CSU.
Go to **Page 6** (Analysis of Personal Interest).

If you answered YES to any one of the above exceptions, **Mayor Pro Tem Stephens does not have a financial interest** resulting from her employment relationship with CSU.
Go to **Page 6** (Analysis of Personal Interest)

Part B: Do one of these 8 exceptions (continued on **Page 5**) apply to Mayor Pro Tem Stephens's financial interest as a result of her employment relationship with CSU?

| | |
|---|---|
| (1) Is Mayor Pro Tem Stephens's interest the interest that an officer, employee or relative has as an employee of a business, or as a holder of an ownership interest in such business, in a decision of any public body, when the decision financially benefits or otherwise affects such business but entails no foreseeable, measurable financial benefit to the officer, employee or relative;<br>(*Business* means a corporation, partnership, sole proprietorship, firm, enterprise, franchise, association, organization, self-employed individual, holding company, joint stock company, receivership, trust, activity or entity.)<br><br>Analysis:<br>Is Mayor Pro Tem Stephens employed by a business (CSU) or have an ownership interest in a business (CSU)?<br><br>AND will the City Council's decision benefit the business (CSU)?<br><br>AND will the decision provide a **foreseeable, measurable financial benefit** to Mayor Pro Tem Stephens as a result of her employment relationship with CSU?<br><br>If you conclude that the decision will benefit a business that employs Mayor Pro Tem Stephens but won't benefit Mayor Pro Tem Stephens, then this exception applies. Check "YES"<br><br>If you conclude *either*: - Mayor Pro Tem Stephens's financial interest is not related to the business that employs her, *or*: - Mayor Pro Tem Stephens (or a relative) will experience a foreseeable, measurable financial benefit, then this exception does NOT apply. Check "NO" | ☐ Yes:<br>☐ No: |
| (2) the interest that an officer, employee or relative has as a **nonsalaried officer or member** of a nonprofit corporation or association or of an educational, religious, charitable, fraternal or civic organization in the holdings of such corporation, association or organization; | ☐ Yes<br>☐ No |

Question 2. Assuming the facts in the complaint are true, does Mayor Pro Tem Stephens have a financial interest in the Hughes Stadium rezoning decision as a result of her employment relationship with CSU?

*Financial interest* means any interest equated with money or its equivalent.

Part A: Does Mayor Pro Tem Stephens have an interest in the rezoning decision resulting from her employment relationship with CSU that is equated with money or its equivalent?

☐ NO: Go to **Page 6** (Analysis of Personal Interest).

☐ YES OR MAYBE: Go to **Page 4** (Allowable Exceptions).

- The Complaint does not allege that any relative of Mayor Pro Tem Stephens has an interest in the decision.

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Question 1: Assuming the facts in the complaint are true, was Mayor Pro Tem Stephens's role in the Hughes Stadium rezoning decision as an officer or employee of the City?

This issue is not disputed. Go to **Page 3**

## PHASE 1 – Consider whether the allegations in the Complaint, if they are true, would constitute a violation of state or local ethical rules.

- The Complaint alleges a violation of Article IV, Section 9 of the City Charter, conflicts of interest:

  "*Interests in other decisions* . Any **officer or employee** who has, or whose relative has, a **financial or personal interest** in any decision of any public body of which he or she is a member or to which he or she makes recommendations, shall, upon discovery thereof, disclose such interest in the official records of the city in the manner prescribed in subsection (4) hereof, and shall refrain from voting on, attempting to influence, or otherwise participating in such decision in any manner as an officer or employee." [Section 9(b)(3) – emphasis added]

- The Complaint alleges that Councilmember Mayor Pro Tem Stephens should have disclosed a conflict of interest and refrained from voting on the Hughes Stadium rezoning ordinance, because she is employed by Colorado State University (CSU)

- The Complaint alleges the following facts in support of an argument that Mayor Pro Tem Stephens has a **financial interest** and a **personal interest** in the rezoning decision:

  (1) Mayor Pro Tem Stephens [is] currently and gainfully employed by Colorado State University. Ms. Stephens is the Graduate Coordinator of the Department of Statistics and Program Assistant II in the Department of Statistics (EXHIBIT 3)*.

  (2) Colorado State University is the owner of a parcel of land located northwest of the intersection of South Overland Trail and Dixon Canyon Road, the former site of the Hughes Stadium.

  (3) The University is attempting to sell this land to a developer (Lennar Homes) via a Purchase Agreement (EXHIBIT 4)*.

  (4) The Purchase Agreement in place specifically states an "Additional Purchase Price" for every housing unit sold on the parcel of land, thus incentivizing CSU to achieve the highest zoning density possible for the developer to gain the highest sale price for said land parcel (EXHIBIT 4 [Section 158])

  (5) The Purchase Agreement in place specifically enumerates a "Preliminary Entitlement Confirmation" that allows the buyer, Lennar Homes, to walk away from the Purchase Agreement as well as be reimbursed for all out-of-pocket expenses incurred during its effort to achieve the minimum number of 600 lots zoned for development on the parcel (EXHIBIT 4 [Section 4d])

  (6) The gainful employment of Ms. Stephens at Colorado State University is based in part on the University's financial health, which causes [her] to have a personal interest in the University's ability to profit from decisions [she makes] while in office.

  **See original Complaint for Exhibits.*

City of Fort Collins

# Ethics Review Board

WORKBOOK FOR NOVEMBER 14, 2019 COMPLAINT REVIEW – MAYOR PRO TEM STEPHENS

DECEMBER 16, 2019

EXHIBIT

9

## 18-8-402. Misuse of official information

(1) Any public servant, in contemplation of official action by himself or by a governmental unit with which he is associated or in reliance on information to which he has access in his official capacity and which has not been made public, commits misuse of official information if he:
(a) Acquires a pecuniary interest in any property, transaction, or enterprise which may be affected by such information or official action; or
(b) Speculates or wagers on the basis of such information or official action; or
(c) Aids, advises, or encourages another to do any of the foregoing with intent to confer on any person a special pecuniary benefit.
(2) Misuse of official information is a class 6 felony.

## 18-8-403. Official oppression

(1) A public servant, while acting or purporting to act in an official capacity or taking advantage of such actual or purported capacity, commits official oppression if, with actual knowledge that his conduct is illegal, he:
(a) Subjects another to arrest, detention, search, seizure, mistreatment, dispossession, assessment, or lien; or
(b) Has legal authority and jurisdiction of any person legally restrained of his liberty and denies the person restrained the reasonable opportunity to consult in private with a licensed attorney-at-law, if there is no danger of imminent escape and the person in custody expresses a desire to consult with such attorney.
(2) Official oppression is a class 2 misdemeanor.

## 18-8-404. First degree official misconduct

(1) A public servant commits first degree official misconduct if, with intent to obtain a benefit for the public servant or another or maliciously to cause harm to another, he or she knowingly:
(a) Commits an act relating to his office but constituting an unauthorized exercise of his official function; or
(b) Refrains from performing a duty imposed upon him by law; or
(c) Violates any statute or lawfully adopted rule or regulation relating to his office.
(2) First degree official misconduct is a class 2 misdemeanor.

## 18-8-405. Second degree official misconduct

(1) A public servant commits second degree official misconduct if he knowingly, arbitrarily, and capriciously:
(a) Refrains from performing a duty imposed upon him by law; or
(b) Violates any statute or lawfully adopted rule or regulation relating to his office.
(2) Second degree official misconduct is a class 1 petty offense.

## 18-8-406. Issuing a false certificate

A person commits a class 6 felony, if, being a public servant authorized by law to make and issue official certificates or other official written instruments, he makes and issues such an instrument containing a statement which he knows to be false.

## 18-8-407. Embezzlement of public property

(1) Every public servant who lawfully or unlawfully comes into possession of any public moneys or public property of whatever description, being the property of the state or of any political subdivision of the state, and who knowingly converts any of such public moneys or property to his own use or to any use other than the public use authorized by law is guilty of embezzlement of public property. Every person convicted under the provisions of this section shall be forever thereafter ineligible and

EXHIBIT
8

## 18-8-302. Bribery

**(1)** A person commits the crime of bribery, if:
**(a)** He offers, confers, or agrees to confer any pecuniary benefit upon a public servant with the intent to influence the public servant's vote, opinion, judgment, exercise of discretion, or other action in his official capacity; or
**(b)** While a public servant, he solicits, accepts, or agrees to accept any pecuniary benefit upon an agreement or understanding that his vote, opinion, judgment, exercise of discretion, or other action as a public servant will thereby be influenced.
**(2)** It is no defense to a prosecution under this section that the person sought to be influenced was not qualified to act in the desired way, whether because he had not yet assumed office, lacked jurisdiction, or for any other reason.
**(3)** Bribery is a class 3 felony.

## 18-8-303. Compensation for past official behavior

**(1)** A person commits a class 6 felony, if he:
**(a)** Solicits, accepts, or agrees to accept any pecuniary benefit as compensation for having, as a public servant, given a decision, opinion, recommendation, or vote favorable to another or for having otherwise exercised a discretion in his favor, whether or not he has in so doing violated his duty; or
**(b)** Offers, confers, or agrees to confer compensation, acceptance of which is prohibited by this section.

## 18-8-304. Soliciting unlawful compensation

A public servant commits a class 2 misdemeanor if he requests a pecuniary benefit for the performance of an official action knowing that he was required to perform that action without compensation or at a level of compensation lower than that requested.

## 18-8-305. Trading in public office

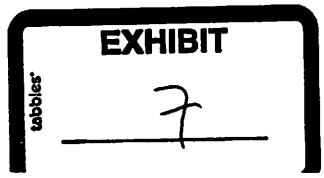
**(1)** A person commits trading in public office if:
(a)He offers, confers, or agrees to confer any pecuniary benefit upon a public servant or party officer upon an agreement or understanding that he or a particular person will or may be appointed to a public office or designated or nominated as a candidate for public office; or
**(b)** While a public servant or party officer, he solicits, accepts, or agrees to accept any pecuniary benefit from another upon an agreement or understanding that a particular person will or may be appointed to a public office or designated or nominated as a candidate for public office.
**(2)** It shall be an affirmative defense that the pecuniary benefit was a customary contribution to political campaign funds solicited and received by lawfully constituted political parties.
**(3)** Trading in public office is a class 1 misdemeanor.

## 18-8-306. Attempt to influence a public servant

Any person who attempts to influence any public servant by means of deceit or by threat of violence or economic reprisal against any person or property, with the intent thereby to alter or affect the public servant's decision, vote, opinion, or action concerning any matter which is to be considered or performed by him or the agency or body of which he is a member, commits a class 4 felony.

## 18-8-307. Designation of supplier prohibited

**(1)** No public servant shall require or direct a bidder or contractor to deal with a particular person in procuring any goods or service required in submitting a bid to or fulfilling a contract with any government.
**(2)** Any provision in invitations to bid or any contract documents prohibited by this section are against public policy and void.



## 24-18-201. Interests in contracts

**(1)** Members of the general assembly, public officers, local government officials, or employees shall not be interested in any contract made by them in their official capacity or by any body, agency, or board of which they are members or employees. A former employee may not, within six months following the termination of his employment, contract or be employed by an employer who contracts with a state agency or any local government involving matters with which he was directly involved during his employment. For purposes of this section, the term:
**(a)** "Be interested in" does not include holding a minority interest in a corporation.
**(b)** "Contract" does not include:
**(I)** Contracts awarded to the lowest responsible bidder based on competitive bidding procedures;
**(II)** Merchandise sold to the highest bidder at public auctions;
**(III)** Investments or deposits in financial institutions which are in the business of loaning or receiving moneys;
**(IV)** A contract with an interested party if, because of geographic restrictions, a local government could not otherwise reasonably afford itself of the subject of the contract. It shall be presumed that a local government could not otherwise reasonably afford itself of the subject of a contract if the additional cost to the local government is greater than ten percent of a contract with an interested party or if the contract is for services that must be performed within a limited time period and no other contractor can provide those services within that time period.
**(V)** A contract with respect to which any member of the general assembly, public officer, local government official, or employee has disclosed a personal interest and has not voted thereon or with respect to which any member of the governing body of a local government has voted thereon in accordance with section 24-18-109 (3)(b) or 31-4-404 (3), C.R.S. Any such disclosure shall be made: To the governing body, for local government officials and employees; in accordance with the rules of the house of representatives and the senate, for members of the general assembly; and to the secretary of state, for all others.

## 24-18-202. Interest in sales or purchases

Public officers and local government officials shall not be purchasers at any sale or vendors at any purchase made by them in their official capacity.

## 24-18-203. Voidable contracts

Every contract made in violation of any of the provisions of section 24-18-201 or 24-18-202 shall be voidable at the instance of any party to the contract except the officer interested therein.

## 24-18-204. Dealings in warrants and other claims prohibited

State officers, county officers, city and county officers, city officers, and town officers, as well as all other local government officials, and their deputies and clerks, are prohibited from purchasing or selling or in any manner receiving to their own use or benefit or to the use or benefit of any person or persons whatever any state, county, city and county, city, or town warrants, scrip, orders, demands, claims, or other evidences of indebtedness against the state or any county, city and county, city, or town thereof except evidences of indebtedness issued to or held by them for services rendered as such officer, deputy, or clerk, and evidences of the funded indebtedness of such state, county, city and county, city, or town.

EXHIBIT
tabbies
6

with the provisions of section 3 of article XXIX of the state constitution that are reported pursuant to section 24-6-203 (3)(d);
**(h)** Payment of salary from employment, including other government employment, in addition to that earned from being a member of the general assembly or by reason of service in other public office;
**(i)** A component of the compensation paid or other incentive given to the public officer, member of the general assembly, local government official, or employee in the normal course of employment; and
**(j)** Any other gift or thing of value a public officer, member of the general assembly, local government official, or employee is permitted to solicit, accept, or receive in accordance with the provisions of section 3 of article XXIX of the state constitution, the acceptance of which is not otherwise prohibited by law.
**(4)** The provisions of this section are distinct from and in addition to the reporting requirements of section 1-45-108, C.R.S., and section 24-6-203, and do not relieve an incumbent in or elected candidate to public office from reporting an item described in subsection (3) of this section, if such reporting provisions apply.
**(5)** The amount of the gift limit specified in paragraph (b.5) of subsection (3) of this section, set at fifty-three dollars as of August 8, 2012, shall be identical to the amount of the gift limit under section 3 of article XXIX of the state constitution, and shall be adjusted for inflation contemporaneously with any adjustment of the constitutional gift limit pursuant to section 3 (6) of article XXIX.

## 24-18-105. Ethical principles for public officers, local government officials, and employees

**(1)** The principles in this section are intended as guides to conduct and do not constitute violations as such of the public trust of office or employment in state or local government.
**(2)** A public officer, a local government official, or an employee should not acquire or hold an interest in any business or undertaking which he has reason to believe may be directly and substantially affected to its economic benefit by official action to be taken by an agency over which he has substantive authority.
**(3)** A public officer, a local government official, or an employee should not, within six months following the termination of his office or employment, obtain employment in which he will take direct advantage, unavailable to others, of matters with which he was directly involved during his term of employment. These matters include rules, other than rules of general application, which he actively helped to formulate and applications, claims, or contested cases in the consideration of which he was an active participant.
**(4)** A public officer, a local government official, or an employee should not perform an official act directly and substantially affecting a business or other undertaking to its economic detriment when he has a substantial financial interest in a competing firm or undertaking.
**(5)** Public officers, local government officials, and employees are discouraged from assisting or enabling members of their immediate family in obtaining employment, a gift of substantial value, or an economic benefit tantamount to a gift of substantial value from a person whom the officer, official, or employee is in a position to reward with official action or has rewarded with official action in the past.

## 24-18-101. Legislative declaration

The general assembly recognizes the importance of the participation of the citizens of this state in all levels of government in the state. The general assembly further recognizes that, when citizens of this state obtain public office, conflicts may arise between the public duty of such a citizen and his or her private interest. The general assembly hereby declares that the prescription of some standards of conduct common to those citizens involved with government is beneficial to all residents of the state. The provisions of this part 1 recognize that some actions are conflicts per se between public duty and private interest while other actions may or may not pose such conflicts depending upon the surrounding circumstances.

## 24-18-102. Definitions

As used in this part 1, unless the context otherwise requires:
(1) "Business" means any corporation, limited liability company, partnership, sole proprietorship, trust or foundation, or other individual or organization carrying on a business, whether or not operated for profit.
(2) "Compensation" means any money, thing of value, or economic benefit conferred on or received by any person in return for services rendered or to be rendered by himself or another.
(3) "Employee" means any temporary or permanent employee of a state agency or any local government, except a member of the general assembly and an employee under contract to the state.
(4) "Financial interest" means a substantial interest held by an individual which is:
(a) An ownership interest in a business;
(b) A creditor interest in an insolvent business;
(c) An employment or a prospective employment for which negotiations have begun;
(d) An ownership interest in real or personal property;
(e) A loan or any other debtor interest; or
(f) A directorship or officership in a business.
(5) "Local government" means the government of any county, city and county, city, town, special district, or school district.
(6) "Local government official" means an elected or appointed official of a local government but does not include an employee of a local government.
(7) "Official act" or "official action" means any vote, decision, recommendation, approval, disapproval, or other action, including inaction, which involves the use of discretionary authority.
(8) "Public officer" means any elected officer, the head of a principal department of the executive branch, and any other state officer. "Public officer" does not include a member of the general assembly, a member of the judiciary, any local government official, or any member of a board, commission, council, or committee who receives no compensation other than a per diem allowance or necessary and reasonable expenses.
(9) "State agency" means the state; the general assembly and its committees; every executive department, board, commission, committee, bureau, and office; every state institution of higher education, whether established by the state constitution or by law, and every governing board thereof; and every independent commission and other political subdivision of the state government except the courts.

## 24-18-103. Public trust - breach of fiduciary duty

(1) The holding of public office or employment is a public trust, created by the confidence which the electorate reposes in the integrity of public officers, members of the general assembly, local government officials, and employees. A public officer, member of the general assembly, local government official, or employee shall carry out his duties for the benefit of the people of the state.
(2) A public officer, member of the general assembly, local government official, or employee whose conduct departs from his fiduciary duty is liable to the people of the state as a trustee of property and shall suffer such other liabilities as a private fiduciary would suffer for abuse of his trust. The district attorney of the district where the trust is violated may bring appropriate judicial proceedings on behalf

EXHIBIT
5

employee who has filed a statement of conflict of interest with the City Clerk under Article IV, Section 9 of the Charter, or who has been determined by the City Council under the provisions of Subparagraph g. below to have a conflict of interest, shall knowingly elicit, accept or inspect any confidential information pertaining to the subject matter of such conflict of interest, nor shall any such officer or employee attend or participate in an executive session of the City Council, or of a Council committee or board or commission of the City, pertaining to said subject matter.

g. The City Council may determine that a Councilmember shall not receive confidential information or attend executive sessions on a particular topic if the City Council first determines that said Councilmember has a conflict of interest in the subject matter of such confidential information and/or executive session. Any such determination by the City Council shall be made only after the City Council has received an advisory opinion and recommendation of the Ethics Review Board on the question, rendered in accordance with the provisions of § 2-569.

(2) With respect to any matter regarding which a Councilmember has declared a conflict of interest, said Councilmember is prohibited from discussing with, or otherwise attempting in any capacity to influence, directly or indirectly, any City officer or employee, and from representing any person or interest before the City Council or any board of commission of the City or in dealing with any City officer or employee, except that such Councilmember may represent with any City employee or before the City Council or a board or commission of the City his or her own interest or that of a relative provided said Councilmember does not violate Section 2-568(c)(5) or (c)(6).

(3) In any action in which a member of a City board or commission member ("member") declares a conflict of interest, such member shall not communicate to or attempt to influence such board or commission regarding such item, in any capacity, except that:

a. the member may communicate with said board or commission to protect a strictly personal interest, in the same or similar ways in which the public is permitted to communicate with the board or commission.

b. the member may prepare materials on behalf of another for a project in the normal course of business or operation, so long as the purpose of those materials is not directly and substantially related to advocacy before said member's board or commission. Those materials may be included in materials submitted by another to said member's board or commission so long as they fall within this exception. For illustrative purposes, such materials may include, but are not necessarily limited to architectural plans, technical studies, and engineering designs.

c. if a member has declared a conflict of interest in a matter in accordance with the City Charter and Code and so is precluded from participating in or influencing the decision of his or her board or commission, he or she may request a variance from the limitations of this subsection from the City Council in the following circumstances, and in the following manner:

1. The member must submit a request for a variance to the City Clerk on a form provided by the City Clerk for such purpose.

2. The member must demonstrate that without the variance, he or she would suffer an exceptional hardship, and that no reasonable alternative exists that would allow for that hardship to be avoided or substantially mitigated;

3. The City Council must act by resolution to approve or disapprove the requested variance.

d. This limitation does not apply to other members, partners, or other parties of the member's or firm or entity, who may continue to work on the project and may advocate to such member's board or commission, provided that the member has declared the conflict and refrains from participating in the matter consistent with the application limitations.

(4) All officers and employees shall refrain from accepting payment for any speeches, debates or other public

affect the value of such policy, deposit or similar interest;

g. the interest that an officer, employee or relative has as an owner of government-issued securities unless the discretionary act of such owner, as an officer or employee, could immediately, definitely and measurably affect the value of such securities; or

h. the interest that an officer or employee has in the compensation received from the city for personal services provided to the city as an officer or employee.

(10) *Officer* or *employee* shall mean any person holding a position by election, appointment or employment in the service of the City, whether part-time or full-time, including any member of the City Council and any member of any authority, board, committee or commission of the City, other than an authority that is:

a. Established under the provisions of the Colorado Revised Statutes;

b. Governed by state statutory rules of ethical conduct; and

c. Expressly exempted from the provisions of Article IV of the City Charter by ordinance of the City Council.

(11) *Personal interest* shall have the meaning given to this term in Section 9(a) of the Charter Article IV, which states:

*Personal interest* means any interest (other than a financial interest) by reason of which an officer or employee, or a relative of such officer or employee, would, in the judgment of a reasonably prudent person, realize or experience some direct and substantial benefit or detriment different in kind from that experienced by the general public. Personal interest shall not include:

a. the interest that an officer, employee or relative has as a member of a board, commission, committee, or authority of another governmental entity or of a nonprofit corporation or association or of an educational, religious, charitable, fraternal, or civic organization;

b. the interest that an officer, employee or relative has in the receipt of public services when such services are generally provided by the city on the same terms and conditions to all similarly situated citizens; or

c. the interest that an officer or employee has in the compensation, benefits, or terms and conditions of his or her employment with the city.

(12) *Public body* shall have the meaning given to this term in Section 9(a) of Charter Article IV, which states:

*Public body* means the Council or any authority, board, committee, commission, service area, department or office of the city.

(13) *Public services* shall mean city services provided to or made available for the public's benefit.

(14) *Related entity* shall mean any corporation, limited liability company, partnership, sole proprietorship, joint venture, trust, estate, foundation, association, business, company or any other organization, whether or not operated for profit, with respect to which an officer or employee, or a relative of the same, has a substantial ownership interest in, is employed by, is an agent for or otherwise represents in any legal capacity.

(15) *Relative* shall have the meaning given to this word in Section 9(a) of Charter Article IV, which states:

*Relative* means the spouse or minor child of the officer or employee, any person claimed by the officer or employee as a dependent for income tax purposes, or any person residing in and sharing with the officer or employee the expenses of the household.

(16) *Routine City matter* shall mean a usual and ordinary registration, reservation, or other request or application, within a program or for public services or City approval, such as a registration for a recreation class, reservation of a park shelter, request for standard utility services or application for a building permit, development approval or variance, or an appeal, provided that the same is carried out using a routine process or system or in a manner consistent with standard practices.

authority in his or her role as a city officer or employee over the services to be rendered to the city.

(2) *Purchases from the city*. No officer, employee or relative shall, directly or indirectly, purchase any real or personal property from the city, except such property as is offered for sale at an established price, and not by bid or auction, on the same terms and conditions as to all members of the general public.

(3) *Interests in other decisions*. Any officer or employee who has, or whose relative has, a financial or personal interest in any decision of any public body of which he or she is a member or to which he or she makes recommendations, shall, upon discovery thereof, disclose such interest in the official records of the city in the manner prescribed in subsection (4) hereof, and shall refrain from voting on, attempting to influence, or otherwise participating in such decision in any manner as an officer or employee.

(4) *Disclosure procedure*. If any officer or employee has any financial or personal interest requiring disclosure under subsection (3) of this section, such person shall immediately upon discovery thereof declare such interest by delivering a written statement to the City Clerk, with copies to the City Manager and, if applicable, to the chairperson of the public body of which such person is a member, which statement shall contain the name of the officer or employee, the office or position held with the city by such person, and the nature of the interest. If said officer or employee shall discover such financial or personal interest during the course of a meeting or in such other circumstance as to render it practically impossible to deliver such written statement prior to action upon the matter in question, said officer or employee shall immediately declare such interest by giving oral notice to all present, including a description of the nature of the interest.

(5) *Violations*. Any contract made in violation of this Section shall be voidable by the city. If voided within one (1) year of the date of execution thereof, the party obtaining payment by reason of such contract shall, if required by the city, forthwith return to the city all or any designated portion of the monies received by such individual from the city by reason of said contract, together with interest at the lawful maximum rate for interest on judgments.

(Res. No. 71-12, 2-11-71, approved, election 4-6-71; Ord. No. 155, 1988, 12-20-88, approved, election 3-7-89; Ord. No. 10, 1997, § 1, 2-4-97, approved, election 4-8-97; Ord. No. 22, 2001, § 2, 2-20-01, approved, election 4-3-01; Ord. No. 003, 2017, § 2, 1-17-17, approved, election 4-4-17)

Section 9. - Conflicts of interest.

(a) *Definitions*. For purposes of construction of this Section 9, the following words and phrases shall have the following meanings:

*Business* means a corporation, partnership, sole proprietorship, firm, enterprise, franchise, association, organization, self-employed individual, holding company, joint stock company, receivership, trust, activity or entity.

*Financial interest* means any interest equated with money or its equivalent. *Financial interest* shall not include:

(1) the interest that an officer, employee or relative has as an employee of a business, or as a holder of an ownership interest in such business, in a decision of any public body, when the decision financially benefits or otherwise affects such business but entails no foreseeable, measurable financial benefit to the officer, employee or relative;

(2) the interest that an officer, employee or relative has as a nonsalaried officer or member of a nonprofit corporation or association or of an educational, religious, charitable, fraternal or civic organization in the holdings of such corporation, association or organization;

(3) the interest that an officer, employee or relative has as a recipient of public services when such services are generally provided by the city on the same terms and conditions to all similarly situated citizens, regardless of whether such recipient is an officer, employee or relative;

(4) the interest that an officer, employee or relative has as a recipient of a commercially reasonable loan made in the ordinary course of business by a lending institution, in such lending institution;

(5) the interest that an officer, employee or relative has as a shareholder in a mutual or common investment fund in the holdings of such fund unless the shareholder actively participates in the management of such fund;

(6) the interest that an officer, employee or relative has as a policyholder in an insurance company, a depositor in a duly established savings association or bank, or a similar interest-holder, unless the discretionary act of such person, as an officer or employee, could immediately, definitely and measurably affect the value of such policy, deposit or similar interest;

(7) the interest that an officer, employee or relative has as an owner of government-issued securities unless the discretionary act of such owner, as an officer or employee, could immediately, definitely and measurably affect the value of such securities; or

(8) the interest that an officer or employee has in the compensation received from the city for personal services provided to the city as an officer or employee.

EXHIBIT 3

(Ord. No. 112, 1989, § 1, 8-1-89; Ord. No. 17, 1993, 2-16-93; Ord. No. 64, 1993, 7-20-93; Ord. 132, 2001, § 2, 9-18-01; Ord. No. 110, 2002, §§ 1—3, 8-20-02; Ord. No. 144, 2014, 11-4-14 ; Ord. No. 102, 2019 , § 2, 9-3-19)

consider and take action on the opinion and recommendation; and (ii) the City Council and City staff shall, upon request by the alternate Review Board, make available to such Board all information in the possession of the city that is relevant to the Board's investigation, including, without limitation, tape recordings of any relevant executive sessions, unless the release of said information is prohibited by state or federal law; and, in reviewing and discussing such information, the Board shall abide by any local, state or federal confidentiality requirements that might limit or prohibit the release of such information to third parties.

(2) *City Council inquiries.* Any Councilmember may present directly to the Review Board any inquiry regarding the application of ethical rules of conduct under state statute or the Charter or Code to any actual or hypothetical situation of a Councilmember or board and commission member.

(e) In performing its review and investigation of any complaint or inquiry submitted in accordance with Subsection (d) hereof, the Review Board shall afford all affected Councilmembers or board and commission members an opportunity to present their interpretations of the facts at issue and of the applicable provisions of law before rendering its opinion and recommendation. The Review Board may also request such additional materials or information from City staff or members of the public which it considers reasonably necessary or helpful to its deliberations. In addition, in the case of a complaint, the Review Board shall have the power to compel by subpoena the attendance and testimony of witnesses and the production of such documents as the Review Board may consider necessary to its investigation. After investigation, the Review Board shall forthwith issue an advisory opinion and recommendation to the City Council, which shall immediately thereafter be filed with the City Clerk and be available for public inspection. Said opinion and recommendation shall be submitted to city Council at a regular City Council meeting, at which time the City Council shall determine whether to adopt the same. Any whose conduct or circumstance is the subject of the opinion shall refrain from participating in any deliberations of the City Council regarding the opinion.

(f) The City Attorney shall provide legal advice to the Review Board and shall prepare and execute all advisory opinions and recommendations of the review board.

(g) Compliance with the applicable provisions of the Charter and Code and the provisions of state law, as well as decisions regarding the existence or nonexistence of conflicts of interest and the appropriate actions to be taken in relation thereto, shall be the responsibility of each individual Councilmember or board and commission member, except as provided in Subparagraph 2-568(c)(1)(g). An opinion adopted by the City Council under Subsection (e) of this Section shall constitute an affirmative defense to any civil or criminal action or any other sanction against a Councilmember or board or commission member acting in reliance thereon.

such meeting, the time for meeting shall be extended by fourteen (14) calendar days. All Councilmembers or board and commission members named in the complaint, as well as the complainant, shall be given written notice of such meeting at least three (3) working days prior to the meeting. A notice of the complaint, including the identity of the complainant shall be posted along with the meeting notice.

b. Upon receipt of any such complaint, the Review Board shall, after consultation with the City Attorney, decide by majority vote whether to formally investigate the complaint. In making such determination, the Review Board shall consider the following: (1) whether the allegations in the complaint, if true, would constitute a violation of state or local ethical rules; (2) the reliability and sufficiency of any facts asserted in support of the allegations; and (3) any other facts or circumstances that the Review Board may consider relevant. If the Review Board determines that the complaint does not warrant investigation, the Review Board shall send written notice to the complainant of its determination and the reasoning behind that determination, and shall provide a copy of such notice, together with a copy of the complaint, to all Councilmembers or board or commission members named in the complaint, as well as the City Council.

c. In the event that a complaint is filed with the City Clerk under the provisions of this Subsection which alleges a violation on the part of two (2) or more members of the Review Board (including the alternate), such complaint shall not be referred to the regular Review Board for review but shall instead be submitted to an alternate Review Board consisting of all remaining Councilmembers who are not named in the complaint; provided, however, that if five (5) or more Councilmembers are named in the complaint, the alternate Review Board shall also include as many members of City boards and commissions as are necessary to constitute a seven-member board. Said Board and commission members shall be selected at random by the City Clerk within ten (10) working days of the date upon which the complaint is filed with the City Clerk. Any board and commission members selected by the City Clerk who elect not to serve on the alternate Review Board shall immediately so notify the City Clerk, who shall thereafter select as many additional board and commission members as are necessary to constitute the seven-member alternate Review Board. The procedures utilized by the alternate Review Board for reviewing and investigating the complaint and rendering an advisory opinion and recommendation shall be as provided in Subsections (b) and (e) of this Section, except that: (i) the opinion and recommendation of such Board shall be final and shall not be submitted to the City Council for review or adoption by the City Council unless at least three (3) Councilmembers remain available to

Sec. 2-569. - Board of ethics.

(a) In order to assist the Councilmembers and board and commission members in interpreting and applying the definitions, rules and procedures pertaining to ethics established by the Charter and Code and by the applicable provisions of state statute, there is hereby created a Board of the City to be known as the Ethics Review Board, hereafter referred to in this Division as the "Review Board."

(b) The Review Board shall consist of three (3) Councilmembers elected by the City Council, one (1) of whom shall be elected by the Review Board to serve as a chairperson. One (1) alternate shall also be appointed by the City Council to serve in the event that a regular member of the Review Board is unavailable or in the event that any particular complaint or inquiry is directed towards a member of the Review Board.

(c) Subject to the provisions of Subsection (d) below, the duties and responsibilities of the Review Board shall be as follows:

(1) To review and investigate complaints of unethical conduct filed against Councilmembers or board and commission members by any person;

(2) To review and investigate actual or hypothetical situations involving potential conflicts of interest presented by individual Councilmembers or board and commission members;

(3) After review and investigation, to render advisory opinions or interpretations pertaining to such complaints or inquiries under the relevant provisions of the Charter and Code and the applicable provisions of state law, if any, and to make written recommendations to the City Council and any affected board or commission concerning the same; and

(4) To propose any revisions to the provisions of the Charter or Code or other regulations, rules or policies of the City pertaining to ethical conduct as the Review Board may deem necessary and appropriate in the best interests of the City.

(d) Complaints and inquiries shall be submitted to the Review Board only according to the following procedures:

(1) *Complaints.*

a. Any person who believes that a Councilmember or board and commission member has violated any provision of state law or the Charter or Code pertaining to ethical conduct may file a complaint with the City Clerk, who shall immediately notify the chairperson of the Review Board, the Councilmembers or board and commission members named in the complaint and the City Council. The complaint shall be promptly scheduled for consideration by the Review Board as soon as reasonably practicable. No more than thirty (30) working days after the date of filing of the complaint, the Review Board shall meet and consider the complaint. In the event extenuating circumstances arise in the scheduling and preparation for

EXHIBIT
2

departments in the US. Colorado State University is accredited by the Higher Learning Commission and a member of the North Central Association of Colleges and Schools.

## Master of Science (MS) in Statistics

### Areas of Study

- Statistics

### Next Steps

- Contact your department representative or request more program information.
- Check out department requirements and resources from your department's website.
- When you're ready to take the leap, start your application.

### Requirements

Coursework, credit requirements, and more information is available in the Colorado State University general catalog. Please contact your department representative with program-related questions.

### Financial Aid

- Financial aid resources available through the Office of Financial Aid website.
- Your department may have financial aid options available and please check our financial resource section for additional opportunities.

Home » **Statistics (M.S.)**

# Statistics (M.S.)

## Program Information

STAT-MS

GRE Required

102 Statistics Building

F Jay Breidt
*Department Head*

Kristin Stephens
*Admissions Contact*

(970) 491-5269
stats@stat.colostate.edu

Kristin Stephens
*Academic Contact*

(970) 491-5269
kristin.stephens@colostate.edu

## Overview

The Department of Statistics at CSU consistently ranks in the top 50 statistics

- CSU, Department of Mathematics and Statistics, administration of National Science Foundation Grant funding,
- Executive Director, Youth Orchestra of the Rockies
- Management experience at the Stone Lion, Barnes and Noble, and CSU Bookstores.

**Over 20 years volunteering in the Community**

- Mother Center of Fort Collins – member of steering committee, fundraising coordinator, budget, grant writing
- City of Fort Collins Women's commission – co-chair responsible for planning and accountability
- Religious Education teacher at St. Joseph Catholic Church
- Meals on Wheels Driver
- Friendship Family – Office of International Students CSU
- Larimer County Intergrated Family Enhancement Board
- City of Fort Collins Community Development Block Grant Commission-worked on the city's Affordable Housing Strategic Plan
- 4-H organizational club leader

**Awards and Achievements**

- Colorado State University Outstanding Achievement Award
- 4-H Gold Clover Award
- 2017 Woman of Vision Award

Kristin and her family have lived in the Rossborough neighborhood in southwest Fort Collins for over 20 years. Kristin is a graduate of CSU, a mother of three and a long time leader in the Fort Collins volunteer community. Kristin has worked with our schools, city, and non-profits to improve the lives of families in Fort Collins.

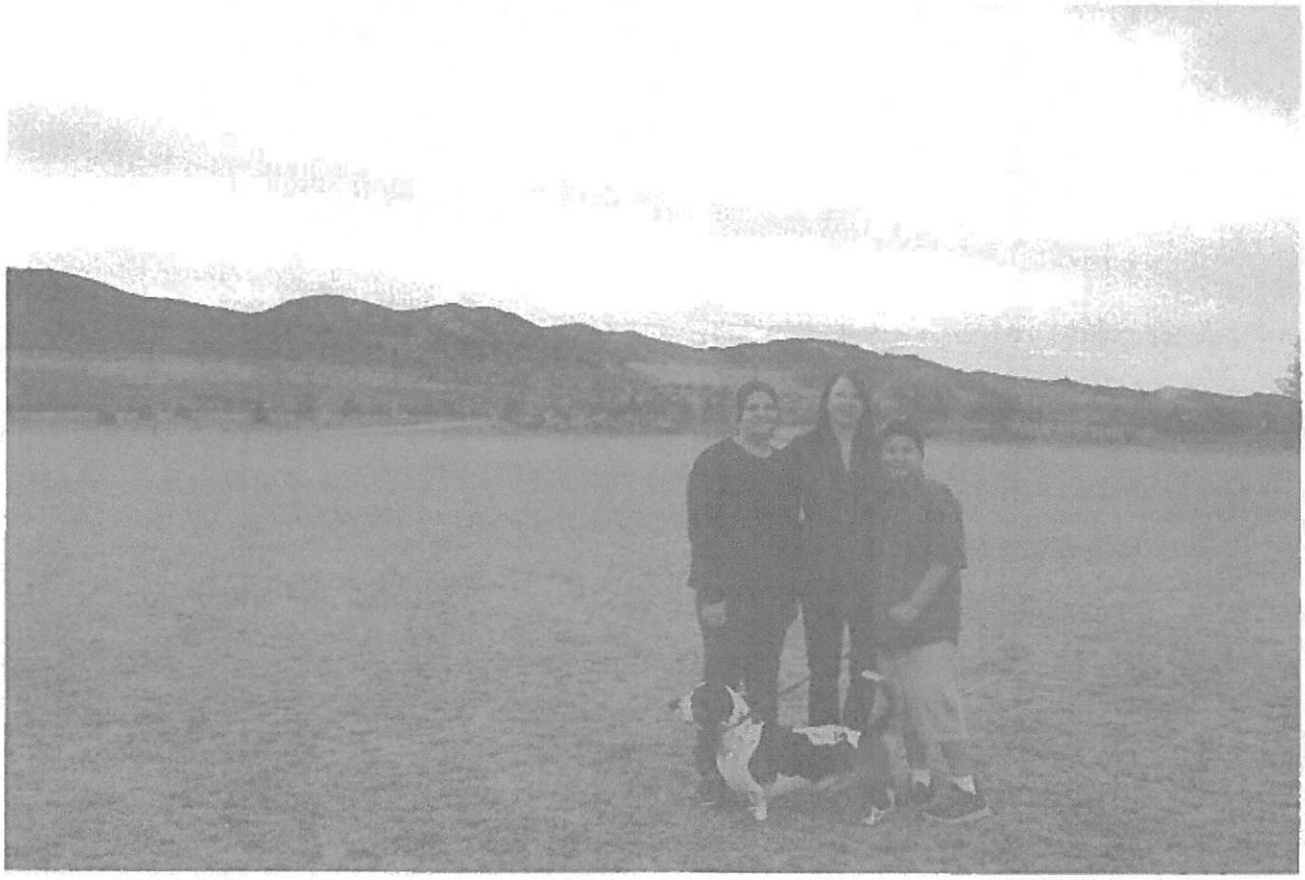
While on Council, Kristin has served as both chair and vice-chair of the Poudre Fire Authority and chair of the Election Code Committee. She is a member of the Ethics Review Committee, and the Futures Committee. She is a liaison to several city boards and commissions including the Art in Public Places Board, the Women's Commission and the Community Development Block Grant Commission. At the national level, Kristin serves on the National League of Cities' Human Development Committee where she works on policy positions on issues like poverty, workforce development, and mental health parity. Most recently she was appointed to the county's Behavioral Health Policy Committee where she will advised county commissioners on how to spend our mental health tax dollars.

Kristin and her family enjoy the Fort Collins Natural Areas near their southwest Fort Collins home, using the nearby trails for hiking and biking. They also do volunteer work as a family and have worked with many local non-profits including Think Humanity, Faith Family Hospitality, and Larimer County 4-H program.

**Professional & Business Experience**

Home About Kristin District 4 Supporters

# About Kristin



Institution No.:

Format 2000

## TRANSFERS (TO) FROM CURRENT EDUCATION & GENERAL FUNDS

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | 2017-18 Actual | 2018-19 Estimate |
|---|---|---|---|---|
| 1 | Mandatory Transfers: | 1 | | |
| 2 | | 2 | | |
| 3 | | 3 | | |
| 4 | | 4 | | |
| 5 | | 5 | | |
| 6 | | 6 | | |
| 7 | | 7 | | |
| 8 | | 8 | | |
| 9 | | 9 | | |
| 10 | Subtotal Mandatory Transfers: | 10 | - | - |
| 11 | | 11 | | |
| 12 | Non-mandatory Transfers: | 12 | - | - |
| 13 | rounding | 13 | | |
| 14 | | 14 | | |
| 15 | | 15 | | |
| 16 | | 16 | | |
| 17 | | 17 | | |
| 18 | | 18 | | |
| 19 | Subtotal Non-mandatory Transfers: | 19 | - | - |
| 20 | TOTAL TRANSFERS (TO) FROM FUNDS CURRENT EDUCATION & GENERAL FUNDS | 20 | - | - |

Institution No.:

Format 1900

## EDUCATION & GENERAL - HOSPITALS

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|
| 1 | DO NOT DELETE ROWS 1-5 | 1 | | | | |
| 2 | DO NOT DELETE ROWS 1-5 | 2 | | | | |
| 3 | DO NOT DELETE ROWS 1-5 | 3 | | | | |
| 4 | DO NOT DELETE ROWS 1-5 | 4 | | | | |
| 5 | DO NOT DELETE ROWS 1-5 | 5 | | | | |
| 6 | Salaries, Other, Non-Classified | 6 | | | | |
| 7 | Benefits, Other, Non-Classified | 7 | | | | |
| 8 | Compensation, Part-Time Non-Classified | 8 | | | | |
| 9 | Subtotal Non-Classified Staff | 9 | - | - | - | - |
| 10 | | 10 | | | | |
| 11 | Salaries, Classified Staff | 11 | | | | |
| 12 | Benefits, Classified Staff | 12 | | | | |
| 13 | Subtotal Support Staff | 13 | - | - | - | - |
| 14 | | 14 | | | | |
| 15 | Total Personnel | 15 | - | - | - | - |
| 16 | | 16 | | | | |
| 17 | Hourly Compensation | 17 | | | | |
| 18 | | 18 | | | | |
| 19 | Travel | 19 | | | | |
| 20 | Other Current Expense | 20 | | | | |
| 21 | | 21 | | | | |
| 22 | | 22 | | | | |
| 23 | Capital | 23 | | | | |
| 24 | | 24 | | | | |
| | | 25 | | | | |
| 25 | TOTAL EDUCATION & GENERAL HOSPITALS | | - | - | - | - |

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Institution No.:

Format 1800

## EDUCATION & GENERAL - SCHOLARSHIPS & FELLOWSHIPS

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | 2017-18 Actual | 2018-19 Estimate |
|---|---|---|---|---|
| 1 | Scholarships and Fellowships | 1 | - | - |
| 2 | | 2 | | |
| 3 | | 3 | | |
| 4 | | 4 | | |
| 5 | | 5 | | |
| 6 | | 6 | | |
| 7 | | 7 | | |
| 8 | | 8 | | |
| 9 | | 9 | | |
| 10 | | 10 | | |
| 11 | | 11 | | |
| 12 | | 12 | | |
| 13 | | 13 | | |
| 14 | | 14 | | |
| 15 | | 15 | | |
| 16 | | 16 | | |
| 17 | | 17 | | |
| 18 | | 18 | | |
| 19 | | 19 | | |
| 20 | | 20 | | |
| 21 | | 21 | | |
| 22 | | 22 | | |
| 23 | | 23 | | |
| 24 | | 24 | | |
| 25 | TOTAL EDUCATION & GENERAL SCHOLARSHIPS & FELLOWSHIPS | 25 | - | - |

Scholarship allowance information can be found on the institution's audited financial statements or in the state's accounting system (CORE). The actual institutional funds devoted to student financial aid are

Institution No.:

Format 1700

## EDUCATION & GENERAL - OPERATION & MAINTENANCE OF PLANT

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|
| 1 | DO NOT DELETE ROWS 1-5 | 1 | | | | |
| 2 | DO NOT DELETE ROWS 1-5 | 2 | | | | |
| 3 | DO NOT DELETE ROWS 1-5 | 3 | | | | |
| 4 | DO NOT DELETE ROWS 1-5 | 4 | | | | |
| 5 | DO NOT DELETE ROWS 1-5 | 5 | | | | |
| 6 | Salaries, Non-Classified Staff | 6 | - | - | - | - |
| 7 | Benefits, Non-Classified Staff | 7 | | - | | - |
| 8 | Subtotal, Non-Classified Staff | 8 | - | - | - | - |
| 9 | | 9 | | | | |
| 10 | | 10 | | | | |
| 11 | Salaries, Classified Staff | 11 | - | - | - | - |
| 12 | Benefits, Classified Staff | 12 | | - | | - |
| 13 | Subtotal Classified Staff | 13 | - | - | - | - |
| 14 | | 14 | | | | |
| 15 | Total Personnel | 15 | - | - | - | - |
| 16 | | 16 | | | | |
| 17 | Hourly Compensation | 17 | | - | | - |
| 18 | | 18 | | | | |
| 19 | Travel | 19 | | - | | |
| 20 | Other Current Expense | 20 | | 532,211 | | 709,905 |
| 21 | Utilities | 21 | | 27,361 | | 25,914 |
| 22 | | 22 | | | | |
| 23 | Capital | 23 | | - | | |
| 24 | | 24 | | | | |
| 25 | TOTAL EDUCATION & GENERAL OPERATION & MAINTENANCE OF PLANT | 25 | - | 559,572 | - | 735,819 |

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Institution No.:

Format 1600

## EDUCATION & GENERAL - INSTITUTIONAL SUPPORT

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|
| 1 | DO NOT DELETE ROWS 1-5 | 1 | | | | |
| 2 | DO NOT DELETE ROWS 1-5 | 2 | | | | |
| 3 | DO NOT DELETE ROWS 1-5 | 3 | | | | |
| 4 | DO NOT DELETE ROWS 1-5 | 4 | | | | |
| 5 | DO NOT DELETE ROWS 1-5 | 5 | | | | |
| 6 | Salaries, Non-Classified Staff | 6 | - | - | - | - |
| 7 | Benefits, Non-Classified Staff | 7 | | - | | - |
| 8 | Subtotal, Non-Classified Staff | 8 | - | - | - | - |
| 9 | | 9 | | | | |
| 10 | | 10 | | | | |
| 11 | Salaries, Classified Staff | 11 | - | - | - | - |
| 12 | Benefits, Classified Staff | 12 | | - | | - |
| 13 | Subtotal Classified Staff | 13 | - | - | - | - |
| 14 | | 14 | | | | |
| 15 | Total Personnel | 15 | - | - | - | - |
| 16 | | 16 | | | | |
| 17 | Hourly Compensation | 17 | | - | | - |
| 18 | | 18 | | | | |
| 19 | Travel | 19 | | - | | |
| 20 | Other Current Expense | 20 | | 1,073,401 | | 1,431,784 |
| 21 | | 21 | | | | |
| 22 | | 22 | | | | |
| 23 | Capital | 23 | | - | | |
| 24 | | 24 | | | | |
| 25 | TOTAL EDUCATION & GENERAL INSTITUTIONAL SUPPORT | 25 | - | 1,073,401 | - | 1,431,784 |

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Institution No.:

Format 1500

## EDUCATION & GENERAL - STUDENT SERVICES

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|
| 1 | DO NOT DELETE ROWS 1-5 | 1 | | | | |
| 2 | DO NOT DELETE ROWS 1-5 | 2 | | | | |
| 3 | DO NOT DELETE ROWS 1-5 | 3 | | | | |
| 4 | DO NOT DELETE ROWS 1-5 | 4 | | | | |
| 5 | DO NOT DELETE ROWS 1-5 | 5 | | | | |
| 6 | Salaries, Non-Classified Staff | 6 | - | - | - | - |
| 7 | Benefits, Non-Classified Staff | 7 | | - | | - |
| 8 | Subtotal, Non-Classified Staff | 8 | - | - | - | - |
| 9 | | 9 | | | | |
| 10 | | 10 | | | | |
| 11 | Salaries, Classified Staff | 11 | - | - | - | - |
| 12 | Benefits, Classified Staff | 12 | | - | | - |
| 13 | Subtotal Classified Staff | 13 | - | - | - | - |
| 14 | | 14 | | | | |
| 15 | Total Personnel | 15 | - | - | - | - |
| 16 | | 16 | | | | |
| 17 | Hourly Compensation | 17 | | - | | - |
| 18 | | 18 | | | | |
| 19 | Travel | 19 | | - | | - |
| 20 | Other Current Expense | 20 | | - | | - |
| 21 | | 21 | | | | |
| 22 | | 22 | | | | |
| 23 | Capital | 23 | | | | |
| 24 | | 24 | | | | |
| 25 | TOTAL EDUCATION & GENERAL STUDENT SERVICES | 25 | - | - | - | - |

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Institution No.:

Format 1400

EDUCATION & GENERAL - ACADEMIC SUPPORT

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|
| 1 | DO NOT DELETE ROWS 1-5 | 1 | | | | |
| 2 | DO NOT DELETE ROWS 1-5 | 2 | | | | |
| 3 | DO NOT DELETE ROWS 1-5 | 3 | | | | |
| 4 | DO NOT DELETE ROWS 1-5 | 4 | | | | |
| 5 | DO NOT DELETE ROWS 1-5 | 5 | | | | |
| 6 | Salaries, Non-Classified Staff | 6 | - | - | - | - |
| 7 | Benefits, Non-Classified Staff | 7 | | - | | - |
| 8 | Subtotal, Non-Classified Staff | 8 | - | - | - | - |
| 9 | | 9 | | | | |
| 10 | | 10 | | | | |
| 11 | Salaries, Classified Staff | 11 | - | - | - | - |
| 12 | Benefits, Classified Staff | 12 | | - | | - |
| 13 | Subtotal Classified Staff | 13 | - | - | - | - |
| 14 | | 14 | | | | |
| 15 | Total Personnel | 15 | - | - | - | - |
| 16 | | 16 | | | | |
| 17 | Hourly Compensation | 17 | | - | | - |
| 18 | | 18 | | | | |
| 19 | Travel | 19 | | - | | |
| 20 | Other Current Expense | 20 | | - | | - |
| 21 | | 21 | | | | |
| 22 | | 22 | | | | |
| 23 | Capital | 23 | | - | | - |
| 24 | | 24 | | | | |
| 25 | TOTAL EDUCATION & GENERAL ACADEMIC SUPPORT | 25 | - | - | - | - |

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Institution No.:

Format 1300

EDUCATION & GENERAL - PUBLIC SERVICE

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|
| 1 | DO NOT DELETE ROWS 1-5 | 1 | | | | |
| 2 | DO NOT DELETE ROWS 1-5 | 2 | | | | |
| 3 | DO NOT DELETE ROWS 1-5 | 3 | | | | |
| 4 | DO NOT DELETE ROWS 1-5 | 4 | | | | |
| 5 | DO NOT DELETE ROWS 1-5 | 5 | | | | |
| 6 | Salaries, Non-Classified Staff | 6 | 147.10 | 10,354,050 | 150.30 | 10,700,667 |
| 7 | Benefits, Non-Classified Staff | 7 | | 2,902,366 | | 2,912,972 |
| 8 | Subtotal, Non-Classified Staff | 8 | 147.10 | 13,256,416 | 150.30 | 13,613,639 |
| 9 | | 9 | | | | |
| 10 | | 10 | | | | |
| 11 | Salaries, Classified Staff | 11 | 15.50 | 757,266 | 13.90 | 682,581 |
| 12 | Benefits, Classified Staff | 12 | | 322,596 | | 284,636 |
| 13 | Subtotal Classified Staff | 13 | 15.50 | 1,079,862 | 13.90 | 967,217 |
| 14 | | 14 | | | | |
| 15 | Total Personnel | 15 | 162.60 | 14,336,278 | 164.20 | 14,580,856 |
| 16 | | 16 | | | | |
| 17 | Hourly Compensation | 17 | | 156,343 | | 6,042 |
| 18 | | 18 | | | | 270,504 |
| 19 | Travel | 19 | | 425,335 | | 2,013,217 |
| 20 | Other Current Expense | 20 | | 1,680,372 | | |
| 21 | | 21 | | | | |
| 22 | | 22 | | | | |
| 23 | Capital | 23 | | | | |
| 24 | | 24 | | | | |
| 25 | TOTAL EDUCATION & GENERAL PUBLIC SERVICE | 25 | 162.60 | 16,598,328 | 164.20 | 16,870,619 |

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Institution No.:

Format 1200

## EDUCATION & GENERAL - RESEARCH

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|
| 1 | Salaries, Full-Time Faculty Non-Classified | 1 | - | - | - | - |
| 2 | Benefits, Full-time Faculty Non-Classified | 2 | | - | | - |
| 3 | Salaries, Part-Time Faculty Non-Classified | 3 | | - | - | |
| 4 | Benefits, Part-Time Faculty, Non-Classified | 4 | | - | | |
| 5 | Subtotal, Faculty | 5 | - | - | - | - |
| 6 | Salaries, Other, Non-Classified | 6 | | | | |
| 7 | Benefits, Other, Non-Classified | 7 | | | | |
| 8 | Subtotal Non-Classified Staff | 8 | - | - | - | - |
| 9 | | 9 | | | | |
| 10 | Compensation, Support Assistants | 10 | - | - | - | - |
| 11 | Salaries, Classified Staff | 11 | - | - | - | |
| 12 | Benefits, Classified Staff | 12 | | - | | |
| 13 | Subtotal Support Staff | 13 | - | - | - | - |
| 14 | | 14 | | | | |
| 15 | Total Personnel | 15 | - | - | - | - |
| 16 | | 16 | | | | |
| 17 | Hourly Compensation | 17 | | - | | |
| 18 | | 18 | | | | |
| 19 | Travel | 19 | | - | | |
| 20 | Other Current Expense | 20 | | - | | - |
| 21 | | 21 | | | | |
| 22 | | 22 | | | | |
| 23 | Capital | 23 | | - | | - |
| 24 | | 24 | | | | |
| 25 | TOTAL EDUCATION & GENERAL RESEARCH | 25 | - | - | - | - |

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Institution No.:

Format 1100

## EDUCATION & GENERAL - INSTRUCTION

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|
| 1 | Salaries, Full-Time Faculty Non-Classified | 1 | - | - | - | - |
| 2 | Benefits, Full-time Faculty Non-Classified | 2 | | - | | - |
| 3 | Salaries, Part-Time Faculty Non-Classified | 3 | - | - | - | - |
| 4 | Benefits, Part-Time Faculty, Non-Classified | 4 | | - | | - |
| 5 | Subtotal, Faculty | 5 | - | - | - | - |
| 6 | Salaries, Other, Non-Classified | 6 | - | - | | |
| 7 | Benefits, Other, Non-Classified | 7 | | | | |
| 8 | Subtotal Non-Classified Staff | 8 | - | - | - | - |
| 9 | | 9 | | | | |
| 10 | Compensation, Support Assistants | 10 | - | - | - | - |
| 11 | Salaries, Classified Staff | 11 | - | - | - | - |
| 12 | Benefits, Classified Staff | 12 | | - | | - |
| 13 | Subtotal Support Staff | 13 | - | - | - | - |
| 14 | | 14 | | | | |
| 15 | Total Personnel | 15 | - | - | - | - |
| 16 | | 16 | | | | |
| 17 | Hourly Compensation | 17 | | - | | - |
| 18 | | 18 | | | | |
| 19 | Travel | 19 | | - | | |
| 20 | Other Current Expense | 20 | | - | | - |
| 21 | | 21 | | | | |
| 22 | | 22 | | | | |
| 23 | Capital | 23 | | - | | - |
| 24 | | 24 | | | | |
| 25 | TOTAL EDUCATION & GENERAL INSTRUCTION | 25 | - | - | - | - |

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Institution No.:

Format 600

STATE SUPPORT

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | 2017-18 Actual | 2018-19 Estimate |
|---|---|---|---|---|
| 1 | General Fund Appropriations | 1 | | |
| 2 | Local District College Appropriation | 2 | | |
| 3 | | 3 | | |
| 4 | | 4 | | |
| 5 | | 5 | | |
| 6 | | 6 | | |
| 7 | | 7 | | |
| 8 | | 8 | | |
| 9 | | 9 | | |
| 10 | | 10 | | |
| 11 | | 11 | | |
| 12 | | 12 | | |
| 13 | | 13 | | |
| 14 | Other Restrictions of General Fund / Revenue | 14 | | |
| 15 | | 15 | | |
| 16 | | 16 | | |
| 17 | | 17 | | |
| 18 | | 18 | | |
| 19 | | 19 | | |
| 20 | | 20 | | |
| 21 | | 21 | | |
| 22 | | 22 | | |
| 23 | | 23 | | |
| 24 | | 24 | | |
| 25 | TOTAL APPROPRIATION REVENUES | 25 | - | - |

Institution No.:

Format 413

Appropriated Non Education and General - Function Code 1900

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | 2017-18 Actual | 2018-19 Estimate |
|---|---|---|---|---|
| | **Non Education & General Appropriated Revenues (Itemize below)** | | | |
| 1 | Marijuana Tax Fund Appropriation | 1 | | |
| 2 | | 2 | | |
| 3 | | 3 | | |
| 4 | | 4 | | |
| 5 | | 5 | | |
| 6 | | 6 | | |
| 7 | | 7 | | |
| 8 | | 8 | | |
| 9 | | 9 | | |
| 10 | | 10 | | |
| 11 | | 11 | | |
| 12 | | 12 | | |
| 13 | | 13 | | |
| 14 | | 14 | | |
| 15 | | 15 | | |
| 16 | | 16 | | |
| 17 | | 17 | | |
| 18 | | 18 | | |
| 19 | | 19 | | |
| 20 | | 20 | | |
| 21 | | 21 | | |
| 22 | | 22 | | |
| 23 | | 23 | | |
| 24 | | 24 | | |
| 25 | | 25 | - | - |
| 26 | | 26 | - | - |
| 27 | | 27 | | |
| 28 | | 28 | | |
| 29 | | 29 | | |
| 30 | TOTAL APPROPRIATED Non Education and General Funds | 30 | | - |

Institution No.:

Format 411

NON APPROPRIATED EDUCATION & GENERAL REVENUES (Other than Tuition) - Balance of Function Code 1100[1]

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | 2017-18 Actual | 2018-19 Estimate |
|---|---|---|---|---|
| | **Non Appropriated Education & General Revenues (Itemize below)** | | | |
| 1 | Academic Fees ( RSC 5009)[2] | 1 | | |
| 2 | Indirect Cost Recoveries | 2 | | |
| 3 | Miscellaneous Revenues | 3 | 1,892,518 | 1,170,000 |
| 4 | Mandatory Registration and Course Fees[4] | 4 | | |
| 5 | Incidental Income - Educational Activities | 5 | | |
| 6 | Student Activity Fees | 6 | | |
| 7 | State Grants and Contracts (not FFS) | 7 | | |
| 8 | Other Mandatory Fees | 8 | | |
| 9 | Amendment 50 Moneys (Transfer Code 900T)[5] | 9 | | 4,135,851 |
| 10 | Federal Funds | 10 | 3,709,580 | |
| 11 | | 11 | | |
| 12 | | 12 | | |
| 13 | | 13 | | |
| 14 | | 14 | | |
| 15 | | 15 | | |
| 16 | Rents | 16 | | |
| 17 | Investment Income | 17 | | |
| 18 | Miscellaneous Non-Operating Income | 18 | | |
| 19 | | 19 | | |
| 20 | | 20 | | |
| 21 | | 21 | | |
| 22 | | 22 | | |
| 23 | | 23 | | |
| 24 | | 24 | | |
| 25 | Total Non Appropriated Education & General Revenues | 25 | 5,602,098 | 5,305,851 |
| 26 | E&G Rollforward (TO future year) / FROM prior year[3] | 26 | (317,020) | - |
| 27 | | 27 | | |
| 28 | | 28 | | |
| 29 | | 29 | | |
| 30 | TOTAL NON APPROPRIATED E & G REVENUES | 30 | 5,285,078 | 5,305,851 |

[1] Tuition revenue is reported on Format 100

[2] Pursuant to HB11-1301, fees are no longer appropriated beginning in FY 2011-12. This category will be reported on Format 411 beginning in FY 2011-12.

[3] This cell, in each column, is meant to demonstrate whether the E&G revenues for the year are more or less than actual or projected expenses for the year. This difference between revenues and expenses should approximate the E&G portion of the institutions overall "change in fund balance".

[4] The Course Fees reported on this line are the fees that have historically been non-appropriated. They are not the same fees reported in line 1 that are moving from Fmt 410 to 411 as a result of HB 11-1301.

[5] Beginning FY 14-15 Amendement 50 Moneys were appropriated as Informational, so they will now be reported on Format 411. These Revenues were reported in a unique revenue code (EAT1) in COFRS, however, they are now reported as part of transfer code 900T in CORE. There may be other revenues also reported in **900T**. Only the Limited Gaming funds should be reported on this line.

Institution No.:

Format 410

APPROPRIATED EDUCATION & GENERAL REVENUE (Other than Tuition) (Function Code 1100)[1]

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | 2017-18 Actual | 2018-19 Estimate |
|---|---|---|---|---|
| 1 | Appropriated Academic Fees ( RSC 5002)[2] | 1 | Report in Format 411 | Report in Format 411 |
| 2 | | 2 | | |
| 3 | Amendment 50 Moneys (Transfer Code 900T)[3] | 3 | Report in Format 411 | Report in Format 411 |
| 4 | Tobacco Settlement Moneys | 4 | | |
| 5 | DOLA Local Govt Mineral Impact Fund | 5 | | |
| 6 | | 6 | | |
| 7 | | 7 | | |
| 8 | | 8 | | |
| 9 | | 9 | | |
| 10 | | 10 | | |
| 11 | | 11 | | |
| 12 | | 12 | | |
| 13 | | 13 | | |
| 14 | | 14 | | |
| 15 | | 15 | | |
| 16 | | 16 | | |
| 17 | | 17 | | |
| 18 | | 18 | | |
| 19 | | 19 | | |
| 20 | TOTAL OTHER APPROPRIATED E & G REVENUES | 20 | - | - |

[1] Tuition revenue is reported on Format 100

[2] Pursuant to HB11-1301, fees are no longer appropriated beginning in FY 2011-12. This category will be reported on Format 411 beginning in FY 2011-12.

[3] Beginning FY 14-15 Amendement 50 Moneys were appropriated as Informational, so they will now be reported on Format 411. These Revenues were reported in a unique revenue code (EAT1) in COFRS, however, they are now reported as part of transfer code 900T in CORE. There may be other revenues also reported in 900T. Only the Limited Gaming funds should be reported on this line.

Institution No.:

Format 100

## TOTAL TUITION REVENUE and STUDENT FTE

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | CORE Revenue Source Code (RSC): | Ln No | 2017-18 FTE | 2017-18 Actual |
|---|---|---|---|---|---|
| 1 | SUMMER | | 1 | | |
| 2 | Resident | Graduate (4801) | 2 | - | - |
| 3 | | Undergraduate (4802) | 3 | - | - |
| 4 | Nonresident | Graduate (4901) | 4 | - | - |
| 5 | | Undergraduate (4902) | 5 | - | - |
| 6 | Subtotal Summer | | 6 | - | - |
| 7 | FALL | | 7 | | |
| 8 | Resident | Graduate (4801) | 8 | - | - |
| 9 | | Undergraduate (4802) | 9 | - | - |
| 10 | Nonresident | Graduate (4901) | 10 | - | - |
| 11 | | Undergraduate (4902) | 11 | - | - |
| 12 | Subtotal Fall | | 12 | - | - |
| 13 | WINTER | | 13 | | |
| 14 | Resident | Graduate (4801) | 14 | | - |
| 15 | | Undergraduate (4802) | 15 | | - |
| 16 | Nonresident | Graduate (4901) | 16 | | - |
| 17 | | Undergraduate (4902) | 17 | | - |
| 18 | Subtotal Winter | | 18 | - | - |
| 19 | SPRING | | 19 | | |
| 20 | Resident | Graduate (4801) | 20 | - | - |
| 21 | | Undergraduate (4802) | 21 | - | - |
| 22 | Nonresident | Graduate (4901) | 22 | - | - |
| 23 | | Undergraduate (4902) | 23 | - | - |
| 24 | Subtotal Spring | | 24 | - | - |
| 25 | SUBTOTAL | | 25 | | |
| 26 | Resident | Graduate (4801) | 26 | - | - |
| 27 | | Undergraduate (4802) | 27 | - | - |
| 28 | Nonresident | Graduate (4901) | 28 | - | - |
| 29 | | Undergraduate (4902) | 29 | - | - |
| 30 | | | 30 | | |
| 31 | SUBTOTAL RESIDENT | | 31 | - | - |
| 32 | SUBTOTAL NONRESIDENT | | 32 | - | - |
| 33 | SUBTOTAL GRADUATE | | 33 | - | - |
| 34 | SUBTOTAL UNDERGRADUATE | | 34 | - | - |
| 35 | TOTAL TUITION REVENUE (E&G CORE Function Code 1100) | | 35 | - | - |

36 Scholarship allowance information can be found on the institution's audited financial statements or in the state's accounting system (CORE). The actual institutional funds devoted to student financial aid are reported on Format 1800.

Total Tuition Includes Stipend Reimbursement

Tuition rate information previously provided in Formats 35R and 35NR can be found in the DHE Tuition and Fee Survey.

Institution No.:

Format 40

NAME: Colorado State University

Due Date: October 03, 2018

SUMMARY

| COURSE LEVEL | 2017-18 Actual FTE STUDENTS | FTE FACULTY | S/F RATIO |
|---|---|---|---|
| Vocational | - | - | - |
| Lower Level | - | - | - |
| Upper Level | - | - | - |
| Total Undergraduate | - | - | - |
| Graduate I | - | - | - |
| Graduate II | - | - | - |
| Total Graduate | - | - | - |
| Grand Total | 0.00 | 0.00 | - |

NOTE: Institutions are required to maintain detailed information on the above data by Classification of Instructional Program (CIP) area. Detailed data available upon request.

Institution No.:

Format 30

## STUDENT, FACULTY, AND STAFF DATA

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | | Ln No | 2017-18 Actual | 2018-19 Estimate |
|---|---|---|---|---|
| 1 | STUDENT FTE DATA: | 1 | | |
| 2A | COF Resident Undergraduate FTE | 2A | - | - |
| 2B | Non-COF Resident Undergraduate FTE | 2B | | |
| 2C | Total Resident Undergraduate FTE | 2C | - | - |
| 3 | Resident Graduate FTE | 3 | - | - |
| 4 | Total Resident FTE | 4 | - | - |
| 5 | | 5 | | |
| 6 | Nonresident Undergraduate FTE | 6 | - | - |
| 7 | Nonresident Graduate FTE | 7 | - | - |
| 8 | Total Nonresident FTE | 8 | - | - |
| 9 | | 9 | | |
| 10 | Total FTE Undergraduate | 10 | - | - |
| 11 | Total FTE Graduate | 11 | - | - |
| 12 | Total FTE Students | 12 | - | - |
| 13 | | 13 | | |
| 15 | COST PER STUDENT | 15 | | |
| 16 | Total E&G Cost Per FTE Student | 16 | | |
| 17 | COF Stipend Per Undergraduate Resident FTE | 17 | | |
| 18 | | 18 | | |
| 19 | INSTRUCTIONAL and RESEARCH FACULTY DATA (SOURCE FMT 40 OR FMT 1100 and 1: | 19 | | |
| 20 | Faculty FTE Total | 20 | - | |
| 21 | FTE Full-time Faculty | 21 | - | |
| 22 | FTE Part-time Faculty | 22 | - | |
| 23 | | 23 | | |
| 24 | AVG COMPENSATION INSTRUCTIONAL and RESEARCH FACULTY | 24 | | |
| 25 | All Faculty Combined | 25 | - | |
| 26 | Full-time Average Compensation | 26 | - | |
| 27 | Part-time Average Compensation | 27 | - | |
| 28 | | 28 | | |
| 29 | Total Faculty and Staff FTE (Format 20) | 29 | 162.60 | |

**Note:** Rows 19 through 27 provide compensation information for instructional and research faculty only. Prior to FY 2010-11, past budget databooks provided compensation information for instructional faculty and staff.

CORE Code: 4407
Institution No.:

Format 070

NAME: Colorado State University

Fee-For-Service Contracts (System Level Only)[1]

Due Date: October 08, 2018

| Ln No | Object | Ln No | 2017-18 Actual | 2018-19 Estimate |
|---|---|---|---|---|
| 1 | Contracts: | 1 | | |
| 2 | Educational services in rural areas or communities in which the cost of delivering the educational services is not sustained by the amount received in student tuition | 2 | - | - |
| 3 | Reciprocal | 3 | - | - |
| 4 | Graduate school services | 4 | - | - |
| 5 | Economic development | 5 | - | - |
| 6 | Specialized educational services and professional degrees, including but not limited to the areas of dentistry medicine, veterinary medicine, nursing, law, forestry, and engineering. | 6 | 12,946,223 | 13,732,371 |
| 7 | | 7 | | |
| 8 | | 8 | | |
| 9 | | 9 | | |
| 10 | | 10 | | |
| 11 | | 11 | | |
| 12 | Total | 12 | 12,946,223 | 13,732,371 |

[1] This is not needed by institution, but only in total for the system.

Institution No.:

Format 20

INSTITUTION SUMMARY

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Functional Expenditure Summary | | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|---|
| 1 | Instruction | Fmt. 1100 Ln 25 | 1 | - | - | - | - |
| 2 | Research (State Supported) | Fmt. 1200 Ln 25 | 2 | - | - | - | - |
| 3 | Public Service | Fmt. 1300 Ln 25 | 3 | 162.60 | 16,598,328 | 164.20 | 16,870,619 |
| 4 | Academic Support | Fmt. 1400 Ln 25 | 4 | - | - | - | - |
| 5 | Student Services | Fmt. 1500 Ln 25 | 5 | - | - | - | - |
| 6 | Institutional Support | Fmt. 1600 Ln 25 | 6 | - | 1,073,401 | - | 1,431,784 |
| 7 | Operation & Maintenance of Plant | Fmt. 1700 Ln 25 | 7 | - | 559,572 | - | 735,819 |
| 8 | Scholarships & Fellowships | Fmt. 1800 Ln 25 | 8 | - | - | - | - |
| 9 | Hospitals | Fmt. 1900 Ln 25 | 9 | - | - | - | - |
| 10 | Transfers | Fmt. 2000 Ln 20 | 10 | - | - | - | - |
| 11 | TOTAL EDUCATION & GENERAL EXPENDITURES | | 11 | 162.60 | 18,231,301 | 164.20 | 19,038,222 |
| 12 | SOURCE OF FUNDS (Fund Number) | | 12 | | | | |
| 13 | State Appropriation | Fmt. 600 Ln 25 | 13 | | - | | - |
| 14 | FFS Contracts | Fmt. 070 Ln 12 | 14 | | 12,946,223 | | 13,732,371 |
| 15 | Undergraduate Resident Tuition "Stipend" | | 15 | - | | - | |
| 16 | Undergraduate Resident Tuition "Student Share" | | 16 | | - | | |
| 17 | **Subtotal Undergraduate Resident Tuition** | Fmt. 100 | 17 | | - | | - |
| 18 | Graduate Resident Tuition | Fmt. 100 | 18 | | - | | |
| 19 | Non-Resident Tuition | Fmt. 100 | 19 | | - | | |
| 20 | Total Tuition | Fmt. 100 | 20 | | - | | - |
| 21 | | | 21 | | - | | - |
| 22 | | | 22 | | - | | - |
| 23 | | | 23 | | | | |
| 24 | | | 24 | | | | |
| 25 | Non Appropriated E & G (Other than Tuition) Fun | Fmt. 411 Ln 20 | 25 | | 5,285,078 | | 5,305,851 |
| 26 | | | 26 | | | | |
| 27 | TOTAL EDUCATION & GENERAL REVENUE | | 27 | | 18,231,301 | | 19,038,222 |

Blue cells should be entered directly on this format, they will not "roll up" from another format

**Scholarship** allowance information can be found on the institution's audited financial statements or in the state's accounting system (CORE). The actual institutional funds devoted to student financial aid are reported on Format 1800.

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Governing Board Summary

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Functional Expenditure Summary | | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|---|
| 1 | Instruction | Fmt. 1100 Ln 25 | 1 | - | - | - | - |
| 2 | Research (State Supported) | Fmt. 1200 Ln 25 | 2 | - | - | - | - |
| 3 | Public Service | Fmt. 1300 Ln 25 | 3 | - | - | - | - |
| 4 | Academic Support | Fmt. 1400 Ln 25 | 4 | - | - | - | - |
| 5 | Student Services | Fmt. 1500 Ln 25 | 5 | - | - | - | - |
| 6 | Institutional Support | Fmt. 1600 Ln 25 | 6 | - | - | - | - |
| 7 | Operation & Maintenance of Plant | Fmt. 1700 Ln 25 | 7 | - | - | - | - |
| 8 | Scholarships & Fellowships | Fmt. 1800 Ln 25 | 8 | - | - | - | - |
| 9 | Hospitals | Fmt. 1900 Ln 25 | 9 | - | - | - | - |
| 10 | Transfers | Fmt. 2000 Ln 20 | 10 | - | - | - | - |
| 11 | TOTAL EDUCATION & GENERAL EXPENDITURES | | 11 | - | - | - | - |
| 12 | SOURCE OF FUNDS (Fund Number) | | 12 | | | | |
| 13 | State Appropriation | Fmt. 600 Ln 25 | 13 | | - | | - |
| 14 | FFS Contracts | Fmt. 700 Ln 1 | 14 | | - | | - |
| 15 | Undergraduate Resident Tuition "Stipend" | | 15 | - | - | - | - |
| 16 | Undergraduate Resident Tuition "Student Share" | | 16 | | - | | - |
| 17 | **Subtotal Undergraduate Tuition** | | 17 | | - | | - |
| 18 | Graduate Resident Tuition | | 18 | | - | | - |
| 19 | Non-Resident Tuition | | 19 | | - | | - |
| 20 | Total Tuition | | 20 | | - | | - |
| 21 | Appropriated E&G | | 21 | | - | | - |
| 22 | | | 22 | | - | | - |
| 23 | | | 23 | | | | |
| 24 | | | 24 | | | | |
| 25 | Non Appropriated E & G (Other than Tuition) Function Code 11XX | | 25 | | - | | - |
| 26 | | | 26 | | | | |
| 27 | TOTAL EDUCATION & GENERAL REVENUE | | 27 | | - | | - |

Scholarship allowance information can be found on the institution's audited financial statements or in the state's accounting system (CORE). The actual institutional funds devoted to student financial aid are reported on Format 1800.

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

# Budget Data Book

## Actual Fiscal Year 2017-18
## Estimate Fiscal Year 2018-19

Institution Name: *Colorado State University*
Unit (Campus): CSU Extension
Institution Code: GGB
Contact Information: Angie Nielsen

Tuition rate information previously provided in Formats 35R and 35NR can be found in the DHE Tuition and Fee Survey.

## Submitted: October 8, 2018

Institution No.:

Format 2000

## TRANSFERS (TO) FROM CURRENT EDUCATION & GENERAL FUNDS

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | 2017-18 Actual | 2018-19 Estimate |
|---|---|---|---|---|
| 1 | Mandatory Transfers: | 1 | | |
| 2 | | 2 | | |
| 3 | | 3 | | |
| 4 | | 4 | | |
| 5 | | 5 | | |
| 6 | | 6 | | |
| 7 | | 7 | | |
| 8 | | 8 | | |
| 9 | | 9 | | |
| 10 | Subtotal Mandatory Transfers: | 10 | - | - |
| 11 | | 11 | | |
| 12 | Non-mandatory Transfers: | 12 | (69,582) | - |
| 13 | rounding | 13 | (1) | |
| 14 | | 14 | | |
| 15 | | 15 | | |
| 16 | | 16 | | |
| 17 | | 17 | | |
| 18 | | 18 | | |
| 19 | Subtotal Non-mandatory Transfers: | 19 | (69,583) | - |
| 20 | TOTAL TRANSFERS (TO) FROM FUNDS CURRENT EDUCATION & GENERAL FUNDS | 20 | (69,583) | - |

Institution No.:

Format 1900

EDUCATION & GENERAL - HOSPITALS

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|
| 1 | DO NOT DELETE ROWS 1-5 | 1 | | | | |
| 2 | DO NOT DELETE ROWS 1-5 | 2 | | | | |
| 3 | DO NOT DELETE ROWS 1-5 | 3 | | | | |
| 4 | DO NOT DELETE ROWS 1-5 | 4 | | | | |
| 5 | DO NOT DELETE ROWS 1-5 | 5 | | | | |
| 6 | Salaries, Other, Non-Classified | 6 | | | | |
| 7 | Benefits, Other, Non-Classified | 7 | | | | |
| 8 | Compensation, Part-Time Non-Classified | 8 | | | | |
| 9 | Subtotal Non-Classified Staff | 9 | - | - | - | - |
| 10 | | 10 | | | | |
| 11 | Salaries, Classified Staff | 11 | | | | |
| 12 | Benefits, Classified Staff | 12 | | | | |
| 13 | Subtotal Support Staff | 13 | - | - | - | - |
| 14 | | 14 | | | | |
| 15 | Total Personnel | 15 | - | - | - | - |
| 16 | | 16 | | | | |
| 17 | Hourly Compensation | 17 | | | | |
| 18 | | 18 | | | | |
| 19 | Travel | 19 | | | | |
| 20 | Other Current Expense | 20 | | | | |
| 21 | | 21 | | | | |
| 22 | | 22 | | | | |
| 23 | Capital | 23 | | | | |
| 24 | | 24 | | | | |
| | | 25 | | | | |
| 25 | TOTAL EDUCATION & GENERAL HOSPITALS | | - | - | - | - |

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Institution No.:

Format 1800

## EDUCATION & GENERAL - SCHOLARSHIPS & FELLOWSHIPS

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | 2017-18 Actual | 2018-19 Estimate |
|---|---|---|---|---|
| 1 | Scholarships and Fellowships | 1 | - | - |
| 2 | | 2 | | |
| 3 | | 3 | | |
| 4 | | 4 | | |
| 5 | | 5 | | |
| 6 | | 6 | | |
| 7 | | 7 | | |
| 8 | | 8 | | |
| 9 | | 9 | | |
| 10 | | 10 | | |
| 11 | | 11 | | |
| 12 | | 12 | | |
| 13 | | 13 | | |
| 14 | | 14 | | |
| 15 | | 15 | | |
| 16 | | 16 | | |
| 17 | | 17 | | |
| 18 | | 18 | | |
| 19 | | 19 | | |
| 20 | | 20 | | |
| 21 | | 21 | | |
| 22 | | 22 | | |
| 23 | | 23 | | |
| 24 | | 24 | | |
| 25 | TOTAL EDUCATION & GENERAL SCHOLARSHIPS & FELLOWSHIPS | 25 | - | - |

Scholarship allowance information can be found on the institution's audited financial statements or in the state's accounting system (CORE). The actual institutional funds devoted to student financial aid are

Institution No.:

Format 1700

## EDUCATION & GENERAL - OPERATION & MAINTENANCE OF PLANT

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|
| 1 | DO NOT DELETE ROWS 1-5 | 1 | | | | |
| 2 | DO NOT DELETE ROWS 1-5 | 2 | | | | |
| 3 | DO NOT DELETE ROWS 1-5 | 3 | | | | |
| 4 | DO NOT DELETE ROWS 1-5 | 4 | | | | |
| 5 | DO NOT DELETE ROWS 1-5 | 5 | | | | |
| 6 | Salaries, Non-Classified Staff | 6 | - | - | - | - |
| 7 | Benefits, Non-Classified Staff | 7 | | - | | - |
| 8 | Subtotal, Non-Classified Staff | 8 | - | - | - | - |
| 9 | | 9 | | | | |
| 10 | | 10 | | | | |
| 11 | Salaries, Classified Staff | 11 | - | - | - | - |
| 12 | Benefits, Classified Staff | 12 | | - | | - |
| 13 | Subtotal Classified Staff | 13 | - | - | - | - |
| 14 | | 14 | | | | |
| 15 | Total Personnel | 15 | - | - | - | - |
| 16 | | 16 | | | | |
| 17 | Hourly Compensation | 17 | | - | | - |
| 18 | | 18 | | | | |
| 19 | Travel | 19 | | - | | |
| 20 | Other Current Expense | 20 | | 978,198 | | 1,380,215 |
| 21 | Utilities | 21 | | 336,864 | | 445,787 |
| 22 | | 22 | | | | |
| 23 | Capital | 23 | | - | | |
| 24 | | 24 | | | | |
| 25 | TOTAL EDUCATION & GENERAL OPERATION & MAINTENANCE OF PLANT | 25 | - | 1,315,062 | - | 1,826,002 |

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Institution No.:

Format 1600

## EDUCATION & GENERAL - INSTITUTIONAL SUPPORT

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|
| 1 | DO NOT DELETE ROWS 1-5 | 1 | | | | |
| 2 | DO NOT DELETE ROWS 1-5 | 2 | | | | |
| 3 | DO NOT DELETE ROWS 1-5 | 3 | | | | |
| 4 | DO NOT DELETE ROWS 1-5 | 4 | | | | |
| 5 | DO NOT DELETE ROWS 1-5 | 5 | | | | |
| 6 | Salaries, Non-Classified Staff | 6 | - | - | - | - |
| 7 | Benefits, Non-Classified Staff | 7 | | - | | - |
| 8 | Subtotal, Non-Classified Staff | 8 | - | - | - | - |
| 9 | | 9 | | | | |
| 10 | | 10 | | | | |
| 11 | Salaries, Classified Staff | 11 | - | - | - | - |
| 12 | Benefits, Classified Staff | 12 | | - | | - |
| 13 | Subtotal Classified Staff | 13 | - | - | - | - |
| 14 | | 14 | | | | |
| 15 | Total Personnel | 15 | - | - | - | - |
| 16 | | 16 | | | | |
| 17 | Hourly Compensation | 17 | | - | | - |
| 18 | | 18 | | | | |
| 19 | Travel | 19 | | - | | |
| 20 | Other Current Expense | 20 | | 800,347 | | 1,129,271 |
| 21 | | 21 | | | | |
| 22 | | 22 | | | | |
| 23 | Capital | 23 | | - | | |
| 24 | | 24 | | | | |
| 25 | TOTAL EDUCATION & GENERAL INSTITUTIONAL SUPPORT | 25 | - | 800,347 | - | 1,129,271 |

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Institution No.:

Format 1500

EDUCATION & GENERAL - STUDENT SERVICES

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|
| 1 | DO NOT DELETE ROWS 1-5 | 1 | | | | |
| 2 | DO NOT DELETE ROWS 1-5 | 2 | | | | |
| 3 | DO NOT DELETE ROWS 1-5 | 3 | | | | |
| 4 | DO NOT DELETE ROWS 1-5 | 4 | | | | |
| 5 | DO NOT DELETE ROWS 1-5 | 5 | | | | |
| 6 | Salaries, Non-Classified Staff | 6 | - | - | - | - |
| 7 | Benefits, Non-Classified Staff | 7 | | - | | - |
| 8 | Subtotal, Non-Classified Staff | 8 | - | - | - | - |
| 9 | | 9 | | | | |
| 10 | | 10 | | | | |
| 11 | Salaries, Classified Staff | 11 | - | - | - | - |
| 12 | Benefits, Classified Staff | 12 | | - | | - |
| 13 | Subtotal Classified Staff | 13 | - | - | - | - |
| 14 | | 14 | | | | |
| 15 | Total Personnel | 15 | - | - | - | - |
| 16 | | 16 | | | | |
| 17 | Hourly Compensation | 17 | | - | | - |
| 18 | | 18 | | | | |
| 19 | Travel | 19 | | - | | |
| 20 | Other Current Expense | 20 | | - | | - |
| 21 | | 21 | | | | |
| 22 | | 22 | | | | |
| 23 | Capital | 23 | | | | |
| 24 | | 24 | | | | |
| 25 | TOTAL EDUCATION & GENERAL STUDENT SERVICES | 25 | - | - | - | - |

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Institution No.:

Format 1400

## EDUCATION & GENERAL - ACADEMIC SUPPORT

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|
| 1 | DO NOT DELETE ROWS 1-5 | 1 | | | | |
| 2 | DO NOT DELETE ROWS 1-5 | 2 | | | | |
| 3 | DO NOT DELETE ROWS 1-5 | 3 | | | | |
| 4 | DO NOT DELETE ROWS 1-5 | 4 | | | | |
| 5 | DO NOT DELETE ROWS 1-5 | 5 | | | | |
| 6 | Salaries, Non-Classified Staff | 6 | - | - | - | - |
| 7 | Benefits, Non-Classified Staff | 7 | | - | | - |
| 8 | Subtotal, Non-Classified Staff | 8 | - | - | - | - |
| 9 | | 9 | | | | |
| 10 | | 10 | | | | |
| 11 | Salaries, Classified Staff | 11 | - | - | - | - |
| 12 | Benefits, Classified Staff | 12 | | - | | - |
| 13 | Subtotal Classified Staff | 13 | - | - | - | - |
| 14 | | 14 | | | | |
| 15 | Total Personnel | 15 | - | - | - | - |
| 16 | | 16 | | | | |
| 17 | Hourly Compensation | 17 | | - | | - |
| 18 | | 18 | | | | |
| 19 | Travel | 19 | | - | | - |
| 20 | Other Current Expense | 20 | | - | | - |
| 21 | | 21 | | | | |
| 22 | | 22 | | | | |
| 23 | Capital | 23 | | - | | - |
| 24 | | 24 | | | | |
| 25 | TOTAL EDUCATION & GENERAL ACADEMIC SUPPORT | 25 | - | - | - | - |

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Institution No.:

Format 1300

## EDUCATION & GENERAL - PUBLIC SERVICE

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|
| 1 | DO NOT DELETE ROWS 1-5 | 1 | | | | |
| 2 | DO NOT DELETE ROWS 1-5 | 2 | | | | |
| 3 | DO NOT DELETE ROWS 1-5 | 3 | | | | |
| 4 | DO NOT DELETE ROWS 1-5 | 4 | | | | |
| 5 | DO NOT DELETE ROWS 1-5 | 5 | | | | |
| 6 | Salaries, Non-Classified Staff | 6 | | | | |
| 7 | Benefits, Non-Classified Staff | 7 | | | | |
| 8 | Subtotal, Non-Classified Staff | 8 | - | - | - | - |
| 9 | | 9 | | | | |
| 10 | | 10 | | | | |
| 11 | Salaries, Classified Staff | 11 | | | | |
| 12 | Benefits, Classified Staff | 12 | | | | |
| 13 | Subtotal Classified Staff | 13 | - | - | - | - |
| 14 | | 14 | | | | |
| 15 | Total Personnel | 15 | - | - | - | - |
| 16 | | 16 | | | | |
| 17 | Hourly Compensation | 17 | | | | |
| 18 | | 18 | | | | |
| 19 | Travel | 19 | | | | |
| 20 | Other Current Expense | 20 | | | | |
| 21 | | 21 | | | | |
| 22 | | 22 | | | | |
| 23 | Capital | 23 | | | | |
| 24 | | 24 | | | | |
| 25 | TOTAL EDUCATION & GENERAL PUBLIC SERVICE | 25 | - | - | - | - |

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Institution No.:

Format 1200

## EDUCATION & GENERAL - RESEARCH

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|
| 1 | Salaries, Full-Time Faculty Non-Classified | 1 | 53.00 | 5,627,409 | 51.40 | 5,761,954 |
| 2 | Benefits, Full-time Faculty Non-Classified | 2 | | 1,753,845 | | 1,675,939 |
| 3 | Salaries, Part-Time Faculty Non-Classified | 3 | 1.90 | 65,961 | - | 600 |
| 4 | Benefits, Part-Time Faculty, Non-Classified | 4 | | 7,231 | 64.20 | 83 |
| 5 | Subtotal, Faculty | 5 | 54.90 | 7,454,446 | 115.60 | 7,438,576 |
| 6 | Salaries, Other, Non-Classified | 6 | 68.70 | 4,889,022 | | 4,265,099 |
| 7 | Benefits, Other, Non-Classified | 7 | | 1,332,949 | | 1,192,464 |
| 8 | Subtotal Non-Classified Staff | 8 | 123.60 | 13,676,417 | 115.60 | 12,896,139 |
| 9 | | 9 | | | | |
| 10 | Compensation, Support Assistants | 10 | 16.20 | 823,073 | 6.60 | 289,940 |
| 11 | Salaries, Classified Staff | 11 | 14.00 | 750,392 | 13.40 | 694,034 |
| 12 | Benefits, Classified Staff | 12 | | 319,667 | | 289,412 |
| 13 | Subtotal Support Staff | 13 | 30.20 | 1,893,132 | 20.00 | 1,273,386 |
| 14 | | 14 | | | | |
| 15 | Total Personnel | 15 | 153.80 | 15,569,549 | 135.60 | 14,169,525 |
| 16 | | 16 | | | | |
| 17 | Hourly Compensation | 17 | | 310,279 | | 64,666 |
| 18 | | 18 | | | | |
| 19 | Travel | 19 | | 467,394 | | 112,989 |
| 20 | Other Current Expense | 20 | | 5,535,589 | | 6,543,002 |
| 21 | | 21 | | | | |
| 22 | | 22 | | | | |
| 23 | Capital | 23 | | 536,597 | | 15,000 |
| 24 | | 24 | | | | |
| 25 | TOTAL EDUCATION & GENERAL RESEARCH | 25 | 153.80 | 22,419,408 | 135.60 | 20,905,182 |

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Institution No.:

Format 1100

EDUCATION & GENERAL - INSTRUCTION

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|
| 1 | Salaries, Full-Time Faculty Non-Classified | 1 | - | - | - | - |
| 2 | Benefits, Full-time Faculty Non-Classified | 2 | | - | | - |
| 3 | Salaries, Part-Time Faculty Non-Classified | 3 | - | - | - | - |
| 4 | Benefits, Part-Time Faculty, Non-Classified | 4 | | - | | - |
| 5 | Subtotal, Faculty | 5 | - | - | - | - |
| 6 | Salaries, Other, Non-Classified | 6 | - | - | | |
| 7 | Benefits, Other, Non-Classified | 7 | | | | |
| 8 | Subtotal Non-Classified Staff | 8 | - | - | - | - |
| 9 | | 9 | | | | |
| 10 | Compensation, Support Assistants | 10 | - | - | - | - |
| 11 | Salaries, Classified Staff | 11 | - | - | - | - |
| 12 | Benefits, Classified Staff | 12 | | - | | - |
| 13 | Subtotal Support Staff | 13 | - | - | - | - |
| 14 | | 14 | | | | |
| 15 | Total Personnel | 15 | - | - | - | - |
| 16 | | 16 | | | | |
| 17 | Hourly Compensation | 17 | | - | | - |
| 18 | | 18 | | | | |
| 19 | Travel | 19 | | - | | - |
| 20 | Other Current Expense | 20 | | - | | - |
| 21 | | 21 | | | | |
| 22 | | 22 | | | | |
| 23 | Capital | 23 | | - | | - |
| 24 | | 24 | | | | |
| 25 | TOTAL EDUCATION & GENERAL INSTRUCTION | 25 | - | - | - | - |

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Institution No.:

Format 600

STATE SUPPORT

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | 2017-18 Actual | 2018-19 Estimate |
|---|---|---|---|---|
| 1 | General Fund Appropriations | 1 | | |
| 2 | Local District College Appropriation | 2 | | |
| 3 | | 3 | | |
| 4 | | 4 | | |
| 5 | | 5 | | |
| 6 | | 6 | | |
| 7 | | 7 | | |
| 8 | | 8 | | |
| 9 | | 9 | | |
| 10 | | 10 | | |
| 11 | | 11 | | |
| 12 | | 12 | | |
| 13 | | 13 | | |
| 14 | Other Restrictions of General Fund / Revenue | 14 | | |
| 15 | | 15 | | |
| 16 | | 16 | | |
| 17 | | 17 | | |
| 18 | | 18 | | |
| 19 | | 19 | | |
| 20 | | 20 | | |
| 21 | | 21 | | |
| 22 | | 22 | | |
| 23 | | 23 | | |
| 24 | | 24 | | |
| 25 | TOTAL APPROPRIATION REVENUES | 25 | - | - |

Institution No.:

Format 413

Appropriated Non Education and General - Function Code 1900

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | 2017-18 Actual | 2018-19 Estimate |
|---|---|---|---|---|
| | Non Education & General Appropriated Revenues (Itemize below) | | | |
| 1 | Marijuana Tax Fund Appropriation | 1 | | |
| 2 | | 2 | | |
| 3 | | 3 | | |
| 4 | | 4 | | |
| 5 | | 5 | | |
| 6 | | 6 | | |
| 7 | | 7 | | |
| 8 | | 8 | | |
| 9 | | 9 | | |
| 10 | | 10 | | |
| 11 | | 11 | | |
| 12 | | 12 | | |
| 13 | | 13 | | |
| 14 | | 14 | | |
| 15 | | 15 | | |
| 16 | | 16 | | |
| 17 | | 17 | | |
| 18 | | 18 | | |
| 19 | | 19 | | |
| 20 | | 20 | | |
| 21 | | 21 | | |
| 22 | | 22 | | |
| 23 | | 23 | | |
| 24 | | 24 | | |
| 25 | | 25 | - | - |
| 26 | | 26 | - | - |
| 27 | | 27 | | |
| 28 | | 28 | | |
| 29 | | 29 | | |
| 30 | TOTAL APPROPRIATED Non Education and General Funds | 30 | | - |

Institution No.:

Format 411

NON APPROPRIATED EDUCATION & GENERAL REVENUES (Other than Tuition) - Balance of Function Code 1100[1]

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | 2017-18 Actual | 2018-19 Estimate |
|---|---|---|---|---|
| | **Non Appropriated Education & General Revenues (Itemize below)** | | | |
| 1 | Academic Fees ( RSC 5009)[2] | 1 | | |
| 2 | Indirect Cost Recoveries | 2 | | |
| 3 | Miscellaneous Revenues | 3 | 6,098,211 | 3,750,000 |
| 4 | Mandatory Registration and Course Fees[4] | 4 | | |
| 5 | Incidental Income - Educational Activities | 5 | | |
| 6 | Student Activity Fees | 6 | | |
| 7 | State Grants and Contracts (not FFS) | 7 | | |
| 8 | Other Mandatory Fees | 8 | | |
| 9 | Amendment 50 Moneys (Transfer Code 900T)[5] | 9 | | |
| 10 | Federal Funds | 10 | 4,329,914 | 4,019,795 |
| 11 | | 11 | | |
| 12 | | 12 | | |
| 13 | | 13 | | |
| 14 | | 14 | | |
| 15 | | 15 | | |
| 16 | Rents | 16 | | |
| 17 | Investment Income | 17 | | |
| 18 | Miscellaneous Non-Operating Income | 18 | | |
| 19 | | 19 | | |
| 20 | | 20 | | |
| 21 | | 21 | | |
| 22 | | 22 | | |
| 23 | | 23 | | |
| 24 | | 24 | | |
| 25 | Total Non Appropriated Education & General Revenues | 25 | 10,428,125 | 7,769,795 |
| | | | (302,783) | |
| 26 | E&G Rollforward (TO future year) / FROM prior year [3] | 26 | - | - |
| 27 | | 27 | | |
| 28 | | 28 | | |
| 29 | | 29 | | |
| 30 | TOTAL NON APPROPRIATED E & G REVENUES | 30 | 10,125,342 | 7,769,795 |

[1] Tuition revenue is reported on Format 100

[2] Pursuant to HB11-1301, fees are no longer appropriated beginning in FY 2011-12. This category will be reported on Format 411 beginning in FY 2011-12.

[3] This cell, in each column, is meant to demonstrate whether the E&G revenues for the year are more or less than actual or projected expenses for the year. This difference between revenues and expenses should approximate the E&G portion of the institutions overall "change in fund balance".

[4] The Course Fees reported on this line are the fees that have historically been non-appropriated. They are not the same fees reported in line 1 that are moving from Fmt 410 to 411 as a result of HB 11-1301.

[5] Beginning FY 14-15 Amendement 50 Moneys were appropriated as Informational, so they will now be reported on Format 411. These Revenues were reported in a unique revenue code (EAT1) in COFRS, however, they are now reported as part of transfer code 900T in CORE. There may be other revenues also reported in 900T. Only the Limited Gaming funds should be reported on this line.

Institution No.:

Format 410

APPROPRIATED EDUCATION & GENERAL REVENUE (Other than Tuition) (Function Code 1100)[1]

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | 2017-18 Actual | 2018-19 Estimate |
|---|---|---|---|---|
| 1 | Appropriated Academic Fees ( RSC 5002)[2] | 1 | Report in Format 411 | Report in Format 411 |
| 2 | | 2 | | |
| 3 | Amendment 50 Moneys (Transfer Code 900T)[3] | 3 | Report in Format 411 | Report in Format 411 |
| 4 | Tobacco Settlement Moneys | 4 | | |
| 5 | DOLA Local Govt Mineral Impact Fund | 5 | | |
| 6 | | 6 | | |
| 7 | | 7 | | |
| 8 | | 8 | | |
| 9 | | 9 | | |
| 10 | | 10 | | |
| 11 | | 11 | | |
| 12 | | 12 | | |
| 13 | | 13 | | |
| 14 | | 14 | | |
| 15 | | 15 | | |
| 16 | | 16 | | |
| 17 | | 17 | | |
| 18 | | 18 | | |
| 19 | | 19 | | |
| 20 | TOTAL OTHER APPROPRIATED E & G REVENUES | 20 | - | - |

[1] Tuition revenue is reported on Format 100

[2] Pursuant to HB11-1301, fees are no longer appropriated beginning in FY 2011-12. This category will be reported on Format 411 beginning in FY 2011-12.

[3] Beginning FY 14-15 Amendement 50 Moneys were appropriated as Informational, so they will now be reported on Format 411. These Revenues were reported in a unique revenue code (EAT1) in COFRS, however, they are now reported as part of transfer code 900T in CORE. There may be other revenues also reported in 900T. Only the Limited Gaming funds should be reported on this line.

Institution No.:

Format 100

## TOTAL TUITION REVENUE and STUDENT FTE

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | CORE Revenue Source Code (RSC): | Ln No | 2017-18 FTE | 2017-18 Actual |
|---|---|---|---|---|---|
| 1 | SUMMER | | 1 | | |
| 2 | Resident | Graduate (4801) | 2 | - | - |
| 3 | | Undergraduate (4802) | 3 | - | - |
| 4 | Nonresident | Graduate (4901) | 4 | - | - |
| 5 | | Undergraduate (4902) | 5 | - | - |
| 6 | Subtotal Summer | | 6 | - | - |
| 7 | FALL | | 7 | | |
| 8 | Resident | Graduate (4801) | 8 | - | - |
| 9 | | Undergraduate (4802) | 9 | - | - |
| 10 | Nonresident | Graduate (4901) | 10 | - | - |
| 11 | | Undergraduate (4902) | 11 | - | - |
| 12 | Subtotal Fall | | 12 | - | - |
| 13 | WINTER | | 13 | | |
| 14 | Resident | Graduate (4801) | 14 | | - |
| 15 | | Undergraduate (4802) | 15 | | - |
| 16 | Nonresident | Graduate (4901) | 16 | | - |
| 17 | | Undergraduate (4902) | 17 | | - |
| 18 | Subtotal Winter | | 18 | - | - |
| 19 | SPRING | | 19 | | |
| 20 | Resident | Graduate (4801) | 20 | - | - |
| 21 | | Undergraduate (4802) | 21 | - | - |
| 22 | Nonresident | Graduate (4901) | 22 | - | - |
| 23 | | Undergraduate (4902) | 23 | - | - |
| 24 | Subtotal Spring | | 24 | - | - |
| 25 | SUBTOTAL | | 25 | | |
| 26 | Resident | Graduate (4801) | 26 | - | - |
| 27 | | Undergraduate (4802) | 27 | - | - |
| 28 | Nonresident | Graduate (4901) | 28 | - | - |
| 29 | | Undergraduate (4902) | 29 | - | - |
| 30 | | | 30 | | |
| 31 | SUBTOTAL RESIDENT | | 31 | - | - |
| 32 | SUBTOTAL NONRESIDENT | | 32 | - | - |
| 33 | SUBTOTAL GRADUATE | | 33 | - | - |
| 34 | SUBTOTAL UNDERGRADUATE | | 34 | - | - |
| 35 | TOTAL TUITION REVENUE (E&G CORE Function Code 1100) | | 35 | - | - |

36 Scholarship allowance information can be found on the institution's audited financial statements or in the state's accounting system (CORE). The actual institutional funds devoted to student financial aid are reported on Format 1800.

Total Tuition Includes Stipend Reimbursement

Tuition rate information previously provided in Formats 35R and 35NR can be found in the DHE Tuition and Fee Survey.

Institution No.:

Format 40

NAME: Colorado State University

Due Date: October 03, 2018

## SUMMARY

| COURSE LEVEL | 2017-18 Actual FTE STUDENTS | FTE FACULTY | S/F RATIO |
|---|---|---|---|
| Vocational | - | - | - |
| Lower Level | - | - | - |
| Upper Level | - | - | - |
| Total Undergraduate | - | - | - |
| Graduate I | - | - | - |
| Graduate II | - | - | - |
| Total Graduate | - | - | - |
| Grand Total | 0.00 | 0.00 | - |

NOTE: Institutions are required to maintain detailed information on the above data by Classification of Instructional Program (CIP) area. Detailed data available upon request.

Institution No.:

Format 30

## STUDENT, FACULTY, AND STAFF DATA

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | | Ln No | 2017-18 Actual | 2018-19 Estimate |
|---|---|---|---|---|
| 1 | STUDENT FTE DATA: | 1 | | |
| 2A | COF Resident Undergraduate FTE | 2A | - | - |
| 2B | Non-COF Resident Undergraduate FTE | 2B | | |
| 2C | Total Resident Undergraduate FTE | 2C | - | - |
| 3 | Resident Graduate FTE | 3 | - | - |
| 4 | Total Resident FTE | 4 | - | - |
| 5 | | 5 | | |
| 6 | Nonresident Undergraduate FTE | 6 | - | - |
| 7 | Nonresident Graduate FTE | 7 | - | - |
| 8 | Total Nonresident FTE | 8 | - | - |
| 9 | | 9 | | |
| 10 | Total FTE Undergraduate | 10 | - | - |
| 11 | Total FTE Graduate | 11 | - | - |
| 12 | Total FTE Students | 12 | - | - |
| 13 | | 13 | | |
| 15 | COST PER STUDENT | 15 | | |
| 16 | Total E&G Cost Per FTE Student | 16 | | |
| 17 | COF Stipend Per Undergraduate Resident FTE | 17 | | |
| 18 | | 18 | | |
| 19 | INSTRUCTIONAL and RESEARCH FACULTY DATA (SOURCE FMT 40 OR FMT 1100 and 1: | 19 | | |
| 20 | Faculty FTE Total | 20 | 54.90 | |
| 21 | FTE Full-time Faculty | 21 | 53.00 | |
| 22 | FTE Part-time Faculty | 22 | 1.90 | |
| 23 | | 23 | | |
| 24 | AVG COMPENSATION INSTRUCTIONAL and RESEARCH FACULTY | 24 | | |
| 25 | All Faculty Combined | 25 | 135,782 | |
| 26 | Full-time Average Compensation | 26 | 139,269 | |
| 27 | Part-time Average Compensation | 27 | 38,522 | |
| 28 | | 28 | | |
| 29 | Total Faculty and Staff FTE (Format 20) | 29 | 153.80 | |

(Note: Rows 19 through 27 provide compensation information for instructional and research faculty only. Prior to FY 2010-11, past budget databooks provided compensation information for instructional faculty and staff.

CORE Code: 4407
Institution No.:

Format 070

## Fee-For-Service Contracts (System Level Only)[1]

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | 2017-18 Actual | 2018-19 Estimate |
|---|---|---|---|---|
| 1 | Contracts: | 1 | | |
| 2 | Educational services in rural areas or communities in which the cost of delivering the educational services is not sustained by the amount received in student tuition | 2 | - | - |
| 3 | Reciprocal | 3 | - | - |
| 4 | Graduate school services | 4 | - | - |
| 5 | Economic development | 5 | - | - |
| 6 | Specialized educational services and professional degrees, including but not limited to the areas of dentistry medicine, venerinary medicine, nursing, law, forestry, and engineering. | 6 | 14,339,892 | 16,090,660 |
| 7 | | 7 | | |
| 8 | | 8 | | |
| 9 | | 9 | | |
| 10 | | 10 | | |
| 11 | | 11 | | |
| 12 | Total | 12 | 14,339,892 | 16,090,660 |

[1] This is not needed by institution, but only in total for the system.

Institution No.:

Format 20

## INSTITUTION SUMMARY

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Functional Expenditure Summary | | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|---|
| 1 | Instruction | Fmt. 1100 Ln 25 | 1 | - | - | - | - |
| 2 | Research (State Supported) | Fmt. 1200 Ln 25 | 2 | 153.80 | 22,419,408 | 135.60 | 20,905,182 |
| 3 | Public Service | Fmt. 1300 Ln 25 | 3 | - | - | - | - |
| 4 | Academic Support | Fmt. 1400 Ln 25 | 4 | - | - | - | - |
| 5 | Student Services | Fmt. 1500 Ln 25 | 5 | - | - | - | - |
| 6 | Institutional Support | Fmt. 1600 Ln 25 | 6 | - | 800,347 | - | 1,129,271 |
| 7 | Operation & Maintenance of Plant | Fmt. 1700 Ln 25 | 7 | - | 1,315,062 | - | 1,826,002 |
| 8 | Scholarships & Fellowships | Fmt. 1800 Ln 25 | 8 | - | - | - | - |
| 9 | Hospitals | Fmt. 1900 Ln 25 | 9 | - | - | - | - |
| 10 | Transfers | Fmt. 2000 Ln 20 | 10 | - | (69,583) | - | - |
| 11 | TOTAL EDUCATION & GENERAL EXPENDITURES | | 11 | 153.80 | 24,465,234 | 135.60 | 23,860,455 |
| 12 | SOURCE OF FUNDS (Fund Number) | | 12 | | | | |
| 13 | State Appropriation | Fmt. 600 Ln 25 | 13 | | - | | - |
| 14 | FFS Contracts | Fmt. 070 Ln 12 | 14 | | 14,339,892 | | 16,090,660 |
| 15 | Undergraduate Resident Tuition "Stipend" | | 15 | - | | - | |
| 16 | Undergraduate Resident Tuition "Student Share" | | 16 | | - | | |
| 17 | **Subtotal Undergraduate Resident Tuition** | Fmt. 100 | 17 | | - | | - |
| 18 | Graduate Resident Tuition | Fmt. 100 | 18 | | - | | |
| 19 | Non-Resident Tuition | Fmt. 100 | 19 | | - | | |
| 20 | Total Tuition | Fmt. 100 | 20 | | - | | - |
| 21 | | | 21 | | - | | - |
| 22 | | | 22 | | - | | - |
| 23 | | | 23 | | | | |
| 24 | | | 24 | | | | |
| 25 | Non Appropriated E & G (Other than Tuition) Fun | Fmt. 411 Ln 20 | 25 | | 10,125,342 | | 7,769,795 |
| 26 | | | 26 | | | | |
| 27 | TOTAL EDUCATION & GENERAL REVENUE | | 27 | | 24,465,234 | | 23,860,455 |

Blue cells should be entered directly on this format, they will not "roll up" from another format

**Scholarship** allowance information can be found on the institution's audited financial statements or in the state's accounting system (CORE). The actual institutional funds devoted to student financial aid are **reported** on Format 1800.

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Governing Board Summary

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Functional Expenditure Summary | | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|---|
| 1 | Instruction | Fmt. 1100 Ln 25 | 1 | - | - | - | - |
| 2 | Research (State Supported) | Fmt. 1200 Ln 25 | 2 | - | - | - | - |
| 3 | Public Service | Fmt. 1300 Ln 25 | 3 | - | - | - | - |
| 4 | Academic Support | Fmt. 1400 Ln 25 | 4 | - | - | - | - |
| 5 | Student Services | Fmt. 1500 Ln 25 | 5 | - | - | - | - |
| 6 | Institutional Support | Fmt. 1600 Ln 25 | 6 | - | - | - | - |
| 7 | Operation & Maintenance of Plant | Fmt. 1700 Ln 25 | 7 | - | - | - | - |
| 8 | Scholarships & Fellowships | Fmt. 1800 Ln 25 | 8 | - | - | - | - |
| 9 | Hospitals | Fmt. 1900 Ln 25 | 9 | - | - | - | - |
| 10 | Transfers | Fmt. 2000 Ln 20 | 10 | - | - | - | - |
| 11 | TOTAL EDUCATION & GENERAL EXPENDITURES | | 11 | - | - | - | - |
| 12 | SOURCE OF FUNDS (Fund Number) | | 12 | | | | |
| 13 | State Appropriation | Fmt. 600 Ln 25 | 13 | | - | | - |
| 14 | FFS Contracts | Fmt. 700 Ln 1 | 14 | | - | | - |
| 15 | Undergraduate Resident Tuition "Stipend" | | 15 | - | - | - | - |
| 16 | Undergraduate Resident Tuition "Student Share" | | 16 | | - | | - |
| 17 | **Subtotal Undergraduate Tuition** | | 17 | | - | | - |
| 18 | Graduate Resident Tuition | | 18 | | - | | - |
| 19 | Non-Resident Tuition | | 19 | | - | | - |
| 20 | Total Tuition | | 20 | | - | | - |
| 21 | Appropriated E&G | | 21 | | - | | - |
| 22 | | | 22 | | - | | - |
| 23 | | | 23 | | | | |
| 24 | | | 24 | | | | |
| 25 | Non Appropriated E & G (Other than Tuition) Function Code 11XX | | 25 | | - | | - |
| 26 | | | 26 | | | | |
| 27 | TOTAL EDUCATION & GENERAL REVENUE | | 27 | | - | | - |

Scholarship allowance information can be found on the institution's audited financial statements or in the state's accounting system (CORE). The actual institutional funds devoted to student financial aid are reported on Format 1800.

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

# Budget Data Book

## Actual Fiscal Year 2017-18
## Estimate Fiscal Year 2018-19

Institution Name: *Colorado State University*
Unit (Campus): Agricultural Experiment Station
Institution Code: GOB
Contact Information: Angie Nielsen

Tuition rate information previously provided in Formats 35R and 35NR can be found in the DHE Tuition and Fee Survey.

## Submitted: October 8, 2018

Institution No.:

Format 2000

## TRANSFERS (TO) FROM CURRENT EDUCATION & GENERAL FUNDS

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | 2017-18 Actual | 2018-19 Estimate |
|---|---|---|---|---|
| 1 | Mandatory Transfers: | 1 | | |
| 2 | | 2 | | |
| 3 | | 3 | | |
| 4 | | 4 | | |
| 5 | | 5 | | |
| 6 | | 6 | | |
| 7 | | 7 | | |
| 8 | | 8 | | |
| 9 | | 9 | | |
| 10 | Subtotal Mandatory Transfers: | 10 | - | - |
| 11 | | 11 | | |
| 12 | Non-mandatory Transfers: | 12 | (2,675,817) | 5,849,078 |
| 13 | rounding | 13 | 1 | |
| 14 | | 14 | | |
| 15 | | 15 | | |
| 16 | | 16 | | |
| 17 | | 17 | | |
| 18 | | 18 | | |
| 19 | Subtotal Non-mandatory Transfers: | 19 | (2,675,816) | 5,849,078 |
| 20 | TOTAL TRANSFERS (TO) FROM FUNDS CURRENT EDUCATION & GENERAL FUNDS | 20 | (2,675,816) | 5,849,078 |

Institution No.:

Format 1900

## EDUCATION & GENERAL - HOSPITALS

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|
| 1 | DO NOT DELETE ROWS 1-5 | 1 | | | | |
| 2 | DO NOT DELETE ROWS 1-5 | 2 | | | | |
| 3 | DO NOT DELETE ROWS 1-5 | 3 | | | | |
| 4 | DO NOT DELETE ROWS 1-5 | 4 | | | | |
| 5 | DO NOT DELETE ROWS 1-5 | 5 | | | | |
| 6 | Salaries, Other, Non-Classified | 6 | | | | |
| 7 | Benefits, Other, Non-Classified | 7 | | | | |
| 8 | Compensation, Part-Time Non-Classified | 8 | | | | |
| 9 | Subtotal Non-Classified Staff | 9 | - | - | - | - |
| 10 | | 10 | | | | |
| 11 | Salaries, Classified Staff | 11 | | | | |
| 12 | Benefits, Classified Staff | 12 | | | | |
| 13 | Subtotal Support Staff | 13 | - | - | - | - |
| 14 | | 14 | | | | |
| 15 | Total Personnel | 15 | - | - | - | - |
| 16 | | 16 | | | | |
| 17 | Hourly Compensation | 17 | | | | |
| 18 | | 18 | | | | |
| 19 | Travel | 19 | | | | |
| 20 | Other Current Expense | 20 | | | | |
| 21 | | 21 | | | | |
| 22 | | 22 | | | | |
| 23 | Capital | 23 | | | | |
| 24 | | 24 | | | | |
| | | 25 | | | | |
| 25 | TOTAL EDUCATION & GENERAL HOSPITALS | | - | - | - | - |

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Institution No.:

Format 1800

## EDUCATION & GENERAL - SCHOLARSHIPS & FELLOWSHIPS

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | 2017-18 Actual | 2018-19 Estimate |
|---|---|---|---|---|
| 1 | Scholarships and Fellowships | 1 | - | - |
| 2 | | 2 | | |
| 3 | | 3 | | |
| 4 | | 4 | | |
| 5 | | 5 | | |
| 6 | | 6 | | |
| 7 | | 7 | | |
| 8 | | 8 | | |
| 9 | | 9 | | |
| 10 | | 10 | | |
| 11 | | 11 | | |
| 12 | | 12 | | |
| 13 | | 13 | | |
| 14 | | 14 | | |
| 15 | | 15 | | |
| 16 | | 16 | | |
| 17 | | 17 | | |
| 18 | | 18 | | |
| 19 | | 19 | | |
| 20 | | 20 | | |
| 21 | | 21 | | |
| 22 | | 22 | | |
| 23 | | 23 | | |
| 24 | | 24 | | |
| 25 | TOTAL EDUCATION & GENERAL SCHOLARSHIPS & FELLOWSHIPS | 25 | - | - |

**Scholarship** allowance information can be found on the institution's audited financial statements or in the state's accounting system (CORE). The actual institutional funds devoted to student financial aid are

Institution No.:

Format 1700

## EDUCATION & GENERAL - OPERATION & MAINTENANCE OF PLANT

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|
| 1 | DO NOT DELETE ROWS 1-5 | 1 | | | | |
| 2 | DO NOT DELETE ROWS 1-5 | 2 | | | | |
| 3 | DO NOT DELETE ROWS 1-5 | 3 | | | | |
| 4 | DO NOT DELETE ROWS 1-5 | 4 | | | | |
| 5 | DO NOT DELETE ROWS 1-5 | 5 | | | | |
| 6 | Salaries, Non-Classified Staff | 6 | 1.00 | 75,335 | 1.00 | 72,334 |
| 7 | Benefits, Non-Classified Staff | 7 | | 20,738 | | 21,142 |
| 8 | Subtotal, Non-Classified Staff | 8 | 1.00 | 96,073 | 1.00 | 93,476 |
| 9 | | 9 | | | | |
| 10 | | 10 | | | | |
| 11 | Salaries, Classified Staff | 11 | 12.20 | 416,272 | 13.00 | 449,372 |
| 12 | Benefits, Classified Staff | 12 | | 177,332 | | 187,388 |
| 13 | Subtotal Classified Staff | 13 | 12.20 | 593,604 | 13.00 | 636,760 |
| 14 | | 14 | | | | |
| 15 | Total Personnel | 15 | 13.20 | 689,677 | 14.00 | 730,236 |
| 16 | | 16 | | | | |
| 17 | Hourly Compensation | 17 | | 55,021 | | 62,333 |
| 18 | | 18 | | | | |
| 19 | Travel | 19 | | - | | |
| 20 | Other Current Expense | 20 | | 1,089,723 | | 1,360,636 |
| 21 | Utilities | 21 | | 1,209,297 | | 1,042,988 |
| 22 | | 22 | | | | |
| 23 | Capital | 23 | | - | | |
| 24 | | 24 | | | | |
| 25 | TOTAL EDUCATION & GENERAL OPERATION & MAINTENANCE OF PLANT | 25 | 13.20 | 3,043,718 | 14.00 | 3,196,193 |

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Institution No.:

Format 1600

## EDUCATION & GENERAL - INSTITUTIONAL SUPPORT

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|
| 1 | DO NOT DELETE ROWS 1-5 | 1 | | | | |
| 2 | DO NOT DELETE ROWS 1-5 | 2 | | | | |
| 3 | DO NOT DELETE ROWS 1-5 | 3 | | | | |
| 4 | DO NOT DELETE ROWS 1-5 | 4 | | | | |
| 5 | DO NOT DELETE ROWS 1-5 | 5 | | | | |
| 6 | Salaries, Non-Classified Staff | 6 | - | - | - | - |
| 7 | Benefits, Non-Classified Staff | 7 | | - | | - |
| 8 | Subtotal, Non-Classified Staff | 8 | - | - | - | - |
| 9 | | 9 | | | | |
| 10 | | 10 | | | | |
| 11 | Salaries, Classified Staff | 11 | 3.10 | 163,368 | 4.00 | 179,132 |
| 12 | Benefits, Classified Staff | 12 | | 69,595 | | 75,571 |
| 13 | Subtotal Classified Staff | 13 | 3.10 | 232,963 | 4.00 | 254,703 |
| 14 | | 14 | | | | |
| 15 | Total Personnel | 15 | 3.10 | 232,963 | 4.00 | 254,703 |
| 16 | | 16 | | | | |
| 17 | Hourly Compensation | 17 | | 1,339 | | - |
| 18 | | 18 | | | | |
| 19 | Travel | 19 | | - | | |
| 20 | Other Current Expense | 20 | | 2,076,979 | | 2,569,643 |
| 21 | | 21 | | | | |
| 22 | | 22 | | | | |
| 23 | Capital | 23 | | - | | |
| 24 | | 24 | | | | |
| 25 | TOTAL EDUCATION & GENERAL INSTITUTIONAL SUPPORT | 25 | 3.10 | 2,311,281 | 4.00 | 2,824,346 |

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Institution No.:

Format 1500

## EDUCATION & GENERAL - STUDENT SERVICES

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|
| 1 | DO NOT DELETE ROWS 1-5 | 1 | | | | |
| 2 | DO NOT DELETE ROWS 1-5 | 2 | | | | |
| 3 | DO NOT DELETE ROWS 1-5 | 3 | | | | |
| 4 | DO NOT DELETE ROWS 1-5 | 4 | | | | |
| 5 | DO NOT DELETE ROWS 1-5 | 5 | | | | |
| 6 | Salaries, Non-Classified Staff | 6 | - | - | - | - |
| 7 | Benefits, Non-Classified Staff | 7 | | - | | - |
| 8 | Subtotal, Non-Classified Staff | 8 | - | - | - | - |
| 9 | | 9 | | | | |
| 10 | | 10 | | | | |
| 11 | Salaries, Classified Staff | 11 | - | - | - | - |
| 12 | Benefits, Classified Staff | 12 | | - | | - |
| 13 | Subtotal Classified Staff | 13 | - | - | - | - |
| 14 | | 14 | | | | |
| 15 | Total Personnel | 15 | - | - | - | - |
| 16 | | 16 | | | | |
| 17 | Hourly Compensation | 17 | | - | | - |
| 18 | | 18 | | | | |
| 19 | Travel | 19 | | - | | |
| 20 | Other Current Expense | 20 | | 220,611 | | 305,094 |
| 21 | | 21 | | | | |
| 22 | | 22 | | | | |
| 23 | Capital | 23 | | | | |
| 24 | | 24 | | | | |
| 25 | TOTAL EDUCATION & GENERAL STUDENT SERVICES | 25 | - | 220,611 | - | 305,094 |

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Institution No.:

Format 1400

## EDUCATION & GENERAL - ACADEMIC SUPPORT

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|
| 1 | DO NOT DELETE ROWS 1-5 | 1 | | | | |
| 2 | DO NOT DELETE ROWS 1-5 | 2 | | | | |
| 3 | DO NOT DELETE ROWS 1-5 | 3 | | | | |
| 4 | DO NOT DELETE ROWS 1-5 | 4 | | | | |
| 5 | DO NOT DELETE ROWS 1-5 | 5 | | | | |
| 6 | Salaries, Non-Classified Staff | 6 | 48.70 | 4,534,744 | 44.39 | 3,971,993 |
| 7 | Benefits, Non-Classified Staff | 7 | | 1,306,378 | | 1,134,129 |
| 8 | Subtotal, Non-Classified Staff | 8 | 48.70 | 5,841,122 | 44.39 | 5,106,122 |
| 9 | | 9 | | | | |
| 10 | | 10 | | | | |
| 11 | Salaries, Classified Staff | 11 | 39.90 | 2,053,110 | 44.60 | 2,054,382 |
| 12 | Benefits, Classified Staff | 12 | | 874,625 | | 856,677 |
| 13 | Subtotal Classified Staff | 13 | 39.90 | 2,927,735 | 44.60 | 2,911,059 |
| 14 | | 14 | | | | |
| 15 | Total Personnel | 15 | 88.60 | 8,768,857 | 88.99 | 8,017,181 |
| 16 | | 16 | | | | |
| 17 | Hourly Compensation | 17 | | 231,801 | | 403,022 |
| 18 | | 18 | | | | |
| 19 | Travel | 19 | | 362,855 | | |
| 20 | Other Current Expense | 20 | | 2,188,955 | | 12,122,062 |
| 21 | | 21 | | | | |
| 22 | | 22 | | | | |
| 23 | Capital | 23 | | 1,192,110 | | - |
| 24 | | 24 | | | | |
| 25 | TOTAL EDUCATION & GENERAL ACADEMIC SUPPORT | 25 | 88.60 | 12,744,578 | 88.99 | 20,542,265 |

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Institution No.:

Format 1300

## EDUCATION & GENERAL - PUBLIC SERVICE

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|
| 1 | DO NOT DELETE ROWS 1-5 | 1 | | | | |
| 2 | DO NOT DELETE ROWS 1-5 | 2 | | | | |
| 3 | DO NOT DELETE ROWS 1-5 | 3 | | | | |
| 4 | DO NOT DELETE ROWS 1-5 | 4 | | | | |
| 5 | DO NOT DELETE ROWS 1-5 | 5 | | | | |
| 6 | Salaries, Non-Classified Staff | 6 | 36.30 | 2,298,677 | 40.35 | 2,622,387 |
| 7 | Benefits, Non-Classified Staff | 7 | | 644,472 | | 780,487 |
| 8 | Subtotal, Non-Classified Staff | 8 | 36.30 | 2,943,149 | 40.35 | 3,402,874 |
| 9 | | 9 | | | | |
| 10 | | 10 | | | | |
| 11 | Salaries, Classified Staff | 11 | 32.70 | 1,605,910 | 33.05 | 1,511,147 |
| 12 | Benefits, Classified Staff | 12 | | 684,118 | | 630,148 |
| 13 | Subtotal Classified Staff | 13 | 32.70 | 2,290,028 | 33.05 | 2,141,295 |
| 14 | | 14 | | | | |
| 15 | Total Personnel | 15 | 69.00 | 5,233,177 | 73.40 | 5,544,169 |
| 16 | | 16 | | | | |
| 17 | Hourly Compensation | 17 | | 176,139 | | 131,020 |
| 18 | | 18 | | | | |
| 19 | Travel | 19 | | 61,130 | | 30,000 |
| 20 | Other Current Expense | 20 | | 5,201,355 | | 7,084,876 |
| 21 | | 21 | | | | |
| 22 | | 22 | | | | |
| 23 | Capital | 23 | | 204,392 | | |
| 24 | | 24 | | | | |
| 25 | TOTAL EDUCATION & GENERAL PUBLIC SERVICE | 25 | 69.00 | 10,876,193 | 73.40 | 12,790,065 |

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Institution No.:

Format 1200

## EDUCATION & GENERAL - RESEARCH

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|
| 1 | Salaries, Full-Time Faculty Non-Classified | 1 | 3.70 | 349,214 | 1.00 | 137,515 |
| 2 | Benefits, Full-time Faculty Non-Classified | 2 | | 123,747 | | 40,868 |
| 3 | Salaries, Part-Time Faculty Non-Classified | 3 | | - | - | |
| 4 | Benefits, Part-Time Faculty, Non-Classified | 4 | | - | | |
| 5 | Subtotal, Faculty | 5 | 3.70 | 472,961 | 1.00 | 178,383 |
| 6 | Salaries, Other, Non-Classified | 6 | 7.00 | 394,408 | 2.77 | 133,397 |
| 7 | Benefits, Other, Non-Classified | 7 | | 104,750 | | 31,995 |
| 8 | Subtotal Non-Classified Staff | 8 | 10.70 | 972,119 | 3.77 | 343,775 |
| 9 | | 9 | | | | |
| 10 | Compensation, Support Assistants | 10 | 0.30 | 15,989 | - | - |
| 11 | Salaries, Classified Staff | 11 | 1.00 | 48,002 | 2.00 | 81,108 |
| 12 | Benefits, Classified Staff | 12 | | 20,586 | | 33,822 |
| 13 | Subtotal Support Staff | 13 | 1.30 | 84,577 | 2.00 | 114,930 |
| 14 | | 14 | | | | |
| 15 | Total Personnel | 15 | 12.00 | 1,056,696 | 5.77 | 458,705 |
| 16 | | 16 | | | | |
| 17 | Hourly Compensation | 17 | | 63,408 | | |
| 18 | | 18 | | | | |
| 19 | Travel | 19 | | 111,048 | | 3,000 |
| 20 | Other Current Expense | 20 | | 903,215 | | 497,794 |
| 21 | | 21 | | | | |
| 22 | | 22 | | | | |
| 23 | Capital | 23 | | 190,253 | | - |
| 24 | | 24 | | | | |
| 25 | TOTAL EDUCATION & GENERAL RESEARCH | 25 | 12.00 | 2,324,620 | 5.77 | 959,499 |

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Institution No.:

Format 1100

## EDUCATION & GENERAL - INSTRUCTION

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|
| 1 | Salaries, Full-Time Faculty Non-Classified | 1 | 142.00 | 14,619,827 | 122.17 | 16,675,804 |
| 2 | Benefits, Full-time Faculty Non-Classified | 2 | | 4,220,075 | | 4,796,429 |
| 3 | Salaries, Part-Time Faculty Non-Classified | 3 | 0.70 | 47,824 | 0.84 | 49,115 |
| 4 | Benefits, Part-Time Faculty, Non-Classified | 4 | | 6,150 | | 6,827 |
| 5 | Subtotal, Faculty | 5 | 142.70 | 18,893,876 | 123.01 | 21,528,175 |
| 6 | Salaries, Other, Non-Classified | 6 | 101.20 | 5,548,333 | 98.23 | 5,148,820 |
| 7 | Benefits, Other, Non-Classified | 7 | | 1,382,646 | | 1,298,196 |
| 8 | Subtotal Non-Classified Staff | 8 | 243.90 | 25,824,855 | 221.24 | 27,975,191 |
| 9 | | 9 | | | | |
| 10 | Compensation, Support Assistants | 10 | 0.10 | 5,322 | - | - |
| 11 | Salaries, Classified Staff | 11 | 134.00 | 6,449,991 | 151.37 | 6,665,561 |
| 12 | Benefits, Classified Staff | 12 | | 2,747,696 | | 2,779,539 |
| 13 | Subtotal Support Staff | 13 | 134.10 | 9,203,009 | 151.37 | 9,445,100 |
| 14 | | 14 | | | | |
| 15 | Total Personnel | 15 | 378.00 | 35,027,864 | 372.61 | 37,420,291 |
| 16 | | 16 | | | | |
| 17 | Hourly Compensation | 17 | | 342,329 | | 298,409 |
| 18 | | 18 | | | | |
| 19 | Travel | 19 | | 273,324 | | 10,049 |
| 20 | Other Current Expense | 20 | | 11,369,534 | | 15,743,876 |
| 21 | | 21 | | | | |
| 22 | | 22 | | | | |
| 23 | Capital | 23 | | 710,860 | | - |
| 24 | | 24 | | | | |
| 25 | TOTAL EDUCATION & GENERAL INSTRUCTION | 25 | 378.00 | 47,723,911 | 372.61 | 53,472,625 |

FTE Note. For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Institution No.:

Format 600

STATE SUPPORT

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | 2017-18 Actual | 2018-19 Estimate |
|---|---|---|---|---|
| 1 | General Fund Appropriations | 1 | | |
| 2 | Local District College Appropriation | 2 | | |
| 3 | | 3 | | |
| 4 | | 4 | | |
| 5 | | 5 | | |
| 6 | | 6 | | |
| 7 | | 7 | | |
| 8 | | 8 | | |
| 9 | | 9 | | |
| 10 | | 10 | | |
| 11 | | 11 | | |
| 12 | | 12 | | |
| 13 | | 13 | | |
| 14 | Other Restrictions of General Fund / Revenue | 14 | | |
| 15 | | 15 | | |
| 16 | | 16 | | |
| 17 | | 17 | | |
| 18 | | 18 | | |
| 19 | | 19 | | |
| 20 | | 20 | | |
| 21 | | 21 | | |
| 22 | | 22 | | |
| 23 | | 23 | | |
| 24 | | 24 | | |
| 25 | TOTAL APPROPRIATION REVENUES | 25 | - | - |

Institution No.:

Format 413

Appropriated Non Education and General - Function Code 1900

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | 2017-18 Actual | 2018-19 Estimate |
|---|---|---|---|---|
| | **Non Education & General Appropriated Revenues (Itemize below)** | | | |
| 1 | Marijuana Tax Fund Appropriation | 1 | | |
| 2 | | 2 | | |
| 3 | | 3 | | |
| 4 | | 4 | | |
| 5 | | 5 | | |
| 6 | | 6 | | |
| 7 | | 7 | | |
| 8 | | 8 | | |
| 9 | | 9 | | |
| 10 | | 10 | | |
| 11 | | 11 | | |
| 12 | | 12 | | |
| 13 | | 13 | | |
| 14 | | 14 | | |
| 15 | | 15 | | |
| 16 | | 16 | | |
| 17 | | 17 | | |
| 18 | | 18 | | |
| 19 | | 19 | | |
| 20 | | 20 | | |
| 21 | | 21 | | |
| 22 | | 22 | | |
| 23 | | 23 | | |
| 24 | | 24 | | |
| 25 | | 25 | - | - |
| 26 | | 26 | - | - |
| 27 | | 27 | | |
| 28 | | 28 | | |
| 29 | | 29 | | |
| 30 | TOTAL APPROPRIATED Non Education and General Funds | 30 | | - |

Institution No.:

Format 411

NON APPROPRIATED EDUCATION & GENERAL REVENUES (Other than Tuition) - Balance of Function Code 1100[1]

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | 2017-18 Actual | 2018-19 Estimate |
|---|---|---|---|---|
| | **Non Appropriated Education & General Revenues (Itemize below)** | | | |
| 1 | Academic Fees ( RSC 5009)[2] | 1 | | |
| 2 | Indirect Cost Recoveries | 2 | | |
| 3 | Miscellaneous Revenues | 3 | 14,008,287 | 20,659,142 |
| 4 | Mandatory Registration and Course Fees[4] | 4 | | |
| 5 | Incidental Income - Educational Activities | 5 | | |
| 6 | Student Activity Fees | 6 | | |
| 7 | State Grants and Contracts (not FFS) | 7 | | |
| 8 | Other Mandatory Fees | 8 | | |
| 9 | Amendment 50 Moneys (Transfer Code 900T)[5] | 9 | | |
| 10 | Federal Funds (Animal, Health & Disease) | 10 | 260,193 | 180,316 |
| 11 | WICHE Equipment & Replacement Fee | 11 | 139,650 | 139,650 |
| 12 | WICHE Equipment Reserve | 12 | 145,350 | 145,350 |
| 13 | Veterinary Teaching Hospital | 13 | 24,163,364 | 25,763,970 |
| 14 | | 14 | | |
| 15 | | 15 | | |
| 16 | Rents | 16 | | |
| 17 | Investment Income | 17 | 8,211 | |
| 18 | Miscellaneous Non-Operating Income | 18 | | |
| 19 | | 19 | | |
| 20 | | 20 | | |
| 21 | | 21 | | |
| 22 | | 22 | | |
| 23 | | 23 | | |
| 24 | | 24 | | |
| 25 | Total Non Appropriated Education & General Revenues | 25 | 38,725,055 | 46,888,428 |
| 26 | E&G Rollforward (TO future year) / FROM prior year[3] | 26 | (11,705,949) | - |
| 27 | | 27 | | |
| 28 | | 28 | | |
| 29 | | 29 | | |
| 30 | TOTAL NON APPROPRIATED E & G REVENUES | 30 | 27,019,106 | 46,888,428 |

[1] Tuition revenue is reported on Format 100

[2] Pursuant to HB11-1301, fees are no longer appropriated beginning in FY 2011-12. This category will be reported on Format 411 beginning in FY 2011-12.

[3] This cell, in each column, is meant to demonstrate whether the E&G revenues for the year are more or less than actual or projected expenses for the year. This difference between revenues and expenses should approximate the E&G portion of the institutions overall "change in fund balance".

[4] The Course Fees reported on this line are the fees that have historically been non-appropriated. They are not the same fees reported in line 1 that are moving from Fmt 410 to 411 as a result of HB 11-1301.

[5] Beginning FY 14-15 Amendement 50 Moneys were appropriated as Informational, so they will now be reported on Format 411. These Revenues were reported in a unique revenue code (EAT1) in COFRS, however, they are now reported as part of transfer code 900T in CORE. There may be other revenues also reported in 900T. Only the Limited Gaming funds should be reported on this line.

Institution No.:

Format 410

APPROPRIATED EDUCATION & GENERAL REVENUE (Other than Tuition) (Function Code 1100)[1]

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | 2017-18 Actual | 2018-19 Estimate |
|---|---|---|---|---|
| 1 | Appropriated Academic Fees ( RSC 5002)[2] | 1 | Report in Format 411 | Report in Format 411 |
| 2 | | 2 | | |
| 3 | Amendment 50 Moneys (Transfer Code 900T)[3] | 3 | Report in Format 411 | Report in Format 411 |
| 4 | Tobacco Settlement Moneys | 4 | | |
| 5 | DOLA Local Govt Mineral Impact Fund | 5 | | |
| 6 | | 6 | | |
| 7 | | 7 | | |
| 8 | | 8 | | |
| 9 | | 9 | | |
| 10 | | 10 | | |
| 11 | | 11 | | |
| 12 | | 12 | | |
| 13 | | 13 | | |
| 14 | | 14 | | |
| 15 | | 15 | | |
| 16 | | 16 | | |
| 17 | | 17 | | |
| 18 | | 18 | | |
| 19 | | 19 | | |
| 20 | TOTAL OTHER APPROPRIATED E & G REVENUES | 20 | - | - |

[1] Tuition revenue is reported on Format 100

[2] Pursuant to HB11-1301, fees are no longer appropriated beginning in FY 2011-12. This category will be reported on Format 411 beginning in FY 2011-12.

[3] Beginning FY 14-15 Amendement 50 Moneys were appropriated as Informational, so they will now be reported on Format 411. These Revenues were reported in a unique revenue code (EAT1) in COFRS, however, they are now reported as part of transfer code 900T in CORE. There may be other revenues also reported in 900T. Only the Limited Gaming funds should be reported on this line.

Institution No.:

Format 100

TOTAL TUITION REVENUE and STUDENT FTE

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | CORE Revenue Source Code (RSC): | Ln No | FTE | 2017-18 Actual |
|---|---|---|---|---|---|
| 1 | SUMMER | | 1 | | |
| 2 | Resident | Graduate (4801) | 2 | 44.04 | 751,966 |
| 3 | | Undergraduate (4802) | 3 | - | - |
| 4 | Nonresident | Graduate (4901) | 4 | 36.75 | 1,239,593 |
| 5 | | Undergraduate (4902) | 5 | - | - |
| 6 | Subtotal Summer | | 6 | 80.79 | 1,991,559 |
| 7 | FALL | | 7 | | |
| 8 | Resident | Graduate (4801) | 8 | 246.54 | 4,225,186 |
| 9 | | Undergraduate (4802) | 9 | - | - |
| 10 | Nonresident | Graduate (4901) | 10 | 244.29 | 7,514,777 |
| 11 | | Undergraduate (4902) | 11 | - | - |
| 12 | Subtotal Fall | | 12 | 490.83 | 11,739,963 |
| 13 | WINTER | | 13 | | |
| 14 | Resident | Graduate (4801) | 14 | | - |
| 15 | | Undergraduate (4802) | 15 | | - |
| 16 | Nonresident | Graduate (4901) | 16 | | - |
| 17 | | Undergraduate (4902) | 17 | | - |
| 18 | Subtotal Winter | | 18 | - | - |
| 19 | SPRING | | 19 | | |
| 20 | Resident | Graduate (4801) | 20 | 250.54 | 4,248,142 |
| 21 | | Undergraduate (4802) | 21 | - | - |
| 22 | Nonresident | Graduate (4901) | 22 | 244.17 | 7,478,887 |
| 23 | | Undergraduate (4902) | 23 | - | - |
| 24 | Subtotal Spring | | 24 | 494.71 | 11,727,029 |
| 25 | SUBTOTAL | | 25 | | |
| 26 | Resident | Graduate (4801) | 26 | 541.12 | 9,225,294 |
| 27 | | Undergraduate (4802) | 27 | - | - |
| 28 | Nonresident | Graduate (4901) | 28 | 525.21 | 16,233,257 |
| 29 | | Undergraduate (4902) | 29 | - | - |
| 30 | | | 30 | | |
| 31 | SUBTOTAL RESIDENT | | 31 | 541.12 | 9,225,294 |
| 32 | SUBTOTAL NONRESIDENT | | 32 | 525.21 | 16,233,257 |
| 33 | SUBTOTAL GRADUATE | | 33 | 1,066.33 | 25,458,551 |
| 34 | SUBTOTAL UNDERGRADUATE | | 34 | - | - |
| 35 | TOTAL TUITION REVENUE (E&G CORE Function Code 1100) | | 35 | 1,066.33 | 25,458,551 |

36 Scholarship allowance information can be found on the institution's audited financial statements or in the state's accounting system (CORE). The actual institutional funds devoted to student financial aid are reported on Format 1800.

Total Tuition Includes Stipend Reimbursement

Tuition rate information previously provided in Formats 35R and 35NR can be found in the DHE Tuition and Fee Survey.

Institution No.:

Format 40

NAME: Colorado State University

Due Date: October 08, 2018

SUMMARY

| COURSE LEVEL | 2017-18 Actual FTE STUDENTS | FTE FACULTY | S/F RATIO |
|---|---|---|---|
| Vocational | - | - | - |
| Lower Level | - | - | - |
| Upper Level | - | - | - |
| Total Undergraduate | - | - | - |
| Graduate I | 541.12 | 74.29 | 7.28 |
| Graduate II | 525.21 | 72.11 | 7.28 |
| Total Graduate | 1,066.33 | 146.40 | 7.28 |
| Grand Total | 1,066.33 | 146.40 | 7.28 |

NOTE: Institutions are required to maintain detailed information on the above data by Classification of Instructional Program (CIP) area
Detailed data available upon request.

Institution No.:

Format 30

## STUDENT, FACULTY, AND STAFF DATA

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | | Ln No | 2017-18 Actual | 2018-19 Estimate |
|---|---|---|---|---|
| 1 | STUDENT FTE DATA: | 1 | | |
| 2A | COF Resident Undergraduate FTE | 2A | - | - |
| 2B | Non-COF Resident Undergraduate FTE | 2B | | |
| 2C | Total Resident Undergraduate FTE | 2C | - | - |
| 3 | Resident Graduate FTE | 3 | 541.12 | 541.12 |
| 4 | Total Resident FTE | 4 | 541.12 | 541.12 |
| 5 | | 5 | | |
| 6 | Nonresident Undergraduate FTE | 6 | - | - |
| 7 | Nonresident Graduate FTE | 7 | 525.21 | 525.21 |
| 8 | Total Nonresident FTE | 8 | 525.21 | 525.21 |
| 9 | | 9 | | |
| 10 | Total FTE Undergraduate | 10 | - | - |
| 11 | Total FTE Graduate | 11 | 1,066.33 | 1,066.33 |
| 12 | Total FTE Students | 12 | 1,066.33 | 1,066.33 |
| 13 | | 13 | | |
| 15 | COST PER STUDENT | 15 | | |
| 16 | Total E&G Cost Per FTE Student | 16 | 71,806.19 | |
| 17 | COF Stipend Per Undergraduate Resident FTE | 17 | | |
| 18 | | 18 | | |
| 19 | INSTRUCTIONAL and RESEARCH FACULTY DATA (SOURCE FMT 40 OR FMT 1100 and 1: | 19 | | |
| 20 | Faculty FTE Total | 20 | 146.40 | |
| 21 | FTE Full-time Faculty | 21 | 145.70 | |
| 22 | FTE Part-time Faculty | 22 | 0.70 | |
| 23 | | 23 | | |
| 24 | AVG COMPENSATION INSTRUCTIONAL and RESEARCH FACULTY | 24 | | |
| 25 | All Faculty Combined | 25 | 132,287 | |
| 26 | Full-time Average Compensation | 26 | 132,552 | |
| 27 | Part-time Average Compensation | 27 | 77,106 | |
| 28 | | 28 | | |
| 29 | Total Faculty and Staff FTE (Format 20) | 29 | 563.90 | |

Note: Rows 19 through 27 provide compensation information for instructional and research faculty only. Prior to FY 2010-11, past budget databooks provided compensation information for instructional faculty and staff.

CORE Code: 4407
Institution No.:

Format 070

## Fee-For-Service Contracts (System Level Only)[1]

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | 2017-18 Actual | 2018-19 Estimate |
|---|---|---|---|---|
| 1 | Contracts: | 1 | | |
| 2 | Educational services in rural areas or communities in which the cost of delivering the educational services is not sustained by the amount received in student tuition | 2 | - | - |
| 3 | Reciprocal | 3 | - | - |
| 4 | Graduate school services | 4 | - | - |
| 5 | Economic development | 5 | - | - |
| 6 | Specialized educational services and professional degrees, including but not limited to the areas of dentistry medicine, veterinary medicine, nursing, law, forestry, and engineering. | 6 | 24,091,439 | 26,304,833 |
| 7 | | 7 | | |
| 8 | | 8 | | |
| 9 | | 9 | | |
| 10 | | 10 | | |
| 11 | | 11 | | |
| 12 | Total | 12 | 24,091,439 | 26,304,833 |

[1] This is not needed by institution, but only in total for the system.

Institution No.:

Format 20

INSTITUTION SUMMARY

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Functional Expenditure Summary | | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|---|
| 1 | Instruction | Fmt. 1100 Ln 25 | 1 | 378.00 | 47,723,911 | 372.61 | 53,472,625 |
| 2 | Research (State Supported) | Fmt. 1200 Ln 25 | 2 | 12.00 | 2,324,620 | 5.77 | 959,499 |
| 3 | Public Service | Fmt. 1300 Ln 25 | 3 | 69.00 | 10,876,193 | 73.40 | 12,790,065 |
| 4 | Academic Support | Fmt. 1400 Ln 25 | 4 | 88.60 | 12,744,578 | 88.99 | 20,542,265 |
| 5 | Student Services | Fmt. 1500 Ln 25 | 5 | - | 220,611 | - | 305,094 |
| 6 | Institutional Support | Fmt. 1600 Ln 25 | 6 | 3.10 | 2,311,281 | 4.00 | 2,824,346 |
| 7 | Operation & Maintenance of Plant | Fmt. 1700 Ln 25 | 7 | 13.20 | 3,043,718 | 14.00 | 3,196,193 |
| 8 | Scholarships & Fellowships | Fmt. 1800 Ln 25 | 8 | - | - | - | - |
| 9 | Hospitals | Fmt. 1900 Ln 25 | 9 | - | - | - | - |
| 10 | Transfers | Fmt. 2000 Ln 20 | 10 | - | (2,675,816) | - | 5,849,078 |
| 11 | TOTAL EDUCATION & GENERAL EXPENDITURES | | 11 | 563.90 | 76,569,096 | 558.77 | 99,939,165 |
| 12 | SOURCE OF FUNDS (Fund Number) | | 12 | | | | |
| 13 | State Appropriation | Fmt. 600 Ln 25 | 13 | | - | | - |
| 14 | FFS Contracts | Fmt. 070 Ln 12 | 14 | | 24,091,439 | | 26,304,833 |
| 15 | Undergraduate Resident Tuition "Stipend" | | 15 | - | | - | |
| 16 | Undergraduate Resident Tuition "Student Share" | | 16 | | - | | |
| 17 | **Subtotal Undergraduate Resident Tuition** | Fmt. 100 | 17 | | - | | - |
| 18 | Graduate Resident Tuition | Fmt. 100 | 18 | | 9,225,294 | | 10,713,190 |
| 19 | Non-Resident Tuition | Fmt. 100 | 19 | | 16,233,257 | | 16,032,714 |
| 20 | Total Tuition | Fmt. 100 | 20 | | 25,458,551 | | 26,745,904 |
| 21 | | | 21 | | - | | - |
| 22 | | | 22 | | - | | - |
| 23 | | | 23 | | | | |
| 24 | | | 24 | | | | |
| 25 | Non Appropriated E & G (Other than Tuition) Fun | Fmt. 411 Ln 20 | 25 | | 27,019,106 | | 46,888,428 |
| 26 | | | 26 | | | | |
| 27 | TOTAL EDUCATION & GENERAL REVENUE | | 27 | | 76,569,096 | | 99,939,165 |

Blue cells should be entered directly on this format, they will not "roll up" from another format

Scholarship allowance information can be found on the institution's audited financial statements or in the state's accounting system (CORE). The actual institutional funds devoted to student financial aid are reported on Format 1800.

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Format 10

## Governing Board Summary

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Functional Expenditure Summary | | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|---|
| 1 | Instruction | Fmt. 1100 Ln 25 | 1 | - | - | - | - |
| 2 | Research (State Supported) | Fmt. 1200 Ln 25 | 2 | - | - | - | - |
| 3 | Public Service | Fmt. 1300 Ln 25 | 3 | - | - | - | - |
| 4 | Academic Support | Fmt. 1400 Ln 25 | 4 | - | - | - | - |
| 5 | Student Services | Fmt. 1500 Ln 25 | 5 | - | - | - | - |
| 6 | Institutional Support | Fmt. 1600 Ln 25 | 6 | - | - | - | - |
| 7 | Operation & Maintenance of Plant | Fmt. 1700 Ln 25 | 7 | - | - | - | - |
| 8 | Scholarships & Fellowships | Fmt. 1800 Ln 25 | 8 | - | - | - | - |
| 9 | Hospitals | Fmt. 1900 Ln 25 | 9 | - | - | - | - |
| 10 | Transfers | Fmt. 2000 Ln 20 | 10 | - | - | - | - |
| 11 | TOTAL EDUCATION & GENERAL EXPENDITURES | | 11 | - | - | - | - |
| 12 | SOURCE OF FUNDS (Fund Number) | | 12 | | | | |
| 13 | State Appropriation | Fmt. 600 Ln 25 | 13 | | - | | - |
| 14 | FFS Contracts | Fmt. 700 Ln 1 | 14 | | - | | - |
| 15 | Undergraduate Resident Tuition "Stipend" | | 15 | - | - | - | - |
| 16 | Undergraduate Resident Tuition "Student Share" | | 16 | | - | | - |
| 17 | Subtotal Undergraduate Tuition | | 17 | | - | | - |
| 18 | Graduate Resident Tuition | | 18 | | - | | - |
| 19 | Non-Resident Tuition | | 19 | | - | | - |
| 20 | Total Tuition | | 20 | | - | | - |
| 21 | Appropriated E&G | | 21 | | - | | - |
| 22 | | | 22 | | - | | - |
| 23 | | | 23 | | | | |
| 24 | | | 24 | | | | |
| 25 | Non Appropriated E & G (Other than Tuition) Function Code 11XX | | 25 | | - | | - |
| 26 | | | 26 | | | | |
| 27 | TOTAL EDUCATION & GENERAL REVENUE | | 27 | | - | | - |

Scholarship allowance information can be found on the institution's audited financial statements or in the state's accounting system (CORE). The actual institutional funds devoted to student financial aid are reported on Format 1800.

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Format 1
Due Date: October 08, 2018

# Budget Data Book

## Actual Fiscal Year 2017-18
## Estimate Fiscal Year 2018-19

Institution Name: *Colorado State University*
Unit (Campus): Professional Veterinary Medicine
Institution Code: GGB
Contact Information: Angie Nielsen

Tuition rate information previously provided in Formats 35R and 35NR can be found in the DHE Tuition and Fee Survey.

## Submitted: October 8, 2018

Institution No.:

Format 2000

## TRANSFERS (TO) FROM CURRENT EDUCATION & GENERAL FUNDS

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | 2017-18 Actual | 2018-19 Estimate |
|---|---|---|---|---|
| 1 | Mandatory Transfers: | 1 | 11,595,094 | 11,343,349 |
| 2 | | 2 | | |
| 3 | | 3 | | |
| 4 | | 4 | | |
| 5 | | 5 | | |
| 6 | | 6 | | |
| 7 | | 7 | | |
| 8 | | 8 | | |
| 9 | | 9 | | |
| 10 | Subtotal Mandatory Transfers: | 10 | 11,595,094 | 11,343,349 |
| 11 | | 11 | | |
| 12 | Non-mandatory Transfers: | 12 | 30,257,015 | 6,212,902 |
| 13 | rounding | 13 | 1 | |
| 14 | | 14 | | |
| 15 | | 15 | | |
| 16 | | 16 | | |
| 17 | | 17 | | |
| 18 | | 18 | | |
| 19 | Subtotal Non-mandatory Transfers: | 19 | 30,257,016 | 6,212,902 |
| 20 | TOTAL TRANSFERS (TO) FROM FUNDS CURRENT EDUCATION & GENERAL FUNDS | 20 | 41,852,110 | 17,556,251 |

Institution No.:

Format 1900

## EDUCATION & GENERAL - HOSPITALS

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|
| 1 | DO NOT DELETE ROWS 1-5 | 1 | | | | |
| 2 | DO NOT DELETE ROWS 1-5 | 2 | | | | |
| 3 | DO NOT DELETE ROWS 1-5 | 3 | | | | |
| 4 | DO NOT DELETE ROWS 1-5 | 4 | | | | |
| 5 | DO NOT DELETE ROWS 1-5 | 5 | | | | |
| 6 | Salaries, Other, Non-Classified | 6 | | | | |
| 7 | Benefits, Other, Non-Classified | 7 | | | | |
| 8 | Compensation, Part-Time Non-Classified | 8 | | | | |
| 9 | Subtotal Non-Classified Staff | 9 | - | - | - | - |
| 10 | | 10 | | | | |
| 11 | Salaries, Classified Staff | 11 | | | | |
| 12 | Benefits, Classified Staff | 12 | | | | |
| 13 | Subtotal Support Staff | 13 | - | - | - | - |
| 14 | | 14 | | | | |
| 15 | Total Personnel | 15 | - | - | - | - |
| 16 | | 16 | | | | |
| 17 | Hourly Compensation | 17 | | | | |
| 18 | | 18 | | | | |
| 19 | Travel | 19 | | | | |
| 20 | Other Current Expense | 20 | | | | |
| 21 | | 21 | | | | |
| 22 | | 22 | | | | |
| 23 | Capital | 23 | | | | |
| 24 | | 24 | | | | |
| | | 25 | | | | |
| 25 | TOTAL EDUCATION & GENERAL HOSPITALS | | - | - | - | - |

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Institution No.:

Format 1800

## EDUCATION & GENERAL - SCHOLARSHIPS & FELLOWSHIPS

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | 2017-18 Actual | 2018-19 Estimate |
|---|---|---|---|---|
| 1 | Scholarships and Fellowships | 1 | 72,102,585 | 68,542,537 |
| 2 | | 2 | | |
| 3 | | 3 | | |
| 4 | | 4 | | |
| 5 | | 5 | | |
| 6 | | 6 | | |
| 7 | | 7 | | |
| 8 | | 8 | | |
| 9 | | 9 | | |
| 10 | | 10 | | |
| 11 | | 11 | | |
| 12 | | 12 | | |
| 13 | | 13 | | |
| 14 | | 14 | | |
| 15 | | 15 | | |
| 16 | | 16 | | |
| 17 | | 17 | | |
| 18 | | 18 | | |
| 19 | | 19 | | |
| 20 | | 20 | | |
| 21 | | 21 | | |
| 22 | | 22 | | |
| 23 | | 23 | | |
| 24 | | 24 | | |
| 25 | TOTAL EDUCATION & GENERAL SCHOLARSHIPS & FELLOWSHIPS | 25 | 72,102,585 | 68,542,537 |

Scholarship allowance information can be found on the institution's audited financial statements or in the state's accounting system (CORE). The actual institutional funds devoted to student financial aid are.

Institution No.:

Format 1700

EDUCATION & GENERAL - OPERATION & MAINTENANCE OF PLANT

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | 2017-18 FTE | 2017-18 Actual | 2018-19 FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|
| 1 | DO NOT DELETE ROWS 1-5 | 1 | | | | |
| 2 | DO NOT DELETE ROWS 1-5 | 2 | | | | |
| 3 | DO NOT DELETE ROWS 1-5 | 3 | | | | |
| 4 | DO NOT DELETE ROWS 1-5 | 4 | | | | |
| 5 | DO NOT DELETE ROWS 1-5 | 5 | | | | |
| 6 | Salaries, Non-Classified Staff | 6 | 28.50 | 2,392,609 | 33.00 | 2,814,353 |
| 7 | Benefits, Non-Classified Staff | 7 | | 629,467 | | 796,532 |
| 8 | Subtotal, Non-Classified Staff | 8 | 28.50 | 3,022,076 | 33.00 | 3,610,885 |
| 9 | | 9 | | | | |
| 10 | | 10 | | | | |
| 11 | Salaries, Classified Staff | 11 | 420.47 | 13,191,014 | 462.65 | 14,592,006 |
| 12 | Benefits, Classified Staff | 12 | | 5,619,775 | | 5,880,839 |
| 13 | Subtotal Classified Staff | 13 | 420.47 | 18,810,789 | 462.65 | 20,472,845 |
| 14 | | 14 | | | | |
| 15 | Total Personnel | 15 | 448.97 | 21,832,865 | 495.65 | 24,083,730 |
| 16 | | 16 | | | | |
| 17 | Hourly Compensation | 17 | | 51,459 | | 89,036 |
| 18 | | 18 | | | | |
| 19 | Travel | 19 | | 41,519 | | 57,450 |
| 20 | Other Current Expense | 20 | | 11,524,831 | | 8,522,069 |
| 21 | Utilities | 21 | | 14,044,672 | | 14,700,863 |
| 22 | | 22 | | | | |
| 23 | Capital | 23 | | 448,770 | | 730,544 |
| 24 | | 24 | | | | |
| 25 | TOTAL EDUCATION & GENERAL OPERATION & MAINTENANCE OF PLANT | 25 | 448.97 | 47,944,116 | 495.65 | 48,183,692 |

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Institution No.:

Format 1600

## EDUCATION & GENERAL - INSTITUTIONAL SUPPORT

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|
| 1 | DO NOT DELETE ROWS 1-5 | 1 | | | | |
| 2 | DO NOT DELETE ROWS 1-5 | 2 | | | | |
| 3 | DO NOT DELETE ROWS 1-5 | 3 | | | | |
| 4 | DO NOT DELETE ROWS 1-5 | 4 | | | | |
| 5 | DO NOT DELETE ROWS 1-5 | 5 | | | | |
| 6 | Salaries, Non-Classified Staff | 6 | 163.90 | 15,002,048 | 173.53 | 15,790,288 |
| 7 | Benefits, Non-Classified Staff | 7 | | 5,520,524 | | 5,105,195 |
| 8 | Subtotal, Non-Classified Staff | 8 | 163.90 | 20,522,572 | 173.53 | 20,895,483 |
| 9 | | 9 | | | | |
| 10 | | 10 | | | | |
| 11 | Salaries, Classified Staff | 11 | 45.50 | 2,650,958 | - | 2,626,644 |
| 12 | Benefits, Classified Staff | 12 | | 1,129,282 | 47.23 | 1,124,115 |
| 13 | Subtotal Classified Staff | 13 | 45.50 | 3,780,240 | 47.23 | 3,750,759 |
| 14 | | 14 | | | | |
| 15 | Total Personnel | 15 | 209.40 | 24,302,812 | 220.76 | 24,646,242 |
| 16 | | 16 | | | | |
| 17 | Hourly Compensation | 17 | | 193,002 | | 149,936 |
| 18 | | 18 | | | | |
| 19 | Travel | 19 | | 299,539 | | 245,783 |
| 20 | Other Current Expense | 20 | | 9,424,168 | | 8,893,502 |
| 21 | | 21 | | | | |
| 22 | | 22 | | | | |
| 23 | Capital | 23 | | 64,044 | | 7,662 |
| 24 | | 24 | | | | |
| 25 | TOTAL EDUCATION & GENERAL INSTITUTIONAL SUPPORT | 25 | 209.40 | 34,283,565 | 220.76 | 33,943,125 |

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Institution No.:

Format 1500

## EDUCATION & GENERAL - STUDENT SERVICES

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|
| 1 | DO NOT DELETE ROWS 1-5 | 1 | | | | |
| 2 | DO NOT DELETE ROWS 1-5 | 2 | | | | |
| 3 | DO NOT DELETE ROWS 1-5 | 3 | | | | |
| 4 | DO NOT DELETE ROWS 1-5 | 4 | | | | |
| 5 | DO NOT DELETE ROWS 1-5 | 5 | | | | |
| 6 | Salaries, Non-Classified Staff | 6 | 177.00 | 11,758,530 | 213.34 | 12,835,167 |
| 7 | Benefits, Non-Classified Staff | 7 | | 3,285,808 | | 3,330,254 |
| 8 | Subtotal, Non-Classified Staff | 8 | 177.00 | 15,044,338 | 213.34 | 16,165,421 |
| 9 | | 9 | | | | |
| 10 | | 10 | | | | |
| 11 | Salaries, Classified Staff | 11 | 41.00 | 2,109,880 | 46.60 | 2,408,838 |
| 12 | Benefits, Classified Staff | 12 | | 898,809 | | 915,694 |
| 13 | Subtotal Classified Staff | 13 | 41.00 | 3,008,689 | 46.60 | 3,324,532 |
| 14 | | 14 | | | | |
| 15 | Total Personnel | 15 | 218.00 | 18,053,027 | 259.94 | 19,489,953 |
| 16 | | 16 | | | | |
| 17 | Hourly Compensation | 17 | | 475,180 | | 433,976 |
| 18 | | 18 | | | | |
| 19 | Travel | 19 | | 596,552 | | 569,018 |
| 20 | Other Current Expense | 20 | | 15,742,767 | | 14,982,947 |
| 21 | | 21 | | | | |
| 22 | | 22 | | | | |
| 23 | Capital | 23 | | 77,378 | | |
| 24 | | 24 | | | | |
| 25 | TOTAL EDUCATION & GENERAL STUDENT SERVICES | 25 | 218.00 | 34,944,904 | 259.94 | 35,475,894 |

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Institution No.:

Format 1400

## EDUCATION & GENERAL - ACADEMIC SUPPORT

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|
| 1 | DO NOT DELETE ROWS 1-5 | 1 | | | | |
| 2 | DO NOT DELETE ROWS 1-5 | 2 | | | | |
| 3 | DO NOT DELETE ROWS 1-5 | 3 | | | | |
| 4 | DO NOT DELETE ROWS 1-5 | 4 | | | | |
| 5 | DO NOT DELETE ROWS 1-5 | 5 | | | | |
| 6 | Salaries, Non-Classified Staff | 6 | 317.20 | 27,483,803 | 468.76 | 35,836,632 |
| 7 | Benefits, Non-Classified Staff | 7 | | 7,709,997 | | 9,746,216 |
| 8 | Subtotal, Non-Classified Staff | 8 | 317.20 | 35,193,800 | 468.76 | 45,582,848 |
| 9 | | 9 | | | | |
| 10 | | 10 | | | | |
| 11 | Salaries, Classified Staff | 11 | 85.30 | 4,436,362 | 85.84 | 4,449,492 |
| 12 | Benefits, Classified Staff | 12 | | 1,890,159 | | 1,964,162 |
| 13 | Subtotal Classified Staff | 13 | 85.30 | 6,326,521 | 85.84 | 6,413,654 |
| 14 | | 14 | | | | |
| 15 | Total Personnel | 15 | 402.50 | 41,520,321 | 554.60 | 51,996,502 |
| 16 | | 16 | | | | |
| 17 | Hourly Compensation | 17 | | 1,097,834 | | 994,921 |
| 18 | | 18 | | | | |
| 19 | Travel | 19 | | 908,350 | | 618,444 |
| 20 | Other Current Expense | 20 | | 17,631,916 | | 17,886,905 |
| 21 | | 21 | | | | |
| 22 | | 22 | | | | |
| 23 | Capital | 23 | | 540,046 | | 129,157 |
| 24 | | 24 | | | | |
| 25 | TOTAL EDUCATION & GENERAL ACADEMIC SUPPORT | 25 | 402.50 | 61,698,467 | 554.60 | 71,625,929 |

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Institution No.:

Format 1300

## EDUCATION & GENERAL - PUBLIC SERVICE

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|
| 1 | DO NOT DELETE ROWS 1-5 | 1 | | | | |
| 2 | DO NOT DELETE ROWS 1-5 | 2 | | | | |
| 3 | DO NOT DELETE ROWS 1-5 | 3 | | | | |
| 4 | DO NOT DELETE ROWS 1-5 | 4 | | | | |
| 5 | DO NOT DELETE ROWS 1-5 | 5 | | | | |
| 6 | Salaries, Non-Classified Staff | 6 | 7.40 | 494,575 | 2.19 | 119,937 |
| 7 | Benefits, Non-Classified Staff | 7 | | 139,834 | | 31,150 |
| 8 | Subtotal, Non-Classified Staff | 8 | 7.40 | 634,409 | 2.19 | 151,087 |
| 9 | | 9 | | | | |
| 10 | | 10 | | | | |
| 11 | Salaries, Classified Staff | 11 | 1.10 | 92,518 | | |
| 12 | Benefits, Classified Staff | 12 | | 39,409 | | |
| 13 | Subtotal Classified Staff | 13 | 1.10 | 131,927 | - | - |
| 14 | | 14 | | | | |
| 15 | Total Personnel | 15 | 8.50 | 766,336 | 2.19 | 151,087 |
| 16 | | 16 | | | | |
| 17 | Hourly Compensation | 17 | | 2,470 | | |
| 18 | | 18 | | | | |
| 19 | Travel | 19 | | 18,667 | | |
| 20 | Other Current Expense | 20 | | 379,939 | | 144,304 |
| 21 | | 21 | | | | |
| 22 | | 22 | | | | |
| 23 | Capital | 23 | | 2,500 | | |
| 24 | | 24 | | | | |
| 25 | TOTAL EDUCATION & GENERAL PUBLIC SERVICE | 25 | 8.50 | 1,169,912 | 2.19 | 295,391 |

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Institution No.:

Format 1200

## EDUCATION & GENERAL - RESEARCH

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|
| 1 | Salaries, Full-Time Faculty Non-Classified | 1 | 22.30 | 2,784,124 | 5.53 | 782,634 |
| 2 | Benefits, Full-time Faculty Non-Classified | 2 | | 812,082 | | 220,703 |
| 3 | Salaries, Part-Time Faculty Non-Classified | 3 | 2.10 | 98,082 | 0.02 | 3,797 |
| 4 | Benefits, Part-Time Faculty, Non-Classified | 4 | | 10,832 | | 528 |
| 5 | Subtotal, Faculty | 5 | 24.40 | 3,705,110 | 5.55 | 1,007,662.00 |
| 6 | Salaries, Other, Non-Classified | 6 | 123.30 | 9,665,351 | 87.53 | 7,597,851 |
| 7 | Benefits, Other, Non-Classified | 7 | | 2,757,456 | | 2,142,233 |
| 8 | Subtotal Non-Classified Staff | 8 | 147.70 | 16,127,917 | 93.08 | 10,747,746.00 |
| 9 | | 9 | | | | |
| 10 | Compensation, Support Assistants | 10 | 34.00 | 1,833,756 | 2.38 | 200,754 |
| 11 | Salaries, Classified Staff | 11 | 23.20 | 1,074,983 | 24.65 | 1,075,693 |
| 12 | Benefits, Classified Staff | 12 | | 440,749 | | 447,865 |
| 13 | Subtotal Support Staff | 13 | 57.20 | 3,349,488 | 27.03 | 1,724,312 |
| 14 | | 14 | | | | |
| 15 | Total Personnel | 15 | 204.90 | 19,477,405 | 120.11 | 12,472,058 |
| 16 | | 16 | | | | |
| 17 | Hourly Compensation | 17 | | 592,138 | | 166,674 |
| 18 | | 18 | | | | |
| 19 | Travel | 19 | | 1,139,943 | | 68,570 |
| 20 | Other Current Expense | 20 | | 12,655,716 | | 12,197,496 |
| 21 | | 21 | | | | |
| 22 | | 22 | | | | |
| 23 | Capital | 23 | | 2,228,514 | | - |
| 24 | | 24 | | | | |
| 25 | TOTAL EDUCATION & GENERAL RESEARCH | 25 | 204.90 | 36,093,716 | 120.11 | 24,904,798 |

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are filled.

Institution No.:

Format 1100

## EDUCATION & GENERAL - INSTRUCTION

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | FTE | 2017-18 Actual | FTE | 2018-19 Estimate |
|---|---|---|---|---|---|---|
| 1 | Salaries, Full-Time Faculty Non-Classified | 1 | 1,151.00 | 107,264,404 | 1,213.50 | 108,135,395 |
| 2 | Benefits, Full-time Faculty Non-Classified | 2 | | 30,820,244 | | 29,636,114 |
| 3 | Salaries, Part-Time Faculty Non-Classified | 3 | 385.30 | 16,335,434 | 361.93 | 15,319,688 |
| 4 | Benefits, Part-Time Faculty, Non-Classified | 4 | | 1,796,303 | | 1,804,320 |
| 5 | Subtotal, Faculty | 5 | 1,536.30 | 156,216,385 | 1,575.43 | 154,895,517 |
| 6 | Salaries, Other, Non-Classified | 6 | 271.00 | 18,223,146 | 247.41 | 15,982,375 |
| 7 | Benefits, Other, Non-Classified | 7 | | 4,926,914 | | 4,970,018 |
| 8 | Subtotal Non-Classified Staff | 8 | 1,807.30 | 179,368,445 | 1,822.84 | 175,847,910 |
| 9 | | 9 | | | | |
| 10 | Compensation, Support Assistants | 10 | 39.60 | 2,163,554 | 25.83 | 1,301,139 |
| 11 | Salaries, Classified Staff | 11 | 133.20 | 6,369,815 | 131.11 | 6,161,455 |
| 12 | Benefits, Classified Staff | 12 | | 2,730,340 | | 2,784,029 |
| 13 | Subtotal Support Staff | 13 | 172.80 | 11,263,709 | 156.94 | 10,246,643 |
| 14 | | 14 | | | | |
| 15 | Total Personnel | 15 | 1,980.10 | 190,632,154 | 1,979.78 | 186,094,553 |
| 16 | | 16 | | | | |
| 17 | Hourly Compensation | 17 | | 2,458,144 | | 1,481,170 |
| 18 | | 18 | | | | |
| 19 | Travel | 19 | | 2,672,677 | | 672,816 |
| 20 | Other Current Expense | 20 | | 22,696,737 | | 31,919,941 |
| 21 | | 21 | | | | |
| 22 | | 22 | | | | |
| 23 | Capital | 23 | | 2,493,672 | | 775,005 |
| 24 | | 24 | | | | |
| 25 | TOTAL EDUCATION & GENERAL INSTRUCTION | 25 | 1,980.10 | 220,953,384 | 1,979.78 | 220,943,485 |

FTE Note: For actual years the FTE Staff reported is actual staff filled positions and does not include vacancies. The estimate year responses should assume all positions are **filled**.

Institution No.:

Format 600

STATE SUPPORT

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | 2017-18 Actual | 2018-19 Estimate |
|---|---|---|---|---|
| 1 | General Fund Appropriations | 1 | | |
| 2 | Local District College Appropriation | 2 | | |
| 3 | | 3 | | |
| 4 | | 4 | | |
| 5 | | 5 | | |
| 6 | | 6 | | |
| 7 | | 7 | | |
| 8 | | 8 | | |
| 9 | | 9 | | |
| 10 | | 10 | | |
| 11 | | 11 | | |
| 12 | | 12 | | |
| 13 | | 13 | | |
| 14 | Other Restrictions of General Fund / Revenue | 14 | | |
| 15 | | 15 | | |
| 16 | | 16 | | |
| 17 | | 17 | | |
| 18 | | 18 | | |
| 19 | | 19 | | |
| 20 | | 20 | | |
| 21 | | 21 | | |
| 22 | | 22 | | |
| 23 | | 23 | | |
| 24 | | 24 | | |
| 25 | TOTAL APPROPRIATION REVENUES | 25 | - | - |

Institution No.:

Format 413

Appropriated Non Education and General - Function Code 1900

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | 2017-18 Actual | 2018-19 Estimate |
|---|---|---|---|---|
| | **Non Education & General Appropriated Revenues (Itemize below)** | | | |
| 1 | Marijuana Tax Fund Appropriation | 1 | | |
| 2 | | 2 | | |
| 3 | | 3 | | |
| 4 | | 4 | | |
| 5 | | 5 | | |
| 6 | | 6 | | |
| 7 | | 7 | | |
| 8 | | 8 | | |
| 9 | | 9 | | |
| 10 | | 10 | | |
| 11 | | 11 | | |
| 12 | | 12 | | |
| 13 | | 13 | | |
| 14 | | 14 | | |
| 15 | | 15 | | |
| 16 | | 16 | | |
| 17 | | 17 | | |
| 18 | | 18 | | |
| 19 | | 19 | | |
| 20 | | 20 | | |
| 21 | | 21 | | |
| 22 | | 22 | | |
| 23 | | 23 | | |
| 24 | | 24 | | |
| 25 | | 25 | - | - |
| 26 | | 26 | - | - |
| 27 | | 27 | | |
| 28 | | 28 | | |
| 29 | | 29 | | |
| 30 | TOTAL APPROPRIATED Non Education and General Funds | 30 | | - |

Institution No.:

Format 411

NON APPROPRIATED EDUCATION & GENERAL REVENUES (Other than Tuition) - Balance of Function Code 1100[1]

NAME: Colorado State University

Due Date: October 08, 2018

| Ln No | Object | Ln No | 2017-18 Actual | 2018-19 Estimate |
|---|---|---|---|---|
| | Non Appropriated Education & General Revenues (Itemize below) | | | |
| 1 | Academic Fees ( RSC 5009)[2] | 1 | 6,178,188 | 5,952,198 |
| 2 | Indirect Cost Recoveries | 2 | 39,119,300 | 48,000,000 |
| 3 | Miscellaneous Revenues | 3 | | |
| 4 | Mandatory Registration and Course Fees[4] | 4 | | |
| 5 | Incidental Income - Educational Activities | 5 | | |
| 6 | Student Activity Fees | 6 | | |
| 7 | State Grants and Contracts (not FFS) | 7 | | |
| 8 | Other Mandatory Fees | 8 | | |
| 9 | Amendment 50 Moneys (Transfer Code 900T)[5] | 9 | | |
| 10 | | 10 | | |
| 11 | | 11 | | |
| 12 | | 12 | | |
| 13 | | 13 | | |
| 14 | | 14 | | |
| 15 | | 15 | | |
| 16 | Rents | 16 | 477,840 | 467,700 |
| 17 | Investment Income | 17 | 3,763,422 | 2,000,000 |
| 18 | Miscellaneous Non-Operating Income | 18 | 6,398,764 | 7,470,949 |
| 19 | | 19 | | |
| 20 | | 20 | | |
| 21 | | 21 | | |
| 22 | | 22 | | |
| 23 | | 23 | | |
| 24 | | 24 | | |
| 25 | Total Non Appropriated Education & General Revenues | 25 | 75,937,514 | 63,890,847 |
| 26 | E&G Rollforward (TO future year) / FROM prior year [3] | 26 | 7,752,078 | - |
| 27 | | 27 | | |
| 28 | | 28 | | |
| 29 | | 29 | | |
| 30 | TOTAL NON APPROPRIATED E & G REVENUES | 30 | 83,689,592 | 63,890,847 |

[1] Tuition revenue is reported on Format 100

[2] Pursuant to HB11-1301, fees are no longer appropriated beginning in FY 2011-12. This category will be reported on Format 411 beginning in FY 2011-12.

[3] This cell, in each column, is meant to demonstrate whether the E&G revenues for the year are more or less than actual or projected expenses for the year. This difference between revenues and expenses should approximate the E&G portion of the institutions overall "change in fund balance".

[4] The Course Fees reported on this line are the fees that have historically been non-appropriated. They are not the same fees reported in line 1 that are moving from Fmt 410 to 411 as a result of HB 11-1301.

[5] Beginning FY 14-15 Amendement 50 Moneys were appropriated as Informational, so they will now be reported on Format 411. These Revenues were reported in a unique revenue code (EAT1) in COFRS, however, they are now reported as part of transfer code 900T in CORE. There may be other revenues also reported in 900T. Only the Limited Gaming funds should be reported on this line.

# AGENDA ITEM SUMMARY

Ethics Review Board

December 16, 2019

## STAFF

Carrie Daggett, City Attorney
Ingrid Decker, Sr. Assistant City Attorney

## SUBJECT

Consideration in accordance with City Code Section 2-569(d)(1) whether the additional complaint filed by Gordon Hadfield, Esq., on behalf of Amy Satterfield Grant, alleging that Mayor Wade Troxell has a conflict of interest in the Hughes Stadium annexation property rezoning decision in light of National Association of Realtors Fund campaign activities in 2017, warrants investigation.

## EXECUTIVE SUMMARY

The purpose of this item is to complete the initial screening by the Ethics Review Board of a complaint filed with the Board under City Code Section 2-569(d), as described below.

## STAFF RECOMMENDATION

Staff recommends that the Board consider the Complaint and determine whether to proceed with an investigation of the Complaint.

## BACKGROUND / DISCUSSION

Under City Code Section 2-569(d), any person who believes a Councilmember or board or commission member has violated any provision of state law or the City Charter or City Code pertaining to ethical conduct may file a complaint with the City Clerk. After notice to the complaining party and the subject of the complaint, the Ethics Review Board then considers the complaint and whether it should be further investigated. A copy of Section 2-569 is provided as an attachment to this Agenda Item Summary.

**The Complaint:**

The Board will consider a complaint lodged with the Board through the City Attorney on Monday, December 9, 2019, by Gordon Hadfield, Esq., on behalf of Mary Satterfield Grant (the "Complaint"). The Complaint,is provided in its entirety as an attachment to this Agenda Item Summary, and it alleges Mayor Wade Troxell has a conflict of interest in the Hughes Stadium annexation property rezoning decision in light of National Association of Realtors Fund campaign activities in 2017. The following is an excerpt from the Complaint expressing Ms.Grant's concern:

> *Campaign contributions from the National Association of Realtors Fund to Mayor Troxell's campaign is an additional factor warranting recusal. In March 2017, the National Association of Realtors Fund spent $39,722 to support Mayor Troxell's bid for re-election. At that time, Troxell had raised approximately $15,000 for the election cycle and he had an additional $5,000 that rolled over from his previous campaign. In 2015, two years before this*

*contribution, local realtors had valued the Hughes Stadium land in the $4.8 million to $6.4 million range. Zoning for medium to high density dwellings and some commercial development would need to be allowed for the land to be worth $10 million. Tony Frank wrote to the Coloradoan regarding development of the Hughes Stadium site on June 18, 2016. When the National Association of Realtors Fund contributed to Mayor Troxell's campaign, the issue of the Hughes Stadium site was front and center.*

The Complaint cites to a recent court decision in Larimer County District Court in which it was found that County Commissioner Tom Donnelly's participation in a land use decision in favor of a business owner that he had a years' long business relationship, who had made a substantial campaign contribution to Donnelly's campaign, violated due process right that interested parties had to an impartial decision-making body. The Complaint asserts that the similarities between this case and Mayor Troxell's situation are "striking."

A copy of *Thompson Area Against Stroh Quarry, Inc., et al. v. Board of County Commissioners of Larimer County, et al.*, the case cited in the Complaint, is attached for your reference.

**Please note: attached are documents intended to assist the Board in working through the various elements of these questions, referred to as "Workbook" and "Flowchart for Complaint Review".**

**City Ethics Provisions:**

Generally, the ethics provisions established by the City include City Charter Article IV, Section 9, and City Code Section 2-568. These are each attached to this Agenda Item Summary for reference by the Board.

**State Ethics Provisions:**

In addition, various state laws are commonly considered ethics laws. These include Sections 24-18 101 through 105, Colorado Revised Statutes, Sections 24-18-201 through 206, Colorado Revised Statutes, Sections 18-8-302 through 308, Colorado Revised Statutes, and Sections 18-8-402 through 409, Colorado Revised Statutes, all provided as attachments to this Agenda Item Summary.

(The language of Article XXIX of the Colorado constitution – also referred to as "Amendment 41," provides that home rule municipalities that have adopted local ethics provisions addressing the topics in that provision are exempt from its application.)

**To the extent the Complaint alleges a violation of the Colorado or U.S. constitutions, the Complaint is outside the scope of the Board's authority and charge in City Code Section 2-569.**

**The Board Determination:**

The Board is required under the Code to evaluate the Complaint and determine by majority vote whether to formally investigate the Complaint. In doing so, the Board should consider:

1. Whether the allegations in the Complaint, if true, would constitute a violation of state or local ethical rules;
2. The reliability and sufficiency of any facts asserted in support of the allegations; and
3. Any other facts or circumstances the Board may consider relevant.

If the Board determines that the Complaint does not warrant investigation, the Board then directs staff to send written notice to the complainant of that determination and the reasoning behind it. A copy of that notice is also sent to the subject of the Complaint and the City Council.

**The Board Determination:**

The Board is required under the Code to evaluate the Complaint and determine by majority vote whether to formally investigate the Complaint. In doing so, the Board should consider:

4. Whether the allegations in the Complaint, if true, would constitute a violation of state or local ethical rules;
5. The reliability and sufficiency of any facts asserted in support of the allegations; and
6. Any other facts or circumstances the Board may consider relevant.

If the Board determines that the Complaint does not warrant investigation, the Board then directs staff to send written notice to the complainant of that determination and the reasoning behind it. A copy of that notice is also sent to the subject of the Complaint and the City Council.

Reports of independent expenditures by the National Association of Realtors Fund campaign activities in the 2017 municipal election from the City Clerk's public posting are attached.

**Summary:**

1. **If the Board determines that there is no potential violation of state or local ethics laws under the facts alleged, the Board should make a motion to that effect that explains the Board's reasoning, and then vote to make that determination. If the Board makes this determination, no further action is needed on the Complaint (other than the provision of notice as required in the Code).**

2. **If the Board determines that the Complaint states a potential a conflict of interest, then the Board will need to evaluate whether the facts asserted are reliable and sufficient enough to support the allegation in the Complaint that a violation occurred, making an investigation of the Complaint appropriate. The Board may have knowledge of information that contradicts the asserted facts, or there may be a lack of information needed to form a reasonable suspicion that the violation alleged in the Complaint occurred.**

3. **If there is additional information available or presented to the Board that leads the Board to conclude that the Complaint does not merit further investigation, the Board should identify that information and explain how it affects the Board's decision as to whether further investigation is warranted.**

After the completion of its review of all factors, if it has not already made a determination, the Board will need to make a motion and vote on whether it has determined that further investigation is warranted, explaining the reasoning for its decision.

**Next Steps:**

As noted above, if the Board makes this determination, no further action is needed on the Complaint (other than the provision of notice as required in the Code).

Alternatively, if the Board determines that further investigation is warranted, staff will suggest a schedule for next steps for the Board to proceed to that phase of the process. At the end of the Board's review and investigation, if any, the Board will issue an Ethics Opinion stating the outcome of its action. The Board's Ethics Opinion is then presented to the City Council for consideration and possible adoption by resolution.

## ATTACHMENTS

1. December 9, 2019 Letter from Gordon Hadfield to Carrie M. Daggett re: Supplemental Information for City of Fort Collins Ethics Review Board
2. City Code Section 2-569
3. City Charter Article IV, Section 9
4. City Code Section 2-568
5. Sections 24-18-101 through 105, Colorado Revised Statutes
6. Sections 24-18-201 through 206, Colorado Revised Statutes
7. Sections 18-8-302-308, Colorado Revised Statutes
8. Sections 18-8-402-409, Colorado Revised Statutes
9. Workbook for Review of Complaint
10. Flowchart for Complaint Review
11. Independent Expenditures Report of the National Association of Realtors for the April 2017 Municipal Election (from the Office of the City Clerk)
12. August 20, 2019 Order in *Thompson Area Against Stroh Quarry, Inc., et al. v. Board of County Commissioners of Larimer County, et al.*, Larimer County District Court Case No. 2018CV30371.

**HADFIELD STIEBEN DOUTT**
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Gordon Hadfield
Sara Stieben
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Ph: (970) 221-2800
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December 9, 2019

**SENT VIA EMAIL AND US MAIL**
Carrie M. Daggett
City Attorney
City of Fort Collins
300 Laporte Avenue
Fort Collins, CO 80521
cdaggett@fcgov.com

**RE: Supplemental Information for City of Fort Collins Ethics Review Board**

Dear Ms. Daggett:

This law firm has been retained by Mary Alice Grant regarding the Complaint she submitted to the City of Fort Collins Ethics Review Board on November 14, 2019. I write both to give notice of our representation and also to provide supplemental information to the Complaint submitted by Ms. Grant and Mr. Frey. We understand that the submission of additional information may reset the procedure and deadlines outlined in Section 2-569 of the Fort Collins Municipal Code.

**A. Supplemental Information Related to Recusal**

In the Complaint, Ms. Grant notes that Mayor Troxell and Council Member Stephens should have recused themselves from voting quasi-judicial rezoning of the Hughes Stadium Site, Parcel 9720100913. Since Ms. Grant submitted the Complaint, we have reviewed City Council Agendas and Minutes for the last several years and found numerous instances in which a council member recused themselves. As the following summary shows, recusal is not an uncommon

EXHIBIT
tabbies
1

practice among council members, and it is an obligation for council members who may have some interest in the issues being decided.

**i. Summary of Recent Recusals**

Council Member Julie Pignataro recused herself as to voting on issues on the following dates.
November 5, 2019: Second Reading of Ordinance No. 072
October 15, 2019: First Reading of Ordinance No. 072

Council Member Emily Gorgol recused herself as to voting on issues on the following dates.
July 16, 2019: Second Reading of Ordinance No. 090, 2019
July 2, 2019: Second Reading of Ordinance No. 080, 2019
July 2, 2019: Second Reading of Ordinance No. 081, 2019
July 2, 2019: First Reading of Ordinance No. 090, 2019
June 2019: Public Hearing and Resolution 2019-074
June 2019: Public Hearing and First Reading of Ordinance No. 080, 2019
June 2019: Public Hearing and First Reading of Ordinance No. 081, 2019

Council Member Ken Summers recused himself as to voting on issues on the following dates.
March 19, 2019: Resolution 2019-038
March 5, 2019: Consideration of Two Appeals of the Administrative Hearing Officer Decision to Approve the Hansen Farm Project Development Plan PDP170036
January 16, 2018: Public Hearing and Second Reading of Ordinance No. 136, 2017

Council Member Kristin Stephens recused herself as to voting on issues on the following dates.
March 5, 2019: Second Reading of Ordinance No. 027, 2019

Council Member Bob Overbeck recused himself as to voting on issues on the following dates.
February 20, 2018: Resolution 2018-017
June 6, 2017: First Reading of Ordinance No. 080, 2017

Council Member Ross Cunniff recused himself as to voting on issues on the following dates.
July 5, 2017: Second Reading of Ordinance No. 080, 2017
June 6, 2017: First Reading of Ordinance No. 080, 2017

Council Member Gino Campana recused himself as to voting on issues on the following dates.
March 21, 2017: Second Reading of Ordinance No. 038, 2017
March 7, 2017: First Reading of Ordinance No. 038, 2017
February 21, 2017: Resolution 2017-025
November 1, 2016: Second Reading of Ordinance No. 115, 2016
October 18, 2016: First Reading of Ordinance No. 115, 2016
September 6, 2016: Second Reading of Ordinance No. 103, 2016
August 16, 2016: First Reading of Ordinance No. 103, 2016

May 3, 2016: Second Reading of Ordinance No. 054, 2016
April 19, 2016: First Reading of Ordinance No. 054, 2016
January 19, 2016: Resolution 2016-004
December 15, 2015: Public Hearing and First Reading of Ordinance No. 157, 2015
December 15, 2015: Public Hearing and First Reading of City Ordinance No. 158, 2015
December 15, 2015: Second Reading of Ordinance No. 157, 2015
December 15, 2015: Second Reading of Ordinance No 158, 2015
October 20, 2015: Second Reading Ordinance No. 125, 2015
October 20, 2015: Resolution 2015-088

Council Member Gerry Horak recused himself as to voting on issues on the following dates.
July 19, 2016: Second Reading of Ordinance No. 082, 2016
July 5, 2016: First Reading of Ordinance No. 082, 2016
July 5, 2016: First Reading of Ordinance No. 006

Council Member Ray Martinez recused himself as to voting on issues on the following dates.
February 16, 2016: Consideration of an Appeal of the Administrative Hearing Officer Decision to Approve the Capstone Cottages Project Development Plan.

Mayor Wade Troxell recused himself as to voting on issues on the following dates.
June 6, 2017: First Reading of Ordinance No. 080, 2017
April 18, 2017: Second Reading of Ordinance No. 051, 2017
March 21, 2017: First Reading of Ordinance No. 051, 2017

**ii. Mayor Troxell's Previous Recusal from decisions affecting his employer, CSU.**

Of particular interest is Mayor Troxell's recusal from voting on Ordinance No. 051, 2017, Appropriating Prior Year Reserves in the General Fund to Support the Idea 2 Product ("I2P") 3D Printing Community Center. In that instance, the I2P lab at Colorado State University sought financial assistance from the City of Fort Collins. The Ordinance sought to appropriate $150,000 of General Fund Reserves to be pledged to the support of a 3D Printing Community Center, so long as I2P was successful at raising the balance of $3.0 million from private sources, other communities, and grants.

While we appreciate Mayor Troxell recusing himself in this instance, the financial conflicts in voting on the rezoning of the Hughes Stadium Site are magnitudes greater. Ordinance No. 51, 2017 involved $150,000. The rezoning decision involves $20,000,000. Accordingly, Mayor Troxell's previous recusal is evidence of the impropriety of his failure to recuse himself from the rezoning process.

**B. Campaign Contributions from the Board of Realtors to Mayor Troxell**

Campaign contributions from the National Association of Realtors Fund to Mayor Troxell's campaign is an additional factor warranting recusal. In March 2017, the National

Association of Realtors Fund spent $39,722 to support Mayor Troxell's bid for re-election. At that time, Troxell had raised approximately $15,000 for the election cycle and he had an additional $5,000 that rolled over from his previous campaign. In 2015, two years before this contribution, local realtors had valued the Hughes Stadium land in the $4.8 million to $6.4 million range. Zoning for medium to high density dwellings and some commercial development would need to be allowed for the land to be worth $10 million. Tony Frank wrote to the Coloradoan regarding development of the Hughes Stadium site on June 18, 2016. When the National Association of Realtors Fund contributed to Mayor Troxell's campaign, the issue of the Hughes Stadium site was front and center.

A recent court decision has directly addressed whether a campaign contribution may warrant recusal. In *Thompson Area Against Stroh Quarry, Inc. et al. v. Board of County Commissioners of Larimer et al.*, Larimer County District Court Case No. 2018CV30371, the Plaintiffs challenged the Board of County Commissioners approval of a proposal to operate a 50-acre industrial sand and gravel pit mine on a parcel zoned for agricultural use, and which was surrounded by residential neighborhoods comprised of approximately 1,000 single-family homes. It was discovered that Commissioner Donnelly accepted a $10,000 campaign contribution from the proposed operators of the gravel pit mine, which the Court determined was a "significant and disproportionate amount of the contributions Commissioner Donnelly received during the 2016 election cycle." Commissioner Donnelly also had a previous "professional relationship with [the proposed operator of the gravel pit], performing surveyor work for the company for several years." On August 12, 2019, the Larimer County District Court granted the Plaintiffs' Motion for Summary Judgment, reasoning "because Commissioner Donnelly participated in both the hearing and discussions related to Coulson's application, that participation violated [Plaintiffs'] due-process rights to an impartial decision-making body."

The similarities between Complainants allegations and *Thompson* are striking. Both involve substantial campaign contributions, with Mayor Troxell receiving almost $40,000 and Commissioner Donnelly receiving $10,000. Both involve a "professional relationship" between the elected official, with Mayor Troxell being a longtime and continued employee of C.S.U. and Commissioner Donnelly performing survey work for the applicant for several years. In both cases, recusal is the only appropriate action for the elected official to take.

Thank you for reviewing this supplement. Please feel free to contact me if you have any additional questions.

Sincerely,
**HADFIELD STIEBEN & DOUTT, LLC**

Gordon Hadfield

GMH/eo

Sec. 2-569. - Board of ethics.

(a) In order to assist the Councilmembers and board and commission members in interpreting and applying the definitions, rules and procedures pertaining to ethics established by the Charter and Code and by the applicable provisions of state statute, there is hereby created a Board of the City to be known as the Ethics Review Board, hereafter referred to in this Division as the "Review Board."

(b) The Review Board shall consist of three (3) Councilmembers elected by the City Council, one (1) of whom shall be elected by the Review Board to serve as a chairperson. One (1) alternate shall also be appointed by the City Council to serve in the event that a regular member of the Review Board is unavailable or in the event that any particular complaint or inquiry is directed towards a member of the Review Board.

(c) Subject to the provisions of Subsection (d) below, the duties and responsibilities of the Review Board shall be as follows:

(1) To review and investigate complaints of unethical conduct filed against Councilmembers or board and commission members by any person;

(2) To review and investigate actual or hypothetical situations involving potential conflicts of interest presented by individual Councilmembers or board and commission members;

(3) After review and investigation, to render advisory opinions or interpretations pertaining to such complaints or inquiries under the relevant provisions of the Charter and Code and the applicable provisions of state law, if any, and to make written recommendations to the City Council and any affected board or commission concerning the same; and

(4) To propose any revisions to the provisions of the Charter or Code or other regulations, rules or policies of the City pertaining to ethical conduct as the Review Board may deem necessary and appropriate in the best interests of the City.

(d) Complaints and inquiries shall be submitted to the Review Board only according to the following procedures:

(1) *Complaints.*

a. Any person who believes that a Councilmember or board and commission member has violated any provision of state law or the Charter or Code pertaining to ethical conduct may file a complaint with the City Clerk, who shall immediately notify the chairperson of the Review Board, the Councilmembers or board and commission members named in the complaint and the City Council. The complaint shall be promptly scheduled for consideration by the Review Board as soon as reasonably practicable. No more than thirty (30) working days after the date of filing of the complaint, the Review Board shall meet and consider the complaint. In the event extenuating circumstances arise in the scheduling and preparation for

EXHIBIT
2

such meeting, the time for meeting shall be extended by fourteen (14) calendar days. All Councilmembers or board and commission members named in the complaint, as well as the complainant, shall be given written notice of such meeting at least three (3) working days prior to the meeting. A notice of the complaint, including the identity of the complainant shall be posted along with the meeting notice.

b. Upon receipt of any such complaint, the Review Board shall, after consultation with the City Attorney, decide by majority vote whether to formally investigate the complaint. In making such determination, the Review Board shall consider the following: (1) whether the allegations in the complaint, if true, would constitute a violation of state or local ethical rules; (2) the reliability and sufficiency of any facts asserted in support of the allegations; and (3) any other facts or circumstances that the Review Board may consider relevant. If the Review Board determines that the complaint does not warrant investigation, the Review Board shall send written notice to the complainant of its determination and the reasoning behind that determination, and shall provide a copy of such notice, together with a copy of the complaint, to all Councilmembers or board or commission members named in the complaint, as well as the City Council.

c. In the event that a complaint is filed with the City Clerk under the provisions of this Subsection which alleges a violation on the part of two (2) or more members of the Review Board (including the alternate), such complaint shall not be referred to the regular Review Board for review but shall instead be submitted to an alternate Review Board consisting of all remaining Councilmembers who are not named in the complaint; provided, however, that if five (5) or more Councilmembers are named in the complaint, the alternate Review Board shall also include as many members of City boards and commissions as are necessary to constitute a seven-member board. Said Board and commission members shall be selected at random by the City Clerk within ten (10) working days of the date upon which the complaint is filed with the City Clerk. Any board and commission members selected by the City Clerk who elect not to serve on the alternate Review Board shall immediately so notify the City Clerk, who shall thereafter select as many additional board and commission members as are necessary to constitute the seven-member alternate Review Board. The procedures utilized by the alternate Review Board for reviewing and investigating the complaint and rendering an advisory opinion and recommendation shall be as provided in Subsections (b) and (e) of this Section, except that: (i) the opinion and recommendation of such Board shall be final and shall not be submitted to the City Council for review or adoption by the City Council unless at least three (3) Councilmembers remain available to

consider and take action on the opinion and recommendation; and (ii) the City Council and City staff shall, upon request by the alternate Review Board, make available to such Board all information in the possession of the city that is relevant to the Board's investigation, including, without limitation, tape recordings of any relevant executive sessions, unless the release of said information is prohibited by state or federal law; and, in reviewing and discussing such information, the Board shall abide by any local, state or federal confidentiality requirements that might limit or prohibit the release of such information to third parties.

(2) *City Council inquiries.* Any Councilmember may present directly to the Review Board any inquiry regarding the application of ethical rules of conduct under state statute or the Charter or Code to any actual or hypothetical situation of a Councilmember or board and commission member.

(e) In performing its review and investigation of any complaint or inquiry submitted in accordance with Subsection (d) hereof, the Review Board shall afford all affected Councilmembers or board and commission members an opportunity to present their interpretations of the facts at issue and of the applicable provisions of law before rendering its opinion and recommendation. The Review Board may also request such additional materials or information from City staff or members of the public which it considers reasonably necessary or helpful to its deliberations. In addition, in the case of a complaint, the Review Board shall have the power to compel by subpoena the attendance and testimony of witnesses and the production of such documents as the Review Board may consider necessary to its investigation. After investigation, the Review Board shall forthwith issue an advisory opinion and recommendation to the City Council, which shall immediately thereafter be filed with the City Clerk and be available for public inspection. Said opinion and recommendation shall be submitted to city Council at a regular City Council meeting, at which time the City Council shall determine whether to adopt the same. Any whose conduct or circumstance is the subject of the opinion shall refrain from participating in any deliberations of the City Council regarding the opinion.

(f) The City Attorney shall provide legal advice to the Review Board and shall prepare and execute all advisory opinions and recommendations of the review board.

(g) Compliance with the applicable provisions of the Charter and Code and the provisions of state law, as well as decisions regarding the existence or nonexistence of conflicts of interest and the appropriate actions to be taken in relation thereto, shall be the responsibility of each individual Councilmember or board and commission member, except as provided in Subparagraph 2-568(c)(1)(g). An opinion adopted by the City Council under Subsection (e) of this Section shall constitute an affirmative defense to any civil or criminal action or any other sanction against a Councilmember or board or commission member acting in reliance thereon.

(Ord. No. 112, 1989, § 1, 8-1-89; Ord. No. 17, 1993, 2-16-93; Ord. No. 64, 1993, 7-20-93; Ord. 132, 2001, § 2, 9-18-01; Ord. No. 110, 2002, §§ 1—3, 8-20-02; Ord. No. 144, 2014, 11-4-14 ; Ord. No. 102, 2019 , § 2, 9-3-19)

Section 9. - Conflicts of interest.

(a) *Definitions* . For purposes of construction of this Section 9, the following words and phrases shall have the following meanings:

*Business* means a corporation, partnership, sole proprietorship, firm, enterprise, franchise, association, organization, self-employed individual, holding company, joint stock company, receivership, trust, activity or entity.

*Financial interest* means any interest equated with money or its equivalent. *Financial interest* shall not include:

(1) the interest that an officer, employee or relative has as an employee of a business, or as a holder of an ownership interest in such business, in a decision of any public body, when the decision financially benefits or otherwise affects such business but entails no foreseeable, measurable financial benefit to the officer, employee or relative;

(2) the interest that an officer, employee or relative has as a nonsalaried officer or member of a nonprofit corporation or association or of an educational, religious, charitable, fraternal or civic organization in the holdings of such corporation, association or organization;

(3) the interest that an officer, employee or relative has as a recipient of public services when such services are generally provided by the city on the same terms and conditions to all similarly situated citizens, regardless of whether such recipient is an officer, employee or relative;

(4) the interest that an officer, employee or relative has as a recipient of a commercially reasonable loan made in the ordinary course of business by a lending institution, in such lending institution;

(5) the interest that an officer, employee or relative has as a shareholder in a mutual or common investment fund in the holdings of such fund unless the shareholder actively participates in the management of such fund;

(6) the interest that an officer, employee or relative has as a policyholder in an insurance company, a depositor in a duly established savings association or bank, or a similar interest-holder, unless the discretionary act of such person, as an officer or employee, could immediately, definitely and measurably affect the value of such policy, deposit or similar interest;

(7) the interest that an officer, employee or relative has as an owner of government-issued securities unless the discretionary act of such owner, as an officer or employee, could immediately, definitely and measurably affect the value of such securities; or

(8) the interest that an officer or employee has in the compensation received from the city for personal services provided to the city as an officer or employee.

EXHIBIT
3

*Officer or employee* means any person holding a position by election, appointment or employment in the service of the city, whether part-time or full-time, including a member of any authority, board, committee or commission of the city, other than an authority that is:

(1) established under the provisions of the Colorado Revised Statutes;

(2) governed by state statutory rules of ethical conduct; and

(3) expressly exempted from the provisions of this Article by ordinance of the Council.

*Personal interest* means any interest (other than a financial interest) by reason of which an officer or employee, or a relative of such officer or employee, would, in the judgment of a reasonably prudent person, realize or experience some direct and substantial benefit or detriment different in kind from that experienced by the general public. *Personal interest* shall not include:.

(1) the interest that an officer, employee or relative has as a member of a board, commission, committee, or authority of another governmental entity or of a nonprofit corporation or association or of an educational, religious, charitable, fraternal, or civic organization;

(2) the interest that an officer, employee or relative has in the receipt of public services when such services are generally provided by the city on the same terms and conditions to all similarly situated citizens; or

(3) the interest that an officer or employee has in the compensation, benefits, or terms and conditions of his or her employment with the city.

*Public body* means the Council or any authority, board, committee, commission, service area, department or office of the city.

*Relative* means the spouse or minor child of the officer or employee, any person claimed by the officer or employee as a dependent for income tax purposes, or any person residing in and sharing with the officer or employee the expenses of the household.

(b) *Rules of conduct concerning conflicts of interest*.

(1) *Sales to the city*. No officer or employee, or relative of such officer or employee, shall have a financial interest in the sale to the city of any real or personal property, equipment, material, supplies or services, except personal services provided to the city as an officer or employee, if:

a. such officer or employee is a member of the Council;

b. such officer or employee exercises, directly or indirectly, any decision-making authority on behalf of the city concerning such sale; or

c. in the case of services, such officer or employee exercises any supervisory

authority in his or her role as a city officer or employee over the services to be rendered to the city.

(2) *Purchases from the city*. No officer, employee or relative shall, directly or indirectly, purchase any real or personal property from the city, except such property as is offered for sale at an established price, and not by bid or auction, on the same terms and conditions as to all members of the general public.

(3) *Interests in other decisions*. Any officer or employee who has, or whose relative has, a financial or personal interest in any decision of any public body of which he or she is a member or to which he or she makes recommendations, shall, upon discovery thereof, disclose such interest in the official records of the city in the manner prescribed in subsection (4) hereof, and shall refrain from voting on, attempting to influence, or otherwise participating in such decision in any manner as an officer or employee.

(4) *Disclosure procedure*. If any officer or employee has any financial or personal interest requiring disclosure under subsection (3) of this section, such person shall immediately upon discovery thereof declare such interest by delivering a written statement to the City Clerk, with copies to the City Manager and, if applicable, to the chairperson of the public body of which such person is a member, which statement shall contain the name of the officer or employee, the office or position held with the city by such person, and the nature of the interest. If said officer or employee shall discover such financial or personal interest during the course of a meeting or in such other circumstance as to render it practically impossible to deliver such written statement prior to action upon the matter in question, said officer or employee shall immediately declare such interest by giving oral notice to all present, including a description of the nature of the interest.

(5) *Violations*. Any contract made in violation of this Section shall be voidable by the city. If voided within one (1) year of the date of execution thereof, the party obtaining payment by reason of such contract shall, if required by the city, forthwith return to the city all or any designated portion of the monies received by such individual from the city by reason of said contract, together with interest at the lawful maximum rate for interest on judgments.

(Res. No. 71-12, 2-11-71, approved, election 4-6-71; Ord. No. 155, 1988, 12-20-88, approved, election 3-7-89; Ord. No. 10, 1997, § 1, 2-4-97, approved, election 4-8-97; Ord. No. 22, 2001, § 2, 2-20-01, approved, election 4-3-01; Ord. No. 003, 2017, § 2, 1-17-17, approved, election 4-4-17)

Sec. 2-568. - Ethical rules of conduct.

(a) Definitions. The following words, terms and phrases, when used in this Section, Section 2-569 and in Section 9 of the Charter Article IV, shall have the following meanings:

(1) *Attempt to influence or influence,* as it pertains to this Section, shall mean take any action intended to impact, shape, control, sway, bias or prejudice.

(2) *Benefit* shall mean an advantage or gain.

(3) *Board and commission member* shall mean a member of any appointive board or commission of the City.

(4) *Confidential information* or *information received in confidence* shall mean:

a. Information contained in any writing that may properly be withheld from public inspection under the provisions of the Colorado Open Records Act and that is marked "confidential" when provided to the officer or employee;

b. All information exchanged or discussed in any executive session properly convened under § 2-31 or 2-71 of the Code, except to the extent that such information is also contained in a public record available to the general public under the provisions of the Colorado Open Records Act; or

c. All communications between attorneys representing the City and officers or employees of the City that are subject to the attorney-client privilege, whether oral or written, unless the privilege has been waived.

(5) *Councilmember* shall mean a member of the City Council.

(6) *Different in kind from that experienced by the general public* shall mean of a different type or nature not shared by the public generally and that is not merely different in degree from that experienced by the public generally.

(7) *Direct* shall mean resulting immediately and proximately from the circumstances and not from an intervening cause.

(8) *Detriment* shall mean disadvantage, injury, damage or loss.

(9) *Financial interest* shall have the meaning given to this term in Section 9(a) of Charter Article IV, which states: *Financial interest* means any interest equated with money or its equivalent. Financial interest shall not include:

a. the interest that an officer, employee or relative has as an employee of a business, or as a holder of an ownership interest in such business, in a decision of any public body, when the decision financially benefits or otherwise affects such business but entails no foreseeable, measurable financial benefit to the officer, employee or relative;

b. the interest that an officer, employee or relative has as a nonsalaried officer or member of a nonprofit corporation or association or of an educational, religious, charitable, fraternal or civic organization in the holdings of such corporation, association or organization;

c. the interest that an officer, employee or relative has as a recipient of public services when such services are generally provided by the city on the same terms and conditions to all similarly situated citizens, regardless of whether such recipient is an officer, employee or relative;

d. the interest that an officer, employee or relative has as a recipient of a commercially reasonable loan made in the ordinary course of business by a lending institution, in such lending institution;

e. the interest that an officer, employee or relative has as a shareholder in a mutual or common investment fund in the holdings of such fund unless the shareholder actively participates in the management of such fund;

f. the interest that an officer, employee or relative has as a policyholder in an insurance company, a depositor in a duly established savings association or bank, or a similar interest-holder, unless the discretionary act of such person, as an officer or employee, could immediately, definitely and measurably

EXHIBIT 4

affect the value of such policy, deposit or similar interest;

g. the interest that an officer, employee or relative has as an owner of government-issued securities unless the discretionary act of such owner, as an officer or employee, could immediately, definitely and measurably affect the value of such securities; or

h. the interest that an officer or employee has in the compensation received from the city for personal services provided to the city as an officer or employee.

(10) *Officer* or *employee* shall mean any person holding a position by election, appointment or employment in the service of the City, whether part-time or full-time, including any member of the City Council and any member of any authority, board, committee or commission of the City, other than an authority that is:

a. Established under the provisions of the Colorado Revised Statutes;

b. Governed by state statutory rules of ethical conduct; and

c. Expressly exempted from the provisions of Article IV of the City Charter by ordinance of the City Council.

(11) *Personal interest* shall have the meaning given to this term in Section 9(a) of the Charter Article IV, which states:

*Personal interest* means any interest (other than a financial interest) by reason of which an officer or employee, or a relative of such officer or employee, would, in the judgment of a reasonably prudent person, realize or experience some direct and substantial benefit or detriment different in kind from that experienced by the general public. Personal interest shall not include:

a. the interest that an officer, employee or relative has as a member of a board, commission, committee, or authority of another governmental entity or of a nonprofit corporation or association or of an educational, religious, charitable, fraternal, or civic organization;

b. the interest that an officer, employee or relative has in the receipt of public services when such services are generally provided by the city on the same terms and conditions to all similarly situated citizens; or

c. the interest that an officer or employee has in the compensation, benefits, or terms and conditions of his or her employment with the city.

(12) *Public body* shall have the meaning given to this term in Section 9(a) of Charter Article IV, which states:

*Public body* means the Council or any authority, board, committee, commission, service area, department or office of the city.

(13) *Public services* shall mean city services provided to or made available for the public's benefit.

(14) *Related entity* shall mean any corporation, limited liability company, partnership, sole proprietorship, joint venture, trust, estate, foundation, association, business, company or any other organization, whether or not operated for profit, with respect to which an officer or employee, or a relative of the same, has a substantial ownership interest in, is employed by, is an agent for or otherwise represents in any legal capacity.

(15) *Relative* shall have the meaning given to this word in Section 9(a) of Charter Article IV, which states:

*Relative* means the spouse or minor child of the officer or employee, any person claimed by the officer or employee as a dependent for income tax purposes, or any person residing in and sharing with the officer or employee the expenses of the household.

(16) *Routine City matter* shall mean a usual and ordinary registration, reservation, or other request or application, within a program or for public services or City approval, such as a registration for a recreation class, reservation of a park shelter, request for standard utility services or application for a building permit, development approval or variance, or an appeal, provided that the same is carried out using a routine process or system or in a manner consistent with standard practices.

(17) *Similarly situated citizens* shall mean citizens in like circumstances having comparable legal rights and obligations

(18) *Substantial* shall mean more than nominal in value, degree, amount or extent.

(b) Notwithstanding the provisions of § 1-15 of the Code, an alleged violation of the provisions of this Section by a member of the City Council shall not be prosecuted in the Municipal Court as a misdemeanor criminal offense but shall instead be referred to the Ethics Review Board for an advisory opinion and recommendation under the provisions of § 2-569.

(c) Rules of conduct.

(1) Use and disclosure of confidential information. The following rules shall apply to the use and disclosure of confidential information by officers and employees of the City. In the event of any conflict among these provisions, the more specific provision shall take precedence over the more general provision.

a. No use for personal gain. No officer or employee shall knowingly use information received in confidence as an officer or employee to advance the financial or personal interests of the officer or employee or others.

b. Disclosure of confidential information, generally. No officer or employee shall knowingly disclose any confidential information to any person who is not an officer or employee or to an officer or employee whose official duties are unrelated to the subject matter of the confidential information or to maintaining an official record of such information on behalf of the City, unless such disclosure is reasonably necessary to protect the City from the gross mismanagement of public funds, the abuse of governmental authority, or illegal or unethical practices.

c. Disclosure of confidential information provided to the City Council. All information received in confidence by the City Council shall remain confidential, and no officer or employee shall knowingly disclose any such confidential information to any person to whom such information was not originally distributed by City staff unless and until the City Council has, by majority vote, consented to its release, unless such disclosure is reasonably necessary to protect the City from the gross mismanagement of public funds, the abuse of governmental authority, or illegal or unethical practices.

d. Disclosure of information discussed in executive session. No officer or employee shall knowingly disclose any confidential information discussed in an executive session to any person who was not present during such discussion, other than members of such body who were unable to attend the executive session, without the prior knowledge and consent of the body holding such executive session, unless such disclosure is reasonably necessary to protect the City from the gross mismanagement of public funds, the abuse of governmental authority, or illegal or unethical practices. In the event that a matter discussed in executive session comes before the City Council or a board or commission of the City for formal action at an open meeting, or if such formal action is anticipated, nothing herein shall be construed as prohibiting a member of the body that will be taking such formal action from stating his or her position or opinion with regard to the matter, as long as such statements do not divulge confidential information received from others during the executive session.

e. Certain distribution and discussion by City Manager and City Attorney permitted. Notwithstanding the provisions of Subparagraphs c. and d. above, the City Manager and City Attorney may further distribute confidential information provided to the City Council and may disclose confidential information discussed in any executive session of the City Council, or of a Council committee, to such staff members and/or board and commission members as they may consider reasonably necessary to enable them to fully advise the City Council or to implement any direction given by the City Council or to advise other officers and employees of the City whose official duties are related to the subject matter of the confidential information or to maintaining a record of the same on behalf of the City.

f. No disclosure of confidential information to officer or employee having conflict of interest. No officer or

employee who has filed a statement of conflict of interest with the City Clerk under Article IV, Section 9 of the Charter, or who has been determined by the City Council under the provisions of Subparagraph g. below to have a conflict of interest, shall knowingly elicit, accept or inspect any confidential information pertaining to the subject matter of such conflict of interest, nor shall any such officer or employee attend or participate in an executive session of the City Council, or of a Council committee or board or commission of the City, pertaining to said subject matter.

g. The City Council may determine that a Councilmember shall not receive confidential information or attend executive sessions on a particular topic if the City Council first determines that said Councilmember has a conflict of interest in the subject matter of such confidential information and/or executive session. Any such determination by the City Council shall be made only after the City Council has received an advisory opinion and recommendation of the Ethics Review Board on the question, rendered in accordance with the provisions of § 2-569.

(2) With respect to any matter regarding which a Councilmember has declared a conflict of interest, said Councilmember is prohibited from discussing with, or otherwise attempting in any capacity to influence, directly or indirectly, any City officer or employee, and from representing any person or interest before the City Council or any board of commission of the City or in dealing with any City officer or employee, except that such Councilmember may represent with any City employee or before the City Council or a board or commission of the City his or her own interest or that of a relative provided said Councilmember does not violate Section 2-568(c)(5) or (c)(6).

(3) In any action in which a member of a City board or commission member ("member") declares a conflict of interest, such member shall not communicate to or attempt to influence such board or commission regarding such item, in any capacity, except that:

a. the member may communicate with said board or commission to protect a strictly personal interest, in the same or similar ways in which the public is permitted to communicate with the board or commission.

b. the member may prepare materials on behalf of another for a project in the normal course of business or operation, so long as the purpose of those materials is not directly and substantially related to advocacy before said member's board or commission. Those materials may be included in materials submitted by another to said member's board or commission so long as they fall within this exception. For illustrative purposes, such materials may include, but are not necessarily limited to architectural plans, technical studies, and engineering designs.

c. if a member has declared a conflict of interest in a matter in accordance with the City Charter and Code and so is precluded from participating in or influencing the decision of his or her board or commission, he or she may request a variance from the limitations of this subsection from the City Council in the following circumstances, and in the following manner:

1. The member must submit a request for a variance to the City Clerk on a form provided by the City Clerk for such purpose.

2. The member must demonstrate that without the variance, he or she would suffer an exceptional hardship, and that no reasonable alternative exists that would allow for that hardship to be avoided or substantially mitigated;

3. The City Council must act by resolution to approve or disapprove the requested variance.

d. This limitation does not apply to other members, partners, or other parties of the member's or firm or entity, who may continue to work on the project and may advocate to such member's board or commission, provided that the member has declared the conflict and refrains from participating in the matter consistent with the application limitations.

(4) All officers and employees shall refrain from accepting payment for any speeches, debates or other public

events and shall further refrain from accepting any gift or favor which, in the judgment of a reasonably prudent person, would tend to impair the officer's or employee's independence of judgment in the performance of his or her official duties. The following shall not constitute prohibited gifts or favors under this Section:

a. Campaign contributions reported as required by Chapter 7, Article V of this Code;

b. A nonpecuniary award publicly presented by a nonprofit organization in recognition of public service;

c. Payment of or reimbursement for actual and necessary expenditures for travel and subsistence for attendance at a convention or other meeting at which an officer or employee is scheduled to participate;

d. Reimbursement for or acceptance of an opportunity to participate in a social function or meeting which is offered to an officer or employee which is not extraordinary when viewed in light of the position held by such officer or employee;

e. Items of perishable or nonpermanent value that are insignificant in value, including, but not limited to, meals, lodging, travel expenses or tickets to sporting, recreational, educational or cultural events; and

f. Payment of salary from employment, including other employment in addition to that earned from being an officer or employee.

(5) No officer or employee shall request on his or her own behalf, or for or through a relative or related entity, from any other officer or employee, or grant to any other officer or employee, or relative or related entity of the same, any consideration, treatment or advantage in the interpretation, administration or enforcement of the Charter, Code, any City regulation, policy or program or in the provision of public services, that is substantially different from that available to other persons in the same circumstances or having the same need.

(6) If any Councilmember contacts an officer or employee regarding a request in connection with that contacted officer's or employee's role and in relation to a matter that is not a routine City matter and is not within the Councilmember's role as an officer of the City, said Councilmember shall no later than 5:00 p.m. on the next business day after such contact deliver a written disclosure to the City Clerk and the City Manager and to all other members of City Council. The written disclosure must describe the date, time and general subject matter of the contact, together with the identity of the officer or employee contacted. Any private or confidential information, such as tax, utility account, or other personal information may be excluded or redacted from such disclosure. Disclosure by means of an electronic message shall be deemed to constitute written disclosure for purposes of this provision.

(Ord. No. 112, 1989, § 1, 8-1-89; Ord. No. 162, 2000, § 2, 11-21-00; Ord. No. 109, 2002, §§ 1—4, 8-20-02; Ord. No. 145, 2014, 11-4-14 ; Ord. No. 159, 2014, §§ 1—3, 11-18-14 ; Ord. No. 037, 2017 , §§ 2, 3, 3-7-17; Ord. No. 167, 2017 , § 2, 12-19-17)

## 24-18-101. Legislative declaration

The general assembly recognizes the importance of the participation of the citizens of this state in all levels of government in the state. The general assembly further recognizes that, when citizens of this state obtain public office, conflicts may arise between the public duty of such a citizen and his or her private interest. The general assembly hereby declares that the prescription of some standards of conduct common to those citizens involved with government is beneficial to all residents of the state. The provisions of this part 1 recognize that some actions are conflicts per se between public duty and private interest while other actions may or may not pose such conflicts depending upon the surrounding circumstances.

## 24-18-102. Definitions

As used in this part 1, unless the context otherwise requires:
**(1)** "Business" means any corporation, limited liability company, partnership, sole proprietorship, trust or foundation, or other individual or organization carrying on a business, whether or not operated for profit.
**(2)** "Compensation" means any money, thing of value, or economic benefit conferred on or received by any person in return for services rendered or to be rendered by himself or another.
**(3)** "Employee" means any temporary or permanent employee of a state agency or any local government, except a member of the general assembly and an employee under contract to the state.
**(4)** "Financial interest" means a substantial interest held by an individual which is:
**(a)** An ownership interest in a business;
**(b)** A creditor interest in an insolvent business;
**(c)** An employment or a prospective employment for which negotiations have begun;
**(d)** An ownership interest in real or personal property;
**(e)** A loan or any other debtor interest; or
**(f)** A directorship or officership in a business.
**(5)** "Local government" means the government of any county, city and county, city, town, special district, or school district.
**(6)** "Local government official" means an elected or appointed official of a local government but does not include an employee of a local government.
**(7)** "Official act" or "official action" means any vote, decision, recommendation, approval, disapproval, or other action, including inaction, which involves the use of discretionary authority.
**(8)** "Public officer" means any elected officer, the head of a principal department of the executive branch, and any other state officer. "Public officer" does not include a member of the general assembly, a member of the judiciary, any local government official, or any member of a board, commission, council, or committee who receives no compensation other than a per diem allowance or necessary and reasonable expenses.
**(9)** "State agency" means the state; the general assembly and its committees; every executive department, board, commission, committee, bureau, and office; every state institution of higher education, whether established by the state constitution or by law, and every governing board thereof; and every independent commission and other political subdivision of the state government except the courts.

## 24-18-103. Public trust - breach of fiduciary duty

**(1)** The holding of public office or employment is a public trust, created by the confidence which the electorate reposes in the integrity of public officers, members of the general assembly, local government officials, and employees. A public officer, member of the general assembly, local government official, or employee shall carry out his duties for the benefit of the people of the state.
**(2)** A public officer, member of the general assembly, local government official, or employee whose conduct departs from his fiduciary duty is liable to the people of the state as a trustee of property and shall suffer such other liabilities as a private fiduciary would suffer for abuse of his trust. The district attorney of the district where the trust is violated may bring appropriate judicial proceedings on behalf

EXHIBIT
tabbies
5

of the people. Any moneys collected in such actions shall be paid to the general fund of the state or local government. Judicial proceedings pursuant to this section shall be in addition to any criminal action which may be brought against such public officer, member of the general assembly, local government official, or employee.

## 24-18-104. Rules of conduct for all public officers, members of the general assembly, local government officials, and employees

**(1)** Proof beyond a reasonable doubt of commission of any act enumerated in this section is proof that the actor has breached his fiduciary duty and the public trust. A public officer, a member of the general assembly, a local government official, or an employee shall not:
**(a)** Disclose or use confidential information acquired in the course of his official duties in order to further substantially his personal financial interests; or
**(b)** Accept a gift of substantial value or a substantial economic benefit tantamount to a gift of substantial value:
**(I)** Which would tend improperly to influence a reasonable person in his position to depart from the faithful and impartial discharge of his public duties; or
**(II)** Which he knows or which a reasonable person in his position should know under the circumstances is primarily for the purpose of rewarding him for official action he has taken.
**(2)** An economic benefit tantamount to a gift of substantial value includes without limitation:
**(a)** A loan at a rate of interest substantially lower than the commercial rate then currently prevalent for similar loans and compensation received for private services rendered at a rate substantially exceeding the fair market value of such services; or
**(b)** The acceptance by a public officer, a member of the general assembly, a local government official, or an employee of goods or services for his or her own personal benefit offered by a person who is at the same time providing goods or services to the state or a local government under a contract or other means by which the person receives payment or other compensation from the state or local government, as applicable, for which the officer, member, official, or employee serves, unless the totality of the circumstances attendant to the acceptance of the goods or services indicates that the transaction is legitimate, the terms are fair to both parties, the transaction is supported by full and adequate consideration, and the officer, member, official, or employee does not receive any substantial benefit resulting from his or her official or governmental status that is unavailable to members of the public generally.
**(3)** The following are not gifts of substantial value or gifts of substantial economic benefit tantamount to gifts of substantial value for purposes of this section:
**(a)** Campaign contributions and contributions in kind reported as required by section 1-45-108, C.R.S.;
**(b)** An unsolicited item of trivial value;
**(b.5)** A gift with a fair market value of fifty-three dollars or less that is given to the public officer, member of the general assembly, local government official, or employee by a person other than a professional lobbyist.
**(c)** An unsolicited token or award of appreciation as described in section 3 (3)(c) of article XXIX of the state constitution;
**(c.5)** Unsolicited informational material, publications, or subscriptions related to the performance of official duties on the part of the public officer, member of the general assembly, local government official, or employee;
**(d)** Payment of or reimbursement for reasonable expenses paid by a nonprofit organization or state and local government in connection with attendance at a convention, fact-finding mission or trip, or other meeting as permitted in accordance with the provisions of section 3 (3)(f) of article XXIX of the state constitution;
**(e)** Payment of or reimbursement for admission to, and the cost of food or beverages consumed at, a reception, meal, or meeting that may be accepted or received in accordance with the provisions of section 3 (3)(e) of article XXIX of the state constitution;
**(f)** A gift given by an individual who is a relative or personal friend of the public officer, member of the general assembly, local government official, or employee on a special occasion.
**(g)** Payment for speeches, appearances, or publications that may be accepted or received by the public officer, member of the general assembly, local government official, or employee in accordance

with the provisions of section 3 of article XXIX of the state constitution that are reported pursuant to section 24-6-203 (3)(d);

(h) Payment of salary from employment, including other government employment, in addition to that earned from being a member of the general assembly or by reason of service in other public office;

(i) A component of the compensation paid or other incentive given to the public officer, member of the general assembly, local government official, or employee in the normal course of employment; and

(j) Any other gift or thing of value a public officer, member of the general assembly, local government official, or employee is permitted to solicit, accept, or receive in accordance with the provisions of section 3 of article XXIX of the state constitution, the acceptance of which is not otherwise prohibited by law.

(4) The provisions of this section are distinct from and in addition to the reporting requirements of section 1-45-108, C.R.S., and section 24-6-203, and do not relieve an incumbent in or elected candidate to public office from reporting an item described in subsection (3) of this section, if such reporting provisions apply.

(5) The amount of the gift limit specified in paragraph (b.5) of subsection (3) of this section, set at fifty-three dollars as of August 8, 2012, shall be identical to the amount of the gift limit under section 3 of article XXIX of the state constitution, and shall be adjusted for inflation contemporaneously with any adjustment of the constitutional gift limit pursuant to section 3 (6) of article XXIX.

## 24-18-105. Ethical principles for public officers, local government officials, and employees

(1) The principles in this section are intended as guides to conduct and do not constitute violations as such of the public trust of office or employment in state or local government.

(2) A public officer, a local government official, or an employee should not acquire or hold an interest in any business or undertaking which he has reason to believe may be directly and substantially affected to its economic benefit by official action to be taken by an agency over which he has substantive authority.

(3) A public officer, a local government official, or an employee should not, within six months following the termination of his office or employment, obtain employment in which he will take direct advantage, unavailable to others, of matters with which he was directly involved during his term of employment. These matters include rules, other than rules of general application, which he actively helped to formulate and applications, claims, or contested cases in the consideration of which he was an active participant.

(4) A public officer, a local government official, or an employee should not perform an official act directly and substantially affecting a business or other undertaking to its economic detriment when he has a substantial financial interest in a competing firm or undertaking.

(5) Public officers, local government officials, and employees are discouraged from assisting or enabling members of their immediate family in obtaining employment, a gift of substantial value, or an economic benefit tantamount to a gift of substantial value from a person whom the officer, official, or employee is in a position to reward with official action or has rewarded with official action in the past.

## 24-18-201. Interests in contracts

(1) Members of the general assembly, public officers, local government officials, or employees shall not be interested in any contract made by them in their official capacity or by any body, agency, or board of which they are members or employees. A former employee may not, within six months following the termination of his employment, contract or be employed by an employer who contracts with a state agency or any local government involving matters with which he was directly involved during his employment. For purposes of this section, the term:
(a) "Be interested in" does not include holding a minority interest in a corporation.
(b) "Contract" does not include:
(I) Contracts awarded to the lowest responsible bidder based on competitive bidding procedures;
(II) Merchandise sold to the highest bidder at public auctions;
(III) Investments or deposits in financial institutions which are in the business of loaning or receiving moneys;
(IV) A contract with an interested party if, because of geographic restrictions, a local government could not otherwise reasonably afford itself of the subject of the contract. It shall be presumed that a local government could not otherwise reasonably afford itself of the subject of a contract if the additional cost to the local government is greater than ten percent of a contract with an interested party or if the contract is for services that must be performed within a limited time period and no other contractor can provide those services within that time period.
(V) A contract with respect to which any member of the general assembly, public officer, local government official, or employee has disclosed a personal interest and has not voted thereon or with respect to which any member of the governing body of a local government has voted thereon in accordance with section 24-18-109 (3)(b) or 31-4-404 (3), C.R.S. Any such disclosure shall be made: To the governing body, for local government officials and employees; in accordance with the rules of the house of representatives and the senate, for members of the general assembly; and to the secretary of state, for all others.

## 24-18-202. Interest in sales or purchases

Public officers and local government officials shall not be purchasers at any sale or vendors at any purchase made by them in their official capacity.

## 24-18-203. Voidable contracts

Every contract made in violation of any of the provisions of section 24-18-201 or 24-18-202 shall be voidable at the instance of any party to the contract except the officer interested therein.

## 24-18-204. Dealings in warrants and other claims prohibited

State officers, county officers, city and county officers, city officers, and town officers, as well as all other local government officials, and their deputies and clerks, are prohibited from purchasing or selling or in any manner receiving to their own use or benefit or to the use or benefit of any person or persons whatever any state, county, city and county, city, or town warrants, scrip, orders, demands, claims, or other evidences of indebtedness against the state or any county, city and county, city, or town thereof except evidences of indebtedness issued to or held by them for services rendered as such officer, deputy, or clerk, and evidences of the funded indebtedness of such state, county, city and county, city, or town.

EXHIBIT
tabbies
6

## 24-18-205. Settlements to be withheld on affidavit

(1) Every officer charged with the disbursement of public moneys who is informed by affidavit establishing probable cause that any officer whose account is about to be settled, audited, or paid by him has violated any of the provisions of this part 2 shall suspend such settlement or payment and cause such officer to be prosecuted for such violation by the district attorney of the appropriate jurisdiction.

(2) If there is judgment for the defendant upon such prosecution, the proper officer may proceed to settle, audit, or pay such account as if no such affidavit had been filed.

## 24-18-206. Penalty

A person who knowingly commits an act proscribed in this part 2 commits a class 1 misdemeanor and shall be punished as provided in section 18-1.3-501, C.R.S. In addition to the penalties provided in section 18-1.3-501, C.R.S., the court may impose a fine of no more than twice the amount of the benefit the person obtained or was attempting to obtain in violating a provision of this part 2.

## 18-8-302. Bribery

(1) A person commits the crime of bribery, if:
(a) He offers, confers, or agrees to confer any pecuniary benefit upon a public servant with the intent to influence the public servant's vote, opinion, judgment, exercise of discretion, or other action in his official capacity; or
(b) While a public servant, he solicits, accepts, or agrees to accept any pecuniary benefit upon an agreement or understanding that his vote, opinion, judgment, exercise of discretion, or other action as a public servant will thereby be influenced.
(2) It is no defense to a prosecution under this section that the person sought to be influenced was not qualified to act in the desired way, whether because he had not yet assumed office, lacked jurisdiction, or for any other reason.
(3) Bribery is a class 3 felony.

## 18-8-303. Compensation for past official behavior

(1) A person commits a class 6 felony, if he:
(a) Solicits, accepts, or agrees to accept any pecuniary benefit as compensation for having, as a public servant, given a decision, opinion, recommendation, or vote favorable to another or for having otherwise exercised a discretion in his favor, whether or not he has in so doing violated his duty; or
(b) Offers, confers, or agrees to confer compensation, acceptance of which is prohibited by this section.

## 18-8-304. Soliciting unlawful compensation

A public servant commits a class 2 misdemeanor if he requests a pecuniary benefit for the performance of an official action knowing that he was required to perform that action without compensation or at a level of compensation lower than that requested.

## 18-8-305. Trading in public office

(1) A person commits trading in public office if:
(a)He offers, confers, or agrees to confer any pecuniary benefit upon a public servant or party officer upon an agreement or understanding that he or a particular person will or may be appointed to a public office or designated or nominated as a candidate for public office; or
(b) While a public servant or party officer, he solicits, accepts, or agrees to accept any pecuniary benefit from another upon an agreement or understanding that a particular person will or may be appointed to a public office or designated or nominated as a candidate for public office.
(2) It shall be an affirmative defense that the pecuniary benefit was a customary contribution to political campaign funds solicited and received by lawfully constituted political parties.
(3) Trading in public office is a class 1 misdemeanor.

## 18-8-306. Attempt to influence a public servant

Any person who attempts to influence any public servant by means of deceit or by threat of violence or economic reprisal against any person or property, with the intent thereby to alter or affect the public servant's decision, vote, opinion, or action concerning any matter which is to be considered or performed by him or the agency or body of which he is a member, commits a class 4 felony.

## 18-8-307. Designation of supplier prohibited

(1) No public servant shall require or direct a bidder or contractor to deal with a particular person in procuring any goods or service required in submitting a bid to or fulfilling a contract with any government.
(2) Any provision in invitations to bid or any contract documents prohibited by this section are against public policy and void.

**(3)** It shall be an affirmative defense that the defendant was a public servant acting within the scope of his authority exercising the right to reject any material, subcontractor, service, bond, or contract tendered by a bidder or contractor because it does not meet bona fide specifications or requirements relating to quality, availability, form, experience, or financial responsibility.
**(4)** Any public servant who violates the provisions of subsection (1) of this section commits a class 6 felony.

## 18-8-308. Failing to disclose a conflict of interest

**(1)** A public servant commits failing to disclose a conflict of interest if he exercises any substantial discretionary function in connection with a government contract, purchase, payment, or other pecuniary transaction without having given seventy-two hours' actual advance written notice to the secretary of state and to the governing body of the government which employs the public servant of the existence of a known potential conflicting interest of the public servant in the transaction with reference to which he is about to act in his official capacity.
**(2)** A "potential conflicting interest" exists when the public servant is a director, president, general manager, or similar executive officer or owns or controls directly or indirectly a substantial interest in any nongovernmental entity participating in the transaction.
**(3)** Failing to disclose a conflict of interest is a class 2 misdemeanor.

## 18-8-402. Misuse of official information

(1) Any public servant, in contemplation of official action by himself or by a governmental unit with which he is associated or in reliance on information to which he has access in his official capacity and which has not been made public, commits misuse of official information if he:
(a) Acquires a pecuniary interest in any property, transaction, or enterprise which may be affected by such information or official action; or
(b) Speculates or wagers on the basis of such information or official action; or
(c) Aids, advises, or encourages another to do any of the foregoing with intent to confer on any person a special pecuniary benefit.
(2) Misuse of official information is a class 6 felony.

## 18-8-403. Official oppression

(1) A public servant, while acting or purporting to act in an official capacity or taking advantage of such actual or purported capacity, commits official oppression if, with actual knowledge that his conduct is illegal, he:
(a) Subjects another to arrest, detention, search, seizure, mistreatment, dispossession, assessment, or lien; or
(b) Has legal authority and jurisdiction of any person legally restrained of his liberty and denies the person restrained the reasonable opportunity to consult in private with a licensed attorney-at-law, if there is no danger of imminent escape and the person in custody expresses a desire to consult with such attorney.
(2) Official oppression is a class 2 misdemeanor.

## 18-8-404. First degree official misconduct

(1) A public servant commits first degree official misconduct if, with intent to obtain a benefit for the public servant or another or maliciously to cause harm to another, he or she knowingly:
(a) Commits an act relating to his office but constituting an unauthorized exercise of his official function; or
(b) Refrains from performing a duty imposed upon him by law; or
(c) Violates any statute or lawfully adopted rule or regulation relating to his office.
(2) First degree official misconduct is a class 2 misdemeanor.

## 18-8-405. Second degree official misconduct

(1) A public servant commits second degree official misconduct if he knowingly, arbitrarily, and capriciously:
(a) Refrains from performing a duty imposed upon him by law; or
(b) Violates any statute or lawfully adopted rule or regulation relating to his office.
(2) Second degree official misconduct is a class 1 petty offense.

## 18-8-406. Issuing a false certificate

A person commits a class 6 felony, if, being a public servant authorized by law to make and issue official certificates or other official written instruments, he makes and issues such an instrument containing a statement which he knows to be false.

## 18-8-407. Embezzlement of public property

(1) Every public servant who lawfully or unlawfully comes into possession of any public moneys or public property of whatever description, being the property of the state or of any political subdivision of the state, and who knowingly converts any of such public moneys or property to his own use or to any use other than the public use authorized by law is guilty of embezzlement of public property. Every person convicted under the provisions of this section shall be forever thereafter ineligible and

disqualified from being a member of the general assembly of this state or from holding any office of trust or profit in this state.
**(2)** Embezzlement of public property is a class 5 felony.

## 18-8-408. Designation of insurer prohibited

**(1)** No public servant shall, directly or indirectly, require or direct a bidder on any public building or construction contract which is about to be or has been competitively bid to obtain from a particular insurer, agent, or broker any surety bond or contract of insurance required in such bid or contract or required by any law, ordinance, or regulation.
**(2)** Any such public servant who violates any of the provisions of subsection (1) of this section commits a class 1 petty offense.
**(3)** Any provisions in invitations to bid or in any contract documents prohibited by this section are declared void as against the public policy of this state.
**(4)** Nothing in this section shall be construed to prevent any such public servant acting on behalf of the government from exercising the right to approve or reject a surety bond or contract of insurance as to its form or sufficiency or the lack of financial capability of an insurer selected by a bidder.
**(5)** This section shall apply only to contracts entered into on or after July 1, 1977.

## 18-8-409. Violation of rules and regulations of judicial nominating commissions not subject to criminal prosecution

A person who violates a rule or regulation promulgated by any judicial nominating commission shall not be subject to criminal prosecution.

City of Fort Collins

# Ethics Review Board

## WORKBOOK FOR SUPPLEMENTAL COMPLAINT REVIEW – MAYOR WADE TROXELL

DECEMBER 16, 2019

EXHIBIT

tabbies

9

## PART 1 – LOCAL ETHICS PROVISIONS – CONFLICTS OF INTEREST

### PHASE 1 – Consider whether the allegations in the Supplemental Complaint, if they are true, would constitute a violation of local ethical rules.

- The Supplemental Complaint does not allege a violation of a particular state or local ethical rule.

- The Supplemental Complaint alleges that Wade Troxell, as elected Mayor of the City, should have disclosed a conflict of interest and refrained from voting on the Hughes Stadium rezoning ordinance, because his campaign received contributions from the National Association of Realtors Fund.

- The Supplemental Complaint alleges the following facts:

  In March 2017, the National Association of Realtors Fund spent $39,722 to support Mayor Troxell's bid for re-election. At that time, Troxell had raised approximately $15,000 for the election cycle and he had an additional $5,000 that rolled over from his previous campaign. In 2015, two years before this contribution, local realtors had valued the Hughes Stadium land in the $4.8 million to $6.4 million range. Zoning for medium to high density dwellings and some commercial development would need to be allowed for the land to be worth $10 million. Tony Frank wrote to the Coloradoan regarding development of the Hughes Stadium site on June 18, 2016. When the National Association of Realtors Fund contributed to Mayor Troxell's campaign, the issue of the Hughes Stadium site was front and center.

- The Supplemental Complaint does not allege that any relative of Mayor Troxell has an interest in the decision.

- The Board should most likely review these allegations as a potential violation of Article IV, Section 9 of the City Charter, conflicts of interest:

  "*Interests in other decisions* . Any **officer or employee** who has, or whose relative has, a **financial or personal interest** in any decision of any public body of which he or she is a member or to which he or she makes recommendations, shall, upon discovery thereof, disclose such interest in the official records of the city in the manner prescribed in subsection (4) hereof, and shall refrain from voting on, attempting to influence, or otherwise participating in such decision in any manner as an officer or employee." [Section 9(b)(3) – emphasis added]

  This Analysis begins on **Page 2**.

The Board should also determine whether these allegations support a violation of any state ethical rules. That analysis is in Phase 4 on **Page 13**.

Question 1: Assuming the facts in the Supplemental Complaint are true, was Mayor Troxell's role in the Hughes Stadium rezoning decision as an officer or employee of the City?

This issue is not disputed. Go to **Page 3**

Question 2. Assuming the facts in the Supplemental Complaint are true, does Mayor Troxell have a financial interest in the Hughes Stadium rezoning decision resulting from the National Association of Realtors independent campaign expenditures in 2017?

*Financial interest* means any interest equated with money or its equivalent.

Part A: Does Mayor Troxell have an interest in the rezoning decision resulting from the National Association of Realtors independent campaign expenditures in 2017 that is equated with money or its equivalent?

☐ NO: Go to **Page 6** (Analysis of Personal Interest).

☐ YES: Go to **Page 4** (Allowable Exceptions).

Part B: Do one of these 8 exceptions (continued on **Page 5**) apply to Mayor Troxell's financial interest resulting from the National Association of Realtors independent campaign expenditures in 2017?

| | |
|---|---|
| (1) Is Mayor Troxell's interest the interest that an officer, employee or relative has as an employee of a business, or as a holder of an ownership interest in such business, in a decision of any public body, when the decision financially benefits or otherwise affects such business but entails no foreseeable, measurable financial benefit to the officer, employee or relative;<br>(*Business* means a corporation, partnership, sole proprietorship, firm, enterprise, franchise, association, organization, self-employed individual, holding company, joint stock company, receivership, trust, activity or entity.)<br><br>Analysis:<br>Is Mayor Troxell employed by a business or have an ownership interest in a business?<br><br>AND will the City Council's decision benefit the business?<br><br>AND will the decision provide a **foreseeable, measurable financial benefit** to Mayor Troxell?<br><br>If you conclude that the decision will benefit a business that employs Mayor Troxell but won't benefit Mayor Troxell, then this exception applies. Check "YES"<br><br>If you conclude that the decision won't benefit a business that employs Mayor Troxell, then this exception does NOT apply. Check "NO" | ☐ Yes:<br>☐ No: |
| (2) the interest that an officer, employee or relative has as a **nonsalaried officer or member** of a nonprofit corporation or association or of an educational, religious, charitable, fraternal or civic organization in the holdings of such corporation, association or organization; | ☐ Yes<br>☐ No |
| (3) an interest as a recipient of public services; | ☐ Yes<br>☐ No |

| | |
|---|---|
| (4) an interest as a recipient of a commercially reasonable loan by a lending institution;<br>[Do one of these exceptions apply? -- Continued] | ☐ Yes<br>☐ No |
| (5) an interest as a shareholder in a mutual or common investment fund; | ☐ Yes<br>☐ No |
| (6) an interest as a policyholder in an insurance company, a depositor in a savings association or bank, or a similar interest-holder; | ☐ Yes<br>☐ No |
| (7) an interest as an owner of government-issued securities; or | ☐ Yes<br>☐ No |
| (8) the interest that an officer or employee has in the compensation received from the city for personal services provided to the city as an officer or employee. | ☐ Yes<br>☐ No |

If you answered NO to all of (1) through (8), **Mayor Troxell may have a financial interest** resulting from the National Association of Realtors independent campaign expenditures in 2017. Go to **Page 6** (Analysis of Personal Interest).

If you answered YES to any one of the above exceptions, **Mayor Troxell does not have a financial interest** resulting from the National Association of Realtors independent campaign expenditures in 2017. Go to **Page 6** (Analysis of Personal Interest)

Question 3. Assuming the facts in the Supplemental Complaint are true, does Mayor Troxell have a personal interest in the Hughes Stadium rezoning decision resulting from the National Association of Realtors independent campaign expenditures in 2017?

*Personal interest* means any interest (other than a financial interest) by reason of which an officer or employee would, in the judgment of a reasonably prudent person, realize or experience some direct and substantial benefit or detriment different in kind from that experienced by the general public.

Part A: Does Mayor Troxell have an interest in the rezoning decision (other than a financial interest) resulting from the National Association of Realtors independent campaign expenditures in 2017 that a **reasonably prudent person** would expect would cause him a benefit or detriment?

*Benefit* means an advantage or gain.

*Detriment* means disadvantage, injury, damage or loss.

☐ NO: Then Mayor Troxell **does not have a personal interest** resulting from the National Association of Realtors independent campaign expenditures in 2017. Go to **Page 10**.

☐ YES: Go to **Page 7** to complete additional analysis.

Part B: In light of the National Association of Realtors 2017 independent campaign expenditures, is the personal benefit or detriment Mayor Troxell would receive from the Hughes Stadium rezoning direct and substantial?

*Direct* means resulting immediately and proximately from the circumstances and not from an intervening cause.

*Substantial* means more than nominal in value, degree, amount or extent.

☐ NO: Then Mayor Troxell **does not have a personal interest** resulting from the National Association of Realtors independent campaign expenditures in 2017. Go to **Page 10**.

☐ YES: Go to **Page 8** for additional analysis.

Part C: In light of the National Association of Realtors 2017 independent campaign expenditures, Is the personal benefit or detriment Mayor Troxell would receive from the rezoning decision different in kind from that experienced by the general public?

*Different in kind from that experienced by the general public* means of a different type or nature not shared by the public generally and that is not merely different in degree from that experienced by the public generally.

☐ NO: Then Mayor Troxell **does not have a personal interest** resulting from the National Association of Realtors independent campaign expenditures in 2017. Go to **Page 10**.

☐ YES: Mayor Troxell may have a personal interest resulting from the National Association of Realtors independent campaign expenditures in 2017. Go to **Page 9** (Allowable Exceptions.)

Part D: Does Mayor Troxell's personal interest resulting from the National Association of Realtors independent campaign expenditures in 2017 fall within one of these exceptions to the definition of "*Personal interest*"?

| | |
|---|---|
| (1) the interest that an officer has as a member of a board, commission, committee, or authority of another governmental entity or of a nonprofit corporation or association or of an educational, religious, charitable, fraternal, or civic organization; | ☐ Yes<br>☐ No |
| (2) the interest that an officer has in the receipt of public services; or | ☐ Yes<br>☐ No |
| (3) the interest that an officer or employee has in the compensation, benefits, or terms and conditions of his or her employment with the city. | ☐ Yes<br>☐ No |

☐ If NO to all three exceptions, Mayor Troxell **may have a personal interest** resulting from the National Association of Realtors independent campaign expenditures in 2017. Go to **Page 10**.

☐ If YES to any of the exceptions, Mayor Troxell **does not have a personal interest**. resulting from the National Association of Realtors independent campaign expenditures in 2017. Go to **Page 10**

Question 4. Do the facts alleged constitute a violation?

- Did you conclude on Page 5 that Mayor Troxell may have a financial interest in the rezoning decision resulting from the National Association of Realtors independent campaign expenditures in 2017?

☐ YES

☐ NO

- Did you conclude on Page 9 that Mayor Troxell may have a personal interest in the rezoning decision resulting from the National Association of Realtors independent campaign expenditures in 2017?

☐ YES

☐ NO

If NO to both, you are done. The facts alleged do not constitute a violation.

If YES to either one, go on to **PHASE 2 on page 11**.

## PHASE 2 – Consider whether the facts asserted in the Supplemental Complaint are reliable, and sufficient to support the alleged violations.

If the Board determines that there may have been a violation, then the Board will need to evaluate the facts asserted in the Supplemental Complaint.

- In Phase 1 you had to assume the facts in the Supplemental Complaint were true. Now you will consider the merit of the facts in the Supplemental Complaint.

- The Board may know information that contradicts the facts that were asserted in the Supplemental Complaint, or there may not be enough information in the Supplemental Complaint for you to form a reasonable suspicion that the violation alleged in the Supplemental Complaint occurred.

1. Do you find that the facts asserted in the Supplemental Complaint are **reliable**?

☐ Yes
☐ No

AND

2. Do you find that the facts asserted in the Supplemental Complaint are **sufficient** enough to support the allegation that there was a violation?

☐ Yes
☐ No

| NOTES: |
| --- |
| |

Go to **Phase 3 on Page 12**

## PHASE 3 – Are there any other facts or circumstances the Board considers relevant?

If there is additional information available or presented to the Board that leads you to conclude that the Supplemental Complaint does not merit further investigation, identify that information and explain how it affects the Board's decision on whether further investigation is warranted.

| Information: | Source: | Effect on Determination: |
|---|---|---|
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Go to **Phase 4 on Page 13**

## PART 2—COLORADO ETHICS LAWS

## PHASE 1—Do the facts alleged in the Supplemental Complaint support a violation of the Colorado ethics laws?

Various state laws are commonly considered ethics laws. These include Sections 24-18-101 to 105, Colorado Revised Statutes; Section 24-18-201 to 206, Colorado Revised Statutes; Sections 18-8-302 to 308, Colorado Revised Statutes; and Sections 18-8-402 to 409, Colorado Revised Statutes.

The Supplemental Complaint does not allege a violation of state ethics laws.
No state law ethics violation is presented, unless the Board determines that the facts alleged in the Supplemental Complaint constitute a violation of any of the following:

### A. Sections 24-10-101 to 106

24-18-101. Legislative declaration

The general assembly recognizes the importance of the participation of the citizens of this state in all levels of government in the state. The general assembly further recognizes that, when citizens of this state obtain public office, conflicts may arise between the public duty of such a citizen and his or her private interest. The general assembly hereby declares that the prescription of some standards of conduct common to those citizens involved with government is beneficial to all residents of the state. The provisions of this part 1 recognize that some actions are conflicts per se between public duty and private interest while other actions may or may not pose such conflicts depending upon the surrounding circumstances.

24-18-102. Definitions

As used in this part 1, unless the context otherwise requires:

(1) "Business" means any corporation, limited liability company, partnership, sole proprietorship, trust or foundation, or other individual or organization carrying on a business, whether or not operated for profit.

(2) "Compensation" means any money, thing of value, or economic benefit conferred on or received by any person in return for services rendered or to be rendered by himself or another.

(3) "Employee" means any temporary or permanent employee of a state agency or any local government, except a member of the general assembly and an employee under contract to the state.

(4) "Financial interest" means a substantial interest held by an individual which is:

- (a) An ownership interest in a business;
- (b) A creditor interest in an insolvent business;
- (c) An employment or a prospective employment for which negotiations have begun;
- (d) An ownership interest in real or personal property;
- (e) A loan or any other debtor interest; or

(f) A directorship or officership in a business.

(5) "Local government" means the government of any county, city and county, city, town, special district, or school district.

(6) "Local government official" means an elected or appointed official of a local government but does not include an employee of a local government.

(7) "Official act" or "official action" means any vote, decision, recommendation, approval, disapproval, or other action, including inaction, which involves the use of discretionary authority.

(8) "Public officer" means any elected officer, the head of a principal department of the executive branch, and any other state officer. "Public officer" does not include a member of the general assembly, a member of the judiciary, any local government official, or any member of a board, commission, council, or committee who receives no compensation other than a per diem allowance or necessary and reasonable expenses.

(9) "State agency" means the state; the general assembly and its committees; every executive department, board, commission, committee, bureau, and office; every state institution of higher education, whether established by the state constitution or by law, and every governing board thereof; and every independent commission and other political subdivision of the state government except the courts. *(Emphasis added.)*

24-18-103. Public trust - breach of fiduciary duty

(1) The holding of public office or employment is a public trust, created by the confidence which the electorate reposes in the integrity of public officers, members of the general assembly, local government officials, and employees. A public officer, member of the general assembly, local government official, or employee shall carry out his duties for the benefit of the people of the state.

(2) A public officer, member of the general assembly, local government official, or employee whose conduct departs from his fiduciary duty is liable to the people of the state as a trustee of property and shall suffer such other liabilities as a private fiduciary would suffer for abuse of his trust. The district attorney of the district where the trust is violated may bring appropriate judicial proceedings on behalf of the people. Any moneys collected in such actions shall be paid to the general fund of the state or local government. Judicial proceedings pursuant to this section shall be in addition to any criminal action which may be brought against such public officer, member of the general assembly, local government official, or employee.

24-18-104. Rules of conduct for all public officers, members of the general assembly, local government officials, and employees

(1) Proof beyond a reasonable doubt of commission of any act enumerated in this section is proof that the actor has breached his fiduciary duty and the public trust. A public officer, a member of the general assembly, a local government official, or an employee shall not:

(a) Disclose or use confidential information acquired in the course of his official duties in order to further substantially his personal financial interests; or

(b) Accept a gift of substantial value or a substantial economic benefit tantamount to a gift of substantial value:

(I) Which would tend improperly to influence a reasonable person in his position to depart from the faithful and impartial discharge of his public duties; or

(II) Which he knows or which a reasonable person in his position should know under the circumstances is primarily for the purpose of rewarding him for official action he has taken.

(2) An economic benefit tantamount to a gift of substantial value includes without limitation:

(a) A loan at a rate of interest substantially lower than the commercial rate then currently prevalent for similar loans and compensation received for private services rendered at a rate substantially exceeding the fair market value of such services; or

(b) The acceptance by a public officer, a member of the general assembly, a local government official, or an employee of goods or services for his or her own personal benefit offered by a person who is at the same time providing goods or services to the state or a local government under a contract or other means by which the person receives payment or other compensation from the state or local government, as applicable, for which the officer, member, official, or employee serves, unless the totality of the circumstances attendant to the acceptance of the goods or services indicates that the transaction is legitimate, the terms are fair to both parties, the transaction is supported by full and adequate consideration, and the officer, member, official, or employee does not receive any substantial benefit resulting from his or her official or governmental status that is unavailable to members of the public generally.

(3) The following are not gifts of substantial value or gifts of substantial economic benefit tantamount to gifts of substantial value for purposes of this section:

(a) Campaign contributions and contributions in kind reported as required by section 1-45-108, C.R.S.;

(b) An unsolicited item of trivial value;

(b.5) A gift with a fair market value of fifty-three dollars or less that is given to the public officer, member of the general assembly, local government official, or employee by a person other than a professional lobbyist.

(c) An unsolicited token or award of appreciation as described in section 3 (3)(c) of article XXIX of the state constitution;

(c.5) Unsolicited informational material, publications, or subscriptions related to the performance of official duties on the part of the public officer, member of the general assembly, local government official, or employee;

(d) Payment of or reimbursement for reasonable expenses paid by a nonprofit organization or state and local government in connection with attendance at a convention, fact-finding mission or trip, or other meeting as permitted in accordance with the provisions of section 3 (3)(f) of article XXIX of the state constitution;

(e) Payment of or reimbursement for admission to, and the cost of food or beverages consumed at, a reception, meal, or meeting that may be accepted or received in accordance with the provisions of section 3 (3)(e) of article XXIX of the state constitution;

(f) A gift given by an individual who is a relative or personal friend of the public officer, member of the general assembly, local government official, or employee on a special occasion.

(g) Payment for speeches, appearances, or publications that may be accepted or received by the public officer, member of the general assembly, local government official, or employee in accordance with the provisions of section 3 of article XXIX of the state constitution that are reported pursuant to section 24-6-203 (3)(d);

(h) Payment of salary from employment, including other government employment, in addition to that earned from being a member of the general assembly or by reason of service in other public office;

(i) A component of the compensation paid or other incentive given to the public officer, member of the general assembly, local government official, or employee in the normal course of employment; and

(j) Any other gift or thing of value a public officer, member of the general assembly, local government official, or employee is permitted to solicit, accept, or receive in accordance with the provisions of section 3 of article XXIX of the state constitution, the acceptance of which is not otherwise prohibited by law.

(4) The provisions of this section are distinct from and in addition to the reporting requirements of section 1-45-108, C.R.S., and section 24-6-203, and do not relieve an incumbent in or elected candidate to public office from reporting an item described in subsection (3) of this section, if such reporting provisions apply.

(5) The amount of the gift limit specified in paragraph (b.5) of subsection (3) of this section, set at fifty-three dollars as of August 8, 2012, shall be identical to the amount of the gift limit under section 3 of article XXIX of the state constitution, and shall be adjusted for inflation contemporaneously with any adjustment of the constitutional gift limit pursuant to section 3 (6) of article XXIX.

24-18-105. Ethical principles for public officers, local government officials, and employees

(1) The principles in this section are intended as guides to conduct and do not constitute violations as such of the public trust of office or employment in state or local government.

(2) A public officer, a local government official, or an employee should not acquire or hold an interest in any business or undertaking which he has reason to believe may be directly and substantially affected to its economic benefit by official action to be taken by an agency over which he has substantive authority.

(3) A public officer, a local government official, or an employee should not, within six months following the termination of his office or employment, obtain employment in which he will take direct advantage, unavailable to others, of matters with which he was directly involved during his term of employment. These matters include rules, other than rules of general application, which he actively helped to formulate and applications, claims, or contested cases in the consideration of which he was an active participant.

(4) A public officer, a local government official, or an employee should not perform an official act directly and substantially affecting a business or other undertaking to its economic detriment when he has a substantial financial interest in a competing firm or undertaking.

(5) Public officers, local government officials, and employees are discouraged from assisting or enabling members of their immediate family in obtaining employment, a gift of substantial value, or an economic benefit tantamount to a gift of substantial value from a person whom the officer, official, or employee is in a position to reward with official action or has rewarded with official action in the past. *(Emphasis added.)*

## B. Sections 24-18-201 to 206

24-18-201. Interests in contracts

[Not applicable, as the Supplement Complaint does not allege an interest in a contract.]

24-18-202. Interest in sales or purchases

[Not applicable, as the Supplemental Complaint does not allege an interest in a sale or purchase.]

24-18-203. Voidable contracts

[Not applicable, as the Supplemental Complaint does not allege an interest in a contract that should be voided.]

24-18-204. Dealings in warrants and other claims prohibited

[Not applicable, as the Supplemental Complaint does not allege the purchase, sale or receipt of an evidence of indebtedness against the City.]

24-18-205. Settlements to be withheld on affidavit

[Not applicable, as there is no affidavit establishing probable cause that an officer of the City has violated the provisions of part 2 of Article 18, Title 24 C.R.S.]

24-18-206. Penalty

[Not applicable. Defines the penalty for a misdemeanor conviction for a violation of one of the above provisions.]

## C. Sections 18-8-302 to 308

18-8-302. Bribery

(1) A person commits the crime of bribery, if:
(a) He offers, confers, or agrees to confer any pecuniary benefit upon a public servant with the intent to influence the public servant's vote, opinion, judgment, exercise of discretion, or other action in his official capacity; or
(b) While a public servant, he solicits, accepts, or agrees to accept any pecuniary benefit upon an agreement or understanding that his vote, opinion, judgment, exercise of discretion, or other action as a public servant will thereby be influenced.
(2) It is no defense to a prosecution under this section that the person sought to be influenced was not qualified to act in the desired way, whether because he had not yet assumed office, lacked jurisdiction, or for any other reason.
(3) Bribery is a class 3 felony.

18-8-303. Compensation for past official behavior

(1) A person commits a class 6 felony, if he:
(a) Solicits, accepts, or agrees to accept any pecuniary benefit as compensation for having, as a public servant, given a decision, opinion, recommendation, or vote favorable to another or for having otherwise exercised a discretion in his favor, whether or not he has in so doing violated his duty; or
(b) Offers, confers, or agrees to confer compensation, acceptance of which is prohibited by this section.

18-8-304. Soliciting unlawful compensation

A public servant commits a class 2 misdemeanor if he requests a pecuniary benefit for the performance of an official action knowing that he was required to perform that action without compensation or at a level of compensation lower than that requested.

18-8-305. Trading in public office

[Not applicable, as the Supplemental Complaint does not allege that Mayor Troxell gave someone a benefit in exchange for being nominated or appointed to a public office, nor that he received a benefit in exchange for nominating or appointing someone to a public office.]

18-8-306. Attempt to influence a public servant

[Not applicable, as the Supplemental Complaint does not allege that Mayor Troxell attempted to influence another public servant.]

18-8-307. Designation of supplier prohibited

[Not applicable, as the Supplemental Complaint does not allege that Mayor Troxell tried to require or direct a bidder or contractor to deal with a particular person in procuring any goods or service.]

18-8-308. Failing to disclose a conflict of interest

(1) A public servant commits failing to disclose a conflict of interest if he exercises any substantial discretionary function in connection with a government contract, purchase, payment, or other pecuniary transaction without having given seventy-two hours' actual advance written notice to the secretary of state and to the governing body of the government which employs the public servant of the existence of a known potential conflicting interest of the public servant in the transaction with reference to which he is about to act in his official capacity.
(2) A "potential conflicting interest" exists when the public servant is a director, president, general manager, or similar executive officer or owns or controls directly or indirectly a substantial interest in any nongovernmental entity participating in the transaction.
(3) Failing to disclose a conflict of interest is a class 2 misdemeanor.

## D. Sections 18-8-402 to 409

18-8-402. Misuse of official information

[Not applicable, as the Supplemental Complaint does not allege the misuse of official information to acquire an interest in property or speculate or wager based on the information.]

18-8-403. Official Oppression

[Not applicable, as the Supplemental Complaint does not allege anyone was illegally subjected to arrest, detention, search, seizure, mistreatment, dispossession, assessment or lien.]

18-8-404. First degree official misconduct

(1) A public servant commits first degree official misconduct if, with intent to obtain a benefit for the public servant or another or maliciously to cause harm to another, he or she knowingly:
   (a) Commits an act relating to his office but constituting an unauthorized exercise of his official function; or
   (b) Refrains from performing a duty imposed upon him by law; or
   (c) Violates any statute or lawfully adopted rule or regulation relating to his office.
(2) First degree official misconduct is a class 2 misdemeanor.

18-8-405. Second degree official misconduct

(1) A public servant commits second degree official misconduct if he knowingly, arbitrarily, and capriciously:
   (a) Refrains from performing a duty imposed upon him by law; or
   (b) Violates any statute or lawfully adopted rule or regulation relating to his office.
(2) Second degree official misconduct is a class 1 petty offense.

18-8-406. Issuing a false certificate

[Not applicable, as the Supplemental Complaint does not allege the issuance of an official certificate or other written instrument containing a known false statement.]

18-8-407. Embezzlement of public property.

[Not applicable, as the Supplemental Complaint does not allege embezzlement of public property.]

18-8-408. Designation of insurer prohibited.

[Not applicable, as the Supplemental Complaint does not allege facts related to a bidder on a public construction project.]

18-8-409. Violation of rules and regulations of judicial nominating commissions not subject to criminal prosecution

[Not applicable, as the Supplemental Complaint does not allege any facts related to judicial nominating commissions.]

## PHASE 2 – Consider whether the facts asserted in the Complaint are reliable, and sufficient to support the alleged violations.

If the Board determines that there may have been a violation, then the Board will need to evaluate the facts asserted in the Complaint.

- In Phase 1 you had to assume the facts in the Complaint were true. Now you will consider the merit of the facts in the Complaint.

- The Board may know information that contradicts the facts that were asserted in the Complaint, or there may not be enough information in the Complaint for you to form a reasonable suspicion that the violation alleged in the Complaint occurred.

1. Do you find that the facts asserted in the Complaint are **reliable**?

☐ Yes
☐ No

AND

2. Do you find that the facts asserted in the Complaint are **sufficient** enough to support the allegation that there was a violation?

☐ Yes
☐ No

| NOTES: |
| --- |
| |

Go to **Phase 3 on Page 22**

## PHASE 3 – Are there any other facts or circumstances the Board considers relevant?

If there is additional information available or presented to the Board that leads you to conclude that the Complaint does not merit further investigation, identify that information and explain how it affects the Board's decision on whether further investigation is warranted.

| Information: | Source: | Effect on Determination: |
|---|---|---|
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| | | |

After completing review of all the factors, if the Board has not already made a determination, the Board should make a motion and vote on whether it has determined that further investigation is warranted and explain the reasoning for its decision.

Go to **Page 23** – Conclusion.

## CONCLUSION:

After completing review of all the factors, if the Board has not already made a determination, the Board should make a motion and vote on whether it has determined that further investigation is warranted and explain the reasoning for its decision.

IS FURTHER INVESTIGATION WARRANTED?

☐ Yes → Staff will suggest a schedule for next steps
☐ No → No further action is needed on the Supplemental Complaint.

| Reasons for decision: |
| --- |
| |

Ethics Review Board Flowchart for Supplemental Complaint Review – Mayor Wade Troxell

PHASE 1 – Consider whether the allegations in the Complaint, if they are true, would constitute a violation of state or local ethical rules. [Workbook p.1]

Question 1: Assuming the facts in the complaint are true, is Mayor Troxell an officer or employee of the City? [Workbook p.2]

NO: DONE

YES: Go to Question 2

Question 2. Assuming the facts in the complaint are true, does Mayor Troxell have a financial interest in the Hughes Stadium rezoning decision resulting from the NAR 2017 campaign expenditures?

Part A: Does Mayor Troxell have an interest in the rezoning equated with money or its equivalent?

NO: Go to Question 3

YES: Go to Part B

Part B: Do one of the 8 exceptions in the Code apply to Mayor Troxell's financial interest? [Workbook p.4-5]

NO, none: Mayor Troxell MAY have a financial interest. Go to Question 3

YES: Mayor Troxell DOES NOT have a financial interest. Go to Question 3

Question 3. Assuming the facts in the complaint are true, does Mayor Troxell have a personal interest in the rezoning decision resulting from the NAR 2017 campaign expenditures?

Part A: Does Mayor Troxell have an interest in the rezoning decision (other than a financial interest) that a reasonably prudent person would expect would cause him a benefit or

YES: Go to Part B

NO: Mayor Troxell DOES NOT have a personal interest. Go to Question 4

Part B: Is the personal benefit or detriment Mayor Troxell would receive direct and substantial? [Workbook p.7]

YES: Go to Part C

Part C: Is the personal benefit or detriment Mayor Troxell would receive different in kind from that experienced by the general public? [Workbook p.8]

YES: Go to Part D

Part D: Does Mayor Troxell's personal interest fall within one of the exceptions to the definition of "*Personal interest*"? [Workbook p.9]

NO, none: Mayor Troxell MAY have a personal interest. Go to Question 4

YES: Mayor Troxell DOES NOT have a personal interest Go to Question 4.

Question 4. Do the facts alleged constitute a violation? [Workbook p. 10]

If you ended up in **GREEN** boxes on BOTH Questions 2 and 3, the answer is NO and you are done.

If you ended up in an ORANGE box on EITHER Question, go on to PHASE 2 on back

EXHIBIT

tabbies

10

Ethics Review Board Flowchart for Supplemental Complaint Review – Mayor Wade Troxell

PHASE 2 -- Are the facts asserted in the Complaint reliable, AND sufficient to support the alleged violations?

[Workbook p.11]

☐ Yes
☐ No

Go on to PHASE 3

PHASE 3 – Are there any other facts or circumstances you consider relevant?

[Workbook p. 12]

☐ Yes
☐ No

Go on to PHASE 4

Phase 4 – Do the facts alleged in the Complaint support a violation of the Colorado ethics laws?

[Workbook p. 13 to 20]

☐ Yes
☐ No

Go on to DETERMINATION

DETERMINATION: If you have not already reached a decision, make a motion and vote on the following:

IS FURTHER INVESTIGATION WARRANTED?

YES:
Staff will suggest a schedule for next steps

NO:
No further action is needed on the complaint

DONE

## Mary Donaldson

**From:** Carrie Daggett
**Sent:** Thursday, December 12, 2019 2:16 PM
**To:** Mary Donaldson
**Subject:** FW: Payment Confirmation No. 18418270 (Ms. Carrie M. Daggett, Esq.)

**From:** trina@imla.org <trina@imla.org>
**Sent:** Thursday, December 12, 2019 11:15 AM
**To:** Carrie Daggett <CDAGGETT@fcgov.com>
**Cc:** Patty Clarkin <PCLARKIN@fcgov.com>
**Subject:** Payment Confirmation No. 18418270 (Ms. Carrie M. Daggett, Esq.)

Dear Ms. Carrie M. Daggett, Esq.,

THANK YOU. This is your confirmation invoice or receipt for your purchase. For your records, here is a summary of your purchase from The International Municipal Lawyers Association (**Federal ID# 53-0214-280**). Please contact Trina or Jennifer directly if you have a question regarding membership or events. TRINA SHROPSHIRE-PASCHAL: EVENTS trina@imla.org ; and JENNIFER RUHE: MEMBERSHIP jruhe@imla.org. **Forward Check Payments to**: International Municipal Lawyers Association, P.O. Box 200016, Pittsburgh, PA 15251-0016

Date/Time: 12/12/2019 1:11 PM

**Paid By:**
**Ms. Carrie M. Daggett, Esq.**
**(Organization: Fort Collins, Colorado)**
**(970) 416-2463**
**cdaggett@fcgov.com**

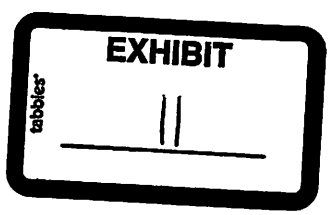
Your confirmation number is: 18418270 Please keep this number for any references.

| Total | Order/Invoice: | Items | Total |
|---|---|---|---|
| $60.00 | Order 23269360 | 2 | $60.00 |
| | | **Total** | **$60.00** |
| | | Payment | $60.00 |
| | | Order Balance | $0.00 |

**Payment Information**

| | |
|---|---|
| Payment Amount: | **$60.00** |
| Payment Method: | **Credit Card** |
| Card Type: | Visa |
| Card Number: | **********7963 |
| Card Expiration Date: | 11/2023 |





**Cardholder Name:** **Patricia Clarkin**

## Mary Donaldson

**From:** Carrie Daggett
**Sent:** Thursday, December 12, 2019 2:17 PM
**To:** Mary Donaldson
**Subject:** FW: Payment Confirmation No. 18418280 (Ms. Carrie M. Daggett, Esq.)

**From:** trina@imla.org <trina@imla.org>
**Sent:** Thursday, December 12, 2019 11:25 AM
**To:** Carrie Daggett <CDAGGETT@fcgov.com>
**Cc:** Patty Clarkin <PCLARKIN@fcgov.com>
**Subject:** Payment Confirmation No. 18418280 (Ms. Carrie M. Daggett, Esq.)

Dear Ms. Carrie M. Daggett, Esq.,

THANK YOU. This is your confirmation invoice or receipt for your purchase. For your records, here is a summary of your purchase from The International Municipal Lawyers Association (**Federal ID# 53-0214-280**). Please contact Trina or Jennifer directly if you have a question regarding membership or events. TRINA SHROPSHIRE-PASCHAL: EVENTS trina@imla.org ; and JENNIFER RUHE: MEMBERSHIP jruhe@imla.org. **Forward Check Payments to**: International Municipal Lawyers Association, P.O. Box 200016, Pittsburgh, PA 15251-0016

Date/Time: 12/12/2019 1:20 PM

**Paid By:**
**Ms. Carrie M. Daggett, Esq.**
**(Organization: Fort Collins, Colorado)**
**(970) 416-2463**
**cdaggett@fcgov.com**

Your confirmation number is: 18418280 Please keep this number for any references.

| Total | Order/Invoice: | Items | Total |
|---|---|---|---|
| $20.00 | Order 23218020 | 1 | $20.00 |
| | | **Total** | **$20.00** |
| | | Payment | $20.00 |
| | | Order Balance | $0.00 |

**Payment Information**

| | |
|---|---|
| Payment Amount: | **$20.00** |
| Payment Method: | **Credit Card** |
| Card Type: | Visa |
| Card Number: | **********7963 |
| Card Expiration Date: | 11/2023 |

**Cardholder Name:** **Patricia Clarkin**

RECEIVED
City Clerk's Office
3-15-17 SB

# NOTICE OF INDEPENDENT EXPENDITURES IN EXCESS OF $100

Must be filed with the City Clerk no later than three (3) business days after obligating funds for expenditure. (City Code §7-139)

Name of Person Making Independent Expenditure(s): NATIONAL ASSOCIATION OF REALTORS FUND

Address: 430 N. MICHIGAN AVE Phone: 312-329-8200

Email Address: kpaschal@realtors.org Web Site Address:

Name of Candidate that the Independent Expenditures are intended to ☑ support or ☐ oppose: NATE BUDD, WADE TROXELL, DUANE HANSEN

| Detailed Description of the Expenditure(s) (must be sufficient to allow determination of compliance with Code) | Vendor Name and Address | Amount of Expenditure | Date Funds Obligated |
|---|---|---|---|
| DIRECT MAIL, ONLINE ADS AND PHONE CALLS IN SUPPORT OF NATE BUDD, FORT COLLINS CITY COUNCIL DIST 1 | ACCESS MARKETING SERVICES<br>PO BOX 913026<br>DENVER, CO 80291 | $16,712.32 | 3/10/2017 |
| CONSULTING AND POLLING EXPENSES IN SUPPORT OF NATE BUDD, FORT COLLINS CITY COUNCIL DIST 1 | NATIONAL ASSOCIATION OF REALTORS<br>430 N. MICHIGAN AVE<br>CHICAGO, IL 60611 | 777.96 | 3/10/2017 |
| DIRECT MAIL AND PHONE CALLS IN SUPPORT OF WADE TROXELL, FORT COLLINS MAYOR | ACCESS MARKETING SERVICES<br>PO BOX 913026<br>DENVER, CO 80291 | 36,825.09 | 3/10/2017 |
| CONSULTING AND POLLING EXPENSES IN SUPPORT OF WADE TROXELL, FORT COLLINS MAYOR | NATIONAL ASSOCIATION OF REALTORS<br>430 N. MICHIGAN AVE<br>CHICAGO, IL 60611 | 2,869.98 | 3/10/2017 |
| DIRECT MAIL AND PHONE CALLS IN SUPPORT OF DUANE HANSEN, FORT COLLINS CITY COUNCIL DIST 5 | ACCESS MARKETING SERVICES<br>PO BOX 913026<br>DENVER, CO 80291 | 6,919.46 | 3/10/2017 |
| CONSULTING AND POLLING EXPENSES IN SUPPORT OF DUANE HANSEN, FORT COLLINS CITY COUNCIL DIST 5 | NATIONAL ASSOCIATION OF REALTORS<br>430 N. MICHIGAN AVE<br>CHICAGO, IL 60611 | 651.56 | 3/10/2017 |

Copies of receipts, invoices, and other documentation relating to each expenditure must be attached.

Signature JOHN PIERPOINT Printed Name 3/15/2017 Date

Rev Feb 2017

Fort Collins

# NOTICE OF INDEPENDENT EXPENDITURES IN EXCESS OF $100

Must be filed with the City Clerk no later than three (3) business days after obligating funds for expenditure. (City Code §7-139)

Name of Person Making Independent Expenditure(s): NATIONAL ASSOCIATION OF REALTORS FUND

Address: 430 N. MICHIGAN AVE Phone: 312-329-8200

Email Address: kpaschal@realtors.org Web Site Address:

Name of Candidate that the Independent Expenditures are intended to ☑ support or ☐ oppose: KEN SUMMERS

| Detailed Description of the Expenditure(s) (must be sufficient to allow determination of compliance with Code) | Vendor Name and Address | Amount of Expenditure | Date Funds Obligated |
|---|---|---|---|
| DIRECT MAIL, ONLINE ADS AND PHONE CALLS IN SUPPORT OF KEN SUMMERS, FORT COLLINS CITY COUNCIL DIST 3 | ACCESS MARKETING SERVICES<br>PO BOX 913026<br>DENVER, CO 80291 | $14,101.67 | 3/10/2017 |
| CONSULTING AND POLLING EXPENSES IN SUPPORT OF KEN SUMMERS, FORT COLLINS CITY COUNCIL DIST 3 | NATIONAL ASSOCIATION OF REALTORS<br>430 N. MICHIGAN AVE<br>CHICAGO, IL 60611 | 710.13 | 3/10/2017 |
| | | | |
| | | | |
| | | | |
| | | | |

**Copies of receipts, invoices, and other documentation relating to each expenditure must be attached.**

Signature JOHN PIERPOINT Printed Name 3/15/2017 Date

Rev Feb 2017

Fort Collins

DocuSign Envelope ID: 8E23B056-BA8A-4643-A6CC-66FC12806D99

ACCESS

# INVOICE

INVOICE #: IN004359
DATE: 03/14/2017
DUE DATE: 04/13/2017

Access Marketing

P.O. Box 913026
Denver CO 80291-3026
(202) 470-5100 ext.3 | billing@accessmarketingservices.com

TOTAL AMOUNT: $16,712.32
TOTAL DUE: $16,712.32

BILL TO: National Association of REALTORS® Fund

| DESCRIPTION / MEMO | AMOUNT |
|---|---|
| CO - Fort Collins City Council District 1 (Budd)<br>Mailer #1<br>Drop Date: Thursday, March 23<br>Pieces: 4,725 | $2,835.00 |
| Mailer #1: POSTAGE<br>Drop Date: Thursday, March 23<br>Rate: First Class Postage | $2,315.25 |
| Mailer #2<br>Drop Date: Tuesday, March 28<br>Pieces: 4,725 | $2,835.00 |
| Mailer #2: POSTAGE<br>Drop Date: Tuesday, March 28<br>Rate: First Class Postage | $2,315.25 |
| Online<br>Launch Date: Tuesday, March 21 | $3,400.00 |
| Live GOTV Call - Landlines<br>Estimated Calls: 1,238<br>Deployment Date: Monday, April 3 | $1,508.81 |
| Live GOTV Call - Wireless<br>Estimated Calls: 1,261<br>Deployment Date: Monday, April 3 | $1,503.01 |
| 5,623 Records at $85 per thousand | $477.96 |
| Fair market value credit - Data | $-477.96 |
| TOTAL AMOUNT: | $16,712.32 |

TOTAL DUE: $16,712.32

AMOUNT ENCLOSED:

Customer ID - Name: C00769 - National Association of REALTORS® Fund
Invoice #: IN004359

Invoice Date: 03/14/2017 Terms: Due Date: 04/13/2017 Customer ID: C00769

DocuSign Envelope ID: 5A1F06F7-48F3-4A87-BBFD-925A34BCAA8A

ACCESS

# INVOICE

INVOICE #: IN004360
DATE: 03/14/2017
DUE DATE: 04/13/2017

Access Marketing

P.O. Box 913026
Denver CO 80291-3026
(202) 470-5100 ext.3 | billing@accessmarketingservices.com

TOTAL AMOUNT: $36,825.09
TOTAL DUE: $36,825.09

BILL TO: National Association of REALTORS® Fund

| DESCRIPTION / MEMO | AMOUNT |
|---|---|
| CO - Fort Collins Mayoral (Troxell)<br>Mailer #1<br>Drop Date: Tuesday, March 28<br>Pieces: 30,325 | $11,791.65 |
| Mailer #1: POSTAGE<br>Drop Date: Tuesday, March 28<br>Rate: First Class Postage | $14,815.15 |
| Live GOTV Call - Landlines<br>Estimated Calls: 7,679<br>Deployment Date: Monday, April 3 | $4,159.46 |
| Live GOTV Call - Wireless<br>Estimated Calls: 7,519<br>Deployment Date: Monday, April 3 | $6,058.83 |
| 30,325 Records at $85 per thousand | $2,569.98 |
| Fair market value credit - Data | $-2,569.98 |
| TOTAL AMOUNT: | $36,825.09 |

TOTAL DUE: $36,825.09

AMOUNT ENCLOSED:

Customer ID - Name: C00769 - National Association of REALTORS® Fund
Invoice #: IN004360

BILL TO: National Association of REALTORS® Fund

REMIT TO: Access Marketing Services
P.O. Box 913026
Denver CO 80291-3026

WIRING INSTRUCTIONS
Bank: Wells Fargo

Invoice Date: 03/14/2017 Terms: Due Date: 04/13/2017 Customer ID: C00769

DocuSign Envelope ID: A2630C5C-1C1B-46AA-AD06-3D97B993D654

ACCESS

# INVOICE

INVOICE #: IN004357
DATE: 03/14/2017
DUE DATE: 04/13/2017

Access Marketing

P.O. Box 913026
Denver CO 80291-3026
(202) 470-5100 ext.3 | billing@accessmarketingservices.com

TOTAL AMOUNT: $6,919.46
TOTAL DUE: $6,919.46

BILL TO: National Association of REALTORS® Fund

| DESCRIPTION / MEMO | AMOUNT |
|---|---|
| CO - Fort Collins City Council District 5 (Hansen)<br>Mailer #1<br>Drop Date: Tuesday, March 28<br>Pieces: 4,136 | $2,481.60 |
| Mailer #1: POSTAGE<br>Drop Date: Tuesday, March 28<br>Rate: First-Class Postage | $2,026.64 |
| Live GOTV Call - Landlines<br>Estimated Calls: 925<br>Deployment Date: Monday, April 3 | $1,127.34 |
| Live GOTV Call - Wireless<br>Estimated Calls: 960<br>Deployment Date: Monday, April 3 | $1,283.88 |
| 4,136 Records at $85 per thousand | $351.56 |
| Fair market value credit - Data | $-351.56 |
| TOTAL AMOUNT: | $6,919.46 |

TOTAL DUE: $6,919.46

AMOUNT ENCLOSED:

Customer ID - Name: C00769 - National Association of REALTORS® Fund
Invoice #: IN004357

BILL TO: National Association of REALTORS® Fund

REMIT TO: Access Marketing Services
P.O. Box 913026
Denver CO 80291-3026

| WIRING INSTRUCTIONS | |
|---|---|
| Bank: | Wells Fargo |

Invoice Date: 03/14/2017 Terms: Due Date: 04/13/2017 Customer ID: C00769

DocuSign Envelope ID: 2E199D93-37E9-4079-A113-440AA2CFA2DF

ACCESS

# INVOICE

INVOICE #: IN004358
DATE: 03/14/2017
DUE DATE: 04/13/2017

Access Marketing

P.O. Box 913026
Denver CO 80291-3026
(202) 470-5100 ext.3 | billing@accessmarketingservices.com

TOTAL AMOUNT: $14,101.67
TOTAL DUE: $14,101.67

BILL TO: National Association of REALTORS® Fund

| DESCRIPTION / MEMO | AMOUNT |
|---|---|
| CO - Fort Collins City Council District 3 (Summers)<br>Mailer #1<br>Drop Date: Thursday, March 23<br>Pieces: 3,652 | $2,191.20 |
| Mailer #1: POSTAGE<br>Drop Date: Thursday, March 23<br>Rate: First Class Postage | $1,789.48 |
| Mailer #2<br>Drop Date: Tuesday, March 28<br>Pieces: 3,652 | $2,191.20 |
| Mailer #2: POSTAGE<br>Drop Date: Tuesday, March 28<br>Rate: First Class Postage | $1,789.48 |
| Online<br>Launch Date: Tuesday, March 21 | $3,000.00 |
| Live GOTV Call - Landlines<br>Estimated Calls: 1,350<br>Deployment Date: Monday, April 3 | $1,645.31 |
| Live GOTV Call - Wireless<br>Estimated Calls: 1,250<br>Deployment Date: Monday, April 3 | $1,495.00 |
| 4,825 Records at $85 per thousand | $410.13 |
| Fair market value credit - Data | $-410.13 |
| TOTAL AMOUNT: | $14,101.67 |

TOTAL DUE: $14,101.67

AMOUNT ENCLOSED:

Customer ID - Name: C00769 - National Association of REALTORS® Fund
Invoice #: IN004358

Invoice Date: 03/14/2017 Terms: Due Date: 04/13/2017 Customer ID: C00769

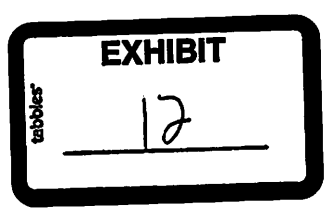
| District Court, Larimer County, State of Colorado<br>201 LaPorte Avenue, Suite 100<br>Fort Collins, CO 80521-2761<br>(970) 494-3500 | DATE FILED: August 12, 2019<br>CASE NUMBER: 2018CV30371 |
|---|---|
| Thompson Area Against Stroh Quarry, Inc., a Colorado nonprofit corporation, Dani Korkegi, an individual, Gregory Martino, an individual, Monique Griffin, an individual, Cristi Baldino, an individual, Victoria Good, an individual, and Arlene Libby, an individual,<br><br>**Plaintiffs,**<br><br>v.<br><br>The Board of County Commissioners of Larimer County, Colorado (including Commissioner Lew Gaiter and Commissioner Tom Donnelly, in their official capacities), the governing body of a political subdivision of the state of Colorado and Coulson Excavating Company, Inc., a Colorado corporation,<br><br>**Defendants.** | ▲ **COURT USE ONLY** ▲<br><br>Case Number: **2018CV30371**<br><br>Courtroom: **3B** |

**ORDER GRANTING PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT AND GRANTING IN-PART AND DENYING IN-PART DEFENDANT BOARD'S MOTION FOR SUMMARY JUDGEMENT AND DENYING DEFENDANT COULSON'S MOTION FOR SUMMARY JUDGMENT**

> Just as no man is allowed to be a judge in his own cause, similar fears of bias can arise when—without the consent of the other parties—a man chooses the judge in his own cause.

*Caperton v. A.T. Massey Coal Co.*, 556 U.S. 868, 886 (2009).

Plaintiffs Thompson Area Against Stroh Quarry, Inc., Dani Korkegi, Gregory Martino, Monique Griffin, Cristi Baldino, Victoria Good, and Arlene Libby (collectively, "Thompson"), and Defendants Coulson Excavating Company, Inc. ("Coulson"), and Board of County Commissioners of Larimer County, Colorado ("Board") each filed cross-motions for summary judgment regarding Thompson's claims under Colo. R. Civ. P. 57.



In its motion for summary judgment, Thompson argues that it is entitled to judgment as a matter of law on its as-applied due process challenge to the Larimer County Land Use Code's ("Code") recusal rule under Colo. R. Civ. P. 57.[1] The Board and Coulson filed cross-motions for summary judgment arguing that they are entitled to summary judgment on the same as-applied claim raised by Thompson, and the Board further contends that it is entitled to summary judgment on Thompson's claims that the USR criteria are unconstitutionally vague, and that the Code's conflict of interest regulation is unconstitutionally vague.

This action involves a dispute about the Board's decision to approve Coulson's use by special review application to operate a gravel-pit mine in Johnstown, Colorado, on a parcel that is zoned for agricultural use and which is surrounded by residential neighborhoods comprised of approximately 1,000 single-family homes. While the application was pending, Commissioner Donnelly accepted $10,000 in campaign contributions from Ken and Dick Coulson, owners of Coulson, representing a significant and disproportionate amount of the contributions Commissioner Donnelly received during the 2016 election cycle. Commissioner Donnelly went on to win that election, and in March 2018, he participated in the Board's decision, casting the deciding vote on Coulson's application.

The Court concludes that, under those circumstances, Commissioner Donnelly's participation and vote on Coulson's application violated Thompson's due-process rights under the Colorado Constitution, and deprived Thompson's right to a fair and impartial decision-maker. The

[1] Following briefing on the merits and oral argument by both parties, the Court construed the substance of Thompson's claim to involve both a facial due-process challenge to the recusal rule *and* an as-applied due-process challenge under Colo. R. Civ. P. 57 to the same rule. The Court addressed this construction in its Order Vacating In-Part June 19, 2018, Order issued December 14, 2018 and its Order Denying Motion to Reconsider, issued February 28, 2019. Given the disposition of Thompson's Rule 57 due-process claim, the Court doesn't reach the merits of the Rule 106 claims.

Court also concludes that neither Larimer County's USR process nor the Code's conflict of interest rules are facially unconstitutional.

Accordingly, the Board's motion for summary judgment is granted as to Thompson's facial challenges to the Code, and the motion is denied as to Thompson's as-applied due process claim. Coulson's motion for summary judgment is also denied. Thompson's motion for summary judgment is granted as to the Rule 57 as-applied challenge to Commissioner Donnelly's conflict of interest. The Board's decision is hereby vacated, and the matter is remanded to the Board with instructions to hold another hearing on Coulson's application with Commissioner Donnelly recused, consistent with the Code.

## I. Factual Background

The following facts, unless otherwise indicated, are not in dispute.

### A. The Property.

In 1993, Coulson purchased property located at 260 SE Frontage Road in unincorporated Larimer County (the "Property"). Compl., ¶ 14, ¶ 28; Coulson Ans., ¶ 14, ¶ 28; Board Ans., ¶ 1. The Property is zoned for agricultural uses within the "FA-Farming" zone. Compl., ¶ 43; Coulson Ans., ¶ 43; Board Ans., ¶ 1. Section 4.1.2 of the Code provides that lands designated as "FA-Farming" are to be principally used for "agricultural" uses. Vol. V at 104–05. Under the Code, mining is expressly described as an "industrial" use. Code § 4.1.1. To engage in mining with the FA-Farming zone, a landowner must receive approval from Larimer County for a use-by-special-review ("USR"). Code § 4.5.1.

### B. The USR Process.

To obtain a USR permit, the applicant must submit an application to the Larimer County Planning Department ("Planning Department"). Vol. I, at 281. After receiving a USR application, the Planning Department sends it to referral agencies and other county departments for review and

comment. *Id.* If a referral agency or department identifies any issues with a USR application, the applicant must resolve those issues with the agency before the application can proceed. *Id.*

Once a USR applicant resolves all referral agency and Planning Department comments and issues, the Planning Commission provides notice to the general public of the USR application and holds a hearing in which the public will have the opportunity to submit written comments in advance and be heard at the hearing. *Id.* at 119–22. After the public hearing, the Planning Commission recommends approval or denial of the application to the Board, and forwards the matter to the Board for its consideration. *Id.* at 281, 864. In turn, the Board holds a hearing on the USR application, providing public notice of the hearing and allowing the public to submit written comments or to testify at the hearing. *Id.* at 114–17.

**C. Coulson's USR Applications.**

In 2002, Coulson first applied for a USR permit to operate an industrial sand and gravel pit mine at the Property ("Proposed Mine"). Compl., ¶ 30; Coulson Ans., ¶ 30; Board Ans., ¶ 30. The parties disagree what happened between 2002 and 2008, but it's undisputed that the application was not approved during that time. In 2008, Larimer County required Coulson to submit a new USR application, which Coulson did in 2009. Compl., ¶ 31; ¶ 32; Board Ans. ¶ 1.

Coulson apparently began resolving referral agency concerns immediately upon submitting its new application. In October 2009, for example, Coulson completed an air displacement modeling study. Vol. I 1302–1673. By August 31, 2010, Coulson also completed a noise study indicating that the proposed mine could be operated in compliance with applicable ordinances and statutes, so long as certain mitigation methods were used. Vol. I at 961, 1675–1701.

After that noise study, however, Coulson's application virtually lay dormant from 2010 to 2015. Coulson apparently didn't think it economically feasible to move forward with the application during that period. As Ken Coulson, one of Coulson's owners, explained at the Planning

Commission hearing, because of the "recession in 2008, [Coulson] decided they had adequate reserves and had other pits that they were mining at the time" and that "[t]he permitting process started back up in 2015 with new analyses and reports." Vol. I at 434. Peter Wayland of Weiland, Inc., an engineering consulting firm representing Coulson, noted that a noise study was conducted in 2015. *Id.* at 434–35.

In September 2016, nearly one year after Coulson completed the 2015 noise study and two months after completing a floodplain review, Coulson submitted a status update with the Planning Department. Vol. I. at 393. The status update from Coulson's land use consultant explained that "there have only been changes made to the project to reduce impacts and insure [sic] public safety with regard to potential flood issues." Vol I. at 390–92. Specifically, the letter noted that "the only significant change to the site plan is to specify a conveyor system instead of overland haul roads ... in response to Larimer County Health's suggestion ... to reduce dust emissions and noise." *Id.* at 393. In addition, "the PM10 and Crystalline Silica Air Dispersion Modeling Report has been updated" based on the use of the conveyor system. *Id.* at 387, 394. Coulson also noted that a condition of the floodplain review board's approval included "placement of soil cement on the west slope of the east pit for the purpose of protecting the pipeline which runs between the two pits. *Id.*

About the same time as the status update, Coulson "request[ed] that the Community Development Team schedule[] the application for a hearing" before the Planning Commission. Vol. I at 433. As will be explained more fully below, at about the same time, Richard and Ken Coulson made their sizeable contributions to Commissioner Donnelly's reelection campaign. Coulson's Resp to Rog. 1.

More than one year elapsed between Coulson's request and the hearing before the Planning Commission. In November 2017, the Planning Commission held a public hearing on Coulson's USR application. Vol. I, at 431–63, 864–68; Vol. II, at 29:16–24. (By this time, Commissioner

Donnelly had won re-election). The Planning Commission recommended approval of Coulson's USR application to the Board. Vol. I, at 431–63; Vol. IV, at 1.

At approximately the same time (November 2017), Thompson initially raised the issue of conflicts of interest. On November 10, 2017, Thompson wrote to Robert Helmick of the Larimer County Community Development Commission, specifically requesting that Larimer County "ensure that all potential conflicts of interest of the various decisionmakers [be] disclosed as part of the administrative record and that *any decisionmakers with conflicts of interest recuse themselves from any further action on [Coulson's] Application.*" Vol. I at 326 (emphasis added). At that time, Thompson identified one such conflict, requesting that "Planning Commissioner Gary Gerrard be formally recused from participating in the Planning Commission's consideration of the Application." *Id.* But Planning Commissioner Gerrard didn't recuse himself.[2] *See id.* at 432 (Planning Commission meeting minutes noting that Commissioner Gerrard was "present").

In the same correspondence, Thompson also requested that the Board adhere to all regulations regarding "conflicts of interest," specifically citing Code §§ 2-71 and 2-67(10). Vol. I., at 326-30; *see also* Vol. V, at 26, 28. Those provisions require a commissioner to (a) act with "unconflicted loyalty" regarding the interests of the citizens in Larimer County, a loyalty that supersedes the commissioner's personal interests or those of any advocacy and interest groups; and (b) recuse himself if the commissioner believes that he has a conflict of interest or that the commissioner cannot make a fair and impartial decision.

On February 26, 2018, the Board held a public hearing on Coulson's USR application. Vol. II at 2. As part of its consideration of the application, the Board invited and received written evidence and took testimony at the hearing. Vol. IV at 1. At the conclusion of the hearing, the Board

[2] The nature of Commissioner Gerrard's conflict is unclear, but Thompson didn't press a due-process violation from the commissioner's participation at the hearing.

voted 2-1 in favor of the application, with Commissioner Donnelly voting in favor of it. *Id.* at 213–14.

Almost a month after the Board's hearing, but before the Board issued its findings and decision, Thompson sent a letter on March 19, 2018, to the County Attorney, Jeannine Haag, indicating that Ken and Dick Coulson had contributed to Commissioner Donnelly's campaign committee and requesting that he recuse himself from further involvement in the proceedings. Vol. I at 298–99. One day later, on March 20, 2018, the Board issued its Findings and Resolution Approving The Petition of Coulson Excavating Company, Inc. Vol. IV at 1–13.

**D. Commissioner Donnelly.**

By trade, Commissioner Donnelly is a private land surveyor, a profession he engaged in between 1994 to January 2008, in Loveland, Colorado. He worked for a company called CDS. Coulson's Supp. Resp. to Rog. 1; Board's Resp. to Rog. 1.

In that capacity, Commissioner Donnelly had a professional relationship with Coulson, performing surveyor work for the company for several years. The relationship began in 1999, when Loveland Commercial Builders hired both Coulson and CDS to perform work on a subdivision called Frank Farms. *Id.* Commissioner Donnelly estimated that Coulson hired him to conduct land surveys on approximately "10 projects during [his] 14 years as a surveyor" Rog. 1. While Commissioner Donnelly didn't recall the exact number of projects, *id.*, Coulson states that between 1999 and 2005, it and CDS worked on five projects together.[3] Coulson Resp. to Rog. 1.

[3] Thompson's attempt to dispute the extent of Commissioner Donnelly's work history with Coulson is nothing more than argument, which can't create a material factual dispute at summary judgment. *See* § II, *infra* (discussing cases that a party can't use pretense, or apparent formal controversy to avoid summary judgment); *Ginter v. Palmer & Co.*, 585 P.2d 583, 585 (Colo. 1978) (Colo. R. Civ. P. 56(e) requires that the opposing party adequately demonstrate by relevant and specific facts that a real controversy exists). As set forth in the body, Coulson provided concrete projects and facts figures, which Thompson failed to dispute.

Commissioner Donnelly wasn't Coulson's employee and Coulson didn't hire him Donnelly directly.[4] *Id.* During the time frame that Donnelly was a surveyor, Coulson and its owners, Dick and Ken Coulson, never had any conversations with Donnelly other than about the surveying work he performed. *Id.*

The Coulson-CDS surveying projects, which ended in 2005, represent the extent of Commissioner Donnelly's professional relationship with Coulson or its principals, Ken and Dick Coulson (the "Coulsons"). *Id.* Commissioner Donnelly and the Coulsons have never been friends or had a social relationship. *Id.*; *see also* Ex. 3. As far as the Coulsons recollect, their last personal interaction between them and Commissioner Donnelly occurred in 2008 during Commissioner Donnelly's 2008 election campaign, in which he sought a campaign contribution from them. Coulson's Resp. and Board's Resp. to Rog. 1.

Commissioner Donnelly won the 2008 election and became a Larimer County Commissioner in January 2008; he was re-elected in 2012 and 2016. Official Larimer County Election Results, www.larimer.org/clerk/elections/records-data/past-info/results, follow the "General Election Summary" hyperlinks for 2008, 2012 and 2016 elections.

The breakdown of Commissioner Donnelly's campaign contributions during the 2012 and 2016 election cycles is as follows. During the 2012 candidate four-year election cycle (designated as 12/5/2008 – 12/6/2012 by the Colorado Secretary of State) ("2012 election"), Commissioner Donnelly's campaign committee received $31,726.19 in campaign contributions. Board MSJ at Ex. B. Of that amount, Dick and Ken Coulson each contributed $500, for a combined total of $1,000. *Id.* Commissioner Donnelly's opponent was Karen Stockley, whose campaign committee received

[4] For the same reasons cited above, Thompson cannot create a dispute merely by argument, but must present evidence to demonstrate that a dispute exists. *See S.N.*, 329 P.3d at 282. The Court concludes no such dispute exists here.

campaign contributions totaling $21,237.20. *Id.* at Ex. C. Commissioner Donnelly won that re-election.

For Commissioner Donnelly's 2016 campaign, his candidate committee reported total contributions of $53,580, which it raised between March and October 2016. Ex. 3 Board's Am. Ans. and Ans. to Req. to Admit No. 6. The committee also spent a total of $56,342.16 during the 2016 election. Coulson MSJ at Ex. 2.

For the 2016 election, Commissioner Donnelly didn't personally seek campaign contributions from the Coulsons. Instead, a representative from Commissioner Donnelly's political party stopped by Coulson's offices to solicit a donation. Coulson's Resp to Rog. 1. Shortly after, in August and September 2016, Dick Coulson and Ken Coulson each contributed $5,000 to Commissioner Donnelly's campaign committee, respectively, for a combined total of $10,000. *Id.* The Coulsons' campaign contributions amounted to 18.6% of Commissioner Donnelly's total new contributions for the 2016 election and 17.7% of the total money his committee spent on that election. *Id.*

Notably, the Coulsons' contributions for the 2016 election represented a *10-fold increase* from their contributions in the 2012 election. At the time of the Coulsons' 2016 election contributions, it's undisputed that Coulson's application was pending before Larimer County and that Coulson was still working on agency and planning department issues related to the application. Vol. I at 331–33, 348–89, 431–63, 864–68.

But the Coulsons weren't the only high-dollar contributors to Commissioner Donnelly's campaign committee. During the 2016 election, the campaign committee received the following campaign contributions of $5,000 or more:

a. $10,000 from Ken Coulson and Dick Coulson ($5,000 each);

b. $7,500 combined from the Lind family (Martin and Viki) and Vima Partners, LLC;

c. $5,000 combined from the Gerrard family (Gary, Mary, Nathan);

d. $5,000 combined from the McWhinney family (Chad and Troy); and

e. $5,000 from Lori Graves.

The 2016 election featured a rematch between Commissioner Donnelly and Karen Stockley. For her part, she received campaign contributions totaling $19,027.10. Board MSJ at Ex. F. As the above campaign-contribution figures show, Commissioner Donnelly outraised Ms. Stockley by a ratio of almost 3-to-1. Commissioner Donnelly won the 2016 election for County Commissioner by a margin of 55.16% (99,191 votes) to 44.84% (80,647 votes). Board MSJ Ex. G.

When Coulson's application came before the Board on February 26, 2018, Commissioner Donnelly subjectively believed that he could make a fair and impartial decision based on the review standards and evidence. Ex. 3, Board's Ans. Req. to Admit No. 9.

## II. Applicable Legal Standards.

Under Colo. R. Civ. P. 56(c), summary judgment shall enter when "there is no genuine issue as to any material fact and ... the moving party is entitled to a judgment as a matter of law." "The paramount purpose of summary judgment is to expedite litigation by avoiding needless trials where no genuine issue exists as to any material fact and the movant is entitled to judgment as a matter of law." *Dubois v. Myers*, 684 P.2d 940, 943 (Colo. App. 1984).

A party seeking summary judgment bears the initial burden of establishing that there is no dispute regarding material facts. *Pueblo W. Metro. Dist. v. Se. Colo. Water Conservancy Dist.*, 689 P.2d 594, 600 (Colo. 1984). A factual dispute is "material" if it'd affect the outcome of the case. *W. Innovations, Inc. v. Sonitrol Corp.*, 187 P.3d 1155, 1158 (Colo. App. 2008). To meet that burden, the moving party may rely on "pleadings, depositions, answers to interrogatories, ... admissions on file, [and] affidavits." Colo. R. Civ. P. 56(c). While "the form of the evidence, such as an affidavit, need

not be admissible at trial, the content or substance of the evidence must be admissible." *People ex rel S.N. v. S.N.*, 329 P.3d 276, 282 (Colo. 2014).

The moving party may satisfy its burden by showing the absence of evidence in the record to support the nonmoving party's case. *Id.* If the moving party demonstrates no disputed material facts exist, the burden shifts to the nonmoving party to demonstrate the existence of a disputed material fact. *Id.*

The Court must give the nonmoving party all favorable inferences that reasonably may be drawn from the evidence. *Id.* But the nonmoving party can't use "pretense, or apparent formal controversy," to avoid summary judgment. *Id.* Similarly, the nonmoving party cannot "merely assert[] a legal conclusion without evidence to support it. *Id.* When faced with an affidavit affirmatively showing the absence of a triable issue of material fact, the nonmoving party cannot rely on allegations or denials in the pleadings to avoid summary judgment. *Id.* Nor may the nonmoving party raise a genuine issue of material fact "simply by means of argument." *Id.* An affirmative showing of specific facts, uncontradicted by any counter affidavits, leaves a trial court with no alternative but to conclude that no genuine issue of material fact exists. *Civil Service Com'n v. Pinder*, 812 P.2d 645, 649 (Colo. 1991).

Further, evidence introduced to defeat or support a motion for summary judgment must be sworn, competent and based on personal knowledge, and set forth facts that would be admissible at trial. Colo. R. Civ. P. 56(e). A "court must disregard documents referred to in a motion for summary judgment that are not sworn or certified." *Cody Park v. Harder*, 251 P. 3d 1, 4 (Colo. App. 2009); *see also Struble v. Am. Family Ins. Co.*, 172 P.3d 950, 955 (Colo. App. 2007).

## III. Conclusions of Law.

Under Colo. R. Civ. P. 57 the Court "shall have power to declare rights, status, and other legal relations whether or not further relief is or could be claimed." Colo. R. Civ. P. 57(a). Such declaration has the force and effect of a final judgment. *Id.*

When "mere review of the record under [Colo. R. Civ. P.] 106(a)(4) would not afford adequate relief to the aggrieved party, a declaratory judgment action under [Colo. R. Civ. P.] 57 is available and may be joined with a proceeding for [Colo. R. Civ. P.] 106(a)(4) review." *Two G's, Inc. v. Kalin*, 666 P.2d 129, 133–34 (Colo. 1983). Thus, where review of the record is an insufficient remedy, "the plaintiff is not limited to the record, but may introduce other evidence relevant to the issues presented. *Tepley v. Pub. Employees Ret. Ass'n*, 955 P.2d 573, 582 (Colo. App. 1997) (citing Colo. R. Civ. P. 57(i) and (m)).

The parties seek summary judgment on Thompson's Rule 57 claims that: (1) the Code's USR criteria are unconstitutionally vague; (2) the Code's conflict of interest rule is unconstitutionally vague and permits unlawful spot zoning; and (3) the Code's conflict of interest rule violate due process as-applied to the circumstances of this case. Naturally, the Board and Coulson disagree with Thompson. The Court addresses each claim in turn.

### A. Larimer County's Special Review Criteria are Facially Constitutional.

Thompson mounts a facial constitutional challenge on the Code's USR criteria on the ground that they're unconstitutionally vague because critical terms are undefined in the Code. Thompson also contends that the Board's approval of Coulson's USR application is akin to upzoning a parcel for the narrow interests of a single land owner, at the detriment of all surrounding

neighbors.[5] The Board argues that because there is no factual dispute regarding the meaning and understanding of the USR criteria, Thompson's argument fails. The Court agrees with the Board.

**1. Vagueness Challenge.**

The two provisions in the USR criteria that Thompson believes are unconstitutionally vague are set forth in § 4.5.3. The provisions at issue state:

> A. The proposed use will be compatible with existing and allowed uses in the surrounding area and be in harmony with the neighborhood;
>
> * * *
>
> D. The proposed use will not result in a substantial adverse impact on property in the vicinity of the subject property.

Code § 4.5.3(A), (D).

Facial challenges to statutes are extremely difficult to prevail on. As the United States Supreme Court has put it, "[a] facial challenge to a legislative Act is, of course, the most difficult challenge to mount successfully, since the challenger must establish that no set of circumstances exists under which the Act would be valid." *United States v. Salerno*, 481 U.S. 739, 745 (1987).

"Municipal ordinances, like statutes, are presumed constitutional." *Kruse v. Town of Castle Rock*, 192 P.3d 591, 597 (Colo. App. 2008) (citing *E-470 Public Highway Authority v. Revenig*, 91 P.3d 1038, 1041 (Colo. 2004)). A party challenging the ordinance must prove beyond a reasonable doubt that the Code is unconstitutionally vague in all possible applications. *Id.* at 597–98.

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[5] Thompson objects to the Board's motion for summary judgment on the ground that it impermissibly seeks to reopen argument regarding Thompson's Colo. R. Civ. P. 57 facial challenge to Larimer County's conflict of interest rules. Coulson similarly states that it understands the Court's December 14, 2018 and March 11, 2019 orders as requiring briefing only on the as-applied due-process challenge. Thompson and Coulson are incorrect, as the Court stated that it "expects the *Rule 57 claims* to be resolved via cross-motions for summary judgment" and that "a discovery schedule to adjudicate plaintiffs' Colo. R. Civ. P. 57 *claims* is appropriate." March 11, 2019 Case Mgmt. Ord., at 1, 6 (emphasis added). Thus, the Court will consider such claims by relying on the parties' existing briefing on those claims.

"A statute or ordinance is unconstitutionally vague ... if persons of common intelligence must necessarily guess as to its meaning and differ as to its application." *Id.* (internal citations omitted) (citing *Watso v. Colo. Dep't of Social Servs.*, 841 P.2d 299, 309 (Colo. 1992)). The ordinance must therefore provide "fair notice and set forth sufficiently definite standards to ensure uniform, nondiscriminatory enforcement." *Id.*

"A law is void for vagueness where its prohibitions are not clearly defined." *People v. Baer*, 973 P.2d 1225, 1233 (Colo. 1999) (citing *Grayned v. City of Rockford*, 408 U.S. 104, 108 (1972); *Rickstrew v. People*, 822 P.2d 505, 506–07 (Colo. 1991)). "Vague laws offend due process because they (1) fail to give fair notice of the conduct prohibited, and (2) do not supply adequate standards for those who apply them in order to prevent arbitrary and discriminatory enforcement." *Id.* (citing *People v. Holmes,* 959 P.2d 406, 414 (Colo. 1998).

Broad terms and generalities are not equivalent to vagueness and need not be defined with "mathematical precision" to withstand a vagueness challenge, so long as the ordinance lends itself to alternative—constitutional—constructions. *Kruse*, 192 P.3d at 597 (citing *Stamm v. City & County of Denver,* 856 P.2d 54, 56 (Colo. App. 1993)). Moreover, there's no mandate that each word in an ordinance be specifically defined, and the Court may look to dictionaries and case law to determine the probable legislative intent. *Id.*

The Court has a duty to give language used in regulations its generally accepted meaning and to interpret language "in a reasonable and practical manner so as to impart a rational and cogent meaning to it." *Id.* Thus, the Court may not adopt hyper-technical readings of statutes where a fair outcome can be achieved through "[a] common sense reading of the statute." *Americans United for Separation of Church & State Fund, Inc. v. State,* 648 P.2d 1072, 1086 (Colo. 1982) (quoting *People v. Garcia,* 595 P.2d 228, 231 (Colo. 1979)).

Thompson contends that the Code is unconstitutionally vague in permitting and encouraging *de facto* spot zoning through an unreasonably subjective and ill-defined USR process. Specifically, Thompson argues that the terms "be in harmony with the neighborhood," "will not result," "substantial adverse impact," and "in the vicinity" aren't defined in the Code and are so ambiguous and subjective to the extent that they give the Board unchecked discretion. In considering all of the applications of the language in question, the Court is left with the firm conclusion that the language passes constitutional muster.

Here, the § 4.5.3 standards aren't constitutionally vague for several reasons. First, while the terms aren't specifically defined in the Code, substantially similar language frequently appears in regulations, which have been found constitutionally definite. *See C & M Sand & Gravel, Div. of C & M Ready Mix Concrete Co. of Boulder v. Bd. of Cty. Comm'rs of Boulder Cty.*, 673 P.2d 1013, 1018 (Colo. App. 1983). In *C&M*, the Court of Appeals held that a zoning regulation setting out general standards for special use requirements were sufficient, including: "(1) [the use] will be *in harmony* and compatible with the character of the surrounding areas and neighborhood; ... (4) will not have a *material adverse effect* on community capital improvement programs; ... (6) *will not result* in undue traffic congestion or traffic hazards; (7) will not cause significant air, water, or noise pollution; ... and (9) will not otherwise be detrimental to the health, safety, or welfare of the present or future inhabitants of the county." *Id.* (emphasis added).

Second, the challenged terms aren't unconstitutionally vague because any party may look to a term's generally accepted meaning if it is not specifically defined in a code to glean definiteness. *Kruse*, 192 P.3d at 599. Doing so here renders the terms at issue sufficiently definite. "Harmony," for instance, means "in agreement or accord; or conformity." *Harmony*, BLACK'S LAW DICTIONARY (10th ed. 2014). Read in context with the accompanying language of § 4.5.3, being in harmony with the neighborhood means that the use is in conformity or in agreement with the neighborhood. For

"will not result" the Court need look no further than the plain meaning of the words to understand them. *See St. Vrain Valley Sch. Dist. RE-1J v. A.R.L. by & through Loveland*, 325 P.3d 1014, 1019 (Colo. 2014) (the Court gives "effect to the statute's plain and ordinary meaning when the language is unambiguous.").

While such terms are undoubtedly "somewhat uncertain in the abstract, [they] may be upheld when shown to be sufficiently definite in the context of actual application." *Wilkinson v. Bd. of Cty. Comm'rs of Pitkin Cty.*, 872 P.2d 1269, 1278 (Colo. App. 1993). In *Wilkinson*, the Court of Appeals found a zoning ordinance wasn't impermissibly vague because "the contested county policies [were] sufficiently definite to be upheld in view of evidence presented to support their application. *Id.* Those policies, which dealt with, among others, compatibility with existing adjacent neighborhoods, were sufficiently definite when the trial court determined the record contained data on the potential impact of the proposed development to wildlife, recreation, and neighboring land. *Id.*

Here, as in *Wilkinson*, the general terms "in the vicinity" and "substantial adverse impact" are also sufficiently definite upon review of the Board's Findings and Resolution. 872 P.2d at 1278. The Board effectively demonstrates that "in the vicinity" involves the property which is or may be impacted by the proposed use. *See* Vol. IV at 6–7. For instance, the Board considered the professional noise study's conclusion that the noise generated from the Proposed Mine "will be less than 55dba at any surrounding residential property line." *Id.* at 7. The Board also considered that "[f]urther review of the application indicted the technical standards required for the approval of this application and demonstrated that it will not result in a substantial adverse impact." *Id.* Thus, sufficient evidence exists in the record to further clarify the meaning of "in the vicinity" and "substantial adverse impact" and to render it constitutionally definite.

Accordingly, the Court concludes that the challenged terms aren't unconstitutionally vague and judgment will enter in the Board's favor on this claim.

**2. Spot Zoning.**

Thompson argues that the Board's decision amounted to unlawful spot zoning. Thompson's argument doesn't hold water. Colorado law prohibits unlawful spot zoning which "creates a small island of property with restrictions on its use different from those imposed on the surrounding property." *Whitelaw v. Denver City Council*, 405 P.3d 433, 445 (Colo. App. 2017) (citing *Little v. Winborn*, 518 N.W.2d 384, 387 (Iowa 1994)). "Property owners have the right to rely on existing zoning regulations when there has been no material change in the character of the neighborhood which may require re-zoning in the public interest." *Clark v. City of Boulder*, 362 P.2d 160, 163 (Colo. 1961).

As applied here, *Clark* does no more than state that the property owners could rely on the existing zoning regulations to understand what uses were permissible on the property. As noted above, the existing use is FA – Farming, which has multiple uses by right, but it also permits other uses by special review. Code § 4.1.1; Compl., ¶ 43; Coulson Ans., ¶ 43; Board Ans., ¶ 1. Thus, the Code makes clear that no rezoning is occurring, the land is still FA – Farming. While the changed circumstances of land surrounding the site *might* warrant a rezoning, no such proceeding was undertaken. Indeed, the record is clear that over the course of the application's life, there were repeated notices that the land was likely to be mined.

Accordingly, given the undisputed material facts, the Court concludes that the USR provisions in question are not unconstitutionally vague, and that the decision doesn't amount to unlawful spot zoning, therefore the Board is entitled to judgment as a matter of law on this issue.

### B. Larimer County's Voluntary Conflict of Interest Rule is Facially Constitutional.

Thompson next contends that the County's conflict of interest regulation set forth in the Code is unconstitutionally vague and violated Thompson's due-process rights by permitting Commissioners to subjectively determine whether they have a conflict of interest.[6] The Board and Coulson disagree, arguing principally that the Code section is constitutionally valid.

The legal principles from the preceding subsection apply here, too. As with § 4.5.3, the conflict-of-interest provision (Code § 2-67(10)) is unconstitutional only if it provides no standard of conduct at all. *See Rocky Mountain Retail Mgmt., LLC v. City of Northglenn*, 393 P.3d 533, 539 (Colo. 2017). The Court gives language used in regulations its generally accepted meaning, *id.*, and begins with the presumption that the Code is constitutional. *Dolan v. Fire and Police Pension Ass'n*, 413 P.3d 279, 286 (Colo. App. 2017). Thus, for Thompson to succeed on its facial challenge that the provision is void for vagueness, they must show, beyond a reasonable doubt, that there is no application in which it's constitutional—something they can't do. *See Kruse*, 192 P.3d at 598.

Because the constitutional vagueness challenge also depends on the interpretation and meaning of § 2-67(10), the Court will apply canons of statutory interpretation. When statutory interpretation is at issue, the Court's "primary objective is to ascertain and effectuate the intent of the General Assembly." *Specialty Rests. Corp. v. Nelson*, 231 P.3d 393, 397 (Colo. 2010). To do so, the Court's initial task is "to determine whether the statutory language has a plain and unambiguous meaning." *Fischbach v. Holzberlein*, 215 P.3d 407, 409 (Colo. App. 2009). The Court gives "effect to the statute's plain and ordinary meaning when the language is unambiguous." *St. Vrain Valley*, 325

[6] As with the previous claim, Thompson objects to the Board's motion for summary judgment arguing that the motion impermissibly seeks to reopen argument regarding Thompson's Colo. R. Civ. P. 57 facial challenge to Larimer County's conflict of interest rules. The Court overrules that objection for the same reasons cited above.

P.3d at 1019. So, "if the statutory language is clear," the Court applies it as written. *Denver Post Corp. v. Ritter*, 255 P.3d 1083, 1089 (Colo. 2011).

The Court determines a provision's plain meaning by considering "the language itself, the specific context in which that language is used, and the broader context of the statute as a whole." *Sheep Mountain All. v. Bd. of Cty. Comm'rs, Montrose Cty.*, 271 P.3d 597, 601 (Colo. App. 2011). The Court may look to the dictionary for assistance in understanding the plain meaning of the terms used. *People v. Voth*, 312 P.3d 144, 149 (Colo. 2013). Moreover, the Court gives effect to legislative intent by construing all parts of a statute as consistent, harmonious, and sensible. *St. Vrain Valley*, 325 P.3d at 1019.

The Code prohibits a commissioner's participation—thus requiring recusal—in any quasi-judicial determination in which he determines that he cannot be fair and impartial or in which he has a conflict of interest:

> A member of the board of county commissioners who, in their sole opinion, believe they have a conflict of interest or for any other reason believes that they cannot make a fair and impartial decision in a legislative or quasi-judicial decision, will recuse themselves from the discussion and decision. Any recusal will be made prior to any board discussion of the issue and the board member will leave the room for the remainder of the discussion of the issue.

Code § 2-67(10).

The Court is troubled that the Code has failed to define the key terms "conflict of interest," "fair," or "impartial" and, as if that weren't enough, it has failed to provide any further guidance to a commissioner on how to interpret those seemingly crucial terms.[7] Such a deficiency appears to leave

[7] Contrast the Code's minimally sufficient approach with the Colorado Code of Judicial Conduct's provisions on recusal or disqualification. While the Court understands that Code of Judicial Conduct doesn't apply to commissioners, a comparison is useful for present purposes. For instance, the Code of Judicial Conduct is exceedingly thorough in prescribing the instances in which a judge must disqualify himself from a case. *See* C.J.C.R. 2.11(A) ("A judge shall disqualify himself or herself in any proceeding in which the judge's impartiality* might reasonably be questioned, including but not limited to the following circumstances..."). That provision lists at least five areas in which

a commissioner to his or her own devices when considering recusal. Indeed, the Code doesn't even direct the commissioner to seek legal advice on the issue. But the Supreme Court directs that this Court supply the common meaning of those terms to determine whether the provisions are unconstitutionally vague. *Voth*, 312 P.3d at 149.

The terms' plain and ordinary meanings demonstrate the provisions are not unconstitutionally vague. A "conflict of interest" is a "real or seeming incompatibility between one's private interests and one's public or fiduciary duties." *Conflict of Interest*, BLACK'S LAW DICTIONARY (11th ed. 2019). "Fair" means "[c]haracterized by honesty, impartiality, and candor; just; equitable; disinterested" or "[f]ree of bias or prejudice". *Fair*, BLACK'S LAW DICTIONARY (11th ed. 2019). "Impartial" means "[n]ot favoring one side more than another; unbiased and disinterested; unswayed by personal interest." *Impartial*, BLACK'S LAW DICTIONARY (11th ed. 2019). Thus, a commissioner has a "conflict of interest" when she has a real or seeming incompatibility of personal interests and public duty. The commissioner cannot remain "fair and impartial" when he or she cannot act honestly, impartially, justly or in an equitable and disinterested manner and cannot avoid favoring one side more than another or being swayed by personal interest.

Another nearby provision of the Code related to the same subject provides insightful language and direction to a commissioner who may be considering recusal. Subsection 2-71(1) provides that commissioners must represent with "unconflicted loyalty" the interests of all the citizens of the county and that such loyalty supersedes any conflicting loyalty to anyone else, including the commissioner's own personal interest:

> Members of the board of county commissioners must represent unconflicted loyalty to the interests of the citizens of the entire county. This accountability supersedes any conflicting loyalty such as that to any advocacy or interest groups, or

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disqualification must occur, defines each of the terms with an asterisk, and then provides additional comments on each specific ground for disqualification. By contrast, the Code offers no such guidance to a commissioner who's considering recusal.

> membership on other boards or staffs. This accountability also supersedes the personal interest of any board member acting as an individual consumer of the county government's services. Members of the board of county commissioners must avoid any fiduciary conflict of interest, ex-parte communication or nepotism conflicts.

Vol. V, p. 28 (citing Code § 2-71(1), (2)).

Both provisions are related to the same subject matter and the Court construes them in *pari materia*. While § 2-67(10) deals with a commissioner's recusal due to a conflict of interest or her inability to be fair and impartial, § 2-71(1) prescribes a general mantra with which a commissioner must approach all of her official duties: with "unconflicted loyalty" to her constituents. Statutes "pertaining to the same subject matter are to be construed *in pari materia* to ascertain legislative intent and to avoid inconsistencies and absurdities." *Walgreen Co. v. Charnes*, 819 P.2d 1039, 1043 (Colo. 1991) (citing *Darnall v. City of Englewood*, 740 P.2d 536, 537 (Colo. App. 1987)). "The legislature is also presumed to intend that the various parts of a comprehensive scheme are consistent with and apply to each other, without being required to incorporate each by express reference in the other." *BP America Prod. Co. v. Patterson*, 185 P.3d 811, 813 (Colo. 2008).

Read together, §§ 2-67(10) and 2-71(1) provide definite—albeit minimal—guidance to a commissioner who's considering recusal and render the conflict of interest provision not unconstitutionally vague. Notwithstanding Thompson's contentions that the conflicts ordinance is vague, § 2-67(10) lends itself to constitutional constructions, which the Court must adopt. *See Kruse*, 192 P.3d at 597 (citing *People ex rel. City of Arvada v. Nissen*, 650 P.2d 547, 550 (Colo. 1982)).

When the provisions are construed in *pari materia*, several constitutional applications present themselves. Let's say, for example, that a commissioner's spouse filed an application for USR for certain land under county jurisdiction. Every reasonable commissioner who considered §§ 2-67(10) and 2-71(10) would easily conclude that he'd have a conflict of interest given his close relationship to the applicant. Undoubtedly, in this hypothetical, the commissioner couldn't reasonably "make a

fair and impartial decision in a ... quasi-judicial capacity," Code § 2-67(10), because doing so would improperly place his *personal interest* in the matter above his "unconflicted loyalty" to the county's citizens. *Id.* § 2-71(10).

Let's take another example closer to the present circumstances. Assume that another applicant—unrelated to our conflicted commissioner—with a different application pending before the county, donated 100% of the total campaign contributions for the commissioner's re-election campaign. Let's also assume that the commissioner won the election. Again, every reasonable commissioner who considered both provisions of the Code would conclude that she couldn't make a fair and impartial decision on the application and would recuse herself. Because the commissioner would seemingly owe, in large part, her victory to the applicant's campaign contributions, the commissioner would violate her duty of "unconflicted loyalty" to the county's citizens by participating in, or voting on, the application from her generous campaign donor.

In both hypothetical scenarios, the commissioner determined based on his or her "sole opinion" that she has a conflict of interest and thus recuses herself from participating in the proceeding. That commissioner, in the Court's view, acted reasonably. While generally that's a poor approach to follow because the Code provides virtually no guidance, it nonetheless passes, by a hair, constitutional muster because of the key terms' plain meaning. Of course, that leaves all the unreasonable hypothetical commissioners out there, who may not recuse themselves when presented with such stark scenarios. But solely because § 2-67(10) "might be insufficient in some particular circumstances," *Salerno*, 481 U.S. at 751, it doesn't follow that the provision is facially unconstitutional.[8]

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[8] The Court urges the Board to adopt a more precise recusal provision that includes both specific definitions for each of the key terms in § 2-67(10) and an objective—rather than a subjective—standard that relies solely on the "sole opinion" of the commissioner who faces a potential conflict of interest.

Moreover, that the decision rests in the commissioner's "sole opinion" doesn't render the provision unconstitutionally vague. That's not unlike a disqualification decision for a judge, who must herself decide whether recusal is necessary. Indeed, if the Commissioner *does* have a conflict, the Commissioner *must* recuse him or herself. The Code language itself provides that the Commissioner "*will* recuse themselves from the discussion and decision." Code § 2-67(10) (emphasis added). The Court construes "will" as "must" in this context. And, at a minimum, "will" is the equivalent of "shall" here, meaning that the commissioner *is required* or *is obligated* to recuse himself. *Plains Metro. Dist. v. Ken-Caryl Ranch Metro. Dist.*, 250 P.3d 697, 699 (Colo. App. 2010).

Further, it's wrong, as Thompson contends, that no recourse exists to a commissioner's refusal to recuse even in the most blatant of circumstances. Indeed, the Constitution itself provides the necessary "floor" by which to determine whether a commissioner violated a party's due-process rights in making a quasi-judicial decision. *See City of Manassa v. Ruff*, 235 P.3d 1051, 1057 (Colo. 2010). When a commissioner acts as a quasi-judicial decision-maker, as is the case here, "the fundamental protections of neutrality and fairness [ ] apply." *Id.* It is also conceivable that Colo. R. Civ. P. 106(a)(4) might provide a similar backstop in instances where a record sufficiently addresses a conflict of interest issue.

In sum, the language of Code § 2-67(10) and case law are specific enough to provide a person of common intelligence with notice of when that particular code provision may be violated. *See People v. Shell*, 148 P.3d 162, 173 (Colo. 2006) (citing *People v. Hickman*, 988 P.2d 628, 644 (Colo. 1999)). Accordingly, the conflict of interest provision is not facially void for vagueness and judgment will enter in the Board's favor on this claim.

### C. Larimer County's Voluntary Conflict of Interest Rule As-Applied to the circumstances of this case violated Thompson's Due Process Right.

While § 2-67(10) is facially constitutional, Thompson also challenges on due-process grounds Commissioner Donnelly's failure to recuse himself from participating in Coulson's

application. Because the undisputed material evidence establishes beyond a reasonable doubt that Commissioner Donnelly's failure to recuse posed a risk of actual bias or prejudgment on Coulson's application, Thompson has shown a due-process violation and is entitled to judgment as a matter of law. Accordingly, judgment shall enter in Thompson's favor on this claim. The Board's decision is, therefore, vacated and the matter is remanded to the Board to hold another hearing on Coulson's application with Commissioner Donnelly recused.

The Court's analysis of Thompson's as-applied challenge begins with two threshold issues raised by Coulson and the Board. They jointly argue that the campaign contributions didn't violate Thompson's due process rights because (1) Thompson waived its objection on the issue of bias related to the campaign contribution, removing the Court's authority to review the claim; and (2) that the campaign contributions are not a direct, personal, substantial, or pecuniary interest in the pending matter. The Court rejects these contentions, each of which is addressed in turn.

**1. Thompson did not waive its objection on the issue of bias related to the campaign contribution.**

The Board treads old ground, arguing that Thompson waived its objection on the issue of bias related to campaign contributions, thus depriving the Court of jurisdiction to review the claim. Thompson responds that the Court has already ruled on this issue, concluding that Thompson properly preserved the issue. The Court sees no reason to amend its prior ruling.

The Court construes the Board's argument as seeking reconsideration of a prior Order. While the request is untimely, the Court will nevertheless consider it. Motions for reconsideration are "disfavored." Colo. R. Civ. P. 121, § 1-15(11). "A party moving to reconsider must show more than a disagreement with the court's decision. Such a motion must allege a manifest error of fact or law that clearly mandates a different result or other circumstance resulting in manifest injustice." *Id.*

The Board failed to make the required showing under Rule 121 § 1-15(11). Reconsideration isn't appropriate because there's no error of law that mandates a different result nor will manifest

injustice result. As the Court discussed in its prior Order Denying Defendants' Motion For Summary Judgment, Thompson timely raised the issue of Commissioner Donnelly's potential conflict of interest three months before the Board's hearing and final decision on Coulson's application:

> It's undisputed that Thompson Area raised the conflicts issue well in advance of the Board's hearing and requested that any decisionmaker with a conflict recuse himself. And Thompson Area did so again, two days before the formal decision, by pointing to Commissioner Donnelly's potential conflict.

Order at 13–15; *see also* Vol. I at 298–99; 326.

That ruling is supported by the record evidence and is correct. Accordingly, the Board's request is denied.

**2. Thompson's Complaint Includes an As-Applied Due Process Challenge to Code § 2-67(10).**

Coulson levies another attack against Thompson's as applied due-process challenge to § 2-67(10), stating that the challenge must fail as a matter of law because the Code "mirrors due process" and the recusal requirement is not voluntary. Coulson contends that the claim at issue here is not an as-applied constitutional challenge because it is a "factual determination [which] *resulted* in a constitutional violation, which is not an as-applied challenge to the statute itself." Coulson Mtn. at 10. As the argument goes, merely asserting that someone misapplied the statute is not an as-applied challenge to the statute itself. Coulson's arguments are without merit.

Generally, to succeed in a facial challenge, the plaintiff must show that there are no circumstances under which the statute can be applied in a constitutional manner. *People v. Trujillo*, 369 P.3d 693, 696 (Colo. App. 2015). By contrast, as-applied challenges allege "the statute is unconstitutional as to the *specific circumstances under which a defendant acted*." *Id.* (citing *People v. Gardner*, 250 P.3d 1262, 1268 (Colo. App. 2010)).

Here, while the Court concluded that § 2-67(10) wasn't facially unconstitutional, that conclusion doesn't preclude the Court from determining the statute might be unconstitutional as-applied to a particular set of facts. *See Trujillo*, 369 P.3d at 697. Nevertheless, Coulson contends that because the recusal rule—Code § 2-67(10)—is consistent with due process, it can't be unconstitutional as-applied. That argument is plainly illogical.

For one, solely because a statute is facially valid, meaning that it's constitutional in at least one application, it doesn't follow that the same statute will be valid as applied against a different factual scenario. While a statutory provision "might be insufficient in some particular circumstances," *Salerno*, 481 U.S. at 751, a court shouldn't strike down the provision in toto when at least some constitutional applications exist—that is, don't throw out the baby with the bath water.

Besides, if Coulson were correct, it would render all as-applied challenges meaningless, at the expense of the general policy that favors hearing as-applied challenges over facial ones. *See e.g.*, *Indep. Inst. v. Coffman*, 209 P.3d 1130, 1136 (Colo. App. 2008) (citing *Wash. State Grange v. Wash. State Republican Party*, 552 U.S. 442, 449–52 (2008)) (a provision may be unconstitutional on its face or as-applied, but "[f]acial challenges are disfavored because (1) courts may be forced to rely on speculation, (2) there is a risk of premature statutory interpretation, (3) courts may have to anticipate questions of constitutional law when unnecessary, (4) courts may have to formulate constitutional rules broader than those required by the precise facts to which they would be applied, and (5) they may prevent the implementation of laws that embody the will of the people"). Indeed, Coulson admits as much, citing caselaw for the premise that the as-applied constitutional challenge requires the party to establish that "*the statute is unconstitutional* under the circumstances in which the plaintiff has acted or proposes to act." Coulson Mtn. at 9 (citing *Maxwell*, 401 P.3d at 520). Thus, a challenge may be brought to the constitutionality of a statute as it was applied under the circumstances of this case.

Here, Thompson contends that even if the statute is generally constitutional, it operated unconstitutionally as to Thompson because of the circumstances in which Commissioner Donnelly failed to recuse himself. This is consistent with an as-applied constitutional challenge. *See Trujillo*, 369 P.3d at 696. It's plausible to assert an as-applied due-process violation under circumstances when, as here, a decisionmaker has an objective conflict of interest—notwithstanding that decision-maker's *subjective* belief to the contrary—and the rule does nothing to stop that a commissioner from continuing to participate in the decision. Such an outcome falls below the constitutional floor required by the Due Process Clause. *See City of Manassa*, 235 P.3d at 1057.

Coulson's contentions to the contrary are unpersuasive for two reasons. First, the case Coulson cites to *General Outdoor Advertising Co. v. Goodman* doesn't directly addressed as-applied challenges, and instead only deals with a facial attack. 262 P.2d 261, 263 (Colo. 1953). Second, Coulson's arguments that governments need not enact legislation which is duplicative of protections afforded by the constitution are correct, but inapposite. As the Court concludes below, the Code as-applied in this circumstance fell *below* the constitutional floor. Thus, the Court rejects Coulson's argument that Thompson's as-applied due-process challenge fails as a matter of law.

**3. Coulson's campaign contributions to Commissioner Donnelly created a significant risk of bias under the circumstances.**

"To prevail on an as-applied constitutional challenge, the challenging party must establish that the statute is unconstitutional under the circumstances in which the plaintiff has acted or proposes to act." *People v. Maxwell*, 401 P.3d 518, 520 (Colo. App. 2017) (citing *Qwest Servs. Corp. v. Blood*, 252 P.3d 1071, 1085 (Colo. 2011). In holding a statute unconstitutional as applied, its future application in a similar context is prohibited, but it does not render the statute inoperative." *Id.*

A statute is presumed constitutional, and the party challenging the statute has the burden of proving unconstitutionality beyond a reasonable doubt. *People v. Baer*, 973 P.2d 1225, 1230 (Colo.

1999). The principle applies regardless of whether the challenge is facial or as-applied to a specific set of circumstances. *Trujillo*, 369 P.3d at 696.[9]

Under Colorado law, a local government's land-use determinations are considered quasi-judicial for the purposes of judicial review. *Margolis v. Dist. Court, In & For Arapahoe Cty.*, 638 P.2d 297, 305 (Colo. 1981). Those serving in quasi-judicial capacities are presumed to act with integrity, honesty, and impartiality. *Scott v. City of Englewood*, 672 P.2d 225, 227 (Colo. App. 1983).

A quasi-judicial proceeding violates due process only if the presumption of honesty and integrity is overcome by a showing of a conflict of interest on the part of the decision-maker. *Id.* What constitutes a conflict of interest reflects different policy considerations based on the context. *City of Manassa*, 235 P.3d at 1055. Such conflicts arise where the decision-maker has a personal, financial, or official stake in the outcome of the matter, *Scott*, 672 P.2d at 227–28, or when the decision-maker's interest "poses such a risk of actual bias or prejudgment that the practice must be forbidden if the guarantee of due process is to be adequately implemented." *Caperton*, 556 U.S. at 884.

The burden of rebutting this presumption rests on the party challenging the quasi-judicial decision. *Scott*, 672 P.2d at 227. A party challenging a quasi-judicial decision must show substantial prejudice which invalidates the agency action to rebut the presumption. *Whitelaw*, 405 P.3d at 438. Nevertheless, quasi-judicial decision-makers are not held to the same disqualification standards as judges, *City of Manassa*, 235 P.3d at 1057, and most matters regarding judicial disqualification do not

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[9] Colorado appellate decisions are divided on the burden of proof necessary as-applied constitutional challenges. *Cf. Sanger v. Dennis*, 148 P.3d 404, 410–11 (Colo. App. 2006) (as applied challenges must show only a reasonable probability that the statute is unconstitutional); *with People v. Slaughter*, 439 P.3d 80, 83 (Colo. App. 2019); *Trujillo*, 369 P.3d at 696 (the burden of proof for as-applied challenges is beyond a reasonable doubt). The Court concludes that the burden of proof is beyond a reasonable doubt.

rise to a constitutional level. *Caperton*, 556 U.S. at 876 (citing *FTC v. Cement Institute,* 333 U.S. 683, 702 (1948)).

The Due Process Clause of the Colorado Constitution protects people from a deprivation of "life, liberty or property, without due process of law." COLO. CONST. art. II, § 25. The fundamental protections of neutrality and fairness provided by the Due Process Clause apply to decision-makers acting in quasi-judicial capacities. *City of Manassa*, 235 P.3d at 1057; *Scott*, 672 P.2d at 227. It's a longstanding principle that a fundamentally fair trial in a fair tribunal is a basic requirement of due process. *In re Murchison*, 349 U.S. 133, 136 (1955). That requirement of fairness and neutrality "in adjudicative proceedings entitles a person to an impartial and disinterested decision-maker." *City of Manassa*, 235 P.3d at 1056.

In *City of Manassa*, the Colorado Supreme Court adopted the test under *Caperton*. Under that test, the decision-maker must recuse him or herself when "a direct, personal, substantial, pecuniary interest" exists in a case before that decision-maker. *Caperton*, 556 U.S. at 876. Thus, the decision-maker cannot have an interest in the outcome based on the circumstances and relationships involved. *See In re Murchison*, 349 U.S. at 136.

Yet, it's not necessary for the Court to determine whether the decision-maker is *in fact* influenced by those circumstances or relationships; instead, due process requires an objective inquiry into whether under all the circumstances "would offer a possible temptation to the average ... judge to ... lead him not to hold the balance nice, clear and true." *Caperton*, 556 U.S. at 879, 885 (citing *Tumey v. State of Ohio*, 273 U.S. 510, 532 (1927)). Thus, the Court "asks not whether the judge is actually, subjectively biased, but whether the average judge in his position is 'likely' to be neutral, or whether there is an unconstitutional 'potential for bias.'" *Id.* at 881.

"The ultimate due process question is whether, under a realistic appraisal of psychological tendencies and human weakness, the interest poses such a risk of actual bias or prejudgment that the

practice must be forbidden if the guarantee of due process is to be adequately implemented." *City of Manassa*, 235 P.3d at 1057 (internal quotations omitted) (citing *Caperton*, 556 U.S. at 129).

A serious risk of actual bias occurs, based on objective and reasonable perceptions, when a person with a personal stake in the case has a significant and disproportionate influence in placing the judge on the case by raising funds when the case is pending or imminent. *Caperton*, 556 U.S. at 884. Several factors go into this inquiry in the election context. "The inquiry centers on the contribution's relative size in comparison to the total amount of money contributed to the campaign, the total amount spent in the election, and the apparent effect such contribution had on the outcome of the election." *Id.* But the temporal relationship between the campaign contributions, the justice's election, and the pendency of the case are also critical. *Id.* at 886 ("It was reasonably foreseeable, when the campaign contributions were made, that the pending case would be before the newly elected justice").

The Court concludes that the undisputed material evidence establishes beyond a reasonable doubt that Commissioner Donnelly's failure to recuse himself in Coulson's application posed a serious risk of actual bias or prejudgment and that Thompson has shown a due-process violation, entitling it to judgment as a matter of law.[10] Several reasons support that conclusion.

First, the undisputed material evidence shows that Coulson's campaign contributions objectively had a significant and disproportionate influence on Commissioner Donnelly's re-election,

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[10] The Court declines to wade into the actual-bias waters. *See Caperton*, 556 U.S. at 882. It's undisputed that Commissioner Donnelly conducted his own determination of whether he had an impermissible conflict and, subjectively, he found none. (It's unclear whether, in reaching that determination, Commissioner Donnelly considered his "uncontested loyalty" to the county citizens.) Moreover, the parties agree that no evidence presented demonstrates actual bias on the part of Commissioner Donnelly. Thompson Resp. at 13; Board Mtn at 20–21; Coulson Reply at 6. Instead, the question before the Court is an *objective* one: would an average commissioner in Commissioner Donnelly's position likely have been neutral or did the commissioner's participation in and vote on Coulson's application presented *an unconstitutional risk of actual bias*? *Caperton*, 556 U.S. at 881.

placing him in a position to vote on the USR application of his largest donors' company. *See id.* at 884. In August and September of 2016, the Coulsons, who own Coulson, contributed a total of $10,000.00 to Commissioner Donnelly's re-election campaign. Those contributions amounted to 18.6% of Commissioner Donnelly's $53,580.00 total new election contributions in the 2016 election cycle, and 17.7% of the total amount his committee spent on his bid for re-election. The Coulsons' contributions, *by themselves*, allowed Commissioner Donnelly to raise more than half of the total funds raised by his opponent in the 2016 election.[11] While it's undisputed that Commissioner Donnelly had other large contributions, including a combined donation of $7,500 and several others of $5,000 per family, none of those individuals (or entities) had a matter "pending or imminent" before the Board. *See Caperton*, 556 U.S. at 884. Coulson was the only entity that did have such a matter.

Second, the temporal relationship between the Coulsons' campaign contributions in 2012 and 2016, Commissioner Donnelly's 2016 election, and the status of the application all support a conclusion of a serious risk of actual bias or prejudgment. *Id.* at 886 ("It was reasonably foreseeable, when the campaign contributions were made, that the pending case would be before the newly elected justice"). It's undisputed that Coulson didn't actively pursue its refiled USR application between 2010 and 2015.[12] Coulson's first communication in almost six years with the Larimer

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[11] Commissioner Donnelly's opponent was Karen Stockley, who received campaign contributions totaling $19,027.10.

[12] During that time period, Coulson completed a noise study in 2015 and a flood plain analysis in the fall of 2016. Vol. I at 433. Ken Coulson admitted that because of the "recession in 2008, [Coulson] decided they had adequate reserves and had other pits that they were mining at the time" and that "[t]he permitting process started back up in 2015 with new analyses and reports." Vol. I at 434 (Peter Wayland noted that a noise study was conducted in 2015, consistent with Ken Coulson's statement). Considering the evidence in favor of Coulson, *People ex rel S.N.*, 329 P.3d at 282, the only evidence is that the application was dormant from 2010 and 2015, and that the application was pursued in earnest following the status update which coincided with their campaign contributions to Commissioner Donnelly.

County Planning Department was in September 2016, when it submitted a status update to the county. Vol. I at 390–92. At about the same time—in August and September of 2016—the Coulsons jointly contributed $10,000.00 to Commissioner Donnelly's re-election bid. Vol. I at 300, 303. Commissioner Donnelly ultimately won reelection in November 2016. Thus, it was reasonably foreseeable, at the time the Coulsons made their respective contributions, that the renewed application would come before the Board, and Commissioner Donnelly in particular, should he win reelection. Indeed, within 18 months from date of the Coulsons' contributions, Commissioner Donnelly provided the deciding vote to approve the application.[13]

Third, the Coulsons' campaign contributions and their timing in making them, created an objective and reasonable perception of bias by seeking to ensure that Commissioner Donnelly remain as a decision maker the USR application. *See Caperton*, 556 U.S. at 884. Several undisputed facts show that objective and reasonable perception. For one, Commissioner Donnelly knew Coulson well, having performed surveying work for the company for nearly six years. And, between the Coulsons' 2012 election contributions and the 2016 election contributions to Commissioner Donnelly, there was a *10-fold increase* in those contributions ($1,000 in 2012 and $10,000 in 2016). Temporally, the one material difference is that at a time that Coulson didn't actively pursue its application with the county, the Coulsons contributed $1,000 ($500 each) to Commissioner Donnelly's campaign. But for the 2016 election, when Coulson sought a hearing before the Planning Commission (a pre-requisite before the application going to the Board), the Coulsons together donated $10,000 to Commissioner Donnelly.

[13] The Board contends that this characterization is inaccurate because the order of voting is mere happenstance. The Court rejects the Board's facetious attempt to hide the obvious. Commissioner Donnelly's vote was the "deciding" vote not because of the order in which he voted, but because the USR permit wouldn't have been granted but for Commissioner Donnelly's vote. Code § 2-67(7) (suggesting that Board decisions require majority vote).

Fourth, the Coulsons' influence on the election, given all circumstances, would offer a temptation to the average commissioner not to "hold the balance nice, clear, and true." *See Caperton*, 556 U.S. at 885. While the Court need not divine whether the Coulsons' contributions were a necessary and sufficient cause of Commissioner Donnelly's victory, it's undisputed that Commissioner Donnelly won, receiving 99,191 votes compared with 80,647 votes for his opponent Karen Stockley.

Commissioner Donnelly was the incumbent entering the 2016 election cycle. But as he acknowledged, "my [2012] reelection race was very close and I need[ed] to run a strong campaign to win again." Ans. Rog No. 1. Thus, re-election was not assured, and it was essential for Commissioner Donnelly to obtain more support. Indeed, Commissioner Donnelly raised well over twice the amount of Karen Stockley, and he won the 2016 election for County Commissioner by 10 percentage points—55.16% (99,191 votes for Donnelly) to 44.84% (80,647 votes for Karen Stockley). Considering Coulson's proportionally large contribution, the timing of that contribution in relation to the election, and the relatively close margin of victory the Court finds that the totality of the circumstances demonstrates a significant and disproportionate effect on re-electing Commissioner Donnelly.

Fifth, important policy considerations support campaign-contribution limits in local elections, and those considerations align with the Court's conclusion here. *See City of Manassa*, 235 P.3d at 1055 ("conflict of interest" is a term of art "reflecting a host of different policy determinations, depending on the context in which it operates"). In particular, the Colorado General Assembly recently passed, and the Governor signed, HB19-1007 which creates campaign-contribution limits of $1,250 for certain county-wide elections. Previously, no campaign-contribution limits existed for county elections. HB19-1007 (revising Colo. Rev. Stat. § 1-45-103.7; and adding Colo. Rev. Stat. § 30-10-113). One of the chief concerns the bill sought to address was

contributions in county commissioner elections. Representative Emily Sirota, the sponsor of the bill, stated that it's "probably unwise that we don't have any limits … in our county races," and that "we regularly see contributions of $5,000 dollars, and many examples of extremely large contributions, in particular, in our county commissioner races in the amounts of $10,000, $30,000, even $40,000."[14] House Chambers Discussion of HB 19-1007 (Feb. 14, 2019) at 1:26:57. Thus, the purpose of the bill was to preserve integrity of electoral process, keep candidates accountable, and avoid the appearance of quid pro quo or impropriety. *Id.* Those are salutary goals.

In sum, given the Coulson's significant and disproportionate influence in Commissioner Donnelly's re-election and the temporal relationship between those contributions, the election, and the pending application, the average commissioner would have been tempted "not to hold the balance nice, clear and true." *Caperton*, 556 U.S. at 885.

Coulson presses several points in opposition to Thompson's motion, but none of them has merit. Initially, it contends that the standard in *Caperton* was only met there because (1) the $3 million donations exceeded the judge's total other campaign contributions by 300%; (2) the $3 million exceeded by $1 million both candidates' campaigns combined; and (3) the donations helped unseat an incumbent in a close election and place a new judge on the court just before it heard the donor's appeal." Coulson Mtn. at 18. But that argument misstates the holding in *Caperton*, which isn't limited to its facts. Indeed, *Caperton* didn't set a specific dollar figure or percentage to reach, or require that the campaign contributions result in the ousting of an incumbent, in order to establish a due-process violation. Instead, each of the facts that Coulson presents were *relevant* in establishing that an

[14] Moreover, an earlier version of the bill was introduced in 2017, HB17-1260 passed the house, but was suspended indefinitely in the Senate's State, Veterans, & Military Affairs Committee. At the Committee hearing, the concern of very large contributions to county commissioners was cited as a primary concern, which could create "an appearance of quid pro quo corruption."

objective conflict of interest existed and weren't meant to be *sine qua non* requirements in other cases. *Caperton*, 556 U.S. at 886.

Coulson also points the Court to several cases that distinguish the circumstances in *Caperton* and attempt to establish a baseline in Colorado. The Court finds these cases distinguishable from the circumstances here for several reasons. For one, in *City of Manassa* the Colorado Supreme Court found that a decision-maker receiving 25% of his income from the insurer of one of the parties didn't amount to an exceptional circumstance creating an unconstitutional risk of bias. *City of Manassa*, 235 P.3d at 1052–53. But while *City of Manassa* effectively ties *Caperton* to Colorado law, the specific circumstances in that case are distinguishable.

In *City of Manassa*, a non-elected licensed physician bound by separate regulatory and professional requirements, was hired by Pinnacol to render independent medical examination opinions in workers' compensation cases. *Id.* at 1053. The Supreme Court concluded that the physician didn't have an objective conflict of interest in large part because highly restrictive safeguards existed with which the physician had to comply. *See id.* at 1053–54. Those safeguards included a rule of procedure in workers' compensation cases that "prohibits a physician from evaluating a claimant if there is even the appearance of a conflict of interest." *Id.* at 1054. And that rule contained multiple guidelines to determine whether a conflict or the appearance of a conflict of interest existed. *Id.* at 1054 n.3. Those guidelines are analogous to the Code of Judicial Conduct's disqualification provisions. *Compare* C.J.C.R. 2.11(A) and comments, *with* Div. of Workers' Compensation R. of P. 11–2(H).

By contrast, here no such safeguards exist to protect against an objective conflict of interest by a commissioner. As the Court noted above, Code § 2-67(10) has constitutionally bare minimum requirements and offers little, if any, guidance to determine whether a commissioner has a conflict of interest.

The Court also rejects Coulson's contention that its application wasn't "pending or imminent" because it didn't resolve the referral agency and planning department issues until November 2017 and it wasn't before the Board at the time of the Coulsons' campaign contributions. *Caperton* itself rejects Coulson's overly narrow construction. All that's required is a *reasonable foreseeability* that the case will end up before the decision maker. In *Caperton*, the state supreme court didn't hear the case until November 2007, *almost three years* after Blankenship made his contributions that resulted in the unconstitutional risk of bias. *See Caperton*, 556 U.S. at 872 (Blankenship made his contributions in the 2004 judicial elections, after the initial jury verdict but before filing the appeal). Thus, merely because the case is not set for a hearing before the Board, it doesn't mean the case was not pending or imminent. Moreover, even when necessary pre-requisites haven't been met—such as the filing of an appeal—the case may still be pending or imminent when it is reasonably foreseeable that it will be heard by the decision-maker. *Id.* at 886.

Here, Coulson's application was pending or imminent because it was reasonably foreseeable that the Board, and Commissioner Donnelly in particular, would eventually hear it at the time the Coulsons made their 2016 election contribution. Based on Coulson's own status update in September 2016, it requested that a hearing be scheduled with the Planning Commission because most of the preliminary work or studies to get the matter before that commission had been completed. Vol I. at 390–92; Vol. I at 433. The parties agree that once the USR applicant resolves referral agency and Planning Department comments, the case proceeds to a hearing before the Planning Commission which, regardless of whether it recommends approval or denial of the application, forwards the application to the Board. Thus, at the time of the Coulsons' campaign contributions, Coulson actively pursued its application, which was in the middle of a process whose natural and reasonably foreseeable conclusion would be a vote by a commissioner whose re-election the Coulsons helped secure. *Caperton*, 556 U.S. at 886 ("Although there is no allegation of a quid pro

quo agreement, the fact remains that [the donor's] extraordinary contributions were made at a time when he had a vested stake in the outcome [of the election].").

Indeed, as noted above, between the 2012 to the 2016 election cycle, the Coulsons' contributions dramatically increased. In the 2012 election, it was 3.15% of Commissioner Donnelly's total new contributions, while in the 2016 election it was 18.66%. That represents an almost 500% increase in the percentage the Coulsons gave in proportion to Commissioner Donnelly's total campaign contributions. It's undisputed that Commissioner Donnelly knew of the contributions by the time he voted in favor of the application at the February 26, 2018, hearing. Board Rog. at 5 ("On February 26, 2018, I ... voted to approve Coulson's USR application. I did not believe that I had a conflict of interest ... *simply because Coulsons had supported my campaign.*" (emphasis added)). Thus, given the timing of the contributions in the lifetime of the application, it was reasonably foreseeable that Commissioner Donnelly would vote on Coulson's application.

Coulson also contends that its First Amendment rights would be infringed if Commissioner Donnelly were disqualified merely because he received campaign contributions. That argument misses the mark, the applicable legal standard, and the Court's holding above. The Supreme Court has stated that, "[s]pending large sums of money in connection with elections, *but not in connection with an effort to control the exercise of an officeholder's official duties*, does not give rise to *quid pro quo* corruption. Nor does the possibility that an individual who spends large sums may garner 'influence over or access to' elected officials or political parties." *McCutcheon v. Fed. Election Comm'n*, 572 U.S. 185, 208 (2014) (emphasis added) (citing *Citizens United v. Federal Election Comm'n,* 558 U.S. 310, 359 (2010)). While it's generally impermissible to restrict campaign contributions, the government has a legitimate interest in restricting such contributions when they're made "in connection with an effort to control the exercise of an officeholder's official duties." *Id.*

But, "ay, there's the rub," to quote the Dane. William Shakespeare, *Hamlet* act 3, sc. 1. Because the Court determined that the Coulsons' contributions had a significant and disproportionate impact on placing Commissioner Donnelly in a position where he'd vote on Coulson's application, it thus created a significant risk of bias in violation of Thompson's due-process rights. *Caperton*, 556 U.S. at 884. That is, in the parlance of *McCutcheon*, the Coulsons spent "large sums of money in connection with an effort to control the exercise of an officeholder's official duties." 572 U.S. at 208. And the First Amendment doesn't protect such conduct.

Coulson also points to California and Hawaii Supreme Court decisions for the principle that the mere receipt of funds for a political campaign doesn't create a conflict of interest, and that to hold otherwise infringes upon the First Amendment. *See Woodland Hills Residents Assn., Inc. v. City Council*, 609 P.2d 1029, 1032–33 (Cal. 1980); *see also Life of the Land, Inc. v. City Council of City & Cty. of Honolulu*, 606 P.2d 866, 902 (Haw. 1980). The Court finds those decisions generally inapposite, but notes that much like *McCutcheon*, the California Supreme Court acknowledged campaign contributions can serve as grounds for disqualification when the evidence shows bribery or a *conflict of interest. Woodland Hills Residents Assn., Inc.*, 609 P.2d at 1032 ("*Absent a showing of bribery or conflict of interest*, the law does not render it improper for members of (the council) to vote on projects of developers who have given campaign contributions to committees controlled by those members" (emphasis added)). As our Supreme Court noted, the term "conflict of interest" is a term of art "reflecting a host of different policy determinations, depending on the context in which it operates." *City of Manassa*, 235 P.3d at 1055. Thus, the Court perceives no First Amendment concerns in its ruling.

Accordingly, the Court concludes that Thompson's due-process rights were violated when Code § 2-67(10) as-applied under the circumstances failed to protect Thompson from Commissioner Donnelly's objective serious risk of bias.

The Court's decision in no way prevents Coulson or the Coulsons from making campaign contributions to their preferred political candidate. They may continue to do so, consistent with the applicable campaign-contribution limits. But when their chosen candidate—who is generally a legislator (making laws)—acts as a quasi-judge (making adjudicative decisions), the Due Process Clause requires that candidate to be "an impartial and disinterested decision-maker," free of bias and a conflict of interest. *City of Manassa*, 235 P.3d at 1056. Indeed, no party may "choose[] the judge in his own cause." *Caperton*, 556 U.S. at 886.

## IV. Conclusion.

For the reasons set forth above, the Board's motion for summary judgment is granted as to Thompson's facial attacks on §§ 2-67(10) and 4.5.3 of the Code. Judgment shall enter in the Board's favor and against Thompson on these claims.

The Board and Coulson's motion for summary judgment, however, is denied as to Thompson's Rule 57 as-applied due-process challenge. Thompson's motion seeking judgment as to that claim is granted and judgment shall enter in Thompson's favor. The Court concludes that because Commissioner Donnelly participated in both the hearing and discussions related to Coulson's application, that participation violated Thompson's due-process rights to an impartial decision-making body.

Accordingly, the Board's decision approving Coulson's application is vacated and this matter is remanded to the Board to hold the hearing on Coulson's application again. Commissioner Donnelly will be recused from participating in any part of that hearing or decision-making process under Code § 2-67(10).[15]

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[15] The Court's decision to remand is a final judgment. *Scott*, 672 P.2d at 226 (citing *Cline v. City of Boulder*, 532 P.2d 770 (Colo. App. 1975)).

**SO ORDERED** on August 12, 2019.

BY THE COURT:

JUAN G. VILLASEÑOR
District Court Judge