Regular Meeting
February 18, 2020

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

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

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 call 221-6515 (V/TDD: Dial 711 for Relay Colorado) for assistance.

Proclamations and Presentations
5:30 p.m.

A. Proclamation Declaring the Week of February 24, 2020 as Techstars Startup Week and ARTup Week Fort Collins.
B. Proclamation Declaring February 18, 2020, as League of Women Voters Day, in Honor of the League's 100th Anniversary.
Regular Meeting
6:00 p.m.

- PLEDGE OF ALLEGIANCE
- CALL MEETING TO ORDER
- ROLL CALL
- AGENDA REVIEW: CITY MANAGER
  - City Manager Review of Agenda.
  - Consent Calendar Review
    This Review provides an opportunity for Council and citizens to pull items from the Consent Calendar. Anyone may request an item on this calendar be “pulled” off the Consent Calendar and considered separately.
    - Council-pulled Consent Calendar items will be considered before Discussion Items.
    - Citizen-pulled Consent Calendar items will be considered after Discussion Items.
- PUBLIC COMMENT

Individuals may comment regarding items scheduled on the Consent Calendar and items not specifically scheduled on the agenda. Comments regarding land use projects for which a development application has been filed should be submitted in the development review process** and not to the Council.

- Those who wish to speak are asked to sign in at the table in the lobby (for recordkeeping purposes).
- All speakers will be asked by the presiding officer to identify themselves by raising their hand, and then will be asked to move to one of the two lines of speakers (or to a seat nearby, for those who are not able to stand while waiting).
- The presiding officer will determine and announce the length of time allowed for each speaker.
- Each speaker will be asked to state his or her name and general address for the record, and to keep comments brief. Any written comments or materials intended for the Council should be provided to the City Clerk.
- A timer will beep once and the timer light will turn yellow to indicate that 30 seconds of speaking time remain, and will beep again and turn red when a speaker’s time to speak has ended.

[**For questions about the development review process or the status of any particular development, citizens should consult the Development Review Center page on the City’s website at fcgov.com/developmentreview, or contact the Development Review Center at 221-6750.]

- PUBLIC COMMENT FOLLOW-UP
The Consent Calendar is intended to allow the City Council to spend its time and energy on the important items on a lengthy agenda. Staff recommends approval of the Consent Calendar. Anyone may request an item on this calendar to be "pulled" off the Consent Calendar and considered separately. Agenda items pulled from the Consent Calendar will be considered separately under Pulled Consent Items. Items remaining on the Consent Calendar will be approved by City Council with one vote. The Consent Calendar consists of:

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

If the presiding officer determines that the number of items pulled from the Consent Calendar by citizens is substantial and may impair the Council’s ability to complete the planned agenda, the presiding officer may declare that the following process will be used to simplify consideration of the Citizen-Pulled Consent Items:

1. All citizen-pulled items (to be listed by number) will be considered as a group under the heading “Consideration of Citizen-Pulled Consent Items.”

2. At that time, each citizen wishing to speak will be given a single chance to speak about any and all of the items that have been moved to that part of the agenda.

3. After the citizen comments, any Councilmember may specify items from the list of Citizen-Pulled Consent Items for Council to discuss and vote on individually. Excluding those specified items, Council will then adopt all “Citizen-Pulled Consent Items” as a block, by a single motion, second and vote.

4. Any Citizen-Pulled Consent Items that a Councilmember has asked to be considered individually will then be considered using the regular process for considering discussion items.

1. **Consideration and Approval of the Minutes of the January 14, 2020 Adjourned Council Meeting.**

   The purpose of this item is to approve the minutes from the January 14, 2020 Adjourned Council meeting.

2. **Second Reading of Ordinance No. 021, 2020, Making Appropriations and Authorizing Transfers of Appropriations for the Restorative Justice Services Program.**

   This Ordinance, unanimously adopted on First Reading on February 4, 2020, appropriates grant revenue to fund Restorative Justice Services within Community Development and Neighborhood Services (CDNS). A grant in the amount of $33,803 has been awarded from the Colorado Division of Criminal Justice (DCJ) Juvenile Diversion fund for the continued operation of Restorative Justice Services, which includes the RESTORE program for shoplifting offenses, the Restorative Justice Conferencing Program (RJCP) and the Reflect Program for all other offenses.

3. **Second Reading of Ordinance No. 022, 2020, Amending Chapter 19 of the Code of the City of Fort Collins Regarding Municipal Court.**

   This Ordinance, unanimously adopted on First Reading on February 4, 2020, ,amends Chapter 19 of the City Code, which governs Municipal Court procedures, to bring the City Code into alignment with current Court practices and legal requirements.
4. **Items Relating to Updating Certain Minor Code Violations and Related Penalties.**

   A. Second Reading of Ordinance No. 023, 2020, Amending the Code of the City of Fort Collins to Reclassify Certain Offenses as Petty Offenses and Update the Potential Monetary Penalty for Code Violations.

   B. Second Reading of Ordinance No. 024, 2020, Amending Section 17-102 of the Code of the City of Fort Collins Regarding the Offense of Throwing Missiles.

These Ordinances, unanimously adopted on First Reading on February 4, 202, reclassify some misdemeanors as petty offenses, update and simplify the maximum possible fine for all types of offenses and amend the throwing missiles offense to reflect behavior that threatens safety and not simply any throwing of anything.

A minor edit was made to Code Section 1-15(h) to maintain consistency with Ordinance No. 034, 2020, regarding the use of probation.

5. **Second Reading of Ordinance No. 025, 2020, Amending Various Sections of the Fort Collins Traffic Code.**

   This Ordinance, unanimously adopted on First Reading on February 4, 2020, amends the Fort Collins Traffic Code to ensure the Code is consistent with Colorado traffic laws.

6. **Second Reading of Ordinance No. 026, 2020, Annexing the Property Known as the Soldier Canyon Pump Station Annexation to the City of Fort Collins, Colorado.**

   This Ordinance, unanimously adopted on First Reading on February 4, 2020, annexes the tract of land known as the Soldier Canyon Pump Station Annexation, located at 4316 Laporte Ave. The Applicant, Platte River Power Authority, has submitted a written petition requesting the annexation. The purpose of the annexation is to allow the Soldier Canyon Pump Station to be served by Fort Collins Light and Power, rather than Xcel Energy. This is a voluntary annexation. The Soldier Canyon Pump Station Annexation totals 0.702 acres; it achieves the required 1/6 perimeter boundary contiguity with the existing municipal boundaries to the north, west and south. The site is enclosed on three sides by the City of Fort Collins Water Treatment Facility at 4316 Laporte Avenue. The annexation would incorporate the site into Fort Collins’ municipal boundaries, as well as the Residential Neighborhood Sign District. A related item to zone the annexed property is presented as the next item on this Agenda.

7. **Second Reading of Ordinance No. 028, 2020, Annexing the Property Known as the Timberline-International Annexation No. 1 to the City of Fort Collins, Colorado.**

   This Ordinance, unanimously adopted on First Reading on February 4, 2020, annexes the first of three sequential tracts of land known collectively as the Timberline-International Annexations. Timberline-International Annexation No. 1 consists of 0.09 acres of North Timberline Road right-of-way and establishes the required 1/6 contiguity with existing City limits. Timberline-International Annexation No. 1, located northeast of the North Timberline Road and International Boulevard intersection, would incorporate the property into Fort Collins’ municipal boundaries, as well as into the Residential Neighborhood Sign District. A related item to zone the annexed property is presented as the next item on this Agenda.
8. **Second Reading of Ordinance No. 030, 2020, Annexing the Property Known as the Timberline-International Annexation No. 2 to the City of Fort Collins, Colorado.**

   This Ordinance, unanimously adopted on First Reading on February 4, 2020, annexes the second of three sequential tracts of land known collectively as the Timberline/International Annexations. Timberline/International Annexation No. 2 consists of 0.86-acres of North Timberline Road and International Boulevard right-of-way, which establishes the required 1/6 contiguity with existing City limits (Timberline/International Annexation No. 1). Timberline/International Annexation No. 2, located northeast of the North Timberline Road and International Boulevard intersection, would incorporate the property into Fort Collins’ municipal boundaries, as well as into the Residential Neighborhood Sign District. A related item to zone the annexed property is presented as the next item on this Agenda.

9. **Second Reading of Ordinance No. 032, 2020, Annexing the Property Known as the Timberline-International Annexation No. 3 to the City of Fort Collins, Colorado.**

   This Ordinance, unanimously adopted on First Reading on February 4, 2020, annexes the third of three sequential tracts of land known collectively as the Timberline/International Annexations. Timberline/International Annexation No. 3 consists of 1.39-acres, which establishes the required 1/6 contiguity with existing City limits (Timberline/International Annexation No. 2). Timberline/International Annexation No. 3, located northwest of the North Timberline Road and International Boulevard intersection, incorporates the property into Fort Collins’ municipal boundaries, as well as into the Residential Neighborhood Sign District. A related item to zone the annexed property is presented as the next item on this Agenda.

10. **Second Reading of Ordinance No. 034, 2020, Amending Chapter 1 of the Code of the City of Fort Collins to Establish Standards for Sentences to Probation and Deferred Judgments and Sentences.**

    This Ordinance, unanimously adopted on First Reading on February 4, 2020, amends Chapter 1 of the City Code to describe how probation will be used in Municipal Court as a new sentencing alternative and to codify procedures for deferred judgment and sentencing dispositions.

11. **Second Reading of Ordinance No. 035, 2020, Appropriating Prior Year Reserves to Purchase Property on North College Avenue for the Affordable Housing Land Bank.**

    This Ordinance, unanimously adopted on First Reading on February 4, 2020, appropriates funds for the purchase of an approximately 5-acre parcel of land just west of North College Avenue for the City's affordable housing Land Bank Program.

12. **Second Reading of Ordinance No. 036, 2020, Appropriating Unanticipated Grant Revenue and Authorizing Transfers in the Natural Areas Fund for the Club Outdoors Program.**

    This Ordinance, unanimously adopted on First Reading on February 4, 2020, appropriates a $70,660 grant awarded by the D.R. & V. Pulliam Charitable Trust into the Natural Areas Department’s 2020 budget. This grant was awarded to support Club Outdoors, an after-school and summer program that connects Boys & Girls Club members to natural areas. Most of the grant ($58,400) will be the salary for two summer internships and a new contractual staff person to run Club Outdoors for one year. The rest of the funds will cover expenses such as transportation, food, and gear for participants. The grant requires the Natural Areas Department to cover the benefits costs of the positions, $16,161, a funding match of approximately 22%. The match will come from previously appropriated Natural Areas Department funds.
13. **First Reading of Ordinance No. 040, 2020, Ratifying City Plan and Its Components and Elements.**

The purpose of this item is to ratify by ordinance City Plan and its components and elements as previously adopted by resolution in order to clarify that City Plan and its components and elements may be utilized as binding standards when referenced in the Land Use Code. In 2019, Council adopted an updated version of City Plan to replace the version of City Plan adopted in 2011. The prior City Plan adopted in 2011 would be ratified solely for purposes of reviewing development applications submitted prior to the effective date of the current version of City Plan adopted in 2019. For all other purposes, the version of City Plan adopted in 2019 would be ratified.

14. **First Reading of Ordinance No. 037, 2020, Appropriating Unanticipated Philanthropic Revenue in the General Fund and Transferring it to the Capital Projects Fund for the Eastside Park Improvement Project.**

The purpose of this item is to appropriate philanthropic revenue in the General Fund for transfer to the Capital Projects Fund to underwrite the costs of improvements to Eastside Park, located adjacent to Laurel Elementary School. Eastside Park and the City of Fort Collins are the beneficiaries of focused community giving, facilitated by City Give, for the costs of park improvements that will enhance neighborhood use of the park and improve park functions to include lighting, soft surface paths, seating areas, and ongoing neighborhood events.

15. **Items Relating to FLEX Regional Route Operations Grant Revenue.**

A. **Resolution 2020-019 Authorizing the Execution of an Intergovernmental Agreement between the City and the Colorado Department of Transportation for Transfort FLEX Service.**

B. **First Reading of Ordinance No. 038, 2020, Making an Appropriation for the Expansion of the Transfort FLEX Service to Boulder.**

The purpose of these items is to authorize Transfort to enter into an Intergovernmental Agreement with the Colorado Department of Transportation (CDOT) for funds contributing to regular operations of the FLEX Regional Route and to appropriate unanticipated grant revenue awarded by Denver Regional Council of Governments (DRCOG) to fund the expansion of the FLEX to Boulder Regional Route.

16. **Resolution 2020-020 Authorizing the Execution of Two Intergovernmental Agreements between the City of Fort Collins and the Colorado Department of Transportation for the Award of Settlement Funds.**

The purpose of this item is to authorize the execution of two intergovernmental agreements (IGAs) with the Colorado Department of Transportation (CDOT). These agreements will result in the receipt of two Volkswagen settlement fund awards that were applied for, and awarded, through CDOT’s Consolidated Call for Capital Projects in 2018 for the purchase of a total of five alternatively fueled vehicles and two depot chargers. Settlement funds do not require a local match. The incoming funds for both awards were appropriated through Ordinance No. 141, 2019, and Ordinance No. 142, 2019.

17. **Resolution 2020-021 Approving Fort Fund Grant Disbursements.**

The purpose of this item is to approve Fort Fund grants from the Cultural Development and Programming and Tourism Programming Accounts for the selected community and tourism events, based upon the recommendations of the Cultural Resources Board.
18. **Resolution 2020-022** Reappointing Lisa D. Hamilton-Fieldman as Temporary Judge and Authorizing the Execution of an Employment Agreement.

The purpose of this item is to reappoint Lisa D. Hamilton-Fieldman as a temporary judge to continue to hear civil cases that may be filed in Fort Collins Municipal Court. The City Charter provides for the appointment of temporary judges to serve as City Council determines is necessary. Judge Hamilton-Fieldman was originally appointed in this capacity by Council in 2018. She has since handled a complex civil case filed in Fort Collins Municipal Court by citizens. Based on her work in that case and the continuing need to be able to appoint a temporary judge who has experience with civil cases such as that one, Chief Judge Kathleen M. Lane recommends that Judge Hamilton-Fieldman be reappointed. Judge Hamilton-Fieldman’s new term will be for another two years and she will continue to handle such cases as assigned by the Chief Judge.

19. **Resolution 2020-023** Ratifying the Reappointment of Fred Colby and Joe Wise and the Appointment of Jeremy Rose to the Poudre River Library District Board of Trustees.

The purpose of this item is to make appointments to the Poudre River Library District Board of Trustees. Fred Colby and Joe Wise will be reappointed to a second term, Jeremy Rose will be appointed to a first term.

20. **Resolution 2020-024** Making Appointments to Various Boards and Commissions of the City of Fort Collins.

The purpose of this item is to appoint individuals to fill vacancies on various boards and commissions that exist due to the expiration of terms of certain members and the resignation of previous board members.

**END CONSENT**

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

- **STAFF REPORTS**

  Historic Preservation Survey Update. (staff: Karen McWilliams)

- **COUNCILMEMBER REPORTS**

- **CONSIDERATION OF COUNCIL-PULLED CONSENT ITEMS**
Discussion Items

The method of debate for discussion items is as follows:

- Mayor introduces the item number, and subject; asks if formal presentation will be made by staff
- Staff presentation (optional)
- Mayor requests citizen comment on the item (three minute limit for each citizen)
- Council questions of staff on the item
- Council motion on the item
- Council discussion
- Final Council comments
- Council vote on the item

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

21. **Public Hearing and Second Reading of Ordinance No. 014, 2020, Approving the Montava PUD Master Plan and Montava PUD Overlay, ODP 180002.** (staff: Clay Frickey; 5 minute staff presentation; 90 minute discussion)

This Ordinance, adopted on First Reading on January 14, 2020, by a vote of 5-2 (Nays: Gutowsky, Cunniff), approves a Planned Unit Development (PUD) Overlay for Montava. Amendments to the Mountain Vista Subarea Plan, Master Street Plan, and Parks and Recreation Policy Plan were approved by resolution and do not require a second reading. The PUD Overlay provides a framework for how Montava will develop over time. Council and community members requested additional information at First Reading regarding the following topics, which this Agenda Item Summary addresses:

- Estimate of funding deficiency for the Master Street Plan city-wide and in Northeast Fort Collins.
- How Montava will mitigate its traffic impacts and address traffic on Country Club Road.
- Details related to the buffer proposed in the Mountain Vista Subarea Plan between the Anheuser Busch brewery and nearby residential land uses and zone districts.
- Plans for transit service in and around the Montava development.
- Staff’s plan for communicating updates related to individual phases of Montava to ensure City Councilmembers and the community continue to be informed.
- Addition of a condition of approval regarding Country Club Road and changes to the Parks condition of approval.

Staff recommends approval of the PUD Master Plan on Second Reading, with conditions.

**Process:** The City Council hearing for second reading will follow the process outlined below.

- Staff presentation related to the additional information Council requested at First Reading and any additional information related to Council consideration of the Montava PUD Overlay
  - Applicant presentation
  - Public comment
  - Applicant and staff responses to public comment
  - City Council questions
  - City Council deliberation

This is a quasi-judicial item subject to the procedures and standards set forth in Land Use Code Divisions 2.15 and 4.29.
22. Second Reading of Ordinance No. 015, 2020, Adopting a Development Agreement Extending the Term of Vested Rights for the Montava PUD Overlay and Regarding Certain Terms of Development Within the Montava PUD Overlay.

This Ordinance, adopted on First Reading on January 14, 2020, by a vote of 5-2 (nays: Cunniff, Gutowsky) adopts a development agreement regarding the Montava Planned Unit Development (PUD) Overlay to extend the term of vested rights from three years to twenty-five years and to adopt certain terms regarding development within the Montava PUD Overlay.

23. Second Reading of Ordinance No. 027, 2020, Amending the Zoning Map of the City of Fort Collins and Classifying for Zoning Purposes the Property Included in the Soldier Canyon Pump Station Annexation to the City of Fort Collins, Colorado, and Approving Corresponding Changes to the Residential Neighborhood Sign District Map.

This item is a quasi-judicial matter and if it is considered on the discussion agenda it will be considered in accordance with the procedures described in Section 1(d) of the Council’s Rules of Meeting Procedures adopted in Resolution 2019-064.

This Ordinance, unanimously adopted on First Reading on February 4, 2020, zones the property included in the annexation known as the Soldier Canyon Pump Station Annexation. Soldier Canyon Pump Station Annexation, owned by the Platte River Power Authority, is located adjacent to the City of Fort Collins Water Treatment Facility at 4316 Laporte Avenue and is 0.702 acres in size. The proposed zoning for this annexation is Residential Foothills (R-F). The surrounding uses include the existing City Water Treatment Plant to the north, south and west, and Colorado State University Solar Farm to the east. The abutting City limits to the north, south and west are zoned Residential Foothills (R-F). Staff also recommends placement into the Residential Neighborhood Sign District.

24. Second Reading of Ordinance No. 029, 2020, Amending the Zoning Map of the City of Fort Collins and Classifying for Zoning Purposes the Property Included in the Timberline-International Annexation No. 1 to the City of Fort Collins, Colorado, and Approving Corresponding Changes to the Residential Neighborhood Sign District Map.

This item is a quasi-judicial matter and if it is considered on the discussion agenda it will be considered in accordance with the procedures described in Section 1(d) of the Council’s Rules of Meeting Procedures adopted in Resolution 2019-064.

This Ordinance, unanimously adopted on First Reading on February 4, 2020, zones the property included in the first of three sequential annexations, known as the Timberline-International Annexation No.1. Timberline-International Annexation No. 1 is located northeast of the North Timberline Road and International Boulevard intersection. The proposed zoning for this annexation is Industrial (I). The surrounding properties are existing industrial land uses currently zoned I-Industrial Zoning District (in Larimer County) to the north, south and west. The abutting City limit to the east is zoned Low Density Mixed-Use Neighborhood (L-M-N) and consists of North Timberline Road right-of-way. Staff also recommends placement into the Residential Neighborhood Sign District.

25. Second Reading of Ordinance No. 031, 2020, Amending the Zoning Map of the City of Fort Collins and Classifying for Zoning Purposes the Property Included in the Timberline-International Annexation No. 2 to the City of Fort Collins, Colorado, and Approving Corresponding Changes to the Residential Neighborhood Sign District Map.

This item is a quasi-judicial matter and if it is considered on the discussion agenda it will be considered in accordance with the procedures described in Section 1(d) of the Council’s Rules of Meeting Procedures adopted in Resolution 2019-064.
This Ordinance, unanimously adopted on First Reading on February 4, 2020, zones the property included in the second of three sequential annexations, known as the Timberline-International Annexation No. 2. Timberline-International Annexation No. 2 is located northeast of the North Timberline Road and International Boulevard intersection. The proposed zoning for this annexation is Industrial (I). The surrounding properties are existing industrial land uses currently zoned I-Industrial Zoning District (in Larimer County) to the north, south and west. The abutting City limit to the east is zoned Low Density Mixed-Use Neighborhood (L-M-N) and consists of North Timberline Road right-of-way. Staff also recommends placement into the Residential Neighborhood Sign District.

26. **Second Reading of Ordinance No. 033, 2020, Amending the Zoning Map of the City of Fort Collins and Classifying for Zoning Purposes the Property Included in the Timberline-International Annexation No. 3 to the City of Fort Collins, Colorado, and Approving Corresponding Changes to the Residential Neighborhood Sign District Map.**

   *This item is a quasi-judicial matter and if it is considered on the discussion agenda it will be considered in accordance with the procedures described in Section 1(d) of the Council's Rules of Meeting Procedures adopted in Resolution 2019-064.*

This Ordinance, unanimously adopted on First Reading on February 4, 2020, zones the property included in the third of three sequential annexations, known as the Timberline-International Annexation No. 3. Timberline-International Annexation No. 3 is located northeast of the North Timberline Road and International Boulevard intersection. The proposed zoning for this annexation is Industrial (I). The surrounding properties are existing industrial land uses currently zoned I-Industrial Zoning District (in Larimer County) to the north, south and west. The abutting City limit to the east is zoned Low Density Mixed-Use Neighborhood (L-M-N) and consists of North Timberline Road right-of-way. Staff also recommends placement into the Residential Neighborhood Sign District.

- **CONSIDERATION OF CITIZEN-PULLED CONSENT ITEMS**

- **OTHER BUSINESS**

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

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

- **ADJOURNMENT**

   Every Council meeting will end no later than 10:30 p.m., except that: (1) any item of business commenced before 10:30 p.m. may be concluded before the meeting is adjourned and (2) the City Council may, by majority vote, extend a meeting until no later than 12:00 a.m. for the purpose of considering additional items of business. Any matter which has been commenced and is still pending at the conclusion of the Council meeting, and all matters scheduled for consideration at the meeting which have not yet been considered by the Council, will be continued to the next regular Council meeting and will be placed first on the discussion agenda for such meeting.
PROCLAMATION

WHEREAS, Fort Collins is an innovation community with an entrepreneurial workforce, strong business centers and a supportive business community; and

WHEREAS, Fort Collins is a place where invention, innovation, and creativity thrives, making the community one of the nation’s top regions for business and careers and a great place for long-term investment; and

WHEREAS, businesses in Fort Collins provide quality jobs at all income levels and financially support the community’s non-profit organizations; and

WHEREAS, Techstars Startup Week and ARTup Week Fort Collins will feature over 100 free panels, presentations, networking events, and workshops to the business and startup community; and

WHEREAS, the City of Fort Collins is a proud sponsor of Techstars Startup Week and ARTup Week Fort Collins, which showcases the diversity of small and emerging businesses while striving to create an equitable playing field for all entrepreneurs; and

WHEREAS, the City appreciates businesses and entrepreneurs as community partners, job creators, problem solvers, and the great equalizer of representation and equity.

NOW THEREFORE, I, Wade Troxell, Mayor of the City of Fort Collins, do hereby proclaim the week of February 24, 2020 as

TECHSTARS STARTUP WEEK AND ARTUP WEEK
FORT COLLINS

in Fort Collins in honor of businesses in Fort Collins and the innovative workforce that they employ.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City of Fort Collins this 18th day of February, A.D. 2020.

__________________________________
Mayor

ATTEST:

___________________________________
City Clerk
WHEREAS, the League of Women Voters was founded in 1920 as a “mighty political experiment” by suffragist, Carrie Chapman Catt at the National American Women Suffrage Association; and

WHEREAS, its goal was to help the 20 million women who were guaranteed the right to vote by the 19th Amendment understand and carry out their new responsibility as voters; and

WHEREAS, with the success of this effort and tireless efforts over the last 100 years to strengthen and uphold its mission to empower voters and defend democracy, the League has become a trusted non-partisan organization; and

WHEREAS, the League has sponsored legislation to protect and strengthen voting rights, free and fair elections, health, civil rights, the environment, social welfare, campaign finance, climate change and civil liberties; and

WHEREAS, the League has consistently been noted for its nonpartisan election information, including sponsorship of candidate forums and information on state and local ballot issues, as well as the League’s commitment to register, educate and mobilize voters; and

WHEREAS, the League believes that active and engaged citizens, irrespective of gender, ethnicity or political affiliation are the hallmark of democracy and champions government systems that are open, transparent, inclusive and equitable.

NOW, THEREFORE, I, Wade Troxell, Mayor of the City of Fort Collins do hereby proclaim February 18, 2020 as

LEAGUE OF WOMEN VOTERS DAY

in honor of the League of Women Voters significant contribution to empowering voters and making democracy work.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City of Fort Collins this 18th day of February, A.D. 2020.

__________________________________
Mayor

ATTEST:

__________________________________
City Clerk
STAFF

Delynn Coldiron, City Clerk

SUBJECT

Consideration and Approval of the Minutes of the January 14, 2020 Adjourned Council Meeting.

EXECUTIVE SUMMARY

The purpose of this item is to approve the minutes from the January 14, 2020 Adjourned Council meeting.

ATTACHMENTS

1. January 14, 2020  (PDF)
ROLL CALL

PRESENT: Pignataro, Gorgol, Gutowsky, Summers, Stephens, Troxell, Cunniff
Staff present: Atteberry, Daggett, Coldiron

1. **Items Relating to the Montava Planned Unit Development Master Plan and Overlay. (Adopted on First Reading)**

   A. Public Hearing and First Reading of Ordinance No. 014, 2020, Approving the Montava PUD Master Plan and Montava PUD Overlay, ODP 180002.

   B. Resolution 2020-004 Amending the City’s Mountain Vista Subarea Plan.

   C. Resolution 2020-005 Amending the City’s Master Street Plan.

   D. Resolution 2020-006 Amending the City’s Parks and Recreation Policy Plan.

**Context:** This is the first of three items related to the Montava Planned Unit Development (PUD) included in the Council Agenda:

- This Agenda Item No. 1 presents the Montava PUD Overlay and Master Plan as well as amendments to relevant policy plans for Council consideration;
- Agenda Item No. 2 presents a Development Agreement Extending Vested Property Rights for the Montava PUD Overlay and Regarding Certain Terms of Development for Council’s consideration; and
- Agenda Item No. 3 presents a Development Agreement to Secure Public Benefits for Development of the Montava Metropolitan District for Council consideration.

**Purpose:** The purpose of this item is to consider the Montava PUD Overlay and Master Plan for approval. City Council is the decision maker on this application and three associated amendments to plans adopted by City Council. The PUD Overlay creates a zoning overlay that provides a framework for how Montava will develop over time based on the Master Plan. Each phase of Montava will require development applications for a project development plan (PDP) and a final plan that City staff will review for compliance with the Land Use Code (LUC), PUD Master Plan documents, and all applicable plans adopted by City Council. Each development application will be subject to review by the applicable decisionmaker as articulated in the PUD Master Plan documents with City Council acting as the appeal body.

**Process:** The City Council hearing for this item will follow the process outlined below. Public comment on all four items will be taken at one time:

- Overview of project by City staff
- Applicant presentation (suggested time: 45 minutes)
- Analysis of project by City staff (20 minutes)
- Public comment (on all four items)
- City Council deliberation

**Overview:** Montava is a proposed development to be located on approximately 999 acres in northeast Fort Collins. Currently, the land operates as an agricultural use.
Montava proposes a New Urbanist community. “New Urbanism” is a planning concept that promotes walkable communities with a mix of uses and different housing types. To achieve the goals of New Urbanism and the vision of the Mountain Vista Subarea Plan, Montava proposes the following:

- A series of phased developments organized by transect zones rather than the underlying zoning
- An interconnected network of streets and trails that accommodate all modes of travel
- Unique design standards for Montava
- Sites for schools, parks, and civic uses
- Integration of nature throughout the project, including a public Natural Area, ditch restoration, habitat enhancements, and stormwater improvements

The current zoning on the Montava site would not allow for the type of community outlined above. To achieve the community Montava envisions, the applicant is seeking approval for a PUD Overlay. PUD Overlays encourage coordinated master planning of large, multi-phased development projects:

- Modified design standards, densities, and land uses prescribed in the Land Use Code
- Phasing plans for how the property will develop over time
- Extended vesting for development standards proposed in the PUD Overlay and Master Plan

In exchange for this flexibility, applicants must demonstrate the development provides public benefits beyond a typical development and mitigates potential impacts on surrounding neighborhoods. Staff finds that the regulations proposed by Montava are unique and innovative to Fort Collins and responsive to City Plan policies related to vibrant, mixed neighborhoods. All the proposed standards work in concert to create a comprehensive framework for development along with public improvements and amenities commensurate with the scope of development. Absent a PUD Master Plan for this area, northeast Fort Collins would likely develop in a piece-meal fashion, with little coordination among property owners.

The City also has a series of policy plans that support the existing zoning pattern. As part of its PUD Overlay application, the applicant seeks amendments to three plans: The Mountain Vista Subarea Plan, Master Street Plan, and Parks and Recreation Policy Plan. These Plans align with the current zoning of the Montava site. Montava proposes amendments to these Plans so that Montava is in alignment with all applicable plans.

Staff recommends approval of the Montava PUD Overlay and Master Plan with the following conditions:

- Council approval of the proposed amendments to the Mountain Vista Subarea Plan, Master Street Plan, and Parks and Recreation Policy Plan;
- Developer compliance with conditions included in Ordinance No. 014, 2020 applicable to existing oil and gas wells on the property; and
- Developer compliance with conditions included in Ordinance No. 014, 2020 regarding parks and recreation.

Councilmember Gorgol disclosed she met with the applicant regarding affordable housing; however, they did not discuss the metro district.

Councilmember Cunniff disclosed he has had a handful of conversations with the developer; however, that will not impact his ability to participate in this discussion.

Mayor Troxell outlined the hearing process.

Tom Leeson, Community Development and Neighborhood Services Director, stated this project has been within the City's development process for several years and noted this is a master plan, which is an overall vision for the area and does not afford the developer any specific development rights. The Master Plan would be built out over many years through a series of smaller projects.
which will each need to come back through the development review process to be evaluated based on the Land Use Code.

Clay Frickey, Redevelopment Program Manager, stated the Montava property is about 999 acres in northeast Fort Collins and the proposal calls for a complete connected community development which will include a series of neighborhoods, community parks, school sites, working farm, town center, and office and industrial uses.

Lucia Liley, attorney for the applicant, stated a Planned Unit Development (PUD) master plan is a new tool in the City and this is the first presented to the Planning and Zoning Board and City Council. She briefly discussed the goals of a master plan.

Max Moss, developer, stated Montava is designed as a complete balanced community that supports the City's values and plans. He discussed housing needs and the importance of optimizing community design. He detailed various aspects of the development and commented on the affordable housing and natural areas components of the project. Mr. Moss also mentioned the metro district aspect of the development.

Angie Milewski, BHA Design, provided additional details of the proposed master plan and its alignment with City goals and objectives.

Ms. Liley detailed the ways in which the Master Plan complies with the City's PUD ordinance and noted the Planning and Zoning Board unanimously recommended approval of the Master Plan.

Frickey discussed the PUD process in the Land Use Code, proposed plan amendments to the Mountain Vista Subarea Plan, Master Street Plan and Parks and Recreation Policy Plan, Land Use Code compliance, and staff findings and recommendation. He noted required improvements will be assessed at each phase of development.

**CITIZEN COMMENT**

Bruce Smith expressed concern regarding unintended consequences of the development related to connectivity. He stated traffic is already an issue on Country Club Road.

Katherine Duchene Smith stated the current Montava plan creates costly leapfrog development requiring major offsite street and intersection improvements to mitigate traffic impacts. Country Club Road was not designed for the levels of traffic there now.

Carrie Cox stated existing traffic on Country Club Road and north Lemay Avenue is a threat to public safety and quality of life now and expressed concern about the traffic impacts of Montava.

Jim Moore expressed concern about the traffic on Country Club Road, stating it will be exacerbated by Montava.

Fred Zipp expressed concern about existing traffic and idling due to the railroad crossing at Vine and Lemay, stating it will be exacerbated by Montava. He requested Council revisit the traffic impact study and make required infrastructure improvements before allowing the development to proceed.

Dr. Christine Maslin Cole expressed concern about inadequate attention to infrastructure and the integration of Montava with existing neighborhoods. She expressed concern about traffic on
Country Club Road. She suggested Turnberry Road be extended south and requested Country Club Road not be extended into Montava.

Dale Leidheiser stated the Montava traffic impact study failed to address the implications of such a large development to area neighborhoods. He discussed safety issues that already exist on Country Club Road.

David Beede expressed concern with the traffic infrastructure planning and safety mitigation. He stated the power of the Master Plan should be used to plan and finance necessary infrastructure improvements.

Karen Beede requested Council represent its constituents.

Marti Leidheiser discussed threats to mobility, health, and safety of Fort Collins residents with the building of Montava. She discussed issues with existing train crossing delays, stating they will be exacerbated by Montava.

Ted Rosen expressed concern about the negative impacts Montava will have on already frustrating and dangerous conditions at railroad intersections in the area.

Victor Hurtado stated both the City and County are to ensure development projects provide adequate public facilities and services concurrent with the impacts of development.

Rick Bush expressed concern about traffic and possible water subsidies. He suggested the development should be put on hold until necessary infrastructure improvements are made.

Wendy Nero expressed concern about existing traffic on Country Club Road, stating it will be exacerbated by Montava. She discussed infrastructure improvement recommendations from a petition signed by residents.

Margaret Haas expressed concern there is no timeline for the identified roadway improvements and stated Country Club Road was not included in the traffic impact study.

Adam Eggleston stated a great deal of the traffic mitigation has already been addressed in various plans and stated this development is vital to the growth of Fort Collins.

Nan Sollo expressed concern about the limits of the transportation impact study and questioned what concrete plans are scheduled to address existing traffic issues that will be exacerbated by Montava in the entire northeast Fort Collins area.

Nick Armstrong discussed the need for affordable housing and announced a northeast Fort Collins vision meeting to be held January 29. He opposed piecemeal placemaking and stated solutions like Montava should be applied citywide.

Monica Longoria stated traffic and infrastructure issues need to be addressed prior to Montava being developed.

Doyle Thornton discussed traffic and train crossing issues in the area that would be exacerbated by Montava.
Kathleen Cosgrove Green questioned why no planning was done for the roads surrounding Montava. She discussed traffic and safety issues on Country Club Road.

Greg George questioned why the traffic impact study excluded Country Club Road and roadways south of Vine.

Steven Schaeffer expressed concerns related to water rates and safety. A development of this size should never have been developed without a grocery store and stated infrastructure should be in place prior to development.

Dennis Gatlin stated the City has the responsibility and duty to abide by the rules and boundaries of sewer service set by the North Front Range Water Quality Planning Association. Boxelder is in full support of the development and is prepared to provide service.

Terry Danielson discussed traffic issues in Fort Collins as a whole and expressed concern about water rates and property values.

Nick Koontz, Native Hill Farm, discussed the farm aspect of Montava.

Roger Hoffman expressed concern about the City trading certain goals such as long-term fiscal health, adequate public facilities, or overall quality of life for affordable housing. He is in alignment with the affordable housing goal, but this is not the way to go about it.

Kevin Jablonski discussed the goals of providing local, urban-based agriculture to the Montava site.

Richard Gutkowski expressed concern about traffic in the area and stated a path for transportation solutions needs to be identified.

Wylie Smith discussed a car that drove off Country Club Road and went through his back fence.

Richard Cox stated frustration has been building about existing issues regarding connectivity to northeast Fort Collins for decades.

Erin Ellis Mounsey recommended Council not approve the amended street plan as it is not comprehensive and has not addressed issues accurately. He expressed concern about life and safety issues.

Janet Malara commended the Montava concept, but construction should never have been allowed east of Turnberry without proper roadways in place. Preparations for roadways, water, sewer and cell service must be made and completed before the project can begin.

Marilyn Smith expressed concern regarding traffic on Country Club Road, stating it would be exacerbated by Montava.

Mike Goellner, Anheuser Busch Real Estate, provided history on Anheuser Busch and its role in master planned communities throughout the country. Traffic concerns regarding those communities were addressed as they developed and were never an issue. Anheuser Busch has considered hundreds of proposals for the land and this is the first it has approved to move forward.

Douglas Braden discussed the need for affordable and attainable housing in Fort Collins.
Susan McFaddin commended the development.

Patricia Babbitt commented on the need for transportation issues to be more thoroughly planned.

Linda Reager questioned where the residents of Montava will be working if it is a self-contained community. She also questioned the reality of a working farm in the Colorado climate.

Matt Drummont stated expressed concern regarding traffic in north Fort Collins and questioned why the Montava Traffic Impact Study did not address already overburdened intersections in the area.

Charles Kopp urged Council to put the Montava project on hold to allow additional public input and ensure Fort Collins does not bow to development pressures.

Amanda Lima commended the Montava project but agreed there are large infrastructure issues in the area. Montava should alleviate pressures on Country Club Road and provide safer and more efficient transportation.

Lisa Duncan encouraged fixing existing infrastructure before this development begins.

Lorin Bridger stated the traffic impact study for Montava is deficient.

Hamidah Glasgow expressed concern regarding traffic in the area and stated the development, though lovely, cannot be supported without proper connectivity.

Don Homan expressed concern about traffic in the area, particularly related to access to grocery stores.

Nate Miller commended the development but expressed concern that the development not utilizing the Boxelder Sanitation District would be costly or crippling to current residents and the District.

Will Rochelle opposed the use of “Native Hill Farm”, stating the project has not consulted with indigenous people.

Rich Stave commented on various issues related to the development.

Liz Zerga requested Council delay consideration of this plan pending traffic impact study revisions addressing existing delays caused by lack of grade separations at Vine and Timberline and Vine and Lemay.

Meliyanty Salim commented on various issues related to the development.

Heryanto Chandrawarman expressed concern regarding sewer infrastructure for the development and requested Council ensure Montava utilizes the Boxelder Sanitation District.

Mark Brown requested information regarding City and County coordination in relation to Country Club Road.

Clinton Wilson, Poudre Valley Community Farms, supported the urban agriculture aspect of Montava and stated there will be appropriate solutions for traffic issues in the area.
Tom Jubin commended the neighborhood concept, but stated it is not ready for development and commented on traffic and connectivity issues in the area.

Rory Heath stated connectivity issues need to be addressed on a systemic level.

Deborah Kohler expressed concern about the possible extension of Turnberry Road on the east property line of Adriel Hills but strongly supported the Montava development.

Ashley Rafiti commented on the need for infrastructure prior to the development of Montava.

Brent Ohlson commented on current traffic on Country Club Road that is the result of the Maple Hill development which also assured the community it would not impact area roadways.

Dave Cismoski stated he has been working with City staff regarding connectivity.

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

Mayor Troxell thanked the speakers and noted the importance of community input.

Ms. Liley stated the applicant is entitled to have the PUD Master Plan approved in accordance with the PUD ordinance and other applicable code requirements and there is nothing dictating any requirements with regard to water and sewer service at a master plan level. There are specific approval criteria in the PUD ordinance, none of which apply to specific traffic issues or solutions. Those items will be considered at the PDP level.

Mr. Moss stated he agrees with traffic related concerns brought by the speakers. The County and City need to engage with one another and noted the issues discussed are existing deficiencies. Montava can be part of the solution to the problems.

Ruth Rollins, Traffic Engineer, stated the traffic study is beyond adequate given its analysis and the technical requirements of a PUD master plan traffic study.

Mr. Moss requested anyone with concerns or questions contact him personally.

Martina Wilkinson, Traffic Operations Department, discussed the obligation for the PUD transportation review, stating it is to identify a roadway network that will function and meet standards upon buildout of the development. She discussed the proposed changes to the Master Street Plan and noted each phase of the project will be required to complete its own traffic impact study and will need to meet the City's adequate public facilities requirements prior to the first building permit being submitted. She also noted Country Club Road was never intended to be upgraded to an arterial and was therefore not part of the study.

Wilkinson noted the City would expect Montava to mitigate any impacts on Country Club Road regardless of its location in the County.

Mayor Troxell requested information regarding the Vine and Lemay overpass. City Manager Atteberry replied there has been progress on design, right-of-way acquisition, and early stages of construction have occurred; however, the project has yet to acquire full funding though it is likely to be a priority in the next budget.
Mayor Pro Tem Stephens asked if neighbors have been, or will be, engaged in discussions related to Country Club Road. Wilkinson replied all neighbors are encouraged to participate in discussions regardless of whether they are in the City or County.

Mayor Pro Tem Stephens commended the demeanor of the speakers and requested life and safety issues be addressed, particularly with relation to schools.

Councilmember Pignataro asked about train track relocation. Wilkinson replied the City has no control over the track location and discussed planned mitigation measures.

Councilmember Cunniff noted there are several existing deficiencies in the area already and asked about the unfunded amount for the Master Street Plan, specifically for northeast Fort Collins. Chad Crager, City Engineer, replied he would like to return with more detailed information prior to Second Reading.

Mr. Frickey stated he wants to assure community members that all mentioned amenities are permitted uses and he discussed connectivity issues and Climate Action Plan compliance.

Councilmember Gutowsky stated it appear most transportation issues will be addressed at the PDP phases but stated the main concern of many of the speakers is that waiting for those phases does not seem to match the urgency of issues in the area. She asked about the feasibility of Council directing an expansion of the traffic impact study in order for some of these concerns to be addressed now. Wilkinson replied specific areas of concern related to existing operational or safety issues should be reviewed and addressed by either the County or City, and those items should not necessarily be related to a development proposal as they are existing conditions. She noted the PUD standards have no requirement for intersection evaluation.

Councilmember Gutowsky discussed safety concerns brought up by citizens particularly relating to the mobility of emergency vehicles. She does not see current residents being able to have the same wonderful lifestyle promised by Montava.

Councilmember Cunniff stated the County Commissioners should be made aware of semitruck traffic on Country Club Road. City Manager Atteberry replied he would share that with the County and asked Wilkinson if she has had any conversations about the semitruck ban with the Sheriff's Office or Police Services. Wilkinson replied the County Commissioners have passed the official ban on semitruck traffic on Country Club Road and stated she would coordinate with the County on an enforcement plan.

Councilmember Cunniff asked about the requested zoning change for the buffer around Budweiser from industrial to mixed-use. Frickey replied that buffer was originally requested by Anheuser Busch to ensure the brewery was mitigating its impact on surrounding uses. The proposed natural area that would go into that buffer area is wider than what the buffer would have been in certain areas and is narrower in certain areas. Frickey also noted the working farm would provide additional buffering on the north end of the site.

Councilmember Cunniff expressed concern about the areas where the buffer narrows, noting odor and noise impacts increase dramatically with a narrower buffer. He expressed concern that homes built closer to the brewery will experience industrial noise, truck traffic, train deliveries, and associated issues. He stated he would like additional information on those concerns and requested information on the toxicity of industrial chemicals used in the brewing process.
Councilmember Cunniff asked if the natural areas are being structured as a planning and zoning requirement or as a future cooperative agreement with the developer. Frickey replied it is not a Land Use Code requirement and requested Natural Areas staff address the question. John Stokes, Natural Areas Director, replied there is currently a conceptual agreement for a 120-acre parcel that has a great deal of habitat potential, as well as the ability to link via a trail connection to a conservation easement to the north of the Montava property.

Councilmember Cunniff asked about the amount of restoration that would be necessary for the proposed natural area. Stokes replied quite a bit of bare ground farmland has been restored over time and this site is a bit more complicated due to stormwater issues, which will be addressed by the developer.

Councilmember Cunniff asked about the timeline for entering into the agreement. Stokes replied it is dependent on the schedule of the developer; however, the City could take it on at any time.

Councilmember Cunniff requested an estimate of how much staff time has been spent to date on the Montava PUD prior to Second Reading.

Councilmember Cunniff stated he is strongly opposed to using City Utility water or wastewater in this area as he does not see any benefit to the existing ratepayers of those utilities, and it would be detrimental to their interest in that the City would not be charging the developer the correct amount to offset the replacement cost of its senior water rights.

Councilmember Gutowsky asked the developer at what point he became aware the Boxelder and ELCO utility services were much more expensive than the City services and why he may opt to not use the providers that service the area. Mr. Moss replied it was obvious that water and sewer were an issue from the beginning as the water on the site was dedicated by Anheuser Busch. He stated Fort Collins utilities have higher standards offered at better rates. He wants to solve these issues with ELCO and Boxelder and would never propose anything that would hurt existing ratepayers.

Councilmember Gutowsky discussed comments made by Boxelder ratepayers that they are currently paying much higher rates in anticipation of Montava utilizing Boxelder services and it could be detrimental to those ratepayers if that does not occur.

Councilmember Gorgol asked about the integration of Transfort and public transportation. Frickey replied the long-term plan identifies a transit stop around the Timberline and Mountain Vista intersection. Mr. Moss replied Montava aims to be a community that enables transit.

Councilmember Summers noted Anheuser Busch dedicated water to the City of Fort Collins for this site.

Councilmember Gorgol asked how industrial uses would be addressed near schools. Frickey replied proposed uses would go through the normal development review processes. The PUD design standards identifies the level of review for each use in each transect zone. He noted there are also Land Use Code requirements related to buffering between incompatible uses.

Councilmember Gorgol asked if the developer is seeking an increase in allowed LMN density without having to provide the affordable housing gap. Frickey replied Montava is proposing a
community-wide density that would start at the high range of the LMN zone district, which is up to 12 units per acre when affordable housing is provided. He stated the proposal is for most of the development to be denser than that on a net basis without the affordable housing component.

Councilmember Gorgol asked who will be building the affordable dwelling units. Frickey replied the master plan does not get into those specific, which is why the master plan provides a range for the number of affordable units that may likely occur.

Councilmember Gorgol asked if affordable units are eligible to be short-term rentals. Frickey replied Montava would allow short-term rentals on a primary basis, meaning the property owner lives on the same lot as the short-term rental. It would not allow non-primary short-term rentals.

Councilmember Pignataro requested clarification on the existing oil wells on the property. Stephanie Blochoviak, Environmental Planner, replied it is the understanding of City staff that the wells were drilled but never produced. She noted one of the wells was drilled in 1925; therefore, there is very limited data on that particular well. Mr. Moss replied he met with Colorado Oil and Gas Conservation Commission (COGCC) staff on site and it was determined the 1925 well was likely drilled by a homeowner and not for an industrial use.

Councilmember Pignataro asked if the wells pose any danger, who states what those dangers are, and who is paying them to do so. Blochoviak replied there are completed studies outlined in the Land Use Code for any reduction in buffers and the reports for this site did not exceed Environmental Protection Agency or Colorado Department of Public Health and Environment standards in terms of risk for human health. She noted subsequent testing will occur. Mike Hickey, COGCC, stated there was no regulation in the state until the mid-1950s; therefore, it cannot be determined exactly what is in the ground below the 1925 well. State staff has seen other wells of that vintage and is aware of what is needed to plug them.

Mayor Pro Tem Stephens asked if Council will be reviewing PDPs as they come in. Frickey replied those would all proceed based on the level of review outlined in the PUD master plan design guidelines. Typically, the reviewer would be either a hearing officer or the Planning and Zoning Board. Council would only see another Montava item if a major amendment to the PUD overlay were proposed or if one of the PDP projects gets appealed.

Mayor Pro Tem Stephens asked how concerned members of the public will be made aware of traffic issues being dealt with as PDPs come forward. Frickey replied neighbors will be notified through the regular notification process based on Land Use Code and development review criteria.

Mayor Pro Tem Stephens discussed the importance of ensuring the City is doing its due diligence to inform neighbors of how PDPs are proceeding, particularly related to traffic concerns.

Councilmember Summers noted the traffic concerns are current and the Montava development cannot addresses current traffic concerns. He discussed the importance of citizens contacting Council and the County about more funding for roads and construction.

Councilmember Cunniff stated this is a good plan that has been put together with the best of intentions by the development team. Unfortunately, it comes in the context of an area of the city that has been underserved by its local governments. He expressed concern with changing the City Plan and zoning for the PUD and with the amount of staff time that has been spent trying to enable
the project. He discussed the increase in cost of senior water rights and noted this development is not within the Fort Collins water utility service plan.

Councilmember Summers stated his point is that the City of Fort Collins received water from Anheuser Busch. Councilmember Cunniff replied the purpose of that needs additional research.

Councilmember Cunniff stated existing constituents need to be served prior to prioritizing a development that exists on paper.

Mayor Troxell stated processes, including the PUD master plan process, have been put in place to enable a project that meets the City's high expectations for development. The concerns heard tonight are not about the item at hand. Approving the PUD will help get traffic issues addressed.

Mayor Pro Tem Stephens asked if the ordinance could include a requirement regarding PDP notification. City Attorney Daggett replied she would like to return with that inclusion at Second Reading.

Mayor Pro Tem Stephens made a motion, seconded by Councilmember Summers, to adopt Ordinance No. 014, 2020, on First Reading.

Councilmember Cunniff asked if an adjustment to the timing of connecting Country Club Road to the development after the completion of Turnberry could be included in Second Reading. City Attorney Daggett replied there is more than just Montava involved in triggering that roadway. She stated the ordinance may be able to describe in more detail how the traffic analysis of the Montava impacts would lead to requirements for Turnberry. Wilkinson suggested a condition of approval could be attached to the PUD for the timing of the connection of Country Club Road.

Councilmember Pignataro thanked the speakers and stated she would hope to find some way to address traffic issues for existing residents and to ensure residents are made aware of PDPs as they come in. She also noted there was unanimous support for the project by reviewing Boards and Commissions.

Councilmember Gorgol stated she will support the motion as this is a good vision for a large area of land. She looks forward to having more detailed conversations moving forward.

Councilmember Gutowsky stated she would not support the motion though she commended the plan and stated the metro district allows the City a level of control over requirements that are unique to community values. She would like to see some assurance that Council will be able to deliver on the solutions needed by residents of this part of the city for Second Reading.

Councilmember Cunniff stated his specific concern with the PUD is his lack of understanding of the risks of reducing the buffer near the Budweiser plant for residential use.

Councilmember Summers commended Mr. Moss and his team for putting together a PUD that represents Fort Collins' values. He noted the project will be built out over decades and discussed the importance of involving existing residents in the PDP processes.

Mayor Pro Tem Stephens thanked the speakers and discussed the ways in which this plan meets City objectives. She stated traffic and congestion issues will be addressed as PDPs come forward.
Mayor Troxell stated he would support the motion and commended the plan and ability to have the PUD process as a mechanism. He stated this development provides the opportunity to aid the traffic and congestion issues in the area.

RESULT: ORDINANCE NO. 014, 2020, ADOPTED ON FIRST READING [5 TO 2]
MOVER: Kristin Stephens, District 4
SECONDER: Ken Summers, District 3
AYES: Pignataro, Gorgol, Summers, Stephens, Troxell
NAYS: Gutowsky, Cunniff

Mayor Pro Tem Stephens made a motion, seconded by Councilmember Summers, to adopt Resolution 2020-004.

RESULT: RESOLUTION 2020-004 ADOPTED [6 TO 1]
MOVER: Kristin Stephens, District 4
SECONDER: Ken Summers, District 3
AYES: Pignataro, Gutowsky, Gorgol, Summers, Stephens, Troxell
NAYS: Cunniff

Mayor Pro Tem Stephens made a motion, seconded by Councilmember Summers, to adopt Resolution 2020-005.

RESULT: RESOLUTION 2020-005 ADOPTED [6 TO 1]
MOVER: Kristin Stephens, District 4
SECONDER: Ken Summers, District 3
AYES: Pignataro, Gutowsky, Gorgol, Summers, Stephens, Troxell
NAYS: Cunniff

Mayor Pro Tem Stephens made a motion, seconded by Councilmember Summers, to adopt Resolution 2020-006.

RESULT: RESOLUTION 2020-006 ADOPTED [6 TO 1]
MOVER: Kristin Stephens, District 4
SECONDER: Ken Summers, District 3
AYES: Pignataro, Gutowsky, Gorgol, Summers, Stephens, Troxell
NAYS: Cunniff

Mayor Troxell stated Council will consider the Second Reading of Ordinance No. 014, 2020 on February 18, 2020.
Motion to Extend Past 12:00 AM

Councilmember Cunniff made a motion, seconded by Councilmember Pignataro, to suspend the rules to continue the meeting past midnight to consider the remainder of the items on the agenda.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Ross Cunniff, District 5
SECONDER: Julie Pignataro, District 2
AYES: Pignataro, Gorgol, Gutowsky, Summers, Stephens, Troxell, Cunniff

2. First Reading of Ordinance No. 015, 2020, Adopting a Development Agreement Extending the Term of Vested Rights for the Montava PUD Overlay and Regarding Certain Terms of Development Within the Montava PUD Overlay. (Adopted on First Reading)

The purpose of this item is for Council to consider the development agreement regarding the Montava Planned Unit Development (PUD) Overlay to extend the term of vested rights from three years to twenty-five years and to adopt certain terms regarding development within the Montava PUD Overlay. The Council process for considering this item is as follows:

- City staff presentation
- Applicant presentation (suggested time: 10 minutes)
- Public comment
- Council deliberation

Mayor Troxell outlined the hearing process for the item.

Tom Leeson, Community Development and Neighborhood Services Director, stated this ordinance would adopt a development agreement extending the term of vested rights for the Montava PUD overlay. A vested property right is the right to undertake and complete the development and use of the property under the terms and conditions of a site-specific development plan. The extension of the vesting for this property to 25 years has been determined by the Director to be justified.

Lucia Liley, attorney representing the applicant, discussed the history and purpose of the vested property right statute within Colorado. She stated Montava meets all the statutory purposes and language warranting long-term vesting and detailed the items that are not vested.

Rich Stave questioned whether this would extend the right for the developer to make changes to the agreement which was just put forth. He also questioned what the citizens of Fort Collins are giving up in allowing the vesting to be increased to 25 years and asked if the vesting extension remains with the property regardless of the ownership.

Nick Armstrong reiterated the idea of interagency cooperation over time to ensure property utility service and roadway connections.

Councilmember Pignataro noted most developments can start and finish within three years whereas this one cannot. She asked what kinds of protections are inherently in place within this process without the consent of other property owners. Leeson replied the PUD Master Plan is the approval for the long period and it is likely Mr. Moss will sell off portions of the property to other developers. Amendments can be made without necessarily getting their approval; therefore, as new property owners come it, they are not able to influence the outcome of those amendments.
Councilmember Pignataro asked if the owner was the School District. Ms. Liley replied there is a specific exception for the school and no amendment that would affect the School District property can be initiated without the consent of the School District. She noted there are additional exceptions as well.

Councilmember Gutowsky asked why the 25-year number was selected. Ms. Liley replied it is based on the size of the property, the projected number of phases, and looking at reasonable absorption rates.

Mayor Pro Tem Stephens made a motion, seconded by Councilmember Summers, to adopt Ordinance No. 015, 2020, on First Reading.

Councilmember Cunniff stated he will not support the motion as he did not support the PUD.

Mayor Troxell stated he will support the vesting extension as it is an important complimentary component to the master plan and the execution of the vision.

RESULT: ORDINANCE NO. 015, 2020 ADOPTED ON FIRST READING [5 TO 2]
MOVER: Kristin Stephens, District 4
SECONDER: Ken Summers, District 3
AYES: Pignataro, Gorgol, Summers, Stephens, Troxell
NAYS: Gutowsky, Cunniff

The purpose of this item is to consider approval of the “Development Agreement to Secure Public Benefits for Montava Planned Unit Development Master Plan” (Public Benefits Agreement). The Public Benefits Agreement is between the City and HF2M, Inc., a Texas corporation and real estate developer (Developer). The Developer is seeking to develop approximately 999 acres of land in northeast Fort Collins (Montava Property) as a planned unit development (PUD) under the City’s Land Use Code to be known as the Montava PUD Master Plan (Montava PUD). The City Council is considering at this meeting in Agenda Item No. 1, Ordinance No. 014, 2020, which, if adopted, will approve the Montava PUD.

In connection with its development of the Montava Property, in 2018 the Developer submitted to the City its application to organize Montava Metropolitan District Nos. 1-7 (Metro Districts). At a public hearing on September 25, 2018, the City Council adopted Resolution 2018-083 approving the “Consolidated Service Plan for Montava Metropolitan District Nos. 1-7,” the document which outlines and governs the Metro Districts’ powers and authority (Service Plan).

The Metro Districts have been organized by the Developer primarily for the purpose of financing many of the public improvements needed to develop the Montava Property, such as streets, utilities and parks. However, the Service Plan also provides that before the Metro Districts can impose a property tax mill levy or borrow any money to finance the construction of these public improvements, the Developer must enter into an agreement with the City to secure the provision of certain “Public Benefits.” These Public Benefits are described in the Service Plan as: (i) large-scale comprehensive master planning; (ii) new urbanism; (iii) agri-urban development; (iv) zero energy ready homes; (v) non-potable water system; and (vi) affordable/workforce housing. The proposed Public Benefits Agreement, which is attached as Exhibit D to the Resolution, sets forth the terms and conditions by which the Developer’s provision of these Public Benefits is secured as contemplated in the Service Plan. Staff has reviewed the Public Benefits Agreement to ensure it conforms to the Service Plan.
The Council process for considering this item is as follows:

- City staff presentation
- Applicant presentation (suggested time: 10 minutes)
- Public comment
- Council deliberation

Mayor Troxell outlined the public benefits sought by this development, which are described in the service plan as smart growth management through: large-scale, comprehensive master planning, New Urbanism, agri-urban development, energy zero ready homes, a non-potable water system, and affordable workforce housing. He outlined the process for the hearing.

Josh Birks, Economic Health Director, stated this Resolution would approve the public benefits agreement. He noted this is a required step of the metro district process and it creates a legal obligation and performance assurances that the developer will satisfy the public benefits promised in the service plan. It also creates enforcement mechanisms.

Birks discussed the public benefits commitments set to be provided.

Lucia Liley, attorney representing the applicant, stated there is an approved service plan and approved public benefits. She also discussed changes to the approved service plan, including the use of the non-potable water system for not only common areas but for all feasible private yards.

Rich Stave stated most items listed as public benefits are specific to the buyers of these pieces of property, not necessarily to the public in general. He discussed an attachment related to the conceptual opinion of cost and asked how this benefits the citizens of Fort Collins in general.

Nick Armstrong stated metro districts are feasible in Fort Collins. One of the bigger public benefits that Montava has brought to light is the operation of the utility districts. Boxelder ratepayers are already paying for speculative development.

Councilmember Cunniff asked about specific requirements, particularly around affordable housing, and if they differ from what was included in the metro district plan approval in 2018. Birks replied the service plan contemplated and defined 65% of the affordable units would be delivered before additional permits for market-rate units could be pulled. The only change is that the number of units to get to that threshold has increased because the overall commitment on affordable housing has increased.

Councilmember Cunniff expressed concern that 2,000 market-rate units could be built without any of them being the affordable units. Birks replied that is the case, but noted the affordable units must be provided prior to moving forward with the second half of the market-rate units.

Councilmember Cunniff asked if the affordable units will have been rolled into market-rate units by the end of the vesting period if they are built at the beginning of the process. Birks replied that would be possible; however, multi-family affordable units tend to have longer than 20-year covenants, or covenants could be renewed before being allowed to lapse. He noted the commitment is for a minimum of 20-year covenants.

Councilmember Gorgol requested information as to why an outside affordable housing provider, Pacific Builders, was selected rather than a local provider. Mr. Moss replied most master planned communities such as this are not done in communities as small as Fort Collins; therefore, there is
more risk here. Pacific Builders is one of the largest affordable housing developers in the country and it has a personal relationship to one of the primary developers in Montava. He also noted Pacific Builders is a joint venture partner for all of Montava.

Councilmember Gorgol expressed concern about a back-up plan should private activity bonds or CDBG funds not be granted to this development. Mr. Moss replied he recently had a meeting with Housing Catalyst, Pacific Builders, and City staff and he is looking forward to a relationship with Housing Catalyst. Caleb Rupe, Pacific Builders, stated about 75-80% of his projects involve a partnership with local companies, primarily non-profits. He is attempting to work hand-in-hand with Housing Catalyst while not crowding out local providers of affordable housing. His goal is to develop innovative solutions to not only meet Montava’s affordable housing goals, but to exceed them.

Councilmember Gorgol asked how it can be ensured that the units actually are affordable, as the way the agreement is structured, half of the units could be built at 120% AMI and the other half at 80% AMI, which would basically result in no truly affordable units. Mr. Moss replied the commitment is to a minimum of 600 units, 300 of which are 30-80% AMI. Mr. Rupe replied the funding sources drive the AMI targeting and the important thing for Montava is to be financing-flexible so as to be able to take advantage of any opportunities that emerge.

City Attorney Daggett clarified the agreement does specify that affordable units are to be affordable for 20 years from the date of the original certificate of occupancy for that unit.

Councilmember Cunniff suggested it may be worth exploring having an interim goal for the number of affordable units prior to 65% at halfway through build-out. He also suggested a longer deed restriction may be worth exploring.

Ms. Liley noted there is already an approved service plan with approved public benefits and these changes would amend the service plan, although that is really not under consideration here.

Mr. Rupe stated his team has concluded a perpetual affordability period is feasible to the extent that any project utilized public funding or public resources. His team is also proposing an average of 60% AMI through the 300 units in the 30-80% AMI bracket. Mr. Rupe stated his team would also agree to a proposal wherein the amount of affordable housing would be delivered based on the number of market-rate units delivered, or percentage thereof.

Councilmembers Gorgol and Summers commended the proposals.

City Attorney Daggett stated some type of more specific increment needs to be developed as part of the third proposal. Mr. Rupe replied affordable units would be delivered at every 1,000 market-rate units.

City Attorney Daggett presented the proposed amended language for the resolution.

Mayor Pro Tem Stephens made a motion, seconded by Councilmember Gorgol, to adopt Resolution 2020-007 as amended to include the proposed amended language.
Councilmember Cunniff stated he has serious concerns about metro district policies and financing; however, as this metro district is already approved, these changes do make it more beneficial for citizens.

Councilmember Gorgol thanked the applicant and team for showing their dedication to these goals.

Mayor Troxell thanked the applicant.

Mayor Pro Tem Stephens commended the outcomes the project will provide.

**RESULT:** RESOLUTION 2020-007 ADOPTED AS AMENDED [UNANIMOUS]

**MOVER:** Kristin Stephens, District 4

**SECONDER:** Emily Gorgol, District 6

**AYES:** Pignataro, Gorgol, Gutowsky, Summers, Stephens, Troxell, Cunniff

**OTHER BUSINESS**

City Manager Atteberry stated the City Utilities coordinate significantly with the various utility districts and he will provide a memo to Council on those relationships.

**ADJOURNMENT**

The meeting adjourned at 1:40 AM.

______________________________
Mayor

ATTEST:

______________________________
City Clerk
AGENDA ITEM SUMMARY
February 18, 2020

STAFF
Perrie McMillen, Mediation/Restorative Justice Supervisor
Bronwyn Scurlock, Legal

SUBJECT
Second Reading of Ordinance No. 021, 2020, Making Appropriations and Authorizing Transfers of Appropriations for the Restorative Justice Services Program.

EXECUTIVE SUMMARY
This Ordinance, unanimously adopted on First Reading on February 4, 2020, appropriates grant revenue to fund Restorative Justice Services within Community Development and Neighborhood Services (CDNS). A grant in the amount of $33,803 has been awarded from the Colorado Division of Criminal Justice (DCJ) Juvenile Diversion fund for the continued operation of Restorative Justice Services, which includes the RESTORE program for shoplifting offenses, the Restorative Justice Conferencing Program (RJCP) and the Reflect Program for all other offenses.

STAFF RECOMMENDATION
Staff recommends adoption of the Ordinance on Second Reading.

ATTACHMENTS
1. First Reading Agenda Item Summary, February 4, 2020   (PDF)
2. Ordinance No. 021, 2020   (PDF)
AGENDA ITEM SUMMARY  
City Council  
February 4, 2020

STAFF

Perrie McMillen, Mediation/Restorative Justice Supervisor  
Bronwyn Scurlock, Legal

SUBJECT

First Reading of Ordinance No. 021, 2020, Making Appropriations and Authorizing Transfers of Appropriations for the Restorative Justice Services Program.

EXECUTIVE SUMMARY

The purpose of this item is to appropriate grant revenue to fund Restorative Justice Services within Community Development and Neighborhood Services (CDNS). A grant in the amount of $33,803 has been awarded from the Colorado Division of Criminal Justice (DCJ) Juvenile Diversion fund for the continued operation of Restorative Justice Services, which includes the RESTORE program for shoplifting offenses, the Restorative Justice Conferencing Program (RJCP) and the Reflect Program for all other offenses. This amount is the remainder of the total 2019-2020 amount of $67,612. The first portion, $33,809, was appropriated through the 2019 Annual Adjustment Ordinance. This second portion covers expenses incurred January 1, 2020-June 30, 2020. The total grant amount is being appropriated in two separate Ordinances due to changes in state law, which affected the state grant award process. State partners were only able to guarantee half the grant funds in 2019, and then later guaranteed the second half of the funds.

The required local match is $22,537, which is 25% of the total funding. This will be met by appropriating $5,370 in cash match funds from the CDNS operating budget previously designated for Restorative Justice Services. No cash match funds for this grant were appropriated in 2019, so this cash match appropriation meets the requirement. The rest of the match is in-kind, designated from the City in the form of office space for grant funded services; $8,584 in office space was met in 2019, and the remaining $8,584 in office space will be met in 2020. The grant period is July 1, 2019, to June 30, 2020. This is the third year in a 3-year cycle for the Juvenile Diversion grant.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

Restorative Justice Services and its three programs, RESTORE for shoplifting offenses, RJCP (Restorative Justice Conferencing Program) and Reflect Program for all other offenses, has been partially grant funded since its inception in 2000. The Council accepts, on an annual basis, grant funds from Colorado Division of Criminal Justice to support its Restorative Justice Services program. This grant helps fund youth referred to the program from the 8th Judicial District Attorney’s Office. Since it began, Restorative Justice Services has provided a restorative justice alternative to more than 3,000 young people who committed chargeable offenses in our community.

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

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

Without grant funding and the support of the City, Restorative Justice Services would not be a service available to young people and their families, crime victims, the courts, law enforcement, and the community.

**CITY FINANCIAL IMPACTS**

The additional grant funds in the amount of $33,803 from DCJ, Juvenile Diversion Grants, provides funding for the continuation of Restorative Justice Services. The match requirement will be met by appropriating $5,370 from the CDNS operating budget, previously designated for Restorative Justice Services. The rest of the match is in-kind; $17,168 (on an annual basis) is designated from the City in the form of office space provided for grant funded services.
ORDINANCE NO. 021, 2020
OF THE COUNCIL OF THE CITY OF FORT COLLINS
MAKING APPROPRIATIONS AND AUTHORIZING TRANSFERS OF
APPROPRIATIONS FOR THE RESTORATIVE JUSTICE SERVICES PROGRAM

WHEREAS, the Colorado Division of Criminal Justice ("DCJ") Juvenile Diversion fund has awarded the City a grant in the amount of $33,803 for the continued operation of Restorative Justice Services; and

WHEREAS, Restorative Justice Services includes the RESTORE program for shoplifting offenses, and the Restorative Justice Conferencing Program and Reflect Program for all other offenses; and

WHEREAS, DCJ requires a local match of $22,537, which will be met by appropriating $5,370 in cash match funds from the Community Development and Neighborhood Services’ operating budget; and

WHEREAS, the remainder of the match is in-kind in the amount of $17,168, and designated by the City in the form of office space for grant funded services; and

WHEREAS, the appropriation benefits public health, safety and welfare of the citizens of Fort Collins and serves the public purpose of continuing Restorative Justice Services within Community and Neighborhood Services; and

WHEREAS, Article V, Section 9, of the City Charter permits the City Council to make supplemental appropriations by ordinance at any time during the fiscal year, provided that the total amount of such supplemental appropriations, in combination with all previous appropriations for that fiscal year, does not exceed the current estimate of actual and anticipated revenues to be received during the fiscal year; and

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

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

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:
Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That there is hereby appropriated from unanticipated grant revenue in the General Fund the sum of THIRTY-THREE THOUSAND EIGHT HUNDRED THREE DOLLARS ($33,803) for expenditure in the General Fund, Restorative Justice Services grant project, for the Restorative Justice Services program and appropriated therein.

Section 3. That the unexpended appropriated amount of FIVE THOUSAND THREE HUNDRED SEVENTY DOLLARS ($5,370) is hereby authorized for transfer from the Neighborhood Services operating budget in the General Fund to the grant project for the Restorative Justice Services program and appropriated therein.

Introduced, considered favorably on first reading, and ordered published this 4th day of February, A.D. 2020, and to be presented for final passage on the 18th day of February, A.D. 2020.

__________________________________
Mayor

ATTEST:

__________________________________
City Clerk

Passed and adopted on final reading on the 18th day of February, A.D. 2020.

__________________________________
Mayor

ATTEST:

__________________________________
City Clerk
AGENDA ITEM SUMMARY
February 18, 2020

STAFF

Judge Kathleen M. Lane, Chief Judge
Ingrid Decker, Legal

SUBJECT

Second Reading of Ordinance No. 022, 2020, Amending Chapter 19 of the Code of the City of Fort Collins Regarding Municipal Court.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on February 4, 2020, amends Chapter 19 of the City Code, which governs Municipal Court procedures, to bring the City Code into alignment with current Court practices and legal requirements.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

ATTACHMENTS

1. First Reading Agenda Item Summary, February 4, 2020 (PDF)
2. Ordinance No. 022, 2020 (PDF)
AGENDA ITEM SUMMARY
City Council
February 4, 2020

STAFF
Judge Kathleen M. Lane, Chief Judge
Ingrid Decker, Legal

SUBJECT
First Reading of Ordinance No. 022, 2020, Amending Chapter 19 of the Code of the City of Fort Collins Regarding Municipal Court.

EXECUTIVE SUMMARY
The purpose of this item is to make various updates to Chapter 19 of the City Code, which governs Municipal Court procedures, to bring the City Code into alignment with current Court practices and legal requirements.

STAFF RECOMMENDATION
Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION
Chapter 19 of the City Code governs procedures for criminal and civil cases in Municipal Court. In 2019 the City Attorney’s Office and Municipal Court staff began a review of Chapter 19 to determine whether it needed any updates to bring it into alignment with current legal standards or preferred Court practices. Based on that review, staff is recommending amendments to Chapter 19 that would accomplish the following:

- Update references to the Judge to reflect the 2017 amendment to the City Charter creating the title of “Chief Judge”
- Delete references to person’s being imprisoned for failing to pay fines, as this is no longer accepted practice
- Other minor changes that reflect the Municipal Court’s preferred practices.

A proposed addition to Section 19-3(b) would clarify that the Court’s adoption of the Colorado Rules of Civil Procedure is not meant to create any new civil causes of action in Municipal Court. This change is based on the experience of the Temporary Judge who handles civil cases filed in Municipal Court and has found that without this limiting language parties to these cases try to utilize procedures that are not appropriate to this discrete class of cases.

CITY FINANCIAL IMPACTS
The recommended changes will not result in any impacts to the City’s financial resources.
ORDINANCE NO. 022, 2020
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING CHAPTER 19 OF THE CODE OF THE CITY
OF FORT COLLINS REGARDING MUNICIPAL COURT

WHEREAS, Chapter 19 of the City Code governs procedures for criminal and civil cases in Municipal Court; and

WHEREAS, many provisions in Chapter 19 have not been updated in over a decade; and

WHEREAS, in 2019 Municipal Court staff and the City Attorney’s Office began a systematic review of Chapter 19 to determine whether any amendments are needed to bring the City Code into alignment with current Court practices and legal requirements; and

WHEREAS, based on that review, City staff is recommending the following changes:

• Updates to reflect the 2017 amendment to the City Charter creating the title of “Chief Judge”;
• Clarification that the Court’s adoption of the Colorado Rules of Civil Procedure is not meant to create any new civil causes of action in Municipal Court;
• Deletion of references to a person’s being imprisoned for failing to pay fines, as this is no longer accepted practice, and the Court does not do so; and
• Other minor changes that reflect the Municipal Court’s preferred practice; and

WHEREAS, the City Council finds that the proposed changes are in the best interest of the City and its citizens.

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

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

Section 2. That the definition of “Municipal Judge” in Section 19-1 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 19-1. - Definitions.

... Municipal Judge shall mean and include the Chief Judge, Assistant Municipal Judge(s), and Temporary Judge(s), unless the context requires otherwise.

Section 3. That Section 19-3 of the Code of the City of Fort Collins is hereby amended to read as follows:
Sec. 19-3. - Rules of procedure.

...

(b) The Colorado Rules of Civil Procedure, as amended, shall govern the procedures in Municipal Court in all civil actions for a cause arising under the Charter, Code and City ordinances and as needed for the Municipal Court to determine whether it has jurisdiction over a cause in a civil action, but not for actions for violations, offenses and infractions of the Charter, Code and City ordinances which are to be governed by the procedures established in Subsection (a) of this Section. References to the district court in the Colorado Rules of Civil Procedure shall be deemed to refer to the Municipal Court. In addition, the Municipal Court shall liberally construe, administer and apply these rules as applicable in each civil action to secure the just, speedy and inexpensive determination of that civil action. In these civil actions, the Municipal Court shall be vested with the full authority to provide civil remedies, including, without limitation, equitable, injunctive and declaratory relief and to award costs and attorney fees to the full extent permitted by law. It shall also have the power in those actions to compel the attendance of witnesses, to punish for contempt of court and to enforce any award of equitable, declaratory or injunctive relief through its contempt power in accordance with the applicable provisions of the Colorado Rules of Civil Procedure, as amended. This Section is not intended to create any new causes of action in the Municipal Court, nor to provide procedures or relief beyond those contemplated by Rule 106(a)(4) of the Colorado Rules of Civil Procedure to actions undertaken strictly within the sphere of matters that are of the City’s local or municipal concern.

Section 4. That Section 19-4 of the Code of the City of Fort Collins is hereby amended by deleting it in its entirety.

Section 5. That Section 19-5 of the Code of the City of Fort Collins is hereby renumbered as Section 19-4 and amended to read as follows:

Sec. 19-4. - Contempt of court.

...

(c) Out of presence of Court. When it appears to the Municipal Court by motion supported by affidavit that a contempt has been committed out of the presence of the Municipal Court, the Municipal Court may ex parte order a citation to issue to the person so charged to appear and show cause at a time designated why he or she should not be punished for contempt. The citation and a copy of the motion and affidavit shall be served upon such person within a reasonable time before the time designated. If such person fails to appear at the time so designated, or if the Municipal Court so orders when the citation is issued or thereafter, a warrant for his or her arrest may be issued. Such warrant shall fix the time for the production of such person in Court. The Municipal Court shall direct by endorsement thereon the amount of the bail required. If such person is arrested under the warrant issued by the Municipal Court, makes bond and fails to appear at the time designated in the warrant, or at any time to which the hearing may be continued, the bond may be forfeited, and the amount thereof, to the extent of the damages suffered by the contempt, shall be
paid to the person damaged thereby, which person may include the Municipal Court but shall not include the Municipal Judge of the Municipal Court. If the person arrested fails to make bond, he or she shall be kept in custody, subject to the order of the Municipal Court. The Municipal Court shall hear the evidence for and against the person charged, and it may find him or her guilty of contempt and by order prescribe the punishment therefor. A fine may be imposed not exceeding the damages suffered by the contempt, plus costs of the contempt proceeding, plus reasonable attorney's fees in connection with the contempt proceeding, payable to the person damaged thereby, which person may include the Municipal Court but shall not include the Municipal Judge of the Municipal Court. If the contempt consists of the failure to perform an act in the power of the person to perform, he or she may be imprisoned until its performance. In addition thereto, to vindicate the dignity of the Municipal Court, if the citation so states, a fine or imprisonment may be imposed.

Section 6. That Section 19-36 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 19-36. - Creation; jurisdiction; qualifications.

(a) The Chief Judge is authorized and empowered to appoint one (1) or more Referees to hear certain municipal ordinance violations relating to parking or Municipal Code violations designated as civil infractions, and to review any costs of abatement or removal assessed pursuant to civil infraction provisions of this Code, as the Chief Judge may from time to time designate. Such alleged violations may include any offense or infraction which may now or in the future be included in the schedule of payable fines established by the Chief Judge pursuant to law except any offense which might result in the assessment of points by the State Department of Revenue against the responsible party's driving license or privilege.

... 

(c) The Chief Judge shall appoint a Referee to hear civil infractions from a list of candidates chosen by a staff committee representing each of the following: Municipal Court, Neighborhood Services, and the City Attorney's Office.

... 

Section 7. That Section 19-38 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 19-38. - Procedures for hearings before referee.

(a) The Referee is authorized to adopt rules and procedures governing conduct of hearings in accordance with the provisions of this Article. The Chief Judge shall approve all such rules and procedures prior to their adoption by the Referee.

Section 8. That Section 19-39 of the Code of the City of Fort Collins is hereby amended to read as follows:
Sec. 19-39. - Order of the referee.

...  
(b) If a defendant fails to answer a citation or notice to appear before a Referee, a default judgment will enter in the amount of the civil penalty plus all costs, expenses and damages. In the event a defendant fails to pay a civil penalty, costs, damages and expenses within seven (7) days after the payment is due or fails to pay a default judgment, the City may pursue any legal means for collection and, in addition, may obtain an assessment against the property that is the subject of the violation if the Code violation is designated as a civil infraction.

Section 9. That Section 19-40 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 19-40. - Record of proceedings and hearings.

A written record of all proceedings shall be made by the Referee and maintained by the Municipal Court. The record shall contain the name of the alleged responsible party, the date of the appearance before the Referee, the complaint number, the date, place and type of violation and any order of the Referee. All hearings and evidence presented at the hearing shall be recorded verbatim, by either electronic devices or stenographic means.

Section 10. That Section 19-66 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 19-66. - Payment without appearance.

(a) Except for those violations that require an appearance before the Municipal Court, the Municipal Court Clerk shall accept payment in full of the amount due for a civil infraction citation by a defendant without an appearance before the Municipal Court if payment is made after the issuance of the charging document and prior to the date and time scheduled for the first hearing, provided that the Municipal Court Clerk has a copy of the charging document. Such payment shall be separately accounted for and deposited into the City's general fund in accordance with the rules and procedures of the Finance Department.

...  

Section 11. That Section 19-69 of the Code of the City of Fort Collins is hereby amended by deleting subparagraph (d) in its entirety.

Sec. 19-69. - Judgment and procedures after hearing.

...
Introduced, considered favorably on first reading, and ordered published this 4th day of February, A.D. 2020, and to be presented for final passage on the 18th day of February, A.D. 2020.

__________________________________
Mayor

ATTEST:

_______________________________
City Clerk

Passed and adopted on final reading on the 18th day of February, A.D. 2020.

__________________________________
Mayor

ATTEST:

_______________________________
City Clerk
AGENDA ITEM SUMMARY
City Council

February 18, 2020

STAFF

Mike Calhoon, Director of Parks
Jill Hueser, Legal

SUBJECT

Items Relating to Updating Certain Minor Code Violations and Related Penalties.

EXECUTIVE SUMMARY

A. Second Reading of Ordinance No. 023, 2020, Amending the Code of the City of Fort Collins to Reclassify Certain Offenses as Petty Offenses and Update the Potential Monetary Penalty for Code Violations.

B. Second Reading of Ordinance No. 024, 2020, Amending Section 17-102 of the Code of the City of Fort Collins Regarding the Offense of Throwing Missiles.

These Ordinances, unanimously adopted on First Reading on February 4, 202, reclassify some misdemeanors as petty offenses, update and simplify the maximum possible fine for all types of offenses and amend the throwing missiles offense to reflect behavior that threatens safety and not simply any throwing of anything.

A minor edit was made to Code Section 1-15(h) to maintain consistency with Ordinance No. 034, 2020, regarding the use of probation.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

ATTACHMENTS

1. First Reading Agenda Item Summary, February 4, 2020 (PDF)
AGENDA ITEM SUMMARY
City Council
February 4, 2020

STAFF

Mike Calhoon, Director of Parks
Jill Hueser, Legal

SUBJECT

Items Relating to Updating Certain Minor Code Violations and Related Penalties.

EXECUTIVE SUMMARY

A. First Reading of Ordinance No. 023, 2020, Amending the Code of the City of Fort Collins to Reclassify Certain Offenses as Petty Offenses and Update the Potential Monetary Penalty for Code Violations.

B. First Reading of Ordinance No. 024, 2020, Amending Section 1 7-102 of the Code of the City of Fort Collins Regarding the Offense of Throwing Missiles.

The purpose of this item is to reclassify some misdemeanors as petty offenses, update and simplify the maximum possible fine for all types of offenses and amend the throwing missiles offense to reflect behavior that threatens safety and not simply any throwing of anything.

STAFF RECOMMENDATION

Staff recommends adoption of both Ordinances on First Reading.

BACKGROUND / DISCUSSION

Under current Code provisions, the City can classify a Code violation as a misdemeanor, a petty offense or a civil infraction. City Council created the petty offense classification in 2017 and at that time it was limited to smoking violations. However, Council indicated its desire that all municipal misdemeanors be reviewed to determine whether reclassification might be appropriate. Both misdemeanors and petty offenses provide benefits and are appropriate depending on the specific law being broken, as noted in the following points:

- Misdemeanor offenses constitute a criminal violation of City Code. These offenses are punishable by a maximum fine of $3,020 and 180 days in jail. If someone does not appear for their court date or pay their fine, the City can issue a warrant for that person’s arrest. These offenses are a part of an individual’s criminal record and can impact people’s ability to apply for and compete for jobs.

- Petty offenses are still criminal in nature but do not carry the possibility of jail time and are not required to be reported in most job applications; however, the City may still issue a warrant for a petty offense violation if a defendant does not appear for court.

Some municipal offenses currently classified as misdemeanors are minor enough in nature that they never merit a jail sentence and the long-term effect on job applications is disproportionate to the severity of the offense. Others are already classified as petty offenses at the state level (although the state has two levels of petty offenses and the higher level does carry the possibility of a jail sentence). Staff focused on identifying such violations and submitting them for possible reclassification.
Agenda Item 8

Legal staff met with Parks, Natural Areas, and Police Services to get input on which offenses to reclassify. Staff recommendations from these departments weighed heavily in the final recommendations.

In addition, the Code currently provides for only a $500 maximum fine for petty offenses but an ever-increasing (based on inflation rates) maximum fine for misdemeanors and civil infractions. This leads to two issues: first, a more serious offense (a petty offense) has a lesser possible penalty than a less serious offense (civil infraction), and second it is difficult, if not impossible, for an average individual to calculate the maximum possible fine based solely on looking at the Code. In addition, if the City Council decides to reclassify the proposed offenses, some carry a penalty on the fine schedule that is greater than $500 (i.e., unreasonable noise). This Ordinance proposes setting the maximum fine for all types of violations near the statutorily allowed maximum. The Council could then periodically review the maximum fine amount and determine whether to increase it as allowed.

Also, while reviewing offenses to make the recommendations, staff reviewed the charge of throwing missiles. Rather than recommend its reclassification, staff is recommending its amendment. Throwing missiles at vehicles will remain a misdemeanor as it represents highly dangerous behavior. Throwing missiles otherwise will no longer be a criminal offense unless it fits within other Code provisions. For example, if an individual threw a missile and hit another person, he or she could be charged with either harassment or assault depending on whether there was injury. If an individual threw a missile at property and damaged it, that person could be charged with criminal mischief.

CITY FINANCIAL IMPACTS

If Council elects to standardize the possible maximum fines for all types of offenses, this Ordinance should have no impact on fine collection. It should also save money for the City by reducing the seriousness of some offenses, as individuals are not entitled to court-appointed counsel if jail is not a possible outcome of their case. Therefore, anyone charged with a petty offense does not get counsel paid for by the City. Overall this change should reduce City costs while having no impact on fine revenue.
ORDINANCE NO. 023, 2020
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING THE CODE OF THE CITY OF FORT COLLINS TO
RECLASSIFY CERTAIN OFFENSES AS PETTY OFFENSES AND UPDATE
THE POTENTIAL MONETARY PENALTY FOR CODE VIOLATIONS

WHEREAS, on December 19, 2017, the City Council adopted Ordinance No. 171, 2017, establishing a category of Code violation offenses classified as petty offenses; and

WHEREAS, certain offenses are currently classified as petty offenses under state law but misdemeanors under the Code of the City of Fort Collins; and

WHEREAS, City staff believes certain minor offenses, while appropriately classified as criminal rather than civil offenses, need not have jail as a possible penalty; and

WHEREAS, classifying these minor offenses as civil infractions is also not a satisfactory solution because the Municipal Court cannot issue warrants for failure to appear in court on civil infractions, making them harder to enforce; and

WHEREAS, these minor offenses further merit criminal classification based on their severity but are minor enough that the City would not ask for, nor would the Court impose, a jail sentence for such violations; and the impact of a lifetime misdemeanor conviction is disproportionate to the severity of the offense; and

WHEREAS, Ordinance No. 171, 2017 provided that City staff would review certain civil infractions and misdemeanors in the City Code, determine whether they ought to be reclassified, and bring before City Council for consideration any recommended reclassification; and

WHEREAS, the City Attorney’s Office has consulted with City enforcement staff in several departments, including Police Services, Parks and Natural Areas, to develop a list of proposed City Code violations that could properly be reclassified as petty offenses, or charged as petty offenses for a first offense, with a second offense within twelve months classified as a misdemeanor offense; and

WHEREAS, City Code violations that staff recommends be reclassified as petty offenses include:

- Minor possession of tobacco
- Littering
- Use of parking areas
- Possession of graffiti materials by a minor
- Misuse of toxic vapors
- Certain prohibited activities within natural areas
- Certain prohibited activities within parks; and

WHEREAS, City Code violations that staff recommends be reclassified as petty offenses only for a first offense include tampering with refuse containers, and unreasonable noise; and
WHEREAS, the City Code currently sets potential maximum fines for misdemeanors and civil infractions as permitted by state statute and adjusted annually for inflation, but currently limits fines for petty offenses to five hundred dollars ($500) with no adjustment for inflation over time; and

WHEREAS, the inflation adjustment called for in the City Code makes it hard for anyone looking at the City Code to determine what the actual maximum penalty is for misdemeanors and civil infractions; and

WHEREAS, some of the proposed reclassified offenses may merit fines in excess of five hundred dollars ($500) under certain circumstances and in alignment with civil infraction fines; and

WHEREAS, City staff is recommending that the maximum potential fine be set at the same amount for all levels of offenses and no longer automatically adjusted for inflation, so that the actual maximum fine is clear in the City Code; and

WHEREAS, based on recent awareness of children possibly being charged with a misdemeanor for throwing snowballs at one another, staff is also proposing amending Section 17-102 of the City Code related to throwing missiles to make it apply only to throwing missiles at vehicles; and

WHEREAS, juveniles are not subject to sentence to incarceration under any circumstances based on a violation of the Code of the City of Fort Collins; and

WHEREAS, the City Council has determined that the proposed amendments are in the best interests of the City and are necessary for the health, safety, and welfare of the City’s citizens.

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

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

Section 2. That Section 1-15 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 1-15. General penalty and surcharges for misdemeanors offenses, petty offenses, traffic offenses, and traffic and civil infractions.

(a) Except as to petty offenses, traffic infractions described in Subsection (b) below, and any civil infraction specified as such in this Code, any person who shall violate any provision of this Code, the Charter or any provision of any code or other regulation adopted by reference by this Code, by doing any act prohibited or declared to be unlawful thereby, or who shall engage in any
business, occupation or activity for which a license or permit is required without having a valid license or permit therefor, or who shall fail to do any act required by any such provision, or who shall fail to do any act when such provision declares such failure to be unlawful or to be an offense or misdemeanor, shall be guilty of a misdemeanor and, upon conviction, shall be punished by the penalty specifically provided for such violation or, if none, then a fine and any surcharge, the total of which is not to exceed three thousand dollars ($3,000), or by imprisonment not exceeding one hundred eighty (180) days, or by both such fine and imprisonment, in addition to any costs which may be assessed. No person under the age of eighteen (18) years as of the date of the offense shall be subject to imprisonment except in the case of failure to comply with a lawful order of the court, including an order to pay a fine, and then only in the manner provided in Section 13-10-113, C.R.S., and the Colorado Children's Code, Section 19-1-101 et seq., C.R.S. Each day upon which a violation continues shall constitute a separate misdemeanor offense unless some other specific time period is provided for any particular offense.

(b) A violation of any provision of Chapter 28, Vehicles and Traffic, in this Code or the Fort Collins Traffic Code, shall be deemed to be a traffic infraction if, at the time of the commission of the violation, its counterpart violation under the provisions of Article 4 in Title 42 of the Colorado Revised Statutes, if any, is designated by state law as being a traffic infraction. If no counterpart violation exists under state law, the violation shall be deemed to be a traffic infraction. All other violations under Chapter 28 of this Code or the Fort Collins Traffic Code shall be considered misdemeanors punishable as described in Subsection (a) above. Any person against whom judgment is entered for a traffic infraction under this Code shall be subject to the penalty of a fine and any surcharge, the total of which is not to exceed three thousand dollars ($3,000), and shall not be subject to imprisonment on account of such judgment.

(f) Except as provided in Paragraph (4) below, any person found responsible for a violation of this Code designated as a civil infraction shall pay a civil penalty for such infraction of not more than three thousand dollars ($3,000).

(h) Any person who shall violate any provision of this Code designated as a petty offense shall pay a penalty for such offense of a fine and any surcharge, the total of which is not to exceed three thousand dollars ($3,000), and shall not be subject to imprisonment on account of such judgment. Jail shall not be a possible penalty for petty offenses. The municipal court is authorized to impose a probation sentence for petty offenses. Notwithstanding the provisions of this subsection (h), the maximum fine for a violation of the Code of the City of Fort Collins Article III, Section Chapter 12 (smoking in public areas) shall be not more than five hundred dollars ($500).

Section 3. That Section 12-20 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 12-20. Tampering with refuse or rubbish containers prohibited.
...  

(c) Any person who violates any provision of this §12-20 shall be guilty of a petty offense punishable by a fine in accordance with §1-15(h) unless such violation is a second or subsequent violation within a twelve (12) month period. Any person who commits a second or subsequent violation of this § 12-20 within a twelve (12) month period shall be guilty of a misdemeanor punishable by a fine or jail in accordance with § 1-15(a).

Section 4. That Section 12-98 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 12-98. Minors prohibited from purchasing, possessing or using tobacco products.

...  

(c) Any person who violates any part of this §12-98 is guilty of a petty offense punishable by a fine in accordance with §1-15(h).

Section 5. That Section 17-41 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 17-41. Littering.

...  

(d) Any person who violates any provision of this § 17-41 shall be guilty of a petty offense punishable by a fine in accordance with § 1-15(h).

Section 6. That Section 17-125 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 17-125. Use of parking areas.

(a) Those portions of College Avenue (between Magnolia Street and Maple Street) and Mountain Avenue (between Howes Street and Peterson Street) designated for parking between the curbs of said avenues shall only be used for parking purposes. Any person not remaining inside a vehicle in such parking area shall immediately leave the parking area by the safest direct route. No person shall remain outside a vehicle in such parking area.

(b) Any person who violates this § 17-125 commits a petty offense punishable by a fine in accordance with § 1-15(h).

Section 7. That Section 17-129 of the Code of the City of Fort Collins is hereby amended to read as follows:
Sec. 17-129  Unreasonable Noise.

...  

(e) Any person who violates this § 17-129 commits a petty offense punishable by a fine in accordance with §1-15(h) unless such violation is a second or subsequent violation within a twelve (12) month period. Any person who commits a second or subsequent violation of this § 17-129 within a twelve (12) month period shall be guilty of a misdemeanor punishable by a fine or jail in accordance with § 1-15(a).

Section 8. That Section 17-136 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 17-136. Possession of graffiti materials by minors prohibited.

...  

(c) Any person who violates this § 17-136 commits a petty offense punishable by a fine in accordance with § 1-15(h).

Section 9. That Section 17-162 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 17-162. Use or possession as narcotic prohibited.

(a) No person shall intentionally smell or inhale the fumes of any substance releasing toxic vapors for the purpose of causing a condition of euphoria, excitement, exhilaration, stupefaction or dulled senses or nervous system, nor possess, buy or use any such substance for the purpose of violating or aiding another to violate this Section.

(b) Any person who violates this § 17-162 commits a petty offense punishable by a fine in accordance with § 1-15(h). Any person who commits a second or subsequent violation of this § 17-162 within a twelve (12) month period shall be guilty of a misdemeanor punishable by a fine or jail in accordance with § 1-15(a).

Section 10. That Section 23-193 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 23-193. Prohibited acts; permits.

...  

(f) Any person who violates subsections (a)(2), (a)(5), (a)(6), (a)(7), (a)(8), (a)(12), (a)(14), (a)(17), (b), (d)(2), (d)(3), (d)(5), (d)(11), (d)(12), or (d)(16) of this § 23-193 is guilty of a petty offense punishable by a fine in accordance with § 1-15(h). Any person who violates any other
subsection of this § 23-193 commits a misdemeanor punishable by a fine or jail in accordance with § 1-15(a).

(g) Any person who violates subsection (a)(16) of this § 23-193 shall be guilty of the level of offense applicable to the underlying violation.

Section 11. That Section 23-203 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 23-203. Prohibited acts; permits.

... 

(f) Any person who violates subsections (a)(3), (a)(9), (a)(10), (a)(12), (b), (d)(3), (d)(10), or (d)(11) of this § 23-203 is guilty of a petty offense punishable by a fine in accordance with § 1-15(h). Any person who violates any other subsection of this § 23-203 commits a misdemeanor punishable by a fine or jail in accordance with § 1-15(a).

(g) Any person who violates subsection (a)(15) of this § 23-203 shall be guilty of the level of offense applicable to the underlying violation.

Introduced, considered favorably on first reading, and ordered published this 4th day of February, A.D. 2020, and to be presented for final passage on the 18th day of February, A.D. 2020.
ORDINANCE NO. 024, 2020
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING SECTION 17-102 OF THE CODE OF THE CITY OF FORT COLLINS
REGARDING THE OFFENSE OF THROWING MISSILES

WHEREAS, Section 17-102 of the City Code currently makes it a misdemeanor offense to throw any stone, snowball, or missile at a vehicle, building, private or public property or at any person and defines a missile as any object or substance; and

WHEREAS, the current wording of the offense is overly broad, leading it to prohibit actions that do not merit criminal treatment, such as the throwing of snowballs or sports balls; and

WHEREAS, throwing missiles at vehicles causes a specific safety concern, while throwing missiles at persons or buildings is subject to prosecution under assault or criminal mischief ordinances, making it redundant to include in the separate offense of throwing missiles; and

WHEREAS, City staff is therefore recommending that throwing missiles be amended to narrow the scope of the offense to behavior that causes great risk and is not encompassed by another offense; and

WHEREAS, the City Council has determined that the proposed amendment is in the best interests of the City and is necessary for the health, safety, and welfare of the City’s citizens.

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

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

Section 2. That Section 17-102 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 17-102. Throwing of missiles.

(a) No person shall throw any stones, snowballs or missiles upon or at any vehicle.

Introduced, considered favorably on first reading, and ordered published this 4th day of February, A.D. 2020, and to be presented for final passage on the 18th day of February, A.D. 2020.

____________________________________
Mayor

ATTEST:

____________________________________
City Clerk
Passed and adopted on final reading on the 18th day of February, A.D. 2020.

__________________________________
Mayor

_______________________________
City Clerk
AGENDA ITEM SUMMARY
City Council

February 18, 2020

STAFF

Sara Lynd, Police Sergeant
Bronwyn Scurlock, Legal

SUBJECT

Second Reading of Ordinance No. 025, 2020, Amending Various Sections of the Fort Collins Traffic Code.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on February 4, 2020, amends the Fort Collins Traffic Code to ensure the Code is consistent with Colorado traffic laws.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

ATTACHMENTS

1. First Reading Agenda Item Summary, February 4, 2020   (PDF)
2. Ordinance No. 025, 2020    (PDF)
AGENDA ITEM SUMMARY
City Council
February 4, 2020

STAFF

Sara Lynd, Police Sergeant
Bronwyn Scurlock, Legal

SUBJECT

First Reading of Ordinance No. 025, 2020, Amending Various Sections of the Fort Collins Traffic Code.

EXECUTIVE SUMMARY

The purpose of this item is to ensure that the Fort Collins Traffic Code is consistent with Colorado traffic laws.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

The Colorado General Assembly regularly amends certain statutory provisions relating to traffic laws. At the time of the most recent adoption of the Traffic Code, it was the understanding of staff and Council that the Traffic Code would most likely be subject to future amendments, not only for the purpose of clarification and correction of errors, but also to ensure that the Traffic Code remains consistent with state traffic laws.

This Ordinance reflects proposed changes to the Traffic Code to be consistent with amended or recently adopted statutory provisions relating to inoperable or malfunctioning traffic control signals and parking in electric motor vehicle charging stations. Further, staff has added a section to the careless driving provision to make it consistent with state law.
ORDINANCE NO. 025, 2020
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING VARIOUS SECTIONS OF THE FORT COLLINS TRAFFIC CODE

WHEREAS, on February 18, 2003, by Ordinance No. 016, 2003, the City Council adopted the Fort Collins Traffic Code (the “Traffic Code”); and

WHEREAS, at the time of the adoption of the Traffic Code, it was the understanding of staff and City Council that the Traffic Code would most likely be subject to future amendments, not only for the purpose of clarification and correction of errors, but also for the purpose of ensuring that the Traffic Code remains consistent with Colorado traffic laws; and

WHEREAS, the Colorado General Assembly has amended certain statutory provisions relating to inoperable or malfunctioning traffic control signals; and

WHEREAS, the Colorado General Assembly has added new statutory provisions related to parking in electric motor vehicle charging stations; and

WHEREAS, staff has added a section to the careless driving provision to make it consistent with state law; and

WHEREAS, City staff has reviewed these changes and recommends amending the Traffic Code to be consistent with these changes; and

WHEREAS, the Council has determined that these Traffic Code amendments are in the best interests of the City and its citizens.

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

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

Section 2. That Section 612 of the Traffic Code is hereby amended to read as follows:

612. When signals are inoperative or malfunctioning.

(1) When a driver approaches an intersection and faces a traffic control signal that is inoperative, that remains on steady red or steady yellow during several time cycles, or that does not recognize a motorcycle that is operated by the driver, the provisions controlling entrance to a through street or highway from a stop sign or highway, as provided under Section 703, apply until a police officer or emergency services personnel assumes control of traffic or until the traffic control signal resumes normal operation. If a traffic control signal at a place other than an intersection ceases to operate or malfunctions, drivers may proceed past the signal only with caution, as if the signal were flashing yellow.
Section 3. That Section 705 of the Traffic Code is hereby amended to read as follows:

705. Operation on approach of emergency vehicles.

(3) A driver in a vehicle shall exhibit due care and caution and proceed as described in Subsections (4) and (5) of this Section when approaching or passing:

(a) A stationary authorized emergency vehicle that is giving a visual signal by means of flashing, rotating, or oscillating red, blue, or white lights as permitted by Section 213 or 222;

(b) A stationary towing carrier vehicle that is giving a visual signal by means of flashing, rotating, or oscillating yellow lights; or

(c) A stationary public utility service vehicle that is giving a visual signal by means of flashing, rotating, or oscillating amber lights.

(4) On a highway with at least two (2) adjacent lanes proceeding in the same direction on the same side of the highway where a stationary authorized emergency vehicle, stationary towing carrier vehicle, or stationary public utility service vehicle is located, the driver of an approaching or passing vehicle shall proceed with due care and caution and yield the right-of-way by moving into a lane at least one (1) moving lane apart from the stationary authorized emergency vehicle, stationary towing carrier vehicle, or stationary public utility service vehicle unless directed otherwise by a peace officer or other authorized emergency personnel. If movement to an adjacent moving lane is not possible due to weather, road conditions or the immediate presence of vehicular or pedestrian traffic, the driver of the approaching vehicle shall proceed in the manner described in Subsection (5) of this Section.

(5) On a highway that does not have at least two (2) adjacent lanes proceeding in the same direction on the same side of the highway where a stationary authorized emergency vehicle is located, or if the movement by the driver of the approaching vehicle into an adjacent moving lane, as described in Paragraph (a) of this Subsection (3), is not possible, the driver of an approaching vehicle shall reduce and maintain a safe speed with regard to the location of the stationary authorized vehicle, stationary towing vehicle, or stationary public utility service vehicle, weather conditions, road conditions and vehicular or pedestrian traffic and proceed with due care and caution, or as directed by a peace officer or other authorized emergency personnel.

(6) Any person who violates this Subsection (3) of this Section commits careless driving as described in Section 1402.

Section 4. That a new Section 1228 is hereby added to the Traffic Code which reads in its entirety as follows:
1228. Parking in electric motor vehicle charging stations.

(1) As used in this Section:

(a) Official sign shall mean a sign identifying a parking space for electric motor vehicle charging that cites this section.

(b) Plug-in electric motor vehicle shall mean a motor vehicle that has received an acknowledgment of certification from the Federal Internal Revenue Service that the vehicle qualifies for the plug-in electric drive vehicle credit set forth in 26 U.S.C. Sec. 30D, as amended, or any successor statute; or any motor vehicle that can be recharged from an external source of electricity and that uses electricity stored in a rechargeable battery pack to propel or contribute to the propulsion of the vehicle’s drive wheels.

(2) The owner of public or private property may install official signs that identify a parking space as a dedicated charging station. The installation operates as a waiver of any objection the owner may assert concerning enforcement of this section. A police officer or specially-commissioned officer may enforce this section on private property.

(3) (a) A person shall not park a motor vehicle within a parking space designated for charging a plug-in electric motor vehicle unless the motor vehicle is a plug-in electric motor vehicle.

(b) Except as provided in subsection (4) of this section, a person shall not park a plug-in electric motor vehicle in a parking space with a dedicated charging connector for the parking space unless the person is parked in the charging station for the purpose of charging the plug-in electric motor vehicle.

(c) A plug-in electric motor vehicle is rebuttably presumed to not be charging if the motor vehicle is:

(I) parked in a charging station parking space with a dedicated charging connector for the space; and

(II) not continuously and electrically connected to the charger for longer than thirty (30) minutes.

(4) (a) A person may park a plug-in electric motor vehicle at a charging station after the motor vehicle is fully charged in a parking lot:

(I) that serves a lodging business if the person is a client of the lodging business and has parked the plug-in electric motor vehicle in the lot to charge overnight;
(II) that serves an airport if the person is a client of the airport and has parked the plug-in electric motor vehicle in the lot to charge when traveling; or

(III) between the hours of 11 p.m. and 5 a.m.

(b) The exception in subsection (4)(a) of this section is an affirmative defense to a violation of subsection (3) of this section.

(5) A person who violates this section commits a traffic infraction.

Section 5. That Section 1402 of the Traffic Code is hereby amended to read as follows:

1402. Careless driving.

(1) A person who drives a motor vehicle or low-power scooter in a careless and imprudent manner, without due regard for the width, grade, curves, corners, traffic and use of the streets and highways and all other attendant circumstances, is guilty of careless driving.

(2) Any person who violates any provision of this Section commits a misdemeanor traffic offense.

Introduced, considered favorably on first reading, and ordered published this 4th day of February, A.D. 2020, and to be presented for final passage on the 18th day of February, A.D. 2020.

__________________________________
Mayor

ATTEST:

_______________________________
City Clerk

Passed and adopted on final reading on the 18th day of February, A.D. 2020.

__________________________________
Mayor

ATTEST:

_______________________________
City Clerk
AGENDA ITEM SUMMARY
February 18, 2020
City Council

STAFF
Pete Wray, Senior City Planner
Brad Yatabe, Legal

SUBJECT
Second Reading of Ordinance No. 026, 2020, Annexing the Property Known as the Soldier Canyon Pump Station Annexation to the City of Fort Collins, Colorado.

EXECUTIVE SUMMARY
This Ordinance, unanimously adopted on First Reading on February 4, 2020, annexes the tract of land known as the Soldier Canyon Pump Station Annexation, located at 4316 Laporte Ave. The Applicant, Platte River Power Authority, has submitted a written petition requesting the annexation. The purpose of the annexation is to allow the Soldier Canyon Pump Station to be served by Fort Collins Light and Power, rather than Xcel Energy. This is a voluntary annexation. The Soldier Canyon Pump Station Annexation totals 0.702 acres; it achieves the required 1/6 perimeter boundary contiguity with the existing municipal boundaries to the north, west and south. The site is enclosed on three sides by the City of Fort Collins Water Treatment Facility at 4316 Laporte Avenue. The annexation would incorporate the site into Fort Collins’ municipal boundaries, as well as the Residential Neighborhood Sign District. A related item to zone the annexed property is presented as the next item on this Agenda.

STAFF RECOMMENDATION
Staff recommends adoption of the Ordinance on Second Reading.

ATTACHMENTS
1. First Reading Agenda Item Summary, February 4, 2020 (w/o attachments) (PDF)
2. Ordinance No. 026, 2020 (PDF)
AGENDA ITEM SUMMARY
City Council

February 4, 2020

STAFF

Pete Wray, Senior City Planner
Brad Yatabe, Legal

SUBJECT

Items Relating to the Soldier Canyon Pump Station Annexation.

EXECUTIVE SUMMARY

A. Resolution 2020-014 Setting Forth Findings of Fact and Determinations Regarding the Soldier Canyon Pump Station Annexation.

B. Public Hearing and First Reading of Ordinance No. 026, 2020, Annexing the Property Known as the Soldier Canyon Pump Station Annexation to the City of Fort Collins, Colorado.

The purpose of this item is to annex the tract of land known as the Soldier Canyon Pump Station Annexation, located at 4316 Laporte Ave. The Applicant, Platte River Power Authority, has submitted a written petition requesting the annexation. The purpose of the annexation is to allow the Soldier Canyon Pump Station to be served by Fort Collins Light and Power, rather than Xcel Energy. This is a voluntary annexation. The Soldier Canyon Pump Station Annexation totals 0.702 acres; it achieves the required 1/6 perimeter boundary contiguity with the existing municipal boundaries to the north, west and south. The site is enclosed on three sides by the City of Fort Collins Water Treatment Facility at 4316 Laporte Avenue. The annexation would incorporate the site into Fort Collins’ municipal boundaries, as well as the Residential Neighborhood Sign District. A related item to zone the annexed property is presented as the next item on this Agenda.

This annexation request is in conformity with the State of Colorado Revised Statutes as they relate to annexations, the City of Fort Collins Comprehensive Plan, and the Larimer County and City of Fort Collins Intergovernmental Agreements.

STAFF RECOMMENDATION

Staff recommends adoption of the Resolution and Ordinance on First Reading.

BACKGROUND / DISCUSSION

History

The Soldier Canyon Pump Station property owned by Platte River Power Authority (Platte River) is surrounded on three sides by property that is located within the City of Fort Collins. The property is currently served by Xcel Energy, utilizing a feeder line that crosses the City Water Treatment Plant site. In order to better utilize its property, the City initiated a request to remove Xcel’s service feeding Platte River’s property. The annexation of the Soldier Canyon Pump Station property will allow Platte River to obtain electric service from the City and discontinue service from Xcel. This will allow the Xcel feeder line to be removed from City property.
Growth Management Area

The Soldier Canyon Pump Station Annexation is located outside the established Growth Management Area (GMA). Pursuant to Section 7.F. of the Intergovernmental Agreement (Regarding Cooperation on Managing Urban Development) between Larimer County and City of Fort Collins, the City of Fort Collins, at its sole discretion, may annex outside the Fort Collins GMA. Notification to the Board of County Commissioners for review and comment was completed on December 16, 2019, with no follow-up comments provided. The Larimer County Planning Department provided referral comments on October 29, 2019, in which no concerns were raised.

Contiguity

The land within Annexation consists of 0.702-acres, with a total contiguous perimeter (523.58 feet) of 74%, which satisfies the one-sixth (1/6) area required. Contiguity is gained from the 2017 Water Treatment Facility Annexation No. 4, Ordinance No. 023, 2018.

Enclave Implications

Annexing this 0.702-acre tract of land does not create (nor does it contribute to creating) an enclave.

Previous Council Actions

On December 17, 2019, City Council unanimously adopted Resolution 2019-111, initiating the annexation of property owned by Platte River Power Authority, which accepted the annexation petition and determined that the petition followed all applicable state laws and notification requirements.

CITY FINANCIAL IMPACTS

The annexation and zoning will not result in any initial direct significant financial/economic impacts. Electric service will be transferred from Xcel Energy to Fort Collins Light and Power. Any future development would also trigger the transition from law enforcement by the Larimer County Sheriff to Fort Collins Police Services. Water and wastewater utility services will be provided by the City of Fort Collins.

BOARD / COMMISSION RECOMMENDATION

At its December 19, 2019, meeting, the Planning and Zoning Board voted 5-0 to recommend approval of the annexation and recommend that the property be placed in the Residential Foothills (R-F) Zone District, as well as into the Residential Neighborhood Sign District. Since the item remained on the Planning and Zoning Board’s Consent Calendar, minutes from the hearing will not be provided.

PUBLIC OUTREACH

Notice of this annexation was published as required by Colorado Revised Statues Section 31-12-108.

ATTACHMENTS

1. Vicinity Map(PDF)
2. Structure Plan Map (PDF)
3. Zoning Map(PDF)
ORDINANCE NO. 026, 2020
OF THE COUNCIL OF THE CITY OF FORT COLLINS
ANNEXING THE PROPERTY KNOWN AS THE
SOLDIER CANYON PUMP STATION ANNEXATION
TO THE CITY OF FORT COLLINS, COLORADO

WHEREAS, Resolution 2019-111, finding substantial compliance and initiating
annexation proceedings for the Soldier Canyon Pump Station Annexation, as defined therein and
described below, was previously adopted by the City Council; and

WHEREAS, Resolution 2020-014 setting forth findings of fact and determinations
regarding the Soldier Canyon Pump Station Annexation was adopted concurrently with the first
reading of this Ordinance; and

WHEREAS, the City Council has determined that it is in the best interests of the City to
annex the property to be known as the Soldier Canyon Pump Station Annexation (the “Property”)
to the City.

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

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

Section 2. That the City Council hereby incorporates the findings of Resolution 2019-
111 and Resolution 2020-014 and further finds that it is in the best interests of the City to annex
the Property to the City.

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

A parcel of land, located in the Northwest Quarter (NW1/4) of Section Eight (8), Township
Seven North (T.7N.), Range Sixty-nine West (R.69W.) of the Sixth Principal Meridian (6th
P.M.), County of Larimer, State of Colorado and being more particularly described as
follows:

COMMENCING at the Northeast corner of the Water Treatment Facility Annexation No. 4 recorded March 7, 2018 as Reception No. 20180013461 of the Records of Larimer County and assuming the East line of said Water Treatment Facility Annexation No. 4 as bearing South 11°53’09” East a distance of 1000.96 feet with all other bearings contained herein relative thereto;

THENCE South 11°53’09” East along the East line of said Water Treatment Facility
Annexation No. 4 a distance of 1000.96 feet to the POINT OF BEGINNING;

THENCE South 11°53’09” East a distance of 95.20 feet;
THENCE South 10°51’20” East a distance of 79.81 feet to the East line of said Water Treatment Facility Annexation No. 4;
The following Three (3) courses are along the Easterly lines of said Water Treatment Facility Annexation No. 4;
THENCE South 78°06’51” West a distance of 173.57 feet;
THENCE North 11°53’09” West a distance of 175.00 feet;
THENCE North 78°06’51” East a distance of 175.01 feet to the POINT OF BEGINNING.

Said described parcel of land contains 30,569 square feet or 0.702 acres, more or less

is hereby annexed to the City of Fort Collins and made a part of said City, to be known as the Soldier Canyon Pump Station Annexation, which annexation shall become effective upon completion of the conditions contained in Section 31-12-113, C.R.S., including, without limitation, all required filings for recording with the Larimer County Clerk and Recorder.

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

Section 5. That, as a condition of annexing the Property, the Property owner, Platte River Power Authority, shall reimburse the City for all costs to acquire existing Xcel Energy, Inc., infrastructure located on the Property and associated with the switch to electricity being provided by the City.

Section 6. That the City hereby consents, pursuant to Section 37-45-136(3.6), C.R.S., to the inclusion of the Property into the Municipal Subdistrict, Northern Colorado Water Conservancy District.

Introduced, considered favorably on first reading, and ordered published this 4th day of February, A.D. 2020, and to be presented for final passage on the 18th day of February, A.D. 2020.

-----------------------------------
Mayor

ATTEST:

-----------------------------------
City Clerk
Passed and adopted on final reading on the 18th day of February, A.D. 2020.

ATTEST:

__________________________________
Mayor

_______________________________
City Clerk
AGENDA ITEM SUMMARY
February 18, 2020

STAFF
Pete Wray, Senior City Planner
Brad Yatabe, Legal

SUBJECT
Second Reading of Ordinance No. 028, 2020, Annexing the Property Known as the Timberline-International Annexation No. 1 to the City of Fort Collins, Colorado.

EXECUTIVE SUMMARY
This Ordinance, unanimously adopted on First Reading on February 4, 2020, annexes the first of three sequential tracts of land known collectively as the Timberline-International Annexations. Timberline-International Annexation No. 1 consists of 0.09 acres of North Timberline Road right-of-way and establishes the required 1/6 contiguity with existing City limits. Timberline-International Annexation No. 1, located northeast of the North Timberline Road and International Boulevard intersection, would incorporate the property into Fort Collins’ municipal boundaries, as well as into the Residential Neighborhood Sign District. A related item to zone the annexed property is presented as the next item on this Agenda.

STAFF RECOMMENDATION
Staff recommends adoption of the Ordinance on Second Reading.

ATTACHMENTS
1. First Reading Agenda Item Summary, February 4, 2020 (w/o attachments) (PDF)
2. Ordinance No. 028, 2020 (PDF)
STAFF

Pete Wray, Senior City Planner
Brad Yatabe, Legal

SUBJECT

Items Relating to the Timberline-International Annexation No. 1

EXECUTIVE SUMMARY

A. Resolution 2020-015 Setting Forth Findings of Fact and Determinations Regarding the Timberline-International Annexation. No. 1.

B. Public Hearing and First Reading of Ordinance No. 028, 2020, Annexing the Property Known as the Timberline-International Annexation No. 1 to the City of Fort Collins, Colorado.

The purpose of this item is to annex the first of three sequential tracts of land known collectively as the Timberline-International Annexations. Timberline-International Annexation No. 1 consists of 0.09 acres of North Timberline Road right-of-way and establishes the required 1/6 contiguity with existing City limits. Timberline-International Annexation No. 1, located northeast of the North Timberline Road and International Boulevard intersection, would incorporate the property into Fort Collins’ municipal boundaries, as well as into the Residential Neighborhood Sign District. A related item to zone the annexed property is presented as the next item on this Agenda.

This annexation request is in conformance with the State of Colorado Revised Statutes as they relate to annexations, the City of Fort Collins Comprehensive Plan, and the Larimer County and City of Fort Collins Intergovernmental Agreements.

STAFF RECOMMENDATION

Staff recommends adoption of the Resolution and Ordinance on First Reading.

BACKGROUND / DISCUSSION

History

The Applicant has submitted a written petition requesting three sequential annexations. Timberline-International Annexation No. 1 is the first of this series of three sequential annexations, and totals 0.09 acres of North Timberline Road right-of-way, which establishes 1/6 perimeter boundary contiguity with the existing municipal boundaries to the north, located northeast of the North Timberline Road and International Boulevard intersection, into Fort Collins’ municipal boundaries, as well as into the Residential Neighborhood Sign District.

The property is located within the Fort Collins Growth Management Area (GMA). Pursuant to the Intergovernmental Agreement (Regarding Cooperation on Managing Urban Development) between Larimer County and the City, the City agrees to consider annexation of property in the GMA when the property is eligible for annexation according to State law.
Contiguity

The land within Annexation No. 1 consists of 0.09-acres of North Timberline Road right-of-way, with a total contiguous perimeter (80 feet) of 26%, which satisfies the one-sixth (1/6) area required. Contiguity is gained from the 2002 East Ridge Annexation.

Enclave Implications

Annexing this 0.09-acre street right-of-way does not create (nor does it contribute to creating) an enclave.

Previous Council Actions

On December 17, 2019, City Council unanimously adopted Resolutions 2019-112, 2019-113, and 2019-114, initiating a series of annexations of right-of-way and the property owned by FR Holdings, Ltd., which accepted the annexation petitions and determined that the petitions followed all applicable state laws and notification requirements.

CITY FINANCIAL IMPACTS

No direct financial impacts result from the proposed Timberline-International Annexation No. 1.

BOARD / COMMISSION RECOMMENDATION

At its December 19, 2019, meeting, the Planning and Zoning Board voted 5-0 to recommend approval of the annexation and recommend that the property be placed in the Industrial (I) Zone District, as well as into the Residential Neighborhood Sign District. Since the item remained on the Planning and Zoning Board’s Consent Calendar, minutes from the hearing will not be provided.

PUBLIC OUTREACH

Notice of this annexation was published as required by Colorado Revised Statues (“C.R.S”) Section 31-12-108. Notice was mailed to the owners of parcels abutting the right-of-way pursuant to C.R.S. Section 31-12-105.

A neighborhood meeting was held on August 29, 2019, for the annexation and zoning and conceptual plans for the Timberline-International property.

ATTACHMENTS

1. Vicinity Map (PDF)
2. Annexation Sequence Maps (PDF)
3. Structure Plan Map (PDF)
4. East Mulberry Corridor Plan Map (PDF)
5. Zoning Map (PDF)
ORDINANCE NO. 028, 2020
OF THE COUNCIL OF THE CITY OF FORT COLLINS
ANNEXING THE PROPERTY KNOWN AS THE
TIMBERLINE-INTERNATIONAL ANNEXATION NO. 1
TO THE CITY OF FORT COLLINS, COLORADO

WHEREAS, Resolution 2019-112, finding substantial compliance and initiating
annexation proceedings for the Timberline-International Annexation No. 1, as defined therein and
described below, was previously adopted by the City Council; and

WHEREAS, Resolution 2020-015 setting forth findings of fact and determinations
regarding the Timberline-International Annexation No. 1 was adopted concurrently with the first
reading of this Ordinance; and

WHEREAS, the City Council has determined that it is in the best interests of the City to
annex the property to be known as the Timberline-International Annexation No. 1 (the “Property”)
to the City.

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

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

Section 2. That the City Council hereby incorporates the findings of Resolution 2019-
112 and Resolution 2020-015 and further finds that it is in the best interests of the City to annex
the Property to the City.

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

That portion of Section 8, Township 7 North, Range 68 West of the 6th P.M., County of
Larimer, State of Colorado being more particularly described as follows:

Considering the East line of the Northwest Quarter of said Section 8 as bearing North
00°00'45" East and with all bearings contained herein relative thereto:

Beginning at the Southeast corner of the Northwest Quarter of said Section 8; thence along
the East line of said Northwest Quarter of said Section 8 North 00°00'45" East 56.00 feet,
more or less, to a point on the Southerly line of EAST RIDGE ANNEXATION, City of
Fort Collins, County of Larimer, State of Colorado; said point being the TRUE POINT OF
BEGINNING; thence departing said East line of said Northwest Quarter of said Section 8
and along said Southerly line of EAST RIDGE ANNEXATION South 89°32'31" East
30.00 feet, more or less, to a point on the Easterly right-of-way line of Timberline Road;
thence departing said Southerly line of EAST RIDGE ANNEXATION and departing said
Easterly right-of-way line of Timberline Road South 21°26’47” West 109.41 feet; thence
North 21°19’20” West 110.00 feet, more or less, to a point on the Westerly right-of-way
line of Timberline Road; said point also being the Southwest corner of said of EAST RIDGE ANNEXATION; thence departing said Westerly right-of-way line of Timberline Road and along said Southerly line of EAST RIDGE ANNEXATION South 89°32’31” East 50.00 feet, more or less, to a point on the East line of said Northwest Quarter of said Section 8 and the TRUE POINT OF BEGINNING.

Containing 4,086.0 square feet (0.09 Acres), more or less

is hereby annexed to the City of Fort Collins and made a part of said City, to be known as the Timberline-International Annexation No. 1, which annexation shall become effective upon completion of the conditions contained in Section 31-12-113, C.R.S., including, without limitation, all required filings for recording with the Larimer County Clerk and Recorder.

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

Section 5. That the City hereby consents, pursuant to Section 37-45-136(3.6), C.R.S., to the inclusion of the Property into the Municipal Subdistrict, Northern Colorado Water Conservancy District.

Introduced, considered favorably on first reading, and ordered published this 4th day of February, A.D. 2020, and to be presented for final passage on the 18th day of February, A.D. 2020.

Mayor

ATTEST:

_____________________________
City Clerk

Passed and adopted on final reading on the 18th day of February, A.D. 2020.

Mayor

ATTEST:

_____________________________
City Clerk
AGENDA ITEM SUMMARY
February 18, 2020

STAFF

Pete Wray, Senior City Planner
Brad Yatabe, Legal

SUBJECT

Second Reading of Ordinance No. 030, 2020, Annexing the Property Known as the Timberline-International Annexation No. 2 to the City of Fort Collins, Colorado.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on February 4, 2020, annexes the second of three sequential tracts of land known collectively as the Timberline/International Annexations. Timberline/International Annexation No. 2 consists of 0.86 acres of North Timberline Road and International Boulevard right-of-way, which establishes the required 1/6 contiguity with existing City limits (Timberline-International Annexation No. 1). Timberline-International Annexation No. 2, located northeast of the North Timberline Road and International Boulevard intersection, would incorporate the property into Fort Collins’ municipal boundaries, as well as into the Residential Neighborhood Sign District. A related item to zone the annexed property is presented as the next item on this Agenda.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

ATTACHMENTS

1. First Reading Agenda Item Summary, February 4, 2020 (w/o attachments)  (PDF)
2. Ordinance No. 030, 2020  (PDF)
AGENDA ITEM SUMMARY
February 4, 2020

City Council

STAFF

Pete Wray, Senior City Planner
Brad Yatabe, Legal

SUBJECT

Items Relating to the Timberline-International Annexation No. 2

EXECUTIVE SUMMARY

A. Resolution 2020-016 Setting Forth Findings of Fact and Determinations Regarding the Timberline-International Annexation No. 2.

B. Public Hearing and First Reading of Ordinance No. 030, 2020, Annexing the Property Known as the Timberline-International Annexation No. 2 to the City of Fort Collins, Colorado.

The purpose of this item is to annex the second of three sequential tracts of land known collectively as the Timberline/International Annexations. Timberline-International Annexation No. 2 consists of 0.86-acres of North Timberline Road and International Boulevard right-of-way, which establishes the required 1/6 contiguity with existing City limits (Timberline-International Annexation No. 1). Timberline-International Annexation No. 2, located northeast of the North Timberline Road and International Boulevard intersection, would incorporate the property into Fort Collins’ municipal boundaries, as well as into the Residential Neighborhood Sign District. A related item to zone the annexed property is presented as the next item on this Agenda.

This annexation request is in conformance with the State of Colorado Revised Statutes as they relate to annexations, the City of Fort Collins Comprehensive Plan, and the Larimer County and City of Fort Collins Intergovernmental Agreements.

STAFF RECOMMENDATION

Staff recommends adoption of the Resolution and Ordinance on First Reading.

BACKGROUND / DISCUSSION

History

The Applicant has submitted a written petition requesting three sequential annexations. Timberline-International Annexation No. 2, is the second of this series of three sequential annexations, and totals 0.86-acres of North Timberline Road and International Boulevard right-of-way, which establishes 1/6 perimeter boundary contiguity with the existing municipal boundaries to the north (Timberline-International Annexation No. 1), located northeast of the North Timberline Road and International Boulevard intersection, into Fort Collins’ municipal boundaries, as well as into the Residential Neighborhood Sign District.

The property is located within the Fort Collins Growth Management Area (GMA). Pursuant to the Intergovernmental Agreement (Regarding Cooperation on Managing Urban Development), between Larimer County and the City, the City agrees to consider annexation of property in the GMA when the property is eligible for annexation according to State law.
Contiguity

The land within Annexation No. 2 consists of 0.86-acres of North Timberline Road and International Boulevard right-of-way, with a total contiguous perimeter (219.41 feet) of 17%, which satisfies the one-sixth (1/6) area required. Contiguity is gained from the Timberline-International Annexation No. 1.

Enclave Implications

Annexing this 0.86-acre street right-of-way does not create (nor does it contribute to creating) an enclave.

Previous Council Actions

On December 17, 2019, City Council unanimously adopted Resolutions 2019-112, 2019-113, and 2019-114, initiating a series of annexations of right-of-way and the property owned by FR Holdings, Ltd., which accepted the annexation petitions and determined that the petitions followed all applicable state laws and notification requirements.

CITY FINANCIAL IMPACTS

No direct financial impacts result from the proposed Timberline-International Annexation No. 2.

BOARD / COMMISSION RECOMMENDATION

At its December 19, 2019, meeting, the Planning and Zoning Board voted 5-0 to recommend approval of the annexation and recommend that the property be placed in the Industrial (I) Zone District, as well as into the Residential Neighborhood Sign District. Since the item remained on the Planning and Zoning Board’s Consent Calendar, minutes from the hearing will not be provided.

PUBLIC OUTREACH

Notice of this annexation was published as required by Colorado Revised Statues (“C.R.S”) Section 31-12-108. Notice was mailed to the owners of parcels abutting the right-of-way pursuant to C.R.S. Section 31-12-105.

A neighborhood meeting was held on August 29, 2019, for the annexation and zoning and conceptual plans for the Timberline-International property.

ATTACHMENTS

1. Vicinity Map (PDF)
2. Annexation No. 2 Sequence Map (PDF)
ORDINANCE NO. 030, 2020
OF THE COUNCIL OF THE CITY OF FORT COLLINS
ANNEXING THE PROPERTY KNOWN AS THE TIMBERLINE-INTERNATIONAL ANNEXATION NO. 2 TO THE CITY OF FORT COLLINS, COLORADO

WHEREAS, Resolution 2019-113, finding substantial compliance and initiating annexation proceedings for the Timberline-International Annexation No. 2, as defined therein and described below, was previously adopted by the City Council; and

WHEREAS, Resolution 2020-016 setting forth findings of fact and determinations regarding the Timberline-International Annexation No. 2 was adopted concurrently with the first reading of this Ordinance; and

WHEREAS, the City Council has determined that it is in the best interests of the City to annex the property to be known as the Timberline-International Annexation No. 2 (the “Property”) to the City.

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

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

Section 2. That the City Council hereby incorporates the findings of Resolution 2019-113 and Resolution 2020-016 and further finds that it is in the best interests of the City to annex the Property to the City.

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

That portion of Section 8, Township 7 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado being more particularly described as follows:

Considering the East line of the Northwest Quarter of said Section 8 as bearing North 00°00'45" East and with all bearings contained herein relative thereto:

Beginning at the Southeast corner of the Northwest Quarter of said Section 8; thence along the East line of said Northwest Quarter of said Section 8 North 00°00'45" East 56.00 feet, more or less, to a point on the Southerly line of EAST RIDGE ANNEXATION, City of Fort Collins, County of Larimer, State of Colorado and the Northerly line of TIMBERLINE-INTERNATIONAL ANNEXATION NO. 1, City of Fort Collins, County of Larimer, State of Colorado; thence departing said East line of said Northwest Quarter of said Section 8 and along said Southerly line of EAST RIDGE ANNEXATION and along said Northerly line of TIMBERLINE-INTERNATIONAL ANNEXATION NO. 1 South 89°32'31" East 30.00 feet, more or less, to a point on the Easterly right-of-way line of Timberline Road and the TRUE POINT OF BEGINNING; thence departing said Southerly line of EAST RIDGE ANNEXATION and departing said Northerly line of TIMBERLINE-
INTERNATIONAL ANNEXATION NO. 1 and along said Easterly right-of-way line of Timberline Road the following four (4) courses and distances: South 0°00’045” West 56.00 feet; South 0°00’45” East 236.46 feet; South 88°09’05” East 39.91 feet to the beginning of a non-tangent curve concave to the West having a central angle of 05°44’34” and a radius of 1170.50 feet, the long chord of which bears South 04°41’28” West a distance of 117.27 feet; thence Southerly along the arc of said curve 117.32 feet; thence departing said Easterly right-of-way line of Timberline Road North 90°00’00” West 141.91 feet, more or less, to a point on the Southerly line of International Boulevard; said point also being a point on the Easterly line of Lot 3, SUMMIT VIEW INDUSTRIAL PARK P.D., THIRD FILING., County of Larimer, State of Colorado; thence along said Southerly line of International Boulevard and along the Easterly and Northerly lines of said Lot 3, SUMMIT VIEW INDUSTRIAL PARK P.D., THIRD FILING North 44°58’04” West 7.47 feet and again North 89°35’04” West 4.11 feet, thence departing said Southerly line of International Boulevard and departing said Northerly line of said Lot 3, SUMMIT VIEW INDUSTRIAL PARK P.D., THIRD FILING North 0°24’56” East 100.00 feet, more or less, to a point on the Northerly line of International Boulevard; said point also being the Southwest corner of Lot 1, INDUSTRIAL BUSINESS PARK INTERNATIONAL P.U.D., County of Larimer, State of Colorado; thence along said Northerly line of International Boulevard and along the Southerly line of said Lot 1, INDUSTRIAL BUSINESS PARK INTERNATIONAL P.U.D. South 89°35’04” East 40.28 feet, more or less, to the Southeast corner of said Lot 1, INDUSTRIAL BUSINESS PARK INTERNATIONAL P.U.D.; said point also being the Southeast corner of said Lot 1, INDUSTRIAL BUSINESS PARK INTERNATIONAL P.U.D. and a point on the Westerly right-of-way line for Timberline Road; thence departing said Northerly line of International Boulevard and departing said Southerly line of said Lot 1, INDUSTRIAL BUSINESS PARK INTERNATIONAL P. U.D. and along Westerly right-of-way line for Timberline Road and along the Easterly line of said Lot 1, INDUSTRIAL BUSINESS PARK INTERNATIONAL P. U.D. North 00°00’45” West 250.02 feet and again North 00°00’45” East 56.23 feet, more or less, to the Southwest corner of said EAST RIDGE ANNEXATION and the Northwest corner of said TIMBERLINE-INTERNATIONAL ANNEXATION NO. 1; thence departing said Westerly right-of-way line for Timberline Road and departing said Easterly line of said Lot 1, INDUSTRIAL BUSINESS PARK INTERNATIONAL P. U.D. and along the Southwesterly and Southeasterly lines of said TIMBERLINE-INTERNATIONAL ANNEXATION NO. 1 South 21°19’20” East 110.00 feet and again North 21°26’47” East 109.41 feet, more or less, to a point on the Southerly line of said EAST RIDGE ANNEXATION and the Easterly right-of-way line of Timberline Road and the Northeast corner of said TIMBERLINE-INTERNATIONAL ANNEXATION NO. 1 and the TRUE POINT OF BEGINNING.

Containing 37,272.2 square feet (0.86 Acres), more or less

is hereby annexed to the City of Fort Collins and made a part of said City, to be known as the Timberline-International Annexation No. 2, which annexation shall become effective upon completion of the conditions contained in Section 31-12-113, C.R.S., including, without limitation, all required filings for recording with the Larimer County Clerk and Recorder.
Section 4. That, in annexing the Property to the City, the City does not assume any obligation respecting the construction of water mains, sewer lines, gas mains, electric service lines, streets or any other services or utilities in connection with the Property hereby annexed except as may be provided by ordinances of the City.

Section 5. That the City hereby consents, pursuant to Section 37-45-136(3.6), C.R.S., to the inclusion of the Property into the Municipal Subdistrict, Northern Colorado Water Conservancy District.

Introduced, considered favorably on first reading, and ordered published this 4th day of February, A.D. 2020, and to be presented for final passage on the 18th day of February, A.D. 2020.

Mayor

ATTEST:

_______________________________
City Clerk

Passed and adopted on final reading on the 18th day of February, A.D. 2020.

Mayor

ATTEST:

_______________________________
City Clerk
AGENDA ITEM SUMMARY
City Council

February 18, 2020

STAFF

Pete Wray, Senior City Planner
Brad Yatabe, Legal

SUBJECT

Second Reading of Ordinance No. 032, 2020, Annexing the Property Known as the Timberline-International Annexation No. 3 to the City of Fort Collins, Colorado.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on February 4, 2020, annexes the third of three sequential tracts of land known collectively as the Timberline-International Annexations. Timberline-International Annexation No. 3 consists of 1.39 acres, which establishes the required 1/6 contiguity with existing City limits (Timberline-International Annexation No. 2). Timberline-International Annexation No. 3, located northwest of the North Timberline Road and International Boulevard intersection, incorporates the property into Fort Collins’ municipal boundaries, as well as into the Residential Neighborhood Sign District. A related item to zone the annexed property is presented as the next item on this Agenda.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

ATTACHMENTS

1. First Reading Agenda Item Summary, February 4, 2020 (w/o attachments) (PDF)
2. Ordinance No. 032, 2020 (PDF)
AGENDA ITEM SUMMARY
February 4, 2020

STAFF
Pete Wray, Senior City Planner
Brad Yatabe, Legal

SUBJECT
Items Relating to The Timberline-International Annexation No. 3

EXECUTIVE SUMMARY

A. Resolution 2020-017 Setting Forth Findings of Fact and Determinations Regarding the Timberline-International Annexation No. 3.

B. Public Hearing and First Reading of Ordinance No. 032, 2020, Annexing the Property Known as the Timberline-International Annexation No. 3 to the City of Fort Collins, Colorado.

The purpose of this item is to annex the third of three sequential tracts of land known collectively as the Timberline-International Annexations. Timberline-International Annexation No. 3 consists of 1.39-acres, which establishes the required 1/6 contiguity with existing City limits (Timberline-International Annexation No. 2). Timberline-International Annexation No. 3, located northwest of the North Timberline Road and International Boulevard intersection, would incorporate the property into Fort Collins’ municipal boundaries, as well as into the Residential Neighborhood Sign District. A related item to zone the annexed property is presented as the next item on this Agenda.

A citizen has asserted that the annexation petition does not comply with statutory requirements because less than fifty percent of the landowners in the area to be annexed who own more than fifty percent of the area, excluding public streets, alleys, and City owned land, signed the annexation petition, if deed-of-trust holders are treated as owners. Staff does not agree that deed-of-trust holders are considered owners for this purpose and believes the petitioner has satisfied all annexation requirements.

This annexation request is in conformance with the State of Colorado Revised Statutes as they relate to annexations, the City of Fort Collins Comprehensive Plan, and the Larimer County and City of Fort Collins Intergovernmental Agreements.

STAFF RECOMMENDATION

Staff recommends adoption of the Resolution and Ordinance on First Reading.

BACKGROUND / DISCUSSION

History

The Applicant has submitted a written petition requesting three sequential annexations. Timberline-International Annexation No. 3 is the third of this series of three sequential annexations, and totals 1.39 acres, which establishes 1/6 perimeter boundary contiguity with the existing municipal boundaries to the south and east (Timberline-International Annexation No. 2), located northeast of the North Timberline Road and International...
Boulevard intersection, into Fort Collins’ municipal boundaries, as well as into the Residential Neighborhood Sign District.

The property is located within the Fort Collins Growth Management Area (GMA). Pursuant to the Intergovernmental Agreement (Regarding Cooperation on Managing Urban Development), between Larimer County and the City, the City agrees to consider annexation of property in the GMA when the property is eligible for annexation according to State law.

Contiguity

The land within Annexation No. 3 consists of 1.39 acres, with a total contiguous perimeter (352.65 feet) of 33%, which satisfies the one-sixth (1/6) area required. Contiguity is gained from the Timberline-International Annexation No. 2.

Enclave Implications

Annexing this 1.39-acre tract of land does not create (nor does it contribute to creating) an enclave.

Citizen Assertion that the Annexation Petition Is Non-Compliant

On January 9, the City received an email from a concerned citizen asserting that the petitioner for the annexation, FR Holdings, Ltd., does not satisfy the statutory requirement that the petitioner must comprise more than fifty percent of the landowners in the area to be annexed who own more than fifty percent of the area, excluding public streets, alleys, and City-owned land. To support this assertion, the citizen submitted a deed of trust recorded on the land subject to the third annexation. The citizen is asserting that his deed of trust created an ownership interest in the beneficiary of the deed of trust and because the beneficiary did not sign the annexation petition, that the more than fifty percent annexation requirement is not satisfied. Staff’s understanding is that a deed of trust creates a lien on property and does not transfer an ownership interest to the beneficiary. Therefore, staff disagrees with the citizen’s assertion and believes the petitioner has satisfied the more than fifty percent annexation requirement.

Previous Council Actions

On December 17, 2019, City Council unanimously adopted Resolutions 2019-112, 2019-113, and 2019-114, initiating a series of annexations of right-of-way and the property owned by FR Holdings, Ltd., that accepted the annexation petitions and determined that the petitions followed all applicable state laws and notification requirements.

CITY FINANCIAL IMPACTS

No direct financial impacts result from the proposed Timberline-International Annexation No. 3.

BOARD / COMMISSION RECOMMENDATION

At its December 19, 2019, meeting, the Planning and Zoning Board voted 5-0 to recommend approval of the annexation and recommend that the property be placed in the Industrial (I) Zone District, as well as into the Residential Neighborhood Sign District. Since the item remained on the Planning and Zoning Board’s Consent Calendar, minutes from the hearing will not be provided.

PUBLIC OUTREACH

Notice of this annexation was published as required by Colorado Revised Statutes (“C.R.S”) Section 31-12-108. Notice was mailed to the owners of parcels abutting the right-of-way pursuant to C.R.S. Section 31-12-105.

A neighborhood meeting was held on August 29, 2019, for the annexation and zoning and conceptual plans for
the Timberline-International property.

Staff received an email and supporting evidence dated January 9, 2020 from Charlie Maverick, challenging that the Petitioners do not compromise at least 50% interest of the annexation property (Parcel #8708310001), in violation of CRS 31-12-107. Staff received a response from the Applicant’s representing Attorney, Tim Goddard, dated January 10, 2020. (Attachment 3)

ATTACHMENTS

1. Vicinity Map(PDF)
2. Annexation No. 3 Sequence Map (PDF)
3. Citizen Comment concerning Annexation Petition and related response (PDF)
ORDINANCE NO. 032, 2020
OF THE COUNCIL OF THE CITY OF FORT COLLINS
ANNEXING THE PROPERTY KNOWN AS THE TIMBERLINE-INTERNATIONAL
ANNEXATION NO. 3 TO THE CITY OF FORT COLLINS, COLORADO

WHEREAS, Resolution 2019-114, finding substantial compliance and initiating
annexation proceedings for the Timberline-International Annexation No. 3, as defined therein and
described below, was previously adopted by the City Council; and

WHEREAS, Resolution 2020-017 setting forth findings of fact and determinations
regarding the Timberline-International Annexation No. 3 was adopted concurrently with the first
reading of this Ordinance; and

WHEREAS, the City Council has determined that it is in the best interests of the City to
annex the property to be known as the Timberline-International Annexation No. 3 (the “Property”)
to the City.

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

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

Section 2. That the City Council hereby incorporates the findings of Resolution 2019-
114 and Resolution 2020-017 and further finds that it is in the best interests of the City to annex
the Property to the City.

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

That portion of Section 8, Township 7 North, Range 68 West of the 6th P.M., County of
Larimer, State of Colorado being more particularly described as follows:

Considering the East line of the Northwest Quarter of said Section 8 as bearing North
00°00'45" East and with all bearings contained herein relative thereto:

Beginning at the Southeast corner of the Northwest Quarter of said Section 8; thence along
the East line of said Northwest Quarter of said Section 8 North 00°00'45" East 56.00 feet,
more or less, to a point on the Southerly line of EAST RIDGE ANNEXATION, City of
Fort Collins, County of Larimer, State of Colorado and the Northerly line of
TIMBERLINE-INTERNATIONAL ANNEXATION NO. 1, City of Fort Collins, County
of Larimer, State of Colorado; thence departing said East line of said Northwest Quarter of
said Section 8 and along said Southerly line of EAST RIDGE ANNEXATION and along
said Northerly line of TIMBERLINE-INTERNATIONAL ANNEXATION NO. 1 South
89°32'31" East 30.00 feet, more or less, to a point on the Easterly right-of-way line of
Timberline Road; said point also being the Northeast corner of TIMBERLINE-
INTERNATIONAL ANNEXATION NO. 2, City of Fort Collins, County of Larimer, State
of Colorado; thence departing said Southerly line of EAST RIDGE ANNEXATION and departing said Northerly line of TIMBERLINE-INTERNATIONAL ANNEXATION NO. 1 and along said Easterly right-of-way line of Timberline Road and the Easterly lines of said TIMBERLINE-INTERNATIONAL ANNEXATION NO. 2 the following four (4) courses and distances: South 00°00'45" West 56.00 feet; South 00°00'45" East 236.46 feet; South 88°09'05" East 39.91 feet to the beginning of a non-tangent curve concave to the West having a central angle of 05°44'34" and a radius of 1170.50 feet, the long chord of which bears South 04°41'28" West a distance of 117.27 feet; thence Southerly along the arc of said curve 117.32 feet, more or less, the Southeast corner of said TIMBERLINE-INTERNATIONAL ANNEXATION NO. 2; thence departing said Easterly right-of-way line of Timberline Road and departing said Easterly lines of said TIMBERLINE-INTERNATIONAL ANNEXATION NO. 2 and along the South line of said TIMBERLINE-INTERNATIONAL ANNEXATION NO. 2 North 90°00'00" West 141.91 feet, more or less, to a point on the Westerly line of said TIMBERLINE-INTERNATIONAL ANNEXATION NO. 2; said point also being a point on the Southerly line of International Boulevard; said point also being a point on the Easterly line of Lot 3, SUMMIT VIEW INDUSTRIAL PARK P.D., THIRD FILING., County of Larimer, State of Colorado; thence along said Westerly line of said TIMBERLINE-INTERNATIONAL ANNEXATION NO. 2 and along said Southerly line of International Boulevard and along the Easterly and Northerly lines of said Lot 3, SUMMIT VIEW INDUSTRIAL PARK P.D., THIRD FILING North 44°58'04" West 7.47 feet and again North 89°35'04" West 4.11 feet; thence departing said Southerly line of International Boulevard and departing said Northerly line of said Lot 3, SUMMIT VIEW INDUSTRIAL PARK P.D., THIRD FILING and continuing along said Westerly line of said TIMBERLINE-INTERNATIONAL ANNEXATION NO. 2 North 00°24'56" East 100.00 feet, more or less, to a point on the Northerly line of International Boulevard; said point also being the Southwest corner of Lot 1, INDUSTRIAL BUSINESS PARK INTERNATIONAL P.U.D., County of Larimer, State of Colorado; said point also being on the Southerly line of said TIMBERLINE-INTERNATIONAL ANNEXATION NO. 2 and the TRUE POINT OF BEGINNING; thence along said Northerly line of International Boulevard and along the Southerly line of said Lot 1, INDUSTRIAL BUSINESS PARK INTERNATIONAL P.U.D. and along the Northerly line of said TIMBERLINE-INTERNATIONAL ANNEXATION NO. 2 South 89°35'04" East 40.28 feet, more or less, to the Southeast corner of said Lot 1, INDUSTRIAL BUSINESS PARK INTERNATIONAL P.U.D. said point a point on the Westerly right-of-way line for Timberline Road and a point on the Westerly line of said TIMBERLINE-INTERNATIONAL ANNEXATION NO. 2; thence departing said Northerly line of International Boulevard and departing said Southerly line of said Lot 1, INDUSTRIAL BUSINESS PARK INTERNATIONAL P.U.D. and departing said Northerly line of said TIMBERLINE-INTERNATIONAL ANNEXATION NO. 2 and along said Westerly right-of-way line for Timberline Road and along the Easterly line of said Lot 1, INDUSTRIAL BUSINESS PARK INTERNATIONAL P.U.D. and along said Westerly line of said TIMBERLINE-INTERNATIONAL ANNEXATION NO. 2 North 00°00'45” West 250.02 feet and again North 00°00’45” East 62.35 feet, more or less, to the Southwest corner of said EAST RIDGE ANNEXATION and the Northeast corner of said Lot 1, INDUSTRIAL BUSINESS PARK INTERNATIONAL P.U.D.; thence departing said Westerly right-of-way line for Timberline Road and departing said Easterly
line of said Lot 1, INDUSTRIAL BUSINESS PARK INTERNATIONAL P.U.D. and along the Northerly line of said Lot 1, INDUSTRIAL BUSINESS PARK INTERNATIONAL P.U.D. South 89°54’17” West 273.66 feet to the Northwest corner of said Lot 1, INDUSTRIAL BUSINESS PARK INTERNATIONAL P.U.D.; thence departing said Northerly line of said Lot 1, INDUSTRIAL BUSINESS PARK INTERNATIONAL P.U.D. and along the Westerly lines of said Lot 1, INDUSTRIAL BUSINESS PARK INTERNATIONAL P.U.D. South 00°00’00” East 97.63 feet and again South 47°29’15” East 316.66 feet, more or less, to a point on the Northerly line of International Boulevard; said point also being the Northwest corner of said TIMBERLINE-INTERNATIONAL ANNEXATION NO. 2 and the Southwest corner of said Lot 1, INDUSTRIAL BUSINESS PARK INTERNATIONAL P.U.D. and the TRUE POINT OF BEGINNING.

Containing 60,373.8 square feet (1.39 acres), more or less

is hereby annexed to the City of Fort Collins and made a part of said City, to be known as the Timberline-International Annexation No. 3, which annexation shall become effective upon completion of the conditions contained in Section 31-12-113, C.R.S., including, without limitation, all required filings for recording with the Larimer County Clerk and Recorder.

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

Section 5. That the City hereby consents, pursuant to Section 37-45-136(3.6), C.R.S., to the inclusion of the Property into the Municipal Subdistrict, Northern Colorado Water Conservancy District.

Introduced, considered favorably on first reading, and ordered published this 4th day of February, A.D. 2020, and to be presented for final passage on the 18th day of February, A.D. 2020.

__________________________

Mayor

ATTEST:

_______________________________

City Clerk
Passed and adopted on final reading on the 18th day of February, A.D. 2020.

Mayor

ATTEST:

City Clerk
STAFF

Judge Kathleen M. Lane, Chief Judge
Patty Netherton, Municipal Court Administrator
Jill Hueser, Legal

SUBJECT

Second Reading of Ordinance No. 034, 2020, Amending Chapter 1 of the Code of the City of Fort Collins to Establish Standards for Sentences to Probation and Deferred Judgments and Sentences.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on February 4, 2020, amends Chapter 1 of the City Code to describe how probation will be used in Municipal Court as a new sentencing alternative and to codify procedures for deferred judgment and sentencing dispositions.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

ATTACHMENTS

1. First Reading Agenda Item Summary, February 4, 2020 (w/o attachments)   (PDF)
2. Ordinance No. 034, 2020   (PDF)
AGENDA ITEM SUMMARY
City Council

February 4, 2020

STAFF
Judge Kathleen M. Lane, Chief Judge
Patty Netherton, Municipal Court Administrator
Jill Hueser, Legal

SUBJECT
First Reading of Ordinance No. 034, 2020, Amending Chapter 1 of the Code of the City of Fort Collins to Establish Standards for Sentences to Probation and Deferred Judgments and Sentences.

EXECUTIVE SUMMARY
The purpose of this item is to amend Chapter 1 of the City Code to describe how probation will be used in Municipal Court as a new sentencing alternative and to codify procedures for deferred judgment and sentencing dispositions.

STAFF RECOMMENDATION
Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION
The Fort Collins Municipal Court is in the process of creating a Probation Division, thanks to budget approval for a new position of Probation Officer beginning in 2020. Probation will be used as an alternative sentence to fines or jail. Probation may include intensive personalized services for defendants, using evidence-based testing and practices to get to the underlying or root cause(s) of the violation(s) committed. The goals of probation will include compliance with court-ordered programs, reducing recidivism rates through early intervention thereby lessening the financial impact on the community, and helping defendants remove barriers to leading law-abiding, productive lives within the community.

Court staff has been working with Prosecution and Defense Attorneys to design the processes and forms that will be used when cases are referred to probation. An ordinance amending the City Code to permit sentences to probation and to provide a general outline for cases referred to probation and/or deferred judgment and sentencing is an important part of that process. This proposed ordinance describes the types of cases that may be referred to probation, length of probation, common conditions of probation, and procedures for revocation of probation due to condition violation(s). The ordinance also contains a provision relating to deferred judgment and sentence dispositions to codify existing practices.

CITY FINANCIAL IMPACTS
The recommended addition to the City Code will not result in any impacts to the City’s financial resources.

ATTACHMENTS
1. Powerpoint presentation (PDF)
ORDINANCE NO. 034, 2020
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING CHAPTER 1 OF THE CODE OF THE CITY OF FORT COLLINS TO ESTABLISH STANDARDS FOR SENTENCES TO PROBATION AND DEFERRED JUDGMENTS AND SENTENCES

WHEREAS, the City Council provided funds for hiring and employment of a probation officer by the Fort Collins Municipal Court in the 2020 budget; and

WHEREAS, probation, which is an alternative to fines and jail time, provides a benefit to both offenders and the community in allowing for rehabilitative action and appropriate supervision; and

WHEREAS, Municipal Court is increasingly sentencing individuals with needs that can be addressed through a probationary sentence, such as substance abuse disorders and mental health issues; and

WHEREAS, supervision by probation will increase the likelihood that individuals will engage in treatment and complete sentencing requirements and increase early intervention and rehabilitation for municipal offenders; and

WHEREAS, probationary sentences are lower cost than incarceration and will allow low-risk offenders to remain in the community and work toward greater stability and productivity; and

WHEREAS, in order to effectively run a probation division, the City needs to establish both authority to sentence to probation and procedures for revocation of probation; and

WHEREAS, deferred judgements and sentences allow offenders to complete certain conditions and have their guilty pleas withdrawn and the case dismissed; and

WHEREAS, conditions placed on a deferred judgment and sentence would be appropriately supervised by a probation division; and

WHEREAS, a uniform procedure for revoking probation and/or a deferred judgment and sentence ensures fairness and due process; and

WHEREAS, guidance and express authorization for imposing probation sentences will ensure Municipal Court judges sentence consistently and fairly; and

WHEREAS, the City Council has determined that the proposed amendments are in the best interests of the City and are necessary for the health, safety, and welfare of the City’s citizens.

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

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

Section 2. That Chapter 1 of the Code of the City of Fort Collins is hereby amended by adding new Sections 1-25 through 1-28 to read as follows:

Sec. 1-25. Sentences to Probation.

(a) A person who has been convicted of a non-traffic offense is eligible to apply to the Municipal Court for probation. A person may be referred to or ordered to probation for supervision of conditions of any deferred judgment and sentence agreement.

(b) The Municipal Court may grant the defendant probation for such period and upon such terms and conditions as it deems just and appropriate, balancing the best interests of both the public and the defendant. The length of probation is at the Municipal Court’s discretion and may exceed the maximum period of incarceration authorized for the classification of the offense of which the defendant is convicted but shall not exceed two (2) years.

(c) If the Municipal Court grants the defendant probation, the order placing the defendant on probation shall take effect upon entry and, if any appeal is brought, shall remain in effect pending review by an appellate court unless the court grants a stay of probation. Unless an appeal is filed that raises a claim that probation was granted contrary to law, the Municipal Court shall retain jurisdiction of the case.

(d) In addition to imposing other conditions, if the conviction is for a misdemeanor, the Municipal Court may impose jail as a condition of probation. The aggregate length of any such commitment whether continuous or at designated intervals may not exceed sixty (60) days.

(e) The Municipal Court, in its discretion may grant probation to a defendant unless it is satisfied that imprisonment is the more appropriate sentence because:

(1) There is undue risk that during a period of probation the defendant will commit another crime; or

(2) the defendant is in need of correctional treatment that can most effectively be provided by a sentence to imprisonment; or

(3) a sentence to probation will unduly deprecate the seriousness of the defendant's crime or undermine respect for law; or

(4) the defendant’s past criminal record indicates that probation would fail to accomplish its intended purposes; or

(5) the crime, the facts surrounding it, or the defendant's history and character do not justify the granting of probation.
(f) The following factors, or the converse thereof where appropriate, while not controlling the discretion of the Municipal Court, shall be accorded weight in making determinations called for by this Section:

(1) the defendant's criminal conduct neither caused nor threatened serious harm to another person or his or her property;

(2) the defendant did not plan or expect that such criminal conduct would cause or threaten serious harm to another person or his or her property;

(3) the defendant acted under strong provocation;

(4) there were substantial grounds which, though insufficient to establish a legal defense, tend to excuse or justify the defendant's conduct;

(5) the victim of the defendant's conduct induced or facilitated its commission;

(6) the defendant has made or will make restitution or reparation to the victim of the defendant’s conduct for the damage or injury which was sustained;

(7) the defendant has no history of prior criminal activity or has led a law-abiding life for a substantial period of time before the commission of the present offense;

(8) the defendant's conduct was the result of circumstances unlikely to recur;

(9) the character, history, and attitudes of the defendant indicate that the defendant is unlikely to commit another crime;

(10) the defendant is particularly likely to respond affirmatively to probationary treatment;

(11) imprisonment would entail undue hardship to the defendant or the defendant’s dependents;

(12) the defendant is elderly or in poor health;

(13) the defendant did not abuse a public position of responsibility or trust;

(14) the defendant cooperated with law enforcement authorities by bringing other offenders to justice, or otherwise.

Nothing in this Section shall be deemed to require explicit reference to these factors in a presentence report or by the Municipal Court at sentencing.

(a) The conditions of probation shall be such as the Municipal Court in its discretion deems reasonably necessary to ensure that the defendant will lead a law-abiding life and to assist the defendant in doing so. Mandatory conditions of probation shall include:

(1) that the defendant not commit another offense during the period for which the sentence or deferred judgment and sentence remains subject to revocation;

(2) that the defendant make restitution if ordered;

(3) that the defendant comply with any court orders regarding substance abuse testing and treatment; and

(4) that the defendant not harass, molest, intimidate, retaliate against, or tamper with the victim of or any prosecution witnesses to the crime, unless the Municipal Court makes findings that such condition is not necessary.

(b) When granting probation, the Municipal Court may, as a condition of probation, require that the defendant:

(1) work faithfully at a suitable employment or faithfully pursue a course of study or of vocational training that will equip the defendant for suitable employment;

(2) undergo available medical or psychiatric treatment and remain in a specified institution if required for that purpose.

(3) participate in restorative justice practices, if available, and the defendant is determined suitable by a designated restorative justice practices facilitator. Failure to complete the requirements arising from a restorative justice conference may be considered a violation of probation. Nothing in this subparagraph shall be construed to require a victim to participate in restorative justice practices or a restorative justice victim-offender conference.

(4) pay reasonable costs of the Municipal Court proceedings or costs of supervision of probation, or both.

(5) pay any fines or fees imposed by the Municipal Court or complete useful public service in lieu of payment if the defendant is deemed indigent by the Municipal Court;

(6) refrain from possessing a firearm, destructive device, or other dangerous weapon unless granted written permission by the Municipal Court or probation officer;

(7) refrain from use or excessive use of alcohol or any unlawful use of controlled substances, or of any other dangerous or abusable drug without a prescription; except that the Municipal Court shall not, as a condition of probation, prohibit the possession or use of medical marijuana, unless the Municipal Court determines, based on any material
evidence, that a prohibition against the possession or use of medical marijuana is necessary and appropriate to accomplish the goals of sentencing;

(8) report to a probation officer at reasonable times as directed by the Municipal Court or the probation officer;

(9) remain within the jurisdiction of the Municipal Court, unless granted permission to leave by the Municipal Court or the probation officer;

(10) answer all reasonable inquiries by the probation officer and promptly notify the probation officer of any change in physical, mailing and email addresses, phone numbers or employment;

(11) be subject to home detention;

(12) be subject to electronic or global position monitoring;

(13) satisfy any other conditions reasonably related to the defendant's rehabilitation and the purposes of probation;

(14) participate in drug treatment. If the defendant's assessed treatment need is for residential treatment, the Municipal Court may make residential drug treatment a condition of probation;

(15) attend school or an educational program or to work toward the attainment of a high school diploma or the successful completion of a high school equivalency examination; except that the Municipal Court shall not require any juvenile to attend a school from which such juvenile has been expelled without the prior approval of that school's local board of education;

(16) participate in Special Agency Session or other programs.

(c) A defendant who is granted probation or is on a deferred judgment and sentence supervised by probation shall be given a written statement explicitly setting forth the conditions of probation or probation supervised deferred judgment and sentence.

(d) For good cause shown and after notice to the defendant, the City Attorney’s Office, and the probation officer, and after a hearing if the defendant or the City Attorney’s Office requests it, the Judge may reduce or increase the term of probation or alter the conditions or impose new conditions.

Sec. 1-27. Deferred Judgment and Sentence.

(a) In any case in which the defendant has entered a plea of guilty or no contest, the Municipal Court has the power, with the written consent of the defendant, the defendant’s attorney of record, and the City Attorney’s Office, to continue the case for the purpose of entering judgment and
sentence upon the plea of guilty for a period not to exceed two (2) years. The period shall begin to run from the date that the Municipal Court continues the case.

(b) Prior to entry of a plea of guilty or no contest to be followed by deferred judgment and sentence, the City Attorney’s Office, in the course of plea discussion is authorized to enter into a written stipulation, to be signed by the defendant, the defendant's attorney of record, and the City Attorney’s Office, under which the defendant is obligated to adhere to such stipulation. The conditions imposed in the stipulation shall be similar in all respects to conditions permitted as part of probation and a deferred judgment and sentence may be supervised by a probation officer. In addition, the stipulation may require the defendant to perform community or charitable work service projects or make donations thereto.

(c) Upon full compliance by the defendant with the written conditions of a stipulation, the plea of guilty or no contest previously entered shall be withdrawn and the charge upon which the judgment and sentence of the Municipal Court was deferred shall be dismissed with prejudice and the defendant given notice of eligibility to seal municipal records pertaining to the case dismissed.

(d) When, as a condition of the deferred judgment and sentence, the Municipal Court orders the defendant to make restitution and has determined that the defendant has the ability to pay, evidence of failure to pay the restitution shall constitute prima facie evidence of a violation.

(e) Whether a breach of condition has occurred shall be determined by the Municipal Court without a jury upon motion of the City Attorney’s Office and upon notice of hearing thereon of not less than seven (7) days to the defendant or the defendant's attorney of record. Failure of the defendant to appear before the Municipal Court as required shall be deemed a violation of the conditions of a deferred judgment and sentence supervised by probation and the Municipal Court may issue a warrant for the defendant’s arrest.

(f) Application for entry of judgment and imposition of sentence may be made by the City Attorney’s Office at any time within the term of the deferred judgment and sentence or within thirty-five (35) days thereafter.

(g) The burden of proof at the hearing shall be by a preponderance of the evidence, and the procedural safeguards required in a revocation of probation hearing shall apply.

(h) When a defendant signs a stipulation providing that judgment and sentence shall be deferred for a time certain, defendant waives all rights to a trial.

(i) A warrant for the arrest of any defendant for breach of a condition of a deferred judgment and sentence may be issued by any judge of the Municipal Court upon the report of a probation officer, or upon the verified complaint of any person, establishing to the satisfaction of the judge probable cause to believe that a condition of the deferred judgment and sentence has been violated and that the arrest of the defendant is reasonably necessary.

Sec. 1-28. Revocation of probation or deferred judgment and sentence supervised by probation.

-6-
(a) If a probation officer has reason to believe that the conditions of probation or a deferred judgment and sentence have been violated by any defendant on probation or under probation supervision of conditions of a deferred judgment and sentence, the probation officer may notify the prosecutor. The prosecutor may file a motion to revoke probation and request a hearing. The Municipal Court may issue notice of hearing requiring the defendant to appear before the Municipal Court at a specified time and place to answer charges of violation of the conditions of probation. The motion to revoke and request for hearing shall contain a brief statement of the violation and the date and place thereof. A copy of the motion shall be given to the defendant a reasonable length of time before the defendant’s scheduled appearance in Municipal Court.

(b) Failure of the defendant to appear before the Municipal Court as required shall be deemed a violation of the conditions of probation or conditions of a deferred judgment and sentence supervised by probation and the Municipal Court may issue a warrant for the defendant’s arrest.

(c) At the first appearance of the defendant in Municipal Court or at the commencement of the hearing, whichever is first in time, the Municipal Court shall advise the defendant of his or her rights in the revocation proceeding, including the right to court-appointed counsel if qualifies as indigent and that there is no right to a trial by jury in proceedings for revocation of probation.

(d) At or prior to the commencement of the hearing, the Municipal Court shall advise the defendant of the alleged violations of conditions of probation and the possible penalties and shall require the defendant to admit or deny the allegations.

(e) At the hearing, the prosecution has the burden of establishing by a preponderance of the evidence the violation of a condition of probation; except that the commission of a criminal offense must be established beyond a reasonable doubt unless the defendant has been convicted thereof in a criminal proceeding. The Municipal Court may, when it appears that the alleged violation of conditions of probation consists of an offense with which the defendant is charged in a criminal proceeding then pending, continue the probation revocation hearing until the termination of the criminal proceeding.

(f) When, in a revocation hearing, the alleged violation of a condition is the defendant’s failure to pay court-ordered compensation to appointed counsel, probation fees, court costs, restitution, or reparations, evidence of the failure to pay shall constitute prima facie evidence of a violation. Any evidence having probative value shall be received regardless of its admissibility under the exclusionary rules of evidence if the defendant is accorded a fair opportunity to rebut hearsay evidence. The Municipal Court shall not revoke probation for failure to pay unless the Municipal Court has made findings on the record, after providing notice to the defendant and a hearing, that the defendant has the ability to comply with the Municipal Court’s order to pay a monetary amount due without undue hardship to the defendant or the defendant’s dependents and that the defendant has not made a good-faith effort to comply with the order.

(g) For purposes of subsection, a defendant or a defendant’s dependents are considered to suffer undue hardship if they would be deprived of money needed for basic living necessities, such as food, shelter, clothing, necessary medical expenses, or child support. In determining whether a
defendant is able to comply with an order to pay a monetary amount without undue hardship to the defendant or the defendant's dependents, the Municipal Court shall consider:

(1) whether the defendant is experiencing homelessness;

(2) the defendant's present employment, income, and expenses;

(3) the defendant's outstanding debts and liabilities, both secured and unsecured;

(4) whether the defendant has qualified for and is receiving any form of public assistance, including food stamps, temporary assistance for needy families, medicaid, or supplemental security income benefits;

(5) the availability and convertibility, without undue hardship to the defendant or the defendant's dependents, of any real or personal property owned by the defendant;

(6) whether the defendant resides in public housing;

(7) whether the defendant's family income is less than two hundred percent of the federal poverty line, adjusted for family size; and

(8) any other circumstances that would impair the defendant's ability to pay.

(h) If the defendant is in custody, the hearing shall be held within fourteen (14) days after the filing of the complaint, unless delay or continuance is granted by the court at the instance or request of the defendant or for other good cause found by the Municipal Court justifying further delay.

(i) If the defendant fails to appear at the hearing referenced in this paragraph after receiving notice, the Municipal Court may issue a warrant for his or her arrest for failure to appear.

(j) If the Municipal Court determines that a violation of a condition of probation has been committed, it shall, within seven (7) days after the said hearing, either revoke or continue the probation. If probation is revoked, the Municipal Court may then impose any sentence or grant any probation pursuant to the provisions of Code Section 1-15 which might originally have been imposed or granted.

Introduced, considered favorably on first reading, and ordered published this 4th day of February, A.D. 2020, and to be presented for final passage on the 18th day of February, A.D. 2020.

Mayor

ATTEST:

_______________________________
City Clerk
Passed and adopted on final reading on the 18th day of February, A.D. 2020.

______________________________
Mayor

______________________________
City Clerk
STAFF

Sue Beck-Ferkiss, Social Policy and Housing Program Manager
Jeff Mihelich, Deputy City Manager
Ingrid Decker, Legal

SUBJECT

Second Reading of Ordinance No. 035, 2020, Appropriating Prior Year Reserves to Purchase Property on North College Avenue for the Affordable Housing Land Bank.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on February 4, 2020, appropriates funds for the purchase of an approximately 5-acre parcel of land just west of North College Avenue for the City’s affordable housing Land Bank Program.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

ATTACHMENTS

1. First Reading Agenda Item Summary, February 4, 2020 (w/o attachments)  (PDF)
2. Ordinance No. 035, 2020  (PDF)
STAFF

Sue Beck-Ferkiss, Social Policy and Housing Program Manager
Jeff Mihelich, Deputy City Manager
Ingrid Decker, Legal

SUBJECT

First Reading of Ordinance No. 035, 2020, Appropriating Prior Year Reserves to Purchase Property on North College Avenue for the Affordable Housing Land Bank.

EXECUTIVE SUMMARY

The purpose of this item is to appropriate funds for the purchase of an approximately 5-acre parcel of land just west of North College Avenue for the City’s affordable housing Land Bank Program.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

The Land Bank Program is the City’s only long-term affordable housing development incentive. The program is designed to buy land for future affordable housing development. This locks in land values at current prices with an expectation of appreciation. That allows the land to be sold at no more than 90% of the fair market value at the time of development, building in subsidy for the ultimate affordable housing project. This also preserves locations for the future to ensure that affordable housing will be well distributed throughout the City. City Code requires the proceeds of the sale of land bank parcels to be used to buy more land for future affordable housing development.

Since the sale of the Horsetooth land bank parcel to Housing Catalyst for the development of the Village on Horsetooth, staff has been looking for land to add to the Land Bank Program. The western portion of the property owned by Hoag Commercial Rentals LLC, located at 1475 North College Avenue has been identified as a good addition to the Land Bank Program’s holdings (the portion is approximately 5 acres). (Attachment 1.) The seller will retain the eastern portion of the property. This site meets the City Code requirements for Land Bank acquisitions as follows:

- The land must be acquired from a willing seller. The seller approached the City with this opportunity.
- The cost must not exceed fair market value. Based on information on market values provided by City Real Estate Services staff, the cost of this property does not exceed fair market value. (Attachment 2)
- Either at the time of acquisition or within 10 years the land will likely be within one-half mile of at least 3 of the 5 planned or existing facilities: Public transit route; public school; park; employment, industrial, campus or downtown district; and commercial center. This property is currently within ½ mile of public transit routes, employment areas, and commercial centers. (Attachment 3)
- The land must be within the Fort Collins Growth Management Area (GMA). This parcel is in the City’s GMA. (Attachment 1)
City Code authorizes the City Manager to acquire land on behalf of the City for the Land Bank Program when funds have been appropriated for this purpose. The final purchase price for this parcel cannot be calculated until a survey of the land has been completed. The intention is to acquire the western section of the property which is estimated at around 5 acres. The parties have agreed to a price of five dollars and 85 cents ($5.85) per square foot to be calculated after the survey is completed and prior to closing on the purchase. The parties anticipate that the total purchase price will not exceed $1,276,679. This item seeks an appropriation of up to $1,276,679 for the purchase of the western portion of the parcel as identified by the survey. If the final purchase price is less than the appropriated amount, less funding will be used. If additional funding is required, staff will return to Council for consideration of that different amount. The Land Bank Program has the funding necessary to complete this purchase.

**CITY FINANCIAL IMPACTS**

The City will pay up to $1,276,679 for a land bank parcel with funds from the Land Bank Program Reserves within the General Fund and will own an asset valued at the same amount.

**BOARD / COMMISSION RECOMMENDATION**

The Affordable Housing Board has been made generally aware of staff’s efforts to locate and purchase another land bank parcel but has not been given particulars about this parcel.

**PUBLIC OUTREACH**

None.

**ATTACHMENTS**

1. Location map (PDF)
2. Comparable Values Map (PDF)
3. Parcel Proximity to Amenities (PDF)
4. Powerpoint presentation (PDF)
WHEREAS, on April 17, 2001, the City Council adopted Ordinance No. 048, 2001, enacting Article XIII of the Chapter 23 of the City Code regarding land banking; and

WHEREAS, the purpose of the land bank program is to enable the City to acquire, hold and sell real property to assist housing providers in providing affordable rental and homeownership housing for low-income residents; and

WHEREAS, in 2017 the City sold a land bank property to Housing Catalyst for construction of the Village on Horsetooth project, and since then City staff has been looking for an appropriate parcel to purchase with the proceeds of that sale; and

WHEREAS, the owner of a property at 1475 North College Avenue has offered to sell the eastern portion of that property, approximately 5 acres in size, to the City for land bank purposes (the “Property”), with the owner retaining the remaining parcel; and

WHEREAS, the Property meets the criteria specified in Section 23-352 of the City Code for acquisition of land bank properties; and

WHEREAS, the purchase price of the Property would be $5.85 per square foot with the precise square footage to be determined by a survey once the Property is under contract; and

WHEREAS, City staff expects that the total purchase price of the Property will not exceed $1,276,679, and so has requested that the Council appropriate that amount for purchase of the Property; and

WHEREAS, this appropriation benefits public health, safety and welfare of the citizens of Fort Collins and serves the public purpose of adding property to the City’s land banking program for the future construction of affordable housing; and

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

WHEREAS, the City Manager has recommended the appropriation described herein and determined that this appropriation is available and previously unappropriated from the General Fund and will not cause the total amount appropriated in the General Fund to exceed the current estimate of actual and anticipated revenues to be received in that fund during any fiscal year.
NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

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

Section 2. That there is hereby appropriated from prior year reserves in the General Fund within the Land Bank Program the sum of ONE MILLION TWO HUNDRED SEVENTY-SIX THOUSAND SIX HUNDRED SEVENTY-NINE DOLLARS ($1,276,679) for expenditure in the General Fund for the purchase of the eastern portion of the property at 1475 North College Avenue, as described herein.

Introduced, considered favorably on first reading, and ordered published this 4th day of February, A.D. 2020, and to be presented for final passage on the 18th day of February, A.D. 2020.

ATTEST:

Mayor

City Clerk

Passed and adopted on final reading on the 18th day of February, A.D. 2020.

ATTEST:

Mayor

City Clerk
AGENDA ITEM SUMMARY
City Council

February 18, 2020

STAFF
Zoe Shark, Public Engagement Manager
Ingrid Decker, Legal

SUBJECT
Second Reading of Ordinance No. 036, 2020, Appropriating Unanticipated Grant Revenue and Authorizing Transfers in the Natural Areas Fund for the Club Outdoors Program.

EXECUTIVE SUMMARY
This Ordinance, unanimously adopted on First Reading on February 4, 2020, appropriates a $70,660 grant awarded by the D.R. & V. Pulliam Charitable Trust into the Natural Areas Department’s 2020 budget. This grant was awarded to support Club Outdoors, an after-school and summer program that connects Boys & Girls Club members to natural areas. Most of the grant ($58,400) will be the salary for two summer internships and a new contractual staff person to run Club Outdoors for one year. The rest of the funds will cover expenses such as transportation, food, and gear for participants. The grant requires the Natural Areas Department to cover the benefits costs of the positions, $16,161, a funding match of approximately 22%. The match will come from previously appropriated Natural Areas Department funds.

STAFF RECOMMENDATION
Staff recommends adoption of the Ordinance on Second Reading.

ATTACHMENTS
1. First Reading Agenda Item Summary, February 4, 2020 (w/o attachments)  (PDF)
2. Ordinance No. 036, 2020  (PDF)
AGENDA ITEM SUMMARY
City Council
February 4, 2020

STAFF
Zoe Shark, Public Engagement Manager
Ingrid Decker, Legal

SUBJECT
First Reading of Ordinance No. 036, 2020, Appropriating Unanticipated Grant Revenue and Authorizing Transfers in the Natural Areas Fund for the Club Outdoors Program.

EXECUTIVE SUMMARY
The purpose of this item is to appropriate a $70,660 grant awarded by the D.R. & V. Pulliam Charitable Trust into the Natural Areas Department’s 2020 budget. This grant was awarded to support Club Outdoors, an after-school and summer program that connects Boys & Girls Club members to natural areas. Most of the grant ($58,400) will be the salary for two summer internships and a new contractual staff person to run Club Outdoors for one year. The rest of the funds will cover expenses such as transportation, food, and gear for participants. The grant requires the Natural Areas Department to cover the benefits costs of the positions, $16,161, a funding match of approximately 22%. The match will come from previously appropriated Natural Areas Department funds.

STAFF RECOMMENDATION
Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION
City of Fort Collins Natural Areas Department makes it a priority to reach audiences that traditionally have not had access to outdoor programming, such as Boys & Girls Club members. This is because the privilege of experiencing Colorado’s special outdoor places is, unfortunately, not available to all children in northern Colorado. This means that young people may not have access to nature’s benefits such as physical and mental health, increased focus and attention, a sense of connectedness to nature and community, and more. Without kids that care about getting outside and who see the value of nature, the future conservation of natural areas is at serious risk.

This commitment to underserved youth was the inspiration for Club Outdoors, a very successful partnership between the Natural Areas Department and two Boys & Girls Club locations in 2018-2019. With this grant, Club Outdoors will be expanded to provide weekly activities, increase its reach to include the Loveland Boys & Girls Club location, and to add more field trips to Bobcat Ridge Natural Area.

Club Outdoors, and its expansion funded by this grant, is an example of City Council’s priority to use an equity lens (Neighborhood Livability and Social Health) and improve equitable participation through expanded programming (Culture and Recreation).

This grant supports the Natural Areas Department’s strategic goals to connect people to nature and expand equity and inclusion efforts. The grant is for one year, and continuing funds are anticipated to be sought from Pulliam Charitable Trust.
CITY FINANCIAL IMPACTS

City resources would increase by $70,660. Required matching funds (amount $16,161) have already been appropriated in the 2020 Natural Areas Fund.

BOARD / COMMISSION RECOMMENDATION

On January 8, 2020, the Land Conservation and Stewardship Board unanimously recommended City Council appropriate the grant funds of $70,660 into the Natural Areas 2020 budget.

ATTACHMENTS

1. Land Conservation and Stewardship Board Minutes, January 8, 2020 (draft) (PDF)
2. Powerpoint presentation (PDF)
ORDINANCE NO. 036, 2020
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROPRIATING UNANTICIPATED GRANT REVENUE AND AUTHORIZING TRANSFERS IN THE NATURAL AREAS FUND FOR THE CLUB OUTDOORS PROGRAM

WHEREAS, in 2018, in collaboration with Boys & Girls Club, the City’s Natural Areas Department created the Club Outdoors Program; and

WHEREAS, Club Outdoors is intended to reach underserved youth and provide them with experiences in the outdoors that will connect them to nature and build their sense of community; and

WHEREAS, the Natural Areas Department has been awarded a grant of $70,660 by the D.R. and V. Pulliam Charitable Trust to support Club Outdoors in 2020 (the “Grant”), and City staff is requesting that the Council appropriate the Grant proceeds into the Natural Areas Fund to be expended for this purpose; and

WHEREAS, the majority of the Grant proceeds would be used for salaries for a new contractual staff person to run Club Outdoors for one year, and two summer interns; and

WHEREAS, this appropriation benefits public health, safety and welfare of the citizens of Fort Collins and serves the public purposes of expanding access to and equitable participation in City programs and facilities, and increasing interest in the conservation of natural areas; and

WHEREAS, the Grant requires the City to cover the costs of benefits for the new positions at a cost of approximately $16,161; and

WHEREAS, the funds to cover this match are appropriated and available in the Natural Areas Department operating budget; and

WHEREAS, Article V, Section 9, of the City Charter permits the City Council to make supplemental appropriations by ordinance at any time during the fiscal year, provided that the total amount of such supplemental appropriations, in combination with all previous appropriations for that fiscal year, does not exceed the current estimate of actual and anticipated revenues to be received during the fiscal year; and

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

WHEREAS, Article V, Section 10, of the City Charter authorizes the City Council to transfer by ordinance any unexpended and unencumbered appropriated amount or portion thereof
from one fund or capital project account to another fund or capital project account, provided that the purpose for which the transferred funds are to be expended remains unchanged.

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

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

Section 2. That there is hereby appropriated from unanticipated grant revenue in the Natural Areas Fund the sum of SEVENTY THOUSAND SIX HUNDRED SIXTY DOLLARS ($70,660) for expenditure in the Natural Areas Fund for the Club Outdoors Program.

Section 3. That the unexpended appropriated amount of SIXTEEN THOUSAND ONE HUNDRED SIXTY-ONE DOLLARS ($16,161) is authorized for transfer from the Natural Areas Department operating budget in the Natural Areas Fund to the Club Outdoors Program and appropriated therein.

Introduced, considered favorably on first reading, and ordered published this 4th day of February, A.D. 2020, and to be presented for final passage on the 18th day of February, A.D. 2020.

__________________________________
Mayor

ATTEST:

__________________________________
City Clerk

Passed and adopted on final reading on the 18th day of February, A.D. 2020.

__________________________________
Mayor

ATTEST:

__________________________________
City Clerk
AGENDA ITEM SUMMARY
City Council
February 18, 2020

STAFF

Tom Leeson, Director, Comm Dev & Neighborhood Svrs
Brad Yatabe, Legal

SUBJECT

First Reading of Ordinance No. 040, 2020, Ratifying City Plan and Its Components and Elements.

EXECUTIVE SUMMARY

The purpose of this item is to ratify by ordinance City Plan and its components and elements as previously adopted by resolution in order to clarify that City Plan and its components and elements may be utilized as binding standards when referenced in the Land Use Code. In 2019, Council adopted an updated version of City Plan to replace the version of City Plan adopted in 2011. The prior City Plan adopted in 2011 would be ratified solely for purposes of reviewing development applications submitted prior to the effective date of the current version of City Plan adopted in 2019. For all other purposes, the version of City Plan adopted in 2019 would be ratified.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

In 1996 and 1997, the City Council, through an extensive planning effort, created and adopted a new comprehensive master plan for the City known as City Plan that included, and continues to include, various additional components and elements such as the Master Street Plan and subarea plans. Since then, major updates to City Plan have occurred including in 2011 (“2011 City Plan”) by means of Resolution 2011-015, and in 2019 (“2019 City Plan”) by means of Resolution 2019-048.

The Land Use Code refers to City Plan and its components and elements in several sections including Section 3.6.1, Master Street Plan, and Section 4.29(D), PUD Master Plan Review Procedure. When the City adopts binding standards, it routinely does so by means of an ordinance. In order to clarify that City Plan and its components and elements may be utilized as binding standards when referenced in the Land Use Code, Ordinance No. 040, 2020, would ratify City Plan as previously adopted.

Although the 2011 City Plan has been replaced by the 2019 City Plan, 2011 City Plan may be applicable to development applications submitted prior to the effective date of the 2019 City Plan. Therefore, Ordinance No. 040, 2020, would ratify the 2011 City Plan and its components and elements for the sole purpose of assessing development applications received prior to the effective date of the 2019 City Plan.

The Montava PUD Overlay is an example of a development application submitted prior to the effective date of the 2019 City Plan to which the 2011 City Plan was applied. In order to achieve compliance with the 2011 City Plan and its components and elements, the Montava PUD Master Plan required amendments to the Mountain Vista Subarea Plan, the Master Street Plan, and the Parks and Recreation Policy Plan (“Plans”). The amendments were adopted by means of Resolution 2020-004, 2020-005, and 2020-006, respectively.
amended Plans are applicable to both the 2011 City Plan and the 2019 City Plan and Ordinance 040, 2020, ratifies the Plans for both versions of City Plan.
ORDINANCE NO. 040, 2020
OF THE COUNCIL OF THE CITY OF FORT COLLINS
RATIFYING CITY PLAN AND ITS COMPONENTS AND ELEMENTS

WHEREAS, in 1996 and 1997, the City Council, through an extensive planning effort, created and adopted a new comprehensive master plan for the City known as "City Plan" that included, and continues to include, various additional components and elements such as the Master Street Plan and subarea plans; and

WHEREAS, on February 15, 2011, City Council adopted Resolution 2011-015, adopting a major update to City Plan (the “2011 City Plan”); and

WHEREAS, on April 16, 2019, City Council adopted Resolution 2019-048, adopting a major update of the 2011 City Plan (the “2019 City Plan”); and

WHEREAS, the City Plan elements amended in Resolution 2020-004 regarding the Mountain Vista Subarea Plan, Resolution 2020-005 regarding the Master Street Plan, and Resolution 2020-006 regarding the Parks and Recreation Policy Plan were elements of the 2011 City Plan, and continue to be elements of the 2019 City Plan, as amended in said resolutions; and

WHEREAS, the City of Fort Collins Land Use Code refers to City Plan and its components and elements in various sections; and

WHEREAS, in order to clarify that City Plan and its components and elements may be utilized as binding standards when referenced in the City of Fort Collins Land Use Code, City Council desires to ratify by ordinance the previously adopted 2011 City Plan and 2019 City Plan and their respective components and elements; and

WHEREAS, City Council finds that such ratification is in the best interests of the citizens of Fort Collins.

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

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

Section 2. That the City Council hereby ratifies, as of the original date of their adoption (nunc pro tunc), the 2011 City Plan and each of its previously adopted components and elements, including but not limited to the City Plan elements adopted in Resolution 2020-004, Resolution 2020-005, and Resolution 2020-006 (collectively, the “Plans”), for the purpose of applying applicable portions of the 2011 City Plan and its components and elements to development applications submitted pursuant to the Fort Collins Land Use Code prior to the effective date of 2019 City Plan.
Section 3. That the City Council hereby ratifies, as of the original date of their adoption (\textit{nunc pro tunc}), the previously adopted 2019 City Plan and each of its separately adopted components and elements, including, without limitation, the Plans, for the purpose of applying applicable portions of the 2019 City Plan and its components and elements to development applicants submitted pursuant to the Fort Collins Land Use Code after the effective date of the 2019 City Plan.

Introduced, considered favorably on first reading, and ordered published this 18th day of February, A.D. 2020, and to be presented for final passage on the 3rd day of March, A.D. 2020.

\begin{center}
ATTEST:
\end{center}

\begin{center}
_______________________________
City Clerk
\end{center}

Passed and adopted on final reading on the 3rd day of March, A.D. 2020.

\begin{center}
ATTEST:
\end{center}

\begin{center}
_______________________________
City Clerk
\end{center}
AGENDA ITEM SUMMARY
February 18, 2020

STAFF
Nina Bodenhamer, City Give Director
John Duval, Legal

SUBJECT
First Reading of Ordinance No. 037, 2020, Appropriating Unanticipated Philanthropic Revenue in the General Fund and Transferring it to the Capital Projects Fund for the Eastside Park Improvement Project.

EXECUTIVE SUMMARY
The purpose of this item is to appropriate philanthropic revenue in the General Fund for transfer to the Capital Projects Fund to underwrite the costs of improvements to Eastside Park, located adjacent to Laurel Elementary School. Eastside Park and the City of Fort Collins are the beneficiaries of focused community giving, facilitated by City Give, for the costs of park improvements that will enhance neighborhood use of the park and improve park functions to include lighting, soft surface paths, seating areas, and ongoing neighborhood events.

STAFF RECOMMENDATION
Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION
Municipalities are lasting agents of community, and First United Methodist Church (FUMC) forged a partnership with the City of Fort Collins to identify a meaningful civic contribution in celebration of its 150th anniversary.

City Give provided both a point-of-connection and operational framework for FUMC to co-create a charitable partnership within the City. Church leadership, volunteers, City Give, City of Fort Collins Parks Department, Park Planning and Development Department and congregation members came together to explore desired impact, fundraising capacity, and generate a tangible vision for Eastside Park, a neighborhood park adjacent to Laurel Elementary School, which is in need of renovation, although not a lifecycle priority at this time.

In 2019, the City of Fort Collins contributed $25,000 from Community Opportunities Contingency Fund in order to seed the partnership and underwrite the design of potential park improvements. The design and renderings then served as a fulcrum for an enthusiastic community fundraising campaign led by the church, supported by City Give.

Improvements to Eastside Park will include expanded lighting, soft surface paths, landscaping, bike racks, pet waste stations, and site furnishings to enhance the neighborhood use of the park. Additionally, FUMC will provide dedicated and ongoing neighborhood programming in the park for 18 months from the partnership’s launch in summer 2019.
CITY FINANCIAL IMPACTS

This Ordinance appropriates $200,000 of unanticipated philanthropic revenue which meets the projected budget for park improvements. The revenue is being appropriated in the General Fund for transfer to the Capital Projects Fund for the Eastside Park Project.

The total project budget for Eastside Park Improvements is $245,000, which includes $20,000 that will remain with FUMC to underwrite community programming.

The project scope and budget were developed by Park Planning and Development in collaboration with City Give to reflect achievable fundraising feasibility.

- All of the funds are donor-designated toward the improvement of Eastside Park.
- City Parks Department has since contributed $10,000 to the project to address increased scope as a result of a reclaimed 8,300 square feet of parkscape.

No funds will be expended toward the project until all philanthropic revenue has been received and accepted per City Give Administrative Policy.

The City Manager recommends the appropriation described herein and has determined that this appropriation is available and previously unappropriated from the General Fund and will not cause the total amount appropriated in the General Fund to exceed the current estimate of actual and anticipated revenues to be received in the General Fund during this fiscal year. He is also recommending the transfer described herein and has determined that the purpose for which the transferred funds are to be expended remains unchanged.

BOARD / COMMISSION RECOMMENDATION

Project updates were provided by Park Planning and Development staff to the Parks and Recreation Board at several meetings from December 5, 2018 through October 23, 2019.

PUBLIC OUTREACH

In February 2019, the City of Fort Collins Park Planning and Development Department worked closely with FUMC to host a neighborhood meeting to gather input from neighborhoods surrounding the existing Eastside Park. Forty-three community members attended and provided feedback that will be used to shape the future of the park. Additionally, donor relations are a form of community engagement with one-on-one meetings, outreach to neighboring businesses, presentations at Laurel Elementary and socials hosted by Eastside Park neighbors and businesses.

In August 2019, FUMC hosted Neighborhood Night Out and an October 19 Day of Service. The Day of Service included volunteer activities facilitated by City Parks staff. Both events took place in Eastside Park and served as a forum for neighbors and residents to offer feedback to the improvement plans.

ATTACHMENTS

1. Location Map (PDF)
2. Eastside Park Improvement Plan (PDF)
Eastside Park Location
EASTSIDE PARK ENHANCEMENT

PARK IMPROVEMENT COST ESTIMATE

- Demolition: $12,000
- Site Lighting: $20,000
- Site Furnishings: $58,000
- Irrigation Modifications: $15,000
- Landscaping, Soft Surface Paths and Seating Areas: $40,000
- Temporary Landscape Improvements (Phase 2 Playground Area): $15,000
- Bidding / Construction Administration: $20,000
- Contingency: $20,000
- First United Methodist Church Park Programming: $20,000
- City of Fort Collins (title, survey, design, public outreach): $25,000

TOTAL: $245,000

ATTACHMENT 2: Eastside Park Improvement Plan (8734: Eastside Park)
**EASTSIDE PARK ENHANCEMENT**

**AREA 1**
- 4 new benches
- 2 new game board tables
- 1 existing picnic table replaced

**AREA 2**
- 2 existing benches replaced
- 5 existing picnic tables replaced

**AREA 3**
- 2 new benches
- 2 existing bike racks replaced

SITE FURNISHING COST ESTIMATE
- 8 benches: $2,250 each
- 2 game board tables: $4,250 each
- 2 bike racks: $500 each
- 6 picnic tables: $4,800 each

Attachment: Eastside Park Improvement Plan
ORDINANCE NO. 037, 2020
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROPRIATING UNANTICIPATED PHILANTHROPIC REVENUE IN THE
GENERAL FUND AND TRANSFERRING IT TO THE CAPITAL PROJECTS
FUND FOR THE EASTSIDE PARK IMPROVEMENT PROJECT

WHEREAS, the City and the First United Methodist Church (the “FUMC”) have engaged in a partnership to identify a meaningful civic project in celebration of their respective upcoming 150th anniversaries; and

WHEREAS, the City and FUMC have identified that project to be improvements to the City’s Eastside Park, a neighborhood park adjacent to Laurel Elementary School, and these improvements will include expanded lighting, soft-surface paths, landscaping, bike racks, pet-waste stations and site furnishings, all designed to enhance the neighborhood use of Eastside Park (the “Project”); and

WHEREAS, to fund the Project, the FUMC has conducted a fundraising campaign that has generated donations and donation commitments totaling $200,000 to be given to the City for the Project; and

WHEREAS, these donated funds will cover the City’s costs to complete the Project; and

WHEREAS, this Ordinance appropriates these unanticipated revenues from the City’s General Fund and transfers them to the City’s Capital Project Fund to be used for the Project; and

WHEREAS, this appropriation benefits the public’s health, safety and welfare and serves the public purpose of funding capital improvements for Eastside Park; and

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

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

WHEREAS, Article V, Section 10 of the City Charter authorizes the City Council, upon recommendation of the City Manager, to transfer by ordinance any unexpended and unencumbered appropriated amount or portion thereof from one fund or capital project account to another fund or capital project account, provided that the purpose for which the transferred funds are to be expended remains unchanged; and

-1-
WHEREAS, the City Manager has recommended the transfer described herein and determined that the purpose for which the transferred funds are to be expended remains unchanged.

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

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

Section 2. That there is hereby appropriated from unanticipated philanthropic revenue in the General Fund the sum of TWO HUNDRED THOUSAND DOLLARS ($200,000) for transfer to the Capital Projects Fund and appropriated therein for the Project.

Introduced, considered favorably on first reading, and ordered published this 18th day of February, A.D. 2020, and to be presented for final passage on the 3rd day of March, A.D. 2020.

_______________________________
Mayor

ATTEST:

_______________________________
City Clerk

Passed and adopted on final reading on the 3rd day of March, A.D. 2020.

_______________________________
Mayor

ATTEST:

_______________________________
City Clerk
STAFF

Kaley Zeisel, Transfort Capital Planning/Grant Compliance Mgr
Claire Havelda, Legal

SUBJECT

Items Relating to FLEX Regional Route Operations Grant Revenue.

EXECUTIVE SUMMARY

A. Resolution 2020-019 Authorizing the Execution of an Intergovernmental Agreement between the City and the Colorado Department of Transportation for Transfort FLEX Service.

B. First Reading of Ordinance No. 038, 2020, Making an Appropriation for the Expansion of the Transfort FLEX Service to Boulder.

The purpose of these items is to authorize Transfort to enter into an Intergovernmental Agreement with the Colorado Department of Transportation (CDOT) for funds contributing to regular operations of the FLEX Regional Route and to appropriate unanticipated grant revenue awarded by Denver Regional Council of Governments (DRCOG) to fund the expansion of the FLEX to Boulder Regional Route.

STAFF RECOMMENDATION

Staff recommends adoption of the Resolution and Ordinance on First Reading.

BACKGROUND / DISCUSSION

Transfort’s commuter FLEX routes contribute greatly to the transportation community in Northern Colorado, serving the citizens of Fort Collins, Loveland, Longmont, Boulder and smaller population centers in between. FLEX weekday service consists of 19 round trips to Loveland, 14 round trips to Longmont, and 5 round trips to Boulder; weekend service consists of 17 round trips to Loveland and 4 round trips to Longmont. FLEX served over 200,000 riders in 2019. Ridership on FLEX regional routes has continued to increase year over year since its initial launch in 2009, adding routes to Boulder in 2016. These numbers demonstrate the demand for transit service between these communities in Northern Colorado.

Currently, there are no weekday southbound trips leaving Fort Collins between 6:00 a.m. and 1:15 p.m. that travel all the way to Boulder, a service gap of over seven hours. Likewise, there are no northbound trips leaving Boulder between 8:09 a.m. and 3:18 p.m., a complementary gap of seven hours. The new midday trip would cut this service gap roughly in half, making it possible for people to travel between Fort Collins and Boulder for a half-day via transit, instead of the current forced full-day excursion.

Currently the FLEX does not operate at all on Sundays, and no FLEX trips come all the way to Boulder on Saturdays; all existing Saturday FLEX service terminates in either Loveland or Longmont. The four weekend roundtrips funded as part of this project will not be extensions of existing Saturday trips; rather they will be new Fort Collins-Boulder roundtrips added on top of all existing Saturday service. It will be determined later how best to allocate the four weekend round trips between Saturday and Sunday. Possibilities include four roundtrips on Saturdays only, three roundtrips on Saturdays and one on Sunday, or two roundtrips on...
Saturdays and two on Sundays. Transfort will conduct outreach to its riders in addition to looking at ridership trends to determine the most productive weekend split. This expanded service is anticipated to begin August 2020.

CDOT has awarded the City of Fort Collins a $200,000 grant from the Statewide Competitive Pool of the FASTER Transit program for FY 2020. The grant funds and the local match will be dedicated to the operating expenses for FLEX regional routes, including fuel, payroll costs, administrative and overhead outlays. This grant requires a 50% local match of $200,000. The total $400,000 will contribute to the overall operating cost of approximately $1.9 million for FLEX. Transfort maintains intergovernmental agreements with each partner agency (Loveland, Berthoud, Longmont, City of Boulder, and Boulder County). The agency contributions are based on the ridership levels of each municipality and contributes to the annual operating costs. The $200,000 local match contributes toward the City of Fort Collins’ share. The award amount of $200,000 and the local match of $200,000 were appropriated in the 2020 Transfort budget. If adopted, the Resolution will assist maintaining the exceptional service that the FLEX route provides to citizens and surrounding communities.

Council previously approved similar resolutions in 2018 (2018-001) for FY18 FASTER FLEX Operating grant funding and 2019 (2019-009) for FY19 FASTER FLEX Operating grant funding.

Through a separate call for projects, DRCOG awarded a total of $1,000,000 specifically for the expansion of service on FLEX to Boulder routes: $250,000 each year over the next four (4) years (FY20-FY23). This ordinance is appropriating FY20 funds only, FY21-23 funding awards will be incorporated into future Budgeting for Outcomes (BFO) offers. Operating assistance is an eligible expense under the CMAQ program but is limited to start up operating costs for new transportation services or the incremental costs of expanding transit services. The intent for using CMAQ funds for operating assistance is to assist start up transit services that will demonstrate air quality benefits. Other funding sources should supplement and ultimately replace CMAQ funds for operating assistance after approximately five (5) years of funding.

Transfort will continue to evaluate the net air quality benefit provided by the service in part by analyzing ridership numbers and demand for service. Transfort works with multiple partner agencies to fund the FLEX Regional Route including Boulder County, City of Boulder, Loveland, Longmont, Berthoud, and Colorado Department of Transportation (CDOT). Once CMAQ funding is no longer available to fund this expanded service, Transfort will work with these partners to fill the funding gap.

**CITY FINANCIAL IMPACTS**

Financial Impact related to the CDOT FASTER Operating Agreement Resolution:

$400,000 of Transfort funds were previously appropriated for FLEX operations through the BFO process for this grant.

Financial Impact related to the appropriation of CMAQ Operating funds for the expansion of FLEX service to Boulder:

DRCOG awarded this project $250,000 for FY20, which requires a local match of 20% or $62,500. The FY20 local match will come from existing partner contributions, recognized as prior year FLEX spending (which will be requested for reimbursement).

The City can and will request reimbursement for prior year expenses related to the service, and as such, revenue will be greater than expense for 2020. 2020 revenue will be $250,000. The increased expense from expanded service will increase 2020 operating costs by $85,000.

**ATTACHMENTS**

1. FLEX Route Map  (PDF)
RESOLUTION 2020-019
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE CITY AND THE COLORADO
DEPARTMENT OF TRANSPORTATION FOR TRANSFORT FLEX SERVICE

WHEREAS, Transfort’s commuter FLEX routes contribute greatly to the transportation community in Northern Colorado by serving citizens of Fort Collins, Loveland, Longmont, Boulder and smaller population centers in between; and

WHEREAS, the Colorado Department of Transportation (“CDOT”) has awarded the City a $200,000 grant from the Statewide Competitive Pool of the FASTER Transit Program for fiscal year 2020 (the “Grant”); and

WHEREAS, the Grant requires a 50% local match of $200,000 from the City; and

WHEREAS, the total $400,000, including the Grant and the City’s matching funds, will contribute to the overall $1.9 million operating costs for FLEX service; and

WHEREAS, both the Grant of $200,000 and the local match of $200,000 were budgeted and appropriated in the 2020 Transfort budget; and

WHEREAS, CDOT has proposed an Intergovernmental Agreement between CDOT and the City that outlines the terms and conditions of the Grant (the “IGA”); and

WHEREAS, Section 29-1-203 of the Colorado Revised Statutes provides that governments may cooperate or contract with one another to provide certain services or facilities when such cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve; and

WHEREAS, Article II, Section 16 of the City Charter empowers the City Council, by ordinance or resolution, to enter into contracts with governmental bodies to furnish governmental services and make charges for such services, or enter into cooperative or joint activities with other governmental bodies; and

WHEREAS, City Code Section 1-22 requires the City Council to approve intergovernmental agreements that require the City to make a direct monetary payment over $50,000 and the proposed IGA requires the City to provide matching funds in the amount of $200,000; and

WHEREAS, the City Council has determined that the Grant is in the best interests of the City and that the Mayor be authorized to execute the IGA between the City and CDOT in support thereof.
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

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

Section 2. That the Mayor is hereby authorized to enter into the IGA, in substantially the form attached hereto as Exhibit “A,” together with such additional terms and conditions as the City Manager, in consultation with the City Attorney, determines to be necessary and appropriate to protect the interests of the City or to effectuate the purposes of this Resolution.

Passed and adopted at a regular meeting of the Council of the City of Fort Collins this 18th day of February, A.D. 2020.

_____________________________
Mayor

ATTEST:

_____________________________
City Clerk
# STATE OF COLORADO GRANT AGREEMENT
## COVER PAGE

<table>
<thead>
<tr>
<th>State Agency</th>
<th>Agreement Number / PO Number</th>
<th>Agreement Performance Beginning Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department of Transportation</td>
<td>20-HTR-ZL-03158 / 491002110</td>
<td>The later of the Effective Date or January 01, 2020</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Grantee</th>
<th>Initial Agreement Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>CITY OF FORT COLLINS</td>
<td>December 31, 2020</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Agreement Maximum Amount</th>
<th>Fund Expenditure End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>FASTER Funds</td>
<td>December 31, 2020</td>
</tr>
<tr>
<td>State Fiscal Year 2020</td>
<td></td>
</tr>
<tr>
<td>$200,000.00</td>
<td></td>
</tr>
<tr>
<td>Local Funds</td>
<td></td>
</tr>
<tr>
<td>$200,000.00</td>
<td></td>
</tr>
<tr>
<td>Total for all State Fiscal</td>
<td></td>
</tr>
<tr>
<td>Years</td>
<td></td>
</tr>
<tr>
<td>$200,000.00</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Agreement Purpose</th>
<th>Agreement Authority</th>
</tr>
</thead>
<tbody>
<tr>
<td>The purpose of this Grant is</td>
<td>CRS §§43-1-106, 43-1-110, 43-1-117.5, 43-2-101(4)(c), 43-4-811(2), SB 09-108</td>
</tr>
<tr>
<td>for CDOT to disburse FASTER</td>
<td></td>
</tr>
<tr>
<td>Transit Program Funds to</td>
<td></td>
</tr>
<tr>
<td>Grantee to conduct work</td>
<td></td>
</tr>
<tr>
<td>within the provisions of</td>
<td></td>
</tr>
<tr>
<td>this Grant. The work to</td>
<td></td>
</tr>
<tr>
<td>be completed under this</td>
<td></td>
</tr>
<tr>
<td>Grant by the Grantee is more</td>
<td></td>
</tr>
<tr>
<td>specifically described herein.</td>
<td></td>
</tr>
</tbody>
</table>

### Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

1. Exhibit A, Statement of Work and Budget.
2. Exhibit B, Sample Option Letter.
3. Exhibit C, Title VI-Civil Rights.

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

1. Exhibit C, Title VI-Civil Rights.
2. Colorado Special Provisions in §16 of the main body of this Agreement.
3. The provisions of the other sections of the main body of this Agreement.
4. Exhibit A, Statement of Work and Budget.
5. Exhibit B, Sample Option Letter.

### Principal Representatives

For the State:
- Jeff Prillwitz
  - Division of Transit and Rail
  - 2829 W. Howard Pl.
  - Denver, CO 80204
  - jeff.prillwitz@state.co.us

For Subrecipient:
- Annabelle Phillips
  - CITY OF FORT COLLINS
  - 250 N. Mason Street
  - FORT COLLINS, CO 80524-4407
  - aphillips@fcgov.com
## SIGNATURE PAGE

**THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT**

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

<table>
<thead>
<tr>
<th><strong>GRANTEE</strong></th>
<th><strong>STATE OF COLORADO</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>CITY OF FORT COLLINS</td>
<td>Jared S. Polis, Governor</td>
</tr>
<tr>
<td></td>
<td>Colorado Department of Transportation</td>
</tr>
<tr>
<td></td>
<td>Shoshana M. Lew, Executive Director</td>
</tr>
</tbody>
</table>

By: Name & Title of Person Signing for Grantee

Date: ______________________

By: David Krutsinger, Director

Division of Transit and Rail

Date: ______________________

<table>
<thead>
<tr>
<th><strong>2nd State or Grantee Signature if needed</strong></th>
<th><strong>LEGAL REVIEW</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Philip J. Weiser, Attorney General</td>
</tr>
</tbody>
</table>

By: Assistant Attorney General

Date: ______________________

By: Name & Title of Person Signing for Signatory

Date: ______________________

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

**STATE CONTROLLER**

Robert Jaros, CPA, MBA, JD

By: Colorado Department of Transportation

Effective Date: ______________________
TABLE OF CONTENTS

1. PARTIES ................................................................. 3
2. TERM AND EFFECTIVE DATE ........................................ 3
3. DEFINITIONS .......................................................... 4
4. STATEMENT OF WORK ................................................ 6
5. PAYMENTS TO GRANTEE ............................................ 6
6. REPORTING - NOTIFICATION ........................................ 7
7. GRANTEE RECORDS ................................................... 8
8. CONFIDENTIAL INFORMATION - STATE RECORDS ............ 8
9. CONFLICTS OF INTEREST ........................................... 10
10. INSURANCE ............................................................. 10
11. BREACH OF AGREEMENT ........................................... 11
12. REMEDIES .............................................................. 12
13. DISPUTE RESOLUTION ................................................ 13
14. NOTICES and REPRESENTATIVES ................................. 13
15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION .... 13
16. GENERAL PROVISIONS .............................................. 14
17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3) .................. 16

1. PARTIES
This Agreement is entered into by and between Grantee named on the Cover Page for this Agreement (the “Grantee”), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Agreement (the “State”). Grantee and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE
A. Effective Date
This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Effective Date, except as described in §5.D, or after the Fund Expenditure End Date. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in Exhibit A.

B. Initial Term
The Parties’ respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Cover Page for this Agreement (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Extension Terms - State’s Option
The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of 1 year or less at the same rates and under the same terms specified in this Agreement (each such period an “Extension Term”). In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to Sample Option Letter attached to this Agreement.

D. End of Term Extension
If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Grantee as provided in §14, may unilaterally extend such Initial Term or Extension Term for a period not to exceed 2 months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.
E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for breach by Grantee, which shall be governed by §12.A.i.

i. Method and Content

The State shall notify Grantee of such termination in accordance with §14. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Grantee shall be subject to the rights and obligations set forth in §12.A.i.a.

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Grantee for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Grantee which are directly attributable to the uncompleted portion of Grantee’s obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

F. Grantee’s Termination Under Federal Requirements

Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. “Agreement” means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

B. “Breach of Agreement” means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.

C. “Budget” means the budget for the Work described in Exhibit A.

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

E. “CORA” means the Colorado Open Records Act, §§24-72-200.1, et. seq., C.R.S.

F. “Effective Date” means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature for this Agreement.

G. “End of Term Extension” means the time period defined in §2.D.

H. “Exhibits” means the exhibits and attachments included with this Contract as shown on the Cover Page for this Contract.

I. “Extension Term” means the time period defined in §2.C.
J. “Goods” means any movable material acquired, produced, or delivered by Grantee as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

K. “Grant Funds” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.

L. “Incident” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §24-37.5-401 et seq. C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.

M. “Initial Term” means the time period defined in §2.B.

N. “Matching Funds” means the funds provided Grantee as a match required to receive the Grant Funds.

O. “Party” means the State or Grantee, and “Parties” means both the State and Grantee.

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

Q. “Services” means the services to be performed by Grantee as set forth in this Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.

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

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

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

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

V. “Subcontractor” means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees of grant funds.

W. “Work” means the Goods delivered and Services performed pursuant to this Agreement.

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

Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.
4. STATEMENT OF WORK
Grantee shall complete the Work as described in this Agreement and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

5. PAYMENTS TO GRANTEE
A. Maximum Amount
   Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Agreement Maximum for each State Fiscal Year shown on the Signature and Cover Page of this Agreement. Any advance payment allowed under this Sub award, Grant, or in Exhibit A shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. Eligibility and submission for advance payment is subject to State approval and must include approved documentation in the form and manner set forth and approved by the State.

B. Payment Procedures
   i. Invoices and Payment
      a. The State shall pay Grantee in the amounts and in accordance with the conditions set forth in Exhibit A.
      b. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
      c. Any advance payment allowed under this Grant or in Exhibit A shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. Eligibility and submission for advance payment is subject to State approval and must include approved documentation in the form and manner set forth and approved by the State.
      d. The State shall pay each invoice within 45 days following the State’s receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Subrecipient and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Subrecipient shall make all changes necessary to correct that invoice.
      e. The acceptance of an invoice shall not constitute acceptance of any Work performed or Deliverables provided under this Agreement.

   ii. Interest
      Amounts not paid by the State within 45 days of the State’s acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Grantee shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day’s interest to be paid and the interest rate.

   iii. Payment Disputes
      If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee’s receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State’s review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

   iv. Available Funds-Contingency-Termination
      The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant
Funds, the State’s obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State’s liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §2.F.

C. Matching Funds.

Grantee shall provide Matching Funds as provided in §5.A. and Exhibit A. Grantee shall have raised the full amount of Matching Funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Grantee’s obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee’s treasury or bank account. Grantee represents to the State that the amount designated “Grantee’s Matching Funds” in Exhibit A has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. If Grantee is a public entity, Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee’s laws or policies.

D. Reimbursement of Grantee Costs.

The State shall reimburse Grantee’s allowable costs, not exceeding the maximum total amount described in Exhibit A and §5 for all allowable costs described in this Grant and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Agreement or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed. Grantee’s costs for Work performed after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Contract and shown in the Budget if those costs are:

i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and

ii. Equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred.)

E. Close-Out.

Grantee shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee’s final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

6. REPORTING - NOTIFICATION

A. Quarterly Reports.

In addition to any reports required pursuant to §16 or pursuant to any other Exhibit, for any Agreement having a term longer than 3 months, Grantee shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than 5 Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee’s ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being
served, notify the State of such action and deliver copies of such pleading or document to the State’s principal representative identified in §14.

C. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Grantee’s performance and the final status of Grantee’s obligations hereunder.

D. Violations Reporting

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

7. GRANTEE RECORDS

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records for a period of each “Record Retention Period”) of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee’s office or place of business, or at other mutually agreed upon times or locations, upon no fewer than 2 Business Days’ notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Grantee’s performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, may monitor Grantee’s performance of its obligations under this Contract using procedures as determined by that governmental entity. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee’s performance in a manner that does not unduly interfere with Grantee’s performance of the Work.

D. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee’s records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee or a third party.

8. CONFIDENTIAL INFORMATION - STATE RECORDS

A. Confidentiality

Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law or approved in Writing by the State. Grantee shall
provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: (i) the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Agreement as an Exhibit, if applicable, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJJ, and (iv) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Agreement, if applicable. Grantee shall immediately forward any request or demand for State Records to the State’s principal representative.

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

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

E. Safeguarding PII

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

A. Actual Conflicts of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Agreement. Such a conflict of interest would arise when a Grantee or Subcontractor’s employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

B. Apparent Conflicts of Interest

Grantee acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State’s interests. Absent the State’s prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee’s obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State’s consideration. Failure to promptly submit a disclosure statement or to follow the State’s direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

10. INSURANCE

Grantee shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Workers’ Compensation

Workers’ compensation insurance as required by state statute, and employers’ liability insurance covering all Grantee or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

i. $1,000,000 each occurrence;
ii. $1,000,000 general aggregate;
iii. $1,000,000 products and completed operations aggregate; and
iv. $50,000 any 1 fire.

C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

D. Protected Information

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJJ, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

i. $1,000,000 each occurrence; and
ii. $2,000,000 general aggregate.

E. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

i. $1,000,000 each occurrence; and
ii. $1,000,000 general aggregate.
F. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:
  i. $1,000,000 each occurrence; and
  ii. $1,000,000 general aggregate.

G. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Grantee and Subcontractors.

H. Primacy of Coverage

Coverage required of Grantee and each Subcontractor shall be primary over any insurance or self-insurance program carried by Grantee or the State.

I. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Grantee and Grantee shall forward such notice to the State in accordance with §14 within 7 days of Grantee’s receipt of such notice.

J. Subrogation Waiver

All commercial insurance policies secured or maintained by Grantee or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

K. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S. (the “GIA”), Grantee shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Grantee shall ensure that the Subcontractor maintain at all times during the term of this Grantee, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor’s obligations under the GIA.

L. Certificates

For each commercial insurance plan provided by Grantee under this Agreement, Grantee shall provide to the State certificates evidencing Grantee’s insurance coverage required in this Agreement within 7 Business Days following the Effective Date. Grantee shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within 7 Business Days following the Effective Date, except that, if Grantee’s subcontract is not in effect as of the Effective Date, Grantee shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within 7 Business Days following Grantee’s execution of the subcontract. No later than 15 days before the expiration date of Grantee’s or any Subcontractor’s coverage, Grantee shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Grantee shall, within 7 Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

11. BREACH OF AGREEMENT

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.
12. REMEDIES

A. State’s Remedies

If Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Grantee’s uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract’s terms. At the request of the State, Grantee shall assign to the State all of Grantee’s rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State’s request, Grantee shall return materials owned by the State in Grantee’s possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State’s request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee’s action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under §2.E.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State’s damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee’s performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State’s directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee’s actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.
d. Removal

Demand immediate removal of any of Grantee’s employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State’s best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State, (i) secure that right to use such Work for the State and Grantee; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

B. Grantee’s Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

13. DISPUTE RESOLUTION

A. Initial Resolution

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

B. Resolution of Controversies

If the initial resolution described in §13.A fails to resolve the dispute within 10 Business Days, Grantee shall submit any alleged breach of this Agreement by the State to the Procurement Official of the State Agency named on the Cover Page of this Agreement as described in §24-101-301(30), C.R.S. for resolution following the same resolution of controversies process as described in §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S., (the “Resolution Statutes”), except that if Grantee wishes to challenge any decision rendered by the Procurement Official, Grantee’s challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Grantee pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

14. NOTICES and REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party’s principal representative at the address set forth on the Cover Page for this Agreement or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party’s principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

i. Assignments and Assistance

Whether or not Grantee is under contract with the State at the time, Grantee shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State,
to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Grantee assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, “State Materials”). Grantee shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Grantee’s obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Grantee shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Grantee

Grantee retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Grantee under this Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, “Grantee Property”). Grantee Property shall be licensed to the State as set forth in this Contract or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. GENERAL PROVISIONS

A. Assignment

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

B. Subcontracts

Grantee shall not enter into any subcontract in connection with its obligations under this Agreement without providing notice to the State. The State may reject any such Subcontractor, and Grantee shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any work after that Subcontractor’s subcontract has been rejected by the State. Grantee shall submit to the State a copy of each such subgrant or subcontract upon request by the State. All subgrants and subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

C. Binding Effect

Except as otherwise provided in §16.A., all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties’ respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party’s obligations have been duly authorized.

E. Captions and References

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

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

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

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

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

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

K. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee’s or a Subcontractor’s website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

L. Severability

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

M. Survival of Certain Agreement Terms

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

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), et seq., C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Grantee. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

O. Third Party Beneficiaries

Except for the Parties’ respective successors and assigns described in §16.A., this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

P. Waiver

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

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Grantee’s industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations.

Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State’s Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

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

D. INDEPENDENT CONTRACTOR.

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

E. COMPLIANCE WITH LAW.

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.
G. PROHIBITED TERMS.
Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor’s liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor’s liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

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

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.
The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor’s services and Contractor shall not employ any person having such known interests.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.
[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State’s vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, et seq., C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State’s discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

K. PUBLIC CONTRACTS FOR SERVICES. §8-17.5-101, et seq., C.R.S.
[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor (i) shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment (“Department Program”) to undertake pre-employment screening of job applicants while this Contract is being performed, (ii) shall notify the Subcontractor and the contracting State agency or institution of higher education within 3 days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, (iii) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such
employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or §8-17.5-101, et seq., C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §24-76.5-101, et seq., C.R.S.

Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Contractor (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of §24-76.5-101, et seq., C.R.S., and (iii) has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Contract.
EXHIBIT A, STATEMENT OF WORK AND BUDGET

<table>
<thead>
<tr>
<th>Project Description</th>
<th>2020-FASTER: FLEX (Ft Collins - Boulder) Operating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project End Date</td>
<td>December 31, 2020</td>
</tr>
<tr>
<td>Subrecipient</td>
<td>Fort Collins, City of</td>
</tr>
<tr>
<td>Contact Name</td>
<td>Annabelle Phillips</td>
</tr>
<tr>
<td>DUNS #</td>
<td>078362597</td>
</tr>
<tr>
<td>Vendor #</td>
<td>2000023</td>
</tr>
<tr>
<td>Address</td>
<td>250 N Mason Street Fort Collins, CO 80524-4407</td>
</tr>
<tr>
<td>Phone #</td>
<td>(970) 224-6067</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:aphilipps@fcgov.com">aphilipps@fcgov.com</a></td>
</tr>
<tr>
<td>Indirect Rate</td>
<td>N/A</td>
</tr>
<tr>
<td>WBS*</td>
<td>23400.10.50</td>
</tr>
<tr>
<td>ALI</td>
<td>30.09.01</td>
</tr>
<tr>
<td>Total Project Budget</td>
<td>$400,000.00</td>
</tr>
<tr>
<td>State FASTER Funds (at 50% or less)</td>
<td>$200,000.00</td>
</tr>
<tr>
<td>Local Funds (at 50% or more)</td>
<td>$200,000.00</td>
</tr>
<tr>
<td>Total Project Amount Encumbered via this Grant Agreement</td>
<td>$200,000.00</td>
</tr>
</tbody>
</table>

*The WBS numbers may be replaced without changing the amount of the grant at CDOT’s discretion.

A. Project Description

1. CDOT is contributing FASTER Regional Operating Assistance for the operations of FLEX Service. This Grant Agreement shall be effective from the date of execution through December 31, 2020.

2. City of Fort Collins shall advertise its fixed route service as available to the general public and service will not be explicitly limited by trip purpose or client type.

3. City of Fort Collins shall work cooperatively with CDOT to market and/or publicize this project as requested by CDOT. Such efforts may include ribbon cuttings, news articles, photos, and/or other media supplied by City of Fort Collins as appropriate.

B. Performance Standards

1. City of Fort Collins will provide a minimum of 150,000 passenger trips during the course of this Grant Agreement.

2. City of Fort Collins will maintain or increase its current farebox recovery of 6% during the course of this Grant Agreement.

3. City of Fort Collins shall ensure that this FASTER-funded route will connect to available local service, including City of Loveland Transit (COLT) and Regional Transportation District (RTD) routes.

4. City of Fort Collins shall report monthly to the CDOT Project Manager on Ridership, Revenue Hours, and Cost per Passenger.

5. Performance will be reviewed quarterly for the duration of this Grant Agreement. CDOT will begin its review no later than thirty (30) calendar days after each performance quarter. If CDOT’s review determines that City of Fort Collins’s performance does not meet the standards of performance set forth herein, the following steps will be taken:

   a. CDOT shall notify City of Fort Collins in writing that performance does not meet the requirements of this Grant Agreement.

   b. Within thirty (30) calendar days of the date of such notification, City of Fort Collins shall submit to CDOT a written explanation of the cause(s) of the substandard performance, which shall include a written plan for improving performance.
c. CDOT will review the plan for improvement and notify City of Fort Collins of its decision within twenty-one (21) calendar days.
   i. If the plan is approved by CDOT, City of Fort Collins shall implement the plan immediately upon receipt of CDOT’s notification of approval.
   ii. If the plan is not approved by CDOT, remedial measures will be determined on a case-by-case basis. Such remedial measures may include termination of this Grant Agreement and return of the FASTER funds or capital equipment purchased with such funds.

6. If City of Fort Collins is unable to perform the activities described herein, or must significantly change the level of service herein described, City of Fort Collins shall notify the CDOT Project Manager in writing.

C. Project Budget

1. The Total Project Budget is $400,000.00. CDOT will pay no more than 50% of the eligible, actual project costs, up to the maximum amount of $200,000.00. CDOT will retain any remaining balance of the FASTER Funds. City of Fort Collins shall be solely responsible for all costs incurred in the project in excess of the amount paid by CDOT from FASTER Funds for the state share of eligible, actual costs. For CDOT accounting purposes the FASTER Funds of $200,000.00 will be encumbered for this Grant Agreement.

2. No refund or reduction of the amount of City of Fort Collins’s share to be provided for the project will be allowed unless there is at the same time a refund or reduction of the state share of a proportionate amount.

3. Per the terms of this Grant Agreement, CDOT shall have no obligation to provide state funds for use on this project. CDOT will administer FASTER funds for this project under the terms of this Grant Agreement, provided that the state share of FASTER funds to be administered by CDOT are made available and remain available. City of Fort Collins shall initiate and prosecute to completion all actions necessary to enable City of Fort Collins to provide its share of the Total Project Budget at or prior to the time that such funds are needed to meet the Total Project Budget.

D. Allowable Costs

1. City of Fort Collins shall agree to adhere to the provisions for allowable and unallowable costs cited in the following regulations: 2 CFR 200.420 through 200.475 and 2 CFR 200.102. Other applicable requirements for cost allowability not cited previously, shall also be considered.

2. City of Fort Collins’s operating expenses are those costs directly related to system operations. City of Fort Collins, at a minimum, should consider the following items as operating expenses: fuel, oil, driver and dispatcher salaries and fringe benefits, and licenses.

E. Reimbursement Eligibility

1. City of Fort Collins must submit invoice(s) monthly via COTRAMS. Reimbursement will apply only to eligible expenses that are incurred within the period of performance (January 1 – December 31) of this Grant Agreement.

2. City of Fort Collins may not submit requests for reimbursements more than once per month. Reimbursement requests must be within the limits of this Grant Agreement. City of Fort Collins will be reimbursed based on the ratio of State Funds share and Local Funds share set forth in the Project Budget above.

3. City of Fort Collins must submit the final invoice(s) within sixty (60) calendar days of December 31, 2020, and submit a Grant Closeout/Liquidation (GCL) Form in COTRAMS within fifteen (15) calendar days of issuance of the final reimbursement payment.

F. Training

In an effort to enhance transit safety, City of Fort Collins and any subrecipients and subcontractors shall make a good faith effort to ensure that appropriate training of agency and contracted personnel is occurring and that personnel are up to date in appropriate certifications. In particular, City of Fort Collins shall ensure that driving
personnel are provided professional training in defensive driving and training on the handling of mobility devices and transporting older adults and people with disabilities.

G. Safety Data

City of Fort Collins and any subrecipients shall maintain and submit, as requested, data related to bus safety. This may include, but not be limited to, the number of vehicle accidents within certain measurement parameters set forth by CDOT, the number and extent of passenger injuries or claims, and the number and extent of employee accidents, injuries, and incidents.

H. Restrictions on Lobbying

City of Fort Collins is certifying that it complies with 2 CFR 200.450 by entering into this Grant Agreement.

I. Mutual Cooperation

By entering into this Grant Agreement, City of Fort Collins agrees to cooperate with CDOT and other agencies in the Bustang and Bustang Outrider Network* (Network) to help maintain the positive image of the established, high-profile statewide network brand and work with CDOT and other Network agencies to achieve the goals of the statewide transportation program, which include safe transport and connectivity for those using transit services and transit facilities. The premise of such cooperation is predicated on the performance of the scheduled and contracted services as agreed to between City of Fort Collins and CDOT in this Grant Agreement. In the event of service changes, service disruption, and/or service cancellations, City of Fort Collins shall immediately notify CDOT, the public, and the Network to allow for the planning of alternate methods of transportation. To act in the best interest of passengers and the State of Colorado, collaboration among the Network agencies is necessary to mitigate emergencies and respond to daily operational challenges.
* The routes and transit centers of the Bustang and Bustang Outrider Network are reflected on the map below.

J. Special Conditions

1. City of Fort Collins will comply with all requirements imposed by CDOT on City of Fort Collins so that the state award is used in accordance with state statutes, regulations, and the terms and conditions of the state award.

2. City of Fort Collins must permit CDOT and their auditors to have access to City of Fort Collins’s records and financial statements as necessary, with reasonable advance notice.
3. City of Fort Collins shall maintain and report annually all information required by the National Transit Database and any other financial, fleet, service data set forth by the CDOT for the purpose of annual reporting required of CDOT.

4. City of Fort Collins shall comply and will ensure subcontractors and subrecipients comply with Federal U.S. Department of Transportation (DOT) Drug and Alcohol Regulations.

5. City of Fort Collins shall ensure that it does not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color, national origin, sex, age or disability in accordance with Title VI of the Civil Rights Act of 1964.

6. City of Fort Collins shall seek to ensure non-discrimination in its programs and activities by developing and maintaining a Title VI Program in accordance with the “Requirements for FTA Subrecipients” in CDOT’s Title VI Program Plan and Federal Transit Administration Circular 4702.1B, “Title VI Requirements and Guidelines for FTA Recipients.” The Party shall also facilitate FTA’s compliance with Executive Order 12898 and DOT Order 5610.2(a) by incorporating the principles of environmental justice in planning, project development and public outreach in accordance with FTA Circular 4703.1 “Environmental Justice Policy Guidance for Federal Transit Administration Recipients.”

7. City of Fort Collins will provide transportation services to persons with disabilities, in accordance with Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.

8. City of Fort Collins shall develop and maintain an ADA Program in accordance with 28 CFR Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services, FTA Circular 4710.1, and any additional requirements established by CDOT for FTA subrecipients.

9. City of Fort Collins shall ensure that it will comply with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FTA guidance, and any other federal, state, and/or local laws, rules and/or regulations. In any contract utilizing federal funds, land, or other federal aid, City of Fort Collins shall require its subrecipients and/or contractors to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.

10. City of Fort Collins shall agree to produce and maintain documentation that supports compliance with the Americans with Disabilities Act to CDOT upon request.
# EXHIBIT B, SAMPLE OPTION LETTER

<table>
<thead>
<tr>
<th>State Agency</th>
<th>Option Letter Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department of Transportations</td>
<td>Insert the Option Number (e.g. &quot;1&quot; for the first option)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Grantee</th>
<th>Original Agreement Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insert Grantee's Full Legal Name, including &quot;Inc.&quot;, &quot;LLC&quot;, etc.,</td>
<td>Insert CMS number or Other Contract Number of the Original Contract</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Current Agreement Maximum Amount</th>
<th>Option Agreement Number</th>
<th>Agreement Performance Beginning Date</th>
<th>Current Agreement Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Term</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State Fiscal Year 20xx $0.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Extension Terms</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State Fiscal Year 20xx $0.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State Fiscal Year 20xx $0.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State Fiscal Year 20xx $0.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State Fiscal Year 20xx $0.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total for All State Fiscal Years</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. **OPTIONS:**
   A. Option to extend for an Extension Term.

2. **REQUIRED PROVISIONS:**
   A. **For use with Option 1(A)** In accordance with Section(s) 2.C of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning [insert start date and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.]
   B. **For use with all Options that modify the Agreement Maximum Amount:** The Agreement Maximum Amount table on the Agreement’s Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.

3. **OPTION EFFECTIVE DATE:**
   A. The effective date of this Option Letter is upon approval of the State Controller or [insert], whichever is later.

---

**STATE OF COLORADO**

Jared S. Polis, Governor  
Department of Transportation  
Shoshana M. Lew, Executive Director

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

**STATE CONTROLLER**

Robert Jaros, CPA, MBA, JD

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

Option Effective Date: [Date]
EXHIBIT C, TITLE VI – CIVIL RIGHTS

Nondiscrimination Requirements

The Parties shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color, national origin, sex, age or disability. During the performance of this agreement, the Grantee, for itself, its assignees and successors in interest (hereinafter referred to as the “Grantee”) agrees as follows:

1. Compliance with Regulations: The grantee shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The grantee, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subgrantees, including procurements of materials and leases of equipment. The grantee shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subgrantees, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the grantee for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subgrantee or supplier shall be notified by the grantee of the grantee's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin or sex.

4. Information and Reports: The grantee shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Colorado Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a grantee is in the exclusive possession of another who fails or refuses to furnish this information the grantee shall so certify to the Colorado Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the grantee's noncompliance with the nondiscrimination provisions of this contract, the Colorado Department of Transportation shall impose such contract sanctions as may determine to be appropriate, including, but not limited to:
   a. withholding of payments to the grantee under the contract until the grantee complies, and/or
   b. cancellation, termination or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The grantee shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The grantee shall take such action with respect to any subcontract or procurement as the Colorado Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that, in the event a grantee becomes involved in, or is threatened with, litigation with a subgrantee or supplier as a result of such direction, the grantee may request the Colorado Department of Transportation to enter into such litigation to protect the interests of the Colorado Department of Transportation.
ORDINANCE NO. 038, 2020
OF THE COUNCIL OF THE CITY OF FORT COLLINS
MAKING AN APPROPRIATION FOR THE EXPANSION OF
THE TRANSFORT FLEX SERVICE TO BOULDER

WHEREAS, Transfort’s commuter FLEX routes contribute greatly to the transportation community in Northern Colorado by serving citizens of Fort Collins, Loveland, Longmont, Boulder (the “Partner Agencies”) and small population centers in between; and

WHEREAS, the Colorado Department of Transportation (“CDOT”) has awarded the City a $200,000 grant from the Statewide Competitive Pool of the FASTER Transit Program for fiscal year 2020 (the “CDOT Grant”); and

WHEREAS, the CDOT Grant requires a 50% local match of $200,000 from the City; and

WHEREAS both the CDOT Grant of $200,000 and the local match of $200,000 were budgeted and appropriated in the 2020 Transfort budget; and

WHEREAS, the City of Boulder, as a Partner Entity, sought additional funding from the Denver Regional Council of Governments (“DRCOG”) to expand FLEX to Boulder services, including a new midday route on weekdays and an extension of FLEX weekend service (which currently ends in Longmont) to Boulder (“Expanded FLEX to Boulder”) to commence in the third or fourth quarter of 2020; and

WHEREAS, DRCOG has awarded an additional grant funded by the Federal Transit Administration (“FTA Grant”) of $1 million, in increments of $250,000 per year over 4 years (beginning in 2020), specifically for the Expanded FLEX to Boulder service; and

WHEREAS, the local match of $62,500 for the FTA Grant for fiscal year 2020 will come from existing Partner Agency contributions, recognized as prior year FLEX spending that is eligible and will be requested for reimbursement; and

WHEREAS, the CDOT Grant (including the City’s matching funds) and the FTA Grant (including Partner Agency matching funds) will contribute to the overall $1.9 million operating costs for the FLEX routes, including the Expanded FLEX to Boulder service; and

WHEREAS, under the FTA Grant the City can and will request reimbursement for prior year expenses incurred in providing the FLEX service, resulting in a need to appropriate $85,000 of the FTA Grant funds in 2020 for the Expanded Flex to Boulder service; and

WHEREAS, this appropriation benefits public health, safety and welfare of the citizens of Fort Collins and serves the public purpose of improving Transfort Expanded FLEX service to Boulder; and

WHEREAS, Article V, Section 9, of the City Charter permits the City Council to make supplemental appropriations by ordinance at any time during the fiscal year, provided that the
total amount of such supplemental appropriations, in combination with all previous appropriations for that fiscal year, does not exceed the current estimate of actual and anticipated revenues to be received during the fiscal year; and

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

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

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

Section 2. That there is hereby appropriated from unanticipated grant revenue in the Transit Services Fund the sum of EIGHTY-FIVE THOUSAND DOLLARS ($85,000) for expenditure in the Transit Services Fund for the Transfort Expanded FLEX to Boulder service.

Introduced, considered favorably on first reading, and ordered published this 18th day of February, A.D. 2020, and to be presented for final passage on the 3rd day of March, A.D. 2020.

______________________________
Mayor

ATTEST:

______________________________
City Clerk

Passed and adopted on final reading on the 3rd day of March, A.D. 2020.

______________________________
Mayor

ATTEST:

______________________________
City Clerk
Resolution 2020-020 Authorizing the Execution of Two Intergovernmental Agreements between the City of Fort Collins and the Colorado Department of Transportation for the Award of Settlement Funds.

The purpose of this item is to authorize the execution of two intergovernmental agreements (IGAs) with the Colorado Department of Transportation (CDOT). These agreements will result in the receipt of two Volkswagen settlement fund awards that were applied for, and awarded, through CDOT’s Consolidated Call for Capital Projects in 2018 for the purchase of a total of five alternatively fueled vehicles and two depot chargers. Settlement funds do not require a local match. The incoming funds for both awards were appropriated through Ordinance No. 141, 2019, and Ordinance No. 142, 2019.

Staff recommends adoption of the Resolution.

Volkswagen Group of America and certain related entities (collectively Volkswagen or VW) have admitted that it violated the federal Clean Air Act from 2009 to 2016 by selling vehicles with diesel engines that emitted more air pollution than the Clean Air Act allows and by cheating on federal emission tests to hide the excess pollution. VW partially settled its civil liability for these violations of the Clean Air Act by entering two judicial consent decrees which required VW to pay more than $2.9 billion into an environmental mitigation trust fund, to be administered by an independent trustee. In Colorado, these funds are overseen by the Colorado Department of Public Health and Environment and CDOT. Eligible transit agencies were able to apply, through a competitive process, for these settlement funds to replace diesel vehicles with alternative fueled vehicles. Settlement funds can be used to cover 110% of the incremental cost of purchasing an alternatively fueled vehicle compared with a new diesel vehicle.

Transfort was awarded $1,137,640 in settlement funds to purchase two Zero Emission Vehicles (ZEVs) and associated charging equipment. These funds will be used in conjunction with previously awarded federal funds. Transfort was also awarded $116,268 in settlement funds to purchase three alternatively fueled cutaway style vehicles. These funds will be used in conjunction with previously awarded state funds.

There are no financial impacts to consider as there is no local match requirement for settlement funds. Incoming award funds were appropriated through Ordinance No. 141, 2019, and Ordinance No. 142, 2019.
RESOLUTION 2020-020
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AUTHORIZING THE EXECUTION OF TWO INTERGOVERNMENTAL AGREEMENTS BETWEEN THE CITY OF FORT COLLINS AND THE COLORADO DEPARTMENT OF TRANSPORTATION FOR THE AWARD OF SETTLEMENT FUNDS

WHEREAS, Volkswagen Group of America and certain related entities (collectively, “Volkswagen” or “VW”) have admitted that they violated the federal Clean Air Act from 2009 to 2016 by selling vehicles with diesel engines that emitted more air pollution than the Clean Air Act allows and by cheating on federal emission tests to hide the excess pollution; and

WHEREAS, VW partially settled its civil liability for these violations of the Clean Air Act by entering into two judicial consent decrees which required VW to pay more than $2.9 billion into an environmental mitigation trust fund to be administered by an independent trustee (the “Settlement Funds”); and

WHEREAS, in Colorado, such Settlement Funds are overseen by Colorado Department of Public Health and Environment (“CDPHE”) and Colorado Department of Transportation (“CDOT”) and eligible transit agencies were able to apply for the Settlement Funds through a competitive process; and

WHEREAS, the City has been awarded two grants of the Settlement Funds through this competitive process: one grant in the amount of $1,137,640 to be used towards two new zero-emission buses and depot chargers and one grant in the amount of $116,268 to be used towards upgrading three cutaway style buses from diesel fuel to propane; and

WHEREAS, CDOT is requiring the City to enter into an intergovernmental agreement for each grant of the Settlement Funds that will outline the terms and conditions of the City’s use of the Settlement Funds (the “IGAs”); and

WHEREAS, the City Council has determined that it is in the best interests of the City that the City enter into the IGAs for portions of the Settlement Funds because it serves the public interest of providing low-emission public transportation to citizens of Fort Collins and the Mayor is authorized to execute the IGAs between the City and CDOT in support thereof.

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

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

Section 2. That the Mayor is hereby authorized to enter into the IGAs, in substantially the forms attached hereto as Exhibit “A” and Exhibit “B”, together with such additional terms and conditions as the City Manager, in consultation with the City Attorney,
determines to be necessary and appropriate to protect the interests of the City or to effectuate the purposes of this Resolution.

Passed and adopted at a regular meeting of the Council of the City of Fort Collins this 18th day of February, A.D. 2020.

______________________________
Mayor

ATTEST:

_________________________________
City Clerk
# STATE OF COLORADO GRANT AGREEMENT

## COVER PAGE

<table>
<thead>
<tr>
<th>State Agency</th>
<th>Agreement Number / PO #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department of Transportation</td>
<td>20-HTR-ZL-03135 / 491002079</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Grantee</th>
<th>Agreement Performance Beginning Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>CITY OF FORT COLLINS</td>
<td>The Effective Date</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Agreement Maximum Amount</th>
<th>Initial Agreement Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Settlement Funds</td>
<td>December 31, 2023</td>
</tr>
<tr>
<td>State Fiscal Year 2020</td>
<td>$1,137,640.00</td>
</tr>
<tr>
<td>Local Funds</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total for all State Fiscal Years</td>
<td>$1,137,640.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fund Expenditure End Date</th>
<th>Agreement Authority</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 31, 2023</td>
<td>Authority to enter into this Agreement exists in CRS §§43-1-106, 43-1-110, 43-1-117.5, 43-2-101(4)(c), 43-4-811(2).</td>
</tr>
</tbody>
</table>

## Agreement Purpose

The purpose of this Grant is for CDOT to disburse Settlement Program Funds to Grantee to conduct work within the provisions of this Grant. The work to be completed under this Grant by the Grantee is more specifically described herein.

## Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

1. Exhibit A, Statement of Work and Budget.
2. Exhibit B, Acquisition Vehicle Cost Reimbursement Worksheet.
3. Exhibit C, Sample Option Letter.
4. Exhibit D, Title VI-Civil Rights.

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

1. Exhibit D, Title VI-Civil Rights.
2. Colorado Special Provisions in §17 of the main body of this Agreement.
3. The provisions of the other sections of the main body of this Agreement.
4. Exhibit A, Statement of Work and Budget.
5. Executed Option Letters (if any.)

## Principal Representatives

For the State:

Moira Moon  
Division of Transit and Rail  
2829 W. Howard Pl.  
Denver, CO 80204  
moira.moon@state.co.us

For Subrecipient:

Kaley Ziesel  
CITY OF FORT COLLINS  
PO BOX 580  
FORT COLLINS, CO 80522-0580  
kzeisel@fgov.com
# SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

<table>
<thead>
<tr>
<th>GRANTEE</th>
<th>STATE OF COLORADO</th>
</tr>
</thead>
<tbody>
<tr>
<td>CITY OF FORT COLLINS</td>
<td>Jared S. Polis, Governor</td>
</tr>
<tr>
<td></td>
<td>Department of Transportation</td>
</tr>
<tr>
<td></td>
<td>Shoshana M. Lew, Executive Director</td>
</tr>
</tbody>
</table>

By: Name & Title of Person Signing for Grantee

__By: [Name & Title]__

Date: ____________

By: David Krutsinger, Director

Division of Transit and Rail

Date: ____________

2nd State or Grantee Signature if needed

By: Name & Title of Authorized Individual

__By: [Name & Title]__

Date: ____________

LEGAL REVIEW

Philip J. Weiser, Attorney General

By: Assistant Attorney General

Date: ____________

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

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

__By: [Name & Title]__

Effective Date: ____________

---

Contract Number: 20-HTR-ZL-0313/491002079

Page 2 of 28

Version 10/30/19
TABLE OF CONTENTS

1. PARTIES .................................................................................................................. 3
2. TERM AND EFFECTIVE DATE ................................................................................. 3
3. DEFINITIONS ......................................................................................................... 4
4. STATEMENT OF WORK ......................................................................................... 6
5. PAYMENTS TO GRANTEE .................................................................................... 6
6. REPORTING - NOTIFICATION ............................................................................. 7
7. GRANTEE RECORDS ............................................................................................ 8
8. CONFIDENTIAL INFORMATION - STATE RECORDS ........................................... 9
9. CONFLICTS OF INTEREST .................................................................................. 10
10. INSURANCE ......................................................................................................... 10
11. BREACH OF AGREEMENT ................................................................................. 11
12. REMEDIES ......................................................................................................... 12
13. DISPUTE RESOLUTION ....................................................................................... 13
14. NOTICES and REPRESENTATIVES ...................................................................... 13
15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION .......................... 14
16. GENERAL PROVISIONS .................................................................................... 14
17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3) ............ 16

1. PARTIES

This Agreement is entered into by and between Grantee named on the Cover Page for this Agreement (the “Grantee”), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Agreement (the “State”). Grantee and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Effective Date, except as described in §5.D, or after the Fund Expenditure End Date. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in Exhibit A.

B. Initial Term

The Parties’ respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Cover Page for this Agreement (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Extension Terms - State’s Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in this Agreement (each such period an “Extension Term”). In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to Sample Option Letter attached to this Agreement.

D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Grantee in a form substantially equivalent to the Sample Option Letter attached to this Agreement, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.
E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for Breach of Agreement by Grantee, which shall be governed by §12.A.i.

i. Method and Content

The State shall notify Grantee of such termination in accordance with §14. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Grantee shall be subject to the rights and obligations set forth in §12.A.i.a.

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Grantee for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Grantee which are directly attributable to the uncompleted portion of Grantee’s obligations, provided that the sum of any and all reimbursement shall not exceed the Grant Maximum Amount payable to Grantee hereunder.

F. Grantee’s Termination Under Federal Requirements

Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. “Agreement” means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

B. “Breach of Agreement” means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S., at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.

C. “Budget” means the budget for the Work described in Exhibit A.

D. “Business Day” means any day other than Saturday, Sunday, or a legal holiday as listed in §24-11-101(1), C.R.S.

E. “CORA” means the Colorado Open Records Act, §§24-72-200.1, et seq., C.R.S.

F. “Deliverable” means the outcome to be achieved or output to be provided, in the form of a tangible or intangible Good or Service that is produced as a result of Grantee’s Work that is intended to be delivered by Grantee.

G. “Effective Date” means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Agreement.

H. “End of Term Extension” means the time period defined in §2.D.
I. "Exhibits" means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.

J. "Extension Term" means the time period defined in §2.C.

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

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

M. "Grant Maximum Amount" means an amount equal to the total of Grant Funds for this Agreement.

N. "Incident" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, et seq., .C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.

O. "Initial Term" means the time period defined in §2.B.

P. "Matching Funds" (Local Funds) means the funds provided by Grantee as a match required to receive the Grant Funds.

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

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

S. "Services" means the services to be performed by Grantee as set forth in this Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.

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

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

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

W. "State Records" means any and all State data, information, and records, regardless of physical form.

X. "Subcontractor" means any third party engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees of Grant Funds.

Y. "Work" means the Goods delivered and Services performed pursuant to this Agreement.

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

Any other term used in this Agreement that is defined elsewhere in this Agreement or in an Exhibit shall be construed and interpreted as defined in that section.

4. STATEMENT OF WORK
Grantee shall complete the Work as described in this Agreement and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

5. PAYMENTS TO GRANTEE
A. Grant Maximum Amount
Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Grant Maximum Amount for that State Fiscal Year shown on the Cover Page of this Agreement as “Settlement Funds Maximum Amount”.

B. Payment Procedures
i. Invoices and Payment
   a. The State shall pay Grantee in the amounts and in accordance with the conditions set forth in Exhibit A.
   b. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
   c. Any advance payment allowed under this Agreement, shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement and its Exhibits. Eligibility and submission for advance payment is subject to State approval and must include approved documentation in the form and manner set forth and approved by the State.
   d. The State shall pay each invoice within 45 days following the State’s receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Grantee and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Grantee shall make all changes necessary to correct that invoice.
   e. The acceptance of an invoice shall not constitute acceptance of any Work performed or Deliverables provided under this Agreement.

ii. Interest
Amounts not paid by the State within 45 days of the State’s acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Grantee shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days’ interest to be paid, and the interest rate.

iii. Payment Disputes
If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee’s receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State’s review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination
The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant
Funds, the State’s obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State’s liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §2.E.

C. Matching Funds

Grantee shall provide Matching Funds as provided in §5.A and Exhibit A. Grantee shall have raised the full amount of Matching Funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Grantee’s obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee’s treasury or bank account. Grantee represents to the State that the amount designated “Grantee’s Matching Funds” in Exhibit A has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. If Grantee is a public entity, Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee’s laws or policies.

D. Reimbursement of Grantee Costs

i. Any costs incurred by Grantee prior to the Effective Date shall not be reimbursed.

ii. The State shall reimburse Grantee’s allowable costs, not exceeding the Grant Maximum Amount shown on the Cover Page of this Agreement and on Exhibit A for all allowable costs described in this Agreement and shown in Exhibit A, except that Grantee may adjust the amounts between each line item of Exhibit A without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the Grant Maximum Amount of this Agreement or the Grant Maximum Amount for any State Fiscal Year, and the change does not modify any requirements of the Work.

iii. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are:
   a. Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and
   b. Equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred.)

iv. Grantee’s costs for Work performed after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. Grantee shall initiate any payment request by submitting invoices to the State in the form and manner set forth and approved by the State.

E. Close-Out

Grantee shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Cover Page for this Agreement. To complete close-out, Grantee shall submit to the State all Deliverables (including documentation) as defined in this Agreement and Grantee’s final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

6. REPORTING - NOTIFICATION

A. Quarterly Reports.

In addition to any reports required pursuant to any other Exhibit, for any Agreement having a term longer than three months, Grantee shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted
to the State not later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee’s ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State’s Principal Representative identified on the Cover Page for this Agreement.

C. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Grantee’s performance and the final status of Grantee’s obligations hereunder.

D. Violations Reporting

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

7. GRANTEE RECORDS

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work and the delivery of Services (including, but not limited to, the operation of programs) or Goods hereunder (collectively, the “Grantee Records”). Grantee shall maintain such records for a period of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively (the “Record Retention Period”). If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Grantee shall permit the State and any other duly authorized agent of the State to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee’s office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days’ notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State and any other duly authorized agent of the State, in its discretion, may monitor Grantee’s performance of its obligations under this Agreement using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee’s performance in a manner that does not unduly interfere with Grantee’s performance of the Work.

D. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee’s records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee or a third party.
8. CONFIDENTIAL INFORMATION - STATE RECORDS

A. Confidentiality

Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law or approved in writing by the State. Grantee shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Grantee shall immediately forward any request or demand for State Records to the State’s Principal Representative identified on the Cover Page of this Agreement.

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, Grantee shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish that Grantee, and its agents, employees, and Subcontractors are not the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable costs thereof. The State may, in its sole discretion and at Grantee’s sole expense, require Grantee to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Grantee shall provide the State with the results of such audit and evidence of Grantee’s planned remediation in response to any negative findings.

E. Data Protection and Handling

Grantee shall ensure that all State Records and Work Product in the possession of Grantee or any Subcontractors are protected and handled in accordance with the requirements of this Agreement, including the requirements of any Exhibits hereto, at all times. As used in this section, the protections afforded Work Product only apply to Work Product that requires confidential treatment.

F. Safeguarding PII

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

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Agreement. Such a conflict of interest would arise when a Grantee or Subcontractor’s employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

B. Apparent Conflicts of Interest

Grantee acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State’s interests. Absent the State’s prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee’s obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State’s consideration. Failure to promptly submit a disclosure statement or to follow the State’s direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

10. INSURANCE

Grantee shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Workers’ Compensation

Workers’ compensation insurance as required by state statute, and employers’ liability insurance covering all Grantee or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

i. $1,000,000 each occurrence;
ii. $1,000,000 general aggregate;
iii. $1,000,000 products and completed operations aggregate; and
iv. $50,000 any one fire.

C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

D. Protected Information

Liability insurance covering all loss of State Confidential Information, such as PHI, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

i. $1,000,000 each occurrence; and
ii. $2,000,000 general aggregate.

E. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

i. $1,000,000 each occurrence; and
ii. $1,000,000 general aggregate.

F. Crime Insurance
Crime insurance including employee dishonesty coverage with minimum limits as follows:
   i. $1,000,000 each occurrence; and
   ii. $1,000,000 general aggregate.

G. Additional Insured
The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Grantee and Subcontractors.

H. Primacy of Coverage
Coverage required of Grantee and each Subcontractor shall be primary over any insurance or self-insurance program carried by Grantee or the State.

I. Cancellation
All insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Grantee and Grantee shall forward such notice to the State in accordance with §14 within 7 days of Grantee’s receipt of such notice.

J. Subrogation Waiver
All insurance policies secured or maintained by Grantee or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

K. Public Entities
If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S. (the “GIA”), Grantee shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Grantee shall ensure that the Subcontractor maintain at all times during the terms of this Grantee, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor’s obligations under the GIA.

L. Certificates
For each insurance plan provided by Grantee under this Agreement, Grantee shall provide to the State certificates evidencing Grantee’s insurance coverage required in this Agreement prior to the Effective Date. Grantee shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement prior to the Effective Date, except that, if Grantee’s subcontract is not in effect as of the Effective Date, Grantee shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven Business Days following Grantee’s execution of the subcontract. No later than 15 days before the expiration date of Grantee’s or any Subcontractor’s coverage, Grantee shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Grantee shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

11. BREACH OF AGREEMENT
In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period
and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State’s Remedies

If Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach of Agreement

In the event of Grantee’s uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement’s terms. At the request of the State, Grantee shall assign to the State all of Grantee’s rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State’s request, Grantee shall return materials owned by the State in Grantee’s possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State’s request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee’s action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under §2.E.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State’s damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee’s performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State’s directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.
c. Deny Payment

Deny payment for Work not performed, or that due to Grantee’s actions or inactions, cannot be performed or if they were performed are reasonably of no value to the State; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Grantee’s employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State’s best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State (i) secure that right to use such Work for the State and Grantee; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

B. Grantee’s Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

13. DISPUTE RESOLUTION

A. Initial Resolution

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

B. Resolution of Controversies

If the initial resolution described in §13.A fails to resolve the dispute within 10 Business Days, Grantee shall submit any alleged breach of this Agreement to the Procurement Official of the State Agency named on the Cover Page of this Agreement as described in §24-101-301(30), C.R.S., for resolution following the same resolution of controversies process as described in §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S., (collectively, the “Resolution Statutes”), except that if Grantee wishes to challenge any decision rendered by the Procurement Official, Grantee’s challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Grantee pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

14. NOTICES and REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party’s principal representative at the address set forth on the Cover Page for this Agreement or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party’s principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.
15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Whether or not Grantee is under contract with the State at the time. Grantee shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Grantee assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, all State Records, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and information provided by or on behalf of the State to Grantee are the exclusive property of the State (collectively, “State Materials”). Grantee shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Grantee’s obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Grantee shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Grantee

Grantee retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Grantee under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, “Grantee Property”). Grantee Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. GENERAL PROVISIONS

A. Assignment

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

B. Subcontracts

Grantee shall not enter into any subgrant or subcontract in connection with its obligations under this Agreement without providing notice to the State. The State may reject any such Subcontractor, and Grantee shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any work after that Subcontractor’s subcontract has been rejected by the State. Grantee shall submit to the State a copy of each such subgrant or subcontract upon request by the State. All subgrants and subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

C. Binding Effect

Except as otherwise provided in §16.A., all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties’ respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party’s obligations have been duly authorized.

E. Captions and References

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

F. Counterparts
This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding
This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

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

I. Modification
Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority.
Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

K. External Terms and Conditions
Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee’s or a Subcontractor’s website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

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

M. Survival of Certain Agreement Terms
Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

N. Taxes
The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), et seq., C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the State imposes such taxes on Grantee. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

O. Third Party Beneficiaries
Except for the Parties’ respective successors and assigns described in §16.A., this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.
P. Waiver
A Party’s failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure
To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance
Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Grantee’s industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations.
   i. Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.
   ii. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, shall obtain prior to the Effective Date and maintain at all times during the term of this Agreement, at its sole expense, a certificate of authority to transact business in the State of Colorado and designate a registered agent in Colorado to accept service of process.

Grantee shall comply with all applicable requirements of Exhibit D at all times during the term of this Agreement.

17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)
These Special Provisions apply to all contracts except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.
This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then this Agreement shall not be valid until it has been approved by the State’s Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.
Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

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

D. INDEPENDENT CONTRACTOR.
Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (i) provide and keep in force workers’ compensation
and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW.

Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee’s liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109, C.R.S.

H. SOFTWARE PIRACY PROHIBITION.

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

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee’s services and Grantee shall not employ any person having such known interests.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State’s vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of taxes, accrued interest, or other charges specified in §§39-21-101, et seq., C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State’s discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

K. PUBLIC CONTRACTS FOR SERVICES. §8-17.5-101, et seq., C.R.S.

The State or other public funds payable under this Agreement shall not be used to contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the EVerify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a Subcontractor that fails to certify to Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien.
to perform work under this Agreement. Grantee (i) shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Agreement is being performed, (ii) shall notify the Subcontractor and the contracting State agency or institution of higher education within three days if Grantee has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Agreement, (iii) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Grantee participates in the Department program, Grantee shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Grantee fails to comply with any requirement of this provision or §§8-17.5-101, et seq., C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Agreement for breach and, if so terminated, Grantee shall be liable for damages.

L. **PUBLIC CONTRACTS WITH NATURAL PERSONS.** §24-76.5-101, *et seq.*, C.R.S.

Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Grantee (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of §§24-76.5-101, *et seq.*, C.R.S., and (iii) has produced one form of identification required by §24-76.5-103, C.R.S., prior to the Effective Date of this Agreement.
EXHIBIT A, STATEMENT OF WORK AND BUDGET

<table>
<thead>
<tr>
<th>Project Description</th>
<th>2020-Settlement: Two (2) 35' Battery Electric Bus Replacements and Two (2) Chargers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project End Date</td>
<td>December 31, 2023</td>
</tr>
<tr>
<td>Subrecipient</td>
<td>City of Fort Collins</td>
</tr>
<tr>
<td>Contact Name</td>
<td>Kaley Zeisel</td>
</tr>
<tr>
<td>DUNS #</td>
<td>078362597</td>
</tr>
<tr>
<td>Vendor #</td>
<td>2000023</td>
</tr>
<tr>
<td>Address</td>
<td>PO Box 580, Fort Collins, CO 80522-0580, U.S.</td>
</tr>
<tr>
<td>Phone #</td>
<td>970-224-6067</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:kzeisel@fcg.gov.com">kzeisel@fcg.gov.com</a></td>
</tr>
<tr>
<td>Indirect Rate</td>
<td>N/A</td>
</tr>
<tr>
<td>WBS*</td>
<td>23340.10.50 23344.10.50</td>
</tr>
<tr>
<td>ALI</td>
<td>11.12.02 11.52.20</td>
</tr>
<tr>
<td>Total Project Budget</td>
<td>$1,137,640</td>
</tr>
<tr>
<td>Settlement Program Funds</td>
<td>$1,137,640</td>
</tr>
<tr>
<td>Other Grant Program Funds</td>
<td>$0.00</td>
</tr>
<tr>
<td>Local Funds</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total Project Amount Encumbered via this Grant Agreement</td>
<td>$1,137,640</td>
</tr>
</tbody>
</table>

*The WBS numbers may be replaced without changing the amount of the grant at CDOT’s discretion.

A. Definitions

1. **Acquisition vehicle(s):** The specific alternative-fueled bus or buses identified herein to replace the qualifying vehicle(s) of like size, capacity, and class.

2. **Colorado Beneficiary Mitigation Plan (BMP):** The State of Colorado’s Beneficiary Mitigation Plan summarizes how Colorado plans to use funds in the Volkswagen Diesel Emissions Settlement Trust (Trust), of which the State of Colorado was designated an eligible beneficiary, including the certain categories of eligible mitigation actions determined appropriate to achieve the goals of the Trust. For this Statement of Work, this definition refers to the 2018 BMP.

3. **Charging equipment:** Devices specifically associated with and required for the operation of the electric vehicle(s) purchased with Settlement Program funds.

4. **Equipment installation:** Work and materials associated with and required for the installation of eligible charging equipment.

5. **Incremental cost:** The difference between the cost of a conventional-fueled bus of like size, capacity, and class to a qualifying vehicle and the cost of an acquisition vehicle, as related to the incentive formula defined in the BMP.

6. **Project Components:** All the specifically-identified items that are eligible for purchase with Settlement Program funding, which may include acquisition vehicle(s), charging equipment, and equipment installation.

7. **Qualifying vehicle(s):** The specific conventional-fueled bus(es) identified herein for replacement which is drivable and has been registered, insured, and operated in Colorado for the previous two (2) years prior to the submit date of the application.

   a. **Operated:** Three (3) or more preventative maintenance cycles OR 15,000 or more transit revenue service miles OR 1,250 or more transit revenue service hours amassed during the previous two (2) years.
8. **Scrapped vehicle(s):** The specific qualifying vehicle(s) being replaced and scrapped as required by the Trust and BMP.

9. **Scraping (also scrap, scrapped):** The specific action required by the Trust and BMP that the qualifying vehicle(s) replaced by the acquisition vehicle(s) purchased with Settlement Program funds be rendered inoperable and available for recycle, which includes cutting the vehicle(s) chassis frame rails completely in half and cutting a 3-inch hole in the engine block.¹

10. **Settlement Program:** CDOT’s Settlement Transit Bus Replacement Program, as defined in the BMP.

### B. Project Description

City of Fort Collins shall use 2020 Settlement Program funds to purchase: Two (2) 35’ Battery Electric Bus Replacements and two (2) Electric Chargers as more fully described below. The purchase will support the goals of the Statewide Transit Plan and the BMP.

1. City of Fort Collins shall use Settlement Program funds to purchase the following Project Components:
   
   a. **Acquisition vehicle(s):**

<table>
<thead>
<tr>
<th>ALI Name</th>
<th>QTY</th>
<th>Fuel Type</th>
<th>Description</th>
<th>Amount</th>
<th>ADA Compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>11.12.02</td>
<td>2</td>
<td>Electric</td>
<td>(2) ADA Electric 35’ Bus Replacements</td>
<td>$937,640.00</td>
<td>ADA Compliant</td>
</tr>
</tbody>
</table>

   b. **Charging equipment and equipment installation:**

<table>
<thead>
<tr>
<th>ALI Name</th>
<th>QTY</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>11.52.20</td>
<td>2</td>
<td>Two (2) Electric Chargers with Installation</td>
<td>$200,000.00</td>
</tr>
</tbody>
</table>

2. The acquisition vehicle(s) identified above shall be purchased to replace two (2) existing, qualifying vehicle(s) from the list below, subject to CDOT approval, which shall be scrapped in accordance with this Grant Agreement and the DTR Scrapping Guide:

<table>
<thead>
<tr>
<th>VIN</th>
<th>COTRAMS Inventory #</th>
<th>Year</th>
<th>Model</th>
<th>Make</th>
</tr>
</thead>
<tbody>
<tr>
<td>15GGE181611090424</td>
<td>INV-00006606</td>
<td>2001</td>
<td>Low Floor</td>
<td>GIL – Gillig Corporation</td>
</tr>
<tr>
<td>15GGE181811090425</td>
<td>INV-00006606</td>
<td>2001</td>
<td>Low Floor</td>
<td>GIL - Gillig Corporation</td>
</tr>
</tbody>
</table>

### C. Performance Standards

1. **Project Milestones**

<table>
<thead>
<tr>
<th>Milestone Description</th>
<th>Original Estimated Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Submit Procurement Concurrence Request (PCR) to CDOT Project Manager for Approval</td>
<td>6/30/2020</td>
</tr>
<tr>
<td>Submit Procurement Authorization (PA) and solicitation docs CDOT Project Manager for Approval</td>
<td>12/31/2020</td>
</tr>
<tr>
<td>Take Delivery of (First) Vehicle/Equipment/Project Property</td>
<td>6/30/2022</td>
</tr>
<tr>
<td>Take Delivery of and Accept All Vehicles/Equipment/Project Property</td>
<td>9/30/2022</td>
</tr>
</tbody>
</table>

¹ Equipment and vehicle components that are not part of the engine or chassis frame rails may be salvaged from the qualifying vehicle(s) (such as seats, tires, security cameras, ITS systems, etc.) in accordance with this Grant Agreement.
2. City of Fort Collins shall use the Project Components purchased in its transit operations and shall perform regularly recurring maintenance with specific performance measures tied to City of Fort Collins’s written maintenance plans, and to those included in manufacturer’s recommendations and warranty program(s). City of Fort Collins will measure whether this project is successful and improves the efficiency, effectiveness, and safety of transportation.

3. Performance will be reviewed throughout the duration of this Grant Agreement. City of Fort Collins shall report to the CDOT Project Manager whenever one or more of the following occurs:
   a. Budget or schedule changes;
   b. Scheduled milestone or completion dates are not met or are anticipated to not be met;
   c. Identification of problem areas and how the problems will be resolved; and/or
   d. Expected impacts and the efforts to recover from delays.

4. City of Fort Collins must comply and submit all reimbursements and reports associated, including the assignment of “Colorado Department of Transportation” as the lienholder on the acquisition vehicle(s) as a condition of project closeout.

5. City of Fort Collins will report the expected date of scrapping of each qualifying vehicle to the CDOT Project Manager via email or Disposition Authorization (DA) Form in COTRAMS no less than fourteen (14) calendar days prior to such date.

6. Performance Reporting Requirements:
   a. City of Fort Collins agrees to report, to CDOT or its designee, the vehicle metrics used to measure resulting project air quality benefits at the request of CDOT, which may include vehicle mileage, usage, charging, or other data readily available through the operation of the acquisition vehicle(s). City of Fort Collins will be required to report data at a minimum of annually or at a maximum of quarterly for a period of no less than five (5) years following the acceptance of each acquisition vehicle.
   b. City of Fort Collins further agrees to collaborate with CDOT to support research and analytical initiatives related to the project that mutually benefit the successful implementation and operation of the project, which may include, among other things, sharing with or providing access to CDOT or its designee to telemetric data generated by the Project Components.

D. Project Budget

1. The Total Project Budget is $1,137,640.00. The State will pay no more than the eligible, actual project costs, up to the maximum amount of $1,137,640.00. The State will retain any remaining balance of the Settlement Program funds. City of Fort Collins shall be solely responsible for all costs incurred in the project in excess of the amount paid by the State from Settlement Program funds for eligible, actual costs. For CDOT accounting purposes, the Settlement Program funds of $1,137,640.00 will be encumbered for this Grant Agreement.

2. Per the terms of this Grant Agreement, the State shall have no obligation to provide state funds for use on this project. The State will administer Settlement Program funds for this project under the terms of this Grant Agreement, provided that the share of Settlement Program funds to be administered by the State are made available and remain available.

E. Procurement

Procurement of the Project Components will comply with state procurement procedures and the DTR Quick Procurement Guide. In addition to the state requirements outlined below, state procedures for purchase of each of the Project Components must be followed and will be outlined prior to purchase.
1. The first step in the procurement process will be to obtain Independent Cost Estimates (ICE) for:
   a. the acquisition vehicle(s);
   b. the conventional-fueled bus(es) of like size, capacity, and class to the qualifying
      vehicle(s) identified for replacement, and
   c. the non-vehicle Project Components.

2. The second step will be to obtain a Procurement Concurrence Request (PCR) approval from the
   CDOT Project Manager through COTRAMS.

3. Prior to entering into a purchasing agreement with the selected vendor, City of Fort Collins shall
   request a Purchase Authorization (PA), and submit a vendor quote for the Project Components in
   COTRAMS.

4. Once the Purchase Authorization (PA) is approved by the CDOT Project Manager, and the Project
   Components is/are ordered, the CDOT Project Manager shall be notified by City of Fort Collins in
   COTRAMS of the agreed upon delivery date.

5. Upon delivery, City of Fort Collins shall be responsible for having the Project Components
   inspected and accepted within thirty (30) calendar days of delivery. If defects prevent
   acceptance of the Project Components, City of Fort Collins will contact the vendor to resolve any
   defects and notify CDOT.

6. City of Fort Collins shall be responsible for reimbursing the selected vendor within forty-five (45)
   calendar days after acceptance of the Project Components.

F. Reimbursement Eligibility

Reimbursement for eligible project costs incurred will be paid to City of Fort Collins according to the schedule and
requirements below for those eligible costs incurred during the Grant Agreement effective dates.

Acquisition vehicle(s) component reimbursements:

Phase 1: Request for reimbursement shall be made following City of Fort Collins's acceptance of and
payment for the acquisition vehicle(s). 80% of final, eligible acquisition vehicle(s) costs will be reimbursed
upon City of Fort Collins's submission in COTRAMS of a reimbursement packet for each acquisition
vehicle that includes the following completed documents:

- Independent Cost Estimates (ICE) for the acquisition vehicle and a conventional-fueled bus of like
  size, capacity, and class to the qualifying vehicle
- Procurement Concurrence Request (PCR)
- Purchase Authorization (PA)
- Signed Notice of Acceptance (NA) with anticipated qualifying vehicle scrapping date
- Signed Security Agreement (SA)
- Application for Title showing "Colorado Department of Transportation" as the lienholder
- Invoice
- Acquisition Vehicle Cost Reimbursement Worksheet (see Exhibit B, attached hereto)
- Proof of registration, insurance, and operation (e.g. preventative maintenance records,
mileage/service hour records) for the previous two (2) years for the specific, identified qualifying
  vehicle being replaced by the acquisition vehicle
- Proof of Payment
- Post Delivery Certifications
Phase 2: Request for reimbursement shall be made within fourteen (14) calendar days of scrapping of the qualifying vehicle(s). 20% of final, eligible acquisition vehicle(s) costs will be reimbursed upon City of Fort Collins’s submission in COTRAMS of a secondary reimbursement packet for each acquisition vehicle that includes the following completed documents:

- Disposition Concurrence Request (DCR) for the qualifying vehicle
- Copy of clean title for the qualifying vehicle
- Disposition Authorization (DA) for the qualifying vehicle
- Notice of Disposition (ND)
- Proof of scrapping, which includes photographs of the scrapped vehicle, certificate of destruction, or bill of sale from the entity that conducted the scrapping, or other pertinent documents that substantiate scrapping was completed, as determined by CDOT

Non-vehicle component reimbursements (e.g., charging equipment, installation, etc.):

Request for reimbursement shall be made following City of Fort Collins’s acceptance of and payment for the non-vehicle Project Component(s). 100% of final, eligible non-vehicle costs will be reimbursed upon City of Fort Collins’s submission in COTRAMS of a reimbursement packet for each non-vehicle project component that includes the following completed documents:

- Independent Cost Estimate (ICE)
- Procurement Concurrence Request (PCR)
- Purchase Authorization (PA)
- Signed Notice of Acceptance (NA)
- Invoice
- Proof of Payment

City of Fort Collins must submit the final invoice within sixty (60) calendar days of December 31, 2023 and submit a Grant Closeout and Liquidation (GCL) Form in COTRAMS within fifteen (15) calendar days of issuance of the final reimbursement payment.

G. State Interest-Service Life

The State (CDOT) maintains a share of the remaining value of state assisted property upon disposition before the end of its useful life or for assets with a value greater than $5,000 after the useful life has been met, according to the provisions of the State Management Plan.

The useful life of rolling stock begins on the date the vehicle is placed in revenue service and continues until it is removed from revenue service. The minimum useful life in years refers to total time in transit revenue service, not time spent stockpiled or otherwise unavailable for regular transit use. The minimum useful life in miles refers to total miles in transit revenue service. Non-revenue miles and periods of extended removal from service do not count towards useful life. Changes in operating circumstances, including unforeseen difficulty maintaining vehicles, higher cost of fuel, and changes in local law limiting where vehicles can be operated are not exemptions from minimum useful life requirements.

Minimum useful life is determined by years of service or accumulation of miles, whichever comes first, in accordance with the State Management Plan.

City of Fort Collins shall not dispose or otherwise release, sell or otherwise transfer the State funded assets to any other party while there is remaining state interest without approval from the CDOT Project Manager.

City of Fort Collins is responsible for making the request to the CDOT Project Manager in a timely manner, providing appropriate documentation, if indicated, when a lien release is being requested in order to allow CDOT to process the release of a lien.

CDOT and City of Fort Collins will work in conjunction with Department of Revenue (DOR) to assure the lien is released according to state rules.
H. Training

In an effort to enhance transit safety, City of Fort Collins and any subrecipients and subcontractors shall make a good faith effort to ensure that appropriate training of agency and contracted personnel is occurring and that personnel are up to date in appropriate certifications. In particular, City of Fort Collins shall ensure that driving personnel are provided professional training in defensive driving and training on the handling of mobility devices and transporting older adults and individuals with disabilities.

I. Safety Data

City of Fort Collins and any subrecipients shall maintain and submit, as requested, data related to bus safety. This may include, but not be limited to, the number of vehicle accidents within certain measurement parameters set forth by CDOT, the number and extent of passenger injuries or claims, and the number and extent of employee accidents, injuries and incidents.

J. Special Conditions

1. City of Fort Collins will comply with all requirements imposed by CDOT on City of Fort Collins so that the Settlement Program grant is used in accordance with BMP, state statutes, regulations, and the terms and conditions of this Grant Agreement.

2. City of Fort Collins must permit CDOT and their auditors to have access to City of Fort Collins’s records and financial statements as necessary, with reasonable advance notice.

3. City of Fort Collins must scrap one (1) qualifying vehicle for each acquisition vehicle accepted, and shall complete the scrapping no later than twelve (12) months following the date of acceptance of the acquisition vehicle replacing it. City of Fort Collins may scrap any qualifying vehicle(s) at any time prior to acceptance of any acquisition vehicle(s), but shall not scrap any qualifying vehicle(s) prior to execution of this Grant Agreement.

4. Except as provided in this Grant Agreement, City of Fort Collins shall not be reimbursed for any purchase, issued purchase order, or leased capital equipment prior to execution of this Grant Agreement.

5. City of Fort Collins shall ensure that it does not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color, national origin, sex, age or disability in accordance with Title VI of the Civil Rights Act of 1964.

6. City of Fort Collins shall seek to ensure non-discrimination in its programs and activities by developing and maintaining a “Title VI Program in accordance with the “Requirements for FTA Subrecipients” in CDOT’s “Title VI Program Plan and Federal Transit Administration Circular 4702.1B, “Title VI Requirements and Guidelines for FTA Recipients.” The Party shall also facilitate FTA’s compliance with Executive Order 12898 and DOT Order 5610.2(a) by incorporating the principles of environmental justice in planning, project development and public outreach in accordance with FTA Circular 4703.1 “Environmental Justice Policy Guidance for Federal Transit Administration Recipients.”

7. City of Fort Collins will provide transportation services to persons with disabilities in accordance with Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.

8. City of Fort Collins shall develop and maintain an ADA Program in accordance with 28 CFR Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services, FTA Circular 4710.1, and any additional requirements established by CDOT for FTA subrecipients.

9. City of Fort Collins shall ensure that it will comply with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FTA guidance, and any other federal, state, and/or local laws, rules and/or regulations. In any contract utilizing federal funds, land, or other federal aid, City of Fort Collins shall require its subrecipients and/or contractors to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of
disability.

10. City of Fort Collins shall agree to produce and maintain documentation that supports compliance with the Americans with Disabilities Act to CDOT upon request.

K. Acquisition Vehicle Reimbursement Calculation

The Total Project Amount Encumbered via this Grant Agreement listed above is based on estimated costs known at the time of execution of this Grant Agreement. Reimbursement for the cost of purchasing the acquisition vehicle(s) will be made on 110% of the incremental cost, or the difference between the cost of a conventional-fueled bus of like size, capacity, and class to the qualifying vehicle(s) identified for replacement, and the acquisition vehicle(s). Thus, the final amount to be reimbursed for the acquisition vehicle(s) will be recalculated prior to reimbursement, based on eligible, actual costs incurred using the Acquisition Vehicle Cost Reimbursement Worksheet (Worksheet) attached hereto as Exhibit B. The Worksheet shall be completed and submitted by City of Fort Collins in COTRAMS as part of the Phase 1 acquisition vehicle(s) reimbursement packet. Once recalculated, the reimbursable amount of project costs may be less than the Total Project Amount Encumbered via this Grant Agreement, but in no case shall it be more than such amount.
EXHIBIT B: ACQUISITION VEHICLE COST REIMBURSEMENT WORKSHEET

This Worksheet must be completed and submitted by the Subrecipient in COTRAMS with each Phase 1 acquisition vehicle reimbursement request.

<table>
<thead>
<tr>
<th>Subrecipient:</th>
<th>Purchase Order #:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vehicle # (e.g. 1, 2):</td>
<td>Reimbursement Request # (e.g. 1, 2)</td>
</tr>
</tbody>
</table>

Cost Reimbursement Calculator:

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Total Eligible Actual Acquisition Vehicle Cost</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Estimated Cost of a Conventional-Fueled Bus of Like Size, Capacity, and Class to the Qualifying Vehicle from the ICE</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Incremental Cost [A – B]</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>Eligible Actual Acquisition Vehicle Reimbursable Amount [C x 110%]</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>Total Project Amount Encumbered via the Grant Agreement</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>F</td>
<td>FINAL Total Acquisition Vehicle Reimbursement Amount [lesser of D and E]</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>G</td>
<td>Phase 1 Acquisition Vehicle Reimbursement Amount (80%)</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>H</td>
<td>Phase 2 Acquisition Vehicle Reimbursement Amount (20%)</td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>
## EXHIBIT C, SAMPLE OPTION LETTER

<table>
<thead>
<tr>
<th>State Agency</th>
<th>Option Letter Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department of Transportation</td>
<td>Insert the Option Number (e.g. &quot;1&quot; for the first option)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Grantee</th>
<th>Original Agreement Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insert Grantee's Full Legal Name, including &quot;Inc.&quot;, &quot;LLC&quot;, etc...</td>
<td>Insert CMS number or Other Contract Number of the Original Contract</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Current Agreement Maximum Amount</th>
<th>Option Agreement Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Term</td>
<td>Insert CMS number or Other Contract Number of this Option</td>
</tr>
<tr>
<td>State Fiscal Year 20xx</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Extension Terms</th>
<th>Agreement Performance Beginning Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Fiscal Year 20xx</td>
<td>The later of the Effective Date or Month, Day, Year</td>
</tr>
<tr>
<td>State Fiscal Year 20xx</td>
<td>$0.00</td>
</tr>
<tr>
<td>State Fiscal Year 20xx</td>
<td>$0.00</td>
</tr>
<tr>
<td>State Fiscal Year 20xx</td>
<td>$0.00</td>
</tr>
<tr>
<td>Local Funds</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total for All State Fiscal Years</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

1. **OPTIONS:**
   A. Option to extend for an Extension Term or End of Term Extension.

2. **REQUIRED PROVISIONS:**
   A. **For use with Option 1(A)** In accordance with Section(s) 2.B/2.C of the Original Agreement referenced above, the State hereby exercises its option for an additional term/end of term extension, beginning on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
   B. **For use with all Options that modify the Agreement Maximum Amount:** The Agreement Maximum Amount table on the Agreement’s Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.

3. **OPTION EFFECTIVE DATE:**
   A. The effective date of this Option Letter is upon approval of the State Controller or ____, whichever is later.

### STATE OF COLORADO
- Jared S. Polis, Governor
- Department of Transportation
- Shoshana M. Lew, Executive Director

By: ____________________________
- David Krutsinger, Director,
  Division of Transit and Rail

Date: ____________________________

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

**STATE CONTROLLER**
- Robert Jaros, CPA, MBA, JD

By: ____________________________
- Department of Transportation

Option Effective Date: ____________________________
EXHIBIT D, TITLE VI – CIVIL RIGHTS

Nondiscrimination Requirements

The Parties shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color, national origin, sex, age or disability. During the performance of this agreement, the Grantee, for itself, its assignees and successors in interest (hereinafter referred to as the “Grantee”) agrees as follows:

(1) Compliance with Regulations: The grantee shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The grantee, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subgrantees, including procurements of materials and leases of equipment. The grantee shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subgrantees, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the grantee for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subgrantee or supplier shall be notified by the grantee of the grantee’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin or sex.

(4) Information and Reports: The grantee shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Colorado Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a grantee is in the exclusive possession of another who fails or refuses to furnish this information the grantee shall so certify to the Colorado Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the grantee’s noncompliance with the nondiscrimination provisions of this contract, the Colorado Department of Transportation shall impose such contract sanctions as may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the grantee under the contract until the grantee complies, and/or

(b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The grantee shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The grantee shall take such action with respect to any subcontract or procurement as the Colorado Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that, in the event a grantee becomes involved in, or is threatened with, litigation with a subgrantee or supplier as a result of such direction, the grantee may request the Colorado Department of Transportation to enter into such litigation to protect the interests of the Colorado Department of Transportation.
# STATE OF COLORADO GRANT AGREEMENT

## COVER PAGE

<table>
<thead>
<tr>
<th>State Agency</th>
<th>Agreement Number / PO #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department of Transportation</td>
<td>20-HTR-ZL-03128 / 491002072</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Grantee</th>
<th>Agreement Performance Beginning Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>CITY OF FORT COLLINS</td>
<td>The Effective Date</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Agreement Maximum Amount</th>
<th>Initial Agreement Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Settlement Funds</td>
<td>December 31, 2022</td>
</tr>
<tr>
<td>State Fiscal Year 2020</td>
<td>Fund Expenditure End Date</td>
</tr>
<tr>
<td>$116,268.00</td>
<td>December 31, 2022</td>
</tr>
<tr>
<td>Local Funds</td>
<td></td>
</tr>
<tr>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Total for all State Fiscal Years</td>
<td>Agreement Authority</td>
</tr>
<tr>
<td>$116,268.00</td>
<td>Authority to enter into this Agreement exists in CRS §§43-1-106, 43-1-110, 43-1-117.5, 43-2-101(4)(c), 43-4-811(2).</td>
</tr>
</tbody>
</table>

## Agreement Purpose

The purpose of this Grant is for CDOT to disburse Settlement Program Funds to Grantee to conduct work within the provisions of this Grant. The work to be completed under this Grant by the Grantee is more specifically described herein.

## Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

1. Exhibit A, Statement of Work and Budget.
2. Exhibit B, Acquisition Vehicle Cost Reimbursement Worksheet.
3. Exhibit C, Sample Option Letter.
4. Exhibit D, Title VI-Civil Rights.

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

1. Exhibit D, Title VI-Civil Rights.
2. Colorado Special Provisions in §17 of the main body of this Agreement.
3. The provisions of the other sections of the main body of this Agreement.
4. Exhibit A, Statement of Work and Budget.
5. Executed Option Letters (if any.)

## Principal Representatives

<table>
<thead>
<tr>
<th>For the State:</th>
<th>For Subrecipient:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Moira Moon</td>
<td>Kaley Zeisel</td>
</tr>
<tr>
<td>Division of Transit and Rail</td>
<td>CITY OF FORT COLLINS</td>
</tr>
<tr>
<td>2829 W. Howard Pl.</td>
<td>PO BOX 580</td>
</tr>
<tr>
<td>Denver, CO 80204</td>
<td>FORT COLLINS, CO 80522-0580</td>
</tr>
<tr>
<td><a href="mailto:moira.moon@state.co.us">moira.moon@state.co.us</a></td>
<td><a href="mailto:kzeisel@fcgov.com">kzeisel@fcgov.com</a></td>
</tr>
</tbody>
</table>
SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

GRANTEE
CITY OF FORT COLLINS

________________________

By: Name & Title of Person Signing for Grantee

________________________

Date:

________________________

2nd State or Grantee Signature if needed

________________________

By: Print Name of Authorized Individual

________________________

Date:

STATE OF COLORADO
Jared S. Polis, Governor
Department of Transportation
Shoshana M. Lew, Executive Director

________________________

By: David Krutsinger, Director
Division of Transit and Rail

________________________

Date:

LEGAL REVIEW
Philip J. Weiser, Attorney General

________________________

By: Assistant Attorney General

________________________

Date:

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

STATE CONTROLLER
Robert Jaress, CPA, MBA, JD

________________________

By: Department of Transportation

Effective Date:
TABLE OF CONTENTS

1. PARTIES .......................................................................................................................... 3
2. TERM AND EFFECTIVE DATE ...................................................................................... 3
3. DEFINITIONS .................................................................................................................. 4
4. STATEMENT OF WORK ............................................................................................... 6
5. PAYMENTS TO GRANTEE ........................................................................................... 6
6. REPORTING - NOTIFICATION ..................................................................................... 8
7. GRANTEE RECORDS ....................................................................................................... 8
8. CONFIDENTIAL INFORMATION - STATE RECORDS ............................................. 9
9. CONFLICTS OF INTEREST .......................................................................................... 10
10. INSURANCE .................................................................................................................. 10
11. BREACH OF AGREEMENT .......................................................................................... 12
12. REMEDIES ................................................................................................................... 12
13. DISPUTE RESOLUTION ............................................................................................... 13
14. NOTICES and REPRESENTATIVES .......................................................................... 14
15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION .................................. 14
16. GENERAL PROVISIONS ............................................................................................. 15
17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3) .............. 17

1. PARTIES

This Agreement is entered into by and between Grantee named on the Cover Page for this Agreement (the "Grantee"), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Agreement (the "State"). Grantee and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Effective Date, except as described in §5.D, or after the Fund Expenditure End Date. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in Exhibit A.

B. Initial Term

The Parties’ respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Cover Page for this Agreement (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Extension Terms - State’s Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in this Agreement (each such period an “Extension Term”). In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to Sample Option Letter attached to this Agreement.

D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Grantee in a form substantially equivalent to the Sample Option Letter attached to this Agreement, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.
E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for Breach of Agreement by Grantee, which shall be governed by §12.A.i.

i. Method and Content

The State shall notify Grantee of such termination in accordance with §14. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Grantee shall be subject to the rights and obligations set forth in §12.A.i.a.

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Grantee for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Grantee which are directly attributable to the uncompleted portion of Grantee’s obligations, provided that the sum of any and all reimbursement shall not exceed the Grant Maximum Amount payable to Grantee hereunder.

F. Grantee’s Termination Under Federal Requirements

Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. “Agreement” means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

B. “Breach of Agreement” means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S., at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.

C. “Budget” means the budget for the Work described in Exhibit A.

D. “Business Day” means any day other than Saturday, Sunday, or a legal holiday as listed in §24-11-101(1), C.R.S.

E. “CORA” means the Colorado Open Records Act, §§24-72-200.1, et seq., C.R.S.

F. “Deliverable” means the outcome to be achieved or output to be provided, in the form of a tangible or intangible Good or Service that is produced as a result of Grantee’s Work that is intended to be delivered by Grantee.

G. “Effective Date” means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Agreement.
H. "End of Term Extension" means the time period defined in §2.D.

I. "Exhibits" means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.

J. "Extension Term" means the time period defined in §2.C.

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

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

M. "Grant Maximum Amount" means an amount equal to the total of Grant Funds for this Agreement.

N. "Incident" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, et seq., C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.

O. "Initial Term" means the time period defined in §2.B.

P. "Matching Funds" (Local Funds) means the funds provided by Grantee as a match required to receive the Grant Funds.

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

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

S. "Services" means the services to be performed by Grantee as set forth in this Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.

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

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

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

W. "State Records" means any and all State data, information, and records, regardless of physical form.

X. "Subcontractor" means any third party engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees of Grant Funds.

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

Any other term used in this Agreement that is defined elsewhere in this Agreement or in an Exhibit shall be construed and interpreted as defined in that section.

4. STATEMENT OF WORK

Grantee shall complete the Work as described in this Agreement and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

5. PAYMENTS TO GRANTEE

A. Grant Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Grant Maximum Amount for that State Fiscal Year shown on the Cover Page of this Agreement as "Settlement Funds Maximum Amount".

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Grantee in the amounts and in accordance with the conditions set forth in Exhibit A.

b. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State.

c. Any advance payment allowed under this Agreement, shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement and its Exhibits. Eligibility and submission for advance payment is subject to State approval and must include approved documentation in the form and manner set forth and approved by the State.

d. The State shall pay each invoice within 45 days following the State’s receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Grantee and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Grantee shall make all changes necessary to correct that invoice.

e. The acceptance of an invoice shall not constitute acceptance of any Work performed or Deliverables provided under this Agreement.

ii. Interest

Amounts not paid by the State within 45 days of the State’s acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Grantee shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days’ interest to be paid and the interest rate.

iii. Payment Disputes

If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee’s receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State’s review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.
iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State’s obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State’s liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §2.E.

C. Matching Funds

Grantee shall provide Matching Funds as provided in §5.A and Exhibit A. Grantee shall have raised the full amount of Matching Funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Grantee’s obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee’s treasury or bank account. Grantee represents to the State that the amount designated “Grantee’s Matching Funds” in Exhibit A has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. If Grantee is a public entity, Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee’s laws or policies.

D. Reimbursement of Grantee Costs

i. Any costs incurred by Grantee prior to the Effective Date shall not be reimbursed.

ii. The State shall reimburse Grantee’s allowable costs, not exceeding the Grant Maximum Amount shown on the Cover Page of this Agreement and on Exhibit A for all allowable costs described in this Agreement and shown in Exhibit A, except that Grantee may adjust the amounts between each line item of Exhibit A without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the Grant Maximum Amount of this Agreement or the Grant Maximum Amount for any State Fiscal Year, and the change does not modify any requirements of the Work.

iii. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are:

a. Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and

b. Equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred.)

iv. Grantee’s costs for Work performed after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. Grantee shall initiate any payment request by submitting invoices to the State in the form and manner set forth and approved by the State.

E. Close-Out

Grantee shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Cover Page for this Agreement. To complete close-out, Grantee shall submit to the State all Deliverables (including documentation) as defined in this Agreement and Grantee’s final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.
6. REPORTING - NOTIFICATION

A. Quarterly Reports.
In addition to any reports required pursuant to any other Exhibit, for any Agreement having a term longer than three months, Grantee shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting
If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee’s ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State’s Principal Representative identified on the Cover Page for this Agreement.

C. Performance and Final Status
Grantee shall submit all financial, performance and other reports to the State no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Grantee’s performance and the final status of Grantee’s obligations hereunder.

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

7. GRANTEE RECORDS

A. Maintenance
Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work and the delivery of Services (including, but not limited to, the operation of programs) or Goods hereunder (collectively, the “Grantee Records”). Grantee shall maintain such records for a period of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively (the “Record Retention Period”). If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection
Grantee shall permit the State and any other duly authorized agent of the State to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee’s office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days’ notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring
The State and any other duly authorized agent of the State, in its discretion, may monitor Grantee’s performance of its obligations under this Agreement using procedures as determined by the State. The State
shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee’s performance in a manner that does not unduly interfere with Grantee’s performance of the Work.

D. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee’s records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee or a third party.

8. CONFIDENTIAL INFORMATION - STATE RECORDS

A. Confidentiality

Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law or approved in writing by the State. Grantee shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Grantee shall immediately forward any request or demand for State Records to the State’s Principal Representative identified on the Cover Page of this Agreement.

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, Grantee shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish that Grantee, and its agents, employees, and Subcontractors are not the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable costs thereof. The State may, in its sole discretion and at Grantee’s sole expense, require Grantee to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Grantee shall provide the State with the results of such audit and evidence of Grantee’s planned remediation in response to any negative findings.
E. Data Protection and Handling

Grantee shall ensure that all State Records and Work Product in the possession of Grantee or any Subcontractors are protected and handled in accordance with the requirements of this Agreement, including the requirements of any Exhibits hereto, at all times. As used in this section, the protections afforded Work Product only apply to Work Product that requires confidential treatment.

F. Safeguarding PII

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

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Agreement. Such a conflict of interest would arise when a Grantee or Subcontractor’s employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

B. Apparent Conflicts of Interest

Grantee acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State’s interests. Absent the State’s prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee’s obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State’s consideration. Failure to promptly submit a disclosure statement or to follow the State’s direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

10. INSURANCE

Grantee shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Workers’ Compensation

Workers’ compensation insurance as required by state statute, and employers’ liability insurance covering all Grantee or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

i. $1,000,000 each occurrence;
ii. $1,000,000 general aggregate;
iii. $1,000,000 products and completed operations aggregate; and
iv. $50,000 any 1 fire.
C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

D. Protected Information

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CII, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $2,000,000 general aggregate.

E. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

F. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

G. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Grantee and Subcontractors.

H. Primacy of Coverage

Coverage required of Grantee and each Subcontractor shall be primary over any insurance or self-insurance program carried by Grantee or the State.

I. Cancellation

All insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Grantee and Grantee shall forward such notice to the State in accordance with §14 within 7 days of Grantee’s receipt of such notice.

J. Subrogation Waiver

All insurance policies secured or maintained by Grantee or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

K. Public Entities

If Grantee is a “public entity” within the meaning of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S. (the “GIA”), Grantee shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Grantee shall ensure that the Subcontractor maintain at all times during the terms of this Grantee, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor’s obligations under the GIA.

L. Certificates

For each insurance plan provided by Grantee under this Agreement, Grantee shall provide to the State certificates evidencing Grantee’s insurance coverage required in this Agreement prior to the Effective Date.
Grantee shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement prior to the Effective Date, except that, if Grantee’s subcontract is not in effect as of the Effective Date, Grantee shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven Business Days following Grantee’s execution of the subcontract. No later than 15 days before the expiration date of Grantee’s or any Subcontractor’s coverage, Grantee shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Grantee shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

11. BREACH OF AGREEMENT

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State’s Remedies

If Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach of Agreement

In the event of Grantee’s uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement’s terms. At the request of the State, Grantee shall assign to the State all of Grantee’s rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State’s request, Grantee shall return materials owned by the State in Grantee’s possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State’s request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee’s action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under §2.5.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may
withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the State; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Grantee's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State (i) secure that right to use such Work for the State and Grantee; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

13. DISPUTE RESOLUTION

A. Initial Resolution

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

B. Resolution of Controversies

If the initial resolution described in §13.A fails to resolve the dispute within 10 Business Days, Grantee shall submit any alleged breach of this Agreement by the State to the Procurement Official of the State Agency named on the Cover Page of this Agreement as described in §24-101-301(30), C.R.S., for resolution following the same resolution of controversies process as described in §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S., (collectively, the "Resolution Statutes"), except that if Grantee wishes to
challenge any decision rendered by the Procurement Official, Grantee’s challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Grantee pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

14. NOTICES and REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party’s principal representative at the address set forth on the Cover Page for this Agreement or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party’s principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Whether or not Grantee is under contract with the State at the time, Grantee shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Grantee assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, all State Records, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and information provided by or on behalf of the State to Grantee are the exclusive property of the State (collectively, “State Materials”). Grantee shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Grantee’s obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Grantee shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Grantee

Grantee retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Grantee under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, “Grantee Property”). Grantee Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.
16. GENERAL PROVISIONS

A. Assignment

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

B. Subcontracts

Grantee shall not enter into any subgrant or subcontract in connection with its obligations under this Agreement without providing notice to the State. The State may reject any such Subcontractor, and Grantee shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any work after that Subcontractor's subcontract has been rejected by the State. Grantee shall submit to the State a copy of each such subgrant or subcontract upon request by the State. All subgrants and subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

C. Binding Effect

Except as otherwise provided in §16.A., all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

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

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

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

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

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

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.
K. External Terms and Conditions
Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee’s or a Subcontractor’s website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

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

M. Survival of Certain Agreement Terms
Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

N. Taxes
The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), et seq., C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the State imposes such taxes on Grantee. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

O. Third Party Beneficiaries
Except for the Parties’ respective successors and assigns described in §16.A., this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

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

Q. CORA Disclosure
To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance
Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Grantee’s industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations.
   i. Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

   ii. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, shall obtain prior to the Effective Date and maintain at all times during the term of this Agreement, at its sole expense, a certificate of authority to transact business in the State of Colorado and designate a registered agent in Colorado to accept service of process.

Grantee shall comply with all applicable requirements of Exhibit D at all times during the term of this Agreement.

17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then this Agreement shall not be valid until it has been approved by the State’s Chief Information Officer or designee..

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

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

D. INDEPENDENT CONTRACTOR.

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Grantee shall not have the right of employment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (i) provide and keep in force workers’ compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW.

Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee’s liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109, C.R.S.
H. SOFTWARE PIRACY PROHIBITION.

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

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, et seq., C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

K. PUBLIC CONTRACTS FOR SERVICES. §8-17.5-101, et seq., C.R.S.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the EVerify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a Subcontractor that fails to certify to Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Grantee (i) shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Agreement is being performed, (ii) shall notify the Subcontractor and the contracting State agency or institution of higher education within three days if Grantee has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Agreement, (iii) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Grantee participates in the Department program, Grantee shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Grantee fails to comply with any requirement of this provision or §§8-17.5-101, et seq., C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Agreement for breach and, if so terminated, Grantee shall be liable for damages.
I. PUBLIC CONTRACTS WITH NATURAL PERSONS. §24-76.5-101, et seq., C.R.S.

Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Grantee (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of §§24-76.5-101, et seq., C.R.S., and (iii) has produced one form of identification required by §24-76.5-103, C.R.S., prior to the Effective Date of this Agreement.
EXHIBIT A, STATEMENT OF WORK AND BUDGET

<table>
<thead>
<tr>
<th>Project Description</th>
<th>2020-Settlement: Three (3) 33' ADA LPG BOC Replacements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project End Date</td>
<td>December 31, 2022</td>
</tr>
<tr>
<td>Subrecipient</td>
<td>City of Fort Collins</td>
</tr>
<tr>
<td></td>
<td>DUNS # 078362597</td>
</tr>
<tr>
<td>Contact Name</td>
<td>Kaley Zeisel</td>
</tr>
<tr>
<td></td>
<td>Vendor # 2000023</td>
</tr>
<tr>
<td>Address</td>
<td>PO Box 580 Fort Collins, CO 80522-0580</td>
</tr>
<tr>
<td></td>
<td>Phone # 970-224-6067</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:kzeisel@fcgov.com">kzeisel@fcgov.com</a></td>
</tr>
<tr>
<td>Indirect Rate</td>
<td>N/A</td>
</tr>
<tr>
<td>WBS*</td>
<td>2333810.50</td>
</tr>
<tr>
<td>ALI</td>
<td>11.12.03</td>
</tr>
<tr>
<td>Total Project Budget</td>
<td>$362,793.00</td>
</tr>
<tr>
<td>Settlement Program Funds</td>
<td>$116,268.00</td>
</tr>
<tr>
<td>FASTER Grant Program Funds</td>
<td>$197,220.00</td>
</tr>
<tr>
<td>Local Funds</td>
<td>$49,305.00</td>
</tr>
<tr>
<td>Total Project Amount Encumbered via this Grant Agreement</td>
<td>$116,268.00</td>
</tr>
</tbody>
</table>

*The WBS numbers may be replaced without changing the amount of the grant at CDOT's discretion.

A. Definitions

1. Acquisition vehicle(s): The specific alternative-fueled bus or buses identified herein to replace the qualifying vehicle(s) of like size, capacity, and class.

2. Colorado Beneficiary Mitigation Plan (BMP): The State of Colorado's Beneficiary Mitigation Plan summarizes how Colorado plans to use funds in the Volkswagen Diesel Emissions Settlement Trust (Trust), of which the State of Colorado was designated an eligible beneficiary, including the certain categories of eligible mitigation actions determined appropriate to achieve the goals of the Trust. For this Statement of Work, this definition refers to the 2018 BMP.

3. Charging equipment: Devices specifically associated with and required for the operation of the electric vehicle(s) purchased with Settlement Program funds.

4. Equipment installation: Work and materials associated with and required for the installation of eligible charging equipment.

5. Incremental cost: The difference between the cost of a conventional-fueled bus of like size, capacity, and class to a qualifying vehicle and the cost of an acquisition vehicle, as related to the incentive formula defined in the BMP.

6. Project Components: All the specifically-identified items that are eligible for purchase with Settlement Program funding, which may include acquisition vehicle(s), charging equipment, and equipment installation.

7. Qualifying vehicle(s): The specific conventional-fueled bus(es) identified herein for replacement which is drivable and has been registered, insured, and operated in Colorado for the previous two (2) years prior to application date.
   a. Operated: Three (3) or more preventative maintenance cycles OR 15,000 or more transit revenue service miles OR 1,250 or more transit revenue service hours amassed during the previous two (2) years.
8. **Scrapped vehicle(s):** The specific qualifying vehicle(s) being replaced and scrapped as required by the Trust and BMP.

9. **Scraping (also scrap, scrapped):** The specific action required by the Trust and BMP that the qualifying vehicle(s) replaced by the acquisition vehicle(s) purchased with Settlement Program funds be rendered inoperable and available for recycle, which includes cutting the vehicle(s) chassis frame rails completely in half and cutting a 3-inch hole in the engine block.¹

10. **Settlement Program:** CDOT's Settlement Transit Bus Replacement Program, as defined in the BMP.

B. **Project Description**

City of Fort Collins shall use 2020 Settlement Program funds to purchase: Three (3) 33' ADA LPG BOC Replacements as more fully described below. The purchase will support the goals of the Statewide Transit Plan and the BMP.

1. City of Fort Collins shall use Settlement Program funds to purchase the following Project Components:

   a. **Acquisition vehicle(s):**

<table>
<thead>
<tr>
<th>ALL Name</th>
<th>QTY</th>
<th>Fuel Type</th>
<th>Description</th>
<th>FASTER Amount</th>
<th>Settlement Amount</th>
<th>ADA Compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>11.12.03</td>
<td>3</td>
<td>LPG</td>
<td>Three (3) ADA LPG 33' BOC Replacement</td>
<td>$197,220.00</td>
<td>$116,268.00</td>
<td>ADA Compliant</td>
</tr>
</tbody>
</table>

2. The acquisition vehicle(s) identified above shall be purchased to replace three (3) existing, qualifying vehicle(s) from the list below, subject to CDOT approval, which shall be scrapped in accordance with this Grant Agreement and the DTR Scraping Guide:

<table>
<thead>
<tr>
<th>VIN</th>
<th>COTRAMS Inventory #</th>
<th>Year</th>
<th>Model</th>
<th>Make</th>
</tr>
</thead>
<tbody>
<tr>
<td>4DRASAAL09H042756</td>
<td>INV-00017591</td>
<td>2009</td>
<td>MaxForce</td>
<td>INT - International</td>
</tr>
<tr>
<td>4DRASAAL29H042757</td>
<td>INV-00017592</td>
<td>2009</td>
<td>MaxForce</td>
<td>INT - International</td>
</tr>
<tr>
<td>4DRASAAL49H042758</td>
<td>INV-00006620</td>
<td>2009</td>
<td>MaxForce</td>
<td>INT - International</td>
</tr>
</tbody>
</table>

¹ Equipment and vehicle components that are not part of the engine or chassis frame rails may be salvaged from the qualifying vehicle(s) (such as seats, tires, security cameras, ITS systems, etc.) in accordance with this Grant Agreement.

Contract Number: 20-HTR-ZL-03128/491002072

Page 21 of 29

Version 10/30/19
C. Performance Standards

1. Project Milestones

<table>
<thead>
<tr>
<th>Milestone Description</th>
<th>Original Estimated Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Submit Procurement Concurrence Request (PCR) to CDOT Project Manager for Approval</td>
<td>3/31/2020</td>
</tr>
<tr>
<td>Submit Procurement Authorization (PA) and solicitation docs CDOT Project Manager for Approval</td>
<td>6/30/2020</td>
</tr>
<tr>
<td>Take Delivery of (First) Vehicle/Equipment/Project Property</td>
<td>2/28/2021</td>
</tr>
<tr>
<td>Take Delivery of and Accept All Vehicles/Equipment/Project Property</td>
<td>3/31/2021</td>
</tr>
<tr>
<td>Submit Reimbursement Request in COTRAMS</td>
<td>5/31/2021</td>
</tr>
<tr>
<td>Scrap The Last Qualifying Vehicle</td>
<td>12/31/2021</td>
</tr>
<tr>
<td>Submit the Last Reimbursement Request</td>
<td>1/30/2022</td>
</tr>
</tbody>
</table>

IMPORTANT NOTE: All milestones in this Statement of Work (except for the final reimbursement requests) must be completed no later than the expiration date of this Grant Agreement: December 31, 2022.

2. City of Fort Collins shall use the Project Components purchased in its transit operations and shall perform regularly recurring maintenance with specific performance measures tied to City of Fort Collins's written maintenance plans, and to those included in manufacturer’s recommendations and warranty program(s). City of Fort Collins will measure whether this project is successful and improves the efficiency, effectiveness, and safety of transportation.

3. Performance will be reviewed throughout the duration of this Grant Agreement. City of Fort Collins shall report to the CDOT Project Manager whenever one or more of the following occurs:
   a. Budget or schedule changes;
   b. Scheduled milestone or completion dates are not met or are anticipated to not be met;
   c. Identification of problem areas and how the problems will be resolved; and/or
   d. Expected impacts and the efforts to recover from delays.

4. City of Fort Collins must comply and submit all reimbursements and reports associated, including the assignment of “Colorado Department of Transportation” as the lienholder on the acquisition vehicle(s) as a condition of project closeout.

5. City of Fort Collins will report the expected date of scrapping of each qualifying vehicle to the CDOT Project Manager via email or Disposition Authorization (DA) Form in COTRAMS no less than fourteen (14) calendar days prior to such date.

6. Performance Reporting Requirements:
   a. City of Fort Collins agrees to report, to CDOT or its designee, the vehicle metrics used to measure resulting project air quality benefits at the request of CDOT, which may include vehicle mileage, usage, or other data readily available through the operation of the acquisition vehicle(s). City of Fort Collins will be required to report data at a minimum of annually or at a maximum of quarterly for a period of no less than five (5) years following the acceptance of each acquisition vehicle.
   b. City of Fort Collins further agrees to collaborate with CDOT to support research and analytical initiatives related to the project that mutually benefit the successful implementation and operation of the project, which may include, among other things, sharing with or providing access to CDOT or its designee to telemetric data generated by the Project Components.
D. Project Budget

1. The Total Project Budget is $362,793.00. The State will pay no more than the eligible, actual project costs, up to the maximum amount of $116,268.00 in this grant agreement. The State will retain any remaining balance of the Settlement Program funds. City of Fort Collins shall be solely responsible for all costs incurred in the project in excess of the amount paid by the State from Settlement Program funds for eligible, actual costs. For CDOT accounting purposes, the Settlement Program funds of $116,268.00 will be encumbered for this Grant Agreement.

2. Per the terms of this Grant Agreement, the State shall have no obligation to provide state funds for use on this project. The State will administer Settlement Program funds for this project under the terms of this Grant Agreement, provided that the shares of Settlement Program funds to be administered by the State are made available and remain available.

E. Procurement

Procurement of the Project Components will comply with state procurement procedures and the DTR Quick Procurement Guide. In addition to the state requirements outlined below, state procedures for purchase of each of the Project Components must be followed and will be outlined prior to purchase.

1. The first step in the procurement process will be to obtain Independent Cost Estimates (ICE) for:
   a. the acquisition vehicle(s);
   b. the conventional-fueled bus(es) of like size, capacity, and class to the qualifying vehicle(s) identified for replacement, and

2. The second step will be to obtain a Procurement Concurrence Request (PCR) approval from the CDOT Project Manager through COTRAMS.

3. Prior to entering into a purchasing agreement with the selected vendor, City of Fort Collins shall request a Purchase Authorization (PA), and submit a vendor quote for the Project Components in COTRAMS.

4. Once the Purchase Authorization (PA) is approved by the CDOT Project Manager, and the Project Components is/are ordered, the CDOT Project Manager shall be notified by City of Fort Collins in COTRAMS of the agreed upon delivery date.

5. Upon delivery, City of Fort Collins shall be responsible for having the Project Components inspected and accepted within fifteen (15) calendar days of delivery. If defects prevent acceptance of the Project Components, City of Fort Collins will contact the vendor to resolve any defects and notify CDOT.

6. City of Fort Collins shall be responsible for reimbursing the selected vendor within forty-five (45) calendar days after acceptance of the Project Components.

F. Reimbursement Eligibility

Reimbursement for eligible project costs incurred will be paid to City of Fort Collins according to the schedule and requirements below for those eligible costs incurred during the Grant Agreement effective dates.

Acquisition vehicle(s) component reimbursements:

Phase 1: Request for reimbursement shall be made following City of Fort Collins's acceptance of and payment for the acquisition vehicle(s). 80% of final, eligible acquisition vehicle(s) costs will be reimbursed upon City of Fort Collins's submission in COTRAMS of a reimbursement packet for each acquisition vehicle that includes the following completed documents:
Independent Cost Estimates (ICE) for the acquisition vehicle and a conventional-fueled bus of like size, capacity, and class to the qualifying vehicle
- Procurement Concurrence Request (PCR)
- Purchase Authorization (PA)
- Signed Notice of Acceptance (NA) with anticipated qualifying vehicle scrapping date
- Signed Security Agreement (SA)
- Application for Title showing “Colorado Department of Transportation” as the lienholder
- Invoice
- Acquisition Vehicle Cost Reimbursement Worksheet (see Exhibit B, attached hereto)
- Proof of registration, insurance, and operation (e.g. preventative maintenance records, mileage/service hour records) for the previous two (2) years for the specific, identified qualifying vehicle being replaced by the acquisition vehicle
- Proof of Payment
- Post Delivery Certifications

Phase 2: Request for reimbursement shall be made within fourteen (14) calendar days of scrapping of the qualifying vehicle(s). 20% of final, eligible acquisition vehicle(s) costs will be reimbursed upon City of Fort Collins’s submission in COTRAMS of a secondary reimbursement packet for each acquisition vehicle that includes the following completed documents:

- Disposition Concurrence Request (DCR) for the qualifying vehicle
- Copy of clean title for the qualifying vehicle
- Disposition Authorization (DA) for the qualifying vehicle
- Notice of Disposition (ND)
- Proof of scrapping, which includes photographs of the scrapped vehicle, certificate of destruction, or bill of sale from the entity that conducted the scrapping, or other pertinent documents that substantiate scrapping was completed, as determined by CDOT

City of Fort Collins must submit the final invoice within sixty (60) calendar days of December 31, 2021, and submit a Grant Closeout and Liquidation (GCL) Form in COTRAMS within fifteen (15) calendar days of issuance of the final reimbursement payment.

G. State Interest-Service Life

The State (CDOT) maintains a share of the remaining value of state assisted property upon disposition before the end of its useful life or for assets with a value greater than $5,000 after the useful life has been met, according to the provisions of the State Management Plan.

The useful life of rolling stock begins on the date the vehicle is placed in revenue service and continues until it is removed from revenue service. The minimum useful life in years refers to total time in transit revenue service, not time spent stockpiled or otherwise unavailable for regular transit use. The minimum useful life in miles refers to total miles in transit revenue service. Non-revenue miles and periods of extended removal from service do not count towards useful life. Changes in operating circumstances, including unforeseen difficulty maintaining vehicles, higher cost of fuel, and changes in local law limiting where vehicles can be operated are not exemptions from minimum useful life requirements.

Minimum useful life is determined by years of service or accumulation of miles, whichever comes first, in accordance with the State Management Plan.

City of Fort Collins shall not dispose or otherwise release, sell or otherwise transfer the State funded assets to any other party while there is remaining state interest without approval from the CDOT Project Manager.

City of Fort Collins is responsible for making the request to the CDOT Project Manager in a timely manner, providing appropriate documentation, if indicated, when a lien release is being requested in order to allow CDOT to process the release of a lien.
CDOT and City of Fort Collins will work in conjunction with Department of Revenue (DOR) to assure the lien is released according to state rules.

H. Training

In an effort to enhance transit safety, City of Fort Collins and any subrecipients and subcontractors shall make a good faith effort to ensure that appropriate training of agency and contracted personnel is occurring and that personnel are up to date in appropriate certifications. In particular, City of Fort Collins shall ensure that driving personnel are provided professional training in defensive driving and training on the handling of mobility devices and transporting older adults and individuals with disabilities.

I. Safety Data

City of Fort Collins and any subrecipients shall maintain and submit, as requested, data related to bus safety. This may include, but not be limited to, the number of vehicle accidents within certain measurement parameters set forth by CDOT, the number and extent of passenger injuries or claims, and the number and extent of employee accidents, injuries and incidents.

J. Special Conditions

1. City of Fort Collins will comply with all requirements imposed by CDOT on City of Fort Collins so that the Settlement Program grant is used in accordance with BMP, state statutes, regulations, and the terms and conditions of this Grant Agreement.

2. City of Fort Collins must permit CDOT and their auditors to have access to City of Fort Collins’s records and financial statements as necessary, with reasonable advance notice.

3. City of Fort Collins must scrap one (1) qualifying vehicle for each acquisition vehicle accepted, and shall complete the scrapping no later than twelve (12) months following the date of acceptance of the acquisition vehicle replacing it. City of Fort Collins may scrap any qualifying vehicle(s) at any time prior to acceptance of any acquisition vehicle(s), but shall not scrap any qualifying vehicle(s) prior to execution of this Grant Agreement.

4. Except as provided in this Grant Agreement, City of Fort Collins shall not be reimbursed for any purchase, issued purchase order, or leased capital equipment prior to execution of this Grant Agreement.

5. City of Fort Collins shall ensure that it does not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color, national origin, sex, age or disability in accordance with Title VI of the Civil Rights Act of 1964.

6. City of Fort Collins shall seek to ensure non-discrimination in its programs and activities by developing and maintaining a Title VI Program in accordance with the “Requirements for FTA Subrecipients” in CDOT’s Title VI Program Plan and Federal Transit Administration Circular 4702.1B, “Title VI Requirements and Guidelines for FTA Recipients.” The Party shall also facilitate FTA’s compliance with Executive Order 12898 and DOT Order 5610.2(a) by incorporating the principles of environmental justice in planning, project development and public outreach in accordance with FTA Circular 4703.1 “Environmental Justice Policy Guidance for Federal Transit Administration Recipients.”

7. City of Fort Collins will provide transportation services to persons with disabilities in accordance with Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.

8. City of Fort Collins shall develop and maintain an ADA Program in accordance with 28 CFR Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services, FTA Circular 4710.1, and any additional requirements established by CDOT for FTA subrecipients.
9. City of Fort Collins shall ensure that it will comply with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FTA guidance, and any other federal, state, and/or local laws, rules and/or regulations. In any contract utilizing federal funds, land, or other federal aid, City of Fort Collins shall require its subrecipients and/or contractors to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.

10. City of Fort Collins shall agree to produce and maintain documentation that supports compliance with the Americans with Disabilities Act to CDOT upon request.

K. Acquisition Vehicle Reimbursement Calculation

The Total Project Amount Encumbered via this Grant Agreement listed above is based on estimated costs known at the time of execution of this Grant Agreement. Reimbursement for the cost of purchasing the acquisition vehicle(s) will be made on 110% of the incremental cost, or the difference between the cost of a conventional-fueled bus of like size, capacity, and class to the qualifying vehicle(s) identified for replacement, and the acquisition vehicle(s). Thus, the final amount to be reimbursed for the acquisition vehicle(s) will be recalculated prior to reimbursement, based on eligible, actual costs incurred using the Acquisition Vehicle Cost Reimbursement Worksheet (Worksheet) attached hereafter as Exhibit B. The Worksheet shall be completed and submitted by City of Fort Collins in COTRAMS as part of the Phase 1 acquisition vehicle(s) reimbursement packet. Once recalculated, the reimbursable amount of project costs may be less than the Total Project Amount Encumbered via this Grant Agreement, but in no case shall it be more than such amount.
EXHIBIT B: ACQUISITION VEHICLE COST REIMBURSEMENT WORKSHEET

This Worksheet must be completed and submitted by the Subrecipient in COTRAMS with each Phase 1 acquisition vehicle reimbursement request.

<table>
<thead>
<tr>
<th>Subrecipient:</th>
<th>Purchase Order #:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vehicle # (e.g. 1, 2):</td>
<td>Reimbursement Request # (e.g. 1, 2)</td>
</tr>
</tbody>
</table>

**Cost Reimbursement Calculator:**

<table>
<thead>
<tr>
<th>Column</th>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Total Eligible Actual Acquisition Vehicle Cost</td>
<td>$</td>
</tr>
<tr>
<td>B</td>
<td>Estimated Cost of a Conventional-Fueled Bus of Like Size, Capacity, and Class to the Qualifying Vehicle from the ICE</td>
<td>$</td>
</tr>
<tr>
<td>C</td>
<td>Incremental Cost [A – B]</td>
<td>$</td>
</tr>
<tr>
<td>D</td>
<td>Eligible Actual Acquisition Vehicle Reimbursable Amount [C x 110%]</td>
<td>$</td>
</tr>
<tr>
<td>E</td>
<td>Total Project Amount Encumbered via the Grant Agreement</td>
<td>$</td>
</tr>
<tr>
<td>F</td>
<td>FINAL Total Acquisition Vehicle Reimbursement Amount [lesser of D and E]</td>
<td>$</td>
</tr>
<tr>
<td>G</td>
<td>Phase 1 Acquisition Vehicle Reimbursement Amount (80%)</td>
<td>$</td>
</tr>
<tr>
<td>H</td>
<td>Phase 2 Acquisition Vehicle Reimbursement Amount (20%)</td>
<td>$</td>
</tr>
</tbody>
</table>
## EXHIBIT B, SAMPLE OPTION LETTER

<table>
<thead>
<tr>
<th>State Agency</th>
<th>Option Letter Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department of Transportation</td>
<td>Insert the Option Number (e.g. &quot;1&quot; for the first option)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Grantee</th>
<th>Original Agreement Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insert Grantee's Full Legal Name, including &quot;Inc.&quot;, &quot;LLC&quot;, etc...</td>
<td>Insert CMS number or Other Contract Number of the Original Contract</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Current Agreement Maximum Amount</th>
<th>Option Agreement Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Term</td>
<td>Insert CMS number or Other Contract Number of this Option</td>
</tr>
<tr>
<td>State Fiscal Year 20xx</td>
<td>$0.00</td>
</tr>
<tr>
<td>Extension Terms</td>
<td></td>
</tr>
<tr>
<td>State Fiscal Year 20xx</td>
<td>$0.00</td>
</tr>
<tr>
<td>State Fiscal Year 20xx</td>
<td>$0.00</td>
</tr>
<tr>
<td>State Fiscal Year 20xx</td>
<td>$0.00</td>
</tr>
<tr>
<td>State Fiscal Year 20xx</td>
<td>$0.00</td>
</tr>
<tr>
<td>Local Funds</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total for All State Fiscal Years</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

### 1. OPTIONS:
A. Option to extend for an Extension Term or End of Term Extension.

### 2. REQUIRED PROVISIONS:
A. **For use with Option 1(A)**: In accordance with Section(s) 2.B/2.C of the Original Agreement referenced above, the State hereby exercises its option for an additional term/end of term extension, beginning Insert start date and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.

B. **For use with all Options that modify the Agreement Maximum Amount**: The Agreement Maximum Amount table on the Agreement's Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.

### 3. OPTION EFFECTIVE DATE:
A. The effective date of this Option Letter is upon approval of the State Controller or _____, whichever is later.

---

**STATE OF COLORADO**

Jared S. Polis, Governor
Department of Transportation
Shoshana M. Lew, Executive Director

By: ________________________________
David Krutsinger, Director,
Division of Transit and Rail

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

**STATE CONTROLLER**

Robert Jaros, CPA, MBA, JD

By: ________________________________
Department of Transportation

Option Effective Date: ________________________________

---

Contract Number: 20-HTR-ZL-03128/491002072
EXHIBIT D, TITLE VI – CIVIL RIGHTS

Nondiscrimination Requirements

The Parties shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color, national origin, sex, age or disability. During the performance of this agreement, the Grantee, for itself, its assignees and successors in interest (hereinafter referred to as the “Grantee”) agrees as follows:

(1) Compliance with Regulations: The grantee shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The grantee, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subgrantees, including procurements of materials and leases of equipment. The grantee shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subgrantees, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the grantee for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subgrantor or supplier shall be notified by the grantee of the grantee's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin or sex.

(4) Information and Reports: The grantee shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Colorado Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a grantee is in the exclusive possession of another who fails or refuses to furnish this information the grantee shall certify to the Colorado Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the grantee's noncompliance with the nondiscrimination provisions of this contract, the Colorado Department of Transportation shall impose such contract sanctions as may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the grantee under the contract until the grantee complies, and/or

(b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The grantee shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The grantee shall take such action with respect to any subcontract or procurement as the Colorado Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that, in the event a grantee becomes involved in, or is threatened with, litigation with a subgrantor or supplier as a result of such direction, the grantee may request the Colorado Department of Transportation to enter into such litigation to protect the interests of the Colorado Department of Transportation.
AGENDA ITEM SUMMARY
February 18, 2020

STAFF

Jim McDonald, Cultural Services Director
Ryan Malarky, Legal

SUBJECT

Resolution 2020-021 Approving Fort Fund Grant Disbursements.

EXECUTIVE SUMMARY

The purpose of this item is to approve Fort Fund grants from the Cultural Development and Programming and Tourism Programming Accounts for the selected community and tourism events, based upon the recommendations of the Cultural Resources Board.

STAFF RECOMMENDATION

Staff recommends adoption of the Resolution.

BACKGROUND / DISCUSSION

The Fort Fund grant program, established in 1989, disburses lodging tax revenues deposited in the City’s Cultural Development and Programming Account and the Tourism Programming Accounts in accordance with the provisions of Section 25-244 of the City Code, where 25% of the revenue from the lodging tax fund is applied to the Cultural Development and Programming Account to support cultural events and 75% of revenue from lodging tax is dedicated to the Tourism Programming Account to support tourism events and activities. Local non-profit organizations may apply to Fort Fund for cultural and/or tourism event support. The Cultural Resources Board is authorized to review grant applications based on approved guidelines and make recommendations for Fort Fund disbursements to City Council, pursuant to Section 2-203 (2) of the City Code.

Fort Fund grants support arts and cultural events that enrich the creative vitality of the community, promote local heritage and diversity, provide opportunities for arts and cultural participation, help promote Fort Collins as a cultural center and tourist destination, have wide appeal for a significant part of the community, and promote the general welfare of the City’s residents and visitors.

January 23, 2020 Funding Session

At its January 23, 2020, funding session, the Cultural Resources Board reviewed twenty-two Project Support II applications with total requests equaling $98,250. Twenty-two applications were found eligible and recommended for funding for $88,000.

The Cultural Resources Board scored each application using the funding criteria outlined in the Fort Fund Guidelines and discussed the applications at its January 23, 2020, meeting. The Board discussion is outlined in the draft minutes and the funding plan is attached to Resolution 2020-021 as Exhibit A. The Board is recommending disbursement of $88,000 to the eligible applicants as outlined in the funding plan.
CITY FINANCIAL IMPACTS

The Fort Fund grant program, established in 1989, disburses lodging tax revenues deposited in the City’s Cultural Development and Programming Account and Tourism Programming Accounts in accordance with the provisions of Section 25-244 of the City Code. This Resolution would distribute $88,000 from the Cultural Development and Programming and Tourism Programming Accounts to local non-profit organizations. Each grantee organization must provide funds to match the grant amount. These funds were budgeted and appropriated in the 2020 budget. Lodging tax is collected pursuant to Section 25-242 of the City Code.

BOARD / COMMISSION RECOMMENDATION

The Cultural Resources Board is presenting these recommendations to City Council for public arts and cultural events that should receive funding at the recommended grant amounts from the Cultural Development and Programming Account and Tourism Programming Accounts revenues.

Exhibit A to the Resolution 2020-021 presents the allocations recommended by the Cultural Resources Board to the City Council for Project Support II funding.

ATTACHMENTS

1. Cultural Resources Board minutes, January 23, 2020 (draft) (PDF)
1. CALL TO ORDER: 5:30 p.m.

2. ROLL CALL
   - Board Members Present - Will Flowers (Chair), Tedi Cox, Vicki Fogel Mykles, Jesse Solomon, Jennifer Zidon
   - Board Members Absent – None
   - Staff Members Present - Jim McDonald, Liz Irvine, Jaime Jones
   - Guests: Katy Schneider, Director of Marketing, Visit Fort Collins

3. AGENDA REVIEW
   2020 Officer Elections added

4. CITIZEN PARTICIPATION
   - None

5. APPROVAL OF MINUTES
   - Consideration and approval of the December 19, 2019 Minutes. Tedi Cox made a motion to accept the minutes. Vicki Fogel Mykles seconded the motion. The motion passed unanimously.

6. UNFINISHED BUSINESS
   - None

7. NEW BUSINESS
   - Katy Schneider, Director of Marketing, Visit Fort Collins, gave an update on lodging taxes and the progress of the Visit Fort Collins Master Plan.
   - Project Support II January 2020 – Discussion and Funding Recommendations,
     - The Board reviewed 22 applications. The Board recommended funding 22 organizations for a total of $88,000. Tedi Cox made a motion to accept the funding recommendations. Jennifer Zidon seconded the motion. The motion passed unanimously. The recommendations are listed below.
Cultural Resources Board

FUNDING SESSION

Thursday, January 23, 2020 – 5:30 p.m. Canyon West Room

2020 Officer Elections-Jennifer Zidon made a motion to have Will Flowers remain as Chair and Vicki Fogel Mykles to remain as Vice Chair. Jessie Solomon seconded the motion. The motion passed unanimously.

8. DIRECTOR’S REPORT

Jim McDonald gave an update that Project Support is now open. It will close March 10th. Staff has sent an email to all past applicants reminding them of the deadlines. He also shared that The Lincoln Center has had over 157,165 participants and 794 programs in...
RESOLUTION 2020-021
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROVING FORT FUND GRANT DISBURSEMENTS

WHEREAS, providers of lodging accommodations in the City are required by Section
25-250 of the City Code to pay three percent of all revenues derived from such lodging
accommodations to the City as a lodging tax; and

WHEREAS, pursuant to Section 25-244 of the City Code, twenty-five percent of those
revenues are reserved for cultural development and programming, and seventy-five percent of all
revenues received by the City from lodging tax are reserved for promotion of convention and
visitor activities; and

WHEREAS, pursuant to Section 25-244 of the City Code, the Community Cultural
Development and Programming Account was established for the purpose of funding cultural
development and programming activities, and the Tourism Programming Account was
established for the purpose of funding tourist-related special events; and

WHEREAS, the City disburses funds from the City's Cultural Development and
Programming Account and Tourism Programming Account in accordance with Sections 2-
203(3) and 25-244 of the City Code through its Fort Fund Program; and

WHEREAS, the City's Cultural Resources Board reviews applications from the
community for Fort Fund monies and makes recommendations to the City Council in accordance
with Section 2-203(2) of the City Code, and in accordance with the administrative guidelines for
the Fort Fund program (the “Fort Fund Guidelines”); and

WHEREAS, at its regular meeting on January 23, 2020, the Cultural Resources Board
recommended funding for various proposals based on the criteria and considerations set forth in
Section 2-203 of the City Code and the Fort Fund Guidelines; and

WHEREAS, the use of lodging tax revenues will provide a public benefit to the Fort
Collins community by supporting cultural development and public programming activities within
the City that promote the use of public accommodations within the City; and

WHEREAS, the City Council wishes to approve Fort Fund grant disbursements as set
forth in Exhibit “A”.

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

Section 1. That the City Council hereby makes and adopts the determinations and
findings contained in the recitals set forth above.
Section 2. That the City Council hereby finds that the distribution of funds through the Fort Fund program as set forth on Exhibit “A” will promote the cultural and economic health of the community and in doing so will serve a recognized and valuable public purpose.

Section 3. That funds in the total amount of EIGHTY-EIGHT THOUSAND DOLLARS ($88,000) from the City’s Cultural Development and Programming Account are hereby approved for distribution as set forth in Exhibit “A”.

Passed and adopted at a regular meeting of the Council of the City of Fort Collins this 18th day of February, A.D. 2020.

_____________________________
Mayor

ATTEST:

_____________________________
City Clerk
## Approved Funding

<table>
<thead>
<tr>
<th>APPLICANT</th>
<th>PROPOSED EVENT/DATE</th>
<th>FUNDING REQUESTS</th>
<th>CULTURAL DEVELOPMENT &amp; PROGRAMMING</th>
<th>TOURISM PROGRAMMING</th>
<th>UNFUNDED BALANCE</th>
<th>PERCENT OF REQUEST FUNDED</th>
</tr>
</thead>
<tbody>
<tr>
<td>ARCINDA</td>
<td>Shadow Puppet and Ramayana Ballet II</td>
<td>2,500.00</td>
<td>2,100.00</td>
<td>-</td>
<td>400.00</td>
<td>84%</td>
</tr>
<tr>
<td>Cinco De Mayo of Northern Colorado, INC</td>
<td>2020 Northern Colorado Cinco De Mayo Festival</td>
<td>5,000.00</td>
<td>4,462.00</td>
<td>538.00</td>
<td>89%</td>
<td></td>
</tr>
<tr>
<td>Fort Collins Children’s Theatre</td>
<td>Fort Collins Children’s Theatre Fall Musical</td>
<td>5,000.00</td>
<td>4,462.00</td>
<td>-</td>
<td>538.00</td>
<td>89%</td>
</tr>
<tr>
<td>Fort Collins Community Ventures</td>
<td>Old Town Irish Party</td>
<td>5,000.00</td>
<td>4,725.00</td>
<td>275.00</td>
<td>95%</td>
<td></td>
</tr>
<tr>
<td>Fort Collins Mural Project</td>
<td>Fort Collins Mural Project</td>
<td>5,000.00</td>
<td>4,725.00</td>
<td>-</td>
<td>275.00</td>
<td>95%</td>
</tr>
<tr>
<td>Fort Collins Musicians Association</td>
<td>FoCoMX 2020</td>
<td>5,000.00</td>
<td>4,725.00</td>
<td>275.00</td>
<td>95%</td>
<td></td>
</tr>
<tr>
<td>Friends of the Symphony</td>
<td>Musical Zoo 2021</td>
<td>5,000.00</td>
<td>4,725.00</td>
<td>-</td>
<td>275.00</td>
<td>95%</td>
</tr>
<tr>
<td>Global Village Museum of Arts &amp; Cultures</td>
<td>Day of the Dead - Celebrating National Hispanic Heritage</td>
<td>5,000.00</td>
<td>4,725.00</td>
<td>-</td>
<td>275.00</td>
<td>95%</td>
</tr>
<tr>
<td>High Performance Dance Theatre</td>
<td>2020/2021 Season of Dance</td>
<td>2,500.00</td>
<td>2,100.00</td>
<td>-</td>
<td>400.00</td>
<td>84%</td>
</tr>
<tr>
<td>IMPACT Dance Company</td>
<td>Every Voice Matters</td>
<td>4,000.00</td>
<td>3,360.00</td>
<td>-</td>
<td>640.00</td>
<td>84%</td>
</tr>
<tr>
<td>International Keyboard Odyssey &amp; Festival, Inc</td>
<td>IKOF in the Community</td>
<td>5,000.00</td>
<td>4,462.00</td>
<td>-</td>
<td>538.00</td>
<td>89%</td>
</tr>
</tbody>
</table>
## Applicant Proposed Event/Date

<table>
<thead>
<tr>
<th>Applicant</th>
<th>Proposed Event/Date</th>
<th>Funding Requests</th>
<th>Cultural Development &amp; Programming</th>
<th>Tourism Programming</th>
<th>Unfunded Balance</th>
<th>Percent of Request Funded</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Launch: Community Through Skateboarding</strong></td>
<td>Launch: Community Through Skateboarding</td>
<td>5,000.00</td>
<td>4,725.00</td>
<td>-</td>
<td>275.00</td>
<td>95%</td>
</tr>
<tr>
<td>Location: Launch's Indoor Skatepark &amp; Makerspace</td>
<td>Dates: Jan 18, Feb 22, Mar 21, Apr 18, May 16, Jun 20</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Jul 18, Aug 15, Sept 19, Oct 17, Nov 21, Dec 19, 2020</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Lincoln Center Support League</strong></td>
<td>Lincoln Center Support League</td>
<td>5,000.00</td>
<td>4,725.00</td>
<td>-</td>
<td>275.00</td>
<td>95%</td>
</tr>
<tr>
<td>Location: Outdoor Lawn of The Lincoln Center</td>
<td>Children's Summer Concert Series</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Dates: June 10, 17, 25; July 8, 15, 2020</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Northern Colorado Equality</strong></td>
<td>Northern Colorado Equality</td>
<td>2,000.00</td>
<td>1,785.00</td>
<td>215.00</td>
<td>215.00</td>
<td>89%</td>
</tr>
<tr>
<td>Location: Civic Center Park</td>
<td>NOCO Pride Fest</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Dates: Mid-July 2020</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Northern Colorado Intertribal Pow-wow Association</strong></td>
<td>Northern Colorado Intertribal Pow-wow Association</td>
<td>5,000.00</td>
<td>4,725.00</td>
<td>-</td>
<td>275.00</td>
<td>95%</td>
</tr>
<tr>
<td>Location: Northside Azlan Community Center</td>
<td>NCIPA 28th Annual Spring Powwow and Indian Art Market</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Dates: May 2-3, 2020</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Off the Hook Arts</strong></td>
<td>Off the Hook Arts</td>
<td>5,000.00</td>
<td>4,725.00</td>
<td>-</td>
<td>275.00</td>
<td>95%</td>
</tr>
<tr>
<td>Location: The Fort Collins Museum of Discovery,</td>
<td>WinterFest 2021</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carnegie Center for Creativity, and others</td>
<td>Dates: January 31 - February 08, 2021</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Opera Fort Collins Guild</strong></td>
<td>Opera Fort Collins Guild</td>
<td>3,500.00</td>
<td>3,124.00</td>
<td>376.00</td>
<td>376.00</td>
<td>89%</td>
</tr>
<tr>
<td>Location: The gardens of Gary &amp; Carol Ann Hixon, Avogadro’s Number</td>
<td>Opera Appreciation, 2020-21</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Dates: Aug 6, 2020, March 2020-February 2021</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Poudre Landmarks Foundation, Inc.</strong></td>
<td>Poudre Landmarks Foundation, Inc.</td>
<td>3,750.00</td>
<td>3,347.00</td>
<td>403.00</td>
<td>403.00</td>
<td>89%</td>
</tr>
<tr>
<td>Location: 1879 Avery House and lawn</td>
<td>Avery House Old-Fashion 4th of July</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Dates: July 4, 2020</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Poudre RiverFest</strong></td>
<td>Poudre RiverFest</td>
<td>3,750.00</td>
<td>3,347.00</td>
<td>403.00</td>
<td>403.00</td>
<td>89%</td>
</tr>
<tr>
<td>Location: Oxbow Site across from New Belgium Brewery</td>
<td>2020 Poudre RiverFest</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Dates: May 30, 2020</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Six Degrees Dance Collaborative (D.B.A. LuneAseas) with Zabiti</strong></td>
<td>Six Degrees Dance Collaborative (D.B.A. LuneAseas with Zabiti: A celebration of Fort Collins</td>
<td>5,000.00</td>
<td>4,200.00</td>
<td>-</td>
<td>800.00</td>
<td>84%</td>
</tr>
<tr>
<td>Location: Fossil Ridge Park or Oak Street Plaza</td>
<td>LuneAseas with Zabiti: A celebration of Fort Collins</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Dates: July 17 or 18, 2020</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Sustain Music &amp; Nature</strong></td>
<td>Sustain Music &amp; Nature</td>
<td>5,000.00</td>
<td>3,937.00</td>
<td>1,063.00</td>
<td>1,063.00</td>
<td>79%</td>
</tr>
<tr>
<td>Location: Fort Collins Natural Area within GMA, The Armory or similar venue</td>
<td>Celebrating Music and Public Lands</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Dates: Late Summer 2020 or Fall 2020</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Sustainable Living Association</strong></td>
<td>Sustainable Living Association</td>
<td>5,000.00</td>
<td>4,200.00</td>
<td>800.00</td>
<td>800.00</td>
<td>84%</td>
</tr>
<tr>
<td>Location: Civic Center Park</td>
<td>10th Annual Earth Day Fort Collins</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Dates: April 18, 2020</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Totals**  

<table>
<thead>
<tr>
<th>Total Funding Requests</th>
<th>Unfunded Balance</th>
<th>Percent of Request Funded</th>
</tr>
</thead>
<tbody>
<tr>
<td>98,250.00</td>
<td>27,969.00</td>
<td>90%</td>
</tr>
</tbody>
</table>

Scores are based on application materials and Fort Fund's “Criteria for Funding.”
AGENDA ITEM SUMMARY
City Council

February 18, 2020

STAFF

Judge Kathleen M. Lane, Chief Judge
Jenny Lopez Filkins, Legal

SUBJECT

Resolution 2020-022  Reappointing Lisa D. Hamilton-Fieldman as Temporary Judge and Authorizing the Execution of an Employment Agreement.

EXECUTIVE SUMMARY

The purpose of this item is to reappoint Lisa D. Hamilton-Fieldman as a temporary judge to continue to hear civil cases that may be filed in Fort Collins Municipal Court. The City Charter provides for the appointment of temporary judges to serve as City Council determines is necessary. Judge Hamilton-Fieldman was originally appointed in this capacity by Council in 2018. She has since handled a complex civil case filed in Fort Collins Municipal Court by citizens. Based on her work in that case and the continuing need to be able to appoint a temporary judge who has experience with civil cases such as that one, Chief Judge Kathleen M. Lane recommends that Judge Hamilton-Fieldman be reappointed. Judge Hamilton-Fieldman’s new term will be for another two years and she will continue to handle such cases as assigned by the Chief Judge.

STAFF RECOMMENDATION

Staff recommends adoption of the Resolution.

BACKGROUND / DISCUSSION

This Resolution reappoints Lisa D. Hamilton-Fieldman as temporary judge for Fort Collins Municipal Court and authorizes the Mayor to execute a new employment agreement with her. As required by the City Charter, Judge Hamilton-Fieldman is an attorney who is both reputable and qualified to serve as temporary judge for Fort Collins for the purpose of hearing civil cases filed in Municipal Court.

The need for such an appointment has been clear since 2017 when the first civil case was filed in Municipal Court. Due to the current caseload and potential conflicts, it is not possible for the Chief Judge or the Assistant Municipal Judge(s) to effectively handle such civil cases. Consequently, in 2018 the Court accepted applications, interviewed, and eventually chose two attorneys to recommend to Council. On March 6, 2018, Lisa D. Hamilton-Fieldman and David Ayraud were both appointed by Council as temporary judges for the purpose of hearing civil cases. Since then, Judge Hamilton-Fieldman has expertly handled a complex and lengthy civil case assigned to her by Judge Lane. Due to conflicts related to Mr. Ayraud’s work with the County Attorney’s Office, however, he was only appointed for a brief time on one case. Mr. Ayraud and Judge Lane have agreed to not request that he be reappointed due to those conflict issues. At this time, Judge Lane believes that one temporary judge will be sufficient.

Judge Lane has reviewed public records related to Judge Hamilton-Fieldman’s status and reputation and has confirmed her good standing as an attorney in Colorado as well as her reputation and qualifications. Judge Hamilton-Fieldman has been a licensed attorney for over 30 years, serving in a variety of judicial roles. She currently specializes in alternative dispute resolution with her firm called Ad Hoc: Comprehensive Special
Master Services. With that firm, she has been working with the Office of Special Masters, U.S. Court of Federal Claims.

The new employment agreement is similar to the agreement used for Judge Hamilton-Fieldman’s prior two-year term except that a provision regarding proprietary rights is not included in the new agreement. Judge Hamilton-Fieldman requested the change and Judge Lane believes the proprietary rights provision is unnecessary considering the limited scope of the work.

This Resolution reappoints Judge Hamilton-Fieldman for a two-year term, beginning March 15, 2020, and authorizes the execution of a new employment agreement for that service.

CITY FINANCIAL IMPACTS

The proposed rate of pay continues to be $100 per hour. This is consistent with the amount paid by some other Municipal Courts for their Assistant or Temporary Judges, particularly those which handle more complex matters. It is higher than the $75 per hour rate currently paid to our Assistant Municipal Judges due to that complexity. Judge Hamilton-Fieldman will continue to serve on a very occasional basis, when civil cases are filed or procedures related to such cases are reviewed. The expense for the services of the Temporary Judge, though unbudgeted for 2020, will be covered by the current Municipal Court budget unless future appropriation requests are made and approved by Council.
RESOLUTION 2020-022
OF THE COUNCIL OF THE CITY OF FORT COLLINS
REAPPOINTING LISA D. HAMILTON-FIELDMAN AS TEMPORARY JUDGE AND
AUTHORIZING THE EXECUTION OF AN EMPLOYMENT AGREEMENT

WHEREAS, Article VII, Section 1 of the City Charter and City Code Section 2-493 allow the City Council to designate one or more reputable and qualified attorneys to serve as temporary judge(s) in addition to the Chief Judge and Assistant Municipal Judge(s); and

WHEREAS, the City Council recognizes the need for temporary judge(s) to be appointed for the specific purpose of handling civil cases filed in Municipal Court; and

WHEREAS, on March 6, 2018, the City Council appointed Lisa D. Hamilton-Fieldman to serve as a temporary judge for the purpose of handling such cases for a term ending March 14, 2020; and

WHEREAS, the Chief Judge has recommended that the Council reappoint Lisa D. Hamilton-Fieldman as a reputable qualified attorney suitable for the role of temporary judge; and

WHEREAS, the City Council recognizes that Lisa D. Hamilton-Fieldman is a reputable and qualified attorney; and

WHEREAS, the City Council wishes to appoint Lisa D. Hamilton-Fieldman to serve in such capacity under the supervision of the Chief Judge.

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

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

Section 2. That Lisa D. Hamilton-Fieldman is hereby appointed Temporary Judge, for a term beginning March 15, 2020, and ending March 14, 2022, to serve as a temporary judge for the City for civil cases filed in Municipal Court as assigned by the Chief Judge.

Section 3. That the compensation to be paid by the City to Ms. Hamilton-Fieldman for serving in this capacity shall be at the rate of One Hundred Dollars ($100) per hour.

Section 4. That the Mayor is hereby authorized to enter into an employment agreement in a form consistent with Exhibit “A” attached hereto and incorporated herein by this reference, for the period of March 15, 2020, and ending March 14, 2022, between the City and Lisa D. Hamilton-Fieldman to effectuate the purposes of this Resolution.
Passed and adopted at a regular meeting of the Council of the City of Fort Collins this 18th day of February, A.D. 2020.

_________________________________
Mayor

ATTEST:

______________________________
City Clerk
EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of March, 2020, by and between the City of Fort Collins, hereinafter referred to as the “City,” and Lisa D. Hamilton-Fieldman, hereinafter referred to as the “Employee,” pursuant to these terms and conditions:

WHEREAS, the City wishes to employ the services of the Employee as Temporary Judge and the Employee wishes to provide his/her services to the City in that capacity; and

WHEREAS, pursuant to Resolution 2020-____, the City Council has approved of the appointment of Lisa D. Hamilton-Fieldman as Temporary Judge and has authorized the Mayor to enter into an Employment Agreement; and

WHEREAS, the City and the Employee desire to provide for certain procedures, benefits, and requirements regarding the employment of the Employee by the City.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained, the City and the Employee do hereby agree to the following:

1. Scope of Services

The City agrees to employ the Employee as Temporary Judge and the Employee agrees to perform all functions and duties as specified in the job description attached hereto as Exhibit “A” and incorporated herein by reference, and to perform such other duties as might be assigned.

2. Compensation

The Employee shall be compensated at the regular rate of One Hundred Dollars ($100.00) per hour, less deductions and withholdings required by law, or authorized by Personnel Policies and Procedures, or authorized by the Employee. The Court Administrator, in coordination with the Employee, shall maintain and submit to the City a time sheet showing all hours worked prior to any payment therefor. All payments shall be made within thirty (30) days of receipt of said time sheet. This position shall be considered exempt for the purposes of the Fair Labor Standards Act and applicable state laws; accordingly, the Employee shall not be eligible for overtime pay.

3. Term of Employment

(a) The term of this Agreement shall be from March 15, 2020, to and including March 14, 2022. Nothing contained in this Agreement shall preclude renegotiation of this Agreement prior to the expiration of its term.

(b) It is understood and agreed to by the Employee that upon termination of this Agreement, either under this paragraph or under the provisions of Paragraph 4 hereof, the Employee
shall not be entitled to any amount of additional compensation, as severance pay or otherwise, other than as provided in Paragraphs 2 and 6 of this Agreement.

4. Early Termination

(a) Either party may terminate this Agreement at any time with or without cause prior to the expiration of the term hereof by providing written notice of termination to the other party at least fifteen (15) calendar days prior to the date of early termination. The City may, at its discretion, provide the Employee with fifteen (15) calendar days’ compensation at his/her regular rate in lieu of such notice. Such notice shall be deemed effective upon personal delivery or as of the date of deposit into the United States mail, postage prepaid, addressed as follows:

TO THE EMPLOYEE:
Lisa D. Hamilton-Fieldman
last known address on file with the Human Resources Department

TO THE CITY:
Fort Collins Municipal Court
Chief Judge Kathleen M. Lane
P.O. Box 580
Fort Collins, CO 80522

(b) The City has appropriated funds in the current fiscal year to meet the obligations of this Agreement through the current fiscal year. This Agreement shall terminate at the end of the City’s current fiscal year if the City does not, prior to the end of the current fiscal year, appropriate funds for the subsequent fiscal year with which to meet its obligation under this Agreement in the subsequent fiscal year. The parties acknowledge that the City has made no promise to continue to appropriate funds beyond the current fiscal year.

5. Insurance Coverage; Vacation, Holiday and Sick Leave

The Employee shall not be entitled to the medical insurance plans, dental insurance plans, vision plan, life and accidental death and dismemberment insurance plans, long term disability plan, an Employee Assistance Program, retirement or deferred compensation plans, or any other group insurance plan or other benefits that may be offered to some other City employees. The Employee shall not be entitled to paid vacation time, paid holiday time, paid sick leave, paid short-term disability leave, or any other sort of paid leave as may be available to some other City employees.

6. Applicability of Personnel Policies

(a) The Employee hereby acknowledges receipt of the City’s Personnel Policies and Procedures and agrees that he/she shall comply with and be bound by all provisions that apply to contractual employees. The Employee acknowledges that the City may in its sole discretion amend, modify, supplement, rescind or otherwise change any and all policies and procedures in the Personnel Policies and Procedures at any time.
(b) Although the City’s Personnel Policies and Procedures contains examples of types of disciplinary action including dismissal and examples of misconduct, it is understood and agreed by the Employee that the City is not required to take any disciplinary action whatsoever or follow any sort of disciplinary procedures prior to terminating this Agreement pursuant to paragraphs 3 and 4 above. In the event the City, in its sole discretion, decides to undertake disciplinary action, the City may discontinue such action at any time and at no time waives its right to terminate this Agreement pursuant to paragraphs 3 and 4 above.

(c) In the event that any applicable personnel policies set forth in the City’s Personnel Policies and Procedures are inconsistent or conflict with the terms of this Agreement, then the terms of this Agreement shall be controlling.

7. **Entire Agreement**

This Agreement constitutes the entire agreement between the parties concerning the rights granted herein and the obligations assumed herein. Any oral representation or oral modification concerning this Agreement shall be of no force or effect. Although the personnel policies set forth in the City’s Personnel Policies and Procedures may be amended, modified, supplemented or rescinded at any time at the sole discretion of the City, the terms of this Agreement can be modified only by a writing signed by the parties hereto. It is further understood and agreed by the Employee that no representation, promise or other agreement not expressly contained herein has been made to induce the execution of this Agreement, and that the terms of this Agreement are contractual and not merely recitals.

8. **Enforcement of Agreement; Attorneys' Fees and Costs**

If any action is brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which it or s/he is entitled.

9. **Severability**

Should any provision, part or term of this Agreement be declared or determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, then the legality, validity and enforceability of the remaining parts, terms and provisions should not be affected thereby and said illegal, invalid or unenforceable part, provision or term shall be deemed not to be part of this Agreement.

10. **Binding Effect**

This Agreement shall be binding upon the parties hereto and the heirs, successors and assigns of each respectively. The City and the Employee freely and voluntarily enter into this Agreement and have executed this Agreement having first read the same and intending to be bound.
CITY OF FORT COLLINS, COLORADO
a municipal corporation

By: __________________________
    Wade Troxell, Mayor

EMPLOYEE:

______________________________
Lisa D. Hamilton-Fieldman, Esq.

ATTEST:

By: __________________________
    City Clerk
Name: ________________________

APPROVED AS TO FORM:

By: __________________________
    Assistant City Attorney
Name: ________________________

APPROVED:

______________________________
By: __________________________
    Human Resources Director
Name: ________________________

APPROVED:

By: __________________________
    Chief Judge Kathleen M. Lane
EXHIBIT A

JOB DESCRIPTION FOR THE TEMPORARY JUDGE

The Temporary Judge shall perform all necessary and appropriate judicial duties relating to civil cases filed in Fort Collins Municipal Court when assigned to such cases or assigned to review procedures or perform other related tasks by the Chief Judge. The Temporary Judge shall handle such cases in accordance with all applicable laws and procedures. The Temporary Judge shall be supervised by the Chief Judge.
AGENDA ITEM SUMMARY
City Council
February 18, 2020

STAFF
Elizabeth Blythe, Senior Public Engagement Coordinator
Delynn Coldiron, City Clerk
Ingrid Decker, Legal

SUBJECT
Resolution 2020-023 Ratifying the Reappointment of Fred Colby and Joe Wise and the Appointment of Jeremy Rose to the Poudre River Library District Board of Trustees.

EXECUTIVE SUMMARY
The purpose of this item is to make appointments to the Poudre River Library District Board of Trustees. Fred Colby and Joe Wise will be reappointed to a second term, Jeremy Rose will be appointed to a first term.

STAFF RECOMMENDATION
Staff recommends adoption of the Resolution.

BACKGROUND / DISCUSSION
In November 2006, voters approved the formation of the Fort Collins Regional Library District. The name was changed to the Poudre River Public Library District in February 2009. The City Council and County Commissioners established the initial seven-member Board of Trustees for the District.

The intergovernmental agreement between the City, County and District sets out the process for appointing Trustees. It provides that a committee comprised of two members of Council and two Commissioners will recommend a candidate for appointment who must be ratified by a two-thirds majority of both the full Council and the Commissioners.

The Committee, comprised of Mayor Pro Tem Kristin Stephens and Councilmember Julie Pignataro and Larimer County Commissioners John Kefalas and Steve Johnson, agree to reappoint Fred Colby and Joe Wise. Jeremy Rose was interviewed by the committee on December 12, 2019, and was selected as a backup choice. He is being appointed to complete the term of Valerie Arnold, who passed away recently.
RESOLUTION 2020-023
OF THE COUNCIL OF THE CITY OF FORT COLLINS
RATIFYING THE REAPPOINTMENT OF FRED COLBY AND JOE WISE
AND THE APPOINTMENT OF JEREMY ROSE TO THE POUDRE
RIVER LIBRARY DISTRICT BOARD OF TRUSTEES

WHEREAS, on November 7, 2006, the voters approved a citizen initiative to establish
and fund the Fort Collins Regional Library District, now called the Poudre River Public Library
District (the “Library District”), pursuant to Sections 24-90-101 to 606 of the Colorado Revised
Statutes (the “Library Law”); and

WHEREAS, the Library District is governed by a board of seven trustees appointed by
the City Council and Larimer County Commissioners; and

WHEREAS, pursuant to the Library Law, the City Council and Larimer County
Commissioners have each appointed two of their members to a committee (the “Committee”) to
fill open seats on the board of trustees of the Library District; and

WHEREAS, pursuant to the Bylaws of the Library District Board of Trustees, a trustee
may serve no more than two consecutive four-year terms, which are staggered so that typically
one or two trustees are appointed or reappointed every year; and

WHEREAS, Fred Colby and Joe Wise were appointed to the Board on March 1, 2016
and wish to be reappointed; and

WHEREAS, Trustee Valerie Arnold recently passed away leaving a vacancy on the
Board; and

WHEREAS, on December 12, 2019, the Committee met and decided to name Jeremy
Rose as the backup candidate and now wish to appoint him as replacement for Valerie Arnold; and

WHEREAS, Section 24-90-108(2)(c) of the Library Law requires that the Committee’s
trustee appointments be ratified by a two-thirds majority vote of the legislative body of each
governmental unit participating in the District.

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

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

Section 2. That pursuant to the requirements of the Colorado Library Law, the City
Council, by a two-thirds majority vote of its members, hereby ratifies the Committee’s
appointment of Fred Colby and Joe Wise to the Board of Trustees of the Poudre River Public
Library District, each for a four-year term to expire on February 29, 2024, provided, however, that such action is contingent upon the Larimer County Commissioners taking similar action.

   Section 3. That pursuant to the requirements of the Colorado Library Law, the City Council, by a two-thirds majority vote of its members, hereby ratifies the Committee’s appointment of Jeremy Rose to the Board of Trustees of the Poudre River Public Library District to complete the two-year term to expire on February 28, 2021, provided, however, that such action is contingent upon the Larimer County Commissioners taking similar action.

   Passed and adopted at a regular meeting of the Council of the City of Fort Collins this 18th day of February, A.D. 2020.

___________________________________________

   Mayor

ATTEST:

___________________________________________

   City Clerk
AGENDA ITEM SUMMARY
City Council
February 18, 2020

STAFF

Elizabeth Blythe, Senior Public Engagement Coordinator
Delynn Coldiron, City Clerk
Carrie M. Daggett, Legal

SUBJECT

Resolution 2020-024 Making Appointments to Various Boards and Commissions of the City of Fort Collins.

EXECUTIVE SUMMARY

The purpose of this item is to appoint individuals to fill vacancies on various boards and commissions that exist due to the expiration of terms of certain members and the resignation of previous board members.

STAFF RECOMMENDATION

Staff recommends adoption of the Resolution.

BACKGROUND / DISCUSSION

This Resolution appoints 13 individuals to fill vacancies left from previous board members. These appointments will begin immediately with terms to expire December 31, 2020 (one-year terms per City Council discussion at the December 10, 2019 work session). This is the second step toward filling positions on the boards that were put on hold as the Reimaging Boards and Commissions initiative work began.
WHEREAS, vacancies currently exist on various boards and commissions of the City due to resignations by board members, and the expiration of terms of certain members; and

WHEREAS, the City Council desires to make appointments to fill a portion of the vacancies that currently exist on the various boards, commissions and authorities.

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

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

Section 2. That the following named persons are hereby appointed to fill expired terms or vacancies on the boards and commissions hereinafter indicated, with terms to begin immediately and to expire as set forth after each name:

**Affordable Housing Board**

- Bob Pawlikowski
  - Expiration of Term: December 31, 2020
- Tatiana Zenter
  - Expiration of Term: December 31, 2020

**Economic Advisory Commission**

- Cole Langford
  - Expiration of Term: December 31, 2020

**Energy Board**

- Susan McFaddin
  - Expiration of Term: December 31, 2020
- Stephen Tenbrink
  - Expiration of Term: December 31, 2020
- Margaret Moore
  - Expiration of Term: December 31, 2020
Cultural Resources Board

Aquiles Quiroga
December 31, 2020

Zackery Klassen
December 31, 2020

Natural Resources Advisory Board

Hillary Mizia
December 31, 2020

Parks and Recreation Board

Ken Christensen
December 31, 2020

Transportation Board

Mathew Liberati
December 31, 2020

Women’s Commission

Emily Amedee
December 31, 2020

Lesly Caldwell
December 31, 2020

Passed and adopted at a regular meeting of the Council of the City of Fort Collins this 18th day of February, A.D. 2020.

_________________________________
Mayor

ATTEST:

_________________________________
City Clerk
Historic Resources Survey Update

Sherry Albertson-Clark, Historic Preservation Planner

February 18, 2020

Attachment: Staff rpt-Historic Preservation.pdf (8769 : Staff Report: Historic Resources Survey Update)
Strategic Alignment

City Plan
Principle LIV 10
Recognize, protect and enhance historic resources

City Strategic Plan
Neighborhood Livability & Social Health -1.7

2019/2020 Budget
BFO funded 2-year contractual survey position
Evaluate potential for landmark eligibility based on building’s age and:

- History
- Architecture
- Integrity
Survey types:
• Windshield
• Reconnaissance
• Architectural
• Intensive

632 properties surveyed
June – December 2019
Properties Over 50 Years

12,000 buildings

- Surveyed
- Over 50

By end of 2020, on track to survey 2,000
How we use survey information:

• **Staff**: development review applications, building permits

• **Applicant**: site layout, architectural design, alterations

• **Property owner**: research, building permits, voluntary designation
Surveys provide updated, accurate information that …
• Reduces delays and costs
• Increases confidence in process
• Minimizes likelihood of appeals
• Eliminates surprises
• Fulfills federal obligation

Nichol Bldg.
Next Steps:
• Survey Priorities
• Grant Funding
• Map & Database (GIS)
MEMORANDUM

Date: February 18, 2020

To: Mayor and Councilmembers

Thru: Darin Atteberry, City Manager
      Jeff Mihelich, Deputy City Manager
      Caryn Champine, Planning, Development & Transportation Director
      Tom Leeson, Community Development & Neighborhood Services Director
      Karen McWilliams, Historic Preservation Manager

From: Sherry Albertson-Clark

Re: South College Avenue Corridor Historic Survey Report

Introduction

During the 2019/2020 BFO process, an offer was funded for two years to hire a contractual Historic Resource Survey Planner to survey properties over 50 years of age, and to pursue grant opportunities to support additional survey work.

Project Details

The first project completed using this funding is the South College Avenue Corridor Historic Survey. The area surveyed is between Mulberry Street and Horsetooth Road. A total of 194 properties were surveyed. Of these, 144 properties were determined not eligible for landmark designation, and no further survey of these properties will be needed. Of the 50 that were determined eligible, four are eligible for nomination to the National Register of Historic Places and another 19 are eligible for individual local landmark designation. The remaining eligible properties, primarily residences along College Avenue between Rutgers Avenue and Drake Road, would qualify as contributing structures should a historic district be formed to include these properties.

Attached is a copy of the Survey Report. The report will be posted on the City’s Historic Preservation webpage. Owners of properties for which reconnaissance or architectural surveys were completed will receive a copy of their property’s form, along with information on financial programs supporting historic preservation and environmental sustainability.
South College Avenue Corridor
Historic Survey Report
Mulberry to Horsetooth

DRAFT

February 2020
# TABLE OF CONTENTS

Executive Summary ....................................................................................................................................... 3

Introduction .................................................................................................................................................. 4

Methodology................................................................................................................................... 4

Scope of Work ........................................................................................................................................ 4

Preliminary Research and Field Work ........................................................................................ 4

Historical Research ............................................................................................................................. 6

Survey Types ........................................................................................................................................ 6

Preparation of Forms and Report ........................................................................................................ 7

Eligibility Criteria ................................................................................................................................... 7

Building Types ...................................................................................................................................... 8

Architectural Styles ............................................................................................................................... 8

Historic Context ................................................................................................................................ 12

University Area ...................................................................................................................................... 13

Mid-Town Area ..................................................................................................................................... 13

Foothills Mall Area ............................................................................................................................... 15

Results & Recommendations ............................................................................................................... 16

Survey Results ......................................................................................................................................... 16

National and State Register Eligible ................................................................................................. 18

Local Landmark Eligible ....................................................................................................................... 20

Historic District Potential & Future Surveys ...................................................................................... 21

Survey Log .......................................................................................................................................... 24

Maps

Map 1: South College Avenue Survey Boundaries & Laurel School Historic District .............. 5

Map 2: South College Avenue Survey Context Areas ...................................................................... 12
Map 3: South College Avenue Survey Potential Laurel School District Expansion Areas .......... 22

Tables
     Table 1: Summary of Survey Types by Block ............................................................................ 17
     Table 2: Local Landmark Eligible Properties ............................................................................ 21
Appendix A ..................................................................................................................................... 25
     Bibliography ................................................................................................................................ 25
Appendix B ..................................................................................................................................... 28
     Sample Reconnaissance Form
     Sample Architectural Form

Cover Photo: 1636 S. College Avenue by Sherry Albertson-Clark
EXECUTIVE SUMMARY

During the 2019/2020 Budgeting for Outcomes process, the City Council approved funding for a full-time contractual Survey Planner position for two years. The South College Avenue Corridor Historic Survey was the first project completed using this funding and was selected due to the interest in redevelopment in the area and the lack of available information on the properties. The survey was conducted during the second half of 2019 and surveyed 194 properties located on the College Avenue frontage in the three-mile area between Mulberry Street and Horsetooth Road. Properties were surveyed using three different types of survey:

- Windshield - 114
- Reconnaissance - 53
- Architectural - 17

Ten properties in the corridor are already designated Local Landmarks.

A fourth type of survey, intensive surveys, are more detailed and most often done as a result of a development review application. These surveys are typically completed by a consultant and paid for by the applicant.

Detailed results of the study are summarized on a series of spreadsheets that serve as the Survey Log. These results show:

- 150 properties are not eligible for landmark designation
- Four properties are eligible for National and State Register designation
- 19 properties are eligible for Local Landmark designation
- Potential areas for expansion of the Laurel School Historic District were identified
- Two potential areas for historic districts (1600 Block of S. College Avenue and University Heights) were identified

The survey report will be posted on the City’s Historic Preservation web page.
INTRODUCTION

The South College Avenue Corridor between Mulberry Street and Horsetooth Road represents several different eras and types of development that occurred in Fort Collins over the period between 1900 and the present. The corridor includes buildings from the Victorian Age at the north end of the corridor, to modern buildings near the south end, with a significant amount of mid-century construction in between. It is a three-mile long corridor that encompasses 30 city blocks and forms the eastern boundary of the campus of Colorado State University. It includes much of the “commercial strip” development in Fort Collins that occurred post-WWII. A total of 194 buildings and structures were identified, documented and evaluated in accordance with federal standards for potential eligibility as historic landmarks, or as contributing structures to historic districts if there is historic district potential. In addition to evaluations of individual properties, evaluations were done for potential new historic districts or expansions of existing historic districts. This report summarizes the work completed for this survey, as well as how the information gathered during the survey will be used in the future.

METHODOLOGY

Scope of Work

The scope of work for the South College Avenue Corridor survey was to identify, document and evaluate all properties within the corridor to determine what historic resources exist and to identify their potential eligibility for landmark designation. In addition to the many resources that are not historic, the survey identified those key resources in need of more intensive levels of survey, as well as those areas where historic district potential may exist. Since there is little undeveloped land left in the corridor and given its predominantly commercial nature, it is an area under redevelopment pressure. As a result, it was the first area to be surveyed using the additional historic resource survey position that is funded by City Council for the next two years.

Assessing landmark eligibility as well as historic district potential now will provide information to owners on their property’s significance and the benefits of preservation and related financial incentives, should they be interested in pursuing landmark designation. Property owners, neighbors and developers can be engaged early in the process to promote the preservation and incorporation of locally eligible landmarks in redevelopment proposals as supported by the City’s Land Use and Municipal Codes. This will give developers useful survey information in the earliest phases of planning, leading to better preservation outcomes for historic resources in the corridor and it will allow staff to be proactive in responding to future redevelopment proposals in the corridor.

Preliminary Research and Field Work

Overall mapping of the corridor, including building construction date, building footprints, property address and parcel numbers was provided by the City’s GIS staff. GIS mapping was used to enter data on the Survey Log spreadsheets prior to conducting field work. This mapping included parcel numbers, construction date(s) and addresses as supplied from the Larimer County Assessor’s data base.

The corridor includes properties that front (address) on College Avenue, between Mulberry Street and Horsetooth Road. A total of 194 properties were surveyed, which included several properties that are
not addressed on College Avenue. Where a single building “wraps” from College Avenue to an adjacent cross street and includes addresses that are not on College Avenue, the entire building was included in the survey. If a building has a side wall on College Avenue, but is addressed on the adjacent street, it was also included in the survey. The map below shows the survey area boundary, as well as the Laurel School Historic District, a National Register District.

South College Avenue Survey
Boundaries & Laurel School Historic District

All field work was conducted in the summer and fall of 2019 by the Survey Planner. Other staff of the Historic Preservation Office assisted with preparation of form templates, data collection, discussion and evaluation on individual properties, and with development of the commercial architectural styles used in this survey. Support from the staff of the Local History Archive at the Discovery Museum was also vital, particularly in the area of the Larimer County Tax Assessor “dead file” property cards, which
typically have photos and property data from 1948, 1969 and 1978 on properties. Addresses were confirmed in the field with those provided on the GIS maps. For all properties, photographs were taken to document the current condition of the principal buildings, as well as any accessory structures such as garages and sheds. Photos of buildings and structures were taken from the public right-of-way (sidewalk and street) along South College Avenue. Where alleys exist, photos were taken of the backs of the buildings and of accessory structures or buildings. When possible, all four sides were captured in photographs. Digital photos were placed in the digital address folder for each property, along with other relevant information gathered during the survey.

**Historical Research**

As a follow-up to the survey field work, historical research was conducted to develop a basic construction history and historic background for each property; to determine the date and type of alterations that were made; and whether any historical association exists with important events or activities, persons, or groups. The primary sources used for research were the online Larimer County Tax Assessor Records; Fort Collins History Connection online data base (Tax Assessor historic images, archived building permits for 1920 – 1945); the Local History Archive for Tax Assessor property cards; the City’s online permit data base (building permits from 1945 to the present); City Directories 1901 – 2008; Fort Collins Historic Preservation Office digital and hard copy files by property address; and the Colorado State University Archive for historic images. These sources provided valuable information to help determine the date(s) of construction, property ownership and occupancy, as well as historic images that may help identify the general period of additions and/or alterations. For some properties, additional sources were used, including U. S. Census data available on ancestry.com and the City of Fort Collins’ CityDocs data base.

**Survey Types**

The type of survey to use for a property was determined based on the age, nature and condition of a property being surveyed; the age, nature and condition of surrounding buildings; whether there were apparent additions and the nature of those additions (placement, materials, style of addition); and any existing knowledge about the historical background and construction history of the property. Descriptions of the different levels of surveys are:

*Windshield Survey* – This is the most basic level of survey for buildings that are either less than 50 years of age; or for buildings older than 50 years of age that have obvious newer alterations that have resulted in a loss of integrity. These alterations have significantly changed the appearance of the building. This type of survey can usually be completed in the field with an initial look at the property.

*Reconnaissance Survey* – This survey was used for buildings that are over 50 years of age that may have had some exterior alterations. These buildings don't typically have unique architecture or design. In this type of survey, there may need to be some level of follow-up research done to verify the dates of alterations and additions, and to determine if there is any historical association.

*Architectural Survey* – This type of survey was done for buildings that are over 50 years of age that are architecturally unique or significant. They may have had some exterior alterations, but still retain their integrity. These are much more detailed surveys that focus on the architecture
of the building and include at least a basic level of historical research to determine if the building also has an association with a significant event or activity, or person or group related to the community.

**Intensive Survey** – These surveys will be done only if a building has been identified during this survey as being that unique and significant building that has never been surveyed before or is identified in the field as being eligible for designation at the national and/or state landmark level. These surveys may be conducted by a consultant.

The surveys conducted for this project did not provide the in-depth level of information needed for a National Register nomination. In the “Results & Recommendations” section of this report, several properties are identified as needing an Intensive Survey done in the future, if a National Register nomination is pursued. Additional research may still be needed for Local Landmark nominations.

**Preparation of Forms and Report**

Survey forms were prepared for those properties that had either a Reconnaissance or Architectural Survey. Information on the Reconnaissance Survey form includes building address; historic/current name(s); field evaluation and general recommendations; historical information; integrity of architecture; information on roof, exterior walls, foundation, distinctive features, porches, windows; and alterations. Information on the Architectural Survey form includes identification information; geographic information; detailed architectural description; architectural history; historical association; significance; and eligibility assessment. Completed Reconnaissance and Architectural Survey forms reside in the City’s property by address files. Sample forms can be found in Appendix B.

**Eligibility Criteria**

The evaluation of buildings to determine eligibility focused on historical significance, architectural significance, and building integrity in accordance with National Park Service and Certified Local Government criteria. The assessment of these three items determines whether a building or property is considered eligible for local, state and/or national landmark designation, as well as whether it would be contributing or non-contributing to a historic district, if there is district potential in an area.

Historical significance evaluates whether the building or structure was associated with events or activities that made a significant contribution to local history; or was associated with the lives of persons or groups significant in the community’s past.

Architectural significance evaluates whether the architecture of a building or structure represents the distinctive characteristics of a type, period, or method of construction; represents the work of a master; possesses high artistic values; or represents a significant and distinguishable entity whose components may lack individual distinction.

Building or structure integrity considers seven factors:

- whether important exterior materials are retained and visible;
• if the design is substantially intact (configuration, proportions, roofline, window pattern, historic additions);
• if there is evidence of workmanship using historic construction methods (joinery, carving, turning, etc.);
• whether it is in its original location;
• if the setting has changed significantly (physical character of property and its relationship to surrounding features);
• whether the feeling of the property has changed or its original purpose and design are readily recognizable; and
• if any known associations with historic events, persons, or groups are still conveyed.

Historic districts are the concentrations of eligible historic buildings or structures that have a common architectural style, a similar construction period, or a common geography or association. They may not have the significance to be individually designated, but what they share as a group can be significant. In a district there are contributing and non-contributing buildings or structures. Contributing buildings or structures add to the historical associations, architectural qualities or archaeological values of an area and help explain why an area is significant. Non-contributing buildings or structures are those that do not relate to why an area is significant and they may not possess adequate integrity due to alterations or additions made over time.

**Building Types**

Building type refers to the form of a building and is distinct from its architectural style. It is often mistaken for style. The building types used for this survey are those found in the Field Guide to Colorado’s Historic Architecture & Engineering by the Office of Archaeology and Historic Preservation (OAHP) of History Colorado. Building types varied throughout the survey and included forms such as Bungalow, Foursquare, Oblong Box Gas Station, and 20th Century Commercial. In some instances, building type and architectural style may be the same, as is the case with the Ranch style and building type.

**Architectural Styles**

A wide variety of architectural styles were discovered during this survey: from Victorian architecture at the north end of the corridor; Craftsman and Mediterranean Revival mid-corridor; to Usonian, International and Strip Commercial at the southern portions of the corridor. The architectural styles used to classify the architecture of residential properties are those identified in the Field Guide. While the field guide provides some styles applicable to commercial properties, a series of commercial styles, particularly for mid-century and modern buildings were developed to use in this survey and other future surveys that include commercial buildings of the mid-century era and newer. Some of these architectural styles were not found in the South College Avenue Corridor.

The architectural elements for each commercial style below are not intended to be a comprehensive list, but they include the key elements expected to assist in determining a commercial building’s

---

architectural style. The Commercial Modern style is noted with an * and is specifically referenced in and credited to the study titled “Commercial Modernism in the Greater West Littleton Boulevard Corridor 1950 - 1980” by Michael Paglia & Diane Wray Tomasso for the City of Lakewood.²

**Brutalist:**
- Horizontal orientation, with secondary verticals
- Overscale, “big” buildings
- Deeply recessed windows
- Vertical windows
- No eaves
- Cast in place concrete or aggregate
- Flat roof

**Commercial Modern***:
- Horizontal orientation
- Prominent front façade
- Large areas of glazing
- Little ornamentation
- No eaves, or boxed overhanging eaves
- Flat or shed roof

**Contemporary:**
- Use of free-flowing and curved lines
- Rounded shapes
- Stone, brick, wood, glass, metal
- Multiple windows for natural light
- Energy efficient, sustainable materials

**International:**
- Horizontally oriented
- Smooth, untextured materials; industrial materials like concrete or aluminum
- Cantilevers
- Bands of windows
- Flat roof

² Paglia, Michael & Tomasso, Diane Wray, Commercial Modernism in the Greater West Little Boulevard Corridor 1950 – 1980, (June 2018)
Late 19th Century/Early 20th Century:
- Single or several stories
- Flat or slightly pitched roofs
- Brick, decorative brick
- Parapets
- Buildings of single storefront, double storefronts, corner or diagonal storefronts, or commercial block covering a larger area with multiple entrances

Late Modern:
- Horizontal orientation
- Ribbon windows, belt courses
- Large areas without windows
- Industrial materials like concrete and aluminum
- Hooded or deep-set windows
- No eaves, or boxed eaves
- Flat or shed roof

Moderne:
- Horizontal orientation
- Flat or barrel roofs
- Smooth exteriors
- Streamlined, rounded corners
- Linear building elements
- Lacks ornamentation

New Formalist:
- Vertical orientation
- Sunscreens or shade walls, metal spandrels to vertically link windows
- Recessed windows
- Vertical piers
- No eaves, or coping at top of walls
- Flat roof
- Exterior of cast stone, brick and marble

Neo-Mansard:
- Horizontal orientation
- Mansard roof as dominant feature, with cedar shingles, clay tiles, asphalt shingles or standing seam metal material
- Roof may be broken by dormers or inset balconies
- Segmental or arched roof
Shed:
- Sloped shed roofs
- Wood board siding
- Little or no overhang
- Long narrow windows or different sizes
- Windows may be angled to match roof slope

Strip Commercial:
- Linear or L-shaped building with multiple tenant spaces
- Individual storefronts with large areas of glazing
- Common sign band areas
- Flat roof

Usonian:
- Horizontal orientation
- Ribbon windows, clerestory, and corner windows
- Traditional materials like wood and stone, brick or cast concrete block laid in patterns
- Geometric ornament
- Overhanging eaves
- Cantilevers
- Flat, gabled, or sculptural roofs

The evaluation of architectural significance for this survey focused on the front or façade of a building to evaluate its eligibility; however, the other sides were taken into consideration if they were visible from the public right-of-way. Additions do not automatically rule out a building from potentially being eligible for consideration as a landmark. When evaluating the affect of additions on a building, the following are some of the factors considered:

- addition is more than 50 years old;
- is no more than 1/3 of the size of the original building;
- is “hyphenated” with a transitional element that preserves the original shape of the building;
- could be removed without loss of the original historic fabric;
- is not readily visible from the public right-of-way;
- is not a modern “pop top” addition;
- is designed to be in character with the original building; and
- is designed to be subordinate in character and fade into the background without competing with the original building

These are general guidelines to use, with the knowledge that there may be additions that don’t meet these guidelines, yet the building may still merit eligibility with all factors being considered
HISTORIC CONTEXT

There are three distinct areas in this corridor that provide an understanding of the development patterns of the area. The northern-most area (University Area) is and has been oriented toward Colorado State University in its commercial and housing offerings over the period from the early 1900s to the present. This is due to the area’s proximity to campus, where students, professors and other university employees could easily live and walk or bike to campus. The Mid-Town Area, lying between Prospect and Swallow Road, represents an area of more intense auto-related development that generally occurred between the 1950s and 1970s. The third area, referred to as the Foothills Mall area, covers the section between Swallow and Horsetooth Road. This area saw development and redevelopment primarily occur in the late 1970s to the present. The map below shows the three context areas.
**University Area**

The 11-block area of South College Avenue between Mulberry Street and Prospect Road started as a residential area of larger homes, beginning in 1901. Many of these homes were the residences of prominent citizens of the community, some of whom were affiliated with what is now known as Colorado State University. Because of the proximity of the campus, several of the larger homes later housed fraternities and sororities. The smaller homes offered student rental housing, either as apartment units or as rooms in boarding houses. Retail shops, including the Campus Shop (NW corner of Laurel and College) and the Village Shops in the 800 block of South College Avenue provided services with the college student in mind. Commercial additions were built on the fronts of several of the existing homes so that commercial ventures could occur while the original house still provided rental housing. Over time, smaller homes were razed to make way for parking lots and new commercial buildings, as traffic increased along College Avenue and the original on-street parking was removed. Businesses became more oriented toward the automobile. An example of this change was the demolition of the Unity Church at the SW corner of Mulberry and College to make way for a fast food restaurant with a drive thru. The east side of the corridor became a buffer for the residential neighborhoods to the east. Much of the area to the east is within the Laurel School Historic District, a National Register Historic District created in 1980.

In the 1960s and 1970s, some former residences were converted to commercial use, yet still retain their residential character, while other commercial uses occupy newer commercial buildings. The new mixed-use buildings at 704 – 708 and 830 S. College Avenue have commercial uses on the ground floor and upper floors of apartment units oriented toward university students. These buildings replaced earlier residential commercial buildings. The Mawson Residence near the NE corner of College Avenue and Prospect Road was incorporated into a new Taco Bell restaurant in 1993, resulting in a unique design for the restaurant, while still retaining the character of the original residence. Other buildings in the blocks between Pitken Street and Prospect Road are in commercial use, but their residential character has been retained, including several in the 1500 block that have local landmark designation.

Because of the proximity of the CSU campus to South College Avenue and plans for facility expansion, former residential properties on the west side of College Avenue, between Pitkin and Prospect Road were acquired and demolished for the construction of a new student health center at the NW corner of South College Avenue and Prospect.

The Music District was created in 2014 and includes five properties along the College Avenue Corridor between Olive Street and Laurel Street (619, 621, 633, 639 and 641 S. College). It was created by the Bohemian Foundation, a local non-profit entity, as a gathering place and workspace for the music community. Bohemian has also acquired 609 S. College Avenue (Rist-Reitzer Residence) and plans on incorporating it into the Music District.

**Mid-Town Area**

The area between Prospect and Swallow Road experienced its initial growth boom in the 1950s and 1960s. (Note: The Mid-Town Area as defined in other City documents extends from Prospect to Harmony Road. For the purposes of this survey, the Mid-Town area covers the shorter distance of Prospect to Swallow Road). As auto traffic increased, this corridor, which is U. S. Highway 287, catered to those traveling between Denver and Cheyenne and other destinations to the north or south. Until the interstate system was built, Highway 287 was the north-south route and motels, gas stations and
drive-in restaurants dominated the corridor south of Prospect Road. The area between the Arthur Ditch (north of Rutgers Avenue) and Drake Road was platted and developed as South College Heights, with streets named for colleges and universities. The land elevation increases heading south on College Avenue, peaking where Rutgers Avenue intersects with College Avenue – at the “heights”.

The developers of the South College Heights Subdivision were Mae, husband Lewis and son K. (King) Bill Tiley. The Tileys ventured into land development several years earlier, when they were selected to assist with the relocation of CSU’s horse farm, on the west side of what is now known as Lemay Avenue, opposite Poudre Valley Hospital. They partnered with Bob Everitt of Everitt Enterprises and platted the area between Stover Street and Lemay, from Elizabeth Street to Prospect Road. This area was developed as University Acres, with streets named after former CSU presidents. The Tileys’ success with this development then led them to South College Heights, which was platted in seven residential subdivisions approved between 1954 and 1960 for the area between Rutgers, Stover, Drake and College Avenue. This area is home to over 500 dwellings, many of which are ranch-style homes, built between the mid-1950s and mid-1960s. The development includes several blocks of homes along the Frontage Road of College Avenue on the east side, where Lewis and Mae Tiley’s former residence at 2500 S. College Avenue is a designated local historic landmark. The South College Heights area represents one of the largest single-family developments built during Fort Collins’ post-war residential development booms. Many of the homes along the Frontage Road have since been converted into home occupations or rental housing, as traffic and noise on College Avenue increased and livability in these homes diminished.

The Tileys also developed University Mall, the first enclosed mall in Fort Collins. The mall is on the west side of College Avenue across from South College Heights. The area from the Rutgers Avenue intersection with College Avenue to Drake Road was platted as the University Shopping Center in 1959 and a McDonald’s restaurant was constructed there the same year. The north end of this area opened in the early 1960s with a free-standing Montgomery Wards store. By 1964, the enclosed portion of the mall was built south of Wards. By 1970, the area was known as University Plaza. King Soopers was built at the south end of the mall in 1975. Eakers Department store and a movie theatre were added to the enclosed mall area. The mall was known as Century Mall for a short time, before changing to University Mall by 1982. Montgomery Wards closed in 1997 and Whole Foods opened in late 2003 in the north portion of the former Montgomery Wards building. The southern portion of Montgomery Wards and the remainder of the original mall is now occupied by several big box stores, including Petco, Office Max, Wilbur’s Total Beverage, and Big 5 Sporting Goods.

In 1971, the K-Mart store was constructed on the south portion of the University Shopping Center property. This was the first Unit Development (later known as Planned Unit Development or PUD) to be approved in Fort Collins, using the City’s Unit Development Ordinance. This ordinance allowed flexibility in building placement, minimum lot size and setbacks and became the development method of choice in Fort Collins for many years after. K-Mart was the first “big box” store in Fort Collins, which continued to be a magnet for these large, one tenant stores.

---

4 Fort Collins Building Permit Data, 1945 - Present
5 Ibid.
6 Fort Collins Unit Development Plan Ordinance #92-1978
The Fort Collins Federal Savings & Loan (now Key Bank) was built at the NE corner of College Avenue and Drake Road in 1970. Designed by local architect William “Bill” Robb, it was the second non-residential construction to take place in the South College Heights Subdivision, the other being the office building at the NE corner of Rutgers and College. The area bound by College Avenue, Drake Road, Harvard Street and Princeton Road (Tract A) was intended to be commercial in nature and with the construction of a bank at this location, the remaining land area was split into six residential lots.

**Foothills Mall Area**

The remaining stretch of the corridor between Swallow and Horsetooth Road experienced a development boom beginning in the 1970s. The Foothills Fashion Mall was developed by Everitt Enterprises in partnership with Westcor of Phoenix and construction started in 1971. Until the mall’s decline by 2005, it was the commercial hub of Northern Colorado, drawing shoppers from southern Wyoming and western Nebraska to what was the largest mall in the region. The original Foothills Fashion Mall was a fully enclosed mall, with Sears and the Denver Dry Goods Company (aka The Denver) as the original anchor tenants. An expansion added May D & F (now Macy’s) and a second expansion added J. C. Penney at the southern end of the mall. Mervyn’s filled the space previously occupied by The Denver. By 2005, Mervyn’s was gone, and J. C. Penney moved to the former Shopko site several blocks south of the mall. A small strip center was located to the north of the mall on Foothills Parkway and it often had vacant spaces. The small retail strip to the south of the mall on East Monroe Drive fared a bit better.

In 2012, a Denver-based mall development company bought the property. The redevelopment concept called for a “lifestyle center”, retaining portions of the original enclosed mall, adding perimeter retail and restaurant pad sites, a multi-screen theatre and apartments. Portions of the original enclosed mall were altered/removed and the original retail spaces to the north, west and south of the main mall were razed. This provided space for several hundred apartment units to the north and east of the property and several new retail pad sites, including Nordstrom Rack and Ross Dress for Less, to the north of the enclosed mall. On the west side of the property are several buildings that back up to College Avenue and contain retail and restaurant uses that front toward the mall. Longhorn Steakhouse anchors the South College/East Monroe intersection and the Cinemark Movie Bistro fills in the southeast corner of the site, along with several bars/restaurants in The Shops at Foothills. The Youth Activities Center, which was located at the SE corner of the original mall property, was replaced with a City recreation center that was constructed at the south end of the enclosed mall.

The original auto dealerships in Fort Collins were located downtown, on College Avenue. The Ghent Ford (now Spradley-Barr Mazda), Dellenbach Motors and Markley Motors dealerships all eventually moved south from the Downtown. As commercial development continued along College Avenue and space in the downtown became more constrained, these dealerships moved to their current locations. Ghent Ford located at the SW corner of College Avenue and Drake Road in 1966. Ed Carroll opened in 1968 as a new dealership to the area selling Volkswagens. Dellenbach Motors moved south in 1971 and Markley followed in 1972. Moving to these locations gave the dealerships room to expand. Except for

---

7 Robb, William B. Building Permit #13872 Review Plan Set for 100 E. Drake Road, 07/15/1969

8 Fort Collins Coloradoan, Foothills struggles to meet expectations five years after multi-million dollar renovation, November 27, 2019

9 Fort Collins Building Permit Data, 1945 - Present

10 Fort Collins Building Permit Data, 1945 – Present
the Ghent/Spadley-Barr location at Drake Road, the other dealerships have had significant changes to their buildings and sites over time, typically driven by corporate requirements to upgrade. The Ghent/Spadley site and the adjoining Sherwin Williams paint store are slated for a mixed-use development of residential, retail and hotel use.

RESULTS & RECOMMENDATIONS

The results of this survey will provide valuable information to owners on their property’s significance and the benefits of preservation and related financial incentives, if they are interested in pursuing landmark designation. Property owners, neighbors and developers can be engaged early in the process to promote the preservation and incorporation of locally eligible landmarks in redevelopment proposals as supported by the City’s Land Use and Municipal Codes. It will also give developers useful survey information in the earliest phases of planning, leading to better preservation outcomes for historic resources in the corridor and it will allow staff to be proactive in responding to future redevelopment proposals in the corridor.

Survey Results

A total of 194 properties were identified, documented and evaluated during this survey and of these, 144 were determined not eligible. Of all properties surveyed:

- 144 were determined not eligible
- 114 were conducted as Windshield Surveys, with only basic information recorded
- 53 were evaluated on Reconnaissance Survey forms
- 17 were evaluated as Architectural Surveys
- 10 are already designated as local landmarks (found north of Prospect Road, except for the Mae Tiley Residence at 2500 S. College Avenue)

Most of the Reconnaissance and Architectural Surveys were concentrated in several blocks. The buildings of the 500 and 600 Blocks are generally the oldest in this survey, as development continued from the downtown, southward along College Avenue. These two blocks had eight Architectural and 11 Reconnaissance Surveys done. The east side of the 1600 Block, which is on the south side of Prospect Road, had one Reconnaissance and four Architectural Surveys done on a block that has nine buildings. The 2200 and 2500 Blocks include the residential portions of South College Heights along the Frontage Road and these areas had a total of 17 Reconnaissance Surveys completed.

Table 1 on the next page summarizes the type of survey done by block, as well as the total number of properties in that block and properties that are already locally designated.

Five properties in the corridor were vacant as of the date of this report. These were International House of Pancakes (1002 S. College Avenue), Wild Boar Café (1510 S. College Avenue – Bradley Residence), Lewan building (1608 S. College Avenue), Vern’s Tile and Flooring (1618 S. College Avenue); and 2839 S.
College Avenue (formerly JoAnn Fabrics). Wild Boar, formerly located in the locally designated Bradley Residence, closed in October of 2019, while the other buildings have been vacant for much longer. The Ranch architectural style was the most common residential style in the corridor, with 22 buildings in the South College Heights frontage properties categorized in this style. The various Revivals (Mediterranean, Italian Renaissance, Spanish Colonial, Tudor, Colonial) combined for 21 residential buildings, primarily north of Prospect Road. The Commercial Modern style was found on 41 buildings throughout the corridor, while 40 were categorized as Contemporary style architecture.

### Table 1: Summary of Survey Types by Block

<table>
<thead>
<tr>
<th>Block</th>
<th>Arch</th>
<th>Recon</th>
<th>Windsh</th>
<th>Total Props in Block</th>
<th>Block</th>
<th>Arch</th>
<th>Recon</th>
<th>Windsh</th>
<th>Total Props in Block</th>
</tr>
</thead>
<tbody>
<tr>
<td>500</td>
<td>5</td>
<td>1</td>
<td>4</td>
<td>10</td>
<td>2100</td>
<td>0</td>
<td>0</td>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td>600</td>
<td>3</td>
<td>10</td>
<td>4</td>
<td>20 – 3 des*</td>
<td>2200</td>
<td>0</td>
<td>7</td>
<td>3</td>
<td>10</td>
</tr>
<tr>
<td>700</td>
<td>0</td>
<td>3</td>
<td>5</td>
<td>8</td>
<td>2300</td>
<td>0</td>
<td>2</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>800</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>6</td>
<td>2400</td>
<td>0</td>
<td>2</td>
<td>6</td>
<td>8</td>
</tr>
<tr>
<td>900</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>2 – 1 des*</td>
<td>2500</td>
<td>0</td>
<td>10</td>
<td>4</td>
<td>15 – 1 des*</td>
</tr>
<tr>
<td>1000</td>
<td>0</td>
<td>1</td>
<td>2</td>
<td>4 – 1 des*</td>
<td>2600</td>
<td>0</td>
<td>2</td>
<td>6</td>
<td>8</td>
</tr>
<tr>
<td>1100</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td>2700</td>
<td>1</td>
<td>1</td>
<td>6</td>
<td>8</td>
</tr>
<tr>
<td>1200</td>
<td>0</td>
<td>2</td>
<td>1</td>
<td>3</td>
<td>2800</td>
<td>1</td>
<td>1</td>
<td>5</td>
<td>7</td>
</tr>
<tr>
<td>1300</td>
<td>0</td>
<td>0</td>
<td>3</td>
<td>5 – 2 des*</td>
<td>2900</td>
<td>0</td>
<td>1</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>1400</td>
<td>0</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>3000</td>
<td>0</td>
<td>0</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td>1500</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>4 – 2 des*</td>
<td>3100</td>
<td>0</td>
<td>0</td>
<td>7</td>
<td>7</td>
</tr>
<tr>
<td>1600</td>
<td>4</td>
<td>1</td>
<td>4</td>
<td>9</td>
<td>3200</td>
<td>0</td>
<td>0</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>1700</td>
<td>0</td>
<td>1</td>
<td>4</td>
<td>5</td>
<td>3300</td>
<td>0</td>
<td>0</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>1800**</td>
<td>0</td>
<td>1</td>
<td>5</td>
<td>6</td>
<td>3400</td>
<td>0</td>
<td>0</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>2000**</td>
<td>0</td>
<td>1</td>
<td>6</td>
<td>7</td>
<td>3500</td>
<td>0</td>
<td>0</td>
<td>4</td>
<td>4</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Arch</th>
<th>Recon</th>
<th>Windshield</th>
</tr>
</thead>
<tbody>
<tr>
<td>100 E. Drake Road</td>
<td>101 W. Monroe Avenue</td>
<td>151 W. Lake Street</td>
</tr>
<tr>
<td></td>
<td></td>
<td>105 W. Prospect Road</td>
</tr>
<tr>
<td></td>
<td></td>
<td>120 W. Stuart Street</td>
</tr>
<tr>
<td></td>
<td></td>
<td>103 W. Harvard Street</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TOTALS</th>
<th>Architectural – 17</th>
<th>Reconnaissance – 53</th>
<th>Windshield – 114</th>
</tr>
</thead>
<tbody>
<tr>
<td>Designated – 10</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL - 194</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Designated as local landmarks

**There is no 1900 Block on S. College Avenue
Discovered during this survey is that there is no 1900 Block of South College Avenue. This may be due to the location of Spring Creek, which crosses College Avenue at approximately where the 1900 Block would otherwise be located.

National and State Register Eligible

Four buildings were determined to be eligible for the National Register of Historic Places and the Colorado State Register, based on association with persons significant in local history and for architectural significance. These are:

500 & 502 S. College Avenue – J. A. Brown’s Flats North
504 & 506 S. College Avenue – J. A. Brown’s Flats South

These duplex buildings were built for James A. Brown and the architect/builder was Edison M. Cole of Cole-Potter Construction Company. Brown was a prominent real estate developer, bank president, City Councilman, and director at the Sugar Beet Factory. He did not live at either address, having his home in the 400 block of South College Avenue. According to Ansel Watrous in the “History of Larimer County, Colorado” Brown built 12 other homes in Fort Collins, making him an early real estate developer. Watrous also attributed the first frame house in Fort Collins to Brown. Edison M. Cole of Cole-Potter Construction Company was responsible for the design and/or construction of numerous buildings in Fort Collins around the time these buildings were built in 1905. Both are locally rare examples of a Foursquare duplex, with high levels of craftsmanship and many highly unique architectural details. Both are eligible under National Register Criterion B/2 - association with persons significant in local history and Criterion C/3 - architectural significance. Even with additions to the backs of the buildings, they are still considered eligible for the National and State Registers.

500 & 502 S. College Avenue by Sherry Albertson-Clark

---

100 E. Drake Road – Fort Collins Federal Savings & Loan / Key Bank
This bank building was designed by William “Bill” Robb, who was a well-known local architect and was constructed by the N. G. Petry Construction Company of Denver. Bill Robb began his practice in Fort Collins in 1953 and create a significant body of work locally. Petry was best known for the construction of the original Mile High Stadium and its moveable seating, along with other Denver buildings. The bank’s location in the South College Heights Subdivision is also associated with local developer Mae Tiley and her family and it is one of only two non-residential properties developed within the subdivision. This building is a unique example of the Usonian architectural style in Fort Collins, with its brick pillars, use of roman brick in a stacked bond, and double semi-circular towers with skylights for bringing natural light into the building. It is eligible under National Register Criterion B/2 – association with persons significant in local history and Criterion C/3 – architectural significance.
1630 S. College Avenue – Faith Realty / All Property Services

This building was associated with Gordon Walker, founder and president of Faith Realty and Bill Thomas who joined the business after a long military career. Faith Realty was a well-known local real estate company and both men were associated with it for many years. This two-story building was constructed in 1963 in the Usonian style and has an unusual cantilevered front balcony, a metal sunshade on the south wall and unique hand railings on the building front. It is eligible under National Register Criterion B/2 – association with persons significant in local history and Criterion C/3 – architectural significance.

Local Landmark Eligible

There are 19 buildings found to be eligible for local landmark designation, as listed on Table 2 on the next page. These properties include the four that are National and State Register eligible. While there was adequate information for making an eligibility evaluation on each of these, several need additional research if they are formally nominated for local designation, so that a more complete history can be provided. The history of alterations on 522 S. College Avenue and the historical associations for 528 & 530, 804, and 2839 need further study. All but 2540 S. College Avenue (Don and May Wilkins Residence) had an architectural survey completed, which means that more historical research was done on these properties, but not to the extent of an Intensive level survey. The residence at 2540 S. College Avenue had a Reconnaissance Survey done, so the amount of historical research done was limited, but revealed the property’s association with Don and May Wilkins. Don was a long-time editor of the Fort Collins Coloradoan and along with wife May, created the Wilkins Charitable Trust, which still exists today.

12 Historitecture, LLC. Architectural Inventory Form, 1630 S. College Avenue, 07/02/2010
Table 2: Local Landmark Eligible Properties

<table>
<thead>
<tr>
<th>Field No.</th>
<th>Address</th>
<th>Historic Name</th>
<th>Current Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>5LR.1503</td>
<td>500 &amp; 502 S. College Avenue*</td>
<td>JA Brown’s Flats North</td>
<td>500 &amp; 502 S. College</td>
</tr>
<tr>
<td>5LR.1504</td>
<td>504 &amp; 506 S. College Avenue*</td>
<td>JA Brown’s Flats South</td>
<td>504 &amp; 506 S. College</td>
</tr>
<tr>
<td>5LR.1505</td>
<td>522 S. College Avenue*</td>
<td>Scott Residence</td>
<td>522 Residences</td>
</tr>
<tr>
<td>5LR.1506</td>
<td>526 S. College Avenue</td>
<td>Beeman Residence</td>
<td>W. J. Frick Design Group</td>
</tr>
<tr>
<td>5LR.2275</td>
<td>528 &amp; 530 S. College Avenue*</td>
<td>Nicol Building</td>
<td>Nicol Building</td>
</tr>
<tr>
<td>5LR.1507</td>
<td>608 S. College Avenue</td>
<td>Hill Residence</td>
<td>Hill Residence</td>
</tr>
<tr>
<td>5LR.1508</td>
<td>609 S. College Avenue</td>
<td>Rist-Reitzer Residence</td>
<td>Rist-Reitzer Residence</td>
</tr>
<tr>
<td>5LR.1511</td>
<td>621 S. College Avenue</td>
<td>Warren Residence</td>
<td>Music District</td>
</tr>
<tr>
<td>5LR.2289</td>
<td>724 S. College Avenue</td>
<td>F. J. Shantz Residence</td>
<td>724 S. College Avenue</td>
</tr>
<tr>
<td>5LR.2290</td>
<td>726 S. College Avenue</td>
<td>726 S. College Avenue</td>
<td>726 S. College Avenue</td>
</tr>
<tr>
<td>5LR.2293</td>
<td>804 S. College Avenue*</td>
<td>Batson’s Rexall Drugstore</td>
<td>Rock ’n Robin’s</td>
</tr>
<tr>
<td>5LR.2294</td>
<td>810 S. College Avenue</td>
<td>L. D. Crain Residence</td>
<td>Mellow Yellow</td>
</tr>
<tr>
<td>5LR.14613</td>
<td>1610 S. College Avenue</td>
<td>George &amp; Ruth List Residence</td>
<td>3 Hopeful Hearts</td>
</tr>
<tr>
<td>5LR.12742</td>
<td>1630 S. College Avenue*</td>
<td>Faith/Realty Residence</td>
<td>All Property Services</td>
</tr>
<tr>
<td>5LR.14614</td>
<td>1636 S. College Avenue*</td>
<td>Dr. Victor Cram Residence</td>
<td>Timeless Creations</td>
</tr>
<tr>
<td>5LR.14618</td>
<td>2540 S. College Avenue*</td>
<td>Don &amp; May Wilkins Residence</td>
<td>2540 S. College Avenue</td>
</tr>
<tr>
<td>5LR.14616</td>
<td>2720 S. College Avenue</td>
<td>Inside Out</td>
<td>Inside Out</td>
</tr>
<tr>
<td>5LR.14617</td>
<td>2839 S. College Avenue*</td>
<td>Gart’s Sporting Goods</td>
<td>Old JoAnn Fabrics Store</td>
</tr>
<tr>
<td>5LR.9996</td>
<td>100 E. Drake Road*</td>
<td>Fort Collins Federal S &amp; L</td>
<td>Key Bank</td>
</tr>
</tbody>
</table>

*Additional research needed

Historic District Potential & Future Surveys

There are several areas where historic district potential was identified during this survey. These areas are an expansion of the Laurel School Historic District (or creation of a new district) to include some of the residential properties along the east side of College Avenue; district potential for the east side of the 1600 Block; and the potential for one or more historic districts in the South College Heights Subdivision. A total of 35 buildings were determined to be contributing, where historic district potential was identified, as discussed below.

An expansion of the Laurel School Historic District or creation of a new district could be made to include several properties that are residential in nature; constructed during a similar era as the Laurel School District properties; and fronting on the east side of South College Avenue. This would include properties built as residences in the 500, 600, 700 blocks; and those in the 1200 block. These blocks are adjacent to the Laurel School District, separated only by the north/south alley between Remington Street and College Avenue. The original residences along College Avenue have a similar construction era as the buildings to the east of them that front on Remington Street. The map below shows the locations of potential expansions to the Laurel School Historic District. The original Laurel School Historic District
research was done prior to 1980 when the district was added to the National Register of Historic Places. It is an area that warrants a new survey of the entire district, to also include further evaluation of potential expansions of the district.

South College Avenue Survey Potential
Laurel School Historic District Expansion Areas

The east side of the 1600 Block (south side of Prospect Road) has several properties that are eligible for individual designation, as well as some that would be contributing buildings to a historic district, if one were formed. This block demonstrates the evolution of residential buildings converted to commercial use over time, as well as the introduction of mid-century commercial architecture. The buildings at 1610, 1634, 1636, 1640, and 1644 could be incorporated into a district that is now commercial in nature.
District potential for properties east of the alley, fronting on Remington, was not evaluated, since this area is outside the survey boundaries, but it was developed under the same subdivision and timeframe as those properties along College Avenue. The map below illustrates two areas that are recommended for potential expansion of

The South College Heights Subdivision is generally located south of the Arthur Ditch (including Dartmouth Trail) to Drake Road, between College and Stanford Road. This area has over 500 homes that were developed during the late 1950s – 1960s. The area is associated with the Tiley family and represents one of the largest residential developments undertaken in Fort Collins during the post-war years. Many of the homes in this development are ranch-style, with some split-and bi-level styles. This area has the potential for one or more historic districts, based on its association(s), housing styles, and cohesiveness of its construction timing.

Several properties were identified that warrant further research at the intensive level of survey. This would include full chain-of-title research and more in-depth historical and architectural research that was not done during this project. These are:

- Properties eligible for National and State Register nomination (500 & 502 and 504 & 506 S. College Avenue; 100 E. Drake Road; 1630 S. College Avenue
- 1636 S. College Avenue – Timeless Creations
- 2540 S. College Avenue – Don and May Wilkins Residence
SURVEY LOG

A Survey Log was created for each grouping of blocks and was used to capture and document information on all properties surveyed – regardless of the level of survey done. The log includes properties that are already designated landmarks, although no additional time was spent in documenting these properties beyond adding them to the Survey Log and taking photographs. Information on the Survey Log for each property that is not locally designated includes:

- Parcel number
- Address
- Date of construction, date of significant alterations
- Number of stories
- Exterior wall material(s)
- Roof material(s)
- Architectural style
- Building Type
- Original use
- Current use
- Eligibility for national register/state register/local landmark/district contributing/or already locally designated
- Date of survey
- Notes
- Common name
- Field number (if known – properties that had Architectural Surveys done received a field number from History Colorado if one was not previously assigned)
- Level of survey prepared

The “Notes” column was used to provide information on items such as additions or alterations that have been made to the property, or to indicate if the property is less than 50 years of age. Where alterations are noted, this generally indicates that alterations were made that noticeably change the building’s appearance. The information on the Survey Log created for this survey is being used as to improve the existing GIS-based historic resource survey database and mapping.
APPENDIX A

BIBLIOGRAPHY

Carlson, Linda et al.  Historic Survey of the East Side of the 600 Block of South College Avenue, Fort Collins, Colorado, December 1987

Colorado Business Hall of Fame, Nicholas R. Petry (accessed via Colorado Business Hall of Fame website)

Colorado State University Mountain Scholar Archive (photo 07/1925 of “Mrs. Warren’s House” - 621 S. College Avenue)

Crossroads Safehouse News. “New Lacy Miller Center for Crossroads Safehouse at 528 S. College Avenue (the Nicol Building at Myrtle Street), Projected opening: January 2006”, Fall 2005

Fort Collins Building Permit data for individual properties 1920 – 1945 Fort Collins Discovery Museum History Archive, (accessed via Fort Collins History Connection website)

Fort Collins Building Permit data (including permits, inspection records, correspondence and Certificates of Occupancy) for individual properties 1945 – Present (accessed via Public Records on City of Fort Collins website)

Fort Collins City Directories for years 1901 – 2018 (with gaps), from Fort Collins Discovery Museum History Archive (accessed via Fort Collins History connection website)

Fort Collins Coloradoan. Foothills struggles to meet expectations five years after multi-million-dollar renovation, November 27, 2019

Fort Collins Coloradoan. “Partners to buy College Avenue site for future home”, July 11, 2001

Fort Collins Coloradoan. Vern Schilling Obituary, August 20, 2019

Fort Collins Original Map of the Town of Fort Collins, Colorado, 1873 (accessed via CityDocs/Public Records on City of Fort Collins website)

Fort Collins Unit Development Plan Amendment. Ordinance No. 92, 1978

Front Range Research Associates, Inc. Historic Building Inventory Forms, 500 & 502; 504 & 506; 522; 526; 528 & 530; 608; 621; 633; 1212; 1220; 1407; 1413; 1520 S. College Avenue, January – June 1992


Harris, Cynthia. Transcript of telephone Interview with builder Vic Deines, 1618 S. College Avenue, 04/10/2001

Harrison’s Addition Plat, 1887 (accessed via CityDocs/Public Records on City of Fort Collins website)

Harris, Cynthia and Hartl, Carolyn. Architectural Inventory Form and attachments, 1618 S. College Avenue, 04/15/2001

Historitecture, LLC. Architectural Inventory Form, 100 E. Drake Road (Key Bank), 03/21/2011)

Historitecture, LLC. Architectural Inventory Form, 528 & 530 S. College Avenue, 07/02/2010

Historitecture, LLC. Architectural Inventory Form, 804 S. College Avenue, 07/02/2010

Historitecture, LLC. Architectural Inventory Form, 1618 S. College Avenue, 07/02/2010

Historitecture, LLC. Architectural Inventory Form, 1630 S. College Avenue, 07/02/2010


I.C. Bradley’s Addition Plat, 1925 (accessed via CityDocs/Public Records on City of Fort Collins website)

Koski, Karl and Hahn, Kara Architectural Inventory Form, 100 E. Drake Road, April 2001

L. C. Moore’s 2nd Addition Plat, 1923 (accessed via CityDocs/Public Records on City of Fort Collins website)

Larimer County Tax Assessor Records for all individual properties (1948, 1969 & 1978 Property Information Cards – Fort Collins Discovery Museum History Archive); and current records (accessed via Larimer County Assessor’s website)

Loveland Daily Herald. “Will Rist, County Pioneer Dies Last Evening”, Number 130, January 8, 1915

Marmor, Jason. Reconnaissance Survey Forms, Eastside Neighborhood Survey Project, 500 & 502; 504 & 506; 510; 514; 516; 522; 526; 528 & 530; 602; 608; 616; 622; 624 & 626; 628 & 630; 632-640; 642; 648; 700 & 702; 706; 718; 722; 724; 726; 730; 802; 804; 810; 814; 830; 914; 1002; 1010 – 1014; 1020; 1100; 1120; 1200; 1212; 1220; 1301; 1318; 1405; 1407; 1413; 1520; 1530 S. College Avenue, 04/08/1998 – 04/14/1998

Nevrivy, Jane et al. Historic Survey of the West Side of the 600 Block of South College Avenue, Fort Collins, Colorado, December 1987
Northern Colorado Business Report, RB+B LEEDS the way in sustainable design, 05/07/2008


Robb, William B. Building Permit #13872 Review Plan Set for 100 E. Drake Road, 07/15/1969

Sanborn Fire Insurance Maps for Fort Collins, Larimer County, Colorado Sanborn Map Company, March 1906 and December 1925

Simpkins, Anna. Midcentury Suburban Fort Collins: University Acres, unpublished, May 2019

South College First Annexation Plat, 11/25/1970 (accessed via CityDocs/Public Records on City of Fort Collins website)

South College Heights Subdivision Plats, First – Seventh and Fourth Replat of Tract A, 1954 – 1962 Stover (accessed via CityDocs/Public Records on City of Fort Collins website)

Thunderbird Estates 7th Subdivision Plat, 1967 (accessed via CityDocs/Public Records on City of Fort Collins website)

U. S. Census 1910, 1920, 1930, 1940 (accessed via ancestry.com)


immanuel-crc.org/History2014.html The History of Immanuel Christian Reformed Church

ourcampaigns.com/candidate – Nathan C. Warren
APPENDIX B

Sample Reconnaissance Form
Sample Architectural Form
Sample Intensive Survey Form
Building address: Click here to enter text.

Field Evaluation of Potential Fort Collins Landmark Eligibility (Circle One):
☐ Individually Eligible  ☐ Contributing to District  ☐ Not Eligible

General Recommendations: Click here to enter text.

Historic/Current building name: Click here to enter text.  Property Type: Click here to enter text.

Architectural Style/Form:  
Click here to enter text.

Number of Stories:  Click here to enter text.

Date of Construction: YYYY  ☐ Estimated  ☐ Actual

Historical Information (if known)  
Click here to enter text.

Relevant Aspects of Integrity for Architecture (Standard 3). (Bold aspects most important):

☐ Materials: The property retains most of its historic exterior materials and they are visible (ex: cladding, roof, windows, other: Click here to enter text.)

☐ Design: Most of the basic features (configuration, proportions, roofline, window pattern, historic addition(s), other: Click here to enter text) are intact.

☐ Workmanship: There is evidence of historic construction techniques, such as joinery, carving, turning, other: Click here to enter text) that exemplify historic practices and aesthetics.

☐ Location: The building is on its original site or was moved to the current site more than 50 years ago.

☐ Setting: The physical character of the property and its relationship to surrounding features is similar to the historic period

☐ Feeling: The majority of physical features (design, materials, workmanship, setting) that together convey historic character are intact. (Because this relies on perception, it must be combined with other aspects of integrity to support eligibility.)

☐ Association: The property is the place where the historic event or activity occurs and still conveys that relationship to an observer. (Because this relies on perception, it must be combined with other aspects of integrity to support eligibility.)

Comments:  
Click here to enter text.

Field Evaluation of Potential Fort Collins Landmark Eligibility (Circle One):
☐ Individually Eligible  ☐ Contributing to District  ☐ Not Eligible

Justification of Evaluation:  
Click here to enter text.

Needs Additional Research under Standards:  ☐ 1  ☐ 2  ☐ 3  ☐ 4
Primary Roof Form:
- Front Gable
- Side Gable
- Hip with Gable(s)
- Flat
- Intersecting Gables
- Hipped
- Shed
Other: Click here to enter text.

Roof Attributes
- Composition Shingles
- Comp. Rolled Roofing
- Low-Pitched Roof(s)
- Steeply Pitched Roof(s)
- Negligible Overhang
- Exposed Rafters
- Low-Pitched Roof(s)
- Steeply Pitched Roof(s)
- Negligible Overhang
- Exposed Rafters
Other: Click here to enter text.

Exterior Walls and Wall Covering:
- Wood Frame
- Siding:
  - Open
  - Enclosed
- Drop Siding
- Wood
- Concrete Block
- Shingles
Other: Click here to enter text.

Foundation
- Concrete
- Concrete Block
- Sandstone
- Rock-Faced Concrete
- Parging
Other: Click here to enter text.

Distinctive Features
- Imbricated Shingles:
  - Beneath Gables
- Dormers:
  - Rear Elevation
  - Front Elevation
  - Side Elevation
- Bay Window(s):
  - Canted
  - Curved
  - Boxed
Other: Click here to enter text.

Porch Attributes
- Front Porch:
  - Open
  - Enclosed
  - Shed
  - Other:
  - Hip
  - Gable
  - Balustrade Rail
  - Squared Post
  - Classical Columns
  - Pilasters
  - Massive/Battered Piers
  - ½ Wall/Closed Rail
  - Squared Post
  - Classical Columns
  - Pilasters
  - Massive/Battered Piers
  - Turned Spindle Post
Other: Click here to enter text.

Window Attributes
- 1/1 Double-Hung
- Narrow
- Diamond-light transom
- Multi-light Upper Sash
- Sash and Transom
- Casement
- Awning
- Oculus
- Fixed-Pane/Picture
- With Sidelight(s)
- Dressed Stone Sills/Lintels
Other: Click here to enter text.

Other Distinctive Features/Remarks:
Click here to enter text.

Alterations (with estimate of dates, as appropriate):
Click here to enter text.
RECORDING INFORMATION:

Date: Click here to enter a date.
Recorder(s):
Click here to enter text.

Photograph Numbers:
Click here to enter text.
Architectural Inventory Form

Field Evaluation of Fort Collins Landmark Eligibility

☐ Individually Eligible  ☐ Contributing to District  ☐ Not Eligible

☐ Likely Eligible for State/National Register

General Recommendations: Click here to enter text.

I. Identification

1. Resource number: Click here to enter text.
2. Temporary resource number: Click here to enter text.
3. County: Click here to enter text.
4. City: Click here to enter text.
5. Historic building name: Click here to enter text.
6. Current building name: Click here to enter text.
7. Building address: Click here to enter text.
8. Owner name and address: Click here to enter text.
II. Geographic Information

9. P.M. Choose an item. Township # Range #
   Choose an item. ¼ of Choose an item. ¼ of Choose an item. ¼ of Choose an item. ¼ of section #

10. UTM reference
    Zone ####; ####### mE ####### mN

11. USGS quad name: Click here to enter text.
    Year: #### Map scale: 7.5' □ 15' □ Attach photo copy of appropriate map section.

12. Lot(s): # Block: #
    Addition: Click here to enter text. Year of Addition: ####

13. Boundary Description and Justification:
    Click here to enter text.

III. Architectural Description

14. Building plan (footprint, shape): Click here to enter text.

15. Dimensions in feet: Length # x Width #

16. Number of stories: Click here to enter text.

17. Primary external wall material(s): Click here to enter text.

18. Roof configuration: Click here to enter text.

19. Primary external roof material: Click here to enter text.

20. Special features:
    Click here to enter text.

21. General architectural description:
    Click here to enter text.

22. Architectural style/building type:
    Click here to enter text.

23. Landscaping or special setting features:
    Click here to enter text.

24. Associated buildings, features, or objects:
    Click here to enter text.

IV. Architectural History

25. Date of Construction: Estimate: #### Actual: ####
    Source of information: Click here to enter text.

26. Architect: Click here to enter text.
    Source of information: Click here to enter text.

27. Builder/Contractor: Click here to enter text.
    Source of information: Click here to enter text.

28. Original owner: Click here to enter text.
Resource Number: Click here to enter text.
Temporary Resource Number: Click here to enter text.

Source of information: Click here to enter text.

29. Construction history (include description and dates of major additions, alterations, or demolitions):
Click here to enter text.

30. Original location ☐ Moved ☐ Date of move(s): ####

V. Historical Associations

31. Original use(s): Click here to enter text.
32. Intermediate use(s): Click here to enter text.
33. Current use(s): Click here to enter text.
34. Site type(s): Click here to enter text.
35. Historical background:
Click here to enter text.
36. Sources of information:
Click here to enter text.

VI. Significance

37. Local landmark designation: Yes ☐ No ☐ Date of designation: ####
Designating authority: Click here to enter text.

38. Applicable Eligibility Criteria:

<table>
<thead>
<tr>
<th>National Register</th>
<th>Fort Collins Register</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ A.</td>
<td>☐ 1.</td>
</tr>
<tr>
<td>☐ B.</td>
<td>☐ 2.</td>
</tr>
<tr>
<td>☐ C.</td>
<td>☐ 3.</td>
</tr>
<tr>
<td>☐ D.</td>
<td>☐ 4.</td>
</tr>
</tbody>
</table>

Associated with events that have made a significant contribution to the broad pattern of our history;
Associated with the lives of persons significant in our past;
Embody the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or that possess high artistic values, or represents a significant and distinguishable entity whose components may lack individual distinction; or
Has yielded, or may be likely to yield, information important in history or prehistory.

☐ Qualifies under Criteria Considerations A through G (see Manual)
☐ Does not meet any of the above criteria

Needs additional research under standards: ☐ A/1 ☐ B/2 ☐ C/3 ☐ D/4

39. Area(s) of significance:
Click here to enter text.

40. Period of significance: Click here to enter text.

41. Level of significance: National ☐ State ☐ Local ☐

42. Statement of significance:
Click here to enter text.

43. Assessment of historic physical integrity related to significance:
Click here to enter text.
VII. National and Fort Collins Register Eligibility Assessment

44. Eligibility field assessment:
   National:
   Eligible ☐ Not Eligible ☐ Need Data ☐
   Fort Collins:
   Eligible ☐ Not Eligible ☐ Need Data ☐

45. Is there district potential? Yes ☐ No ☐
   Discuss: Click here to enter text.
   If there is district potential, is this building: Contributing ☐ Non-contributing ☐

46. If the building is in existing district, is it: Contributing ☐ Noncontributing ☐

VIII. Recording Information

47. Photograph numbers: Click here to enter text.
   Negatives filed at: Click here to enter text.

48. Report title: Click here to enter text.

49. Date(s): Click here to enter text.

50. Recorder(s): Click here to enter text.

51. Organization: Click here to enter text.

52. Address: Click here to enter text.

53. Phone number(s): Click here to enter text.

NOTE: Please include a sketch map, a photocopy of the USGS quad map indicating resource location, and photographs.

History Colorado - Office of Archaeology & Historic Preservation
1200 Broadway, Denver, CO 80203  (303) 866-3395
Site Photos and Maps

Click here to enter text.
AGENDA ITEM SUMMARY
City Council

February 18, 2020

STAFF

Clay Frickey, Redevelopment Program Manager
Brad Yatabe, Legal

SUBJECT

Public Hearing and Second Reading of Ordinance No. 014, 2020, Approving the Montava PUD Master Plan and Montava PUD Overlay, ODP 180002.

EXECUTIVE SUMMARY

This Ordinance, adopted on First Reading on January 14, 2020, by a vote of 5-2 (Nays: Gutowsky, Cunniff), approves a Planned Unit Development (PUD) Overlay for Montava. Amendments to the Mountain Vista Subarea Plan, Master Street Plan, and Parks and Recreation Policy Plan were approved by resolution and do not require a second reading. The PUD Overlay provides a framework for how Montava will develop over time. Council and community members requested additional information at First Reading regarding the following topics, which this Agenda Item Summary addresses:

- Estimate of funding deficiency for the Master Street Plan city-wide and in Northeast Fort Collins.
- How Montava will mitigate its traffic impacts and address traffic on Country Club Road.
- Details related to the buffer proposed in the Mountain Vista Subarea Plan between the Anheuser Busch brewery and nearby residential land uses and zone districts.
- Plans for transit service in and around the Montava development.
- Staff’s plan for communicating updates related to individual phases of Montava to ensure City Councilmembers and the community continue to be informed.
- Addition of a condition of approval regarding Country Club Road and changes to the Parks condition of approval.

Staff recommends approval of the PUD Master Plan on Second Reading, with conditions.

Process:  The City Council hearing for second reading will follow the process outlined below.

- Staff presentation related to the additional information Council requested at First Reading and any additional information related to Council consideration of the Montava PUD Overlay
- Applicant presentation
- Public comment
- Applicant and staff responses to public comment
- City Council questions
- City Council deliberation

This is a quasi-judicial item subject to the procedures and standards set forth in Land Use Code Divisions 2.15 and 4.29.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading, with conditions.
Buildout and Funding Deficiencies of the Master Street Plan

Council requested information regarding the Master Street Plan (MSP) and the current funding need for full buildout of the MSP across the City, and more particularly in Northeast Fort Collins (approximately defined as north of Vine Drive and east of College Avenue). Based on the most recent MSP update, the approximate cost for City-wide full buildout is $900M (the costs have been inflated to 2020 dollars). Of this, about 1/3 of the cost is within NE Fort Collins, totaling approximately $300M. City Staff estimates that the majority of the buildout of the roadway network in NE Fort Collins would be funded by a combination of development and Transportation Capital Expansion Fee (TCEF) dollars. The project of most significance in the area, requiring funds in addition to developer dollars, is the Realigned Lemay railroad overpass at Vine Drive. Staff plans to bring forward a budget offer this fall to fully fund this project. It should be noted that the MSP buildout cost includes numerous roadways in the NE that are neither needed for Montava nor anticipated to be improved in the near future (such as State Highway 1). These roadways are included in the cost because they do not reflect current urban street standards.

Mitigating Traffic Impacts

Many public comments at first reading addressed existing traffic conditions in NE Fort Collins. Numerous commenters requested that the Traffic Impact Study (TIS) better address existing conditions on County Club Road. Many commenters also requested that Montava should not receive any building permits until the extension of Turnberry Road and Suniga Road are complete and provide an alternate route to Country Club Road. The PUD standards require the transportation review to be completed at a master plan level, based on the full buildout of the project. The Master Traffic Study completed with the Montava PUD identified the needed arterial roadway network and classifications upon buildout. This includes numerous new roadways, including two new north/south arterials to provide connectivity between the Northeast area and the rest of Fort Collins. The proposed changes to the Master Street Plan reflect those needed roadways. Staff finds that this network will accommodate Transportation Level of Service standards upon buildout.

The City will require an individual and detailed Traffic Impact Study (TIS) for each phase upon submittal of a Project Development Plan (PDP) to the City. Those studies will be scoped to encompass all appropriate elements including current traffic, study area, other growth, intersections, etc. Detailed phase-level TISs will identify improvements needed to meet all applicable standards for that phase. Each PDP application must meet Adequate Public Facilities standards at that time, as well.

Concerns about traffic along Country Club Road are clearly known. Many issues are related to existing traffic, including truck traffic. The City is working with the County to address various concerns. The County has enacted a long-term, classification-based truck restriction that goes into effect February 15th. The City will require detailed review of Montava impacts on Country Club Road and the Lemay intersection during the review of individual PDP phases and will incorporate referral agency reviews and comments. Mitigation measures that are proportional to Montava’s impact can be required. Finally, regardless of Montava, the City will work collaboratively with the County in any planning-related efforts to explore potential changes to the roadway that are supported by the community and the County.

One mitigation measure to minimize impacts to Country Club Road is the completion of the Turnberry/Suniga extension from Mountain Vista to the south and west. That roadway has been added to the Master Street Plan, and City engineering staff has begun the preliminary design process of determining alignments and conceptual costs. Future steps include detailed work with adjacent property owners, mitigation discussions with area neighborhoods such as Adriel Hills, and the process of acquiring the remaining needed right-of-way (ROW). The intent is to move the Turnberry/Suniga extension project forward, funded by development fees, concurrently with growth in northeast Fort Collins.

As requested by City Council, staff has drafted an additional condition of approval related to the extension of Country Club Road through the Montava development, as follows (included in the amended Exhibit C to the PUD Master Plan Ordinance 014, 2020):

As requested by City Council, staff has drafted an additional condition of approval related to the extension of Country Club Road through the Montava development, as follows (included in the amended Exhibit C to the PUD Master Plan Ordinance 014, 2020):
At such time that an application to develop within the Montava PUD overlay triggers the Land Use Code connectivity requirement to connect Country Club Road from the Maple Hill development with the Montava development, such connection shall be planned, designed and fully constructed for all modes of travel. However, the connection shall be managed such that motor vehicle use (but not other types of use such as pedestrian use and bicycle use) is prohibited until such time as Turnberry Road is extended to the south from Mountain Vista and provides vehicular connectivity to an east-west arterial.

In summary, public comments and concerns related to transportation in the area are all noted, and staff appreciates the engagement from the community. Strategies to address these concerns fall into several categories:

- Some items can be addressed with this PUD application and Master Plan changes (such as new roads on the Master Street Plan and a condition of approval that prohibits a vehicular connection of Country Club Road into Montava until the Turnberry extension is built).
- Some items are being addressed outside the City development process (such as the County’s truck restriction on Country Club Road).
- Some items are complex and development plays a part in the solution (such as the Lemay/Vine overpass project).
- Many items will be reviewed, analyzed and proportional mitigation identified during detailed PDP review.

**Anheuser Busch Buffer**

Page 16 of the Mountain Vista Subarea Plan speaks to creating an enlarged Employment district to provide an appropriate buffer between the Anheuser Busch brewery and nearby residential uses. Page 27 recommends a one-mile buffer between the brewery and residential uses, with employment or industrial uses providing a transition to the residential zone west of the brewery. The purpose of this proposed buffer is to minimize impacts related to odor, noise, light, and other potential impacts from the brewery on residential land uses. This suggested buffer provides guidance but is non-regulatory.

Montava proposes residential land uses approximately 500 feet from the Anheuser Busch fence line and 1,400 feet from the edge of the facility at their closest points. The Land Use Code requires an 80-foot buffer yard between developments in the Industrial zone and residential land uses or zone districts that are residential in character. If the Industrial zone and adjoining residential land use or zone district is separated by a public street, the buffer can be reduced to 30 feet. The Land Use Code does not contain prescriptive buffer requirements for land uses located near the Anheuser Busch brewing facility in particular. As proposed, Montava would exceed the current Land Use Code requirements for buffering between industrial and residential zones/uses.

Per the Clean Air Act, facilities containing an excess quantity of toxic or flammable material must create and submit a Risk Management Plan (RMP) to the Environmental Protection Agency (EPA). Anheuser Busch stores Anhydrous Ammonia on-site, which requires an RMP. The RMP requires the facility to give calculations and an estimated model of the impact areas based on a complete failure of containment. Anheuser Busch must re-submit and update their RMP every five years. Due to the proposed increase in nearby residential land uses, it is likely Anheuser Busch would need to re-calculate their impact model and submit it to the EPA.

Anheuser Busch submitted a letter indicating their support for the proposed Montava PUD Master Plan.

**Transit Service**

The Transit Master Plan identifies the Montava area as having medium to high transit demand by 2040. To respond to this demand, the Transit Master Plan proposes frequent peak service along Giddings Road with a transit center/mobility hub around the intersection of Mountain Vista Drive and Giddings Road. The Montava PUD does not include information about the location or timing of transit serving the development. Transit service for Montava is dependent on the build-out of the community. Transportation Planning staff will coordinate the provision of transit service to the development as Montava builds out. Each phase of Montava
must comply with Section 3.6.5 of the Land Use Code, requiring new development to adequately accommodate existing and planned transit service and facilities (e.g., bus stops).

Communication Plan

Land Use Code Section 2.2.6 requires mailed notice, sign posting, and published notice for neighborhood meetings and public hearings. Staff recognizes the need for enhanced notification due to the scale of Montava and proposes enhanced public notice. Planning staff have developed a communication plan for sharing information with City leadership and the public about Montava as it develops, included as Attachment 3. These enhancements include memoranda, web updates, e-mail notification, and social media postings. The table below provides a summary of staff’s proposed notification system for Montava, with additional detail provided in the attached memorandum:

<table>
<thead>
<tr>
<th>NOTICE TYPE</th>
<th>Mailed Notice</th>
<th>Sign Posted</th>
<th>Published Notice</th>
<th>Memo to Council</th>
<th>Web Update</th>
<th>Email Notification</th>
<th>Social Media Update</th>
</tr>
</thead>
<tbody>
<tr>
<td>Neighborhood Meeting</td>
<td>X</td>
<td>X</td>
<td></td>
<td>(X)</td>
<td>(X)</td>
<td>(X)</td>
<td>(X)</td>
</tr>
<tr>
<td>(Opportunity for Public Input)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PDP Submittal (Informational)</td>
<td>X</td>
<td></td>
<td></td>
<td>(X)</td>
<td>(X)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Hearing (Opportunity for Public Input)</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Decision (Informational)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(X)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

X = required legal notice, (X) = additional communications not required by Land Use Code

1 Staff anticipates that NextDoor and Facebook would be the primary social media platforms used for Montava communications.

Revisions to Parks Condition

Revisions to the originally proposed Parks Condition were made to clarify the applicability of the condition to areas where the #8 ditch is not piped. The proposed changes are contained in the amended Exhibit C to the PUD Master Plan Ordinance 014, 2020, and are set forth below in the Findings of Fact Section, Subsection B.

Changes to the Ordinance Between First and Second Reading

- Changes to Parks condition and addition of Country Club Road condition on Exhibit C of the ordinance.
- To clarify the Montava PUD Overlay boundaries, the following changes have been made to the PUD Master Plan documents attached to the ordinance:
  - Exhibit A: (changes noted below are contained in Attachment 7)
  - PUD Design Narrative: The maps on pages 3, 4, 6 and 23 of the PUD Design narrative have been revised to show the City substation and strip between the substation and railroad right-of-way as being outside the Montava PUD Overlay. Attachment 6 shows the location of the City substation circled in red.
  - Revised Sheets: Sheet 1 was revised to remove the B.A.R.I. barley research facility property and railroad rights-of-way from the description of the PUD Property. Sheets 3-7 revised to show the City substation and strip between the substation and railroad right-of-way as being outside the Montava PUD Overlay
  - Uses, Densities and Development Standards: The maps on pages 8 and 29 have been revised to show the City substation and strip between the substation and railroad right-of-way as being outside the Montava PUD Overlay
  - Exhibit B: Remove B.A.R.I. barley research facility property and railroad rights-of-way from the description of the PUD Property.
- Clarification that applicable portions of City Plan and its elements previously adopted by City Council are ratified and adopted for purposes of considering compliance of the PUD Master Plan pursuant to Land Use Code Section 4.29(D)(2)(c).
• Change the date by which the extended vested rights and public benefits must be approved from March 25 to April 21, 2020, in order to account for possible delays.

FINDINGS OF FACT

In evaluating the request for the proposed Montava PUD Master Plan, Staff has for its part made and recommends the following findings of fact:

A. The PUD Master Plan complies with the process located in Division 2.2 - Common Development Review Procedures for Development Applications of Article 2 - Administration and Division 2.15 - Planned Unit Development Overlay Review Procedure.

B. The PUD Master Plan complies with relevant standards of Article 3 - General Development Standards, subject to the following conditions of approval:

1. **Country Club Road Connection Condition.** At such time that an application to develop within the Montava PUD overlay triggers the Land Use Code connectivity requirement to connect Country Club Road from the Maple Hill development with the Montava development, such connection shall be planned, designed and fully constructed for all modes of travel. However, the connection shall be managed such that motor vehicle use (but not other types of use such as pedestrian use and bicycle use) is prohibited until such time as Turnberry Road is extended to the south from Mountain Vista and provides vehicular connectivity to an east-west arterial.

2. **Oil and Gas Condition.** Prior to the approval of any Project Development Plan within the Montava PUD Master Plan for any phase of development that includes a residential dwelling within 500', or a high occupancy building unit within 1000', of the Lind Farms or Chandler well bores respectively, the Developer shall cause the well at each such location to be plugged or replugged, as applicable, and abandoned by a qualified professional in accordance with the process set forth in Section 11.2.6 of the Montava PUD Master Plan Uses, Densities, and Development Standards. Evidence of the plugging or replugging, as applicable, and abandonment of a well shall be provided to the City.

   The Developer shall for a period five (5) years after the plugging or replugging, as applicable, of the Lind Farms or Chandler well respectively, complete annual soil and groundwater monitoring at each such location in accordance with the Sampling and Monitoring Plan approved pursuant to Section 11.3.2 of the Montava PUD Master Plan Uses, Densities, and Development Standards. The results of the annual monitoring shall be provided to the City. In the event that the results of the annual monitoring indicate that the soil, gas and/or groundwater quality has been adversely impacted in the vicinity of a plugged well, the Developer shall take reasonable and appropriate steps to address any such condition in accordance with the following applicable regulations: United States Environmental Protection Agency ("USEPA") Residential Soil Regional Screening Levels; Colorado Department of Public Health and Environment’s ("CDPHE") Groundwater Protection Values Soil Cleanup levels, and Colorado Oil and Gas Conservation Commission 900 Series Rule Table 910-1 screening levels (as to soil); and USEPA Maximum Contaminant Limits; and CDPHE Groundwater Organic Standards (as to groundwater).

3. **Parks Condition.** [Revisions since First Reading are indicated by strike-through for deleted text and new text is underlined.]

   • The PUD Master Plan, and subsequent Project Development Plans (PDPs) for phased development, will include, to the extent that the #8 ditch is not piped at such locations, the following grade-separated pedestrian and trail crossings, including one which connects non-contiguous parkland:

   i) Grade-separated pedestrian and trail underpass crossings will be provided by the Developer at locations #2 and #3 as shown on the attached map. The design of such crossings shall be reasonable and feasible under all the circumstances and shall consider the feasible preservation of useable parkland and the provision of convenient, safe and attractive pedestrian access.
Crossing design to be mutually agreed to before PDP approval for the relevant phase(s) of the development.

ii) The Montava PUD Master Plan identifies grade-separated pedestrian and trail underpass crossings at locations #1 and #4 on the attached map. The Developer acknowledges that an equitable, proportionate share of the design and construction cost of such underpass crossings will be necessary; such cost sharing shall be identified and mutually agreed upon before PDP approval of the relevant phase(s) of the development, recognizing that adjacent developments and the City (Park Planning & Development) should equitably and proportionately share in such cost.

iii) At-grade crossings have been identified within the Montava PUD Master Plan. Dependent upon City funding availability, among other elements, Park Planning & Development desires to keep the option open for potential grade-separated crossings at these locations in the event that the #8 ditch is not piped at such locations. Therefore, the Developer agrees to engage in good faith negotiations with the City for the acquisition by the City of potential easements for any such grade separated crossings as well as the design of any such crossings.

- A public access and trail easement along the proposed #8 ditch corridor will be provided by Developer between trail crossings #1 and #4. As indicated conceptually in the Master Plan and the cross-section on the attached exhibit, the trail and easement area along any portions of the ditch that are not piped north of the Community Park will be designed to create a wider, more natural experience. South of the park and adjacent to the Town Center, the trail and easement area along any portions of the ditch that are not piped are planned as a narrower section designed to facilitate connections into the adjacent neighborhoods and mixed-use areas and with the ditch in close proximity of North Timberline Road to facilitate ditch maintenance. Final design of the trail, ditch, maintenance access and associated easement widths, along with equitable and proportionate cost sharing for design and construction of the trail, will be determined at the time of PDP for the relevant phase(s) of the development.

- Developer will make #8 ditch improvements through the park site, including either piping of the #8 ditch or construction of shallow sloped vegetated banks reasonably suitable for a park environment and consistent with the cross-sections included in the PUD Master Plan and shown on the attached map. The Developer and Park Planning & Development staff will work together on the design for this work, to be agreed upon before PDP approval for the relevant phase(s) of the development.

- Developer will work cooperatively with the City to include a minimum 25,000 SF community recreation center with shared parking as a part of the Town Center included in the Montava PUD Master Plan. A site for the City owned and operated recreation center will be identified by the developer and discussed with Recreation staff prior to submitting a PDP for the relevant phase(s) of the development. It is the intent of the Developer and City to engage in good faith negotiation for an option to purchase by the City or otherwise for the City to acquire a mutually agreeable site.

- If a shared irrigation pond is agreed upon between the City and the Developer and/or Poudre School District, the pond must be located proportionally on Developer and/or Poudre School District property, in addition to park property.

- Park Planning & Development staff desires to incorporate a park district maintenance facility on the park property. The Developer agrees to cooperatively participate with City staff in outreach to surrounding neighborhoods and HOA representative(s) with regard to such maintenance facility.

C. The PUD Master Plan complies with relevant standards located in Division 4.29 Planned Unit Development (PUD) Overlay of Article 4 – Districts.

ATTACHMENTS

1. First Reading Agenda Item Summary, January 14, 2020 (w/o attachments) (PDF)
2. Mountain Vista Subarea Plan Excerpts (PDF)
3. Support Letter from Anheuser Busch (PDF)
4. Montava Communications Plan (PDF)
5. Citizen comments received, January 14, 2020 through February 12, 2020 (PDF)
6. PUD Design Narrative (PDF)
7. Changes to Montava PUD Master Plan (PDF)
8. PowerPoint Presentation (PDF)
AGENDA ITEM SUMMARY
January 14, 2020

City Council

STAFF

Clay Frickey, Redevelopment Program Manager
Brad Yatabe, Legal

SUBJECT

Items Relating to the Montava Planned Unit Development Master Plan and Overlay.

EXECUTIVE SUMMARY

A. Public Hearing and First Reading of Ordinance No. 014, 2020, Approving the Montava PUD Master Plan and Montava PUD Overlay, ODP 180002.

B. Resolution 2020-004 Amending the City’s Mountain Vista Subarea Plan.

C. Resolution 2020-005 Amending the City’s Master Street Plan.

D. Resolution 2020-006 Amending the City’s Parks and Recreation Policy Plan.

Context: This is the first of three items related to the Montava Planned Unit Development (PUD) included in the Council Agenda:

• This Agenda Item No. 1 presents the Montava PUD Overlay and Master Plan as well as amendments to relevant policy plans for Council consideration;
• Agenda Item No. 2 presents a Development Agreement Extending Vested Property Rights for the Montava PUD Overlay and Regarding Certain Terms of Development for Council’s consideration; and
• Agenda Item No. 3 presents a Development Agreement to Secure Public Benefits for Development of the Montava Metropolitan District for Council consideration.

Purpose: The purpose of this item is to consider the Montava PUD Overlay and Master Plan for approval. City Council is the decision maker on this application and three associated amendments to plans adopted by City Council. The PUD Overlay creates a zoning overlay that provides a framework for how Montava will develop over time based on the Master Plan. Each phase of Montava will require development applications for a project development plan (PDP) and a final plan that City staff will review for compliance with the Land Use Code (LUC), PUD Master Plan documents, and all applicable plans adopted by City Council. Each development application will be subject to review by the applicable decisionmaker as articulated in the PUD Master Plan documents with City Council acting as the appeal body.

Process: The City Council hearing for this item will follow the process outlined below. Public comment on all four items will be taken at one time:

• Overview of project by City staff
• Applicant presentation (suggested time: 45 minutes)
• Analysis of project by City staff (20 minutes)
• Public comment (on all four items)
• City Council deliberation
Overview: Montava is a proposed development to be located on approximately 999 acres in northeast Fort Collins. Currently, the land operates as an agricultural use.

Montava proposes a New Urbanist community. “New Urbanism” is a planning concept that promotes walkable communities with a mix of uses and different housing types. To achieve the goals of New Urbanism and the vision of the Mountain Vista Subarea Plan, Montava proposes the following:

- A series of phased developments organized by transect zones rather than the underlying zoning
- An interconnected network of streets and trails that accommodate all modes of travel
- Unique design standards for Montava
- Sites for schools, parks, and civic uses
- Integration of nature throughout the project, including a public Natural Area, ditch restoration, habitat enhancements, and stormwater improvements

The current zoning on the Montava site would not allow for the type of community outlined above. To achieve the community Montava envisions, the applicant is seeking approval for a PUD Overlay. PUD Overlays encourage coordinated master planning of large, multi-phased development projects:

- Modified design standards, densities, and land uses prescribed in the Land Use Code
- Phasing plans for how the property will develop over time
- Extended vesting for development standards proposed in the PUD Overlay and Master Plan

In exchange for this flexibility, applicants must demonstrate the development provides public benefits beyond a typical development and mitigates potential impacts on surrounding neighborhoods. Staff finds that the regulations proposed by Montava are unique and innovative to Fort Collins and responsive to City Plan policies related to vibrant, mixed neighborhoods. All the proposed standards work in concert to create a comprehensive framework for development along with public improvements and amenities commensurate with the scope of development. Absent a PUD Master Plan for this area, northeast Fort Collins would likely develop in a piecemeal fashion, with little coordination among property owners.

The City also has a series of policy plans that support the existing zoning pattern. As part of its PUD Overlay application, the applicant seeks amendments to three plans: The Mountain Vista Subarea Plan, Master Street Plan, and Parks and Recreation Policy Plan. These Plans align with the current zoning of the Montava site. Montava proposes amendments to these Plans so that Montava is in alignment with all applicable plans.

Staff recommends approval of the Montava PUD Overlay and Master Plan with the following conditions:

- Council approval of the proposed amendments to the Mountain Vista Subarea Plan, Master Street Plan, and Parks and Recreation Policy Plan;
- Developer compliance with conditions included in Ordinance No. 014, 2020 applicable to existing oil and gas wells on the property; and
- Developer compliance with conditions included in Ordinance No. 014, 2020 regarding parks and recreation.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading, with conditions.

Staff recommends that City Council approve the Mountain Vista Subarea Plan amendments.

Staff recommends that City Council approve the Master Street Plan amendments.

Staff recommends that City Council approve the Parks and Recreation Policy Plan amendments, with conditions.

BACKGROUND / DISCUSSION
On July 17, 2018, City Council adopted LUC Section 4.29, which created a process to allow for Planned Unit Development (PUD) Overlays. The purpose of the PUD Overlay process is to position large areas of property for phased development and allow greater flexibility on land uses and design in exchange for enhanced public benefits. Developments must be 50 acres or more to qualify for the PUD review process. City Council is the decision maker for PUD development submittals larger than 640 acres. The proposed Montava project is the first development to seek approval under the new PUD Overlay provision of the LUC.

Montava initially sought feedback from City Council on its general development concept on December 13, 2017 per LUC Section 2.1.12(H) (<https://fortcollinstv.viebit.com/player.php?hash=DwfcrGG6ScCC>). At this meeting, the applicant presented its initial ideas for the Montava development after a community design charrette. LUC Section 2.1.6(B) allows applicants to present conceptual information to the decision maker of a PUD Master Plan in advance of the development review process. On September 25, 2018, City Council held a pre-application hearing with the Montava team (<https://fortcollinstv.viebit.com/player.php?hash=CUTfrPGtMIFO>). Montava also sought approval for a Metropolitan District on September 25, 2018. Council voted 6-1 to approve the Montava Metropolitan District Service Plan. Attachment 9 provides the minutes from the September 25, 2018, City Council meeting.

Overview of Planned Unit Development (PUD) Overlay Process and Standards

Purpose

LUC Section 4.29 contains standards for PUD Overlays. The purpose of the PUD process is to encourage coordinated master planning of large, multi-phased development projects over 50 acres, coordinated master planning of large projects and innovative design while meeting community goals, without being bound by all underlying City Land Use Code requirements. A PUD Master Plan is the written document associated with a PUD Overlay that sets forth the general development plan and the customized uses, densities, and development standards. Similar to an Overall Development Plan (ODP), a PUD Master Plan guides subsequent PDP development applications and provides greater predictability for both developers and the community over time.

The PUD process also allows applicants to propose modified engineering standards. Engineering staff is the ultimate decision maker on proposed variances to the Larimer County Urban Area Street Standards (LCUASS). In return for flexibility in land use and design, PUD Overlays must provide additional public benefit beyond a typical development and mitigate potential impacts on surrounding neighborhoods. The public benefit requirement for PUD Overlays differs from the public benefit requirement for Metropolitan Districts. Some of the potential public benefits identified in the PUD code section include:

a. Diversification in the use of land
b. Innovation in development
c. More efficient use of land and energy
d. Public amenities commensurate with the scope of the development
e. Furtherance of the City’s adopted plans and policies
f. Development patterns consistent with the principles and policies of the City’s Comprehensive Plan (City Plan) and adopted plans and policies.

Modifications, Variances and Vesting

Modifications and variances to land uses, densities, and development and engineering standards must meet the criteria for approval outlined in the PUD code section. The attached staff report (Attachment 1) dedicates significant discussion to the requested modifications for the Montava PUD. LUC Section 4.29(L) allows applicants to request extended vesting beyond the typical three-year vesting period otherwise specified in LUC Section 2.2.11(C)(2). Council’s consideration whether to grant extended vested rights is presented in a separate agenda item.

PUD Review Process
LUC Section 2.15 outlines the review process for PUD applications. Applicants must hold two neighborhood meetings: one prior to submittal of a formal development application and one after the first round of staff review. The Planning and Zoning Board is the decisionmaker on PUD applications from 50-640 acres in size. City Council is the decisionmaker on PUD applications over 640 acres, after the Planning and Zoning Board provides a recommendation to City Council. City Council is the decisionmaker for this application because the proposed Montava PUD development is larger than 640 acres in size.

**PUD Review Criteria**

In order to approve a proposed PUD Master Plan and PUD Overlay, the decision maker must find that it satisfies the following criteria:

a. The Master Plan achieves the purpose and objectives of the PUD ordinance
b. The Master Plan provides high quality urban design
c. The Master Plan will result in development generally in compliance with the principles and policies of the City's Comprehensive Plan and adopted plans and policies
d. The Master Plan will result in compatible design and use as well as public infrastructure and services, including public streets, sidewalks, drainage, trails, and utilities; and
e. The Master Plan is consistent with all applicable Land Use Code General Development Standards (Article 3) except to the extent that modifications or variances have been approved.

**Overview of Montava**

Two principal concepts form the foundation of Montava’s design: New Urbanism and Traditional Neighborhood Development. New Urbanism is an urban planning concept based on the principles of how cities traditionally developed before the advent of the car. Walkable blocks and streets, housing in close proximity to jobs and shopping, and accessible public spaces form the foundation of New Urbanist communities. Traditional Neighborhood Development (TND) is a related approach to urban planning that focuses on building walkable neighborhoods, closely linking housing with services and amenities that all residents need close to their home. Usually, TND incorporates a wide range of housing types and land uses that are integrated rather than segregated as is typical in the suburban style development pattern that predominates many communities. The tenets of TND apply at the neighborhood scale, generally, while New Urbanism can apply from the building scale up to the regional scale.

To achieve the goals of New Urbanism, Montava proposes the following:

- A series of phased developments organized by transect zones rather than the underlying zoning
- An interconnected network of streets and trails that accommodate all modes of travel
- Unique design standards for Montava
- Sites for schools, parks, and civic uses
- Integration of nature throughout the project, including a public Natural Area, ditch restoration, habitat enhancements, and stormwater improvements

In all, Montava could accommodate over 4,000 housing units and up to 750,000 square feet of non-residential uses.

**Compliance with the Land Use Code**

Montava proposes a form-based approach to regulation rather than a hybrid use and form-based approach found in the Land Use Code. Form based codes focus on design regulations to ensure all buildings fit into the context as opposed to focusing regulations on separate standards for different land uses. Rather than utilize zone districts to control for land use and design, Montava proposes a series of transect zones for the development, each with their own distinct characters. This would result in neighborhoods with a character unique to Montava rather than each land or development plan use having its own character.

The proposed PUD Master Plan Uses, Densities, and Development Standards section of the Master Plan...
(Attachment 6) outlines the proposed land uses, development densities, and design standards for each transect zone. Many of the proposed standards in this document replace sections of the Land Use Code. Montava seeks to replace the following Land Use Code standards with corresponding replacement standards identified in the right-hand column:

<table>
<thead>
<tr>
<th>Land Use Code Standard</th>
<th>Replacement/Modified Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site Planning and Design Standards</td>
<td></td>
</tr>
<tr>
<td>3.2.1(D)(1)(c) - Full Tree Stocking</td>
<td>Section 5.8 - Frontage</td>
</tr>
<tr>
<td>3.2.1(E)(1) - Buffering Between Incompatible Uses and Activities</td>
<td>Section 7.2 - Modifications to Land Use Code Standards</td>
</tr>
<tr>
<td>3.2.1(E)(2)(d) - Foundation Plantings</td>
<td>Section 7.2 - Modifications to Land Use Code Standards</td>
</tr>
<tr>
<td>3.2.1(E)(4)(b) - Parking Lot Perimeter Landscaping</td>
<td>Section 7.2 - Modifications to Land Use Code Standards</td>
</tr>
<tr>
<td>3.2.2(K) - Parking Lots - Required Number of Off-Street Spaces for Type of Use</td>
<td>Section 6.5 - Required Vehicular Parking</td>
</tr>
<tr>
<td>3.2.2(L) - Parking Stall Dimensions</td>
<td>Section 6.7 - Vehicular Parking Lot Design</td>
</tr>
<tr>
<td>3.2.3 - Solar Access, Orientation, Shading</td>
<td>N/A, remove standard</td>
</tr>
<tr>
<td>3.2.4 - Site Lighting</td>
<td>Section 5.12 - Exterior Lighting</td>
</tr>
<tr>
<td>Building Standards</td>
<td></td>
</tr>
<tr>
<td>3.5.1 - Building and Project Compatibility, all except (I) and (J)</td>
<td>Chapter 5 - Lots and Buildings, Chapter 9 - Architectural Character</td>
</tr>
<tr>
<td>3.5.2 - Residential Building Standards, all except (D)</td>
<td>Chapter 5 - Lots and Buildings</td>
</tr>
<tr>
<td>3.5.3 - Mixed-Use, Institutional and Commercial Buildings</td>
<td>Chapter 5 - Lots and Buildings</td>
</tr>
<tr>
<td>Supplementary Regulations</td>
<td></td>
</tr>
<tr>
<td>3.8.7 - Signs</td>
<td>Chapter 8 - Signage</td>
</tr>
<tr>
<td>3.8.8 - Lots</td>
<td>Chapter 5 - Lots and Buildings</td>
</tr>
<tr>
<td>3.8.9 - Yards</td>
<td>Chapter 5 - Lots and Buildings</td>
</tr>
<tr>
<td>3.8.10 - Single-Family and Two-Family Parking Requirements</td>
<td>Section 6.5 - Required Vehicular Parking</td>
</tr>
<tr>
<td>3.8.11 - Fences and Walls</td>
<td>Section 5.10 - Fencing and Walls</td>
</tr>
<tr>
<td>3.8.14 - Preemption Uses</td>
<td>Refer to the uses not permitted under Chapter 2 - Use, and to compliance with all development standards of the Montava PUD Master Plan Uses, Densities and Development Standards.</td>
</tr>
<tr>
<td>3.8.15 - Housing Model Variety</td>
<td>Chapter 5 - Lots and Buildings</td>
</tr>
<tr>
<td>3.8.17 - Building Height</td>
<td>Section 5.6 - Height</td>
</tr>
<tr>
<td>3.8.19 - Setback Regulations</td>
<td>Section 5.5 - Setbacks</td>
</tr>
<tr>
<td>3.8.25 - Permitted Uses; Abandonment Period/Reconstruction of Permitted Uses</td>
<td>Refer to the applicable standards of the Montava PUD Master Plan Uses, Densities, and Development Standards</td>
</tr>
<tr>
<td>3.8.26 - Buffering for Residential and High Occupancy Building Units</td>
<td>Oil and Gas modification request, Attachment 7</td>
</tr>
<tr>
<td>3.8.28 - Extra Occupancy Rental House Regulations</td>
<td>Allow extra occupancy rental houses in Transect T4 subject to the occupancy limits and separation requirements of the LMN zone, and modified to allow extra occupancy rental houses in Transect T5 subject to the occupancy limits and separation requirements of the MMN zone, with both subject to basic development review and the occupancy restriction contained in Chapter 2, Section 2.3.5 of the Montava PUD Master Plan Uses, Densities and Development Standards.</td>
</tr>
<tr>
<td>3.8.30 - Multi-family and Single-family Attached</td>
<td>Chapter 5 - Lots and Buildings, Chapter 10 - Civic Space</td>
</tr>
</tbody>
</table>
Agenda Item 1

Dwelling Development Standards

<table>
<thead>
<tr>
<th>Dwelling Development Standards</th>
<th>Chapter 2 - Use, Section 6.5 - Required Vehicular Parking</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.8.34 - Short Term Rentals</td>
<td></td>
</tr>
</tbody>
</table>

Zone District and Density Standards

| Division 4.5 - Low Density Mixed-Use Neighborhood District (LMN) | Chapters 2, 3, 5, and 9 |
| Division 4.27 - Employment District (E)                         | Chapters 2, 3, 5, and 9 |
| Division 4.28 - Industrial District (I)                        | Chapters 2, 3, 5, and 9 |

Attachment 2 outlines changes to the Master Plan since the Planning and Zoning Board hearing on August 15, 2019. These changes are not substantive and provide clarity on elements of the PUD Master Plan. As such, staff’s analysis has not changed based on these revisions. Pages 9-33 of the attached staff report (Attachment 1) outline staff’s analysis and findings of Montava’s approach to design, permitted land uses, and development densities. In summary, staff finds that the form-based regulations proposed by Montava are unique and innovative to Fort Collins and responsive to City Plan policies related to vibrant, mixed neighborhoods. All the proposed standards work in concert to create a comprehensive framework for development along with public improvements and amenities commensurate with the scope of development. Absent a PUD Master Plan for this area, northeast Fort Collins would likely develop in a piece-meal fashion, with little coordination among property owners. As such, staff finds that the Montava PUD Overlay complies with all relevant Land Use Code standards and recommends approval of the PUD Overlay and Master Plan, subject to the following conditions:

- Council approval of the proposed amendments to the Mountain Vista Subarea Plan, Master Street Plan, and Parks and Recreation Policy Plan;
- Developer compliance with conditions included in Ordinance No. 014, 2020 applicable to existing oil and gas wells on the property; and
- Developer compliance with conditions included in Ordinance No. 014, 2020 regarding parks and recreation.

Traffic

At the two required neighborhood meetings and the Planning and Zoning Board hearing, area residents noted existing traffic issues and raised concerns that the Montava project would negatively impact congestion and/or transportation safety. Montava submitted a Master Street Plan Amendment Report identifying the needed arterial roadway network to serve the area including, two new north/south arterials. Subsequently the applicant completed a Master Transportation Impact Study (TIS) identifying the overall impact of the proposal and whether buildout of the Master Street Plan and various intersection improvements would result in adequate public transportation facilities. Pages 11 and 12 of the attached staff report (Attachment 1) contain staff’s analysis related to the Master TIS. Staff finds that at the Master TIS level, the proposal will meet the Transportation Level of Service Requirements (LOS) of the Land Use Code with proposed amendments and improvements. The City will require more detailed and specific individual TIS reports utilizing current numbers with each phase of development. Timing of improvements will depend on scope, scale and impact of each phase; each Project Development Plan application must meet Adequate Public Facilities standards at that time for approval.

A significant concern is the amount of traffic on Country Club Road. Country Club Road is a collector roadway between State Highway 1 and roughly Turnberry Road and is currently the predominant connection between North College Avenue and northeast Fort Collins. Most of Country Club Road is outside of City limits and is in Larimer County’s jurisdiction. The City is sensitive to the impact on County roads and has requested that Montava cooperate to develop a transportation system that minimizes these impacts. This includes a more robust and higher capacity road system to the south (Turnberry, Timberline and Giddings) and West (Suniga) as alternatives to Country Club Road. In addition, the City will require Montava to include detailed intersection review of County intersections (such as Lemay/Country Club) to identify needed improvements. The City is also working cooperatively with the County to determine additional options for Country Club Road, and the appropriate proportional role of City development projects toward the implementation of identified changes. These improvements will be assessed as each phase of the Montava PUD is developed and Montava will
contribute based on the impacts of each phase.

**Oil and Gas Wells**

On September 4, 2018, City Council adopted Ordinance No. 114, 2018, amending the Land Use Code to require increased buffers for development around existing oil and gas facilities. The code changes increased the required buffer distance for residential development near existing oil and gas operations from 350 feet to 500 feet or the Colorado Oil and Gas Conservation Commission (COGCC) designated setback distance (whichever is greater), added a new 1,000-foot setback distance for high occupancy buildings near oil and gas operations, provided options for achieving reduced buffers from permanently plugged and abandoned oil and gas wells (no less than 150 feet), and created an additional means of disclosure to future property owners. The Montava application proposes a modification to this standard to allow for reduced oil and gas buffers of 150 feet from two on-site abandoned wells within the development. Both abandoned wells are located within the northern portion of the proposed Montava site. The Lind Farms No. 1 well is the western-most well and is from the mid-1970s. The Chandler No. 1 well is the eastern-most well and is from the mid-1920s.

The Montava applicant completed both a Phase I and Phase II Environmental Site Assessment (ESA) and worked to field-locate the two well sites prior to completion of soil, soil vapor and groundwater testing around the well sites. At the time of the Planning and Zoning Board hearing, all studies showed results demonstrating that the risk to human health or the environment did not exceed the US Environmental Protection Agency (USEPA), Colorado Department of Public Health and Environment (CDPHE) and Colorado Oil and Gas Conservation Commission (COGCC) requirements.

At the Planning and Zoning Board hearing, a board member raised concerns that the indicated locations of the two abandoned well sites might not be accurate, and the Board recommended a condition requiring that more definitive location techniques be used to find the wells. Since that hearing, City staff have coordinated with COGCC staff and the developer to conduct additional research and utilize alternative techniques to locate the wells. The result was new information showing that the Chandler No. 1 well, an orphan well, is further northwest. Montava site plans reflect this update and change. The Lind Farms No. 1 well (west well) identified location is accurate and unchanged. Excavation is planned to definitively locate each well in addition to permanent plugging and abandoning to current COGCC standards. **Staff recommends the following conditions of approval (which are included in Ordinance No. 014, 2020):**

1. Upon finding the locations of both abandoned wells using best available technology and excavation, Montava must update all drawings showing the new locations of the abandoned Lind Farms No. 1 and Chandler No. 1 well sites.
2. If the locations of the abandoned oil wells fall outside of the range of testing already performed for the Phase I and II ESAs, then Montava must re-test soils, soil vapors and groundwater at the new locations in accordance with LUC Section 3.8.26.
3. If all testing meets the requirements of the USEPA, CDPHE, COGCC, and Land Use Code, and the wells are permanently plugged and abandoned, then the 150-foot proposed buffer shall apply as determined by Director of Community Development and Neighborhood Services.
4. All proposed building and development must meet the buffer requirements of LUC Section 3.8.26 and no playgrounds, parks, recreational fields, community gathering spaces or structures other than those used for buffering and/or screening purposes shall be located within the reduced 150-foot buffers.

**Vesting**

The Montava PUD Overlay application also includes a request for extended vesting per LUC Section 4.29(K). LUC Section 2.2.11(C) grants vested property rights for a three-year period following the recording of a PUD Master Plan. Applicants for PUD Master Plans may request extended vested property rights for the Master Plan and any modified uses, densities and development standards, and variances from Engineering Design Standards. **Staff finds Montava's rationale for extended vesting meets the requirements of this Land Use Code section.** A separate agenda item presents the developer’s request for extended vesting.

**Plan Amendments**
City Plan allows for development applicants to request amendments to City Plan and elements thereof. City Council is the decision maker for requested amendments, and recommendations are required from boards and commissions that serve in an advisory capacity on topics relevant to the plan amendment. The Montava PUD Overlay application proposes amendments to three documents that are elements of City Plan:

- Mountain Vista Subarea Plan
- Master Street Plan
- Parks and Recreation Policy Plan

Pursuant to City Plan, minor amendments to elements of City Plan will be approved if the City Council finds that the existing City Plan element is in need of the proposed amendment and the proposed amendment will promote the public welfare and will be consistent with the vision, goals, principles and policies of City Plan and its elements.

**Mountain Vista Subarea Plan**

*Maintenance Plan Amendments*

The Montava application proposes a number of amendments to the Mountain Vista Framework Plan, including:

<table>
<thead>
<tr>
<th>Existing Framework Plan Map</th>
<th>Proposed Amendment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Half mile buffer between Anheuser-Busch and residential uses west of the brewery</td>
<td>Removal of buffer</td>
</tr>
<tr>
<td>Street network that reflects 2009 Master Street Plan</td>
<td>Updated Master Street Plan that reflects Montava PUD Master Plan</td>
</tr>
<tr>
<td>Land use predominantly employment and industrial</td>
<td>Land use predominantly mixed-use</td>
</tr>
</tbody>
</table>

Anheuser-Busch previously requested a buffer from residential uses during the Mountain Vista Subarea Plan process. This buffer would have taken the form of employment uses between Giddings Road and Anheuser-Busch, and this concept fit into the vision of providing opportunities for a large business center in northeast Fort Collins. Instead of a half-mile buffer containing employment uses, Montava shows a Natural Area and working farm along the east edge of the development. These features provide a buffer that varies in depth from approximately 480 feet up to a half mile. This buffer will help form a contiguous network of open space and trail connections, which will provide community-wide benefit. The working farm helps fulfill the Mountain Vista Subarea Plan’s desire for development that acknowledges the area’s agricultural heritage. Both the Natural Area and farm provide greater community benefit while providing relief between residential uses and Anheuser-Busch. Staff supports the amendment to remove the language recommending a half-mile buffer between Anheuser-Busch and any residential uses in the Mountain Vista Subarea Plan.

The Mountain Vista Subarea Framework Plan map shows the adopted Master Street Plan roadway designations. Montava proposes numerous changes to the Master Street Plan that would affect the location of arterial and collector roadways that are shown on the Framework Map. The amended Framework Plan map identifies the following changes:

- Mountain Vista Drive would extend to Turnberry Road
- Bar Harbor Drive would no longer continue through Montava
- Country Club Road would not connect through Montava as a collector
• Giddings Road would continue south and loop into Suniga Road

Section 5 of the Planning and Zoning Board staff report (Attachment 1) discussed compliance with the Master Street Plan and finds that the proposed amendments to the Master Street Plan are acceptable. As such, staff supports the changes to the street network on the Montava Framework Plan map.

The zoning and land use components of the Mountain Vista Subarea Framework Plan reflect the desire for a primary employment area in Mountain Vista. With Anheuser-Busch as a major employer and business anchor, the Mountain Vista Subarea Plan aimed to build upon Anheuser-Busch's presence and provide opportunities for businesses to locate near an interchange on I-25. Over the past two decades, however, commercial enterprises have shifted their preferences from large, suburban campuses to smaller spaces in a more urban context. The City Plan Trends and Forces Report evaluated employment and industrial lands citywide, concluding the following:

• Land in northeast Fort Collins requires significant infrastructure investment, deterring commercial and industrial development.
• Fort Collins has a surplus of 990 acres of land zoned for employment uses and 725 acres zoned for industrial uses based on build out of all vacant land by 2040.
• Compounding this issue is rising home prices in Fort Collins. Job growth in Fort Collins has outstripped wage growth and construction of new housing. Since 2010, employment in Larimer County grew by 3.2% annually while housing grew by 1.3% annually. Home prices during this same timeframe increased by 4.4% annually while median household income rose by just 1.8%.
• Current zoning will result in a shortage of 3,700 low-density housing units and 2,500 high-density housing units by 2040 with a 4,200-unit surplus of medium-density housing units.

This confluence of high job growth, low wage growth, and low housing production speaks to the need for rebalancing land set aside for employment uses versus residential uses citywide. Switching the land use mix to comprise predominantly residential uses with some employment and industrial opportunities provides greater balance to the overall land use pattern of Fort Collins and the Mountain Vista Subarea. **Staff supports allowing a greater amount of residential uses for Montava and amending the Framework Plan map to reflect this change.**

**Modify Policy MV-LU-1.1**

This policy states:

*The Mountain Vista subarea will provide approximately equal amounts of residential and non-residential land uses. This subarea’s northeast portion will include an Industrial and Employment business center adjacent to the existing Anheuser-Busch InBev brewery. A centrally-located Community Commercial District (CCD) will serve the surrounding mixed-use neighborhoods and business center. Primary civic uses are expected to include a community park, schools, a potential police substation, and a branch library. The remaining balance of this subarea contains residential uses.*

As discussed prior, Montava looks to build a series of neighborhoods with commercial, employment, and industrial uses as a secondary component to the development. While this reflects the overall vision of the Mountain Vista subarea, this is the reverse of what Policy MV-LU-1.1 prescribes. Based on the data from the City Plan Trends and Forces Report, fulfilling Policy MV-LU-1.1 as it is currently written would further exacerbate the trends of job growth oupacing housing production and may not be fully viable in northeast Fort Collins. The Transect Zone 5 section of the Montava PUD Master Plan and the Industrial district would still provide some opportunities for primary employers and industrial enterprises to locate in the Mountain Vista Subarea, so those uses would not be precluded by this development plan. Montava proposes 100 acres for light industrial users and could support 160,000 square feet of commercial uses and 400,000 square feet of office uses. Staff thus supports the proposed amendment to this policy.

The Mountain Vista Subarea Plan envisions mixed neighborhoods with a variety of housing opportunities, a commercial center, a large employment district and some industrial zoned land. The plan designates the area of
the Montava project primarily for employment and industrial uses. Instead, Montava proposes amending the plan to reduce the amount of employment and industrial zoned land and increase the amount of residential land. These changes necessitate amendments to the Framework Plan map and Policy MV-LU-1.1 in the subarea plan. **Staff recommends a condition of approval requiring Council’s adoption of the proposed Mountain Vista Subarea Plan amendments.**

**Master Street Plan**

The existing infrastructure in northeast Fort Collins is under-developed to serve future needs in the Mountain Vista Subarea. Due to these existing conditions, significant changes and improvements are necessary to accommodate future anticipated growth and regional traffic. The Montava PUD Overlay application proposes numerous changes to the Master Street Plan, as outlined in the table below. Page 2-2 of the attached Master Street Plan Amendment (Attachment 18) provides a map showing the proposed changes described below.

<table>
<thead>
<tr>
<th>Location</th>
<th>Request Type</th>
<th>Current MSP Designation</th>
<th>Recommended Designation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Timberline Road</td>
<td>Realignment</td>
<td>Four-Lane Arterial</td>
<td>Four-Lane Arterial</td>
</tr>
<tr>
<td>1. Conifer to Mountain</td>
<td>Addition</td>
<td>n/a</td>
<td>Two-Lane Arterial</td>
</tr>
<tr>
<td>Vista Drive 2. Mountain</td>
<td>Addition</td>
<td>n/a</td>
<td>Two-Lane Arterial</td>
</tr>
<tr>
<td>Vista Drive to Country</td>
<td>Addition</td>
<td>n/a</td>
<td>Two-Lane Arterial</td>
</tr>
<tr>
<td>Club Road 3. Country</td>
<td>Addition</td>
<td>n/a</td>
<td>Two-Lane Arterial</td>
</tr>
<tr>
<td>Club Road to Giddings</td>
<td>Addition</td>
<td>n/a</td>
<td>Two-Lane Arterial</td>
</tr>
<tr>
<td>Giddings Road</td>
<td>Addition</td>
<td>n/a</td>
<td>Two-Lane Arterial</td>
</tr>
<tr>
<td>4. Suniga Drive to Mountain Vista Drive</td>
<td>Realignment</td>
<td>Four-Lane Arterial</td>
<td>Four-Lane Arterial</td>
</tr>
<tr>
<td>Turnberry Road</td>
<td>Addition</td>
<td>n/a</td>
<td>Two-Lane Arterial</td>
</tr>
<tr>
<td>5. Mountain Vista Dr to</td>
<td>Realignment</td>
<td>Two-Lane Collector</td>
<td>Two-Lane Collector</td>
</tr>
<tr>
<td>Suniga Drive</td>
<td>Addition</td>
<td>n/a</td>
<td>Two-Lane Arterial</td>
</tr>
<tr>
<td>Mountain Vista Drive</td>
<td>Realignment</td>
<td>Two-Lane Collector</td>
<td>Two-Lane Collector</td>
</tr>
<tr>
<td>6. Giddings to Timberline</td>
<td>Addition</td>
<td>n/a</td>
<td>Two-Lane Collector</td>
</tr>
<tr>
<td>Road</td>
<td>Realignment</td>
<td>Four-Lane Arterial</td>
<td>Four-Lane Arterial</td>
</tr>
<tr>
<td>Conifer Street</td>
<td>Addition</td>
<td>n/a</td>
<td>Two-Lane Collector</td>
</tr>
<tr>
<td>7. Timberline to Giddings</td>
<td>Addition</td>
<td>n/a</td>
<td>Two-Lane Collector</td>
</tr>
<tr>
<td>Country Club Road</td>
<td>Realignment</td>
<td>Two-Lane Collector</td>
<td>Two-Lane Collector</td>
</tr>
<tr>
<td>8. Timberline Road to</td>
<td>Addition</td>
<td>n/a</td>
<td>Two-Lane Collector</td>
</tr>
<tr>
<td>Mountain Vista</td>
<td>Realignment</td>
<td>Two-Lane Collector</td>
<td>Two-Lane Collector</td>
</tr>
<tr>
<td>Maple Hill Road</td>
<td>Addition</td>
<td>n/a</td>
<td>Two-Lane Collector</td>
</tr>
<tr>
<td>9. Turnberry Road to</td>
<td>Realignment</td>
<td>Four-Lane Arterial</td>
<td>Four-Lane Arterial</td>
</tr>
<tr>
<td>Timberline Road</td>
<td>Addition, Reclass</td>
<td>n/a</td>
<td>Two-Lane Collector</td>
</tr>
<tr>
<td>Bar Harbor Drive¹</td>
<td>Deletion</td>
<td>Two-Lane Collector</td>
<td>n/a</td>
</tr>
<tr>
<td>10. Country Club Road to</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Conifer</td>
<td>Realignment</td>
<td>Two-Lane Collector</td>
<td>Two-Lane Arterial</td>
</tr>
<tr>
<td>Vine Drive²</td>
<td>Realignment</td>
<td>Two-Lane Arterial</td>
<td>Two-Lane Arterial</td>
</tr>
<tr>
<td>11. Connection to Suniga</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Canal Access Road</td>
<td>Deletion</td>
<td>Two-Lane Collector</td>
<td>n/a</td>
</tr>
<tr>
<td>12. Vine Dr to Busch Dr</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Various Collectors</td>
<td>Addition</td>
<td>Two-Lane Collector</td>
<td>Two-Lane Collector</td>
</tr>
<tr>
<td>13. Within the Montava</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>development</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Notes:**
1. In addition to the roadway deletion between Country Club and Mountain Vista, City staff recommends deleting Bar Harbor between Mountain Vista and Conifer, future development will determine a future collector location.
2. Vine Drive is not detailed in the technical report but is included in this request, final alignment is to be determined.

The PUD Master Plan also indicates either the widening or construction of these roadways, in conformance with the proposed Master Street Plan amendments. The Montava PUD Overlay demonstrates compliance with the concept of a network of public streets serving development that provides internal and external connectivity. **Staff recommends a condition of approval making approval of the PUD Overlay contingent upon Council adopting these proposed amendments to the Master Street Plan.**
Parks and Recreation Policy Plan

Section 3.4.8(C) requires compliance with the Parks and Recreation Policy Plan. Section 5 of the staff report (Attachment 1) analyzes Montava against the requirements of the Parks and Recreation Policy Plan. **Staff finds Montava to comply with the Parks and Recreation Policy Plan if City Council adopts an amendment to this plan requiring an 80-100-acre park in northeast Fort Collins.**

**FINDINGS OF FACT**

In evaluating the request for the proposed Montava PUD Overlay and Master Plan, staff makes the following findings of fact:

**A.** The PUD Master Plan complies with the process located in Land Use Code Division 2.2 - Common Development Review Procedures for Development Applications of Article 2 - Administration and Division 2.15 - Planned Unit Development Overlay Review Procedure.

**B.** The PUD Master Plan complies with relevant standards of Land Use Code Article 3 - General Development Standards, subject to the following conditions of approval:

1. Approval is contingent upon City Council adopting the proposed amendments to the Parks and Recreation Policy Plan as proposed by the Montava PUD Master Plan.
2. Approval is contingent upon City Council adopting the proposed amendments to the Master Street Plan as proposed by the Montava PUD Master Plan.
3. Prior to the approval of any Project Development Plan within the Montava PUD Master Plan for any phase of development that includes a residential dwelling within 500’, or a high occupancy building unit within 1000’, of the Lind Farms or Chandler well bores respectively, the Developer shall cause the well at each such location to be plugged or replugged, as applicable, and abandoned by a qualified professional in accordance with the process set forth in Section 11.2.6 of the Montava PUD Master Plan Uses, Densities, and Development Standards. Evidence of the plugging or replugging, as applicable, and abandonment of a well shall be provided to the City.
4. The Developer shall for a period five (5) years after the plugging or replugging, as applicable, of the Lind Farms or Chandler well respectively, complete annual soil and groundwater monitoring at each such location in accordance with the Sampling and Monitoring Plan approved pursuant to Section 11.3.2 of the Montava PUD Master Plan Uses, Densities, and Development Standards. The results of the annual monitoring shall be provided to the City. In the event that the results of the annual monitoring indicate that the soil, gas and/or groundwater quality has been adversely impacted in the vicinity of a plugged well, the Developer shall take reasonable and appropriate steps to address any such condition in accordance with the following applicable regulations: United States Environmental Protection Agency (“USEPA”) Residential Soil Regional Screening Levels; Colorado Department of Public Health and Environment’s (“CDPHE”) Groundwater Protection Values Soil Cleanup levels, and Colorado Oil and Gas Conservation Commission 900 Series Rule Table 910-1 screening levels (as to soil); and USEPA Maximum Contaminant Limits; and CDPHE Groundwater Organic Standards (as to groundwater).
5. The PUD Master Plan, and subsequent PDPs for phased development, will include the following grade-separated pedestrian and trail crossings, including one which connects non-contiguous parkland:

i) Grade-separated pedestrian and trail underpass crossings will be provided by the Developer at locations #2 and #3 as shown on the attached map. The design of such crossings shall be reasonable and feasible under all the circumstances and shall consider the feasible preservation of useable parkland and the provision of convenient, safe and attractive pedestrian access. Crossing design to be mutually agreed to before PDP approval for the relevant phase(s) of the development.

ii) The Montava PUD Master Plan identifies grade-separated pedestrian and trail underpass crossings at locations #1 and #4 on the attached map. The Developer acknowledges that an equitable, proportionate share of the design and construction cost of such underpass crossings will be necessary; such cost sharing shall be identified and mutually agreed upon before PDP approval of the relevant phase(s) of the development, recognizing that adjacent developments and the City (Park Planning & Development) should equitably and proportionately share in such cost.
iii) At-grade crossings have been identified within the Montava PUD Master Plan. Dependent upon City funding availability, among other elements, Park Planning & Development desires to keep the option open for potential grade-separated crossings at these locations. Therefore, the Developer agrees to engage in good faith negotiations with the City for the acquisition by the City of potential easements for any such grade separated crossings as well as the design of any such crossings.

6. A public access and trail easement along the proposed #8 ditch corridor will be provided by Developer between trail crossings #1 and #4. As indicated conceptually in the Master Plan and the cross-section on the attached exhibit, the trail and ditch north of the Community Park will be designed to create a wider, more natural experience. South of the park and adjacent to the Town Center, the trail and ditch are planned as a narrower section designed to facilitate connections into the adjacent neighborhoods and mixed-use areas and with the ditch in close proximity of North Timberline Road to facilitate ditch maintenance. Final design of the trail, ditch, ditch maintenance access and associated easement widths, along with equitable and proportionate cost sharing for design and construction of the trail, will be determined at the time of PDP for the relevant phase(s) of the development.

7. Developer will make #8 ditch improvements through the park site, including shallow sloped vegetated banks reasonably suitable for a park environment and consistent with the cross-sections included in the PUD Master Plan and shown on the attached map. The Developer and Park Planning & Development staff will work together on the design for this work, to be agreed upon before PDP approval for the relevant phase(s) of the development.

8. Developer will work cooperatively with the City to include a minimum 25,000 SF community recreation center with shared parking as a part of the Town Center included in the Montava PUD Master Plan. A site for the City owned and operated recreation center will be identified by the developer and discussed with Recreation staff prior to submitting a PDP for the relevant phase(s) of the development. It is the intent of the Developer and City to engage in good faith negotiation for an option to purchase by the City or otherwise for the City to acquire a mutually agreeable site.

9. If a shared irrigation pond is agreed upon between the City and the Developer and/or Poudre School District, the pond must be located proportionally on Developer and/or Poudre School District property, in addition to park property.

i) Park Planning & Development staff desires to incorporate a park district maintenance facility on the park property. The Developer agrees to cooperatively participate with City staff in outreach to surrounding neighborhoods and HOA representative(s) with regard to such maintenance facility.

C. The PUD Master Plan complies with relevant standards located in Land Use Code Division 4.29 Planned Unit Development (PUD) Overlay of Article 4 - Districts, subject to the following condition of approval:

1. Approval is contingent upon City Council adopting the proposed amendments to the Mountain Vista Subarea Plan, Master Street Plan and Parks and Recreation Policy Plan as proposed by the Montava PUD Master Plan.

D. The proposed Mountain Vista Subarea Plan amendment complies with the Minor Amendment criteria of City Plan.

E. The proposed Master Street Plan amendment complies with the Minor Amendment criteria of City Plan.

F. The proposed Parks and Recreation Policy Plan amendment complies with the Minor Amendment criteria of City Plan.

BOARD / COMMISSION RECOMMENDATION

Staff sought recommendations from the Planning and Zoning Board, Transportation Board, and Parks and Recreation Board for various elements of the Montava PUD Overlay and associated plan amendments.

Planning and Zoning Board

Item # 1 Page 12
Agenda Item 1

The Planning and Zoning Board considered the Montava PUD along with all three plan amendments on August 15, 2019. (Attachment 10) Discussion focused on traffic, the size of the proposed park, and the location of oil and gas wells on and near the Montava property. Staff recommended the following conditions of approval at the Planning and Zoning Board hearing:

- Approval is contingent upon City Council adopting the proposed amendments to the Parks and Recreation Policy Plan as proposed by the Montava PUD Master Plan.
- Approval is contingent upon City Council adopting the proposed amendments to the Master Street Plan as proposed by the Montava PUD Master Plan.
- Approval is contingent upon City Council adopting the proposed amendments to the Mountain Vista Subarea Plan, Master Street Plan and Parks and Recreation Policy Plan as proposed by the Montava PUD Master Plan.
- The PUD Master Plan, and subsequent Project Development Plans (PDPs) for phased development, will include the following grade-separated pedestrian and trail crossings, including one which connects non-contiguous parkland:
  - Grade-separated pedestrian and trail underpass crossings will be provided by the Developer at locations #2 and #3 as shown on the attached map. The design of such crossings shall be reasonable and feasible under all the circumstances and shall consider the feasible preservation of useable parkland and the provision of convenient, safe and attractive pedestrian access. Crossing design to be mutually agreed to before PDP approval for the relevant phase(s) of the development.
  - The Montava PUD Master Plan identifies grade-separated pedestrian and trail underpass crossings at locations #1 and #4 on the attached map. The Developer acknowledges that an equitable, proportionate share of the design and construction cost of such underpass crossings will be necessary; such cost sharing shall be identified and mutually agreed upon before PDP approval of the relevant phase(s) of the development, recognizing that adjacent developments and the City (Park Planning & Development) should equitably and proportionately share in such cost.
  - At-grade crossings have been identified within the Montava PUD Master Plan. Dependent upon City funding availability, among other elements, Park Planning & Development desires to keep the option open for potential grade-separated crossings at these locations. Therefore, the Developer agrees to engage in good faith negotiations with the City for the acquisition by the City of potential easements for any such grade separated crossings as well as the design of any such crossings.
- A public access and trail easement along the proposed #8 ditch corridor will be provided by Developer between trail crossings #1 and #4. As indicated conceptually in the Master Plan and the cross-section on the attached exhibit, the trail and ditch north of the Community Park will be designed to create a wider, more natural experience. South of the park and adjacent to the Town Center, the trail and ditch are planned as a narrower section designed to facilitate connections into the adjacent neighborhoods and mixed-use areas and with the ditch in close proximity of North Timberline Road to facilitate ditch maintenance. Final design of the trail, ditch, ditch maintenance access and associated easement widths, along with equitable and proportionate cost sharing for design and construction of the trail, will be determined at the time of PDP for the relevant phase(s) of the development.
- Developer will make #8 ditch improvements through the park site, including shallow sloped vegetated banks reasonably suitable for a park environment and consistent with the cross-sections included in the PUD Master Plan and shown on the attached map. The Developer and Park Planning & Development staff will work together on the design for this work, to be agreed upon before PDP approval for the relevant phase(s) of the development.
- Developer will work cooperatively with the City to include a minimum 25,000 SF community recreation center with shared parking as a part of the Town Center included in the Montava PUD Master Plan. A site for the City owned and operated recreation center will be identified by the developer and discussed with Recreation staff prior to submitting a PDP for the relevant phase(s) of the development. It is the intent of the Developer and City to engage in good faith negotiation for an option to purchase by the City or otherwise for the City to acquire a mutually agreeable site.
- If a shared irrigation pond is agreed upon between the City and the Developer and/or Poudre School
District, the pond must be located proportionally on Developer and/or Poudre School District property, in addition to park property.

- Park Planning & Development staff desires to incorporate a park district maintenance facility on the park property. The Developer agrees to cooperatively participate with City staff in outreach to surrounding neighborhoods and HOA representative(s) with regard to such maintenance facility.

The Board unanimously recommended approval of Montava and associated plan amendments with the following condition in addition to all conditions recommended by staff:

- Prior to the approval of any Project Development Plan within the Montava PUD Master Plan for any phase of development that includes a residential dwelling within 500', or a high occupancy building unit within 1000', of the Lind Farms or Chandler well bores respectively, the Developer shall cause the well at each such location to be plugged or replugged, as applicable, and abandoned by a qualified professional in accordance with the process set forth in Section 11.2.6 of the Montava PUD Master Plan Uses, Densities, and Development Standards. Evidence of the plugging or replugging, as applicable, and abandonment of a well shall be provided to the City.

- The Developer shall for a period five (5) years after the plugging or replugging, as applicable, of the Lind Farms or Chandler well respectively, complete annual soil and groundwater monitoring at each such location in accordance with the Sampling and Monitoring Plan approved pursuant to Section 11.3.2 of the Montava PUD Master Plan Uses, Densities, and Development Standards. The results of the annual monitoring shall be provided to the City. In the event that the results of the annual monitoring indicate that the soil, gas and/or groundwater quality has been adversely impacted in the vicinity of a plugged well, the Developer shall take reasonable and appropriate steps to address any such condition in accordance with the following applicable regulations: United States Environmental Protection Agency (“USEPA”) Residential Soil Regional Screening Levels; Colorado Department of Public Health and Environment’s (“CDPHE”) Groundwater Protection Values Soil Cleanup levels, and Colorado Oil and Gas Conservation Commission 900 Series Rule Table 910-1 screening levels (as to soil); and USEPA Maximum Contaminant Limits; and CDPHE Groundwater Organic Standards (as to groundwater).

Transportation Board

The Transportation Board considered the proposed amendments to the Master Street Plan for the Montava PUD Overlay on January 16, 2019. (Attachment 11) Most of the discussion regarded the proposed alignment of Conifer Street and whether this connection should be included on the Master Street Plan at this time. The Board voted unanimously to recommend approval of the proposed Master Street Plan changes, with the exception of two changes. After a subsequent vote, all members of the Transportation Board recommended approval of the two Master Street Plan amendments subject to additional discussion.

Parks and Recreation Board

On August 28, 2019, the Parks and Recreation Board considered the proposed amendment to the Parks and Recreation Policy Plan for the Montava PUD Overlay. Park Planning and Development staff recommended the same conditions of approval proposed at the Planning and Zoning Board hearing reference above. The Parks and Recreation Board was concerned about the cost of acquiring land for the park and strengthening the language found in the conditions of approval as presented at the Planning and Zoning Board. The Parks and Recreation Board voted 7-1 to recommend approval of amending the Parks and Recreation Policy Plan to include a Northeast Community Park of 80-100 acres, with the conditions recommended by Park Planning and Development Staff and additional conditions of approval to replace the word “will” with “shall” and that the land be negotiated for purchase at appropriate 2019 prices. (Attachment 16)

PUBLIC OUTREACH

Staff convened two neighborhood meetings for the Montava PUD Overlay in accordance with Land Use Code requirements on October 11, 2018, and December 19, 2018. See Attachment 7 for neighborhood meeting summaries. Neighbors expressed concern about the following elements of Montava:
Agenda Item 1

- Traffic on Timberline Road and Country Club Road
- Potential for truck traffic to spill onto Waterglen Drive
- Pedestrian connections along irrigation ditches
- Poor cell coverage in northeast Fort Collins
- Stormwater drainage impacting nearby properties
- Impact of Turnberry Road extension on existing neighborhoods and adjacent property owners
- Coordination with Larimer County and the Colorado Department of Transportation
- Impact to utility providers
- Viability of the development
- Phasing plan

Staff also invited those interested in Montava to provide their feedback online at <http://ourcity.fcgov.com/montava>. Ten interested parties provided comments online. These comments addressed:

- Traffic
- Need for a grocery store
- Question about provision of affordable housing
- Bicycle connectivity
- Street intersection treatments (roundabouts vs. traffic signals)

The Montava applicant presented at the Super Board and Commission meeting on February 4, 2019. These meetings provide members of all boards and commissions to provide input and request further meetings to discuss issues of citywide importance. Attendees commented on the following:

- Question about how the development is getting water
- Curious about when the community will be completed
- Need for urgent care in that area of Fort Collins
- Question about if a more water efficient development could result in lower water dedications
- Bus service, retail, and the town center need to be prominent to allow residents in northeast Fort Collins the ability to accomplish their daily needs without getting in their car
- Question about how Montava will provide affordable housing
  - Would Habitat for Humanity be a partner?
  - How will units be affordable in perpetuity?
- Desire to keep housing prices attainable in the long-term
- Would Metro District assessment keep property values lower?
- Interest rates will play a large role in how Montava develops
- Question if Montava is within the Growth Management Area (GMA)

All public comments received for the Planning and Zoning Board hearing can be found in Attachment 7. All comments received after the Planning and Zoning Board hearing can be found in Attachment 15.
ATTACHMENTS

1. Staff Report, Planning and Zoning Board Hearing, August 15, 2019 (PDF)
2. Log of Revisions (PDF)
3. Montava PUD Master Plan Summary (this document is part of Exhibit A to Ordinance No. 014, 2020) (PDF)
4. PUD Master Plan Design Narrative (this document is part of Exhibit A to Ordinance No. 014, 2020) (PDF)
5. Montava PUD Master Plan, Sheets 1-7 (this document is part of Exhibit A to Ordinance No. 014, 2020) (PDF)
6. PUD Master Plan Land Uses Densities and Development Standards (this document is part of Exhibit A to Ordinance No. 014, 2020) (PDF)
7. Documents submitted to the Planning and Zoning Board (PDF)
8. Montava Project Pre-Application hearing, December 13, 2017 (agenda materials and minutes) (PDF)
9. Resolution 2018-083 Approving Montava Metropolitan District Nos. 1-7 Consolidated Service Plan and Montava PUD Pre-Application Hearing, September 25, 2018 (agenda materials) (PDF)
10. Planning and Zoning Board minutes, August 15, 2019 (PDF)
11. Transportation Board minutes, January 16, 2019 (PDF)
12. Planning and Zoning Board Adopted Motions With Revised Oil and Gas Buffer Condition Language, August 15, 2019 (PDF)
13. Northeast Fort Collins Planning Discussion-Council Work Session, September 24, 2019 (agenda materials and staff summary) (PDF)
14. Mineral Rights Notice (PDF)
15. Public Comments Received After the Planning and Zoning Board Hearing (PDF)
16. Memorandum Regarding Parks and Recreation Policy Plan Amendment (PDF)
17. Mountain Vista Subarea Plan Amendment Request (PDF)
18. Master Street Plan Amendment Request (PDF)
19. Vested Property Rights Request (PDF)
20. Vesting Determination Memo (PDF)
21. Proposed Stormwater Improvements Agreement (PDF)
22. Proposed Natural Areas Agreement (PDF)
23. Staff Powerpoint presentation (PDF)
24. Ability to serve letters (PDF)
25. Second Notification of Mineral Estate Owners (PDF)
26. Proposed Parks Agreement (PDF)
27. Citizen comments received after December 10, 2019 (PDF)
A number of street bridges were constructed over canals and other waterways. In recent years, a new bridge was built along Timberline at the Larimer and Weld Canal. The new bridge will accommodate a widened Timberline Road and meet City standards.

**Interstate 25 Access**

This subarea is served by the northernmost Fort Collins interchange at Mountain Vista Drive. A diamond interchange, consistent with current Colorado Department of Transportation (CDOT) standards, was improved in the early 1980’s. No further improvements to this interchange are anticipated in the near future. General safety improvements to I-25 are planned as part of the *North I-25 Environmental Impact Statement* currently underway by CDOT.

The Master Street Plan currently recommends a future interchange at Vine Drive and I-25. This interchange was not included in the *North I-25 Environmental Impact Statement*. If future improvements are warranted and desired, a separate planning process is required prior to construction. This process would include the City of Fort Collins, the Town of Timnath, and CDOT.

**Bikeway System**

The bikeway system is largely made up of on-street bicycle lanes. Both the 2008 *Bicycle Plan* and the *Parks and Recreation Policy Plan* outline an extensive network of on- and off-street bicycle lanes and trails. This more robust system will occur along with development and available funding as new streets and trails are constructed. In recent years, the City has constructed improvements in advance of the off-street trails including a trail underpass at Richards Lake Road east of Turnberry Road.

**Transit Service**

Transfort Route 8 currently serves the western edge of this subarea. The bus route runs through northeast Fort Collins via Vine Drive, Lemay Avenue, Conifer Street and College Avenue. This provides connections to the River District, the Larimer County Department of Human Services, the North College Corridor, and Old Town Fort Collins. Transfort recently amended the route to include service to the new Northside Aztlan Community Center.

The 1999 Plan and the 2004 *Transportation Master Plan* identified Conifer Street as part of the Mountain Vista/North College Enhanced Travel Corridor. This corridor would provide safe, convenient, and direct travel with an emphasis on high-frequency transit service, and enhanced bicycle and pedestrian facilities.

## Framework Plan Objectives

The project team identified key design objectives to provide criteria and basis for updating the 1999 Plan. Objectives for land use, transportation and open lands include the following:

### LAND USE

**Create an Anheuser-Busch InBev Anchored Major Employment Center**

The northeast part of this subarea is anchored by the existing Anheuser-Busch InBev brewery, and will serve as a future major industrial and employment center for Fort Collins.

**Establish Buffer and Transition Between Industrial and Residential Areas**

An appropriate separation and buffer will be established between the industrial ABI brewery operation and nearby existing and future residential neighborhoods, extending about one mile. The Employment District will be expanded to provide this transition.

**Promote the Marketability of the Employment Center**

This northeast employment district is uniquely marketable with available large parcel sizes, direct access to an improved I-25 interchange, and railroad access.

**Centrally Locate the Community Commercial District**

A centrally-located Community Commercial District (CCD) will serve this subarea’s existing and future neighborhoods, schools, and business centers and not compete with regional retail uses along I-25.
CHAPTER 4
FRAMEWORK PLAN

Introduction

City Plan addresses community-wide issues and a long-term vision, which emphasizes compact urban form, with “Activity Centers” in transit-served areas, and an interconnected system of open lands. The Mountain Vista Framework Plan supports these community-wide concepts at a more detailed neighborhood level for this specific part of the city. The Framework Plan will be incorporated directly into the overall City Structure Plan, which is part of City Plan.

The centerpiece of the Mountain Vista Subarea Plan is a Framework Plan. This “framework” represents an integrated pattern of existing and future land use, transportation system, and network of open lands, all combined into a composite map establishing a guide for growth in this subarea. Key building blocks include existing and new residential neighborhoods, schools, parks, commercial centers, business center, and network of open lands. These destinations will be linked by a system of transportation corridors serving vehicular, transit, bicycle and pedestrian travel that provide a high level of connectivity, internally and to other destinations throughout the community.

This chapter is organized into three main sections including land use, transportation and open lands. The majority of this chapter relates to a comparison of the 1999 and 2009 Framework Plans.

Land Use

KEY ISSUES

The following land use issues were specifically addressed in the framework plan alternatives analysis as part of the planning process. The project team reviewed each of these issues both separately and as they pertain to the overall Mountain Vista Subarea Plan and Fort Collins at large.

Buffer and Transition Between Industrial and Residential Land Uses.
The 1999 Framework Plan established an approximate ½-mile separation between the Anheuser-Bush InBev brewery and residential uses to the west. Representatives of ABI requested increasing this separation between uses by expanding the Employment District. This increase will remove previously designated residential uses from ABI property and extend the buffer to approximately one mile. The objective of this recommendation is to reduce incompatible uses, strengthen the buffer and transition between uses, and provide a larger business center in this subarea.

Future Community Park
The project team assessed a variety of options for the location and size of the future Community Park. A shared objective of both the City's Parks Planning Department and Poudre School District is to co-locate the school site with the future park to maximize facility-sharing opportunities. Discussion with area land owners adjacent to the school site has led to a preferred location and size similar to the 1999 Plan. The current alignment of Mountain Vista Drive would be impacted by the location of a portion of the park south of this street.

Size and Location of Community Commercial District
The 1999 Plan included an 80-acre Community Commercial District. At that time the land use market analysis recommended support for a combination of neighborhood and regional retail uses. The updated analysis suggests market support for a smaller center focusing more on neighborhood-oriented retail and a mix of other uses. As part of the planning process, the project team assessed different locations for this district.
February 3, 2020

Mr. Clay Frickey  
Redevelopment Program Manager  
222 LaPorte Avenue  
Fort Collins, CO 80521

Re: Montava PUD Master Plan

Dear Mr. Frickey:

I have reviewed the Montava PUD Master Plan, including the site plan layout, with proposed uses, and it is acceptable to us.

Thank you.

Sincerely,

[Signature]

Gene Bocis  
Senior General Manager, Anheuser-Busch Fort Collins Brewery
MEMORANDUM

DATE: February 3, 2020
TO: Mayor Troxell & City Councilmembers

THRU: Darin A. Atteberry, City Manager
       Jeff Mihelich, Deputy City Manager
       Caryn Champine, Director of Planning, Development and Transportation
       Tom Leeson, Director of Community Development and Neighborhood Services

FROM: Rebecca Everette, Development Review Manager
       Meaghan Overton, Senior City Planner

RE: Montava PUD Master Plan and Overlay – Notification of Future Phases

The purpose of this memo is to share information with City leadership about the overall plan for communication and details regarding the types of public notice and Council communication anticipated for future phases of the Montava Planned Unit Development (PUD) Master Plan and Overlay, in response to requests from City Councilmembers during the first reading of the Montava PUD ordinance.

In addition to meeting the legal requirements for public notice of development projects, staff recommends Council be updated when new project phases are submitted (indicating the start of a new quasi-judicial process) and when phases are approved or denied (indicating the opportunity for an appeal to City Council), and the neighborhoods be notified using variety of communication approaches described in greater detail below.

Background

The Montava Planned Unit Development (PUD) Master Plan and Overlay is the guiding framework for the largest development in the history of Fort Collins in terms of land area (999 acres). The PUD Master Plan proposes a phased approach to achieve buildout of the Montava community, which is planned to include approximately 4,200 dwelling units and approximately 450,000-750,000 square feet of commercial, industrial, and/or employment uses. Montava is expected to be developed in phases over 25+ years. If the Montava PUD Master Plan and Overlay is approved by City Council, the developer can then submit individual Project Development Plans (PDPs) for each phase of the Montava development.

Communications Plan: Overview

The Montava PUD Master Plan and Overlay is a long-term development project with community-wide impacts. To ensure that communication about key development milestones is consistent and comprehensive, staff has drafted this communications and public notice plan. The goals of the communications plan are as follows:

- Ensure proper legal notice as required by the Land Use Code
- Track the progress of Montava’s individual phases over time
- Provide regular updates to Council and the public when key development activities occur
- Clearly communicate opportunities for public input as they arise
If Council approves the Montava PUD Master Plan and Overlay, staff will initiate this communications plan with a press release. The press release will summarize Council’s decision and will contain information about how to receive project updates on future phases of the Montava development. The press release will be posted on the Montava website, sent to the existing Montava email notification list, and shared on social media.

Communications Plan: Public Notice Details and Enhancements

Section 2.2.6 of the Fort Collins Land Use Code outlines legal requirements for public notice of development projects. Staff proposes to continue following the provisions of Section 2.2.6 for future phases of the Montava PUD, which will be submitted as a series of discrete Project Development Plans (PDPs) over a period of 25+ years. In the event that the notification requirements in the Land Use Code are amended over time, staff proposes that those future changes would apply to future PDP submittals for the Montava PUD Master Plan.

The current notification provisions required by Section 2.2.6 include mailed notice, sign posting, and published notice (in a local newspaper) as shown in the table below. In addition, staff is proposing to enhance the public notice for future Montava Project Development Plan (PDP) submittals to ensure that both Council and interested members of the public are kept informed of key milestones, decisions, and opportunities for public input. These proposed enhancements include memoranda, web updates, email notification, and social media postings. Any costs associated with additional communications, beyond the legal notice required by code, would be borne by the City of Fort Collins rather than the developer.

Council will specifically be updated when new project phases are submitted (indicating the start of a new quasi-judicial process) and when phases are approved or denied (indicating the opportunity for an appeal to City Council). Because Council is in the position of reviewing PDPs on appeal, staff will consider quasi-judicial limitations when determining the appropriate information to provide to Council.

Staff recognizes that print media, social media, and other communication platforms may evolve significantly over the coming decades. The intent of this communication plan is to ensure information is readily available and accessible to those who need it, using a variety of communication approaches.

<table>
<thead>
<tr>
<th>DEVELOPMENT ACTIVITY</th>
<th>Mailed Notice</th>
<th>Sign Posted</th>
<th>Published Notice</th>
<th>Memo to Council</th>
<th>Web Update</th>
<th>Email Notification</th>
<th>Social Media Update¹</th>
</tr>
</thead>
<tbody>
<tr>
<td>Neighborhood Meeting</td>
<td>X</td>
<td>X</td>
<td>(X)</td>
<td>(X)</td>
<td>(X)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Opportunity for Public Input)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PDP Submittal</td>
<td>X</td>
<td>(X)</td>
<td>(X)</td>
<td>(X)</td>
<td>(X)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Informational)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Hearing</td>
<td>X</td>
<td>X</td>
<td></td>
<td>(X)</td>
<td>(X)</td>
<td>(X)</td>
<td>(X)</td>
</tr>
<tr>
<td>(Opportunity for Public Input)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Decision</td>
<td>(X)</td>
<td>(X)</td>
<td>(X)</td>
<td>(X)</td>
<td>(X)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Informational)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* = required legal notice, (X) = additional communications not required by Land Use Code, to be performed by the City, not the applicant.

¹ It is currently anticipated that NextDoor and Facebook would be the primary social media platforms used for Montava communications.

By providing these additional communications opportunities and methods, the City does not intend to create a new cause of action or liability for any party, nor will an inadvertent failure to provide such communication invalidate any action taken by the City.
Next Steps

Staff intends to implement this communications and public notice plan upon Council approval of the Montava PUD Master Plan and Overlay.
Luckily I just saw Gary Wockners' article in today's Coloradoan regarding Montava. I've been a resident of Ft. Collins since August of 2001 & I dearly love my city & state. Our city has grown incredibly since I moved here. It is my opinion Montava would NOT be a benefit to our beautiful city or our state. It's not our problem that they don't have access to affordable water for their project. That's an indication of really bad planning on their part! Not to mention what a project of that size would mean to our environment, wildlife & traffic, etc. Montava is a very bad idea!! Very bad!! Unfortunately I'm unable to attend the meeting this evening.

Victoria Reese
This hearing is a perfect example of what I was so animated and disgusted with out in the hall at last Tuesdays City Council 1/7/20 meeting. It was in response to the City Managers once again lame perennial response to Nancy York's plea on climate disruption and transportation issues as well as the Sex trafficking. issues made by others. We are not allowed to respond to the responses at hand and are left to trust the council to question them on our behalf. So I'm here tonight to directly bridge these issues.

You've heard me before say this before. Your triple bottom line approach to these issues is impotent in solving any of these growth problems. It is a line to the bottom. (I Challenge you to to show us otherwise)

Tonight is the prime example. Why do the developers, re-developers, multinationals and resource extractors of all kinds always get their issues, (with ts crossed and i's dotted, subsidies in place), taken care of in the usual couple of years(post haste) while we linger perennially with houselessness, poor wages, filling jails, embarrassing public transportation issues. worsening air, and water issues and in general a failing environment supporting all life.

All of these issues where present 20 years ago and have a received nearly the same response from City Mrg then that was given 1/7/2020 Are these not why you made a Climate emergency resolution?

When are you going to realize that you're in a cult. A cult that Believes that it can grow more food, to grow more people, to enslave more souls, to sell more stuff to at all costs, endlessly or to a created Armageddon. "I really mean it when I say we have to "fundamentally change who we are". We need a full deprogramming. No amount of green "things" or carbon sequestration or new programming is going to get us on a different path. We need a full deprogramming." Jason Gerhardt colleague. I'm asking you Scratch this development as proposed for all the reasons those opposed to it as you've heard or will hear.

It's already obsolete if you have to plug it in. You can do way better.

On Tue, Jan 14, 2020 at 3:12 PM John Anderson <cowormman@frii.com> wrote:
Thank you for your attention Delynn

Dear Council,

I am writing to comment on the new planned development Montava. First, I want to say that construction feeds my family. I am pro construction. We live across the street from Tavelli Elementary. When traffic backs up on Lemay and Country Club, the traffic routes through our residential neighborhood. Our neighborhood does not have sidewalks. Tavelli does not have adequate parking lots. The result is significant pedestrian traffic in the street. The Montava review process did not seem to take Country Club into account even though any google map from the development area directs people along that route to get to, well basically, anything short of DIA or Denver. The development design is great, if it’s built to plan it will be awesome, truly. The question is what the interim impact is to surrounding neighborhoods and is it fair to ask them to bear the cost of higher traffic and potentially unsafe neighborhoods for our children while this project is building the density it needs to support the local commercial area as intended.

This is a small story that points to a larger issue. It’s time to start implementing the vision from Fort Collins’s Transit Master Plan instead of just referring to it as some future panacea. It may be that construction projects will only continue to get more expensive and waiting for a good time will never materialize.

If the review process is willing to spread these non-monetized costs to existing residents, might it also be making similar oversights regarding utility offerings? The city bumped commercial and HOA water rates 3-fold last year after leaving them stagnant for 20 years. Is there a chance they are still below market? If you approve now and offer a water solution, might you be selling city resources short?

Water, choice community and safety are the currency here. If we are all to benefit the city needs to make hard decisions around keeping existing citizens safe and supported while facilitating new growth. Even a significant deposit from this development will not solve those problems. Maybe it’s time to revisit the approval process up north until all the costs are on the table and the community supports the benefits.

I am pro construction, I am also pro children, pro safe streets and pro good planning. Unfortunately for this project it has brought some serious regional deficiencies to the foreground. I hope we take advantage and focus on some real solutions that make projects like this a positive instead of a concern.

Thanks much

Lorin Bridger, Tavelli neighborhood
Why do we need to subsidize an out of state corporate entity? Why is this ever a benefit when the texans conglomerate gets to run away with the profiteering our our taxes money. Last I heard we still get to vote. The people will be watching.

Sent from my iPhone
Dear City Council,

I am unable to attend the council meeting tonight, but I do wish to express my consideration for tonight's agenda. I feel The Montava Planned Unit Development and Overlay is a half-baked idea for this Texas-based company who wishes to get rich quick at the expense of the community of Fort Collins. They are asking for extreme concessions on behalf of the City. This will impact so much of this entire community even though it is out in the NE part of town. After reading about this planned development, I feel that the impact of the ecology will be very detrimental to the community. My husband and I grew-up in Boulder in the 50s-80s. The Boulder Council tried to anticipate the growth with allowing for green space, but the traffic and parking is a total disaster. We left in 1980 because it was no longer a community where we wished to raise our children. The "haze" that one sees against Fort Collins' front range occasionally, has been characteristic of Boulder's air-quality for the last 30 years. I totally understand there will be growth and progress to the Fort Collins community, but allowing a planned development that is already asking for an extension of 22 years to the PUD code is not reasonable. They wish for the Council to amend the Land Use Code. They refer to New Urbanism, but they wish a waiver on water (which does not exist) to this rural farmland. Traffic will be horrible and I can only guess that the "Urban" transportation system needed to get into "town" will be years and years in the future. And, I am sure Montava will not be financing it; neither will the state or federal government be expanding I 25. I just wonder how many hours they have spent at the 4 way stop on Vine and Timberline trying to get to town. That one intersection is a major reason why we purchased a home in SE Fort Collins. This corporation needs go back to the drawing board and adopt a plan that is good for the community. Please cast your votes as negative in tonight's meeting for these agenda item. Thank you.

Regards,

Mary Clifford

Mary Clifford
2944 Golden Harvest Lane
Fort Collins, CO 80528
630.708.7017 (Google Voice)
630.841.7738 (Cell)
From: Sally Dunphy
To: City Leaders
Subject: "no" on Montava water subsidy
Date: Wednesday, January 15, 2020 12:26:54 PM

please.

Sally Dunphy
970 217 0871
Dear City Council Member Gutkowski,

Our names are Peter and Caroline Dundee and we live at 2469 Marshfield Lane, Fort Collins 80524. We watched the Council meeting dealing with Montava in its entirety last night and were very pleased to see that you asked many pertinent questions as did Ross Cunniff and did not get blindsided by the proposed glitz and glamour of this huge development. Most of the Council members are dismissing a lot of the issues. I live where this will connect and much of the traffic will come right through my neighborhood, Maplehill is 3 houses south of our house, this connection to Montava will separate our local park from our Community pool and become a major arterial road. Why can we not link by road, trails only, Maplehill and Country Club to this development instead improve Timberline all the way to Prospect including a railroad bridge to take all the traffic away from Turnberry and Country Club, no extension of Turnberry is then needed at all. Most of the area needed to improve Timberline is open and only 2 bridges need to be widened. Timberline could link to Suninga when and if that goes in. This takes the traffic away from existing residential areas and gives access to the Interstate and North Fort Collins via Suninga and Vine as well as Old Town, Walmart, Safeway, plus south Fort Collins as well. This seems a far better solution to us. We as many neighbors mentioned are paying a much higher rate for our water and if Montava can get a cheaper price, why not us too?, should it not include all Fort Collins residents?. It sounded to me as if we are paying County water prices, but are controlled by the City ordinances?. Please correct me if I am wrong.

North East Fort Collins is a unique section of Fort Collins primed to see sweeping changes in the next 20 years. Development and growth of Fort Collins is inevitable.

With proper planning, foresight, and strategic vision, North East Fort Collins can become a cultural hub with vibrant community, distinctive art, music, and businesses, convenient, responsible, and reliable transportation options, and amenities that rival Old Town.
However, if things continue as they are, North East Fort Collins may never receive the attention it deserves. Development will occur without a cohesive vision and the patchwork allocation of services, amenities, and transportation options will continue to fester. Failing to take advantage of this unique chance to guide North East Fort Collins to a brighter future will rob our communities of the vibrancy, attention, and opportunities they deserve.

Residents of North East Fort Collins face some unique challenges which don’t affect many other portions of Fort Collins:

Severe Traffic Issues
One main overtaxed thoroughfare for over 1,000 homes to reach the Elementary School and only local grocery store (Country Club Road) Almost a decade before Conifer and Suniga connect through to Turnberry Almost a decade before a railroad-crossing-free route into Old Town

Amenities Accessible Only By Car
Schools, Library, Hospitals, Healthcare Services, and Restaurants Large regional park (closest is City Park) Completed neighborhood parks (1 completed neighborhood park North of Vine)
Grocery store (2 grocery stores) Staple goods store/general shopping Boundary/Service Areas shared with Larimer County Missing sidewalks, bike lanes, buried power lines in many areas Isolated neighborhoods that receive minimal attention from elected officials

Reduced Access to City Services
Police services diminished (fewer patrols) Sewer service costs 3x the City average
No connection to the Poudre Trail or larger trail system
No parking services, must call FCPD
No public transportation options North of Vine
No rebates for water-saving features, xeriscaping, etc

Please help us address these issues. Development will occur and the City has an opportunity now to help create the infrastructure and foundations our communities deserve. Help us plan responsibly for the future.

Thank you,

Peter and Caroline Dundee

2469 Marshfield Lane,

Fort Collins, CO 80524

970 682 2656
Very interesting, to say the least.
As I wrote you yesterday, the Mondava concept is very attractive. A self-contained mini-city, no need to leave except perhaps for vacations. Yet the developer projected how many thousand vehicles leaving and re-entering it on a daily basis? That just doesn't compute.

Affordable housing units - around 100 out of 1000 (at the 60% AMI hammered out in the waning hours), and they won't be available for several years at best. Long-term an acceptable option perhaps, short-term no help whatsoever.

I realize that to even discuss all the problems around this development plan, you had to approve the PUD initial step. Special thanks to Kristin Stephens for requesting that Council members will be included as big decisions come up during the planning and building phases. City staff have to follow black-and-white guidelines in approving projects, but those guidelines are not perfect for every situation. Especially in such a project as this, never encountered previously, a larger view must be considered.

After perusing the City boundaries map this morning, I notice that Fort Collins' flagpole annexations over the years kept adding subdivisions whose only access was county roads. Also carved around mobile home parks, which are your best companion to affordable housing. I realize you are currently looking at MHP issues, now that the State has a new program to support owners of manufactured housing. I'm definitely looking forward to your decisions on this topic.

Previous Councils have been kicking District 1 down the road for decades. Please do not follow in their footsteps.

Donna Sprague - 80524 resident for 15 years, have resided in Fort Collins and Windsor since 1974
Thank you Council Member Pignataro,

We are hosting a North East Fort Collins vision planning session on Wednesday, January 29th, 5:30PM at Block 1 in concert with local HOAs and the Neighborhood Services staff to help alleviate some of this educational burden. More info: https://northeastfoco.com/

This process education is often difficult for independent homeowners to gain access to and frequently occurs piecemeal... and so our group hopes to help accelerate the process.

On that note: City Staff and the Council are incredibly helpful, but even I've run into roadblocks trying to access information about how 3rd party utility providers areas are set and how interactions work with the city, and if it's possible for residents to petition for a change of service providers.

Competition is a good thing - North East Fort Collins residents are all already paying the costs to our service provider for investments in speculative development... opening up the door for developers like Montava to bid out utility services **should** subsequently open up the door for neighborhoods like mine (Maple Hill) and nearby neighborhoods (Lind, Richards Lake, and Storybook) to do the same. To be clear: all developers **should** have that right if there's any hope at realistically achieving the affordable housing goals in North East Fort Collins.

Expansion of the city's water-smart rebate programs into ELCO's service area (* and backdating! *) would be a huge step at helping North East Fort Collins residents achieve parity with their peers elsewhere in the city.

We're well within the city limits and a transparent, resident-focused partnership between the City and the 3rd party utility districts can only be a good thing for ALL ratepayers in the city. Sharing capacity, joint resolutions on best practices on cost reduction for ratepayers, leveraging investments or infrastructure costs within city limits... if any of this has been discussed between the City and 3rd party providers, I can't get access to it.

It's super frustrating as a homeowner and resident to receive stock answers or be deflected for legal concerns when asking process questions like "How did the boundaries get set and how can they be changed? What would the process look like?" -- **so I am very supportive of Mr. Atteberry's transparency memo comment and commitment from Mayor Troxell to follow-up.**

An open, moderated, public meeting between City Staff, City Council, Larimer County, and 3rd party utility districts discussing costs, issues, problems, and best practices would be an amazing next step in transparency.

In the meantime, I believe City Staff and Council should be freed up to talk about issues concerning 3rd party utility districts as they've been prevalent for years and we (homeowners) have extremely limited realistic abilities to affect our rates (e.g. flush less or join the board) and we also cannot opt-out of most services. Without the City's input, these issues will
continue to fester.

On Wed, Jan 15, 2020 at 9:23 AM Julie Pignataro <jpignataro@fcgov.com> wrote:

Good morning, Nick,

I wanted to let you know as well that I appreciate your engagement and perspective. I meant to circle back to what you said about process as it is apparent that so much of the understanding of how the PUD (and even general development for that matter) process is so hard to grasp, we really need to work on the message to our community on how that works. So of course I meant to bring that up in my comments but the late hour made it slip my mind!

Julie Pignataro
City of Fort Collins
Councilmember, District 2

With limited exceptions, emails and any files transmitted with them are subject to public disclosure under the Colorado Open Records Act (CORA). To promote transparency, emails will be visible in an online archive, unless the sender puts #PRIVATE in the subject line of the email. However, the City of Fort Collins can’t guarantee that any email to or from Council will remain private under CORA.

From: Nick Armstrong <Nick@wtfmarketing.com>
Sent: Wednesday, January 15, 2020 2:25 AM
To: City Leaders <CityLeaders@fcgov.com>
Subject: Thank You

Hello Mr. Atteberry, Mayor Troxell, Council Members Stephens, Gutowsky, Pignataro, Summers, Cunniff, and Gorgol,

Thank you for your thoroughness and excellent questions at tonight’s city council meeting. I so appreciate the hard work and convictions that each of you put into tonight’s meeting. City staff did an excellent job presenting key issues and responding to resident concerns. In particular, the work on affordable housing agreement was inspiring.

I was also very happy to hear Mr. Atteberry’s comment about the creation of a memo to improve the transparency of the City’s interactions with 3rd party service and utility districts. This is one of the bigger areas of concern for my neighbors who are on fixed incomes.

I am happy to serve as a resource for some direct resident insight into North East Fort Collins. I’m a father of 2, a small business owner, the president of the Maple Hill HOA, and the lead organizer of Fort Collins Comic Con and Fort Collins Startup Week. However I can be of service to the Council, I’m happy to do so.

Good work tonight and thank you for your work for the city and its people!
Well stated! I agree!

Sent from Mail for Windows 10

Hello, My name is Jean Carter and I live in the Storybook subdivision. I am amazed by Max Moss and his requests for the City of Fort Collins Water because he can not afford Elco Water.

I am amazed by Max Moss and his requests for higher taxes on the homes that they will be building, taxes which will be funneled back to him to help finance this Massive Development, I understand these taxes will remain in place for 40 years. No One should be given this type of financial aid. They say there will be affordable housing in this new development for people that need lower price points to gain access to the housing market, the higher taxes will force these homes to be much less on every level to keep them in the "affordable" price range. All of us know that the taxes on our homes become a part of the monthly payment that we make for the privilege of living in the homes that we choose to buy.

This is a greedy, needy developer that does not belong in his profession. I feel very "used" by these proposals.

I encourage you to say no to Max Moss and the Montava development.

Thank you,
Jean Carter
970 484 1316
Do you need to include this with 2nd reading?

. . . . . . . . . . . . . . .
Sarah Kane
Executive Administrative Assistant to Deputy City Manager Jeff Mihelich and Mayor Wade Troxell
970-416-2447 office

-----Original Message-----
From: Kathy Lemkuhl Pedersen <klemkuhl.pedersen@gmail.com>
Sent: Tuesday, January 14, 2020 6:06 PM
To: Sarah Kane <SKane@fcgov.com>
Subject: Concerns regarding Montana development for Mayor Troxell

Honorable Mayor Troxell,

I am a resident of the Storybook neighborhood which is adjacent to the proposed development site. My concerns/suggestions fall into a three categories:

1. Infrastructure planning to mitigate the impact of the increased population on the Mountain Vista, Turnberry, Timberline, Vine and Country Club roadways and adjacent communities of Maple Hill, Adriel Hills, Nedra, and Storybook to the north and Waters Glen to the south.

2. Water access as part of development contracts.

3. Need for increased coordination of services between City and County entities.

Specifically:

The plans that have been posted show no infrastructure plans to mitigate the expected increased volume of traffic flow on the above identified roadways. I would respectfully suggest:

1.a. Consideration of building roundabouts at Mountain Vista and Timberline, Mountain Vista and Turnberry, and Turnberry and Country Club Road (replacing the stop sign). These would move the flow of traffic with minimal speed reduction.

1.b. Develop cross walks for children to cross Turnberry to access Adriel Hills and Storybook. These would include flashing lights to alert motorists to slow down.

1.c. Extend Turnberry to Vine with a roundabout to minimize flow of traffic.

1.d. Develop safe egress for Storybook and Maple Hill to Turnberry and Mountain Vista.

1.d. Develop 5 year plan to bridge the railroad tracks at Timberline, LeMay, and Linden Streets to minimize traffic disruption due to train travel. Negotiate cost sharing with railroad and developers to minimize taxpayer dollars required for project.

Water access(rights)
This should not be negotiated into developer agreements until prior agreements with Thornton and Greeley are “renegotiated”. Water is going to become an issue for Fort Collins. We need to utilize our resource wisely to provide enough water for our growing population. Planning now can help mitigate the looming water issues this community is going to face. Respectfully-

2.a Consideration should be given to requiring that new developments be “xeriscaped”. Tax incentives could go along way to get Fort Collins homeowners and businesses to also consider reducing their water needs through adopting xeriscaping as well.

2.b Have legal counsel review current contracts with Thornton and Greeley. Try to reduce the amount of water that is leaving our community.

2.c Require developers to include their water access needs/wants in their initial plans. If they want it now, it will be dependent on renegotiation of existing agreements.

Coordinating services between City/County

This development along with the others named here are in a shared zone of City and County services. This can lead to frustration between homeowners, city and county officials. Some of these suggestions may have already been done, and if so I apologize:

3.a Set up a City/County working group that can help address the issues listed above. Include homeowners, city/county planners, and developers.

3.b Begin discussions as to possible other areas of the County which might be better fit for the City and look to annex those and more clearly delineate City/County boundaries.

Thank you for your reading of my concerns and consideration of my suggestions. As a retired civil servant, I understand and appreciate the difficulty of the task before you.

Respectfully,

Katherine Lemkuhl Pedersen
Hello Mr. Atteberry, Mayor Troxell, Council Members Stephens, Gutowsky, Pignataro, Summers, Cunniff, and Gorgol,

Thank you for your thoroughness and excellent questions at tonight’s city council meeting. I so appreciate the hard work and convictions that each of you put into tonight’s meeting. City staff did an excellent job presenting key issues and responding to resident concerns. In particular, the work on affordable housing agreement was inspiring.

I was also very happy to hear Mr. Atteberry’s comment about the creation of a memo to improve the transparency of the City’s interactions with 3rd party service and utility districts. This is one of the bigger areas of concern for my neighbors who are on fixed incomes.

I am happy to serve as a resource for some direct resident insight into North East Fort Collins. I’m a father of 2, a small business owner, the president of the Maple Hill HOA, and the lead organizer of Fort Collins Comic Con and Fort Collins Startup Week. However I can be of service to the Council, I’m happy to do so.

Good work tonight and thank you for your work for the city and its people!

--

Nick Armstrong
Geek-In-Chief, WTF Marketing
My TEDx Talk - My Marketing Classes
p: 970-581-3036
e: Nick@WTFMarketing.com
w: WTFMarketing.com
City Council Members:

Thank you for inviting us to tonight's meeting regarding the Montava project.

I could not do a better job of speaking to the issue than Dr. Bruce Smith or Kathy Smith. As so many are, I am concerned about our Country Club Road (we live at 1010) and the construction traffic as well as the future use of the road. With the increase in traffic from Montava can you imagine the increased back up when the train stops us?

The developers said the Montava residents will be walking instead of driving as much, but will they have jobs in Montava? A few maybe. They also said those residents are already here (so they have jobs already) or are coming. It is unrealistic to say these people will not have to drive into the city. Imagine another 4000 cars in town when you are trying to get to work or you are in labor.

In my opinion the traffic plan and the train problem has to be addressed before we can even discuss development. Not as the project goes along as the developers mentioned.

The same applies to the water availability.

Mr. Moss said nothing is more important to him than parks, trails and recreation. How about access to hospitals and water?

Thank you,
Karol Ann Krakauer and Michael Patritch
1010 Country Club Road

Sent from my Verizon, Samsung Galaxy Tablet
Dearest Leaders,
I attended as much of the City Council meeting as I could and read as much of the PUD Master plan documents as I could.
I do not live in the area but am a road cyclist and have seen the area degrade, from a cyclists perspective, 25 for years. I have seen all of the citizens yard signs regarding Montava and thought I should pay attention.
What struck me:
1. Montava is the shiny new thing. So shiny that some may have been blinded by the light. With a build out period of 25 years, it will not be shiny or new for long. It is often mentioned how marvelous having a master plan for 1,000 acres is preferable to the typical 50 acre development. If this is so, there is something wrong with the existing City development standards and these need to be changed.
2. If the project was really about urbanism, new or old, there would be an emphasis on mass transit. Not once was mass transportation mentioned. Where is the transit center? Where is the MAX line? This is a project designed around personal vehicle transportation. Montava only points out all of the weaknesses of the existing surface transportation system in FC. It’s a mess.
3. Montava is not a solution for anything that ills the City. Montava will take and not give back to the community. It is an island.
4. A vesting period of 25 years is way too long. Give them 10, then reevaluate. Many things happen is 25 years. The world changes completely in 25 years. 1995 to now.
5. Interconnectivity with the rest of Fort Collins, natural areas, a recreation facility, how does this fit in with the City as a whole. The SE part of FC does not have a recreation facility and it is needed. How will a recreation facility actually happen in NE FC? Is there a bike path that will connect to the existing bike path system? Wildlife corridors? It is so easy to make promises when there is no recourse when you don’t keep them.

Too many questions, not enough answers.
Think hard.
Sarah Dentoni
20 Circle Drive
FC 80524
Dear counsel members,

I wasn’t able to attend last night’s city council session regarding the proposed Montana development. Here are some of my thoughts on why this development would be a disaster.

• “We need more housing.” We have a housing shortage.” These are lies regularly told by pro-development forces—those who stand to make money from the misery that overdevelopment is already inflicting on existing Fort Collins residents. I ask you: WHO IS “WE” in those sayings? WE are not developers. WE are not businesses concerned only about making more, more, more money. WE are not greedy landlords who force small businesses into bankruptcy. WE are the CURRENT citizens of Fort Collins. WE are the people you were elected to represent and serve. WE do NOT need more housing. THEY—fictitious new residents who have not yet moved to Fort Collins—want more housing. But THEY are NOT your constituents. WE are. I am.

• Fort Collins population growth is among the highest in the nation. WE feel it every day, through a road and traffic system that is already overwhelmed at peak times. And those peak times only get longer. A few years ago I attended the City Works program, and, while being impressed at the job Traffic Control does, was appalled at our systems’ inability to keep up with the “expected” influx of new residents’ cars. I retired here a dozen years ago from the San Francisco Bay Area, where I was born and bore witness to the misery of growth with its freeway/feeder road nightmare. This is NOT the direction that Fort Collins should pursue—it is the exact opposite is what you should be doing.

Where is the requirement for Montana to create more feeder roads, or widen existing ones? Nowhere. Shame on those who want this travesty built, placing inevitable cost burdens on me, and all other Fort Collins citizens. Where is Montava’s requirement to provide smooth passage for the 8,000 new cars that will flow in and out of Fort Collins should this 4,000-home monstrosity be built? Where is the requirement for a light rail system that busy commuters will actually use?

• The city government has no business promoting residential growth. When you do, you create great suspicion in my and others’ minds about your motivations. Since those who benefit from overpopulation are those who make money from it, informed people know that one simply has to follow the money to get to the truth.

• “If You Build it, They Will Come.” That old movie line is absolutely true, as I saw over my many years of driving the US 101 corridor in Silicon Valley. The opposite is also true: if you don’t let it be built, they will not come. Period. Yes, housing costs will go up because of human influx pressure. TOO BAD. That is far better than the horrors of over-population. Which WILL create more immediate and long-term problems that will result in the city’s existing residents’ significantly diminished quality of life.

• Where is the water? This one is easy to answer: elsewhere. We get the same average precipitation as Los Angeles, and will be forced to steal more water from rivers that are slowly
being devastated. In the long run, over-growth leads to ecological disaster.

I’m 67 years old. I retired early, having been chased out of where I was born and raised—by the smog, traffic and other problems of overpopulation. I strongly urge you to disallow the creation of Montana and any other development that does not TOTALLY pay its own way in terms of road building, water sourcing and infrastructure. ZERO tax money should be spent to line builders’ pockets. I watch my government, I am active and I vote.

Thank you for considering my views. Please represent us, your real constituents.

Sincerely,
Gary Jones

Gary Jones
970-237-2064
1263 Stoney Hill Dr.
Fort Collins, CO 80525
ryga52@gmail.com
Re: AB dedicated the water to FC so it could make beer  (Email string below)

Ken, I just wrote about a page and a half of pertinent information regarding water and Montava. I saved it as a draft. This information falls into the MUST KNOW category for anyone who considers themselves to be a jurist deciding the fate of Ordinance 14, 2020.

This information is mostly factual in nature. It also includes conclusions that tie the facts together. Although the information is related to the quasi-judicial proceeding you are engaged in, it does not go to the merits of the application within the legal framework that applies to the decision that Council must make.

This is to say that, even though I do not think that the information you should be aware of goes to the merits of the application, I am not the arbiter of that standard. I do not wish to corrupt whatever scheme is being imposed here for preserving fairness and/or protecting against justiciable error by subverting the rules and process established by the City for receipt of information for consideration in a quasi-judicial process. I do not agree with these rules and process, but I will follow them.

Please consider requesting that city staff, especially the city clerk, amends its intended procedures to allow comments to be made part of the public record on a time frame that allows for intermediate submissions of information and concerns. As things stand right now, the next opportunity that a citizen's comments will be packaged for Council review is several weeks away. This is not productive. Waiting weeks will not allow Council sufficient time to request clarifying information where necessary. Waiting weeks will not allow the parties to productively engage on the issues in pursuit of truth, the public interest and adherence with rule of law.

I suggest that the City Clerk issue compilations of citizen information on an intermediate basis in every Thursday packet between now and second reading.

Last night, Max Moss complained multiple times of misinformation being circulated. I believe he was correct. I also believe that he can be shown to be less than totally forthcoming about certain issues, including water rights, water service, HF2M’s burdens under the quasi-judicial framework and even wastewater to a small extent. After all, people generally hire Ms. Liley for the purposes of evading legal requirements, not following them.

My suggestion, if followed, would allow for elimination and clarity of misinformation and misrepresentation by controlling public process in a productive and equitable manner.
On Wednesday, January 15, 2020, 01:00:32 AM MST, Ken Summers <ksummers@fcgov.com> wrote:

Thank you Eric for the background. I’ve only been on Council for three years. I’m not the subject matter expert on every issue.

Why would I know that and until now why would I care? Obviously Ross didn’t know!

Ken

With limited exceptions, emails and any files transmitted with them are subject to public disclosure under the Colorado Open Records Act (CORA). To promote transparency, emails will be visible in an online archive, unless the sender puts #PRIVATE in the subject line of the email. However, the City of Fort Collins can’t guarantee that any email to or from Council will remain private under CORA.

On Jan 14, 2020, at 11:26 PM, Eric Sutherland <sutherix@yahoo.com> wrote:

AB dedicated waters from several different sources, including a large number of shares of Windy Gap, to the City of Fort Collins so that the City would process the raw water and pipe it out to the brewery. AB makes beer. It takes a lot of water to do this.

Even if AB does not use the water in the brewery, it is being used for other purposes by sales, rental and AB’s own ag operations.

AB uses all of the water that it dedicated to the City. The City has no extra water as a result of AB’s dedication of water. The purchase of the brewery site and surrounding lands was essentially a buy and dry.

How is it that you know nothing about this and no one even bothers to correct you? You obviously know nothing about the water situation, yet you are jumping to conclusions.

Eric Sutherland
Ms. Coldiron,

Thank you very much for the clarification of the deadline for presenting comments for consideration by Council and for inclusion in any record on appeal.

A couple of other clarifying questions:

1) **Notice Failure**

I do not understand how in the world the city deemed that its delay of the public hearing is consistent with state and local notice requirements. It would have been one thing if Council had opened the scheduled public hearing and then moved to adjourn the public hearing to a later date with the understanding that the public hearing would continue at a later date. My understanding is that all notices of the public hearing referenced the date of the hearing as January 7th, 2019. The notice did not, for example, reference "at the first regular meeting of the City Council held in the month of January" or even "at the January 7th regular meeting of City Council".

A quorum was present on the date found in the notice of the public hearing. Had a quorum not been present, the hearing would have had to be canceled, a new hearing scheduled and notice requirements satisfied for the new hearing.

It seems that Council elected to act by motion in a manner that undermined a codified ordinance. The notice requirements of the Land Use Code are, of course, adopted by Ordinance. Can any existing Ordinance be undermined, set aside or otherwise disregarded by Council's affirmative vote on a motion? I don't think there would be to many people who would agree with that notion. This deficiency, in and of itself, is certainly justiciable and would be decided in favor of a petitioner that challenged the propriety of the action. A substantial compliance standard would apply to this challenge and the city simply failed to substantially comply with the controlling law.

If I am missing something here, it would serve the public interest to explain what it is. Without an adequate explanation, I am going to presume that the notice failure is a justiciable defect in the proceeding. Please also note, as a suggestion, my hypothetical procedure of commencing a public hearing on the date indicated in the notice and continuing the hearing until another date and time if necessary.

2) **VERSION OF CITY PLAN**

What version of City Plan does the city deem to be the proper criteria for adjudging the PUD application?

The Agenda Item Summary for Item #1 for January 14th, shows a "City Plan Compliance" section under *Chapter 10 - Policy and Public Benefit Analysis* in the
**PUD Design Narrative.** See p. 2800/2942 of the agenda item 1.pdf currently on fcgov.com for January 14th.

However, this analysis appears to have been made with the previous version of City Plan. For example, there is no EH 3.4 in the April 16th, 2019 version of City Plan.

Could you please describe what version of City Plan the city believes is the applicable criteria for evaluating the sufficiency and compliance of the PUD application? It appears to me that there have been too many amendments, etc. to the Montava PUD application to conclude that the prior version of city plan is the correct standard. Disregarding whatever it may be that I believe, what is the City’s position.

This question, of course, should be answered by my request for inspection of public records that represent criteria that the PUD application must comply with. However, I thought it would be better to get this issue cleared up as soon as possible.

I greatly appreciate your attention to these two issues. I will sure to pass along relevant details to the folks who have an interest. Unfortunately, there are sure to be more procedural questions as time goes on. One does not hire Lucia Liley to ensure compliance with the City of Fort Collins' laws. One hires Ms. Liley to attempt to disregard the City's laws and obtain results, usually successfully, that are not consistent with what our laws prescribe.

Eric Sutherland

On Monday, January 13, 2020, 04:50:24 PM MST, Delynn Coldiron <decoldiron@fcgov.com> wrote:

Hi Eric –

Here is how we are handling additional information we are receiving related to Montava to ensure it is presented to Council for consideration:

- Anything we have received through email or in written format since the agenda item was published on Thursday, will be provided to Council in read before packets tomorrow.

- Additional public comment and testimony will be taken at the Council meeting for first reading.

- Anything received after the time the read before packet is provided, through the Wednesday prior to publication of the second reading agenda items, will be published with the second reading agenda materials.

- Items received after publication of the agenda item through late afternoon the date of second
Additional public comment and testimony will be taken at the Council meeting for second reading.

Hopefully, this will help clarify the process for receiving information for Council consideration. Let us know if you have further questions.

Thanks,

Delynn Coldiron
City Clerk

"Tell us about our service, we want to know!"
But Wade, I don't want to participate in the hearing. I want to submit written comments for consideration by the decision makers that will, thereafter, be included in the record on appeal, should there be one. These written comments, BTW, contain more material than might be delivered at the podium in 3 minutes.

When must my written comments be submitted? Please answer this very, very basic question.

I expect that the hearing will take on the all the characteristics that other kangaroo court hearings I have watched and participated in. Quasi-judicial proceedings are very narrow in terms of the scope of concerns that may be considered by the decision maker. Citizens are never told this. This truth is also largely misunderstood by the decision makers themselves.

In the case of the Montava PUD, the proposed Ordinance represents such astounding disregard for the criteria prescribed by law, that I submitted a CORA request just to see if anyone had an idea what the criteria are.

The entire situation is conflated by the fact that criteria that is prescribed by law is now scheduled to be amended as soon as it is applied, presumably with the intent that the amendments apply retrospectively. And then the legislative enactment by which the criteria will be amended are resolutions, even though the City Charter unquestionably requires that such legislative enactments be made by ordinance. (This conflict between state statute and City Charter must be resolved by deferring to the Charter. The manner by which the governing body of Home Rule municipality shall conduct its affairs is exclusively a matter of local interest, except for things like requirements for open meetings which you are still threatening to violate.)

Hopefully you catch my drift here, Wade. The whole thing reduces to a simple question of how citizens might best protect their legal rights ... and participating in a non-sensical process is not the way to do this.

Please answer the question and let us all know what the deadline is for submission of written comments alleging deficiencies in the application.
Thanks,

Eric

On Saturday, January 11, 2020, 01:33:37 PM MST, Wade Troxell <wtroxell@fcgov.com> wrote:

Eric:

Thank you for your input and sharing your concerned. Please come and participate in the hearing on Tuesday.

Regards,

Wade

Mayor Wade Troxell
City of Fort Collins, Colorado

2017 Malcolm Baldrige Award - City of Fort Collins recognized for “an unceasing drive for radical innovation, thoughtful leadership, and operational excellence.”

---

With limited exceptions, emails and any files transmitted with them are subject to public disclosure under the Colorado Open Records Act (CORA). To promote transparency, emails will be visible in an online archive, unless the sender puts #PRIVATE in the subject line of the email. However, the City of Fort Collins can’t guarantee that any email to or from Council will remain private under CORA.

---

Sent from my iPhone

On Jan 11, 2020, at 11:24 AM, Eric Sutherland <sutherix@yahoo.com> wrote:

Wade,

Could you simply tell the good people of Fort Collins when their arguments
and evidence regarding the Montava PUD must be preserved in the record in order to be considered by the district court on appeal.

The Montava PUD application is ridiculously deficient. I hit one dozen grounds for overturning an approval on appeal and then just stopped. The only question I have is when the argument and evidence needs to be presented to the city in order to be included in the record on appeal ... if it passes.

As you know, City Council is completely incompetent when acting in a quasi-judicial capacity. Any arguments alleging a legal deficiency are quickly referred to the City Attorney. The result is always the same: an allegation that the requirements of law are being disregarded is always incorrect, per Carrie Daggett. She could be replaced with an electronically recorded message for this purpose.

Consequently, there is no reason to attempt to persuade Council. The only way for citizens of Fort Collins to protect their rights under law is to ensure that the record of proceeding contains sufficient argument for certiorari review.

So tell us, when do arguments need to be preserved for appeal? I have included the email addresses of some folks that may also want to know this information.

The process is confusing. Two readings of an ordinance. Three amendments to the legal criteria that Council is supposed to apply to the facts of the application are being made immediately after consideration of first reading. No public hearing has been indicated or noticed for second reading.

No one, myself included, can be certain when the deadline for submission of material to be included in the record on appeal will occur. Please clarify this important detail.

Eric Sutherland
On Friday, January 10, 2020, 10:20:59 AM MST, Eric Sutherland <sutherix@yahoo.com> wrote:

Ms. Dagget and city officials,

Please provide the public with the city’s position on the time that it believes citizens opportunity to preserve argument and evidence in the record regarding the Montava PUD approval lapses.

This question essentially asks whether or not opponents or proponents of the PUD application must preserve argument and evidence by no later than the close of the public hearing on first reading, or whether argument and evidence that is received by the decision makers no later than commencement of second reading of the Ordinance will, from the city’s perspective, be deemed to have been timely filed for purposes of certiorari review.

Because the City itself will compile and transmit the record in the event of an appeal, I believe it would be good for the public interest to have this specific question answered as soon as possible. I request that this question be answered by the end of today, Friday, Jan. 10th, 2020.

Eric Sutherland
Ms. Daggett,

What, exactly, will Council be utilizing in terms of a standard to judge Montava’s application for a PUD?

Please remember that the City withholds emails from Council members because this is proceeding and other proceedings are quasi-judicial. If this is quasi-judicial, then what the heck is Council utilizing as a legal framework for its decision.

I understand that the to citations of the LUC are responsive to PART One of my request. I have read and reread them a dozen times over the past couple weeks.

Your position that legal analysis would be required to identify what records are responsive to PART Two of my request is untenable. It is absurd. This information should have been placed front and center in the materials that Council and the public reviewed. The applicant’s application should have identified them. After all, the applicant shoulders the burden of proof in any instance where non-compliance is alleged.

Heaven help the good people of Fort Collins.

Eric Sutherland

On Tuesday, January 14, 2020, 04:29:56 PM MST, Carrie Daggett <cdaggett@fcgov.com> wrote:

Mr. Sutherland,

Your request below appears to call for legal analysis and conclusions that go beyond our obligations under the Colorado Open Records Act.

That said, it may be helpful to point out that the local provisions establishing both the process for and the standards applicable to an application for Planned Unit Development Overlays, including the related Master Plans, are set forth in the Land Use Code of the City of Fort Collins.

For your convenience, I have attached Division 2.15 of the Land Use Code, entitled Planned Unit Development Overlay Review Procedure. This is available on the City’s website at the following URL:
In addition, I have attached Division 4.29 of the Land Use Code, entitled Planned Unit Development (PUD) Overlay, for your convenience. This is also freely available on the City’s website at the following URL: https://library.municode.com/co/fort_collins/codes/land_use?nodeId=ART4DI_DIV4.29PLUNDEPUOV

I am responding on behalf of myself and the City Clerk.

~Carrie

Carrie M. Daggett  
City Attorney  
City of Fort Collins  
300 Laporte Avenue  
970-221-6520  
cdaggett@fcgov.com

---

From: Eric Sutherland <sutherix@yahoo.com>  
Sent: Thursday, January 9, 2020 4:54 PM  
To: Delynn Coldiron <DECOLDIRON@fcgov.com>; Carrie Daggett <CDAGGETT@fcgov.com>  
Subject: Request for Inspection of Public Records: Montava quasi-judicial

Please provide for public inspection all records responding to the following criteria:

PART One

All records that evidence a local law requiring Council to make a determination by applying facts to a specific case to certain criteria established by law in the quasi-judicial matter regarding Montava that has been continued to January 14th, 2020.

PART Two

All records that evidence criteria established by law that are applicable to the determination of the matter regarding Montava that has been continued to January
14th, 2020.

Reference:  *Snyder v. Lakewood*

*In order to support a finding that the action of a municipal legislative body is quasi-judicial, all of the following factors must exist: (1) a state or local law requiring that the body give adequate notice to the community before acting; (2) a state or local law requiring that the body conduct a public hearing, pursuant to notice, at which time concerned citizens must be given an opportunity to be heard and present evidence; and (3) a state or local law requiring the body to make a determination by applying the facts of a specific case to certain criteria established by law.*

Thank you,

Eric Sutherland
Hi Eric –

Just an acknowledgement that we received your email and have noted your concerns. This email will be provided to Council as part of the 2nd reading agenda materials.

Thanks,

Delynn

"Tell us about our service, we want to know!"

Ms. Coldiron,

Thank you very much for the clarification of the deadline for presenting comments for consideration by Council and for inclusion in any record on appeal.

A couple of other clarifying questions:

1) **Notice Failure**

I do not understand how in the world the city deemed that its delay of the public hearing is consistent with state and local notice requirements. It would have been one thing if Council had opened the scheduled public hearing and then moved to adjourn the public hearing to a later date with the understanding that the public hearing would continue at a later date. My understanding is that all notices of the public hearing referenced the date of the hearing as January 7th, 2019. The notice did not, for example, reference "at the first regular meeting of the City Council held in the month of January" or even "at the January 7th regular meeting of City Council".

A quorum was present on the date found in the notice of the public hearing. Had a quorum not been present, the hearing would have had to be canceled, a new hearing scheduled and notice requirements satisfied for the new hearing.

It seems that Council elected to act by motion in a manner that undermined a codified
ordinance. The notice requirements of the Land Use Code are, of course, adopted by Ordinance. Can any existing Ordinance be undermined, set aside or otherwise disregarded by Council's affirmative vote on a motion? I don't think there would be too many people who would agree with that notion. This deficiency, in and of itself, is certainly justiciable and would be decided in favor of a petitioner that challenged the propriety of the action. A substantial compliance standard would apply to this challenge and the city simply failed to substantially comply with the controlling law.

If I am missing something here, it would serve the public interest to explain what it is. Without an adequate explanation, I am going to presume that the notice failure is a justiciable defect in the proceeding. Please also note, as a suggestion, my hypothetical procedure of commencing a public hearing on the date indicated in the notice and continuing the hearing until another date and time if necessary.

2) VERSION OF CITY PLAN
What version of City Plan does the city deem to be the proper criteria for adjudging the PUD application?

The Agenda Item Summary for Item #1 for January 14th, shows a "City Plan Compliance" section under Chapter 10 - Policy and Public Benefit Analysis in the PUD Design Narrative. See p. 2800/2942 of the agenda item 1 .pdf currently on fcgov.com for January 14th.

However, this analysis appears to have been made with the previous version of City Plan. For example, there is no EH 3.4 in the April 16th, 2019 version of City Plan.

Could you please describe what version of City Plan the city believes is the applicable criteria for evaluating the sufficiency and compliance of the PUD application? It appears to me that there have been too many amendments, etc. to the Montava PUD application to conclude that the prior version of city plan is the correct standard. Disregarding whatever it may be that I believe, what is the City's position.

This question, of course, should be answered by my request for inspection of public records that represent criteria that the PUD application must comply with. However, I thought it would be better to get this issue cleared up as soon as possible.

I greatly appreciate your attention to these two issues. I will sure to pass along relevant details to the folks who have an interest. Unfortunately, there are sure to be more procedural questions as time goes on. One does not hire Lucia Liley to ensure compliance with the City of Fort Collins' laws. One hires Ms. Liley to attempt to disregard the City's laws and obtain results, usually successfully, that are not consistent with what our laws prescribe.

Eric Sutherland

On Monday, January 13, 2020, 04:50:24 PM MST, Delynn Coldiron <decoldiron@fcgov.com> wrote:

Hi Eric –
Here is how we are handling additional information we are receiving related to Montava to ensure it is presented to Council for consideration:

- Anything we have received through email or in written format since the agenda item was published on Thursday, will be provided to Council in read before packets tomorrow.

- Additional public comment and testimony will be taken at the Council meeting for first reading.

- Anything received after the time the read before packet is provided, through the Wednesday prior to publication of the second reading agenda items, will be published with the second reading agenda materials.

- Items received after publication of the agenda item through late afternoon the date of second reading will be provided to Council in read before packets.

- Additional public comment and testimony will be taken at the Council meeting for second reading.

Hopefully, this will help clarify the process for receiving information for Council consideration. Let us know if you have further questions.

Thanks,

Delynn Coldiron
City Clerk

"Tell us about our service, we want to know!"

---

From: Eric Sutherland <sutherix@yahoo.com>
Sent: Saturday, January 11, 2020 2:30 PM
To: Wade Troxell <WTroxell@fcgov.com>
Cc: Carrie Daggett <CDAGGETT@fcgov.com>; City Leaders <CityLeaders@fcgov.com>; Clay Frickey <cfrickey@fcgov.com>; Brad Yatabe <byatabe@fcgov.com>; Delynn Coldiron <DECOLDIRON@fcgov.com>
But Wade, I don't want to participate in the hearing. I want to submit written comments for consideration by the decision makers that will, thereafter, be included in the record on appeal, should there be one. These written comments, BTW, contain more material than might be delivered at the podium in 3 minutes.

When must my written comments be submitted? Please answer this very, very basic question.

I expect that the hearing will take on all the characteristics that other kangaroo court hearings I have watched and participated in. Quasi-judicial proceedings are very narrow in terms of the scope of concerns that may be considered by the decision maker. Citizens are never told this. This truth is also largely misunderstood by the decision makers themselves.

In the case of the Montava PUD, the proposed Ordinance represents such astounding disregard for the criteria prescribed by law, that I submitted a CORA request just to see if anyone had an idea what the criteria are.

The entire situation is conflated by the fact that criteria that is prescribed by law is now scheduled to be amended as soon as it is applied, presumably with the intent that the amendments apply retrospectively. And then the legislative enactment by which the criteria will be amended are resolutions, even though the City Charter unquestionably requires that such legislative enactments be made by ordinance. (This conflict between state statute and
City Charter must be resolved by deferring to the Charter. The manner by which the governing body of Home Rule municipality shall conduct its affairs is exclusively a matter of local interest, except for things like requirements for open meetings which you are still threatening to violate.)

Hopefully you catch my drift here, Wade. The whole thing reduces to a simple question of how citizens might best protect their legal rights ... and participating in a non-sensical process is not the way to do this.

Please answer the question and let us all know what the deadline is for submission of written comments alleging deficiencies in the application.

Thanks,

Eric

On Saturday, January 11, 2020, 01:33:37 PM MST, Wade Troxell <wtroxell@fcgov.com> wrote:

Eric:

Thank you for your input and sharing your concerned. Please come and participate in the hearing on Tuesday.

Regards,

Wade

Mayor Wade Troxell
City of Fort Collins, Colorado

2017 Malcolm Baldrige Award - City of Fort Collins recognized for “an unceasing drive for radical innovation, thoughtful leadership, and operational excellence.”

---

With limited exceptions, emails and any files transmitted with them are subject to public disclosure under the
Colorado Open Records Act (CORA). To promote transparency, emails will be visible in an online archive, unless the sender puts #PRIVATE in the subject line of the email. However, the City of Fort Collins can’t guarantee that any email to or from Council will remain private under CORA.

---

Sent from my iPhone

On Jan 11, 2020, at 11:24 AM, Eric Sutherland <sutherix@yahoo.com> wrote:

Wade,

Could you simply tell the good people of Fort Collins when their arguments and evidence regarding the Montava PUD must be preserved in the record in order to be considered by the district court on appeal.

The Montava PUD application is ridiculously deficient. I hit one dozen grounds for overturning an approval on appeal and then just stopped. The only question I have is when the argument and evidence needs to be presented to the city in order to be included in the record on appeal ... if it passes.

As you know, City Council is completely incompetent when acting in a quasi-judicial capacity. Any arguments alleging a legal deficiency are quickly referred to the City Attorney. The result is always the same: an allegation that the requirements of law are being disregarded is always incorrect, per Carrie Daggett. She could be replaced with an electronically recorded message for this purpose.

Consequently, there is no reason to attempt to persuade Council. The only way for citizens of Fort Collins to protect their rights under law is to ensure that the record of proceeding contains sufficient argument for certiorari review.

So tell us, when do arguments need to be preserved for appeal? I have included the email addresses of some folks that may also want to know this information.

The process is confusing. Two readings of an ordinance. Three amendments to the legal criteria that Council is supposed to apply to the facts of the application are being made immediately after consideration of first reading. No public hearing has been indicated or noticed for second reading.
No one, myself included, can be certain when the deadline for submission of material to be included in the record on appeal will occur. Please clarify this important detail.

Eric Sutherland

On Friday, January 10, 2020, 10:20:59 AM MST, Eric Sutherland <sutherix@yahoo.com> wrote:

Ms. Dagget and city officials,

Please provide the public with the city's position on the time that it believes citizens opportunity to preserve argument and evidence in the record regarding the Montava PUD approval lapses.

This question essentially asks whether or not opponents or proponents of the PUD application must preserve argument and evidence by no later than the close of the public hearing on first reading, or whether argument and evidence that is received by the decision makers no later than commencement of second reading of the Ordinance will, from the city's perspective, be deemed to have been timely filed for purposes of certiorari review.

Because the City itself will compile and transmit the record in the event of an appeal, I believe it would be good for the public interest to have this specific question answered as soon as possible. I request that this question be answered by the end of today, Friday, Jan. 10th, 2020.

Eric Sutherland
Delynn,

You just sent your reply to City Leaders @fcgov.com Doesn't this mean that members of Council will get this email at the same time I just got it? In other words, they will not have to wait until 2nd reading agenda materials are prepared?

If that is not the case, is this because this is a quasi-judicial proceeding? And Council members are quarantined from information other than that prepared in their agenda materials?

OK. If this is a quasi-judicial proceeding, then what is the legal criteria by which the PUD application is adjudged?

In order to support a finding that the action of a municipal legislative body is quasi-judicial, all of the following factors must exist: (1) a state or local law requiring that the body give adequate notice to the community before acting; (2) a state or local law requiring that the body conduct a public hearing, pursuant to notice, at which time concerned citizens must be given an opportunity to be heard and present evidence; and (3) a state or local law requiring the body to make a determination by applying the facts of a specific case to certain criteria established by law.

See Snyder v. Lakewood.

What version of City Plan did staff utilize when performing their analysis leading to a recommendation that the PUD application be approved? What are the certain criteria established by law?

This is not a difficult question. However, it is fundamental in the scheme of things. Carrie Daggett has explained that the City will not be providing public records that represent the legal criteria that Council must apply to the facts of the application. She explains that determining which elements of plan and code constitute the legal criteria requires legal conclusions. I agree. However, the process can not move forward unless those legal conclusions are, at the minimum, understood by staff. Without disclosure of those legal conclusions, staff looks like a bunch of idiots or corrupt manipulators when making a recommendation because they have no idea what basis was used to evaluate the plan against the legal criteria. Even worse, the citizens of this community are insulted by municipal government that prefers that they wander blindly through a process having to guess what rules do and do not apply.

If the City can't even define what version of City Plan applies, this whole process is a sham from beginning to end.

Eric Sutherland
On Thursday, January 16, 2020, 12:26:19 PM MST, Delynn Coldiron <decoldiron@fcgov.com> wrote:

Hi Eric –

Just an acknowledgement that we received your email and have noted your concerns. This email will be provided to Council as part of the 2nd reading agenda materials.

Thanks,

Delynn

"Tell us about our service, we want to know!"

From: Eric Sutherland <sutherix@yahoo.com>
Sent: Monday, January 13, 2020 8:00 PM
To: Delynn Coldiron <DECOLDIRON@fcgov.com>
Cc: Carrie Daggett <CDAGGETT@fcgov.com>; City Leaders <CityLeaders@fcgov.com>; Clay Frickey <cfrickey@fcgov.com>; Brad Yatabe <byatabe@fcgov.com>; Rebecca Everette <reverette@fcgov.com>; Darin Atteberry <DATTEBERRY@fcgov.com>; Tom Leeson <tleeson@fcgov.com>; Cameron Gloss <cgloss@fcgov.com>; max@hf2m.com
Subject: Thank you + 2 additional clarifying questions.

Ms. Coldiron,

Thank you very much for the clarification of the deadline for presenting comments for consideration by Council and for inclusion in any record on appeal.

A couple of other clarifying questions:

1) Notice Failure

I do not understand how in the world the city deemed that its delay of the public hearing is consistent with state and local notice requirements. It would have been one thing if Council had opened the scheduled public hearing and then moved to adjourn the public hearing to a later date with the understanding that the public
hearing would continue at a later date. My understanding is that all notices of the public hearing referenced the date of the hearing as January 7th, 2019. The notice did not, for example, reference "at the first regular meeting of the City Council held in the month of January" or even "at the January 7th regular meeting of City Council".

A quorum was present on the date found in the notice of the public hearing. Had a quorum not been present, the hearing would have had to be canceled, a new hearing scheduled and notice requirements satisfied for the new hearing.

It seems that Council elected to act by motion in a manner that undermined a codified ordinance. The notice requirements of the Land Use Code are, of course, adopted by Ordinance. Can any existing Ordinance be undermined, set aside or otherwise disregarded by Council's affirmative vote on a motion? I don't think there would be to many people who would agree with that notion. This deficiency, in and of itself, is certainly justiciable and would be decided in favor of a petitioner that challenged the propriety of the action. A substantial compliance standard would apply to this challenge and the city simply failed to substantially comply with the controlling law.

If I am missing something here, it would serve the public interest to explain what it is. Without an adequate explanation, I am going to presume that the notice failure is a justiciable defect in the proceeding. Please also note, as a suggestion, my hypothetical procedure of commencing a public hearing on the date indicated in the notice and continuing the hearing until another date and time if necessary.

2) VERSION OF CITY PLAN

What version of City Plan does the city deem to be the proper criteria for adjudging the PUD application?

The Agenda Item Summary for Item #1 for January 14th, shows a "City Plan Compliance" section under Chapter 10 - Policy and Public Benefit Analysis in the PUD Design Narrative. See p. 2800/2942 of the agenda item 1 .pdf currently on fcgov.com for January 14th.

However, this analysis appears to have been made with the previous version of City Plan. For example, there is no EH 3.4 in the April 16th, 2019 version of City Plan.

Could you please describe what version of City Plan the city believes is the applicable criteria for evaluating the sufficiency and compliance of the PUD application? It
appears to me that there have been too many amendments, etc. to the Montava PUD application to conclude that the prior version of city plan is the correct standard. Disregarding whatever it may be that I believe, what is the City's position.

This question, of course, should be answered by my request for inspection of public records that represent criteria that the PUD application must comply with. However, I thought it would be better to get this issue cleared up as soon as possible.

I greatly appreciate your attention to these two issues. I will sure to pass along relevant details to the folks who have an interest. Unfortunately, there are sure to be more procedural questions as time goes on. One does not hire Lucia Liley to ensure compliance with the City of Fort Collins' laws. One hires Ms. Liley to attempt to disregard the City's laws and obtain results, usually successfully, that are not consistent with what our laws prescribe.

Eric Sutherland

On Monday, January 13, 2020, 04:50:24 PM MST, Delynn Coldiron <decoldiron@fcgov.com> wrote:

Hi Eric –

Here is how we are handling additional information we are receiving related to Montava to ensure it is presented to Council for consideration:

- Anything we have received through email or in written format since the agenda item was published on Thursday, will be provided to Council in read before packets tomorrow.

- Additional public comment and testimony will be taken at the Council meeting for first reading.

- Anything received after the time the read before packet is provided, through the Wednesday prior to publication of the second reading agenda items, will be published with the second reading agenda materials.

- Items received after publication of the agenda item through late afternoon the date of second reading will be provided to Council in read before packets.
Additional public comment and testimony will be taken at the Council meeting for second reading.

Hopefully, this will help clarify the process for receiving information for Council consideration. Let us know if you have further questions.

Thanks,

Delynn Coldiron
City Clerk

"Tell us about our service, we want to know!"

From: Eric Sutherland <sutherix@yahoo.com>
Sent: Saturday, January 11, 2020 2:30 PM
To: Wade Troxell <WTroxell@fcgov.com>
Cc: Carrie Daggett <CDAGGETT@fcgov.com>; City Leaders <CityLeaders@fcgov.com>; Clay Frickey <cfrickey@fcgov.com>; Brad Yatabe <byatabe@fcgov.com>; Delynn Coldiron <DECOLDIRON@fcgov.com>; Rebecca Everette <reverette@fcgov.com>; Darin Atteberry <DATTEBERRY@fcgov.com>; Tom Leeson <tleeson@fcgov.com>; Cameron Gloss <cgloss@gmail.com>; max@hf2m.com; IAatcentre@hotmail.com; kayros1949@yahoo.com; jp@tmharley.com; DPeck@AblazeGroup.com; nansollo@gmail.com; David Beede <beede@msu.edu>; camcolee@gmail.com; mktsol@msn.com; Analene Carlisle <analene@msn.com>; Andrea Mihajlov <andreamihajlov@yahoo.com>; David Cismoski <skijune@msn.com>; Deanna Adams <waypointco@yahoo.com>; Dianna French <dianafrrench99@hotmail.com>; Dick Easley <dickiesley@gmail.com>; Don Homan <donhoman@frii.com>; Ed Robert <airforceed@comcast.net>; Francie Scolley <fscalley@yahoo.com>; Ginger Davila <ginger.davila@doane.edu>; Goanna Harms <runr5367@yahoo.com>; Hunter <richardslake@gmail.com>; Jim and Judy Moore <jjmoore1121@gmail.com>; Jim Salisbury <jsalisbury@poudre-fire.org>; Kathie and Bruce Smith <kduchensmith@gmail.com>; Kathy Mrocko <mrocko63@yahoo.com>; Linda Helm <linda@fineprintimaging.com>; Linda Rager <hcgflinda@gmail.com>; Michael Gordon <gordon.m@msn.com>; Patty Nichols <pattynic1950@gmail.com>; Paul Navarre <ptontheroad@hotmail.com>; Quentin Rockwell <qrockwell@wemberinc.com>; Rachel Lee <rachel@leedesigngrp.com>; Ram Oad <ramchand.oad@colostate.edu>; Ray Cole <elocyar@gmail.com>; Rita Deike <rita.deike@colostate.edu>; Roger Cox <rac1943@msn.com>; Ronnie Owens <rowens1792@yahoo.com>; Ted Rossin <tedrossin@yahoo.com>; Ty Easley <ty@varunabhi.com>; Vicki Mayea <vickimaya@gmail.com>; Virginia Mohr-Callahan <qina.mohrcallahan@gmail.com>; drsparkman61@yahoo.com; drummond.hrco@gmail.com; lorin@waterwiselandscapes.com; morganbridge@gmail.com; Fred Zipp <fzipp@frii.com>; Martha Coleman <mmbc2020@gmail.com>; Rachel Hopper <rhoppper@comcast.net>; Tasha Marchant <lashamarchant12@gmail.com>; bsdacctg@boxeldersanitation.org; Raju Jairam <raju@mbi.com>; Jim@ushba.com; ERIC <eknudson67@gmail.com>; Gib Charles <greengib@comcast.net>; Sandy <sandycharles@comcast.net>; paj109@comcast.net; Gary Wockner <garywockner@comcast.net>

Subject: Re: Montava PUD: Lapse of opportunity to preserve argument/evidence
But Wade, I don't want to participate in the hearing. I want to submit written
comments for consideration by the decision makers that will, thereafter, be included in
the record on appeal, should there be one. These written comments, BTW, contain
more material than might be delivered at the podium in 3 minutes.

When must my written comments be submitted? Please answer this very, very basic
question.

I expect that the hearing will take on all the characteristics that other kangaroo
court hearings I have watched and participated in. Quasi-judicial proceedings are
very narrow in terms of the scope of concerns that may be considered by the decision
maker. Citizens are never told this. This truth is also largely misunderstood by the
decision makers themselves.

In the case of the Montava PUD, the proposed Ordinance represents such
astounding disregard for the criteria prescribed by law, that I submitted a CORA
request just to see if anyone had an idea what the criteria are.

The entire situation is conflated by the fact that criteria that is prescribed by law is
now scheduled to be amended as soon as it is applied, presumably with the intent
that the amendments apply retrospectively. And then the legislative enactment by
which the criteria will be amended are resolutions, even though the City Charter
unquestionably requires that such legislative enactments be made by ordinance.
(This conflict between state statute and City Charter must be resolved by deferring to
the Charter. The manner by which the governing body of Home Rule municipality
shall conduct its affairs is exclusively a matter of local interest, except for things like
requirements for open meetings which you are still threatening to violate.)

Hopefully you catch my drift here, Wade. The whole thing reduces to a simple
question of how citizens might best protect their legal rights ... and participating in a
non-sensical process is not the way to do this.

Please answer the question and let us all know what the deadline is for submission of
written comments alleging deficiencies in the application.

Thanks,
On Saturday, January 11, 2020, 01:33:37 PM MST, Wade Troxell <wtroxell@fcgov.com> wrote:

Eric:

Thank you for your input and sharing your concern. Please come and participate in the hearing on Tuesday.

Regards,

Wade

Mayor Wade Troxell
City of Fort Collins, Colorado

2017 Malcolm Baldrige Award - City of Fort Collins recognized for “an unceasing drive for radical innovation, thoughtful leadership, and operational excellence.”

---

With limited exceptions, emails and any files transmitted with them are subject to public disclosure under the Colorado Open Records Act (CORA). To promote transparency, emails will be visible in an online archive, unless the sender puts #PRIVATE in the subject line of the email. However, the City of Fort Collins can’t guarantee that any email to or from Council will remain private under CORA.

---

Sent from my iPhone

On Jan 11, 2020, at 11:24 AM, Eric Sutherland <sutherix@yahoo.com> wrote:

Wade,

Could you simply tell the good people of Fort Collins when their arguments and evidence regarding the Montava PUD must be preserved in the record in order to be considered by the district court on appeal.
The Montava PUD application is ridiculously deficient. I hit one dozen grounds for overturning an approval on appeal and then just stopped. The only question I have is when the argument and evidence needs to be presented to the city in order to be included in the record on appeal ... if it passes.

As you know, City Council is completely incompetent when acting in a quasi-judicial capacity. Any arguments alleging a legal deficiency are quickly referred to the City Attorney. The result is always the same: an allegation that the requirements of law are being disregarded is always incorrect, per Carrie Daggett. She could be replaced with an electronically recorded message for this purpose.

Consequently, there is no reason to attempt to persuade Council. The only way for citizens of Fort Collins to protect their rights under law is to ensure that the record of proceeding contains sufficient argument for certiorari review.

So tell us, when do arguments need to be preserved for appeal? I have included the email addresses of some folks that may also want to know this information.

The process is confusing. Two readings of an ordinance. Three amendments to the legal criteria that Council is supposed to apply to the facts of the application are being made immediately after consideration of first reading. No public hearing has been indicated or noticed for second reading.

No one, myself included, can be certain when the deadline for submission of material to be included in the record on appeal will occur. Please clarify this important detail.

Eric Sutherland

---

On Friday, January 10, 2020, 10:20:59 AM MST, Eric Sutherland <sutherix@yahoo.com> wrote:
Ms. Dagget and city officials,

Please provide the public with the city's position on the time that it believes citizens opportunity to preserve argument and evidence in the record regarding the Montava PUD approval lapses.

This question essentially asks whether or not opponents or proponents of the PUD application must preserve argument and evidence by no later than the close of the public hearing on first reading, or whether argument and evidence that is received by the decision makers no later than commencement of second reading of the Ordinance will, from the city’s perspective, be deemed to have been timely filed for purposes of certiorari review.

Because the City itself will compile and transmit the record in the event of an appeal, I believe it would be good for the public interest to have this specific question answered as soon as possible. I request that this question be answered by the end of today, Friday, Jan. 10th, 2020.

Eric Sutherland
I am opposed to the Montava project. With the Thornton Water Project and NISP breathing down our necks, how can the Poudre River sustain this huge project of 4,000 more homes? There is a water crisis and drought can happen at any time. The fact Montava is asking the City of Fort Collins to subsidize them and provide water at a cheaper rate since they can't afford water from ELCO is their problem, not ours or the City of Fort Collins. These out-of-state developers come here, build, sell and leave us dealing with a water shortage and subsequent issues. You are aware of all the entities after Poudre River water and it is very frightening. Please listen to Gary Wochner who has worked tirelessly to protect the Poudre River and probably knows more about water than any of us. In addition to the increased need for water, the traffic congestion, strain on the already-congested roads in that area and lack of sufficient infrastructure plus all the other issues that go with that many houses/people are all problematic. Why is Fort Collins seemingly bent on urban sprawl to become more like Denver and their surrounding areas? The traffic from Montava will impact all of North Fort Collins roads and streets: Mountain Vista, Turnberry, County Club Road, Douglas Road, Terry Lake Road, Lemay, and surrounding arteries leading into downtown. I don't think Montava fulfills any vision for Fort Collins' future except for increased traffic congestion, sprawl, air pollution, more waste, adding to greenhouse gas emissions/ climate change and strain on the City and infrastructure. People who have moved here because it was quiet and not congested are going to be run out of Fort Collins with the seeming approval of more and more houses/apartments being built. What is the goal here?

Jean Korfanta
5004 Patricia Drive
FC  80524
Dear Council Members,

I strongly oppose the Montava development. It is much too huge a project for this area. Our water supply is a very finite resource and the developer can't even afford to pay for it. Why should we subsidize it? The project will only increase traffic problems, air pollution, etc.

I can't believe the City Council approved the PUD on first reading over the objections of so many people.

Please reconsider and think of what this means to our community.

Thank you,

Kathy Bricker
These out of state developers don't have to deal with long term issues of these mega developments, like congestion. They'll make their money, then leave town. We are turning into California and our quality of life and impact on the environment we cherish, will be permanently destroyed!

Sent from my Verizon, Samsung Galaxy smartphone
From: Ann
To: City Leaders
Subject: Montava Development
Date: Friday, January 17, 2020 12:00:23 PM

I’ll keep it short and sweet. Resources are finite, especially water. City council members, I implore you, please vote NO!

Ann O’Toole
1113 Wooded Creek Ct
Fort Collins

Sent from my iPad
No on Montava...
until developers are willing to address the real issues this development will cause. Two of the many issues are water and traffic. Please don't offer sweet deals (on water rates) or allow excuses (that the traffic issues are not their problem!!)

Our community's quality of life is in your hands. Please protect us from easily foreseen negative consequences. Make sure our growth is sustainable and healthy.

Sally Dunphy
970-217-0871
Martina - I would like to meet with you sometime next week to discuss offsite street improvements in northeast Fort Collins relative to the Montava PUD. The attached illustration is a rough idea of the street improvements, based on the Montava Master Transportation Impact Study (TIS), necessary to avoid significant traffic impacts on Country Club Road. Most important is the Suniga Drive extension, so new Montava residents have an alternative to access N. Lemay Avenue and N. College Avenue. Without these street improvements, at a minimum, the residents in Montava will have no practicable alternative other than Country Club Road to access City services. The overpass on N. Lemay Avenue at the Great Western Railroad would provide everyone in North Fort Collins and beyond a safe north/south travel route. Even with the 4 way signal proposed at E. Vine Drive and N. Timberline Road and the difficulty crossing the railroad at N. College Avenue, most everyone traveling north and south in this entire area will go out of their way to access the overcrossing on N. LeMay Avenue. Is the overpass going to be 4 lanes? Is there an answer to the question that couldn't be answered at the hearing. Based on budget projections, is there an estimate of when the critical offsite street mitigation measures identifies in the TIS be in place?

Please let me know when it is most convenient for you to meet.

Thanks,
Greg George
I appose the city providing cheaper water to the Montava project. It is not the city's position to offer water discounts to make developers more money. They need to buy their water from the current provider ELCO if they want to build this massive development. I used to live near Highlands Ranch and saw what that sprawl did to the south side of Denver. Now you want to repeat it in northern Colorado. I see lots of lawsuits if you let this happen.

Todd Erber
To All Council Members:

Please see the attached April 18, 2015 Editorial in the Coloradoan entitled “No Growth Management Without Water Control”. While some Council members may view the Montava proposal as the surfacing of this issue, I have attempted to bring it to the attention of the City for at least the past 10 years. Three years ago I met with Darin for coffee and posed this question: “Darin, how will you respond to a future Council when asked, ‘When did the City lose control in providing potable water to Fort Collins’ future residents?’ “

There doesn’t appear to be any formal strategy in the City regarding public policy objectives vs. the feasibility of utility service, just case-by-case problem-solving. My recommendation to Darin—and, this is more vitally important than ever--- is that the responsible of the FC Water Utility be expanded beyond the City’s service area, which is less than half the Growth Management Area, to include the entire GMA. This would empower and budget for the Water Utility to undertake strategic negotiations with the Districts to plan for future utility service to FC residents for the entire GMA. The same strategy should apply to sanitary sewer service. As the Council identifies is policy goals for the future, long -term utility service planning via coordination with the Districts should become a goal in itself ; otherwise, the achievement of other goals will be compromised.

Les Kaplan
Former Director of Planning
Soapbox: No growth management without water control

Les Kaplan 10:05 p.m. MDT April 19, 2015

No factor is more vital to our city’s success in achieving its major public policy objectives than its ability to control the deliverability of potable water. Yet, the city appears to be unaware that it is losing this control and, consequently, the prerequisite condition to meaningfully address such issues as housing affordability, carbon emissions, growth management, community cohesiveness and efficiency in services delivery.

The city’s water utility is but one of three water delivery systems with fixed districts serving within city limits and areas planned for urban expansion. While the city generally serves the central, developed areas, water districts established in the 1950s to serve rural areas are suppliers north, south and east.

City expansion has increasingly included land subject to district water costs and absent local utility control. City land-use and environmental policies are meaningless for these areas if new development, including affordable housing, is thwarted by prohibitive district water costs and policies. This unprecedented situation has arrived.

Raw water channeled by districts to their treatment plants is essentially limited to one source, CBT water. The city utility, accepting its role as a water supplier for long-term urban growth, has about seven sources, including CBT. Therefore, unlike the city water utility, the price of CBT water determines what districts charge to supply water.

Historically, the city has annexed properties served within district service boundaries and controlled land uses and the pace of growth. This arrangement has worked because the price of water by all suppliers has been approximately the same, so the suppliers of water to city residents has been of little consequence.

This has changed and thrown a monkey wrench into nearly every major policy objective of the city. Due to increasing demand and finite supply, the price for CBT has risen over the past 10 years from about $7,000 to $9,000 to recently $28,000 per share. The comparable charge by the city utility has been constant at $6,500. Water service cost to a single family residence served by a district has skyrocketed to four times city water cost, or as much as a $25,000 increased cost per residence.

Even more alarming is that only 10 to 15 percent of the entire supply of CBT (excluding 30 percent permanently affixed to agriculture) is potentially available for conversion, and this finite amount is being converted at the rate of 2 percent per year, or seven to eight years before CBT could be virtually unobtainable.

According to the City’s Planning Department, 70 percent of the undeveloped land now within current city limits or directly surrounding Fort Collins and designated for orderly, managed growth is not within the city’s water service area and, therefore, dependent upon district water.

Without an economic supply of water, the city’s growth management planning is cut at the knees. Such long-standing public policy objectives as discouraging sprawl, reducing carbon emissions, promoting housing affordability and service efficiencies, and protecting a sense of community collapse with it.

Indications of the threat to these public policy objectives are already occurring. Approximately 1,000 residential, city-approved units near Vine Drive and east of Interstate 25 are indefinitely on hold due to district water costs. In outlying Wellington, Timnath and Severance, thousands of residences are on the drawing board for a commuter population.

As the city’s vision for managed, environmentally-sensitive growth fades, it will not be due to lack of good intentions or the absence of planning studies and community engagement, but rather to under-appreciating the relationships between land and water that has always characterized the West.

Les Kaplan is a local developer and remodeler, and a former director of Planning for Fort Collins.

Read or Share this story: http://noconow.co/1yGDO2G

MORE STORIES

Our View: Colorado construction defects law must change

(http://www.coloradoan.com/story/opinion/editorials/)

file:///C:/Users/Les/Documents/Coloradoan,%20Housing%20Affordability%20and%20Water%20...
From: Lizmac Lizmac
To: City Leaders
Subject: Montava
Date: Saturday, January 18, 2020 1:22:03 PM

Robert and Elizabeth MacLauchlin
1407 Country Club Road
Fort Collins, CO 80524-1907

City Council members:

We wish to object to the proposed new development called Montava. We were unable to attend the meeting because of health issues.

We moved to Fort Collins in 1969, bought our home on Country Club Road, and have watched many changes over the last 51 years.

When we moved here, Country Club Road was a quiet, residential street. It is now a busy, speed-filled, exit/entry to I-25. The addition of the Mountain Vista interchange on I-25 made Mountain Vista to Country Club Road the best access to North Fort Collins—speeders, semi-trucks and all.

Country Club Road has been and still is a designated “residential” street and was not built for the type of traffic it is now seeing. We live on a small curve which can surprise drivers. A few years ago, a young lady, not paying attention, drove through our yard and hit the neighbor’s home. We are surprised there haven’t been more such incidents.

Entry on to Country Club from our driveway has become very dangerous. The posted speed limit is 30 MPH but very few motorists observe that. We have had to wait many minutes to exit from our driveway. Then, it is with held breath, because of the heavy traffic. I have written the Sheriff, asking for more coverage regarding the speed limit but received no response and noticed no attention to speeders.

Use of Country Club Road is significant now and to add another 3,000 more drivers will make it much worse. One help would be the extension of Turnberry Road to the South to provide an easier access to town.

Thank you for your consideration.

Sincerely,
Bob and Liz MacLauchlin
Re: City/URA sales tax pledge looks dumber every time I look at it.

From: Eric Sutherland (sutherix@yahoo.com)
To: WTrxell@fcgov.com
Cc: CityLeaders@fcgov.com; kevin.brinkman@brinkmanpartners.com; jduval@fcgov.com
Bcc: mcbreeze@comcast.net; k.i.dubiel@hotmail.com
Date: Saturday, April 13, 2019, 04:15 PM MDT

Wade:

Do you think that you may sign a resolution and ... bingo ... the taxpayers are obligated to fork over millions of dollars in future years?

A resolution is not even subject to referendum under the Charter. I would have to look to state law to exercise rights reserved under the constitution.

The annual tax receipts of the city are the fiduciary responsibility of the council empowered by the Charter pursuant to the terms of the Charter. Has anyone, in the past, made commitments of the tax revenues that you now have authority to appropriate? I don't think so. Why do you think you may now deprive future councils and mayors of the authority over how future tax revenues are spent.

When the Foothills Mall deal went through, it was generally accepted that the annual expenditure of sales tax revenues into the deal were subject to annual appropriation by Council. If the next Council or any future council should elect not make such appropriations, the only thing the metor district and its investors can do is pound sand.

Do you understand this? I really think you have trouble with these things. The metro district and its bondholders have absolutely zero options in terms of a legal remedy in the event that sales tax "increment" is not paid. Under TABOR, the only means by which an irrevocable, legally enforceable pledge of tax revenues may be made is after voter approval.

The exact same thing is true with this URA BS. Council does not have authority to make multiple year financial obligations without permission of the electorate. If you really, wanted this URA deal to go through, you should have put something on the ballot. It would have failed miserably and it might have given voters pause to consider whether or not to support extension of KFCG.

On the subject of the language in the agreement, I was being kind. Here is the statutory language. See if you can figure it out.

11-57-204. Election of applicability.
(1) This part 2 is applicable to securities issued by any public entity if the issuing authority of such public entity elects in an act of issuance to apply all or any of the provisions of this part 2 to the issuance of such securities. If a public entity elects to apply a provision of this part 2 and such provision conflicts with a provision of another statutory law, the provision of this part 2 shall control. No provision of this part 2 shall be interpreted to modify or limit the rights and powers conferred on such public entity by any other provision of state law, unless the public entity elects to use such provisions in the issuance of its securities. This part 2 shall not modify or limit any provisions of articles 51 and 59 of this title.

(2) Nothing in this part 2 authorizes an issuing authority to waive an election otherwise required under section 20 of article X or article XI of the Colorado constitution or to hold an election inconsistent with the election requirements in section 20 of article X.

C.R.S. 11-57-204 (section 20 of article X is TABOR)

Now, the URA is not issuing securities. Why would the URA elect to apply the SPSA? Technically, the City is not issuing securities either, but if it were, Council would need to act by Ordinance pursuant to Article II section 6 of the Charter.

This is just as dumb ... or dishonest ... as anything I have ever seen. But hey ... if someone else buys it and loans the URA a bunch of money or builds a bunch of stuff expecting future payment, that's just great in my book. Future councils will always have the unquestionable right to refuse to appropriate money for this purpose.

Which is why I have no reservation about telling you that the applicants are shining you all on. The play for TIF is just a play for gravy. Any one that knows anything about this knows that future revenues are not certain or enforceable. This is especially true were sales tax TIF is concerned. The language in the statute regarding sales tax is absolutely meaningless. It was superseded by TABOR and it really only had any meaning at all back when the DOR was still doing sales tax collections for municipalities.

The crazy thing about all this is ... I would not mind seeing Drake and College fixed up. I don't even mind the expenditure of some tax revenues to grease the skids. Honestly. All development gets subsidized. Some more than others. Sometimes the least desirable development gets subsidized the most. There is nothing wrong with tilting the playing field slightly towards objectives that serve public interest goals.

But you have to do it lawfully. As the law stands right now, there is no lawful way to use PSD mill levy dollars. I first tried to explain this back in 2014 when the first URA reform bill was vetoed by Hickenlooper. The school board has no discretion to commit MLO and bond dollars. I think people realize that. But PSD also may not lawfully commit its general fund levy dollars either. It's constitutional law. People like Kevin Bommer and the rest of the CML mafia have no clue.
The only reason that TIF worked before is because school boards had no discretion. (and also no standing *DURA v. Byrne*)

Why don't you wake up and start looking at ways to make desirable objectives happen ... without attempts to violate the law? There are ways.

Eric Sutherland

On Saturday, April 13, 2019, 2:06:04 PM MDT, Wade Troxell <WTroxell@fcgov.com> wrote:

Eric:

Are you going to stop your boorish, non constructive attacks and sign the agreement?

Mayor Wade Troxell
City of Fort Collins, Colorado

2017 Malcolm Baldrige Award - City of Fort Collins recognized for “an unceasing drive for radical innovation, thoughtful leadership, and operational excellence.”

---

With limited exceptions, emails and any files transmitted with them are subject to public disclosure under the Colorado Open Records Act (CORA). To promote transparency, emails will be visible in an online archive, unless the sender puts #PRIVATE in the subject line of the email. However, the City of Fort Collins can’t guarantee that any email to or from Council will remain private under CORA.

---

Sent from my iPhone

On Apr 13, 2019, at 12:53 PM, Eric Sutherland <sutherix@yahoo.com> wrote:

The following phrase appears in the IGA for the sales tax giveaway being presented to council.

*The Authority has elected to apply the provisions of Colorado’s Supplemental Public Securities Act in Part 2 of Article 57 in Title 11 of the Colorado Revised Statutes (the “Public Securities Act”) to the issuance of this Agreement.*

How much dumber can things get? The URA is not the issuing authority. The City is. The city is the party that is making the obligation.

The URA can't apply the SPSA to anything in this agreement, and, of course, it has not elected to do so. And even then, were the URA to issue debt, it could not do so by authorizing the execution of an IGA.

Under the SPSA, if the City were going to make an obligation, then Council would have to elect to apply the SPSA in an act of issuance. Authorizing an IGA is not an act of issuance.

The citizens of Fort Collins can’t trust John Duval further than they can throw him.

https://citydocs.fcgov.com/?cmd=convert&vid=72&docid=3330893&dt=AGENDA+ITEM&doc_download_date=APR-16-
The City of Fort Collins needs voter approval to make an irrevocable obligation of sales tax revenue to the URA.

See the TABOR amendment

(4) **Required elections.** Starting November 4, 1992, districts must have voter approval in advance for:

...  

(b) Except for refinancing district bonded debt at a lower interest rate or adding new employees to existing district pension plans, creation of any multiple-fiscal year direct or indirect district debt or other financial obligation whatsoever without adequate present cash reserves pledged irrevocably and held for payments in all future fiscal years.

There are no exceptions to this provision of TABOR that would apply to the IGA that is proposed.

City sales tax is exclusively a matter of local control. Any reference to obligations of city sales tax in the URA law are 1) pre-TABOR by at least 12 years, and 2) completely inapplicable because the state may not legislate in an area of local control.

Just as a historical note: The sales tax provisions added to both the URA and DDA law were legislated back when the City and County of Denver still had the state Department of Revenue collecting its Home Rule tax. The language was added to provide authorization to the DOR to divert sales tax directly to DURA .... just like Assessors/Treasurers divert property tax directly to URAs/DDAs today.

Prior to TABOR, City Council could make obligations of sales tax under the Charter. After TABOR, voter approval is required.

The intended recipients of this money know that it may not be relied upon. No one will loan money with the expectation of being repaid (besides the City Government itself).

Of course, the whole resolution is just as dumb as anything that comes out of City Hall these days. What is the point of pledging the sales tax increment before the plan area is even approved? This is is idiotic.

Eric
Montava News Wrote a New Post

Hi Darin Atteberry,

Montava News wrote a new post in Montava.

Shared Value

Recently we were asked to describe how the Montava development benefits the broader Fort Collins community, not just ...
Shared Value

Recently we were asked to describe how the Montava development benefits the broader Fort Collins community, not just the future residents who would live there. We welcome this opportunity, as the Master Plan has its roots in community wide benefits. Montava is a reflection of Fort Collins inclusive, conservation-oriented values.

- **NEFC Infrastructure:** Many residents along Country Club Road expressed deep concern about the existing infrastructure and lack of services in Northeast Fort Collins (NEFC). We agree, and Montava is key to enable upgrading the historically insufficient infrastructure, connectivity, amenities, and needed services. These existing issues may sit on the shelf for another 20 years without a catalyst providing the focus and energy to address them.

- **Capital Expansion Fees:** Montava will generate over $50,000,000 in capital expansion fees to be invested in NEFC and all over the City funding roads, bridges, parks, fire/police facilities and more.

- **Affordable Housing:** Our development partner is The Pacific Companies, one of the nation’s leading developers of affordable housing. We are committed to building at least 600 units of affordable and workforce housing that benefit the entire Fort Collins community. These homes will be integrated into the fabric of Montava by design and are planned to span the range from rental to ownership in many varieties. This will foster partnerships across a wide spectrum of people and organizations focused on meeting the challenge of housing affordability.

- **Integrated Income Model:** Montava can be a model for mixed-use and integrated mixed-income neighborhood development. We have committed to delivering 25% of our affordable/workforce housing with every 1,000 homes built. This approach supports our goal established in the beginning of Montava’s planning; true integration across incomes and housing types.

- **Community Agriculture:** The Native Hill Farm @ Montava will be a 40-acre farm that benefits the broader Fort Collins community and can also serve as a cornerstone for a city wide “food shed” being incubated now. We have studied models around the country where local farming is integrated into the fabric of community and have incredible partners to implement this plan. Poudre Valley Community Farms and Native Hill Farm will help bring this to life.

- **Strategically Planned Schools:** PSD Schools will be enabled, and strategically located to benefit students well beyond the boundaries of Montava. The elementary school site will be located in close proximity to the City’s Community Park, the Town Center, the Native Hill Farm and Natural Areas. It can be a hub of learning as unique as anywhere in the nation. A new elementary school in NEFC
is also critical to relieving car traffic along Country Club Road.

- **Mixed Use Town Center:** Building quality of life within short distances is key to development patterns of great places. Montava’s plan includes a Town Center to serve all NEFC and enable “nearby” life for both existing and future residents. It can also serve as a model for the redevelopment of historically conventional shopping centers in other parts of the City. Over time these centers should transition to mixed-use community life hubs as the inevitable happens to older retail models.

- **Multi Modal Development Pattern:** The mixed-use transect oriented design used by DPZ enables community that “captures trips”. This means when people can get to their important places via multiple modes of transportation, we can eliminate the need to always use a car. This is a well-known primary benefit of new urbanist communities. If you would like to see a local example, go eat some BBQ at The Rib House in Prospect New Town in Longmont Colorado. Or have a great espresso in the Cavegirl Coffee House. Prospect New Town is a DPZ designed New Urbanist community.

- **Enable Critical Community Services:** Montava’s design enables critical and valuable services that are missing in NEFC such as the next PFD fire station, medical facilities and services, City Recreation Center, Poudre River Public Library branch and more. This is more than just making space; it is how that space is planned, integrated, and accessible to the surrounding neighborhoods and region that is most important.

- **Potable Water Conservation Model:** Montava can also be an innovation leader for potable water conservation. There is room for improvement of water conservation in fixtures, home design, technology and excessive use rate structures. With a little more care meaningful differences can be made. Conservation is an important shared value of the Fort Collins community.

- **Non-Potable Irrigation System Model:** The development of a robust non-potable irrigation system integrated with native and xeric landscaping concepts can benefit beyond Montava. Working with CSU, BHA Design and others we can create a community that maximizes the natural design beauty and efficiency of water conservation in its landscaping. This centrally managed system also enables innovative technology implementation such as fertigation with organic fertilizers and other innovations. It can be a model beyond the boundaries of Montava.

- **Environmental Impact:** Montava will be a catalyst for sub-contractors to support the next level construction practices of Zero Energy Ready Homes. By adding significant scale of more energy-efficient construction practices, the experience base of the trades will grow making these practices more attainable for other builders in the City and region. Just as importantly, our largest environmental impact is where we live and how far that causes us to drive. New Urbanist development patterns in NEFC will substantially reduce the carbon footprint for thousands of future residents who would otherwise be forced to live outside the city and commute. Again, the idea is creating quality of life within short distances, and this has dramatic positive impacts on our carbon footprint.

- **Community Wealth Captured:** Keeping wealth in our community by bringing businesses, jobs, and city taxes into Fort Collins is vital for all who live here. In addition to the capital expansion fees, Montava’s property and sales taxes will generate substantial income to the City general fund.

- **Public Spaces:** We will be providing a variety of parks, plazas, playgrounds, and greenways walkable and bikeable from nearby neighborhoods as well as programming for events such as festivals, movies, and concerts that are accessible to all residents of NEFC.

- **Regional Storm Water System:** The Master Plan manages significant off-site stormwater within Montava generated in the NEFC region and beyond which
Shared Value

- **Natural Areas:** Providing large and connected restored natural corridors is an integral part of the Montava master plan in partnership with Fort Collins Natural Areas.
- **Responsible Growth:** We believe this is the definition of “responsible growth” which has been driving our planning from day 1.

Some might think this sounds too good to be possible, which is understandable. This is what we’ve spent years working on. I’ve often referred to Montava as a canvas enabling things that want to exist, but don’t have a place to do so. There is a tremendous need for wonderful, meaningful places in our society. We have simply worked to bring them to life in a master planned way for the benefit of everyone. That’s how Fort Collins rolls.....
From: Carrie Daggett
to: Delynn Coldiron
Subject: FW: Strong Work: North East Fort Collins Vision + Planning Meeting
Date: Thursday, January 30, 2020 6:23:39 PM

This probably needs to go in the Montava file....

From: Nick Armstrong <Nick@wtfmarketing.com>
Sent: Thursday, January 30, 2020 11:55 AM
To: City Leaders <CityLeaders@fcgov.com>; Susan Gutowsky <sgutowsky@fcgov.com>; Marcy Yoder <MYoder@fcgov.com>; Jeff Mihelich <jmihelich@fcgov.com>; Martina Wilkinson <mwilkinson@fcgov.com>
Subject: Strong Work: North East Fort Collins Vision + Planning Meeting

Howdy City Leaders,

I just wanted to give a quick shout-out and thank you to Marcy Yoder and the Neighborhood Services team who helped put together last night's North East Fort Collins vision + planning meeting.

We had attendance from County Commissioner Kefalas, City staff - Martina Wilkinson in particular, Fort Collins police, a Boxelder board member, and representatives from many of the local neighborhood HOAs among the many participants.

Marcy's dedication to ensuring that the residents of North East Fort Collins have opportunities for engagement and education is much appreciated and extremely valuable. Many members of my own neighborhood, Maple Hill, were in attendance and learned a great deal about the existing and future plans for North East Fort Collins. Folks who had traffic questions received both thoughtful and thorough answers from Martina with help from corresponding traffic maps.

This level of outreach and access is both refreshing and necessary to the sustainability of community stewardship and sense-of-place in North East Fort Collins and you have my utmost appreciation for this effort.

There is still work to be done (and a lot of process education to be conducted!) but we look forward to collaborating over our findings in a few months!

--

Nick Armstrong
Geek-In-Chief, WTF Marketing
My TEDx Talk - My Marketing Classes
p: 970-581-3036
e: Nick@WTFMarketing.com
w: WTFMarketing.com
Hey there,

Below is some correspondence we would like to be included in the Montava packet. This is public comment with response from City staff.

Thanks,
Clay

---

From: Martina Wilkinson <mwilkinson@fcgov.com>
Sent: Tuesday, February 4, 2020 5:19 PM
To: 'Greg George' <gregcgeorge8@gmail.com>
Cc: Clay Frickey <cfrickey@fcgov.com>; Rebecca Everette <reverette@fcgov.com>; Kyle Lambrecht <KLambrecht@fcgov.com>
Subject: Montava related questions submitted by Greg George

Hi Greg –

As a follow up to the meeting on January 24th among NE residents and City staff from Planning, Traffic and Engineering, see below for general notes and a written response to your submitted questions.

The meeting was organized in response to emails from Don Homan, Roger Hoffman, and Greg George after 1st reading of the Montava PUD. Interest from these three residents was primarily related to transportation. These individuals and five other residents met with five City staff for approximately 90 minutes with a varied discussion about growth in the NE, anticipated transportation improvements, Master Street Plan, Country Club Road, project traffic studies, Lemay/Vine, etc.

You provided a list of written questions, some of which we discussed during the meeting, and others that weren’t specifically addressed. Please see below for the responses, and as noted in the meeting, we’ll make the questions and responses a part of the public record for Montava.

Written questions from Greg George submitted during the 1/24 neighbors meeting with Traffic, Planning and Engineering staff:

1. Prior to a connection between Montava and Suniga being in place, what routes does the City staff see feasible for new residents in Montava to utilize Lemay and College to access Fort Collins east of Turnberry and south of vine?

   The existing roadway system in the area includes Timberline, Mountain Vista,
Douglas, Vine, and Country Club Road. Existing residents in that area utilize those roadways, or in some cases head east to I-25.

2. Have you prepared an answer to the question that couldn’t be answered at the Jan 14ᵗʰ hearing, which was, looking at the City’s budget projections, can City staff provide some certainty as to when the off-site street mitigations measures called for the Montava TIS be in place?

   The timing and scope of mitigation measures will depend on scope, scale, and impact of each phase of Montava. Details will not be known until a phase is submitted and detailed TIS specific to traffic at that time and impacts for that phase are analyzed.

3. What is the timing to have cost projections for a connection between Montava and Suniga and the overpass at Vine and Lemay?

   The existing connection between Montava, Suniga, and Vine/Lemay is along Timberline Road and Vine Drive. In the future, the Turnberry and Suniga connections will add to that connectivity. The Engineering Department is working with a consultant on concept level design and alignments for the Turnberry / Suniga connection. Cost estimates will be become more refined as the design progresses.

4. Significant new right-of-way will be required for any alignment connecting Montava to Suniga. Has City staff approached any of these property owners to initiate acquisition of right-of-way? Can the City acquire public right-of-way through property in Larimer County?

   There is an existing connection between the Montava area and Suniga along Timberline Road and Vine Drive. In the future, the Turnberry and Suniga connections will add to that connectivity. Work with impacted property owners is one of numerous future steps. Right-of-way will be purchased at fair market value. The City and County work collaboratively on acquisitions within the Growth Management Area.

5. Has City staff had or scheduled a meeting with County officials, including their traffic engineers, to solicit comments concerning their participation in a Montava connection to Suniga?

   The City has had a number of meetings with County staff that included discussions on transportation in the northeast, and specifically impacts and mitigation related to Montava. The County is a referral agency, and will receive all Montava submittals for review and comment.

6. What off-site street mitigation measures does the City staff anticipate will be in place to meet the PDO standard that phase 1A will be connected to a street that meets all City street standards, and, what street would that be?
It is not known what the first submittal of Montava will include. If and when that occurs, it will be reviewed against the City’s Land Use Code and Engineering Standards.

7. Is it even feasible to think that in 2021, when the developer has stated he plans to start phase 1A, the Montava to Suniga connection will be in place?

The mitigation measures for growth related to development are designed and anticipated to occur in conjunction and concurrent with development. Some mitigation measures in the immediate area and specific to Phase 1 may be required prior to release of building permits. The off-site project of Turnberry and Suniga extensions will be City managed with development funding and are anticipated to move forward generally concurrent with construction of Montava’s first phase.

8. With phase 1A, how does City Staff intend to make the finding required for a PDP that the development is contiguous to existing urban density development?

The phase 1 submittal will be reviewed against City Land Use Code and Engineering Standards. There are a number of existing urban density neighborhoods in the area, including Maple Hill.

Thanks, m

Martina Wilkinson, P.E. PTOE
Traffic Engineer
City of Fort Collins Traffic Operations
mwilkinson@fcgov.com
970-221-6887
Project Feasibility.

City Council should not grant final approval of the Montava PUD unless evidence has been presented demonstrating that development in accordance with the PUD phasing plan is reasonably feasible. Once the PUD is approved, with 25-year vested rights and a metro district, the developer obtains certain development rights (zoning and land use) and an expectation that development will be allowed to proceed in a timely manner. The developer’s lenders and investors have that same exception.

At a meeting on January 24, City traffic engineers agreed that the Turnberry Road / Suniga Drive connection is a critical traffic mitigation project to provide residents of Montava safe and convenient access to commercial services, such as a full service grocery store, and reduce additional traffic generated by Montava on Country Club Road. City engineers stated that completion of the Turnberry Road / Suniga Drive connection would require significant funding from developers, in addition to Montava, and the City.

There are significant uncertainties and complexities regarding the construction of the Turnberry Road / Suniga Drive connection that make it impossible to estimate when it will be in place:

A. Cost and funding sources;
B. Connection must cross private property in Larimer County;
C. More than 2 miles of right-of-way must be obtained from private property owners; and
D. Connection must cross two significant canals: the Larimer and Weld Canal and the Lake Canal.

Figure 1 illustrates the scale and complexities associated with construction of the Turnberry Road / Suniga Drive connection.
Current Status of Turnberry Road / Suniga Drive Connection: In an email dated January 31, Dan Woodward, Interim Capital Projects Manager, explained that at this time there are no funds to further design beyond approximately 10%. There is no timeline for when this could actually be constructed as those funds would need to come through City Council and formal budget processes. City staff is only now beginning to work with a private consultant to look at feasibility and preliminary design options.

Questions:
1. Is it feasible to anticipate that the Turnberry Road / Suniga Drive connection will be in place within the next 10 - 15 years?
2. If total funding was available today, what is a reasonable time frame for completion of project design, right-of-way acquisition, and project construction?
3. Is it reasonable to anticipate that development will be allowed to proceed in a timely manner when there is no timeframe for construction of the major street mitigation measures called for in the developer's Master TIS to meet the City’s Level of Service (LOS) standards for transportation?
4. Does City staff anticipate having to grant exceptions to the City’s LOS standards for transportation in order to recommend approval of subsequent Preliminary Development Plans?

Developer Expectations.
The developer has stated that he plans to start construction of Phase 1A some time in 2021. That means that the developer certainly anticipates submitting Preliminary Development Plan (PDP) applications prior to the Turnberry Road / Suniga Drive connection being in place. Most likely, several PDP applications before the connection is in place. The developer expects, and rightfully so, that subsequent PDP applications will be processed in accordance with provisions in the City’s development code.

City's Adequate Public Services Standards: As stated in Section 3.7.3 of the City’s development code, the fundamental purpose for the adequate public facilities and services standards is “to establish an ongoing mechanism which ensures that public facilities and services needed to support development are available concurrently with the impacts of such development”. Transportation facilities are included in the term “public facilities. This purpose statement is consistent with the following City Council policy statement in the Fort Collins Transportation Master Plan 2004, pg. 2-5: “Development will not be permitted where it cannot be adequately serviced by critical public facilities and services”.

However, Section 3.7.3 also includes provisions for granting exceptions to compliance with the City’s LOS standards. Building permits may be issued if the Director determines that the street improvements necessary to meet the City's Level of Service standards for transportation are “not reasonably related to and proportional to the impact of the development ...”. Certain types of guarantees are required to ensure that the necessary improvements are made sometime in the future, but the reality is that the improvements will not be in place concurrent with the impacts.

The practice of issuing building permits before the street improvements are in place to meet the City’s Level of Service standards for transportation is generally based on the assumption that the
detailed traffic impact studies required at the PDP level will demonstrate that the necessary street improvements are “not reasonably related to and proportional to the impact of the development”. This assumption may be valid in cases where the new development is contiguous to existing urban level development supported by an existing urban level street network.

This assumption is false with respect to the Montava PUD, due to its located in a rural area with only a basic 2-land rural road network and the unique traffic issues associate with the Great Western Railroad crossings.

The practice of issuing building permits prior to street improvements being in place is the norm in the City. This process allows the City to collect street impact fees for each new dwelling unit to help pay for traffic mitigation projects in the future.

However, this process is fatally flawed with respect to the Montava PUD. The street mitigation measures called for in the Master TIS, including the Turnberry Road / Suniga Drive connection, will not be in place for many years if they are delayed until new homes in Montava have paid a sufficient level of street impact fees. Until then, the City will approve development in Montava by granting exceptions to the City's Level of Service standards for transportation. As long as these approvals occur prior to the Turnberry Road / Suniga Drive connection being in place, this process will unquestionably have significant impacts on the existing rural road network, particularly Country Club Road.

**Question:** Is it reasonable to assume that Phases 1A and 1B and subsequent phases, as shown on the Montava Phasing Plan, will meet the stated fundamental purpose for the Adequate Public Services standards, “to establish an ongoing mechanism which ensures that public facilities and services needed to support development are available concurrently with the impacts of such development?”

As initial phases of the PUD move into the Preliminary Development Plan (PDP) process, the Planning Commission will be required to make certain findings regarding traffic impacts in order to grant approval.

**Question:** Given the rural nature of the existing street network and extensive street mitigation measures called for in the Master TIS, is it feasible to assume that initial Preliminary Development Plan applications will meet the requirement that the development be connected to a street that meets the City’s Level of Service standards for transportation, and if so, what street would that be?

**Short Term Impacts.**

If the Turnberry Road / Suniga Drive connection is not in place when new homes are built in Montava, travel routes for new residents to access the rest of Fort Collins will be limited to either N. Timberline Road or Country Club Road. Country Club Road will be the most direct route to access a full scale grocery store and other regional commercial services.

**Note:** At a meeting on February 4, City staff explained that traffic delays associated with the railroad crossings at N. LeMay Avenue and N. Timberline Road are not factored into the calculations of Level of Service (LOS). Therefore, the LOS classifications discussed in Section A, below, do not accurately reflect traffic delays often experienced at these intersections.
A. **N. Timberline Road:** According to the Montava Master TIS, congestion at the intersection of N. Timberline Road and E. Vine Drive is currently at a LOS D, which generally means that the intersection is approaching unstable flows. To avoid this congestion, and long delays at the railroad crossing, drivers either turn right on E. Vine Drive to access LeMay Avenue, or make an illegal u-turn in N. Timberline Road.

The N. LeMay Avenue / E. Vine Drive intersection is currently at a LOS E, which generally means that the intersection is subject to extreme congestion, and very high delays and long queues unacceptable to most drivers (Source: Table 4 - Existing Weekday Peak Hour Intersection Level of Service). The City’s general LOS intersection standard is level D.

The N. LeMay Avenue overpass at E. Vine Drive and the Great Western Railroad would mostly eliminate traffic congestion at this intersection. According to City staff, $12 million has been appropriated by City Council for this project. Total project cost is estimated to be $24 million. The remaining $12 million is subject to approval by City Council in future budget hearings. Therefore, City staff is unable to provide any certainty regarding completion of the overpass project.

**Conclusions:**
1. The LOS D classification for the N. Timberline Road and E. Vine Drive intersection does not reflect the true level of traffic congestion or public safety hazard at that intersection, due to traffic delays at the railroad crossing not being included in the calculation of LOS.

2. Due to the severe traffic delays at the N. Timberline Road and E. Vine Drive intersection, it’s reasonable to assume that new Montava residents, like existing residents, will seek alternative travel routes to access commercial services in Fort Collins.

3. Prior to the Turnberry Road / Suniga Drive connection being in place, this alternative travel route will be Country Club Road.

**Question:** If total funding was available today, how long would it take to complete the N. LeMay Avenue overpass project?

B. **Country Club Road:** Country Club Road west of Turnberry Road and the 13 intersections between Turnberry Road and Highway 1, including the intersection of Country Club Road and N. LeMay Avenue, were excluded from the Montava Master TIS. Therefore, the Master TIS provides no information regarding existing levels of service for these intersections.

Country Club Road is a two-lane rural road physically constrained by its proximity to Long Pond, adjacent homes, existing utilities and location on top of a dam. These constraints make modifications to Country Club Road necessary to accommodate additional Montava traffic unfeasible. No funding is included in the County’s 5 Year Capital Improvement Plan for improvements to Country Club Road (Source: Larimer County 2017 Transportation Mater Plan).

Between 2012 and 2018 traffic on Country Club Road increased from 6,000 to 8,000 average daily traffic (ADT), a 33% increase (Source: Letter From Larimer County Transportation Engineer).

Zoning for Phases 1A and 1B of the Montava PUD would allow up to 1,100 new homes. Unless new residents are provided a convenient alternative travel route to a full service grocery store, Country Club Road will experience a significant increase in traffic, possibly as
much as an additional 8,250 vehicle trips per day. **These additional vehicle trips would double the current traffic on Country Club Road** (Source: Montava Master Transportation Impact Study, Table 6 - Project Trip Generation Estimates, 7.5 vehicle trip per day - multifamily)

Residents in several neighborhoods adjacent to Country Club Road (e.g. Nedrah Acres, Greenbriar, Country Club Estates) must utilize Country Club Road to exit their neighborhoods. **Doubling traffic on Country Club Road would create long delays at residential intersections and result in a threat to public safety.**

Questions:

1. Given that initial phases of the Montava PUD will generate significant additional vehicle trips on Country Club Road, as described above, is it reasonable to assume that the 13 intersections along Country Club Road will meet applicable Larimer County level of service and public safety standards as development occurs?

2. What options does City staff considered feasible to ensure safe vehicle travel on Country Club Road with the additional vehicle trips generated by initial phases of Montava?

Purpose. The information provided herein is intended to assist City Council in making an informed and reasonable decision regarding the Montava PUD. The following are recommended actions and conditions City Council is respectfully requested to consider:

**Preferred Action:** Postpone final approval of the Montava PUD pending more certainty regarding the feasibility of the project being developed in a timely manner in accordance with the PUD phasing plan and without the necessity of granting exceptions to the City’s Level of Service Standards for transportation facilities as set forth in Section 3.7.3 (D) (1) of the City’s development code.

**Recommended Conditions of Approval:**

1. Country Club Road shall not be extended into the Montava PUD. **Comment:** The developer agreed to this condition at the January 14, 2020 public hearing.

2. Prior to any construction associated with the Montava PUD, a Construction Traffic Routing Plan shall be subject to approval by the Planning Commission at a duly noticed public hearing. The plan shall disallow any construction traffic on Country Club Road. **Comment:** The developer stated at the January 14, 2020 public hearing that he would never allow construction traffic to be routed to Country Club Road.

3. Notice of public hearings before the Planning Commission for Montava Preliminary Development Plans shall comply with the public hearing notice requirements for the Montava PUD. **Comment:** There were comments by some Council members at the January 14, 2020 hearing that, due to the significant number of people who attended the hearing, they wanted to make sure the same people were notified of future Planning Commission meetings.

4. Traffic impact studies for Preliminary Development Plans in Montava shall, at a minimum, include within their study areas Country Club Road extending from Turnberry Road west to Highway 1, including all intersections along this section of Country Club Road. **Comment:** This condition is necessary to ensure that this section
of Country Club Road is not excluded from future traffic impact studies as was the case with the Montava Master TIS.

5. No Preliminary Development Plan shall be approved by the Planning Commission unless the associated traffic impact study clearly demonstrates that the development complies with the City’s Level of Service Standards for transportation facilities as set forth in Section 3.7.3 (D) (1) of the City’s development code, without the Director granting exceptions to those standards. **Comment:** At the January 14, 2020 hearing, some City Council members asked City staff to come back at second reading of the ordinances with recommended conditions of approval to provide some level of certainty that subsequent PDPs would comply with the City’s Level of Service Standards with respect to transportation facilities.

I respectively request that this Position Statement be made part of the official record regarding the Montava PUD and that City staff provide answers to the questions contained herein prior to City Council taking final action on the Montava PUD.

I also respectfully request that this Position Statement be included in the City Council packet or, if received to later, be submitted to City Council as an addendum so they have an opportunity to read it before the public hearing.

Thank you for your consideration.

Sincerely,

Greg George
Montava PUD Annotated Illustrative Master Plan
MONTAVA - PUD MASTER PLAN
PURSUANT TO TITLE 24, ARTICLE 68, C.R.S., AND FORT COLLINS
LAND USE CODE 2.2.11(C), THIS MONTAVA PLANNED UNIT DEVELOPMENT - MASTER PLAN IS A SITE SPECIFIC DEVELOPMENT PLAN, THE APPROVAL OF WHICH CREATES A VESTED PROPERTY RIGHT, VALID FROM THE EFFECTIVE DATE OF THE ADOPTING ORDINANCE

LEGAL DESCRIPTION

THENCE FROM THE S89°35'02"E A DISTANCE OF 2638.10 FEET; THENCE S89°53'24"E A DISTANCE OF 1773.90 FEET; THENCE S00°00'00"E A DISTANCE OF 510.00 FEET; THENCE S89°53'24"E A DISTANCE OF 864.98 FEET; THENCE S00°16'21"E A DISTANCE OF 1475.57 FEET; THENCE S89°59'54"E A DISTANCE OF 397.54 FEET; THENCE S00°20'11"E A DISTANCE OF 380.10 FEET; THENCE S89°59'31"E A DISTANCE OF 397.12 FEET; THENCE S00°16'21"E A DISTANCE OF 1475.57 FEET; THENCE S00°06'47"W A DISTANCE OF 139.93 FEET; THENCE N89°11'06"W A DISTANCE OF 2627.63 FEET; THENCE N00°23'56"E A DISTANCE OF 510.00 FEET; THENCE N89°50'10"E A DISTANCE OF 2060.57 FEET; THENCE N00°29'18"W A DISTANCE OF 2644.95 FEET TO THE POINT OF BEGINNING.

OWNERS CERTIFICATION

OWNERS CERTIFICATION

N/A

VICTORY MAP

CONDITIONS OF APPROVAL

[To be inserted after final city council approval]
Civic Program
1. Library
2. Civic Building Reserve
3. Fire Station
4. Elementary School
5. Middle School
6. High School

Civic Space Program
1. City of Fort Collins Community Park
2. Plaza - With Active Programming
3. Square - Passive
4. Square - With Active Programming
5. Stormwater Area
6. Green - Passive
7. Green - With Active Programming
8. Green - With Passive Recreation / Stormwater Area
9. Compact Green - Passive
10. Linear Greenway - Passive
11. Linear Greenway - With Stormwater Conveyance
12. Natural Areas & Stormwater Management

Miscellaneous
1. Red-tailed Hawk Nest
2. Gas Well

Civic Space Program Activities
Formal Gatherings, Performances: 8, 12
Community Gardens: 7, 9, 10, 11, 13, 14
Playgrounds: 7, 9, 10, 11, 13, 14
Unstructured Sports: 7, 9, 10, 11, 13
Structured Sports: 7
Trails: 7, 15, 16, 17

Note: This Annotated Illustrative Master Plan indicates the proposed general locations and approximate sizes of potential future uses and features within the PUD Master Plan. Detailed information regarding such uses and features will be provided at the time of individual Project Development Plan submittals. The Library, Civic Build Reserve, Fire Station, and Community Park are subject to acquisition and development of such sites by the City, the City of Fort Collins Community Park is subject to acquisition and development of such sites by the City, and the Elementary, Middle, and High School sites are subject to acquisition and development of such sites by the Poudre School District.
Montava PUD Annotated Illustrative Master Plan
Existing Zoning

The land to be included in Montava totals approximately 999 acres, and is currently zoned (I) Industrial, (E) Employment, and (L-M-N) Low Density Mixed-Use Neighborhood. Applicant is taking this opportunity to plan a true New-Urbanist community with an integrated mix of uses including housing, employment, schools, parks, natural areas and agriculture. It is estimated that there will be approximately 4,200 dwelling units, approximately 450,000 to 750,000 square feet of nonresidential uses including commercial, industrial and employment uses with sufficient parking to support all such nonresidential uses, with buildings ranging in height from one to five stories. Please see the boundaries of the existing zone districts and the general layout of Montava on the Existing Zoning Plan below, and an explanation of the proposed uses in Chapter 2 of the PUD Master Plan Uses, Densities, and Development Standards.

Montava PUD Master Plan – Existing Zoning Plan
Chapter 2 – Montava PUD Master Plan Description and Intent

2.1 Overall Project

Montava is a significant traditional neighborhood development infused with agrarian elements, expressing the site’s past and surrounding context. Montava is comprised of a series of connected neighborhoods, each unique in layout, character, intensity, and surroundings. All neighborhoods are compact and walkable, with some of a higher intensity and others lower in intensity. The site’s topography and open spaces permeate Montava, pulling natural areas and recreational spaces into the heart of the community.

Focal Points

There are two primary focal points in the design of Montava: the Town Center and the Farm. Both are connected by a central axis, oriented with Long’s Peak and organizing the design. To the southwest, the Town Center anchors Montava at Mountain Vista Drive and Timberline Road, supporting a future Community Park to be developed by the City and future nearby development. To the northeast, the Farm and more agrarian-centric development blends into a natural area and stormwater corridor.
Conceptual Development Phasing Plan
The boundaries of the Transect and Special Districts of the Montava PUD Master Plan which are depicted in Figure 1 below and on Sheet 6 of the Montava PUD Master Plan and are incorporated herein by reference. The Transect and Special Districts are described below in Sections 2.1.2 through 2.1.6.

Figure 1- Transect District Map
b. Accessory dwelling units are estimated to add additional net density at the rate specified in Table 3-1.1.

c. Following existing zone districts in the Land Use Code, maximum density is not specified. Maximum density is limited by use, lot size, and parking requirements.

d. Phases E, H and I do not define a minimum density as these areas include a significant non-residential component, supported by adjacent housing in other phases.

Figure 2- Conceptual Development Phasing Plan
Montava Planned Unit Development (PUD) Master Plan
Clay Frickey
Timeline Summary

• Planning & Zoning Board Hearing – August 15, 2019
• City Council Meeting – January 14, 2020
  - Approved Montava PUD Master Plan on first reading
  - Approved Development Agreement extending the term of vested rights for Montava on first reading
  - Adopted amendments to Mountain Vista Subarea Plan, Master Street Plan and Parks & Recreation Policy Plan
  - Adopted Development Agreement securing public benefits for the Montava Metropolitan District
• City Council Meeting – February 18, 2020
  - Consider second reading of Montava PUD Master Plan
  - Consider second reading of vested rights Development Agreement
Buildout of Master Street Plan

Full build-out of Master Street Plan $900 million
Build-out of Master Street Plan in NE Fort Collins $300 million

Funding sources:
• Development
• Transportation Capital Expansion Fee (TCEF)
• Budgeting for Outcomes (BFO)
Each phase of Montava must:
- Submit Traffic Impact Study (TIS)
- Meet Adequate Public Facilities (APF) standards

Staff recommends new condition of approval:
- Country Club Road connection to Montava required
- Vehicle access prohibited until Turnberry connects to E/W arterial
- Bike/pedestrian access only in the interim
Anheuser Busch Buffer – Subarea Plan

Mountain Vista Subarea Plan

Existing Zoning

Proposed Employment Buffer

Attachment: PowerPoint Presentation (8736 : SR 014 Montava PUD Master Plan)
This map illustrates transit propensity based on adjusted population and employment density.
## Communication Plan

<table>
<thead>
<tr>
<th>DEVELOPMENT ACTIVITY</th>
<th>Mailed Notice</th>
<th>Sign Posted</th>
<th>Published Notice</th>
<th>Council Memo</th>
<th>Web Update</th>
<th>Email Notification</th>
<th>Social Media Update¹</th>
</tr>
</thead>
<tbody>
<tr>
<td>Neighborhood Meeting (Opportunity for Public Input)</td>
<td>X</td>
<td>X</td>
<td>(X)</td>
<td>(X)</td>
<td>(X)</td>
<td>(X)</td>
<td>(X)</td>
</tr>
<tr>
<td>PDP Submittal (Informational)</td>
<td></td>
<td>X</td>
<td>(X)</td>
<td>(X)</td>
<td>(X)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Hearing (Opportunity for Public Input)</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>(X)</td>
<td>(X)</td>
<td>(X)</td>
<td>(X)</td>
</tr>
</tbody>
</table>

X – required by code  (X) – additional communication by City staff

Attachment: PowerPoint Presentation (8736 : SR 014 Montava PUD Master Plan)
Staff recommends City Council approve the Montava Planned Unit Development (PUD) Overlay, ODP180002 with conditions.
ORDINANCE NO. 014, 2020
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROVING THE MONTAVA PUD MASTER PLAN AND
MONTAVA PUD OVERLAY, ODP 180002

WHEREAS, Land Use Code Divisions 2.15 and 4.29 provide for the establishment of a Planned Unit Development (“PUD”) Overlay that is superimposed upon existing zoning and allows additional uses and modified densities and development standards not otherwise available in the underlying zoning; and

WHEREAS, Land Use Code Divisions 2.15 and 4.29 set forth the applicable standards that must be satisfied in order for a PUD Overlay to be approved and specifies that City Council is the decision maker for PUD Overlay applications greater than 640 acres after receiving a Planning and Zoning Board recommendation; and

WHEREAS, on February 15, 2011, City Council adopted Resolution 2011-015, adopting City Plan as the City’s comprehensive master plan (the “2011 City Plan”); and

WHEREAS, on April 16, 2019, City Council adopted Resolution 2019-048, adopting an updated version of the 2011 City Plan (the “2019 City Plan”); and

WHEREAS, because the Montava PUD Overlay application was submitted prior to adoption of the 2019 City Plan, the 2011 City Plan and its applicable elements were utilized in reviewing the Montava PUD Master Plan; and

WHEREAS, the City Plan elements amended in Resolution 2020-004 regarding the Mountain Vista Subarea Plan, Resolution 2020-005 regarding the Master Street Plan, and Resolution 2020-006 regarding the Parks and Recreation Policy Plan were elements of the 2011 City Plan, and continue to be elements of the 2019 City Plan, as amended in said resolutions; and

WHEREAS, on this date, the City Council will consider adoption on first reading of Ordinance No. 040, 2020, ratifying and adopting as of the original date of their adoption (nunc pro tunc) the 2011 City Plan and each of its separately adopted elements, the 2019 City Plan and each of its separately adopted elements, including but not limited to the City Plan elements adopted in Resolution 2020-004, Resolution 2020-005, and Resolution 2020-006 (collectively, the “Plans”) and

WHEREAS, a PUD Master Plan substitutes for an Overall Development Plan and contains the specific information regarding the associated PUD Overlay including allowable additional uses and modified densities and development standards applicable; and

WHEREAS, no building permit for the development of any phase within the PUD Overlay shall be issued until the City has approved a Project Development Plan and Final Plan in conformance with the approved PUD Master Plan for the respective phase to be constructed; and
WHEREAS, HF2M, Inc., the developer of the Montava project ("Developer"), has submitted the Montava PUD Master Plan, attached hereto as Exhibit "A" and incorporated herein, for Council approval of the Montava PUD Overlay covering approximately 999 acres of land located in northeast Fort Collins, legal description attached hereto as Exhibit "B" and incorporated herein; and

WHEREAS, prior to submittal of the PUD Master Plan, preapplication hearings were held before Council on December 13, 2017, and September 25, 2018; and

WHEREAS, on August 15, 2019, the Planning and Zoning Board on a 5-0 vote recommended that City Council approve the Montava PUD Overlay and Master Plan, including the requested additional uses and modification of density and development standards, with a condition of approval regarding buffers around the two abandoned oil wells within the PUD Overlay; and

WHEREAS, the Planning and Zoning Board on a 5-0 vote further recommended that City Council approve the amendments proposed in the Montava PUD Master Plan to the Mountain Vista Subarea Plan, Master Street Plan, and Parks and Recreation Policy Plan, subject to certain conditions of approval (collectively, the "Policy Plan Amendments") and recommended that approval of the Montava PUD Master Plan be conditioned upon City Council adopting the Policy Plan Amendments; and

WHEREAS, on January 14, 2020, and February 18, 2020, the City Council held public hearings on the Montava PUD Overlay and PUD Master Plan at which the applicant, City staff, and the public provided testimony and evidence for Council consideration.

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

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

Section 2. That the City Council hereby approves the Montava PUD Master Plan, attached hereto as Exhibit “A”, and creates the Montava PUD Overlay, ODP 180002, finding that the PUD Master Plan complies with the applicable Land Use Code requirements so long as the conditions of approval contained in Exhibit “C”, attached hereto and incorporated herein, regarding the Policy Plan Amendments, oil and gas wells, and Country Club Road are fulfilled.

Section 3. That should City Council not approve on second reading, on or before March 25, April 21, 2020, Ordinance No. 015, 2020, regarding any one or more of the Policy Plan Amendments and/or either or both of the development agreements addressing, inter alia, extended vested rights for the PUD Master Plan and the securing of public benefits, the approval of the Montava PUD Overlay and associated Master Plan shall automatically become null and void and deemed denied.
Section 4. That the conditional approval with conditions of the Montava PUD Overlay and associated Montava PUD Master Plan is based upon the materials provided to City Council for the January 14, 2020, and February 18, 2020, hearings, the Planning and Zoning Board recommendation, the testimony and evidence provided for and at the hearing, and Council discussion.

Section 5. That the City Council adopts the findings provided in the City staff reports provided for the August 15, 2019, Planning and Zoning Board hearing and the January 14, 2020, and February 18, 2020, Council hearings.

Section 6. That the conditional approval with conditions of the Montava PUD Overlay and associated PUD Master Plan is in furtherance of the purposes of the Land Use Code and in the best interests of the citizens of Fort Collins.

Section 7. That the approval with conditions of the Montava PUD Overlay and associated PUD Master Plan is made in reliance on the applicable provisions of the Plans, as hereinafter ratified and adopted in Ordinance No. 040, 2020.

Section 8. That the approval with conditions of the Montava PUD Overlay and associated PUD Master Plan as set forth herein shall be final and effective as of the effective date of Ordinance No. 040, 2020.

Section 9. That a copy of this Ordinance with all attachments shall be recorded in the Office of the Larimer County Clerk and Recorder promptly after the effective date of this Ordinance the approval as provided in Section 8, with all recording fees paid by the Developer.

Introduced, considered favorably on first reading, and ordered published this 14th day of January, A.D. 2020, and to be presented for final passage on the 18th day of February, A.D. 2020.

__________________________________________________________
Mayor

ATTEST:

__________________________________________________________
City Clerk
Passed and adopted on final reading on the 18th day of February, A.D. 2020.

__________________________________
Mayor

ATTEST:

__________________________________
City Clerk
MONTAVA – PUD MASTER PLAN

The Montava – PUD Master Plan is a long-term plan for the development of approximately 999 acres of contiguous land in the Mountain Vista Subarea of the City of Fort Collins, Colorado (“City”), proposed and approved in accordance with Land Use Code Division 4.29, which master plan will direct and guide subsequent project development plans and final plans therein.

The Montava – PUD Master Plan includes the following documents:

1. This PUD Master Plan Summary
2. Montava PUD Master Plan PUD Design Narrative
3. Sheets 1 through 7 of the Montava – PUD Master Plan:
   - Sheet 1: Cover Sheet
   - Sheet 2: Existing Conditions & Natural Features Map
   - Sheet 3: Illustrative Master Plan
   - Sheet 4: Annotated Illustrative Master Plan
   - Sheet 5: Existing Zoning
   - Sheet 6: PUD Transect Districts and Special Districts
   - Sheet 7: Development Phasing Plan
4. Montava PUD Master Plan Uses, Densities and Development Standards
5. Permitted Land Use Code Development Standards, Appendix A to this PUD Master Plan Summary
6. Variances from Engineering Design Standards and Proposed Alternate Designs submitted with such variances, Appendix B to this PUD Master Plan Summary

VESTED PROPERTY RIGHTS

Pursuant to the PUD Overlay Regulations, the uses, densities and development standards of the Land Use Code and those for which modifications have been granted, and the Engineering Design Standards for which variances have been granted are eligible for vested property rights. Therefore, the applicant submitted a vested property rights request to the City which requests vested property rights for the items described in Appendix C to this Master Plan Summary.
SUPPLEMENTAL DOCUMENTATION

The following documents were submitted to the City as part of the required submittal items for the Montava – PUD Master Plan, and are on file in the Planning Department of the City and are requested to be incorporated into the Montava record:

- Context Diagram
- Master Drainage Report
- Preliminary Water Demand Memorandum
- Master Traffic Impact Study
- Phase 1 Environmental Assessment
- Preliminary Subsurface Exploration Report
- Ecological Characterization Report
- Approved Jurisdictional Determination Letter
- Review Types compared with current Land Use Code
- Staff review comments and applicant’s responses
- Mountain Vista Subarea Plan amendment request
- Master Street Plan Amendment Request
- Letters of Intent
- Vested Property Rights Request

The following documents were prepared to assist in the City’s evaluation of Montava – PUD Master Plan and to facilitate preparation and evaluation of future project development plans and final development plans within the Montava – PUD Master Plan. They are on file in the Planning Department of the City and are requested to be incorporated into the Montava record. Nothing herein requires that any future project development plans or final development plans be designed in accordance with such supplemental information nor does it prevent the use of designs not included in such information. Rather, the purpose of the following documents is to memorialize discussions which have taken place between City staff and the Developer on these matters as a baseline for future project development plan and final development plan preparation and evaluation.

- Parks Diagram
- Bicycle Plan
- Block Level Detail Studies
- Arterial Intersections Diagram
- Pedestrian Sheds
- Grading and Utility Plans
- Street Sections Booklet
- Information regarding TCEF percentages
- Information regarding stormwater design assumptions
- Information regarding utility location and design assumptions
- Information regarding Natural Areas design and partnership
- Information regarding park, trail, grade-separated crossings
- COGCC well site documentation
- Sampling and Analysis Plan, TRC, June 21, 2018
- Phase II Environmental Site Assessment
- Conceptual Agreement – Natural Areas – Montava Partnership

Vested property rights are not requested for the Supplemental Documentation.
Appendix A

to Montava PUD Master Plan Summary

Development Standards of the Land Use Code

<table>
<thead>
<tr>
<th>Sec.</th>
<th>Description</th>
<th>Appendices*</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.2.1(K)</td>
<td>Utilities and Traffic - Minimum dimension requirements for tree/utility and traffic control device separations, with the exception noted in Appendix A-1</td>
<td>Appendix A-1</td>
</tr>
<tr>
<td>3.6.2</td>
<td>Streets, Streetscapes, Alleys And Easements – Transportation Network Design and Implementation</td>
<td>Appendix A-2</td>
</tr>
<tr>
<td>3.6.3</td>
<td>Street Pattern and Connectivity Standards</td>
<td>Appendix A-3</td>
</tr>
<tr>
<td>3.6.4</td>
<td>Transportation Level of Service Standards</td>
<td>Appendix A-4</td>
</tr>
<tr>
<td>3.7.3</td>
<td>Adequate Public Facilities</td>
<td>Appendix A-5</td>
</tr>
<tr>
<td>3.8.7</td>
<td>Signs (all provisions of Sec. 3.8.7 that are not modified by Chapter 8 of the Montava PUD Master Plan Uses, Densities and Development Standards)</td>
<td>Appendix A-6 as amended by Ordinance No. 141, 2018</td>
</tr>
<tr>
<td>3.8.26</td>
<td>Buffering for Residential and High Occupancy Building Units (all provisions of Sec. 3.8.26 that are not modified by Chapter 11 of the Montava PUD Master Plan Uses, Densities and Development Standards)</td>
<td>Appendix A-7</td>
</tr>
<tr>
<td>3.8.31</td>
<td>Urban Agriculture</td>
<td>Appendix A-8</td>
</tr>
<tr>
<td>4.29</td>
<td>Planned Unit Development (PUD) Overlay</td>
<td>Appendix A-9</td>
</tr>
</tbody>
</table>

* Appendices A-1 through A-9 include the text of the Land Use Code Development Standards cited herein, as of the Effective Date of the Montava – PUD Master Plan.
3.2.1 - Landscaping and Tree Protection

(K) **Utilities and Traffic.** Landscape, utility and traffic plans shall be coordinated. The following list sets forth minimum dimension requirements for the most common tree/utility and traffic control device separations. Exceptions to these requirements may occur where utilities or traffic control devices are not located in their standard designated locations, as approved by the Director. Tree/utility and traffic control device separations shall not be used as a means of avoiding the planting of required street trees.

1. Forty (40) feet between shade trees and streetlights. Fifteen (15) feet between ornamental trees and streetlights. (See Figure 2.)

**Figure 2**

Tree/Streetlight Separations

![Diagram showing tree and streetlight separations](image)

*2) Twenty (20) feet between shade and/or ornamental trees and traffic control signs and devices.

3) Ten (10) feet between trees and water or sewer mains.

4) Six (6) feet between trees and water or sewer service lines.

5) Four (4) feet between trees and gas lines.

6) Street trees on local streets planted within the eight-foot-wide utility easement may conflict with utilities. Additional conduit may be required to protect underground electric lines.

* Tree/streetlight separations greater than twenty (20) feet between shade and/or ornamental trees and traffic control signs and devices can be required if determined by the City in connection with a project development plan to be necessary for safe traffic operation.
Appendix A-2

to PUD Master Plan Summary

3.6.2 - Streets, Streetscapes, Alleys And Easements

(A) **Purpose**. This Section is intended to ensure that the various components of the transportation network are designed and implemented in a manner that promotes the health, safety and welfare of the City.

(B) **General Standard**. Public streets, public alleys, private streets, street-like private drives and private drives shall be designed and implemented in a manner that establishes a transportation network that protects the public health, safety and welfare. Rights-of-way and/or easements for the transportation system shall be sufficient to support the infrastructure being proposed. The transportation network shall clearly identify construction and maintenance responsibilities for the proposed infrastructure. All responsibilities and costs for the operation, maintenance and reconstruction of private streets, street-like private drives and private drives shall be borne by the property owners. The City shall have no obligation to operate, maintain or reconstruct such private streets, street-like private drives and private drives nor shall the City have any obligation to accept such private streets, street-like private drives and private drives.

(C) Streets on a project development plan or subdivision plat shall conform to the Master Street Plan where applicable. All streets shall be aligned to join with planned or existing streets. All streets shall be designed to bear a logical relationship to the topography of the land. Intersections of streets shall be at right angles unless otherwise approved by the City Engineer.

(D) Cul-de-sacs shall be permitted only if they are not more than six hundred sixty (660) feet in length and have a turnaround at the end with a diameter of at least one hundred (100) feet. Surface drainage on a cul-de-sac shall be toward the intersecting street, if possible, and if not possible a drainage easement shall be provided from the cul-de-sac. If fire sprinkler systems or other fire prevention devices are to be installed within a residential subdivision, these requirements may be modified by the City Engineer according to established administrative guidelines and upon the recommendation of the Poudre Fire Authority.

(E) Except as provided in subsection (D) above for cul-de-sacs, no dead-end streets shall be permitted except in cases where such streets are designed to connect with future streets on abutting land, in which case a temporary turnaround easement at the end of the street with a diameter of at least one hundred (100) feet must be dedicated and constructed. Such turnaround easement shall not be required if no lots in the subdivision are dependent upon such street for access.

(F) If residential lots in a subdivision abut an arterial street, no access to individual lots from such arterial street shall be permitted.

(G) Lots having a front or rear lot line that abuts an arterial street shall have a minimum depth of one hundred fifty (150) feet.

(1) **Alternative Compliance**. Upon request by the applicant, the decision maker may approve an alternative lot plan that does not meet the standard of this subsection if the alternative lot plan includes additional buffering or screening that will, in the judgment of the decision maker, protect such lots from the noise, light and other potential negative impacts of the arterial street as well as, or better than, a plan which complies with the standard of this subsection.

(2) **Procedure**. Alternative lot plans shall be prepared and submitted in accordance with the submittal requirements for streets, streetscapes, alleys and easements as set forth in this Section and landscape plans as set forth in Section 3.2.1. The alternative lot plan shall clearly identify and discuss the modifications and alternatives proposed and the ways in which the plan will equally well or better accomplish the purpose of this subsection than would a plan which complies with the standards of this subsection.

(3) **Review Criteria**. To approve an alternative lot plan, the decision maker must first find that the proposed alternative plan accomplishes the purpose of this subsection as well as, or better than,
a lot plan which complies with the standard of this subsection. In reviewing the proposed alternative plan, the decision maker shall take into account whether the lot plan provides screening and protection of the lots adjacent to the arterial street from noise, light and other negative impacts of the arterial street equally well or better than a plan which complies with the standard of this subsection.

(H) Reverse curves on arterial streets shall be joined by a tangent at least two hundred (200) feet in length.

(I) The applicant shall not be permitted to reserve a strip of land between a dedicated street and adjacent property for the purpose of controlling access to such street from such property unless such reservation is approved by the City Engineer and the control of such strip is given to the City.

(J) Street right-of-way widths shall conform to the Larimer County Urban Area Street Standards as approved and amended by the City Council from time to time by ordinance or resolution.

(K) Streetscape design and construction, including medians and parkways, shall conform to the Larimer County Urban Area Street Standards as approved and amended by the City Council from time to time by ordinance or resolution. Any permits that are required pursuant to the Larimer County Urban Area Street Standards shall be obtained by the applicant before the construction of the street, streetscape, sidewalk, alley or other public way (as applicable) is commenced.

(L) Public alleys shall be controlled by the following requirements:

1. **When Allowed.** Public alleys in residential subdivisions shall be permitted only when: (a) they are necessary and desirable to continue an existing pattern or to establish a pattern of alleys that will extend over a larger development area, and (b) they are needed to allow access to residential properties having garages or other parking areas situated behind the principal structure and the principal structure is on a residential local street. Public alleys shall also be provided in commercial and industrial areas unless other provisions are made and approved for service access.

2. **Design Construction Requirements.** All public alleys shall be constructed in conformance with the Larimer County Urban Area Street Standards as adopted by the City Council by ordinance or resolution, except those public alleys within the N-C-L, N-C-M and N-C-B zone districts that do not abut commercially zoned properties and that provide access only for carriage houses and habitable accessory buildings as such terms are described in Article 4. Dead-end alleys shall not be allowed.

(M) **Private Streets.** Private streets shall be controlled by the following requirements:

1. **When Allowed.** Private streets shall be allowed in a development, provided that their function will only be to provide access to property within the development. Private streets shall not be permitted if (by plan or circumstance) such streets would, in the judgment of the City Engineer, attract "through traffic" in such volumes as to render such streets necessary as connections between developments, neighborhoods or other origins and destinations outside of the development plan.

2. **Design Requirements.** Designs for private streets shall meet all standards for public streets in accordance with the Larimer County Urban Area Street Standards, as adopted by the City Council by ordinance or resolution. Optional treatments beyond the minimum city standards, such as landscaped medians or other decorative features, will not be approved unless the City determines that such treatments present no safety risk to the public and that the City's utilities will not incur maintenance or replacement costs for their utilities above normal costs associated with the City's standard design. As with public streets, the design of private streets must be completed by or under the charge of a professional engineer licensed by the State of Colorado. The design for all private streets shall be included in the utility plans for the development.

3. **Construction Requirements.** The construction of all private streets shall be under the direct supervision of a professional engineer licensed by the State of Colorado, who must certify that all improvements for private streets have been completed in accordance with the plans approved by
the City. In addition, the construction of private streets shall be subject to inspection by the City Engineer for compliance with city standards established in the Larimer County Urban Area Street Standards, as adopted by the City Council by ordinance or resolution, and in accordance with the approved plans for the development. All private streets shall be subject to the same bonding and warranty requirements as are established for public streets.

(4) Traffic Control. All traffic control devices for the private street system, such as signs, signals, striping, speed control devices (traffic calming) and speed limits, must meet city standards. All plans for traffic control, including any proposed revisions, must be reviewed and approved by the Traffic Engineer prior to installation thereof.

(5) Operation, Maintenance and Reconstruction. The developer of a private street system must submit to the City that portion of the covenants, declarations and/or bylaws of the appropriate property owners association which defines the responsibilities for the operation, maintenance and reconstruction of the private street system, the costs of which must be borne by the property owners and not the City. The documents must provide for maintenance, reconstruction, drainage, lighting, landscaping, traffic control devices and any other special conditions. This information must also be shown on the plat and site plan for the development with the added statement that the City has no obligation to perform or pay for repair and maintenance or any obligation to accept the streets as public streets. At the time of recording of the plat, the developer shall also record a notice in the Larimer County, Colorado records showing the location of such street and identifying the property or properties which are burdened with the obligation of operation, maintenance and reconstruction of such street, and affirming that the City has no such obligation, or any obligation to accept such street as a public street.

(6) Naming and Addressing. Private streets shall be named and addressed in the same manner as public streets, in accordance with the laws and standards of the City.

(7) Gated Developments. Gated street entryways into residential developments are prohibited in accordance with subsection 3.6.3(G). Gated entryways for private streets are also prohibited.

(N) Private Drives and Street-Like Private Drives.

(1) When Allowed.

(a) Internal access or additional cross-access. Private drives shall be allowed in a development, provided that their function will only be to provide access to property within the development or additional cross-access between developments that are also connected by a street(s). Private drives shall not be permitted if (by plan or circumstance) such drives would, in the judgment of the City Engineer, attract "through traffic" in such volumes as to render such drives necessary as connections between developments, neighborhoods or other origins and destinations outside of the development plan.

(b) Primary access. A private drive shall be allowed to provide primary access to a development, provided that the drive is in compliance with subparagraph (a) above.

(c) Street-Like Private Drives. A street-like private drive shall be allowed as primary access to facing buildings or to parcels internal to a larger, cohesive development plan, or for the purposes of meeting other requirements for streets. Street-like private drives shall be designed to include travel lanes, on-street parking, tree-lined border(s), detached sidewalk(s) and crosswalks. Other features such as bikeways, landscaped medians, corner plazas and pedestrian lighting may be provided to afford an appropriate alternative to a street in the context of the development plan.

On-street parking for abutting buildings may be parallel or angled. Head-in parking may only be used in isolated parking situations.

Such street-like private drives must be similar to public or private streets in overall function and buildings shall front on and offer primary orientation to the street-like private drive.
Street-like private drives may be used in conjunction with other standards, such as block configuration, orientation to connecting walkways, build-to-lines, or street pattern and connectivity.

(d) Neither a private drive nor a street-like private drive shall be permitted if it prevents or diminishes compliance with any other provisions of this Code.

(2) Design Requirements. Private drives shall be designed to meet the following criteria:

(a) If any property served by the private drive cannot receive fire emergency service from a public street, then all emergency access design requirements shall apply to the private drive in accordance with Section 3.6.6. An "emergency access easement" must be dedicated to the City for private drives that provide emergency access.

(b) Private drives which must comply with Section 3.6.6 for emergency access shall be limited to an overall length of six hundred sixty (660) feet from a single point of access (measured as the fire hose would lay).

(c) The design of private drives shall comply with all the standards for Emergency Access as contained in Section 3.6.6.

(d) Access locations on public or private streets shall be placed in accordance with City standards.

(e) The connection of a private drive with a public street shall be made in accordance with City street standards.

(f) If drainage from a private drive is channeled or directed to a public street, such drainage shall be in accordance with City street standards.

(3) Construction Requirements. The construction of all private drives shall be under the direct supervision of a professional engineer licensed by the State of Colorado, who must certify that all improvements for private drives have been completed in accordance with the plans approved by the City. In addition, the construction of private drives that will serve emergency access purposes shall be inspected by the City Engineer for compliance with city standards and the approved plans in the same manner as is required by the City for public streets.

(4) Operation, Maintenance and Reconstruction. The developer of a private drive must submit to the City that portion of the covenants, declarations and/or by-laws of the appropriate property owners association which defines the responsibilities for the operation, maintenance and reconstruction of the private drive, the costs of which must be borne by the property owners and not the City. The documents must provide for maintenance, reconstruction, drainage, policing and any other special conditions. This information must also be shown on the plat and site plan for the development with the added statement that the City has no obligation to perform or pay for repair and maintenance or any obligation to accept the private drives as public streets. At the time of recording of the plat, the developer shall also record a notice in the Larimer County, Colorado records showing the location of such drive and identifying the property or properties which are burdened with the obligation of operation, maintenance and reconstruction of such drive, and affirming that the City has no such obligation, nor any obligation to accept such drive as a public street or drive.

(5) Naming and Addressing. Private drives shall be named, if necessary, to comply with the standards for Emergency Access as contained in Section 3.6.6. Addressing of the property shall be assigned by the City in conformance with the Larimer County Urban Area Street Standards.

(6) Gated Developments. Gated street entryways into residential developments are prohibited in accordance with subsection 3.6.3(G). Gated entryways for private drives are also prohibited.

(O) Easements. Easements shall be controlled by the following requirements:

(1) Public and private easements shall be provided on lots for utilities, public access, stormwater drainage or other public purposes as required and approved by the City Engineer.
(2) Pedestrian and bicycle paths shall be provided to accommodate safe and convenient pedestrian and bicycle movement throughout the subdivision and to and from existing and future adjacent neighborhoods and other development; all such pedestrian and bicycle paths shall be constructed in conformity with the Larimer County Urban Area Street Standards as adopted by the City Council by ordinance or resolution.

(3) Development plans shall incorporate and continue any public access easements so as to connect them to any such easements that exist on abutting properties.

(4) The subdivider shall be responsible for adequate provisions to eliminate or control flood hazards associated with the subdivision in accordance with Chapter 10 of the City Code. Agreements concerning stormwater drainage between private parties shall be subject to City review and approval.

Appendix A-3

to PUD Master Plan Summary

3.6.3 - Street Pattern and Connectivity Standards

(A) **Purpose.** This Section is intended to ensure that the local street system is well designed with regard to safety, efficiency and convenience for automobile, bicycle, pedestrian and transit modes of travel.

For the purposes of this Division, "local street system" shall mean the interconnected system of collector and local streets providing access to development from an arterial street.

(B) **General Standard.** The local street system of any proposed development shall be designed to be safe, efficient, convenient and attractive, considering use by all modes of transportation that will use the system, (including, without limitation, cars, trucks, buses, bicycles, pedestrians and emergency vehicles). The local street system shall provide multiple direct connections to and between local destinations such as parks, schools and shopping. Local streets must provide for both intra- and inter-neighborhood connections to knit developments together, rather than forming barriers between them. The street configuration within each parcel must contribute to the street system of the neighborhood.

**Examples & Explanations**

(C) **Spacing of Full Movement Collector and Local Street Intersections With Arterial Streets.** Potentially signalized, full-movement intersections of collector or local streets with arterial streets shall be provided at least every one thousand three hundred twenty (1320) feet or one-quarter (¼) mile along arterial streets, unless rendered infeasible due to unusual topographic features, existing development or a natural area or feature.

(D) **Spacing of Limited Movement Collector or Local Street Intersections With Arterial Streets.** Additional nonsignalized, potentially limited movement, collector or local street intersections with arterial streets shall be spaced at intervals not to exceed six hundred sixty (660) feet between full movement collector or local street intersections, unless rendered infeasible due to unusual topographic features, existing development or a natural area or feature.

The City Engineer may require any limited movement collector or local street intersections to include an access control median or other acceptable access control device. The City Engineer may also allow limited movement intersection to be initially constructed to allow full movement access.

(E) **Distribution of Local Traffic to Multiple Arterial Streets.** All development plans shall contribute to developing a local street system that will allow access to and from the proposed development, as well as access to all existing and future development within the same section mile as the proposed development, from at least three (3) arterial streets upon development of remaining parcels within the section mile, unless rendered infeasible by unusual topographic features, existing development or a natural area or feature.

The local street system shall allow multi-modal access and multiple routes from each development to existing or planned neighborhood centers, parks and schools, without requiring the use of arterial streets, unless rendered infeasible by unusual topographic features, existing development or a natural area or feature.

(F) **Utilization and Provision of Sub-Arterial Street Connections to and From Adjacent Developments and Developable Parcels.** All development plans shall incorporate and continue all sub-arterial streets stubbed to the boundary of the development plan by previously approved development plans or existing development. All development plans shall provide for future public street connections to adjacent developable parcels by providing a local street connection spaced at intervals not to exceed six hundred sixty (660) feet along each development plan boundary that abuts potentially developable or redevelopable land.
(G) **Gated Developments.** Gated street entryways into residential developments shall be prohibited.

(H) **Alternative Compliance.** Upon request by an applicant, the decision maker may approve an alternative development plan that may be substituted in whole or in part for a plan meeting the standards of this Section.

1. **Procedure.** Alternative compliance development plans shall be prepared and submitted in accordance with submittal requirements for plans as set forth in this Section. The plan and design shall clearly identify and discuss the alternatives proposed and the ways in which the plan will better accomplish the purpose of this Section than would a plan which complies with the standards of this Section.

2. **Review Criteria.** To approve an alternative plan, the decision maker must first find that the proposed alternative plan accomplishes the purposes of this Division equally well or better than would a plan and design which complies with the standards of this Division, and that any reduction in access and circulation for vehicles maintains facilities for bicycle, pedestrian and transit, to the maximum extent feasible.

In reviewing the proposed alternative plan, the decision maker shall take into account whether the alternative design minimizes the impacts on natural areas and features, fosters nonvehicular access, provides for distribution of the development's traffic without exceeding level of service standards, enhances neighborhood continuity and connectivity and provides direct, sub-arterial street access to any parks, schools, neighborhood centers, commercial uses, employment uses and Neighborhood Commercial Districts within or adjacent to the development from existing or future adjacent development within the same section mile.

Appendix A-4

to PUD Master Plan Summary

3.6.4 - Transportation Level of Service Requirements

(A) **Purpose.** In order to ensure that the transportation needs of a proposed development can be safely accommodated by the existing transportation system, or that appropriate mitigation of impacts will be provided by the development, the project shall demonstrate that all adopted level of service (LOS) standards will be achieved for all modes of transportation as set forth in this Section 3.6.4.

(B) **General Standard.** All development plans shall adequately provide vehicular, pedestrian and bicycle facilities necessary to maintain the adopted transportation level of service standards. The vehicular level of service standards are those contained in Table 4-3 of the Larimer County Urban Area Street Standards (LCUASS). The bicycle and pedestrian level of service standards are those contained in Part II of the City of Fort Collins Multi-modal Transportation Level of Service Manual. Mitigation measures for levels of service that do not meet the standards are provided in Section 4.6 of LCUASS. No Transit level of service standards will be applied for the purposes of this Section. Notwithstanding the foregoing, adopted level of service standards need not be achieved where the necessary improvements to achieve such standards are not reasonably related and proportional to the impacts of the development. In such cases, the Director may require improvements or a portion thereof that are reasonably related and proportional to the impacts of the development or the requirement may be varied or waived pursuant to LCUASS Section 4.6.

(C) **Transportation Impact Study, Nominal Impact.** In order to identify those facilities that are necessary in order to comply with these standards, development plans may be required to include the submittal of a Transportation Impact Study, to be approved by the Traffic Engineer, consistent with the Transportation Impact Study guidelines as established in LCUASS Chapter 4. Should a Transportation Impact Study not be required pursuant to LCUASS Chapter 4, a proposed development shall be deemed to have a nominal impact and shall not be subject to the transportation level of service requirements described in this Section 3.6.4.

(Ord. No. 192, 2006 §7, 12/19/06; Ord. No. 109, 2018, §2, 9/4/18)
Appendix A-5
To PUD Master Plan Summary

3.7.3 - Adequate Public Facilities

(A) **Purpose.** The purpose of the adequate public facilities (APF) management system is to establish an ongoing mechanism which ensures that public facilities and services needed to support development are available concurrently with the impacts of such development.

(B) **Applicability.** This Section shall apply to all development in the City.

(C) **APF Management System.**

(1) **APF Management System Established.** In order to implement the City's Principles and Policies, the adequate public facilities management system ("APF management system") is hereby established. The APF management system is incorporated into and shall be part of the development review procedures as well as the process for issuance of Building Permits.

(2) **General Requirements.** The approval of all development shall be conditioned upon the provision of adequate public facilities and services necessary to serve new development. No Building Permit shall be issued unless such public facilities and services are in place, or the commitments described in subparagraph (E)(1)(a)(2) below have been made, or with respect to transportation facilities, a variance under LCUASS Section 4.6.7 or an alternative mitigation strategy under LCUASS Section 4.6.8 has been approved. Under this APF management system, the following is required:

(a) The City shall adopt and maintain level of service standards for the following public facilities: transportation, water, wastewater, storm drainage, fire and emergency services, electrical power and any other public facilities and services required by the City.

(b) No site specific development plan or Building Permit shall be approved or issued in a manner that will result in a reduction in the levels of service below the adopted level of service standards for the affected facility, except as expressly permitted under this Section 3.7.3 (and the referenced provisions of LCUASS).

(D) **Level of Service Standards.** For the purpose of review and approval of new development and the issuance of Building Permits, the City hereby adopts the following level of service standards for the public facilities and services identified below:

(1) **Transportation.**

(a) All development must have access to the Improved Arterial Street Network or to a street for which funds have been appropriated to fund improvement as an arterial street as more specifically required in Division 3.3.2, Subdivision Improvements, (F) Off-site Public Access Improvements.

(b) Except as provided in subsection (E)(1) below, all development shall meet or exceed the following transportation level of services standards:

1. The vehicular level of service standards for overall intersection level of service standards contained in Table 4-3 of the Larimer County Urban Area Street Standards (LCUASS). Alternative mitigation strategies are provided in LCUASS Section 4.6.8

2. The bicycle and pedestrian level of service standards are contained in Part II of the City of Fort Collins Multi-modal Transportation Level of Service Manual. Variances for levels of service that do not meet the standards are provided in LCUASS Section 4.6.7.

3. No transit level of service standards contained in Part II of the Multi-modal Transportation Manual will be applied for the purposes of this Section.

(c) If any off-site improvements are required by the standards contained in this Section, repayments for the costs of such improvements shall be provided to the developer in accordance with the provisions of 3.3.2(F)(2).
(2) **Water.** All development shall provide adequate and functional lines and stubs to each lot as required by the current City or special district, as applicable, design criteria and construction standards.

(3) **Wastewater.** All development shall provide adequate and functional mains and stubs to each lot as required by the current City or special district, as applicable, design criteria and construction standards.

(4) **Storm Drainage.** All development shall provide storm drainage facilities and appurtenances as required by Sections 26-544 and 10-37 of the Municipal Code and by all current City storm drainage master plans, design criteria and construction standards.

(5) **Fire and Emergency Services.** All development shall provide sufficient fire suppression facilities as required by the Fire Code.

(6) **Electrical Power Service.** All development shall have service provided as described in the Electric Construction Policies, Practices, and Procedures, and the Electric Service Rules and Regulations of the Fort Collins Electric Utility.

(E) **Minimum Requirements for Adequate Public Facilities.**

(1) The City's APF management system shall ensure that public facilities and services to support development are available concurrently with the impacts of development. In this regard, the following standards shall be used to determine whether a development meets or exceeds the minimum requirements for adequate public facilities:

(a) For transportation facilities, at a minimum, the City shall require that, at the time of issuance of any Building Permit issued pursuant to a site specific development plan, all necessary facilities and services, as described in Section (D)(1) above, are either:

1. in place and available to serve the new development in accordance with the development agreement, or
2. funding for such improvements has been appropriated by the City or provided by the developer in the form of either cash, nonexpiring letter of credit, or escrow in a form acceptable to the City.

(b) Notwithstanding the foregoing, with respect to improvements required to maintain the applicable transportation facilities' level of service where, as determined by the Director, such improvements are not reasonably related to and proportional to the impacts of the development or currently desired by the City, a Building Permit may be issued pursuant to a site specific development plan provided the developer has:

1. Agreed in the development agreement to install or fund improvements, or a portion thereof, that are reasonably related and proportional to the impacts of the development on the affected transportation facility or facilities; or
2. Obtained a variance regarding the affected transportation facility or facilities under LCUASS Section 4.6.7; or
3. Agreed in the development agreement to implement an alternative mitigation strategy as defined by LCUASS Section 4.6.8, or portion thereof, to adequately mitigate the reasonably related and proportional impacts of the development on the affected transportation facility or facilities; or
4. Funding for such improvements has been appropriated by the City or provided by the developer in the form of either cash, nonexpiring letter of credit, or escrow in a form acceptable to the City.

(c) For water and wastewater facilities, at a minimum, the City shall require that, at the time of issuance of any building permit issued pursuant to a site specific development plan, all necessary facilities and services, as described in Section (D)(2) and (3) above, are in place and available to serve the new development in accordance with the approved utility plan and development agreement for the development.

(d) For storm drainage facilities, the City shall require that all necessary facilities and services, as described in Section (D)(4) above, are in place and available to serve the new
development in accordance with the approved drainage and erosion control report, utility plans and development agreement for such development. The timing of installation of such facilities and service shall be as follows:

1. Where multiple building permits are to be issued for a project, twenty-five (25) percent of the building permits and certificates of occupancy may be issued prior to the installation and acceptance of the certification of the drainage facilities. Prior to the issuance of any additional permits, the installation and acceptance of the certification of the drainage facilities shall be required.

2. For projects involving the issuance of only one (1) building permit and certificate of occupancy, the installation and acceptance of the certification of the drainage facilities shall be required prior to the issuance of the certificate of occupancy.

(e) For fire and emergency services, at a minimum, the City shall require that, at the time of issuance of any building permit issued pursuant to a site-specific development plan, all necessary facilities and services, as described in Section (D)(5) above, are in place and available to serve the site within the new development where the building is to be constructed in accordance with the Fire Code and the development agreement.

(f) For electric power facilities, the following minimum requirements shall apply:

1. For residential development: The developer must coordinate the installation of the electric system serving the development with the City's electric utility. In addition, each application for a building permit within the development must show the name of the development, its address, each lot or building number to be served, and the size of electric service required. The size of electric service shall not exceed that originally submitted to the electric utility for design purposes. Costs for installation of the electric service line to the meter on the building will be payable upon the issuance of each building permit.

2. For Commercial/Industrial Development: The following documents/information shall be provided to the City's electric utility with each application for a building permit:
   a. an approved and recorded final plat;
   b. the final plan (two [2] copies);
   c. the utility plan;
   d. a one-line diagram of the electric main entrance;
   e. a Commercial Service Information Form (C-1 form) completed by the developer/builder for each service, and approved by the electric utility (Blank forms are available at the Electric Utility Engineering Department, 970-221-6700);
   f. the transformer location(s), as approved by the electric utility;
   g. the name and address of the person responsible for payment of the electric development charges; and
   h. the name, of the development, building address and lot or building number.

3. Compliance with Administrative Regulations: The developer shall also comply with all other administrative regulations and policies of the electric utility, including, without limitation, the Electric Construction Policies, Practices and Procedures, and the Electric Service Rules and Regulations, copies of which may be obtained from the electric utility.

(F) Transportation APF Exception. Nominal Impact. For the purpose of the transportation APF requirements contained in this Section, a proposed development shall be deemed to have a nominal impact and shall not be subject to the APF requirements for transportation if the development proposal is not required to complete a Traffic Impact Study per the requirements in Chapter 4 - Transportation Impact Study of the Larimer County Urban Area Street Standards.

(Ord. No. 107, 2001 §29, 6/19/01; Ord. No. 109, 2018, §3, 9/4/18)
Appendix A-6

to PUD Master Plan Summary

3.8.7 - Signs

3.8.7.1 - Permanent Signs

(A) General.

(1) Signs Permitted. Permanent signs shall be permitted in the various zone districts as accessory uses in accordance with the regulations contained in this Section. The regulations contained in this Section 3.8.7.1 apply to permanent signs while temporary signs are regulated under Section 3.8.7.2 unless specifically provided herein.

(2) Prohibited Permanent Signs. Rooftop signs and all other signs which project above the fascia wall, portable signs, revolving and rotating signs, inflatable signs, and wind-driven signs (except flags in compliance with this Section 3.8.7.1) shall be prohibited in all zone districts.

(3) Nonconforming Signs.

(a) Existing signs which were erected without a permit and which, although legally permissible at the time they were erected, have become nonconforming because of subsequent amendments to this Code must be brought into conformance with the provisions of this Section, as amended, within ninety (90) days of the effective date of the amendment which caused the nonconformity.

(b) Existing on-premise signs for which a sign permit was issued pursuant to the previous provisions of this Code, and which have become nonconforming because of an amendment to this Code, shall be brought into conformance with the provisions of this Section 3.8.7.1 within the period of time specified in the ordinance containing the amendment which causes the nonconformity. In determining such period of time, the City Council shall consider the length of time since the last Code change affecting that same category of signs as well as the cost of bringing the signs into compliance. During the period of time that the signs may remain nonconforming, such signs shall be maintained in good condition and no such sign shall be:

1. structurally changed to another nonconforming sign, although its content may be changed;
2. structurally altered in order to prolong the life of the sign, except to meet safety requirements;
3. altered so as to increase the degree of nonconformity of the sign;
4. enlarged;
5. continued in use if a change of use occurs as defined in the zoning ordinance, or if the premises promoted by the sign comes under new ownership or tenancy and such sign is proposed to be remodeled, repainted or otherwise changed for the purpose of displaying the new name or other new identification of the premises; or
6. re-established after damage or destruction if the estimated cost of reconstruction exceeds fifty (50) percent of the appraised replacement cost.

(c) Except as provided in subsection (d) below, all existing nonconforming signs located on property annexed to the City shall be removed or made to conform to the provisions of this Article no later than seven (7) years after the effective date of such annexation; provided, however, that during said seven-year period, such signs shall be maintained in good condition and shall be subject to the same limitations contained in subparagraphs (b)(1) through (b)(6) above. This subsection shall not apply to off-premises signs which are within the ambit of the just compensation provisions of the Federal Highway Beautification Act and the Colorado Outdoor Advertising Act.

(d) All existing signs with flashing, moving, blinking, chasing or other animation effects not in conformance with the provisions of this Article and located on property annexed to the City
after November 28, 1971, shall be made so that such flashing, moving, blinking, chasing or other animation effects shall cease within sixty (60) days after such annexation, and all existing portable signs, vehicle-mounted signs, banners and pennants located on property annexed to the City after November 28, 1971, shall be removed or made to conform within sixty (60) days after such annexation.

(B) Administration.

(1) Permit Required; Exceptions.

(a) The erection, remodeling, reface, or removal of any permanent sign shall require a permit from the Director, except that no permit shall be required for the erection, remodeling or removal of any of the following signs:

1. Signs that are required by law at the minimum size required, including but not limited to address signs that are required by the applicable Fire Code;
2. One (1) attached sign of any type per building elevation or entrance (whichever provides for more signs on an elevation), provided that the sign does not exceed two (2) square feet in sign area;
3. Three (3) or fewer flags per property, or group of properties that were planned or developed with shared pedestrian or vehicle access, hung separately or together from a rigid, straight, building or ground-mounted flagpole, or flagpoles, and where no flag exceeds thirty-two (32) square feet in area;
4. Signs that are less than one (1) square foot in sign area that are attached to machines, equipment, fences, gates, walls, gasoline pumps, public telephones, utility cabinets, and other such structures, provided that no more than two (2) of such signs are spaced less than ten (10) feet apart, or such signs are not visible from public rights-of-way; and
5. Window signs that are less than six (6) square feet.

(b) All sign permit applications shall be accompanied by detailed drawings indicating the dimensions, location and engineering of the particular sign, plat plans when applicable, and the applicable processing fee.

(2) Permit Processing. The Director shall review the sign permit application within two (2) business days to determine if it is complete. If it is complete, the Director shall approve or deny the application within three (3) business days after such determination. If it is incomplete, the Director shall cause the application to be returned to the applicant within one (1) business day of the determination, along with written reasons for the determination of incompleteness.

(C) Standards and Limitations.

(1) Limitations for Residential Districts and Uses. Signs in the N-C-L, N-C-M, U-E, R-F, R-L, L-M-N, M-M-N, H-M-N, N-C-B, R-C and P-O-L Districts may include and shall be limited to the following:

(a) one (1) sign per public vehicular entry to a multi-family development or residential subdivision, provided such sign does not exceed thirty-five (35) square feet in area per face or six (6) feet in height, and has only indirect illumination

When such signs are placed on subdivision entry wall structures, only the sign face shall be used to calculate the size of the sign;

(b) one (1) detached or attached sign per nonresidential use, provided such sign does not exceed thirty-five (35) square feet in area per face or eight (8) feet in height (for detached signs), and has only indirect illumination;

(c) one (1) detached or attached sign per single-family or duplex building with lot frontage on an arterial street, provided that such sign does not exceed four (4) square feet in area per face or five (5) feet in height, and has no illumination.
(D) **General Limitations for Nonresidential Districts and Uses.** Signs in the D, R-D-R, C-C, C-C-N, C-C-R, C-G, C-S, N-C, C-L, H-C, E and I districts, or for any institutional/civic/public, business, commercial or industrial use in a mixed-use district shall be limited to the following:

1. such signs as are permitted in the R-L District;
2. one (1) flag larger than thirty-two (32) square feet in area and within the permitted sign area allowance for the property, provided no other flags are displayed;
3. flush wall signs, projecting wall signs, window signs, freestanding signs and ground signs, provided that the placement and use of all such signs shall be governed by and shall be within the following limitations:
   (a) For the first two hundred (200) feet in building frontage length, the maximum sign area permitted shall be equal to two (2) square feet of sign area for each linear foot of building frontage length.
   (b) For that portion of a building frontage which exceeds two hundred (200) feet in length, the maximum sign area permitted shall be equal to one (1) square foot of sign area for each linear foot of building frontage length over such two hundred (200) feet. The sign area permitted hereunder shall be in addition to the sign area permitted under (3)(a) above.
   (c) In no event shall the total sign allowance for any property be less than one (1) square foot of sign area for each linear foot of lot frontage.
   (d) In no event shall more than three (3) street or building frontages be used as the basis for calculating the total sign allowance as permitted in subsections (3)(a) and (3)(c) above, inclusive.
   (e) For flush wall signs consisting of framed banners, all banners shall be sized to fit the banner frame so that there are no visible gaps between the edges of the banner and the banner frame.
4. For the purpose of this Section, the sign allowance shall be calculated on the basis of the length of the one (1) building frontage which is most nearly parallel to the street it faces. If a building does not have frontage on a dedicated public street, the owner of the building may designate the one (1) building frontage which shall be used for the purpose of calculating the sign allowance. If the only building frontage which fronts on a dedicated street is a wall containing no signs, the property owner may designate another building frontage on the building on the basis of which the total sign allowance shall be calculated, provided that no more than twenty-five (25) percent of the total sign allowance permitted under this Article may be placed on frontage other than the building fascia which was the basis for the sign allowance calculation. In all other cases, the sign allowance for a property may be distributed in any manner among its building and/or street frontages except that no one (1) building or street frontage may contain more sign area than one hundred (100) percent of the sign area provided for by (3)(a) through (3)(c) above, inclusive.
5. In addition to the sign allowance calculation described in paragraph (4) above, a building located in the Downtown (D) Zone District that abuts an alley which has been improved pursuant to the Downtown Development Authority's Alley Enhancement Project may be allowed one (1) flush wall sign not to exceed six (6) square feet, or one (1) projecting wall sign not to exceed six (6) square feet per side, on the rear wall of such building, provided that a public entrance to the building exists in said wall.

(E) **Limitations for Nonresidential Districts and Nonresidential Uses in the Residential Neighborhood Sign District.** There is hereby established a "Residential Neighborhood Sign District" for the purpose of regulating signs for nonresidential uses in certain geographical areas of the City which may be particularly affected by such signs because of their predominantly residential use and character. The boundaries of the "Residential Neighborhood Sign District" shall be shown on a map which shall be maintained in the office of the City Clerk. Any amendments to this map shall be made in the same manner as amendments to the Zoning Map of the City, as provided in Article 2. The following provisions shall only apply to project development plans proposed in the Neighborhood
Commercial Districts and neighborhood service centers, convenience shopping centers, business service uses and auto-related and roadside commercial uses in the "Residential Neighborhood Sign District" which are developed on or after January 15, 1993. In addition, all such provisions, except paragraphs (14) and (15) below, shall apply to signs in neighborhood service centers, neighborhood commercial districts, convenience shopping centers, business service uses and auto-related and roadside commercial uses in the "Residential Neighborhood Sign District" which were developed prior to the effective date of this Code, whenever such signs are erected or remodeled pursuant to a permit after January 15, 1993.

(1) Signs regulated under this Section shall generally conform to the other requirements of this Section, except that when any of the following limitations are applicable to a particular sign, the more restrictive limitation shall apply.

(2) Signs regulated under this Section shall also conform to any locational requirements imposed by the decision maker as a condition of the approval of the development plan.

(3) No sign shall project more than twelve (12) inches beyond the building fascia. Under-canopy signs which are perpendicular to the face of the building shall be exempted from this requirement, except that they shall be limited to four (4) square feet in area per face.

(4) Freestanding or ground signs shall comply with the following requirements with respect to size, number and height:

<table>
<thead>
<tr>
<th>Use</th>
<th>Maximum area per sign face (sf. = square feet)</th>
<th>Maximum number of signs permitted per street frontage</th>
<th>Maximum height</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Institutional, Business and Commercial Uses Not Otherwise Specified in this Table</td>
<td>Primary - 32 sf.</td>
<td>Primary - 1</td>
<td>Primary - 5 ft.</td>
</tr>
<tr>
<td>Convenience Shopping Center</td>
<td>Primary - 40 sf.</td>
<td>Primary - 1</td>
<td>Primary - 8 ft.</td>
</tr>
</tbody>
</table>

(5) Freestanding signs shall be permitted only if constructed with a supporting sign structure, the width of which exceeds seventy (70) percent of the width of the sign face. Freestanding or ground signs shall contain no more than two (2) faces. No freestanding or ground sign shall be located less than seventy-five (75) feet from any directly abutting property which contains an existing or approved residential use or is zoned for residential use. For the purposes of this subsection, the term approved shall mean having current project development plan or final plan approval.

(6) All supporting sign structures of a freestanding or ground sign shall match the primary finish and colors of the associated building(s).

(7) All signs which are greater than four (4) square feet in area, except ground signs individual letter signs or cabinet signs wherein only the letters are illuminated.

(8) The maximum size of flush wall cabinets or individual letters shall be as follows:
<table>
<thead>
<tr>
<th>Use</th>
<th>Maximum Cabinet or Individual Letter Height</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Institutional, Business and Commercial Uses Not Otherwise Specified in this Table</td>
<td>18&quot;</td>
</tr>
<tr>
<td>Convenience Shopping Center</td>
<td>24&quot;</td>
</tr>
<tr>
<td>Neighborhood Service Center, Neighborhood Commercial District</td>
<td>30&quot;*</td>
</tr>
</tbody>
</table>

* Any individual tenant space exceeding forty-five thousand (45,000) square feet in floor area shall be permitted one (1) flush wall sign with individual letters not to exceed fifty-four (54) inches in height. The maximum cabinet height shall be fifty-four (54) inches in height.

(9) If signs are illuminated, only internal illumination shall be permitted. This requirement shall not apply to freestanding or ground signs.

(10) The length of any flush wall sign for an individual tenant space shall be limited to seventy-five (75) percent of the width of the tenant storefront, but no sign shall exceed forty (40) feet in length; provided, however, that any individual tenant space exceeding forty-five thousand (45,000) square feet in floor area shall be permitted one (1) flush wall sign not exceeding fifty-five (55) feet in length. Each tenant space shall be allowed one (1) such flush wall sign on each exterior building wall directly abutting the tenant space. In the event that a tenant space does not have a directly abutting exterior wall, one (1) sign not exceeding thirty (30) square feet may be erected on an exterior wall of the building for the purpose of identifying that tenant space.

(11) The location of any flush wall sign shall be positioned to harmonize with the architectural character of the building(s) to which they are attached, including, but not limited to, any projection, relief, cornice, column, change of building material, window or door opening. Flush wall signs shall align with other such signs on the same building.

(12) No illuminated sign visible from or within three hundred (300) feet of any property which contains an existing or approved residential use or is zoned for residential use, may be illuminated between the hours of 11:00 p.m. (or one-half [½] hour after the use to which it pertains is closed, whichever is later) and 6:00 a.m.; provided, however, that this time limitation shall not apply to any lighting which is used primarily for the protection of the premises or for safety purposes or any signage which is separated from a residential use by an arterial street. For the purposes of this subsection, the term "approved" shall mean having current project development plan or final plan approval.

(13) One (1) flush wall sign or under-canopy sign per street frontage, not to exceed twelve (12) square feet in area, shall be permitted on or under the fascia of a canopy covering an area used by motor vehicles (including but not limited to service station canopies, canopies over drive-in or drive-through facilities, etc.)

(14) For the first two hundred (200) feet in building frontage length in a neighborhood service center, the maximum sign area permitted shall be equal to one and one-quarter (1¼) square feet for each linear foot of building frontage length. For that portion of a building frontage which exceeds two hundred (200) feet in length, the maximum sign area permitted shall be equal to two-thirds (2/3) foot for each linear foot of building frontage length over such two hundred (200) feet.

(15) For the first two hundred (200) feet in building frontage length in a convenience shopping center, or any other business or commercial use that is not a neighborhood service center or neighborhood commercial district, the maximum sign area permitted shall be equal to one (1) square foot for each linear foot of building frontage length. For that portion of a building frontage
which exceeds two hundred (200) feet in length, the maximum sign area permitted shall be equal to one-half (½) foot for each linear foot of building frontage over such two hundred (200) feet.

(16) Window signs shall cover no more than twenty-five (25) percent of the surface area of the window or door in which such signs are placed. Temporary window signs shall not be allowed above the first story of a building. A window sign shall be considered to be a temporary window sign if it is displayed in the same window or door, or same approximate location outside of a window or door, for no more than thirty (30) calendar days within a calendar year. Changes in the message displayed on such sign shall not affect the computation of the thirty-day period of time provided for herein.

(F) **Measurement of Signs.**

1. The area of signs with regular geometric shapes shall be measured using standard mathematical formulas. Regular geometric shapes shall include, but not be limited to, squares, rectangles, triangles, parallelograms, circles, ellipses or combinations thereof.

2. The area of signs with irregular shapes or of individual letter signs shall be the entire area within a single continuous perimeter of not more than eight (8) straight lines enclosing the extreme limits of the sign.

3. The total measured area of a sign shall include the area of all writing, representation, lines, emblems or figures contained within all modules, together with any air space, material or color forming an integral part or background of the display if used to differentiate such sign from the backdrop or structure against which it is placed.

4. The total surface area of all sign faces shall be counted and considered to be part of the maximum total sign area allowance.

5. The area of all freestanding and ground signs shall include the area of the sign face(s) as calculated in subsections (1) through (4) above, together with any portion of the sign structure which exceeds one and one-half (1½) times the area of the sign face(s).

(G) **Freestanding and Ground Sign Requirement.**

1. Ground signs which exceed forty-two (42) inches in height, and freestanding signs which do not maintain free air space between a height of forty-two (42) inches and seventy-two (72) inches above the abutting street elevation, shall be set back from the right-of-way line a distance as established in the sight distance triangle table contained in this subsection. A freestanding sign shall not be construed to have free air space if such sign has a base, the width of which exceeds fifty (50) percent of the width of its face or three (3) feet, whichever is smaller. In addition, freestanding and ground signs shall not be located closer to the right-of-way line than allowed in the tables below that apply to such signs.

**Sight Distance Triangle Setbacks (See Figure 16)**

<table>
<thead>
<tr>
<th>Type of street</th>
<th>Y distances (feet)</th>
<th>X distances (feet)</th>
<th>Safe sight distance (feet)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arterial</td>
<td>Right 135</td>
<td>15</td>
<td>500</td>
</tr>
<tr>
<td></td>
<td>Left 270</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Collector</td>
<td>Right 120</td>
<td>15</td>
<td>400</td>
</tr>
<tr>
<td></td>
<td>Left 220</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Local</td>
<td>Right 100</td>
<td>15</td>
<td>300</td>
</tr>
<tr>
<td></td>
<td>Left 150</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Figure 16

Safe Distance Triangle Setbacks

Note: All "X" distances shall be fifteen (15) feet measured perpendicular from the project flowline of the intersecting street. For explanation of distances, see the diagram following. These distances are typical sight distance triangles to be used under normal conditions and may be modified by the Director of Engineering in order to protect the public safety and welfare in the event that exceptional site conditions necessitate such modification.

![Diagram of Safe Distance Triangle Setbacks](image)

**Requirements for Freestanding Signs**
(See Accompanying Text Below)

<table>
<thead>
<tr>
<th>Distance from street right-of-way line (feet)</th>
<th>Maximum height above grade (feet)</th>
<th>Maximum size allowed per side (square feet)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>5</td>
<td>10</td>
<td>30</td>
</tr>
<tr>
<td>10</td>
<td>12</td>
<td>40</td>
</tr>
<tr>
<td>15</td>
<td>12</td>
<td>50</td>
</tr>
<tr>
<td>20</td>
<td>14</td>
<td>60</td>
</tr>
<tr>
<td>25</td>
<td>16</td>
<td>70</td>
</tr>
<tr>
<td>30</td>
<td>18</td>
<td>80</td>
</tr>
<tr>
<td>36 and more</td>
<td>18</td>
<td>90</td>
</tr>
</tbody>
</table>
**Requirements for Ground Signs**
(See Accompanying Text Below)

<table>
<thead>
<tr>
<th>Distance from street right -of-way line (feet)</th>
<th>Maximum height above grade (feet)</th>
<th>Maximum size allowed per side (square feet)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>7</td>
<td>45</td>
</tr>
<tr>
<td>5</td>
<td>8.5</td>
<td>60</td>
</tr>
<tr>
<td>10</td>
<td>10</td>
<td>75</td>
</tr>
<tr>
<td>15 and more</td>
<td>12</td>
<td>90</td>
</tr>
</tbody>
</table>

(2) The maximum size for ground and freestanding signs shall be ninety (90) square feet per side. The maximum height for freestanding signs shall be eighteen (18) feet above grade. The maximum height for ground signs shall be twelve (12) feet above grade. No freestanding or ground sign shall be built within fifteen (15) feet of any interior side lot line. The minimum horizontal distance between freestanding or ground signs located on the same lot shall be seventy-five (75) feet.

(3) The maximum combined sign area of all faces of a freestanding or ground sign shall be two (2) times the maximum sign area allowed per side, based on setback. Any limitation imposed under this Article on the size of the face of a sign shall also apply to the entire side of the sign.

(4) The required setback of any freestanding or ground sign shall be measured from the street right-of-way line of the street frontage which is the basis for the allotment of such sign. Any such setback shall be measured perpendicularly from the street right-of-way line to the nearest portion of the sign face or structure.

(5) When a freestanding or ground sign is placed on a lot with two (2) or more street frontages, such sign shall be said to abut a particular street frontage when it is located closer to that street frontage than any other street frontage.

(6) No more than one (1) permanent freestanding or ground sign per street frontage shall be permitted for any property or group of properties that were planned or developed with shared pedestrian or vehicle access. No permanent freestanding or ground sign shall contain more than three (3) cabinets or modules.

(7) If a lot has more than one (1) street frontage, the freestanding or ground sign permitted for each frontage must abut the street frontage which is the basis for the allotment of such sign.

(8) The sign face of a single face sign must be most nearly parallel to the abutting street frontage. The sign faces of a multi-face sign must be most nearly perpendicular to the abutting street frontage.

(9) A drive through use, when located on a lot with frontage on only one (1) street, shall be permitted one (1) additional freestanding or ground that is physically oriented to the drive through lane. Such sign shall not exceed five (5) feet in height and thirty-five (35) square feet in area and shall be limited to one (1) face. Fifty (50) percent of the square footage of such sign shall be exempted from the total allowed for the property.

(10) A drive-in use shall be permitted up to eight (8) square feet of signage at each drive-in station (including but not limited to menu boards, signs affixed to gasoline pumps, etc.), provided that the sign is physically oriented to the drive-in station. The square footage of such sign shall be exempted from the total allowed for the property.
(11) All supporting structures of ground signs shall be of the same or similar materials or colors of the associated building(s) which house the businesses or activities advertised on the sign.

(12) When electrical service is provided to freestanding signs or ground signs, all such electrical service shall be underground.

(13) Freestanding signs (pole signs) shall contain no more than thirty (30) percent (forty [40] percent if located within the site distance triangle as described in paragraph 3.8.7.1(G)(1) above) free air space between the top of the sign and the ground, vertically and between the extreme horizontal limits of the sign extended perpendicular to the ground. A base or pole cover provided to satisfy this requirement shall be integrally designed as part of the sign by use of such things as color, material and texture. Freestanding signs that existed prior to December 30, 2011, and that do not comply with this regulation shall be removed or brought into compliance by December 31, 2019, provided that such signs otherwise comply with subparagraph (A)(3)(b) of this Section.

(H) **Projecting Signs.**

(1) Signs projecting over private property shall not project more than six (6) feet from the face of the building or beyond the minimum required building setback for the zone district in which located. Such signs shall not exceed fifteen (15) square feet per face.

(2) No sign may project over a public right-of-way in any zone district, except that signs eight (8) feet or more above grade may project up to forty-eight (48) inches from the face of the building if the total area for such signs is the lesser of one (1) square foot of sign for each linear foot of building or twelve (12) square feet per face.

(3) No projecting sign shall exceed seven (7) feet in height.

(I) **Flush Wall Signs and Individual Letter Signs.** No flush wall or individual letter sign shall exceed seven (7) feet in height. Flush wall and individual letter signs may not project more than twelve (12) inches horizontally from the face of the building on which they are erected. Flush wall and individual letter signs that are mounted on mansards or similar architectural features may not project more than twelve (12) inches horizontally, measured at the bottom of the sign, from the surface to which they are mounted. If the individual sections of an individual letter sign are connected by a common structure, commonly known as a "raceway," which provides for the electrical and/or mechanical operation of said sign, the "raceway" must be painted to match the color of the wall to which the sign is mounted and must be limited to a height of no more than one-half (½) of the height of the tallest letter.

(J) **Canopy Signs.** No canopy sign shall project above the top of the canopy upon which it is mounted. No canopy sign shall project from the face of a canopy. Under-canopy signs which are perpendicular to the face of the building shall be deemed to be projecting wall signs. Under-canopy signs which are parallel to the face of the building shall be a minimum of eight (8) feet above grade and shall be deemed to be flush wall signs.

(K) **Awning Signs.**

(1) No awning sign shall project above the top of the awning on which it is mounted. No awning sign shall project from the face of an awning. Awnings on which awning signs are mounted may extend over a public right-of-way no more than seven (7) feet from the face of a supporting building. Awnings on which awning signs are mounted shall be at least eight (8) feet above any public right-of-way, except that any valance attached to an awning may be no less than seven (7) feet above a public right-of-way.

(2) Awnings signs shall not be back-lit, except that letters and graphics may be back-lit if the background is completely opaque. The amount of signage on an awning shall be limited to the lesser of thirty-five (35) square feet per individual tenant space or twenty-five (25) percent of the total area of the awning. Awnings shall not be allowed above the first story of a building.

(L) **Repealed as of August 25, 2017**

(M) **Electrical Signs and Electronic Message Center Signs.**

(1) Flashing, moving, blinking, chasing or other animation effects shall be prohibited on all signs.
(2) Illuminated signs shall avoid the concentration of illumination. The intensity of the light source shall not produce glare, the effect of which constitutes a traffic hazard or is otherwise detrimental to the public health, safety or welfare.

(3) Every electric sign shall have affixed thereon an approved Underwriters' Laboratories label, and all wiring connected to such sign shall comply with all provisions of the National Electrical Code, as adopted by the City.

(4) Signs that contain an electronic message center shall be subject to the following limitations.

(a) The electronic message center must be programmed so that the displayed message does not change more frequently than once per minute and so that the message change from one (1) static display to another occurs instantaneously without the use of scrolling, flashing, fading or other similar effects. The message or image displayed must be complete in itself without continuation in content to the next message. Messages published by federal, state, or local government to communicate information to the public regarding an immediate threat to public health safety may be displayed notwithstanding the limitations set forth in this subsection (4)(a).

(b) The electronic message center must be provided with automatic dimming software or solar sensors to control brightness for nighttime viewing and variations in ambient light. Lighting from the message center shall not exceed three-tenths (0.3) foot-candles over the ambient light as measured using a foot-candle meter at the following distances from the face of the message center: thirty-two (32) feet for a sign face greater than zero (0) square feet and not more than ten (10) square feet per side; thirty-nine (39) feet for a sign face greater than ten (10) square feet and not more than fifteen (15) square feet per side; forty-five (45) feet for a sign face greater than fifteen (15) square feet and not more than twenty (20) square feet per side; fifty (50) feet for a sign face greater than twenty (20) square feet and not more than twenty-five (25) square feet per side; fifty-five (55) feet for a sign face greater than twenty-five (25) square feet and not more than thirty (30) square feet per side; fifty-nine (59) feet for a sign face greater than thirty (30) square feet and not more than thirty-five (35) square feet per side; sixty-three (63) feet for a sign face greater than thirty-five (35) square feet and not more than forty (40) square feet per side; and sixty-three (63) feet for a sign face greater than forty (40) square feet and not more than forty-five (45) square feet per side. Lighting measurements shall be taken with the meter aimed directly at the message center face, with the message center turned off, and again with the message center turned on to a full white image for a message center capable of displaying a white color, or a full amber or red image for a message center capable of displaying only an amber or red color. The difference between the off and the white, amber or red message measurements shall not exceed three- tenths (0.3) foot-candles. All such signs shall contain a default mechanism that will cause the message center to revert immediately to a black screen if the sign malfunctions.

Prior to the issuance of a permit for a sign containing an electronic message center, the permit applicant shall provide written certification from the sign manufacturer that the light intensity has been factory pre-set not to exceed the levels specified above. Prior to acceptance of the installation by the City, the permit holder shall schedule and inspection with the City Zoning Department to verify compliance. The permit holder and the business owner, business manager or property manager shall be in attendance during the inspection.

(c) A displayed message must be presented in a single color, value and hue and the background must also be a single color, value and hue.

(d) The maximum allowed size of an electronic message center shall be fifty percent (50%) of the total area of the sign face.

(e) Electronic message centers shall be integrated harmoniously into the design of the larger sign face and structure, shall not be the predominant element of the sign, shall not be allowed on a freestanding pole sign, and if located at the top of the sign, must include a substantial
cap feature above the electronic message center which consists of the same material, form, color or texture as is found on the sign face or structure.

(f) With respect to sign permits issued after December 30, 2011, the pixel spacing of an electronic message center shall not exceed sixteen (16) mm, except that the maximum pixel spacing for a message center that is manufactured as a monochrome-only sign shall not exceed twenty (20) mm.

(g) In the Downtown (D) District, wall signs with electronic message centers are not permitted on properties located within the boundaries of the Portable Sign Placement Area Map.

(h) With respect to sign permits issued after December 30, 2011, no more than one (1) electronic message center sign shall be allowed to face each street abutting or within any property and/or site specific development plan. The minimum horizontal distance between electronic message center signs located on the same side of a street shall be one hundred (100) feet measured in a straight line.

(i) An electronic message center located inside a building but visible from a public sidewalk or public street is subject to all of the regulations contained in this subsection.

(j) Signs that contain an electronic message center which do not comply with the provisions of this Section shall be removed or made to conform by the dates specified in subparagraphs 1., 2. and 3. below and provided that such signs otherwise comply with subparagraph 3.8.7.1(A)(3)(b).

1. Electronic message centers that contain dimming software or solar sensors capable of meeting the brightness levels described in subparagraph 3.8.7.1(M)(4)(b) shall be required to comply with such levels by January 31, 2012, and all electronic message centers located inside a building but not visible from a public sidewalk or public street shall be required to comply with paragraph 3.8.7.1(M)(1) and subparagraphs 3.8.7.1(M)(4)(a) and (c) by January 31, 2012.

2. Except as otherwise required in subparagraph (j)1. above, all signs that do not comply with the requirements of subparagraphs 3.8.7.1(M)(4)(a), (b) and/or (c) shall be made to comply with those requirements by December 31, 2015.

3. Structural changes or sign removal that may be required in order to comply with the requirements of subparagraphs 3.8.7.1(M)(4)(d), (e) and/or (g) shall be completed by December 31, 2019.

(N) Repealed as of August 25, 2017

(O) Structural Requirements; Exceptions.

(1) All signs shall be maintained in good structural condition at all times. All signs, including sign structures and sign faces, shall be kept neatly painted, including all metal parts and supports that are not galvanized or of rust-resistant metals, and in a general state of good repair. For the purposes of this Section, good repair shall mean that there are no loose, broken or severely weathered portions of the sign structure or sign face. The Director may inspect any sign governed by this Division and shall have authority to order the painting, repair, alteration or removal of a sign which constitutes a hazard to safety, health or public welfare by reason of inadequate maintenance, dilapidation or obsolescence.

(2) Permanent signs shall be engineered to withstand a wind load of thirty (30) pounds per square foot.

(P) Off-Premise Signs. No off-premise sign shall be constructed in any zone district after February 25, 1994. No illumination shall be added to any off-premise sign already in existence.

(Q) Vehicle-Mounted Signs.
(1) All vehicle-mounted signs shall be permanently affixed, painted, magnetically applied or otherwise mounted upon a vehicle and shall not project more than eighteen (18) inches above the surface to which they are attached; and any sign which is mounted upon the roof, hood or trunk of a vehicle and which projects above such surface upon which it is mounted shall not exceed two (2) square feet in area per face.

(2) No sign shall be placed or erected in the bed of a truck or on the deck of a trailer or a truck.

(3) The primary purpose of any vehicle upon which a vehicle-mounted sign is affixed must be to serve a useful function in the transportation or conveyance of persons or commodities from one (1) place to another, including transportation to and from work, and such intermittent delays and stops as are customary in the routine conduct of the business or activity for which the transportation or conveyance occurs.

(4) No vehicle upon which a vehicle-mounted sign is affixed may be parked on any lot for the primary purpose of directing or attracting the attention of the public to a building, institution, product, organization, event or location offered or existing elsewhere than upon the same lot where such vehicle is parked.

(5) Banners displayed on vehicles shall be subject to the regulations contained in Section 3.8.7.2.

(6) Vehicle-mounted signs used in connection with a special event are exempted from the requirements of this Section during the term of the special event only. Upon the conclusion of the special event, such signs must either be dismantled, moved to a location where the sign is not visible from public rights-of-way or made to comply with the provisions of this Section. For the purposes of this subsection, the term special event shall mean a parade, circus, fair, carnival, festival or other similar event that is intended to or likely to attract substantial numbers of persons and is different in character from the customary or usual activities generally associated with the property upon which the special event is to occur.

(7) This Section shall not apply to signs that are being transported for installation.

(R) **Removal of Abandoned Sign(s).** Abandoned sign(s) shall be removed by the person or entity owning or having possession of the property.

(S) **Window Signs.**

(1) Nonilluminated window signs of no more than six (6) square feet are exempt from permit requirements when the total area of all window signs fills less than twenty-five (25) percent of the area of the architecturally distinct window in which they are situated, or when the total area of all window signs does not exceed twenty-five (25) percent of the total allowable sign area for the premises.

(2) Illuminated window signs, regardless of size, require a sign permit, and the area of such signs shall be calculated as part of, and be limited by, the total allowable sign area for the premises.

(3) The area of window signs not exempt from permit requirements shall be calculated as a part of, and be limited by, the total allowable sign area for the premises.

(4) Notwithstanding any other provision to the contrary, the maximum total area of all window signs in an architecturally distinct window shall not exceed eighty (80) square feet, nor shall window signs cover more than fifty (50) percent of the area of the window in which they are located.

(5) No window sign shall exceed seven (7) feet in height.

### 3.8.7.2 - Temporary Signs

(A) **Applicability.** The regulations contained in this Section 3.8.7.2 apply to temporary signs while permanent signs are regulated under Land Use Code Section 3.8.7.1 unless specifically provided herein.
(B) Measurements.

(1) Sign Area.
   (a) Generally. In general, sign area is the area within a continuous polygon with up to eight (8) straight sides that completely encloses the limits of text and graphics of a sign, together with any frame or other material or color forming an integral part of the display or used to differentiate the sign's contents from the background against which they are placed.
   (b) Exclusions. The sign area does not include the structure upon which the sign is placed (unless the structure is an integral part of the display or used to differentiate it), but does include any open space contained within the outer limits of the display face, or between any component, panel, strip, or figure of any kind composing the display face, whether this open space is enclosed by a frame or border or not.
   (c) Multiple Sign Faces. Freestanding temporary signs may have multiple faces. The area of such signs is measured using the vertical cross-section that represents the sign's maximum projection upon a vertical plane (e.g., for a sign with two (2) opposite faces on the same plane, only one (1) of the sign faces is measured).

(2) Sign Height. Sign height is measured for detached temporary signs as the distance between ground level at the base of the sign and the top of the sign or sign structure, whichever is higher.

(3) Property Frontage. Property frontage is measured as the length of each property boundary that abuts a public street right-of-way.

(C) Prohibited Signs and Sign Elements.

(1) Generally. The prohibitions in this Section apply to temporary signs in all zone districts of the City.

(2) Prohibited Sign Structures. The following sign structures are not allowed:
   (a) portable signs, except as permitted in the Code of the City of Fort Collins Chapter 24, Article IV;
   (b) wind-driven signs except feather flags, banners, and pennants in compliance with this Section 3.8.7.2;
   (c) inflatatable signs;
   (d) abandoned signs;

(3) Prohibited Design Elements. The following elements shall not be incorporated as an element of any sign or sign structure:
   (a) animated or moving parts, including any moving, swinging, rotating, or spinning parts or flashing, blinking, scintillating, fluctuating, or otherwise animated light; except as expressly allowed in this Section 3.8.7.2;
   (b) cardboard, card stock, or paper, except when laminated or used as a window sign located on the interior side of the window;
   (c) motor vehicles, unless:
      1. the vehicles are operational, and either:
         a. automobile dealer inventory; or
         b. regularly used as motor vehicles, with current registration and tags;
      2. the display of signage on the motor vehicle would not interfere with the immediate operation of the motor vehicle (e.g., signs that are held in place by an open hood or trunk are not allowed; signs that cover windows are not allowed; and signs that would fall off of the vehicle if the vehicle were in motion are not allowed); and
      3. the motor vehicle is legally parked in a vehicle use area depicted on an approved site plan.
(d) semi trailers, shipping containers, or portable storage units, unless:

1. the trailers, containers, or portable storage units are:
   a. structurally sound and capable of being transported;
   b. used for their primary purpose (e.g., storage, pick-up, or delivery); and
   c. if subject to registration, have current registration and tags; and
2. the display of signage is incidental to the primary purpose; and
3. the semi-trailer, shipping container, or portable storage unit is parked or placed in a
designated loading area or on a construction site in an area that is designated on an
approved construction staging plan.

(e) stacked products (e.g., tires, soft drink cases, bagged soil or mulch) that are placed in
unapproved outdoor storage locations;

(f) materials with a high degree of specular reflectivity, such as polished metal, installed in a
manner that creates substantial glare from headlights, street lights, or sunlight. This
prohibition does not include retroreflective materials that comply with the standards set forth
in the Manual on Uniform Traffic Control Devices;

(g) rooftop signs and all other signs which project above the fascia wall.

(4) Prohibited Obstructions. In no event shall a temporary sign obstruct the use of:

(a) building ingress or egress, including doors, egress windows, and fire escapes;
(b) operable windows (with regard to movement only, not transparency);
(c) equipment, structures, or architectural elements that are related to public safety, building
operations, or utility service (e.g., standpipes, downspouts, fire hydrants, electrical outlets,
lighting, vents, valves, and meters).

(5) Prohibited Mounts. No temporary sign shall be posted, installed, mounted on, fastened, or affixed
to any of the following:

(a) any tree or shrub;

(b) any utility pole or light pole, unless:
   1. the sign is a banner or flag that is not more than ten (10) square feet in area;
   2. the owner of the utility pole or light pole consents to its use for the display of the
      banner or flag;
   3. the banner or flag is mounted on brackets or a pole that extend not more than thirty
      (30) inches from the utility pole or light pole;
   4. the banner or flag is either situated above an area that is not used by pedestrians or
      vehicles, or the bottom of the banner or flag is at least eight (8) feet above grade; and
   5. any applicable City encroachment and banner permits are obtained.

(c) utility cabinets or pedestals (except signs that are applied by or with the consent of the
owner of the utility cabinet or pedestal).

(6) Prohibited Locations. In addition to applicable setback requirements and other restrictions of this
Section 3.8.7.2, no sign shall be located in any of the following locations:

(a) in or over public rights-of-way (which, in addition to streets, may include other sidewalks,
parkways, trails, multi-use pathways, retaining walls, utility poles, traffic calming devices,
medians, and center islands that are within public rights-of-way), except:
   1. signs painted on or affixed to transit shelters and bus benches as authorized by the
      provider of the shelter or bench, but not extending beyond the physical structure of
      the shelter or bench;
   2. signs that are the subject of a revocable license agreement with the City, installed
      and maintained in accordance with the terms of that agreement;
3. portable signs permitted pursuant to the Code of the City of Fort Collins, Chapter 24, Article IV; or
4. signs posted by the City or jurisdiction that owns or maintains the right-of-way.

(b) within any sight distance triangle that is described in Section 3.8.7.1.

(D) **Temporary Sign Districts.**

1. **Generally.** In recognition that the City is a place of diverse physical character, and that different areas of the City have different functional characteristics, signs shall be regulated based on sign district in which they are located.

2. **Temporary Sign Districts Created.** The following sign districts are created: Downtown, Commercial/Industrial, Multifamily, and Single-Family. Sign districts shall correspond to zoning districts as provided in Table D, Temporary Sign Districts.

<table>
<thead>
<tr>
<th>Table D</th>
<th>TEMPORARY SIGN DISTRICTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sign District</td>
<td>Corresponding Zoning Districts</td>
</tr>
<tr>
<td>Downtown</td>
<td>D; R-D-R</td>
</tr>
<tr>
<td>Commercial/Industrial</td>
<td>T; C-C; C-C-N; C-C-R; C-G; C-S; C-L; H-C; E; I</td>
</tr>
<tr>
<td>Multifamily/Mixed-Use</td>
<td>L-M-N; M-M-N; N-C-M; N-C-B; H-M-N; N-C</td>
</tr>
<tr>
<td>Single-Family</td>
<td>R-U-L; U-E; R-F; R-L; N-C-L; P-O-L; R-C</td>
</tr>
</tbody>
</table>

(E) **Standards for Attached Temporary Signs.**

1. **Generally.** The standards of this Section apply to temporary signs that are attached to buildings. Temporary signs that are not attached to buildings are subject to the standards of Section 3.8.7.2(F). The standards of this Section are applied in conjunction with all other applicable standards. Duration of display is limited by Section 3.8.7.2(G).

2. **Attached Temporary Banners and Pennants.** Attached temporary banners and pennants may only be displayed provided a permit is obtained pursuant to Section 3.8.7.2(I).

3. **Temporary Sign Covers.** Temporary sign covers are permitted in all sign districts, provided that they are used during a period not to exceed forty (40) days in which a new permanent sign or sign component is being fabricated and such sign or sign component is permitted and installed in accordance with Section 3.8.7.1.

4. **Temporary Window Signs.**

   a. Temporary window signs are allowed in all locations where permanent window signs are allowed, provided that the transparency standards of Section 3.8.7.1 are met as to the combination of temporary and permanent window signs.

   b. Temporary window signs shall be affixed to the window such that the fastener (e.g., tape) is not highly visible, or shall be mounted vertically inside of the building for viewing through the window.

(F) **Standards for Detached Temporary Signs.**

1. **Generally.** The standards of this Section apply to temporary signs that are not attached to buildings. Temporary signs that are attached to buildings are subject to the standards of Section 3.8.7.2(E). The standards of this Section (F) are applied in conjunction with all other applicable standards of this Section 3.8.7.2. Duration of display is limited by Section 3.8.7.2(G).
(2) **Detached Temporary Signs.** Detached temporary signs are allowed according to the standards in Table F, Detached Temporary Signs. Detached temporary sign types that are not listed in Table F (including but not limited to inflatable signs) are not allowed. Detached banners and pennants may only be displayed provided a permit is obtained pursuant to Section 3.8.7.2(l). Portable signs may only be displayed provided a permit is obtained pursuant to the Code of the City of Fort Collins, Chapter 24, Article IV.

<table>
<thead>
<tr>
<th>Type of Sign Standards</th>
<th>Sign District</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Downtown</td>
</tr>
<tr>
<td></td>
<td>Commercial-Industrial</td>
</tr>
<tr>
<td></td>
<td>Multifamily/Mixed Use</td>
</tr>
<tr>
<td></td>
<td>Single-Family</td>
</tr>
<tr>
<td>Yard Signs</td>
<td>Single-Family and Duplex Residential Buildings: Not Limited</td>
</tr>
<tr>
<td>Max. #</td>
<td>Multi-Family Residential Buildings: 1 per 20 ft. of property frontage or fraction thereof</td>
</tr>
<tr>
<td></td>
<td>All other uses: 2 per vehicular access point</td>
</tr>
<tr>
<td></td>
<td>Nonresidential and Residential Mixed Use Buildings: 1 per 80 ft. of property frontage or fraction thereof</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Max. Sign Area (per sign)</th>
<th>6 sf.</th>
<th>8 sf.</th>
<th>8 sf.</th>
<th>6 sf.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Max. Sign Height</td>
<td>4 ft.</td>
<td>4 ft.</td>
<td>4 ft.</td>
<td>4 ft.</td>
</tr>
<tr>
<td>Allowed Lighting</td>
<td>None</td>
<td>None</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>Setbacks and Spacing</td>
<td>2 ft. from property lines; 2 ft. from all other signs</td>
<td>2 ft. from property lines; 2 ft. from all other signs</td>
<td>2 ft. from property lines; 2 ft. from all other signs</td>
<td>2 ft. from property lines; 2 ft. from all other signs</td>
</tr>
<tr>
<td>Other</td>
<td>Must be installed in</td>
<td>Must be installed in</td>
<td>Must be installed in</td>
<td>Must be installed</td>
</tr>
<tr>
<td>Standards</td>
<td>permeable landscaped area.</td>
<td>permeable landscaped area that is at least 8 sf. in area and 2 ft. in any horizontal dimension, not more than 10 ft. from vehicular access point</td>
<td>permeable landscaped area that is at least 8 sf. in area and 2 ft. in any horizontal dimension</td>
<td>in permeable landscaped area that is at least 8 sf. in area and 2 ft. in any horizontal dimension</td>
</tr>
<tr>
<td>------------------------------------------------</td>
<td>---------------------------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>Max. #</strong></td>
<td>Residential Buildings: Not Limited</td>
<td>1 per 600 ft. of property frontage or fraction thereof, provided that the area of the property is at least 2 acres; properties that are less than 2 acres shall not display site signs</td>
<td>1 per 600 ft. of property frontage or fraction thereof, provided that the area of the property is at least 2 acres; properties that are less than 2 acres shall not display site signs</td>
<td>1 per 600 ft. of property frontage or fraction thereof, provided that the area of the property is at least 2 acres; properties that are less than 2 acres shall not display site signs</td>
</tr>
<tr>
<td>Max. Sign Area</td>
<td>16 sf.</td>
<td>32 sf.</td>
<td>32 sf.</td>
<td>32 sf.</td>
</tr>
<tr>
<td>Max. Sign Height</td>
<td>6 ft.</td>
<td>6 ft.</td>
<td>6 ft.</td>
<td>6 ft.</td>
</tr>
<tr>
<td>Allowed Lighting</td>
<td>External, down directional and concealed light source</td>
<td>External, down directional and concealed light source</td>
<td>External, down directional and concealed light source</td>
<td>External, down directional and concealed light source</td>
</tr>
<tr>
<td>Setbacks and Spacing</td>
<td>2 ft. from front property lines</td>
<td>2 ft. from front property lines</td>
<td>2 ft. from front property lines</td>
<td>2 ft. from front property lines</td>
</tr>
<tr>
<td></td>
<td>10 ft. from all other property lines</td>
<td>10 ft. from all other property lines</td>
<td>10 ft. from all other property lines</td>
<td>10 ft. from all other property lines</td>
</tr>
<tr>
<td></td>
<td>10 ft. from all other signs</td>
<td>10 ft. from all other signs</td>
<td>10 ft. from all other signs</td>
<td>10 ft. from all other signs</td>
</tr>
<tr>
<td></td>
<td>12 ft. from building walls</td>
<td>12 ft. from building walls</td>
<td>12 ft. from building walls</td>
<td>12 ft. from building walls</td>
</tr>
</tbody>
</table>
| Other                                          | Where allowed, site | Where allowed, site | Where allowed, site | Where allowed,
<table>
<thead>
<tr>
<th>Standards</th>
<th>signs shall be installed in permeable landscaped areas or hardscaped areas other than vehicular use areas and sidewalks that are at least 5 ft. in every horizontal dimension and at least 40 sf. in area</th>
<th>signs shall be installed in permeable landscaped areas or hardscaped areas other than vehicular use areas and sidewalks that are at least 5 ft. in every horizontal dimension and at least 40 sf. in area</th>
<th>signs shall be installed in permeable landscaped areas or hardscaped areas other than vehicular use areas and sidewalks that are at least 5 ft. in every horizontal dimension and at least 40 sf. in area</th>
<th>site signs shall be installed in permeable landscaped areas or hardscaped areas other than vehicular use areas and sidewalks that are at least 5 ft. in every horizontal dimension and at least 40 sf. in area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Swing Signs</td>
<td>Max. #</td>
<td>Not allowed</td>
<td>Not allowed</td>
<td>1 per property frontage</td>
</tr>
<tr>
<td></td>
<td>Max. Sign Area</td>
<td>N/A</td>
<td>N/A</td>
<td>5 sf., including riders</td>
</tr>
<tr>
<td></td>
<td>Max. Sign Height</td>
<td>N/A</td>
<td>N/A</td>
<td>5 ft.</td>
</tr>
<tr>
<td></td>
<td>Allowed Lighting</td>
<td>N/A</td>
<td>N/A</td>
<td>None</td>
</tr>
<tr>
<td></td>
<td>Setbacks and Spacing</td>
<td>N/A</td>
<td>N/A</td>
<td>2 ft. from all property lines</td>
</tr>
<tr>
<td></td>
<td>Other Standards</td>
<td>N/A</td>
<td>N/A</td>
<td>Swing signs shall be installed in permeable landscaped areas that are at least 4 ft. in every horizontal dimension and at least 20 sf. in area</td>
</tr>
<tr>
<td>Feather Flags</td>
<td>Max. #</td>
<td>1 per 100 ft. of property frontage or fraction thereof; may be clustered</td>
<td>1 per 100 ft. of property frontage or fraction thereof; may be clustered</td>
<td>1 per 100 ft. of property frontage or fraction thereof; may be clustered</td>
</tr>
</tbody>
</table>
be clustered

<table>
<thead>
<tr>
<th>Max. sign area</th>
<th>40 sf.</th>
<th>40 sf.</th>
<th>40 sf.</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Max. sign height</td>
<td>15 ft.</td>
<td>15 ft.</td>
<td>15 ft.</td>
<td>N/A</td>
</tr>
</tbody>
</table>

| Other Standards | Not allowed if freestanding banner is present | Not allowed if freestanding banner is present | Must be installed in a permeable landscaped area with a radius that extends not less than 3 ft. from the flag pole | Must be installed in a permeable landscaped area with a radius that extends not less than 3 ft. from the flag pole | N/A |

(G) **Duration of Display of Temporary Signs.**

(1) *Generally.* The purpose of temporary signs is to display messages for a temporary duration. Temporary signs shall not be used as a subterfuge to circumvent the regulations that apply to permanent signs or to add permanent signage to a property in addition to that which is allowed by Section 3.8.7.1.

(2) **Classification of Temporary Sign Materials.** Temporary signs are constructed from a variety of materials with varying degrees of durability. Common materials are classified in Table G1, Classification of Temporary Sign Materials.

<table>
<thead>
<tr>
<th>Table G1 Classification of Temporary Sign Materials</th>
</tr>
</thead>
<tbody>
<tr>
<td>Material</td>
</tr>
<tr>
<td>-----------</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Paper, card stock, foam core board, or cardboard</td>
</tr>
<tr>
<td>Laminated paper or cardstock, polyethylene bags</td>
</tr>
<tr>
<td>Cloth, canvas, nylon, polyester, burlap, flexible vinyl, or other flexible material of comparable durability</td>
</tr>
<tr>
<td>Inflexible vinyl, hard plastic, composite, or corrugated plastic (&quot;coroplast&quot;)</td>
</tr>
<tr>
<td>Wood or metal</td>
</tr>
</tbody>
</table>

(3) **Duration of Display.**

(a) In general, a temporary sign shall be removed as of the earlier of the date that:
1. it becomes an abandoned sign; or
2. it falls into disrepair (see Section 3.8.7.2(H)); or
3. the number of days set out in Table G2, Duration of Temporary Sign Display by Material Class, expires.

| Table G2  
| Duration of Temporary Sign Display by Material Class  

<table>
<thead>
<tr>
<th>Sign Type</th>
<th>Max. Duration for Individual Sign by Material Class</th>
<th>Max. Posting Days/Year</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Yard Sign</td>
<td>Not Allowed</td>
<td>45 days</td>
</tr>
<tr>
<td>Site Sign</td>
<td>Not Allowed</td>
<td>Not Allowed</td>
</tr>
<tr>
<td>Swing Sign</td>
<td>Not Allowed</td>
<td>Not Allowed</td>
</tr>
<tr>
<td>Window Sign</td>
<td>30 days per sign</td>
<td>30 days per sign</td>
</tr>
<tr>
<td>Feather Flags</td>
<td>Not Allowed</td>
<td>Not Allowed</td>
</tr>
</tbody>
</table>

TABLE
1 alternatively, the sign type may be displayed for three hundred sixty (360) days every two (2) calendar years.

(b) Temporary signs that are required due to governmental regulation (e.g., public notices) shall be removed as required by the applicable regulation.

(4) Administrative Interpretations. Materials for signage that are not listed in this Section 3.8.7.2(G) may be introduced into the market. When a material is proposed that is not listed in this Section 3.8.7.2(G), the Director shall determine the class of materials with which the new material is most closely comparable, based on the new material’s appearance, durability, and colorfastness. No temporary sign shall be displayed for a longer period than a site sign constructed of class 5 material, regardless of the durability material (although such a sign may be permissible under Land Use Code Section 3.8.7.1).

(H) Temporary Sign Maintenance. Temporary signs and temporary sign structures of all types shall be maintained as follows:

(1) Paint and Finishes. Paint and other finishes shall be maintained in good condition. Peeling finishes shall be repaired. Signs with running colors shall be repainted, repaired, or removed if the running colors were not a part of the original design.

(2) Mineral Deposits and Stains. Mineral deposits and stains shall be promptly removed.

(3) Damage. Temporary signs that are obviously damaged shall be removed within twenty-four (24) hours.

(4) Upright, Level Position. Signs that are designed to be upright and level shall be installed and maintained in an upright and level position. Feather flag poles shall be installed in a vertical position. Signs that are not upright and level shall be removed or restored to an upright, level position.

(i) Banners and Pennants.
(1) Attached unframed banners, detached banners, and attached and detached pennants are allowed in any zone district pursuant to the restrictions in below Table I provided a permit is obtained from the Director. The Director shall issue a permit for the display of banners and pennants only in locations where such banners and pennants will not cause unreasonable annoyance or inconvenience to adjoining property owners or other persons in the area and on such additional conditions as deemed necessary to protect adjoining premises and the public. All banners and pennants shall be removed on or before the expiration date of the permit. If any person, business or organization erects any banners or pennants without receiving a permit, as herein provided, the person, business or organization shall be ineligible to receive a permit for a banner or pennant for the remainder of the calendar year.

(2) Each business or non-profit entity or other organization, and each individual not affiliated with an entity or organization, shall be eligible to display banners and pennants pursuant to a valid permit for a maximum of forty (40) days per calendar year.

(3) The Director shall review a banner or pennant permit application within two (2) business days to determine completeness. If it is complete, the Director shall approve or deny the application within three (3) business days after such determination. If it is incomplete, the Director shall cause the application to be returned to the applicant within one (1) business day of the determination, along with written reasons for the determination of incompleteness.

(4) Notwithstanding the size and time limitations contained in Table I, noncommercial banners or pennants may be larger in size and displayed for such additional periods of time as may be established by the City Manager during community events that, in the judgment of the City Manager, advance a goal or policy of the City Council and contribute to the health, safety or welfare of the City.

<table>
<thead>
<tr>
<th>Standard</th>
<th>Sign District</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Downtown</td>
</tr>
<tr>
<td>Max. # on each building elevation</td>
<td>1</td>
</tr>
<tr>
<td>Allowed Lighting</td>
<td>None</td>
</tr>
<tr>
<td>Max. Sign Height</td>
<td>7 ft.</td>
</tr>
<tr>
<td>Other Standards</td>
<td>None</td>
</tr>
</tbody>
</table>
(5) For banners and pennants in all sign districts, the following shall apply:

(a) mounting hardware shall be concealed from view;
(b) banners shall be stretched tightly to avoid movement in windy conditions;
(c) all banners that are installed in banner frames shall be sized to fit the banner frame so that there are no visible gaps between the edges of the banner and the banner frame;
(d) banners are not allowed if any of the following are present on the property: feather flag, yard sign, site sign, or swing sign;
(e) any common line of pennants must be stretched tightly to avoid movement in windy conditions.

Appendix A-7

to PUD Master Plan Summary

3.8.26 - Buffering for Residential and High Occupancy Building Units

(A) **Applicability**. These standards apply only to applications that include residential uses and, to the extent legally applicable, high occupancy building units. Standards regarding Buffer Yard D shall not apply to any lot for which a site specific development plan with vested rights was approved prior to September 14, 2018 so long as such site specific development plan was, or is, valid at the time of issuance of any building permit for the construction or modification of any dwelling unit or high occupancy building unit on such lot.

(B) **Purpose**. The purpose of this Section is to provide standards to separate residential land uses and high occupancy building units from existing industrial uses in order to eliminate or minimize potential nuisances such as dirt, litter, noise, glare of lights and unsightly buildings or parking areas, or to provide spacing to reduce adverse impacts of noise, odor, air pollutants, hazardous materials or site contamination, or danger from fires or explosions.

(C) **Buffer standards**. Buffer yards shall be located on the outer perimeter of a lot or parcel and may be required along all property lines for buffering purposes and shall meet the standards as provided in this Section.

1. Only those structures used for buffering and/or screening purposes shall be located within a buffer yard. The buffer yard shall not include any paved area, except for pedestrian sidewalks or paths or vehicular access drives which may intersect the buffer yard at a point which is perpendicular to the buffer yard and which shall be the minimum width necessary to provide vehicular or pedestrian access. Fencing and/or walls used for buffer yard purposes shall be solid, with at least seventy-five (75) percent opacity.

2. There are four (4) types of buffer yards which are established according to land use intensity as described in Chart 1 below. Buffer yard distances are established in Chart 2 below and specify deciduous or coniferous plants required per one hundred (100) linear feet along the affected property line, on an average basis.

3. The buffer yard requirements shall not apply to temporary or seasonal uses or to properties that are separated by a major collector street, arterial street, or highway.

4. **Additional Standards Applicable to Buffer Yard D**. The following requirements shall also apply to development located in Buffer Yard D:

   (a) **Measured**. For purposes of Buffer Yard D standards, the buffer yard shall be measured as either the distance from the outer edge of an oil and gas location to the nearest wall or corner of any dwelling or high occupancy building unit location or, if any Colorado Oil and Gas Conservation Commission adopted setback measurement method applicable to a dwelling or high occupancy building unit results in a greater distance between the existing oil and gas operation site location and the dwelling or high occupancy building unit at issue, then the Colorado Oil and Gas Conservation Commission setback measurement method shall be used. Buffer Yard D areas may include paved areas, notwithstanding paragraph (1) above.

   (b) **Minimum Buffer Distances**. The following minimum buffer distances shall apply:

   1. **Residential Development**. The minimum buffer between a dwelling and any oil and gas location shall be five hundred (500) feet, or the Colorado Oil and Gas Conservation Commission designated setback distance, whichever is greater. Public playgrounds, parks, recreational fields, or community gathering spaces shall not be placed within a buffer. Private common areas within a buffer shall not contain playgrounds, parks, recreational fields, or community gathering spaces.

   2. **High Occupancy Building Units**. The minimum buffer between a high occupancy building unit and any oil and gas location shall be one thousand (1,000) feet, or the Colorado Oil and
Gas Conservation Commission designated setback distance, whichever is greater. Public or private playgrounds, parks, recreational fields, or community gathering spaces shall not be allowed within a buffer.

(c) **Alternative compliance buffer reduction from plugged and abandoned wells.** Upon applicant request, the decision maker may approve a reduced buffer distance from a plugged and abandoned well for which reclamation has been completed, all of the aforementioned in accordance with Colorado Oil and Gas Conservation Commission regulations, in lieu of the minimum buffer distances set forth in the immediately preceding Subsection (b), provided that the approved reduced buffer is no less than 150 feet from the permanently abandoned well and meets the requirements specified below.

1. **Procedure.** To request alternative compliance, an alternative compliance buffer reduction plan shall be prepared and submitted in accordance with the submittal requirements established by the Director. At a minimum, the plan must:
   a. Clearly identify and discuss the proposed buffer reduction and the ways in which the plan will equally well or better eliminate or minimize the nuisances and reduce the adverse effects referenced in the purpose of this Section than would a plan which complies with the separation and spacing standards of this Section.
   b. Include information regarding environmental testing and monitoring for the site. Site investigation, sampling, and monitoring shall be conducted to demonstrate that the well has been properly abandoned and that soil, air and water quality have not been adversely impacted by oil and gas operations or facilities or other sources of contamination. Such sampling and monitoring shall be conducted by a qualified environmental engineering or consulting firm with experience in oil and gas investigations. Director approval that the sampling and monitoring plan contains the information required pursuant to this subsection b) is required prior to sampling occurring and such plan shall include, but is not limited to, the following:
      i. Site survey, historical research, and/or physical locating techniques to determine exact location and extent of oil and gas operations and facilities.
      ii. Documentation of plugging activities, abandonment and any subsequent inspections.
      iii. Soil sampling, including soil gas testing.
      iv. Groundwater sampling.
      v. Installation of permanent groundwater wells for future site investigations.
      vi. A minimum of five (5) years of annual soil gas and groundwater monitoring at the well location.
   c. Upon completion of the site investigation and sampling, not including the ongoing monitoring, the consultant must provide a written report verifying that the soil and groundwater samples meet applicable EPA and State residential regulations and that a reduced buffer would not pose a greater health or safety risk for future residents or users of the site. Otherwise, the decision maker may specify an appropriate buffer distance or require that the following actions be completed by a qualified professional before development may occur, including but not limited to:
      i. Remediation of environmental contamination to background levels.
      ii. Well repair or re-plugging of a previously abandoned well.

2. **Review Criteria.** To approve an alternative compliance buffer reduction plan, the decision maker must first find that the proposed alternative plan eliminates or minimizes the nuisances and reduces the adverse effects referenced in the purpose of this Section equally well or better than would a plan which complies with the separation and spacing standards of this Section. An approved alternative compliance buffer reduction plan shall be exempt from the screening requirements of Chart 2 - Buffer Yard Types and below Subsection (e) regarding fencing.

(d) **Disclosure.** If any residential development or dwelling, or high occupancy building unit is proposed to be located within one thousand (1,000) feet of an oil and gas location, the following requirements shall apply:

1. At such time as the property to be developed is platted or replatted, the plat shall show the one-thousand-foot radius on the property from such oil and gas location and shall
contain a note informing subsequent property owners that certain lots shown on the plat are in close proximity to an existing oil and gas location.

2. For residential developments requiring a declaration pursuant to the Colorado Common Interest Ownership Act, a statement shall be included in such declaration specifying the lots within such residential development upon which dwellings may be constructed that are within one thousand (1,000) feet of an oil and gas location. The approved plat for such residential development shall be attached to the recorded declaration. Where no such declaration is required, the property owner shall record a statement on the property where the dwelling is located indicating that such property is located within one thousand feet of an oil and gas location.

(e) Fencing. If any residential development is proposed to be located within five hundred (500) feet of an oil and gas location, and if an existing fence does not surround the oil and gas location, the developer must erect a fence that restricts public access to the oil and gas location along the property boundary between the oil and gas location and the development.

Chart 1

Land Use Intensity Categories

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Intensity Category</th>
<th>Buffer Yard</th>
</tr>
</thead>
<tbody>
<tr>
<td>Airports/airstrips</td>
<td>Very High</td>
<td>C</td>
</tr>
<tr>
<td>Composting facilities</td>
<td>High</td>
<td>B</td>
</tr>
<tr>
<td>Dry cleaning plants</td>
<td>Very High</td>
<td>C</td>
</tr>
<tr>
<td>Feedlots</td>
<td>Very High</td>
<td>C</td>
</tr>
<tr>
<td>Heavy industrial uses</td>
<td>Very High</td>
<td>C</td>
</tr>
<tr>
<td>Light industrial uses</td>
<td>High</td>
<td>B</td>
</tr>
<tr>
<td>Junkyards</td>
<td>High</td>
<td>B</td>
</tr>
<tr>
<td>Outdoor storage facilities</td>
<td>High</td>
<td>B</td>
</tr>
<tr>
<td>Recreation vehicle, boat, truck storage</td>
<td>Medium</td>
<td>A</td>
</tr>
<tr>
<td>Recycling facilities</td>
<td>High</td>
<td>B</td>
</tr>
<tr>
<td>Agricultural research laboratories</td>
<td>High</td>
<td>B</td>
</tr>
<tr>
<td>Resource extraction</td>
<td>Very High</td>
<td>C</td>
</tr>
<tr>
<td>Oil and gas operations, including plugged and abandoned wells</td>
<td>Very High</td>
<td>D</td>
</tr>
<tr>
<td>Transportation terminals (truck, container storage)</td>
<td>High</td>
<td>B</td>
</tr>
<tr>
<td>Warehouse &amp; distribution facilities</td>
<td>High</td>
<td>B</td>
</tr>
<tr>
<td>Workshops and custom small industry</td>
<td>Medium</td>
<td>A</td>
</tr>
</tbody>
</table>
Chart 2

Buffer Yard Types

<table>
<thead>
<tr>
<th>Type - Base Standard (plants per 100 linear feet along affected property line)*</th>
<th>Option Width</th>
<th>Plant Multiplier**</th>
<th>Option: Add 6' Wall</th>
<th>Option: Add 3' Berm or 6' Fence</th>
</tr>
</thead>
<tbody>
<tr>
<td>Buffer Yard A:</td>
<td>15 feet</td>
<td>1.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>20 feet</td>
<td>.90</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 Shade Trees</td>
<td>25 feet</td>
<td>.80</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 Ornamental Trees or Type 2 Shrubs***</td>
<td>30 feet</td>
<td>.70</td>
<td>.65</td>
<td>.80</td>
</tr>
<tr>
<td>3 Evergreen Trees</td>
<td>35 feet</td>
<td>.60</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15 Shrubs (33% Type 1, 67% Type 2)</td>
<td>40 feet</td>
<td>.50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Buffer Yard B:</td>
<td>15 feet</td>
<td>1.25</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>20 feet</td>
<td>1.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>25 feet</td>
<td>.90</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 Shade Trees</td>
<td>30 feet</td>
<td>.80</td>
<td>.75</td>
<td>.85</td>
</tr>
<tr>
<td>4 Ornamental Trees or Type 2 Shrubs***</td>
<td>35 feet</td>
<td>.70</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 Evergreen Trees</td>
<td>40 feet</td>
<td>.60</td>
<td></td>
<td></td>
</tr>
<tr>
<td>25 Shrubs (Type 2)</td>
<td>45 feet</td>
<td>.50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Buffer Yard C:</td>
<td>20 feet</td>
<td>1.25</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>25 feet</td>
<td>1.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>30 feet</td>
<td>.90</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5 Shade Trees</td>
<td>35 feet</td>
<td>.80</td>
<td>.75</td>
<td>.85</td>
</tr>
<tr>
<td>6 Ornamental Trees or Type 2 Shrubs***</td>
<td>40 feet</td>
<td>.70</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 Evergreen Trees</td>
<td>45 feet</td>
<td>.60</td>
<td></td>
<td></td>
</tr>
<tr>
<td>30 Shrubs (Type 2)</td>
<td>50 feet</td>
<td>.50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Buffer Yard D:</td>
<td>500 feet</td>
<td>1.25</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>525 feet</td>
<td>1.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>550 feet</td>
<td>.90</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 Shade Trees</td>
<td>575 feet</td>
<td>.80</td>
<td>.75</td>
<td>.85</td>
</tr>
<tr>
<td>7 Ornamental Trees or Type 2 Shrubs***</td>
<td>600 feet</td>
<td>.70</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5 Evergreen Trees</td>
<td>625 feet</td>
<td>.60</td>
<td></td>
<td></td>
</tr>
<tr>
<td>35 Shrubs (Type 2)</td>
<td>650 feet</td>
<td>.50</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* "Base standard" for each type of buffer yard is that width which has a plant multiplier.
** "Plant multipliers" are used to increase or decrease the amount of required plants based on providing a buffer yard of reduced or greater width or by the addition of a wall, berm or fence.

*** Shrub types: Type 1: 4' - 8' High Type 2: Over 8' High

Appendix A-8

to PUD Master Plan Summary

3.8.31 - Urban Agriculture

(A) **Applicability.** These standards apply to all urban agriculture land uses, except those urban agriculture land uses that are approved as a part of a site-specific development plan.

(B) **Purpose.** The intent of these urban agriculture supplementary regulations is to allow for a range of urban agricultural activities at a level and intensity that is compatible with the City's neighborhoods.

(C) **Standards.**

(1) **License required.** Urban agriculture land uses shall be permitted only after the owner or applicant for the proposed use has obtained an urban agriculture license from the City. The fee for such a license shall be the fee established in the Development Review Fee Schedule. If active operations have not been carried on for a period of twenty-four (24) consecutive months, the license shall be deemed to have been abandoned regardless of intent to resume active operations. The Director may revoke any urban agriculture license issued by the City if the holder of such license is in violation of any of the provisions contained in paragraph (2) below, provided that the holder of the license shall be entitled to the administrative review of any such revocation under the provisions contained in Chapter 2, Article VI of the City Code.

(2) **General Standards.** Urban agriculture shall be allowed as a permitted use, provided that all of the following conditions are met:

   (a) Mechanized Equipment. All mechanized equipment used in the urban agriculture land use must be in compliance with Chapter 20, Article II of the City Code regarding noise levels.

   (b) Parking. Urban agriculture land uses shall provide additional off-street vehicular and bicycle parking areas adequate to accommodate parking demands created by the use.

   (c) Chemicals and Fertilizers. Synthetic pesticides or herbicides may be applied only in accordance with state and federal regulations. All chemicals shall be stored in an enclosed, locked structure when the site is unattended. No synthetic pesticides or herbicides may be applied within a Natural Habitat Buffer Zone.

   (d) Trash/Compost. Trash and compost receptacles shall be screened from adjacent properties by utilizing landscaping, fencing or storage within structures and all trash shall be removed from the site weekly. Compost piles and containers shall be set back at least ten (10) feet from any property line when urban agriculture abuts a residential land use.

   (e) Maintenance. All urban agriculture land uses shall be maintained in an orderly manner, including necessary watering, pruning, pest control and removal of dead or diseased plant materials, and shall be maintained in compliance with the provisions of Chapter 20 of the City Code.

   (f) Water Conservation and Conveyance. To the extent reasonably feasible, the use of sprinkler irrigation between the hours of 10:00 a.m. and 6:00 p.m. shall be minimized. Drip irrigation or watering by hand may be done at any time. The site must be designed and maintained so that any water runoff is conveyed off-site into a City right-of-way or drainage system without adversely affecting downstream property.

   (g) Identification/Contact Information. A clearly visible sign shall be posted near the public right-of-way adjacent to all urban agriculture land uses, which sign shall contain the name and contact information of the manager or coordinator of the agricultural land use. If a synthetic pesticide or herbicide is used in connection with such use, the sign shall also include the name of the chemical and the frequency of application. The contact information for the manager or coordinator shall be kept on file with the City. All urban agriculture signs must comport with Section 3.8.7 of this Code.
(h) If produce from an urban agriculture land use is proposed to be distributed throughout the City, the applicant must provide a list of proposed Food Membership Distribution Sites in the application.

(i) Floodplains. If urban agriculture is proposed within a floodplain, then a Floodplain Use Permit is required in accordance with Chapter 14 of the City Code.

(j) Hoop Houses. If an urban agriculture land use contains a hoop house, then the hoop house shall be set back a minimum of five (5) feet from any property line and shall also be located in such a manner that the hoop house does not generate potential adverse impacts on adjacent uses, such as shading or glare.

(k) Additional Impact Mitigation. Measures such as landscaping, fencing or setbacks to mitigate potential visual, noise or odor impacts on adjoining property may be required by the Director. There shall be no offensive noise, vibration, smoke, dust, odors, heat or glare noticeable at or beyond the property line of the parcel where the urban agriculture land use is conducted. Where an urban agriculture land use abuts a residential use, there shall be a minimum setback of five (5) feet between the operation and the property line.

(3) Notice. At the time of an initial application for an urban agriculture land use within a residential zone (N-C-L, N-C-M, U-E, R-F, R-L, L-M-N, M-M-N, H-M-N, N-C-B, R-C and P-O-L) or if the urban agriculture land use exceeds one-half (0.5) acre in size, the Director shall determine whether the proposed urban agriculture land use presents a significant impact on the affected neighborhood, and, if so, the Director shall schedule a neighborhood meeting and provide mailed and posted notice for such meeting. Such notice and neighborhood meeting shall be conducted in accordance with Sections 2.2.2 and 2.2.6 of this Code.

(Ord. No. 096, 2013 §1, 7/16/13; Ord. No. 034, 2014 §2, 3/18/14)
Appendix A-9

to PUD Master Plan Summary

DIVISION 4.29 - PLANNED UNIT DEVELOPMENT (PUD) OVERLAY

(A) **Purpose.**

1. Directs and guides subsequent Project Development Plans and Final Plans for large or complex developments governed by an approved PUD Master Plan.
2. Substitutes a PUD Master Plan for an Overall Development Plan for real property within an approved PUD Overlay.
3. Positions large areas of property for phased development.
4. Encourages innovative community planning and site design to integrate natural systems, energy efficiency, aesthetics, higher design, engineering and construction standards and other community goals by enabling greater flexibility than permitted under the strict application of the Land Use Code, all in furtherance of adopted and applicable City plans, policies, and standards.
5. Allows greater flexibility in the mix and distribution of land uses, densities, and applicable development and zone district standards.

(B) **Objectives.**

1. Encourage conceptual level review of development for large areas.
2. In return for flexibility in site design, development under a PUD Overlay must provide public benefits significantly greater than those typically achieved through the application of a standard zone district, including one or more of the following as may be applicable to a particular PUD Master Plan:
   - Diversification in the use of land;
   - Innovation in development;
   - More efficient use of land and energy;
   - Public amenities commensurate with the scope of the development;
   - Furtherance of the City's adopted plans and policies; and
   - Development patterns consistent with the principles and policies of the City's Comprehensive Plan and adopted plans and policies.
3. Ensure high-quality urban design and environmentally-sensitive development that takes advantage of site characteristics.
4. Promote cooperative planning and development among real property owners within a large area.
5. Protect land uses and neighborhoods adjacent to a PUD Overlay from negative impacts.

(C) **Applicability.**

1. Any property or collection of contiguous properties of a minimum 50 acres in size is eligible for a PUD Overlay provided all owners authorize their respective property to be included.
2. An approved PUD Overlay will be shown upon the Zoning Map and will overlay existing zoning, which will continue to apply, except to the extent modified by or inconsistent with the PUD Master Plan.
3. An approved PUD Master Plan will substitute for the requirement for an Overall Development Plan. Development within the boundaries of an approved PUD Overlay may proceed directly to application for Project Development Plan(s) and Final Plan(s).
(D) **PUD Master Plan Review Procedure.**

1. PUD Master Plans are approved as an overlay to the underlying zone district and are processed by the decision maker pursuant to Section 2.15 of the common review procedures.

2. In order to approve a proposed PUD Master Plan, the decision maker must find that the PUD Master Plan satisfies the following criteria:
   
   a. The PUD Master Plan achieves the purpose and objectives of Sections 4.29 (A) and (B);
   
   b. The PUD Master Plan provides high quality urban design within the subject property or properties;
   
   c. The PUD Master Plan will result in development generally in compliance with the principles and policies of the City's Comprehensive Plan and adopted plans and policies;
   
   d. The PUD Master Plan will, within the PUD Overlay, result in compatible design and use as well as public infrastructure and services, including public streets, sidewalks, drainage, trails, and utilities; and
   
   e. The PUD Master Plan is consistent with all applicable Land Use Code General Development Standards (Article 3) except to the extent such development standards have been modified pursuant to below Subsection (G) or are inconsistent with the PUD Master Plan.

(E) **Permitted Uses.**

1. Any uses permitted in the underlying zone district are permitted within an approved PUD Overlay.

2. Additional uses not permitted in the underlying zone district may be requested for inclusion in a PUD Master Plan along with the type of review for such use, whether Type I, Type II, or Basic Development Review. The application must enumerate the additional use being requested, the proposed type of review, and how the use satisfies below criteria (a) through (d). The decision maker shall approve an additional use if it satisfies criteria (a) through (d). For each approved additional use, the decision maker shall determine the applicable type of review and may grant a requested type of review if it would not be contrary to the public good.
   
   a. The use advances the purpose and objectives of the applicable PUD Overlay provisions set forth in Sections 4.29 (A) and (B) and the principles and policies of the City's Comprehensive Plan and adopted plans and policies; and
   
   b. The use complies with applicable Land Use Code provisions regarding the natural environment, including but not limited to water, air, noise, storm water management, wildlife, vegetation, wetlands and the natural functioning of the environment.
   
   c. The use is compatible with the other proposed uses within the requested PUD Overlay and with the uses permitted in the zone district or districts adjacent to the proposed PUD Overlay.
   
   d. The use is appropriate for the property or properties within the PUD Overlay.

(F) **Prohibited Uses.** All uses that are not expressly allowed in an approved PUD Master Plan, in the underlying zone district, or determined to be permitted pursuant to Land Use Code Section 1.3.4 shall be prohibited.

(G) **Modification of Densities and Development Standards.**

1. Certain densities and development standards set forth in the Land Use Code and described in below Subsection (G)(2) may be modified as part of a PUD Master Plan. The modification procedure described in this Section (G) substitutes for the modification procedure set forth in Division 2.8.

2. The application must enumerate the densities and development standards proposed to be modified.
   
   a. The application shall describe the minimum and maximum densities for permitted residential uses.
(b) The application shall enumerate the specific Land Use Code Article 3 development standards and Article 4 land use and development standards that are proposed to be modified and the nature of each modification in terms sufficiently specific to enable application of the modified standards to Project Development Plans and Final Plans submitted subsequent to, in conformance with and intended to implement, the approved PUD Master Plan. Modifications under this Section may not be granted for Engineering Design Standards referenced in Section 3.3.5 and variances to such standards are addressed in below Subsection (L).

(3) In order to approve requested density or development standard modifications, the decision maker must find that the density or development standard as modified satisfies the following criteria:

(a) The modified density or development standard is consistent with the applicable purposes, and advance the applicable objectives of, the PUD Overlay as described in Sections 4.29 (A) and (B);

(b) The modified density or development standard significantly advances the development objectives of the PUD Master Plan;

(c) The modified density or development standard is necessary to achieve the development objectives of the PUD Master Plan; and

(d) The modified density or development standard is consistent with the principles and policies of the City's Comprehensive Plan and adopted plans and policies.

(H) **PUD Master Plan Non-Expiration.** PUD Master Plans do not expire but are subject to the amendment and termination provisions of Sections 4.29 (I) and (J).

(I) **PUD Master Plan Termination and Amendment.**

(1) **Termination.** An approved PUD Master Plan may be terminated in accordance with the following provisions:

(a) Termination may be initiated by any of the following:

1. The written request of all of the real property owners within a PUD Overlay; or
2. The City, provided no vested property right approved in connection with the PUD Master Plan would be in effect upon termination.

(b) Upon receiving a valid request to terminate, the original decision maker of the PUD Master Plan shall terminate unless termination is determined to be detrimental to the public good after holding a public hearing to address the issue.

(c) If the PUD Master Plan is terminated, the City may remove the overlay designation on the zoning map and the underlying zone district regulations in effect at the time of such removal shall control.

(d) Any nonconforming uses resulting from expiration or termination of a PUD Master Plan are subject to Article 1, Division 1.6.

(2) **PUD Master Plan Amendment.** An approved PUD Master Plan may be amended pursuant to the procedures set forth in Land Use Code Section 2.2.10 in accordance with the following provisions:

(a) Amendments may be initiated by any of the following:

1. The written request of all real property owners within the PUD Overlay; or
2. The written request of the original applicant, property owner, and/or developer for the approved PUD Master Plan, or any successor or assign thereof authorized in writing by such party or parties to have the ability pursuant to this Subsection to request an amendment, provided the following conditions are met:

   a. The name or names of the original applicant, property owner, and/or developer authorized to request an amendment must be set forth in writing in the PUD Master Plan.

   b. The authorized applicant, property owner, developer, or successor or assign, owns or otherwise has legal control of real property within the PUD Overlay; and
c. The right of the authorized applicant, property owner, developer, or successor or assign, to amend the PUD Master Plan without the consent of other owners of real property within the PUD Overlay has been recorded as a binding covenant or deed restriction recorded on the respective real property; or

3. The City, provided the amendment does not amend, modify, or terminate any existing vested right approved in connection with the PUD Master Plan without the permission of the beneficiary or beneficiaries of such vested right.

(b) Except as to real property within the PUD Overlay owned or otherwise under the control of the authorized applicant, property owner, developer, or successor or assign, any approved amendment requested by the authorized applicant, property owner, developer, or successor or assign, shall not apply to any other real property within the PUD Overlay which:

1. Is already developed pursuant to the applicable PUD Master Plan;
2. Has a valid and approved Project Development Plan or Final Plan; or
3. Is the subject of ongoing development review at the time the authorized applicant, property owner, developer, or successor or assign amendment request is submitted to the City.

(J) **Appeals.**

(1) A Planning and Zoning Board final decision on a PUD Master Plan is appealable to Council pursuant to Section 2.2.12(A).

(2) Any Project Development Plan wholly located within a PUD Overlay may be appealed pursuant to Section 2.2.12(A). However, the validity of the uses, densities, and development standards approved in a PUD Master Plan shall not be the subject of any such Project Development Plan appeal.

(K) **Vesting of PUD Master Plan.** Subject to the provisions of Section 2.2.11(C), the only aspects of an approved PUD Master Plan eligible for vested property rights are the enumerated uses, densities, development standards, and variances from Engineering Design Standards granted pursuant to Section 4.29(L). Such uses, densities, and development standards may be those for which modifications have been granted or uses, densities, and development standards set forth in the Land Use Code. The applicant shall specify in the PUD Master Plan if it is requesting vested property rights for uses, densities, development standards, and variances from Engineering Design Standards in excess of the three (3) year period specified in Section 2.2.11(C)(2) and the justification therefor.

(L) **Variances.** Variances from the Engineering Design Standards listed in Section 3.3.5, including variances from the Larimer County Area Urban Street Standards, may be requested in connection with a PUD Master Plan. A request for such variances shall be processed in accordance with and subject to the standards applicable to the variance. Variances so requested and approved prior to the approval of a PUD Master Plan may be incorporated into and approved as a part of the PUD Master Plan, and if so incorporated and approved, shall be applicable to Project Development Plans and Final Plans submitted subsequent to, in conformance with and intended to implement, the approved PUD Master Plan. The decision maker on the PUD Master Plan shall not have the authority to alter or condition any approved variance as part of the PUD Master Plan review. Variances may also be processed in connection with a Project Development Plan or Final Plan submitted subsequent to an approved PUD Master Plan.

(Ord. No. **091, 2018**, §11, 7/17/18; Ord. No. **037, 2019**, §3, 3/19/19)

Footnotes:
--- () ---

Appendix B

to Montava PUD Master Plan Summary

Engineering Variances

Appendix B-1: Variance from Larimer County Urban Area Street Standards, Chapter 8, Section 8.23, Angle of Intersection, and Proposed Alternate Designs.

Appendix B-2: Variance from Larimer County Urban Area Street Standards, Chapter 7, Street Design and Technical Criteria for City of Fort Collins street section, Figures 7-1F through 7-13F, and Proposed Alternate Designs for right-of-way width, roadway width and medians.

With regard to this Appendix B, attached to each variance is supporting information including maps, diagrams, etc., which illustrate various methods of applying and using the respective variances and approved Alternate Designs in the design of future project development plans and final plans. Nothing herein requires that any future project development plans or final plans be designed in accordance with such supporting information nor does it prevent the use of designs not included in such information. Rather, the purpose of this supporting information is to provide background and context information to facilitate interpretation and application of the approve variances. Vested property rights are not requested for the supporting information.
June 27, 2019

Peter Buckley, PE
Martin/Martin, Inc.
12499 West Colfax Avenue
Lakewood, CO 80215

Re: Montava - Variance for Y intersections

Dear Peter:

This letter is in response to the variance request letter dated January 22, 2019 pertaining to three leg “Y” street intersections. This variance request to Chapter 8, 8.2.3 Angle of Intersection in the Larimer County Urban Area Street Standards is granted. This approval is based on coordinated review with City Traffic Operations and with the understanding indicated in the variance request that as time of specific development plans with accompanying roadway and landscape designs, the City will review design requirements for ensuring safe and functional intersections.

This request does not set precedence or change the application of our design standards in other situations. If you have any questions, please contact me at 221-6567.

Sincerely,

[Signature]

Marc P. Virata, P.E.

cc: Martina Wilkinson, P.E., Traffic Operations file
January 22, 2019

Marc Virata
Engineering Department Manager
281 North College Avenue
Fort Collins, Colorado 80524

RE: Montava PUD – Larimer County Urban Area Street Standards (LCUASS) Variance Request

Dear Mr. Virata,

Variance Request - Three Leg “Y” Street Intersections

Issue Identification:
Per LCUASS Chapter 8 – Intersections, section 8.2.3 Angle of Intersection, the standard states:
New crossing roadways should intersect at 90 degrees whenever possible. In no case shall they intersect at
less than 80 degrees or more than 100 degrees.

While a majority of all new intersections are 4 leg intersections where compliance with the Angle of
Intersection requirements makes good sense, the modified street grid within the Montava PUD Master Plan
includes several three leg “Y” street intersections (hereafter called three leg intersections), a design in which
it is impossible for all three legs to comply. At the three leg intersections, at least two of the streets
intersect at greater than 100 degrees.

A variance to the standards outlined in section 8.2.3 is requested to allow for 3 leg intersections with street
intersection angles of greater than 100 degrees.

Proposed Alternate Design:
The proposed three leg intersections will provide an approximate angle between intersecting streets of 120
degrees. The attached exhibit also shows two enlarged three leg intersection details of the typical condition
for a local street intersecting with another local street and a collector street intersecting with a local street.

Comparison to Standards:
The proposed three leg intersections will provide an approximate angle between intersecting streets of 120
degrees which is greater than the 100 degrees the standard allows. There is no foreseen adverse impact to
capital and maintenance costs relating to this variance request.
Justification:
Montava’s design implements key aspects of the subarea plan and the City’s mixed-use goals. In order to accomplish these, the development will take the form of seamless neighborhoods and centers, supported by calm, walkable streets unfrosted by active and human-centric buildings. This requires a greater diversity of streets and a reduction of barriers and buffers between uses and neighborhoods. Compatibility between uses and intensity of development is handled by gradually increasing and decreasing development intensity by controlling the form and scale of buildings as well as the diversity of activities that take place within them. Street design is intended to stitch these uses together, not separate them. The variances sought provide a wider range of local street conditions and coordinate the design of collectors and arterials with adjacent site and buildings. These are necessary to achieve a connected and integrated series of neighborhoods that support commercial centers, encouraging residents to walk and bike as a primary means of transportation.

Generally, the dimensional changes proposed provide more sidewalk and parkway space than standard sections. A few, limited cases, augment or reduce bicycle accommodations in order to promote a roadway character that reduces vehicle speeds and provides a pleasant pedestrian environment. These do not reduce overall bicycle connectivity in any way, however, as the full network of streets and trails provide numerous and frequent bicycle accommodations in every direction, on street and in trails. Additional local street types are added to support key open space, stormwater, and trail features throughout the project.

Additionally, new residential locals are provided to account for staff’s concerns with a number of recent developments in the City where the current residential local yield street standard has been built along with alley-loaded housing. In these case’s there are insufficient breaks in parked cars which causes the yield configuration to fail. The proposed residential locals provide the narrowness of roadway desired to control speeds and character while ensuring vehicular movement is unencumbered.

Generally, the requested variances are reasonable and related directly to the desired development character communicated in the subarea plan and supported by common mixed-use development practices across the country.

An exhibit showing the general locations of the proposed three leg Intersections in the Montava PUD Master Plan is attached to this letter in support of this variance request. The three leg intersections with 120 degree intersection angle will allow for better sight angles for vehicles navigating the intersection.

It is acknowledged by the design team and the developer that many design elements contribute to a safe and functional intersection not only the angle of intersecting roadways. Some of these design elements include: lane alignments, vertical profiles, turn lane configurations, design vehicles, curb return radii, curb return grades, traffic islands, striping, signage, pedestrian crossings, bike lanes and crossings, on-street parking, landscape and hardscape designs and intersection control.

We request, therefore, -approval of this variance from the requirements of LCUASS section 8.2.3, Angle of Intersections, to allow three leg intersections with intersecting legs of greater than 120 degrees, conditioned
upon roadway plans for such three leg intersections to be submitted with the final development plan (FDP) which will address all other design requirements for a safe and functional intersection.

The proposed three leg intersections will be designed to function safely and efficiently. This variance is not foreseen to be detrimental to the public health, safety, and welfare since the sight distances at such intersections will be better than those provided at intersections that comply with the standard. Finally, the design life of the improvements will not be reduced as a result of the angle of intersection variance.

Sincerely,

Peter Buckley, PE  
CO PE #40671

Attachments:  
Montava PUD Three Leg Intersections  
Montava PUD Three Leg Intersections - General Locations

Montava PUD Three Leg Intersections
June 27, 2019

Peter Buckley, PE
Martin/Martin, Inc.
12499 West Colfax Avenue
Lakewood, CO 80215

Re: Montava - Variances for street cross-sections and fence setbacks

Dear Peter:

This letter is in response to the variance request letter dated January 22, 2019 and revised February 15, 2019 pertaining to variances for both street cross-sections and fencing setbacks from street right-of-way.

The first variance request for deviations to the street cross-sections outlined in Chapter 7 of the Larimer County Urban Area Street Standards is granted. It is understood that the basis of the variance request is to establish right-of-way width and road width. This approval is an outcome of the coordinated review between City agencies and City utility providers, as well as private utility providers as part of the multiple rounds of review of the PUD master plan.

The second variance request for fence setbacks is also granted. In review with our Director, the City recognizes the developer’s goal to provide a specific urban character to the development and the conditions established in the variance request we believe will not compromise safety and maintenance aspects through the granting of the request.

This request does not set precedence or change the application of our design standards in other situations. If you have any questions, please contact me at 221-6567.

Sincerely,

[Signature]
Marc P. Virata, P.E.

cc: Martina Wilkinson, P.E., Traffic Operations file
Revised February 15, 2019
January 22, 2019

Marc Virata  
Engineering Department Manager  
281 North College Avenue  
Fort Collins, Colorado 80524

RE: Montava PUD – Larimer County Urban Area Street Standards (LCUASS) Variance Request

Dear Mr. Virata,

Variance Request: Street Cross-Sections

**Issue Identification:**  
The Montava PUD Master Plan includes deviations from the street cross-sections as outlined in Chapter 7 - Street Design and Technical Criteria. Specifically, section 7.3.1-A makes reference to the City of Fort Collins street sections figures 7-1F through 7-13F. A variance is requested to allow for deviations from the City of Fort Collins street cross-sections to accommodate specific site conditions and the modified block patterns envisioned for the Montava project.

**Proposed Alternate Design:**  
The proposed street cross sections vary from the LCUASS City of Fort Collins street cross sections by a change in one or more of the following street components: minimum right-of-way (ROW) width, roadway width, parkway width, medians or fence setbacks.

The specific alternate designs are as follows:

1. **Commercial Local with Bike Lanes— Request for modified street section (Street 5A):**  
   a. Refer to Attachment 1 for reference.  
   b. **Comparison to Standards and Justification:**  
      i. Increase roadway width by 2’ from 50’ to 52’ to allow for wider parking lanes. Parking lanes increase in width by 1’ from 7’ to 8’.
2. **Commercial Local without Bike Lanes— Request for modified street section (Street 5B):**  
   a. Refer to Attachment 2 for reference.  
   b. **Comparison to Standards and Justification:**  
      i. Increase roadway width by 2’ from 34’ to 36’ to allow for wider parking lanes and safer parking. Parking lanes increase in width by 1’ from 7’ to 8’.  
      ii. Reduce minimum ROW width by 6’ from 72’ to 66’.
3. **Narrow Residential Local – Request for modified street section (Street 6B):**
   a. Refer to Attachment 3 for reference.
   b. **Comparison to Standards and Justification:**
      i. Reduce roadway width by 2’ from 30’ to 28’ by eliminating parking on one side and parking shall be on one side only;
      ii. Allow a narrow residential local in less urban areas and provide wider parkway and sidewalks.

4. **Connector Local with Attached Green – Request for modified street section (Street 7B)**
   a. Refer to Attachment 4 for reference.
   b. **Comparison to Standards and Justification:**
      i. Increase roadway width by 12’ from 36’ to 48’;
      ii. Remove sidewalk from ROW on one side and provide sidewalk easement on private property.

5. **A. Local Paired One-way, T4 & T3 – Request new street section (Street 8)**
   a. Refer to Attachment 5 for reference.
   b. **Comparison to Standards and Justification:**
      i. Provide ROW width of 50’ for each side of one-way streets;
      ii. Provide roadway width of 20’ for each side of one-way streets,
      iii. Provide private center median.

5. **B. Local Paired One-way, T5 – Request new street section (Street 8)**
   a. Refer to Attachment 5 for reference.
   b. **Comparison to Standards and Justification:**
      i. Provide ROW width of 53’ for each side of one-way streets;
      ii. Provide roadway width of 20’ for each side of one-way streets,
      iii. Provide private center median.

6. **Variance request for fencing setbacks from the street right-of-way**
   a. We request reduction of minimum fencing setbacks along all Commercial Local, Residential Local, Connector Local, and Paired One-Way Local Streets street rights-of-way and as indicated in Chapter 16.2.1 L. and Figure 16-1 of the Larimer County Urban Area Street Standards in Transects T4 and T5 of the Montava PUD Master Plan in the following conditions:
      i. Fences must be set back a minimum of 4 inches from public sidewalk in all instances.
      ii. Fences/walls 3 feet in height and below are not subject to additional setbacks.
      iii. Fences/walls over 3 feet in height must be set back from the inside edge of sidewalks the minimum sidewalk width specified in LCUASS for the street type plus 2 feet. For example, a local street requires a 4.5 foot sidewalk plus 2 feet for fencing setback which equals 6.5 feet from the inside edge of the sidewalk. Lots on local streets with 6 foot wide sidewalks must have fences set back a minimum
of 6 inches from the outside edge of the sidewalk, which equates to 6.5 feet from the inside edge of the sidewalk.

iv. Where the desired appearance is fencing with zero setback from sidewalks, a sidewalk extension may be provided on the private lot. A control joint must be provided to separate the public and private sidewalks.

Example photos:

Exhibits of the City of Fort Collins street section alongside the proposed street cross-section are attached to this letter in support of this variance request.

Justification
Montava’s design implements key aspects of the subarea plan and the City’s mixed-use goals. In order to accomplish these, the development will take the form of seamless neighborhoods and centers, supported by calm, walkable streets unfrosted by active and human-centric buildings. This requires a greater diversity of
streets and a reduction of barriers and buffers between uses and neighborhoods. Compatibility between uses and intensity of development is handled by gradually increasing and decreasing development intensity by controlling the form and scale of buildings as well as the diversity of activities that take place within them. Street design is intended to stitch these uses together, not separate them. The variances sought provide a wider range of local street conditions and coordinate the design of collectors and arterials with adjacent site and buildings. These are necessary to achieve a connected and integrated series of neighborhoods that support commercial centers, encouraging residents to walk and bike as a primary means of transportation.

Generally, the dimensional changes proposed provide more sidewalk and parkway space than standard sections. A few, limited cases, augment or reduce bicycle accommodations in order to promote a roadway character that reduces vehicle speeds and provides a pleasant pedestrian environment. These do not reduce overall bicycle connectivity in any way, however, as the full network of streets and trails provide numerous and frequent bicycle accommodations in every direction, on street and in trails. Additional local street types are added to support key open space, stormwater, and trail features throughout the project.

Additionally, new residential locals are provided to account for staff’s concerns with a number of recent developments in the City where the current residential local yield street standard has been built along with alley-loaded housing. In these case’s there are insufficient breaks in parked cars which causes the yield configuration to fail. The proposed residential locals provide the narrowness of roadway desired to control speeds and character while ensuring vehicular movement is unencumbered.

Generally, the requested variances are reasonable and related directly to the desired development character communicated in the subarea plan and supported by common mixed-use development practices across the country.

There is no foreseen adverse impact to capital and maintenance costs relating to this variance request. This variance is not foreseen to be detrimental to the public health, safety, and welfare nor reduce the design life of the improvement.

Sincerely,

Peter Buckley, PE
CO PE #40671

Attachments:
Attachment 1 - Commercial Local with Bike Lanes
Attachment 2 - Commercial Local without Bike Lanes
Attachment 3 - Residential Local
Attachment 4 - Connector Local
Attachment 5 - Local Paired One-way
**FORT COLLINS ONLY**

**INTERSECTIONS (WHERE NEEDED)**

- **ROADWAY WIDTH:** 50' wide
  - Right of Way Width: 72' (min.), plus 18' (min.) utility easement.
- **TRAVEL LANES:** Two lanes, 10' wide.
- **LEFT TURN LANES:** 12' wide, provided at certain intersections where needed.
- **BIKE LANES:** Two lanes, 7' wide or 5' wide with 3' parking buffer when on-street parking present.
- **PARKING:** Two lanes, 7' wide. None provided at intersections or where a left turn lane is required.
  - **PARKWAY:** 6' (min.) width. Additional width optional.
- **SIDEWALK:** 5' (min.) width. Additional width may be required within and leading to activity areas.

**MILEAGE:** Not required, except where necessary to connect access and/or to provide pedestrian refuge. Additional roadway and right of way width may be required.

**WHERE USED:** These specifications apply to streets used in commercial areas for local access and circulation.
- **DESIGN SPEED:** 30 MPH
- **SPEED LIMIT:** 25 MPH
- **ACCESS:** Access will be limited. Points of access must be approved by the Local Entity.
- **CONTINUITY:** Streets are limited in length to 1520 feet.
- **FENCES:** Setback a minimum of 7' from the roadway edge or the sidewalk.
- **CURB AND GUTTER:** Vertical curb and gutter.

**COMMERCIAL LOCAL STREET**

<table>
<thead>
<tr>
<th>COUNTY</th>
<th>STREET</th>
<th>FIGURE</th>
<th>DATE</th>
<th>FIGURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>LARIMER</td>
<td>URBAN AREA</td>
<td></td>
<td>September, 2016</td>
<td>7-6F</td>
</tr>
</tbody>
</table>

**STREET TYPES**

- **5A | COMMERCIAL LOCAL**
- **5A | COMMERCIAL LOCAL**

**Right-of-Way**

- 82 ft

**Roadway Width**

- 52 ft

**Transect Zones**

- T5

**Parking Lanes**

- 2

**Parking Width**

- 8

**Sidewalk**

- 9 ft

**Travel Lanes**

- 2

**Parkway Type**

- Urban Tree Well

**Parkway Width**

- 8 ft

**Lane Width**

- 10 ft

**Curb & Gutter Type**

- Vertical

**Curb Width**

- 0.5 ft

**Gutter Width**

- 2 ft

**Bike Facility Type**

- Protected Bike Lanes

**Bike Lane Width**

- 5 ft

**Bike Buffer Width**

- 3 ft

**TYPICAL ADJACENT PRIVATE ALLEY EASEMENT**

Where buildings exceed 30 ft, additional alley width is required to access said buildings.

- 10', plus 18' (min.) utility easement.

**attachment:**

- Attachment 1 - Commercial Local with Bike Lanes

- Attachment: Exhibit A  (8758 : SR 014 Montava PUD Master Plan ORD SR CHGS)
**COMMERCIAL LOCAL STREET**

**LARIMER COUNTY URBAN AREA STREET STANDARDS**

**DESIGN FIGURE**

**REVISION NO.**

**DATE: September, 2016**

**FIGURE** 7-6F

**FORT COLLINS ONLY**

**INTERSECTIONS (WHERE NEEDED)**

**STREET TYPES**

**SB COMMERCIAL LOCAL WITHOUT BIKE LANCES**

**RIGHT OF WAY WIDTHS:** 72’ (min.), plus 18’ (min.) utility easement.

**TRAVEL LANES:** Two lanes, 10’ wide.

**LEFT TURN LANES:** 12’ wide, provided at certain intersections where needed.

**BUS LANES:** Two lanes, 7’ wide or 5’ wide with 3’ parking buffer when on-street parking present.

**PARKING:** Two lanes, 7’ wide. None provided at intersections or where a left turn lane is required.

**PARKWAY:** 6’ (min.) width. Additional width optional.

**SUSTAINABLE 5’ (min.) width. Additional width may be required at trim and leading to activity areas.

**MIDNIGHT:** Not required, except where necessary to control access and/or to provide pedestrian refuge. Additional roadway and right of way width may be required.

**WHERE USED:** These specifications shall apply to streets used in commercial areas for local access and circulation.

**DESIGN SPEED:** 30 MPH

**SPEED LIMIT:** 25 MPH

**ACCESS:** Access will be limited. Points of access must be approved by the Local Entity.

**CONTINUITY:** Distance is limited to 1,000 feet.

**FENCES:** Setback a minimum of 7’ from the pathway edge of the sidewalk.

**CURB AND GUTTER:** Vertical curbs and gutters.

**TYPICAL ADJACENT PRIVATE ALLEY EASEMENT**

Where buildings exceed 30 ft, additional alley width is required to accommodate fire access.

Two lanes, 7’ wide or 5’ wide with 3’ parking buffer when on-street parking present.

10’, plus 18’ (min.) utility easement.

**TYPICAL ABAC IN PRIVATE ALLEY EASEMENT**

- [ ] Exhibit A (8758 : SR 014 Montava PUD Master Plan ORD SR CHGS)
**STREET TYPES**

**6B | RESIDENTIAL LOCAL WITH ALLEYS**

**Right-of-Way**
51 ft

**Roadway Width**
27 ft

**Transect Zones**
T4, T3

**Parking Lanes**
1

**Sidewalk**
5 ft

**Parking Width**
7 ft

**Parkway Type**
Continuous

**Travel Lanes**
2

**Parkway Width**
6.5 ft

**Lane Width**
10 ft

**Curb & Gutter Type**
Vertical

**Curb Width**
1 ft

**Gutter Width**
1 ft

**Bike Facility Type**
Shared lane

**Bike Lane Width**
-

**Bike Buffer Width**
-

**TYPICAL ADJACENT PRIVATE ALLEY EASEMENT**
28 ft

WHERE USED: May be used for residential local streets providing access to single family detached dwellings with driveways.

**DESIGN SPEED**: 25 MPH

**SPEED LIMIT**: 25 MPH

**ACCESS**: Access will be unlimited in accordance with these standards.

**CONTINUITY**: The street shall be continuous for no more than 1200 feet.

**FENCES**: Fences shall be setback a minimum of 6’ from the parapet edge of the sidewalk.

**Curb and Gutter**: Vertical curb and gutter, or curviator. However, if driveway is used, the parkways must be widened by 1’ and thereby, the required right of way width will increase by 2’ to provide 53’.

**INTERSECTIONS**

(Where Needed)

**RESIDENTIAL LOCAL STREET**

<table>
<thead>
<tr>
<th>Larimer County Urban Area Street Standards</th>
<th>Design Figure</th>
<th>Revision No: Date: September, 2016</th>
<th>Figure</th>
</tr>
</thead>
</table>

**Attachment 3 - Residential Local**
STREET TYPES

7B | CONNECTOR LOCAL WITH ATTACHED GREEN - T4, T3

**Right-of-Way**
66 ft

**Roadway Width**
48 ft

**Transect Zones**
T4, T3

**Parking Lanes**
2

**Sidewalk**
6 ft

**Parking Width**
8

**Parkway Type**
Varies

**Travel Lanes**
2

**Parkway Width**
6 ft

**Lane Width**
10 ft

**Curb & Gutter Type**
Vertical

**Curb Width**
0.5 ft

**Gutter Width**
1.5 ft

**Bike Facility Type**
Striped lane

**Bike Lane Width**
6 ft

**Bike Buffer Width**
-

**TYPICAL ADJACENT PRIVATE ALLEY EASEMENT**

Where buildings exceed 30 ft, additional alley width is required to accommodate fire access, providing local access, and in areas without driveways.

**CONNECTOR LOCAL STREET**

<table>
<thead>
<tr>
<th>LARIMER COUNTY URBAN AREA STREET STANDARDS</th>
<th>DESIGN FIGURE</th>
<th>REVISION NO: DATE: September, 2016</th>
<th>FIGURE: 7-8F</th>
</tr>
</thead>
</table>

**Attachment:** Exhibit A (8758 : SR 014 Montava PUD Master Plan ORD SR CHGS)
8 | PAIRED ONE-WAY LOCAL, T5

Right-of-Way
45 ft

Roadway Width
20 ft

Transect Zones
T5

Parking Lanes
1

Sidewalk
8 ft

Parking Width
8

Parkway Type
Long tree well

Travel Lanes
1

Parkway Width
10 ft

Lane Width
12 ft

Curb & Gutter Type
Vertical

Curb Width
0.5 ft

Specifications are for each side of the private median.

Gutter Width
1.5 ft

Bike Facility Type
Shared lane

Bike Lane Width
-

Bike Buffer Width
-

TYPICAL ADJACENT PRIVATE ALLEY EASEMENT
Where buildings exceed 30 ft, additional alley width is required to accommodate fire access.

Attachment A  (8758 : SR 014 Montava PUD Master Plan ORD SR CHGS)
### Appendix C
#### to Montava PUD Master Plan Summary

**Description of Uses, Densities, Development Standards and Engineering Variances to be Granted Vested Property Rights**

<table>
<thead>
<tr>
<th>Category</th>
<th>Document</th>
</tr>
</thead>
<tbody>
<tr>
<td>Modified Uses</td>
<td>Montava PUD Uses, Densities and Development Standards – Chapter 2</td>
</tr>
<tr>
<td>Permitted Land Use Code Uses</td>
<td>Land Use Code Division 4.5 – Low Density Mixed-Use Neighborhood District, Division 4.27 – Employment District and Division 4.28 – Industrial District</td>
</tr>
<tr>
<td>Modified Densities</td>
<td>Montava PUD Uses, Densities and Development Standards – Chapter 3</td>
</tr>
<tr>
<td>Permitted Land Use Code Densities</td>
<td>Land Use Code Division 4.5 – Low Density Mixed-Use Neighborhood District, Division 4.27 – Employment District and Division 4.28 – Industrial District</td>
</tr>
<tr>
<td>Modified Development Standards</td>
<td>Montava PUD Uses, Densities and Development Standards – Chapters 4 through 13</td>
</tr>
<tr>
<td>Permitted Land Use Code Development Standards</td>
<td>Montava PUD Master Plan Summary - Appendix A</td>
</tr>
<tr>
<td>Variances from Engineering Design Standards</td>
<td>Montava PUD Master Plan Summary - Appendix B</td>
</tr>
<tr>
<td>and Proposed Alternate Designs</td>
<td></td>
</tr>
</tbody>
</table>
Montava PUD Master Plan

PUD Design Narrative

Fort Collins, Colorado

HF2M | DPZ | BHA | Martin/Martin | Ruth Rollins Consult | Nelson/Nygaard | Liley Law Offices

02-05-2020
Chapter 1 - Overview

Project Title
Montava PUD Master Plan ("Montava")

Project Team
Developer – HF2M, Inc., Max Moss
Master Planning – DPZ CoDesign, Matt Lambert
Landscape Architect – BHA Design, Inc., Angela Milewski
Civil Engineer – Martin/Martin, Peter Buckley
Traffic Consultant – Ruth Rollins Consult, Ruth Rollins
Traffic Engineer – Nelson/Nygaard, Pete Costa
Legal Counsel – Liley Law Offices, LLC, Lucia Liley

Past Meeting Dates
Montava has been planned in a comprehensive way with early engagement of City staff, utility providers, adjacent landowners, and subject experts. The process began in 2017 with a workshop with City departments, utility providers, the Poudre R-1 School District and adjacent significant landowners to establish each groups’ long-term goals for this area of the City. This was followed by an initial neighborhood meeting with nearly 100 attendees, culminating in a week-long design charrette including multiple topic meetings, three public presentations, seven interim plans and a final master plan. Since that time, we have continued to coordinate with agencies and stakeholders to develop more detailed information on relevant issues including:

- Scoping and preparing traffic studies to support a Master Street Plan amendment (including a second neighborhood meeting focused on this topic)
- Locations for future schools for Poudre R-1 School District
- Coordination with stormwater utilities regarding conveyance of off-site drainage and their long-range plans for this area
- Assessment of land suitable for the 40-acre farm
- Coordination with Park Planning and Natural Areas staff on how the plan can best support their long-term goals for the area
- Developing strategies for affordable and attainable housing with city staff and many stakeholders
- Energy efficiency opportunities in concert with the City Utilities and outside groups
PUD Design Narrative

While many informal meetings have been held with staff, agencies, neighborhood groups, and subject matter experts, the list of formal public meeting dates includes:

September 25, 2017 – Pre-Charrette Worksession with City, Utility Providers, PSD, others
October 26, 2017 – Neighborhood Meeting
November 15–20, 2017 – Master Planning Charrette including open meetings and three public open house/presentations
December 13, 2017 – City Council ODP Pre-application Hearing (prior to PUD Ordinance adoption)
June 5, 2018 – Neighborhood Meeting
September 25, 2018 - City Council PUD Pre-application Hearing
October 11, 2018 – Neighborhood Meeting
December 19, 2018 – Neighborhood Meeting
September 17, 2019 – Neighborhood Meeting

General Project Description

Montava is the result of an unprecedented collaborative effort over the past 18 months. The Applicant has been working with the Anheuser-Busch Foundation (“A-B”) to redevelop a collection of land parcels west of the current brewery and an approximately 108-acre parcel further west that is owned by the Poudre R-1 School District (“PSD”). The total land area of the PUD Master Plan is 999 acres. The design team includes national and international experts in Traditional Neighborhood Design, agri-urban developments, transportation planning and affordable housing design and construction. These experts have teamed with local design and engineering consultants, market experts, and technology leaders to create a comprehensive planning approach.
Montava PUD Annotated Illustrative Master Plan
Existing Zoning

The land to be included in Montava totals approximately 999 acres, and is currently zoned (I) Industrial, (E) Employment, and (L-M-N) Low Density Mixed-Use Neighborhood. Applicant is taking this opportunity to plan a true New-Urbanist community with an integrated mix of uses including housing, employment, schools, parks, natural areas and agriculture. It is estimated that there will be approximately 4,200 dwelling units, approximately 450,000 to 750,000 square feet of nonresidential uses including commercial, industrial and employment uses with sufficient parking to support all such nonresidential uses, with buildings ranging in height from one to five stories. Please see the boundaries of the existing zone districts and the general layout of Montava on the Existing Zoning Plan below, and an explanation of the proposed uses in Chapter 2 of the PUD Master Plan Uses, Densities, and Development Standards.

Montava PUD Master Plan – Existing Zoning Plan
PUD Design Narrative

Existing Owners

The majority of property is currently owned by A-B. A portion of the PUD Master Plan area is also currently owned by PSD:

Owner: Anheuser-Busch Foundation (depicted in yellow below)

Owner: Poudre R-1 School District (depicted in red below)

Proposed Owners

Applicant has an option to purchase from A-B. Poudre R-1 School District intends to continue to own a portion of the planned Montava area based on designated school sites, subject to closing of the purchase of such sites.
Chapter 2 – Montava PUD Master Plan Description and Intent

2.1 Overall Project

Montava is a significant traditional neighborhood development infused with agrarian elements, expressing the site’s past and surrounding context. Montava is comprised of a series of connected neighborhoods, each unique in layout, character, intensity, and surroundings. All neighborhoods are compact and walkable, with some of a higher intensity and others lower in intensity. The site’s topography and open spaces permeate Montava, pulling natural areas and recreational spaces into the heart of the community.

Focal Points

There are two primary focal points in the design of Montava: the Town Center and the Farm. Both are connected by a central axis, oriented with Long’s Peak and organizing the design. To the southwest, the Town Center anchors Montava at Mountain Vista Drive and Timberline Road, supporting a future Community Park to be developed by the City and future nearby development. To the northeast, the Farm and more agrarian-centric development blends into a natural area and stormwater corridor.
Design

Montava’s design is derived by intersecting the site’s natural stormwater and topographic features with an overall orientation of streets towards Long’s Peak. Most streets are oriented to capture the view, which is most striking from the hill north on Giddings Road at the farm as well as at the Town Center from the main plaza. Four major stormwater corridors criss-cross the site, defining the edges of neighborhoods and a focal point at the Town Center square along Country Club Road. Each corridor is connected to a series of additional green corridors, providing walking and biking trails throughout the community, connecting to existing regional trails, and providing access to the City’s future Community Park. The easternmost corridor is substantial in size, driven by off-site stormwater along the Cooper Slough. Working with Natural Areas staff, this corridor is designed as an amenity and pulled into the community’s identity through greenways.

Transitions

Development transitions along a transect of intensity from high to low across the site. Towards the Town Center and Mountain Vista Drive, development is generally of a higher intensity, including more mixed-use and multi-family. Outwards from the Town Center, development steps down in intensity towards existing neighborhoods, parks, the farm and natural areas. A small node of higher intensity is located at the top of the hill on Giddings Road, adjacent to the Farm. This node supports the northern neighborhood areas for convenience, while the Town Center supports a much wider area.

Transects

Montava is divided into five (5) transects which vary by the ratio and level of intensity of their natural, built and social components. Building design and placement varies along the transect. Towards the Town Center, buildings are taller, closer together, and closer to the street. Away from the Town Center, buildings become lower in scale, further from the street and from each other. Rather than an abrupt change, the intensity feathers in stages from the most intense, Transect T5, to medium intensity in Transect T4, to lower intensity in Transects T3.2 and T3.1, and to the Farm, Transect T2. Each of these transects is composed of a mix of different building types and character. In the least intense transects, buildings are detached, single family, but vary in their sizes. The moderately intense areas, Transect T4, include a wide range of buildings including small single family houses, townhouses, duplexes, and small multi-family buildings. Finally Transect T5 is composed primarily of mixed-use buildings, employment, and multi-family housing. Near A-B and I-25, a portion of land is set aside for industrial and employment uses.

School Sites

Montava is fortunate to incorporate three potential school sites, along with interest from a Montessori school. The potential elementary school site is embedded within the neighborhoods, set away from major roadways yet easily accessible, and connected to local and regional trails. The future middle school and high school sites are located together at Mountain Vista Drive and Giddings Road, where they will benefit from easy car and bus access while also connecting to the trail network. Development of the future schools is subject to acquisition of the sites by the Poudre R-1 School District.
Open Space, Parks, and Natural Areas / Nature in the City

Open space in Montava is diverse and distributed, yet connected in a network. The land for the Community Park, when purchased and developed by the City, will be an asset to the whole neighborhood and those surrounding Montava. Within the development, the Community Park will anchor the western end and will be easily accessible by trails and pedestrian-oriented streets. Along the eastern end is a large natural area and stormwater feature, lined with trails and connected to Montava’s greenways.

The site is crossed by five internal greenways and ringed by a green trail system. Three greenways manage stormwater and provide trails and linear landscaping. The additional two greenways connect the natural areas and trail system into the center of Montava. The Town Center includes a square and plaza focused on active programming, along with smaller pocket parks and pedestrian ways. Neighborhoods include squares, greens, compact greens, community gardens, and pocket parks, located close to homes. The system provides a variety of spaces suited for different activities and lifestyles.

In coordination with City staff, we have outlined how Montava can help to incorporate and achieve the City’s Nature in the City (NIC) goals:

NIC Vision: A connected open space network accessible to the entire community that provides a variety of experiences and functional habitat for people, plants and wildlife.

✓ The Montava Master Plan is surrounded on three sides by planned recreational, water conveyance and conservation open space.
✓ The planned Montava open space creates connection to nature for those residing in the development while also provides wildlife movement corridors through the site, especially from north to south.

NIC Goals:

1) Easy Access to Nature: Ensure every resident is within a 10-minute walk to nature from their home or workplace.
2) High Quality Natural Spaces: Conserve, create and enhance natural spaces to provide diverse social and ecological opportunities.
3) Land Stewardship: Shift the landscape aesthetic to more diverse forms that support healthy environments for people and wildlife.

✓ The planned open space surrounding the Montava development, pocket parks interspersed throughout the development and Nature in the City specific elements provide, on average, easy access to nature within a 10-minute walk.
✓ The addition of less traditional native landscape elements throughout the Montava project, ecological restoration enhancements planned for the No. 8 ditch and incorporation of a working organic farm will provide diverse social and ecological opportunities for residents and visitors.
✓ At least 2 NIC specific design elements will be incorporated into each Project Development Plan (PDP) submittal for Montava, like pocket nature parks, community gardens and nature play areas,
PUD Design Narrative

supporting diverse landscape aesthetic and healthy environments for people and small wildlife like birds and butterflies.

NIC Policies:
The layout and design proposed in the Montava Master Plan (PUD) supports Fort Collins Nature in the City vision and goals in addition to these specific policies:

NIC Connectivity Policies
C1 – Increase connectivity for plant and wildlife species
C2 – Increase connectivity for residents

NIC Land Use and Development Policies
LU6 – Support and protect the multiple values of the City’s ditch system
LU10 – Promote and preserve urban agriculture that supports a triple-bottom-line approach

Circulation System

Montava’s circulation system is designed as an interconnected grid of pedestrian-oriented streets, supported by surrounding arterials. The grid is designed to easily connect vehicles to arterials and collectors, allowing local streets to remain low volume and pedestrian-oriented. Where development is more intense, wider sidewalks are provided to match increased pedestrian volumes. The bicycle network provides access throughout the community with dedicated lanes along arterials, collectors, and key local streets, an independent network of off-street trails, and a highly connected network of low volume local streets.

The circulation system will comply with LCUASS subject to variances from such standards approved in connection with the Montava PUD Master Plan.

Current Land Use Code vs. PUD Master Plan

Montava’s design relies upon coordination between development standards and the PUD Master Plan to achieve community goals. Generally, the standards and design of Montava are aligned with the vision and goals of the Land Use Code (LUC). Many similar topics are addressed in Montava’s development standards and the LUC, intending to produce walkable, mixed-use places with buildings and open spaces that work together harmoniously and in support of a shared public and social fabric. However, the LUC deals with new development, existing development that is not expressive of LUC goals, and the incremental process that encourages existing development to align more closely with contemporary goals. It is a hybrid code, including progressive form-based code elements with conventional elements addressing legacy development patterns. Montava’s development standards create a pure form-based code. They more effectively direct form-centric development by their ability to be targeted rather than anticipating a wide variety of potential applications. Montava’s plan and development standards together craft design of the project which, in turn, creates a large, diverse, walkable, mixed-use community and an interconnected series of neighborhoods, centers, and open spaces.
2.2 Compliance with PUD Overlay Regulations

A. LUC 4.29(A) The Montava PUD Master Plan is consistent with the purposes of the PUD Overlay Regulations:

(1) Subsequent Project Development Plans and Final Plans within Montava will be governed by the Montava PUD Master Plan.

(2) The Montava PUD Master Plan substitutes for and operates as the overall development plan for all real property within the approved PUD overlay.

(3) Approval of the Montava PUD Master Plan will position a large undeveloped and underserved area of approximately 900 acres in Northeast Fort Collins for phased development.

(4) The Montava PUD Master Plan embodies innovative community planning and site design to integrate natural systems, energy efficiency, aesthetics, higher design, engineering and construction standards and other community goals by enabling greater flexibility than permitted under the strict application of the Land Use Code, all in furtherance of adopted and applicable City plans and policies. See the Section 2.1, Sections 2.2.B(2) and (3) and Chapter 10 of this Design Narrative for detailed explanations.

(5) The Montava PUD Master Plan allows greater flexibility in the mix and distribution of land uses, densities, and applicable development and zone district standards than would be achievable under the Land Use Code. See the Section 2.1 and Sections 2.2.B(2) and (3) of this Design Narrative for detailed explanations.

B. LUC 4.29(B) The Montava PUD Master Plan advances the objectives of the PUD Overlay Regulations:

(1) A conceptual level of collaborative design and planning efforts among City staff, agencies, neighborhood groups, consultants and subject matter experts led to the Montava PUD Master Plan.

(2) and (3) Development of the Montava PUD Master Plan in a thoughtfully planned and long-term approach that ensures a high quality of urban design and provides significant public benefits not available or possible through traditional development procedures through one or more of the following:

(a) Diversification in the Use of Land

Most of the property has been owned by A-B since their brewery was constructed near I-25 and Mountain Vista Road. While the current Industrial and Employment zoning reflects this ownership and the potential for large expansions of the brewery and similar industries, A-B has no intention to use this land for large industrial expansions. By comprehensively master planning the A-B properties along with adjacent PSD properties through the PUD process, the development team is able to modify uses, densities and development standards to create a master planned community to best meet the goals of City Plan and the Mountain Vista Subarea Plan.
Montava supports a diversification of both public and private uses in a complete planned community. The plan envisions:

- Parks, schools, trails and natural areas
- A fire station, recreation center and library
- Mixed use, commercial, and residential uses
- Industrial and employment uses, and
- A 40-acre Farm, farmer’s market, and urban agriculture

(b) Innovation in Development

New Urbanism is an urban design movement which promotes environmentally friendly habits by creating walkable neighborhoods containing a wide range of housing and job types. Montava has been designed by the industry leader, DPZ, and New Urbanism resonates throughout. It will be further refined by our Town Urbanist, Lew Oliver. Lew’s experience in architecture and design of New Urbanist communities is unparalleled.

Development of Montava will implement New Urbanism by one or more of the following:

- Developing the master plan area as a series of neighborhoods with centers as applicable, in a walkable context;
- Integrating a wide variety of housing types and intensities within neighborhoods;
- Creating walkable streets and trails that can connect to meaningful destinations;
- Distributing traffic through a network of connected streets;
- Providing affordable housing opportunities. Creating a mixed-use Town Center integrated with surrounding neighborhood fabric;

(c) Agri-Urban Development

This is a concept promoted in the Mountain Vista Subarea Plan. There will be an approximately 40-acre Farm in Montava. The land will either be donated or sold at a substantially discounted amount to a Cooperative which entity will in turn enter into a long-term lease with the farmers. A wide variety of high-quality, locally-grown produce from the farm will be available to the entire Fort Collins community. While there may be other uses on the farm in the long term, the primary business model is organic produce.

(d) Zero Energy Ready Homes

Residential development in Montava will be built to the Department of Energy’s Zero Energy Ready Home “ZERH” standard.

(e) Non-potable Water System

There is only one quarter section of land within Montava that does not have adequate coffin wells to provide irrigation water for that quarter section. In all other areas, the Developer commits to the development of a non-potable water system which will incorporate the historical usage of these wells for the irrigation needs of Montava.

(f) Affordable/Workforce Housing
At least ten percent (10%) of the total housing units approved in the Montava PUD Master Plan will be affordable or workforce housing, whether owner-occupied or leased, ranging from sixty percent (60%) to one hundred twenty percent (120%) of the area median income (AMI) for the Fort Collins/Loveland Metropolitan Statistical Area for a family of four which will be provided through a combination of mechanisms by the Applicant and the City.

(g) Housing Variety

Housing variety is a critical element of building a Traditional Neighborhood Design community. DPZ specializes in designing communities with a tremendous, and beautiful, integration of diverse and wide-ranging housing options. When done intentionally, and with the best expertise available, this housing variety creates an incredible living environment that is unlike most of what has been built in the past 40+ years in our country.

(h) Employment

Employment opportunities exist where highly educated and innovative people live, and where community services and amenities are offered to those employees. The Applicant is working to create a place where employers will want to open businesses, and their innovative employees will want to live. The Developer has made room in the appropriate areas of Montava for employment uses.

(i) Innovation

Innovation is taking many forms in Montava. The Applicant is working with Colorado State University in multiple areas including agriculture, waste water, energy and affordable housing. The Applicant is working with global leader, Siemens, in partnership with Fort Collins Utility Services to create an innovative integration of technology around both energy and daily life. The Applicant intends to make Fort Collins Broadband a foundational technology for every home owner from the beginning of the project.

(j) More Efficient Use of Land and Energy

Through large scale comprehensive master planning, land uses, densities, transportation systems, regional and on-site storm water detention/conveyance, and open space areas can be established to allow a more efficient use of land and energy.

The approximately 999-acre Montava project is comprehensively master-planned, with an emphasis on multi-modal transportation. Montava will include coordinated, interconnecting trail, street, sidewalk, transit as practical, and storm drainage systems which will both (i) help to correct existing infrastructure deficiencies within the boundaries of the Mountain Vista Subarea Plan; and (ii) provide opportunities to connect infrastructure in such area to existing City infrastructure.

In addition to the Zero Energy Ready Homes commitment described above, the Developer is also:

- Working with Fort Collins Utility Services to create a community that is founded on renewable energy use, energy conservation, with community wide impact. An example could include every home having a battery which is charged at night by the
City’s wind turbine power generation and used during the day by Utility Services for solar smoothing.

- Exploring a community-wide “in home” conservation approach to purchase water for the development with a master meter, thus eliminating the need for excessive water dedications which are needed to account for individual variations in use, and achieving a substantial savings in overall water use.

(k) Public Amenities Commensurate with the Scope of the Montava Development

Montava establishes significant public amenities envisioned for this area in a comprehensive community vision. The master plan includes a 40-acre working Farm, a Community Park, schools, natural areas, trails, and civic spaces to create a complete neighborhood in the Mountain Vista area.

**Community Park:** Integration is at the heart of what Montava represents. The Applicant is working with the City’s Park Planning staff to utilize approximately 80 acres within Montava for a future Community Park to be purchased and developed by the City (with available adjacent land should the City desire additional acreage) as an activity and enjoyment hub northeast Fort Collins. The intent is to plan the Montava community in concert with the Community Park; with the Town Center, bike paths, road circulation and neighborhoods to connect with and embrace the Community Park as an integral part of the neighborhood design – different than many of our Community Parks have been developed in the past. The intention is for the City to acquire and activate the Community Park in the early stages of the development of Montava, not in the distant future as the current Parks and Recreation Policy Plan indicates.

Montava is being master planned in concert with the differing land uses now envisioned for the area, with the extended trail systems and with large areas of natural spaces throughout the community; we believe the City’s Community Park will become an integral part of Montava and the entire northeast Fort Collins area.

**Natural Areas:** The Applicant is working to provide natural areas in several ways, including the naturalization of over 160 acres of storm water land to become a beautiful natural amenity for the entire area, while protecting all of east Fort Collins from floods. The Applicant will also be incorporating Nature in the City in appropriate locations throughout Montava.

**Regional Trail:** We have been working with Parks Planning staff to accommodate the alignment of a portion of the future Northeast Paved Recreational Trail though Montava along the alignment of the No. 8 Outlet Ditch, as indicated in the 2013 Paved Recreational Trail Master Plan.

**Community Services:** The Town Center is intended to include uses like community retail and commercial opportunities. The Applicant intends to partner with the City to develop a Community Recreation Center and, with the Poudre River Public Library District, to develop a library for the next generation.

**Fire Station:** The Applicant is working with Poudre Fire Authority to allow and support a location for a planned fire station within Montava.

(l) and (m) Furtherance of the City’s Adopted Plans and Policies
PUD Design Narrative

The comprehensive planning of Montava and each of the elements above are based on the principles and policies and the fundamental vision of City Plan, Mountain Vista Subarea Plan, among others. Please see the list of comprehensive plan policies advanced by Montava in Chapter 10.

(4) Working with the City on an amendment to the City’s Master Street Plan and the Mountain Vista Subarea Plan has provided opportunities for cooperative planning and development among real property owners within the Mountain Vista Subarea Plan.

(5) The Montava PUD Master Plan protects land uses and neighborhoods adjacent to the PUD from negative impacts by locating development of higher intensity in the centrally located Town Center and stepping down the intensity of development near the existing land uses and neighborhoods adjacent to the perimeter of the PUD. In addition, the proposed layout of the PUD incorporates parks, natural areas and open space to provide a buffer between the PUD and adjacent uses.

C. LUC 4.29(D)(2) The Montava PUD Master Plan satisfies the PUD criteria for approval of a PUD Master Plan:

(1) The Montava PUD Master Plan achieves the purposes and objectives of Sections 4.29(A) and (B). See the discussion of the PUD Master Plan purposes and objectives above in Subsections 2.2.A and 2.2.B of this Chapter 2.

(2) The Montava PUD Master Plan provides high quality urban design within the subject properties. See the discussion of high-quality design above in Subsection 2.1 of this Chapter 2 and in the PUD Master Plan Uses, Densities, and Development Standards.

(3) The Montava PUD Master Plan will result in development generally in compliance with the principles of the City’s Comprehensive Plan and adopted plans and policies. See the list of policies furthered by the Montava PUD Master Plan in Chapter 10.

(4) The Montava PUD Master Plan will result in compatible design and use as well as public infrastructure and services. See Subsections 2.2.B(j) and (k) of this Chapter 2 above and the discussion of compatibility in Chapter 6.

(5) The Montava PUD Master Plan is consistent with applicable Land Use Code General Development Standards (Article 3) except to the extent such development standards have been modified pursuant to the PUD Master Plan Standards.

2.3 Vested Property Rights

The Developer is seeking vested property rights in connection with the Montava PUD Master Plan in accordance with LUC 4.29.K and, therefore, has submitted a request for vested property rights to the City Council concurrently with this PUD Master Plan.
Chapter 3 – Architectural Design Intent

Building design within Montava is based on a number of standards in Chapters 4 through 13 of the PUD Master Plan Uses, Densities, and Development Standards and select standards of the LUC. Current LUC standards concerning character are primarily aimed at minimizing the impact of suburban development patterns and buildings by ensuring variety within a single structure, particularly in commercial and multi-family areas. Development within Montava differs from the LUC; while it is oriented towards LUC goals at its core, it is based upon character, not style, as a community-wide element of design.

Due to the scale of Montava, specific stylistic details and materials may change by neighborhood. At the overall PUD level, architectural character standards address broad but common details to be further supplemented. The architectural character chapter deals with basic material prohibitions, the combination of materials, the shape of openings, orientation of building shape for solar access, the location of mechanical systems and refuse storage, and outbuilding design. This set of foundational standards are extended in Chapter 5 of the PUD Master Plan Standards by frontage standards, housing variety, minimum glazing, fence and wall standards, shopfronts, and site design requirements that ensure building orientation is generally towards street, not parking areas. Together these ensure an overall harmony among buildings within Montava yet allow for more specific architectural detail to be determined by phase.
Chapter 4 - Transportation Improvements

Montava provides a mixed-use neighborhood design with a balanced multimodal network focused on building community connections through sustainable transportation investments. Montava supports a traditional grid pattern for shorter, convenient distances for walking and biking, connections to destinations, and better distribution of multimodal traffic, and greater access to transit access and routing. The proposed street design would allow for adequate pedestrian/bicycle zones, and capacity for general traffic, transit and parking/loading. In addition the entire area would comprise a mix of protected bike lanes, shared travel lanes, multi-use pathways within open spaces areas, and enhanced intersections for safer bicycle and pedestrian crossings and promote slow-turning vehicles.

The Montava Master Transportation Impact Study (TIS) provided a comprehensive evaluation of Montava and examined the extent to which the project would affect the surrounding circulation network. Per the City’s significance criteria in identifying any potential adverse effects to existing or future transportation facilities associated with Montava, the TIS documented a number of proposed on- and off-site traffic intersection improvements to reduce any potential impacts to such facilities. These are presented in the summary table below. The Proposed Street Network for Montava and the surrounding area is depicted on the following page. Location of arterial and collector streets are consistent with the anticipated amended Master Street Plan.

<table>
<thead>
<tr>
<th>Intersection</th>
<th>Mitigation Measure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mountain Vista Drive / Turnberry Road</td>
<td>• Install traffic signal</td>
</tr>
<tr>
<td>Mountain Vista Drive / Timberline Road</td>
<td>• Install traffic signal&lt;br&gt;• Add left-turn pockets and protected phases at northbound, eastbound, and westbound approaches</td>
</tr>
<tr>
<td>Mountain Vista Drive / Giddings Road</td>
<td>• Install traffic signal&lt;br&gt;• Add left-turn pockets to all intersection approaches&lt;br&gt;• Add right-turn pockets at westbound and southbound approaches</td>
</tr>
<tr>
<td>Mountain Vista Drive / Busch Drive</td>
<td>Install traffic signal</td>
</tr>
<tr>
<td>Mountain Vista Drive / I-25 Southbound Ramp</td>
<td>Install traffic signal</td>
</tr>
<tr>
<td>Mountain Vista Drive / I-25 Northbound Ramp</td>
<td>• Install traffic signal&lt;br&gt;• Add left-turn pocket at northbound approach&lt;br&gt;• Add protected, left-turn phases at northbound and eastbound approaches</td>
</tr>
<tr>
<td>Timberline Road / Vine Drive</td>
<td>Widen northbound approach to include exclusive left-turn lane (protected phase), one through lane, and one shared through-right turn lane and optimize signal</td>
</tr>
<tr>
<td>Conifer Street / Turnberry Road (planned)</td>
<td>Install traffic signal</td>
</tr>
<tr>
<td>Tumberry Road / Suniga Drive (planned)</td>
<td>Install traffic signal</td>
</tr>
<tr>
<td>Timberline Road / Suniga Drive (planned)</td>
<td>Install traffic signal</td>
</tr>
<tr>
<td>Giddings Road / Conifer Street (planned)</td>
<td>Install traffic signal</td>
</tr>
</tbody>
</table>
Proposed Street Network – Montava and Surrounding Area
Chapter 5 – Natural Features Protection

An Ecological Characterization Study (ECS) has been prepared for Montava to assess and identify any natural habitats or features that have significant ecological value. Montava generally consists of croplands, so it has limited natural vegetation or habitat areas. Several small wetland areas associated with crop irrigation areas exist within Montava. The most significant features include the No. 8 Canal, a steep-banked irrigation conveyance channel along the west side, and an existing tree with an active Red-Tail Hawk nest identified.

In addition to the ECS, a jurisdictional determination has been received from the US Army Corps of Engineers identifying the two wetland areas that are determined to be jurisdictional. These include the wetlands associated with the banks of the No. 8 Canal, and a short irrigation ditch that connects directly into the No. 8 Canal.

In general, the majority of the site will be changed and regraded to accommodate development of the planned uses. The nesting tree will be protected in place and be incorporated into the large natural area/open space feature along the east side of Montava. The area planned for the Farm will remain intact and be improved for future cultivation. The No. 8 Canal will remain in place and continue to serve its purpose for delivery of water. However, it is planned to be improved and realigned with less-steep banks, improved ditch access, nearby trails and a buffer of native vegetation to become a safer and more valuable natural feature for Montava and the nearby communities. Plans for a portion of the Northeast Paved Regional Trail as shown in the 2013 Paved Recreational Trail Master Plan is anticipated and illustrated along the alignment of the No. 8 Canal.

Proposed Improvements to the No. 8 Canal
PUD Design Narrative

An Existing Conditions and Natural Features Plan has been prepared for the PUD Master Plan indicating the planned Limits of Development and buffer zones from the features indicated in the ECS. It also includes notes of compliance with LUC Section 3.4.1 and a table of both jurisdictional and non-jurisdictional features with the understanding that any areas disturbed by construction will be mitigated in accordance with the US Army Corps of Engineers permit process and the LUC at the time of PDP for each phase.
Chapter 6 – Neighborhood Compatibility

Montava has been evolving and since the fall of 2017 with significant public outreach and stakeholder engagement. As enumerated above, this measured approach to establishing the goals of the community, stakeholders and adjacent neighborhoods has allowed a thoughtful design that not only furthers the community and area goals but is supportive and compatible with the adjacent neighborhoods. Some of these characteristics are restated here:

Development and Density Transitions

Development transitions along a transect of intensity from high to low across the site. Towards the Town Center (near the intersection of Timberline Road and Mountain Vista Drive), and along the Mountain Vista Drive corridor, development is generally of a higher intensity, including more mixed-use and multi-family. Outwards from the Town Center, development steps down in intensity towards existing neighborhoods, parks, the Farm and natural areas, to be compatible with existing neighborhoods to the west.

Towards the Town Center, buildings are taller, close together, and closer to the street. Away from the Town Center buildings become lower in scale, further from the street and from each other. Rather than an abrupt change, the intensity feathers in stages from the most intense, Transect T5, to medium intensity in Transect T4, to lower intensity in Transects T3.2 and T3.1, and to the Farm Transect T2. Each of these transects is composed of a mix of different building types and character. In the least intense transects, buildings are detached, single family, but vary in their sizes. The moderately intense areas, Transect T4, include a wide range of buildings including small single-family houses, townhouses, duplexes, and small multi-family buildings. And finally Transect T5, which is composed primarily of mixed-use buildings, employment, and multi-family housing.

Land Use Transitions

The higher intensity uses, including more mixed-use and multi-family occur near the Town Center with lower intensity uses and residential to the west to transition to the Storybook neighborhood. The future Community Park site is located northwest of the Town Center to be centrally located within both Montava and surrounding neighborhoods to the west.

Intensity of use also feathers to the north and east. A potential elementary school site is provided for within the neighborhoods near Maple Hill. A small node of higher intensity is located at the top of the hill on Giddings Road, adjacent to the farm. This node supports the northern neighborhood areas for convenience, while the Town Center supports a much wider area of the Mountain Vista neighborhoods. The regional and on-site stormwater detention and conveyance have been designed primarily along the east border of the property, providing a larger more functional natural area and a buffer of distance and open space from the railroad and the brewery to the east.

The higher intensity uses such as the potential future PSD high school/middle school site are located further east near Mountain Vista Drive and Giddings Road to allow for nearby access to these arterial roads.

Industrial and Employment uses are planned near A-B and the I-25 Interchange at Mountain Vista Drive.
PUD Design Narrative

Chapter 7 – Historic Preservation Summary

A Phase I Environmental Assessment and Ecological Characterization Study has been prepared for Montava. While there are a few existing structures and residences on the site relating to the agricultural operations that are in place, no historic structures exist on the property.

The majority of the site will be changed and regraded to accommodate development of the planned uses, and we do not anticipate reuse of any of the existing structures in the future development plans. Any demolition or alteration of existing structures will be conducted in accordance with the City’s codes.

Planned improvements to the No. 8 Canal may require review by the State Historic Preservation Office. This determination and any required permitting for the planned improvements to the canal will take place at the time of the PDP application for the initial phase that impacts the ditch.
Chapter 8 – Development Phasing Schedule

A conceptual Phasing Plan is included with the PUD Master Plan submittal. The intent is to begin the initial phases of development near the intersection of Timberline Road and Mountain Vista Drive with construction moving generally north along Timberline Road. The Farm area will also be included in early phases of development.

The exact size, timing, order, and commencement and completion dates of all phases of development are dependent upon market conditions. In general, however, the first phase (PDP) is expected to be housing, with associated infrastructure improvements anticipated to commence approximately two years after Master Plan approval. The product absorption is targeted at approximately 150 units per year.

The Farm and its support structures will also be developed in the early phases so that farming operations can begin as soon as possible.

Each phase will require a PDP and Final Plan review with design of appropriate infrastructure suitable for each phase. Infrastructure phasing is currently being discussed and developed with City staff in preparation for the initial phases of development.

Given the current lack of infrastructure in this area, it is expected that a significant amount of the public improvements will need to be installed in the early phases of development. In particular, stormwater and drainage improvements will need to be installed as necessary to ensure there is no downstream impact above the existing condition as new development occurs.
Conceptual Development Phasing Plan
Chapter 9 – Metro District and HOA Establishment and Responsibilities

The guiding principles of the Applicant in developing Montava are:

- Create a unique complete community
- Develop an incomparable sense of place
- Add long term value
- Establish the central character of agri-urbanism and open space
- Build community through design

Vibrant enduring communities depend upon all their stakeholders working together to uphold community standards and achieve the vision and goals for the community. The stakeholders will include the Applicant, associations or districts, the home owners, the builders, and others having a role in the functioning of the community and in helping fulfill that vision.

Montava will likely be overseen and maintained by metropolitan districts, a master HOA, an architectural control committee, and other boards as deemed necessary.

The Montava Metropolitan District Nos. 1-7 (the “Districts”) are quasi-municipal corporations and political subdivisions of the State of Colorado, formed pursuant to Sections 32-1-101, et. seq., C.R.S. (the “Special District Act”). The Districts are organized for the purpose of financing the cost of public improvements and providing services related to such public improvements. The Districts are authorized by the Special District Act to provide many types of public improvements, subject to limitations in the Service Plan approved by the City, including: streets, safety protection, parks and recreation, water, sanitation, transportation, mosquito control, television relay and translation, and fire protection improvements.

The Districts anticipate providing services for all of those things that it has statutory authority for and that are not the responsibility of the City or other entities: examples are landscaping, small parks, and open space, contracting for uniform trash service throughout the Districts, operation and management of potable and non-potable water systems within the Districts’ boundaries and participating in social programs through its park and recreation authority, and the management and enforcement of the Declaration of Covenants, Conditions, and Restrictions (CC&Rs).

While most community management and amenities will be supported by the Districts, some things may require a master HOA because the Districts’ charter will not allow their support. These items include primarily community activation through activities that could include but not be limited to holiday or seasonal events, farmers markets, farm operations integration with the community, 4th of July celebrations, concerts, art shows and theatre performances, food services and many other things. These activities will be the heartbeat of Montava.

Montava is intended to be a very active and diverse community with meaningful programming to create a special community connection. The majority of this programming described in the preceding paragraph will be necessarily managed by a master HOA.
Chapter 10 – Policy and Public Benefit Analysis

City Plan Compliance

Montava addresses and complies with a multiplicity of City Plan objectives. They are identified by category area.

City Plan’s Economic Health objectives (EH 1.1, 1.2, 2.2, 2.3, 3.1, 3.2, 3.3, 3.4):

1. Supporting the enhancement of the community’s economic base and job creation by enabling well over $1,000,000,000 of construction and development, unique place making that attracts employees and employers to the region, the development of commercial town center, and eventual development of approximately 500,000 sf of office and industrial space. Jobs live in houses.

2. Supporting the overall Fort Collins retail tax base by bringing thousands of residents back into the full time daily life of Fort Collins instead of living in someone else’s tax base and spending money there and not in Fort Collins.

3. Supporting the regional innovation ecosystem that fuels business development and job creation by leveraging local assets including human capital, research institutions, industrial base, physical infrastructure and quality of life. This is done by developing the most innovative community in the nation including Zero Energy Ready Homes, innovating in energy and water conservation, partnering with CSU on opportunities from energy to farming, integrating with the Fort Collins Utility on innovative initiatives that impact the entire customer base, and much more.

4. Enabling collaboration with the business community, various business organizations, educational institutions including CSU and PSD, and economic development organizations to encourage and support a healthy economy, provide employment opportunities, increase private investment, and improve the quality of life for all Fort Collins residents. This will be done by the development of the Farm, the public facilities such as the Recreation Center and Library, improving public infrastructure, and more.

5. Developing a community that is a national leader in energy and water conservation, urban agriculture, affordable housing integration and home diversity. Montava will enable both the support of and the creation of unique local businesses. It will also support the brewing industry with an increased customer base and increasing retail space for prospective brewery locations, and provide a foundation for incubating new and existing businesses in a creative and thriving community environment.

City Plan Environmental Health objectives (EH 1.1, 2.1, 4.1, 4.3, 5.4, 5.8, 7.9, 7.10, 9.1, 11.1, 13.1, 15.5, 18.1, 2.3, 4, 19.1, 20.4 and more).

1. Protecting and enhancing natural resources in many ways including: a) the improvement of #8 ditch; b) restoration and or protection of identified wetland areas; and c) the development of over 160 acres of natural areas land in partnership with the City’s Natural Areas program.

2. Maintaining a system of publicly owned open lands by partnering with the Fort Collins Natural Areas to create over 160 acres of natural lands. This land will be incorporated into a plan to provide both educational and enjoyment opportunities for the entire community.

3. Committing to explore opportunities for land conservation in partnership with Stormwater, Parks and Recreation, Transportation and Natural Areas throughout the community. The areas
of primary interest are the #8 ditch improvement on the west along with the City’s Community Park and the storm water and natural areas partnerships on the east.

4. Committing to work with the City to explore and execute opportunities for Stormwater, Parks and Recreation, and Natural Areas to partner on improving water quality and contributing to ecological functioning of urban watersheds. This can be accomplished throughout the community.

5. Committing to support the use of renewable energy throughout the community in the layout and construction of new development. Montava will be the largest Zero Energy Ready Home development in the nation.

6. Committed to participate in research, development and demonstration efforts of all relevant types to remain at the forefront of emerging technologies and innovative solutions regarding the energy performance of new construction. This will be done both by partnerships with the City, but also by partnering with the most progressive and innovative builders in the country like Thrive Homes and Mandalay.

7. Being a leader in the region in incorporating electrical storage into the design of the community for both residential and commercial use.

8. Being a leader in the region in utilizing smart grid technologies to facilitate higher levels of integration of renewable energy, energy storage and demand response systems to support community scale net energy use reduction. This can be done with technology from companies like Siemens, by working through innovative home builders such as Thrive and Mandalay, and partnering with the City of Fort Collins.

9. Promoting alternative and efficient transportation fuels and vehicles that improve air quality. This will be done by various means including the homes being built to enable vehicle charging, as well as innovative systems that allow integration of electric cars into the grid system.

10. Offering, through its master HOA or Districts’ operations and management, education, programs and other assistance to citizens and local businesses interested in reducing their environmental impacts.

11. Providing education and promoting the City’s goals for reducing all types of municipal solid waste at the source to divert discarded material from the landfill. Through its Districts, Montava will provide trash service from one single hauler for the entire community. This will enable one consistent message of education and encouragement for reaching the city’s goals of reduced waste.

12. Recognizing and managing flood plains with the intent to provide balance between economic, environmental, and human considerations. Montava will seek to minimize risk to life and property by design of and impact on the floodplain. Montava will recognize that maintenance, restoration, and enhancement of natural areas and the beneficial functions of flood plains is a concurrent goal with reducing flood damage. Montava will develop structures and facilities necessary consistent with the intent of the standards and criteria of the City of Fort Collins and National Flood Insurance Program.

13. Designing stormwater systems to minimize introduction of human caused pollutants and designing tributary systems for water quality control with appropriate use of buffer areas, grass swales, detention ponds, etc.

14. Partnering with the City and Natural Areas to employ public/private partnerships to optimize the balance between Stormwater management and compact development.

1. Continuing to collaborate with Larimer County and adjacent communities to plan the edges of the Fort Collins GMA.
2. Pursuing options for development that helps contribute to the additional public amenities needed in areas where redevelopment occurs. This is necessary to transform NE Fort Collins into distinct places with identifiable character and more marketable frontage that promotes development.
3. Continuing to encourage design that complements, extends or enhances positive qualities of surrounding development and adjacent buildings in terms of general intensity and use, street pattern and identifiable style. Compatibility does not mean uniformity.
4. Encouraging the addition of new services, conveniences, and/or gathering places in the area that lacks these facilities.
5. Leading the way in encouraging and developing a variety of housing types and densities.
6. Contributing substantially to maintaining an adequate supply of housing.
7. Pursuing strategies to enable Accessory Dwelling Units.
8. Within the scope of its open space, park, and farm limitations, maximizing residential development land positively influencing housing affordability, as outlined above.
9. Being a leader in supporting the development and provision of affordable housing in the community. Montava has made significant commitments for the provision of at least 10% of the overall housing constructed to be in the 60-120% range of AMI.
10. Employing a planning strategy that integrates affordable housing throughout the community. This is a critical component of the overall design and DNA of Montava.
11. Building on the Zero Energy Ready Home Standard and WaterSense throughout the entire community. By using a non potable irrigation system Montava will also conserve on potable water for irrigation use.
12. Being a leader in designing safe, functional, and visually appealing streets. Our street sections, being New Urbanist and design focused in nature, will add to the overall aesthetic of the community as a whole.
13. Utilizing street trees to reinforce, define and connect the spaces and corridors created by buildings and other features along the streets.
14. We intend to implement “dark sky” standards throughout the community as practical, and tailor lighting fixture design and illumination to match the context of the street.
15. Placing civic facilities and grounds in prominent and central locations as highly visible focal points.
16. Incorporating public spaces and activities such as plazas, pocket parks, patios, children’s play areas, sidewalks, pathways and “street furniture” in a wide variety of development types.
17. Establishing gateway design into the community including features such as building architecture, landscaping, signage, lighting incorporating these elements within the immediate entrance to the community.
18. Incorporating unique landscape features into the design and architecture of the development.
19. Promoting functional landscape by implementing practical solutions to ensure landscape design is functional in providing such elements as visual appeal, shade, foundation edge to buildings, buffers, safety, and enhancements to the built environment.
20. Working with CSU horticulture to design the landscaping based on maintainability over the life cycle of the project using proper soil amendment and ground preparation practices, as well as
the appropriate use of hardscape elements, trees, mulches, turf grass and other plant materials. Montava intends to implement and manage a non potable irrigation system.
21. Establishing an interconnected network of neighborhood streets and sidewalks, including automobile, bicycle and pedestrian routes within the community.
22. Designing a walkable community with walkable blocks.
23. Designing a street system created to be traffic calming.
24. To the extent public transit is available, designing it accessible to the community.
25. Developing Montava’s design to encompass all of the items listed in in LIV 22, emphasizing creativity, diversity, and individuality, with a responsive context while developing a comfortable and interesting community. DPZ is the world leader in this type of community design. Housing models will have distinct variety, with creative multi family design, buildings oriented toward the street, garage doors de-emphasized with mostly alley entrances, creating visually appealing street scapes with enhanced street designs, with the community being oriented toward the Long’s Peak Mountain View.
26. Designing to incorporate many parks and park experiences throughout the community. This design not only brings park and open space experiences to the community, but orients the homes to these places bringing visibility and connectivity to them as well. Montava has also been extensively designed to protect, enhance, and connect the community with natural areas and wetland areas.
27. Working with PSD and others to make sure we are wisely integrating school facilities as integral parts of this complete community. We are coordinating the siting of these schools with PSD and fostering a sense of community with neighborhood schools.
28. Encouraging agricultural uses by developing a 40 acre farm to serve the entire community with Native Hill Farms.
29. Incorporating all the concepts listed in LIV 44 including open lands, parks and water corridors to form an interconnected system that provides habitat essential to the conservation of plants, animals, and their associated ecosystems. At the same time this entire system is designed to serve the needs for drainage and water conveyance, and provides opportunities for recreation, education and other activities.

City Plan Safety and Wellness objectives (SW 1.1, 1.2, 1.4, 1.5, 2.3, 2.4, 3.1, 3.4):

1. Working with the Poudre Fire Authority from the beginning to locate the next fire station in the appropriate area. Applicant also intends to work with the police department to serve the needs of providing a safe and effective fire and police connection with our community.
2. Building a sense of community throughout which will lead to community pride and involvement. This type of community also fosters care for your neighbors, which enhances safety for all.
3. Continue to consider public safety in all aspects of design.
4. Designing to support active transportation including a wide ranging and connected bicycle network that is intended to provide connection from all of NE Fort Collins to the downtown area and beyond. Montava is also a community designed for pedestrians, and intended to de-emphasize automobile traffic.
5. Designing to promote active living and physical activity with the development of parks, trail networks, rec center, natural areas, and more.
6. As an agri-urban designed community, promoting and encouraging community gardens and markets. This will be a very overt part of Montava from active farmers market activities to intentional community connection with the Farm. This will also enhance the regional food
PUD Design Narrative

system by enabling the farm to expand from its current size to 40 acres. This will enable much more of our community to be served with locally grown vegetables. Community gardens are also intended to be encouraged and enabled.

City Plan Culture Parks and Recreation objectives (CPR 1.1, 2.1, 2.2, 2.3, 3.1, 4.1, 4.2, 5.2, and more):

1. Arts and Culture are very important to the community atmosphere Montava intends to develop. To the extent feasible Montava intends to participate in the development of historic and cultural facilities in its Town Center to enhance Montava as a cultural destination. This could include performing, historical, and visual arts opportunities.
2. Certainly Montava will incorporate public art throughout the community to create and enhance the unique identities of our agri urban development style with the rest of Fort Collins.
3. The Montava development team is already working with local stakeholders of the arts community to identify ways to promote and increase visibility of the arts in Montava. This could take the form of a space at the farm that encourages and promotes artists, integrating art training and shows into other facility’s in the town center including the library and education facilities.
4. Montava intends to be a vehicle to help build the identity of Fort Collins as a world class cultural center and destination. Montava is a destination community, and this connection is organic.
5. Montava development will participate in exploring funding options both private and public to encourage and nurture a strong arts and culture industry.
6. Montava, in partnership with local stakeholders, can very well become a resource to local artist and culture community organizations. And intends to do so.
7. Montava development will encourage partnerships between educational, cultural and business institutions to improve opportunities for learning and expand the creative industries employment base in Fort Collins. The art culture is critical to community, and will be critical to the Montava community.
8. Montava is designed to develop and maintain a well balanced system of parks, trails, and recreation facilities to provide a variety of recreational opportunities. This can be seen in the master plan.
9. This will be a well integrated and interconnected system both within Montava and from NE Fort Collins to the overall region. This includes trails, ditches, schools, open lands, and neighborhood centers. It is the essence of the entire Montava design.
10. Montava has been working with, and will continue to work with, multiple city departments including Parks Planning, Natural Areas, Transportation, Stormwater, etc. to identify appropriate locations for multi purpose parks and open lands to maximize available resources.
11. Montava supports the vision and guiding principles of the 2008 Parks and Recreation Policy Plan by integrating a site for the future City Community Park directly into the design of the master plan for the community. We have been working with the City’s Park Planning staff to utilize approximately 80 acres within Montava for a future Community Park to be purchased and developed by the City (with available adjacent land should the City desire additional acreage) as an activity and enjoyment hub northeast Fort Collins. The intent is to plan the Montava community in concert with the Community Park; with the Town Center, bike paths, road circulation and neighborhoods to connect with and embrace the Community Park as an integral part of the neighborhood design – different than many of our Community Parks have been developed in the past. The intention is for the City to acquire and activate this park in the early stages of the development of Montava, not in the distant future as the current Parks and
PUD Design Narrative

Recreation Policy Plan indicates. Montava is being master planned in concert with the differing land uses now envisioned for the area, with the extended trail systems and with large areas of natural spaces throughout the community; we believe the City’s Community Park will become an integral part of Montava and the entire northeast Fort Collins area.

12. Montava supports the 2013 Paved Recreational Trail Master Plan by providing a plan for implementing a portion of the future Northeast Paved Recreational Trail though Montava along the alignment of the No. 8 Outlet Ditch as indicated in the plan.

City Plan High Performing Community (HI 2.1, 3.3, 4.1, 5.2, and more):

1. The Montava development team has been and will continue to chordate with the community’s world class educational institutions including PSD, CSU, and others to uphold the excellent educational system that contributes to the city’s high quality of life. This is being done by development of partnerships, and the design and integration of these institutions needs into the community.

2. Montava is designed to create a community that works together to solve problems collectively and creatively. These include everything from waste water, trash service, energy conservation, and affordable housing.

3. Montava is a partnership forming development. By developing and growing partnerships with the many stakeholders in this wonderful community, Montava can be and become a catalyst for lasting community partnerships.

4. While being managed overall by Districts, Montava will be a very publicly transparent operation and community.

City Plan Transportation objectives (T 1.1, 1.2, 2.1, 3.1, 3.2, 4.3, 4.4, 5.4, 8.2, 9.2, 11, 12, and more):

1. Montava is designed to support the City’s framework of transportation that balances access, mobility, safety and emergency response while working to reduce the rate of growth of vehicle miles of travel. This is being done by developing a walkable community that has local services, is trial connected, and pedestrian oriented.

2. Montava will work with the City of Fort Collins as the overall Transit strategy is implemented throughout the city.

3. The transportation network enabled by Montava will support expanded economic opportunity and development generally.

4. Montava is designed to promote pedestrian activity and connectivity throughout the community.

5. Montava is designed to promote bicycle activity by providing an integrated trail system that is both connected within Montava, and to the region generally.

6. Montava’s design is purposeful about integrating neighborhood streets while protecting neighborhoods from excessive cut through traffic.

7. Montava’s design incorporates street systems that create safe and attractive environments for pedestrians, bicyclists, and drivers.

8. Montava’s development team is very committed to leading the efforts to create regional connectivity in trails.

9. Montava is designed to support active living with the integration of parks, trails, natural areas, and much more.
PUD Design Narrative

10. Montava provides a very high level of design and support for the interface of pedestrians, bicyclists, and transit where available as a fundamental consideration in the community design. Access to each of these will be designed to be safe, secure, attractive, and convenient for residents.

11. One of the most important and integral components of the overall Montava design is its commitment to and care for the bicycling community. One of our biggest points of effort and energy has been in creating a development that provides a safe, easy, convenient, and integrated and connected bicycling mobility option for all ages and abilities. This can easily be seen in the overall design of the community as one of our highest priorities.

12. The pedestrian network in Montava is a priority, and will provide a safe, easy, and convenient mobility option for all ages and abilities. DPZ is the world leader in walkable, pedestrian oriented community development. This is why they were hired, because this is a critical element to Montava’s overall design.

Mountain Vista SubArea Plan Compliance

Supported Principles and Policies:

PRINCIPLE MV-LU-1 - The Mountain Vista subarea will have a balance of residential, employment, commercial, civic, and open lands uses.

Policies MV-LU-1.2, MV-LU-1.3, MV-LU-1.4
A Town Center has been planned as the heart of the Montava neighborhood and is located near the intersection of Mountain Vista Road and Timberline Road. The Town Center is a smaller center focusing on neighborhood-oriented retail and a mix of public and private uses, centrally located in the MVSP and within walking distance of adjacent neighborhoods. Additional commercial uses could co-locate near this intersection on adjacent undeveloped properties. Main Street in the Town Center is aligned towards the mountain view of Longs Peak.

Policies MV-LU-1.5, MV-LU-1.6
The Montava community development transitions along a transect of intensity from high to low across the site with a mix of uses. Towards the Town Center and Mountain Vista Drive, development is generally of a higher intensity, including more mixed-use and multi-family. Outwards from the Town Center, development steps down in intensity towards existing neighborhoods, parks, the farm and natural areas. A small node of higher intensity is located at the top of the hill on Giddings Road, adjacent to the Farm. This node supports the northern neighborhood areas for convenience, while the Town Center supports a much wider area.

PRINCIPLE MV-ECON-1 - Mountain Vista’s business center will accommodate the long-term Employment and Industrial land use growth demands of Fort Collins, providing a variety of business and industry types and sizes, compatible with surrounding land uses.

Policies MV-ECON-1.1, MV-ECON-1.2
The vision for the Montava development plan began with discussions of long-range planning for A-B and other potential industrial users. In the regional context, rail-served industrial uses are
PUD Design Narrative

not as viable here as in other Northern Colorado communities. The market for employment uses is delivered differently now than the ‘corporate campus’ setting of the past. Employment uses are integrated into the fabric of the planned community and its amenities. Industrial and larger employment uses are planned south of Mountain Vista Road and the Anheuser-Busch brewery, near the Interstate 25 Interchange.

A-B is in support of the Montava PUD Master Plan and planned uses. Given its size as a combined set of undeveloped land parcels, the Montava PUD Master Plan has the ability to support the current land use needs in the northeast part of our city.

Concurrent with the updates to City Plan, Fort Collins commissioned the ‘Trends and Forces Report’ which supports the need for more land capacity for the increased housing demand by 2040. This report also confirms that the supply of non-residential land is exceedingly sufficient for the City’s future needs.

PRINCIPLE MV-T-1 - Consistent with the Land Use Code, the transportation system within this subarea will have:
1) Arterial corridors providing safe and efficient multi-modal access to and through the subarea, including major features such as railroad under/overpasses (where necessary), and significant landscape mitigation features;
2) Multi-modal connections to and across the arterial corridors, including pedestrian and bicycle connections, providing convenient access to and from the local networks that serve individual developments and buildings; and
3) Integrated local networks with direct, convenient interconnections between developments and surrounding areas.

Policies MV-T-1.1, MV-T-1.2, MV-T-1.3, MV-T-1.4, MV-T-1.5
Both regional and local traffic studies have been completed to establish a safe and efficient transportation network to serve the Mountain Vista area for multi-modal access. They include the long-range goals for this area, including the extension of Suniga Drive, and result in changes to the Master Street Plan to improve connectivity in the northeast portion of the City. The studies, findings and reports are included with the PUD Master Plan submittal.

PRINCIPLE MV-T-2 - Mountain Vista’s Employment and Community Commercial Districts will both be based on transit-oriented design.

Policies MV-T-2.1, MV-T-2.2
The Montava PUD Master Plan is designed to support these principles of transit-oriented design with higher density mixed-use residential in conjunction with retail, office, civic, and other uses to accommodate and support future plans for transit in this area.

PRINCIPLE MV-T-3 - The Community Commercial District will be designed with an emphasis on pedestrians.
PUD Design Narrative

Policies MV-T-3.1, MV-T-3.2
The Montava PUD Master Plan is designed as a true New Urbanist mixed-use, agri-urban community. We have included design standards to support the street network, block and building placement to support this town-like pattern for a successful pedestrian-oriented community.

PRINCIPLE MV-T-4 - The City will consider a variety of street design and enforcement methods to ensure realigned Vine Drive does not become a truck route, either intended or unintended.

Policies MV-T-4.1, MV-T-4.2
Although these concerns may be outside the control of one development, the planned street network supported by our Master Street Plan amendment replaces the large, angled direct arterial access to Suniga Road with a grid-patterned complete street network which we believe supports the policies of this Section.

PRINCIPLE MV-CAD-1 - Important views toward the nearby mountains should be preserved and emphasized by the arrangement and design of development.

Policies MV-CAD-1.1, MV-CAD-1.2, MV-CAD-1.3
Montava’s design is derived by intersecting the site’s natural stormwater and topographic features with an overall orientation of streets towards Long’s Peak. Most streets are oriented to capture the view, which is most striking from the hill north on Giddings Road at the farm as well as at the Town Center from the main plaza. Four major stormwater corridors criss-cross the site, defining the edges of neighborhoods and a focal point at the Town Center square along Country Club Road. Each corridor is connected to a series of additional green corridors, providing walking and biking trails throughout the community, connecting to existing regional trails, and providing access to the City’s future Community Park. The easternmost corridor is substantial in size, driven by off-site stormwater along the Cooper Slough. Working with Natural Areas staff, this corridor is designed as an amenity and pulled into the community’s identity through greenways.

PRINCIPLE MV-CAD-2 - Mountain Vista’s community gateway from I-25 should be designed to provide a sense of place and positive experience.

Policies MV-CAD-2.1, MV-CAD-2.2
Montava’s design standards and street cross-sections create an enhanced gateway for the Mountain Vista corridor within the context of a walkable community. Land uses transition from Industrial and Employment near I-25 to schools, mixed-use, employment, residential and commercial to the west.

PRINCIPLE MV-NOL-1 – This subarea will provide a balanced system of recreation facilities, parks, trails, natural areas, and open lands.
PUD Design Narrative

Policies MV-NOL-1.1, MV-NOL-1.2, MV-NOL-1.3, MV-NOL-1.4, MV-NOL-1.5, MV-NOL-1.6:

By assembling and master-planning over 900 acres within the Mountain Vista Subarea, the Montava PUD Master Plan can account for, envision, and implement nearly every NOL Principle of the MVSP. Locations for the City's future Community Park, neighborhood parks, multi-use trails, natural areas, open lands network, No. 8 ditch and storm drainage facilities have each been integrated into the Master Plan in collaboration with City staff, Poudre School District, and owner of the No. 8 ditch. Parks, trails, and open space areas are integrated into the plan balancing both public and privately owned and maintained open spaces as integral parts of the community and providing connections to planned regional trail, recreation and drainage systems.

The Community Park property, is subject to purchase and development by the City (with available adjacent land should the City desire additional acreage) as an activity and enjoyment hub for the entire Mountain Vista area. Alongside a network of recreational facilities, smaller parks, trails, natural areas and open lands, the Community Park will be designed and developed in accordance with the Parks and Recreation Policy Plan. The intent is to plan the Montava community in concert with the Community Park; so the Town Center, the future elementary school, bike paths, road circulation and neighborhoods can connect with and embrace the City's future Community Park as an integral part of the neighborhood design.

Climate Action Plan

The City is a national leader in the carbon reduction movement. The city tracks emissions annually using 2005 as the baseline year. The community aims to reduce carbon 20% below 2005 levels by 2020, and 80% by 2030 with the goal of being carbon neutral by 2050.

This is a complicated equation that incorporates these primary factors.

1. Electric usage and production (51% of carbon inventory)
2. Ground Travel (24% of carbon inventory)
3. Natural Gas (21% of carbon inventory)
4. Solid Waste (4% of carbon inventory)
5. Water Related (<1% of carbon inventory)

Electricity

Emissions from electricity use are caused by fossil fuel combustion. Most of our electricity is generated by coal and hydropower, with small amount from natural gas, and increasing amounts of renewable wind and solar resources.

Montava will engage with this goal and challenges in several ways:

1. Montava has committed to be the largest Zero Energy Ready Home Development in the nation. Applicant is in the process of building the development partnerships, home builders, and
PUD Design Narrative

systems to make this a reality. Essentially this DOE standard enables the construction of a more insulated, more air tight home that uses less energy.

2. Because it uses less energy, it can become self sufficient with renewable energy using less panels. When battery power is added, and a systematic approach is used to integrate these batteries with the regional utility, then very exciting things can happen.

3. Montava is working with the City very systematically, to create the most energy efficient system that benefits both the home owners and the community with reduced energy usage overall. Applicant is working on an optimized energy distribution and management at the home and community level as well.

Ground Travel

Emissions from transportation, or ground travel, come from the combustion of fuel, primarily gasoline and diesel, within the City’s Growth Management Area (GMA)

Montava will engage with this goal and challenges in several ways:

1. The Zero Energy Ready Home (ZERH) standards include equipping the homes with the ability to connect charging stations for electric vehicles. This will encourage home owners to buy electric vehicles.

2. In addition the Montava development team is working with the City on a systematic structure to further encourage the use of EV’s by integrating them into a connected grid system that can potentially use their batteries in a cooperative fashion that benefits the home owner and community.

3. New Urbanist communities are also built to enable much shorter distances of travel for basic services and enjoyment. Often this encourages home owners to purchase smaller vehicles like golf carts or other EV’s that are smaller than full size cars. Because most, if not all, of your community needs are in a very short distance from your home, these types of alternative vehicles can replace many gas burning vehicle miles.

4. By increasing the home inventory in Fort Collins, we will also dramatically decrease the number of vehicle miles that people are traveling to work in Fort Collins and live outside the city. My own personal drive from Windsor every day will remove over 2,400 pounds of CO2 from the atmosphere simply by moving to Montava from Windsor. Thousands of people work in Fort Collins, but live elsewhere, and drive our roads into the city every day. This is a large contributor to the overall carbon emissions.

5. New Urbanist communities also encourage non vehicle related transportation. Biking and walking are two substantial components and benefits of new urbanist communities.

6. Montava will also manage its waste disposal with one single contractor over the entire community through the Districts. This will reduce truck miles and traffic significantly in the area, and may encourage other developments to do the same.

Natural Gas

Emissions are produced from the combustion of natural gas, primarily for heat.

Montava will engage with this goal and challenges in several ways:
PUD Design Narrative

1. The ZERH standard of construction reduces the need for heating and cooling. The easiest way to reduce carbon emissions is to never have used them in the first place.
2. Montava is working with the City, and its home builder partners, to explore the full electrification of the HVAC Systems in our homes. That would include both air sourced or ground sourced heat exchangers (geothermal units) that use the air or ground for a much more efficient way of heating and cooling our homes. These units add cost to the homes, so it much be looked at in systematic ways to provide an overall benefit to the community and the home buyers.
3. The Montava development team is also exploring ways of electrifying other in home uses that typically utilize natural gas. Induction cook tops can replace gas stoves, electric ovens, electric clothes dryers, and other items can reduce or eliminate natural gas uses. While it is unlikely that Montava will be built as a “gas free” community, there are viable ways this challenge can be addressed and we are exploring them all.

Solid Waste

Solid waste emissions in the inventory are an estimate of the decomposition of biodegradable waste (e.g. food waste and yard trimmings) in the landfill.

Montava will engage with this goal and challenges in serval ways:

1. Because Montava will be managing the waste disposal through the Districts on a community wide level, this provides a point of focus and energy to help educate the community on ways to reduce organic waste. This opportunity to provide public service education is one of the benefits of having a community wide focus and system that can help both the environment and its residents.
2. Montava will also be an agri-urban community developed around farming and connection with the land as part of its DNA. This could provide opportunities to promote composting of organic waste that could be used in the soil restoration and enrichment.
3. Montava intends to be an innovator in this area, in ways that are practical and fit within the context and character of the community overall.

Water Related

Emissions are produced from the combustion of natural gas, primarily heat. This relates to the treatment, delivery of potable water to the community.

Montava will engage with this goal and challenges in serval ways:

1. Montava intends to have every home built to WaterSense standards, which will significantly decrease the amount of water needed and used by all residents of the community.
2. Montava will develop a primarily non potable system for irrigation in the community using well water from on site, reducing potable water treatment and delivery impacts.
Chapter 11 – Neighborhood Meeting Summaries

Public engagement has been a fundamental part of the Montava master planning process. The Developer hosted two neighborhood meetings during the early planning process, as well as a week-long master planning charrette in November 2017. Comments received have been incorporated into the master planning process where feasible. The following are summaries of the comments from the developer-led neighborhood meetings:

Pre-Charrette Neighborhood Informational Meeting - October 25, 2017

What will be the size and cost of residential units?

Will there be a grey water system?

Isn’t this area zoned mainly industrial and commercial?

Concerned about infrastructure and cell tower – service is very poor in area.

Appreciate the mixed use and would like to see some of the industrial conserved.

Will Mountain Vista to and Timberline be widened? Already a problem.

$200K to $300K residential for millennials, does that make sense for us

Previously someone had developed 300 acres south of the project. Anheuser Busch fought his project. Concerned about truck traffic cutting through his project.

Do you have a website?

Where are you going to get water? What is your stand on damming the Poudre.

Are you working with Poudre School District?

Will Unity factory be permanent?

Will this change the City’s forecasts of roads? Will it change Timberline? Will the developer pay for roadway improvements?

Since you are under contract, how long will you own the land? How long will this project take to complete?

How does this meld with the City’s current update to City Plan and the Transportation Plan?

A common problem is the projected volumes of traffic, the City has standards that they don’t enforce.

Are you coordinating with the proposed development to the north of Richards Lake Road along Turnberry? Concerned about emergency vehicles and fire.

How many acres will the farm be and who will run it? Where will it go?

With the $200K to $300K price point how will you avoid all the homes being taken by investors and turned into rental properties?

One women wants to see the model that is used for evaluating the project include: landfill needs, crime, flora and fauna, night skies, and noise.

Sue mentioned working with Gene Meyers to help address affordable housing.

Glad that the renewable energy will not include a wind or solar farm. Like the concept with Unity. Concerned about traffic along Timberline and the Railroad tracks. What kind of population will there be in 15 years?
**Neighborhood meeting regarding the area transportation system - June 5, 2018**

What is the schedule?

How does the RR play into infrastructure improvements?

Country Club traffic has increased significantly when Maple Hill was built. How will Montava mediate anticipated traffic increases

Is farmer or developer to the South ok with your planned street network?

Timberline to the South needs to be widened its bad today

Will Mountain Vista to and Timberline be widened? Already a problem.

I-25 semi-trucks go to Country Club to get to 287 - will there be additional signage prohibiting trucks? They use the route to avoid weigh stations

Lemay overpass needs to happen

Land west of Turnberry is County

Will you meet with County? Most of the properties here are in the county - Get City and County to work together.

Lemay/Timberline overpass is so needed! If not project will fail! P.S. If not Country Club Rd will have a min. 10 - 15% traffic increase.

Can/will Country Club Rd be fixed? Widen Timberline?

Can you Provide street connections east of maple Hill? To reduce traffic on Turnberry?

Can the RR participate in the roads and overpass?

Is Waterglen expanding Turnberry?

Concerned about heavy construction traffic on Turnberry for Waterglen

I-25 can't handle 6,000 homes being added here

Vine connection needs to go to College to accommodate truck by-pass traffic.

Cell phone tower issues, it’s a problem here

How will this connect to WaterGlen community?

Why do you like this Country Club change?

If Turnberry extends, whoi will be responsible for the bridge over canal? Will Ditch Co. be involved?

City Staff met with our HOA, didn't show Turnberry extension, why are you showing this?

Will houses / roads happen in parallel?

Are you bringing these drawings to the city? County?

In addition, the City of Fort Collins hosted two neighborhood meetings on October 11, 2018 and December 19, 2018. The questions/comments and answers received by city staff for the October 11 meeting are attached as an Appendix.
Appendix:

1. City of Fort Collins October 11, 2018 Neighborhood Meeting Summary
2. Montava Key Themes – A Visual Overview
3. September 17, 2019 Neighborhood Meeting Summary – Country Club Road
Plot Date:2/7/2020 1:26 PM Plotted By: Angie Milewski
Date Created:9/18/2018
L:\PROJECTS\MONTAVA\DWGS\ACAD\PUD\DWG\PUD_EX-COND-PLAN.DWG

PURSUANT TO ORDINANCE NO. __________, 20___ OF THE CITY COUNCIL OF THE CITY OF FORT COLLINS, COLORADO, THIS MONTAVA - PUD
MASTER PLAN AND THE MONTAVA PUD MASTER PLAN DEVELOPMENT AGREEMENT ARE APPROVED AS SITE SPECIFIC DEVELOPMENT PLANS FOR
THE PURPOSE OF GRANTING A VESTED PROPERTY RIGHT FOR THE USES, DENSITIES, AND DEVELOPMENT STANDARDS OF THE LAND USE CODE
AND THOSE FOR WHICH MODIFICATIONS HAVE BEEN GRANTED, AND ENGINEERING DESIGN STANDARDS FOR WHICH VARIANCES HAVE BEEN
GRANTED, ALL AS SET FORTH IN THIS MONTAVA - PUD MASTER PLAN AND THE MONTAVA PUD MASTER PLAN DEVELOPMENT AGREEMENT FOR A
PERIOD OF TWENTY-FIVE (25) YEARS AFTER THE EFFECTIVE DATE OF ORDINANCE NO. __________, 20___.

THE DEVELOPER, HF2M, INC., IS AUTHORIZED TO REQUEST AMENDMENTS TO THE PUD MASTER PLAN IN ACCORDANCE WITH LAND USE CODE
SEC. 4.29(I)(2)(a)2.b.

THE FOLLOWING DOCUMENTS WERE SUBMITTED TO THE CITY OF FORT COLLINS AS PART OF THE REQUIRED SUBMITTAL ITEMS FOR THE
MONTAVA - PUD MASTER PLAN SUBMITTAL, ARE ON FILE IN THE PLANNING DEPARTMENT OF THE CITY OF FORT COLLINS AND INCORPORATED
INTO THE MONTAVA RECORD:

2.

3.

4.

THIS MONTAVA - PUD MASTER PLAN SHOWS THE GENERAL LOCATION AND APPROXIMATE SIZE OF NATURAL AREAS, HABITATS AND FEATURES
WITHIN ITS BOUNDARIES AND THE PROPOSED ROUGH ESTIMATE OF THE NATURAL AREA BUFFER ZONE AS IDENTIFIED AND REQUIRED BY LAND
USE CODE SECTION 3.4.1(E). DETAILED MAPPING OF NATURAL AREAS, HABITATS, AND FEATURES WILL BE PROVIDED AT THE TIME OF INDIVIDUAL
PROJECT DEVELOPMENT PLAN SUP BMITTALS. GENERAL BUFFER ZONES SHOWN ON THIS MONTAVA - PUD MASTER PLAN MAY BE REDUCED OR
ENLARGED BY THE DECISION MAKER FOR INDIVIDUAL PROJECT DEVELOPMENT PLANS IN ACCORDANCE WITH LAND USE CODE SECTION (E)(1).

THIS MONTAVA - PUD MASTER PLAN SHOWS THE GENERAL LOCATION AND APPROXIMATE SIZE OF A POTENTIAL FUTURE CITY OF FORT COLLINS
COMMUNITY PARK (APPROX 80 ACRES). UNDERLYING ZONING OF THE POTENTIAL FUTURE CITY OF FORT COLLINS COMMUNITY PARK IS L-M-N
LOW DENSITY MIXED USE NEIGHBORHOOD. USE OF SUCH SITE FOR A FUTURE CITY OF FORT COLLINS COMMUNITY PARK IS SUBJECT TO
PURCHASE OF THE SITE BY THE CITY AS THERE IS NO DEVELOPMENT OBLIGATION FOR DEDICATION OF PROPERTY FOR A COMMUNITY PARK.

THIS MONTAVA - PUD MASTER PLAN SHOWS THE GENERAL LOCATION AND APPROXIMATE SIZE OF POTENTIAL FUTURE POUDRE SCHOOL
DISTRICT ELEMENTARY, MIDDLE AND HIGH SCHOOL SITES. UNDERLYING ZONING OF SUCH SITES IS E-EMPLOYMENT. USE OF SUCH SITES FOR
FUTURE SCHOOLS IS SUBJECT TO ACQUISITION THEREOF BY THE POUDRE SCHOOL DISTRICT AS THERE IS NO DEVELOPMENT OBLIGATION FOR
DEDICATE OF PROPERTY FOR SCHOOL SITES.

AT THE TIME OF EACH PROJECT DEVELOPMENT PLAN, AN ECOLOGICAL CHARACTERIZATION STUDY (ECS) WILL BE PERFORMED TO MATCH THE
SCOPE OF THE PROJECT DEVELOPMENT PLAN. EACH SUCH ECS WILL DOCUMENT EXISTING SIGNIFICANT ECOLOGICAL VALUE OF THE SITE, AND
PROPOSE MITIGATION FOR THE IMPACTS THE DEVELOPMENT WILL HAVE TO THE ECOLOGICAL VALUE OF THE SITE AS REQUIRED BY LAND USE
CODE SECTION 3.4.1.

7.

8.

9.

10.

PLANNER:
DPZ CODESIGN
7435 NE HALSEY ST
PORTLAND, OR 97213
PHONE: 305.799.3892
CONTACT: MATT LAMBERT
EMAIL: MATT@DPZ.COM

LANDSCAPE ARCHITECT:
BHA DESIGN, INC.
1603 OAKRIDGE DRIVE, SUITE 100
FORT COLLINS, CO 80525
PHONE: 970.223.7577
CONTACT: ANGELA MILEWSKI
EMAIL: AMILEWSKI@BHADESIGN.COM

OWNER/DEVELOPER:
HF2M
430 N COLLEGE AVE. SUITE 410
FORT COLLINS, COLORADO 80521
PHONE: 512.507.5570
CONTACT: MAX MOSS
EMAIL: MAX@HF2M.COM

CIVIL ENGINEER:
MARTIN/MARTIN, INC.
12499 W COLFAX AVE
LAKEWOOD, CO 80215
PHONE: 303.431.6100
CONTACT: PETER BUCKLEY
EMAIL: PBUCKLEY@MARTINMARTIN.COM

TRAFFIC CONSULTANT:
RUTH ROLLINS CONSULT, INC.
PHONE: 970.213.2393
CONTACT: RUTH ROLLINS
EMAIL: RUTHIE.ROLLINS@GMAIL.COM

TRAFFIC ENGINEER:
NELSON\NYGAARD
77 FRANKLIN STREET, 10TH FLOOR
BOSTON, MA 02110
PHONE: 857.305.8005
CONTACT: MICHAEL RIEBE
EMAIL: MRIEBE@NELSONNYGAARD.COM

PER LUC SECTION 3.7.3(E)(1), ALL TRANSPORTATION, WATER AND WASTEWATER, STORM DRAINAGE, EMERGENCY SERVICES, AND ELECTRIC
POWER FACILITIES SHALL MEET THE REQUIREMENTS OF ADEQUATE PUBLIC FACILITIES AT THE TIME OF INDIVIDUAL PROJECT DEVELOPMENT
PLAN REVIEW AND APPROVAL.

6.

TEAM DIRECTORY

PUBLIC STREETS SHALL COMPLY WITH THE "LARIMER COUNTY URBAN AREA STREET STANDARDS" OR APPROVED VARIANCES THERETO. THE
ACCESS POINTS SHOWN ON THIS MONTAVA - PUD MASTER PLAN ARE APPROXIMATE LOCATIONS ONLY. FINAL LOCATIONS OF ACCESS POINTS
WILL BE DETERMINED AT THE TIME OF INDIVIDUAL PROJECT DEVELOPMENT PLAN REVIEW AND APPROVAL.

5.

PARKS DIAGRAM
BICYCLE PLAN
BLOCK LEVEL DETAIL STUDIES
ARTERIAL INTERSECTIONS DIAGRAM
PEDESTRIAN SHEDS
GRADING AND UTILITY PLANS
STREET SECTIONS BOOKLET
INFORMATION REGARDING TCEF PERCENTAGES
INFORMATION REGARDING STORMWATER DESIGN ASSUMPTIONS
INFORMATION REGARDING UTILITY LOCATION AND DESIGN ASSUMPTIONS
INFORMATION REGARDING NATURAL AREAS DESIGN AND PARTNERSHIP
INFORMATION REGARDING PARK, TRAIL, GRADE-SEPARATED CROSSINGS
COGCC WELL SITE DOCUMENTATION
SAMPLING AND ANALYSIS PLAN, TRC, JUNE 21, 2018
PHASE II ENVIRONMENTAL SITE ASSESSMENT
CONCEPTUAL AGREEMENT - NATURAL AREAS - MONTAVA PARTNERSHIP

THE FOLLOWING DOCUMENTS WERE PREPARED TO ASSIST IN THE CITY’S EVALUATION OF MONTAVA – PUD
MASTER PLAN AND TO FACILITATE PREPARATION AND EVALUATION OF FUTURE PROJECT DEVELOPMENT PLANS AND
FINAL DEVELOPMENT PLANS WITHIN THE MONTAVA – PUD MASTER PLAN. THEY ARE ON FILE IN THE
PLANNING DEPARTMENT OF THE CITY AND ARE REQUESTED TO BE INCORPORATED INTO THE MONTAVA RECORD.
NOTHING HEREIN REQUIRES THAT ANY FUTURE PROJECT DEVELOPMENT PLANS OR FINAL DEVELOPMENT PLANS BE
DESIGNED IN ACCORDANCE WITH SUCH SUPPLEMENTAL INFORMATION NOR DOES IT PREVENT THE USE OF
DESIGNS NOT INCLUDED IN SUCH INFORMATION. RATHER, THE PURPOSE OF THE FOLLOWING DOCUMENTS IS TO
MEMORIALIZE DISCUSSIONS WHICH HAVE TAKEN PLACE BETWEEN CITY STAFF AND THE DEVELOPER ON THESE
MATTERS AS A BASELINE FOR FUTURE PROJECT DEVELOPMENT PLAN AND FINAL DEVELOPMENT PLAN PREPARATION
AND EVALUATION.

CONTEXT DIAGRAM
MASTER DRAINAGE REPORT
PRELIMINARY WATER DEMAND MEMORANDUM
MASTER TRAFFIC IMPACT STUDY
PHASE 1 ENVIRONMENTAL ASSESSMENT
PRELIMINARY SUBSURFACE EXPLORATION REPORT
ECOLOGICAL CHARACTERIZATION REPORT
APPROVED JURISDICTIONAL DETERMINATION LETTER
REVIEW TYPES COMPARED WITH CURRENT LAND USE CODE
STAFF REVIEW COMMENTS AND APPLICANT’S RESPONSES
MOUNTAIN VISTA SUBAREA PLAN AMENDMENT REQUEST
MASTER STREET PLAN AMENDMENT REQUEST
LETTERS OF INTENT
VESTED PROPERTY RIGHTS REQUEST

THIS MONTAVA - THE PUD MASTER PLAN CONSISTS OF: THE PUD MASTER PLAN SUMMARY; THE MONTAVA PUD MASTER PLAN PUD DESIGN
NARRATIVE; THE MONTAVA - PUD MASTER PLAN SHEETS 1 THROUGH 7, IDENTIFIED IN THE SHEET INDEX; THE MONTAVA PUD MASTER PLAN
USES, DENSITIES AND DEVELOPMENT STANDARDS; DEVELOPMENT STANDARDS OF THE LAND USE CODE, APPENDIX A TO THE MASTER PLAN
SUMMARY; AND VARIANCES FROM ENGINEERING DESIGN STANDARDS AND PROPOSED ALTERNATE DESIGNS SUBMITTED WITH SUCH
VARIANCES, APPENDIX B TO THE MASTER PLAN SUMMARY.

1.

NOTES

COVER SHEET
EXISTING CONDITIONS AND NATURAL FEATURES
ILLUSTRATIVE MASTER PLAN
ANNOTATED ILLUSTRATIVE MASTER PLAN
EXISTING ZONING
PUD TRANSECT DISTRICTS AND SPECIAL DISTRICTS
CONCEPTUAL DEVELOPMENT PHASING PLAN

(TO BE INSERTED AFTER FINAL CITY COUNCIL APPROVAL)

CONDITIONS OF APPROVAL

NTS

VICINITY MAP

SITE
NORTH

PURSUANT TO TITLE 24, ARTICLE 68, C.R.S. AND FORT COLLINS
LAND USE CODE 2.2.11(C), THIS MONTAVA
PLANNED UNIT DEVELOPMENT - MASTER PLAN
IS A SITE SPECIFIC DEVELOPMENT PLAN,
THE APPROVAL OF WHICH CREATES A VESTED PROPERTY RIGHT,
VALID FROM THE EFFECTIVE DATE OF THE ADOPTING ORDINANCE

MONTAVA - PUD MASTER PLAN

__________________________
Notary Public

day of

, 20

, by

__________________________
Notary Public

day of

, 20

, by

______________________
City Clerk

This Planned Unit Development to be known as the Montava - PUD Master Plan is approved by Ordinance No. ________________, _______,
passed and adopted on final reading at a regular meeting of the City Council of Fort Collins, Colorado, held on ________________, ________.

APPROVED:

My commission expires: ____________________________

The foregoing instrument was acknowledged before me this

COUNTY OF LARIMER)

STATE OF COLORADO)
)SS

Title: __________________________

Printed Name: ___________________

By: ____________________________

ANHEUSER-BUSCH FOUNDATION,
a Missouri charitable trust

KNOW ALL MEN BY THESE PRESENTS THAT the Anheuser-Busch Foundation, being an owner of property within the Montava - PUD Master Plan, does
certify that it accepts the conditions and restrictions set forth on said plan and in the conditions of approval by the City of Fort Collins,
dated _________________________, and consents to the recordation of any information pertaining thereto.

My commission expires: ____________________________

The foregoing instrument was acknowledged before me this

COUNTY OF LARIMER)

STATE OF COLORADO)
)SS

Title: __________________________

Printed Name: ___________________

By: ____________________________

POUDRE R-1 SCHOOL DISTRICT

KNOW ALL MEN BY THESE PRESENTS THAT the Poudre R-1 School District, a political subdivision of the State of Colorado, certifies that it is a lawful
owner of property within the Montava - PUD Master Plan and consents to the inclusion of its property therein, but acknowledges that development of its
property is not subject to the jurisdiction of the City of Fort Collins or the requirements of the Montava – PUD Master Plan. [Note: This certification is under
discussion with the City Attorney.]

OWNER'S CERTIFICATION

SAID PARCEL CONTAINS 998.50 ACRES (43,494,643.5422 SQUARE FEET) MORE OR LESS AND IS SUBJECT TO ALL
RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS NOW IN USE OR OF RECORD

LESS AND EXCEPT ALL EXISTING RAILROAD RIGHTS-OF-WAY AND LESS AND EXCEPT ANY PORTION CONTAINED IN
THE LANDS DESCRIBED IN THE FINAL AMENDED PLAT/REPLAT OF LOT 1, BLOCK 1, OF "FINAL PLAT B.A.R.I. BARLEY
RESEARCH FACILITY" RECORDED MARCH 22, 1989 AT RECEPTION NO. 89012104, WHICH AMENDED PLAT/REPLAT IS
TO BE RECORDED UPON APPROVAL BY THE CITY OF FORT COLLINS, COLORADO, A DRAFT OF SUCH AMENDED
PLAT/REPLAT LABELED B.A.R.I. BARLEY RESEARCH FACILITY AMENDMENT NO. 1 MINOR PLAT, IS ATTACHED AS
EXHIBIT B-1 TO ORDINANCE 014, 2020 OF THE CITY COUNCIL OF THE CITY OF FORT COLLINS.

THENCE S89°35'02"E A DISTANCE OF 2638.10 FEET;
THENCE S89°53'24"E A DISTANCE OF 1773.90 FEET;
THENCE S00°00'00"E A DISTANCE OF 510.00 FEET;
THENCE S89°53'24"E A DISTANCE OF 864.98 FEET;
THENCE S00°16'21"E A DISTANCE OF 1475.57 FEET;
THENCE S89°59'54"E A DISTANCE OF 397.54 FEET;
THENCE S00°20'11"E A DISTANCE OF 380.10 FEET;
THENCE S89°59'31"E A DISTANCE OF 397.12 FEET;
THENCE S00°16'21"E A DISTANCE OF 2906.93 FEET;
THENCE S00°06'47"E A DISTANCE OF 50.00 FEET;
THENCE S89°47'00"E A DISTANCE OF 945.36 FEET;
THENCE S00°00'50"E A DISTANCE OF 15.00 FEET;
THENCE N89°59'10"E A DISTANCE OF 1022.26 FEET;
THENCE S84°33'41"E A DISTANCE OF 150.45 FEET;
THENCE S00°31'28"E A DISTANCE OF 220.49 FEET;
THENCE S19°10'52"E A DISTANCE OF 716.33 FEET;
THENCE S06°01'40"E A DISTANCE OF 296.08 FEET;
THENCE S00°30'00"W A DISTANCE OF 783.98 FEET;
THENCE N88°21'45"W A DISTANCE OF 92.96 FEET;
THENCE S86°38'15"W A DISTANCE OF 1900.01 FEET;
THENCE S68°38'10"W A DISTANCE OF 99.99 FEET;
THENCE S55°58'15" W A DISTANCE OF 200.00 FEET;
THENCE S36°58'15"W A DISTANCE OF 199.96 FEET;
THENCE S89°38'15"W A DISTANCE OF 15.00 FEET;
THENCE S00°06'47"W A DISTANCE OF 139.93 FEET;
THENCE N89°11'06"W A DISTANCE OF 2627.63 FEET;
THENCE N00°23'56"E A DISTANCE OF 2580.05 FEET;
THENCE N89°53'45W A DISTANCE OF 2639.82 FEET;
THENCE S89°44'44"W A DISTANCE OF 1339.28 FEET;
THENCE N01°15'55"W A DISTANCE OF 1062.88 FEET;
THENCE S89°50'10"W A DISTANCE OF 721.52 FEET;
THENCE N01°15'28"W A DISTANCE OF 1589.29 FEET;
THENCE N89°50'10"E A DISTANCE OF 2060.57 FEET;
THENCE N00°29'18"W A DISTANCE OF 2644.95 FEET TO THE POINT OF BEGINNING;

BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 32 WHENCE THE SOUTH QUARTER CORNER BEARS
S00°29'18"E A DISTANCE OF 5289.91 FEET AND CONSIDERING ALL BEARINGS HEREIN RELATIVE THERETO;

A PARCEL OF LAND SITUATE IN THE EAST HALF OF SECTION 32, A PORTION OF THE SOUTHWEST CORNER OF
SECTION 32, AND THE WEST HALF OF SECTION 33, TOWNSHIP 8 NORTH, RANGE 68 WEST OF THE SIXTH
PRINCIPAL MERIDIAN, AND THE NORTH HALF OF SECTION 4, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE SIXTH
PRINCIPAL MERIDIAN, CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO; AND BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

Revision & Date:

Landscape Architecture
Urban Design
Master Planning

1603 Oakridge Drive
Fort Collins, CO 80525
p. (970) 223-7577
www.BHADesign.com

Sheet Number:

1

Project Number: 1734
Date: 02/04/20
Produced by: BHA DESIGN

Project:

LEGAL DESCRIPTION

MONTAVA
MONTAVA

SHEET 1
SHEET 2
SHEET 3
SHEET 4
SHEET 5
SHEET 6
SHEET 7

COVER SHEET

SHEET INDEX

Client:

HF2M

PUD MASTER PLAN

1

Packet Pg.


POTENTIAL FUTURE COMMUNITY PARK

POTENTIAL FUTURE PSD ELEMENTARY SCHOOL

POTENTIAL FUTURE PSD MIDDLE SCHOOL

POTENTIAL FUTURE PSD HIGH SCHOOL

Attachment: Exhibit A  (8758 : SR 014 Montava PUD Master Plan ORD SR CHGS)
Civic Program
1. Library
2. Civic Building Reserve
3. Fire Station
4. Elementary School
5. Middle School
6. High School

Civic Space Program
7. City of Fort Collins Community Park
8. Plaza - With Active Programming
9. Square - Passive
10. Square - With Active Programming and Stormwater Area
11. Green - Passive
12. Green - With Active Programming
14. Compact Green - Passive
15. Linear Greenway - Passive
16. Linear Greenway - With Stormwater Conveyance
17. Natural Areas & Stormwater Management

Miscellaneous
18. Red-tailed Hawk Nest
19. Gas Well

Civic Space Program Activities
Formal Gatherings, Performances: 8, 12
Community Gardens: 7, 10, 11, 13, 14
Playgrounds: 7, 9, 10, 11, 13, 14
Unstructured Sports: 7, 9, 10, 11, 13
Structured Sports: 7
Trails: 7, 15, 16, 17

Note: This annotated illustrative master plan indicates the proposed general locations and approximate sizes of potential future uses and features within the PUD Master Plan. Detailed information regarding such uses and features will be provided at the time of individual Project Development Plan submittals. The Library, Civic Building Reserve, Fire Station, and Community Park are subject to acquisition and development of such sites by the City or other entities. The Elementary, Middle, and High School sites are subject to acquisition and development of such sites by the Poudre School District.
Attachment: Exhibit A  (8758 : SR 014 Montava PUD Master Plan ORD SR CHGS)
Potential future City of Fort Collins Community Park

PUD Master Plan

- (T5) Urban Center/Mixed-use
- (T4) General Urban Neighborhood
- (T3.2) Sub-urban Neighborhood
- (T3.1) Rural Neighborhood
- (T2) Rural/Farm
- (P) Community Park Special District
- (PSD) Poudre School Special District
- (S) Natural Areas and Stormwater Special District
- (I) Industrial and Employment Special District

Attachment: Exhibit A (8758: SR 014 Montava PUD Master Plan ORD SR CHGS)
Attachment: Exhibit A  (8758 : SR 014 Montava PUD Master Plan ORD SR CHGS)
PUD Master Plan

Uses, Densities, and Development Standards

FEBRUARY 5, 2020
1. **Community Vision** .................................................................................................................. 6  
   1.1. **Summary** ............................................................................................................................ 6  
2. **Use** ......................................................................................................................................... 7  
   2.1. **Description of Transect Districts and Special Districts** ......................................................... 7  
   2.2. **Permitted Uses** .................................................................................................................... 9  
   2.3. **Use Restrictions** ................................................................................................................ 12  
   2.4. **Land uses by Transect Districts and Special Districts** ......................................................... 12  
3. **Density** .................................................................................................................................... 28  
   3.1. **Request for Modified Densities** ............................................................................................ 28  
   3.2. **Description of Modified Densities** ..................................................................................... 28  
   3.3. **Density by Phase** ............................................................................................................... 28  
   3.4. **Justification for Density Modifications** .............................................................................. 31  
4. **Development Standards Overview** .......................................................................................... 32  
   4.1. **Request for Modified Development Standards** ................................................................. 32  
   4.2. **Description of Modified Development Standards** ............................................................ 32  
   4.3. **Compliance with Criteria of LUC 4.29(G)(3)** .................................................................... 32  
5. **Lots and Buildings** .................................................................................................................. 34  
   5.1. **Overview** ........................................................................................................................... 34  
   5.2. **Summary of Standards** ....................................................................................................... 34  
   5.3. **Lot Size** .............................................................................................................................. 39  
   5.4. **Lot Occupation And Coverage** .......................................................................................... 39  
   5.5. **Setbacks** ............................................................................................................................ 40  
   5.6. **Height** .................................................................................................................................. 42  
   5.7. **Building Orientation** .......................................................................................................... 44  
   5.8. **Frontage** ............................................................................................................................. 45  
   5.9. **Shopfronts** .......................................................................................................................... 53  
   5.10. **Fencing and Walls** ............................................................................................................. 54  
   5.11. **Accessory Dwelling Units** ................................................................................................ 56  
   5.12. **Exterior Lighting** ............................................................................................................... 56  
6. **Parking** ...................................................................................................................................... 61  
   6.1. **Overview** ............................................................................................................................ 61  
   6.2. **Vehicular Parking Location And Access: T3.1** .................................................................. 61
6.3. Vehicular Parking Location and Access: T3.2 and T4 ......................................................... 63
6.4. Vehicular Parking Location and Access: T5 ................................................................. 63
6.5. Required Vehicular Parking ............................................................................................ 65
6.6. Required Vehicular Parking Adjustments ...................................................................... 66
6.7. Vehicular Parking Lot Design ....................................................................................... 68
6.8. Vehicular Parking Lot Landscaping ............................................................................. 69
6.9. Bicycle Parking Location and Access: T5 ................................................................. 69
6.10. Required Bicycle Parking .......................................................................................... 69
6.11. Justification for Modifications of Parking Standards .............................................. 70

7. Private Lot Landscaping ................................................................................................. 71
7.1. Overview ...................................................................................................................... 71
7.2. Modifications to Land Use Code Standards ............................................................... 71
7.3. landscape materials .................................................................................................. 71
7.4. Justification for Private Lot Landscaping Standards .................................................. 71

8. Signage ......................................................................................................................... 73
8.1. Overview ..................................................................................................................... 73
8.2. Transect District Correlation ..................................................................................... 73
8.3. Modifications to Land Use Code Standards ............................................................... 73
8.4. Justification for signage standards .......................................................................... 73

9. Architectural Character ................................................................................................. 74
9.1. Overview ..................................................................................................................... 74
9.2. Building Materials ...................................................................................................... 74
9.3. Openings ..................................................................................................................... 74
9.4. Foundations ................................................................................................................ 74
9.5. Solar Orientation ........................................................................................................ 74
9.6. Mechanical Equipment and Refuse Storage ............................................................... 74
9.7. Outbuildings ................................................................................................................. 75
9.8. Justification for Architectural Character Standards ............................................... 75

10. Civic Space ................................................................................................................ 76
10.1. Overview .................................................................................................................... 76
10.2. Civic Space Types ..................................................................................................... 76
10.3. Justification for Civic Space standards .................................................................... 81
11. Buffering for residential and high occupancy building units ................................................................. 83
   11.1. Overview ............................................................................................................................................. 83
   11.2. Modifications to Land Use Code Standards ...................................................................................... 83
   11.3. Justification for Buffering for Residential and High Occupancy Building Units .......................... 84

12. MODIFICATIONS TO SUPPLEMENTAL REGULATIONS ............................................................................ 86
   12.1. Overview ............................................................................................................................................. 86
   12.2. Justification for modifications ........................................................................................................... 87

13. Definitions .................................................................................................................................................. 90
   13.1. Request for modified definitions ....................................................................................................... 90
   13.2. Justification for Definitions ............................................................................................................... 92
1. COMMUNITY VISION

1.1. SUMMARY

Montava is a significant traditional neighborhood development infused with agrarian elements, expressing the site’s past and surrounding context. Given its size, Montava is comprised of a series of connected neighborhoods, each unique in layout, character, intensity, and surroundings. All neighborhoods are compact and walkable, with some of a higher intensity and others lower in intensity. The site’s topography and open spaces permeate Montava, pulling natural areas and recreational spaces into the heart of the community.

Montava’s design relies upon coordination between the PUD Master Plan and the Uses, Densities, and Development Standards to achieve community goals. Together, they craft design of the project which, in turn, creates a large, diverse, walkable, mixed-use community and an interconnected series of neighborhoods, centers, and open spaces.

These Montava PUD Master Plan, Uses, Densities, and Development Standards embody flexibility in site design and are intended to achieve the Montava community vision and to support and further the principles and policies of City Plan.
2. USE

2.1. DESCRIPTION OF TRANSECT DISTRICTS AND SPECIAL DISTRICTS

2.1.1. A transect of nature is a geographical cross-section of a region that reveals the sequence of environments. It examines the many symbiotic elements that contribute to habitats where certain plants and animals thrive. The transect was first used for biogeographical analysis by naturalist Alexander von Humboldt in the late 18th Century. In the late 20th century, Andres Duany, working with New Urbanist colleagues, identified the rural-to-urban transect of the built environment, ranging across densities from unbuilt preserve land to the dense urban core.

Human beings thrive in a variety of habitats: some would never choose to live in the urban core and others would wither in a rural place. To provide meaningful choices in living arrangements, the full rural-to-urban transect is divided into six transect districts, designed for use in zoning ordinances. These six habitats vary by the ratio and level of intensity of their natural, built, and social components. The transect districts are coordinated to all scales of planning, from the region, through the community and neighborhood, to the individual lot and building. Montava uses five of the six transect districts, excluding the most intensive district, which applies to the most intensive regional places, like downtown Denver.

Districts that are not part of the transect system are considered special districts. Special districts are areas of single use or special circumstances. The Industrial and Employment District, for instance, is a special use area that is not a neighborhood-based component of the City.

The platform of the transect allows the integration of the design protocols of traffic engineering, public works, town planning, architecture, landscape architecture and ecology. This is the foundation of form-based planning, design, and coding.
The boundaries of the Transect and Special Districts of the Montava PUD Master Plan which are depicted in Figure 1 below and on Sheet 6 of the Montava PUD Master Plan and are incorporated herein by reference. The Transect and Special Districts are described below in Sections 2.1.2 through 2.1.6.
2.1.2. Transect Districts
   a. Development is regulated according to the intensity of use permitted on each parcel, according to the following five (5) districts:
      i. Transect District T5 – Urban Center/Mixed Use: A high intensity mixed-use district, consisting of residential, commercial, and institutional uses.
      ii. Transect District T4 – General Urban Neighborhood: A medium-high intensity residential district, consisting of single family and multi-family housing, attached and detached, and home occupations.
      iii. Transect District T3.2 – Sub-Urban Neighborhood: A medium-low intensity residential district, consisting of single family detached housing.
      iv. Transect District T3.1 – Rural Neighborhood: A low intensity residential district, consisting of single family detached housing situated on larger lots.
      v. Transect District T2 – Rural/Farm: A rural, agricultural district, consisting of small to large farms and support facilities including housing, processing, storage, sales, and distribution.

2.1.3. (I) - Industrial and Employment Special District
   a. The Industrial and Employment Special District is intended for a combination of industrial, and employment uses.
   b. Uses in the Industrial and Employment Special District are as set forth in this Chapter.

2.1.4. (S) - Natural Areas and Stormwater Special District
   a. A portion of Montava is dedicated to regional and site-serving stormwater management (S), in coordination with Natural Areas as a natural resource corridor.

2.1.5. Poudre School (PSD) Special District
   a. The future school sites (PSD) within Montava to be acquired and developed by Poudre School District are not regulated by these development standards.

2.1.6. (P) - Community Park Special District
   a. The future Community Park site (P) within Montava to be acquired and developed by the City is not regulated by these development standards.

2.2. PERMITTED USES

2.2.1. LUC Section 4.29 (E)(2) allows uses not permitted in an underlying zone district to be added to a PUD Master Plan provided such additional uses are enumerated with a proposed type of review and such uses satisfy the criteria of LUC Section 4.29(E)(2)(a) through (d).

2.2.2. The following uses and types of review are permitted in Montava and modify the uses permitted in the underlying zone districts: Division 4.5 - Low Density Mixed-Use Neighborhood District (L-M-N), Division 4.27 - Employment District (E) and Division 4.28 - Industrial District (I).
2.2.3. Amendments to the uses and types of review in Montava shall be in accordance with LUC Section 4.29(I)(2) and Sections 2.2.10(A) and (B).

2.2.4. The following table is a summary of the permitted uses within the transects of Montava.

2.2.5. Uses are permitted by transect district, according to Table 2.1-1.

2.2.6. Multiple uses per lot and per building are permitted.

**TABLE 2.2-1. PERMITTED USES**

<table>
<thead>
<tr>
<th>USE</th>
<th>SUBCATEGORY</th>
<th>T2</th>
<th>T3.1</th>
<th>T3.2</th>
<th>T4</th>
<th>T5</th>
<th>S</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Single-family Detached (All)</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>Single-family Attached (All)</td>
<td></td>
<td></td>
<td>✓</td>
<td>✓</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>Two-family Dwellings (All)</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>Accessory Dwellings</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>Mixed-use Dwellings (All)</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>Extra Occupancy Rental House (All)</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>Group Home (All)</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>Multi-family up to 14 units per building</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>Multi-family over 14 units per building</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>Long-term Care Facilities</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>All Commercial/Retail Uses over 2,000 sf</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Commercial</td>
<td>All Commercial/Retail Uses under 2,000 sf</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>Food Membership Distribution Site</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>Food Catering or Small Food Product Production</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>Short-term Rental (Primary)</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>Bed &amp; Breakfast up to 6 rooms</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>Lodging Establishment up to 12 rooms</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Lodging</td>
<td>Lodging Establishment over 12 rooms</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>Workshop and Custom Small Industry</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Manufacturing</td>
<td>Light Industrial</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>Solar Energy Systems, small &amp; medium</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>Solar Energy Systems, large scale</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>USE</td>
<td>SUBCATEGORY</td>
<td>T2</td>
<td>T3.1</td>
<td>T3.2</td>
<td>T4</td>
<td>T5</td>
<td>S</td>
</tr>
<tr>
<td>----------------------------</td>
<td>--------------------------------------------------</td>
<td>----</td>
<td>------</td>
<td>------</td>
<td>----</td>
<td>----</td>
<td>---</td>
</tr>
<tr>
<td>All Educational Uses</td>
<td></td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Public Use</td>
<td></td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Minor Public Facilities</td>
<td></td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Major Public Facilities</td>
<td></td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public, Institutional</td>
<td>Neighborhood Support / Recreation Facilities</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Places of worship or assembly</td>
<td></td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Community Facilities</td>
<td></td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Parks and Recreation (All), Outdoor Amphitheaters</td>
<td></td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Open Lands</td>
<td></td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Agricultural</td>
<td>Plant Nurseries and Greenhouses</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Composting Facilities</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Farm Animals</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Agricultural Activities</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Value Added Agriculture</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Veterinary facilities, hospital</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Animal Boarding</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Open air farmers market</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>Urban Agriculture</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>Off-site construction staging</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>Parking garages, lots, and structures</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Misc.</td>
<td>Outdoor Vendor</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Accessory Uses</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>Accessory Buildings</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
</tbody>
</table>
2.3. USE RESTRICTIONS

2.3.1. Accessory Dwellings
   a. Accessory dwellings are subject to the standards of Section 5.9.

2.3.2. Adult Oriented Uses
   a. Adult oriented uses are not permitted.

2.3.3. Automobile Sales
   a. Automobile sales are permitted within storefront showrooms under 10,000 sf
   b. Parking lots related to a storefront showroom must be located behind the showroom
      building relative to front lot lines.

2.3.4. Automobile Service
   a. Service areas and vehicle storage and stacking must be located behind the main building
      relative to front and side street lot lines.

2.3.5. Equipment, Truck and Trailer Rental Establishments
   a. Equipment, truck and trailer rental establishments are not permitted.

2.3.6. Extra Occupancy Rental Houses
   a. Occupancy is limited to 2 people per bedroom plus 1 additional person.

2.3.7. Drive-Thrus
   a. Drive-thrus may not be located between the primary building and front or side street lot
      lines.
   b. Banks providing a drive-thru must also provide a minimum of one pedestrian-oriented
      automatic teller accessible from a front or side street lot line.
   c. Vehicle stacking must be accommodated on site or in shared parking areas.

2.3.8. Retail and Supply Yard Establishments with Outdoor Storage
   a. Retail and supply yard establishments with outdoor storage uses are not permitted.

2.3.9. Sales and Leasing of Mobile Homes, Farm Implements, Heavy Excavation Equipment
   a. Commercial uses that include sales and leasing of mobile homes, farm implements, or
      heavy excavation equipment are not permitted

2.3.10. Temporary Structures
   a. No structure of a temporary character, bus, motor home, camper, trailer, basement, tent,
      shack, garage, or other outbuilding may be used on any lot at any time as a residence,
      either temporarily or permanently.

2.3.11. Vehicle and Boat Sales and Leasing Establishment with Outdoor Storage
   a. Vehicle and boat sales and leasing establishments with outdoor storage are not permitted.

2.3.12. Vehicle Major Repair, Servicing and Maintenance Establishments
   a. Vehicle major repair, servicing and maintenance establishments are not permitted.

2.4. LAND USES BY TRANSECT DISTRICTS AND SPECIAL DISTRICTS

The following tables list the permitted land uses for each transect district and special district
within the PUD Master Plan, as well as the review type for each use. Land uses listed in the
PUD Master Plan are those which are anticipated at this point in time and others which may
be appropriate as the PUD Master Plan develops over time. In addition, but not listed
specifically, we anticipate a new PFA fire station will be located within the PUD Master
Plan. Since the final location has not been determined, we have added ‘Public Use’ as an
allowed use throughout the PUD Master Plan to support police or fire station uses in Montava.

2.4.1. Transect District T2 Rural/Farm

a. There is one (1) Land Use Code zone district (I) underlying Transect District T2. The following uses and types of review are permitted in Transect District T2; such uses and types of review modify the types of review and uses permitted in the underlying zone district.

<table>
<thead>
<tr>
<th>Transect District T2 Rural / Farm</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Uses</strong></td>
</tr>
<tr>
<td>Single-family Detached</td>
</tr>
<tr>
<td>Accessory Dwelling Unit (ADU)</td>
</tr>
<tr>
<td>Food membership distribution site</td>
</tr>
<tr>
<td>Food catering or small food product preparation</td>
</tr>
<tr>
<td>Neighborhood Support/rec facilities (general assembly)</td>
</tr>
<tr>
<td>Bed and breakfast up to 6 rooms</td>
</tr>
<tr>
<td>Lodging establishment (Inn up to 12 rooms)</td>
</tr>
<tr>
<td>Solar Energy Systems, small and medium</td>
</tr>
<tr>
<td>Public Use</td>
</tr>
<tr>
<td>Minor Public Facilities</td>
</tr>
<tr>
<td>Places of Worship or assembly</td>
</tr>
<tr>
<td>Community Facilities</td>
</tr>
<tr>
<td>Parks and Recreation</td>
</tr>
<tr>
<td>Open Lands</td>
</tr>
<tr>
<td>Plant Nurseries and Greenhouses</td>
</tr>
<tr>
<td>Composting Facilities</td>
</tr>
<tr>
<td>Farm Animals</td>
</tr>
<tr>
<td>Agricultural Activities</td>
</tr>
<tr>
<td>Value Added Agriculture</td>
</tr>
<tr>
<td>Animal Boarding</td>
</tr>
<tr>
<td>Open-air farmers market</td>
</tr>
<tr>
<td>Veterinary facilities, hospital</td>
</tr>
<tr>
<td>Urban Agriculture</td>
</tr>
<tr>
<td>Off-site construction staging</td>
</tr>
<tr>
<td>Outdoor Vendor</td>
</tr>
</tbody>
</table>
b. The Rural / Farm uses proposed for Transect District T2 are not contrary to the public good and satisfy the criteria of Land Use Code Section 4.29(E)(2):

i. The uses advance the purpose and objectives of the applicable PUD Overlay provisions set forth in LUC Sections 4.29 (A) and (B) and the principles and policies of the City’s Comprehensive Plan and other adopted plans and policies. See Subsections 2.2.A and 2.2.B and Chapter 10 of the Design Narrative. In addition, T2 is a key component of land use diversification, providing for an innovative Montava community design with the interaction of residential and mixed-use areas with the land’s agricultural heritage. Integrating the transect’s agrarian character into Montava is an innovative design component supporting the Mountain Vista Subarea Plan’s goals. Apart from large scale farming, T2 is intended to connect the community to local, productive, and organic agriculture.

ii. The Rural / Farm uses comply with applicable LUC provisions regarding the natural environment, including but not limited to water, air, noise, storm water management, wildlife, vegetation, wetlands and the natural functioning of the environment and must continue to comply with each preliminary development plan submitted pursuant to the PUD Master Plan. Transect District T2 continues the existing agricultural use of the property. The location of T2 represents the best agricultural soils on the property, which are currently in agricultural use and will continue in agricultural use. Adjacent to this low intensity transect district are large areas for storm water management and wildlife in a Natural Areas corridor. The Rural Farm uses will comply with all applicable LUC standards, except as modified in this PUD Master Plan.

iii. The Rural / Farm uses are compatible with the other uses proposed for Montava and with the uses permitted in the zone district or districts adjacent to T2. Transect District T2 establishes long-term agricultural use of a portion of Montava. This reflects the existing use of the property and other adjacent properties to the north which are outside of the Montava PUD Master Plan. It is also central to the goals of the Mountain Vista Subarea Plan. The agrarian urbanism theme of Montava is knitted together by the Farm and distributed community gardening and agriculture, which relates these uses to other areas within Montava.

iv. The Rural / Farm uses are appropriate for this transect district within the PUD Master Plan. Transect District T2 continues existing agricultural uses of the property and integrates agrarian urbanism themes into Montava as contemplated in the Mountain Vista Subarea Plan.

2.4.2. Transect District T3.1 Rural Neighborhood

a. There are two (2) Land Use Code zone districts (E and I) underlying Transect District T3.1. The following uses and types of review are permitted in Transect District T3.1; such uses and types of review modify the types of review and uses in the underlying zone districts.
Transect District T3.1 Rural Neighborhood

<table>
<thead>
<tr>
<th>Uses</th>
<th>Type of Review</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single-family detached</td>
<td>Type I</td>
</tr>
<tr>
<td>Accessory Dwelling Units</td>
<td>Type I</td>
</tr>
<tr>
<td>Short Term Rentals (Primary)</td>
<td>BDR</td>
</tr>
<tr>
<td>Solar Energy Systems, small and medium</td>
<td>Type I</td>
</tr>
<tr>
<td>Public and private schools-all levels</td>
<td>Type II</td>
</tr>
<tr>
<td>Public Use</td>
<td>BDR</td>
</tr>
<tr>
<td>Minor Public Facilities</td>
<td>Type I</td>
</tr>
<tr>
<td>Neighborhood Support / Recreation Facilities</td>
<td>Type I</td>
</tr>
<tr>
<td>Places of Worship or assembly</td>
<td>Type II</td>
</tr>
<tr>
<td>Community Facilities</td>
<td>Type I</td>
</tr>
<tr>
<td>Parks and Recreation</td>
<td>Type I</td>
</tr>
<tr>
<td>Open-air farmers market</td>
<td>BDR</td>
</tr>
<tr>
<td>Urban Agriculture</td>
<td>BDR</td>
</tr>
<tr>
<td>Off-site construction staging</td>
<td>BDR</td>
</tr>
<tr>
<td>Accessory uses</td>
<td>BDR</td>
</tr>
<tr>
<td>Accessory buildings</td>
<td>BDR</td>
</tr>
</tbody>
</table>

b. The Rural Neighborhood uses proposed for Transect District T3.1 are not contrary to the public good and satisfy the criteria of Land Use Code Section 4.29(E)(2):

i. The uses advance the purpose and objectives of the applicable PUD Overlay provisions set forth in Sections 4.29 (A) and (B) and the principles and policies of the City’s Comprehensive Plan and other adopted plans and policies. See Subsections 2.2.A and 2.2.B and Chapter 10 of the Design Narrative. In addition, T3.1 is used sparingly in Montava, as a means of transitioning from higher intensity transect districts to natural area and adjacent, lower intensity residential areas like Maple Hill. T3.1 assists in diversifying development, being a relative larger lot, single-family housing district, while the remainder of the site represents more internal mixing of intensities and uses. Its allocation towards the southeast and northwest edges of Montava demonstrates how mixed-use and mixed-intensity neighborhoods can transition in scale and intensity towards natural areas and low intensity uses like agriculture. T3.1 provides a character of building type and setback that introduces more space for natural landscaping. In addition, lighting standards designed for this district reinforce the dark sky environment of the natural areas; it is a key piece in light and intensity transition from active urban areas to nature. Compared with other districts, houses in T3.1 are more easily supported by residential PV systems and can orient rooms for solar gain. While not a particularly efficient land use alone, T3.1 transitions intensity from very efficient uses elsewhere
into natural area that may be negatively impacted by too much human intensity. T3.1 provides significant opportunities for accessory dwelling units, which increases its land use efficiency. Due to the district’s scale and limited use, amenities within this district are primarily trails adjacent to natural areas; the adjacent T3.2 and T4 districts provide additional amenities along with greater development intensity.

ii. The uses comply with applicable LUC provisions regarding the natural environment, including but not limited to water, air, noise, storm water management, wildlife, vegetation, wetlands and the natural functioning of the environment and must continue to comply with each preliminary development plan submitted pursuant to the PUD Master Plan. Transect T3.1 is low impact in nature and dark sky friendly lighting (LZ1) transitions well to natural areas, provides for more vegetative area, and connects Montava with nature in a gradual way. The larger lots provide for more on-site storm water mitigation through larger areas of pervious surface. An exclusively residential district, T3.1 buffers natural areas from more intensive noise and light of Transect Districts T4 and T5. Storm water management itself is a key design component of Montava, where natural topographic features define the location and functioning of constructed storm water systems. Storm water is managed through vegetated channels and distributed open spaces where it is cleaned and conveyed to regional systems. Some component of the storm water system passes through each of the transect districts. In T3.1, the storm water system is designed in a naturalistic manner and connects directly to systems in the natural areas.

iii. The uses are compatible with the other uses proposed for Montava and with the uses permitted in the zone district or districts adjacent to this transect district. Within the developed portions of Montava, the transect concept is used to ensure compatibility between uses across the site by incrementally transitioning intensity of use from lower intensity districts, T2 and T3.1, through the medium intensity district of T3.2, to the higher intensity districts of T4 and T5. The transect directs changes in use intensity, changes in building intensity, changes in intensity of impervious surfaces and landscaping, changes in hardness/softness of materials, and changes in lighting, all components of compatibility. Transect District T3.1 is used sparingly in Montava, as a means of transitioning from higher intensity districts to natural areas and adjacent, lower intensity residential areas like Maple Hill. Its use is similar to Transect District T3.2, which is typically the adjacent district, but at a slightly lower intensity.

iv. The uses are appropriate for this district within the PUD Master Plan. Transect District T3.1 is a component of development intensity envisioned in the Mountain Vista Subarea Plan. It is appropriate for use in limited quantities, as applied through the Montava design. Rural Neighborhood uses transition intensity to aid in compatibility with neighboring properties and natural areas.

2.4.3. Transect District T3.2 Sub-Urban Neighborhood

a. There are three (3) Land Use Code zone districts (LMN, E and I) underlying Transect District T3.2. The following uses and types of review are permitted in Transect District T3.2; such uses and types of review shall modify the types of review and uses in the underlying zone districts.
b. The Sub-Urban uses proposed for Transect District T3.2 are not contrary to the public good and satisfy the criteria of Land Use Code Section 4.29(E)(2):
   i. The uses advance the purpose and objectives of the applicable PUD Overlay provisions set forth in Sections 4.29 (A) and (B) and the principles and policies of the City’s Comprehensive Plan and other adopted plans and policies. See Subsections 2.2.A and 2.2.B and Chapter 10 of the Design Narrative. In addition, Transect District T3.2 is a key component of the mixed-use, mixed-intensity neighborhood structure of Montava. While not mixed-use, T3.2 provides for a mix in intensity, transitioning from lower intensity T3.1 areas to mixed-use, mixed-intensity T4 and T5. Transect District T3.2 is an area of diverse residential uses including single family, duplex, small multi-family, and limited non-residential components. Its allocation towards the southeast and northwest edges of Montava demonstrates how mixed-use and mixed-intensity neighborhoods can transition in scale and intensity towards lower intensity residential development and natural
areas. Transect District T3.2 provides open space in the form of greens, pocket parks, playgrounds, and linear open spaces with trails. Open space is distributed through residential areas, providing for direct or near direct access to amenities for most district residents. Community gardens are a key component of the district, whether in formal open spaces or informally located in alley areas and pedestrian ways, as contemplated by the Mountain Vista Subarea Plan. Transect District T3.2 is a more efficient use of land than T3.1, also a key component in the transect concept innovation of development intensity transitioning. Like T3.1, housing in T3.2 can easily provide roof area for residential PV systems and orientation of rooms for solar gain. Also similar to T3.1, T3.2 provides significant opportunities for accessory dwelling units, increasing land use efficiency.

ii. The uses comply with applicable LUC provisions regarding the natural environment, including but not limited to water, air, noise, storm water management, wildlife, vegetation, wetlands and the natural functioning of the environment and must continue to comply with each preliminary development plan submitted pursuant to the PUD Master Plan. Transect District T3.2 has moderate impact, and dark sky friendly lighting (LZ1) transitions well down to T3.1 areas and natural areas, and up to T4 and T5 areas. Its application buffers natural areas and systems from higher intensity development in Transect Districts T4 and T5. The medium sized lots provide for some on-site storm water mitigation through areas of pervious surface. Additional management is provided through multi-use civic greens and linear parks. Storm water management itself is a key design component of Montava, where natural topographic features define the location and functioning of constructed storm water systems. Storm water is managed through vegetated channels and distributed open spaces where it is cleaned and conveyed to regional systems. Some component of the storm water system passes through each of the transects and districts. In T3.2, the storm water system design accounts for adjacent development while transitioning to a more naturalistic design in T3.1 and natural areas.

iii. The uses are compatible with the other uses proposed for Montava and with the uses permitted in the zone district or districts adjacent to this transect district. Within the developed portions of Montava, the transect concept is used to ensure compatibility between uses across the site by incrementally transitioning intensity of use from lower intensity districts, T2 and T3.1, through the medium intensity district, T3.2, to the higher intensity districts, T4 and T5. This transect directs changes in use intensity, changes in building intensity, changes in intensity of impervious surfaces and landscaping, changes in hardness/softness of materials, and changes in lighting, all components of compatibility. Transect District T3.2 is moderate in intensity, similar to that of adjacent developments in Maple Hill, Lind, and Waterglen. T3.2 provides for a mix of housing types and conditions, while signaling the end of higher-intensity development at Montava’s Town Center and core neighborhoods. Its uses are limited, but in greater quantity than T3.1, transitioning towards the lower intensity northwest and southeastern edges.

iv. The uses are appropriate for this transect district within the PUD PUD Master Plan. Transect District T3.2 is a significant component of residential development intensity envisioned in the Mountain Vista Subarea Plan. It is appropriate for use in residential districts and is applied in relatively limited quantities through the
Montava design. The uses transition intensity to aid in compatibility with neighboring properties, natural areas, and T3.1.

2.4.4. Transect District T4 General Urban Neighborhood

a. There are three (3) Land Use Code zone districts (LMN, E and I) underlying Transect District T4. The following uses and types of review are permitted in Transect District T4; such uses and types of review modify the types of review and uses in the underlying zone districts.

<table>
<thead>
<tr>
<th>Uses</th>
<th>Type of Review</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single-family detached</td>
<td>BDR</td>
</tr>
<tr>
<td>Single-family attached</td>
<td>BDR</td>
</tr>
<tr>
<td>Two-family dwellings</td>
<td>BDR</td>
</tr>
<tr>
<td>Accessory Dwelling Unit</td>
<td>Type I</td>
</tr>
<tr>
<td>Mixed Use Dwellings</td>
<td>BDR</td>
</tr>
<tr>
<td>Extra occupancy rental house</td>
<td>BDR</td>
</tr>
<tr>
<td>Group Home</td>
<td>Type I</td>
</tr>
<tr>
<td>Multi-family (all)</td>
<td>BDR</td>
</tr>
<tr>
<td>Long term care facility (assisted living and independent living)</td>
<td>Type I</td>
</tr>
<tr>
<td>Commercial/Retails uses (under 2,000 sf)</td>
<td>Type I</td>
</tr>
<tr>
<td>Food membership distribution site</td>
<td>Type I</td>
</tr>
<tr>
<td>Food catering or small food product preparation</td>
<td>Type I</td>
</tr>
<tr>
<td>Short Term Rentals (Primary)</td>
<td>BDR</td>
</tr>
<tr>
<td>Bed and breakfast up to 6 rooms</td>
<td>Type I</td>
</tr>
<tr>
<td>Lodging establishment (Inn up to 12 rooms)</td>
<td>Type I</td>
</tr>
<tr>
<td>Solar Energy Systems, small and medium</td>
<td>Type I</td>
</tr>
<tr>
<td>Public and private schools-all levels</td>
<td>Type II</td>
</tr>
<tr>
<td>Public Use</td>
<td>BDR</td>
</tr>
<tr>
<td>Minor Public Facilities</td>
<td>Type I</td>
</tr>
<tr>
<td>Neighborhood Support/rec facilities (general assembly)</td>
<td>Type I</td>
</tr>
<tr>
<td>Places of worship or assembly (religious assembly)</td>
<td>Type II</td>
</tr>
<tr>
<td>Community Facilities</td>
<td>Type I</td>
</tr>
</tbody>
</table>
b. The General Urban Neighborhood uses proposed for Transect District T4 are not contrary to the public good and satisfy the criteria of Land Use Code Section 4.29(E)(2):

i. The uses advance the purpose and objectives of the applicable PUD Overlay provisions set forth in Sections 4.29 (A) and (B) and the principles and policies of the City’s Comprehensive Plan and other adopted plans and policies. See Subsections 2.2.A and 2.2.B and Chapter 10 of the Design Narrative. In addition, Transect District T4 is the most diverse of Montava’s districts, implementing mixed-use and mixed-intensity at the neighborhood scale. Transect T4 is the most widely applied transect in Montava’s plan. From a residential development standpoint, T4 ranges from small single-family dwellings through cottage clusters and townhomes, to multi-family and live-work units. From a non-residential development standpoint, T4 allows for a wide range of small-scale businesses to be integrated into the neighborhood fabric. The district allows for diverse and innovative development that can flex in intensity and character, allowing it to transition to medium intensity areas like T3.2 and Storybook, and to high intensity areas like T5. Transect District T4 district provides open space in the form of plazas, squares, greens, pocket parks, playgrounds, and linear open spaces with trails. Open space is distributed throughout the district and diversified in its format and recreational activities. At the smaller end, cottage cluster greens may be used for community gardens, social gathering space such as outdoor neighborhood kitchens, or play areas for children. At the larger end, plaza and squares provide space for higher intensity activities and unstructured sports. Transect District T4 is an area of very efficient land use, which retains a neighborhood character. These in-town neighborhood areas support activities in the Town Center and the Farm due to proximity, allowing residents convenient access to daily needs by walking and cycling. While providing PV systems is more challenging in T4, the smaller size of each unit reduces the amount of PV required, which is easily provided on rooftops and in parking areas. Numerous multi-dwelling or multi-tenant options increase the efficiency of T4, while the building form requirements maintain compatibility. In particular, T4 is where buildings cluster around active, shared open spaces, implementing many of the neighborhood fabric goals of the Mountain Vista Subarea Plan.

ii. The uses comply with applicable LUC provisions regarding the natural environment, including but not limited to water, air, noise, storm water management, wildlife, vegetation, wetlands and the natural functioning of the environment and must continue to comply with each preliminary development plan submitted pursuant to the PUD Master Plan. Transect District T4 is more human-oriented than natural, a
transition between the more naturalistic neighborhood districts of T3.2 and the very intense T5. T4 implements the LZ2 dark sky zone, which follows the transect transition in intensity. The small lots provide for limited on-site storm water mitigation, which is fulfilled primarily in open spaces – linear parks, civic greens, and clustered greens – and through storm water corridors. Storm water management itself is a key design component of Montava, where natural topographic features define the location and functioning of constructed storm water systems. Storm water is managed through vegetated channels and distributed open spaces where it is cleaned and conveyed to regional systems. Some component of the storm water system passes through each of the transect districts.

iii. The uses are compatible with the other uses proposed for Montava and with the uses permitted in the zone district or districts adjacent to this transect district. Within the developed portions of Montava, the transect concept is used to ensure compatibility between uses across the site by incrementally transitioning intensity of use from lower intensity districts, T2 and T3.1, through the medium intensity district, T3.2, to the higher intensity districts of T4 and T5. The transect directs changes in use intensity, changes in building intensity, changes in intensity of impervious surfaces and landscaping, changes in hardness/softness of materials, and changes in lighting, all components of compatibility. Transect District T4 is moderately high in intensity, transitioning from lower intensity areas like T3.2 and Storybook to T5. T4 provides for a mix of housing types and family configurations, and small, neighborhood-centric businesses. T4 is used broadly throughout Montava, buffered from lower intensity land uses by T3, and providing the neighborhood intensity needed to support Montava’s Town Center. T4 areas support retail and employment areas as well as providing the social and fiscal support needed for Montava’s open space amenities. Within Montava, T4 plays an important role in transitioning intensity to ensure compatibility. It is located adjacent to Storybook, which is equivalent to T3.2 within Montava, and it is located adjacent to Mountain Vista Drive and Giddings Road, arterial roadways which are best buffered from lower intensity residential uses by higher intensity uses that have harder materials, buffering noise.

iv. The uses are appropriate for this transect district within the PUD Master Plan. Transect District T4 is the primary component of residential and mixed-use neighborhood intensity envisioned in the Mountain Vista Subarea Plan. It is used broadly within Montava, appropriately buffered from existing residential uses. T4 is lower in intensity than the existing E and I zones. T4 is a component of LMN, which includes portions of T3 as well. The General Urban Neighborhood uses are key in supporting the more intensive non-residential areas of Montava.

2.4.5. Transect District T5 Urban Center / Mixed Use

a. There are three (3) Land Use Code zone districts (LMN, E and I) underlying Transect District T5. The following uses and types of review are permitted in Transect District T5; such uses and types of review modify the types of review and uses in the underlying zone districts.

<table>
<thead>
<tr>
<th>Transect District T5 Urban Center / Mixed Use</th>
<th>Uses</th>
<th>Type of Review</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Single-family detached</td>
<td>BDR</td>
</tr>
<tr>
<td></td>
<td>Single-family attached</td>
<td>BDR</td>
</tr>
<tr>
<td>Type of Use</td>
<td>Use</td>
<td></td>
</tr>
<tr>
<td>----------------------------------------------------------------</td>
<td>-----</td>
<td></td>
</tr>
<tr>
<td>Two-family dwellings</td>
<td>BDR</td>
<td></td>
</tr>
<tr>
<td>Accessory Dwelling Units</td>
<td>Type I</td>
<td></td>
</tr>
<tr>
<td>Mixed Use Dwellings</td>
<td>BDR</td>
<td></td>
</tr>
<tr>
<td>Extra occupancy rental house</td>
<td>BDR</td>
<td></td>
</tr>
<tr>
<td>Group Home</td>
<td>Type I</td>
<td></td>
</tr>
<tr>
<td>Multi-family (all)</td>
<td>BDR</td>
<td></td>
</tr>
<tr>
<td>Long term care facility (assisted living and independent living)</td>
<td>Type II</td>
<td></td>
</tr>
<tr>
<td>Commercial/Retail uses (all)</td>
<td>Type I</td>
<td></td>
</tr>
<tr>
<td>Food membership distribution site</td>
<td>Type I</td>
<td></td>
</tr>
<tr>
<td>Food catering or small food product preparation</td>
<td>Type I</td>
<td></td>
</tr>
<tr>
<td>Public and private schools-all levels</td>
<td>Type II</td>
<td></td>
</tr>
<tr>
<td>Short Term Rentals (Primary)</td>
<td>BDR</td>
<td></td>
</tr>
<tr>
<td>Bed and breakfast up to 6 rooms</td>
<td>Type I</td>
<td></td>
</tr>
<tr>
<td>Lodging establishment (Inn up to 12 rooms, over 12 rooms, and hotel)</td>
<td>Type II</td>
<td></td>
</tr>
<tr>
<td>Workshop and custom small industry</td>
<td>Type I</td>
<td></td>
</tr>
<tr>
<td>Light Industrial</td>
<td>Type II</td>
<td></td>
</tr>
<tr>
<td>Solar Energy Systems, small and medium</td>
<td>Type I</td>
<td></td>
</tr>
<tr>
<td>Public and private schools-all levels</td>
<td>Type II</td>
<td></td>
</tr>
<tr>
<td>Public Use</td>
<td>BDR</td>
<td></td>
</tr>
<tr>
<td>Minor Public Facilities</td>
<td>BDR</td>
<td></td>
</tr>
<tr>
<td>Major Public Facilities</td>
<td>Type I</td>
<td></td>
</tr>
<tr>
<td>Neighborhood Support/rec facilities (general assembly)</td>
<td>Type I</td>
<td></td>
</tr>
<tr>
<td>Places of worship or assembly (religious assembly)</td>
<td>Type II</td>
<td></td>
</tr>
<tr>
<td>Community Facilities</td>
<td>Type I</td>
<td></td>
</tr>
<tr>
<td>Parks and Recreation</td>
<td>Type I</td>
<td></td>
</tr>
<tr>
<td>Plant Nurseries and Greenhouses</td>
<td>Type II</td>
<td></td>
</tr>
<tr>
<td>Open-air farmers market</td>
<td>BDR</td>
<td></td>
</tr>
<tr>
<td>Urban Agriculture</td>
<td>BDR</td>
<td></td>
</tr>
<tr>
<td>Off-site construction staging</td>
<td>BDR</td>
<td></td>
</tr>
<tr>
<td>Parking garages, lots and structures</td>
<td>BDR</td>
<td></td>
</tr>
<tr>
<td>Outdoor vendor</td>
<td>BDR</td>
<td></td>
</tr>
<tr>
<td>Accessory uses</td>
<td>BDR</td>
<td></td>
</tr>
<tr>
<td>Accessory buildings</td>
<td>BDR</td>
<td></td>
</tr>
</tbody>
</table>
b. The Urban Center / Mixed Use uses proposed for Transect District T5 are not contrary to the public good and satisfy the criteria of Land Use Code Section 4.29(E)(2):

i. The uses advance the purpose and objectives of the applicable PUD Overlay provisions set forth in Sections 4.29 (A) and (B) and the principles and policies of the City’s Comprehensive Plan and other adopted plans and policies. See Subsections 2.2.A and 2.2.B and Chapter 10 of the Design Narrative. Transect District T5 is the intensive core of Montava. T5 is fully mixed-use and high intensity. Transect T5 is concentrated around the intersects of Mountain Vista Drive with Timberline Road and Giddings Road, implementing the Community Commercial and Employment components of the Mountain Vista Subarea Plan. In addition to commercial and employment, T5 includes a significant multi-family housing component, stand-alone and mixed-use. Direct integration between high intensity residential uses and commercial and employment areas is necessary for the success of those areas. Additionally, Montava’s T5 includes public institutions and affordable housing, located along the Mountain Vista Drive enhanced transportation corridor. T5 provides the greatest use diversity in Montava, in a concentrated format to promote vibrancy. Transect District T5 provides open space in the form of plazas, squares, compact greens, pocket parks, and linear open spaces with trails. Open space is distributed throughout the district and diversified in its format and recreational activities. Within the core of the district, open space areas are programmed with public institutions, recreational amenities, and designed for active social gathering. The use intensity and design formality of T5’s open spaces follows the transect innovation connecting development intensity with social and recreational intensity. The Town Center ~T5 ~ also supports the Community Park which is adjacent. A secondary area of T5 provides support to the Farm and adjacent neighborhoods in the northern end of Montava. Transect District T5 is an area of very efficient and intensive land use. By utilizing shared parking in T5, excessive parking areas and related drive aisles, curb cuts, and infrastructure is reduced, improving storm water management and heat island issues. Buildings in T5 are larger in scale than other districts, providing larger roof areas for PV, including flat roofs. Shared parking areas offer space for larger PV installations which will be privately managed. Overall, T5 is an important component of the Mountain Vista Subarea Plan, and a key cultural asset to Montava and the City.

ii. The uses comply with applicable LUC provisions regarding the natural environment, including but not limited to water, air, noise, storm water management, wildlife, vegetation, wetlands and the natural functioning of the environment and must continue to comply with each preliminary development plan submitted pursuant to the PUD Master Plan. Transect District T5 is a human-centric area, comprised of more hardscape than softscape. T5 includes more intense lighting, LZ3, noise, and little on-site storm water management. Storm water is managed collectively, fulfilled through shared spaces off-site. The intensity of T5 allows it to take as little space as possible, which provides for the transition to T4, T3.2, T3.1 and T2 prior to natural areas, limiting its impact. Storm water management itself is a key design component of Montava, where natural topographic features define the location and functioning of constructed storm water systems. Storm water is managed through vegetated channels and distributed open spaces where it is cleaned and conveyed to regional systems.
Some component of the storm water system passes through each of the transect districts.

iii. The uses are compatible with the other uses proposed for Montava and with the uses permitted in the zone district or districts adjacent of this transect district. Within the developed portions of Montava, the transect concept is used to ensure compatibility between uses across the site by incrementally transitioning intensity of use from lower intensity districts, T2 and T3.1, through the medium intensity district of T3.2, to the higher intensity districts of T4 and T5. The transect directs changes in use intensity, changes in building intensity, changes in intensity of impervious surfaces and landscaping, changes in hardness/softness of materials, and changes in lighting, all components of compatibility. Transect District T5 is the highest intensity district, fully mixed-use. It fulfills the goals of mixed-use commercial and employment areas envisioned in the Mountain Vista Subarea Plan. T5 is buffered from lower intensity residential uses by T4, ensuring compatibility. The location of T5 supports the Mountain Vista Subarea Plan’s Community Commercial and Employment core, providing a compatible use with future development south of Mountain Vista. Its location along Mountain Vista Drive is also supportive of the capacity of the roadway, its impact on adjacent uses, and the enhanced transportation corridor designation.

iv. The uses are appropriate for this transect district within the PUD Mast Plan. Transect District T5 is the primary mixed-use commercial and employment component of Montava, supporting the form envisioned in the Mountain Vista Subarea Plan. T5 is closely related to the uses and intensities of the existing E zone. It is located along the most intensive arterial roadways in the area, and their intersections.

2.4.6. (S) - Natural Areas and Stormwater Special District

a. There are two (2) Land Use Code zone districts (E and I) underlying the (S) - Natural Areas and Stormwater Special District. The following uses and types of review are permitted in (S); such uses and types of review modify the types of review and uses in the underlying zone districts.

<table>
<thead>
<tr>
<th>(S) - Natural Areas and Stormwater Special District</th>
<th>Type of Review</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Use</td>
<td>BDR</td>
</tr>
<tr>
<td>Minor Public Facilities</td>
<td>Type I</td>
</tr>
<tr>
<td>Parks and Recreation</td>
<td>Type I</td>
</tr>
<tr>
<td>Open Lands</td>
<td>BDR</td>
</tr>
<tr>
<td>Urban Agriculture</td>
<td>Type I</td>
</tr>
<tr>
<td>Off-site construction staging</td>
<td>BDR</td>
</tr>
<tr>
<td>Accessory buildings</td>
<td>BDR</td>
</tr>
<tr>
<td>Accessory uses</td>
<td>BDR</td>
</tr>
</tbody>
</table>
b. The uses proposed for (S) – Natural Areas and Stormwater Special District are not contrary to the public good and satisfy the criteria of Land Use Code Section 4.29(E)(2):

i. The uses advance the purpose and objectives of the applicable PUD Overlay provisions set forth in Sections 4.29 (A) and (B) and the principles and policies of the City’s Comprehensive Plan and other adopted plans and policies. See Subsections 2.2.A and 2.2.B and Chapter 10 of the Design Narrative. In addition, the (S) - Natural Areas and Stormwater Special District is designed to combine significant areas of off-site stormwater management with natural areas to create a lasting amenity that protects wildlife corridors. While the (S) District is generally located along the Cooper Slough, Montava’s design incorporates key trail connections throughout the community which extend the impact of the natural area. Along the transect, this natural area district provides a respite from development. Within the (S) District, development is severely limited, focused on providing public amenities along with regional storm water management. This district provides an amenity to Montava as well as the City as a whole, expanding natural areas protection and connecting trail systems.

ii. The uses comply with applicable LUC provisions regarding the natural environment, including but not limited to water, air, noise, storm water management, wildlife, vegetation, wetlands and the natural functioning of the environment and must continue to comply with each preliminary development plan submitted pursuant to the PUD Master Plan. The (S) - Natural Areas and Stormwater Special District assists surrounding areas and portions of Montava with storm water compliance. Severely limited in development, the district provides a respite from noise and light for wildlife and large areas for vegetation.

iii. The uses are compatible with the other uses proposed for Montava and with the uses permitted in the zone district or districts adjacent to this district. Within the developed portions of Montava, the transect [I do not know what to use here if this is a District because I do not know if “District concept” makes sense.]concept is used to ensure compatibility between uses across the site by incrementally transitioning intensity of use from lower intensity districts, T2 and T3.1, through the medium intensity district of T3.2, to the higher intensity districts, T4 and T5. The transect directs changes in use intensity, changes in building intensity, changes in intensity of impervious surfaces and landscaping, changes in hardness/softness of materials, and changes in lighting, all components of compatibility. The (S) - Natural Areas and Stormwater Special District provides the lowest intensity of land use in the form of natural lands. This district provides amenities to adjacent districts.

iv. The uses are appropriate for the district within the PUD Master Plan. The (S) - Natural Areas and Stormwater Special District is necessary for managing off-site storm water in the Cooper Slough, and storm water produced through the development. Its location follows pre-existing water flows, which also serves to buffer new development from adjacent industrial uses.

2.4.7. (I) - Industrial and Employment Special District

a. There is one (1) Land Use Code zone district (I) underlying the (I) - Industrial and Employment Special District. The following uses and types of review are permitted in the (I) - Industrial and Employment Special District; such uses and types of review modify the types of review and uses in the underlying zone district including the
provisions of LUC Sec. 4.27(D)(2) which categorize uses as primary or secondary and limit the area of secondary uses.

<table>
<thead>
<tr>
<th>(I) - Industrial and Employment Special District</th>
<th>Type of Review</th>
</tr>
</thead>
<tbody>
<tr>
<td>All uses in the I-Industrial zone district of the LUC</td>
<td>Per LUC</td>
</tr>
<tr>
<td>All uses in the E-Employment zone district of the LUC</td>
<td>Per LUC</td>
</tr>
<tr>
<td>Public Use</td>
<td>Per LUC</td>
</tr>
<tr>
<td>Accessory buildings</td>
<td>Per LUC</td>
</tr>
<tr>
<td>Accessory uses</td>
<td>Per LUC</td>
</tr>
</tbody>
</table>

b. The uses proposed for the (I) - Industrial and Employment Special District are not contrary to the public good and satisfy the criteria of Land Use Code Section 4.29(E)(2):

i. The uses advance the purpose and objectives of the applicable PUD Overlay provisions set forth in Sections 4.29 (A) and (B) and the principles and policies of the City’s Comprehensive Plan and other adopted plans and policies. See Subsections 2.2.A and 2.2.B and Chapter 10 of the Design Narrative. In addition, note that the new (I) - Industrial and Employment Special District continues and expands upon the uses envisioned in the Mountain Vista Subarea Plan. The (I) - Industrial and Employment Special District allows for a combination of the various employment and industrial uses defined in the LUC and, without the distinction between primary and secondary uses and without a maximum amount of secondary uses as set forth in LUC Sec. 4.27(D)(2), this array of uses provides the best opportunities for success in attracting employment and industrial users and the ability to respond to market conditions and demands. The combination of both employment and industrial uses diversifies the overall uses within Montava.

ii. The uses comply with applicable LUC provisions regarding the natural environment, including but not limited to water, air, noise, storm water management, wildlife, vegetation, wetlands and the natural functioning of the environment and must continue to comply with each preliminary development plan submitted pursuant to the PUD Master Plan. Development in the (I) - Industrial and Employment District will comply with applicable LUC provisions regarding the natural environment.

iii. The uses are compatible with the other uses proposed for Montava and with the uses permitted in the zone district or districts adjacent to this district. The portion of Montava where the (I) - Industrial and Employment District is located is cut off from the remainder of the development by industrial uses, and a railway. The area itself is further isolated by the freeway and canal and adjacent storm water management areas. The Industrial District is an area in isolation, which is ideal for many industrial and employment uses.

iv. The uses are appropriate for the property or properties within the PUD Overlay: The (I) - Industrial and Employment Special District allows for a wide variety of
industrial and employment uses and provides diversification to the overall PUD Overlay.

2.4.8.  (P) - Community Park Special District
a. There are two (2) Land Use Code zone districts (LMN and E) underlying the (P) - Community Park Special District. The following uses and types of review are permitted in the (P) - Community Park Special District; such uses and types of review modify the types of review and uses in the underlying zone districts.

<table>
<thead>
<tr>
<th>(P) - Community Park Special District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Uses</td>
</tr>
<tr>
<td>Community Park</td>
</tr>
<tr>
<td>Public Use</td>
</tr>
<tr>
<td>Accessory buildings</td>
</tr>
<tr>
<td>Accessory uses</td>
</tr>
</tbody>
</table>

2.4.9.  Poudre School (PSD) Special District
a. There is one (1) Land Use Code zone district (E) underlying the Poudre School (PSD) Special District. The following uses and types of review are permitted in the Poudre School (PSD) Special District; such uses and types of review modify the types of review and uses in the underlying zone district.

<table>
<thead>
<tr>
<th>Poudre School (PSD) Special District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Uses</td>
</tr>
<tr>
<td>Public and private schools for elementary, intermediate and high school education, and for vocational and technical training</td>
</tr>
<tr>
<td>Public Use</td>
</tr>
<tr>
<td>Accessory buildings</td>
</tr>
<tr>
<td>Accessory uses</td>
</tr>
</tbody>
</table>
3. DENSITY

3.1. REQUEST FOR MODIFIED DENSITIES

3.1.1. Section 4.29(G)(1) allows for the modification of densities set forth in the LUC as part of a PUD Master Plan provided such modified densities satisfy the criteria of LUC Sections 4.29(E)(2)(a) through (d).

3.1.2. The modified densities in Chapter 3 shall apply to all development in the Montava PUD Master Plan. Such densities modify all LUC standards related to density in Article 3 and Divisions 4.5, 4.27 and 4.28 of the LUC.

3.1.3. Amendments to the approved densities of this Montava PUD Master Plan shall be in accordance with LUC Section 4.29(I)(2) and Sections 2.2.10(A) and (B).

3.2. DESCRIPTION OF MODIFIED DENSITIES

3.2.1. The densities below are calculated for each anticipated development phase of Montava. The densities represent estimates of the minimum and maximum numbers of dwelling units per net developable area per phase, with net developable area estimated to be approximately sixty to seventy percent (60-70%) of the gross acreage of each phase. Net developable area will be calculated per current LUC definition for same at the time of development of the individual phase. Note that the portions of each development phase that are located in the Industrial and Employment District or in the T2 Rural / Farm Transect are excluded from the phase size and the density calculations for that phase, since the developed uses will be primarily nonresidential. Accessory dwelling units are not counted in the calculations of minimum and/or maximum densities. For informational purposes, this type of dwelling unit is estimated to add additional density at the rate specified in Table 3-1.1.

3.2.2. The boundaries of the phases identified in Table 3.1-1 are generally depicted on the Conceptual Development Phasing Plan shown below in Figure 2. The exact size, timing, order, and commencement and completion dates of all phases of development are dependent upon market conditions. The Applicant anticipates that development phase boundaries may be adjusted over the 25 to 30-year build out of Montava, generally pursuant to minor amendments of the Development Phasing Plan for the Montava PUD Master Plan.

3.3. DENSITY BY PHASE

3.3.1. Each development phase in Montava is limited in density as specified in Table 3-1.1.
   a. Industrial portions of each phase are not included in the phase size or density calculations. Industrial areas do not include density limitations.
   b. T2 portions of each phase are not included in the phase size or density calculations. T2 is agricultural in nature and falls well below density thresholds.
   c. Phase size is an estimate following graphic phase boundaries and may vary in phase submittals.

3.3.2. Density is calculated as the total number of dwelling units divided by the net developable area of each phase, including lots and alleys, and excluding streets and open spaces.
   a. Net developable area is estimated as 60-70% of the gross area of each phase and may vary in phase submittals.
b. Accessory dwelling units are estimated to add additional net density at the rate specified in Table 3-1.1.

c. Following existing zone districts in the Land Use Code, maximum density is not specified. Maximum density is limited by use, lot size, and parking requirements.

d. Phases E, H and I do not define a minimum density as these areas include a significant non-residential component, supported by adjacent housing in other phases.

Figure 2- Conceptual Development Phasing Plan
### TABLE 3.3-1. DENSITY BY PHASE

<table>
<thead>
<tr>
<th>PHASE</th>
<th>SIZE</th>
<th>MINIMUM DENSITY</th>
<th>ADD. ADU DENSITY</th>
<th>T3.1</th>
<th>T3.2</th>
<th>T4</th>
<th>T5</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>41.87 ac</td>
<td>7 du/ac</td>
<td>6 du/ac</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>41.87 ac</td>
<td>7 du/ac</td>
<td>7 du/ac</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>C</td>
<td>16.42 ac</td>
<td>10 du/ac</td>
<td>3 du/ac</td>
<td>✓</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>51.6 ac</td>
<td>10 du/ac</td>
<td>3 du/ac</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>35.67 ac</td>
<td>n/a</td>
<td>2 du/ac</td>
<td>✓</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>F</td>
<td>20.64 ac</td>
<td>18 du/ac</td>
<td>2 du/ac</td>
<td>✓</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>G</td>
<td>38.34 ac</td>
<td>10 du/ac</td>
<td>3 du/ac</td>
<td>✓</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>H</td>
<td>16.17 ac</td>
<td>n/a</td>
<td>0 du/ac</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>I</td>
<td>28.89 ac</td>
<td>n/a</td>
<td>0 du/ac</td>
<td></td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>J</td>
<td>38.88 ac</td>
<td>7 du/ac</td>
<td>5 du/ac</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>K</td>
<td>39.75 ac</td>
<td>10 du/ac</td>
<td>3 du/ac</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>L</td>
<td>50.69 ac</td>
<td>7 du/ac</td>
<td>5 du/ac</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>M</td>
<td>23.66 ac</td>
<td>10 du/ac</td>
<td>3 du/ac</td>
<td>✓</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Farm / N / O</td>
<td>n/a</td>
<td>n/a</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### TABLE 3.3-2. DENSITIES OF EXISTING UNDERLYING ZONE DISTRICTS

<table>
<thead>
<tr>
<th>ZONE DISTRICT</th>
<th>MINIMUM DENSITY</th>
<th>MAXIMUM DENSITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>L-M-N</td>
<td>&lt;20 acres = 4 du/ac &gt;20 acres = 3 du/ac</td>
<td>12 du/ac</td>
</tr>
<tr>
<td>Employment</td>
<td>7 du/ac</td>
<td>n/a</td>
</tr>
<tr>
<td>Industrial</td>
<td>n/a</td>
<td>n/a</td>
</tr>
</tbody>
</table>
3.4. JUSTIFICATION FOR DENSITY MODIFICATIONS

3.4.1. There are four LUC criteria for the modification of densities in LUC Sections 4.29(G)(a) through (d). As required by Section 4.29(G)(a), the modified densities in this Chapter 3 are consistent with the purposes and advance the objectives of the PUD Overlay as described in LUC Sections 4.29 (A) and (B); please see the explanation in Chapter 2.2 of the Design Narrative. The modified densities are also consistent with numerous principles and policies of the City adopted plans and policies as required by Section 4.29(G)(d). See the list of such principles and policies set forth in Chapter 10 of the Design Narrative.

3.4.2. As required by Sections 4.29(G)(b) and (c), such modified densities significantly advance and are necessary for the achievement of the development objectives of Montava as described in Chapter 2 of the Design Narrative. Montava’s neighborhoods range in density similar to the range described by the Land Use Code categories of Low Density Mixed-Use Neighborhood District (L-M-N), Medium Density Mixed-Use Neighborhood District (M-M-N), and High Density Mixed-Use Neighborhood District (H-M-N). The layout of neighborhoods and Commercial Centers is also similar to that anticipated by the LUC’s mixed-use districts, with low density neighborhoods clustered around medium and high-density neighborhoods, centered on community commercial. Current zoning of the site includes districts L-M-N, which has a minimum density of 3 and 4 du/ac and a maximum density of 12 du/ac, zone district E which has a minimum density of 7 du/ac but not maximum density, and I, which does not have maximum nor minimum density standards. Montava’s arrangement of neighborhoods, which is directly supportive of the LUC’s mixed-use districts intent, follows boundaries that differ from the underlying zoning. Overall, the neighborhoods layout supports the minimum density goals of efficient use of land, while the site in general is not significantly encumbered by maximum density restrictions.

3.4.3. The density modifications are designed to align allowable densities with the neighborhood structure of Montava, which differs from the underlying zoning. Respecting existing adjacent development, those neighborhoods in Montava nearest existing development are assigned a density range that is similar to existing L-M-N zoning in those areas. In the remaining neighborhoods of Montava, densities are designed to implement low, medium, and high density mixed-use, clustered in the format anticipated by the LUC’s mixed-use districts intent. The densities reflect a wide range of housing types in each neighborhood, a standard which exists in the LUC’s L-M-N zone, but not in the other mixed-use districts. Implementing varied housing types and uses in each neighborhood leads to greater diversification in support of the intent of mixed-use.

3.4.4. In addition to base density, the additional density is provided by Accessory Dwelling Units (ADUs). ADUs support many City goals, including more efficient use of land and affordable housing. However the density standards in the LUC do not currently account for ADUs, particularly in the L-M-N zone which has maximum density restrictions. Interestingly, it is in the low intensity mixed-use condition that ADUs have the most potential, where there is a higher prevalence of larger lots and potential for detached or semi-detached garages. The PUD Master Plan provides density increases commensurate with each area’s potential for including Accessory Dwelling Units.
4. DEVELOPMENT STANDARDS OVERVIEW

4.1. REQUEST FOR MODIFIED DEVELOPMENT STANDARDS

4.1.1. The ability to utilize a set of customized development standards to achieve flexibility in the design of a large, complex master plan is a key component of a PUD Overlay and the Montava PUD Master Plan. The modified development standards in the subsequent Chapters are crafted to enable the realization of the Montava development concept and vision which, in turn, will provide benefits to the community that would not otherwise be achievable.

4.1.2. Pursuant to LUC Section 4.29(G)(1), the LUC requirements in Article 3 and in Division 4.5 - Low Density Mixed-Use Neighborhood District (L-M-N), Division 4.27 - Employment District (E) and Division 4.28 - Industrial District (I) of Article 4 of the LUC which are related to the subject matter of Chapters 5 through 13 are modified by the approval of the development standards in Chapters 5 through 13.

4.1.3. Amendments to the approved development standards of this Montava PUD Master Plan shall be in accordance with LUC Section 4.29(I)(2) and Sections 2.2.10(A) and (B).

4.2. DESCRIPTION OF MODIFIED DEVELOPMENT STANDARDS

4.2.1. The modified development standards in Chapters 5 through 13 include standards related to the following: Lots and Buildings (lot size and coverage, setbacks, height, building orientation and frontage, shopfronts, fences and walls, and lighting); Parking (vehicular and bicycle location, access and landscaping); Landscaping (materials and plant lists); Signage (type, number and area); Architectural Character; Civic Space (location, size and programming) and related Definitions.

4.2.2. Montava’s design relies upon coordination between development standards and the PUD Master Plan to achieve community goals. Generally, the development standards and design of Montava are aligned with the vision and goals of the LUC; both intend to produce walkable, mixed-use places with buildings and open spaces that work together harmoniously and in support of a shared public and social fabric. The LUC, however, addresses new development and changes to existing development in ways that are not necessarily expressive of LUC goals, with an incremental application of standards that encourages existing development to align more closely with contemporary goals. It is a hybrid code, including progressive form-based code elements with conventional elements addressing legacy development patterns. Montava’s development standards effectively direct form-centric development by their ability to be targeted, as opposed to being applicable to a wide variety of potential applications. Montava’s plan and development standards together craft design of the project which, in turn, creates a large, diverse, walkable, mixed-use community and an interconnected series of neighborhoods, centers, and open spaces.

4.3. COMPLIANCE WITH CRITERIA OF LUC 4.29(G)(3)

4.3.1. There are four LUC criteria for modification of development standards in LUC Sections 4.29(G)(a) through (d). As required by Section 4.29(G)(a), the modified development standards in Chapters 5 through 13 are consistent with the purposes and advance the objectives of the PUD Overlay as described in LUC Sections 4.29 (A) and (B); see the explanation in Chapter 2.2 of the Design Narrative. The modified development standards are also consistent with numerous principles and policies of the City adopted plans and policies as required by Section 4.29(G)(d). See the list of such principles and policies in
Chapter 10 of the Design Narrative. Following each Chapter is an in-depth explanation of how such modified development standards advance and are necessary for the achievement of the development objectives of Montava, as required by Sections 4.29(G)(b) and (c), which development objectives are more generally described in Chapter 2 of the Design Narrative.
5. LOTS AND BUILDINGS

5.1. OVERVIEW

5.1.1. The development standards of this Chapter 5 for Lots and Buildings shall apply to all development in the Montava PUD Master Plan. Such development standards modify all LUC standards in Article 3 and Divisions 4.5, 4.27 and 4.28 thereof which regulate lot size, lot occupation and coverage, building setbacks and height, building orientation, housing type and model variety, building and lot frontages, yards, shopfront design, fencing and walls, accessory dwelling units, solar orientation and exterior lighting, with the exception of Division 3.8, Supplemental Regulations, which are the subject of Chapter 12.

5.2. SUMMARY OF STANDARDS

5.2.1. Tables 5.2-1 through 5.2-4 summarize a subset of standards applicable to transect districts, specified within this and other Chapters, for quick reference.

a. Should there be a conflict between the standards summarized in Tables 5.2-1 through 5.2-4 and the standards specified elsewhere in text and tables, the standards specified elsewhere in text and tables prevails.
### TABLE 5.2-1. T5 STANDARDS SUMMARY

#### SETBACKS ILLUSTRATED

<table>
<thead>
<tr>
<th>LOTS</th>
<th>FRONTAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>A  Lot Width</td>
<td>20 ft. - 500 ft.</td>
</tr>
<tr>
<td>B  Lot Depth</td>
<td>30 ft. min.</td>
</tr>
<tr>
<td>Lot Area</td>
<td>200,000 sf. max.</td>
</tr>
<tr>
<td>Occupation / Coverage</td>
<td>90% max. / 100% max.</td>
</tr>
</tbody>
</table>

#### SETBACKS: ALL STRUCTURES

| C  Front       | 2 ft. - 12 ft.                                                          |
| D  Side Street | 2 ft. - 12 ft.                                                          |
| E  Side        | 0 ft. or 5 ft. min.                                                     |
| F  Rear & Rear Alley | 0 ft. min. & 15 ft. min. From Alley Centerline |

| Permitted Yard Types         | Urban, Pedestrian Forecourt, Shallow, Door |
| Glazing - Ground Floor       | 60% - 90% |
| Glazing - Upper Floors       | 30% - 60% |
| Projections                  | Arcade, Gallery, Canopy, Marquee, Awning |

#### BUILDING HEIGHT

| Principal Building           | 4 stories max. |
| Outbuildings & Structures    | 4 stories max. |

#### STORY HEIGHT

| Ground Floor Residential     | 10 ft. - 18 ft. |
| Ground Floor Non-residential | 16 ft. - 25 ft. |
| Upper Stories                | 10 ft. - 14 ft. |
### TABLE 5.2-2. T4 STANDARDS SUMMARY

#### SETBACKS ILLUSTRATED

<table>
<thead>
<tr>
<th>Lots</th>
<th>Frontage</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Lots</strong></td>
<td>Fenced, Shallow, Permitted Yard Types</td>
</tr>
<tr>
<td>A Lot Width</td>
<td>Forecourt, Door, Cottage Court</td>
</tr>
<tr>
<td>20 ft. - 250 ft.</td>
<td></td>
</tr>
<tr>
<td>B Lot Depth</td>
<td>Glazing - Ground Floor</td>
</tr>
<tr>
<td>50 ft. min.</td>
<td>30% - 50%</td>
</tr>
<tr>
<td>C Lot Area</td>
<td>Glazing - Upper Floors</td>
</tr>
<tr>
<td>60,000 sf. max.</td>
<td>30% - 50%</td>
</tr>
<tr>
<td><strong>Setbacks: Principal Buildings</strong></td>
<td>Projections</td>
</tr>
<tr>
<td>C Front</td>
<td>Enclosed Porch, Open</td>
</tr>
<tr>
<td>8 ft. - 16 ft.</td>
<td>Porch, Stoop, Terrace</td>
</tr>
<tr>
<td>D Side Street</td>
<td>Building Height</td>
</tr>
<tr>
<td>6 ft. min.</td>
<td>Principal Building</td>
</tr>
<tr>
<td>E Side</td>
<td>3 stories max.</td>
</tr>
<tr>
<td>0 ft. or 5 ft. min.</td>
<td>Outbuildings &amp; Structures</td>
</tr>
<tr>
<td>F Rear &amp; Rear Alley</td>
<td>2 stories max.</td>
</tr>
<tr>
<td>0 ft. min. &amp; 15 ft. min. From Alley Centerline</td>
<td><strong>Story Height</strong></td>
</tr>
<tr>
<td><strong>Setbacks: Outbuildings</strong></td>
<td>Ground Floor</td>
</tr>
<tr>
<td>Front</td>
<td>10 ft. - 14 ft.</td>
</tr>
<tr>
<td>2 ft. min.</td>
<td>Upper Stories</td>
</tr>
<tr>
<td>Side Street</td>
<td>8 ft. - 12 ft.</td>
</tr>
<tr>
<td>2 ft. min.</td>
<td>Side</td>
</tr>
<tr>
<td>0 ft. or 5 ft. min.</td>
<td>Rear &amp; Rear Alley</td>
</tr>
<tr>
<td>Rear &amp; Rear Alley</td>
<td>0 ft. min. &amp; 15 ft. min. From Alley Centerline</td>
</tr>
</tbody>
</table>
### TABLE 5.2-3. T3.2 STANDARDS SUMMARY

**SETBACKS ILLUSTRATED**

<table>
<thead>
<tr>
<th>LOTS</th>
<th>FRONTAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Lot Width</td>
<td>30 ft. min.</td>
</tr>
<tr>
<td>B Lot Depth</td>
<td>70 ft. min.</td>
</tr>
<tr>
<td>C Lot Area</td>
<td>No max.</td>
</tr>
<tr>
<td>Occupation / Coverage</td>
<td>70% max. / 75% max.</td>
</tr>
</tbody>
</table>

#### SETBACKS: PRINCIPAL BUILDINGS

| C Front       | 12 ft. min.                                           |
| D Side Street | 6 ft. min.                                            |
| E Side        | 6 ft. min.                                            |
| F Rear        | 12 ft. min.                                           |
| G Rear Alley  | 15 ft. min. From Alley Centerline                     |

#### SETBACKS: OUTBUILDINGS

| H Front       | 2 ft. min.                                            |
| I Side Street | 4 ft. min.                                            |
| J Side        | 6 ft. min.                                            |
| K Rear        | 6 ft. min.                                            |
| L Rear Alley  | 15 ft. min. From Alley Centerline                     |

#### FRONTAGE

| Permitted Yard Types       | Continuous Yard                                      |
| Glazing - Ground Floor     | n/a                                                   |
| Glazing - Upper Floors     | n/a                                                   |
| Projections                | Enclosed Porch, Open Porch, Stoop                    |

#### BUILDING HEIGHT

| Principal Building         | 2 stories max.                                       |
| Outbuildings & Structures  | 2 stories max.                                       |

#### STORY HEIGHT

| Ground Floor               | 9 ft. - 12 ft.                                       |
| Upper Stories              | 8 ft. - 10 ft.                                       |
# TABLE 5.2-4. T3.1 STANDARDS SUMMARY

## SETBACKS ILLUSTRATED

<table>
<thead>
<tr>
<th>LOTS</th>
<th>FRONTAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Lot Width</td>
<td>Permitted Yard Types</td>
</tr>
<tr>
<td>B Lot Depth</td>
<td>Glazing - Ground Floor</td>
</tr>
<tr>
<td>Lot Area</td>
<td>Glazing - Upper Floors</td>
</tr>
<tr>
<td>Occupation / Coverage</td>
<td>Projections</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SETBACKS: PRINCIPAL BUILDINGS</th>
<th>BUILDING HEIGHT</th>
</tr>
</thead>
<tbody>
<tr>
<td>C Front</td>
<td>Principal Building</td>
</tr>
<tr>
<td>D Side Street</td>
<td>Outbuildings &amp; Structures</td>
</tr>
<tr>
<td>E Side</td>
<td>STORY HEIGHT</td>
</tr>
<tr>
<td>F Rear</td>
<td>Ground Floor</td>
</tr>
<tr>
<td>G Rear Alley</td>
<td>Upper Stories</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SETBACKS: OUTBUILDINGS &amp; STRUCTURES</th>
</tr>
</thead>
<tbody>
<tr>
<td>H Front</td>
</tr>
<tr>
<td>I Side Street</td>
</tr>
<tr>
<td>J Side</td>
</tr>
<tr>
<td>K Rear</td>
</tr>
<tr>
<td>L Rear Alley</td>
</tr>
</tbody>
</table>
5.3. LOT SIZE

5.3.1. Lot size must meet the minimum standards specified in Table 5.2-1.

<table>
<thead>
<tr>
<th>DISTRICT</th>
<th>WIDTH</th>
<th>DEPTH</th>
<th>AREA</th>
</tr>
</thead>
<tbody>
<tr>
<td>T5</td>
<td>20 ft. min.</td>
<td>30 ft. min.</td>
<td>200,000 sf. max.</td>
</tr>
<tr>
<td></td>
<td>500 ft. max.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>T4</td>
<td>20 ft. min.</td>
<td>50 ft. min.</td>
<td>60,000 sf. max.</td>
</tr>
<tr>
<td></td>
<td>250 ft. max.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>T3.2</td>
<td>30 ft. min.</td>
<td>70 ft. min.</td>
<td>No max.</td>
</tr>
<tr>
<td>T3.1</td>
<td>50 ft. min.</td>
<td>80 ft. min.</td>
<td>No max.</td>
</tr>
</tbody>
</table>

5.4. LOT OCCUPATION AND COVERAGE

5.4.1. Buildings and covered structures are limited in the total area they may occupy as a percentage of the gross lot area as specified in Table 5.3-1 as occupation.

5.4.2. Impervious surfaces are limited in the total area they may occupy as a percentage of the gross lot area as specified in Table 4.3-1 as coverage.

a. Lot coverage categories for the purpose of the Fort Collins Stormwater Criteria Manual are allocated as follows:
   i. T5 is equivalent to Commercial or Residential High Density;
   ii. T4 is equivalent to Residential High Density;
   iii. T3.2 is equivalent to Residential Medium Density; and
   iv. T3.1 is equivalent to Residential Low Density.

<table>
<thead>
<tr>
<th>DISTRICT</th>
<th>OCCUPATION</th>
<th>COVERAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>T5</td>
<td>90% max.</td>
<td>100% max.</td>
</tr>
<tr>
<td>T4</td>
<td>80% max.</td>
<td>90% max.</td>
</tr>
<tr>
<td>T3.2</td>
<td>70% max.</td>
<td>75% max.</td>
</tr>
<tr>
<td>T3.1</td>
<td>60% max.</td>
<td>65% max.</td>
</tr>
</tbody>
</table>
5.5. SETBACKS

5.5.1. Required Setbacks

a. All structures must be set back from the lot boundaries as specified in Table 5.4-1, as illustrated in Tables 5.1-1 to 5.1-4 and Table 5.4-2, and as follows:

i. Front specifies the setback from the front lot line.
   1. Elements that project forward from frontage facades are permitted to project into front setbacks as specified in Section 5.7.6.
   2. The front lot line is the lot line associated with the address.
   3. In T5 and T4, townhouses may exceed the maximum setback when designed with a door yard frontage yard.

ii. Side Street specifies the setback from any lot line abutting a street other than the front lot line.
   1. In T5 and T4, where there are multiple structures on one lot, the side street maximum setback applies to only the nearest structure.
   2. Elements that project forward from frontage facades are permitted to project into side street setbacks as specified in Section 5.8.6.

iii. Side specifies the setback from side lot lines other than those qualifying for a side street setback.

iv. Rear specifies the setback from the rear lot line, except where abutting an alley.

v. Rear Alley specifies the setback from the rear lot line in instances that it abuts an alley.

<table>
<thead>
<tr>
<th>TABLE 5.5-1. REQUIRED SETBACKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>DISTRICT BUILDING</td>
</tr>
<tr>
<td>-------------------</td>
</tr>
<tr>
<td>T5</td>
</tr>
<tr>
<td>T5</td>
</tr>
<tr>
<td>T4</td>
</tr>
<tr>
<td>T4</td>
</tr>
<tr>
<td>T4</td>
</tr>
<tr>
<td>T3.2</td>
</tr>
<tr>
<td>T3.2</td>
</tr>
<tr>
<td>T3.1</td>
</tr>
<tr>
<td>T3.1</td>
</tr>
</tbody>
</table>
### TABLE 5.5-2. TYPICAL SETBACK LOCATIONS

<table>
<thead>
<tr>
<th>SETBACK</th>
<th>TYPICAL LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Front</td>
<td></td>
</tr>
<tr>
<td>B Side Street</td>
<td></td>
</tr>
<tr>
<td>C Side</td>
<td></td>
</tr>
<tr>
<td>D Rear Alley</td>
<td></td>
</tr>
<tr>
<td>E Rear</td>
<td></td>
</tr>
</tbody>
</table>

5.5.2. Setbacks from Arterial Roadways

a. Single family residential buildings must be setback a minimum of 30ft from arterial roadways, except where exterior walls meet STC 50 or above.

b. Multi-family residential buildings must be setback a minimum of 15ft from arterial roadways, except where exterior walls meet STC 50 or above.

c. Residential components of mixed-use buildings must be setback a minimum of 15ft from arterial roadways, except where exterior walls meet STC 50 or above.

   i. This setback may be achieved in whole or part with a building step-back.

5.5.3. Garages

a. In alley loaded configurations, where garages are part of the primary dwelling unit structure, the following conditions apply:

   i. Rear alley setback for outbuildings apply to the garage portion of the structure.

   ii. Rear alley setback for dwellings apply to all other portions of the structure, including rooms above garages.

b. Accessory dwelling units above garages that are separate from the principle dwelling structure are subject to the outbuilding setback requirements.

5.5.4. Setback Considerations for Fire Access

a. Where fire access is provided from the alley and eave height exceeds 30ft, additional rear alley setback may be required.

b. Where fire access is provided from streets and eave height exceeds 30ft, buildings may be required to be located closer to lot lines than the minimum setback.

5.5.5. Setback Considerations for Utilities

a. Utility easements along front, side, and side street lot lines may require additional front, side, and side street setback and cause buildings to exceed maximum setbacks.

b. Utility services provided from the alley may require additional rear alley setbacks.

c. Utility services may require easements at front, side, side street, or rear lot lines for meters, pedestals, and other equipment requirements.
### 5.6. HEIGHT

5.6.1. The height of all structures is limited as specified in Table 5.5-1.

<table>
<thead>
<tr>
<th>TABLE 5.6-1. MAXIMUM HEIGHT</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DISTRICT BUILDING</strong></td>
</tr>
<tr>
<td>----------------------------</td>
</tr>
<tr>
<td>T5 All Structures</td>
</tr>
<tr>
<td>T4 Dwellings</td>
</tr>
<tr>
<td>T4 Outbuildings &amp; Structures</td>
</tr>
<tr>
<td>T3.2 All Structures</td>
</tr>
<tr>
<td>T3.1 All Structures</td>
</tr>
</tbody>
</table>
5.6.2. Story Measurement
a. Building height is measured in stories above sidewalk grade.
b. Below ground stories do not count toward building height provided they do not extend more than 4 feet above sidewalk grade. (C, per Table 5.5-1)
c. Uninhabited roofs, chimneys, cupolas, antennae, vents, elevator bulkheads, stair housings, and other uninhabited accessory elements do not count toward building height. (D, per Table 5.5-1)
d. Mezzanines exceeding 40% of the floor area of a tenant space or residential unit, count toward building height as additional stories.

5.6.3. Story Height
a. Above ground stories are limited in height as specified in Table 5.5-2. and as follows:
   i. Story height is measured from finished floor to finished ceiling.
   ii. Story height is measured at all points within the structure.
   iii. Where an above ground story exceeds the maximum story height it is counted as one or more stories by dividing the story height by the maximum story height, and rounding up.
   iv. Ceiling height in bathrooms, kitchens, closets, and other ancillary rooms may be lower than minimum story height.

<table>
<thead>
<tr>
<th>TABLE 5.6-2. STORY HEIGHT</th>
</tr>
</thead>
<tbody>
<tr>
<td>DISTRICT</td>
</tr>
<tr>
<td>-----------</td>
</tr>
<tr>
<td>T5</td>
</tr>
<tr>
<td>T5</td>
</tr>
<tr>
<td>T5</td>
</tr>
<tr>
<td>T4</td>
</tr>
<tr>
<td>T4</td>
</tr>
<tr>
<td>T3.2, T3.1</td>
</tr>
<tr>
<td>T3.2, T3.1</td>
</tr>
</tbody>
</table>
5.7. BUILDING ORIENTATION

5.7.1. Lots with a single building, excluding accessory dwelling units and structures less than 600 sf in footprint, are subject to the following, as generally illustrated in Table 5.6-1(a):
   a. The principle building must be oriented parallel to the front property line or tangent to a curved front property line.
   b. The building must have a primary entry accessible from the sidewalk.

5.7.2. Lots with multiple buildings, excluding accessory dwelling units and structures less than 600 sf in footprint, are subject to the following, as generally illustrated in Table 5.6-1(b):
   a. The building closest to the front property line must be oriented parallel to the front property line or tangent to a curved front property line.
   b. The building is considered the primary building and must have a primary entry accessible from the sidewalk.
   c. Accessory dwelling units and structures less than 600 sf must be behind or beside the building relative to the front property line.

5.7.3. Lots arranged as a cluster are subject to the following, as generally illustrated in Table 5.6-1(c):
   a. Each dwelling unit must be oriented towards shared open space or along pedestrian paths.
   b. Each dwelling unit must have a primary entry accessible from shared open space or along a pedestrian path.

### TABLE 5.7-1. BUILDING ORIENTATION

- (a) Single building
- (b) Multiple buildings
- (c) Clusters
5.8. FRONTAGE

5.8.1. General
   a. Frontage requirements regulate the following:
      i. The yard space between front and side street lot lines and building facades nearest those lot lines, Frontage Yards;
      ii. Building facades nearest the front and side street lot lines, Frontage Facades; and
      iii. Elements projecting from building facades into frontages, Frontage Projections.
   b. The regulating plan may specify required frontage yard types, frontage projections types, and storefronts.

5.8.2. Frontage Assignment
   a. Primary and secondary frontages may be assigned on the regulating plan.
   b. Where primary and secondary frontages are not assigned on the regulating plan, they are assigned as follows:
      i. Primary frontages correspond with the lot line bearing the address.
      ii. Secondary frontages correspond with all side street lot lines.

5.8.3. Frontage Buildout
   a. Frontage buildout requirements apply to T4 and T5 districts only.
   b. Frontage buildout requires that a minimum length of frontages, primary or secondary, are lined with building facades situated between the minimum and maximum setbacks, as generally illustrated in Table 5.7-1.
      i. At corner lots, frontage buildout measurements exclude the building setback (a and b in Table 5.7-1) in the measurement of total frontage length.
   c. In T4, frontage buildout at primary frontages must be a minimum of 60%.
   d. In T5, frontage buildout at primary frontages must be a minimum of 80%.
   e. In T5, frontage buildout at secondary frontages must be a minimum of 50%.
   f. Properties facing onto Mountain Vista and Giddings are exempt from frontage buildout requirements.

5.8.4. Frontage Yards
   a. A frontage yard type must be selected from Table 5.7-2 and as follows:
      i. Urban and Shallow Yards must be 14 feet or less in depth.
      ii. Door Yards and Fenced Yards must be 12 feet or greater in depth.
      iii. Continuous Yards must be 16 feet or greater in depth.
   b. Frontage yards are subject to the requirements specified in Table 5.7-3 and as follows:
      i. Pedestrian Forecourts are limited to 2,500 square feet in area.
      ii. Cottage Court frontage yards must maintain a minimum of 30 feet in width between all structures and projections along the depth of the court.
   c. Cottage Court frontage yards have a minimum area of 1,800 square feet within the court, excluding the space between buildings and the public sidewalk.

5.8.5. Frontage Facades
   a. The primary building entry must be located along a frontage facade.
   b. Access to the primary building must be provided from the front property line.
   c. Glazing along frontage facades must meet the requirements specified in Table 5.7-4 and as follows:
i. Glazing is calculated on a per-story basis along the frontage facade.
ii. Glazing is calculated as the percentage of the total area of glazing within a story divided by the total facade area of that story.
iii. Window muntins and other glazing divisions less than 4 inches in width are considered glazed areas.

5.8.6. Frontage Projections

a. Building features that project forward from frontage facades into front or side street setbacks are frontage projections.

b. Frontage projections are limited as specified in Table 5.7-5 and as follows:
   i. Trim, cornices, eaves, plaques, mailboxes, bay and bow windows, storefront windows, and elements that are anchored to walls may project up to 4 feet.
   ii. Signs may project into frontages.
   iii. Additional requirements and projection allowances by type of frontage projection are specified in Table 5.7-6.
### TABLE 5.8-1. FRONTAGE BUILDOUT

<table>
<thead>
<tr>
<th>DISTRICT</th>
<th>PERMITTED FRONTAGE YARD TYPES</th>
</tr>
</thead>
<tbody>
<tr>
<td>T5</td>
<td></td>
</tr>
<tr>
<td>T4</td>
<td></td>
</tr>
</tbody>
</table>

(a) Side street setback is excluded from the primary frontage length when determining frontage buildout.

(b) Front setback is excluded from the secondary frontage length when determining frontage buildout.

### TABLE 5.8-2. PERMITTED FRONTAGE YARD TYPES

<table>
<thead>
<tr>
<th>DISTRICT</th>
<th>PERMITTED FRONTAGE YARD TYPES</th>
</tr>
</thead>
<tbody>
<tr>
<td>T5</td>
<td>Urban, Pedestrian Forecourt, Shallow Yard, Door Yard</td>
</tr>
<tr>
<td>T4</td>
<td>Shallow Yard, Cottage Court, Fenced Yard, Door Yard</td>
</tr>
<tr>
<td>T3.2</td>
<td>Cottage Court, Fenced Yard, Continuous Yard</td>
</tr>
<tr>
<td>T3.1</td>
<td>Cottage Court, Continuous Yard</td>
</tr>
<tr>
<td>YARD</td>
<td>ILLUSTRATION</td>
</tr>
<tr>
<td>-------------------------</td>
<td>--------------</td>
</tr>
<tr>
<td>Urban</td>
<td>Planting</td>
</tr>
<tr>
<td></td>
<td>Surface</td>
</tr>
<tr>
<td></td>
<td>Fencing</td>
</tr>
<tr>
<td>Pedestrian Forecourt</td>
<td>Planting</td>
</tr>
<tr>
<td></td>
<td>Surface</td>
</tr>
<tr>
<td></td>
<td>Fencing</td>
</tr>
<tr>
<td></td>
<td>Area</td>
</tr>
<tr>
<td></td>
<td>Activation</td>
</tr>
<tr>
<td>Shallow Yard</td>
<td>Planting</td>
</tr>
<tr>
<td></td>
<td>Surface</td>
</tr>
<tr>
<td></td>
<td>Walkways</td>
</tr>
<tr>
<td></td>
<td>Fencing</td>
</tr>
<tr>
<td>YARD</td>
<td>ILLUSTRATION</td>
</tr>
<tr>
<td>------------</td>
<td>--------------</td>
</tr>
<tr>
<td>Door Yard</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Cottage Court</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Fenced Yard</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>YARD</td>
<td>ILLUSTRATION</td>
</tr>
<tr>
<td>------------</td>
<td>------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Continuous Yard</td>
<td><img src="image" alt="Continuous Yard Illustration" /></td>
</tr>
<tr>
<td></td>
<td><img src="image" alt="Continuous Yard Illustration" /></td>
</tr>
<tr>
<td></td>
<td><img src="image" alt="Continuous Yard Illustration" /></td>
</tr>
<tr>
<td></td>
<td><img src="image" alt="Continuous Yard Illustration" /></td>
</tr>
</tbody>
</table>
## TABLE 5.8-4. FRONTAGE FACADE GLAZING

<table>
<thead>
<tr>
<th>DISTRICT</th>
<th>LEVEL</th>
<th>MINIMUM GLAZING</th>
<th>MAXIMUM GLAZING</th>
</tr>
</thead>
<tbody>
<tr>
<td>T5</td>
<td>Ground Floor</td>
<td>60%</td>
<td>90%</td>
</tr>
<tr>
<td></td>
<td>Upper Stories</td>
<td>30%</td>
<td>60%</td>
</tr>
<tr>
<td>T4</td>
<td>Ground Floor</td>
<td>30%</td>
<td>50%</td>
</tr>
<tr>
<td></td>
<td>Upper Stories</td>
<td>30%</td>
<td>50%</td>
</tr>
</tbody>
</table>

## TABLE 5.8-5. PERMITTED FRONTAGE PROJECTIONS

<table>
<thead>
<tr>
<th>DISTRICT</th>
<th>ELEMENT</th>
<th>MAXIMUM DEPTH</th>
</tr>
</thead>
<tbody>
<tr>
<td>T5</td>
<td>Arcades</td>
<td>100% of setback</td>
</tr>
<tr>
<td></td>
<td>Galleries</td>
<td>100% of setback</td>
</tr>
<tr>
<td></td>
<td>Canopies &amp; Marquees</td>
<td>100% of setback</td>
</tr>
<tr>
<td></td>
<td>Awnings</td>
<td>100% of setback</td>
</tr>
<tr>
<td>T4</td>
<td>Enclosed Porch</td>
<td>Up to 8 feet excluding steps</td>
</tr>
<tr>
<td></td>
<td>Open Porch</td>
<td>Up to 8 feet excluding steps</td>
</tr>
<tr>
<td></td>
<td>Stoop</td>
<td>Up to 5 feet excluding steps</td>
</tr>
<tr>
<td></td>
<td>Terrace</td>
<td>100% of setback</td>
</tr>
<tr>
<td></td>
<td>Enclosed Porch</td>
<td>Up to 8 feet excluding steps</td>
</tr>
<tr>
<td>T3.2</td>
<td>Open Porch</td>
<td>Up to 8 feet excluding steps</td>
</tr>
<tr>
<td></td>
<td>Stoop</td>
<td>Up to 5 feet excluding steps</td>
</tr>
<tr>
<td>T3.1</td>
<td>Enclosed Porch</td>
<td>Up to 8 feet excluding steps</td>
</tr>
<tr>
<td></td>
<td>Open Porch</td>
<td>Up to 8 feet excluding steps</td>
</tr>
<tr>
<td></td>
<td>Stoop</td>
<td>Up to 5 feet excluding steps</td>
</tr>
<tr>
<td>PROJECTION</td>
<td>REQUIREMENTS</td>
<td></td>
</tr>
<tr>
<td>----------------</td>
<td>--------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>Arcades</td>
<td>Depth: 10 ft. min., to within 2 feet of curbs</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Width: 80% of facade width, min.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Material: Masonry or metal</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Depth: 8 ft. min., to within 2 feet of curbs</td>
<td></td>
</tr>
<tr>
<td>Galleries</td>
<td>Width: 20 ft. min.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Material: Metal or wood</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Depth: 6 ft. min., to within 2 feet of curbs</td>
<td></td>
</tr>
<tr>
<td>Canopies &amp; Marquees</td>
<td>Width: Shopfront bay width (min), 20 ft. min.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Material: Metal; wood ceiling permitted</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Depth: 6 ft. min., to within 2 feet of curbs</td>
<td></td>
</tr>
<tr>
<td>Awnings</td>
<td>Width: Per Section 4.7</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Material: Fabric or canvas over metal structure</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Depth: 4 ft. min.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Width: 12 ft. min.</td>
<td></td>
</tr>
<tr>
<td>Enclosed Porches</td>
<td>Vertical Material: Wood &amp; glazing</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Railing Material: Wood infill panels</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Floor Material: Wood or Masonry</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Depth: 6 ft. min.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Width: 12 ft. min.</td>
<td></td>
</tr>
<tr>
<td>Open Porches</td>
<td>Vertical Material: Wood</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Railing Material: Wood</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Floor Material: Wood or Masonry</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Depth: 4 ft. min.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Width: 4 ft. min.</td>
<td></td>
</tr>
<tr>
<td>Stoops</td>
<td>Vertical Material: Wood or Masonry</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Railing Material: Metal or Masonry</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Floor Material: Masonry</td>
<td></td>
</tr>
</tbody>
</table>
5.9. **SHOPFRONTS**

5.9.1. All ground floor commercial uses must have shopfronts.

5.9.2. Shopfronts must occupy a minimum percentage of ground floor tenant facades as follows:
   a. Tenant spaces 50 feet or less in width require shopfronts across 100% of the tenant facade;
   b. Tenant spaces between 50 and 100 feet in width require shopfronts across a minimum of 70% of the tenant facade, not less than 50 feet total;
   c. Tenant spaces over 100 feet in width require shopfronts across a minimum of 50% of the tenant facade.

5.9.3. Shopfronts should be designed with the following elements:
   a. A bulkhead, between the sidewalk and 18 to 30 inches above the sidewalk;
   b. Shopfront display windows, between bulkheads and transoms, meeting the following standards:
      i. Glazing must be clear;
      ii. Reflective, tinted, and low-e glazing are not permitted;
      iii. Display windows may project forward of the facade up to 3 feet.
   c. Transom windows, between shopfront display windows and the signage band, meeting the following standards:
      i. Glazing should match shopfront window glazing;
      ii. Transom windows should be a minimum of 18 inches in height;
      iii. Transom windows should have dividing muntins;
      iv. Transom windows should be free of signage.
   d. A signage band to accommodate band signs above transom windows, between 18 and 30 inches in height.
   e. A transition band, terminating the shopfront by delineating the space between ground floor commercial uses and upper story uses.
      i. Gooseneck lighting is recommended, located within the transition band to illuminate band signs.
   f. Roll-up windows may take the place of shopfront display windows and bulkheads.

5.9.4. Shopfronts entries should meet the following standards:
   a. Entry doors should be recessed from the sidewalk where required to accommodate outward door swings.
   b. Walls providing entry door recesses should be glazed to match shopfront display windows.
   c. Entry doors should be a minimum of 8 feet in height.
   d. The business address should be advertised with a window sign on the transom above the entry door.

5.9.5. Shopfront awnings should meet the following standards:
   a. Awnings should be installed between shopfront windows and transom windows.
   b. Awnings may be fixed or retractable.
   c. Awnings should span the entire width of the shopfront or be installed with minimal breaks for pilasters between windows.
5.10. FENCING AND WALLS

5.10.1. Fencing and walls within frontage yards is limited as specified in Table 5.7-3.

5.10.2. T2 and related support operations are exempt from this section.

5.10.3. The following fencing is prohibited:
   a. Electric, barbed wire, razor wire, hog wire, rolled wire, or other types of hazardous fencing;
   b. Chain link fencings;
   c. Any wire smaller in size than 12 gauge.

5.10.4. Fence and wall height is limited as specified in Table 5.9-1 and as follows (see Table 5.9-3 for terminology):
   a. Frontage fencing and wall must be located as follows:
      i. Fencing and walls must be a minimum of 4 inches from public sidewalks in all instances.
      ii. Fencing and walls must be within 3 feet of frontage lines.
      iii. Fencing and walls over 3 feet in height must be set back from the street-side edge of sidewalks at least 2 feet plus the minimum sidewalk width specified in LCUASS for the street type designation.
      iv. Where the desired appearance is fencing and walls with zero setback from sidewalks, a sidewalk extension may be provided on the private lot, in which case a control joint is required to separate the public and private sidewalks.
   b. Fencing and walls along side and rear property lines is considered frontage fencing and walls.

5.10.5. Fence and wall materials are limited as specified in Table 5.9-2.
   a. Metal and iron fencing must be black.
   b. Masonry walls may be combined with decorative metal or wrought iron with the masonry portion below and optionally forming pillars.

<table>
<thead>
<tr>
<th>TABLE 5.10-1. MAXIMUM FENCE AND WALL HEIGHT</th>
</tr>
</thead>
<tbody>
<tr>
<td>DISTRICT</td>
</tr>
<tr>
<td>----------</td>
</tr>
<tr>
<td>T5</td>
</tr>
<tr>
<td>T4</td>
</tr>
<tr>
<td>T3.2</td>
</tr>
<tr>
<td>T3.1</td>
</tr>
</tbody>
</table>
TABLE 5.10-2. FENCE AND WALL MATERIALS

<table>
<thead>
<tr>
<th>DISTRICT</th>
<th>MASONRY</th>
<th>DECORATIVE METAL OR WROUGHT IRON</th>
<th>WOOD</th>
</tr>
</thead>
<tbody>
<tr>
<td>T5</td>
<td>Permitted; Stain or stucco required.</td>
<td>Permitted; 70% opaque max.</td>
<td>Prohibited</td>
</tr>
<tr>
<td>T4</td>
<td>Permitted; Stain or stucco required.</td>
<td>Permitted; 40% opaque max.</td>
<td>Permitted; Paint required.</td>
</tr>
<tr>
<td>T3.2</td>
<td>Prohibited</td>
<td>Permitted</td>
<td>Permitted; Paint or stain required.</td>
</tr>
<tr>
<td>T3.1</td>
<td>Prohibited</td>
<td>Prohibited</td>
<td>Permitted</td>
</tr>
</tbody>
</table>

TABLE 5.10-3. FENCING TERMINOLOGY

- Frontage Fencing
- Frontage Facade Fencing
- Side Fencing
- Rear Fencing
5.11. ACCESSORY DWELLING UNITS

5.11.1. Accessory dwelling units (ADUs) are permitted where specified in Chapter 2. Use.
5.11.2. ADUs may be provided in the following locations:
   a. Within the primary dwelling structure;
   b. Above a free-standing garage;
   c. As an independent, free-standing outbuilding.
5.11.3. ADUs are limited to a maximum area of 800 square feet.
5.11.4. ADUs must have an entry independent of the primary dwelling, accessible from a sidewalk or from a rear alley.

5.12. EXTERIOR LIGHTING

5.12.1. General
   a. Fluorescent and compact fluorescent lights are prohibited on the exterior of structures, including within open porches and stoops.
   b. Exterior lights should have a color temperature below 3,200 kelvin.
   c. Exterior lighting must include controls to automatically extinguish lighting when sufficient daylight is available.
   d. Exterior lighting should include controls to automatically lower lighting lumens by 30% or more after 10 pm, except in the following conditions:
      i. In T5;
      ii. Landscape lighting;
      iii. Where a single exterior luminaire is provided such as at residential front doors; and
      iv. Motion activated lighting.

5.12.2. Uplighting Restricted
   a. Lighting must be angled or shielded to limit vertical projection of light beyond 90 degrees and as follows:
      i. Signage lighting may be specifically permitted to be angled upwards as specified in Chapter 7;
      ii. Uplighting is limited in total lumens per fixture and maximum overall foot-candles projected above 90-degrees as specified in Table 5.11-1;
      iii. Unshielded luminaires are further restricted in intensity as specified in Table 5.11-3.

<table>
<thead>
<tr>
<th>TABLE 5.12-1. MAXIMUM UPLIGHTING</th>
</tr>
</thead>
<tbody>
<tr>
<td>DISTRICT</td>
</tr>
<tr>
<td>----------</td>
</tr>
<tr>
<td>T5</td>
</tr>
<tr>
<td>T4</td>
</tr>
<tr>
<td>T3</td>
</tr>
</tbody>
</table>
5.12.3. Non-residential and Mixed-use Lighting Limits
a. Total site lighting for non-residential and mixed-use properties is limited to a maximum lumens per exterior hardscape area as specified in Table 5.11-12.
   i. Shopfront and signage lighting is excluded from total site lighting limits.

<p>| TABLE 5.12-2. TOTAL SITE LIGHTING |</p>
<table>
<thead>
<tr>
<th>DISTRICT</th>
<th>MAXIMUM LUMENS</th>
</tr>
</thead>
<tbody>
<tr>
<td>T5</td>
<td>5.0 lumens per sf of hardscape</td>
</tr>
<tr>
<td>T4</td>
<td>2.5 lumens per sf of hardscape</td>
</tr>
</tbody>
</table>

b. Additional lumens are permitted in the following amounts and conditions:
   i. Drive-through windows are permitted 8,000 lumens per window, within 20 feet of the window;
   ii. Gas stations are permitted 16,000 lumens per fuel pump to achieve an average 20 foot-candles.

5.12.4. Residential Lighting Limits
a. Light intensity is limited by total lumens per luminaire as specified in Table 5.11-3.
b. Exterior lighting must not project or reflect light upward or onto a neighboring property.
c. Directional fixtures such as exterior entryway lighting, floodlights, and spotlights, must be shielded, installed, and aimed so that they do not project light into the windows of neighboring residences.

| TABLE 5.12-3. MAXIMUM LIGHTING |
| LIGHT TYPE                    | T5     | T4     | T3     |
| Primary Entry, unshielded luminaires | 630 lumens | 630 lumens | 420 lumens |
| Other unshielded luminaires    | 315 lumens | 315 lumens | 315 lumens |
| Fully shielded luminaires      | 1,260 lumens | 1,260 lumens | 1,260 lumens |
| Landscape lighting             | 2,100 lumens | 1,050 lumens | Not permitted |
| Low voltage landscape lighting | 525 lumens | 525 lumens | Not permitted |
| Directional or flood lighting  | 2,100 lumens | 1,260 lumens | Not permitted |

5.13. JUSTIFICATION FOR MODIFICATIONS OF LOTS AND BUILDING STANDARDS

5.13.1. As required by LUC Sections 4.29(G)(b) and (c), following is an in-depth explanation of how the modified development standards for Lots and Buildings advance and are necessary for the achievement of the development objectives of Montava.

Standards for lots and buildings encompass the majority of design and development standards for Montava. These are written to ensure a very predictable development outcome among a variety of buildings and over a long development horizon. Primarily these standards are concerned with where buildings are located on each lot, where parking is located, the orientation of the building, the design of building facades, and the design of the space between building facades and sidewalks. Many of these requirements exist in the LUC,
however they are either not determinant of character, or they anticipate a single character of neighborhood space, concerned primarily with use, not character. While the use of property and buildings is a concern of Montava’s development standards, this concern is secondary to the character of the transect district. This approach to development regulation is commonly referred to a form-based coding, where the form of buildings is of primary concern and the use of secondary concern. Montava’s standards coordinate the elements of the built environment within each transect district, creating a series of environments with different characters, from very urban to natural. Creating a variety of characters, a diversity of feeling, is necessary across a site as large as Montava. The variety of overall district character is important in providing prospective residents with options to fit their personal preferences, and residents and neighbors with the ability to walk into areas that feel different from where their house is located. When coordinated carefully with the affected transect district, the character of each transect district also assists in navigating the community. People intuit the relationship between an increase in character intensity and the location of commercial districts. Similarly they intuit the relationship between a decrease in character intensity and the location of natural areas. Montava’s design intent seeks to create a variety of different character experiences throughout the community.

5.13.2. Lot Size

Lot size standards set minimum and maximum thresholds based on the width and depth of lots, and maximum lot areas in mixed-use districts where large lots with multiple buildings are more prevalent. The lot size standards affect the character of the district by influencing the size of buildings and spacing between buildings. Housing in T3.1 consists of larger buildings on larger lots than T3.2. Housing and other uses in T4 typically consist of smaller buildings that are taller as a result. In T5, there are allowances for shallow lots to accommodate liner buildings.

5.13.3. Lot Occupation and Lot Coverage

Overall district feel is significantly affected by how much of a lot is taken up by buildings and covered structures and impervious surfaces. In T5, buildings may take up nearly their entire lot, which is likely to be fully paved in unbuilt areas. This reflects a condition like downtown. However, in T3.1, a significant portion of each lot should be unbuilt and left pervious, relating to the adjacent natural areas. T3.2 and T4 areas are steps in-between, where buildings and impervious surfaces occupy an increasing portion of their lots.

5.13.4. Building Setbacks

The distance that buildings are set back from sidewalks and from each other is a key component affecting community character. In T5, buildings are set very close to sidewalks, creating a main street or downtown district character. In T3.1, buildings are set much further back from sidewalks and further from each other, signaling adjacency to natural areas. T3.2 and T4 areas are steps in-between, where buildings are located closer to each other and the street, and where buildings can begin to be attached.

5.13.5. Building Height

Building height variety across the community is important to signal the location of more intense and less intense character and activity. In T5, buildings should be taller, while in T3 they should be shorter, with T4 in between. The heights in Montava’s development standards are in line with the LUC’s three mixed-use district intensities, organized by transect rather than by neighborhood. In Montava, each neighborhood is constructed of
multiple transect districts, which results in significant local variety and diversity across the site.

5.13.6. Building Orientation

Building should generally be oriented parallel to their front lot line, and tangent to a lot line that is curved. This simple rule is important to ensure buildings face onto sidewalks and support active streets. An exception is provided for housing that faces onto shared green spaces, a feature used throughout Montava, where the green space may technically be located at a side lot line.

5.13.7. Housing Type and Model Variety

Montava’s use of the transect and neighborhood design based upon a mix of multiple transects and districts with varying densities and lot sizes achieves the goals of housing model variety and mix of housing requirements. Each phase of Montava targets three or more market segments, which demand different types and sizes of homes. Additionally, the Montava design review process will work with builders to orchestrate the design of each street. Implementing varied housing types and uses in each neighborhood leads to greater diversification in support of the intent of mixed-use. However in many cases, such as townhouses and small cottages on shared greens, a series of the same housing model is likely to located in a row. The design review process will ensure that meaningful facade variation is provided in such cases. Where lots are narrow, modifications to housing models don’t create any meaningful differences along the street facade. The combination between transect districts and design review will ensure diversity and variety of character.

5.13.8. Building and Lot Frontages

Control of building and lot frontages is one of the most critical aspects affecting the design intent of Montava. Like other development standards, frontage standards are varied according to the transect, which also coordinates frontage requirements with lot size, building height, and building setback. Montava’s frontage requirements encompass a number of building design standards throughout the LUC. Frontage standards regulate the design of the entire space between the sidewalk and building facades, including facade projections, landscaping and hardscape, fencing, frontage occupation, facade glazing, and special conditions such as forecourts, door yards, and cottage courts. Facade projection standards include requirements for porches, stoops, galleries, arcades, and shopfronts. In T5, frontages are generally paved without fencing or walls, permitting access to shopfronts and common building entries. Buildings are required to provide shopfronts for each tenant space and along a minimum percentage of facade length, restricting blank walls. In T3, frontages are landscaped with trees, and may include fencing. Each standard is coordinated to create a predictable character for the district.

5.13.9. Yards

Yards are controlled by a combination of frontage standards and lot occupation and coverage standards. Frontage standards control the frontage yard, which is yard space located between building facades and sidewalks. Lot occupation and coverage standards ensure that yard space is provided in T3 and T4, and that it is landscaped commensurate with the intensity of the district.

5.13.10. Shopfront Design

Shopfront design guidelines are included in Montava’s development standards, encouraging facade design in the town center to follow well established rules including the use of clear glass, the division of facades, and providing for appropriate locations for signage. Poor shopfront design can lead to the degradation of main street vitality. However, shopfront design is evolving, and the standards are specifically written as guidelines to provide room for innovation.

5.13.11. Fencing and Walls

The design, materials, and height of fencing and walls significantly influences district character. Like many others, this set of design standards varies by Transect district. In T5,
fencing is not permitted along streets, however fencing along parking lots and between properties should be tall and masonry or metal. In T3, fencing should be primarily wood, low along frontages and sufficiently tall for privacy between properties. Fencing and wall standards are coordinated with frontage standards.

5.13.12. Accessory Dwelling Units
Accessory dwelling unit (ADU) standards are necessary to ensure ADUs are limited in size and designed in coordination with the primary building.

5.13.13. Solar Orientation
Development standards affecting solar orientation are located between site and building standards and architectural character standards. These account for the primarily southwest to northeast orientation of streets in Montava, aligned with Long’s Peak. Sufficient solar PV access is achieved through the design of roofs, capturing SE and SW light. Rooftop design must account for different types of housing, such as townhouses that slope towards the front of the lot and small single family housing which slope towards the side of the lot. In all cases, lot orientation provides for SE and SW exposure. Solar standards require that those roof portions with best exposure be designed to accommodate PV systems, including the location of plumbing vents and other roof penetrations. Standards also require that exposure be considered in the design of floor plans, to maximize light access into dwellings. In addition to solar orientation and PV access, Montava will be built to Net Zero Ready Home standards, reducing the amount of PV necessary to achieve net zero.

Site and exterior light development standards are designed to implement International Dark-Sky Association (IDA) recommendations across the community. IDA’s model ordinance provides for a series of standards coordinated with the intensity of development. This system integrates directly with the Transect, where T3 implements LZ1, T4 implements LZ2, and T5 implements LZ3. The exterior light standards are derived from the model ordinance, coordinated with the Transect. This ensures that each district in Montava plays its part in protecting dark skies, as is appropriate to the intensity of use and development. Montava’s design in coordination with exterior light standards contributes to light protection in natural areas by locating T5 / LZ3 far from natural areas and transitioning in development and light zone intensity down to T3 / LZ1 adjacent to natural areas, as envisioned by IDA recommendations.
6. PARKING

6.1. OVERVIEW

6.1.1. The development standards of this Section 6 for Parking shall apply to all development in the Montava PUD Master Plan. Such development standards modify all LUC standards in Article 3 and Divisions 4.5, 4.27 and 4.28 thereof which regulate parking, with the exception of Division 3.8, Supplemental Regulations, which are the subject of Chapter 12.

6.2. VEHICULAR PARKING LOCATION AND ACCESS: T3.1

6.2.1. Driveways

a. Driveways are limited as follows:
   i. Driveway width is limited to a maximum of 12 feet;
   ii. Driveways accessing multiple garage doors may be up to width of the garage within 20 feet of the garage doors;

b. Driveways may have a single point of access or two points of access in a loop.

c. Lots with side street lot lines should provide parking access from that lot line.

d. Lots with alley access must provide parking access from the alley.

6.2.2. Carports and Covered Parking

a. Carports and covered parking are permitted.

6.2.3. Garages

a. Individual garage doors are limited to a maximum width of 10 feet.

b. Garages must be configured in one of the following orientations, as generally illustrated in Table 6.1-1:
   i. Type 1: Independent of the dwelling.
   ii. Type 2: Front-entry, subservient to the dwelling facade.
   iii. Type 3: Side-entry, within the main dwelling volume.
   iv. Type 4: Side-entry, forward of the main dwelling volume.

c. Type 1 garages are subject to the following requirements:
   i. The garage must be detached from the dwelling a minimum of 10 feet.
   ii. Where the garage is closer to the front property line than the dwelling:
      (1) Vehicular entry movement must be parallel with the front property line.
      (2) A minimum of one window must be installed on the garage facade, facing the front property line.

d. Type 2 garages are subject to the following requirements:
   i. The garage must be set back a minimum of 10 feet from the principal dwelling facade, excluding projections.

e. Type 3 garages are subject to the following requirements:
   i. The garage should be set towards the rear of the main dwelling volume.
   ii. The garage may not extend forward of the main dwelling volume.
   iii. Where the garage is located parallel with the dwelling front facade, a minimum of one window must be installed on the garage facade, facing the front property line.

f. Type 4 garages are subject to the following requirements:
   i. Vehicular entry to the garage must be parallel with the front property line.
ii. A minimum of one window must be installed on the garage facade, facing the front property line.

<table>
<thead>
<tr>
<th>TABLE 6.2-1. GARAGE TYPES AND ORIENTATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>TYPE 1: FREESTANDING, REAR</td>
</tr>
<tr>
<td>TYPE 1: FREESTANDING, FRONT</td>
</tr>
<tr>
<td>TYPE 2: ATTACHED, FRONT ENTRY</td>
</tr>
<tr>
<td>TYPE 3: ATTACHED, SIDE ENTRY</td>
</tr>
<tr>
<td>TYPE 4: ATTACHED, FORWARD OF HOUSE</td>
</tr>
</tbody>
</table>
6.3. VEHICULAR PARKING LOCATION AND ACCESS: T3.2 AND T4

6.3.1. On-street parking spaces located along lot lines count towards minimum required parking.

6.3.2. Off-street parking may be provided individually or clustered within the same block.

6.3.3. Driveways are limited as follows:
   a. Driveways providing parking access to 4 or fewer units are limited to a maximum of 12 feet in width.
   b. Driveways providing parking access to more than 4 units are limited to a maximum of 22 feet in width.

6.3.4. Garages within the front half of a lot are limited to a maximum width of 30% of the lot width.

6.3.5. Carports and covered parking are permitted in off-street parking areas and must be located behind buildings relative to front lot lines.

6.3.6. Parking access is permitted as follows:
   a. Where alleys abut any property line for individual or clustered properties, on-site parking must be accessed from an alley.
   b. Lots or clustered properties without alley access with any side street lot lines must access parking from a side street lot line.
   c. Lots without alley access or side street lot lines may access parking from the front lot line, limited to one access point adjacent to a side lot line.
   d. Clustered properties without alley access or side street lot lines may access parking from the front lot line, limited to two access points, each along a side lot line.

6.3.7. Off-street parking must be located behind buildings relative to the front lot line.

6.3.8. Off-street parking serving clustered properties must be located as follows:
   a. Parking must be a minimum of 10 feet behind the facade of the nearest building to front and side street lot lines.
   b. Parking must be shielded from front and side street lot lines by buildings or frontage facade fencing.

6.4. VEHICULAR PARKING LOCATION AND ACCESS: T5

6.4.1. Minimum required parking may be provided as follows:
   a. Leased from the Metro District, on-street or in shared parking lots, within 800 feet of the use;
   b. Provided on-site independent of the Metro District;
   c. Both leased from the parking district and provided on-site.

6.4.2. Off-street parking must be located behind buildings relative to front lot lines.

6.4.3. Off-street surface parking adjacent to side street lot lines must be lined or screened as follows:
   a. One or more liner buildings should be located along the sidewalk as generally illustrated in Table 6.3-1(a);
   b. In the case that liner buildings are not feasible, parking must be screened with a street screen as generally illustrated in Table 6.3-1(b) and as follows:
      i. The street screen must meet the fencing standards for T5;
      ii. The street screen may be interrupted for pedestrian and vehicular access.

6.4.4. Off-street structured parking must be lined or screened as follows:
a. One or more liner buildings, a minimum of 30 feet in depth, should be located along the sidewalk as generally illustrated in Table 6.3-1(d);
b. In the case that liner buildings are not feasible, parking must be screened as generally illustrated in Table 6.3-1(c) and as follows:
   i. The ground floor of the parking structure must include habitable spaces along sidewalks;
   ii. Ground floor habitable spaces may be interrupted for pedestrian and vehicular access;
   iii. Ground floor habitable spaces must be designed with shopfronts;
   iv. Openings above the ground floor must meet the window proportion and minimum glazing requirements. Openings count towards minimum glazing.
c. Along designated main streets, structured parking must be lined.

6.4.5. Adjacent lots providing off-street parking and district managed parking lots must be supplied with vehicular and pedestrian connections to any on-site parking areas.

6.4.6. Carports and covered parking are permitted in off-street parking areas.

6.4.7. Along side street lot lines, parking must be shielded by buildings or frontage facade fencing.

6.4.8. Parking access is permitted as follows:
   a. Where alleys abut any property line, access to on-site parking must be provided from the alley.
   b. Lots with side street lot lines may provide one access point from each side street lot line.
   c. Lots without alley or side street lot line access may provide one access point from the front property line.
   d. Where more than one access point is required for circulation, access points should be located along different property lines.

6.4.9. Driveways are limited to a maximum of 22 feet in width.
TABLE 6.4-1. LINED AND SCREENED PARKING

(a) Screened Surface Parking

(b) Lined Surface Parking

(c) Screened Structured Parking

(d) Lined Structured Parking

6.5. REQUIRED VEHICULAR PARKING

6.5.1. Parking is required for each residential dwelling unit in the amounts specified in Table 6.4-1.

   a. Multi-family residential parking provided on site may not exceed 200% of the minimum parking requirement, excluding on-street parking spaces.

6.5.2. Parking is required for each non-residential use in the amounts specified in Table 6.4-2.

6.5.3. Parking for assembly uses, schools, and libraries is required in the amounts specified in the City of Fort Collins Land Use Code.

6.5.4. Shared parking provided by the Metro District may exceed maximum parking ratios to provide for future uses and events.

TABLE 6.5-1: MINIMUM RESIDENTIAL PARKING

<table>
<thead>
<tr>
<th>USE</th>
<th>T5</th>
<th>T4</th>
<th>T3.2</th>
<th>T3.1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family Detached</td>
<td>n/a</td>
<td>1.5 / du</td>
<td>2 / du</td>
<td>2 / du</td>
</tr>
<tr>
<td>Single Family Attached</td>
<td>1 / du</td>
<td>1.5 / du</td>
<td>2 / du</td>
<td>n/a</td>
</tr>
<tr>
<td>Accessory Dwelling Units</td>
<td>0.5 / du</td>
<td>1 / du</td>
<td>1 / du</td>
<td>n/a</td>
</tr>
<tr>
<td>Multi-Family</td>
<td>0.75 / du</td>
<td>1 / du</td>
<td>1.5 / du</td>
<td>n/a</td>
</tr>
<tr>
<td>Affordable Housing</td>
<td>0.5 / du</td>
<td>0.75 / du</td>
<td>1 / du</td>
<td>1.5 / du</td>
</tr>
</tbody>
</table>
### TABLE 6.5-2: NON-RESIDENTIAL PARKING

<table>
<thead>
<tr>
<th>USE</th>
<th>MINIMUM</th>
<th>MAXIMUM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Restaurant / Bar</td>
<td>5 / 1000 sf</td>
<td>10 / 1000 sf</td>
</tr>
<tr>
<td>General Commercial</td>
<td>2 / 1000 sf</td>
<td>4 / 1000 sf</td>
</tr>
<tr>
<td>Office</td>
<td>1 / 1000 sf</td>
<td>4 / 1000 sf</td>
</tr>
<tr>
<td>Light Industry, Workshop</td>
<td>1 / 1000 sf</td>
<td>4 / 1000 sf</td>
</tr>
<tr>
<td>Industrial</td>
<td>0.5 per employee</td>
<td>n/a</td>
</tr>
<tr>
<td>Lodging</td>
<td>0.5 per key</td>
<td>1 per key</td>
</tr>
</tbody>
</table>

### 6.6. REQUIRED VEHICULAR PARKING ADJUSTMENTS

#### 6.6.1. Transit Oriented District
- Transit oriented district parking reductions specified in the City of Fort Collins Land Use Code continue to apply to uses within Transit Oriented Districts.

#### 6.6.2. Parking Studies
- An applicant may elect to commission a parking study, providing evidence of parking requirements above or below the standards of this Chapter.
- Parking study methodology must comply with the City of Fort Collins Land Use Code.

#### 6.6.3. Shared Parking
- Shared parking may be used to adjust down the number of required parking spaces within a single site or within the parking district.
- Within a single site, shared parking may only be applied to uses within the site.
- Within the parking district, shared parking is limited as follows:
  - Shared parking is calculated collectively for all shared parking lot uses;
  - Uses must be within 800 feet of the shared parking lot;
  - On-street parking spaces included within the shared parking district are limited to those located along the block-face of uses accounted for in shared parking calculations.
- Shared parking reductions are calculated using Table 6.5-1 and as follows:
  - A sample shared parking calculation is provided in Table 6.5-2;
  - The number of required spaces for each use as determined in Section 5.4 is entered into the yellow column;
  - For each use and time of day, the number of required parking spaces is multiplied by the occupancy rate listed, entered into the red columns;
  - Each column is summed vertically in the green row;
  - The adjusted minimum required parking spaces is the highest result within the green row.
### TABLE 6.6-1: SHARED PARKING REDUCTIONS

<table>
<thead>
<tr>
<th>USE USING SHARED PARKING</th>
<th>MIN. SPACES</th>
<th>MON-FRI 8AM-6PM</th>
<th>MON-FRI 6PM-12AM</th>
<th>MON-FRI 12AM-8AM</th>
<th>SAT-SUN 8AM-6PM</th>
<th>SAT-SUN 6PM-12AM</th>
<th>SAT-SUN 12AM-8AM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td>sp</td>
<td>60% sp*.6</td>
<td>100% sp</td>
<td>100% sp</td>
<td>80% sp*.8</td>
<td>100% sp</td>
<td>100% sp</td>
</tr>
<tr>
<td>Lodging</td>
<td>sp</td>
<td>70% sp*.7</td>
<td>100% sp</td>
<td>100% sp</td>
<td>70% sp*.7</td>
<td>100% sp</td>
<td>100% sp</td>
</tr>
<tr>
<td>Restaurant / Bar</td>
<td>sp</td>
<td>70% sp*.7</td>
<td>100% sp</td>
<td>10% sp*.1</td>
<td>70% sp*.7</td>
<td>100% sp</td>
<td>20% sp*.02</td>
</tr>
<tr>
<td>Retail</td>
<td>sp</td>
<td>90% sp*.9</td>
<td>80% sp*.8</td>
<td>5% sp*.05</td>
<td>100% sp</td>
<td>70% sp*.7</td>
<td>5% sp*.05</td>
</tr>
<tr>
<td>Office, Industrial</td>
<td>sp</td>
<td>100% sp</td>
<td>20% sp*.2</td>
<td>5% sp*.05</td>
<td>5% sp*.05</td>
<td>5% sp*.05</td>
<td>5% sp*.05</td>
</tr>
<tr>
<td>Assembly</td>
<td>sp</td>
<td>40% sp*.4</td>
<td>100% sp</td>
<td>10% sp*.1</td>
<td>80% sp*.8</td>
<td>50% sp*.5</td>
<td>50% sp*.5</td>
</tr>
<tr>
<td>Religious</td>
<td>sp</td>
<td>10% sp*.1</td>
<td>5% sp*.05</td>
<td>5% sp*.05</td>
<td>100% sp</td>
<td>5% sp*.05</td>
<td>5% sp*.05</td>
</tr>
<tr>
<td><strong>Required:</strong></td>
<td>sum</td>
<td>sum</td>
<td>sum</td>
<td>sum</td>
<td>sum</td>
<td>sum</td>
<td>sum</td>
</tr>
</tbody>
</table>

### TABLE 6.6-2: COMPLETED SHARED PARKING TABLE

<table>
<thead>
<tr>
<th>USE USING SHARED PARKING</th>
<th>MIN. SPACES</th>
<th>MON-FRI 8AM-6PM</th>
<th>MON-FRI 6PM-12AM</th>
<th>MON-FRI 12AM-8AM</th>
<th>SAT-SUN 8AM-6PM</th>
<th>SAT-SUN 6PM-12AM</th>
<th>SAT-SUN 12AM-8AM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td>120 sp</td>
<td>60% 72</td>
<td>100% 120</td>
<td>100% 120</td>
<td>80% 96</td>
<td>100% 120</td>
<td>100% 120</td>
</tr>
<tr>
<td>Lodging</td>
<td>70% 0</td>
<td>100% 0</td>
<td>100% 0</td>
<td>70% 0</td>
<td>100% 0</td>
<td>100% 0</td>
<td>100% 0</td>
</tr>
<tr>
<td>Restaurant / Bar</td>
<td>55 sp</td>
<td>70% 39</td>
<td>100% 55</td>
<td>10% 6</td>
<td>70% 39</td>
<td>100% 55</td>
<td>20% 11</td>
</tr>
<tr>
<td>Retail</td>
<td>45 sp</td>
<td>90% 41</td>
<td>80% 36</td>
<td>5% 3</td>
<td>100% 45</td>
<td>70% 32</td>
<td>5% 3</td>
</tr>
<tr>
<td>Office, Industrial</td>
<td>80 sp</td>
<td>100% 80</td>
<td>20% 16</td>
<td>5% 4</td>
<td>5% 4</td>
<td>5% 4</td>
<td>5% 4</td>
</tr>
<tr>
<td>Assembly</td>
<td>40% 0</td>
<td>100% 0</td>
<td>10% 0</td>
<td>80% 0</td>
<td>50% 0</td>
<td>50% 0</td>
<td>50% 0</td>
</tr>
<tr>
<td>Religious</td>
<td>10% 0</td>
<td>5% 0</td>
<td>5% 0</td>
<td>100% 0</td>
<td>5% 0</td>
<td>5% 0</td>
<td>5% 0</td>
</tr>
<tr>
<td><strong>Required:</strong></td>
<td>300 sp</td>
<td><strong>232 spaces</strong></td>
<td>227 spaces</td>
<td>133 spaces</td>
<td>184 spaces</td>
<td>211 spaces</td>
<td>138 spaces</td>
</tr>
</tbody>
</table>

Shared parking reduces the initial required of 300 spaces by 68 spaces to 232 total spaces required.
6.7. VEHICULAR PARKING LOT DESIGN

6.7.1. Parking lots must have a minimum vertical clearance of 7 feet and 15 feet where the facility is to be used by trucks or for loading or along a garbage collection path.

6.7.2. Compact stalls may account for up to 40% of off-street spaces in each parking lot.

6.7.3. Drive aisles must meet the minimum size requirements as specified in Table 6.6-1.

6.7.4. Parking stalls must meet the minimum size requirements as specified in Table 6.6-2.

### Table 6.6-1. Drive Aisle Minimum Sizes

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>90 deg.</td>
<td>23 ft. min.</td>
<td>23 ft. min.</td>
<td>23 ft. min.</td>
</tr>
<tr>
<td>60 deg.</td>
<td>12.8 ft. min.</td>
<td>11.8 ft. min.</td>
<td>19.3 ft. min.</td>
</tr>
<tr>
<td>45 deg.</td>
<td>10.8 ft. min.</td>
<td>9.5 ft. min.</td>
<td>18.5 ft. min.</td>
</tr>
<tr>
<td>Parallel</td>
<td>10 ft. min.</td>
<td>12 ft. min.</td>
<td>20 ft. min.</td>
</tr>
</tbody>
</table>

### Table 6.6-2. Parking Stall Minimum Sizes

<table>
<thead>
<tr>
<th>Stall Type</th>
<th>Stall Width</th>
<th>Stall Length</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard Stall</td>
<td>8.5 ft. min.</td>
<td>18 ft. min.</td>
</tr>
<tr>
<td>Compact Stall</td>
<td>8 ft. min.</td>
<td>15 ft. min.</td>
</tr>
<tr>
<td>Parallel Stall</td>
<td>7 ft. min.</td>
<td>22 ft. min.</td>
</tr>
</tbody>
</table>
6.8. VEHICULAR PARKING LOT LANDSCAPING
6.8.1. Parking lot landscaping is required as specified in Chapter 7: Private Lot Landscaping.

6.9. BICYCLE PARKING LOCATION AND ACCESS: T5
6.9.1. On-street bicycle parking spaces and bicycle parking in parking district shared parking lots may be provided by the Metro District. Allocation of shared spaces towards individual requirements is determined by the Metro District.
6.9.2. Minimum required bicycle parking may be provided as follows:
   a. Provided by the parking district, on-street or in shared parking lots within 400 feet of the use;
   b. Provided on-site independent of the parking district;
   c. Both provided from the parking district and on-site.
6.9.3. Off-street bicycle parking must be located within buildings or behind or to the side of buildings relative to front lot lines.

6.10. REQUIRED BICYCLE PARKING
6.10.1. Bicycle parking is required in the amounts specified in Table 6.9-1, and as follows:
   a. A minimum percentage of spaces must be enclosed for each use;
   b. Enclosed spaces for multi-family residential must be located:
      i. In a common area on the ground floor;
      ii. In the ground floor of a separate structure on the same site;
      iii. In the ground floor of an attached structure.
   c. A maximum percentage of spaces may be located on-street for each use.

<table>
<thead>
<tr>
<th>USE</th>
<th>MINIMUM SPACES</th>
<th>ENCLOSED</th>
<th>ON-STREET SPACES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Multi-family Residential</td>
<td>1 per bedroom</td>
<td>40% min.</td>
<td>0% max.</td>
</tr>
<tr>
<td>Restaurant / Bar</td>
<td>1 / 1,000 sf</td>
<td>0% min.</td>
<td>100% max.</td>
</tr>
<tr>
<td>General Commercial</td>
<td>1 / 4,000 sf</td>
<td>0% min.</td>
<td>100% max.</td>
</tr>
<tr>
<td>Office</td>
<td>1 / 4,000 sf</td>
<td>20% min.</td>
<td>80% max.</td>
</tr>
<tr>
<td>Light Industry / Workshop</td>
<td>4</td>
<td>0% min.</td>
<td>100% max.</td>
</tr>
<tr>
<td>Industrial</td>
<td>4</td>
<td>0% min.</td>
<td>100% max.</td>
</tr>
<tr>
<td>Lodging</td>
<td>1 per 4 keys</td>
<td>60% min.</td>
<td>40% max.</td>
</tr>
<tr>
<td>Education &amp; Assembly</td>
<td>1 / 3,000 sf</td>
<td>0% min.</td>
<td>100% max.</td>
</tr>
</tbody>
</table>
6.11. JUSTIFICATION FOR MODIFICATIONS OF PARKING STANDARDS

6.11.1. As required by LUC Sections 4.29(G)(b) and (c), following is an in-depth explanation of how the modified development standards for Parking advance and are necessary for the achievement of the development objectives of Montava.

6.11.2. Parking standards modifications are necessary for Montava because the ownership model and proximity of building uses in Montava are unique, in particular within the Town Center. In the lower intensity areas, Montava's parking standards are similar to the LUC, with a few supplemental standards concerning garage orientation, access to parking, and driveway size limitations. Within the Town Center, Montava's design is based upon District-managed shared parking - for both cars and bikes - in lots and on-street parking. Rather than providing parking on an individual basis for each building or use, that parking is leased through the District. As a result the district can benefit from shared parking, using a park-once strategy. Being a mixed-use Town Center, individual properties may also benefit from shared parking if they choose to provide their own parking rather than working with the District. The shared parking strategy requires a different approach to parking requirements where shared parking is the rule rather than the exception. Each land use requires a minimum number of parking spaces as is typical. Shared parking is then a calculation applied across users of a shared parking lot, eliminating space requirements where the peak usage time differs between nearby land uses, such as housing and office.
7. PRIVATE LOT LANDSCAPING

7.1. OVERVIEW
7.1.1. The development standards of LUC Section 3.2.1 shall apply to development in the Montava PUD Master Plan except as modified in this Chapter.

7.2. MODIFICATIONS TO LAND USE CODE STANDARDS
7.2.1. Tree Planting Standards
   a. Section 3.2.1.(D),(1).c is modified to exempt landscape areas within frontages, which are required to be landscaped in accordance with Section 4.7 Frontage standards.

7.2.2. Landscape Standards
   a. Section 3.2.1.(E).(1) buffering requirements may not be accomplished with landform shaping in T3, T4, or T5.
   b. Section 3.2.1.(E).(2).(d) Foundation Planting is modified to exempt the following:
      i. Buildings in T5;
      ii. Where building walls are located within 5 feet of lot lines;
      iii. Where walls or fencing visually obscures the building wall from view at frontages.
   c. Section 3.2.1.(E).(4).(b) Parking Lot Perimeter Landscaping is modified as follows:
      i. Residential uses in T5 do not require screening;
      ii. Non-residential uses do not require screening;
      iii. Mid-block parking lots in T5 only require screening from streets.

7.3. LANDSCAPE MATERIALS
7.3.1. Landscape materials must comply with the following landscape materials lists and requirements:
   a. General Limitations
      i. City-approved species including native plants will be utilized;
      ii. Invasive species as listed in the Larimer County Noxious Weed Management Plan are prohibited;
      iii. Artificial plants or trees do not satisfy the requirements of this chapter.
   b. Edible Landscape
      i. Edible landscaping may be substituted for all landscape list materials except ground cover and grasses used adjacent to vehicular areas.
      ii. Edible landscape tree species within the public right-of-way and on private lots will be reviewed by City of Fort Collins at time of each PDP.

7.3.2. Native and pollinator supportive landscaping is recommended for ground cover, shrubs, and ornamental gardens.

7.4. JUSTIFICATION FOR PRIVATE LOT LANDSCAPING STANDARDS
7.4.1. As required by LUC Sections 4.29(G)(b) and (c), following is an in-depth explanation of how the modified development standards for Private Lot Landscaping advance and are necessary for the achievement of the development objectives of Montava.

7.4.2. Modifications to Landscape standards are necessary to enable the specific relationship between buildings and streets which is a key design feature of Montava. In the town center and other areas in the T5 district, buildings are located at the back of sidewalks. This
relationship supports walkable streets but leaves no space for landscaping between the building and streets with exemption of public right-of-way street trees. In other districts, the architectural design vision for Montava locates buildings at different distances from the sidewalk depending on the condition, which affects the amount of landscaping that can be located along the building. Overall the amount of landscaping provided is no less than required in the existing, unmodified standards, but the location of that landscaping differs as a result of building relationships with the street. This relationship is referred to as frontage, which is addressed in some LUC standards and addressed in a high level of specificity in Montava’s design standards. Landscape standards modifications enable Montava’s highly detailed frontage standards to direct design vision.
8. SIGNAGE

8.1. OVERVIEW

8.1.1. The development standards of LUC Section 3.8.7 shall apply to development in the Montava PUD Master Plan except as modified in this Chapter.

8.2. TRANSECT DISTRICT CORRELATION

8.2.1. For the purpose of determining applicable signage regulations in Section 3.8.7 of the Land Use Code, the Transect Districts correlate to Sign Districts as follows:
   a. T2: Commercial / Industrial
   b. T3: Single-Family
   c. T4: Mixed-Use
   d. T5: Downtown

8.3. MODIFICATIONS TO LAND USE CODE STANDARDS

8.3.1. External Sign Illumination
   a. Gooseneck and similar light sources which shield direct view of luminaires but are themselves visible and intended to be architecturally integrated into shopfronts are considered to conceal the light source from view, pursuant to Section 3.8.7.1(i)(3)(b).

8.4. JUSTIFICATION FOR SIGNAGE STANDARDS

8.4.1. As required by LUC Sections 4.29(G)(b) and (c), following is an in-depth explanation of how the modified development standards for Signage advance and are necessary for the achievement of the development objectives of Montava.

Montava’s signage standards section provides a correlation between the City’s Sign Districts and Montava’s Transect Districts to ensure the correct Sign District is used. Because Montava’s town center is modeled on traditional downtowns like Downtown Fort Collins, the Downtown Sign District is applied to T5. Other districts - Mixed-Use and Single-Family - are applied to Transect Districts as correlated to their uses. The Commercial / Industrial Sign District is applied to T2 to account for farm-related business signage.
9. ARCHITECTURAL CHARACTER

9.1. OVERVIEW

9.1.1. The development standards of this Chapter 9 for Architectural Character shall apply to all
development in the Montava PUD Master Plan. Such development modify all LUC standards
in Article 3 and Divisions 4.5, 4.27 and 4.28 thereof which regulate architecture with
exception of Division 3.8, Supplemental Regulations, which are the subject of Chapter 12.

9.2. BUILDING MATERIALS

9.2.1. Where multiple exterior materials are used on a single building, they may only be combined
through horizontal transitions, with the heavier material below.
   a. Building attachments and projections may differ in material from the building volume,
      with the attachment or projection being of a lighter material, except for chimneys where
      the projection may be of a heavier material.

9.2.2. Vinyl siding must imitate wood in size, thickness, profile, and joining.

9.2.4. All exposed exterior wood must be painted or stained.

9.3. OPENINGS

9.3.1. All openings, including porches, galleries, doors, and windows must be vertical or square in
proportion. Horizontal openings may be provided by combining multiple vertical or square
openings together.
9.3.2. Doors and windows that operate as sliders are prohibited along facades facing front or side
street lot lines.
9.3.3. Where exterior shutters are installed, they must be operable, and sized and oriented to fit
the entire opening when closed.

9.4. FOUNDATIONS

9.4.1. Any structure or building projection on a raised foundation with piers must have skirting or
wood lattice screening between piers.

9.5. SOLAR ORIENTATION

9.5.1. Where practical, roofs should be designed to provide generally unobstructed roof surfaces
facing south, south-east, or south-west, both in the overall roof form and in the location of
ventilation stacks, antennae, and other rooftop equipment and openings.

9.5.2. Building volumes and openings should be oriented to capture south, south-east, and south-
western light.

9.6. MECHANICAL EQUIPMENT AND REFUSE STORAGE

9.6.1. Building mechanical equipment, at or above ground level, and refuse storage must not be
visible from front or side street lot lines.
9.7. **OUTBUILDINGS**

9.7.1. Outbuildings, storage structures, and sheds should match the wall and roof style, color and material of the primary dwelling.

9.8. **JUSTIFICATION FOR ARCHITECTURAL CHARACTER STANDARDS**

9.8.1. As required by LUC Sections 4.29(G)(b) and (c), following is an in-depth explanation of how the modified development standards for Architectural Character advance and are necessary for the achievement of the development objectives of Montava.

9.8.2. Building design within Montava is coordinated among a number of standards in Chapter 9 of the PUD Master Plan Uses, Densities and Development Standards regarding Lots and Buildings, and supplemented with the Architectural Character controls of this Chapter 9, addressing general issues of architectural design. Current LUC standards concerning character are aimed at minimizing the impact of suburban development patterns and buildings by ensuring variety within a single structure, particularly in commercial and multi-family areas. Development within Montava differs from the LUC’s expectations as it is oriented towards LUC goals at its core, and based upon character, not style, as a community-wide element of design.

9.8.3. Due to the scale of Montava, specific stylistic details and materials may change by neighborhood. At the overall PUD Master Plan level, architectural character standards address broad but common details to be further supplemented. This Architectural Character chapter deals with basic material prohibitions, the combination of materials, the shape of openings, orientation of building shape for solar access, the location of mechanical systems and refuse storage, and outbuilding design. This set of foundational standards are embedded in Chapter 9 of the PUD Master Plan Uses, Densities and Development Standards regarding Lots and Buildings, which ensures that building are oriented to face streets and open spaces, that projection into yards and on facade (such as porches and stoops), are usable and coordinated, that fencing is appropriate in scale and materials, that a minimum amount of doors and windows is provided along streets, and that shopfronts are well designed. Together these ensure an overall harmony among buildings within Montava, yet allow for more specific architectural detail to be determined by phase.
10. CIVIC SPACE

10.1. OVERVIEW

10.1.1. The development standards of this Chapter 10 for Civic Space shall apply to all development of civic space in the Montava PUD Master Plan. Such development standards modify all LUC standards in Article 3 and Divisions 4.5, 4.27 and 4.28 thereof which regulate civic space, with the exception of Division 3.8, Supplemental Regulations, which are the subject of Chapter 12.

10.2. CIVIC SPACE TYPES

10.2.1. A civic space type must be selected for all parks and recreation, urban agriculture, and open lands provided within T3.1, T3.2, T4, and T5, as illustrated in Table 10.1-1.

10.2.2. Civic space types must be configured according to Table 10.1-2, Table 10.1-3, and as follows:
   a. The minimum dimension must be maintained throughout the civic space;
   b. For triangular spaces, proportion is the ratio of the shortest edge length to the longest edge length;
   c. For irregular spaces, proportion is measured using an inscribed rectangle;
   d. Building coverage includes covered and enclosed structures;
   e. Required landscaping excludes stormwater management areas;
   f. A minimum of 50% of trees provided must be Canopy shade trees;
   g. Stormwater management and LID infrastructure may be integrated into civic space design where indicated in Table 10.1-3;
   h. Stormwater management areas should be shared use where possible;
   i. Where civic space abuts existing or planned pedestrian or bicycle trails, pedestrian and bicycle trails must be continued through the civic space.

10.2.3. Civic space types must be programmed according to the following:
   a. Programming must be selected from Table 10.1-4;
   b. Each civic space must include a minimum number of program elements, in addition to requirement elements, as specified in Table 10.1-4.
<table>
<thead>
<tr>
<th>TYPE</th>
<th>ILLUSTRATION</th>
<th>TYPE</th>
<th>ILLUSTRATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>PARK</td>
<td></td>
<td>SQUARE</td>
<td></td>
</tr>
<tr>
<td>GREENWAY</td>
<td></td>
<td>PLAZA</td>
<td></td>
</tr>
<tr>
<td>COMPACT GREEN</td>
<td></td>
<td>POCKET PARK</td>
<td></td>
</tr>
<tr>
<td>GREEN</td>
<td></td>
<td>PASSAGE</td>
<td></td>
</tr>
<tr>
<td>TYPE</td>
<td>TRANSECT</td>
<td>STREET</td>
<td>SIZE</td>
</tr>
<tr>
<td>-----------------</td>
<td>-----------</td>
<td>------------</td>
<td>----------------</td>
</tr>
<tr>
<td></td>
<td>DISTRICTS</td>
<td>FRONTAGE</td>
<td>SIZE</td>
</tr>
<tr>
<td>Natural Area</td>
<td>All</td>
<td>n/a</td>
<td>5 acres min.</td>
</tr>
<tr>
<td>Park</td>
<td>All</td>
<td>1 side min.</td>
<td>5 acres min.</td>
</tr>
<tr>
<td>Greenway</td>
<td>All</td>
<td>25% perimeter</td>
<td>2 acres min. (may be interrupted by streets)</td>
</tr>
<tr>
<td>Compact Green</td>
<td>T3.2, T4</td>
<td>1 side min.</td>
<td>0.5 acres max.</td>
</tr>
<tr>
<td>Green</td>
<td>T3.1, T3.2, T4</td>
<td>2 sides min.</td>
<td>0.5 - 5 acres</td>
</tr>
<tr>
<td>Square</td>
<td>T4, T5</td>
<td>2 sides min.</td>
<td>0.2 - 3 acres</td>
</tr>
<tr>
<td>Plaza</td>
<td>T5</td>
<td>1 side min.</td>
<td>0.2 - 2 acres</td>
</tr>
<tr>
<td>Pocket Park</td>
<td>T3.2, T4, T5</td>
<td>1 side min.</td>
<td>1,000 sf - 0.25 acres</td>
</tr>
<tr>
<td>Passage</td>
<td>All</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>TYPE</td>
<td>IMPERVIOUS SURFACE</td>
<td>BUILDING COVERAGE</td>
<td>REQUIRED LANDSCAPE</td>
</tr>
<tr>
<td>-----------------</td>
<td>--------------------</td>
<td>-------------------</td>
<td>-------------------------------------------</td>
</tr>
<tr>
<td>Natural Area</td>
<td>n/a</td>
<td>n/a</td>
<td>TBD by City of Fort Collins</td>
</tr>
<tr>
<td>Park</td>
<td>n/a</td>
<td>n/a</td>
<td>TBD by City of Fort Collins</td>
</tr>
<tr>
<td>Greenway</td>
<td>30% max.</td>
<td>1% max.</td>
<td>1 Canopy tree or 2 Oramentals per 4,000 sf.</td>
</tr>
<tr>
<td>Compact Green</td>
<td>30% max.</td>
<td>3% max.</td>
<td>1 Canopy tree or 2 Oramentals per 3,000 sf.</td>
</tr>
<tr>
<td>Green</td>
<td>40% max.</td>
<td>5% max.</td>
<td>1 Canopy tree or 2 Oramentals per 3,000 sf.</td>
</tr>
<tr>
<td>Square</td>
<td>60% max.</td>
<td>50% max.</td>
<td>1 Canopy tree or 2 Oramentals per 4,000 sf.</td>
</tr>
<tr>
<td>Plaza</td>
<td>50 - 90%</td>
<td>15% max.</td>
<td>1 Canopy tree or 2 Oramentals per 6,000 sf.</td>
</tr>
<tr>
<td>Pocket Park</td>
<td>T3.2, T4: 50% max.</td>
<td>3% max.</td>
<td>1 Canopy tree or 2 Oramentals per 3,000 sf.</td>
</tr>
<tr>
<td></td>
<td>T5: 80% max.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Passage</td>
<td>70% max.</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>PROGRAM</td>
<td>NATURAL AREA</td>
<td>PARK</td>
<td>GROW- WAY</td>
</tr>
<tr>
<td>---------</td>
<td>--------------</td>
<td>------</td>
<td>-----------</td>
</tr>
<tr>
<td>Program Elements</td>
<td>n/a</td>
<td>5 min.</td>
<td>1 min.</td>
</tr>
<tr>
<td>Formal Garden</td>
<td>✔</td>
<td></td>
<td>✔</td>
</tr>
<tr>
<td>Community Garden*</td>
<td>✔</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pollinator Garden/Path*</td>
<td>✔</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>Playground</td>
<td>✔</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nature Play Area*</td>
<td>✔</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bird/Butterfly Garden*</td>
<td>✔</td>
<td></td>
<td>✔</td>
</tr>
<tr>
<td>Dog Park</td>
<td>✔</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Skate Park</td>
<td>✔</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Exercise Equipment</td>
<td>✔</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>Athletic Fields - structured</td>
<td>✔</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Athletic Fields - unstructured</td>
<td>✔</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Paths (walking)</td>
<td>Required</td>
<td>Required</td>
<td>Required</td>
</tr>
<tr>
<td>Paths (cycling)</td>
<td>✔</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>Performance Space</td>
<td>✔</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Outdoor Dining &amp; Sales</td>
<td>✔</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Conservation Area</td>
<td>Required</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
TABLE 10.2-4. CIVIC SPACE PROGRAM

<table>
<thead>
<tr>
<th>PROGRAM</th>
<th>NATURAL AREA</th>
<th>GREEN-PARK WAY</th>
<th>COMPACT GREEN</th>
<th>SQUARE</th>
<th>PLAZA</th>
<th>POCKET PARK</th>
<th>PASSAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Restroom Facilities</td>
<td>Required</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

c. A minimum of two (2) Nature in the City elements, signified with an asterisk (*) in Table 10.1-4 shall be incorporated into each Phase of development.

10.3. JUSTIFICATION FOR CIVIC SPACE STANDARDS

10.3.1. As required by LUC Sections 4.29(G)(b) and (c), following is an in-depth explanation of how the modified development standards for Civic Space advance and are necessary for the achievement of the development objectives of Montava.

10.3.2. Montava’s system of parks and open spaces, with the exception of the Community Park, are distributed broadly throughout Montava and vary in their design and programming. They are connected in a network throughout the community, providing trails, places for active and passive recreation, and places for gathering in a variety of different land use contexts. To coordinate civic space use and design with adjacent land uses, the development standards uses a series of recognizable types, such as plazas, squares, and greens, and relates them to the appropriate land use context. For instance, in the Town Center, plazas and squares with active programming are appropriate while within lower intensity neighborhoods, pocket parks and playgrounds are appropriate. Each civic space type has associated size and proportion requirements to ensure they are right-sized for their context and activities. Distributing and diversifying these spaces provides greater variety and more frequent access of open spaces to neighborhood residents, further supporting walkability. These standards are similar to the park requirements of Article 4 of the LUC, modifying them to implement the vision of Montava and ensuring that open spaces are active and diverse in support of LUC goals.

10.3.3. This modification to standards allows for design innovation by promoting a diversity of types of parks and open spaces. While large neighborhood parks check the box, they don’t always meet residents’ needs, nor are they sufficiently close to where they live. Montava’s park and open space system provides for open space activities and access in a more distributed manner, more frequently throughout the community. The distributed system allows the design of each type of space to be coordinated with surrounding land uses. Montava’s system of parks and civic spaces are designed to fulfill the purpose of neighborhood parks according to the Park and Recreation Policy Plan, providing a variety of passive and active recreational uses and amenities to meet the needs of a growing and changing population that are well distributed throughout the community and connected to and within walking distance of the neighborhoods they are intended to serve. Additionally, a significant trail system is integrated into the community’s design, connecting surrounding regional trails and new community assets, providing a public benefit for both Montava residents and the City as a whole.

10.3.4. The civic space development standards ensure that the parks and open spaces provided are activated to fulfill adequate public facility needs, while also ensuring that they are diverse in size, location, and design in order to implement the vision of Montava.
Figure 3- Larger Civic Space Areas
11. BUFFERING FOR RESIDENTIAL AND HIGH OCCUPANCY BUILDING UNITS

11.1. OVERVIEW

11.1.1. LUC Section 3.8.26 requires use of a Buffer Yard D to buffer residential and high occupancy building units from oil and gas operations.

11.1.2. The development standards of LUC Section 3.8.26 shall apply to development of residential and high occupancy building units in the Montava PUD Master Plan except as modified in this Chapter.

11.2. MODIFICATIONS TO LAND USE CODE STANDARDS

11.2.1. Prior to the approval of any Project Development Plan for any phase of development that includes a residential dwelling within 500’, or a high occupancy building unit within 1000’, of one of the two Verified Well Locations within the Montava PUD Master Plan, the Developer shall, with oversight from the Colorado Oil and Gas Conservation Commission (“COGCC”), cause the well at each such location to be plugged or replugged, as applicable, and abandoned utilizing a process reasonably similar to the COGCC-recommended process described in Section 11.2.6. Evidence of the plugging or replugging, as applicable, and abandonment of a well shall be provided to the City.

11.2.2. Buffer Yard D is exempt from the distances and screening requirements referred to in LUC Section 3.8.26(C)(3) and set forth in Chart 2.

11.2.3. The standards applicable to Buffer Yard D in LUC Sections 3.8.26(C)(4)(a), (b) and (e) are modified as follows and as subject to Sections 11.2.3 and 11.2.4 below:

i. Measured. For purposes of the Buffer Yard D standards, the buffer yard shall be measured as the distance from the center of any plugged well to the nearest wall or corner of any dwelling or high occupancy building unit location. Buffer Yard D areas may include paved areas.

ii. Minimum Buffer Distances. The following minimum buffer distances shall apply:

   (1) Residential Development. The minimum buffer between a dwelling and the center of any plugged well shall be one hundred fifty (150) feet. Public playgrounds, parks, recreational fields, or community gathering spaces shall not be placed within a buffer. Private common areas within a buffer shall not contain playgrounds, parks, recreational fields, or community gathering spaces.

   (2) High Occupancy Building Units. The minimum buffer between a high occupancy building unit and the center of any plugged well shall be one hundred fifty (150) feet. Public or private playgrounds, parks, recreational fields, or community gathering spaces shall not be allowed within a buffer.

iii. Buffer Yard D is exempt from the fencing requirements of Section 3.8.26(C)(4)(e).

11.2.4. The Developer shall for a period five (5) years after the plugging or replugging, as applicable, of the well at each Verified Well Location within the PUD Master Plan complete annual soil and groundwater monitoring at each such location in accordance with the Sampling and Monitoring Plan approved pursuant to Section 11.3.2 below. The results of the annual monitoring shall be provided to the City.

11.2.5. In the event that the results of the annual monitoring indicate that the soil, gas and/or groundwater quality has been adversely impacted in the vicinity of a plugged well, the Developer shall take reasonable and appropriate steps to address any such condition in
accordance with the following applicable regulations: United States Environmental Protection Agency ("USEPA") Residential Soil Regional Screening Levels ("RSLs"); Colorado Department of Public Health and Environment’s ("CDPHE") Groundwater Protection Values Soil Cleanup levels, and Colorado Oil and Gas Conservation Commission ("COGCC") 900 Series Rule Table 910-1 screening levels (as to soil); and USEPA Maximum Contaminant Limits ("MCLs"); and CDPHE Groundwater Organic Standards (as to groundwater).

11.2.6. Developer shall utilize a process reasonably similar to the following COGCC-recommended process for plugging or replugging, as applicable, and abandonment of a well in the Montava PUD Master Plan, which process shall be customized to address the particular conditions of the well: Plug well with cement to refusal depth, with cement plugs in 100’ lifts to the surface, applying pressure not to exceed 150 psi to push cement into voids; cap and weld within 6’ of the surface to allow for future locates; grade finish surface smooth.

11.3. JUSTIFICATION FOR BUFFERING FOR RESIDENTIAL AND HIGH OCCUPANCY BUILDING UNITS

11.3.1. As required by LUC Sections 4.29(G)(3)(b) and (c), following is an in-depth explanation of how the modified development standards for Buffering for Residential and High Occupancy Building Units advance and are necessary for the achievement of the development objectives of Montava.

11.3.2. A Phase I Environmental Assessment of the Montava PUD property was completed by ERO Resources Corporation on September 21, 2017 and a copy thereof is included as Supplemental Documentation to the PUD Master Plan.

Historic documentation, including mapping, GPS coordinates and location and well bore data and lots, was obtained from the COGCC for two well sites within the Montava PUD Master Plan boundary; neither well has a documented history of active operations. The Lind Farms (west) wellbore documentation indicates it was drilled, abandoned and plugged within a short time period in 1973. The Chandler (east) wellbore documentation dated 1999 indicates it was drilled and abandoned. Historic documentation for the two wells has been provided as Supplemental Documentation to the PUD Master Plan.

There is no visible sign of either the Lind Farms or Chandler wellbores. Farming operations have taken place over the well locations for many years. Since there is no visible sign of the wells, the Developer engaged Ground Penetrating Radar Systems, LLC ("GPRS") to search for the underground well heads using ground-based electromagnetic equipment, and evidence of the two well locations was discovered in June, 2018. Shallow excavations were conducted in both locations, but no well head was found or exposed, so they were presumed to be deeper underground.

Subsequent to the Phase I Environmental Assessment and the GPRS site survey, TRC Solutions, a qualified environmental engineering and consulting firm with experience in oil and gas investigations prepared a Sampling and Monitoring Plan dated June 21, 2018 which
plan was approved by the Director. The approved Sampling and Monitoring Plan includes the following requirements:

i. Site survey, historical research, and/or physical locating techniques to determine exact location and extent of oil and gas operations and facilities

ii. Documentation of plugging activities, abandonment and any subsequent inspections.

iii. Soil sampling, including soil gas testing means and methods

iv. Groundwater sampling means and methods

Thereafter, TRC Solutions conducted site investigations, sampling and testing in accordance with the approved Sampling and Monitoring Plan and prepared a Phase II Environmental Assessment on June 19, 2019. The sampling results for soil were screened against the following applicable residential regulations: USEPA Residential Soil RSls; CDPHE Groundwater Protection Values Soil Cleanup levels, and COGCC 900 Series Rule Table 910-1 screening levels. The sampling results for groundwater were screened against the following applicable residential regulations: USEPA MCLs; and CDPHE Groundwater Organic Standards. The report concluded that the soil and groundwater samples at the two well locations met these requirements and that there are no constituents in the soil or groundwater that pose risk to human health or the environment. Therefore, the Minimum Buffer Distances set forth in Section 11.2.3 above would not pose a greater health or safety risk for future residents or users of the site than the Minimum Buffer Distances set forth in Section 3.8.26(C)(4)(b). A copy of the approved Phase II Environmental Assessment is included as Supplemental Documentation to the PUD Master Plan.

On September 30, 2019, the Developer engaged Juniter Unmanned Inc. to conduct a drone-mounted aerial magnetic survey of each of the two quarter sections that include the mapped wells, The location of the Lind Farms well bore was confirmed, however, it was determined that the Chandler wellbore is in a different location than had previously been identified. The verified locations of both the Lind Farms and Chandler well bores (“Verified Well Locations”) are shown on the Montava PUD Master Plan. Both Verified Well Locations are subject to the requirements of Section 11.2 which require plugging or re-plugging, as applicable, use of a Buffer Yard D as modified herein, and five years of annual monitoring with remediation, if necessary.

11.3.3 Modifications to the minimum buffer distances from oil well locations are necessary to enable the uses and densities, including the farm, which are key features for Montava. The oil well sites are located in the area of the planned farm and contiguous residential neighborhoods. The west well area will be protected as a natural open space, and the east well area will remain in farming operations or supporting farm uses. This modification significantly advances the development objectives of the PUD Master Plan by promoting innovation in design and contiguity within neighborhood uses. This modification provides greater documentation, testing and certainty of potential nuisances related to the abandoned, non-operational oil well sites.
# 12. MODIFICATIONS TO SUPPLEMENTAL REGULATIONS

## 12.1. OVERVIEW

12.1.1. Pursuant to LUC Section 4.29(G)(1), the Supplemental Regulations of LUC Division 3.8 are modified as set forth in Table 12.1 below. The provisions of Division 3.8 that are not modified herein or in Chapter 11 shall continue to be applicable to development within the Montava PUD Master Plan.

<table>
<thead>
<tr>
<th>Sec.</th>
<th>Title</th>
<th>Modification</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.8.7</td>
<td>Signs</td>
<td>Sec. 3.8.7 will be modified in accordance with Chapter 8 of the Montava PUD Master Plan Uses, Densities and Development Standards.</td>
</tr>
<tr>
<td>3.8.9</td>
<td>Yards</td>
<td>Sec. 3.8.9 is modified by Chapter 5 of the Montava PUD Master Plan Uses, Densities and Development Standards.</td>
</tr>
<tr>
<td>3.8.10</td>
<td>Single-Family and Two-Family Parking Requirements</td>
<td>Sec. 3.8.7 is modified by Chapter 6 of the Montava PUD Master Plan Uses, Densities and Development Standards.</td>
</tr>
<tr>
<td>3.8.11</td>
<td>Fences and Walls</td>
<td>Sec. 3.8.11 is modified by Chapter 5, Section 5.10 of the Montava PUD Master Plan Uses, Densities and Development Standards.</td>
</tr>
<tr>
<td>3.8.14</td>
<td>Preemption Uses</td>
<td>Sec. 3.8.14 is modified to refer to the uses not permitted under the provisions of Chapter 2 of the Montava PUD Master Plan Uses, Densities and Development Standards, and to compliance with all development standards of the Montava PUD Master Plan Uses, Densities and Development Standards.</td>
</tr>
<tr>
<td>3.8.15</td>
<td>Housing Model Variety</td>
<td>Sec. 3.8.15 is modified by Chapter 5 of the Montava PUD Master Plan Uses, Densities and Development Standards.</td>
</tr>
<tr>
<td>3.8.17</td>
<td>Building Height</td>
<td>Sec. 3.8.17 is modified by Chapter 5, Section 5.6 of the Montava PUD Master Plan Uses, Densities and Development Standards.</td>
</tr>
<tr>
<td>3.8.19</td>
<td>Setback Regulations</td>
<td>Sec. 3.8.19 is modified by Chapter 5, Section 5.5 of the Montava PUD Master Plan Uses, Densities and Development Standards.</td>
</tr>
<tr>
<td>3.8.25</td>
<td>Permitted Uses; Abandonment Period/Reconstruction of Permitted Uses</td>
<td>Sec. 3.8.25 is modified to refer to the applicable standards of the Montava PUD Master Plan Uses, Densities and Development Standards.</td>
</tr>
</tbody>
</table>
Table 12.1-1 Modification to Supplemental Regulations

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.8.28</td>
<td>Extra Occupancy Rental House Regulations</td>
<td>Sec. 3.8.28 is modified to allow extra occupancy rental houses in Transect T4 subject to the occupancy limits and separation requirements of the L-M-N zone, and modified to allow extra occupancy rental houses in Transect T5 subject to the occupancy limits and separation requirements of the M-M-N zone, with both subject to basic development review and the occupancy restriction contained in Chapter 2, Section 2.3.5 of the Montava PUD Master Plan Uses, Densities and Development Standards.</td>
</tr>
<tr>
<td>3.8.30</td>
<td>Multi-family and Single-family Attached Dwelling Development Standards</td>
<td>Sec. 3.8.30 is modified by Chapter 5 of the Montava PUD Master Plan Uses, Densities and Development Standards.</td>
</tr>
</tbody>
</table>
| 3.8.34  | Short Term Rentals                                                           | Sec. 3.8.34(C) is modified to refer to the transects and special districts of the Montava PUD Master Plan and their respective lists of permitted uses described in Chapter 2 of the Montava PUD Master Plan Uses, Densities and Development Standards.  
Sec. 3.8.34(D) is modified to refer to the Parking standards in Chapter 6 of the Montava PUD Master Plan Uses, Densities and Development Standards. |

12.2. JUSTIFICATION FOR MODIFICATIONS

12.2.1. As required by LUC Sections 4.29(G)(b) and (c), following is an in-depth explanation of how the modifications to the Supplemental Regulations advance and are necessary for the achievement of the development objectives of Montava.

12.2.2. Unlike other LUC standards, the Supplemental Regulations cover a wide variety of subjects. As a result there are a variety of reasons that modifications are necessary to enable the development vision of Montava.

12.2.3. Section 3.8.7 Signs: This section is modified in order to correlate existing signage provisions to the Transect Districts used in Montava. Minor modifications are included in order to address the types of buildings planned for Montava's town center. The building are similar to Downtown's existing building stock. As such, the majority of existing standards are retained.

12.2.4. Sections 3.8.8 Lots and 3.8.9 Yards: These sections are closely related and replaced together by Montava's design standards which specify lot sizes, setbacks, and frontage yard standards in accordance with the Transect Districts and building types planned for Montava. The Transect Districts each handle yards differently, related to the type of buildings and uses within them. Lot sizes, orientation, and boundaries similarly vary by Transect District in order to accommodate the building types and uses specific to each district.

12.2.5. Section 3.8.10 Single-Family and Two-Family Parking Requirements: This section is modified by Montava's comprehensive parking standards, which include standards for each use, with differentiation based upon Transect District. This differentiation correlates with
parking demand differences between neighborhoods and centers, and accommodates parking conditions anticipated by Montava’s development intent.

12.2.6. Section 3.8.11 Fencing and Walls: This section is modified by Montava’s design standards which are tightly correlated with standards for lots, yards, and building facades, coordinated by Transect District. Fencing allowances differ by Transect District in material, height, location, and where they are permitted or prohibited. The standards also address the Frontage Yard concept of the Montava design standards which is the most significant design control, coordinating yard elements according to the intensity of use in each district.

12.2.7. Section 3.8.14 Preemption Uses: This section is modified in order to correlate the existing standards with Montava’s Transect Districts, within which uses are regulated. Details of Section 3.8.14 standards are not modified.

12.2.8. Section 3.8.15 Housing Model Variety: This section is modified because it is provided for in an alternative manner and precludes unforeseen means of providing for model variety. Additionally, the repetition of a small number of units has been used very successfully as an advantageous design feature. Housing model control is provided by the mixture of Transect Districts and lot sizes proposed for Montava. Lot size variety responds to different housing types that are desired by the market. At the scale of Montava, the development has to attract residents from multiple market segments. Each phase of Montava targets 3 or more market segments, which demand different types and sizes of homes. Across the site, the mixture of Transect Districts further varies the lot conditions for homes, with different responses to varied setbacks and street conditions. Overall, variety of experience is central to Montava’s design vision.

12.2.9. Section 3.8.17 Building Height: This section is modified by Montava’s design standards in order to correlate building height to Montava’s Transect Districts and encourage compatibility. Building height is limited by the district, most of which are mixed-use. Height similarities between uses aids in use compatibility within mixed-use neighborhoods. Building height is correlated with setbacks and frontage yards to establish the character of each Transect District.

12.2.10. Section 3.8.19 Setback Regulations: This section is modified by Montava’s design standards in order to correlate building height to Montava’s Transect Districts and encourage compatibility. Setbacks are determined by the Transect District rather than by building use. Consistent setback ranges between different uses and building types contribute to compatibility, along with similarities in building height. Similarly, a townhouse very close to the sidewalk with a stoop responds to a very different market demand and character than a townhouse with a deep, landscaped setback and a porch. The physical relationship between buildings and sidewalks and variation thereof across the site establishes the character of each Transect District.

12.2.11. Section 3.8.25 Permitted Uses; Abandonment Period/Reconstruction of Permitted Uses: This section is modified in order to reference the applicable Montava design standards as they are applicable to aspects of abandonment and reconstruction. Other specific requirements of Section 3.8.25 are not modified.

12.2.12. Section 3.8.28 Extra Occupancy Rental House Regulations: This section is modified in order to correlate Montava’s Transect Districts to the applicable standards in Section 3.8.28 for Transect Districts within which the use is permitted. Other specific requirements of Section 3.8.28 are not modified.

12.2.13. Section 3.8.30 Multi-Family and Single-Family Attached Dwelling Development Standards: This section is modified by Montava’s design standards which establish use compatibility
within mixed-use neighborhoods by Transect Districts. Each district employs similar building height, setback, yard, and façade treatment standards in order to create compatibility between single-family, single-family attached, multi-family, and non-residential uses.

12.2.14. Section 3.8.34 Short Term Rentals: This section is modified to refer to the Transect District use tables for Montava in order to determine where Short Term Rentals are permitted, and to Montava’s parking standards for standards related to Short Term Rentals.
13. DEFINITIONS

13.1. REQUEST FOR MODIFIED DEFINITIONS

13.1.1. The following definitions shall apply whenever one of the following specific terms is used in the PUD Master Plan and such definition shall modify Section 5.1.2 of the LUC in regard to such terms. With the exception of the definitions contained in this Chapter 13 and any future definition modifications which may be approved, the definitions of LUC Section 5.1.2 shall apply to development within the PUD Master Plan.

13.1.2. **Term.** Definition.

a. **Accessory Dwelling Unit (ADU).** A dwelling unit that is subservient to a primary dwelling unit in size, location, and design, often located above garages or in independent buildings towards the rear of a property. ADU’s may be rented provided the property owner lives in the primary dwelling unit. Alternatively, the property owner may live in the ADU and rent the primary dwelling unit.

b. **Alley Loaded.** Referring to properties where vehicular access is provided from an alley.

c. **Civic Space.** The category of use types described in Chapter 10 which are intended for active or passive recreation, community gatherings and events, and public and/or private supportive structures.

d. **Cluster; Cottage Cluster; Cluster Housing; Building Cluster.** More than one building arranged on a single lot or adjacent lots, designed together for aesthetic purposes or for the purpose of repeated building within Montava.

e. **Continuous Yard.** A yard type where the yards of neighboring properties are not distinguished from each other by fencing, hedges, or buildings.

f. **Facade.** The vertical elevation of a building along one plane.

g. **Farm animals.** Animals commonly raised or kept in an agricultural, rather than an urban, environment, including, but not limited to, chickens, pigs, sheep, goats, horses, cattle, llamas, emus, ostriches, donkeys and mules, chicken hens, ducks or pygmy or dwarf goats.

h. **Food catering or small food product preparation.** An establishment in which the principal use is the preparation of food and/or meals on the premises, and where such food and/or meals are delivered to another location for consumption or distribution, and where such use occupies not more than five thousand (5,000) square feet in gross floor area in T2 and not more than two thousand (2,000) square feet in gross floor area in T4.

i. **Food membership distribution site.** A site where a producer of agricultural products delivers them for pick-up by customers who have pre-purchased an interest in the agricultural products.

j. **Front setback.** The closest distance a structure is permitted to be located relative to the front lot line.

k. **Frontage.** The portion of the property located between the front lot line and the primary structure front setback and between the side street lot line and the primary structure side street setback, extended to side and rear lot lines.

l. **Frontage, Primary.** (see Primary Frontage)

m. **Frontage, Secondary.** (see Secondary Frontage)

n. **Frontage Projection.** Building elements that project forward more than 2 feet beyond frontage facades into the front setback or side street setback.
o. **Frontage Facade.** The building facade closest to and facing the front lot line and the side street lot line.

p. **Frontage Facade Fencing.** Fencing that is aligned with, or parallel up to 20 feet behind, a frontage facade, spanning between the frontage facade and a side or rear property line.

q. **Frontage Fencing.** Yard fencing that is located along or within frontages.

r. **Frontage Landscaping.** Landscaping that is located within a frontage.

s. **Frontage Yard.** The portion of a property located between frontage facades and frontages.

t. **Glazing; Facade Glazing.** The portion of a building facade that is comprised of transparent glass, typically set in windows and doors.

u. **Housing Cluster.** (see Cluster Housing)

v. **Intensity.** A relative measure used to describe the extent or amount of activity, housing, or diverse uses in a given area.

w. **Landscape area** means that area within the boundaries of a lot or tract of land which consists of planting materials including, but not limited to, trees, shrubs, ground covers, grass, flowers, and native plant materials; also including, but not limited to, inorganic features such as concrete planters, stone, brick, and aggregate forms, water, and other landscape elements. Inorganic elements shall not predominate over the use of organic plant material. Artificial plants are not considered landscape materials.

x. **Liner Building.** A building or structure that is located between an off-street parking area and a street, which provides a visual barrier partially or wholly obscuring the off-street parking area from view by pedestrians along sidewalks.

y. **Lot Coverage.** The portion of a lot that is covered by impervious surfaces as a percentage of the gross lot area.

z. **Lot Occupation.** The portion of a lot that is covered by buildings and covered structures as a percentage of the gross lot area.

aa. **Off-street parking space.** A parking space on private land accessible from a usable street or alley.

bb. **Open-air farmers market.** An occasional or periodic market held in an open area or in a structure where groups of individual sellers offer for sale to the public such items as fresh produce, seasonal fruits, fresh flowers, arts and crafts items, and food and beverages (but not to include second-hand goods) dispensed from booths located on-site.

cc. **Outbuilding.** A structure that is of secondary importance, due to both size and use, to one or more principal buildings on a lot. Outbuildings may contain accessory uses, including accessory dwelling units.

dd. **Outdoor vendor.** Any person, whether as owner, agent, consignee or employee, who sells or attempts to sell, or who offers to the public free of charge, any services, goods, wares or merchandise, including, but not limited to, food or beverage, from any outdoor location, except for those activities excluded from the definition of outdoor vendor in §15-381 of the City Code.

e.e. **Primary Frontage.** Frontage that is located along the property line that bears the lot’s address.

ff. **Principal Buildings.** Any structure on a lot that is not considered an outbuilding.
gg. **Rear Alley Setback.** The closest distance a structure is permitted to be located relative to the rear lot line in instances that an alley is located along the rear lot line.

hh. **Rear Setback.** The closest distance a structure is permitted to be located relative to the rear lot line.

ii. **Secondary Frontage.** All frontages other than the primary frontage.

jj. **Shopfront.** The portion of a facade bordering a commercial occupancy or tenant.

kk. **Side Setback.** The closest distance a structure is permitted to be located relative to the side lot line.

ll. **Side Street Lot Line.** Any lot line, other than the front lot line, that is located along a right-of-way or civic space.

mm. **Side Street Setback.** The closest distance a structure is permitted to be located relative to the side street lot line.

nn. **Side Shared Fencing.** Fencing that is located along property lines shared between two or more properties.

oo. **STC.** Sound Transmission Class, a standard measure of the amount of sound insulation provided by a material or assembly of materials.

pp. **Story.** The vertical extent of one floor within a structure.

qq. **Street Screen.** A wall, hedge, structure, or other element that partially or wholly obscures the view of off-street parking and services areas from view by pedestrians along sidewalks.

rr. **Transect.** An organizational element used to arrange, divide, and allocate elements of the built environment and their regulations in order to establish compatibility through intensity of use, diversity of use, hardness of material, height of buildings, and other elements of the built environment rather than through the buffering of different adjacent uses.

ss. **Urban agriculture.** Gardening or farming involving any kind of lawful plant, whether for personal consumption, sale and/or donation, including the cultivation, storage and sale of crops, vegetables, plants and flowers produced on the premises.

tt. **Value Added Agriculture.** Processing, packaging and preservation of agricultural commodities and products for storage or sale.

uu. **Veterinary facilities, hospital.** Any facility which is maintained by or for the use of a licensed veterinarian in the diagnosis, treatment or prevention of animal diseases.

### 13.2. JUSTIFICATION FOR DEFINITIONS

13.2.1. As required by LUC Sections 4.29(G)(b) and (c), following is an explanation of how the modified Definitions advance and are necessary for the achievement of the development objectives of Montava.

To ensure that Montava’s development standards are properly interpreted, a set of additional definitions is provided. Three types of terms are included: terms that are unique to Montava are included, terms within the Land Use Code that are modified for use within Montava, and terms within the Land Use Code we wish to vest with their current definition. Some terms are similar to LUC terms, such as those relating to lot lines and frontages. These new definitions are designed to clarify regulations relating to frontage, which also rely upon lot lines to determine where frontages are located. These development standards focus more heavily on frontage than the LUC, necessitating new definitions. New use definitions are also included, primarily to ensure that the Farm can fully function and that agrarian
elements can be fully integrated into Montava, as envisioned in the Mountain Vista Subarea Plan.
EXHIBIT “B”
Description of PUD Property


BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 32 WHENCE THE SOUTH QUARTER CORNER BEARS S00°29'18"E A DISTANCE OF 5289.91 FEET AND CONSIDERING ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE S89°35'02"E A DISTANCE OF 2638.10 FEET;  
THENCE S89°53'24"E A DISTANCE OF 1773.90 FEET;  
THENCE S00°00'00"E A DISTANCE OF 510.00 FEET;  
THENCE S89°53'24"E A DISTANCE OF 864.98 FEET;  
THENCE S00°16'21"E A DISTANCE OF 1475.57 FEET;  
THENCE S89°59'54"E A DISTANCE OF 397.54 FEET;  
THENCE S00°20'11"E A DISTANCE OF 380.10 FEET;  
THENCE S89°59'31"E A DISTANCE OF 397.12 FEET;  
THENCE S00°16'21"E A DISTANCE OF 2906.93 FEET;  
THENCE S00°06'47"E A DISTANCE OF 50.00 FEET;  
THENCE S89°47'00"E A DISTANCE OF 945.36 FEET;  
THENCE S00°00'50"E A DISTANCE OF 15.00 FEET;  
THENCE N89°59'10"E A DISTANCE OF 1022.26 FEET;  
THENCE S84°33'41"E A DISTANCE OF 150.45 FEET;  
THENCE S00°31'28"E A DISTANCE OF 220.49 FEET;  
THENCE S19°10'52"E A DISTANCE OF 716.33 FEET;  
THENCE S00°01'40"E A DISTANCE OF 296.08 FEET;  
THENCE S00°30'00"W A DISTANCE OF 783.98 FEET;  
THENCE N88°21'45"W A DISTANCE OF 92.96 FEET;  
THENCE S86°38'15"W A DISTANCE OF 1900.01 FEET;  
THENCE S68°38'10"W A DISTANCE OF 99.99 FEET;  
THENCE S55°58'15" W A DISTANCE OF 200.00 FEET;  
THENCE S36°58'15"W A DISTANCE OF 199.96 FEET;  
THENCE S89°38'15"W A DISTANCE OF 15.00 FEET;  
THENCE S00°06'47"W A DISTANCE OF 139.93 FEET;  
THENCE N89°11'06"W A DISTANCE OF 2627.63 FEET;  
THENCE N00°23'56"E A DISTANCE OF 2580.05 FEET;  
THENCE N89°53'45"W A DISTANCE OF 2639.82 FEET;  
THENCE S89°44'44"W A DISTANCE OF 1339.28 FEET;  
THENCE N01°15'55"W A DISTANCE OF 1062.88 FEET;  
THENCE S89°50'10"W A DISTANCE OF 721.52 FEET;
THENCE N01°15'28"W A DISTANCE OF 1589.29 FEET;
THENCE N89°50'10"E A DISTANCE OF 2060.57 FEET;
THENCE N00°29'18"W A DISTANCE OF 2644.95 FEET TO THE POINT OF BEGINNING;


SAID PARCEL CONTAINS 998.50 ACRES (43,494,643.5422 SQUARE FEET) MORE OR LESS AND IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS NOW IN USE OR OF RECORD
EXHIBIT B-1

Copy of draft B.A.R.I. BARLEY RESEARCH FACILITY AMENDMENT NO. 1 MINOR PLAT, a proposed replat of Lot 1, Block 1, of "Final Plat of B.A.R I. Barley Research Facility" recorded March 22, 1989 at Reception No. 89012104

[two pages attached]
EXHIBIT “C”

[These conditions will be added to Sheet 1 of the PUD Master Plan]

1. Condition regarding Plan amendments:

Approval of the PUD Master Plan is contingent upon City Council adopting the proposed amendments to the Mountain Vista Subarea Plan, Master Street Plan and Parks and Recreation Matters Policy Plan as proposed by the Montava PUD Master Plan.

2. Oil and Gas Condition:

Prior to the approval of any Project Development Plan within the Montava PUD Master Plan for any phase of development that includes a residential dwelling within 500’, or a high occupancy building unit within 1000’, of the Lind Farms or Chandler well bores respectively, the Developer shall, with oversight from the Colorado Oil and Gas Conservation Commission, cause the well at each such location to be plugged or replugged, as applicable, and abandoned utilizing a process reasonably similar to the process described in Section 11.2.6 of the Montava PUD Master Plan Uses, Densities, and Development Standards, as such process may be customized to address the particular conditions of the well. Evidence of the plugging or replugging, as applicable, and abandonment of a well shall be provided to the City.

The Developer shall for a period five (5) years after the plugging or replugging, as applicable, of the Lind Farms or Chandler well respectively, complete annual soil and groundwater monitoring at each such location in accordance with the Sampling and Monitoring Plan approved pursuant to Section 11.3.2 of the Montava PUD Master Plan Uses, Densities, and Development Standards. The results of the annual monitoring shall be provided to the City. In the event that the results of the annual monitoring indicate that the soil, gas and/or groundwater quality has been adversely impacted in the vicinity of a plugged well, the Developer shall take reasonable and appropriate steps to address any such condition in accordance with the following applicable regulations: United States Environmental Protection Agency (“USEPA”) Residential Soil Regional Screening Levels; Colorado Department of Public Health and Environment’s (“CDPHE”) Groundwater Protection Values Soil Cleanup levels, and Colorado Oil and Gas Conservation Commission 900 Series Rule Table 910-1 screening levels (as to soil); and USEPA Maximum Contaminant Limits; and CDPHE Groundwater Organic Standards (as to groundwater).

3. Parks Conditions:

Approval of the PUD Master Plan is subject to the following conditions:

- The PUD Master Plan, and subsequent Project Development Plans (PDPs) for phased development, will include, to the extent that the #8 ditch is not piped at such locations, the following grade-separated pedestrian and trail crossings, including one which connects non-contiguous parkland:
  - Grade-separated pedestrian and trail underpass crossings will be provided by the
Developer at locations #2 and #3 as shown on the attached map. The design of such crossings shall be reasonable and feasible under all the circumstances and shall consider the feasible preservation of useable parkland and the provision of convenient, safe and attractive pedestrian access. Crossing design to be mutually agreed to before PDP approval for the relevant phase(s) of the development.

- The Montava PUD Master Plan identifies grade-separated pedestrian and trail underpass crossings at locations #1 and #4 on the attached map. The Developer acknowledges that an equitable, proportionate share of the design and construction cost of such underpass crossings will be necessary; such cost sharing shall be identified and mutually agreed upon before PDP approval of the relevant phase(s) of the development, recognizing that adjacent developments and the City (Park Planning & Development) should equitably and proportionately share in such cost.

- At-grade crossings have been identified within the Montava PUD Master Plan. Dependent upon City funding availability, among other elements, Park Planning & Development desires to keep the option open for potential grade-separated crossings at these locations in the event that the #8 ditch is not piped at such locations. Therefore, the Developer agrees to engage in good faith negotiations with the City for the acquisition by the City of potential easements for any such grade separated crossings as well as the design of any such crossings.

- A public access and trail easement along the proposed #8 ditch corridor will be provided by Developer between trail crossings #1 and #4. As indicated conceptually in the Master Plan and the cross-section on the attached exhibit, the easement area along any portions of the ditch that are not piped north of the Community Park will be designed to create a wider, more natural experience. South of the park and adjacent to the Town Center, the easement area along any portions of the ditch that are not piped are planned as a narrower section designed to facilitate connections into the adjacent neighborhoods and mixed-use areas and with the ditch in close proximity of North Timberline Road to facilitate ditch maintenance. Final design of the trail, ditch, ditch maintenance access and associated easement widths, along with equitable and proportionate cost sharing for design and construction of the trail, will be determined at the time of PDP for the relevant phase(s) of the development.

- Developer will make #8 ditch improvements through the park site including either piping of the #8 ditch or construction of shallow sloped vegetated banks reasonably suitable for a park environment and consistent with the cross-sections included in the PUD Master Plan and shown on the attached map. The Developer and Park Planning & Development staff will work together on the design for this work, to be agreed upon before PDP approval for the relevant phase(s) of the development.

- Developer will work cooperatively with the City to include a minimum 25,000 SF community recreation center with shared parking as a part of the Town Center included in the Montava PUD Master Plan. A site for the City owned and operated recreation center will be identified by the developer and discussed with Recreation staff prior to submitting a PDP for the relevant phase(s) of the development. It is the intent of the Developer and City to engage in good
faith negotiation for an option to purchase by the City or otherwise for the City to acquire a mutually agreeable site.

- If a shared irrigation pond is agreed upon between the City and the Developer and/or Poudre School District, the pond must be located proportionally on Developer and/or Poudre School District property, in addition to park property.

- Park Planning & Development staff desires to incorporate a park district maintenance facility on the park property. The Developer agrees to cooperatively participate with City staff in outreach to surrounding neighborhoods and HOA representative(s) with regard to such maintenance facility.

4. **Country Club Road Connection Condition**

At such time that an application to develop within the Montava PUD overlay triggers the Land Use Code connectivity requirement to connect Country Club Road from the Maple Hill development with the Montava development, such connection shall be planned, designed and fully constructed for all modes of travel. However, the connection shall be managed such that motor vehicle use (but not other types of use such as pedestrian use and bicycle use) is prohibited until such time as Turnberry Road is extended to the south from Mountain Vista and provides vehicular connectivity to an east-west arterial.
AGENDA ITEM SUMMARY
February 18, 2020

STAFF
Tom Leeson, Director, Comm Dev & Neighborhood Svrs
Brad Yatabe, Legal

SUBJECT
Second Reading of Ordinance No. 015, 2020, Adopting a Development Agreement Extending the Term of Vested Rights for the Montava PUD Overlay and Regarding Certain Terms of Development Within the Montava PUD Overlay.

EXECUTIVE SUMMARY
This Ordinance, adopted on First Reading on January 14, 2020, by a vote of 5-2 (nays: Cunniff, Gutowsky) adopts a development agreement regarding the Montava Planned Unit Development (PUD) Overlay to extend the term of vested rights from three years to twenty-five years and to adopt certain terms regarding development within the Montava PUD Overlay.

STAFF RECOMMENDATION
Staff recommends adoption of the Ordinance on Second Reading.

BACKGROUND / DISCUSSION
The following changes have been made to the vested Rights Development Agreement between First and Second Reading:

- Clarify that references to Anheuser-Busch as the property owner are references to the Anheuser-Busch Foundation with corresponding changes to the definitions. (Changes to various sections in the agreement and the definitions in Exhibit A)
- Change references to Poudre R-1 School District to Poudre School District R-1. (Changes to various sections in the agreement)
- Use lower case font for zero energy ready homes and non-potable water system since these are not defined terms. (Page 5, Section K)
- Move incorporation of recitals to Section I.D. (Pages 6,7)
- Require written consent of the School District to an amendment of the PUD that includes the School Site. (Page 7, Section 3)
- Make description of purpose for School Site more complete and specify that the descriptions of the School site may vary to some degree from the attached descriptions. (Page 11, Section A, definitions)
- Clarify that a minor amendment to remove the School Site from the PUD Master Plan is subject to City review and approval pursuant to the Land Use Code. (Page 12, Section C)
- Rephrase liability to non-liability in caption. (Page 16, Sections L and M)
- Specify that the Anheuser-Busch Foundation will not assume any of the rights of the Developer to develop any portion of the PUD Property. (Page 16, Section L)
- Add address for notice to U.S. Bank as trustee of the Anheuser-Busch Foundation. (Page 18, Section Q)
- Change to Anheuser-Busch Foundation signature block. (Page 25)
Agenda Item 22

- Change to reference the correct number of the PUD Master Plan Ordinance. (Pages 30-31, Exhibit B and C)
- Minor changes to legal descriptions and maps. (Exhibits D, F, G, H, I)

A version showing the changes is attached and the clean version including the changes is attached to the Ordinance.

**ATTACHMENTS**

1. First Reading Agenda Item Summary, January 14, 2020 (w/o attachments) (PDF)
2. Montava Development Agreement Revisions(PDF)
AGENDA ITEM SUMMARY
City Council

January 14, 2020

STAFF

Tom Leeson, Director, Comm Dev & Neighborhood Svrs
Brad Yatabe, Legal

SUBJECT

First Reading of Ordinance No. 015, 2020. Adopting a Development Agreement Extending the Term of Vested Rights for the Montava PUD Overlay and Regarding Certain Terms of Development Within the Montava PUD Overlay.

EXECUTIVE SUMMARY

The purpose of this item is for Council to consider the development agreement regarding the Montava Planned Unit Development (PUD) Overlay to extend the term of vested rights from three years to twenty-five years and to adopt certain terms regarding development within the Montava PUD Overlay. The Council process for considering this item is as follows:

- City staff presentation
- Applicant presentation (suggested time: 10 minutes)
- Public comment
- Council deliberation

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

A. Vested Rights

Land Use Code (LUC) Divisions 2.15 and 4.29 provide for the establishment of a Planned Unit Development (PUD) Overlay that is superimposed upon existing zoning and allows additional uses and modified densities and development standards not otherwise available in the underlying zoning. LUC Section 2.2.11(C) states that in connection with an approved PUD Overlay and its associated PUD Master Plan, additional uses, modified densities and development standards, Engineering Standards granted variances pursuant to LUC Section 4.29(L), and development standards that have not been modified are eligible for a vested property right. Vested property rights are governed by state law and the LUC. A vested property right is the right to “undertake and complete the development and use of property under the terms and conditions of a site-specific development plan.” (§ 24-68-102, C.R.S.) A PUD Overlay is considered to be a site specific development plan for purposes of acquiring vested property rights and during the period for which a vested property right is valid, the holder of the right is able to develop with the assurance that the uses, densities, and standards that have been accorded vested property rights cannot be changed by the City except in limited circumstances.
B. Extended Vested Rights Period

Vested property rights associated with a PUD Overlay are not valid for more than three years unless the City and developer enter into a development agreement extending the vesting. In order for the City to enter into such a development agreement, the Director of Community Development and Neighborhood Services (“Director”) must first determine, “that it will likely take more than three (3) years to complete all phases of the development and the associated engineering improvements for the development, and only if warranted in light of all relevant circumstances, including, but not limited to, the overall size of the development and economic cycles and market conditions.” (LUC Section 2.2.11(C)(2)) If the Director determines that extended vesting is justified, then Council may approve a development agreement regarding extended vested rights by means of an ordinance.

The Montava developer, HF2M, Inc., (Developer) has requested extended vesting for a period of twenty-five (25) years for numerous additional uses, modified densities and development standards, Engineering Standards granted variances pursuant to LUC Section 4.29(L), and development standards that have not been modified. The letter requesting extended vesting is attached and contains the Developer’s justification why Council should grant extended vesting including: (1) the size and complexity of the project that encompasses 999 acres, approximately 4200 dwelling units, and 450,000 to 750,000 square feet of nonresidential uses; (2) multiple phases; (3) economic fluctuation; (4) significant up-front investment for the land, entitlements to develop, and over $325 million dollars in public improvements; and (5) the significant public benefits of the proposed development. The Director has determined that extended vesting is justified as stated in the written determination dated November 15, 2019, attached to the Ordinance. The Development Agreement sets forth the additional uses, modified densities and development standards, Engineering Standards granted variances pursuant to LUC Section 4.29(L), and development standards that have not been modified for which the Developer is seeking extended vested rights for twenty-five years and additional terms to clarify the City’s and Developer’s respective obligations regarding such extended vested rights.

C. Clarify Certain Terms Regarding Development Within the Montava PUD Overlay

While the Development Agreement principally addresses extended vesting, it also addresses certain issues related to development within the Montava PUD Overlay including:

Amendment: Specifies that the Developer and its authorized successors and assigns have the ability pursuant to the LUC to initiate amendments to the PUD Master Plan without the consent of other owners of property within the PUD Overlay.

Fees: Specifies that each project within the PUD Overlay shall pay all applicable fees as determined in accordance with City policies as they exist at the time of development.

School district: Poudre School District (PSD) currently owns property within the PUD Overlay. To facilitate development within the PUD Overlay, PSD has an agreement to sell its current property and acquire another property within the PUD Overlay. The closing of the described property transfers is required prior to any development within the PUD Overlay commencing.

Participation in the defense of legal challenges: Specifies that the City will participate in the defense of legal challenges to not only the Development Agreement, but also to legal challenges of the PUD Master Plan and Overlay and any related City resolutions or ordinances.

CITY FINANCIAL IMPACTS

There are no direct financial impacts on the City resulting from the Development Agreement.

BOARD / COMMISSION RECOMMENDATION

No board or commission recommendation regarding the Development Agreement was made or required.

PUBLIC OUTREACH
No public outreach regarding the Development Agreement was conducted. Public outreach regarding the Montava PUD Overlay was conducted.

ATTACHMENTS

1. Vested Rights Request Letter, November 7, 2019 (PDF)
2. Powerpoint presentation (PDF)
PURSUANT TO TITLE 24, ARTICLE 68, C.R.S. AND FORT COLLINS LAND USE CODE 2.2.11(C), THIS AGREEMENT IS A SITE SPECIFIC DEVELOPMENT PLAN, THE APPROVAL OF WHICH CREATES A VESTED PROPERTY RIGHT, VALID FROM THE EFFECTIVE DATE OF THE ADOPTING ORDINANCE

PUD MASTER PLAN DEVELOPMENT AGREEMENT FOR THE MONTAVA PLANNED UNIT DEVELOPMENT OVERLAY AND MASTER PLAN

DATED ___________________, 20____
## TABLE OF CONTENTS

RECITALS ........................................................................................................................................... 3

SECTION I. DEVELOPMENT DOCUMENTS ......................................................................................... 6

SECTION II. VESTED PROPERTY RIGHT .......................................................................................... 78

SECTION III. FEES ............................................................................................................................. 11

SECTION IV. SCHOOL DISTRICT ...................................................................................................... 11

SECTION V. MISCELLANEOUS .......................................................................................................... 12

### EXHIBITS

Exhibit A – Definitions
Exhibit B – PUD Master Plan
Exhibit C – PUD Master Plan Summary
Exhibit D – Depiction of PUD Property, Anheuser-Busch Foundation Property and School District Property
Exhibit E – Depiction of Development Property and School Site
Exhibit F – Description of Anheuser-Busch Foundation Property
Exhibit G – Description of Development Property
Exhibit H – Description of School Site
Exhibit I – Description of PUD Property
Exhibit J – Description of School District Property
Exhibit K – Director Vested Property Rights Determination
PURSUANT TO TITLE 24, ARTICLE 68, C.R.S. AND FORT COLLINS LAND USE CODE 2.2.11(C),
THIS AGREEMENT IS A SITE SPECIFIC DEVELOPMENT PLAN, THE APPROVAL OF WHICH CREATES A VESTED PROPERTY RIGHT UNDER TITLE 24, ARTICLE 68, C.R.S., VALID FROM THE EFFECTIVE DATE OF THE ADOPTING ORDINANCE

PUD MASTER PLAN DEVELOPMENT AGREEMENT FOR THE MONTAVA PLANNED UNIT DEVELOPMENT OVERLAY AND MASTER PLAN

THIS PUD MASTER PLAN DEVELOPMENT AGREEMENT FOR THE MONTAVA PLANNED UNIT DEVELOPMENT OVERLAY AND MASTER PLAN (the “Agreement”) is made and entered into this ______ day of __________, 20___, by and between the CITY OF FORT COLLINS, COLORADO, a municipal corporation of the State of Colorado (“City”); HF2M, INC., a Texas corporation (“Developer”); U.S. BANK AS CORPORATE TRUSTEE OF THE ANHEUSER-BUSCH FOUNDATION, a Missouri charitable trust (“Anheuser-Busch Foundation”); and POUDRE R-1 SCHOOL DISTRICT R-1, a political subdivision of the State of Colorado (“School District”); Anheuser-Busch the Foundation and the School District being collectively referred to herein as “Owners.”

For and in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby confessed and acknowledged, the parties agree as follows:

RECITALS

This Agreement is made with respect to the following facts:

A. Capitalized terms have the meanings set forth in Exhibit A attached hereto and incorporated herein by reference.

B. The Developer has entered into an agreement with Anheuser-Busch the Foundation to acquire ownership of the Anheuser-Busch Foundation Property (the “AB Foundation Agreement”).
C. The Developer and the School District have executed the PSD Agreement which provides for the sale of the School District Property to the Developer, in exchange for the sale of the School Site to the School District.

D. The Developer desires to develop the PUD Property and has caused to be submitted to the City all plans, reports and other documents required for the approval of the PUD Overlay and the PUD Master Plan in accordance with the City’s development application submittal master list for a PUD Overlay on the PUD Property, copies of which are on file in the office of the City Development Review Center and made a part hereof by reference.

E. The legislature of the State adopted the Vested Property Rights Statute to provide for the establishment of vested property rights in order to ensure reasonable certainty, stability and fairness in the land use planning process and in order to stimulate economic growth, secure the reasonable investment-backed expectations of landowners and foster cooperation between the public and private sectors in the area of land use planning. The Vested Property Rights Statute authorizes the City to enter into development agreements with landowners providing for a period of vesting of property rights exceeding three (3) years.

F. Pursuant to the PUD Overlay Regulations, the PUD Master Plan is eligible for a vested property right with respect to the Vested Master Plan Components.

G. The PUD Overlay Regulations allow for a term of a vested property right to exceed a three (3) year period if the City and the Developer enter into a development agreement which vests the property right for a period exceeding three (3) years, and further provides that such an agreement may be entered into by the City if the Director determines that (i) it will likely take more than three (3) years to complete all phases of the Project and the associated engineering improvements pursuant to the PUD Master Plan; and (ii) if warranted in light of all relevant circumstances including, but not limited to, the overall size of the PUD Property, and economic cycles and market conditions (the “Vested Property Rights Determination”).

H. A vested property rights request was submitted by the Developer to the City requesting vested property rights for a twenty-five (25)-year period in connection with the PUD Master Plan for the Vested Master Plan Components.

I. The granting of a vested property right in connection with the PUD Master Plan for a period of twenty-five (25) years is warranted in view of the following
factors: (1) the large size of the PUD Property; (2) the significant investment in public infrastructure improvements which will be required to be made by the Developer; (3) the mixed-use nature of the PUD Master Plan; (4) the anticipated twenty-five (25)-year build-out of the PUD Master Plan in multiple phases; and (5) expected changes in economic cycles and varying market conditions over such build-out period.

J. On November 15, 2019, the Director made the Vested Property Rights Determination, attached hereto as Exhibit K, that extended vesting in excess of three (3) years is appropriate.

K. Development of the PUD Property as proposed will provide substantial benefits for the City including large-scale comprehensive master-planning, implementation of certain New Urbanism principles in the PUD Master Plan, Zero Energy Ready homes, a Non-potable Water System, attainable and affordable housing, energy and water conservation, natural areas, housing and employment variety, and an opportunity for a working farm, all of which promote the general welfare of the citizens of the City and others.

L. In addition to the benefits described above, development of the PUD Property will require substantial Developer investments in public facilities, including, but not limited to, multi-modal transportation improvements, roads, utilities, storm water facilities, parks, trails, and open spaces, which will serve the needs of the Project and the City. Completion of these facilities and provision of the public benefits will require substantial investments by the Developer. The Developer is willing to make such investments only if the vested property rights as set forth in this Agreement are provided.

M. Development of the PUD Property in accordance with the Development Documents will provide for orderly growth, ensure reasonable certainty in the land use planning process and otherwise achieve the goals and purposes for which the Vested Property Rights Statute and the PUD Overlay Regulations were enacted. In exchange for these benefits and the other benefits to the City contemplated by this Agreement, together with the public benefits served by the orderly development of the PUD Property, the Developer desires to receive the assurance that it may undertake and complete development of the Project pursuant to the Development Documents within the Vesting Term.

N. The City Council has approved, prior to or concurrently with the approval of this Agreement, the PUD Master Plan and a PUD Overlay of the PUD Master Plan.
O. The Parties intend to identify in this Agreement the Vested Master Plan Components all as specified in the approved PUD Master Plan, for which extended vesting is granted; and (2) the rights and obligations of the Developer and its successors and assigns, the City and the Owners appropriate for identification at the master planning level with respect to development of the PUD Property.

P. The recitals are hereby incorporated into the body of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, such consideration being acknowledged as sufficient and of significant value to the Parties, the Parties agree as follows:

I. DEVELOPMENT DOCUMENTS

A. Relationship to City Regulations. The Parties intend that this Agreement, the PUD Master Plan, the City Regulations, and any State or federal laws the City must comply with, collectively, shall govern development of the PUD Property. Except as otherwise stated in this Agreement, if any provision or requirement of the City Regulations that conflict with or otherwise materially impair or abnegate any matters that are specifically addressed in this Agreement, the applicable terms and conditions of this Agreement shall control and govern. In the case of any express or implied conflict between this Agreement and the PUD Master Plan, the provisions of this Agreement shall control.

B. Compliance with PUD Master Plan. All future development of the Development Property shall require an approved Project Development Plan and Final Plan in accordance with the requirements of the Land Use Code and such development shall be in compliance with the PUD Master Plan and any applicable State or federal laws the City must comply with. Prior to the development of any portion of the Development Property, Developer acknowledges that it will be required to submit the applicable plans for that phase of development and enter into a development agreement with the City for, among other obligations imposed therein, the construction and maintenance of public improvements for such phase, including regional improvements as required by applicable provisions of the PUD Master Plan or the City Regulations, or both.

C. Amendment or Termination.
1. Amendments to, or the termination of, the PUD Master Plan shall be governed by the applicable provisions of the PUD Overlay Regulations and this Section I.C.

2. The Developer is acknowledged by the Parties to be authorized to request amendments to the PUD Master Plan pursuant to Section 4.29(I)(2) of the PUD Overlay Regulations, provided the conditions set forth therein are met.

3. Subject to Section 4.29(I)(2)(a)2.b. of the PUD Overlay Regulations regarding ownership or control of PUD Property, the Developer and its successors and assigns to whom the Developer has granted such right in writing, may initiate and process an amendment to the PUD Master Plan without the consent of other owners of property within the PUD Property, with the exception of an amendment which includes any proposed changes to the School Site, if such site is owned by the School District, shall require the written consent of the School District.

4. The provisions of this Section I.C. shall be a binding covenant upon the Developer, School District, and Anheuser-Busch the Foundation, and their respective successors, heirs, legal representatives and assigns, and shall constitute covenants and/or servitudes which touch, attach to and run with the title to the PUD Property or any portion thereof and, upon recordation of this Agreement, shall be deemed to have met the requirements of Section 4.29(I)(2)(a)2.c. of the PUD Overlay Regulations.

5. An amendment to the PUD Master Plan, to any approved Final Plan or to a condition of approval of any such amendment shall not constitute or require an amendment to this Agreement. Nothing in this Agreement shall limit the ability of the City, in accordance with applicable City Regulations, to approve or deny any such amendment, or to attach conditions to an approval of any such amendment based on applicable City Regulations, provided, however, that no amendment to the PUD Master Plan, or to any condition of approval thereto, shall have the effect of terminating or materially changing the vested property right afforded the Vested Master Plan Components as set forth in Section II below.

D. Incorporation of Recitals. The recitals A – O above are hereby incorporated into the body of this Agreement.
II. VESTED PROPERTY RIGHT

A. Acknowledgements. The Developer and the City acknowledge the following:

1. The Development Property, in its entirety, is estimated to have a build-out period of twenty-five (25) years or more.

2. The Project will require substantial financial commitments and the design and installation of major public infrastructure improvements in the early phases of and throughout the development of the Development Property.

3. A material consideration of the Developer’s development of the Development Property under the PUD Master Plan is the City’s agreement that the Developer has the right to undertake and complete development of the Development Property in accordance with the terms and conditions of the Development Documents.

4. The Developer has requested a vested property right for a period of twenty-five (25) years from the Effective Date solely with respect to existing permitted uses, densities and Development Standards of the Land Use Code and to the approved modifications of such uses, densities and Development Standards of the Land Use Code, and to the Engineering Design Standards for which variances have been granted pursuant to Section 4.29(L) of the PUD Overlay Regulations, all of which are listed on Appendix C to the PUD Master Plan Summary which is attached hereto as Exhibit C and incorporated herein by reference (the “Vested Master Plan Components”).

5. For the sole purpose of acquiring a vested property right for the Vested Master Plan Components, the City finds that the PUD Master Plan and this Agreement are each a Site Specific Development Plan eligible for a vested right pursuant to the PUD Overlay Regulations and the Vested Property Rights Statute.

B. Vested Property Right Granted. To the extent consistent with the provisions of this Agreement, the parties intend that the Development Property be granted a vested property right to the fullest extent available under the Vested Property Rights Statute and the PUD Overlay Regulations. The rights identified below shall constitute the vested property right under this Agreement:
1. The right to develop the land uses that are included within the Vested Master Plan Components.

2. The right to develop such land uses in accordance with the Vested Master Plan Components, to the extent set forth in and pursuant to the Development Documents.

3. The right to develop the Development Property in accordance with the Vested Master Plan Components in the order, at the rate and at the time as market conditions dictate, subject to the terms and conditions of the Development Documents.

4. In consideration of the acknowledgements described above in Section II.A., the public benefit to be derived from the development of the Development Property and the obligations and commitments of the Developer pursuant to this Agreement and to the extent permitted by law and not inconsistent with the Vested Property Rights Statute, the City shall be precluded from taking any zoning or land use action by the City, or pursuant to an initiative (including but not limited to any zoning law of general applicability adopted by the City or pursuant to an initiative as well as any zoning or development regulations that have previously been adopted by the City and applicable to the Development Property), that would alter, impair, prevent, diminish, impose a moratorium on development, or otherwise delay the development or use of the Development Property as set forth in this Agreement, except as otherwise provided in Section 24-68-104 of the Vested Property Rights Statute. Accordingly, and notwithstanding any provision of the Land Use Code to the contrary, the Development Documents shall not lapse, expire or be subject to any form of “staleness” review during the Vesting Term. To the extent that any moratorium or other delay in development or use of the Development Property that is permitted under the Vested Property Rights Statute is imposed on development of the PUD Property, the Vesting Term shall be extended one day for each day that such moratorium is in effect.

C. Term of Vested Property Right.

1. The term of the vested property right granted in the above-referenced Section II.B. shall commence on the Effective Date and shall continue for a period of twenty-five (25) years from the Effective Date ("Vesting Term").
2. The Vesting Term is granted pursuant to the PUD Overlay Regulations and Section 24-68-104 of the Vested Property Rights Statute which authorizes local governments to enter into development agreements granting vested property rights for a period exceeding three (3) years where warranted in light of all relevant circumstances.

3. Individual Site Specific Development Plans within the PUD Overlay shall be afforded vested property rights in accordance with the Vested Property Rights Statute and the Land Use Code, including the PUD Overlay Regulations, at the time such plans are approved by the City. Vested rights for such approved Site Specific Development Plans shall be for a period of up to three (3) years unless otherwise extended pursuant to the Land Use Code and the PUD Overlay Regulations.

4. The expiration of the vested property right granted herein shall not affect (1) the PUD Master Plan; (2) any common-law vested rights obtained prior to such termination; or (3) any right arising from City permits or approved Final Plans within the Development Property or other entitlements for the Development Property which were granted or approved concurrently with or subsequent to the approval of the Development Documents.

D. Subsequent Review and Approvals. Nothing in this Section II shall exempt the PUD Master Plan or Project Development Plans or Final Plans within the Development Property from subsequent reviews and approvals by the City to ensure compliance with the terms and conditions of the approved PUD Master Plan, such Project Development Plans or Final Plans and this Agreement, provided that such subsequent reviews and approvals are not inconsistent with the original approvals of the PUD Master Plan, such Project Development Plans or Final Plans and this Agreement.

E. No Obligation to Develop. The Developer shall have no obligation to develop all or any portion of the PUD Property and shall have no liability under this Agreement to the City or to any other party for its failure to develop all or any part of the PUD Property. The Developer and the City contemplate that the Development Property will be developed in phases and that the Developer shall have the right to determine the timing of the various phases of development within the Development Property. The Developer shall have no obligation to develop all or any portion of any phase, notwithstanding the development or non-development of any other phase, and the Developer shall have no liability under this Agreement.
to the City for its failure to develop all or any portion of any phase of the Development Property. Notwithstanding the foregoing, if the Developer commences development of all or any portion or phase of the Development Property, the Developer shall be required to construct the public improvements required to support such development in accordance with the terms and conditions of any development agreement(s) which the Developer and the City may execute in connection with any subsequently approved Final Plan. Nothing in this Agreement shall be construed as relieving the Developer of any obligation or liability for completion of any public improvements required by any development agreement(s) hereafter executed by the Developer.

F. Exceptions to Vested Property Right. The Developer acknowledges that the Vested Property Rights Statute contains certain exceptions which are set forth in C.R.S. 24-68-105 thereof and agrees that such exceptions shall apply to the vested property right granted herein which is based on the Vested Property Rights Statute.

III. FEES

Notwithstanding any language to the contrary in this Agreement, Developer agrees that each Final Plan within the Development Property shall be required to pay in full all applicable fees pursuant to applicable City Regulations in connection with such project.

IV. SCHOOL DISTRICT

A. The School District Property, currently owned by the School District, is depicted on Exhibit D attached hereto and incorporated herein by reference. The Developer has entered into the PSD Agreement which provides for the purchase of the School District Property from the School District by the Developer for development as part of the Project. The School Site, currently owned by Anheuser-Busch the Foundation, is generally depicted on Exhibit E attached hereto and incorporated herein by reference. The Developer desires to sell the School Site to the School District for use as one or more public schools and related grounds and facilities.

B. Developer shall not be entitled to submit to the City any Project Development Plan within the PUD Property, receive any building permit for a structure within the PUD Property, or otherwise commence any development on
the PUD Property as the term development is defined in the Land Use Code, until
the closing of the sale of the School District Property to the Developer and the
closing of the sale of the School Site to the School District (the “Closings”).

C. If the Closings occur, so that the School District owns the School Site
and does not own any of the Development Property, either the Developer or the
School District shall thereafter have the right, but not the obligation, to process a
minor amendment to remove the School Site from the PUD Master Plan, which
minor amendment shall be subject to review and approval by the City pursuant to
applicable Land Use Code provisions, and, notwithstanding anything in this
Agreement to the contrary, Developer shall thereupon have no rights or obligations
in connection with the School Site.

V. MISCELLANEOUS

A. **Attorneys’ Fees.** In the event of any litigation between the Parties
concerning the subject matter or enforcement of the terms of this Agreement, the
prevailing Party in such litigation shall be entitled to receive from the non-prevailing
Party, and shall be awarded, in addition to the amount of any judgment or other
award entered therein, all reasonable costs and expenses, including reasonable
attorneys’ fees, incurred by the prevailing Party in such litigation.

B. **City Findings.** The City hereby finds and determines that the approval
and execution of this Agreement are in the best interest of the public health, safety
and general welfare of the City.

C. **Contingencies.**

1. **ABFoundation Contingency.** The Parties hereto expressly
agree that this Agreement is contingent upon the closing of the sale of
substantially all of the Anheuser-Busch Foundation Property to the
Developer pursuant to the terms of the AB Foundation Agreement within five
(5) years after the Effective Date. In the event that such closing does not
occur by such date, this Agreement shall thereupon automatically terminate
and thereafter be of no force or effect, and the Parties hereto shall be
released from all obligations hereunder.

2. **Utilities’ Contingency.** There are ongoing negotiations between
the City, the Developer and certain special districts in connection with water
and sewer service issues affecting the PUD Property. In the event that such
utility issues are not resolved to the satisfaction of the Developer in its sole discretion within five (5) years after the Effective Date, the parties acknowledge and agree that the Developer shall have the right at any time to terminate this Agreement and/or to initiate termination of the PUD Master Plan pursuant to the PUD Overlay Regulations. In the event that the Developer exercises either of such termination rights, it shall give notice thereof to the City and the date of such termination shall be, in the case of termination of the Agreement, the date of delivery of any such notice to the City in accordance with Section VII.Q. of this Agreement and, in the case of termination of the PUD Master Plan, the date of approval, if any, by the City of any such termination. The Developer acknowledges that the City does not have any obligation to provide water or sewer service to the PUD Property.

D. Cooperation in Defending Legal Actions. If any Legal Challenge occurs, the Developer shall have the option, in its sole discretion, to defend such Legal Challenge. In the event that the Developer elects to defend any such Legal Challenge, the Developer, with the consent of the City, shall take the lead role in defending any such Legal Challenge, including, but not limited to, preparing all pleadings and other required documents, accomplishing any necessary service of process, generating necessary correspondence among the Parties and paying one hundred percent (100%) of both court filing fees and the costs of any expert witnesses, depositions, interrogatories, transcripts or other similar costs. The City and the Developer shall each pay its own attorney fees. Unless the City at its option decides to take a more active role in defending any such Legal Challenge, the Parties agree that the role of the City and the Developer therein shall be limited to the following:

1. In the event of any Legal Challenge, the City agrees to cooperate in the review and signing of pleadings and other documents reasonably required to defend such Legal Challenge and in forms reasonably acceptable to the City Attorney of the City; and

2. In the event the Developer decides to appeal any negative judicial decision in connection with any Legal Challenge, the City agrees to be named as an appellant along with the Developer and to cooperate in the review and signing of pleadings and other documents reasonably required in connection with such appeal and in forms reasonably acceptable to the City Attorney of the City.

3. Although it is the intent of this provision that, consistent with its commitments given to the Developer in this Agreement, the City shall
cooperate with the Developer in defending any Legal Challenge as long as the Developer determines to continue such defense, it is expressly agreed by the City and the Developer that in the event there is controlling legal precedent established by either the Colorado Court of Appeals or Supreme Court or the United States Court of Appeals or Supreme Court supporting one or more of the positions taken by a party or parties challenging any of the items described herein above, then to the extent of such precedent as it applies to those positions, the City shall not be obligated to defend or continue the defense of any such positions.

E. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

F. Covenants/Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors, heirs, legal representatives and assigns, and shall constitute covenants and/or servitudes, which touch, attach to and run with title to the PUD Property.

G. Default.

1. Notice; Cure. If any Party defaults under this Agreement, the non-defaulting Party shall deliver written notice to the defaulting Party of such default in accordance with Section V.Q., and the defaulting Party shall have thirty (30) days from and after receipt of such notice to cure such default. If such default is not of a type which can be cured within such thirty (30) day period and the defaulting Party gives written notice to the non-defaulting Party within such thirty (30) day period that it is actively and diligently pursuing such cure, the defaulting Party shall have a reasonable period of time given the nature of the default following the end of such thirty (30) day period to cure such default, provided that such defaulting Party is at all times within such additional time period actively and diligently pursuing such cure and provided further that in no event shall such cure period exceed a total of six (6) months. Notwithstanding the cure period set forth in this Section V.G.1., Developer, its successors and assigns, shall have the right to include a claim for breach of this Agreement in any action brought under C.R.C.P. Rule 106 if Developer, its successors and assigns, believes that the failure to include such claim may jeopardize its ability to exercise its remedies with respect to this Agreement at a later date. Any claim for breach of this Agreement brought before the expiration of the applicable cure period set forth in this Section V.G.1. shall not be prosecuted by Developer, its successors and assigns, until the expiration of such cure period except as
set forth in this Agreement, and shall be dismissed by Developer, its successors and assigns, if the default is cured in accordance with this Section V.G.1. In the event of a default by the Developer, the City reserves the right to withhold approval of any pending development application for the Project to the extent that the subject matter of such default is directly related to such pending application.

2. Remedies. If any default under this Agreement is not cured as described above, the non-defaulting Party shall have the right to enforce the defaulting Party’s obligation hereunder by an action at law or in equity, including, without limitation, injunction and/or specific performance, and shall be entitled to an award of any damages available at law or in equity. In the event of a default by the Developer, the City reserves the right to withhold approval of any pending development application for the Project to the extent that the subject matter of such default is directly related to such pending application.

H. Governing Law. This Agreement shall be construed under and governed by the laws of the State of Colorado.

I. Governmental Immunity Act. 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, CRS § 24-10-101 et seq., or under any other law.

J. Integration; Amendment. This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and there are no oral or collateral agreements or understandings. The Parties agree that this Agreement may be amended only by an instrument in writing signed by the City and the Developer, or any successor or assign of the Developer to whom the Developer has granted in writing the right to consent to any such amendment, it being expressly acknowledged by the parties that consent of Developer’s successors or assigns to an amendment of this Agreement shall not be required unless such right is granted in writing by the Developer.

K. Jurisdiction and Venue. The City and the Developer, its successors and assigns, stipulate and agree that in the event of any dispute arising out of this Agreement, the courts of the State of Colorado shall have exclusive jurisdiction over such dispute and venue shall be proper in Larimer County, Colorado. All Parties hereby submit themselves to jurisdiction of the State District Court, 8th Judicial District, County of Larimer, State of Colorado.
L. **Non-Liability of Anheuser-Buschthe Foundation.** Anheuser-Buschthe Foundation is made a party to this Agreement solely for the purpose of subjecting the Anheuser-Busch Foundation Property to the covenants contained in this Agreement and Anheuser-Busch the Foundation specifically consents to all of the terms and conditions of this Agreement and agrees that the Anheuser-Busch Foundation Property shall be subject to the covenants contained herein. The Parties expressly acknowledge and agree that Anheuser-Buschthe Foundation shall not be liable for any obligations of the Developer under this Agreement and the Foundation further acknowledges that it shall not assume any rights of the Developer to develop any portion of the PUD Property, unless Anheuser-Busch was to exercise any of the rights of the Developer, in which event the obligations of the Developer shall become those of Anheuser-Busch, to the extent such obligations relate to lands then being developed by Anheuser-Busch.

M. **Non-Liability of the School District.** The School District is made a party to this Agreement solely for the purpose of subjecting the School District Property, as a development parcel shown on the PUD Master Plan, to the covenants contained in this Agreement, subject to the provisions of Section V hereof. The Parties expressly acknowledge and agree that the School District shall not be liable for any obligations of the Developer under this Agreement and that the School District is entitled to develop any site it may own within the PUD Master Plan as a school site at such time and in such manner as the School District customarily develops its schools.

N. **Multi-Fiscal Year Obligations.** To the extent that any of the obligations of the City contained in this Agreement are or should be considered multi-fiscal year obligations, such obligations shall be subject to annual appropriation by the City Council, in its sole discretion, and the Developer shall not be entitled to rely on a future appropriation in furtherance of any such obligation.

O. **No Joint Venture or Partnership.** No form of joint venture or partnership exists between the Developer, the Owners and the City, and nothing contained in this Agreement shall be construed as making the Developer, the Owners and the City joint venturers or partners.

P. **No Third Party Beneficiaries.** Except as otherwise provided in this Agreement, enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City, the Developer, its successors and assigns, and the Owners and nothing contained in this Agreement shall give or allow any such claim or right of action by any third party. Except as otherwise provided in this Agreement, it is the express intention
of the City, the Developer, its successors and assigns, and the Owners that any other person receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

Q. Notices. Any notice or communication required under this Agreement between the City, the Developer, and the Owners must be in writing and may be given either personally, by registered or certified mail, return receipt requested, by Federal Express or other reliable courier service that guarantees next day delivery or by email (if followed by an identical hard copy via registered or certified mail). If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. If given by any other method, a notice shall be deemed to have been given and received on the first to occur of: (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (b) as applicable: (i) three (3) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail; (ii) the following business day after being sent via Federal Express or other reliable courier service that guarantees next day delivery; or (iii) the following business day after being sent by email (provided that such email is promptly followed by an identical hard copy sent via registered or certified mail, return receipt requested). Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section V.Q., designate additional persons to whom notices or communications shall be given and designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth below:

If to City: City of Fort Collins
ATTN: City Manager
301 LaPorte Avenue
Fort Collins, CO 80521
Email:

With a copy to: City of Fort Collins
ATTN: City Attorney
301 LaPorte Avenue
Fort Collins, CO 80521
Email:

If to Developer: HF2M, Inc.
ATTN: Max Moss
430 N. College Ave. Suite 410
Fort Collins, CO 80524
R. **Paragraph Captions.** The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

S. **Recordation.** The City shall record this Agreement in the Larimer County Records, and the Developer shall pay the cost of the same.

T. **Representations and Warranties.**
1. **Representations and Warranties by the City.** The City represents and warrants that:

   a. The City is a home rule municipality and has the power to enter into and has taken all actions to date required to authorize this Agreement and to carry out its obligations hereunder including, but not limited to (i) all actions necessary to adopt and approve the land use regulations and other provisions set forth in the Development Documents in a manner that such regulations shall legally govern the development of the PUD Property; and (ii) all actions necessary to grant the vested property rights described in this Agreement;

   b. The City knows of no litigation, proceeding, initiative, referendum, investigation or threat of any of the same contesting the powers of the City or its officials with respect to this Agreement that has not been disclosed in writing to the Developer;

   c. The execution and delivery of this Agreement and the documents required hereunder and the consummation of the transactions contemplated by this Agreement will not: (a) conflict with or contravene any law, order, rule or regulation applicable to the City or to the City’s governing documents, or (b) result in the breach of any of the terms or provisions or constitute a default under any agreement or other instrument to which the City is a party or by which it may be bound or affected;

   d. This Agreement constitutes a valid and binding obligation of the City, enforceable according to its terms. Pursuant to Section V.D., the City will cooperate in defending the validity of this Agreement in the event of any litigation arising hereunder that names the City as a party or challenges the authority of the City to enter into or perform its obligations hereunder; and

   e. Subject to Section V.G. of this Agreement relating to default and remedies, should the foregoing representations and warranties of the City prove to be materially inaccurate, in whole or in part, such inaccuracy shall constitute a default by the City under this Agreement. The City recognizes that the Developer intends to expend substantial monies to undertake and complete development of the Project in accordance with the Development Documents in reliance
upon the accuracy of the representations and warranties of the City as set forth in this Section V.T.1.

2. **Representations and Warranties by the Developer.** The Developer represents and warrants that:

   a. The Developer is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas and qualified to do business in the State; has the legal capacity and the authority to enter into and perform its obligations under this Agreement and the documents to be executed in connection herewith;

   b. The execution and delivery of this Agreement and the documents required hereunder and the performance and observance of their terms, conditions and obligations have been duly and validly authorized by all necessary action on its part to make this Agreement and such documents valid and binding upon the Developer;

   c. The execution and delivery of this Agreement and the documents required hereunder and the consummation of the transactions contemplated by this Agreement will not: (a) conflict with or contravene any law, order, rule or regulation applicable to the Developer or to the Developer’s governing documents, or (b) result in the breach of any of the terms or provisions or constitute a default under any agreement or other instrument to which the Developer is a party or by which it may be bound or affected;

   d. The Developer knows of no litigation, proceeding, initiative, referendum, or investigation or threat or any of the same contesting the powers of the City, the Developer or any of its principals or officials with respect to this Agreement that has not been disclosed in writing to the City;

   e. The Developer has the necessary legal ability to perform its obligations under this Agreement. This Agreement constitutes a valid and binding obligation of the Developer, enforceable according to its terms; and

   f. Subject to Section V.G. of this Agreement relating to default and remedies, should the foregoing representations and warranties of the Developer prove to be materially inaccurate, in
whole or in part, such inaccuracy shall constitute a default by the Developer under this Agreement.

U. **Severability.** If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, all remaining terms, provisions, covenants and conditions of this Agreement shall continue in full force and effect.

V. **Waiver.** No waiver of one or more of the terms of this Agreement shall constitute a waiver of other terms. No waiver of any provision of this Agreement in any instance shall constitute a waiver of such provision in other instances.

W. **Waiver of Defects.** In executing this Agreement, the Developer and Owners waive all rights they may have concerning defects, if any, of the form or substance of this Agreement and the formalities whereby it is executed, concerning the power of the City to impose conditions as set forth herein and concerning the procedure, substance and form of the ordinances or resolutions adopting this Agreement and approving the PUD Master Plan contemplated herein. Similarly, the City, to the extent legally permissible, waives all rights it may have concerning defects, if any, of the form or substance of this Agreement and the formalities whereby it is executed as well as defects, if any, concerning the procedure, substance and form of the ordinances or resolutions adopting this Agreement and approving the PUD Master Plan.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written above.

**CITY:**

CITY OF FORT COLLINS, COLORADO, a Municipal Corporation

By: ______________________________

Wade Troxell, Mayor

Date: ________________, 2020
APPROVED AS TO FORM:

_____________________________
Brad Yatabe, Assistant City Attorney

ATTEST:

_____________________________
Delynn Coldiron, City Clerk
DEVELOPER: HF2M, INC., a Texas corporation

By: _____________________________
    Jeffrey N. Drinkard, President

STATE OF ____________________ )
    ) ss.
COUNTY OF __________________ )

The foregoing Agreement was acknowledged before me this ___ day of
_________, 20___, by Jeffrey N. Drinkard, President of HF2M, Inc., a Texas
corporation.

WITNESS my hand and official seal.

_____________________________
    Notary Public

My commission expires: _____________
OWNERS:

POUDRE R-1 SCHOOL DISTRICT R-1, a political subdivision of the State of Colorado

By: ____________________________

Printed Name: ___________________

Title: __________________________

STATE OF COLORADO )
COUNTY OF LARIMER ) ss.

The foregoing Agreement was acknowledged before me this ___ day of ____________, 20___, by ______________, _____________ of the Poudre R-1 School District R-1, a political subdivision of the State of Colorado.

WITNESS my hand and official seal.

_____________________________

Notary Public

My commission expires: _____________
U.S. BANK AS CORPORATE TRUSTEE
OF THE ANHEUSER-BUSCH
FOUNDATION, a Missouri charitable trust

By: ______________________________

Printed Name: ___________________

Title: __________________________

STATE OF COLORADO, MISSOURI )
COUNTY OF LARIMER, CITY OF ST. LOUIS )

   The foregoing Agreement was acknowledged before me this ___ day of
   ____________, 20__, by ________________, Vice President of U.S. Bank as
   Corporate Trustee of the Anheuser-Busch Foundation, a Missouri charitable trust.

   WITNESS my hand and official seal.

   ____________________________________________
   Notary Public

   My commission expires: ______________
Exhibit A
Definitions

Initialized capitalized terms used in this Agreement have the meanings set forth below:

Agreement: as defined in the introductory paragraph of this Agreement.

Anheuser-Busch: as defined in the introductory paragraph of this Agreement.

Anheuser-Busch Property: means the approximately 844 acres of real property owned by Anheuser-Busch and described on Exhibit F attached hereto and incorporated herein by this reference, and depicted on Exhibit D attached hereto and incorporated herein by this reference.

City: as defined in the introductory paragraph of this Agreement.

City Council: means the elected governing body of the City as established in the City’s Charter.

City Regulations: mean the Municipal Code, the Land Use Code and other general ordinances, resolutions, regulations, policies and plans of the City, as the same may be amended from time to time, to the extent any such amendment is consistent with the terms of this Agreement including, but not limited to, the vested property right granted in this Agreement.

Developer: as defined in the introductory paragraph of this Agreement.

Development Documents: means this Agreement and the PUD Master Plan.

Development Property: means the PUD Property less the School Site. The Development Property is, an approximately 891-acre parcel, more particularly described on Exhibit G attached hereto and incorporated by reference and generally depicted on Exhibit E attached hereto and incorporated herein by reference.

**Director:** means the Director of the Community Development and Neighborhood Services Department of the City.

**Effective Date:** means the effective date of the ordinances of the City Council approving this Agreement and the PUD Master Plan or the latest effective date of either of such ordinance if approved on separate dates.

**Engineering Design Standards:** means the engineering design standards described in Section 3.3.5 of Article 3 of the Land Use Code.

**Final Plan:** means a final plan as described in the Land Use Code as such description may be amended from time to time, to the extent any such amendment is consistent with the terms of this Agreement including, but not limited to, the vested property right granted in this Agreement.

**Foundation:** as defined in the introductory paragraph of this Agreement.

**Foundation Property:** means the approximately 844 acres of real property owned by the Foundation and described on Exhibit F attached hereto and incorporated herein by this reference, and generally depicted on Exhibit D attached hereto and incorporated herein by this reference.

**Land Use Code:** means the Land Use Code of the City, as the same may be amended from time to time, to the extent any such amendment is consistent with the terms of this Agreement including, but not limited to, the vested property right granted in this Agreement.

**LCUASS:** means the Larimer County Urban Area Street Standards originally adopted by City Council on January 2, 2001, by Ordinance No. 186, together with all amendments thereto subsequently adopted by ordinance or resolution of City Council, except as otherwise provided in this Agreement.

**Larimer County Records:** means the real estate records of the Clerk and Recorder of Larimer County, Colorado.

**Legal Challenge:** means any third party commencement of any legal proceeding or other action that directly or indirectly challenges this Agreement, the PUD Overlay, the PUD Master Plan or any of the City’s resolutions or ordinances approving this Agreement, the PUD Overlay and the PUD Master Plan.
**Municipal Code**: means the Municipal Code of the City, as the same may be amended from time to time, to the extent any such amendment is consistent with the terms of this Agreement including, but not limited to, the vested property right granted in this Agreement.

**Owners**: means Anheuser-Busch the Foundation and the School District, collectively.

**Party(ies)**: means each and collectively, the Developer and its successors and assigns, the School District, Anheuser-Busch the Foundation, and the City.

**Project**: means the development pursuant to the PUD Master Plan of the PUD Property.

**Project Development Plan**: means a project development plan as described in the Land Use Code as such description may be amended from time to time, to the extent any such amendment is consistent with the terms of this Agreement including, but not limited to, the vested property right granted in this Agreement.

**PSD Agreement**: means that Real Estate Exchange Agreement dated June 27, 2019, between the School District and the Developer.

**PUD Master Plan**: means the planned unit development master plan for development of the PUD Property entitled the “Montava - PUD Master Plan,” as the same may from time to time be amended, the components of which are set forth on Exhibit B, attached hereto and incorporated herein by reference.

**PUD Master Plan Summary**: as defined in Section II.A.4. of this Agreement.

**PUD Overlay**: means the overlay of the approved PUD Master Plan entitlements and restrictions upon the underlying zone district requirements.

**PUD Overlay Regulations**: means the planned unit development overlay regulations adopted by City Council on July 17, 2018, by Ordinance No. 091, 2018, and codified as Division 4.49 of the Land Use Code, as such regulations may be amended from time to time to the extent any such amendment is consistent with the terms of this Agreement including, but not limited to, the vested property right granted in this Agreement.
PUD Property: means the approximately 999 acres of real property upon which the PUD Overlay pursuant to the PUD Master Plan has been imposed and comprised of the Anheuser-Busch Foundation Property, the School District Property and various rights of way, and described on Exhibit I attached hereto and incorporated herein by this reference, and generally depicted on Exhibit D attached hereto and incorporated herein by this reference.

School District: as defined in the introductory paragraph of this Agreement.

School District Property: means the approximately 108 acres of real property owned by the School District and described on Exhibit J attached hereto and incorporated herein by this reference, and generally depicted on Exhibit D attached hereto and incorporated herein by this reference.

School Site: means the approximately 108-acre parcel within the PUD Master Plan owned by Anheuser-Busch Foundation and generally described on Exhibit H attached hereto and incorporated by reference, and generally depicted on Exhibit E attached hereto and incorporated herein by reference.

Shall, Will or Must: means that compliance is mandatory, unless the context requires otherwise.

Site Specific Development Plan: means a site specific development plan as defined in the Land Use Code as such definition may be amended from time to time but only to the extent that any such amendment is consistent with the terms of this Agreement including, but not limited to, the vested property right granted in this Agreement.

State: means the State of Colorado.

Vested Master Plan Components: as defined in Section II.A.4. of this Agreement.

Vested Property Rights Determination: as defined in Recital J of this Agreement.


Vesting Term: as defined in Section II.C.1. of this Agreement.
Exhibit B
PUD Master Plan

[The documents listed below are identical to the documents contained in Exhibit A to Ordinance No. 014150, 202019]

The PUD Master Plan includes the following documents, on file in the City’s Development Review Center and incorporated herein by reference:

1. PUD Master Plan Summary
2. Montava PUD Master Plan PUD Design Narrative
3. Sheets 1 through 7 of the Montava – PUD Master Plan:
   - Sheet 1 Cover Sheet
   - Sheet 2 Existing Conditions & Natural Features Map
   - Sheet 3 Illustrative Master Plan
   - Sheet 4 Annotated Illustrative Master Plan
   - Sheet 5 Existing Zoning
   - Sheet 6 PUD Transect Districts and Special Districts
   - Sheet 7 Development Phasing Plan
4. Montava PUD Master Plan Uses, Densities and Development Standards
5. Development Standards of the Land Use Code, Appendix A to the PUD Master Plan Summary
6. Variances from Engineering Design Standards and Proposed Alternate Designs submitted with such variances, Appendix B to the PUD Master Plan Summary
Exhibit C
PUD Master Plan Summary

[Final approved PUD Master Plan Summary to be inserted prior to recording this Agreement. The PUD Master Plan Summary to be inserted will be identical to the PUD Master Plan Summary contained in Exhibit A to Ordinance No. 01450, 2020.]
Exhibit D
Depiction of PUD Property, Foundation Property and School District Property
EXHIBIT E
Depiction of Development Property and School Site
Exhibit F

Description of Foundation Property

The land referred to is situated in the County of Larimer, State of Colorado and is described as follows:

Parcel 1:

A parcel of ground 200 feet in length North and South and 60 feet in width East and West in the NW¼ of Section 33, Township 8 North, Range 68 West, more particularly described as follows: Commencing at a point on the West line of right-of-way of The Colorado Railroad Company (formerly the Fort Collins Development Railway Company) 1000 feet South of the North line of said NW¼ of said Section 33, thence South along the West line of said Colorado Railroad Company's right-of-way 200 feet, thence West parallel with the North line of said NW¼ of said Section 33 60 feet, thence North parallel with the West line of said Railroad Company's right-of-way 200 feet, thence East 60 feet to the Place of Beginning,

County of Larimer,
State of Colorado.
For informational purposes only: APN - 88330-00-003

Parcel 2:

A portion of the Northwest ¼ of Section 33, Township 8 North, Range 68 West of the 6th P.M. as described in deeds recorded in the following books and pages of the records on file in the office of the Clerk and Recorder of Larimer County: Book 580 at Page 564, Book 677 at Page 119, and Book 246 at Page 22, and being more particularly described as follows: Considering the North-South centerline of said Section 33 as bearing N00°20'41"W and with all bearings contained herein relative thereto, Begin at a point on the North line of said Northwest ¼ which point bears N89°53'24"W 50.00 feet from the North ¼ of said Section 33, and run thence N89°53'24"W 60.00 feet; thence S00°20'41"E 1000.00 feet; thence S89°53'24"E 60.00 feet; thence N00°20'41"W 1000.00 feet to the Point of Beginning, EXCEPT the North 30.00 feet thereof presently used for County Road No. 52.

County of Larimer,
State of Colorado.
For informational purposes only: APN - 88330-00-009

Parcel 3:

A portion of the Northwest ¼ of Section 33, Township 8 North, Range 68 West of the 6th P.M. described as follows: Considering the North-South centerline of said Section 33 as bearing N00°20'41"W and with all bearings contained herein relative thereto, begin at a point on the North line of said Northwest ¼ which point bears N89°53'24"W 125 feet from the North ¼ corner of said Section 33 and run thence S00°20'41"E 1200 feet; thence S89°53'24"E 75 feet; thence N00°20'41"W 200 feet; thence N89°53'24"W 60 feet; thence N00°20'41"W 1000 feet; thence N89°53'24"W 15 feet to the Point of Beginning,

County of Larimer,
State of Colorado.
For informational purposes only: APN - 88330-00-011
Parcel 4:

A portion of the Northwest ¼ of Section 33, Township 8 North, Range 68 West of the 6th P.M. as described in deeds recorded in the following books and pages of the records on file in the office of the Clerk and Recorder of Larimer County: Book 580 at Page 564, Book 677 at Page 119, and Book 246 at Page 22, and being more particularly described as follows:

Considering the North-South centerline of said Section 33 as bearing N00°20'41"W and with all bearings contained herein relative thereto, Begin at a point on the North line of said Northwest ¼ which point bears N89°53'24"W 125.00 feet from the North ¼ corner of said Section 33 and run thence N89°53'24"W 135.00 feet along said North line; thence S00°20'41"E 914.50 feet; thence S17°16'41"E 141.60 feet; thence S29°40'41"E 293.44 feet to a point on the westerly right-of-way line of the Colorado and Southern Railroad; thence along such right-of-way line on the following courses and distances: N00°20'41"W 104.31 feet, and again N89°53'24"W 50.00 feet, and again N00°20'41"W 1200 feet to the Point of Beginning, EXCEPT the North 30.00 feet thereof presently used as a right-of-way for County Road No. 52,

County of Larimer,
State of Colorado.
For informational purposes only: APN - 88330-00-008

Parcel 5:

A portion of the NW¼ of Section 33, Township 8 North, Range 68 West of the 6th P.M., which considering the West line of said NW¼ as bearing N00°35'40"W and with all bearings contained herein relative thereto, is contained within the boundary lines which begin at the point of intersection of the South line of said NW¼ with the East right-of-way line of County Road No. 9, which point bears S89°48'27"E 30.00 feet from the W¼ corner of said Section 33 and run thence N00°35'40"W 1097.74 feet along said right-of-way line to a point on the South line of that parcel of land as described in Deed recorded in Book 1277 at Page 96;
thence along the southerly and easterly lines of that parcel described in Deed recorded in Book 1277 at Page 96, and along the easterly lines of that parcel described in Deed recorded in Book 1336 at Page 298 the following eleven courses and distances:
S82°29'40"E 306.91 feet;
thence N59°51'20"E 38.29 feet;
thence S88°54'40"E 35.66 feet;
thence N00°35'40"W 215.30 feet;
thence N38°54'40"W 27.43 feet;
thence N54°36'10"W 277.55 feet;
thence N11°38'40"W 80.90 feet;
thence N02°34'40"W 16.92 feet;
thence N14°22'40"W 95.50 feet;
thence N29°56'40"W 114.42 feet;
thence N35°00'40"W 64.22 feet to a point on the East right-of-way line of County Road No. 9;
thence N00°35'40"W 792.76 feet along said East right-of-way line to its point of intersection with the South right-of-way line of County Road No. 52;
thence S89°53'24"E 2346.02 feet along said South right-of-way line to its point of intersection with the West line of land presently owned by Great Western Sugar Company, as described in Deed recorded in Book 580 at Page 564;
thence along this present boundary line of Great Western Sugar Company as described in Deeds recorded in Book 580 at Page 564 and in Book 677 at Page 119 on the following courses and distances:
S00°20'41"W 884.50 feet, and again
S17°16'41"E 141.60 feet, and again
S29°40'41"E 293.44 feet to a point on the West right-of-way line of the Colorado & Southern Railroad as described in Deed recorded in Book 302 at Page 236;
then thence S00°20'41"E 1336.00 feet along said West right-of-way line as described in Deed recorded in Book 302 at Page 236 to its point of intersection with the South line of said NW¼;
then thence N89°48'27"W 2519.69 feet along said South line to the Point of Beginning,
LESS AND EXCEPT those portions conveyed to The City of Fort Collins, Colorado by Special Warranty Deed recorded September 14, 1984 in Book 2289 at Page 1283, Warranty Deed recorded March 8, 1985 at Reception No. 85010962 and Warranty Deed recorded July 21, 1986 at Reception No. 86039152,
AND LESS AND EXCEPT that portion known as Lot 1, Block 1, of "Final Plat B.A.R.I. Barley Research Facility" recorded March 22, 1989 at Reception No. 89012104,

County of Larimer,
State of Colorado.
For informational purposes only: APN - 88330-00-001

Parcel 6:

A tract of land situate in the NW¼ of Section 33, Township 8 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado, which considering the West line of said NW¼ as bearing due South and all bearings contained herein relative thereto is contained within the boundary lines which begin at a point which bears S. 832.13 feet from the Northwest corner of said Section 33 and run thence E. 30.00 feet; thence S. 34°25' E. 64.22 feet; thence S. 29°21' E. 114.42 feet; thence S. 13°47' E. 95.50 feet; thence S. 01°59' E. 16.92 feet; thence West 145.72 feet to a point on the West line of said NW¼; thence North 262.37 feet along said West line to the Point of Beginning, EXCEPT right of way for County Road #9 over the westerly 30 feet thereof,
County of Larimer,
State of Colorado.
For informational purposes only: APN - 88330-00-005

Parcel 7:

A portion of the NW¼ of Section 33, Township 8 North, Range 68 West of the 6th P.M., being that parcel of land as described in Deed recorded in Book 1277 at Page 96 and which, considering the West line of said NW¼ as bearing S00°35'40"E with all bearings contained herein relative thereto, is contained within the boundary lines which begin at a point which bears S00°35'40"E 1085.50 feet and again N89°24'20"E 30.00 feet from the Northwest corner of said Section 33, said Point of Beginning lying on the East right-of-way line of County Road No. 9, and run thence N89°24'20"E 115.72 feet; thence S11°38'40"E 80.90 feet;
thence S54°36'10"E 277.55 feet;
thence S38°54'40"E 27.43 feet;
thence S00°35'40"E 215.30 feet;
thence N88°54'40"W 35.66 feet;
thence S59°51'20" 38.29 feet;
thence N82°29'40"W 306.91 feet to a point on the East right-of-way line of County Road No. 9;
thence N00°35'40"W 453.92 feet along said East right-of-way line to the Point of Beginning,
LESS AND EXCEPT that portion conveyed to The City of Fort Collins by Special Warranty Deed recorded September 14, 1984 in Book 2289 at Page 1283,
County of Larimer,
State of Colorado.
For informational purposes only: APN - 88330-00-006

Parcel 8:
A portion of the NE¼ of Section 32, Township 8 North, Range 68 West of the 6th P.M., which considering the East line of said NE¼ as bearing S00°35'40"E and with all bearings contained herein relative thereto, is contained within the boundary lines which begin at the point of intersection of the South line of said NE¼ with the West right-of-way line of County Road No. 9, said Point of Beginning bearing N89°49'24"W 30.00 feet from the E¼ corner of said Section 32, and run thence N89°49'24"W 2534.49 feet along said South line to its point of intersection with the East right-of-way line of the No. 8 Outlet Ditch as described in Deed recorded in Book 187 at Page 178;
thence N00°33'14"W 2611.39 feet along said East right-of-way line to its point of intersection with the South right-of-way line of County Road No. 52; thence S89°43'08"E 2532.70 feet along said South right-of-way line to its point of intersection with the West right-of-way line of County Road No. 9;
thence S00°35'40"E 2606.80 feet along said West right-of-way line to the Point of Beginning,
EXCEPT a strip of land 20 feet in width across the NE¼ NE¼ of Section 32, Township 8 North, Range 68 West conveyed to W.C. Alford by Jacob Armstrong, Jr. in the Deed recorded May 15, 1886 in Book 44 at Page 253, described as:
Commencing at a point on the North line of Section 32, about 60 rods West from the Northeast corner of said Section and running thence in a southeasterly direction to a point on the East line of Section 32 about 60 rods South of the Northeast corner of said Section,
LESS AND EXCEPT that portion conveyed to The City of Fort Collins by Special Warranty Deed recorded September 14, 1984 in Book 2289 at Page 1283,
County of Larimer,
State of Colorado.
For informational purposes only: APN - 88320-00-001

Parcel 9:

A portion of the SE¼ of Section 32, Township 8 North, Range 68 West of the 6th P.M., which considering the East line of said SE¼ as bearing S00°33'21"E and with all bearings contained herein relative thereto, is contained within the boundary lines which begin at the point of intersection of the South line of said SE¼ and the West right-of-way line of County Road No. 9, said Point of Beginning bearing N89°49'24"W 30.00 feet from the E¼ corner of said Section 32 and run thence N89°49'24"W 2534.49 feet along said North line to its point of intersection with the East right-of-way of the No. 8 Outlet Ditch as described in Deed recorded in Book 187 at Page 163;
thence S00°33'14"E 2618.38 feet along said East right-of-way line to its point of intersection with the North right-of-way line of County Road No. 50;
thence S89°57'46"E 2534.51 feet along said North right-of-way line to its point of intersection with the West right-of-way line of County Road No. 9;
thence N00°33'21"W 2612.21 feet along said West right-of-way line to the Point of Beginning,
LESS AND EXCEPT that portion conveyed to The City of Fort Collins by Special Warranty Deed recorded September 14, 1984 in Book 2289 at Page 1283,
County of Larimer,
State of Colorado.
For informational purposes only: APN - 88320-00-002

Parcel 10:

A portion of the SW¼ of Section 33, Township 8 North, Range 68 West of the 6th P.M., which considering the West line of said SW¼ as bearing N00°33'21"W and with all bearings contained herein relative thereto, is contained with the boundary lines which begin at the point of intersection of the North line of said SW¼ with the East right-of-way line of County Road No. 9, said Point of Beginning bearing S89°48'27"E 30.00 feet from the W¼ corner of said Section 33 and run thence S00°33'21"E 2612.02 feet along said East right-of-way line to its point of intersection with the North right-of-way line of County Road No. 50;
thence N89°58'52"E 2509.99 feet along said North right-of-way line to its point of intersection with the West right-of-way line of the Colorado and Southern Railroad Company as described in Deed recorded in Book 289 at Page 118;
thence N00°20'41"W 2602.65 feet along said West right-of-way line to its point of intersection with the North line of said SW¼;
thence N89°48'27"W 2519.69 feet to the Point of Beginning,
LESS AND EXCEPT that portion conveyed to The City of Fort Collins by Special Warranty Deed recorded September 14, 1984 in Book 2289 at Page 1283, County of Larimer, State of Colorado.
For informational purposes only: APN - a portion of 88330-00-002

Parcel 11:

A portion of the NW¼ of Section 4, Township 7 North, Range 68 West of the 6th P.M., which considering the West line of said NW¼ as bearing N00°20'02"E and with all bearings contained herein relative thereto, is contained within the boundary lines which begin at a point of intersection of said West line with the South right-of-way line of County Road No. 50 said Point of Beginning bearing S00°20'02"W 30.00 feet from the Northwest corner of said Section 4, and run thence N89°58'52"E 2535.02 feet along said South right-of-way line to its point of intersection with the West right-of-way line of the Colorado and Southerly Railroad Company as described in Deed recorded in Book 171 at Page 301;
thence S00°03'25"W 2198.00 feet along said West right-of-way line;
thence S11°04'43"W 392.24 feet along said West right-of-way line to its point of intersection with the South line of said NW¼;
thence N89°15'23"W 2472.54 feet along said South line to the W¼ corner of said Section 4;
thence N00°20'02"E 2550.04 feet along the West line of said NW¼ to the Point of Beginning,
LESS AND EXCEPT that portion conveyed to The City of Fort Collins by Special Warranty Deed recorded September 14, 1984 in Book 2289 at Page 1283, County of Larimer, State of Colorado.
For information purposes only: APN - 87040-00-002

Parcel 12:

All that portion of the NE¼ of Section 4, Township 7 North, Range 68 West of the 6th P.M., lying North of the Larimer and Weld Canal contained within the boundary lines which, considering the North line of said NE¼ as bearing N89°51'W and with all bearings contained herein relative thereto, in contained within the boundary lines which begin at a point on the West line of said NE¼, which point bears N00°03'25"E 140.00 feet from the Center ¼ corner of said Section 4, and run thence N89°34'15"E 15.00 feet;
thence N36°54'15"E 200.00 feet;
thence N55°54'15"E 200.00 feet;
thence N68°34'15"E 100.00 feet;
thence N86°34'15"E 1900.00 feet;
thence S88°25'45"E 92.96 feet to a point on the westerly right-of-way line of Highway I-25; thence along the West and South right-of-way lines of Highway I-25 as described in Deed recorded in Book 1276 at Page 251 on the following courses and distances:
N00°26'9"E 1948.98 feet, and again N84°38'W 769.70 feet to its point of intersection with the South right-of-way line of County Road No. 50; thence N89°51'W 1629.32 feet along said South right-of-way line to its point of intersection with the West line of said Northeast ¼; thence S00°03'25"W 2444.97 feet along said West line to the Point of Beginning, EXCEPTING parcels conveyed to the Colorado Department of Highways in Book 873 at Pages 119 and 124 and in Book 1276 at Page 251,
LESS AND EXCEPT that portion conveyed to The City of Fort Collins by Special Warranty Deed recorded September 14, 1984 in Book 2289 at Page 1283,
AND LESS AND EXCEPT those portions conveyed to The State Department of Highways, State of Colorado by Warranty Deed recorded July 28, 1986 at Reception No. 86040655,

County of Larimer,
State of Colorado.
For informational purposes only: APN - 87040-00-001

LESS AND EXCEPT any portion of the foregoing Parcels 1 -12 contained in the lands described in the final amended plat/replat of Lot 1, Block 1, of "Final Plat B.A.R.I. Barley Research Facility" recorded March 22, 1989 at Reception No. 89012104, which amended plat/replat is to be recorded upon approval by the City of Fort Collins, Colorado, a draft of such amended plat/replat labeled B.A.R.I. BARLEY RESEARCH FACILITY AMENDMENT NO. 1 MINOR PLAT, is attached hereto as Exhibit F-1.
Copy of draft B.A.R.I. BARLEY RESEARCH FACILITY AMENDMENT NO. 1 MINOR PLAT, a proposed replat of Lot 1, Block 1, of "Final Plat B.A.R.I. Barley Research Facility" recorded March 22, 1989 at Reception No. 89012104

(two pages attached)
B.A.R.I. BARLEY RESEARCH FACILITY AMENDMENT NO. 1 MINOR PLAT

A PARCEL OF LAND SITUATED IN THE NW 1/4 OF SECTION 33, TOWNSHIP 8 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPLE MERIDIAN

CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO

DATE OF PREPARATION: 1/15/2017

Sheet 1 of 2
B.A.R.I. BARLEY RESEARCH FACILITY AMENDMENT NO. 1 MINOR PLAT

A PARCEL OF LAND SITUATED IN THE NW 1/4 OF SECTION 33, TOWNSHIP 8 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPLE MERIDIAN
CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO

SHEET 2 OF 2
Exhibit “G”
Description of Development Property

A PARCEL OF LAND SITUATE IN THE EAST HALF OF SECTION 32, A PORTION OF
THE SOUTHWEST CORNER OF SECTION 32, AND THE WEST HALF OF SECTION
33, TOWNSHIP 8 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
AND THE NORTH HALF OF SECTION 4, TOWNSHIP 7 NORTH, RANGE 68 WEST
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF FORT COLLINS, COUNTY OF
LARIMER, STATE OF COLORADO; AND BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 32 WHENCE THE
SOUTH QUARTER CORNER BEARS S00°29’18”E A DISTANCE OF 5289.91 FEET
AND CONSIDERING ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE S89°35’02”E A DISTANCE OF 2638.10 FEET;
THENCE S89°53’24”E A DISTANCE OF 1773.90 FEET;
THENCE S00°00’00”E A DISTANCE OF 510.00 FEET;
THENCE S89°53’24”E A DISTANCE OF 864.98 FEET;
THENCE S00°16’21”E A DISTANCE OF 1475.57 FEET;
THENCE S89°59’54”E A DISTANCE OF 397.54 FEET;
THENCE S00°20’11”E A DISTANCE OF 380.10 FEET;
THENCE S89°59’31”E A DISTANCE OF 397.12 FEET;
THENCE S00°16’21”E A DISTANCE OF 2906.93 FEET;
THENCE S00°06’47”E A DISTANCE OF 50.00 FEET;
THENCE S89°47’00”E A DISTANCE OF 945.36 FEET;
THENCE S00°00’50”E A DISTANCE OF 15.00 FEET;
THENCE N89°59’10”E A DISTANCE OF 1022.26 FEET;
THENCE S84°33’41”E A DISTANCE OF 150.45 FEET;
THENCE S00°31’28”E A DISTANCE OF 220.49 FEET;
THENCE S19°10’52”E A DISTANCE OF 716.33 FEET;
THENCE S00°10’52”E A DISTANCE OF 296.08 FEET;
THENCE S00°30’00”W A DISTANCE OF 783.98 FEET;
THENCE S88°21’45”W A DISTANCE OF 92.96 FEET;
THENCE S86°38’15”W A DISTANCE OF 1900.01 FEET;
THENCE S68°38’10”W A DISTANCE OF 99.99 FEET;
THENCE S55°58’15” W A DISTANCE OF 200.00 FEET;
THENCE S56°58’15”W A DISTANCE OF 199.96 FEET;
THENCE S89°38’15”W A DISTANCE OF 15.00 FEET;
THENCE S00°06’47”W A DISTANCE OF 139.93 FEET;
THENCE S89°11’06”W A DISTANCE OF 2627.63 FEET;
THENCE S00°23’56”E A DISTANCE OF 2580.05 FEET;
THENCE S89°53’45”W A DISTANCE OF 2639.82 FEET;
THENCE S89°44’44”W A DISTANCE OF 1339.28 FEET;
THENCE S01°15’55”W A DISTANCE OF 1062.88 FEET;
THENCE S89°50’10”W A DISTANCE OF 721.52 FEET;
THENCE N01°15'28"W A DISTANCE OF 1589.29 FEET; 
THENCE N89°50'10"E A DISTANCE OF 2060.57 FEET; 
THENCE N00°29'18"W A DISTANCE OF 2644.95 FEET TO THE POINT OF 
BEGINNING;

LESS AND EXCEPT ALL EXISTING RAILROAD RIGHTS-OF-WAY AND LESS AND 
EXCEPT ANY PORTION CONTAINED IN THE LANDS DESCRIBED IN THE FINAL 
AMENDED PLAT/REPLAT OF LOT 1, BLOCK 1, OF “FINAL PLAT B.A.R.I. BARLEY 
RESEARCH FACILITY” RECORDED MARCH 22, 1989 AT RECEPTION NO. 89012104, WHICH AMENDED PLAT/REPLAT IS TO BE RECORDED UPON 
APPROVAL BY THE CITY OF FORT COLLINS, COLORADO, A DRAFT OF SUCH 
AMENDED PLAT/REPLAT LABELED B.A.R.I. BARLEY RESEARCH FACILITY 
AMENDMENT NO. 1 MINOR PLAT, IS ATTACHED HERETO AS EXHIBIT G-1.

SAID PARCEL CONTAINS 998.50 ACRES (43,494,643.5422 SQUARE FEET) MORE 
OR LESS AND IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND 
RESTRICTIONS NOW IN USE OR OF RECORD

LESS:

A parcel of land, approximately 108 acres (+/-) in size, which is a portion of and located in Section 4, T7N, R68W, 6th P.M., County of Larimer, State of Colorado.

Such land is generally depicted as two parcels (1 – High School Site, 72 acres with off-site detention; and 2 – Middle school Site, 36 acres with off-site detention) on Exhibit G-2 attached hereto and incorporated herein by reference.

The parties acknowledge that the description above is a general description only, and the foregoing is not intended to constitute a newly created legal description of a subdivided parcel (§38-35-106.5, C.R.S.), and is not intended to create a subdivision in violation of any applicable law.

For informational purposes only:
Part of Assessor Parcel Number: 8704000002
Part of Schedule Number: R 0156191
EXHIBIT G-1

(Copy of draft B.A.R.I. BARLEY RESEARCH FACILITY AMENDMENT NO. 1 MINOR PLAT, a proposed replat of Lot 1, Block 1, of “Final Plat of B.A.R.I. Barley Research Facility” recorded March 22, 1989 at Reception No. 89012104)

(two pages attached)
B.A.R.I. BARLEY RESEARCH FACILITY AMENDMENT NO. 1 MINOR PLAT

A PARCEL OF LAND SITUATED IN THE NW 1/4 OF SECTION 33, TOWNSHIP 8 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPLE MERIDIAN

CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO

SHEET 2 OF 2
Exhibit G-2

General Depiction of School Site
Exhibit H

General Description of School Site

A parcel of land, approximately 108 acres (+/-) in size, which is a portion of and located in Section 4, T7N, R68W, 6th P.M., County of Larimer, State of Colorado.

Such land is generally depicted as two parcels (1 – High School Site, 72 acres with off-site detention; and 2 – Middle school Site, 36 acres with off-site detention) on the next page attached hereto and incorporated herein by reference.

The parties acknowledge that the description above is a general description only, and the foregoing is not intended to constitute a newly created legal description of a subdivided parcel (§38-35-106.5, C.R.S.), and is not intended to create a subdivision in violation of any applicable law.

For informational purposes only:
Part of Assessor Parcel Number: 8704000002
Part of Schedule Number: R 0156191
Part of Parcel 11 on Exhibit F (Foundation Property)
Exhibit H
(page 2)

General Depiction of School Site
Exhibit “I”
Description of PUD Property

A PARCEL OF LAND SITUATE IN THE EAST HALF OF SECTION 32, A PORTION OF
THE SOUTHWEST CORNER OF SECTION 32, AND THE WEST HALF OF SECTION
33, TOWNSHIP 8 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
AND THE NORTH HALF OF SECTION 4, TOWNSHIP 7 NORTH, RANGE 68 WEST
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF FORT COLLINS, COUNTY OF
LARIMER, STATE OF COLORADO; AND BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 32 WHENCE THE
SOUTH QUARTER CORNER BEARS S00°29'18"E A DISTANCE OF 5289.91 FEET
AND CONSIDERING ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE S89°35'02"E A DISTANCE OF 2638.10 FEET;
THENCE S89°53'24"E A DISTANCE OF 1773.90 FEET;
THENCE S00°00'00"E A DISTANCE OF 510.00 FEET;
THENCE S89°53'24"E A DISTANCE OF 864.98 FEET;
THENCE S00°16'21"E A DISTANCE OF 1475.57 FEET;
THENCE S89°59'54"E A DISTANCE OF 397.54 FEET;
THENCE S00°20'11"E A DISTANCE OF 380.10 FEET;
THENCE S89°59'31"E A DISTANCE OF 397.12 FEET;
THENCE S00°16'21"E A DISTANCE OF 2906.93 FEET;
THENCE S00°06'47"E A DISTANCE OF 50.00 FEET;
THENCE S89°47'00"E A DISTANCE OF 945.36 FEET;
THENCE S00°00'50"E A DISTANCE OF 15.00 FEET;
THENCE N89°59'10"E A DISTANCE OF 1022.26 FEET;
THENCE S84°33'41"E A DISTANCE OF 150.45 FEET;
THENCE S00°31'28"E A DISTANCE OF 220.49 FEET;
THENCE S19°10'52"E A DISTANCE OF 716.33 FEET;
THENCE S06°01'40"E A DISTANCE OF 296.08 FEET;
THENCE S00°30'00"W A DISTANCE OF 783.98 FEET;
THENCE N88°21'45"W A DISTANCE OF 92.96 FEET;
THENCE S86°38'15"W A DISTANCE OF 1900.01 FEET;
THENCE S68°38'10"W A DISTANCE OF 99.99 FEET;
THENCE S55°58'15" W A DISTANCE OF 200.00 FEET;
THENCE S36°58'15"W A DISTANCE OF 199.96 FEET;
THENCE S89°38'15"W A DISTANCE OF 15.00 FEET;
THENCE S00°06'47"W A DISTANCE OF 139.93 FEET;
THENCE N89°11'06"W A DISTANCE OF 2627.63 FEET;
THENCE N00°23'56"E A DISTANCE OF 2580.05 FEET;
THENCE S89°53'45W A DISTANCE OF 2639.82 FEET;
THENCE S89°44'44"W A DISTANCE OF 1339.28 FEET;
THENCE N01°15'55"W A DISTANCE OF 1062.88 FEET;
THENCE S89°50'10"W A DISTANCE OF 721.52 FEET;
THENCE N01°15'28"W A DISTANCE OF 1589.29 FEET;
THENCE N89°50'10"E A DISTANCE OF 2060.57 FEET;
THENCE N00°29'18"W A DISTANCE OF 2644.95 FEET TO THE POINT OF
BEGINNING;

LESS AND EXCEPT ALL EXISTING RAILROAD RIGHTS-OF-WAY AND LESS AND
EXCEPT ANY PORTION CONTAINED IN THE LANDS DESCRIBED IN THE FINAL
AMENDED PLAT/REPLAT OF LOT 1, BLOCK 1, OF “FINAL PLAT B.A.R.I. BARLEY
RESEARCH FACILITY” RECORDED MARCH 22, 1989 AT RECEPTION NO.
89012104, WHICH AMENDED PLAT/REPLAT IS TO BE RECORDED UPON
APPROVAL BY THE CITY OF FORT COLLINS, COLORADO, A DRAFT OF SUCH
AMENDED PLAT/REPLAT LABELED B.A.R.I. BARLEY RESEARCH FACILITY
AMENDMENT NO. 1 MINOR PLAT, IS ATTACHED HERETO AS EXHIBIT I-1.

SAID PARCEL CONTAINS 998.50 ACRES (43,494,643.5422 SQUARE FEET)
MORE OR LESS AND IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND
RESTRICTIONS NOW IN USE OR OF RECORD
EXHIBIT I-1

Copy of draft B.A.R.I. BARLEY RESEARCH FACILITY AMENDMENT NO. 1 MINOR PLAT, a proposed replat of Lot 1, Block 1, of "Final Plat of B.A.R.I. Barley Research Facility" recorded March 22, 1989 at Reception No. 89012104

[two pages attached]
B.A.R.I. BARLEY RESEARCH FACILITY AMENDMENT NO. 1 MINOR PLAT

A PARCEL OF LAND SITUATED IN THE NW 1/4 OF SECTION 33, TOWNSHIP 8 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPLE MERIDIAN

CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO

DATE OF PREPARATION: 1/15/2017
Exhibit J
Description of School District Property

A TRACT OF LAND LOCATED IN THE SW QUARTER OF SECTION 32, T8N, R68W of 6th PM, BEG AT W 1/4 COR, N 89 50' 10" E 2622.74 FT TO CEN 1/4 COR, S 0 51' 56" E 2649.77 FT TO S 1/4 COR, S 89 44' 44" W 1339.28 FT ALG S LN, N 15' 16" W 911.83 FT, S 89 44' 44" W 459.73 FT, N 15' W 117 FT, N 47' 7" W 176.13 FT TO SE COR
As described in that certain warranty deed from MARILYN SHERWIN, STORYBOOK FARM LLC, and CAROL STORY UTHMANN to POUDRE SCHOOL DISTRICT R-1, recorded 10/05/1998, at Reception No. 19980086672, County of Larimer, State of Colorado; and in that certain quit claim deed from MIDTOWN HOMES AT STORYBOOK LLC to POUDRE SCHOOL DISTRICT R-1, recorded 04/30/2014, at Reception No. 20140021323, County of Larimer, State of Colorado, consisting of approximately 108.06 acres (+/-).

For informational purposes only:
Assessor Parcel Number: 8832000905
Schedule Number: R1589140
MEMORANDUM

DATE: November 15, 2019

TO: Mayor Troxell and City Councilmembers

FROM: Tom Leeson, Community Development & Neighborhood Services Director

RE: Extended Vesting Justification

Introduction:

The purpose of this memo is to provide City Council with a written determination that a vesting period of longer than three years is justified for the proposed Montava Planned Unit Development (PUD).

Background:

A PUD Master Plan is eligible for a vested property right with respect to uses, densities, development standards, and Engineering Standards for which variances have been granted for a period of three (3) years. The vested property right shall not exceed three (3) years unless:

- (a) an extension is granted pursuant to the PUD provisions of the Land Use Code, or;
- (b) the City and the developer enter into a development agreement which vests the property right for a period exceeding three (3) years.

Such agreement may be entered into by the City if the Director of Community Development & Neighborhood Services determines that it will likely take more than three (3) years to complete all phases of the development and the associated engineering improvements for the development, and only if warranted in light of all relevant circumstances, including, but not limited to, the overall size of the development and economic cycles and market conditions.

The Montava PUD is one of the largest single proposed development in Fort Collins history. The project is proposed to develop in multiple phases over the course of more than 20 years, and upon full buildout, will include about 4,000-5,000 residential dwelling units, 400,000 square feet of office and commercial uses, 100 acres of industrial uses, and a farm. Montava’s proposed mix of uses, variety of housing, system of open space, pedestrian orientation,
incorporation of urban agriculture, energy efficient design, unique design standards, and infrastructure improvements will take many years to be realized.

Given the scale of the project, I have determined that it will likely take more than three (3) years to complete all phases of the development and the associated engineering improvements, that extended vesting beyond three years is warranted in light of the large size of the development and potential market cycles and market conditions, and that the request for a 25 years vesting period is reasonable.
ORDINANCE NO. 015, 2020
OF THE COUNCIL OF THE CITY OF FORT COLLINS
ADOPTING A DEVELOPMENT AGREEMENT EXTENDING THE TERM OF
VESTED RIGHTS FOR THE MONTAVA PUD OVERLAY AND REGARDING
CERTAIN TERMS OF DEVELOPMENT WITHIN THE MONTAVA PUD OVERLAY

WHEREAS, on February 18, 2020, City Council approved on second reading Ordinance No. 014, 2020, to approve the Montava PUD Overlay and associated PUD Master Plan; and

WHEREAS, pursuant to Land Use Code Section 2.2.11(C), the PUD Master Plan is eligible to apply for vested property rights in excess of three years solely with respect to uses, densities, and development standards of the Land Use Code, including those for which modifications have been granted, and engineering standards for which variances have been granted; and

WHEREAS, such vested property rights are normally valid for up to three years under Land Use Code Section 2.2.11(C)(2) unless an extended period of vested rights is granted as memorialized in a development agreement City Council adopts by ordinance; and

WHEREAS, the Montava PUD developer, HF2M, Inc., (“Developer”) has requested as part of the PUD Master Plan the extended vesting of certain uses, densities, development standards of the Land Use Code, including those for which modifications have been granted, and Engineering Design Standards for which variances have been granted, all for a period of twenty-five years (25); and

WHEREAS, pursuant to Land Use Code Section 2.2.11(C)(3), in order for City Council to enter into a development agreement that extends vesting for a period of greater than three (3) years, the Director of Community Development and Neighborhood Services must determine that it will likely take more than three years to complete all phases of the development and the associated engineering improvements for the development, and only if warranted in light of all relevant circumstances, including, but not limited to, the overall size of the development and economic cycles and market conditions; and

WHEREAS, the Director of Community Development and Neighborhood Services has determined that it will likely take more than three (3) years to complete all phases within the Montava PUD Overlay and the associated engineering improvements and that the granting of extended vesting is warranted in light of all relevant circumstances and such determination is attached as Exhibit “A” and incorporated herein; and

WHEREAS, a development agreement (“Development Agreement”) setting forth the uses, densities, development standards of the Land Use Code, including those for which modifications have been granted, and engineering standards for which variances have been granted and the terms for the extended vesting for twenty-five years upon the effective date of this Ordinance is attached as Exhibit “B” and incorporated herein; and
WHEREAS, the Development Agreement contains additional terms regarding the rights and obligations of the parties to the agreement appropriate for identification at the master plan level with respect to the development of the property subject to the PUD Overlay and Master Plan; and

WHEREAS, City Council finds that the extended vesting for a period of twenty-five (25) years, including tolling of the vested rights period during any moratorium and the obligation to participate in the defense of legal challenges, is warranted because of the large size of the property subject to the PUD Overlay and Master Plan, the significant investments in public infrastructure improvements that will be required of the Developer, the mixed-use nature of the PUD Master Plan, the anticipated twenty-five (25) year build-out period of the PUD Master Plan in multiple phases and expected changes in economic cycles and market conditions over such build-out period; and

WHEREAS, City Council finds that the additional terms in the Development Agreement with respect to development of the property subject to the PUD Overlay and Master Plan are appropriate for identification at the master plan level; and

WHEREAS, City Council finds that approval of the Development Agreement is consistent with the Land Use Code and the Montava PUD Master Plan and PUD Overlay and is in the best interests of the citizens of Fort Collins.

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

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

Section 2. That the Development Agreement is hereby approved by the City Council.

Section 3. That the Mayor is authorized to execute the Development Agreement on behalf of the City.

Section 4. That a copy of this Ordinance with all attachments shall be recorded in the Office of the Larimer County Clerk and Recorder promptly after the effective date of this Ordinance with all recording fees paid by the Developer.

Introduced, considered favorably on first reading, and ordered published this 14th day of January, A.D. 2020, and to be presented for final passage on the 18th day of February, A.D. 2020.

Mayor

ATTEST:

_______________________________
City Clerk
Passed and adopted on final reading on the 18th day of February, A.D. 2020.

____________________________
Mayor

ATTEST:

____________________________
City Clerk
MEMORANDUM

DATE: November 15, 2019

TO: Mayor Troxell and City Councilmembers

FROM: Tom Leeson, Community Development & Neighborhood Services Director

RE: Extended Vesting Justification

Introduction:

The purpose of this memo is to provide City Council with a written determination that a vesting period of longer than three years is justified for the proposed Montava Planned Unit Development (PUD).

Background:

A PUD Master Plan is eligible for a vested property right with respect to uses, densities, development standards, and Engineering Standards for which variances have been granted for a period of three (3) years. The vested property right shall not exceed three (3) years unless:

1. (a) an extension is granted pursuant to the PUD provisions of the Land Use Code, or;
2. (b) the City and the developer enter into a development agreement which vests the property right for a period exceeding three (3) years.

Such agreement may be entered into by the City if the Director of Community Development & Neighborhood Services determines that it will likely take more than three (3) years to complete all phases of the development and the associated engineering improvements for the development, and only if warranted in light of all relevant circumstances, including, but not limited to, the overall size of the development and economic cycles and market conditions.

The Montava PUD is one of the largest single proposed development in Fort Collins history. The project is proposed to develop in multiple phases over the course of more than 20 years, and upon full buildout, will include about 4,000-5,000 residential dwelling units, 400,000 square feet of office and commercial uses, 100 acres of industrial uses, and a farm. Montava’s proposed mix of uses, variety of housing, system of open space, pedestrian orientation,
incorporation of urban agriculture, energy efficient design, unique design standards, and infrastructure improvements will take many years to be realized.

Given the scale of the project, I have determined that it will likely take more than three (3) years to complete all phases of the development and the associated engineering improvements, that extended vesting beyond three years is warranted in light of the large size of the development and potential market cycles and market conditions, and that the request for a 25 years vesting period is reasonable.
PURSUANT TO TITLE 24, ARTICLE 68, C.R.S. 
AND FORT COLLINS LAND USE CODE 2.2.11(C), 
THIS AGREEMENT IS A SITE SPECIFIC DEVELOPMENT PLAN, THE 
APPROVAL OF WHICH CREATES A 
VESTED PROPERTY RIGHT, VALID FROM THE EFFECTIVE DATE OF THE 
ADOPTING ORDINANCE 

PUD MASTER PLAN DEVELOPMENT AGREEMENT FOR 
THE MONTAVA PLANNED UNIT DEVELOPMENT OVERLAY 
AND MASTER PLAN 

DATED _________________________, 20____
# TABLE OF CONTENTS

**RECITALS** .........................................................................................................................3  

**SECTION I. DEVELOPMENT DOCUMENTS** .................................................................6  

**SECTION II. VESTED PROPERTY RIGHT** .................................................................8  

**SECTION III. FEES** ........................................................................................................11  

**SECTION IV. SCHOOL DISTRICT** ..............................................................................11  

**SECTION V. MISCELLANEOUS** ..................................................................................12  

## EXHIBITS

- Exhibit A – Definitions
- Exhibit B – PUD Master Plan
- Exhibit C – PUD Master Plan Summary
- Exhibit D – Depiction of PUD Property, Foundation Property and School District Property
- Exhibit E – Depiction of Development Property and School Site
- Exhibit F – Description of Foundation Property
- Exhibit G – Description of Development Property
- Exhibit H – Description of School Site
- Exhibit I – Description of PUD Property
- Exhibit J – Description of School District Property
- Exhibit K – Director Vested Property Rights Determination
PURSUANT TO TITLE 24, ARTICLE 68, C.R.S. AND FORT COLLINS LAND USE CODE 2.2.11(C), THIS AGREEMENT IS A SITE SPECIFIC DEVELOPMENT PLAN, THE APPROVAL OF WHICH CREATES A VESTED PROPERTY RIGHT UNDER TITLE 24, ARTICLE 68, C.R.S., VALID FROM THE EFFECTIVE DATE OF THE ADOPTING ORDINANCE.

PUD MASTER PLAN DEVELOPMENT AGREEMENT FOR THE MONTAVA PLANNED UNIT DEVELOPMENT OVERLAY AND MASTER PLAN

This PUD MASTER PLAN DEVELOPMENT AGREEMENT FOR THE MONTAVA PLANNED UNIT DEVELOPMENT OVERLAY AND MASTER PLAN (the “Agreement”) is made and entered into this _____ day of ____________, 20___, by and between the CITY OF FORT COLLINS, COLORADO, a municipal corporation of the State of Colorado (“City”); HF2M, INC., a Texas corporation (“Developer”); U.S. BANK AS CORPORATE TRUSTEE OF THE ANHEUSER-BUSCH FOUNDATION, a Missouri charitable trust (“Foundation”); and Poudre School District R-1, a political subdivision of the State of Colorado (“School District”); the Foundation and the School District being collectively referred to herein as “Owners.”

For and in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby confessed and acknowledged, the parties agree as follows:

RECITALS

This Agreement is made with respect to the following facts:

A. Capitalized terms have the meanings set forth in Exhibit A attached hereto and incorporated herein by reference.

B. The Developer has entered into an agreement with the Foundation to acquire ownership of the Foundation Property (the “Foundation Agreement”).
C. The Developer and the School District have executed the PSD Agreement which provides for the sale of the School District Property to the Developer, in exchange for the sale of the School Site to the School District.

D. The Developer desires to develop the PUD Property and has caused to be submitted to the City all plans, reports and other documents required for the approval of the PUD Overlay and the PUD Master Plan in accordance with the City’s development application submittal master list for a PUD Overlay on the PUD Property, copies of which are on file in the office of the City Development Review Center and made a part hereof by reference.

E. The legislature of the State adopted the Vested Property Rights Statute to provide for the establishment of vested property rights in order to ensure reasonable certainty, stability and fairness in the land use planning process and in order to stimulate economic growth, secure the reasonable investment-backed expectations of landowners and foster cooperation between the public and private sectors in the area of land use planning. The Vested Property Rights Statute authorizes the City to enter into development agreements with landowners providing for a period of vesting of property rights exceeding three (3) years.

F. Pursuant to the PUD Overlay Regulations, the PUD Master Plan is eligible for a vested property right with respect to the Vested Master Plan Components.

G. The PUD Overlay Regulations allow for a term of a vested property right to exceed a three (3) year period if the City and the Developer enter into a development agreement which vests the property right for a period exceeding three (3) years, and further provides that such an agreement may be entered into by the City if the Director determines that (i) it will likely take more than three (3) years to complete all phases of the Project and the associated engineering improvements pursuant to the PUD Master Plan; and (ii) if warranted in light of all relevant circumstances including, but not limited to, the overall size of the PUD Property, and economic cycles and market conditions (the “Vested Property Rights Determination”).

H. A vested property rights request was submitted by the Developer to the City requesting vested property rights for a twenty-five (25)-year period in connection with the PUD Master Plan for the Vested Master Plan Components.

I. The granting of a vested property right in connection with the PUD Master Plan for a period of twenty-five (25) years is warranted in view of the following
factors: (1) the large size of the PUD Property; (2) the significant investment in public infrastructure improvements which will be required to be made by the Developer; (3) the mixed-use nature of the PUD Master Plan; (4) the anticipated twenty-five (25)-year build-out of the PUD Master Plan in multiple phases; and (5) expected changes in economic cycles and varying market conditions over such build-out period.

J. On November 15, 2019, the Director made the Vested Property Rights Determination, attached hereto as Exhibit K, that extended vesting in excess of three (3) years is appropriate.

K. Development of the PUD Property as proposed will provide substantial benefits for the City including large-scale comprehensive master-planning, implementation of certain New Urbanism principles in the PUD Master Plan, zero energy ready homes, a non-potable water system, attainable and affordable housing, energy and water conservation, natural areas, housing and employment variety, and an opportunity for a working farm, all of which promote the general welfare of the citizens of the City and others.

L. In addition to the benefits described above, development of the PUD Property will require substantial Developer investments in public facilities, including, but not limited to, multi-modal transportation improvements, roads, utilities, storm water facilities, parks, trails, and open spaces, which will serve the needs of the Project and the City. Completion of these facilities and provision of the public benefits will require substantial investments by the Developer. The Developer is willing to make such investments only if the vested property rights as set forth in this Agreement are provided.

M. Development of the PUD Property in accordance with the Development Documents will provide for orderly growth, ensure reasonable certainty in the land use planning process and otherwise achieve the goals and purposes for which the Vested Property Rights Statute and the PUD Overlay Regulations were enacted. In exchange for these benefits and the other benefits to the City contemplated by this Agreement, together with the public benefits served by the orderly development of the PUD Property, the Developer desires to receive the assurance that it may undertake and complete development of the Project pursuant to the Development Documents within the Vesting Term.

N. The City Council has approved, prior to or concurrently with the approval of this Agreement, the PUD Master Plan and a PUD Overlay of the PUD Master Plan.
O. The Parties intend to identify in this Agreement the Vested Master Plan Components all as specified in the approved PUD Master Plan, for which extended vesting is granted; and (2) the rights and obligations of the Developer and its successors and assigns, the City and the Owners appropriate for identification at the master planning level with respect to development of the PUD Property.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, such consideration being acknowledged as sufficient and of significant value to the Parties, the Parties agree as follows:

I. DEVELOPMENT DOCUMENTS

A. Relationship to City Regulations. The Parties intend that this Agreement, the PUD Master Plan, the City Regulations, and any State or federal laws the City must comply with, collectively, shall govern development of the PUD Property. Except as otherwise stated in this Agreement, if any provision or requirement of the City Regulations that conflict with or otherwise materially impair or abnegate any matters that are specifically addressed in this Agreement, the applicable terms and conditions of this Agreement shall control and govern. In the case of any express or implied conflict between this Agreement and the PUD Master Plan, the provisions of this Agreement shall control.

B. Compliance with PUD Master Plan. All future development of the Development Property shall require an approved Project Development Plan and Final Plan in accordance with the requirements of the Land Use Code and such development shall be in compliance with the PUD Master Plan and any applicable State or federal laws the City must comply with. Prior to the development of any portion of the Development Property, Developer acknowledges that it will be required to submit the applicable plans for that phase of development and enter into a development agreement with the City for, among other obligations imposed therein, the construction and maintenance of public improvements for such phase, including regional improvements as required by applicable provisions of the PUD Master Plan or the City Regulations, or both.

C. Amendment or Termination.
1. Amendments to, or the termination of, the PUD Master Plan shall be governed by the applicable provisions of the PUD Overlay Regulations and this Section I.C.

2. The Developer is acknowledged by the Parties to be authorized to request amendments to the PUD Master Plan pursuant to Section 4.29(I)(2) of the PUD Overlay Regulations, provided the conditions set forth therein are met.

3. Subject to Section 4.29(I)(2)(a)2.b. of the PUD Overlay Regulations regarding ownership or control of PUD Property, the Developer and its successors and assigns to whom the Developer has granted such right in writing, may initiate and process an amendment to the PUD Master Plan without the consent of other owners of property within the PUD Property, with the exception of an amendment which includes any proposed changes to the School Site, if such site is owned by the School District, shall require the consent of the School District.

4. The provisions of this Section I.C. shall be a binding covenant upon the Developer, School District, and the Foundation, and their respective successors, heirs, legal representatives and assigns, and shall constitute covenants and/or servitudes which touch, attach to and run with the title to the PUD Property or any portion thereof and, upon recordation of this Agreement, shall be deemed to have met the requirements of Section 4.29(I)(2)(a)2.c. of the PUD Overlay Regulations.

5. An amendment to the PUD Master Plan, to any approved Final Plan or to a condition of approval of any such amendment shall not constitute or require an amendment to this Agreement. Nothing in this Agreement shall limit the ability of the City, in accordance with applicable City Regulations, to approve or deny any such amendment, or to attach conditions to an approval of any such amendment based on applicable City Regulations, provided, however, that no amendment to the PUD Master Plan, or to any condition of approval thereto, shall have the effect of terminating or materially changing the vested property right afforded the Vested Master Plan Components as set forth in Section II below.

D. Incorporation of Recitals. The recitals A – O above are hereby incorporated into the body of this Agreement.
II. VESTED PROPERTY RIGHT

A. Acknowledgements. The Developer and the City acknowledge the following:

1. The Development Property, in its entirety, is estimated to have a build-out period of twenty-five (25) years or more.

2. The Project will require substantial financial commitments and the design and installation of major public infrastructure improvements in the early phases of and throughout the development of the Development Property.

3. A material consideration of the Developer’s development of the Development Property under the PUD Master Plan is the City’s agreement that the Developer has the right to undertake and complete development of the Development Property in accordance with the terms and conditions of the Development Documents.

4. The Developer has requested a vested property right for a period of twenty-five (25) years from the Effective Date solely with respect to existing permitted uses, densities and Development Standards of the Land Use Code and to the approved modifications of such uses, densities and Development Standards of the Land Use Code, and to the Engineering Design Standards for which variances have been granted pursuant to Section 4.29(L) of the PUD Overlay Regulations, all of which are listed on Appendix C to the PUD Master Plan Summary which is attached hereto as Exhibit C and incorporated herein by reference (the “Vested Master Plan Components”).

5. For the sole purpose of acquiring a vested property right for the Vested Master Plan Components, the City finds that the PUD Master Plan and this Agreement are each a Site Specific Development Plan eligible for a vested right pursuant to the PUD Overlay Regulations and the Vested Property Rights Statute.

B. Vested Property Right Granted. To the extent consistent with the provisions of this Agreement, the parties intend that the Development Property be granted a vested property right to the fullest extent available under the Vested Property Rights Statute and the PUD Overlay Regulations. The rights identified below shall constitute the vested property right under this Agreement:
1. The right to develop the land uses that are included within the Vested Master Plan Components.

2. The right to develop such land uses in accordance with the Vested Master Plan Components, to the extent set forth in and pursuant to the Development Documents.

3. The right to develop the Development Property in accordance with the Vested Master Plan Components in the order, at the rate and at the time as market conditions dictate, subject to the terms and conditions of the Development Documents.

4. In consideration of the acknowledgements described above in Section II.A., the public benefit to be derived from the development of the Development Property and the obligations and commitments of the Developer pursuant to this Agreement and to the extent permitted by law and not inconsistent with the Vested Property Rights Statute, the City shall be precluded from taking any zoning or land use action by the City, or pursuant to an initiative (including but not limited to any zoning law of general applicability adopted by the City or pursuant to an initiative as well as any zoning or development regulations that have previously been adopted by the City and applicable to the Development Property), that would alter, impair, prevent, diminish, impose a moratorium on development, or otherwise delay the development or use of the Development Property as set forth in this Agreement, except as otherwise provided in Section 24-68-104 of the Vested Property Rights Statute. Accordingly, and notwithstanding any provision of the Land Use Code to the contrary, the Development Documents shall not lapse, expire or be subject to any form of “staleness” review during the Vesting Term. To the extent that any moratorium or other delay in development or use of the Development Property that is permitted under the Vested Property Rights Statute is imposed on development of the PUD Property, the Vesting Term shall be extended one day for each day that such moratorium is in effect.

C. Term of Vested Property Right.

1. The term of the vested property right granted in the above-referenced Section II.B. shall commence on the Effective Date and shall continue for a period of twenty-five (25) years from the Effective Date ("Vesting Term").
2. The Vesting Term is granted pursuant to the PUD Overlay Regulations and Section 24-68-104 of the Vested Property Rights Statute which authorizes local governments to enter into development agreements granting vested property rights for a period exceeding three (3) years where warranted in light of all relevant circumstances.

3. Individual Site Specific Development Plans within the PUD Overlay shall be afforded vested property rights in accordance with the Vested Property Rights Statute and the Land Use Code, including the PUD Overlay Regulations, at the time such plans are approved by the City. Vested rights for such approved Site Specific Development Plans shall be for a period of up to three (3) years unless otherwise extended pursuant to the Land Use Code and the PUD Overlay Regulations.

4. The expiration of the vested property right granted herein shall not affect (1) the PUD Master Plan; (2) any common-law vested rights obtained prior to such termination; or (3) any right arising from City permits or approved Final Plans within the Development Property or other entitlements for the Development Property which were granted or approved concurrently with or subsequent to the approval of the Development Documents.

D. Subsequent Review and Approvals. Nothing in this Section II shall exempt the PUD Master Plan or Project Development Plans or Final Plans within the Development Property from subsequent reviews and approvals by the City to ensure compliance with the terms and conditions of the approved PUD Master Plan, such Project Development Plans or Final Plans and this Agreement, provided that such subsequent reviews and approvals are not inconsistent with the original approvals of the PUD Master Plan, such Project Development Plans or Final Plans and this Agreement.

E. No Obligation to Develop. The Developer shall have no obligation to develop all or any portion of the PUD Property and shall have no liability under this Agreement to the City or to any other party for its failure to develop all or any part of the PUD Property. The Developer and the City contemplate that the Development Property will be developed in phases and that the Developer shall have the right to determine the timing of the various phases of development within the Development Property. The Developer shall have no obligation to develop all or any portion of any phase, notwithstanding the development or non-development of any other phase, and the Developer shall have no liability under this Agreement.
to the City for its failure to develop all or any portion of any phase of the Development Property. Notwithstanding the foregoing, if the Developer commences development of all or any portion or phase of the Development Property, the Developer shall be required to construct the public improvements required to support such development in accordance with the terms and conditions of any development agreement(s) which the Developer and the City may execute in connection with any subsequently approved Final Plan. Nothing in this Agreement shall be construed as relieving the Developer of any obligation or liability for completion of any public improvements required by any development agreement(s) hereafter executed by the Developer.

F. Exceptions to Vested Property Right. The Developer acknowledges that the Vested Property Rights Statute contains certain exceptions which are set forth in C.R.S. 24-68-105 thereof and agrees that such exceptions shall apply to the vested property right granted herein which is based on the Vested Property Rights Statute.

III. FEES

Notwithstanding any language to the contrary in this Agreement, Developer agrees that each Final Plan within the Development Property shall be required to pay in full all applicable fees pursuant to applicable City Regulations in connection with such project.

IV. SCHOOL DISTRICT

A. The School District Property, currently owned by the School District, is depicted on Exhibit D attached hereto and incorporated herein by reference. The Developer has entered into the PSD Agreement which provides for the purchase of the School District Property from the School District by the Developer for development as part of the Project. The School Site, currently owned by the Foundation, is generally depicted on Exhibit E attached hereto and incorporated herein by reference. The Developer desires to sell the School Site to the School District for use as one or more public schools and related grounds and facilities.

B. Developer shall not be entitled to submit to the City any Project Development Plan within the PUD Property, receive any building permit for a structure within the PUD Property, or otherwise commence any development on the PUD Property as the term development is defined in the Land Use Code, until
the closing of the sale of the School District Property to the Developer and the closing of the sale of the School Site to the School District (the "Closings").

C. If the Closings occur, so that the School District owns the School Site and does not own any of the Development Property, either the Developer or the School District shall thereafter have the right, but not the obligation, to process a minor amendment to remove the School Site from the PUD Master Plan, which minor amendment shall be subject to review and approval by the City pursuant to applicable Land Use Code provisions, and, notwithstanding anything in this Agreement to the contrary, Developer shall thereupon have no rights or obligations in connection with the School Site.

V. MISCELLANEOUS

A. Attorneys’ Fees. In the event of any litigation between the Parties concerning the subject matter or enforcement of the terms of this Agreement, the prevailing Party in such litigation shall be entitled to receive from the non-prevailing Party, and shall be awarded, in addition to the amount of any judgment or other award entered therein, all reasonable costs and expenses, including reasonable attorneys’ fees, incurred by the prevailing Party in such litigation.

B. City Findings. The City hereby finds and determines that the approval and execution of this Agreement are in the best interest of the public health, safety and general welfare of the City.

C. Contingencies.

1. Foundation Contingency. The Parties hereto expressly agree that this Agreement is contingent upon the closing of the sale of substantially all of the Foundation Property to the Developer pursuant to the terms of the Foundation Agreement within five (5) years after the Effective Date. In the event that such closing does not occur by such date, this Agreement shall thereupon automatically terminate and thereafter be of no force or effect, and the Parties hereto shall be released from all obligations hereunder.

2. Utilities’ Contingency. There are ongoing negotiations between the City, the Developer and certain special districts in connection with water and sewer service issues affecting the PUD Property. In the event that such utility issues are not resolved to the satisfaction of the Developer in its sole discretion within five (5) years after the Effective Date, the parties

Packet Pg. 708
acknowledge and agree that the Developer shall have the right at any time to terminate this Agreement and/or to initiate termination of the PUD Master Plan pursuant to the PUD Overlay Regulations. In the event that the Developer exercises either of such termination rights, it shall give notice thereof to the City and the date of such termination shall be, in the case of termination of the Agreement, the date of delivery of any such notice to the City in accordance with Section VII.Q. of this Agreement and, in the case of termination of the PUD Master Plan, the date of approval, if any, by the City of any such termination. The Developer acknowledges that the City does not have any obligation to provide water or sewer service to the PUD Property.

D. Cooperation in Defending Legal Actions. If any Legal Challenge occurs, the Developer shall have the option, in its sole discretion, to defend such Legal Challenge. In the event that the Developer elects to defend any such Legal Challenge, the Developer, with the consent of the City, shall take the lead role in defending any such Legal Challenge, including, but not limited to, preparing all pleadings and other required documents, accomplishing any necessary service of process, generating necessary correspondence among the Parties and paying one hundred percent (100%) of both court filing fees and the costs of any expert witnesses, depositions, interrogatories, transcripts or other similar costs. The City and the Developer shall each pay its own attorney fees. Unless the City at its option decides to take a more active role in defending any such Legal Challenge, the Parties agree that the role of the City and the Developer therein shall be limited to the following:

1. In the event of any Legal Challenge, the City agrees to cooperate in the review and signing of pleadings and other documents reasonably required to defend such Legal Challenge and in forms reasonably acceptable to the City Attorney of the City; and

2. In the event the Developer decides to appeal any negative judicial decision in connection with any Legal Challenge, the City agrees to be named as an appellant along with the Developer and to cooperate in the review and signing of pleadings and other documents reasonably required in connection with such appeal and in forms reasonably acceptable to the City Attorney of the City.

3. Although it is the intent of this provision that, consistent with its commitments given to the Developer in this Agreement, the City shall cooperate with the Developer in defending any Legal Challenge as long as the Developer determines to continue such defense, it is expressly agreed
by the City and the Developer that in the event there is controlling legal precedent established by either the Colorado Court of Appeals or Supreme Court or the United States Court of Appeals or Supreme Court supporting one or more of the positions taken by a party or parties challenging any of the items described herein above, then to the extent of such precedent as it applies to those positions, the City shall not be obligated to defend or continue the defense of any such positions.

E. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

F. **Covenants/Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors, heirs, legal representatives and assigns, and shall constitute covenants and/or servitudes, which touch, attach to and run with title to the PUD Property.

G. **Default.**

1. **Notice; Cure.** If any Party defaults under this Agreement, the non-defaulting Party shall deliver written notice to the defaulting Party of such default in accordance with Section V.Q., and the defaulting Party shall have thirty (30) days from and after receipt of such notice to cure such default. If such default is not of a type which can be cured within such thirty (30) day period and the defaulting Party gives written notice to the non-defaulting Party within such thirty (30) day period that it is actively and diligently pursuing such cure, the defaulting Party shall have a reasonable period of time given the nature of the default following the end of such thirty (30) day period to cure such default, provided that such defaulting Party is at all times within such additional time period actively and diligently pursuing such cure and provided further that in no event shall such cure period exceed a total of six (6) months. Notwithstanding the cure period set forth in this Section V.G.1., Developer, its successors and assigns, shall have the right to include a claim for breach of this Agreement in any action brought under C.R.C.P. Rule 106 if Developer, its successors and assigns, believes that the failure to include such claim may jeopardize its ability to exercise its remedies with respect to this Agreement at a later date. Any claim for breach of this Agreement brought before the expiration of the applicable cure period set forth in this Section V.G.1. shall not be prosecuted by Developer, its successors and assigns, until the expiration of such cure period except as set forth in this Agreement, and shall be dismissed by Developer, its successors and assigns, if the default is cured in accordance with this
Section V.G.1. In the event of a default by the Developer, the City reserves the right to withhold approval of any pending development application for the Project to the extent that the subject matter of such default is directly related to such pending application.

2. Remedies. If any default under this Agreement is not cured as described above, the non-defaulting Party shall have the right to enforce the defaulting Party’s obligation hereunder by an action at law or in equity, including, without limitation, injunction and/or specific performance, and shall be entitled to an award of any damages available at law or in equity. In the event of a default by the Developer, the City reserves the right to withhold approval of any pending development application for the Project to the extent that the subject matter of such default is directly related to such pending application.

H. Governing Law. This Agreement shall be construed under and governed by the laws of the State of Colorado.

I. Governmental Immunity Act. 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, CRS § 24-10-101 et seq., or under any other law.

J. Integration; Amendment. This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and there are no oral or collateral agreements or understandings. The Parties agree that this Agreement may be amended only by an instrument in writing signed by the City and the Developer, or any successor or assign of the Developer to whom the Developer has granted in writing the right to consent to any such amendment, it being expressly acknowledged by the parties that consent of Developer’s successors or assigns to an amendment of this Agreement shall not be required unless such right is granted in writing by the Developer.

K. Jurisdiction and Venue. The City and the Developer, its successors and assigns, stipulate and agree that in the event of any dispute arising out of this Agreement, the courts of the State of Colorado shall have exclusive jurisdiction over such dispute and venue shall be proper in Larimer County, Colorado. All Parties hereby submit themselves to jurisdiction of the State District Court, 8th Judicial District, County of Larimer, State of Colorado.
L. **Non-Liability of the Foundation.** The Foundation is made a party to this Agreement solely for the purpose of subjecting the Foundation Property to the covenants contained in this Agreement and the Foundation specifically consents to all of the terms and conditions of this Agreement and agrees that the Foundation Property shall be subject to the covenants contained herein. The Parties expressly acknowledge and agree that the Foundation shall not be liable for any obligations of the Developer under this Agreement and the Foundation further acknowledges that it shall not assume any rights of the Developer to develop any portion of the PUD Property.

M. **Non-Liability of the School District.** The School District is made a party to this Agreement solely for the purpose of subjecting the School District Property, as a development parcel shown on the PUD Master Plan, to the covenants contained in this Agreement, subject to the provisions of Section V hereof. The Parties expressly acknowledge and agree that the School District shall not be liable for any obligations of the Developer under this Agreement and that the School District is entitled to develop any site it may own within the PUD Master Plan as a school site at such time and in such manner as the School District customarily develops its schools.

N. **Multi-Fiscal Year Obligations.** To the extent that any of the obligations of the City contained in this Agreement are or should be considered multi-fiscal year obligations, such obligations shall be subject to annual appropriation by the City Council, in its sole discretion, and the Developer shall not be entitled to rely on a future appropriation in furtherance of any such obligation.

O. **No Joint Venture or Partnership.** No form of joint venture or partnership exists between the Developer, the Owners and the City, and nothing contained in this Agreement shall be construed as making the Developer, the Owners and the City joint venturers or partners.

P. **No Third Party Beneficiaries.** Except as otherwise provided in this Agreement, enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City, the Developer, its successors and assigns, and the Owners and nothing contained in this Agreement shall give or allow any such claim or right of action by any third party. Except as otherwise provided in this Agreement, it is the express intention of the City, the Developer, its successors and assigns, and the Owners that any other person receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
Q. **Notices.** Any notice or communication required under this Agreement between the City, the Developer, and the Owners must be in writing and may be given either personally, by registered or certified mail, return receipt requested, by Federal Express or other reliable courier service that guarantees next day delivery or by email (if followed by an identical hard copy via registered or certified mail). If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. If given by any other method, a notice shall be deemed to have been given and received on the first to occur of: (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (b) as applicable: (i) three (3) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail; (ii) the following business day after being sent via Federal Express or other reliable courier service that guarantees next day delivery; or (iii) the following business day after being sent by email (provided that such email is promptly followed by an identical hard copy sent via registered or certified mail, return receipt requested). Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section V.Q., designate additional persons to whom notices or communications shall be given and designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth below:

If to City:

City of Fort Collins  
ATTN: City Manager  
301 LaPorte Avenue  
Fort Collins, CO  80521  
Email:

With a copy to:

City of Fort Collins  
ATTN: City Attorney  
301 LaPorte Avenue  
Fort Collins, CO  80521  
Email:

If to Developer:

HF2M, Inc.  
ATTN: Max Moss  
430 N. College Ave.  Suite 410  
Fort Collins, CO  80524  
Email: max@hf2m.com
R. **Paragraph Captions.** The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

S. **Recordation.** The City shall record this Agreement in the Larimer County Records, and the Developer shall pay the cost of the same.

T. **Representations and Warranties.**

1. **Representations and Warranties by the City.** The City represents and warrants that:
a. The City is a home rule municipality and has the power to enter into and has taken all actions to date required to authorize this Agreement and to carry out its obligations hereunder including, but not limited to (i) all actions necessary to adopt and approve the land use regulations and other provisions set forth in the Development Documents in a manner that such regulations shall legally govern the development of the PUD Property; and (ii) all actions necessary to grant the vested property rights described in this Agreement;

b. The City knows of no litigation, proceeding, initiative, referendum, investigation or threat of any of the same contesting the powers of the City or its officials with respect to this Agreement that has not been disclosed in writing to the Developer;

c. The execution and delivery of this Agreement and the documents required hereunder and the consummation of the transactions contemplated by this Agreement will not: (a) conflict with or contravene any law, order, rule or regulation applicable to the City or to the City’s governing documents, or (b) result in the breach of any of the terms or provisions or constitute a default under any agreement or other instrument to which the City is a party or by which it may be bound or affected;

d. This Agreement constitutes a valid and binding obligation of the City, enforceable according to its terms. Pursuant to Section V.D., the City will cooperate in defending the validity of this Agreement in the event of any litigation arising hereunder that names the City as a party or challenges the authority of the City to enter into or perform its obligations hereunder; and

e. Subject to Section V.G. of this Agreement relating to default and remedies, should the foregoing representations and warranties of the City prove to be materially inaccurate, in whole or in part, such inaccuracy shall constitute a default by the City under this Agreement. The City recognizes that the Developer intends to expend substantial monies to undertake and complete development of the Project in accordance with the Development Documents in reliance upon the accuracy of the representations and warranties of the City as set forth in this Section V.T.1.
2. **Representations and Warranties by the Developer.** The Developer represents and warrants that:

   a. The Developer is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas and qualified to do business in the State; has the legal capacity and the authority to enter into and perform its obligations under this Agreement and the documents to be executed in connection herewith;

   b. The execution and delivery of this Agreement and the documents required hereunder and the performance and observance of their terms, conditions and obligations have been duly and validly authorized by all necessary action on its part to make this Agreement and such documents valid and binding upon the Developer;

   c. The execution and delivery of this Agreement and the documents required hereunder and the consummation of the transactions contemplated by this Agreement will not: (a) conflict with or contravene any law, order, rule or regulation applicable to the Developer or to the Developer’s governing documents, or (b) result in the breach of any of the terms or provisions or constitute a default under any agreement or other instrument to which the Developer is a party or by which it may be bound or affected;

   d. The Developer knows of no litigation, proceeding, initiative, referendum, or investigation or threat or any of the same contesting the powers of the City, the Developer or any of its principals or officials with respect to this Agreement that has not been disclosed in writing to the City;

   e. The Developer has the necessary legal ability to perform its obligations under this Agreement. This Agreement constitutes a valid and binding obligation of the Developer, enforceable according to its terms; and

   f. Subject to Section V.G. of this Agreement relating to default and remedies, should the foregoing representations and warranties of the Developer prove to be materially inaccurate, in whole or in part, such inaccuracy shall constitute a default by the Developer under this Agreement.
U. **Severability.** If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, all remaining terms, provisions, covenants and conditions of this Agreement shall continue in full force and effect.

V. **Waiver.** No waiver of one or more of the terms of this Agreement shall constitute a waiver of other terms. No waiver of any provision of this Agreement in any instance shall constitute a waiver of such provision in other instances.

W. **Waiver of Defects.** In executing this Agreement, the Developer and Owners waive all rights they may have concerning defects, if any, of the form or substance of this Agreement and the formalities whereby it is executed, concerning the power of the City to impose conditions as set forth herein and concerning the procedure, substance and form of the ordinances or resolutions adopting this Agreement and approving the PUD Master Plan contemplated herein. Similarly, the City, to the extent legally permissible, waives all rights it may have concerning defects, if any, of the form or substance of this Agreement and the formalities whereby it is executed as well as defects, if any, concerning the procedure, substance and form of the ordinances or resolutions adopting this Agreement and approving the PUD Master Plan.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written above.

CITY: 

CITY OF FORT COLLINS, COLORADO,
a Municipal Corporation

By: ______________________________
Wade Troxell, Mayor

Date: _______________, 2020

APPROVED AS TO FORM:
Brad Yatabe, Assistant City Attorney

ATTEST:

Delynn Coldiron, City Clerk
DEVELOPER: HF2M, INC., a Texas corporation

By: _____________________________
    Jeffrey N. Drinkard, President

STATE OF ____________________ )
    ) ss.
COUNTY OF __________________ )

The foregoing Agreement was acknowledged before me this ___ day of
___________, 20___, by Jeffrey N. Drinkard, President of HF2M, Inc., a Texas
corporation.

WITNESS my hand and official seal.

__________________________________________
    Notary Public

My commission expires: _____________
OWNERS: Poudre School District R-1, a political subdivision of the State of Colorado

By: __________________________

Printed Name: ___________________

Title: __________________________

STATE OF COLORADO )
COUNTY OF LARIMER ) ss.

The foregoing Agreement was acknowledged before me this ___ day of __________, 20___, by ______________, ______________ of the Poudre School District R-1, a political subdivision of the State of Colorado.

WITNESS my hand and official seal.

______________________________
Notary Public

My commission expires: ____________
U.S. BANK AS CORPORATE TRUSTEE
OF THE ANHEUSER-BUSCH
FOUNDATION, a Missouri charitable trust

By: ______________________________

Printed Name: ___________________

Title: __________________________

STATE OF MISSOURI  )
) ss.
CITY OF ST. LOUIS       )

The foregoing Agreement was acknowledged before me this ___ day of
__________, 20__, by _____________, Vice President of U.S. Bank as
Corporate Trustee of the Anheuser-Busch Foundation, a Missouri charitable trust.

WITNESS my hand and official seal.

______________________________
Notary Public

My commission expires: _____________
Exhibit A
Definitions

Initialized capitalized terms used in this Agreement have the meanings set forth below:

**Agreement:** as defined in the introductory paragraph of this Agreement.

**City:** as defined in the introductory paragraph of this Agreement.

**City Council:** means the elected governing body of the City as established in the City’s Charter.

**City Regulations:** mean the Municipal Code, the Land Use Code and other general ordinances, resolutions, regulations, policies and plans of the City, as the same may be amended from time to time, to the extent any such amendment is consistent with the terms of this Agreement including, but not limited to, the vested property right granted in this Agreement.

**Developer:** as defined in the introductory paragraph of this Agreement.

**Development Documents:** means this Agreement and the PUD Master Plan.

**Development Property:** means the PUD Property less the School Site. The Development Property is an approximately 891-acre parcel, more particularly described on **Exhibit G** attached hereto and incorporated by reference and generally depicted on **Exhibit E** attached hereto and incorporated herein by reference.

**Development Standards:** means the development standards set forth in Article 3 of the Land Use Code and the development standards of Article 4 of the Land Use Code.

**Director:** means the Director of the Community Development and Neighborhood Services Department of the City.

**Effective Date:** means the effective date of the ordinances of the City Council approving this Agreement and the PUD Master Plan or the latest effective date of either of such ordinance if approved on separate dates.
**Engineering Design Standards**: means the engineering design standards described in Section 3.3.5 of Article 3 of the Land Use Code.

**Final Plan**: means a final plan as described in the Land Use Code as such description may be amended from time to time, to the extent any such amendment is consistent with the terms of this Agreement including, but not limited to, the vested property right granted in this Agreement.

**Foundation**: as defined in the introductory paragraph of this Agreement.

**Foundation Property**: means the approximately 844 acres of real property owned by the Foundation and described on Exhibit F attached hereto and incorporated herein by this reference, and generally depicted on Exhibit D attached hereto and incorporated herein by this reference.

**Land Use Code**: means the Land Use Code of the City, as the same may be amended from time to time, to the extent any such amendment is consistent with the terms of this Agreement including, but not limited to, the vested property right granted in this Agreement.

**LCUASS**: means the Larimer County Urban Area Street Standards originally adopted by City Council on January 2, 2001, by Ordinance No. 186, together with all amendments thereto subsequently adopted by ordinance or resolution of City Council, except as otherwise provided in this Agreement.

**Larimer County Records**: means the real estate records of the Clerk and Recorder of Larimer County, Colorado.

**Legal Challenge**: means any third party commencement of any legal proceeding or other action that directly or indirectly challenges this Agreement, the PUD Overlay, the PUD Master Plan or any of the City’s resolutions or ordinances approving this Agreement, the PUD Overlay and the PUD Master Plan.

**Municipal Code**: means the Municipal Code of the City, as the same may be amended from time to time, to the extent any such amendment is consistent with the terms of this Agreement including, but not limited to, the vested property right granted in this Agreement.

**Owners**: means the Foundation and the School District, collectively.
Party(ies): means each and collectively, the Developer and its successors and assigns, the School District, the Foundation, and the City.

Project: means the development pursuant to the PUD Master Plan of the PUD Property.

Project Development Plan: means a project development plan as described in the Land Use Code as such description may be amended from time to time, to the extent any such amendment is consistent with the terms of this Agreement including, but not limited to, the vested property right granted in this Agreement.


PUD Master Plan: means the planned unit development master plan for development of the PUD Property entitled the “Montava - PUD Master Plan,” as the same may from time to time be amended, the components of which are set forth on Exhibit B, attached hereto and incorporated herein by reference.

PUD Master Plan Summary: as defined in Section II.A.4. of this Agreement.

PUD Overlay: means the overlay of the approved PUD Master Plan entitlements and restrictions upon the underlying zone district requirements.

PUD Overlay Regulations: means the planned unit development overlay regulations adopted by City Council on July 17, 2018, by Ordinance No. 091, 2018, and codified as Division 4.49 of the Land Use Code, as such regulations may be amended from time to time to the extent any such amendment is consistent with the terms of this Agreement including, but not limited to, the vested property right granted in this Agreement.

PUD Property: means the approximately 999 acres of real property upon which the PUD Overlay pursuant to the PUD Master Plan has been imposed and comprised of the Foundation Property, the School District Property and various rights of way, and described on Exhibit I attached hereto and incorporated herein by this reference, and generally depicted on Exhibit D attached hereto and incorporated herein by this reference.

School District: as defined in the introductory paragraph of this Agreement.
School District Property: means the approximately 108 acres of real property owned by the School District and described on Exhibit J attached hereto and incorporated herein by this reference, and generally depicted on Exhibit D attached hereto and incorporated herein by this reference.

School Site: means the approximately 108-acre parcel within the PUD Master Plan owned by the Foundation and generally described on Exhibit H attached hereto and incorporated by reference, and generally depicted on Exhibit E attached hereto and incorporated herein by reference.

Shall, Will or Must: means that compliance is mandatory, unless the context requires otherwise.

Site Specific Development Plan: means a site specific development plan as defined in the Land Use Code as such definition may be amended from time to time but only to the extent that any such amendment is consistent with the terms of this Agreement including, but not limited to, the vested property right granted in this Agreement.

State: means the State of Colorado.

Vested Master Plan Components: as defined in Section II.A.4. of this Agreement.

Vested Property Rights Determination: as defined in Recital J of this Agreement.


Vesting Term: as defined in Section II.C.1. of this Agreement.
Exhibit B
PUD Master Plan

[The documents listed below are identical to the documents contained in Exhibit A to Ordinance No. 14, 2020]

The PUD Master Plan includes the following documents, on file in the City’s Development Review Center and incorporated herein by reference:

1. PUD Master Plan Summary
2. Montava PUD Master Plan PUD Design Narrative
3. Sheets 1 through 7 of the Montava – PUD Master Plan:
   - Sheet 1: Cover Sheet
   - Sheet 2: Existing Conditions & Natural Features Map
   - Sheet 3: Illustrative Master Plan
   - Sheet 4: Annotated Illustrative Master Plan
   - Sheet 5: Existing Zoning
   - Sheet 6: PUD Transect Districts and Special Districts
   - Sheet 7: Development Phasing Plan
4. Montava PUD Master Plan Uses, Densities and Development Standards
5. Development Standards of the Land Use Code, Appendix A to the PUD Master Plan Summary
6. Variances from Engineering Design Standards and Proposed Alternate Designs submitted with such variances, Appendix B to the PUD Master Plan Summary
Exhibit C
PUD Master Plan Summary

[Final approved PUD Master Plan Summary to be inserted prior to recording this Agreement. The PUD Master Plan Summary to be inserted will be identical to the PUD Master Plan Summary contained in Exhibit A to Ordinance No. 014, 2020.]
Exhibit D
Depiction of PUD Property, Foundation Property and School District Property
EXHIBIT E
Depiction of Development Property and School Site
Exhibit F

Description of Foundation Property

The land referred to is situated in the County of Larimer, State of Colorado and is described as follows:

Parcel 1:

A parcel of ground 200 feet in length North and South and 60 feet in width East and West in the NW¼ of Section 33, Township 8 North, Range 68 West, more particularly described as follows:
Commencing at a point on the West line of right-of-way of The Colorado Railroad Company (formerly the Fort Collins Development Railway Company) 1000 feet South of the North line of said NW¼ of said Section 33, thence South along the West line of said Colorado Railroad Company's right-of-way 200 feet, thence West parallel with the North line of said NW¼ of said Section 33 60 feet, thence North parallel with the West line of said Railroad Company's right-of-way 200 feet, thence East 60 feet to the Place of Beginning,
County of Larimer,
State of Colorado.
For informational purposes only: APN - 88330-00-003

Parcel 2:

A portion of the Northwest ¼ of Section 33, Township 8 North, Range 68 West of the 6th P.M. as described in deeds recorded in the following books and pages of the records on file in the office of the Clerk and Recorder of Larimer County: Book 580 at Page 564, Book 677 at Page 119, and Book 246 at Page 22, and being more particularly described as follows:
Considering the North-South centerline of said Section 33 as bearing N00°20'41"W and with all bearings contained herein relative thereto, Begin at a point on the North line of said Northwest ¼ which point bears N89°53'24"W 50.00 feet from the North ¼ of said Section 33, and run thence N89°53'24"W 60.00 feet; thence S00°20'41"E 1000.00 feet; thence S89°53'24"E 60.00 feet; thence N00°20'41"W 1000.00 feet to the Point of Beginning, EXCEPT the North 30.00 feet thereof presently used for County Road No. 52,
LESS AND EXCEPT that portion thereof conveyed to The City of Fort Collins by Special Warranty Deed recorded September 14, 1984 in Book 2289 at Page 1283,
County of Larimer,
State of Colorado.
For informational purposes only: APN - 88330-00-009

Parcel 3:

A portion of the Northwest ¼ of Section 33, Township 8 North, Range 68 West of the 6th P.M. described as follows:
Considering the North-South centerline of said Section 33 as bearing N00°20'41"W and with all bearings contained herein relative thereto, begin at a point on the North line of said Northwest ¼ which point bears N89°53'24"W 125 feet from the North ¼ corner of said Section 33 and run thence S00°20'41"E 1200 feet; thence S89°53'24"E 75 feet; thence N00°20'41"W 200 feet; thence N89°53'24"W 60 feet; thence N00°20'41"W 1000 feet; thence N89°53'24"W 15 feet to the Point of Beginning,
County of Larimer,
State of Colorado.
For informational purposes only: APN - 88330-00-011
Parcel 4:

A portion of the Northwest ¼ of Section 33, Township 8 North, Range 68 West of the 6th P.M. as described in deeds recorded in the following books and pages of the records on file in the office of the Clerk and Recorder of Larimer County: Book 580 at Page 564, Book 677 at Page 119, and Book 246 at Page 22, and being more particularly described as follows: Considering the North-South centerline of said Section 33 as bearing N00°20'41"W and with all bearings contained herein relative thereto, Begin at a point on the North line of said Northwest ¼ which point bears N89°53'24"W 125.00 feet from the North ¼ corner of said Section 33 and run thence N89°53'24"W 135.00 feet along said North line; thence S00°20'41"E 914.50 feet; thence S17°16'41"E 141.60 feet; thence S29°40'41"E 293.44 feet to a point on the westerly right-of-way line of the Colorado and Southern Railroad; thence along such right-of-way line on the following courses and distances: N00°20'41"W 104.31 feet, and again N89°53'24"W 50.00 feet, and again N00°20'41"W 1200 feet to the Point of Beginning, EXCEPT the North 30.00 feet thereof presently used as a right-of-way for County Road No. 52, County of Larimer, State of Colorado.

For informational purposes only: APN - 88330-00-008

Parcel 5:

A portion of the NW¼ of Section 33, Township 8 North, Range 68 West of the 6th P.M., which considering the West line of said NW¼ as bearing N00°35'40"W and with all bearings contained herein relative thereto, is contained within the boundary lines which begin at the point of intersection of the South line of said NW¼ with the East right-of-way line of County Road No. 9, which point bears S89°48'27"E 30.00 feet from the W¼ corner of said Section 33 and run thence N00°35'40"W 1097.74 feet along said right-of-way line to a point on the South line of that parcel of land as described in Deed recorded in Book 1277 at Page 96;

thence along the southerly and easterly lines of that parcel described in Deed recorded in Book 1277 at Page 96, and along the easterly lines of that parcel described in Deed recorded in Book 1336 at Page 298 the following eleven courses and distances:

S82°29'40"E 306.91 feet;
thence N59°51'20"E 38.29 feet;
thence S88°54'40"E 35.66 feet;
thence N00°35'40"W 215.30 feet;
thence N38°54'40"W 27.43 feet;
thence N54°36'10"W 277.55 feet;
thence N11°38'40"W 80.90 feet;
thence N02°34'40"W 16.92 feet;
thence N14°22'40"W 95.50 feet;
thence N29°56'40"W 114.42 feet;
thence N00°35'40"W 64.22 feet to a point on the East right-of-way line of County Road No. 9;
thence N00°35'40"W 792.76 feet along said East right-of-way line to its point of intersection with the South right-of-way line of County Road No. 52;
thence S89°53'24"E 2346.02 feet along said South right-of-way line to its point of intersection with the West line of land presently owned by Great Western Sugar Company, as described in Deed recorded in Book 580 at Page 564;
thence along this present boundary line of Great Western Sugar Company as described in Deeds recorded in Book 580 at Page 564 and in Book 677 at Page 119 on the following courses and distances:
S00°20'41"W 884.50 feet, and again
S17°16'41"E 141.60 feet, and again
S29°40'41"E 293.44 feet to a point on the West right-of-way line of the Colorado & Southern Railroad as described in Deed recorded in Book 302 at Page 236;
thencE 00°20'41"E 1336.00 feet along said West right-of-way line as described in Deed recorded in Book 302 at Page 236 to its point of intersection with the South line of said NW¼;
thencE 89°48'27"W 2519.69 feet along said South line to the Point of Beginning,
LESS AND EXCEPT those portions conveyed to The City of Fort Collins, Colorado by Special Warranty Deed recorded September 14, 1984 in Book 2289 at Page 1283, Warranty Deed recorded March 8, 1985 at Reception No. 85010962 and Warranty Deed recorded July 21, 1986 at Reception No. 86039152,
AND LESS AND EXCEPT that portion known as Lot 1, Block 1, of "Final Plat B.A.R.I. Barley Research Facility" recorded March 22, 1989 at Reception No. 89012104,

County of Larimer,
State of Colorado.
For informational purposes only: APN - 88330-00-001

Parcel 6:

A tract of land situate in the NW¼ of Section 33, Township 8 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado, which considering the West line of said NW¼ as bearing due South and with all bearings contained herein relative thereto is contained within the boundary lines which begin at a point which bears S 832.13 feet from the Northwest corner of said Section 33 and run thence E 30.00 feet; thence S 34°25' E. 64.22 feet; thence S 29°21' E. 114.42 feet; thence S 13°47' E. 95.50 feet; thence S 01°59' E. 16.92 feet; thence West 145.72 feet to a point on the West line of said NW¼; thence North 262.37 feet along said West line to the Point of Beginning, EXCEPT right of way for County Road #9 over the westerly 30 feet thereof,
County of Larimer,
State of Colorado.
For informational purposes only: APN - 88330-00-005

Parcel 7:

A portion of the NW¼ of Section 33, Township 8 North, Range 68 West of the 6th P.M., being that parcel of land as described in Deed recorded in Book 1277 at Page 96 and which, considering the West line of said NW¼ as bearing S00°35'40"E with all bearings contained herein relative thereto, is contained within the boundary lines which begin at a point which bears S00°35'40"E 1085.50 feet and again N89°24'20"E 30.00 feet from the Northwest corner of said Section 33, said Point of Beginning lying on the East right-of-way line of County Road No. 9, and run thence N89°24'20"E 115.72 feet; thence S11°38'40"E 80.90 feet;
thence S54°36'10"E 277.55 feet;
thence S38°54'40"E 27.43 feet;
thence S00°35'40"E 215.30 feet;
thence N88°54'40"W 35.66 feet;
thence S59°51'20" 38.29 feet;
thence N82°29'40"W 306.91 feet to a point on the East right-of-way line of County Road No. 9;
thence N00°35'40"W 453.92 feet along said East right-of-way line to the Point of Beginning,
LESS AND EXCEPT that portion conveyed to The City of Fort Collins by Special Warranty Deed recorded September 14, 1984 in Book 2289 at Page 1283,
County of Larimer,
State of Colorado.
For informational purposes only: APN - 88330-00-006

Parcel 8:
A portion of the NE¼ of Section 32, Township 8 North, Range 68 West of the 6th P.M., which considering the East line of said NE¼ as bearing S00°35'40"E and with all bearings contained herein relative thereto, is contained within the boundary lines which begin at the point of intersection of the South line of said NE¼ with the West right-of-way line of County Road No. 9, said Point of Beginning bearing N89°49'24"W 30.00 feet from the E¼ corner of said Section 32, and run thence N89°49'24"W 2534.49 feet along said South line to its point of intersection with the East right-of-way line of the No. 8 Outlet Ditch as described in Deed recorded in Book 187 at Page 178;
thence N00°33'14"W 2611.39 feet along said East right-of-way line to its point of intersection with the South right-of-way line of County Road No. 52; thence S89°43'08"E 2532.70 feet along said South right-of-way line to its point of intersection with the West right-of-way line of County Road No. 9; thence S00°35'40"E 2606.80 feet along said West right-of-way line to the Point of Beginning,
EXCEPT a strip of land 20 feet in width across the NE¼ NE¼ of Section 32, Township 8 North, Range 68 West conveyed to W.C. Alford by Jacob Armstrong, Jr. in the Deed recorded May 15, 1886 in Book 44 at Page 253, described as:
Commencing at a point on the North line of Section 32, about 60 rods West from the Northeast corner of said Section and running thence in a southeasterly direction to a point on the East line of Section 32 about 60 rods South of the Northeast corner of said Section,
LESS AND EXCEPT that portion conveyed to The City of Fort Collins by Special Warranty Deed recorded September 14, 1984 in Book 2289 at Page 1283,
County of Larimer,
State of Colorado.
For informational purposes only: APN - 88320-00-001

Parcel 9:

A portion of the SE¼ of Section 32, Township 8 North, Range 68 West of the 6th P.M., which considering the East line of said SE¼ as bearing S00°33'21"E and with all bearings contained herein relative thereto, is contained within the boundary lines which begin at the point of intersection of the North line of said SE¼ and the West right-of-way line of County Road No. 9, said Point of Beginning bearing N89°49'24"W 30.00 feet from the E¼ corner of said Section 32 and run thence N89°49'24"W 2534.49 feet along said North line to its point of intersection with the East right-of-way of the No. 8 Outlet Ditch as described in Deed recorded in Book 187 at Page 163;
thence S00°33'14"E 2618.38 feet along said East right-of-way line to its point of intersection with the North right-of-way line of County Road No. 50;
thence S89°57'46"E 2534.51 feet along said North right-of-way line to its point of intersection with the West right-of-way line of County Road No. 9;
thence N00°33'21"W 2612.21 feet along said West right-of-way line to the Point of Beginning,
LESS AND EXCEPT that portion conveyed to The City of Fort Collins by Special Warranty Deed recorded September 14, 1984 in Book 2289 at Page 1283,
County of Larimer,
State of Colorado.
For informational purposes only: APN - 88320-00-002

Parcel 10:

A portion of the SW¼ of Section 33, Township 8 North, Range 68 West of the 6th P.M., which considering the West line of said SW¼ as bearing N00°33'21"W and with all bearings contained herein relative thereto, is contained with the boundary lines which begin at the point of intersection of the North line of said SW¼ with the East right-of-way line of County Road No. 9, said Point of Beginning bearing S89°48'27"E 30.00 feet from the W¼ corner of said Section 33 and run thence S00°33'21"E 2612.02 feet along said East right-of-way line to its point of intersection with the North right-of-way line of County Road No. 50;
thence N89°58'52"E 2509.99 feet along said North right-of-way line to its point of intersection with the West right-of-way line of the Colorado and Southern Railroad Company as described in Deed recorded in Book 289 at Page 118;
thence N00°20'41"W 2602.65 feet along said West right-of-way line to its point of intersection with the North line of said SW¼;
thence N89°48'27"W 2519.69 feet to the Point of Beginning,
LESS AND EXCEPT that portion conveyed to The City of Fort Collins by Special Warranty Deed recorded September 14, 1984 in Book 2289 at Page 1283,
County of Larimer,
State of Colorado.
For informational purposes only: APN - a portion of 88330-00-002

Parcel 11:

A portion of the NW¼ of Section 4, Township 7 North, Range 68 West of the 6th P.M., which considering the West line of said NW¼ as bearing N00°20'02"E and with all bearings contained herein relative thereto, is contained within the boundary lines which begin at a point of intersection of said West line with the South right-of-way line of County Road No. 50 said Point of Beginning bearing S00°03'25"W 30.00 feet from the Northwest corner of said Section 4, and run thence N89°58'52"E 2535.02 feet along said South right-of-way line to its point of intersection with the West right-of-way line of the Colorado and Southerly Railroad Company as described in Deed recorded in Book 171 at Page 301;
thence S00°03'25"W 2198.00 feet along said West right-of-way line;
thence S11°04'43"W 392.24 feet along said West right-of-way line to its point of intersection with the South line of said NW¼;
thence N89°15'23"W 2472.54 feet along said South line to the W¼ corner of said Section 4;
thence N00°20'02"E 2550.04 feet along the West line of said NW¼ to the Point of Beginning,
LESS AND EXCEPT that portion conveyed to The City of Fort Collins by Special Warranty Deed recorded September 14, 1984 in Book 2289 at Page 1283,
County of Larimer,
State of Colorado.
For information purposes only: APN - 87040-00-002

Parcel 12:

All that portion of the NE¼ of Section 4, Township 7 North, Range 68 West of the 6th P.M., lying North of the Larimer and Weld Canal contained within the boundary lines which, considering the North line of said NE¼ as bearing N89°51'W and with all bearings contained herein relative thereto, in contained within the boundary lines which begin at a point on the West line of said NE¼, which point bears N00°03'25"E 140.00 feet from the Center ¼ corner of said Section 4, and run thence N89°34'15"E 15.00 feet;
thence N36°54'15"E 200.00 feet;
thence N55°54'15"E 200.00 feet;
thence N68°34'15"E 100.00 feet;
thence N86°34'15"E 1900.00 feet;
thence S88°25'45"E 92.96 feet to a point on the westerly right-of-way line of Highway I-25; thence along the West and South right-of-way lines of Highway I-25 as described in Deed recorded in Book 1276 at Page 251 on the following courses and distances:
N00°26'E 1948.98 feet, and again N84°38'W 769.70 feet to its point of intersection with the South right-of-way line of County Road No. 50; thence N89°51'W 1629.32 feet along said South right-of-way line to its point of intersection with the West line of said Northeast ¼; thence S00°03'25"W 2444.97 feet along said West line to the Point of Beginning, EXCEPTING parcels conveyed to the Colorado Department of Highways in Book 873 at Pages 119 and 124 and in Book 1276 at Page 251,
LESS AND EXCEPT that portion conveyed to The City of Fort Collins by Special Warranty Deed recorded September 14, 1984 in Book 2289 at Page 1283,
AND LESS AND EXCEPT those portions conveyed to The State Department of Highways, State of Colorado by Warranty Deed recorded July 28, 1986 at Reception No. 86040655,

County of Larimer,
State of Colorado.
For informational purposes only: APN - 87040-00-001

LESS AND EXCEPT any portion of the foregoing Parcels 1 -12 contained in the lands described in the final amended plat/replat of Lot 1, Block 1, of “Final Plat B.A.R.I. Barley Research Facility” recorded March 22, 1989 at Reception No. 89012104, which amended plat/replat is to be recorded upon approval by the City of Fort Collins, Colorado, a draft of such amended plat/replat labeled B.A.R.I. BARLEY RESEARCH FACILITY AMENDMENT NO. 1 MINOR PLAT, is attached hereto as Exhibit F-1.
Exhibit F-1

Copy of draft B.A.R.I. BARLEY RESEARCH FACILITY AMENDMENT NO. 1 MINOR PLAT, a proposed replat of Lot 1, Block 1, of “Final Plat B.A.R.I. Barley Research Facility” recorded March 22, 1989 at Reception No. 89012104

[two pages attached]
B.A.R.I. BARLEY RESEARCH FACILITY AMENDMENT NO. 1 MINOR PLAT
A PARCEL OF LAND SITUATED IN THE NW 1/4 OF SECTION 33, TOWNSHIP 8 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPLE MERIDIAN
CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO
SHEET 2 OF 2

EXHIBIT B
Exhibit “G”
Description of Development Property

A PARCEL OF LAND SITUATE IN THE EAST HALF OF SECTION 32, A PORTION OF
THE SOUTHWEST CORNER OF SECTION 32, AND THE WEST HALF OF SECTION
33, TOWNSHIP 8 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
AND THE NORTH HALF OF SECTION 4, TOWNSHIP 7 NORTH, RANGE 68 WEST
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF FORT COLLINS, COUNTY OF
LARIMER, STATE OF COLORADO; AND BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 32 WHENCE THE
SOUTH QUARTER CORNER BEARS S00°29'18"E A DISTANCE OF 5289.91 FEET
AND CONSIDERING ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE S89°35'02"E A DISTANCE OF 2638.10 FEET;
THENCE S89°53'24"E A DISTANCE OF 1773.90 FEET;
THENCE S00°00'00"E A DISTANCE OF 510.00 FEET;
THENCE S89°53'24"E A DISTANCE OF 864.98 FEET;
THENCE S00°16'21"E A DISTANCE OF 1475.57 FEET;
THENCE S89°59'54"E A DISTANCE OF 397.54 FEET;
THENCE S00°20'11"E A DISTANCE OF 380.10 FEET;
THENCE S89°59'31"E A DISTANCE OF 397.12 FEET;
THENCE S00°16'21"E A DISTANCE OF 2906.93 FEET;
THENCE S00°06'47"E A DISTANCE OF 50.00 FEET;
THENCE S89°47'00"E A DISTANCE OF 945.36 FEET;
THENCE S00°00'50"E A DISTANCE OF 15.00 FEET;
THENCE N89°59'10"E A DISTANCE OF 1022.26 FEET;
THENCE S84°33'41"E A DISTANCE OF 150.45 FEET;
THENCE S00°31'28"E A DISTANCE OF 220.49 FEET;
THENCE S19°10'52"E A DISTANCE OF 716.33 FEET;
THENCE S06°01'40"E A DISTANCE OF 296.08 FEET;
THENCE S00°30'00"W A DISTANCE OF 783.98 FEET;
THENCE N88°21'45"W A DISTANCE OF 92.96 FEET;
THENCE S86°38'15"W A DISTANCE OF 1900.01 FEET;
THENCE S68°38'10"W A DISTANCE OF 99.99 FEET;
THENCE S55°58'15" W A DISTANCE OF 200.00 FEET;
THENCE S36°58'15"W A DISTANCE OF 199.96 FEET;
THENCE S89°38'15"W A DISTANCE OF 15.00 FEET;
THENCE S00°06'47"W A DISTANCE OF 139.93 FEET;
THENCE N89°11'06"W A DISTANCE OF 2627.63 FEET;
THENCE N00°23'56"E A DISTANCE OF 2580.05 FEET;
THENCE N89°53'45W A DISTANCE OF 2639.82 FEET;
THENCE S89°44'44"W A DISTANCE OF 1339.28 FEET;
THENCE N01°15'55"W A DISTANCE OF 1062.88 FEET;
THENCE S89°50'10"W A DISTANCE OF 721.52 FEET;
THENCE N01°15’28”W A DISTANCE OF 1589.29 FEET;
THENCE N89°50’10”E A DISTANCE OF 2060.57 FEET;
THENCE N00°29’18”W A DISTANCE OF 2644.95 FEET TO THE POINT OF
BEGINNING;

LESS AND EXCEPT ALL EXISTING RAILROAD RIGHTS-OF-WAY AND LESS AND
EXCEPT ANY PORTION CONTAINED IN THE LANDS DESCRIBED IN THE FINAL
AMENDED PLAT/REPLAT OF LOT 1, BLOCK 1, OF "FINAL PLAT B.A.R.I. BARLEY
RESEARCH FACILITY" RECORDED MARCH 22, 1989 AT RECEPTION NO.
89012104, WHICH AMENDED PLAT/REPLAT IS TO BE RECORDED UPON
APPROVAL BY THE CITY OF FORT COLLINS, COLORADO, A DRAFT OF SUCH
AMENDED PLAT/REPLAT LABELED B.A.R.I. BARLEY RESEARCH FACILITY
AMENDMENT NO. 1 MINOR PLAT, IS ATTACHED HERETO AS EXHIBIT G-1.

SAID PARCEL CONTAINS 998.50 ACRES (43,494,643.5422 SQUARE FEET) MORE
OR LESS AND IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND
RESTRICTIONS NOW IN USE OR OF RECORD

LESS:

A parcel of land, approximately 108 acres (+/-) in size, which is a portion of and located
in Section 4, T7N, R68W, 6th P.M., County of Larimer, State of Colorado.

Such land is generally depicted as two parcels (1 – High School Site, 72 acres with off-
site detention; and 2 – Middle school Site, 36 acres with off-site detention) on Exhibit G-
2 attached hereto and incorporated herein by reference.

The parties acknowledge that the description above is a general description only, and
the foregoing is not intended to constitute a newly created legal description of a
subdivided parcel (§38-35-106.5, C.R.S.), and is not intended to create a subdivision in
violation of any applicable law.

For informational purposes only:
Part of Assessor Parcel Number: 8704000002
Part of Schedule Number: R 0156191
EXHIBIT G-1

Copy of draft B.A.R.I. BARLEY RESEARCH FACILITY AMENDMENT NO. 1 MINOR PLAT, a proposed replat of Lot 1, Block 1, of “Final Plat of B.A.R.I. Barley Research Facility” recorded March 22, 1989 at Reception No. 89012104

[two pages attached]
B.A.R.I. BARLEY RESEARCH FACILITY AMENDMENT NO. 1 MINOR PLAT
A PARCEL OF LAND SITUATED IN THE NW 1/4 OF SECTION 33, TOWNSHIP 8 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPLE MERIDIAN
CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO

SHEET 2 OF 2
Exhibit G-2

General Depiction of School Site
Exhibit H
(page 1)

General Description of School Site

A parcel of land, approximately 108 acres (+/-) in size, which is a portion of and located in Section 4, T7N, R68W, 6th P.M., County of Larimer, State of Colorado.

Such land is generally depicted as two parcels (1 – High School Site, 72 acres with off-site detention; and 2 – Middle school Site, 36 acres with off-site detention) on the next page attached hereto and incorporated herein by reference.

The parties acknowledge that the description above is a general description only, and the foregoing is not intended to constitute a newly created legal description of a subdivided parcel (§38-35-106.5, C.R.S.), and is not intended to create a subdivision in violation of any applicable law.

For informational purposes only:
Part of Assessor Parcel Number: 8704000002
Part of Schedule Number: R 0156191
Part of Parcel 11 on Exhibit F (Foundation Property)
Exhibit H
(page 2)

General Depiction of School Site
Exhibit “I”
Description of PUD Property


BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 32 WHENCE THE SOUTH QUARTER CORNER BEARS S00°29'18"E A DISTANCE OF 5289.91 FEET AND CONSIDERING ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE S89°35'02"E A DISTANCE OF 2638.10 FEET;
THENCE S89°53'24"E A DISTANCE OF 1773.90 FEET;
THENCE S00°00'00"E A DISTANCE OF 510.00 FEET;
THENCE S89°53'24"E A DISTANCE OF 864.98 FEET;
THENCE S00°16'21"E A DISTANCE OF 1475.57 FEET;
THENCE S89°59'54"E A DISTANCE OF 397.54 FEET;
THENCE S00°20'11"E A DISTANCE OF 380.10 FEET;
THENCE S89°59'31"E A DISTANCE OF 397.12 FEET;
THENCE S00°16'21"E A DISTANCE OF 2906.93 FEET;
THENCE S00°06'47"E A DISTANCE OF 50.00 FEET;
THENCE S89°47'00"E A DISTANCE OF 945.36 FEET;
THENCE S00°00'50"E A DISTANCE OF 15.00 FEET;
THENCE N89°59'10"E A DISTANCE OF 1022.26 FEET;
THENCE S84°33'41"E A DISTANCE OF 150.45 FEET;
THENCE S00°31'28"E A DISTANCE OF 220.49 FEET;
THENCE S19°10'52"E A DISTANCE OF 716.33 FEET;
THENCE S06°01'40"E A DISTANCE OF 296.08 FEET;
THENCE S00°30'00"W A DISTANCE OF 783.98 FEET;
THENCE N88°21'45"W A DISTANCE OF 92.96 FEET;
THENCE S86°38'15"W A DISTANCE OF 1900.01 FEET;
THENCE S68°38'10"W A DISTANCE OF 99.99 FEET;
THENCE S55°58'15" W A DISTANCE OF 200.00 FEET;
THENCE S36°58'15"W A DISTANCE OF 199.96 FEET;
THENCE S89°38'15"W A DISTANCE OF 15.00 FEET;
THENCE S00°06'47"W A DISTANCE OF 139.93 FEET;
THENCE N89°11'06"W A DISTANCE OF 2627.63 FEET;
THENCE N00°23'56"E A DISTANCE OF 2580.05 FEET;
THENCE N89°53'45"W A DISTANCE OF 2639.82 FEET;
THENCE S89°44'44"W A DISTANCE OF 1339.28 FEET;
THENCE N01°15'55"W A DISTANCE OF 1062.88 FEET;
THENCE S89°50'10"W A DISTANCE OF 721.52 FEET;
THENCE N01°15'28"W A DISTANCE OF 1589.29 FEET;
THENCE N89°50'10"E A DISTANCE OF 2060.57 FEET;
THENCE N00°29'18"W A DISTANCE OF 2644.95 FEET TO THE POINT OF BEGINNING;


SAID PARCEL CONTAINS 998.50 ACRES (43,494,643.5422 SQUARE FEET) MORE OR LESS AND IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS NOW IN USE OR OF RECORD.
EXHIBIT I-1

Copy of draft B.A.R.I. BARLEY RESEARCH FACILITY AMENDMENT NO. 1 MINOR PLAT, a proposed replat of Lot 1, Block 1, of “Final Plat of B.A.R I. Barley Research Facility” recorded March 22, 1989 at Reception No. 89012104

[two pages attached]
B.A.R.I. BARLEY RESEARCH FACILITY AMENDMENT NO. 1 MINOR PLAT
A PARCEL OF LAND SITUATED IN THE NW 1/4 OF SECTION 33, TOWNSHIP 8 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPLE MERIDIAN
CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO
SHEET 2 OF 2
Exhibit J
Description of School District Property

A TRACT OF LAND LOCATED IN THE SW QUARTER OF SECTION 32, T8N, R68W of 6th PM, BEG AT W 1/4 COR, N 89 50’ 10" E 2622.74 FT TO CEN 1/4 COR, S 0 51’ 56" E 2649.77 FT TO S 1/4 COR, S 89 44’ 44" W 1339.28 FT ALG S LN, N 0 15’ 16" W 911.83 FT, S 89 44’ 44" W 459.73 FT, N 60 15’ W 117 FT, N 65 47’ 7" W 176.13 FT TO SE CO

As described in that certain warranty deed from MARILYN SHERWIN, STORYBOOK FARM LLC, and CAROL STORY UTHMANN to POUDRE SCHOOL DISTRICT R-1, recorded 10/05/1998, at Reception No. 19980086672, County of Larimer, State of Colorado; and in that certain quit claim deed from MIDTOWN HOMES AT STORYBOOK LLC to POUDRE SCHOOL DISTRICT R-1, recorded 04/30/2014, at Reception No. 20140021323, County of Larimer, State of Colorado, consisting of approximately 108.06 acres (+/-).

For informational purposes only:
Assessor Parcel Number :8832000905
Schedule Number: R1589140
MEMORANDUM

DATE: November 15, 2019

TO: Mayor Troxell and City Councilmembers

FROM: Tom Leeson, Community Development & Neighborhood Services Director

RE: Extended Vesting Justification

Introduction:

The purpose of this memo is to provide City Council with a written determination that a vesting period of longer than three years is justified for the proposed Montava Planned Unit Development (PUD).

Background:

A PUD Master Plan is eligible for a vested property right with respect to uses, densities, development standards, and Engineering Standards for which variances have been granted for a period of three (3) years. The vested property right shall not exceed three (3) years unless:

- (a) an extension is granted pursuant to the PUD provisions of the Land Use Code, or;
- (b) the City and the developer enter into a development agreement which vests the property right for a period exceeding three (3) years.

Such agreement may be entered into by the City if the Director of Community Development & Neighborhood Services determines that it will likely take more than three (3) years to complete all phases of the development and the associated engineering improvements for the development, and only if warranted in light of all relevant circumstances, including, but not limited to, the overall size of the development and economic cycles and market conditions.

The Montava PUD is one of the largest single proposed development in Fort Collins history. The project is proposed to develop in multiple phases over the course of more than 20 years, and upon full buildout, will include about 4,000-5,000 residential dwelling units, 400,000 square feet of office and commercial uses, 100 acres of industrial uses, and a farm. Montava’s proposed mix of uses, variety of housing, system of open space, pedestrian orientation,
incorporation of urban agriculture, energy efficient design, unique design standards, and infrastructure improvements will take many years to be realized.

Given the scale of the project, I have determined that it will likely take more than three (3) years to complete all phases of the development and the associated engineering improvements, that extended vesting beyond three years is warranted in light of the large size of the development and potential market cycles and market conditions, and that the request for a 25 years vesting period is reasonable.
AGENDA ITEM SUMMARY
February 18, 2020

STAFF
Pete Wray, Senior City Planner
Brad Yatabe, Legal

SUBJECT
Second Reading of Ordinance No. 027, 2020, Amending the Zoning Map of the City of Fort Collins and Classifying for Zoning Purposes the Property Included in the Soldier Canyon Pump Station Annexation to the City of Fort Collins, Colorado, and Approving Corresponding Changes to the Residential Neighborhood Sign District Map.

EXECUTIVE SUMMARY
This item is a quasi-judicial matter and if it is considered on the discussion agenda it will be considered in accordance with the procedures described in Section 1(d) of the Council’s Rules of Meeting Procedures adopted in Resolution 2019-064.

This Ordinance, unanimously adopted on First Reading on February 4, 2020, zones the property included in the annexation known as the Soldier Canyon Pump Station Annexation. Soldier Canyon Pump Station Annexation, owned by the Platte River Power Authority, is located adjacent to the City of Fort Collins Water Treatment Facility at 4316 Laporte Avenue and is 0.702 acres in size. The proposed zoning for this annexation is Residential Foothills (R-F). The surrounding uses include the existing City Water Treatment Plant to the north, south and west, and Colorado State University Solar Farm to the east. The abutting City limits to the north, south and west are zoned Residential Foothills (R-F). Staff also recommends placement into the Residential Neighborhood Sign District.

STAFF RECOMMENDATION
Staff recommends adoption of the Ordinance on Second Reading.

ATTACHMENTS
1. First Reading Agenda Item Summary, February 4, 2020 (w/o attachments) (PDF)
2. Ordinance No. 027, 2020 (PDF)
AGENDA ITEM SUMMARY
City Council
February 4, 2020

STAFF
Pete Wray, Senior City Planner
Brad Yatabe, Legal

SUBJECT
Public Hearing and First Reading of Ordinance No. 027, 2020, Amending the Zoning Map of the City of Fort Collins and Classifying for Zoning Purposes the Property Included in the Soldier Canyon Pump Station Annexation to the City of Fort Collins, Colorado, and Approving Corresponding Changes to the Residential Neighborhood Sign District Map.

EXECUTIVE SUMMARY
This item is a quasi-judicial matter and if it is considered on the discussion agenda it will be considered in accordance with the procedures described in Section 1(d) of the Council’s Rules of Meeting Procedures adopted in Resolution 2019-064.

The purpose of this item is to apply a zoning to the property included in the annexation known as the Soldier Canyon Pump Station Annexation. Soldier Canyon Pump Station Annexation, owned by the Platte River Power Authority, is located adjacent to the City of Fort Collins Water Treatment Facility at 4316 Laporte Avenue and is 0.702 acres in size. The proposed zoning for this annexation is Residential Foothills (R-F). The surrounding uses include the existing City Water Treatment Plant to the north, south and west, and Colorado State University Solar Farm to the east. The abutting City limits to the north, south and west are zoned Residential Foothills (R-F). Staff also recommends placement into the Residential Neighborhood Sign District.

STAFF RECOMMENDATION
Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION
The requested zoning for this annexation is the Residential Foothills (R-F) Zone District, which conforms to the larger surrounding area of existing light industrial businesses, including the City Water Treatment Plant and Solar Farm.

The surrounding land uses are as follows:

<table>
<thead>
<tr>
<th>Zoning</th>
<th>Land Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>N Residential Foothills (RF)</td>
<td>City Water Treatment Plant</td>
</tr>
<tr>
<td>S Residential Foothills (RF)</td>
<td>City Water Treatment Plant</td>
</tr>
<tr>
<td>E County FA1 - Farming Zone District</td>
<td>Colorado State University - Solar Farm</td>
</tr>
<tr>
<td>W Residential Foothills (RF)</td>
<td>City Water Treatment Plant</td>
</tr>
</tbody>
</table>
Zoning

The proposed zoning for this annexation is the Residential Foothills (R-F) Zone District, which is consistent with the City of Fort Collins Structure Plan and matches the adjacent zoning for the Water Treatment Plant. The Structure Plan identifies a “Campus District” place type for this area. The Land Use Code describes the Residential Foothills Zone District as follows:

“Purpose. The Residential Foothills District designation is for low density residential areas located near the foothills.”

Additionally, staff recommends that the subject property be included in the Residential Neighborhood Sign District, which was established for regulating signs for non-residential uses in predominantly residential settings.

CITY FINANCIAL IMPACTS

No direct financial impacts result of the proposed zoning.

BOARD / COMMISSION RECOMMENDATION

At its December 19, 2019, meeting, the Planning and Zoning Board voted 5-0 to recommend approval of the annexation and recommend that the property be placed in the Residential Foothills (R-F) Zone District. Since the item remained on the Planning and Zoning Board’s Consent Calendar, minutes from the hearing will not be provided.

PUBLIC OUTREACH

All required mailings and postings per Section 2.9 (Amending the Zoning Map) and 2.12 (Annexation of Land) of the Land Use Code have been followed.

ATTACHMENTS

1. Zoning Map (PDF)
ORDINANCE NO. 027, 2020
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING THE ZONING MAP OF THE CITY OF FORT COLLINS
AND CLASSIFYING FOR ZONING PURPOSES THE PROPERTY INCLUDED
IN THE SOLDIER CANYON PUMP STATION ANNEXATION TO THE
CITY OF FORT COLLINS, COLORADO, AND APPROVING CORRESPONDING
CHANGES TO THE RESIDENTIAL NEIGHBORHOOD SIGN DISTRICT MAP

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

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

WHEREAS, pursuant to Land Use Code Section 2.9.2, the City Planning and Zoning
Board, at its meeting on December 19, 2019, unanimously recommended zoning the property to
be known as the Soldier Canyon Pump Station Annexation (the “Property”) as more particularly
described below as Residential Foothills (“R-F”), and determined that the proposed zoning is
consistent with the City’s Comprehensive Plan; and

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

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

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

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

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

Section 2. That the Zoning Map of the City of Fort Collins adopted pursuant to Section
1.3.2 of the Land Use Code of the City of Fort Collins is hereby changed and amended by including
in the Residential Foothills (“R-F”) Zone District the Property more particularly described as:

A parcel of land, located in the Northwest Quarter (NW1/4) of Section Eight (8), Township
Seven North (T.7N.), Range Sixty-nine West (R.69W.) of the Sixth Principal Meridian (6th
P.M.), County of Larimer, State of Colorado and being more particularly described as
follows:

-1-
COMMENCING at the Northeast corner of the Water Treatment Facility Annexation No. 4 recorded March 7, 2018 as Reception No. 20180013461 of the Records of Larimer County and assuming the East line of said Water Treatment Facility Annexation No. 4 as bearing South 11°53’09” East a distance of 1000.96 feet with all other bearings contained herein relative thereto;

THENCE South 11°53’09” East along the East line of said Water Treatment Facility Annexation No. 4 a distance of 1000.96 feet to the POINT OF BEGINNING;

THENCE South 11°53’09” East a distance of 95.20 feet;  
THENCE South 10°51’20” East a distance of 79.81 feet to the East line of said Water Treatment Facility Annexation No. 4;  
The following Three (3) courses are along the Easterly lines of said Water Treatment Facility Annexation No. 4;  
THENCE South 78°06’51” West a distance of 173.57 feet;  
THENCE North 11°53’09” West a distance of 175.00 feet;  
THENCE North 78°06’51” East a distance of 175.01 feet to the POINT OF BEGINNING.

Said described parcel of land contains 30,569 square feet or 0.702 acres, more or less

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

Section 4. That the City Manager is hereby authorized and directed to amend said Zoning Map in accordance with this Ordinance.

Introduced, considered favorably on first reading, and ordered published this 4th day of February, A.D. 2020, and to be presented for final passage on the 18th day of February, A.D. 2020.

__________________________________
Mayor

ATTEST:

_______________________________
City Clerk
Passed and adopted on final reading on the 18th day of February, A.D. 2020.

__________________________________
Mayor

ATTEST:

_______________________________
City Clerk
AGENDA ITEM SUMMARY
City Council

February 18, 2020

STAFF

Pete Wray, Senior City Planner
Brad Yatabe, Legal

SUBJECT

Second Reading of Ordinance No. 029, 2020, Amending the Zoning Map of the City of Fort Collins and Classifying for Zoning Purposes the Property Included in the Timberline-International Annexation No. 1 to the City of Fort Collins, Colorado, and Approving Corresponding Changes to the Residential Neighborhood Sign District Map.

EXECUTIVE SUMMARY

This item is a quasi-judicial matter and if it is considered on the discussion agenda it will be considered in accordance with the procedures described in Section 1(d) of the Council's Rules of Meeting Procedures adopted in Resolution 2019-064.

This Ordinance, unanimously adopted on First Reading on February 4, 2020, zones the property included in the first of three sequential annexations, known as the Timberline-International Annexation No. 1. Timberline-International Annexation No. 1 is located northeast of the North Timberline Road and International Boulevard intersection. The proposed zoning for this annexation is Industrial (I). The surrounding properties are existing industrial land uses currently zoned I-Industrial Zoning District (in Larimer County) to the north, south and west. The abutting City limit to the east is zoned Low Density Mixed-Use Neighborhood (L-M-N) and consists of North Timberline Road right-of-way. Staff also recommends placement into the Residential Neighborhood Sign District.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

ATTACHMENTS

1. First Reading Agenda Item Summary, February 4, 2020 (w/o attachments) (PDF)
2. Ordinance No. 029, 2020 (PDF)
Public Hearing and First Reading of Ordinance No. 029, 2020, Amending the Zoning Map of the City of Fort Collins and Classifying for Zoning Purposes the Property Included in the Timberline-International Annexation No. 1 to the City of Fort Collins, Colorado, and Approving Corresponding Changes to the Residential Neighborhood Sign District Map.

This item is a quasi-judicial matter and if it is considered on the discussion agenda it will be considered in accordance with the procedures described in Section 1(d) of the Council’s Rules of Meeting Procedures adopted in Resolution 2019-064.

The purpose of this item is to apply zoning to the property included in the first of three sequential annexations, known as the Timberline-International Annexation No. 1. Timberline-International Annexation No. 1 is located northeast of the North Timberline Road and International Boulevard intersection. The proposed zoning for this annexation is Industrial (I). The surrounding properties are existing industrial land uses currently zoned I-Industrial Zoning District (in Larimer County) to the north, south and west. The abutting City limit to the east is zoned Low Density Mixed-Use Neighborhood (L-M-N) and consists of North Timberline Road right-of-way. Staff also recommends placement into the Residential Neighborhood Sign District.

Staff recommends adoption of the Ordinance on First Reading.

The requested zoning for this annexation is the Industrial (I) Zone District, which conforms to the larger surrounding area of existing industrial businesses and single-family residential homes.

The surrounding land uses are as follows:

<table>
<thead>
<tr>
<th>Zoning</th>
<th>Land Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>N</td>
<td>County I (Industrial)</td>
</tr>
<tr>
<td>S</td>
<td>County I (Industrial)</td>
</tr>
<tr>
<td>E</td>
<td>City Low Density Mixed-Use Residential (LMN)</td>
</tr>
<tr>
<td>W</td>
<td>County I (Industrial)</td>
</tr>
</tbody>
</table>
Agenda Item 13

East Mulberry Corridor Plan

The tract of land is located within the East Mulberry Corridor Plan, adopted in 2002, which covers an area of approximately 3.5 square miles of along both sides of East Mulberry Street between Riverside Drive and I-25 in Fort Collins and Larimer County, within the Growth Management Area. The Plan states:

“The Industrial District is intended to provide a location for a variety of work processes and workplaces such as manufacturing, warehousing and distributing, indoor and outdoor storage, and a wide range of commercial and industrial operations. The Industrial District also accommodates complementary and supporting uses such as convenience shopping, childcare centers and housing.”

According to the East Corridor Plan Land Use Map, the subject tract of land should be placed into the Industrial Zone District. The proposed zoning, industrial (I), complies with the subarea plan.

Zoning

The proposed zoning for this annexation is the Industrial (I) Zone District. The City of Fort Collins Land Use Code describes this zone district as follows:

“Purpose. The Industrial District is intended to provide a location for a variety of work processes and workplaces such as manufacturing, warehousing and distributing, indoor and outdoor storage, and a wide range of commercial and industrial operations. The Industrial District also accommodates complementary and supporting uses such as convenience shopping, childcare centers and housing. While these Districts will be linked to the City’s transportation system for multiple modes of travel, some may emphasize efficient commercial trucking and rail traffic as needed. Industrial and manufacturing processes used in this District may, by necessity, be characteristically incompatible with residential uses.”

Additionally, staff recommends that the subject property be included in the Residential Neighborhood Sign District, which was established for regulating signs for non-residential uses in predominantly residential settings.

CITY FINANCIAL IMPACTS

No direct financial impacts result of the proposed zoning.

BOARD / COMMISSION RECOMMENDATION

At its December 19, 2019, meeting, the Planning and Zoning Board voted 5-0 to recommend approval of the annexation and recommend that the property be placed in the Industrial (I) Zone District. Since the item remained on the Planning and Zoning Board’s Consent Calendar, minutes from the hearing will not be provided.

PUBLIC OUTREACH

All required mailings and postings per Section 2.9 (Amending the Zoning Map) and 2.12 (Annexation of Land) of the Land Use Code have been followed.

A neighborhood meeting was held on August 29, 2019, for the annexation and zoning and conceptual plans for the Timberline-International property.

ATTACHMENTS

1. Annexation Sequence Map (PDF)
2. Zoning Map (PDF)
ORDINANCE NO. 029, 2020
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING THE ZONING MAP OF THE CITY OF FORT COLLINS
AND CLASSIFYING FOR ZONING PURPOSES THE PROPERTY INCLUDED
IN THE TIMBERLINE-INTERNATIONAL ANNEXATION NO. 1 TO THE CITY OF FORT
COLLINS, COLORADO, AND APPROVING CORRESPONDING CHANGES TO THE
RESIDENTIAL NEIGHBORHOOD SIGN DISTRICT MAP

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

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

WHEREAS, pursuant to Land Use Code Section 2.9.2, the City Planning and Zoning
Board, at its meeting on December 19, 2019, unanimously recommended zoning the property to
be known as the Timberline-International Annexation No. 1 (the “Property”) as more particularly
described below as Industrial (“I”), and determined that the proposed zoning is consistent with the
City’s Comprehensive Plan; and

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

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

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

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

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

Section 2. That the Zoning Map of the City of Fort Collins adopted pursuant to Section
1.3.2 of the Land Use Code of the City of Fort Collins is hereby changed and amended by including
in the Industrial (“I”) Zone District the Property more particularly described as:

That portion of Section 8, Township 7 North, Range 68 West of the 6th P.M., County of
Larimer, State of Colorado being more particularly described as follows:
Considering the East line of the Northwest Quarter of said Section 8 as bearing North 00°00'45" East and with all bearings contained herein relative thereto:

Beginning at the Southeast corner of the Northwest Quarter of said Section 8; thence along the East line of said Northwest Quarter of said Section 8 North 00°00'45" East 56.00 feet, more or less, to a point on the Southerly line of EAST RIDGE ANNEXATION, City of Fort Collins, County of Larimer, State of Colorado; said point being the TRUE POINT OF BEGINNING; thence departing said East line of said Northwest Quarter of said Section 8 and along said Southerly line of EAST RIDGE ANNEXATION South 89°32'31" East 30.00 feet, more or less, to a point on the Easterly right-of-way line of Timberline Road; thence departing said Southerly line of EAST RIDGE ANNEXATION and departing said Easterly right-of-way line of Timberline Road South 21°26'47" West 109.41 feet; thence North 21°19'20" West 110.00 feet, more or less, to a point on the Westerly right-of-way line of Timberline Road; said point also being the Southwest corner of said of EAST RIDGE ANNEXATION; thence departing said Westerly right-of-way line of Timberline Road and along said Southerly line of EAST RIDGE ANNEXATION South 89°32'31" East 50.00 feet, more or less, to a point on the East line of said Northwest Quarter of said Section 8 and the TRUE POINT OF BEGINNING.

Containing 4,086.0 square feet (0.09 Acres), more or less.

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

Section 4. That the City Manager is hereby authorized and directed to amend said Zoning Map in accordance with this Ordinance.

Introduced, considered favorably on first reading, and ordered published this 4th day of February, A.D. 2020, and to be presented for final passage on the 18th day of February, A.D. 2020.

__________________________
Mayor

ATTEST:

__________________________
City Clerk
Passed and adopted on final reading on the 18th day of February, A.D. 2020.

Mayor

ATTEST:

_______________________________
City Clerk
SECOND READING OF ORDINANCE NO. 031, 2020, AMENDING THE ZONING MAP OF THE CITY OF FORT COLLINS AND CLASSIFYING FOR ZONING PURPOSES THE PROPERTY INCLUDED IN THE TIMBERLINE-INTERNATIONAL ANNEXATION NO. 2 TO THE CITY OF FORT COLLINS, COLORADO, AND APPROVING CORRESPONDING CHANGES TO THE RESIDENTIAL NEIGHBORHOOD SIGN DISTRICT MAP.

This item is a quasi-judicial matter and if it is considered on the discussion agenda it will be considered in accordance with the procedures described in Section 1(d) of the Council’s Rules of Meeting Procedures adopted in Resolution 2019-064.

This Ordinance, unanimously adopted on First Reading on February 4, 2020, zones the property included in the second of three sequential annexations, known as the Timberline-International Annexation No. 2. Timberline-International Annexation No. 2 is located northeast of the North Timberline Road and International Boulevard intersection. The proposed zoning for this annexation is Industrial (I). The surrounding properties are existing industrial land uses currently zoned I-Industrial Zoning District (in Larimer County) to the north, south and west. The abutting City limit to the east is zoned Low Density Mixed-Use Neighborhood (L-M-N) and consists of North Timberline Road right-of-way. Staff also recommends placement into the Residential Neighborhood Sign District.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

ATTACHMENTS

1. First Reading Agenda Item Summary, February 4, 2020 (w/o attachments) (PDF)
2. Ordinance No. 031, 2020 (PDF)
AGENDA ITEM SUMMARY                   February 4, 2020
City Council

STAFF

Pete Wray, Senior City Planner
Brad Yatabe, Legal

SUBJECT

Public Hearing and First Reading of Ordinance No. 031, 2020, Amending the Zoning Map of the City of Fort Collins and Classifying for Zoning Purposes the Property Included in the Timberline-International Annexation No. 2 to the City of Fort Collins, Colorado, and Approving Corresponding Changes to the Residential Neighborhood Sign District Map.

EXECUTIVE SUMMARY

This item is a quasi-judicial matter and if it is considered on the discussion agenda it will be considered in accordance with the procedures described in Section 1(d) of the Council’s Rules of Meeting Procedures adopted in Resolution 2019-064.

The purpose of this item is to apply zoning to the property included in the second of three sequential annexations, known as the Timberline-International Annexation No. 2. Timberline-International Annexation No. 2 is located northeast of the North Timberline Road and International Boulevard intersection. The proposed zoning for this annexation is Industrial (I). The surrounding properties are existing industrial land uses currently zoned I-Industrial Zoning District (in Larimer County) to the north, south and west. The abutting City limit to the east is zoned Low Density Mixed-Use Neighborhood (L-M-N) and consists of North Timberline Road right-of-way. Staff also recommends placement into the Residential Neighborhood Sign District.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

The requested zoning for this annexation is the Industrial (I) Zone District, which conforms to the larger surrounding area of existing industrial businesses and single-family residential homes.

The surrounding land uses are as follows:

<table>
<thead>
<tr>
<th>Zoning</th>
<th>Land Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>N</td>
<td>County I (Industrial)</td>
</tr>
<tr>
<td>S</td>
<td>County I</td>
</tr>
<tr>
<td>E</td>
<td>City Low Density Mixed-Use Residential (LMN)</td>
</tr>
<tr>
<td>W</td>
<td>County I</td>
</tr>
<tr>
<td></td>
<td>Existing industrial</td>
</tr>
<tr>
<td></td>
<td>Existing industrial</td>
</tr>
<tr>
<td></td>
<td>North Timberline Road right-of-way</td>
</tr>
<tr>
<td></td>
<td>Existing industrial</td>
</tr>
</tbody>
</table>
East Mulberry Corridor Plan

The tract of land is located within the East Mulberry Corridor Plan, adopted in 2002, which covers an area of approximately 3.5 square miles of along both sides of East Mulberry Street between Riverside Drive and I-25 in Fort Collins and Larimer County, within the Growth Management Area. The Plan states:

“The Industrial District is intended to provide a location for a variety of work processes and workplaces such as manufacturing, warehousing and distributing, indoor and outdoor storage, and a wide range of commercial and industrial operations. The Industrial District also accommodates complementary and supporting uses such as convenience shopping, childcare centers and housing.”

According to the East Corridor Plan Land Use Map, the subject tract of land should be placed into the Industrial Zone District. The proposed zoning, Industrial (I), complies with the subarea plan.

Zoning

The proposed zoning for this annexation is the Industrial (I) Zone District. The City of Fort Collins Land Use Code describes this zone district as follows:

“Purpose. The Industrial District is intended to provide a location for a variety of work processes and workplaces such as manufacturing, warehousing and distributing, indoor and outdoor storage, and a wide range of commercial and industrial operations. The Industrial District also accommodates complementary and supporting uses such as convenience shopping, childcare centers and housing. While these Districts will be linked to the City’s transportation system for multiple modes of travel, some may emphasize efficient commercial trucking and rail traffic as needed. Industrial and manufacturing processes used in this District may, by necessity, be characteristically incompatible with residential uses.”

Additionally, staff recommends that the subject property be included in the Residential Neighborhood Sign District, which was established for regulating signs for non-residential uses in predominantly residential settings.

CITY FINANCIAL IMPACTS

No direct financial impacts result of the proposed zoning.

BOARD / COMMISSION RECOMMENDATION

At its December 19, 2019, meeting, the Planning and Zoning Board voted 5-0 to recommend approval of the annexation and recommend that the property be placed in the Industrial (I) Zone District. Since the item remained on the Planning and Zoning Board’s Consent Calendar, minutes from the hearing will not be provided.

PUBLIC OUTREACH

All required mailings and postings per Section 2.9 (Amending the Zoning Map) and 2.12 (Annexation of Land) of the Land Use Code have been followed.

A neighborhood meeting was held on August 29, 2019, for the annexation and zoning and conceptual plans for the Timberline-International property.

ATTACHMENTS

1. Annexation No. 2 Sequence Map (PDF)
2. Zoning Map (PDF)
ORDINANCE NO. 031, 2020
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING THE ZONING MAP OF THE CITY OF FORT COLLINS AND
CLASSIFYING FOR ZONING PURPOSES THE PROPERTY INCLUDED IN THE
TIMBERLINE-INTERNATIONAL ANNEXATION NO. 2 TO THE CITY OF FORT
COLLINS, COLORADO, AND APPROVING CORRESPONDING CHANGES TO
THE RESIDENTIAL NEIGHBORHOOD SIGN DISTRICT MAP

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

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

WHEREAS, pursuant to Land Use Code Section 2.9.2, the City Planning and Zoning
Board, at its meeting on December 29, 2019, unanimously recommended zoning the property to
be known as the Timberline-International Annexation No. 2 (the “Property”) as more particularly
described below as Industrial (“I”), and determined that the proposed zoning is consistent with the
City’s Comprehensive Plan; and

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

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

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

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

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

Section 2. That the Zoning Map of the City of Fort Collins adopted pursuant to Section
1.3.2 of the Land Use Code of the City of Fort Collins is hereby changed and amended by including
in the Industrial (“I”) Zone District the Property more particularly described as:

That portion of Section 8, Township 7 North, Range 68 West of the 6th P.M., County of
Larimer, State of Colorado being more particularly described as follows:

-1-
Considering the East line of the Northwest Quarter of said Section 8 as bearing North 00°00'45" East and with all bearings contained herein relative thereto:

Beginning at the Southeast corner of the Northwest Quarter of said Section 8; thence along the East line of said Northwest Quarter of said Section 8 North 00°00'45" East 56.00 feet, more or less, to a point on the Southerly line of EAST RIDGE ANNEXATION, City of Fort Collins, County of Larimer, State of Colorado and the Northerly line of TIMBERLINE-INTERNATIONAL ANNEXATION NO. 1, City of Fort Collins, County of Larimer, State of Colorado; thence departing said East line of said Northwest Quarter of said Section 8 and along said Southerly line of EAST RIDGE ANNEXATION and along said Northerly line of TIMBERLINE-INTERNATIONAL ANNEXATION NO. 1 South 89°32'31" East 30.00 feet, more or less, to a point on the Easterly right-of-way line of Timberline Road and the TRUE POINT OF BEGINNING; thence departing said Southerly line of EAST RIDGE ANNEXATION and departing said Northerly line of TIMBERLINE-INTERNATIONAL ANNEXATION NO. 1 and along said Easterly right-of-way line of Timberline Road the following four (4) courses and distances: South 00°00'45" West 56.00 feet; South 00°00’45” East 236.46 feet; South 88°09’05” East 39.91 feet to the beginning of a non-tangent curve concave to the West having a central angle of 05°44’34” and a radius of 1170.50 feet, the long chord of which bears South 04°41’28” West a distance of 117.27 feet; thence Southerly along the arc of said curve 117.32 feet; thence departing said Easterly right-of-way line of Timberline Road North 90°00’00” West 141.91 feet, more or less, to a point on the Southerly line of International Boulevard; said point also being a point on the Easterly line of Lot 3, SUMMIT VIEW INDUSTRIAL PARK P.D., THIRD FILING., County of Larimer, State of Colorado; thence along said Southerly line of International Boulevard and along the Easterly and Northerly lines of said Lot 3, SUMMIT VIEW INDUSTRIAL PARK P.D., THIRD FILING North 44°58’04” West 7.47 feet and again North 89°35’04” West 4.11 feet, thence departing said Southerly line of International Boulevard and departing said Northerly line of said Lot 3, SUMMIT VIEW INDUSTRIAL PARK P.D., THIRD FILING North 00°24’56” East 100.00 feet, more or less, to a point on the Northerly line of International Boulevard; said point also being the Southwest corner of Lot 1, INDUSTRIAL BUSINESS PARK INTERNATIONAL P.U.D., County of Larimer, State of Colorado; thence along said Northerly line of International Boulevard and along the Southerly line of said Lot 1, INDUSTRIAL BUSINESS PARK INTERNATIONAL P.U.D. South 89°35’04” East 40.28 feet, more or less, to the Southeast corner of said Lot 1, INDUSTRIAL BUSINESS PARK INTERNATIONAL P.U.D.; said point also being the Southwestern corner of said Lot 1, INDUSTRIAL BUSINESS PARK INTERNATIONAL P.U.D. and a point on the Westerly right-of-way line for Timberline Road; thence departing said Northerly line of International Boulevard and departing said Southerly line of said Lot 1, INDUSTRIAL BUSINESS PARK INTERNATIONAL P.U.D. and along said Westerly right-of-way line for Timberline Road and along the Easterly line of said Lot 1, INDUSTRIAL BUSINESS PARK INTERNATIONAL P.U.D. North 00°00’45” West 250.02 feet and again North 00°00’45” East 56.23 feet, more or less, to the Southwest corner of said EAST RIDGE ANNEXATION and the Northwest corner of said TIMBERLINE-INTERNATIONAL ANNEXATION NO. 1; thence departing said Westerly right-of-way line for Timberline Road and departing said Easterly line of said Lot 1, INDUSTRIAL BUSINESS PARK INTERNATIONAL P.U.D. and
along the Southwesterly and Southeasterly lines of said TIMBERLINE-
INTERNATIONAL ANNEXATION NO. 1 South 21°19’20” East 110.00 feet and again
North 21°26’47” East 109.41 feet, more or less, to a point on the Southerly line of said
EAST RIDGE ANNEXATION and the Easterly right-of-way line of Timberline Road and
the Northeast corner of said TIMBERLINE-INTERNATIONAL ANNEXATION NO. 1
and the TRUE POINT OF BEGINNING.

Containing 37,272.2 square feet (0.86 Acres), more or less.

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

Section 4. That the City Manager is hereby authorized and directed to amend said
Zoning Map in accordance with this Ordinance.

Introduced, considered favorably on first reading, and ordered published this 4th day of
February, A.D. 2020, and to be presented for final passage on the 18th day of February, A.D. 2020.

Mayor

ATTEST:

_______________________________
City Clerk

Passed and adopted on final reading on the 18th day of February, A.D. 2020.

Mayor

ATTEST:

_______________________________
City Clerk
AGENDA ITEM SUMMARY
February 18, 2020

STAFF
Pete Wray, Senior City Planner
Brad Yatabe, Legal

SUBJECT
Second Reading of Ordinance No. 033, 2020, Amending the Zoning Map of the City of Fort Collins and Classifying for Zoning Purposes the Property Included in the Timberline-International Annexation No. 3 to the City of Fort Collins, Colorado, and Approving Corresponding Changes to the Residential Neighborhood Sign District Map.

EXECUTIVE SUMMARY
This item is a quasi-judicial matter and if it is considered on the discussion agenda it will be considered in accordance with the procedures described in Section 1(d) of the Council’s Rules of Meeting Procedures adopted in Resolution 2019-064.

This Ordinance, unanimously adopted on First Reading on February 4, 2020, zones the property included in the third of three sequential annexations, known as the Timberline-International Annexation No.3. Timberline-International Annexation No. 3 is located northeast of the North Timberline Road and International Boulevard intersection. The proposed zoning for this annexation is Industrial (I). The surrounding properties are existing industrial land uses currently zoned I-Industrial Zoning District (in Larimer County) to the north, south and west. The abutting City limit to the east is zoned Low Density Mixed-Use Neighborhood (L-M-N) and consists of North Timberline Road right-of-way. Staff also recommends placement into the Residential Neighborhood Sign District.

STAFF RECOMMENDATION
Staff recommends adoption of the Ordinance on Second Reading.

ATTACHMENTS
1. First Reading Agenda Item Summary, February 4, 2020 (w/o attachments)  (PDF)
2. Ordinance No. 033, 2020  (PDF)
AGENDA ITEM SUMMARY
City Council
February 4, 2020

STAFF
Pete Wray, Senior City Planner
Brad Yatabe, Legal

SUBJECT
First Reading of Ordinance No. 033, 2020, Amending the Zoning Map of the City of Fort Collins and Classifying for Zoning Purposes the Property Included in the Timberline-International Annexation No. 3 to the City of Fort Collins, Colorado, and Approving Corresponding Changes to the Residential Neighborhood Sign District Map.

EXECUTIVE SUMMARY
This item is a quasi-judicial matter and if it is considered on the discussion agenda it will be considered in accordance with the procedures described in Section 1(d) of the Council’s Rules of Meeting Procedures adopted in Resolution 2019-064.

The purpose of this item is to zone the property included in the third of three sequential annexations, known as the Timberline-International Annexation No. 3. Timberline-International Annexation No. 3 is located northeast of the North Timberline Road and International Boulevard intersection. The proposed zoning for this annexation is Industrial (I). The surrounding properties are existing industrial land uses currently zoned I-Industrial Zoning District (in Larimer County) to the north, south and west. The abutting City limit to the east is zoned Low Density Mixed-Use Neighborhood (L-M-N) and consists of North Timberline Road right-of-way. Staff also recommends placement into the Residential Neighborhood Sign District.

STAFF RECOMMENDATION
Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION
The requested zoning for this annexation is the Industrial (I) Zone District, which conforms to the larger surrounding area of existing industrial businesses and single-family residential homes.

The surrounding land uses are as follows:

<table>
<thead>
<tr>
<th>Zoning</th>
<th>Land Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>N</td>
<td>County I (Industrial)</td>
</tr>
<tr>
<td>S</td>
<td>County I</td>
</tr>
<tr>
<td>E</td>
<td>City Low Density Mixed-Use Residential (LMN)</td>
</tr>
<tr>
<td>W</td>
<td>County I</td>
</tr>
</tbody>
</table>

Existing industrial
North Timberline Road right-of-way
Existing industrial
Existing industrial
Agenda Item 17

East Mulberry Corridor Plan

The tract of land is located within the East Mulberry Corridor Plan, adopted in 2002, which covers an area of approximately 3.5 square miles of along both sides of East Mulberry Street between Riverside Drive and I-25 in Fort Collins and Larimer County within the Growth Management Area. The Plan states:

“The Industrial District is intended to provide a location for a variety of work processes and workplaces such as manufacturing, warehousing and distributing, indoor and outdoor storage, and a wide range of commercial and industrial operations. The Industrial District also accommodates complementary and supporting uses such as convenience shopping, childcare centers and housing.”

According to the East Corridor Plan Land Use Map, the subject tract of land should be placed into the Industrial zone district. The proposed zoning, Industrial (I), complies with the subarea plan.

Zoning

The proposed zoning for this annexation is the Industrial (I) Zone District. The City of Fort Collins Land Use Code describes this zone district as follows:

“Purpose. The Industrial District is intended to provide a location for a variety of work processes and workplaces such as manufacturing, warehousing and distributing, indoor and outdoor storage, and a wide range of commercial and industrial operations. The Industrial District also accommodates complementary and supporting uses such as convenience shopping, childcare centers and housing. While these Districts will be linked to the City’s transportation system for multiple modes of travel, some may emphasize efficient commercial trucking and rail traffic as needed. Industrial and manufacturing processes used in this District may, by necessity, be characteristically incompatible with residential uses.”

Additionally, staff recommends that the subject property be included in the Residential Neighborhood Sign District, which was established for regulating signs for non-residential uses in predominantly residential settings.

CITY FINANCIAL IMPACTS

No direct financial impacts result of the proposed zoning.

BOARD / COMMISSION RECOMMENDATION

At its December 19, 2019, meeting, the Planning and Zoning Board voted 5-0 to recommend approval of the annexation and recommend that the property be placed in the Industrial (I) Zone District. Since the item remained on the Planning and Zoning Board’s Consent Calendar, minutes from the hearing will not be provided.

PUBLIC OUTREACH

All required mailings and postings per Section 2.9 (Amending the Zoning Map) and 2.12 (Annexation of Land) of the Land Use Code have been followed.

A neighborhood meeting was held on August 29, 2019, for the annexation and zoning and conceptual plans for the Timberline-International property.

ATTACHMENTS

1. Annexation No. 3 Sequence Map (PDF)
2. Zoning Map (PDF)
ORDINANCE NO, 033, 2020
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING THE ZONING MAP OF THE CITY OF FORT COLLINS
AND CLASSIFYING FOR ZONING PURPOSES THE PROPERTY INCLUDED IN
THE TIMBERLINE-INTERNATIONAL ANNEXATION NO. 3 TO THE CITY OF FORT
COLLINS, COLORADO, AND APPROVING CORRESPONDING CHANGES TO
THE RESIDENTIAL NEIGHBORHOOD SIGN DISTRICT MAP

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

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

WHEREAS, pursuant to Land Use Code Section 2.9.2, the City Planning and Zoning
Board, at its meeting on December 19, 2019, unanimously recommended zoning the property to
be known as the Timberline-International Annexation No. 3 (the “Property”) as more particularly
described below as Industrial (“I”), and determined that the proposed zoning is consistent with the
City’s Comprehensive Plan; and

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

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

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

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

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

Section 2. That the Zoning Map of the City of Fort Collins adopted pursuant to Section
1.3.2 of the Land Use Code of the City of Fort Collins is hereby changed and amended by including
in the Industrial (“I”) Zone District the Property more particularly described as:

That portion of Section 8, Township 7 North, Range 68 West of the 6th P.M., County of
Larimer, State of Colorado being more particularly described as follows:
Considering the East line of the Northwest Quarter of said Section 8 as bearing North 00°00'45" East and with all bearings contained herein relative thereto:

Beginning at the Southeast corner of the Northwest Quarter of said Section 8; thence along the East line of said Northwest Quarter of said Section 8 North 00°00'45" East 56.00 feet, more or less, to a point on the Southerly line of EAST RIDGE ANNEXATION, City of Fort Collins, County of Larimer, State of Colorado and the Northerly line of TIMBERLINE-INTERNATIONAL ANNEXATION NO. 1, City of Fort Collins, County of Larimer, State of Colorado; thence departing said East line of said Northwest Quarter of said Section 8 and along said Southerly line of EAST RIDGE ANNEXATION and along said Northerly line of TIMBERLINE-INTERNATIONAL ANNEXATION NO. 1 South 89°32'31" East 30.00 feet, more or less, to a point on the Easterly right-of-way line of Timberline Road; said point also being the Northeast corner of TIMBERLINE-INTERNATIONAL ANNEXATION NO. 2, City of Fort Collins, County of Larimer, State of Colorado; thence departing said Southerly line of EAST RIDGE ANNEXATION and departing said Northerly line of TIMBERLINE-INTERNATIONAL ANNEXATION NO. 1 and along said Easterly right-of-way line of Timberline Road and the Easterly lines of said TIMBERLINE-INTERNATIONAL ANNEXATION NO. 2 the following four (4) courses and distances: South 00°00'45" West 56.00 feet; South 00°00'45" East 236.46 feet; South 88°09'05" East 39.91 feet to the beginning of a non-tangent curve concave to the West having a central angle of 05°44'34" and a radius of 1170.50 feet, the long chord of which bears South 04°41'28" West a distance of 117.27 feet; thence Southerly along the arc of said curve 117.32 feet, more or less, the Southeast corner of said TIMBERLINE-INTERNATIONAL ANNEXATION NO. 2; thence departing said Easterly right-of-way line of Timberline Road and departing said Easterly lines of said TIMBERLINE-INTERNATIONAL ANNEXATION NO. 2 and along the South line of said TIMBERLINE-INTERNATIONAL ANNEXATION NO. 2 North 90°00'00" West 141.91 feet, more or less, to a point on the Westerly line of said TIMBERLINE-INTERNATIONAL ANNEXATION NO. 2; said point also being a point on the Southerly line of International Boulevard; said point also being a point on the Easterly line of Lot 3, SUMMIT VIEW INDUSTRIAL PARK P.D., THIRD FILING., County of Larimer, State of Colorado; thence along said Westerly line of said TIMBERLINE-INTERNATIONAL ANNEXATION NO. 2 and along said Southerly line of International Boulevard and along the Easterly and Northerly lines of said Lot 3, SUMMIT VIEW INDUSTRIAL PARK P.D., THIRD FILING North 44°58'04" West 7.47 feet and again North 89°35'04" West 4.11 feet; thence departing said Southerly line of International Boulevard and departing said Northerly line of said Lot 3, SUMMIT VIEW INDUSTRIAL PARK P.D., THIRD FILING and continuing along said Westerly line of said TIMBERLINE-INTERNATIONAL ANNEXATION NO. 2 North 00°24'56" East 100.00 feet, more or less, to a point on the Northerly line of International Boulevard; said point also being the Southwest corner of Lot 1, INDUSTRIAL BUSINESS PARK INTERNATIONAL P.U.D., County of Larimer, State of Colorado; said point also being on the Southerly line of said TIMBERLINE-INTERNATIONAL ANNEXATION NO. 2 and the TRUE POINT OF BEGINNING; thence along said Northerly line of International Boulevard and along the Southerly line of said Lot 1, INDUSTRIAL BUSINESS PARK INTERNATIONAL P.U.D. and along the Northerly line of said TIMBERLINE-INTERNATIONAL
ANNEXATION NO. 2 South 89°35'04" East 40.28 feet, more or less, to the Southeast corner of said Lot 1, INDUSTRIAL BUSINESS PARK INTERNATIONAL P.U.D. said point a point on the Westerly right-of-way line for Timberline Road and a point on the Westerly line of said TIMBERLINE-INTERNATIONAL ANNEXATION NO. 2; thence departing said Northerly line of International Boulevard and departing said Southerly line of said Lot 1, INDUSTRIAL BUSINESS PARK INTERNATIONAL P.U.D. and departing said Northerly line of said TIMBERLINE-INTERNATIONAL ANNEXATION NO. 2 and along said Westerly right-of-way line for Timberline Road and along the Easterly line of said Lot 1, INDUSTRIAL BUSINESS PARK INTERNATIONAL P.U.D. and along said Westerly line of said TIMBERLINE-INTERNATIONAL ANNEXATION NO. 2 North 00°00’45” West 250.02 feet and again North 00°00’45” East 62.35 feet, more or less, to the Southwest corner of said EAST RIDGE ANNEXATION and the Northeast corner of said Lot 1, INDUSTRIAL BUSINESS PARK INTERNATIONAL P.U.D.; thence departing said Westerly right-of-way line for Timberline Road and departing said Easterly line of said Lot 1, INDUSTRIAL BUSINESS PARK INTERNATIONAL P.U.D. and along the Northerly line of said Lot 1, INDUSTRIAL BUSINESS PARK INTERNATIONAL P.U.D. South 89°54’17” West 273.66 feet to the Northwest corner of said Lot 1, INDUSTRIAL BUSINESS PARK INTERNATIONAL P.U.D. and along the Westerly lines of said Lot 1, INDUSTRIAL BUSINESS PARK INTERNATIONAL P.U.D. South 47°29’15” East 316.66 feet, more or less, to a point on the Northerly line of International Boulevard; said point also being the Northwest corner of said TIMBERLINE-INTERNATIONAL ANNEXATION NO. 2 and the Southwest corner of said Lot 1, INDUSTRIAL BUSINESS PARK INTERNATIONAL P.U.D. and the TRUE POINT OF BEGINNING.

Containing 60,373.8 square feet (1.39 acres), more or less.

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

Section 4. That the City Manager is hereby authorized and directed to amend said Zoning Map in accordance with this Ordinance.

Introduced, considered favorably on first reading, and ordered published this 4th day of February, A.D. 2020, and to be presented for final passage on the 18th day of February, A.D. 2020.

__________________________________
Mayor

ATTEST:

__________________________________
City Clerk
Passed and adopted on final reading on the 18th day of February, A.D. 2020.

ATTEST:

Mayor

City Clerk