Regular Meeting
March 16, 2021
(Amended 3/15/21)

PUBLIC PARTICIPATION OPTIONS

There will be three options for people who would like to participate in the meeting:

- Live via the Zoom online meeting,
- Live via the telephone,
- By submitting emails to Council at CityLeaders@fcgov.com.

All options will be available for those wishing to provide general public comment, as well as public comments during individual discussion items.

PUBLIC PARTICIPATION (ONLINE VIA ZOOM):

Individuals who wish to address Council via remote public participation can do so through Zoom at https://zoom.us/j/98241416497. (The link and instructions are also posted at www.fcgov.com/councilcomments.) Individuals participating in the Zoom session should watch the meeting through that site, and not via FCTV, due to the streaming delay and possible audio interference.

The Zoom meeting will be available beginning at 5:15 p.m. on the day of the meeting. Participants wanting to ensure their equipment setup is working should join prior to 6:00 p.m. For public comments, the Mayor will ask participants to click the “Raise Hand” button to indicate you would like to speak at that time. Staff will moderate the Zoom session to ensure all participants have an opportunity to address Council.

In order to participate, you must:

- Have an internet-enabled smartphone, laptop or computer. Using earphones with a microphone will greatly improve your audio experience.
- Join the Zoom meeting using the link on the front page of the agenda or on the City’s home webpage at www.fcgov.com.
- If you use the City’s home page, simply click on the “Participate remotely in Council Meeting” link shown near the top of the page.
PUBLIC PARTICIPATION (VIA PHONE):

- Dial the public participation phone number, 1-346-248-7799, and then enter the Meeting ID 982 4141 6497 followed by the pound sign (#).
- The meeting will be available beginning at 5:15 p.m. Please call in to the meeting prior to 6:00 p.m., if possible. For public comments, the Mayor will ask participants to indicate if you would like to speak at that time – phone participants will need to press *9 to do this. Staff will be moderating the Zoom session to ensure all participants have an opportunity to address Council.

When participating online or by phone, DO NOT Watch/stream FCTV at the same time due to streaming delay and possible audio interference.

PUBLIC PARTICIPATION (VIA EMAIL):

Individuals not comfortable or able to access the Zoom platform or participate by phone are encouraged to participate by emailing general public comments to CityLeaders@fcgov.com. If you have specific comments on any of the discussion items scheduled, please make that clear in the subject line of the email and send prior to the meeting Tuesday evening.

WATCH THE MEETING

Anyone can view the Council meeting live on Channels 14 and 881 or online at www.fcgov.com/fctv.

Note: Only individuals who wish to address Council should use the Zoom link or call in by phone. Anyone who wants to watch the meeting, but not address Council, should view the FCTV livestream.

Documents to Share: If residents wish to speak to a document or presentation, the City Clerk needs to be emailed those materials by 4 p.m. the day of the meeting.

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.

Upon request, the City of Fort Collins will provide language access services for individuals who have limited English proficiency, or auxiliary aids and services for individuals with disabilities, to access City services, programs and activities. Contact 221-6515 (V/TDD: Dial 711 for Relay Colorado) for assistance. Please provide 48 hours advance notice when possible.

A solicitud, la Ciudad de Fort Collins proporcionará servicios de acceso a idiomas para personas que no dominan el idioma inglés, o ayudas y servicios auxiliares para personas con discapacidad, para que puedan acceder a los servicios, programas y actividades de la Ciudad. Para asistencia, llame al 221-6515 (V/TDD: Marque 711 para Relay Colorado). Por favor proporcione 48 horas de aviso previo cuando sea posible.

Proclamations and Presentations

5:45 p.m.

The Mayor will share highlights of each proclamation listed below but will not read proclamations in their entirety.

A. Proclamation Declaring March 15-21, 2021 as Fix-a-Leak Week.

B. Proclamation Declaring April as National Volunteer Month.
CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

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 February 16, 2021 Regular meeting and the February 23, 2021 Adjourned meeting.

The purpose of this item is to approve the minutes of the February 16, 2021 Regular meeting and the February 23, 2021 Adjourned meeting.


This Ordinance, unanimously adopted on First Reading on March 2, 2021, adopts to reappropriate monies in 2021 that were previously authorized by Council for expenditures in 2020 for various purposes. The authorized expenditures were not spent or could not be encumbered in 2020 because:

- There was not sufficient time to complete bidding in 2020 and therefore, there was no known vendor or binding contract as required to expend or encumber the monies; or
- The project for which the dollars were originally appropriated by Council could not be completed during 2020 and reappropriation of those dollars is necessary for completion of the project in 2021.

Additionally, there may have been sufficient unspent dollars previously appropriated in 2020 to carry on programs, services, and facility improvements in 2021 for those specific purposes.

In the above circumstances, the unexpended and/or unencumbered monies lapsed into individual fund balances at the end of 2020 and reflect no change in Council policies.

Monies reappropriated for each City fund by this Ordinance are as follows:
3. **Second Reading of Ordinance No. 036, 2021, Making a Supplemental Appropriation for Grants to Fort Collins Utilities Commercial Water Customers for Water Conservation Landscape Transformation Projects.**

This Ordinance, unanimously adopted on First Reading on March 2, 2021, appropriates unanticipated grant revenue in the amount of $70,000 awarded by the United States Department of Interior, Bureau of Reclamation ("Reclamation") to the Fort Collins Utilities Water Conservation Division ("Water Conservation"). The funds will support commercial-scale waterwise landscape transformations through the Xeriscape Incentive Program (also known as "XIP"). Eligible participants of the program include but are not limited to homeowners' associations ("HOAs"), businesses, religious organizations, government entities, schools, and other Fort Collins Utilities commercial water customers.

4. **Second Reading of Ordinance No. 037, 2021, Appropriating Prior Year Reserves and Making Supplemental Appropriations for the Utilities Locating Department.**

This Ordinance, unanimously adopted on First Reading on March 2, 2021, is to provide supplemental resources in the 2021 budget for the Utilities Locating Department. Utilities has a regulatory obligation to fulfill underground facility locating requests within 48 hours of notification and the current volume of locating requests exceeds the normal capacity of Department resources. This appropriation will provide additional resources to contract for third party services to meet locating request obligations in 2021.

5. **Second Reading of Ordinance No. 038, 2021, Establishing Rental Rates and Delivery Charges for Use of Water Available Under Fort Collins Utilities' Raw Water Interests for 2021 Through March 2024.**

This Ordinance, unanimously adopted on First Reading on March 2, 2021, to obtain Council approval for the proposed formulas for calculating rental rates and delivery charges for Fort Collins Utilities' (Utilities) raw water supplies for approximately three years, which includes proposed rental rates and delivery charges for fully consumable water. The rates and charges would be effective through March 2024, to address the gap between the end of 2023 and Council approval of new rates and charges in early 2024. Setting the rates and charges via formula ensures Utilities will recoup its costs for rented water while increasing the planning certainty for the water rental community.

Staff is recommending an increase in the rental rate for fully consumable water. This increase will only impact customers of our year-to-year leasing program. The increase reflects the cost of administering these rentals and is in line with market conditions for this type of water. This is the only significant change to the rental rates and delivery charges.

6. **Second Reading of Ordinance No. 039, 2021, Making Supplemental Appropriations and Appropriating Prior Year Reserves for the South Timberline Road Improvements Project - Stetson Creek Road to Trilby Road and Related Art in Public Places.**

This Ordinance, unanimously adopted on First Reading on March 2, 2021, enables the City to receive and use federal Surface Transportation Block Grant funds for the South Timberline Improvement Project - Stetson Creek to Trilby (the "Project"), to appropriate those funds and Transportation Capital Expansion Fee ("TCEF") Fund reserves to fully fund the Project, and to appropriate Transportation Services Fund reserves to satisfy the City’s Art in Public Places program contribution requirements. This will authorize the Mayor to sign an intergovernmental agreement with the Colorado Department of Transportation ("CDOT") to receive and use the federal grant funds and will appropriate $4,556,542 into the Capital Projects Fund for the Project. These funds will be used for the construction of roadway improvements along Timberline Road from Stetson Creek Drive to Trilby Road. Finally, a transfer of

<table>
<thead>
<tr>
<th>Fund</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>General Fund</td>
<td>$912,543</td>
</tr>
<tr>
<td>Keep Fort Collins Great Fund</td>
<td>226,690</td>
</tr>
<tr>
<td>Cultural Services Fund</td>
<td>55,000</td>
</tr>
<tr>
<td>Wastewater Fund</td>
<td>35,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$1,229,233</strong></td>
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</tbody>
</table>
$18,435 from the Project to the Cultural Services and Facilities Fund will be made for the required Art in Public Places program contribution.


This Ordinance, unanimously adopted on First Reading on March 2, 2021, approves changes to the exterior lighting standards in the City Land Use Code for new commercial and multi-family development projects. The goals of the update are to ensure adequate light levels for safety and commerce; update technical criteria to align with current industry metrics; better control the various aspects of light pollution (overlighting, glare, light trespass); and require contextually appropriate lighting plans that result in lower lighting in areas with lower nighttime activity (Natural Areas and residential areas), and higher lighting levels in areas with higher nighttime activity (Downtown and commercial corridors).

8. First Reading of Ordinance No. 041, 2021, Appropriating Unanticipated Philanthropic Revenue Received by City Give for Transfer to Natural Areas for Restoration of Bobcat Ridge.

The purpose of this item is to appropriate $75,000 in philanthropic revenue in the General Fund through City Give for transfer to Natural Areas to support fire recovery and ecological restoration efforts at Bobcat Ridge Natural Area as designated by the donor, the D.R. & V. Pulliam Charitable Trust.

9. First Reading of Ordinance No. 042, 2021, Authorizing the Issuance of the City of Fort Collins, Colorado Tax-Exempt Economic Development Revenue Bond (The Residence At Oakridge Project), Series 2021A and Taxable Economic Development Revenue Bond (The Residence At Oakridge Project), Series 2021B to Refund the City of Fort Collins, Colorado Variable Rate Economic Development Revenue Bonds, Series 2001A (The Residence At Oakridge Project); and Authorizing the Execution and Delivery by the City of a Financing Agreement, Bonds, and Other Documents in Connection Therewith.

In 2001, the City issued its City of Fort Collins, Colorado Variable Rate Economic Development Revenue Bonds, Series 2001A (The Residence at Oakridge Project), in the original aggregate principal amount of $3,555,000 (the “2001A Bonds”). The 2001A Bonds financed a portion of the costs of a 68-bed assisted living facility in the Oakridge Business Park (the “Project”). The proceeds of the 2001A Bonds were loaned by the City to The Residence @ Oakridge, LLC, a Florida limited liability company (the “Borrower”) which owns the Project. The Borrower has requested that the City issue its Tax-Exempt Economic Development Revenue Bond (The Residence At Oakridge Project), Series 2021A and Taxable Economic Development Revenue Bond (The Residence At Oakridge Project), Series 2021B (collectively, the “2021 Bonds”) to refund the 2001A Bonds to take advantage of current low interest rates. The Borrower has solicited proposals from various financial institutions and has determined that First American State Bank (the “Lender”) will provide the lowest interest rate and most favorable terms to the Borrower. This Ordinance will authorize the issuance of an amount not to exceed $2,415,000 of economic development revenue bonds for the Project.

Economic development revenue bonds may be issued by the City pursuant to the County and Municipality Development Revenue Bond Act (the “Act”), constituting §§ 29-3-101 through 29-3-123 of the Colorado Revised Statutes (“C.R.S), for private activity purposes, such as the Project. These 2021 Bonds are not a financial obligation of the City and will be repaid solely by payments from the Borrower. The issuance of the 2021 Bonds does not require the use of any of the City’s private activity bond allocation from the State. And, there is no fiscal impact on the City in connection with the issuance of the 2021 Bonds and the Borrower will pay all of the City’s costs and attorney fees for the refunding either from proceeds of the 2021 Bonds or its own resources.
10. **Items Relating to Amending City Code Provisions Concerning the City’s Self-Insurance Program and Fund, and Amending Related Code Provisions Concerning the City’s Obligations to Defend and Indemnify its Employees.**

   A. **First Reading of Ordinance No. 043, 2021, Amending Division 3 in Article III of Chapter 8 of the Code of the City of Fort Collins Concerning the City’s Self-Insurance Program and Fund.**

   B. **First Reading of Ordinance No. 044, 2021, Amending Division 6 in Article VII of Chapter 2 of the Code of the City of Fort Collins Concerning the City’s Defense and Indemnity of its Employees in Certain Civil, Criminal and Administrative Matters.**

   The purpose of these two ordinances is to update the City Code provisions concerning the City’s use of its Self-Insurance Program and Fund to pay judgments, settlements, attorney fees and other litigation costs related to the various civil claims that can be brought against the City and its employees and, related to this update, amending the City Code provisions addressing the City’s obligations to defend and indemnify its employees regarding such civil claims and, in some circumstances, to reimburse City employees for the attorney fees and costs they may incur in certain criminal matters related to their City employment.

   The amendments to the City’s defense and indemnity obligations include adding provisions to recognize the defense and indemnity obligations the City has to its police officers under two Colorado statutes, including the recent statute enacted under Senate Bill 20-217 creating a new civil claim against police officers for violating a person’s rights under the Bill of Rights in the Colorado Constitution. Also added is a provision to reimburse City employees in some circumstances for the attorney fees and costs they may incur in certain administrative matters related to their City employment.

11. **First Reading of Ordinance No. 045, 2021, Amending Section 23-354 of the Code of the City of Fort Collins Regarding Disposition of Land Bank Property.**

   The purpose of this item is to replace the right of reverter clause in the Land Bank program with a more flexible requirement that can be tailored to each project. Currently, the right of reverter would allow the City to seize property if the Land Banking Code requirements are not met, but this possibility makes it difficult, if not impossible, for developers of affordable housing to obtain financing for their projects on Land Bank parcels. The proposed amendments to City Code in the Ordinance retain the requirement that the City secure permanent affordability to the greatest extent possible, through a deed restriction, covenant or such others instrument or instruments as the City Manager and City Attorney deem appropriate but do not lock the City into one remedy for non-compliance.

12. **First Reading of Ordinance No. 046, 2021, Making Supplemental Appropriations, Appropriating Prior Year Reserves, and Authorizing Transfer of Existing Appropriations for Post-Fire Watershed Restoration Treatments and Operational Costs Associated with Treating Fire-Impacted Water Supplies.**

   The purpose of this item is to consider an appropriation of funds for the unanticipated needs of post-fire watershed restoration treatments and operational costs associated with treating water supplies impacted by the 2020 Cameron Peak wildfire.

   This AIS summarizes the current and anticipated impacts from the 2020 Cameron Peak wildfire on water quality, water treatment and water supply planning, and expected funding needs for post-fire watershed restoration and to support water treatment operations in 2021. Staff will also provide a summary of an IGA for cost-sharing the needed post-fire watershed restoration treatments with partnering public water providers.
13. **First Reading of Ordinance No. 047, 2021, Appropriating Prior Year Reserves in the Light and Power Fund for Electric Utilities Customer Payment Assistance.**

The purpose of this item is to consider appropriation of a "one-time cash distribution" of $468,941 from Platte River Power Authority (PRPA) to be used for utility delinquencies through the Utilities Payment Assistance Program for electric and telecommunication utility customers economically affected by COVID-19 and to address the impact on rates that significant past-due and uncollectible balances may have on all electric and other utility ratepayers. The funds were deposited into the Light & Power Enterprise Fund in December 2020, and may only be used for that utility’s operations, maintenance, repair, replacement, or betterment or for another "specific utility purpose determined by Council to [benefit the utility's ratepayers]".

14. **First Reading of Ordinance No. 048, 2021, Making Various Amendments to the City of Fort Collins Land Use Code.**

The purpose of this item is to make amendments to the Land Use Code ("LUC") to: (1) clarify the appeal process to the Planning and Zoning Board for minor amendments, changes of use, and basic development review; and (2) allow one additional kitchen within a dwelling unit. These changes were separated out from the annual update in December of 2020 to provide greater public input and refinement of the proposed Code.

15. **Resolution 2021-031 Approving and Adopting the Our Climate Future Plan.**

   **THIS ITEM HAS BEEN MOVED TO DISCUSSION AS ITEM #23.**

The Our Climate Future Plan has been revised to consistently and accurately represent community quotes associated with each Big Move and associated with Plan Ambassador and Community Partner features. Several small typos and grammatical errors were also addressed with this revision.

The purpose of this item is consideration of a resolution adopting the Our Climate Future Plan, which describes thirteen Big Moves and a flexible portfolio of related Next Moves, a two-year community review and calibration cycle and updated energy and waste goals.

The Our Climate Future Plan presents implementation strategies to simultaneously address climate, waste and energy goals and improve our community equity and resilience outcomes. The Plan articulates an unwavering commitment to mitigating climate change with a systems-approach, centering solutions in people and community priorities, and implementing the Big Moves in an evergreen review cycle.

16. **Resolution 2021-032 Authorizing the City Manager to Sign a Master License Agreement with Crown Castle USA, Inc. for Small Wireless Communication Equipment Attachments on City Facilities in Public Rights-of-Way.**

   **THIS ITEM HAS BEEN WITHDRAWN FROM CONSIDERATION.**

The purpose of this item is to authorize the City Manager to enter into a Master License Agreement with Crown Castle USA, Inc. concerning the use of the City’s infrastructure and rights-of-way for small cellular equipment and associated uses. Crown Castle has not yet identified any proposed location for such equipment, and this agreement is a precondition to application for any permitting.

17. **Resolution 2021-033 Approving Fort Fund Grant Disbursements.**

The purpose of this item is to approve Fort Fund grants from the Cultural Development and Programming Account and the Tourism Programming Account for the selected community events in the Project Support II category, based upon the recommendations of the Cultural Resources Board.

18. **Resolution 2021-034 Renaming a Portion of Brightwater Drive to Windward Way.**
The purpose of this item is to rename a portion of Brightwater Drive that was originally named on the Water’s Edge plat to Windward Way. The new street name will aid in wayfinding for emergency services by allowing a proper sequence of assigned addresses.

19. **Resolution 2021-035 Finding Substantial Compliance and Initiating Annexation Proceedings for the Gil Boyer Annexation.**

The purpose of this item is to initiate annexation proceedings for the Gil Boyer Annexation. This is a voluntary annexation initiated by the property owner. The property contained within the annexation area is approximately 9,800 square feet and is located at 241 North Taft Hill Road, approximately 475 feet northwest of the intersection of Laporte Ave and North Taft Hill Road. The proposed zoning for this annexation is Low Density Mixed Use Neighborhood (L-M-N).

The proposed Resolution makes a finding that the annexation petition substantially complies with the Municipal Annexation Act of 1965, determines that a hearing should be established regarding the annexation, and directs notice be given of the hearing. The hearing will be held at the time of First Reading of the annexation and zoning ordinances, and notice will be published and distributed as required by State law. 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 Agreement Regarding Growth Management.

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 Agreement Regarding Growth Management.

### 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**

  A. **Staff Report: Utility Bill Delinquencies** (staff: Lisa Rosintoski, Lance Smith, Gretchen Stanford, Lori Clements)

- **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. If attending in person, 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.

20. 738 Campfire Drive Extra Occupancy Appeal. (staff: Paul Sizemore; 10 minute presentation; 60 minute discussion)

The purpose of this item is to consider an appeal of the Administrative Hearing Officer’s Decision, on December 18, 2020, approving the 738 Campfire Drive Extra Occupancy Rental House #FDP 200018 to permit not more than 4 occupants. A Notice of Appeal was filed on January 4, 2021 alleging the Hearing Officer failed to properly interpret and apply Land Use Code (LUC) Section 3.2.2(C)(4)(b) regarding the number and type of required bicycle parking spaces. The Appellant alleges the Hearing Officer’s Decision approving the project did not meet the number of bicycle parking spaces required by the LUC and that the type of bicycle parking spaces approved do not meet the LUC definition of fixed bicycle parking spaces.


This Ordinance, adopted on First Reading on March 2, 2021 by a vote of 6-1 (Nay: Summers), provides $87,500 in funding to support the initial 2021 roll-out of the Disposable Bag Ordinance and the Waste Reduction Program, including outreach and engagement and making free bags available to the community.


The purpose of this item is to update Chapter 2, Article III of the City Code based on the Council priority to Reimagine Boards and Commissions. These Code changes are intended to reduce barriers to participation, increase consistency and clarity, and avoid redundancy.

23. Resolution 2021-031 Approving and Adopting the Our Climate Future Plan. 

MOVED FROM CONSENT CALENDAR ITEM #15.

The Our Climate Future Plan has been revised to consistently and accurately represent community quotes associated with each Big Move and associated with Plan Ambassador and Community Partner features. Several small typos and grammatical errors were also addressed with this revision.
The purpose of this item is consideration of a resolution adopting the Our Climate Future Plan, which describes thirteen Big Moves and a flexible portfolio of related Next Moves, a two-year community review and calibration cycle and updated energy and waste goals.

The Our Climate Future Plan presents implementation strategies to simultaneously address climate, waste and energy goals and improve our community equity and resilience outcomes. The Plan articulates an unwavering commitment to mitigating climate change with a systems-approach, centering solutions in people and community priorities, and implementing the Big Moves in an evergreen review cycle.

- 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.)

B. Consideration of a motion to cancel the Tuesday, April 6, 2021 Regular Council meeting:
   “I move that Council cancel its regular meeting of April 6, 2021, pursuant to City Code Section 2-28(a), in light of the City Election to be held this day.”

C. Consideration of a motion to adjourn this meeting to 6:00 pm on Tuesday, March 23, 2021:
   “I move that Council adjourn this meeting to 6:00 pm on Tuesday, March 23, to consider any unfinished business on this agenda and other such business as may come before Council.”

- 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, the citizens of Fort Collins strive to practice water conservation in their homes and at work; and

WHEREAS, Fort Collins Utilities offers a variety of water conservation programs, services and educational tools for adults and youth; and

WHEREAS, the average home may waste up to 10,000 gallons of water every year due to running toilets, dripping faucets and other leaks if not regularly maintained; and

WHEREAS, the Environmental Protection Agency’s WaterSense program’s Fix a Leak Week encourages Americans to check household fixtures for leaks and repair any that are found; and

WHEREAS, Fort Collins Utilities is a WaterSense partner and contributes to the well-being of local citizens through water efficiency, customer service, environmental protection, economic development and safety awareness as detailed in the Water Efficiency Plan.

NOW, THEREFORE, I, Wade Troxell, Mayor of the City of Fort Collins, do hereby proclaim the week of March 15-21, 2021, as

FIX A LEAK WEEK

in Fort Collins to urge citizens to find and fix leaks and use water efficiently.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City of Fort Collins this 16th day of March, A.D. 2021.

________________________________________
Mayor

ATTEST:

________________________________________
City Clerk
PROCLAMATION

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

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

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

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

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

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

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

NOW, THEREFORE, I, Wade Troxell, Mayor of Fort Collins do hereby proclaim April as

NATIONAL VOLUNTEER MONTH

and urge my fellow citizens to volunteer in their respective communities. By volunteering and recognizing those who serve, we can come together to make a difference.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City of Fort Collins this 16th day of March, A.D. 2021.

__________________________________
Mayor

ATTEST:

__________________________________
City Clerk
AGENDA ITEM SUMMARY
City Council

March 16, 2021

STAFF
Delynn Coldiron, City Clerk

SUBJECT
Consideration and Approval of the Minutes of the February 16, 2021 Regular meeting and the February 23, 2021 Adjourned meeting.

EXECUTIVE SUMMARY
The purpose of this item is to approve the minutes of the February 16, 2021 Regular meeting and the February 23, 2021 Adjourned meeting.

ATTACHMENTS
1. February 16, 2021 (PDF)
2. February 23, 2021 (PDF)
February 16, 2021

COUNCIL OF THE CITY OF FORT COLLINS, COLORADO

Council-Manager Form of Government

Regular Meeting – 6:00 PM

(Secretary's Note: Due to the COVID-19 crisis and state and local orders to remain safer at home and not gather, all Councilmembers, staff, and citizens attended the meeting remotely, via teleconference.)

• ROLL CALL
PRESEN T: Pignataro, Gorgol, Polyondy, Gutowsky, Summers, Troxell, Cunniff
STAFF: Atteberry, Daggett, Coldiron

• AGENDA REVIEW: CITY MANAGER
City Manager Atteberry noted Spanish interpretation is available for this meeting. He stated a second staff report formally recognizing Lucinda Smith for an outstanding individual achievement award she recently received from the U.S. Environmental Protection Agency has been added to the agenda. Additionally, the language in the motion to adjourn was updated to add specifics on what Council would be considering at its adjourned meeting.

• PUBLIC COMMENT
Mayor Troxell outlined the public participation options.

Patricia Miller discussed the need for a legal defense fund for Fort Collins immigrants and requested the City work to provide that fund to help increase access to pro bono legal representation and due process.

Gayla Maxwell Martinez discussed the need for a legal defense fund for Fort Collins immigrants and requested the City work to provide that fund.

Max (indecipherable last name) discussed the need to be supportive and empathetic to immigrant community members and announced the March 7 screening of a documentary related to the importance of a legal defense fund.

Claudia Perez discussed the need for a legal defense fund for Fort Collins immigrants and requested the City work to provide that fund.

Cassandra (indecipherable last name) discussed the need for a legal defense fund for Fort Collins immigrants and requested the City work to provide that fund.

Adriana Quintaro discussed the need for a legal defense fund for Fort Collins immigrants and requested the City work to provide that fund.

Hilda Yanez discussed the need for a legal defense fund for Fort Collins immigrants and requested the City work to provide that fund.

Melita Quantz discussed the need for a legal defense fund for Fort Collins immigrants and requested the City work to provide that fund.

Kristin (no last name given) discussed the need for a legal defense fund for Fort Collins immigrants and requested the City work to provide that fund.
Yenny (no last name given) discussed the need for a legal defense fund for Fort Collins immigrants and requested the City work to provide that fund.

Amy Hoeven discussed the need for a legal defense fund for Fort Collins immigrants, particularly students, and requested the City work to provide that fund.

Paige Noon discussed the need for a legal defense fund for Fort Collins immigrants and requested the City work to provide that fund.

Alyssa Espizito discussed the need for a legal defense fund for Fort Collins immigrants and requested Council hold a work session on the topic and the City work to provide that fund.

Joshua Stallings discussed the need for a legal defense fund for Fort Collins immigrants and requested Council hold a work session on the topic and the City work to provide that fund.

Sara Rossiter requested the assignment of an alphanumeric code to each ballot measure.

Rich Stave discussed the increase in the City’s electric rates and electricity demand imbalances in Texas. He questioned where the City provides information on how electricity is being used within the city and commented on the request made by City Utilities to reduce power use during the extreme cold last weekend.

Eric Sutherland stated the public received a tax-funded business plan related to Connexion in advance of the election and nothing like that has been provided since. He stated the business plan was not followed with the exception of the amount of money borrowed and the terms for that loan. He stated Connexion is going to be the biggest public policy failure in Colorado municipal history and suggested another business plan should be provided.

Ingrid Justin discussed the need for a legal defense fund for Fort Collins immigrants and requested Council hold a work session on the topic and the City work to provide that fund.

Melina Divas discussed the need for a legal defense fund for Fort Collins immigrants and requested the City work to provide that fund.

**PUBLIC COMMENT FOLLOW-UP**

Mayor Troxell summarized the citizen comments and noted Council has received a memo from staff regarding the legal defense fund and possibility of a work session.

Councilmember Gutowsky commented on the need for low-cost legal services to be provided to all immigrants in the community.

Caryn Champine, Director of Planning, Development, and Transportation, thanked the community members who spoke regarding the need for a legal defense fund. She stated staff has determined taking additional time to conduct research to fully understand challenges and circumstances of immigrants in northern Colorado would be prudent prior to holding a work session. She stated staff would also like to research immigration defense funds in other communities.
Councilmember Potyondy expressed support for Council moving forward with a work session on the topic. She thanked the community members who spoke and stated this is the time to seize on a real need around community equity.

Councilmember Pignataro asked if staff has been waiting for direction since providing a memo in October or if work has been done since that time. Champine replied staff has been awaiting direction to confirm it should proceed with next steps.

Councilmember Pignataro expressed support for moving forward and thanked the speakers. She asked if there are any rules around ballot measure identification. City Attorney Daggett replied Council has adopted provisions related to the sequencing of items on the ballot by type, but there is no provision that speaks directly to the question of numbering. She stated that could be addressed in the Code. Councilmember Pignataro suggested the Election Code Committee could take up the topic.

Councilmember Pignataro commented on the need for business plans to be agile and she asked if that is an appropriate interpretation of the Connexion plan. City Manager Atteberry opposed Mr. Sutherland’s characterization that the business plan was scrapped. He suggested it may be beneficial for Council to receive a presentation regarding the early due diligence and business plan development versus the current status of Connexion. Councilmember Pignataro suggested that could be in the form of a memo or included in the next periodic report.

Councilmember Summers noted it is not uncommon for business plans to change and cited the fact that Connexion will be built out sooner than the five years predicted in the plan. He stated initial take rate data is encouraging.

Councilmember Gorgol expressed support for moving forward with action on a legal defense fund and stated she also was under the impression action had already been taken on a staff level per the October memo. Champine clarified staff has moved forward with convening partners and some case study research. She also noted that staff is ready to move forward with a work session in a March or April timeframe.

City Manager Atteberry commented on the three types of memos he sends to Council and stated this conversation has been helpful in terms of clarification.

Mayor Pro Tem Cunniff agreed with Councilmember Pignataro’s request for Connexion information. He commented on Platte River Power Authority’s request, and subsequent pass-through request of the City Utilities, to reduce power use during the extremely cold weekend as mentioned by Mr. Stave. He stated there has been some community assumption that request was needed because of an overreliance on unreliable energy sources. Alyssa Clemsen, Platte River Power Authority Chief Strategy Officer, replied natural gas was unavailable for some time over the weekend; therefore, the five combustion turbines were unavailable. Additionally, the wind turbines were not moving and the solar sources were covered in snow. She commented on the diversity of the power portfolio and stated the request to conserve power was not due to an overreliance on non-carbon resources but was due to concerns about market prices and an uncertain peak load given the nationwide cold and storms.

Mayor Pro Tem Cunniff asked if Platte River staff will be discussing what was learned and what is known. Ms. Clemsen replied in the affirmative and commented on extreme power challenges
and outages in southern states. She also commented on the likelihood of conservation and use encouragement signals increasing in the future.

Mayor Troxell commented on being well-positioned with investment in distribution grid infrastructure and on building rate structures that can respond to both producers and consumers. He stated future investments will lead to an even more reliable grid.

**CONSENT CALENDAR**

Eric Sutherland withdrew Item No. 6, *First Reading of Ordinance No. 034, 2021, Appropriating Prior Year Reserves for Phase One of the Land Use Code Update to Reorganize the Land Use Code and Complete Housing Revisions as an Implementation Action Recommended in City Plan (2019) and the Housing Strategic Plan (2021)*, from the Consent Agenda.

Mayor Pro Tem Cunniff made a motion, seconded by Councilmember Pignataro, to adopt and approve all items not withdrawn from the Consent Agenda.

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

1. **Consideration and Approval of the Minutes of the January 19, 2021 Regular meeting.** (Adopted)

   The purpose of this item is to approve the minutes from the January 19, 2021 Regular Council meeting.

2. **Second Reading of Ordinance No. 023, 2021, Appropriating Philanthropic Revenue Received by City Give and Authorizing a Transfer to be Used for Ongoing COVID-19 Community Relief and Recovery.** (Adopted)

   This Ordinance, unanimously adopted on First Reading on February 2, 2021, appropriates $100,000 in philanthropic revenue in the General Fund City Give Reserves for COVID-19 community relief and recovery received from donor Broadcom, Inc. The intent of the charitable gift, facilitated and secured by City Give and as designated by Broadcom Inc., is to support the critical and expanded needs of essential community services and organizations resulting from the pandemic.

   It is the donor’s determination the City possess unique knowledge of urgent community gaps and can serve as a critical gateway as to how monies can be effectively and immediately applied to local COVID-19 relief and recovery. Per the donor’s designation, the City will distribute $50,000 of the total gift to two community partners: CARE Housing to be used toward eviction prevention and on-site learning hubs to provide Internet access and academic support to K-12 students, and Meals on Wheels in support of their mission to provide meals to homebound seniors. The remaining $50,000 will be awarded at $25,000 each to the Utilities Payment Assistance Program in the Utility Customer Service & Admin Fund and to the Digital Access and Equity Program in the General Fund in support of the City’s partnership with Code for America.

3. **Second Reading of Ordinance No. 024, 2021, Appropriating Unanticipated Revenue in the Community Development Block Grant Fund for COVID-19 Response and Recovery.** (Adopted)

   This Ordinance, unanimously adopted on First Reading on February 2, 2021, appropriates unanticipated Community Development Block Grant (CDBG) funding in the amount of $760,023 from the Department of Housing and Urban Development (HUD) for COVID-19 response and recovery.

This Ordinance, unanimously adopted on First Reading on February 2, 2021, vacates a portion of an alley right-of-way (ROW). The original grant of the Grant Avenue alley ROW is contained in the West Side Addition Plat, Book 1, Page 19 of Larimer County Clerk and Recorder Records. The residents of 420 and 428 Grant Avenue have initiated a conceptual review under the City’s Development Review process. In this review process, staff became aware that portions of the City’s right-of-way for the North Grant Avenue alley had never been opened for public access and remain undeveloped and blocked by fences and well-established landscaping. At this time, only telecommunication lines run through this portion of the alley ROW, and the vacation reserves a utility easement over a portion of the vacated alley ROW to accommodate this existing utility use.

5. **First Reading of Ordinance No. 029, 2020, Appropriating Unanticipated Philanthropic Revenue in the General Fund Received by City Give for Transfer to the Parks Department for Upgrades to Water’s Way Park. (Adopted)**

The purpose of this item is to appropriate $6,105 in philanthropic revenue in the General Fund and authorizing a transfer to the Parks Department for amenity upgrades to Water’s Way Park as designated by the donors, friends and family of Willy Mergenthaler.

6. **Items Related to Sales Tax and Lodging Tax Code Updates, the Elimination of the Utilities Refund Program, and an Exception to the Outdoor Vendor License Requirement. (Adopted)**


   B. First Reading of Ordinance No. 031, 2021, Amending Chapter 15 of the Code of the City of Fort Collins to Establish an Exception for Minor Businesses to the Outdoor Vendor License Requirement.

   C. First Reading of Ordinance No. 032, 2021, Amending Certain Sections of Chapter 26 of the Code of the City of Fort Collins Eliminating the Utility Refund Program.

The purpose of this item is to amend City Code to eliminate rebate programs in accordance with the City’s 2021 budget, to clarify certain existing provisions, to allow for notice to taxpayers by electronic mail, and to create an exception to the sales tax license and outdoor vendor license requirements for temporary commercial enterprises operated by minors.

7. **Resolution 2021-017 Authorizing Certain Quasi-Judicial Land Use Hearings to be Conducted Remotely Pursuant to Ordinance No. 079, 2020, Including the 738 Campfire Drive Appeal, Boyer Annexation and Initial Zoning, W Willox Lane Rezone, 1516 Remington Street Addition of Permitted Use, and Sam’s Club Fuel Station Major Amendment and Addition of Permitted Use. (Adopted)**

The purpose of this item is to consider five exceptions to Ordinance No. 079, 2020, adopted by Council on June 16, 2020, to allow one appeal, one initial zoning, one rezoning and two addition of permitted use items to proceed to public hearings using remote technology.

Ordinance No. 079, 2020, authorizes Council and boards and commissions such as the Planning & Zoning Board (P&Z) to hear quasi-judicial items, but specifically excludes from that authorization decisions related to zoning/rezoning, appeals, and the addition of permitted uses. Ordinance No. 079, 2020, does, however, allow Council, by motion adopted by at least five Councilmembers, to authorize exceptions to such exclusion. To authorize remote hearings for the listed items, Council must find that such hearings are pressing and require prompt action and that virtual technology will provide for sufficient public participation and input. Ordinance No. 079, 2020, required that to be heard remotely,
“a quorum of the Planning and Zoning Board or Council are present in the hearing room for the respective Quasi-Judicial Hearing Items, and the public may participate in person. Staff requests that Council forego the in-person requirement in authorizing the zoning/rezoning, appeals, and addition of permitted use matters to be heard due to the ongoing COVID-19 pandemic. At this time, Council and all boards and commissions have successfully held fully remote meetings, and the technological concerns that lead to the requirement in Ordinance No. 079, 2020, have been mitigated.

Appeal:

1. 738 Campfire Drive Appeal (appeal of a hearing officer’s decision to Council, scheduled for March 16)

Initial Zoning:

2. Boyer Annexation and Initial Zoning (in review and awaiting P&Z recommendation and Council final determination)

Rezoning:

3. W Willox Lane Rezone (in review and awaiting P&Z recommendation and Council final determination)

Addition of Permitted Use (APU):

4. 1516 Remington St Fraternity-Sorority Addition of Permitted Use (in review and awaiting P&Z recommendation and Council final determination)

5. Sam’s Club Fuel Station Major Amendment and Addition of Permitted Use (in review and awaiting P&Z review)

8. **Items Relating to FLEX Route Regional Transit Services Intergovernmental Agreements. (Adopted)**

A. Resolution 2021-018 Approving an Intergovernmental Agreement with the City of Loveland for Flex Route Regional Transit Services.

B. Resolution 2021-019 Approving an Intergovernmental Agreement with the Town of Berthoud for Flex Route Regional Transit Services.

C. Resolution 2021-020 Approving an Intergovernmental Agreement with the County of Boulder for Flex Route Regional Transit Services.

D. Resolution 2021-021 Approving an Intergovernmental Agreement with the City of Boulder for Flex Route Regional Transit Services.

E. Resolution 2021-022 Approving an Intergovernmental Agreement with the City of Longmont for Flex Route Regional Transit Services.

The purpose of this item is to enter into agreements with Transfort’s FLEX Partners whereby the parties will contribute funds toward the operating cost of the FLEX regional bus route that travels from Fort Collins, through Loveland, Berthoud, and Longmont, to Boulder. Each entity contributes a percentage of funds based on the ridership in each jurisdiction. The FLEX Partners will further the goals of regional connectivity through transit.
• STAFF REPORTS

A. Mail Creek Stream Rehabilitation Project (staff: Jason Stutzman)

City Manager Atteberry stated the Mail Creek stream rehabilitation project supports Council’s priorities around stormwater and river health as a holistic approach to enhancing our urban stream corridors.

Jason Stutzman, Utilities Project Manager, commented on the location of this recently completed rehabilitation project and discussed the issues that made this a priority project, including severe erosion, high-discharge flows, and tall vertical banks. He stated the primary goals for the project were to stabilize the channel banks to handle surging flows, preserve as much of the existing vegetation as possible, replace the existing grid control structures to promote native fish passage and improve aquatic riparian habitats, and to develop relationships and buy-in from adjacent neighbors on these goals.

Stutzman detailed the construction process and showed photos of the project, which was complete in early March of 2020. He noted the project was finished under budget and ahead of schedule with high levels of public support.

Councilmember Pignataro commended the work on the project.

Mayor Pro Tem Cunniff commended the project and thanked staff and Council for prioritizing this work.

Councilmember Gutowsky commended the project and asked about the total timeline. Stutzman replied the work started in mid-November 2019 with a scheduled end near the end of April 2020; however, that was accelerated to be complete by the first week of March.

City Manager Atteberry commended Stutzman on his highly effective project management and leadership.

B. Recognizing Lucinda Smith, Director Of Environmental Sustainability, as a Recipient of the Thomas W. Zosel Outstanding Individual Achievement Award for Clean Air Excellence.

City Manager Atteberry announced Lucinda Smith, Director of Environmental Sustainability, was awarded the Thomas W. Zosel Outstanding Individual Achievement Award for Clean Air Excellence by the United States Environmental Protection Agency on January 12. He stated she received the award for her career dedicated to working on environmental programs at the municipal level. He noted Smith started her work to implement air quality and climate action programs in Fort Collins in 1996 and she will retire later this year.

Smith commented on the honor of receiving this award and stated it illustrates the long commitment to environmental sustainability Fort Collins has had. She thanked City Manager Atteberry for his kind words and commended the team with which she has worked over the years.

Mayor Pro Tem Cunniff commended Smith on her professionalism, resourcefulness, and compassion and stated she will be missed.

Mayor Troxell commended Smith on her creative and innovative programs that have distinguished Fort Collins.
City Manager Atteberry stated Smith is the quintessential example of civility in local government.

- **COUNCILMEMBER REPORTS**

Councilmember Gutowsky reported on the Library’s Story Stroll program that runs through the end of the month.

Councilmember Pignataro reported on the Empty Bowls event benefitting the Food Bank and the Women Give luncheon. She also reported on the Colorado Municipal League legislative review session.

Councilmember Summers discussed the ongoing mental health crisis that has resulted from the pandemic.

Mayor Troxell reported Jake Sherlock’s CSU journalism class is joining the meeting via Zoom. He also reported on a visit to the new joint police training facility during which he and others executed the ‘first shot’ at the facility. He announced an upcoming strategy and operational planning session for the Northern Colorado Regional Airport.

- **DISCUSSION ITEMS**

9. **First Reading of Ordinance No. 028, 2021, Making Supplemental Appropriations for Year 2 of the Home2Health Project. (Adopted on First Reading)**

   The purpose of this item is to complete the second and final appropriation of unanticipated grant revenue in the amount of $363,513 awarded by the Colorado Department of Public Health and Environment (CDPHE) through its Health Disparities Grant Program (HDGP). In 2019, Fort Collins was awarded a reimbursable grant of $795,657 from CDPHE to support the Home2Health initiative. The first appropriation of $397,828 was approved on consent via Ordinance No. 090, 2019.

   *This item is listed on discussion to allow Councilmember Gorgol to recuse herself.*

   (Secretary’s Note: Councilmember Gorgol withdrew from the discussion of this item due to a conflict of interest.)

   Mayor Pro Tem Cunniff made a motion, seconded by Councilmember Potyondy, to adopt Ordinance No. 028, 2021, on First Reading.

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<tr>
<th>RESULT: ORDINANCE NO. 028, 2021 ADOPTED ON FIRST READING [6 TO 0]</th>
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<tbody>
<tr>
<td>MOVER: Ross Cunniff, District 5</td>
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<tr>
<td>SECONDER: Melanie Potyondy, District 4</td>
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<tr>
<td>AYES: Pignataro, Potyondy, Gutowsky, Summers, Troxell, Cunniff</td>
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<td>RECUSED: Gorgol</td>
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   (Secretary's Note: The Council took a brief recess at this point in the meeting.)

10. **First Reading of Ordinance No. 033, 2021 Adopting the Housing Strategic Plan as an Element of the City’s Comprehensive Plan. (Adopted as Amended on First Re)**

   The purpose of this item is to consider adoption of the Housing Strategic Plan and highlight key implementation steps post-adoption.

   Jackie Kozak-Thiel, Chief Sustainability Officer, discussed the Council goals and priorities that led to the formation of the Housing Strategic Plan.
Lindsay Ex, Interim Housing Manager, stated this work has been a critical advancement of the City’s strategic objectives and Council’s priority for affordable and achievable housing strategies. She noted this work advances key action items from City Plan, including the need to create more opportunities for housing choices and to improve access to housing. Ex outlined the eight-step process that was used to develop the Housing Strategic Plan and noted the grounding vision is that everyone has healthy, stable housing they can afford.

Meaghan Overton, Senior Planner, outlined the public participation, including Boards and Commissions input, that has occurred since the draft Plan was released in mid-January. She detailed the ways in which that input has changed the final Plan that is being presented for adoption. Overton discussed last week’s ad hoc committee meeting and analysis of the Plan.

In terms of immediate next steps, Overton stated a community summit is planned for the spring which will inform the development of the overall implementation plan, which will be presented to Council this summer. Additionally, Overton noted Land Use Code changes are on this agenda and staff is proposing a two-year implementation cycle that begins with assessing progress, reevaluating priorities, and finishing with a design summit.

Caryn Champine, Director of Planning, Development, and Transportation, discussed important dates moving forward.

John Elder thanked staff for their work on the Plan. He expressed concern about the deed restriction tool stating it is difficult to target the housing subsidy to those who really need it. He also stated deed restrictions create a binding price ceiling. He suggested the calculations on affordability in the Plan should be standardized.

Joe Rowan congratulated staff on their work on the Plan and expressed appreciation for the way in which input was sought and incorporated.

Emily Gallishotte thanked staff for forming the Plan. She expressed support for a reform of the You Plus Two ordinance and for exploring the option of a mandated rental license and registry program. She encouraged Council or staff to edit the Plan to recognize the impact the failed healthcare system has on one’s ability to pay for housing.

Rich Shannon, Colorado Foundation for Universal Healthcare, discussed the healthcare policy statement adopted by Council in 2019 and stated the fact that the current healthcare system does not allocate the cost of healthcare proportionally to individuals’ ability to pay is one of the main reasons so many people in the community do not have more income available to pay for housing. He suggested the Plan include an eighth challenge related to the high cost of healthcare reducing disposable income that could be used for housing.

Paul Anderson stated the You Plus Two ordinance is not a barrier to affordable housing and stated there are ramifications to eliminating it such as giving investor landlords incentive to buy larger homes, putting more pressure on single families attempting to rent a home, and reducing the incentive to build student housing apartment complexes. He stated You Plus Two provides a good balance for neighborhoods.

Sara Rossiter requested acceleration of You Plus Two reform particularly given the pandemic. She also questioned how the City weighs its investment in and responsibility to provide safe,
healthy housing everyone can afford for people who already live in Fort Collins versus those who aspire to live here.

Jerry Gavaldon commended staff on the Plan and stated deed restrictions can work if properly applied. He also stated You Plus Two should remain intact.

Mayor Troxell asked about deed restrictions versus Section 8 housing. Ex replied deed restriction and affordable housing subsidies are important steppingstones for community members who may be moving from a rental into a first home ownership opportunity.

Mayor Troxell asked staff to comment on healthcare costs in the context of the report. Ex replied staff received several comments on possibly amending the Plan to reflect the reality of the cost of healthcare. She noted staff has prepared some changes if Council would like to consider those.

Mayor Troxell asked about the recent changes to Denver’s rental housing limits. Overton replied Denver opted to allow an expansion of the number of unrelated people that can live together, up from three. Champine noted the original proposal was for eight unrelated people; however, the adopted language allows for five unrelated people.

Mayor Troxell commented on the impact of historic preservation regulations on housing affordability. He questioned whether the Secretary of Interior historic preservation guidelines take precedent over the Land Use Code, which he stated he would oppose. Overton replied staff would want to ensure the Land Use Code and other regulations work together to help achieve affordability goals. Champine replied the Secretary of Interior establishes the criteria by which properties are evaluated for preservation and those standards and the Land Use Code are integrated and work together to address historic preservation. She stated she would not characterize one as preempting the other.

Mayor Pro Tem Cunniff suggested not making any changes to the You Plus Two ordinance until Denver’s changes can be observed. He also commented on having a similar experience to Mr. Anderson in his neighborhood. He suggested implementing a way people could streamline the process for extra occupancy rentals and commented on the expansive definition of ‘family’ in the Code. He commended the Plan but cautioned against making sweeping changes. He noted a deliberate choice about the inclusion of the Secretary of Interior standards related to historic preservation has been made and a future Council could change it. He supported moving forward with rental licensing and stated he believes safeguards can be put in place to address issues with deed restrictions as it can be a valuable tool.

Councilmember Summers expressed support for the Plan and agreed the extra occupancy process should be made simpler. He supported some type of You Plus Two reform and questioned how many landlords rent by the room. He also opposed rental licensing stating it does not solve any issues.

Councilmember Potyondy thanked staff for their hard work on the Plan. She stated there are legitimate situations wherein flexibility with You Plus Two makes sense. She suggested strengthening systems should address issues in neighborhoods where rentals occur.

Councilmember Gorgol thanked staff for their work on the Plan and noted it only includes language around having a conversation about You Plus Two, which would be a one- to two-year process. She commended the report as helping to provide more stability for renters.
Councilmember Pignataro thanked staff for the intentionality of the Plan and noted there will be negatives and positives about any changes. She asked about the calculations of affordability mentioned by Mr. Elder. Overton replied there were two different down payment calculation assumptions used in the Plan and making those consistent can occur prior to Second Reading.

Councilmember Pignataro commended staff on their work to incorporate feedback and supported the two-year implementation timeline.

Councilmember Gutowsky commended staff on their work and expressed appreciation for immediate and future strategies.

Mayor Pro Tem Cunniff stated rental licensing is intended to be more than a record of who owns properties. He stated it is a way for the City to get a handle on health and safety concerns as well as provide tools to address nuisance properties.

Mayor Pro Tem Cunniff made a motion, seconded by Councilmember Gorgol, to adopt Ordinance No. 033, 2021, on First Reading.

Mayor Pro Tem Cunniff stated he would like to see staff’s changes related to healthcare costs to determine whether they should be included. Ex replied staff identified two areas of the Plan wherein the impact of healthcare costs, which is part of the Legislative Policy Agenda, could be integrated: recognizing the high cost of healthcare in the introduction and within strategy 5 that seeks to advocate for housing-related legislation at state and federal levels. She outlined the proposed language.

Mayor Troxell suggested just recognizing healthcare costs in the introduction and stated the two places identified seem appropriate.

Mayor Pro Tem Cunniff stated he would consider those amendments as friendly.

Councilmember Gorgol noted there are other cost issues that may affect one’s ability to afford housing and are also part of the adopted Legislative Policy Agenda, including childcare.

Councilmember Summers agreed there are many costs facing families and questioned whether it is necessary to include those details.

Councilmember Gorgol accepted the language related to healthcare as being friendly.

Councilmember Pignataro supported the proposed changes as they speak to connecting housing to the adopted Legislative Policy Agenda in a holistic manner.

Councilmember Potyondy supported language changes related to healthcare and childcare as they are both part of the Legislative Policy Agenda.

Mayor Pro Tem Cunniff and Councilmember Gorgol accepted language changes related to including childcare expenses as also being a significant barrier for families as being a friendly amendment.

Mayor Pro Tem Cunniff commended the Plan and stated it adds significant tools that can be used to achieve goals related to affordable and attainable housing.
Councilmember Gorgol commended the Plan and its incorporation of community feedback.

Mayor Troxell commended the Plan and stated it provides a good basis for housing goals over the next few years.

RESULT:

ORDINANCE NO. 033 ADOPTED AS AMENDED ON FIRST READING
[UNANIMOUS]

MOVER: Ross Cunniff, District 5
SECONDER: Emily Gorgol, District 6
AYES: Pignataro, Gorgol, Potyondy, Gutowsky, Summers, Troxell, Cunniff

11. Second Reading of Ordinance No. 026, 2021, Amending Chapter 12 of the Code of the City of Fort Collins to Establish Regulations Regarding Disposable Bags and Mitigation of Other Sources of Single Use Plastic Pollution, (Adopted as Amended on Second Reading)

This Ordinance, adopted on First Reading by a vote of 5-2 (Nays: Troxell, Summers), regulates the distribution of disposable bags and future mitigation of other sources of single-use plastic pollution (the “Disposable Bag Ordinance”). Changes to the Ordinance made by Council on First Reading are included in the Ordinance attached for Second Reading.

In addition to the changes made by Council to the Ordinance on First Reading, the following changes to the Ordinance have been made since first reading to improve clarity:

- Section 12-301 Definitions: The definition of “large grocer” has been changed to refer to “at least four of the following typical grocery departments,” instead of “all of the majority of the following typical grocery departments.”

- Section 12-301 Definitions: The definition of “waste reduction program” has been changed to include as part of subpart 7, added during first reading deliberations, the highlighted clarification as follows: “providing assistance to members of the public in need of assistance to access and use reusable bags and to enable and facilitate knowledge about and participation in waste reduction programs and strategies”.

The Disposable Bag Ordinance:

- Prohibits distribution of disposable plastic bags by large grocers to customers at point-of-sale and imposes a $0.12 fee on disposable paper bags distributed by large grocers to customers at point-of-sale;

- Allocates the $0.12 fee equally between the vendor and the City, with the City’s share of the fee being committed to support the City’s plastic pollution mitigation and solid waste and litter reduction program (the “Waste Reduction Program”) as defined, and the vendor share being committed to pay the vendor’s cost to implement the disposable bag fee program and encourage customer use of disposable bags;

- Includes an exemption from the bag fee for low-income customers; and

- Expressly reserve’s Council authority and states Council’s intent to make future modifications to address stakeholder input or unforeseen circumstances, regulate single-use plastic items in addition to disposable plastic bags, and extend regulations to other vendors in the City.

City Attorney Daggett outlined the Ordinance wording changes that have occurred since First Reading.

Molly Saylor, Sustainability Services, noted addressing plastics pollution is a Council priority and the proposed Ordinance aligns with strategic objectives around achieving zero waste goals and around maintaining and improving the health of the Poudre River. She discussed key details of the Ordinance and outlined possible changes that could be made, including removing the section...
affirming Council’s right to make changes to the items covered or to the types of retailers impacted as that right is maintained regardless, and making the ordinance contingent upon the repeal of the state preemption.

Leif Youngs supported the plastic bag ban and fee but expressed concern with the exemption of small grocers and those who do not have the ability to pay. He stated exemptions should not exist as reusable bags are easy to come by.

Emily Gallishotte opposed the proposed ordinance due to equity and justice concerns. She stated there are community members for whom plastic is the only option due to mobility or disability issues. She stated the Be Our Guest policy should apply to plastic bags as well as paper.

Rich Stave expressed concern the Ordinance is too complex and questioned why certain grocers are exempt. He also questioned the fee structure stating the City should not be collecting taxes to turn over to private corporations. He stated the City should not be profiting from this.

Councilmember Potyondy expressed support for the plastic bag ban but agreed having a plastic option may be a good idea.

Councilmember Pignataro noted there are many options other than paper or plastic for holding groceries and requested Saylor address the fee structure per Mr. Stave’s comments. Saylor replied the twelve cent paper bag fee, which was established through the fee study, would be split 50/50 between the City and the grocer and plans will be made for the fee revenue with grocers to better understand their costs and address solutions. She stated the City’s portion of the fee will allow for recovery of both direct and systems costs.

Councilmember Pignataro expressed support for the flexibility provided in the Ordinance.

Councilmember Summers asked how the twelve-cent fee was determined and stated it will have to be raised if the program is successful and people start using reusable bags rather than paying for paper bags. Saylor discussed the fee study and cost recovery plan, starting with the most direct costs and expanding to systems costs. She stated the twelve-cent fee is the minimum staff believes would cover the first direct costs. She also noted the common range for other communities that have enacted a fee is between ten and twenty cents.

Councilmember Summers questioned the $260,000 cost of administering the program and stated it would make more sense to start the fee at ten cents and increase it if necessary. He expressed support for making the ordinance contingent upon the repeal of the state preemption.

Mayor Troxell also expressed support for making the ordinance contingent upon the repeal of the state preemption.

Councilmember Pignataro asked what would need to happen for the state to challenge a municipality on the preemption. City Attorney Daggett replied the likely sequence of events would be the City taking enforcement action against a grocer subject to the ordinance who then would challenge the City’s authority to have the provision in place.

Councilmember Summers noted grocers could technically file a lawsuit tomorrow if desired should this ordinance pass on Second Reading.
Councilmember Gorgol asked about the possibility of including an ‘ask for plastic’ option for a year as a transition. City Attorney Daggett replied the ordinance includes language that recognizes there may be a need to refine and evaluate issues related to exceptions or handling of certain circumstances.

Councilmember Gutowsky asked about the provisions made for low-income consumers. City Attorney Daggett discussed the relevant provisions of the ordinance that address exemptions.

Councilmember Gutowsky expressed concern about the dignity effects of having to prove need for a fee exemption. She suggested having reusable bags available to all as an alternative.

Mayor Pro Tem Cunniff made a motion, seconded by Councilmember Pignataro, to adopt Ordinance No. 026, 2021, on Second Reading.

Mayor Troxell made a motion, seconded by Councilmember Summers, to amend the motion to make the ordinance contingent upon repeal of the state preemption.

City Attorney Daggett outlined the proposed language that relates to making the ordinance contingent upon repeal of the state preemption.

Mayor Troxell stated the contingency is essential to keep the City from being culpable of knowingly passing an ordinance that violates state statute.

Mayor Pro Tem Cunniff noted it is unclear whether the Colorado Legislature statement preempts other provisions of the Colorado Constitution about home rule cities; therefore, he disagreed with the assertion passing this ordinance would knowingly violate state law.

Councilmember Summers noted the sponsors of the bill to repeal the preemption feel that current bag fee ordinances are in violation of state law.

Councilmember Pignataro requested legal input regarding the varying interpretations of the state law and stated she would not support the amendment. City Attorney Daggett replied there is a statute that prohibits local governments from regulating plastic products and containers and there is a widely held belief that the statute prohibits local governments from enacting the kind of ban that is in this ordinance. However, there is some difference of opinion and there are some arguments to be made, such as the question as to whether this is a matter of state-wide concern, a question about the intended scope of the list of kinds of activities that are prohibited in the statute, and there are a few municipalities that have adopted plastic bag bans in the face of the existing statute.

Councilmember Summers requested more context as to the depth of discussion and context of City Attorney Daggett’s statements. City Attorney Daggett replied there has been discussion over a few years in the municipal law community about this statutory provision and whether it precludes cities from taking this kind of action.

The vote on the motion to amend was as follows: Yeas: Summers and Troxell. Nays: Cunniff, Gorgol, Pignataro, Potyondy and Gutowsky.

THE MOTION FAILED.
Mayor Pro Tem Cunniff requested City Attorney Daggett explain a suggested language amendment to subsection 7. City Attorney Daggett replied she worked with staff to rework the subsection so it takes a broader approach to the concept of providing assistance. She provided a list of items that could be included in the City’s waste reduction program to further the objectives and that list would include assisting members of the public who face barriers to participation to support widespread inclusion and participation in waste reduction programs and strategies.

Councilmember Summers noted the voters will ultimately make this decision and stated he does not have a problem with the desired approach; however, he stated the EPA estimates plastic bags represent 0.3% of landfill waste. He noted citizens were not asked if they already use reusable bags and commented they have been readily available for years. He stated he believes there is a better way to reach the desired outcome and expressed disappointment the City has not had a more effective community outreach campaign about not using plastic bags.

Councilmember Poitondy noted the choice that is healthier systemically is not always the easier choice, and to enact behavior change, the better choice needs to be made easier. She stated this change will help people to enable the habit of using reusable bags.

Mayor Pro Tem Cunniff and Councilmember Pignataro accepted the language mentioned by City Attorney Daggett related to subsection 7 as a friendly amendment to the main motion. Councilmember Pignataro stated she would support eliminating Section 12-307(B) to reduce redundancy, as was outlined in the Council packet. Mayor Pro Tem Cunniff stated he would accept amendment to subsection 7 as a friendly amendment to the main motion.

Councilmember Summers noted he is concerned about providing any incentive that would very quickly modify behavior.

Councilmember Summers stated not providing any incentive would make it more difficult to pass the voters. He noted this would be a compelling argument for the state legislature, but is about regulating big businesses. He noted regulation does not regulate individual behavior, but is about regulating big businesses. He noted this desire to reduce plastic pollution through these new items did not come from the voters. He stated this amendment would help to reduce plastic pollution, though they may not agree on how to get there. He stated this amendment would be a compelling argument for the state legislature if passed by the voters.

Support widespread inclusion and participation in waste reduction programs and strategies. Support widespread inclusion and participation in waste reduction programs and strategies.

Mayor Pro Tem Cunniff and Councilmember Poitondy noted they have been readily available for years. He stated the citizens were not asked if they already use reusable bags and that is a problem. He stated the EPA estimates plastic bags represent 0.3% of landfill waste. He noted citizens were not asked if they already use reusable bags and that is a problem. He stated the EPA estimates plastic bags represent 0.3% of landfill waste. He noted citizens were not asked if they already use reusable bags and that is a problem.

Councilmember Summers noted the voters will ultimately make this decision and stated he does not have a problem with the desired approach to the concept of providing assistance. She provided a submission in support of subsection 7. City Attorney Daggett explained she worked with staff to rework the language mentioned to subsection 7.
Motion to Suspend the Rules to Continue Past 10:30 PM.

Mayor Pro Tem Cunniff made a motion, seconded by Councilmember Gutowsky, to suspend the rules to continue past 10:30 PM to consider the remaining agenda items.

RESULT: MOTION ADOPTED [UNANIMOUS]
MOVER: Ross Cunniff, District 5
SECONDER: Susan Gutowsky, District 1
AYES: Pignataro, Gorgol, Potyondy, Gutowsky, Summers, Troxell, Cunniff

12. Resolution 2021-023 Referring Ordinance No. 026, 2021, Amending Chapter 12 of the Code of the City of Fort Collins to Establish Regulations Regarding Disposable Bags and Mitigation of Other Sources of Single Use Plastic Pollution to a Vote of the Registered Electors of the City at the Next Regular Municipal Election on April 6, 2021. (Adopted as Amended)

The purpose of this item is to refer Ordinance No. 026, 2021 to the voters at the April 2021 regular municipal election.

Any protest of the proposed ballot language must be submitted on the Notice of Protest form located at https://www.fcgov.com/elections/ballot-title-protest and received no later than Tuesday, February 16, 2021, at 9:00 a.m. (due to the President’s Day holiday). The protest(s) shall be heard, considered, and resolved by Council prior to adoption of any Resolution that is the subject of a protest. If protests are received, copies will be included in Council’s “Read-before” packet provided the day of the meeting.

Martha Zook suggested the possibility of crediting those who bring in reusable bags rather than charging for non-reusable bags.

Rory Heath concurred with Ms. Zook’s comment and stated rewarding citizens for good behavior is a better option.

Tom Farnsworth stated plastic bags are recyclable and requested ballot measures be given alphanumeric identifiers.

Mayor Pro Tem Cunniff asked if the ordinance gives Council the ability to implement programs such as a refund for reusable bags, should the ordinance be approved by voters. City Attorney Daggett replied in the affirmative.

Mayor Pro Tem Cunniff requested input as to the City Code provisions related to the ordering and titling of ballot measures. City Attorney Daggett noted the City Charter describes the process for the expectations around titling of ballot measures and she described the historic process. City Clerk Coldiron outlined the required order of items on the ballot.

City Attorney Daggett stated there is no prescribed way of handling ballot measure numbering in the City’s provisions; however, there are rules in state elections. She suggested having a more systematic approach to number or lettering could be beneficial to consider.

City Attorney Daggett noted there is a required change to this submission clause due to the change that was made to the ordinance.

Mayor Pro Tem Cunniff expressed concern that numbering or lettering ballot initiatives could appear as electioneering.
Mayor Pro Tem Cunniff made a motion, seconded by Councilmember Pignataro, to adopt Resolution 2021-023.

City Attorney Daggett presented the necessary language change to address the section that was eliminated due to a friendly amendment in the adoption of the ordinance. Mayor Pro Tem Cunniff and Councilmember Pignataro accepted the amendment as friendly.

Councilmember Summers questioned whether the language relates only to plastic bags and large retailers or whether it allows for future Councils to ban all things plastic.

Mayor Pro Tem Cunniff commented on the use of the paper bag fee being to mitigate other sources of single-use plastic pollution, which is why the title language is written as it is.

City Attorney Daggett noted the ordinance will be subject to voter approval and does not mean Council’s hands are completely tied from a legal standpoint, but that Council is requesting voter input on the issue.

The vote on the motion was as follows: Yeas: Cunniff, Pignataro, Gorgol, Gutowsky, Summers and Potyondy. Nays: Troxell.

RESULT: REASON 2021-023 ADOPTED AS AMENDED [6 TO 1]
MOVER: Ross Cunniff, District 5
SECONDER: Julie Pignataro, District 2
AYES: Pignataro, Gorgol, Potyondy, Gutowsky, Summers, Cunniff
NAYS: Troxell

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

13. Resolution 2021-024 Amending Resolution 2020-105 to Revise, as Ordered by the Larimer County District Court, the Citizen-Initiated Ordinance and Its Ballot Title and Submission Clause Concerning the Hughes Stadium Property and to Submit them to a Vote of the Registered Electors of the City at the Regular Municipal Election on April 6, 2021. (Adopted)

The purpose of this item is to amend Resolution 2020-105, adopted by Council on November 17, 2020 (Resolution 105), to revise, as recently ordered by the Larimer County District Court (District Court), the citizen-initiated ordinance (Initiated Ordinance) and its ballot title and submission clause (Ballot Measure) the Council provisionally and conditionally submitted in Resolution 105 to the City’s registered electors concerning the Hughes Stadium Property at the April 6, 2021 election. Resolution 105 provisionally and conditionally submitted the Initiated Ordinance and Ballot Measure so that some of the provisions in them could be reviewed by the District Court for its determination whether some of the provisions were administrative matters not properly subject to a citizen initiative under the Colorado Constitution and City Charter. On February 3, 2021, the District Court issued its order determining some of the Initiated Ordinance’s provisions are administrative and must be severed from the Ordinance. On February 7, 2021, the District Court issued its second order setting the wording of the Ballot Measure to be consistent with the Court’s February 3rd order.

This Resolution 2021-024 amends Resolution 105 by revising the Initiated Ordinance and Ballot Measure as ordered by the District Court and submits them as so revised to a vote of the City’s registered electors at the regular municipal election on April 6, 2021.

Any protest of the proposed ballot language must be submitted on the Notice of Protest form located at https://www.fcgov.com/elections/ballot-title-protest and received no later than Tuesday, February 16, 2021, at 9:00 a.m. (due to the President’s Day holiday). The protest(s) shall be heard, considered, and resolved by Council prior to adoption of any Resolution that is the subject of a protest. If protests
are received, copies will be included in Council’s “Read-before” packet provided the day of the meeting. However, since the District Court has ordered the specific wording to be used for the Ballot Measure, the Ballot Measure cannot be further revised without the District Court’s consent.

City Clerk Delynn Coldiron provided a review of the process to this point and noted the City received notice on February 3rd regarding its declaratory judgement action request that the citizen-initiated ballot language regarding the requirement for the Hughes Stadium property to be purchased by the City should be retained. The Judge also ordered that sections 5, 6, and 7 of the citizen-initiated ordinance should be removed as those items were considered administrative. On February 7, the judge issued an additional order that provided a modification to reflect that the City did not concede that the requirement for the City to purchase the property is legislative; however, he decided that language should remain on the ballot and determined the ballot title and submission clause that should be used.

City Clerk Coldiron stated Council will consider a resolution to adopt the revised initiated ordinance removing sections 5, 6, and 7, and the revised ballot title and submission clause. She noted no protests were received; therefore, the language remains as presented per the order of the court.

Tom Farnsworth noted Council has the responsibility to support and enhance democracy in Fort Collins and not diminish it. He stated assigning an alpha-numeric identifier to each ballot measure would aid in this effort.

Martha Zook stated the election web page still does not display the proposed citizen-initiated ordinance related to the former Hughes Stadium property. She also suggested alpha-numeric identifiers should be provided for each ballot measure.

Rory Heath agreed with Ms. Zook and requested alpha-numeric identifiers be assigned to each ballot measure.

Sara Rossiter thanked Council for their work and noted it was not possible to assign a number to the initiative until this evening; however, she encouraged that to occur. She commented on the importance of the democratic process and encouraged Council to adopt this resolution without contest.

Joe Rowan stated Council choosing to refer the measure to the electorate shows an appalling level of arrogance and duplicity. He stated the resources that would be required to purchase this land, which the Natural Resources Director has stated is not valuable, could be otherwise used to address affordable housing needs.

Mary Alice Grant supported sending this initiative to the citizens for a vote and encouraged the assignment of an alpha-numeric identifier to the measure.

Melissa (no last name given) requested Council not appeal the recent ruling by the judge to include the acquisition language in the Hughes initiative. She also requested Council adopt a resolution agreeing to not appeal the ruling before or after the election.

Eric Sutherland stated the circumstances around the Hughes property and how it might be developed and zoned provide evidence of a complete catastrophic failure and immeasurable incompetence of planning staff. He also stated he believes the court has erred in its interpretation of the Charter.
Mayor Pro Tem Cunniff noted Council does not have the discretion to not refer this to the ballot and, if the measure is adopted by the voters, the City has no choice but to zone the land Public Open Lands and pursue purchase from Colorado State University. City Attorney Daggett replied that characterization is correct.

Mayor Pro Tem Cunniff asked about the practice of providing guidance to petitioners regarding legislative versus administrative matters. City Attorney Daggett replied her staff tries to avoid providing legal advice to petitioners but stated she did have some interactions with the attorney for the PATHS group in the summer and noted the acquisition piece of the petition came as somewhat of a surprise as it was not included in those interactions.

Mayor Pro Tem Cunniff asked if it would be possible to create a document for petitioners in the future outlining administrative versus legislative matters. City Attorney Daggett replied the City Clerk’s Office has guidelines addressing the initiative process and that could be included there.

Mayor Pro Tem Cunniff noted the reason this item did not receive a ballot number is because that is not the practice related to citizen-initiated ordinances. He suggested it could be considered by a future Council but stated it is inappropriate for the practice to change prior to this election.

Councilmember Gorgol requested additional input regarding the City’s litigation efforts. City Attorney Daggett replied the City explored who it was required to name in the declaratory judgement action to have as little impact as possible. Deputy City Attorney John Duval stated the City’s Charter has a provision related to naming the petition representatives as being the proper parties for making any decisions about the petition. The declaratory judgement was sought to determine the legal issue of whether certain parts of the initiated ordinance were administrative or not.

Councilmember Pignataro stated the Election Code Committee will work to address the alphanumeric identifier issue. She noted there is a great deal of passion around this issue and it should not be difficult to find on the ballot, but it will be addressed for user friendliness.

Mayor Pro Tem Cunniff made a motion, seconded by Councilmember Gutowsky, to adopt Resolution 2021-024.

Mayor Troxell stated he would support the motion and commented on the history of the zoning issue on the property. He noted the property is owned by a state entity and is not under the jurisdiction of the City. He stated the result of the election may not matter as there may be an unwilling property seller. He also noted the property has not been a priority to purchase by the Open Space Program and its reclamation would likely cost millions. Regarding the proposal for the property, he stated it meets the City’s goals of affordable housing, a transit hub, and others. He encouraged citizens to oppose the ballot measure.

Mayor Pro Tem Cunniff disagreed with the Mayor that there is an unbounded price and suggested resources could be pooled or a land swap could be considered. He also noted the zoning question, which is still pending, could be determined by the outcome of the ballot measure. He encouraged voters to use their judgement and vote accordingly.
CONSIDERATION OF CITIZEN-PULLED CONSENT ITEMS

14. **First Reading of Ordinance No. 034, 2021, Appropriating Prior Year Reserves for Phase One of the Land Use Code Update to Reorganize the Land Use Code and Complete Housing Revisions as an Implementation Action Recommended in City Plan (2019) and the Housing Strategic Plan (2021), (Adopted)**

The purpose of this item is to request an off-cycle general fund appropriation in the amount of $290,000 for Phase 1 of the Land Use Code (LUC) update. This appropriation will enable staff to draft critical LUC changes and complete a code reorganization that will implement City Plan, implement the Housing Strategic Plan and a quicker win identified by the Ad Hoc Housing Committee, improve housing supply and affordability in Fort Collins, and consolidate, simplify, and increase the user-friendliness of the LUC. Project funding will be supplemented by $60,000 of grant funds received for the Home2Health initiative for a total project budget of $350,000. The Council Finance Committee reviewed this appropriation request at its January 25, 2021 meeting and indicated support for consideration by the full Council.

Eric Sutherland stated the City systematically disregards the Land Use Code and citizens have no advocacy or support in vindicating their rights under the Code. He stated the Planning Department operates as a concierge service for developers and making Land Use Code updates is meaningless.

Mayor Pro Tem Cunniff made a motion, seconded by Councilmember Gutowsky, to adopt Ordinance No. 034, 2021, on First Reading.

OTHER BUSINESS

Mayor Troxell noted the Leadership Planning Team will begin discussions around a legal defense fund for immigrants.

Mayor Troxell requested and received Council support to direct the City Manager to examine the impact of historic preservation requirements on affordable housing. Councilmember Pignataro stated that information could fit into the Housing Strategic Plan.

Councilmember Pignataro requested clarification regarding the types of memos sent by staff. City Manager Atteberry replied he does not believe there is a chronic issue; however, he noted clarity matters a great deal. He stated he typically sends three types of memos: (1) a for-your-information type; (2) an indication staff is moving forward with an action; and (3) a request for additional clarity from Council. He will review the memo in question and discuss the matter with the Executive Team.

Mayor Pro Tem Cunniff commented on the tracking of Other Business items and suggested that may help with the memo issue.
Mayor Troxell noted individuals can take positions on ballot issues; however, the City as an organization cannot.

- **ADJOURNMENT**

  Consideration of a motion to adjourn this meeting to 6:00 p.m. on Tuesday, February 23:

  Mayor Pro Tem Cunniff made a motion, seconded by Councilmember Gutowsky, that Council adjourn this meeting to 6:00 p.m. on Tuesday, February 23, to consider a Resolution approving Ethics Opinion 2021-01 and such other business that may come before the Council.

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<thead>
<tr>
<th>RESULT:</th>
<th>MOTION ADOPTED [UNANIMOUS]</th>
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</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>Ross Cunniff, District 5</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Susan Gutowsky, District 1</td>
</tr>
<tr>
<td>AYES:</td>
<td>Pignataro, Gorgol, Potyondy, Gutowsky, Summers, Troxell, Cunniff</td>
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</tbody>
</table>

The meeting adjourned at 11:56 PM.

______________________________  
Mayor

ATTEST:

_____________________________
City Clerk
February 23, 2021

COUNCIL OF THE CITY OF FORT COLLINS, COLORADO

Council-Manager Form of Government

Adjourned Meeting – 6:00 PM

(Secretary’s Note: Due to the COVID-19 crisis and state and local orders to remain safer at home and not gather, all Councilmembers, staff, and citizens attended the meeting remotely, via teleconference.)

● ROLL CALL

PRESENT: Pignataro, Gorgol, Potyondy, Gutowsky, Summers, Troxell, Cunniff
STAFF: Atteberry, Daggett, Coldiron

● DISCUSSION ITEMS


The purpose of this item is proposed adoption by Council of Ethics Opinion No. 2021-01 of the Ethics Review Board providing an advisory opinion to Councilmember Melanie Potyondy in response to her request related to possible conflicts of interest.

(Secretary’s Note: Councilmember Potyondy withdrew from the discussion of this item due to a conflict of interest.)

City Attorney Daggett stated the purpose of this item is to consider Resolution 2021-025, which would approve Ethics Opinion No. 2021-01 providing an advisory opinion to Councilmember Potyondy in response to her request related to possible conflicts of interest regarding her employment as a psychologist at Poudre School District and regarding her husband’s employment in the City Attorney’s Office. City Attorney Daggett outlined the Ethics Review process and conflict definitions. She stated the Ethics Review Board for this decision consisted of Mayor Troxell and Councilmembers Summers and Pignataro and Greeley City Attorney Doug Marek assisted the Board and prepared the portions of the ethics opinion that relate specifically to the City Attorney’s Office.

City Attorney Daggett outlined the summary of conclusions stating the Board found there would only potentially be rare conflicts for Councilmember Potyondy on both matters. Additionally, the Board also found that there was not a need to move forward with preparing a conflict management plan at this time.

Mayor Troxell stated he feels very comfortable with the Board’s decision.

Mayor Pro Tem Cunniff made a motion, seconded by Councilmember Summers, to adopt Resolution 2021-025.

Mayor Troxell thanked Councilmember Potyondy for requesting this opinion.
RESULT: ADOPTED [6 TO 0]
MOVER: Ross Cunniff, District 5
SECONDER: Ken Summers, District 3
AYES: Pignataro, Gorgol, Gutowsky, Summers, Troxell, Cunniff
RECUSED: Potyondy

• OTHER BUSINESS
Mayor Pro Tem Cunniff implored city residents to continue to pay attention to health directives and he noted wastewater testing is indicating an increased number of COVID infections.

• ADJOURNMENT
The meeting adjourned at 6:16 PM.

________________________________________
Mayor

ATTEST:

________________________________________
City Clerk
AGENDA ITEM SUMMARY  
City Council  
March 16, 2021

STAFF

Lawrence Pollack, Budget Director  
John Duval, Legal

SUBJECT


EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on March 2, 2021, adopts to reappropriate monies in 2021 that were previously authorized by Council for expenditures in 2020 for various purposes. The authorized expenditures were not spent or could not be encumbered in 2020 because:

- There was not sufficient time to complete bidding in 2020 and therefore, there was no known vendor or binding contract as required to expend or encumber the monies; or

- The project for which the dollars were originally appropriated by Council could not be completed during 2020 and reappropriation of those dollars is necessary for completion of the project in 2021.

Additionally, there may have been sufficient unspent dollars previously appropriated in 2020 to carry on programs, services, and facility improvements in 2021 for those specific purposes.

In the above circumstances, the unexpended and/or unencumbered monies lapsed into individual fund balances at the end of 2020 and reflect no change in Council policies.

Monies reappropriated for each City fund by this Ordinance are as follows:

- General Fund $912,543
- Keep Fort Collins Great Fund 226,690
- Cultural Services Fund 55,000
- Wastewater Fund 35,000

Total $1,229,233

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

ATTACHMENTS

1. First Reading Agenda Item Summary, March 2, 2021 (w/o attachments) (PDF)
2. Ordinance No. 035, 2021 (PDF)
AGENDA ITEM SUMMARY
City Council
March 2, 2021

STAFF

Lawrence Pollack, Budget Director
John Duval, Legal

SUBJECT


EXECUTIVE SUMMARY

The purpose of this item is to reappropriate monies in 2021 that were previously authorized by Council for expenditures in 2020 for various purposes. The authorized expenditures were not spent or could not be encumbered in 2020 because:

- There was not sufficient time to complete bidding in 2020 and therefore, there was no known vendor or binding contract as required to expend or encumber the monies; or
- The project for which the dollars were originally appropriated by Council could not be completed during 2020 and reappropriation of those dollars is necessary for completion of the project in 2021.

Additionally, there may have been sufficient unspent dollars previously appropriated in 2020 to carry on programs, services, and facility improvements in 2021 for those specific purposes.

In the above circumstances, the unexpended and/or unencumbered monies lapsed into individual fund balances at the end of 2020 and reflect no change in Council policies.

Monies reappropriated for each City fund by this Ordinance are as follows:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Amount</th>
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<tbody>
<tr>
<td>General Fund</td>
<td>$912,543</td>
</tr>
<tr>
<td>Keep Fort Collins Great Fund</td>
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</tr>
<tr>
<td>Cultural Services Fund</td>
<td>55,000</td>
</tr>
<tr>
<td>Wastewater Fund</td>
<td>35,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$1,229,233</strong></td>
</tr>
</tbody>
</table>

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

The Executive Team has reviewed the Reappropriation requests to ensure alignment with organization priorities and the Budget staff reviewed the requests to verify that all met qualification requirements. The 2021 Reappropriation requests are as follows, by fund:
GENERAL FUND

City Attorney’s Office

1) Litigation Expenses - $6,626

Purpose for funds: Funds in the amount of $20,000 were transferred to the City Attorney’s Office budget in September 2020 from the City Manager's Contingency Fund to cover unanticipated legal expenses for a litigation matter Council directed the City Attorney to file in August 2020. Of the original funds transferred, only $13,373 were expended in calendar year 2020.

Reason funds not expensed in 2020: The original cost of litigation was estimated based on the nature of this case. This litigation matter is ongoing and the request for $6,626 is for the remainder of the funds not fully expensed in 2020. It is anticipated that the remainder of funds should be sufficient to cover the fees and costs to bring this matter to a close.

Economic Health

2) PRPA Funds for Main Street Lending Program - $36,226

Purpose for funds: These funds are received from Platte River Power Authority (PRPA) and intended to support economic development activities within the City of Fort Collins. The Economic Health Office has earmarked these funds for use to initiate a Main Street Lending Program targeting underserved business owners in our community. Each year, PRPA distributes the funds based on direction by the City. The City, with approval from the Mayor, has earmarked these funds for a lending program until 2022.

Reason funds not expensed in 2020: In 2019, the City selected Colorado Lending Source (CLS) as our partner to develop a Main Street Lending program. Unfortunately, the COVID-19 pandemic resulted in the termination of that program. The funds were returned by CLS and used to support a Larimer County Loan Fund targeting business recovery. Each year, PRPA provides funds to the City and the funds from 2020 were originally intended to be added to the 2019 CLS Main Street Lending Program. Near the end of 2020, conversations with CLS regarding re-opening the fund began. These conversations have not resulted in a new fund at this time. However, it is the intent of the Economic Health Office to initiate a new Main Street Lending Program either with CLS or another partner in 2021 or 2022 depending on the availability of funds and interest from the market. These funds will be part of the re-launch.

City Manager’s Office (formerly Human Resources)

3) Effective, Innovative, and High Performing Board - $30,000

Purpose for funds: This work would set the foundation for a leadership curriculum beyond the onboarding process and equip Council with the resources, training, and tools to be a highly effective and innovative governing body. Funding for this request provides assistance from a consultant to work with the Chief Human Resources Officer, City Manager, Council and key staff members as well as pay for development sessions already requested by Council members, such as navigating complex conversations where there are diverse opinions in Council listening sessions. Phase 1 of this project would be to work with the Mayor and Council on the model of leadership and required capabilities they would like to aspire to as a governing body. External research on high performing councils as well as insights from other sector boards will be considered to guide the dialogue.

Reason funds not expensed in 2020: As a result of COVID-19, interviews with each Councilmember occurred later than planned in 2020. At the same time, the City faced the decision to reduce funding across the City due to declining revenues resulting in the reduction of funding this offer for 2020 and deferred this work to 2021.
Natural Areas

4) Northern Integrated Supply Project (NISP)- $24,683

Purpose for funds: The purpose of these funds is to provide consulting services for the City's efforts in engaging in the permitting and mitigation planning for the Northern Integrated Supply Project (NISP). Consulting services may be needed for any number of technical and discipline specific subjects to assist the City in efforts to protect City assets within the context of NISP being permitted and constructed. Technical support may be solicited for water quality, stream restoration, water resource engineering, and for development of effective and collaborative adaptive management programs.

Reason funds not expensed in 2020: These funds were not fully expended in 2020 because the progress of the NISP permitting was greatly slowed last year. Consulting support is needed for NISP when the applicant is developing operational details of its mitigation program, which all but halted mid-year in 2020. When these talks stopped, the need to have technical support also slowed significantly. Given the broad array of impacts to the City and anticipated related activities in 2021, these funds will be used for consulting support in 2021.

Operation Services

5) Required Building Modifications - $91,344

Purpose for funds: This offer funded City facility modifications that are necessary to increase the City's compliance with legal requirements. In 2016, the City went through a comprehensive process to identify those facilities that require accessibility modifications or improvements. Through this process, the City determined that various modifications at 46 existing facilities are necessary. These modifications were prioritized in the plan and the first two years have been completed. The remaining cost of these modifications is $5.7 million. This offer was funded at $600,000 per year to address the required building modifications.

Reason funds not expensed in 2020: The City's Operation Services offered $300,000 as a reduction in 2020 as an option to help offset the sales tax revenue shortfall. Operation Services was then notified in late September that the reduction was not accepted, and the funds were still available for use. It proceeded with getting design consultants on board to complete documents to allow for contractors to bid the work. Due to the short timeframe, it did not get a design completed for the required building modifications at the Downtown Transit Center. Operation Services is requesting the remaining funds be reappropriated to allow it to bid this work and move this project forward without using the 2021 funds which are already earmarked for other compliance related building modification projects.

6) EPIC Dehumidification System - $100,000

Purpose for funds: Each year, the humidity in the EPIC ice rink(s) causes condensation that is detrimental to the facility and becomes a skating safety hazard. In mid-2020, a dehumidification study/design was done to address this on-going issue.

Reason funds not expensed in 2020: The City’s Operation Services offered $675,000 from its maintenance program as reductions in 2020 as an option to help offset the sales tax revenue shortfall. Operation Services was notified in late September what reductions were accepted and what funds were still available for use. This delayed design work until late in the year. Operation Services was able to order the HVAC units but did not have time to bid the installation.

7) City Hall Data Center Redundant Cooling - $80,000

Purpose for funds: The redundant cooling at the City's main data center is well past its useful life and major components are starting to fail. It is imperative that this cooling system is reliable. It is currently scheduled for replacement.
Reason funds not expensed in 2020: The City’s Operation Services offered $675,000 from its maintenance program as reductions in 2020 as an option to help offset the sales tax revenue shortfall. Operation Services was notified in late September what reductions were accepted and what funds were still available for use. Operation Services was able to procure the construction costs but did not have time to competitively bid out the equipment package. Operation Services was able to procure the construction costs but did not have time to competitively bid out the equipment package.

**Park Planning & Development**

8) Park Improvement Project Support - $33,160

**Purpose for funds:** This offer provided financial support for Park Planning staff to work on feasibility, design and community outreach for new features in existing parks. Requests come from the Parks Department, general public and private donors for these new features. Currently, Park Planning staff is funded through the community parkland capital expansion fee (Parks CEF). The Parks CEF is used to design and build new parks and cannot legally be used for improvements to existing parks. Requests for new features in existing parks often need to be analyzed, vetted and initial designs prepared before fundraising begins so donors can see what their contribution will provide. Park Planning staff needs a funding source to charge staff time and other ancillary costs associated with these requests since they cannot be paid from the Parks CEF.

Reason funds not expensed in 2020: Park Planning staff is currently working on several projects including the Sugar Beet Art Donation, Oak Street Plaza renovation, Eastside Park Improvement donation project, Spring Canyon water quality pond improvements, Rossborough Cyclo-Cross improvements and Spring Canyon Community Park Veterans Plaza donation project. These are all improvements to existing parks. This funding from the general fund is needed to complete the work on these projects, as well as similar future projects that may develop during 2021. These funds were intended to be included in the City’s 2021 budget and annual appropriation but a budget offer for them was inadvertently not submitted.

**Social Sustainability**

9) Childcare Workforce Development Funding - $20,000

**Purpose for funds:** This reappropriation supports the City's efforts to respond to systems-level work emerging in the community around the issue of childcare affordability and accessibility. The lack of affordable childcare is one of the main barriers impacting workforce recruitment and retention in Fort Collins. The City's role is to assist with reducing barriers, increasing capacity, and responding to childcare needs.

Specific funding opportunities for these funds will focus on childcare teacher workforce development. Two projects that are being spearheaded by the Early Childhood Council of Larimer County (ECCLC) will be considered for support with these funds, including:

- Development of a new substitute teacher training and placement program that would benefit childcare providers community-wide.
  - The City’s support of this ‘sub pool’ model will catalyze the launch of a new program where childcare providers will be able to access certified substitutes as real-time needs emerge.
  - The program will be an attractive ‘gig’ work platform for teachers and retirees seeking flexible employment options.
  - Start-up costs supported with these funds may include program and policy development, background checks and fingerprinting, infant/child CPR and other pre-classroom training, and staff management web tool development.
  - ECCLC anticipates recruiting 50-100 substitute childcare teachers in the first year.

- Scholarships for early childhood education (ECE) teachers to advance their training, certifications and career pathways.
Supporting these tuition scholarships increases the capacity, quality, and sustainability of an early childhood care provision in the community.

The cost for online ECE courses is 46% more expensive than in-person courses, and COVID is now necessitating online participation.

Reason funds not expensed in 2020: These opportunity funds were partially intended to support the creation and launch of the ‘Larimer Thrive By Five’ public information campaign led by the Early Childhood Council of Larimer County (https://larimerthrivebyfive.org/). Due to budget pressures caused by the COVID-19 pandemic, the City decided to withhold the funding support for the project. The Larimer County Commissioners and other funders did support the project and it successfully launched in early 2021.

10) Principles of Community - $25,000

Purpose for funds: The purpose of this Offer is to support engagement with and dissemination of Principles of Community. A key deliverable identified by Council to advance the Equity and Inclusion priority, was to develop Principles of Community for the organization to foster and enhance a sense of belonging for coworkers and the community we serve. Adopting Principles of Community can serve as a model across Fort Collins (as CSU’s principles do), and these principles will specifically provide an internal focus for the City organization and how it serves the community.

- While external input is being gathered in their development, the principles will not be imposed on any in the community. Upholding the Principles of Community will be a public commitment to the City’s strategic goals for equity and inclusion.
- The funds will be used for printing and promotion costs as well as for training and engagement efforts as the Principles of Community are shared throughout the organization, as part of talent development and equity and inclusion work.

Reason funds not expensed in 2020: With other priorities at the top of the list for 2020, the development of Principles of Community was delayed and is now moving forward toward completion by early in Q2 2021. A working group of over 20 staff from across the organization is meeting bi-weekly to develop the Principles, with additional internal and external input. The funds associated with this offer will be utilized throughout the year to help embed them in the organizational culture and broadcast them to the community.

11) Seasonal Overflow Shelter Funds - $48,000

Purpose for funds: Seasonal Overflow Shelter (SOS) funds are used for additional overnight shelter space during the cold winter months (November through April) with funding going to the local shelter providers in Fort Collins to cover the costs of additional staff, security, food, and other needs.

Reason funds not expensed in 2020: Funds were held back in 2020 knowing that increased needs and funding assistance would occur in 2021. The funds budgeted for SOS will be used for overnight shelter needs in 2021 which is expected to be higher than past years due to higher needs. Overnight shelter continues to be a high priority need with many people and families needing to utilize overnight shelter until they successfully find housing.

12) Affordable Housing Programs (AHF) - $417,504 (plus an additional $200,000 in Keep Fort Collins Great Fund (KFCG) totals $617,504 for request)

Purpose for funds: The Affordable Housing Funds are allocated annually through the Competitive Process to support critical affordable housing needs in the City of Fort Collins. Because of the cyclical nature of housing development, funding may be either unallocated or unexpended during a program year. Pursuant to Ordinance No. 28, 1994, any amounts appropriated by Council and not expended during the fiscal year should lapse into the Affordable Housing Reserve.

Reason funds not expensed in 2020: $300,000 of the fiscal year 2020 budget was frozen and unallocated in case it was needed to meet the City’s budget reduction needs due to COVID-19. $100,777 remained unallocated
in the Spring Competitive Process, $100,000 of which was subsequently frozen. $158,751 represents funding commitments to affordable housing projects that are not yet ready to contract, $55,338 represents the balance of funding that was previously committed to the Homebuyer Assistance Program, and $2,638 represents unexpended program funds. The balance of funds will be added to the Spring 2021 Competitive Process to be allocated to an eligible affordable housing project.

KEEP FORT COLLINS GREAT FUND

Natural Areas

13) West Nile Virus Management Program - $26,690

Purpose for funds: The purpose of this offer is to reduce the public health risks of West Nile virus (WNV). This offer funds proactive measures to reduce the frequency and geographic extent of adulticide fogging applications recommended by the Larimer County Department of Health and Environment. Elements of the program include a comprehensive municipal monitoring network; mosquito larvae control; site mapping; comprehensive public engagement and communication program; and quality control and virus testing services provided by Colorado State University.

Reason funds not expensed in 2020: Expenditures for WNV public engagement and communications are timed to coincide with elevating mosquito production and human health risk. As COVID-19 impacted the City’s 2020 budget, all outreach expenditures were paused to ensure direct mosquito management actions were funded. As the year progressed it became apparent funds would be available, yet the effective time for outreach had passed. Reappropriating these funds is critical to the 2021 WNV Program as the 2021 budget reduction included in the 2021 adopted budget eliminated all outreach and reduced trapping and testing by approximately 3 weeks. Truncating the early season trapping and testing will deprive the program of early data comparisons helpful in assessing the relative risk of WNV compared to previous years. Additionally, key outreach needs persist, such as distribution of notification door hangers, and translating of WNV web pages; currently, only the main page is translated.

Social Sustainability

14) Neighborhood Affordable Housing Programs (AHF) - $200,000 (plus an additional $417,504 in General Fund totals $617,504 for request)

Please see description in #12 under General Fund.

CULTURAL SERVICES FUND

Cultural Services

15) Exterior Lighting at Lincoln Center - $55,000

Purpose for funds: The original offer request was one-time funding to address the exterior and street lighting at and around the Lincoln Center (LC). This offer would allow LC to support the City’s commitment in upholding a culture of safety. In addition to City employees, this enhancement would increase the safety of guests as they enter and exit the facility. Staff routinely receive complaints from patrons about the lighting between LC and parking areas. New lights would offer optimal efficiency while adhering to the guidelines surrounding the Climate Action Plan and complying with the Night Sky Initiative.

Reason funds not expensed in 2020: A work order was in place to complete this exterior lighting project. During a walkthrough in December, it was determined that the festoon lighting system fastened to two existing light poles needs to have additional structural support (in the form of guy wires) to ensure they could handle the additional structural load. The remaining funds are necessary to complete the design and installation of the support solution.
WASTEWATER FUND

Utility Environmental Services Division

16) Microplastics Study - $35,000

Purpose for funds: This offer supports the efforts to sustain and improve the health of the Cache la Poudre River and its watershed by building knowledge related to the impact that microplastics have on our watershed and the environment and lays the foundation for the development of effective strategies to reduce microplastics in the wastestream and/or mitigate their impacts. This offer was a response to the Council Priority of reducing plastic pollution and was aimed at tracking advances in treatment technologies for reducing or eliminating microplastics from water supplies. Funds will be used to hire a consultant to review and synthesize the state of the science on this topic.

Reason funds not expensed in 2020: This work did not occur in 2020 due to a lack of staff capacity primarily due to the impacts of the Cameron Peak Wildfire response and related budget uncertainties.

CITY FINANCIAL IMPACTS

This Ordinance increases 2021 appropriations by $1,229,233. A total of $912,543 is requested for reappropriation in the General Fund, $226,690 from the Keep Fort Collins Great Fund, and $90,000 is requested from various other City Funds. Reappropriation requests represent amounts budgeted in 2020 that could not be encumbered at year-end. The appropriations are from prior year reserves.
ORDINANCE NO. 035, 2021
OF THE COUNCIL OF THE CITY OF FORT COLLINS
REAPPROPRIATING FUNDS PREVIOUSLY APPROPRIATED
IN 2020 BUT NOT EXPENDED AND NOT ENCUMBERED IN 2020

WHEREAS, City Council authorized expenditures in 2020 for various purposes in the General Fund, the Keep Fort Collins Great Fund, the Cultural Services & Facilities Fund, and the Wastewater Fund, portions of which were not spent or encumbered in 2020; and

WHEREAS, Article V, Section 11 of the City Charter requires that all appropriations unexpended or unencumbered at the end of the fiscal year lapse to the applicable general or special fund, except that appropriations for capital projects and federal or state grants do not lapse until the completion of the capital project or until the expiration of the federal or state grant; 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, City staff have determined that the amounts to be appropriated as described herein are available and currently unappropriated; and

WHEREAS, it is in the best interests of the City and its residents to re-appropriate funds for the expenditures below, in furtherance of these expenditures and their respective public purposes authorized in 2020 for which such appropriated funds were not expended and not encumbered during 2020.

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 for expenditure from prior year reserves in the General Fund the sum of NINE HUNDRED TWELVE THOUSAND FIVE HUNDRED FORTY-THREE DOLLARS ($912,543) for the following purposes:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Litigation Expenses</td>
<td>$6,626</td>
</tr>
<tr>
<td>PRPA Funds for Main Street Lending Program</td>
<td>$36,226</td>
</tr>
<tr>
<td>Effective, Innovative, and High Performing Board</td>
<td>$30,000</td>
</tr>
<tr>
<td>Northern Integrated Supply Project (NISP)</td>
<td>$24,683</td>
</tr>
<tr>
<td>Required Building Modifications</td>
<td>$91,344</td>
</tr>
<tr>
<td>EPIC Dehumidification System</td>
<td>$100,000</td>
</tr>
<tr>
<td>City Hall Data Center Redundant Cooling</td>
<td>$80,000</td>
</tr>
<tr>
<td>Park Improvement Project Support</td>
<td>$33,160</td>
</tr>
<tr>
<td>Childcare Workforce Development Funding</td>
<td>$20,000</td>
</tr>
</tbody>
</table>
Principles of Community $25,000  
Seasonal Overflow Shelter Funds $48,000  
Affordable Housing Programs (AHF) $417,504  
Total General Fund $912,543  

Section 3. That there is hereby appropriated for expenditure from prior year reserves in the Keep Fort Collins Great Fund the sum of TWO HUNDRED TWENTY-SIX THOUSAND SIX HUNDRED NINETY DOLLARS ($226,690) for the following purposes:  

<table>
<thead>
<tr>
<th>Purpose</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>West Nile Virus Management Program</td>
<td>$26,690</td>
</tr>
<tr>
<td>Affordable Housing Programs (AHF)</td>
<td>200,000</td>
</tr>
<tr>
<td>Total Keep Fort Collins Great Fund</td>
<td>$226,690</td>
</tr>
</tbody>
</table>

Section 4. That there is hereby appropriated for expenditure from prior year reserves in the Cultural Services & Facilities Fund the sum of FIFTY-FIVE THOUSAND DOLLARS ($55,000) to be used for the following purpose:  

<table>
<thead>
<tr>
<th>Purpose</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exterior Lighting at Lincoln Center</td>
<td>$55,000</td>
</tr>
<tr>
<td>Total Cultural Services &amp; Facilities Fund</td>
<td>$55,000</td>
</tr>
</tbody>
</table>

Section 5. That there is hereby appropriated for expenditure from prior year reserves in the Wastewater Fund the sum of THIRTY-FIVE THOUSAND DOLLARS ($35,000) for the following purpose:  

<table>
<thead>
<tr>
<th>Purpose</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Microplastics Study</td>
<td>$35,000</td>
</tr>
<tr>
<td>Total Wastewater Fund</td>
<td>$35,000</td>
</tr>
</tbody>
</table>

Introduced, considered favorably on first reading, and ordered published this 2nd day of March, A.D. 2021, and to be presented for final passage on the 16th day of March, A.D. 2021.

______________________________
Mayor

ATTEST:

______________________________
City Clerk
Passed and adopted on final reading on the 16th day of March, A.D. 2021.

ATTEST:

_______________________________
Mayor

_______________________________
City Clerk
AGENDA ITEM SUMMARY

March 16, 2021

City Council

STAFF

Katie Collins, Water Conservation Coordinator
Mariel Miller, Water Conservation Specialist
Eric Potyondy, Legal

SUBJECT


EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on March 2, 2021, appropriates unanticipated grant revenue in the amount of $70,000 awarded by the United States Department of Interior, Bureau of Reclamation (“Reclamation”) to the Fort Collins Utilities Water Conservation Division (“Water Conservation”). The funds will support commercial-scale waterwise landscape transformations through the Xeriscape Incentive Program (also known as “XIP”). Eligible participants of the program include but are not limited to homeowners’ associations (“HOAs”), businesses, religious organizations, government entities, schools, and other Fort Collins Utilities commercial water customers.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

ATTACHMENTS

1. First Reading Agenda Item Summary, March 2, 2021 (w/o attachments) (PDF)
2. Ordinance No. 036, 2021 (PDF)
AGENDA ITEM SUMMARY
City Council
March 2, 2021

STAFF

Katie Collins, Water Conservation Coordinator
Mariel Miller, Water Conservation Specialist
Eric Potyondy, Legal

SUBJECT


EXECUTIVE SUMMARY

The purpose of this item is to appropriate unanticipated grant revenue in the amount of $70,000 awarded by the United States Department of Interior, Bureau of Reclamation ("Reclamation") to the Fort Collins Utilities Water Conservation Division ("Water Conservation"). The funds will support commercial-scale waterwise landscape transformations through the Xeriscape Incentive Program (also known as "XIP"). Eligible participants of the program include but are not limited to homeowners' associations ("HOAs"), businesses, religious organizations, government entities, schools, and other Fort Collins Utilities commercial water customers.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

Water Conservation is experiencing an increased need for support and education around commercial-scale waterwise landscape transformation projects (e.g. turf-to-native grass or turf-to-other low-water-use landscapes) due to: (1) increases in the Excess Water Use surcharge; (2) community interest; (3) the need for more drought- and heat-tolerant landscapes in the face of climate change; and (4) the need to progress toward the water use goal of 130 gallon per capita per day (GPCD) by the year 2030 set forth in the City’s Water Efficiency Plan.

The Water Efficiency Plan, adopted by Council in 2016, identifies working with commercial customers on reducing outdoor water use as progress towards two of the five “key areas of opportunity,” to achieve long-term water savings. From research, surveys, and focus-groups, staff have identified that funding and educational/technical resources are two main barriers to customers completing outdoor water conservation projects.

In the 2019-20 Budgeting for Outcomes process, Water Conservation staff sought City funds to support a commercial-scale landscape program similar to the funded single-family residential Xeriscape Incentive Program. This request for City funds was supported by the Water Board but did not ultimately receive funding. Water Conservation subsequently received $70,000 of grant funding from the Colorado Water Conservation Board in 2020-2021 for an expansion of the Xeriscape Incentive Program for HOAs and other Utilities commercial water customers.

The City sought and received a $70,000 grant from the United States Department of Interior, Bureau of Reclamation ("Reclamation") pursuant to Resolution 2019-056. (Attachment 1) The City then entered into the grant agreement. (Attachment 2) The $70,000 from Reclamation will provide funding to support additional
rebates for commercial water customer landscape transformation projects in 2021. The grant from Reclamation will help fund approximately eight projects this year that will save an estimated 800,000 gallons of water annually. Staff anticipates awarding between $200 - $15,000 per project.

**CITY FINANCIAL IMPACTS**

The $70,000 in grant expenditures initially will be funded from prior year reserves from the Water Fund, which will be replenished upon receiving reimbursements from Reclamation. Per the grant agreement with Reclamation, required matching funds are satisfied via a prior and related state grant from the Colorado Water Conservation Board. Any additional required match will come from lapsing appropriations.

**BOARD / COMMISSION RECOMMENDATION**

Water Board voted to support Water Conservation Staff in the application for the Reclamation grant at the April 18, 2019 Water Board Regular Meeting. *(Attachment 3)*

**ATTACHMENTS**

1. Resolution 2019-056 *(PDF)*
2. Grant Agreement *(PDF)*
3. Water Board Minutes Excerpt, April 18 2019 *(PDF)*
ORDINANCE NO. 036, 2021
OF THE COUNCIL OF THE CITY OF FORT COLLINS
MAKING A SUPPLEMENTAL APPROPRIATION FOR
GRANTS TO FORT COLLINS UTILITIES COMMERCIAL WATER CUSTOMERS FOR
WATER CONSERVATION LANDSCAPE TRANSFORMATION PROJECTS

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

WHEREAS, water conservation is a tool that is used by Utilities, primarily through the Utilities Water Conservation Division, to manage and reduce the demand for water service from the water utility by Utilities customers, which is beneficial to the City, the water utility, and its ratepayers by, among other reasons, helping to ensure that the demand for water does not exceed supplies, which could result in more shortages and other adverse impacts; and

WHEREAS, pursuant to Resolution No. 2019-056, the City sought a grant from the United Stated Department of Interior, Bureau of Reclamation ("Reclamation"), and subsequently entered into a grant agreement, dated May 5, 2020, with Reclamation; and

WHEREAS, said grant agreement provides for a grant of $70,000 to the City pursuant to its terms and conditions; and

WHEREAS, said grant funds will provide funding to support additional rebates for Utilities commercial water customer landscape transformation projects in 2021 through the Xeriscape Inceptive Program; and

WHEREAS, the expenditures to support such landscape transformation projects will initially be funded from prior year reserves from the Water Fund, which will be replenished upon receiving reimbursements from Reclamation; and

WHEREAS, this appropriation benefits public health, safety and welfare of the citizens of Fort Collins, the water utility, and its ratepayers, and serves the public purpose of helping to ensure that the demand for water does not exceed supplies, which could result in more shortages and other adverse impacts; and

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

WHEREAS, the City Manager has recommended the appropriation described herein and determined that this appropriation is available and previously unappropriated from the Water Fund and will not cause the total amount appropriated in the Water Fund to exceed the current estimate of actual and anticipated revenues 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 Water Fund the sum of SEVENTY THOUSAND DOLLARS ($70,000) for expenditure in the Water Fund for commercial-scale waterwise landscape transformation projects through the Xeriscape Incentive Program and appropriated therein.

Introduced, considered favorably on first reading, and ordered published this 2nd day of March, A.D. 2021, and to be presented for final passage on the 16th day of March, A.D. 2021.

ATTEST:

Mayor

City Clerk

Passed and adopted on final reading on the 16th day of March, A.D. 2021.

ATTEST:

Mayor

City Clerk
AGENDA ITEM SUMMARY
March 16, 2021

STAFF

Tim McCollough, Deputy Director, Utilities Light and Power
Cyril Vidergar, Legal

SUBJECT

Second Reading of Ordinance No. 037, 2021, Appropriating Prior Year Reserves and Making Supplemental Appropriations for the Utilities Locating Department.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on March 2, 2021, is to provide supplemental resources in the 2021 budget for the Utilities Locating Department. Utilities has a regulatory obligation to fulfill underground facility locating requests within 48 hours of notification and the current volume of locating requests exceeds the normal capacity of Department resources. This appropriation will provide additional resources to contract for third party services to meet locating request obligations in 2021.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

ATTACHMENTS

1. First Reading Agenda Item Summary, March 2, 2021 (w/o attachments) (PDF)
2. Ordinance No. 037, 2021 (PDF)
AGENDA ITEM SUMMARY
City Council
March 2, 2021

STAFF
Tim McCollough, Deputy Director, Utilities Light and Power
Cyril Vidergar, Legal

SUBJECT
First Reading of Ordinance No. 037, 2021, Appropriating Prior Year Reserves and Making Supplemental Appropriations for the Utilities Locating Department.

EXECUTIVE SUMMARY
The purpose of this item is to provide supplemental resources in the 2021 budget for the Utilities Locating Department. Utilities has a regulatory obligation to fulfill underground facility locating requests within 48 hours of notification and the current volume of locating requests exceeds the normal capacity of Department resources. This appropriation will provide additional resources to contract for third party services to meet locating request obligations in 2021.

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

BACKGROUND / DISCUSSION
In Colorado, and most states, it is the law to “call before you dig.” Damage prevention laws have two primary goals: to protect life and to protect infrastructure. Fort Collins Utilities (Utilities) is defined as a facility owner under Colorado’s “One-Call” utility locate law and nearly all utility infrastructure in Fort Collins is underground. Therefore, Utilities is legally obligated to mark all facilities in any proposed excavation area within 48 hours of being notified so excavators can avoid hitting and damaging the infrastructure.

The level of service Utilities must provide to the community is defined by the One-Call law and is set by the amount of construction happening in our community.

Utilities has historically provided this service with its internal Utility Locates Department. In 2020, the Department marked or cleared 117,773 facilities from locate requests with a 99.995% accuracy rate. The Department locates all City utility infrastructure for Utilities and Connexion, in addition to providing services to some areas of the general fund that have underground infrastructure.

The staffing levels of the Department have increased over the last two budget cycles. Prior to the start of Connexion construction, staff projected an increase in locate volume and a need to add resources to the Department.

- In 2018, the staffing levels were eight full time employees.
- In FY2019/20, two contractual employees were added to the Department.
- In FY2021, two additional contractual employees were added to the Department.

In 2020, Connexion hit full stride in construction activities and for some of the year the resources in the Department were adequate to keep up with the regulatory obligations. As the summer construction season progressed, the additional contractual staff anticipated in the 2021 budget were added early to keep up with
increasing locate request volumes. Figure 1 depicts three years of locate volumes for Utilities. There was a 50% increase in overall locate volume from 2019 to 2020. In the second half of 2020, locate volumes exceeded the resource capacity.

Figure 1: Utility Locates Monthly Production, 2018 through 2020

In 2021, it is anticipated that locate request volumes and resource demands on the department will exceed those experienced in 2020 due to several factors, including:

- Similar levels of Connexion construction;
- A growing fiber optic system that needs locating;
- A significant increase in small cell installations in Fort Collins, each of which will generate one or more locate requests;
- Economic recovery that will bring forward other types of development work. Early indications show there is a full slate of development related projects in the pipeline for 2021.

The current lack of resources to meet the needed level of service is a risk to our community and municipal organization for several reasons:

- A missing or late locate ticket can lead to dig-ins that put lives and essential services at risk.
- It is also an ongoing risk to the Connexion build out. A locate request is one of the early enablers to allow the start of construction for vault and conduit installation and every service drop once service is available and requested.
- It is a key enabler for nearly every City service that involves building or maintaining infrastructure or that requires excavation.

There are several strategies currently in place to help mitigate the impacts of the resource constraints. These strategies have worked to a degree but are not adequate for the volume of locate requests expected in 2021 and are not sustainable in the long term. These strategies include staff coordinating closely with all excavators to prioritize locate request tickets that are past due and bringing in staff from other departments who have previous locating experience to assist with locate request volumes.
Staff recommends adding a supplemental locates contract with an external locating firm to resolve the resource constraints through the remainder of the Connexion construction. This external contract would allow for some flexibility in staffing levels to handle peak volumes. To expedite contracting if funded, staff intends to leverage another community’s procurement process.

In addition, the City Manager is recommending the transfers as provided in this Ordinance from the utility enterprise funds to the Utility Customer Service and Administration Fund, and has further determined that the purpose for which they are appropriated from said enterprise funds, which is to fund utility locates as required by law, will remain unchanged as also appropriated in Ordinance for expenditure from the Utility Customer Service and Administration Fund to secure by contract supplemental utility locate services.

**CITY FINANCIAL IMPACTS**

The funding model of damage prevention locating services is that the facility owner pays for the locating service. The person or entity requesting the excavation locate bears no cost for the services. Regardless of what is driving the higher volume of locating services required, the facility owners with infrastructure in the ground bear the cost of providing the services.

The current total budget for the Utility Locating department in FY2021 is approximately $1.2 million. Based on the current projections, an additional $500,000 is needed in 2021 for a supplemental locates contract. The ongoing needs for this supplemental resource will be evaluated throughout the year. Funding for 2022 would be requested through the upcoming budget process.

Additional funding is proposed to be split equitably across the utility enterprise funds using the same allocation method as the current funding. Fund allocations are determined based on the ratio of facility types located by the department. The electric and stormwater service territories are larger and therefore the allocation is larger for those funds. Broadband’s contribution will continue to grow as the fiber system grows.

The funding source for this appropriation is proposed to be reserves from each enterprise fund.

<table>
<thead>
<tr>
<th>FUND</th>
<th>ALLOCATION</th>
<th>FROM RESERVES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric</td>
<td>26%</td>
<td>$131,000</td>
</tr>
<tr>
<td>Water</td>
<td>20%</td>
<td>$99,000</td>
</tr>
<tr>
<td>Wastewater</td>
<td>20%</td>
<td>$99,000</td>
</tr>
<tr>
<td>Stormwater</td>
<td>26%</td>
<td>$131,000</td>
</tr>
<tr>
<td>Broadband</td>
<td>8%</td>
<td>$40,000</td>
</tr>
<tr>
<td>100%</td>
<td></td>
<td>$500,000</td>
</tr>
</tbody>
</table>

**BOARD / COMMISSION RECOMMENDATION**

The Council Finance Committee considered this item at its January 25, 2021, regular meeting and approved this item to be brought to the full Council for consideration as requested by staff. *(Attachment 1)*

The Energy Board considered this item at its February 11, 2021, regular meeting and provided unanimous support for this supplemental appropriation to be considered and adopted by Council. The Energy Board provided feedback that the approach proposed by staff is prudent given the temporary nature of the increased demand. *(Attachment 2)*

The Water Board considered this item at its February 18, 2021, regular meeting and provided unanimous support for this supplemental appropriation to be considered and adopted by Council. *(Attachment 3)*
ATTACHMENTS

1. Finance Committee Minutes Excerpt, January 25, 2021 (draft)  (PDF)
2. Energy Board Minutes Excerpt, February 11, 2021 (draft)  (PDF)
3. Water Board Minutes Excerpt, February 18, 2021 (draft)  (PDF)
ORDINANCE NO. 037, 2021
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROPRIATING PRIOR YEAR RESERVES AND MAKING SUPPLEMENTAL
APPROPRIATIONS FOR THE UTILITIES LOCATING DEPARTMENT

WHEREAS, Colorado’s “One-Call” law (Colorado Revised Statutes Sections 9-1.5-101 et seq.) requires individuals to contact a state agency (Colorado811) prior to commencing excavation work, in the interest of protecting life and preventing damage to underground utility infrastructure; and

WHEREAS, nearly all utility infrastructure in Fort Collins is located underground, including the City’s traditional electric and water utilities, and Fort Collins Connexion (Connexion) broadband facilities; and

WHEREAS, to assist excavators avoid damaging underground facilities, the One-Call law requires Fort Collins Utilities to register City facilities with Colorado811 and to mark all facilities in proposed excavation areas within 48 hours of receiving notice from Colorado811; and

WHEREAS, facility owners of underground infrastructure bear the cost of providing locate services and Fort Collins Utilities has historically performed locates through the Utility Locates Department, which in 2020, marked 117,773 facilities with a 99.995% accuracy rate; and

WHEREAS, facility locate volumes and resource demands are anticipated to significantly increase in 2021, due to several factors, including continued deployment of Connexion facilities and the extensive fiber optic system installed in 2020, increased rates of small cell installations, and increased private development work as projects delayed in 2020 recommence; and

WHEREAS, Utilities staff evaluated strategies to maintain current service levels and prepare for anticipated demands in 2021, including closer coordination with excavators to prioritize locate requests and utilizing staff from other departments with locating experience to assist Utility Locates’ services; and

WHEREAS, staff’s evaluation concluded the most efficient strategy to meet projected resource demands through the remainder of 2021 and Connexion construction is to contract for supplemental third party locate services, which will allow for flexibility in Utilities staffing and the ability to quickly scale up service capacity to handle peak seasonal volumes; and

WHEREAS, Utilities staff recommended an appropriation and transfer of $500,000 pro rata from the respective utility enterprise fund reserves for expenditure from the Utility Customer Service and Administration Fund, in order to secure by contract the supplemental utility locate services; and

WHEREAS, this appropriation benefits public health, safety and welfare of the residents of Fort Collins and serves the utility purpose of enabling timely locating and protecting of City-owned underground utility infrastructure, which reduces the need for costly repairs to City utility systems and avoids service outages; 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.

WHEREAS, Article V, Section 10(b) of the City Charter permits the City Council, upon recommendation by the City Manager, to transfer any unexpended and unencumbered appropriated amount from one fund to another fund provided the purpose for which the transferred funds are to be expended remains unchanged; and

WHEREAS, the City Manager is recommending the transfers as provided in this Ordinance from the utility enterprise funds to the Utility Customer Service and Administration Fund and has determined the purpose for which they are appropriated herein from said enterprise funds, which is to fund utility locates as required by law, will remain unchanged as herein appropriated for expenditure from the Utility Customer Service and Administration Fund to secure by contract supplemental utility locate services.

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 Light & Power Fund the sum of ONE HUNDRED THIRTY-ONE THOUSAND DOLLARS ($131,000) for expenditure from the Light & Power Fund for transfer to the Utility Customer Service and Administration Fund and appropriated therein for expenditure to secure by contract supplemental utility locate services.

Section 3. That there is hereby appropriated from prior year reserves in the Water Fund the sum of NINETY-NINE THOUSAND DOLLARS ($99,000) for expenditure from the Water Fund for transfer to the Utility Customer Service and Administration Fund and appropriated therein for expenditure to secure by contract supplemental utility locate services.

Section 4. That there is hereby appropriated from prior year reserves in the Wastewater Fund the sum of NINETY-NINE THOUSAND DOLLARS ($99,000) for expenditure from the Wastewater Fund for transfer to the Utility Customer Service and Administration Fund and appropriated therein for expenditure to secure by contract supplemental utility locate services.

Section 5. That there is hereby appropriated from prior year reserves in the Stormwater Fund the sum of ONE HUNDRED THIRTY-ONE THOUSAND DOLLARS ($131,000) for expenditure from the Stormwater Fund for transfer to the Utility Customer Service and Administration Fund and appropriated therein for expenditure to secure by contract supplemental utility locate services.
Section 6. That there is hereby appropriated from prior year reserves in the Broadband Fund the sum of FORTY THOUSAND DOLLARS ($40,000) for expenditure from the Broadband Fund for transfer to the Utility Customer Service and Administration Fund and appropriated therein for expenditure to secure by contract supplemental utility locate services.

Introduced, considered favorably on first reading, and ordered published this 2nd day of March, A.D. 2021, and to be presented for final passage on the 16th day of March, A.D. 2021.

_______________________________
Mayor
ATTEST:
_______________________________
City Clerk

Passed and adopted on final reading on the 16th day of March, A.D. 2021.

_______________________________
Mayor
ATTEST:
_______________________________
City Clerk
AGENDA ITEM SUMMARY
March 16, 2021

STAFF

Meagan Smith, Water Resources Engineer
Donnie Dustin, Water Resources Manager
Eric Potyondy, Legal

SUBJECT


EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on March 2, 2021, to obtain Council approval for the proposed formulas for calculating rental rates and delivery charges for Fort Collins Utilities’ (Utilities) raw water supplies for approximately three years, which includes proposed rental rates and delivery charges for fully consumable water. The rates and charges would be effective through March 2024, to address the gap between the end of 2023 and Council approval of new rates and charges in early 2024. Setting the rates and charges via formula ensures Utilities will recoup its costs for rented water while increasing the planning certainty for the water rental community.

Staff is recommending an increase in the rental rate for fully consumable water. This increase will only impact customers of our year-to-year leasing program. The increase reflects the cost of administering these rentals and is in line with market conditions for this type of water. This is the only significant change to the rental rates and delivery charges.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

ATTACHMENTS

1. First Reading Agenda Item Summary, March 2, 2021 (w/o attachments) (PDF)
2. Ordinance No. 038, 2021 (PDF)
Agenda Item 9

AGENDA ITEM SUMMARY

March 2, 2021

City Council

STAFF

Meagan Smith, Water Resources Engineer
Donnie Dustin, Water Resources Manager
Eric Potyondy, Legal

SUBJECT

First Reading of Ordinance No. 038, 2021, Establishing Rental Rates and Delivery Charges for Use of Water Available Under Fort Collins Utilities' Raw Water Interests for 2021 Through March 2024.

EXECUTIVE SUMMARY

The purpose of this item is to obtain Council approval for the proposed formulas for calculating rental rates and delivery charges for Fort Collins Utilities' (Utilities) raw water supplies for approximately three years, which includes proposed rental rates and delivery charges for fully consumable water. The rates and charges would be effective through March 2024, to address the gap between the end of 2023 and Council approval of new rates and charges in early 2024. Setting the rates and charges via formula ensures Utilities will recoup its costs for rented water while increasing the planning certainty for the water rental community.

Staff is recommending an increase in the rental rate for fully consumable water. This increase will only impact customers of our year-to-year leasing program. The increase reflects the cost of administering these rentals and is in line with market conditions for this type of water. This is the only significant change to the rental rates and delivery charges.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

The City is a shareholder in several local ditch and reservoir companies and holds allotment contracts for the delivery of Colorado Big-Thompson Project (CBT) water. Utilities is responsible for most of these supplies. The main use for these raw water sources is the treatment and delivery of potable water for the Utilities’ ratepayers. There are also delivery obligations under existing agreements to provide raw water shares for use by certain homeowner’s associations (HOAs), the Poudre School District (PSD), and some City departments. After all treated and raw water demands have been met, in most years there is surplus water that can be rented first to other City departments (if needed) and then to other water users.

This proposed ordinance defines the formulas and rental rates for annual water rentals and delivery agreements, not the availability of surplus water. It is staff’s discretion to determine on an annual basis the availability of surplus water, and the timing of this decision will vary by source. There are many variables which can impact this availability, including snowpack in both the Poudre and Upper Colorado River basins, water quality in both river basins, available water in storage, and infrastructure and maintenance considerations. Impacts from the Cameron Peak and East Troublesome fires, as well as the ongoing drought will be weighed when determining available surplus water for 2021 and subsequent years.

Staff proposes two categories for pricing raw water, as in past years:
Category 1 - Raw Water Rental Rates
- Sets the price for surplus water for use by water users outside of the City organization.
- There are active rental markets for many of Utilities’ surplus water sources.
- Typical customers are local agricultural producers, both large and small.

Category 2 - Raw Water Delivery Charges
- Sets the price for sources where Utilities has an on-going obligation to provide raw water for irrigation.
- Customers include specific HOAs, PSD, City Parks Department and Natural Areas Department.
- Typical uses include irrigation of some HOA greenbelts, some PSD fields, and some City parks and golf courses, as well as some City augmentation needs.

Beginning in 2015, staff recommended, and Council adopted a formula-based approach to setting rental rates and delivery charges for all of Utilities’ raw water sources except for fully consumable sources. The formulas are a function of the annual assessment for each ditch and reservoir company plus an administrative fee. Staff continues to receive positive feedback from the rental community regarding this formula-based approach to rate setting.

In 2018, staff recommended, and Council adopted this formula-based approach to setting rental rates and delivery charges for Utilities’ raw water supplies for three years (through March 2021). This was a change from the historical practice of having rates and charges approved for only one year at a time. This process change reduced the administrative burden of the rental program and increased the planning certainty for the water rental community. Staff is again recommending Council adopt the proposed formulas for calculating rental rates and delivery charges for Utilities’ raw water supplies for three years.

CATEGORY 1 - RAW WATER RENTAL RATES
Active raw water rental markets include:
- North Poudre Irrigation Company
- Water Supply and Storage Company
- Colorado-Big Thompson Project
- Pleasant Valley and Lake Canal Company
- Southside Ditches
- Fully Consumable Sources

The only recommended change to the proposed formulas and fixed rates for raw water rentals from the 2018 approved ordinance is for the raw water rental rate for Fully Consumable Sources.

North Poudre Irrigation Company (NPIC)

Rental Rates - In wet/average years, Utilities expects to have surplus NPIC water available for rent. Each NPIC share has an agricultural (AG) component and a multiple use (MU) component. The volume of water for each component varies annually and is set in April by the NPIC Board of Directors based on the company’s water supply availability. Due to current legal constraints, the AG component can only be used on land served by the NPIC system and is rented to shareholders under that system. The MU portion of each NPIC share is available for Utilities’ use and is largely comprised of NPIC-owned CBT water. When users in the NPIC system rent either AG or MU water, both components are delivered through the system in the same manner. Therefore, for rentals made into the NPIC system, it is proposed both types of water be rented at the same rate per acre-foot (AF).

Beginning in 2015, a formula was defined to set the raw water rental rate, incorporating the NPIC assessment and share allocation to ensure the cost of the NPIC assessment was fully paid by the renter. This same method is proposed for 2021 - 2023 and is defined below. The calculated rate is rounded up to the nearest dollar and is defined by the NPIC allocation made annually in mid-April. The rental rate will remain fixed until the assessment rate and allocation are defined for the next growing season.
In some years there is a special class of NPIC water available for agricultural users for a very limited time early in the growing season. This Early AG water has a limited rental market and thus warrants a significantly lower rate. If Early AG water is available in 2021 - 2023, Staff proposes a rental rate of $15/AF to reflect its limited use.

A possible range of calculated rental rates using the 2021 assessment of $180 with various potential allocations is attached. Please note rates will change with any assessment changes in 2022 and 2023. (Attachment 1)

**Procedures** - If the total volume of rental requests is greater than the available surplus water, Utilities will use a proportionate allocation method based on the requester’s acreage, as has been done since 2008. This allocation method uses information provided by renters about their total land holdings served under the NPIC system. These requesting acreages are then added together and divided into the total volume of City-owned NPIC water available for rent in a given year. This AF/acre ratio is then applied to each of the requesters’ land holdings to determine the maximum amount of rental water available for each requester. This allocation method was developed at the request of NPIC renters to provide some water to all requesters each year.

**Water Supply and Storage Company (WSSC)**

**Rental Rates** - Water Supply and Storage Company shares can only be rented to water users under that system. In 2019, Utilities began utilizing its WSSC ownership for treated water production, which reduced the number of shares available to rent. WSSC continues to have an active rental market and the recent historical rental rate of a WSSC share is $1,000 over assessment. It is recommended this method be used to calculate the WSSC share rental rate for 2021 through 2023.

**Procedures** - Available shares will be offered via lottery as in past years.

**Colorado-Big Thompson Water (CBT)**

**Rental Rate** - Utilities receives CBT water through allotment contracts with the Northern Colorado Water Conservancy District (Northern) and through its ownership of NPIC shares. Utilities does not typically rent CBT water from its own allotment contracts with Northern, but when available, Utilities will rent CBT water available through its ownership of NPIC shares. Utilities holds some of the NPIC MU water (largely comprised of CBT water) for potentially high summer demands, then rents it to other (non-NPIC) renters later in the year if it was not needed.

To use CBT water from its NPIC shares, the MU portion of the share is transferred as CBT water into the Utilities’ CBT account. Beginning in 2015, Northern instituted a transfer fee for this type of operation. The transfer fee is based on the CBT allocation, which varies from year to year. The 2020 fee for this transfer was $56.25/AF. Depending on the CBT quota, the fee for this transfer in 2021 will likely be closer to $60/AF. The assessed transfer fee is added to the cost of the rental (resulting in a rental price of $91.25/AF in 2020). Staff recommends rentals of CBT water be made at a rate equal to the calculated NPIC rate plus the cost of any transfer fees associated with the rental, rounded up to the nearest dollar.

**Procedures** - Utilities will first meet the CBT delivery obligations to City departments and other entities with delivery agreements. If Utilities deems there is surplus CBT water available, it will then be offered to water users on ditches that run through town. These ditches, known collectively as the “Southside Ditches”, include the Arthur, New Mercer, Larimer No 2, and Warren Lake Reservoir. The Pleasant Valley Lake and Canal Company (PVLC) is also included in this tier. Surplus CBT water will next be made available to other Poudre Basin water users. Finally, in the event any surplus CBT water remains, it will be offered to others within the entire Northern District.
Pleasant Valley and Lake Canal Company (PVLC) and the Southside Ditches

Rental Rates - The rental market for raw water from the Southside Ditches and PVLC is very limited, however Utilities can occasionally rent surplus water from these systems. Staff recommends the rate for these supplies be set at 120% of the assessment rate, rounded up to the nearest dollar, for each ditch company.

Procedures - PVLC and Southside Ditch shares can only be rented to water users under each specific system. As the market for these supplies is limited, availability of shares to rent will be determined by staff at the time the request is made.

Fully Consumable Sources

Utilities has occasional rental demand for fully consumable water to satisfy State requirements for substitute water supply and augmentation plans. Utilities historically only leases this type of water under short-term arrangements of 1-year leases. In 2018, staff recommended, and Council adopted, a reduction in the rental rate for this type of water from $600/AF to $400/AF. This reduction in rate was in response to increased availability and flexibility of fully consumable supplies with operations at Rigden Reservoir. Over the past three water rental seasons, staff has experienced that although operations at Rigden Reservoir allow for increased flexibility, the administrative burden of managing leases for fully consumable water is greater than anticipated. Staff proposes setting the rental rate for these sources at $600/AF for three years. Based on inquiries with entities renting/leasing water with similar characteristics in Northern Colorado, this rate is well within the market range for short term agreements for augmentation water.

Procedures - Utilities staff will monitor reusable sources and determine availability for rental at the time the request is made.

CATEGORY 2 - RAW WATER DELIVERY CHARGES

Sources utilized for obligated raw water deliveries include:

- Pleasant Valley and Lake Canal Company
- Southside Ditches
- Colorado-Big Thompson Project
- Fully Consumable Sources

There are no recommended changes to the proposed formulas and fixed rates for raw water delivery charges from the 2018 approved ordinance.

Pleasant Valley and Lake Canal Company (PVLC) and the Southside Ditches

This category sets charges for water delivered for use on City facilities, such as parks and golf courses, or water delivered for use by other entities having met the Utilities’ raw water requirement. Non-City organization entities with raw water delivery agreements are typically HOAs and the Poudre School District. It is proposed the delivery charges be set at 110% of each ditch and reservoir company per share annual assessment, rounded up to the nearest dollar. This is to help offset administrative costs.

Colorado-Big Thompson Water (CBT)

On occasion, Utilities will deliver CBT water to other City departments, typically for irrigation purposes. In those instances, Utilities employs its available supplies through its allotment contracts with Northern. Staff recommends setting the rate for delivery of this CBT water equal to the Northern assessment rate plus any applicable Northern transfer fees, rounded up to the nearest dollar.
Fully Consumable Sources

Utilities has limited delivery obligations for fully consumable water where the Utilities’ raw water requirement has been met. For these obligations it is proposed to maintain the historical delivery charge of $120/AF to help offset operational and administrative costs.

Based on initial analysis, Staff recognizes this rate does not capture the full cost of administering these obligations, however due to Staff and resource constraints Staff is not recommending a rate increase at this time. Staff recognizes the need for additional analysis and outreach to potentially impacted customers of fully consumable delivery obligations.

The water assessment rates as set by the ditch and reservoir companies for 2018-2020 are included, as well as the proposed assessment rates for most companies for 2021 due to COVID-19 related delays in annual ditch company meetings. (Attachment 2) Also included are a list of the proposed formulas and fixed rates for raw water rentals and delivery charges for 2021-2023 and the raw water rental rates and delivery charges set by the City for 2019 and 2020, with the rates and charges for 2021 calculated from the proposed formulas and assessments. (Attachment 3-4)

CITY FINANCIAL IMPACTS

Staff anticipates impacts to the availability of surplus supplies from both the Cameron Peak and East Troublesome fires for 2021 and subsequent years. As such, revenue from the rental and delivery of raw water will likely see a reduction and could be less than $500,000/year for 2021 - 2023. The average annual revenue generated from the raw water rental program over the last five years is about $900,000. Revenues generated by rentals typically off-set about 50% of the annual cost to Utilities of raw water assessments.

BOARD / COMMISSION RECOMMENDATION

On February 18, 2021, Water Board unanimously recommended Council adopt the proposed formulas for calculating rental rates and delivery charges for Utilities raw water supplies, as well as the proposed rental rate and delivery charge for fully consumable water for 2021 through March 2024. (Attachment 5)

PUBLIC OUTREACH

As this program has a targeted customer base, staff has historically provided outreach to specific audiences. Announcements were made in 2021, as in years past, at NPIC and WSSC company annual meetings regarding the availability of rental water and the processes for making requests.

In late 2020, staff created a website to communicate updates and accept rental requests for the Raw Water Rental Program (<https://fcgov.com/water-rental>). Communication avenues also include a dedicated email (waterrental@fcgov.com) and a dedicated phone line (970-416-2409).

ATTACHMENTS

1. NPIC Rental Rates for 2021 (PDF)
2. Water Assessment Rates (PDF)
3. Proposed Rental Rate and Delivery Charge Formulas (PDF)
4. Raw Water Rental Rates and Delivery Charges (PDF)
5. Water Board Minutes Excerpt, February 18, 2021 (draft) (PDF)
ORDINANCE NO. 038, 2021
OF THE COUNCIL OF THE CITY OF FORT COLLINS
ESTABLISHING RENTAL RATES AND DELIVERY CHARGES
FOR USE OF WATER AVAILABLE UNDER FORT COLLINS UTILITIES’
RAW WATER INTERESTS FOR 2021 THROUGH MARCH 2024

WHEREAS, the City holds title to or otherwise has ownership interests in various water
rights, water right decrees, shares in ditch and reservoir companies (“shares”), and contractual
rights to the delivery of water that are sources of supply of raw and untreated water (together,
“Raw Water Interests”), many of which pertain to Fort Collins Utilities (“Utilities”); and

WHEREAS, the amount of water available under Utilities’ Raw Water Interests, at certain
times, may be greater than the immediate needs of Utilities and its ratepayers, and is thus
potentially available for use by persons outside of Utilities as a rental; and

WHEREAS, the City, through Utilities, has various agreements and understandings
pursuant to which Utilities allows persons outside of the City and certain City departments to use
water available under Utilities’ Raw Water Interests, provided that a charge for the delivery of
such water is paid; and

WHEREAS, pursuant to Article XII, Section 4 of the City Charter, if at any time the water
supply is greater than the immediate needs of the City and its inhabitants, the City Council may
authorize the City Manager to permit the use of such surplus water by consumers outside the City
at such rates as the City Council may prescribe, provided that no vested right shall accrue under
such permits; and

WHEREAS, pursuant to Article XII, Section 6 of the City Charter, the City Council shall
by ordinance from time to time fix, establish, maintain, and provide for the collection of such rates,
fees, or charges for water furnished by the City as will produce revenues sufficient to pay the cost
of operation and maintenance of the City’s utilities in good repair and working order and to provide
and maintain an adequate working capital fund for the day-to-day business operations of the
utilities; and

WHEREAS, Utilities staff has made a recommendation regarding the rental rates and
delivery charges for the use of water available under Utilities’ Raw Water Interests for a period of
approximately three years, through March 2024, which the Water Board has approved; and

WHEREAS, City Council finds that the rental rates and delivery charges set forth herein
are appropriate and will provide revenues that offset the cost of operation and maintenance of
Utilities’ Raw Water Interests and associated infrastructures and to keep the City’s utilities in good
repair and working order and to provide and maintain an adequate working capital fund for the
day-to-day business operations of the utilities.

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

-1-
Section 1. That the City Manager and the Utilities Executive Director are hereby authorized to make water available under Utilities Raw Water Interests for use by persons outside of the City and certain City departments, provided; that such water can be rented or delivered without adversely affecting the City or Utilities and its ratepayers; that no vested right shall accrue under such use; and that appropriate rental rate or delivery charge set forth herein is applied, which may be adjusted as the City Manager or the Utilities Executive Director determine necessary to reflect the remaining yield for the prevalent market price of the water or shares being rented in order to prevent undue economic loss to the City; and that the final price may be rounded up to the nearest dollar.

Section 2. That the City Manager and the Utilities Executive Director are hereby further authorized: to impose on such rentals and deliveries such additional terms and conditions as they deem appropriate to protect the interests of the City and Utilities in and to Utilities’ Raw Water Interests; and to deny any request for a rental or delivery, to the extent allowed by law, as they deem appropriate to further the interests, policies, and values of the City.

Section 3. That all previous authorizations to make water available under Utilities’ Raw Water Interests are repealed in their entirety.

Section 4. That the rental rates set forth in the table below are hereby approved as the City’s rental rates for 2021 through March 2024 for Utilities’ Raw Water Interests, provided that the rental rate for fully consumable water shall apply through March 2024.

### RATES FOR RENTALS OF SURPLUS RAW WATER

<table>
<thead>
<tr>
<th>Type of Water</th>
<th>Rate Per Acre Foot</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arthur Irrigation Company</td>
<td>120% of Annual Assessment</td>
</tr>
<tr>
<td>Colorado-Big Thompson Water from the Northern Colorado Water Conservancy District (Northern) associated with Shares in the North Poudre Irrigation Company</td>
<td>Rental Rate for North Poudre Irrigation Company (Seasonal Agricultural and Multiple Use Water) + any Northern transfer fees calculated at the time of transfer</td>
</tr>
<tr>
<td>Larimer County Canal No. 2 Irrigating Company</td>
<td>120% of Annual Assessment</td>
</tr>
<tr>
<td>New Mercer Ditch Company</td>
<td>120% of Annual Assessment</td>
</tr>
<tr>
<td>North Poudre Irrigation Company: Early Agricultural Use Water</td>
<td>$15.00 per acre foot</td>
</tr>
<tr>
<td>North Poudre Irrigation Company: Seasonal Agricultural and Multiple Use Water</td>
<td>(Annual Assessment / (Sum of Allocation of Seasonal Agricultural Use and Multiple Use Water per share)) + $2.00 per acre foot</td>
</tr>
<tr>
<td>Pleasant Valley and Lake Canal Company</td>
<td>120% of Annual Assessment</td>
</tr>
<tr>
<td>Fully Consumable Sources</td>
<td>$600.00 per acre foot</td>
</tr>
<tr>
<td>Sherwood Reservoir Company</td>
<td>120% of Annual Assessment</td>
</tr>
<tr>
<td>Sherwood Irrigation Company</td>
<td>120% of Annual Assessment</td>
</tr>
<tr>
<td>Warren Lake Reservoir Company</td>
<td>120% of Annual Assessment</td>
</tr>
<tr>
<td><strong>Type of Water</strong></td>
<td><strong>Rate Per Share</strong></td>
</tr>
<tr>
<td>Water Supply and Storage Company</td>
<td>Annual Assessment + $1,000.00 share</td>
</tr>
</tbody>
</table>
Section 5. That the delivery charges set forth in the table below are hereby approved as the City’s delivery charges for 2021 through March 2024 for Utilities’ Raw Water Interests.

<table>
<thead>
<tr>
<th>RAW WATER DELIVERY CHARGES</th>
<th>Rate Per Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arthur Irrigation Company</td>
<td>110% of Annual Assessment</td>
</tr>
<tr>
<td>Colorado-Big Thompson Water from the Northern Colorado Water Conservancy District</td>
<td>Rental Rate for North Poudre Irrigation Company (Seasonal Agricultural and Multiple Use Water) + any Northern transfer fees calculated at the time of transfer</td>
</tr>
<tr>
<td>Larimer County Canal No. 2 Irrigating Company</td>
<td>110% of Annual Assessment</td>
</tr>
<tr>
<td>New Mercer Ditch Company</td>
<td>110% of Annual Assessment</td>
</tr>
<tr>
<td>Pleasant Valley and Lake Canal Company</td>
<td>110% of Annual Assessment</td>
</tr>
<tr>
<td>Sherwood Reservoir Company</td>
<td>110% of Annual Assessment</td>
</tr>
<tr>
<td>Sherwood Irrigation Company</td>
<td>110% of Annual Assessment</td>
</tr>
<tr>
<td>Warren Lake Reservoir Company</td>
<td>110% of Annual Assessment</td>
</tr>
<tr>
<td>Fully Consumable Sources</td>
<td>$120.00 per acre foot</td>
</tr>
</tbody>
</table>

Section 6. That City Council reserves the right to, in its sole discretion, amend, change, or otherwise modify the rental rates and delivery charges set forth herein before March 31, 2024.

Introduced, considered favorably on first reading, and ordered published this 2nd day of March, A.D. 2021, and to be presented for final passage on the 16th day of March, A.D. 2021.

______________________________
Mayor

ATTEST:

______________________________
City Clerk

Passed and adopted on final reading on the 16th day of March, A.D. 2021.

______________________________
Mayor

ATTEST:

______________________________
City Clerk
AGENDA ITEM SUMMARY
March 16, 2021

STAFF

Mark Laken, Civil Engineer II
Dan Woodward, Civil Engineer I
Claire Havelda, Legal

SUBJECT

Second Reading of Ordinance No. 039, 2021, Making Supplemental Appropriations and Appropriating Prior Year Reserves for the South Timberline Road Improvements Project - Stetson Creek Road to Trilby Road and Related Art in Public Places.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on March 2, 2021, enables the City to receive and use federal Surface Transportation Block Grant funds for the South Timberline Improvement Project - Stetson Creek to Trilby (the “Project”), to appropriate those funds and Transportation Capital Expansion Fee (“TCEF”) Fund reserves to fully fund the Project, and to appropriate Transportation Services Fund reserves to satisfy the City’s Art in Public Places program contribution requirements. This will authorize the Mayor to sign an intergovernmental agreement with the Colorado Department of Transportation (“CDOT”) to receive and use the federal grant funds and will appropriate $4,556,542 into the Capital Projects Fund for the Project. These funds will be used for the construction of roadway improvements along Timberline Road from Stetson Creek Drive to Trilby Road. Finally, a transfer of $18,435 from the Project to the Cultural Services and Facilities Fund will be made for the required Art in Public Places program contribution.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

ATTACHMENTS

1. First Reading Agenda Item Summary, March 2, 2021 (w/o attachments) (PDF)
2. Ordinance No. 039, 2021 (PDF)
AGENDA ITEM SUMMARY
City Council
March 2, 2021

STAFF

Caleb Feaver, Civil Engineer I
Dan Woodward, Civil Engineer I
Claire Havelda, Legal

SUBJECT

Items Relating to the South Timberline Improvement Project – Stetson Creek to Trilby.

EXECUTIVE SUMMARY

A. Resolution 2021-026 Approving an Intergovernmental Agreement with the Colorado Department of Transportation for the Timberline Improvements Project – Stetson Creek Road to Trilby Road.

B. First Reading of Ordinance No. 039, 2021, Making Supplemental Appropriations and Appropriating Prior Year Reserves for the South Timberline Road Improvements Project - Stetson Creek Road to Trilby Road and Related Art in Public Places.

The purpose of this item is to enable the City to receive and use federal Surface Transportation Block Grant funds for the South Timberline Improvement Project - Stetson Creek to Trilby (the “Project”), to appropriate those funds and Transportation Capital Expansion Fee (“TCEF”) Fund reserves to fully fund the Project, and to appropriate Transportation Services Fund reserves to satisfy the City’s Art in Public Places program contribution requirements. This will authorize the Mayor to sign an intergovernmental agreement with the Colorado Department of Transportation (“CDOT”) to receive and use the federal grant funds and will appropriate $4,556,542 into the Capital Projects Fund for the Project. These funds will be used for the construction of roadway improvements along Timberline Road from Stetson Creek Drive to Trilby Road. Finally, a transfer of $18,435 from the Project to the Cultural Services and Facilities Fund will be made for the required Art in Public Places program contribution.

STAFF RECOMMENDATION

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

BACKGROUND / DISCUSSION

South Timberline Road is a major road within the Fort Collins city limits and serves as a significant regional connection for Northern Colorado communities. Timberline Road is identified as a 4-lane arterial road on the Master Street Plan. Currently, most of Timberline Road within the Project limits is a 2-lane road and experiences significant congestion and related safety concerns. Increased development in the area has occurred over the last decade, and two additional developments are anticipated to be completed in the near future.

The Project will design, acquire right-of-way for, and construct a 4-lane arterial street on Timberline Road within the Project limits including bicycle and multi-modal improvements. The Project will also construct a new irrigation ditch crossing over the Mail Creek Ditch and a pedestrian underpass south of the Mail Creek Ditch. The underpass will provide safe connectivity for bicyclists and pedestrians accessing trails and neighborhoods in the vicinity of Bacon Elementary School. Design is currently underway for the project corridor. Construction is anticipated to begin in early 2021.
The City submitted a grant application in 2016 for design, right-of-way acquisition and construction funding for the Project. In 2017, the City was awarded a federal Surface Transportation Block Grant ("STBG") by the North Front Range Metropolitan Planning Organization ("NFRMPO") for the design, right-of-way acquisition and construction of the Project. The STBG funds became available in July 2020 and will be administered by CDOT. Transportation Capital Expansion Fee ("TCEF") Fund reserves will be used for the local matching funds required by the grant and part of the Art in Public Places ("APP") contribution. Transportation Services Fund reserves will satisfy the remainder of the APP contribution. Overmatching funds for the Project include TCEF and Community Capital Improvement Program ("CCIP") funds. STBG funds are ineligible for use toward public art, so no APP contribution is owed for these grant funds.

**CITY FINANCIAL IMPACTS**

The following is a summary of the funding anticipated for design, right-of-way acquisition, and construction of the Project, including previously appropriated funds and funds to be appropriated with this Council action:

<table>
<thead>
<tr>
<th>Funds Previously Appropriated by Council</th>
</tr>
</thead>
<tbody>
<tr>
<td>TCEF Funds</td>
</tr>
<tr>
<td>CCIP and Bridge Funds</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Funds to be Appropriated with this Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal STBG Grant</td>
</tr>
<tr>
<td>TCEF Fund Reserves</td>
</tr>
<tr>
<td>Transportation Services Fund Reserves</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total to be Appropriated with this Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>$4,556,542</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Project Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>$8,404,829</td>
</tr>
</tbody>
</table>

To complete the project, $2,694,602 will be appropriated from unanticipated revenue sources for grant funds, $1,857,884 will be appropriated from TCEF Fund reserves, and $4,056 will be appropriated from Transportation Services Fund reserves. $18,858 will be appropriated from the project to the Art in Public Places Program.

**BOARD / COMMISSION RECOMMENDATION**

City staff presented to the Council Finance Committee on February 22, 2021. City staff presented to the Bicycle Advisory Committee and the Transportation Board in July 2020. (Attachment 2-3)

**PUBLIC OUTREACH**

Staff met with several property owners individually and at open house events. Staff will continue to contact and meet residents, property owners and other stakeholders through the remainder of design as well as prior to and during construction.

**ATTACHMENTS**

1. Location Map (PDF)
2. Transportation Board Minutes Excerpt, July 15, 2020 (PDF)
3. Bicycle Advisory Committee Minutes Excerpt, July 27, 2020 (PDF)
ORDINANCE NO. 039, 2021
OF THE COUNCIL OF THE CITY OF FORT COLLINS
MAKING SUPPLEMENTAL APPROPRIATIONS AND APPROPRIATING PRIOR YEAR
RESERVES FOR THE SOUTH TIMBERLINE ROAD IMPROVEMENTS PROJECT -
STETSON CREEK ROAD TO TRILBY ROAD AND RELATED ART IN PUBLIC PLACES

WHEREAS, Timberline Road is a major thoroughfare for Fort Collins residents, serving
as a regional connection for Northern Colorado Communities; and

WHEREAS, significant development has taken place in this area over the last decade, and
the existing two-lane road infrastructure has reached capacity causing significant congestion and
the need to enhance vehicular safety; and

WHEREAS, Timberline Road is identified as a four-lane arterial road on the City’s Master
Street Plan; and

WHEREAS, infrastructure improvements included in widening Timberline Road to four
lanes between Stetson Creek Road and Trilby Road also include addition of a median, sidewalks,
and scheduled bicycle facilities (the “Project”), all of which will improve the overall safety,
capacity, and mobility in the Project area; and

WHEREAS, on March 2, 2021, City Council adopted Resolution 2021-026 approving an
Intergovernmental Agreement (“IGA”) between the City and the Colorado Department of
Transportation (“CDOT”) under which CDOT will provide $2,694,602 in Surface Transportation
Block Grant (STBG) funds for the completion of the Project; and

WHEREAS, additional funds (a total of $1,861,940) are also appropriated and transferred
as set forth below for required local matching funds and Art in Public Places (APP) contributions
related to the Project; and

WHEREAS, this appropriation benefits public health, safety and welfare of the residents
of Fort Collins and serves the public purpose of constructing public infrastructure to improve the
overall safety, capacity, and mobility in the Project area; and

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

WHEREAS, a portion of the Project funds (the STBG funding) is ineligible for APP
funding, as Section 23-304 of the City Code otherwise requires, due to grant restriction on the use
of the funds; and

WHEREAS, Article V, Section 9 of the City Charter permits the City Council, upon
recommendation of the City Manager, to make supplemental appropriations by ordinance at any
time during the fiscal year, provided that the total amount of such supplemental appropriations, in
combination with all previous appropriations for that fiscal year, does not exceed the current
estimate of actual and anticipated revenues to be received during the fiscal year; and
WHEREAS, the City Manager has recommended the appropriation described herein and determined that these appropriations are available and previously unappropriated from the Capital Projects Fund and the Cultural Services and Facilities Fund, as applicable, and will not cause the total amount appropriated in the Capital Projects Fund or the Cultural Services and Facilities Fund, as applicable, to exceed the current estimate of actual and anticipated revenues to be received in these funds during this fiscal year; and

WHEREAS, Article V, Section 9 of the City Charter permits the City Council, upon the recommendation of the City Manager, 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 these appropriations are available and previously unappropriated from the Transportation Capital Expansion Fee Fund and the Transportation Services Fund, as applicable, and will not cause the total amount appropriated in the Transportation Capital Expansion Fee Fund or the Transportation Services Fund, as applicable, to exceed the current estimate of actual and anticipated revenues to be received in these funds during this fiscal year; and

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

WHEREAS, the City Manager has recommended the transfer of $18,435 from the Capital Projects Fund to the Cultural Services and Facilities Fund and determined that the purpose for which the transferred funds are to be expended remains unchanged.

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 Capital Projects Fund the sum of TWO MILLION SIX HUNDRED NINETY-FOUR THOUSAND SIX HUNDRED TWO DOLLARS ($2,694,602) for expenditure from the Capital Projects Fund for the South Timberline Road Improvements Project - Stetson Creek Road to Trilby Road.

Section 3. That there is hereby appropriated from prior year reserves in the Transportation Capital Expansion Fee Fund the sum of ONE MILLION EIGHT HUNDRED FIFTY-SEVEN THOUSAND EIGHT HUNDRED EIGHTY-FOUR DOLLARS ($1,857,884) for expenditure from the Transportation Capital Expansion Fee Fund for transfer to the Capital Projects Fund.
Projects Fund for the South Timberline Road Improvements Project - Stetson Creek Road to Trilby Road and appropriated therein.

Section 4. That there is hereby appropriated from prior year reserves in the Transportation Services Fund the sum of FOUR THOUSAND FIFTY-SIX DOLLARS ($4,056) for expenditure from the Transportation Services Fund for transfer to the Capital Projects Fund for the South Timberline Road Improvements Project - Stetson Creek Road to Trilby Road and appropriated therein.

Section 5. That the unexpended and unencumbered appropriated amount of FOURTEEN THOUSAND THREE HUNDRED SEVENTY-NINE DOLLARS ($14,379) in the Capital Projects Fund is hereby authorized for transfer to the Cultural Services and Facilities Fund and appropriated therein for the Art in Public Places Program art projects.

Section 6. That the unexpended and unencumbered appropriated amount of THREE THOUSAND SIX HUNDRED EIGHTY-SEVEN DOLLARS ($3,687) in the Capital Projects Fund is authorized for transfer to the Cultural Services and Facilities Fund and appropriated therein for the Art in Public Places Program operation costs.

Section 7. That the unexpended and unencumbered appropriated amount of THREE HUNDRED SIXTY-NINE DOLLARS ($369) in the Capital Projects Fund is authorized for transfer to the Cultural Services and Facilities Fund and appropriated therein for the Art in Public Places Program maintenance costs.

Introduced, considered favorably on first reading, and ordered published this 2nd day of March, A.D. 2021, and to be presented for final passage on the 16th day of March, A.D. 2021.

_______________________________
Mayor

ATTEST:

_______________________________
City Clerk

Passed and adopted on final reading on the 16th day of March, A.D. 2021

_______________________________
Mayor

ATTEST:

_______________________________
City Clerk
AGENDA ITEM SUMMARY
City Council

March 16, 2021

STAFF
Kelly Smith, Senior City Planner
Brad Yatabe, Legal
Cameron Gloss, Planning Manager

SUBJECT

EXECUTIVE SUMMARY
This Ordinance, unanimously adopted on First Reading on March 2, 2021, approves changes to the exterior lighting standards in the City Land Use Code for new commercial and multi-family development projects. The goals of the update are to ensure adequate light levels for safety and commerce; update technical criteria to align with current industry metrics; better control the various aspects of light pollution (overlighting, glare, light trespass); and require contextually appropriate lighting plans that result in lower lighting in areas with lower nighttime activity (Natural Areas and residential areas), and higher lighting levels in areas with higher nighttime activity (Downtown and commercial corridors).

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

ATTACHMENTS
1. First Reading Agenda Item Summary, March 2, 2021 (w/o attachments) (PDF)
2. Ordinance No. 040, 2021 (PDF)
AGENDA ITEM SUMMARY
City Council
March 2, 2021

STAFF

Kelly Smith, Senior City Planner
Cameron Gloss, Planning Manager
Brad Yatabe, Legal

SUBJECT


EXECUTIVE SUMMARY

The purpose of this item is to approve changes to the exterior lighting standards in the City Land Use Code for new commercial and multi-family development projects. The goals of the update are to ensure adequate light levels for safety and commerce; update technical criteria to align with current industry metrics; better control the various aspects of light pollution (overlighting, glare, light trespass); and require contextually appropriate lighting plans that result in lower lighting in areas with lower nighttime activity (Natural Areas and residential areas), and higher lighting levels in areas with higher nighttime activity (Downtown and commercial corridors).

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

Over the past two decades, a growing body of research has confirmed the impacts of light pollution on public health, the environment and wildlife. The 2015 Nature in the City Strategic Plan acknowledges these findings and calls for the City to comprehensively address the protection of the night sky through cross-departmental collaboration and external partnerships. In 2016, a group of staff formed the Night Sky Team to spearhead initiatives that encourage best lighting practices, reduce light pollution, raise awareness, and maintain public safety and security. The team meets regularly, and consists of several City departments and service areas, including Light and Power, Utilities’ Integrated Design Assistance Program, Facilities, Planning and Development, Environmental Sustainability, Natural Areas, and Police Services.

Furthering the Night Sky Team’s objectives, Council adopted a Resolution 2016-074 in September 2016 expressing support for the following:

- Protect and preserve the night sky through implementation of best lighting practices at City-owned facilities and with City-owned lighting;
- Incorporate dark sky policies and standards into Building Codes, Land Use Codes and Streetscape Standards when applicable and appropriate;
- Educate and raise awareness publicly to encourage best lighting practices throughout the community;
- Seek to obtain dark sky certification by an independent body for Natural Areas and other locations in the region that have high quality night skies;
- Continue to partner and monitor regional night sky measures annually; and
- Pursue night sky protection without compromising health, safety, or security.
In support of the Nature in the City Strategic Plan and Council’s stated goals, staff have been evaluating and updating codes for building and development projects. In 2017, amendments were adopted to the Residential Code and Energy Code that require night-sky-friendly lighting on all residential and commercial buildings.

In 2018, staff began evaluating the Land Use Code standards for exterior lighting on commercial and multi-family development projects. The City contracted Clanton and Associates, a lighting design and engineering firm, to assist with an audit of the existing Land Use Code (LUC) requirements and propose Code changes.

Existing City Regulations

To help ground the discussion and provide clarity, the table below illustrates how exterior lighting is regulated in the City, and the department responsible for overseeing the regulation. (Note: The area in gray highlights the LUC update and corresponding development projects up for Council discussion).

**TABLE 1: CITY REGULATIONS FOR EXTERIOR LIGHTING**

<table>
<thead>
<tr>
<th></th>
<th>Residential Code (Building Services)</th>
<th>Energy Code (Building Services)</th>
<th>Land Use Code (Planning Services)</th>
<th>LCUASS (Utilities)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single-Family/ Duplex</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Multi-Family</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commercial</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Signs</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
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<tr>
<td>Street Rights of Way</td>
<td></td>
<td></td>
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</tbody>
</table>

Project Need

The City’s existing LUC standards for exterior lighting (the "Code") were adopted in 1997, which predates LED technology. Aside from periodic minor updates over the years, the Code has remained unchanged. The Code’s intent is to “focus on the actual physical effects of lighting, as well as the effect that lighting may have on the surrounding neighborhood.” To achieve the intent, the Code is structured around three regulatory controls that are applied uniformly throughout the City:

1. Light Trespass Limits: controls the amount of light entering outside the property boundary;
2. Footcandle Maximums: the maximum allowable light intensity hitting the ground surface; and
3. Full-Cutoff Light Fixtures: the percentage of light emitted above the fixture that directly contributes to skyglow.

While the Code helps mitigate impacts to surrounding neighborhoods, such as light trespass and skyglow, the regulatory controls and terminology are outdated and less effective. The term “full cutoff” is no longer used by the industry and has been replaced with the BUG rating, a luminaire classification system that addresses light pollution more comprehensively from all angles. ‘BUG’ stands for Backlight, Uplight and Glare. Backlight is the light directed behind the fixture; Uplight is light directed above the fixture; and Glare is the light perceived by the bulb. Each fixture has a BUG rating and metrics are used to better determine how fixtures will perform in the field.

Because the Code only addresses uplight through full-cutoff fixture requirements, and backlight through trespass limitations, glare remains unaddressed. Glare is difficult to measure in the field, and therefore hard to enforce. The BUG rating provides a pre-emptive and measurable mitigation tool to addressing glare. The Code also regulates lighting around maximum illuminance levels that are uniformly applied to every development throughout the City. Therefore, a small business surrounded by a residential neighborhood would have the same lighting requirements as a large commercial center on a major arterial road. Regulating lighting uniformly through maximum allowable levels has led to projects being over-lit, especially in relation to their context.
Proposed Exterior Lighting Code

The proposed Code is based on an ordinance template known as the Model Lighting Ordinance (MLO) that was jointly developed by the Illuminating Engineering Society (IES) and the International Dark Sky Association (IDA). Over the past century, the IES has been the lighting authority that sets national standards for interior and exterior lighting designs. The IES focuses on the human experience of lighting, such as safety, mood and atmosphere, visual comfort, human health, aesthetics, architectural form, and energy conservation. Conversely, IDA’s focus is to protect the night sky through encouraging best practices such as lighting when needed, lighting where needed, directing lighting downward, and using enough lighting as needed.

The MLO serves as a flexible framework that can be adapted to meet the needs of individual communities. It is structured around BUG and lumen limits, and thus aligns with current technical metrics that more comprehensively address over-lighting and all lighting angles. BUG and lumen limits are defined by a site’s Lighting Context Area, a zone district overlay comprised of four “brightness” categories, with LC0 being the lowest and LC3 the highest. The purpose is to better protect sensitive areas from the impacts of artificial light, such as Natural Areas and residential neighborhoods, while allowing greater lighting levels in commercial areas with higher nighttime activity.

The goals of the proposed Code updates are to:
- Promote nighttime safety, security, productivity, enjoyment, and commerce on new development sites;
- Create a “lighting budget” approach that responds to the specific context of the site and lighting needs of the development;
- Minimize glare, obtrusive light, artificial sky glow, excessive energy use, and impacts to adjacent properties and neighborhoods;
- Protect Natural Areas and the local natural ecosystem from the damaging effects of electric night lighting; and
- Address recent technological advances in outdoor lighting, particularly the advent of energy efficient LED lighting.

Other Project Studies

In November 2019, Clanton & Associates prepared a Case Studies Report (Report) that evaluated the current Code against the proposed Code on five recently completed development projects in different areas throughout the City. The purpose of the Report was to understand the implications of the new Code and its effects on the ground. The report confirmed existing requirements fall short in controlling over-lighting and glare.

These findings were further reinforced after staff facilitated four nighttime tours of the development sites featured in the Report. Participants were asked to complete a questionnaire about the qualitative aspects of lighting installations. Questionnaire results and verbal comments mirrored findings in the Report.

Clanton & Associates also performed a cost analysis of development sites featured in the Report to determine if the new Code would result in more expensive lighting installations. The Report concluded the proposed Code would not result in more expensive lighting installations.

BOARD / COMMISSION RECOMMENDATION

- The Planning and Zoning Board voted unanimously to recommend Council adopt the proposed LUC lighting requirements at the February 18, 2021 Planning and Zoning Board Hearing. Minutes will be provided when available, but likely with Second Reading.
- The Land Conservation and Stewardship Board wrote a letter in support of the proposed LUC lighting requirements. (Attachment 1)
- The Natural Resources Advisory Board wrote a letter in support of the proposed LUC lighting requirements. (Attachment 2)
Throughout the project, staff performed a range of engagement activities to educate and solicit input from community members around perceptions of safety, under or over-lighting, and lighting best practices. In February 2020, staff facilitated four separate evening tours of development projects featured in the Case Studies Report to help ground the technical aspects of the Code. Staff used the Report and input received during tours to further refine the Code.

On November 1, 2020, a draft of proposed standards was released to the public for review and comment. A webpage dedicated to the Code update was created, and hyperlinks to the webpage were provided on the City’s Night Sky Team webpage and the Land Use Code Updates webpage. The project was advertised in the Climate Action Plan newsletter and the Coloradoan.

Throughout the months of November, December, and January 2021, staff engaged the broader community through a variety of virtual activities, including public open houses, presentations/discussions to a variety of groups (Chamber of Commerce, Downtown Development Authority, Police Services, Boards, Building Services Team, Light and Power Team, Capital Projects Team), two Technical Advisory Committee workshops, and one-on-one discussions. Staff also facilitated a virtual training session for City Planners responsible for reviewing new lighting plans and applying standards.

Comments received varied between stakeholder groups and highlighted different concerns and priorities. Business owners and organizations expressed concern over the Code being a Dark Sky Ordinance that is too restrictive to adequately address our rich and diverse community identity, support a vibrant Downtown, provide safe multi-transit corridors, and address the complexities of our built environment.

Similarly, Police Services expressed concern that a Dark Sky Ordinance would result in underlit developments, particularly in Lighting Context Area 1, and that the review process for adding lights for safety was too cumbersome. Police Services also expressed concern over light restrictions within Natural Areas and natural resource buffers because they would result in dark, unsafe places that attract unwanted behavior.

Conversely, residents and Boards expressed a desire for stronger regulations that would restrict light trespass, apply enforceable restrictions to single-family residential properties, require existing developments to comply through an amortization process, and create a clear mechanism to address obtrusive lighting (“glare bombs”) immediately. Natural resource protection and low light levels in residential areas were priorities.

Below is a table highlighting key comments/concerns expressed by different stakeholders and how the comments/concerns have been addressed.

### TABLE 2. SUMMARY OF PUBLIC INPUT

<table>
<thead>
<tr>
<th>STAKEHOLDER</th>
<th>COMMENT/CONCERN</th>
<th>ADDRESSED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public</td>
<td>• Concern over light pollution</td>
<td>• Addressed through BUG and lumen budget</td>
</tr>
<tr>
<td></td>
<td>• Would like residential light fixtures to be enforceable</td>
<td>• Coordinated with Building Services to address complaints on non-compliant light fixtures on residential properties</td>
</tr>
<tr>
<td>Police Services</td>
<td>• More light needed in Neighborhood Commercial Centers</td>
<td>• Changed Neighborhood Center Zone District from LC1 to LC2</td>
</tr>
<tr>
<td></td>
<td>• Better understand philosophy for Context Area Boundaries</td>
<td>• Provided a table in the code of Context Areas and correlating zone districts Provide an administrative approval process for adding lighting should police request lighting</td>
</tr>
<tr>
<td></td>
<td>• Easy process for Police to add light for safety reasons</td>
<td>• Pending: developed an</td>
</tr>
<tr>
<td></td>
<td>• Concern current light levels are too low and proposed code could have a negative impacts on</td>
<td></td>
</tr>
<tr>
<td>STAKEHOLDER</td>
<td>COMMENT/CONCERN</td>
<td>ADDRESSED</td>
</tr>
<tr>
<td>-----------------------------------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
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<tr>
<td>Downtown Development Authority</td>
<td>• Concern over trespass limitations, particularly for zero-lot-line developments in downtown&lt;br&gt;• LC3 boundary should match Storefront Street Type&lt;br&gt;• Wanted clarity for how illuminated art pieces would be regulated&lt;br&gt;• No low-light hours in Downtown to reflect the 20-hour commercial activity</td>
<td>• Allowed greater trespass levels and flexibility for property boundaries abutting public rights of way&lt;br&gt;• Extended LC3 boundary to closely match Storefront Street Type&lt;br&gt;• Staff recommends a content-neutral approach toward art as defining art would be challenging in the code and to administer&lt;br&gt;• This will be addressed during the Energy Code Update</td>
</tr>
<tr>
<td>Chamber of Commerce</td>
<td>• Cost analysis of new lighting plans&lt;br&gt;• Include standards for recreation fields&lt;br&gt;• Include thresholds for Minor Amendments for retrofit requirements</td>
<td>• Provided cost analysis&lt;br&gt;• Included standards for recreation fields&lt;br&gt;• Provided thresholds for Minor Amendments and retrofits</td>
</tr>
<tr>
<td>LCSB</td>
<td>• Concern over how Poudre River is being protected, especially Downtown&lt;br&gt;• Support amortization approach to bring existing development into compliance&lt;br&gt;• Supportive of the code and protection of Natural Areas</td>
<td>• Included no light spill onto landscape buffer in Downtown River subdistrict&lt;br&gt;• Researching best practices for amortization for future council consideration</td>
</tr>
<tr>
<td>NRAB</td>
<td>• Supportive of the code, particularly for protection of Natural Areas and energy conservation&lt;br&gt;• Ensure natural resources are adequately protected</td>
<td>• Included no light spill onto landscape buffer in Downtown River subdistrict</td>
</tr>
<tr>
<td>P&amp;Z</td>
<td>• Support amortization approach to bring existing development into compliance&lt;br&gt;• Include thresholds for Minor Amendments for retrofit requirements&lt;br&gt;• Include standards for recreation fields</td>
<td>• Researching best practices for amortization for future council consideration&lt;br&gt;• Provided thresholds for Minor Amendments and retrofits&lt;br&gt;• Included standards for recreation fields</td>
</tr>
</tbody>
</table>

**ATTACHMENTS**

1. Land Conservation and Stewardship Board Letter of Support (PDF)
2. Natural Resources Advisory Board Letter of Support (PDF)
3. Public Comments (PDF)
4. Powerpoint Presentation (PDF)
ORDINANCE NO. 040, 2021
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING THE LAND USE CODE REGARDING EXTERIOR LIGHTING

WHEREAS, on December 2, 1997, by its adoption of Ordinance No. 190, 1997, the City Council enacted the Fort Collins Land Use Code (the "Land Use Code"); and

WHEREAS, at the time of the adoption of the Land Use Code, it was the understanding of staff and the City Council that the Land Use 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 Land Use Code remains a dynamic document capable of responding to issues identified by staff, other land use professionals and citizens of the City; and

WHEREAS, on September 20, 2016 City Council adopted Resolution 2016-074 that identifies, among other things, the goal of incorporating dark sky policies and standards into Building Codes, Land Use Codes and Streetscape Standards when applicable and appropriate; and

WHEREAS, the existing exterior lighting standards in the Land Use Code were adopted in 1997, which predate LED technology and current industry metrics; and

WHEREAS, the current exterior lighting standards are applied uniformly throughout the City with broad ranges of minimum and maximum illuminance levels; and

WHEREAS, the outdated metrics do not address glare, a component of light pollution that causes visual discomfort from excessive brightness and is difficult to control and measure in the field; and

WHEREAS, the broad illuminance ranges applied across the City do not prevent over-lighting of development sites in sensitive areas, such as Natural Areas and residential neighborhoods; and

WHEREAS, the standards applied uniformly across the City do not acknowledge the unique lighting needs of Downtown, high density and commercial areas; and

WHEREAS, the existing lighting requirements do not reflect current research and best practices in exterior lighting to support public safety and security, energy conservation, natural resource protection, and public health; and

WHEREAS, to address the aforementioned issues and achieve equitable night sky protection and energy conservation without compromising health, safety or security, staff, after extensive public outreach and input, has proposed amended Land Use Code lighting standards; and

WHEREAS, at its February 18, 2021, regular meeting, the Planning and Zoning Board unanimously recommended that Council adopt the amended lighting standards; and
WHEREAS, after extensive public input has been received, the City Council has
determined that it is in the best interest of the City and its citizens and necessary for the public’s
health, safety and welfare that these proposed amendments be adopted.

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 3.2.4 of the Land Use Code is hereby repealed and replaced in
its entirety to read as follows:

3.2.4 Exterior Site Lighting

(A)  **Purpose.** The purpose of this Section is to ensure adequate exterior lighting for the
safety, security, enjoyment and function of the proposed land use; conserve energy
and resources; reduce light trespass, glare, artificial night glow, and obtrusive light;
protect the local natural ecosystem from damaging effects of artificial lighting; and
encourage quality lighting design and fixtures.

(B)  **General Standard.** All development that includes proposed artificial outdoor
lighting, except for development on single-family detached residential lots, single-
family attached residential lots, and two-family dwelling residential lots for which
an application is submitted after [Insert Effective Date of Ordinance], subject to
below Subsection 3.2.4(D), shall submit for review and approval a proposed
lighting plan that complies with the standards in this Section 3.2.4 and meets the
functional needs of the proposed land use without adversely affecting adjacent
properties or the community.

(C)  **Design Standards.** The lighting plan shall meet the following requirements and all
other applicable requirements set forth in this Section 3.2.4:

(1)  Provide a comprehensive plan that clearly calculates the lumens of all
exterior lighting being proposed and demonstrates compliance with impacts
to adjacent properties, as outlined in subsections (I) and (J) below.

(2)  Design different use areas considering nighttime safety, utility, security,
enjoyment, and commerce.

(3)  Reinforce and extend the style and character of the architecture and land use
proposed within the site.

(4)  Demonstrate no light trespass onto Natural Areas, Natural Habitat Buffer
Zones or River Landscape Buffers as defined in Section 4.16(E)(5)(b)(1)(a).
(5) All lighting shall have a nominal correlated color temperature (CCT) of no greater than 3000 Kelvin. Consider high color fidelity lamps relative to the lighting application.

(6) Light poles shall be anodized (or otherwise coated) to minimize glare from the light source.

(D) **Existing Lighting.** Existing lighting shall mean lighting installed or approved prior to [Insert Effective Date of Ordinance].

(1) The addition of three (3) or more new fixtures in excess of the existing number of fixtures, updating or replacement of three (3) or more existing fixtures, or the updating or replacement of between ten (10) and fifty (50) percent of the existing fixtures requires an approved minor amendment pursuant to Section 2.2.10. Such minor amendment review is limited to meeting Section 3.2.4(A), Purpose, Section 3.2.4(C), Design Standards, and Section 3.2.4(I), Limits to Offsite Impacts.

(2) The addition of less than three (3) new fixtures in excess of the existing number of fixtures, updating or replacement of less than three (3) existing fixtures, or the update or the replacement of less than ten (10) percent of the existing fixtures requires Director review and approval. The review shall be limited to meeting Section 3.2.4(A), Purpose, Section 3.2.4(C), Design Standards, and Section 3.2.4(I), Limits to Offsite Impacts. The Director may impose conditions of approval to ensure lighting meets the purpose and intent of code requirements. The applicant may appeal the Director’s decision in the same manner as a basic development review or minor subdivision decision as set forth in Land Use Code Section 2.18.3(L).

(3) Should the addition of fixtures in excess of the existing number of fixtures or update or replacement of existing fixtures occur incrementally, and the cumulative changes exceed three (3) new fixtures or replacement of between ten (10) and fifty (50) percent of the existing fixtures, whichever is greater, within a ten (10) year period, the addition or update that exceeds such threshold must be approved through a minor amendment pursuant to Section 2.2.10. Such minor amendment will review the cumulative changes or updates and be limited to meeting Section 3.2.4(A), Purpose, Section 3.2.4(C), Design Standards, and Section 3.2.4(I), Limits to Offsite Impacts.

(4) Applicants for minor amendments and changes of use pursuant to Land Use Code Section 2.2.10(A) that result in the replacement or upgrade of fifty (50) percent or more of the existing outdoor lighting fixtures at one time or incrementally within a ten (10) year period shall submit a lighting plan for the entire development site that meets the requirements of this Section 3.2.4.
and, if necessary to meet such requirements, complete a site lighting retrofit of the entire development site.

(5) Applicants for major amendments and changes of use pursuant to 2.2.10(B) shall submit a lighting plan for the entire development site that meets the requirements of this Section 3.2.4 and, if necessary to meet such requirements, complete a site lighting retrofit for the entire development site.

(E) **Conformance with All Applicable Codes.** All outdoor lighting shall be installed in conformance with this Section 3.2.4 and applicable sections of Chapter 5 of the Code of the City of Fort Collins.

(F) **Exceptions.** The following are not subject to the requirements set forth in this Section 3.2.4:

1. Temporary lighting for construction sites, special events, holidays, and other events requiring lighting.
2. Festoon lights installed for less than thirty (30) consecutive days.
3. Lighting within the public right-of-way. Such lighting is regulated under the Larimer County Urban Area Street Standards.
4. Lighting for single family residential housing and duplexes. Such lighting is regulated by the adopted building codes and amendments.

(G) **Prohibited Lighting.** The following lighting is prohibited:

1. Site lighting that may be confused with warning, emergency or traffic signals.
2. Mercury vapor lamps.

(H) **Lighting Context Areas.** The applicable Lighting Context Area shall determine the limitations for exterior artificial lighting. The Lighting Context Areas are described as follows:

1. LC0 – No ambient lighting. Areas where the natural environment will be seriously and adversely affected by lighting. Impacts include disturbing the biological cycles of flora and fauna and/or detracting from human enjoyment and appreciation of the natural nighttime environment. The vision of human residents and users is adapted to the darkness, and they expect to see little or no lighting.
(2) LC1 – Low ambient lighting. The vision of human residents and users is adapted to low light levels. Lighting may be used for safety and convenience, but it is not necessarily uniform or continuous. Typical locations include low and medium density residential areas, commercial or industrial areas with limited nighttime activity, and the developed areas in parks and other natural settings.

(3) LC2 – Moderate ambient lighting. Areas of human activity where the vision of human residents and users is adapted to moderate light levels. Lighting may typically be used for safety and convenience, but it is not necessarily uniform or continuous. Typical locations include high density residential areas, shopping and commercial districts, industrial parks and districts, City playfields and major institutional uses, and mixed-use districts.

(4) LC3 – Moderately high ambient lighting. Lighting is generally desired for safety, security, convenience, and unique site conditions. Lighting is often uniform and/or continuous. Typical locations include select areas in the Downtown Zone District and 24-hour emergency medical sites.

Lighting Context Areas generally correspond to zone districts as provided in Table 3.2.4-1, Lighting Context Areas, although the assigned Lighting Context Area may vary from Table 3.2.4-1 if necessary to accomplish the purposes and intent of this Section 3.2.4. The location of the Lighting Context Areas are shown on the “Lighting Context Area Map” on file at the City Clerk’s office.

<table>
<thead>
<tr>
<th>Lighting Context Area</th>
<th>Land Use</th>
<th>Corresponding Zone Districts</th>
</tr>
</thead>
<tbody>
<tr>
<td>LC0</td>
<td>Natural Area/Conservation Easement</td>
<td>P-O-L (City Natural Areas)</td>
</tr>
<tr>
<td>LC1</td>
<td>Single Family/Multi-Family/Light Industrial/Employment/ Portions of Harmony District</td>
<td>P-O-L (City Parks); R-U-L; U-E; R-F; N-C L; R-C; L-M-N; M-M-N; I; E; T</td>
</tr>
<tr>
<td>LC2</td>
<td>Commercial/Industrial/ Portions of Harmony District/High Density Residential</td>
<td>C-N; C-C; C-C-N; C-C-R; C-G; C-L; H-C, R-D-R, D, H-M-N</td>
</tr>
<tr>
<td>LC3</td>
<td>Portions of Downtown, 24-Hour Emergency Medical Sites</td>
<td>D, M-M-N</td>
</tr>
</tbody>
</table>

(I) **Limits to Off-Site Impacts.** All luminaires shall be rated and installed according to Table 3.2.4-2, Table 3.2.4-3, and Table 3.2.4-4, which outline maximum BUG (Backlight-Uplight-Glare) ratings (see Figure B below) for all individual luminaires installed in a given Lighting Context Area. Luminaires equipped with
adjustable mounting devices shall not be permitted unless the total lumen output is one hundred fifty (150) lumens or less.

For property boundaries that abut public rights-of-way, private streets, private drives, public alleys, and public and private parking lots, the backlight rating, glare rating and illuminance values provided in Tables 3.2.4-2, 3.2.4-4 and 3.2.4-5 respectively, shall be measured ten (10) feet from the property boundary. For all other property boundaries, values shall be measured at the property boundary.

For tables 3.2.4-2 and 3.2.4-4 below, to be considered ideally oriented, the luminaire must be mounted with the backlight portion of the light output oriented perpendicular to and towards the property line of concern (see Figure A below).

Figure A. Ideally Oriented Luminaire and Mounting Conditions

Figure B. Backlight, Uplight and Glare
Table 3.2.4-2 Maximum Allowable Backlight Ratings.

<table>
<thead>
<tr>
<th>Mounting Condition</th>
<th>LC0</th>
<th>LC1</th>
<th>LC2</th>
<th>LC3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Greater than 2 mounting heights from the property line or not ideally oriented</td>
<td>B1</td>
<td>B3</td>
<td>B4</td>
<td>B5</td>
</tr>
<tr>
<td>1 to less than 2 mounting heights from the property line and ideally oriented</td>
<td>B1</td>
<td>B2</td>
<td>B3</td>
<td>B4</td>
</tr>
<tr>
<td>0.5 to less than 1 mounting heights from the property line and ideally oriented</td>
<td>B0</td>
<td>B1</td>
<td>B2</td>
<td>B3</td>
</tr>
<tr>
<td>Less than 0.5 mounting heights from the property line and ideally oriented</td>
<td>B0</td>
<td>B0</td>
<td>B0</td>
<td>B1</td>
</tr>
</tbody>
</table>

Table 3.2.4-3 Maximum Allowable Uplight Ratings.

<table>
<thead>
<tr>
<th>Allowed Uplight Rating</th>
<th>LC0</th>
<th>LC1</th>
<th>LC2</th>
<th>LC3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allowed light emission above 90 degrees for street or area lighting</td>
<td>U0</td>
<td>U0</td>
<td>U1</td>
<td>U2</td>
</tr>
</tbody>
</table>

Table 3.2.4-4 Maximum Allowable Glare Ratings.

<table>
<thead>
<tr>
<th>Mounting Condition</th>
<th>LC0</th>
<th>LC1</th>
<th>LC2</th>
<th>LC3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Greater than 2 mounting heights from the property line</td>
<td>G0</td>
<td>G1</td>
<td>G1</td>
<td>G2</td>
</tr>
</tbody>
</table>
2 or less mounting heights from the property line and ideally oriented

<table>
<thead>
<tr>
<th>Light Trespass Limitations. The illuminance levels provided in Table 3.2.4-4 shall be used for enforcement, should concerns of obtrusive lighting or question of compliance arise. Lighting plans shall show horizontal illuminance along all lot lines with calculation points spaced no further than ten (10) feet apart. This provision shall apply to all exterior lighting.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 to less than 2 mounting heights from the property line and <strong>not</strong> ideally oriented</td>
</tr>
<tr>
<td>0.5 to less than 1 mounting heights from the property line and <strong>not</strong> ideally oriented</td>
</tr>
<tr>
<td>Less than 0.5 mounting heights from the property line and not ideally oriented</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Lighting Context Area</th>
<th>Maximum Horizontal Illuminance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Natural Habitat Buffer Zones and River District Landscape Buffers</td>
<td>0.0</td>
</tr>
<tr>
<td>LC0</td>
<td>0.0</td>
</tr>
<tr>
<td>LC1</td>
<td>0.1</td>
</tr>
<tr>
<td>LC2</td>
<td>0.3</td>
</tr>
<tr>
<td>LC3</td>
<td>0.8</td>
</tr>
</tbody>
</table>

(J) **Site lumen limit.** The total installed initial luminaire lumens of all outdoor lighting shall not exceed the total site lumen limit. The total site lumen shall be determined using either the Parking Space Method (Table 3.2.4-5) or the Hardscape Area Method (Table 3.2.4-6). Only one method shall be used per permit application and the applicable method shall be determined by the applicant. For sites with existing lighting, existing lighting shall be included in the calculation of total installed lumens. The total installed initial luminaire lumens are calculated as the sum of the initial luminaire lumens for all luminaires. Sign lighting shall be exempt from the calculation of total installed lumens.

**Table 3.2.4-6 Allowed Total Initial Luminaire Lumens per Site for Non-Residential Outdoor Lighting, per Parking Space Method.**
May only be applied to properties up to ten parking spaces (including handicapped accessible spaces).

<table>
<thead>
<tr>
<th>LC0</th>
<th>LC1</th>
<th>LC2</th>
<th>LC3</th>
</tr>
</thead>
<tbody>
<tr>
<td>350 lumens per space</td>
<td>490 lumens per space</td>
<td>630 lumens per space</td>
<td>840 lumens per space</td>
</tr>
</tbody>
</table>

**Table 3.2.4-7 Allowed Total Initial Lumens per Site for Non-Residential Outdoor Lighting, Hardscape Area Method.**

May be used for any project. When lighting intersections of site drives and public streets or roads, a total of 600 square feet for each intersection may be added to the actual site hardscape area to provide for intersection lighting. Top level, exterior parking garage decks are included as Hardscape Areas.

<table>
<thead>
<tr>
<th>LC0</th>
<th>LC1</th>
<th>LC2</th>
<th>LC3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Allowance</td>
<td>0.5 lumens per square foot of hardscape</td>
<td>1.25 lumens per square foot of hardscape</td>
<td>2.5 lumens per square foot of hardscape</td>
</tr>
</tbody>
</table>

Additional allowances for sales and service facilities. No more than two additional allowances per site. Allowance may only be used to light the specific sales or service area selected and may not be used to light other areas of the site.

**Building Façades.** This allowance is lumen per unit area of building façade that are illuminated. To use this allowance, luminaires must be aimed at the façade.

<table>
<thead>
<tr>
<th>LC0</th>
<th>LC1</th>
<th>LC2</th>
<th>LC3</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>8 lumens per square foot</td>
<td>16 lumens per square foot</td>
<td></td>
</tr>
</tbody>
</table>

**Outdoor Sales Lots.** This allowance is lumens per square foot of uncovered sales lots used exclusively for the display of vehicles or other merchandise for sale, and may not include driveways, parking or other non-sales areas. To use this allowance, luminaires must be within 0.5 mounting heights of the sales lot area.

<table>
<thead>
<tr>
<th>LC0</th>
<th>LC1</th>
<th>LC2</th>
<th>LC3</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>4 lumens per square foot</td>
<td>8 lumens per square foot</td>
<td>16 lumens per square foot</td>
</tr>
</tbody>
</table>

**Outdoor Dining.** This allowance is lumen per unit area for the total illuminated hardscape of outdoor dining. In order to use this allowance, luminaires must be within 0.5

<table>
<thead>
<tr>
<th>LC0</th>
<th>LC1</th>
<th>LC2</th>
<th>LC3</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>1 lumen per</td>
<td>5 lumens per</td>
<td>10 lumens per</td>
</tr>
</tbody>
</table>
mounting heights of the hardscape area of outdoor dining. This allowance includes rooftop dining.

<table>
<thead>
<tr>
<th>Gasoline Station. This allowance is lumens per installed fuel pump. Both sides of a two-sided pump qualify as one allowance.</th>
<th>square foot</th>
<th>square foot</th>
<th>square foot</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>4,000 lumens per pump</td>
<td>8,000 lumens per pump</td>
<td>8,000 lumens per pump</td>
</tr>
</tbody>
</table>

(K) **Athletic and Recreational Fields.** The lighting for athletic and recreational fields are exempted from the lumen, BUG and color temperature requirements in this section and shall meet the following requirements:

1. Lighting shall have a nominal correlated color temperature (CCT) of no greater than 5700 Kelvin.

2. Off-site impacts shall be limited to the maximum extent practical.

3. Lighting controls shall provide the following functions:
   
   a. Lighting shall be dimmable to ten (10) percent to adjust illuminance levels for relative activity (maintenance vs active play).
   
   b. Local or remote manual control with at least two (2) preset illuminance levels.
   
   c. Lights shall be automatically extinguished by one (1) hour after the end of play.
   
   d. Field lighting aimed upward shall be controlled separately from downward-directed field lighting.

(L) **Alternative Compliance.** Upon request by an applicant, the decision maker may approve an alternative lighting plan that may be substituted in whole or in part for a plan meeting the standards of this Section.

1. **Procedure.** Alternative compliance lighting plans shall be prepared and submitted in accordance with submittal requirements for lighting plans as set forth in this Section. The plan shall clearly identify and discuss the modifications and 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 Section equally well or better than would a lighting plan which complies with the standards of this Section.

In reviewing the proposed alternative plan, the decision maker shall consider the extent to which the proposed design meets the functional safety and security needs, protects natural areas from light intrusion, enhances neighborhood continuity and connectivity, fosters nonvehicular access, and demonstrates innovative design and use of fixtures or other elements.

Section 3. That Section 5.1.2 of the Land Use Code is hereby amended by the addition of the following new definitions to read in their entirety as follows:

5.1.2 Definitions.

... 

BUG (Backlight, Uplight, Glare) Rating shall mean the quantity of light within various beam angles, consisting of:

1. Backlight – the percent lamp lumens (non-LED luminaires) or the luminaire initial lumens (LED luminaires) distributed behind a luminaire between zero (0) degrees vertical (nadir) and ninety (90) degrees vertical.

2. Uplight – the percent lamp lumens (non-LED luminaires) or the luminaire initial lumens (LED luminaires) distributed above a luminaire between ninety (90) and one hundred eighty (180) degrees vertical.

3. Glare – the percent lamp lumens (non-LED luminaires) or the luminaire initial lumens distributed sixty (60) and ninety (90) degrees vertical.

... 

Correlated color temperature (CCT) shall mean the absolute temperature of a blackbody whose chromaticity most nearly resembles that of the light source.

... 

Festoon lighting shall mean electric lighting with individual bulbs suspended along a string that incorporates power wiring and is suspended between two (2) or more points.

Glare shall mean the sensation produced by luminances within the visual field that are sufficiently greater than the luminance to which the eyes are adapted that causes annoyance, discomfort, or loss in visual performance or visibility.
Hardscape shall mean any non-living horizontal site element, including but not limited to patios, decks, walkways, sidewalks, driveways, and steps.

Ideally oriented luminaire shall mean a luminaire mounted with the backlight portion of the light output oriented perpendicular to and towards the property line of concern.

Illuminance shall mean the incidental light falling on a surface as measured in footcandles (fc). Total illuminance at a point is a combination of all light sources that contribute.

Light loss factor (LLF) shall mean a depreciation factor that describes the drop in light output over the life of the system. The total LLF is determined by a combination of factors, such as lumen depreciation and luminaire dirt depreciation. Light Loss Factors = 1.0 for evaluating compliance with Section 3.2.4.

Lumen (lm) shall mean the luminous flux emitted within a unit solid angle by a point source (one steradian) having a uniform luminous intensity of one candela (cd). See luminous flux.

Luminaire shall mean a complete lighting device consisting of the light source, lens, reflector, refractor, driver, housing and such support as is integral with the housing. If the driver is located within the housing, it is considered integral and therefore part of the luminaire. The pole, posts, and bracket or mast arm are not considered to be part of the luminaire.

Luminance (candelas per square meter, cd/m² or nits) shall mean the luminous intensity of any surface in a given direction per unit of projected area of the surface as viewed from that direction; i.e., the apparent brightness of a surface.

Luminous flux (lumen, lm) shall mean a unit of measure of the quantity of light. One lumen is the amount of light that falls on an area of one square meter, every point of which is one meter from a source of one candela. A light source of one candela emits a total of 12.57 lumens. Light sources are rated in terms of luminous flux. Lumens are used for evaluating compliance with Section 3.2.4.

Luminous intensity (candela, cd) shall mean the basic unit of light quantity as measured in candelas. The candela can be thought of as the number of photons per second emitted by the light source.

Mounting height (MH) shall mean the vertical distance between the finish grade and the center of the apparent light source of the luminaire.
Visibility shall mean the quality or state of being perceivable by the eye. Visibility may be defined in terms of the distance at which an object can be just perceived by the eye or it may be defined in terms of the contrast or size of a standard test object, observed under standardized view-conditions, having the same threshold as the given object.

Section 4. That Section 5.1.2 of the Land Use Code is hereby amended by the deletion of the existing definition of “Candela per square meter (nits)” and is replaced with a new definition to read as follows:

Candela (see luminous intensity), (cd) shall mean the unit of luminous intensity.

Introduced, considered favorably on first reading, and ordered published this 2nd day of March, A.D. 2021, and to be presented for final passage on the 16th day of March, A.D. 2021.

Mayor

ATTEST:

City Clerk

Passed and adopted on final reading on this 16th day of March, A.D. 2021.

Mayor

ATTEST:

City Clerk
AGENDA ITEM SUMMARY
March 16, 2021

STAFF
Nina Bodenhamer, City Give Director
Ingrid Decker, Legal

SUBJECT
First Reading of Ordinance No. 041, 2021, Appropriating Unanticipated Philanthropic Revenue Received by City Give for Transfer to Natural Areas for Restoration of Bobcat Ridge.

EXECUTIVE SUMMARY
The purpose of this item is to appropriate $75,000 in philanthropic revenue in the General Fund through City Give for transfer to Natural Areas to support fire recovery and ecological restoration efforts at Bobcat Ridge Natural Area as designated by the donor, the D.R. & V. Pulliam Charitable Trust.

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

BACKGROUND / DISCUSSION
The purpose of this item is to appropriate $75,000 in philanthropic revenue in the General Fund for transfer to Natural Areas to support fire recovery and ecological restoration efforts at Bobcat Ridge Natural Area as designated by the donor, the D.R. & V. Pulliam Charitable Trust; specifically, the funds shall be used for the purpose of (1) restoration of the “wishing well” at the historic cabin; (2) replacement of the horse ramp for people with disabilities; (3) shrub/habitat restoration; (4) drainage restoration; and (5) trail maintenance and repairs.

Opened to the public in 2006, Bobcat Ridge is a 2,600-acre natural area linked to a network of public lands stretching from the eastern plains all the way to Rocky Mountain National Park. Miles of meadows and stunning views surround the wheelchair-accessible shelter and ADA accessible historic cabin.

The natural area, with over 17 miles of trails, is currently closed to the public due to the Cameron Peak Fire of 2020. Reopening is expected in the summer of 2021.

The philanthropic award supports the Natural Areas Department efforts to restore historic structures, replace ADA features, improve habitat, fire recovery and ecological restoration efforts in a commitment to reopen Bobcat Ridge Natural Area to the public.

David Rice (D.R.) Pulliam and his wife, Virginia (Ginny), were the previous owners of the Bobcat Ridge property. Previous funding from the Pulliam Family Charitable Trust has provided for the construction of the D.R. and Ginny Trails, special programming, restoration efforts, and more.

The City Manager recommends 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. Also recommended the transfer described herein and has determined that the purpose for which the transferred funds are to be expended remains unchanged.

**CITY FINANCIAL IMPACTS**

The Ordinance will appropriate $75,000 of philanthropic revenue which will supplement an existing Natural Areas restoration 2021 approved budget of $360,000 for Planning, Special Projects, and Resource Management within Natural Areas.

The revenue is being appropriated into the General Fund for transfer to the Natural Areas Department in the Natural Areas Fund. The funds have been received and accepted per City Give Administrative and Financial Policy.

**BOARD / COMMISSION RECOMMENDATION**

The Land Conservation and Stewardship Board unanimously supported the appropriation at their January 2021 meeting.

**ATTACHMENTS**

1. Land Conservation and Stewardship Board Minutes (PDF)
Appropriating Pulliam Fire Recovery Grant

Zoe Shark, Interim NAD Director

Zoe announced a $75K grant from the Pulliam Charitable Trust designated for Cameron Peak Fire recovery efforts at Bobcat Ridge Natural Area. The Trust has outlined specific allocations for the funds. In order to appropriate the funds into NAD budget Zoe is asking for approval from the LCSB.

Mike Weber made a motion that City Council approve the appropriation of $75K from the Pulliam Charitable Trust to be used for fire recovery efforts at Bobcat Ridge Natural Area. Kelly Ohlson seconded the motion. The motion was unanimously approved 8-0.
ORDINANCE NO. 041, 2021
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROPRIATING UNANTICIPATED PHILANTHROPIC REVENUE RECEIVED
BY CITY GIVE FOR TRANSFER TO NATURAL AREAS FOR RESTORATION
OF BOBCAT RIDGE

WHEREAS, the City is the owner of a 2,600 acre parcel of land southwest of Fort Collins known as Bobcat Ridge Natural Area (the “Property”); and

WHEREAS, the City purchased the Property in 2003 from D.R. and Virginia Pulliam; and

WHEREAS, in the fall of 2020, most of the Property was burned by the Cameron Peak Fire; and

WHEREAS, the D.R. &V. Pulliam Charitable Trust has awarded the City $75,000 for the Natural Areas Department to use for fire recovery and ecological restoration efforts on the Property; specifically:

(1) restoration of the “wishing well” at the historic cabin;
(2) replacement of the horse ramp for people with disabilities;
(3) shrub/habitat restoration;
(4) drainage restoration; and
(5) trail maintenance and repairs; and

WHEREAS, this appropriation benefits public health, safety and welfare of the citizens of Fort Collins and serves the public purpose of restoring historic structures, replacing features needed to accommodate persons with disabilities and restoring habitat, all with the goal of reopening the Property to the public in 2021; 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 these appropriations are available and previously unappropriated from the General Fund and the Natural Areas Fund, as applicable, and will not cause the total amount appropriated General Fund and the Natural Areas Fund, as applicable, to exceed the current estimate of actual and anticipated revenues to be received in these funds during this 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; and

WHEREAS, because the donated funds are restricted to use for a particular purpose, any appropriations for Art in Public Places that may be required pursuant to Article XII of Chapter 23 of the City Code for the restoration project on the Property will be made with unrestricted funds in other funding appropriations for the project; and

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, City Give Reserves account, the sum of SEVENTY-FIVE THOUSAND DOLLARS ($75,000) for transfer to the Natural Areas Fund and appropriated therein for the Natural Areas Department to support fire recovery and ecological restoration efforts at the Bobcat Ridge Natural Area.

Introduced, considered favorably on first reading, and ordered published this 16th day of March, A.D. 2021, and to be presented for final passage on the 20th day of April, A.D. 2021.

__________________________________________
Mayor

ATTEST:

__________________________________________
City Clerk

Packet Pg. 100
Passed and adopted on final reading on the 20th day of April, A.D. 2021.

Mayor

ATTEST:

City Clerk
AGENDA ITEM SUMMARY
City Council

March 16, 2021

STAFF
Blaine Dunn, Interim Accounting Director
John Duval, Legal

SUBJECT
First Reading of Ordinance No. 042, 2021, Authorizing the Issuance of the City of Fort Collins, Colorado Tax-Exempt Economic Development Revenue Bond (The Residence At Oakridge Project), Series 2021A and Taxable Economic Development Revenue Bond (The Residence At Oakridge Project), Series 2021B to Refund the City of Fort Collins, Colorado Variable Rate Economic Development Revenue Bonds, Series 2001A (The Residence At Oakridge Project); and Authorizing the Execution and Delivery by the City of a Financing Agreement, Bonds, and Other Documents in Connection Therewith.

EXECUTIVE SUMMARY
In 2001, the City issued its City of Fort Collins, Colorado Variable Rate Economic Development Revenue Bonds, Series 2001A (The Residence at Oakridge Project), in the original aggregate principal amount of $3,555,000 (the “2001A Bonds”). The 2001A Bonds financed a portion of the costs of a 68-bed assisted living facility in the Oakridge Business Park (the “Project”). The proceeds of the 2001A Bonds were loaned by the City to The Residence @ Oakridge, LLC, a Florida limited liability company (the “Borrower”) which owns the Project. The Borrower has requested that the City issue its Tax-Exempt Economic Development Revenue Bond (The Residence At Oakridge Project), Series 2021A and Taxable Economic Development Revenue Bond (The Residence At Oakridge Project), Series 2021B (collectively, the “2021 Bonds”) to refund the 2001A Bonds to take advantage of current low interest rates. The Borrower has solicited proposals from various financial institutions and has determined that First American State Bank (the “Lender”) will provide the lowest interest rate and most favorable terms to the Borrower. This Ordinance will authorize the issuance of an amount not to exceed $2,415,000 of economic development revenue bonds for the Project.

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION
The Project

Under the federal and state laws governing the use of economic development revenue bonds (also known as private activity bonds), the City may issue the 2021 Bonds, but may not use its own revenues to support the
Project or pay the 2021 Bonds. The Project will generate the revenue required to repay the 2021 Bonds. The repayment of the 2021 Bonds will also be secured by a deed of trust on the Project. The total amount of 2021 Bonds to be issued will not exceed $2,415,000.

The Project is a 68-bed assisted living facility in the Oakridge Business Park. In connection with the issuance of the 2001A Bonds, a Regulatory Agreement and Declaration of Restrictive Covenants was made and entered into as of May 1, 2001, by and among the City, the Borrower, and U.S. Bank National Association, acting as trustee for the 2001A Bonds (the “Original Regulatory Agreement”). The Original Regulatory Agreement requires that at least forty percent (40%) of the completed dwelling units in the Project will be occupied (or held vacant and available for immediate occupancy) by Lower Income Tenants. “Lower Income Tenants” means individuals or families who have an adjusted gross income which does not exceed sixty percent (60%) of the median gross income for the Fort Collins-Loveland Statistical Area. In order to assure that the Project will continue to serve such Lower Income Tenants and qualify for the issuance of tax-exempt bonds under federal tax-law, the City, the Borrower and the Lender will enter into an Amended and Restated Regulatory Agreement and Declaration of Restrictive Covenants (the “2021 Use Restriction”) which also requires that at least forty percent (40%) of the completed dwelling units in the Project will be occupied (or held vacant and available for immediate occupancy) by Lower Income Tenants.

The City’s Role in Issuance of the Bonds

Under the federal tax laws and the Act, the role of the City in this transaction is to be the issuer of the 2021 Bonds but the City has no financial obligation to pay the 2021 Bonds. The Lender will acquire the 2021 Bonds pursuant to a Financing Agreement between the City, the Borrower, and the Lender (the “Financing Agreement”). As required by the Act, the Financing Agreement provides:


The Ordinance authorizes the issuance of the 2021 Bonds and approves the forms of the Financing Agreement and the 2021 Use Restriction which are on file with the City Clerk.

In addition to the City having no financial liability for the 2021 Bonds, the issuance of these Bonds will not have any effect on the City’s current allocation for private activity bonds. This is so because Internal Revenue Code
Section 146(i) provides that a refunding of bonds has no effect on the allocation if the principal of the refunding bonds is not greater than the principal of the tax-exempt bonds being refunded. Here, the principal of the 2021 Bonds will not be greater than the 2001A Bonds being refunded.

CITY FINANCIAL IMPACTS

The City’s issuance of the 2021 Bonds as authorized by this Ordinance will have no financial impact on the City.
ORDINANCE NO. 042, 2021
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AUTHORIZING THE ISSUANCE OF THE CITY OF FORT COLLINS, COLORADO TAX-
EXEMPT ECONOMIC DEVELOPMENT REVENUE BOND (THE RESIDENCE AT
OAKRIDGE PROJECT), SERIES 2021A AND TAXABLE ECONOMIC DEVELOPMENT
REVENUE BOND (THE RESIDENCE AT OAKRIDGE PROJECT), SERIES 2021B TO
REFUND THE CITY OF FORT COLLINS, COLORADO VARIABLE RATE ECONOMIC
DEVELOPMENT REVENUE BONDS, SERIES 2001A (THE RESIDENCE AT OAKRIDGE
PROJECT); AND AUTHORIZING THE EXECUTION AND DELIVERY BY THE CITY OF
A FINANCING AGREEMENT, BONDS, AND OTHER DOCUMENTS IN CONNECTION
THEREWITH

WHEREAS, the City of Fort Collins, Colorado (the “City”) is a municipal corporation
and a home rule city duly organized and existing under the laws of the State of Colorado and in
particular under the provisions of Article XX of the Constitution of the State of Colorado and the
Charter of the City (the “Charter”); and

WHEREAS, as authorized by the adoption of Ordinance No. 81, 2001 by the City of Fort
Collins City Council (the “City Council”), the City has previously issued its City of Fort Collins,
Colorado Variable Rate Economic Development Revenue Bonds, Series 2001A (The Residence
at Oakridge Project), in the original aggregate principal amount of $3,555,000 (the “2001A
Bonds”); and

WHEREAS, the City is authorized by the Charter, the County and Municipality
Development Revenue Bond Act, constituting §§ 29-3-101 through 29-3-123 of the Colorado
Revised Statutes (“C.R.S.”), inclusive (the “Act”), and C.R.S. §§ 11-57-201 through 11-57-214,
inclusive (the “Supplemental Public Securities Act”), to issue its City of Fort Collins, Colorado
Tax-Exempt Economic Development Revenue Bond (The Residence at Oakridge Project), Series
2021A (the “2021A Bond”) and its City of Fort Collins, Colorado Taxable Economic
Development Revenue Bond (The Residence at Oakridge Project), Series 2021B (the “2021B
Bond”, and together with the 2021A Bond, the “Bonds”) for the purpose of refunding the 2001A
Bonds; and

WHEREAS, the Charter, the Act and the Supplemental Public Securities Act authorize
the City: (a) to issue the Bonds for the purpose of defraying the cost of refunding the 2001A
Bonds and all incidental expenses incurred in connection with the issuance of such Bonds; (b) to
enter into a Financing Agreement (the “Financing Agreement”) with the Borrower (as hereinafter
defined) and the Lender (as hereinafter defined) for the purpose of lending the proceeds of the
Bonds to the Borrower and providing for the payment of the Bonds from certain revenues of the
Borrower, which Bonds are authorized to be issued by the City under the Charter, the Act and
the Supplemental Public Securities Act and upon such terms and conditions as the City Council
may deem advisable; and (c) to secure the payment of the principal of, premium, if any, and
interest on such Bonds as provided in the Charter, the Act and the Supplemental Public
Securities Act; and

WHEREAS, the City Council is authorized by the Supplemental Public Securities Act to
delegate to any of its members, chief executive officer or chief financial officer the authority to
sign a contract for the purchase of securities or to accept a binding bid for securities and, in addition, may delegate the following determinations, among others, to such member or officer without any requirement that the issuing authority approve such determinations: (a) the rate of interest on securities; (b) the conditions on which and the prices at which the applicable securities may be redeemed before maturity; (c) the existence and amount of any capitalized interest or reserve funds; (d) the price at which the securities will be sold; (e) the principal amount and denominations of the securities; (f) the amount of principal maturing in any particular year; and (g) the dates on which principal and interest shall be paid; and

WHEREAS, The Residence @ Oakridge, LLC, a Florida limited liability company (the “Borrower”) owns the project financed with the proceeds of the 2001 Bonds (the “Project”); and

WHEREAS, the Borrower proposes that the City issue the Bonds and enter into the Financing Agreement with the Borrower and the Lender in order to pay a portion of the costs of refunding the 2001A Bonds including paying the costs of issuance of the Bonds (the “Refunding Project”); and

WHEREAS, the Borrower has solicited proposals from various financial institutions and has determined that First American State Bank (the “Lender”) will provide the lowest interest rate and most favorable terms to the Borrower; and

WHEREAS, the Lender has agreed to make a loan by purchasing the Bonds and enter into the Financing Agreement; and

WHEREAS, the City has determined that it is advisable and in the best interests of the City to issue and deliver the Bonds to the Lender and to enter into the Financing Agreement to finance a portion of the costs of the Refunding Project; and

WHEREAS, the cost of the Refunding Project will be paid out of the proceeds of the Bonds, and no cost or expense shall be borne by the City in connection with the issuance of the Bonds, the preparation of any documents relating thereto, or any legal or financial consultants retained in connection therewith, and the Bonds shall be a special, limited obligation of the City payable solely from the receipts and moneys provided by the Borrower; and

WHEREAS, in connection with the issuance of the 2001A Bonds, the City, the Borrower and the trustee for the 2001A Bonds entered into a Regulatory Agreement and Declaration of Restrictive Covenants dated as of May 1, 2001 (the “2001 Use Restriction”); and

WHEREAS, in connection with the issuance of the Bonds, it is necessary that the 2001 Use Restriction be amended and restated pursuant to an Amended and Restated Regulatory Agreement and Declaration of Restrictive Covenants among the City, the Borrower and the Lender (the “2021 Use Restriction”); and

WHEREAS, the proposed form of the Financing Agreement (with the forms of the Bonds attached thereto) is attached hereto as Exhibit “A” and incorporated herein by reference; and

WHEREAS, the 2021 Use Restriction is attached hereto as Exhibit “B” and incorporated herein by reference; and
WHEREAS, the Financing Agreement and the 2021 Use Restriction shall hereafter be referred to jointly as the “Financing Documents); and

WHEREAS, as provided in § 146(i) of the Internal Revenue Code, this issuance of the Bonds to refund the 2001A Bonds will not affect the City’s volume cap for issuing private activity bonds because the principal amount of the 2021A Bonds will not be greater than the principal amount of the 2001A Bonds.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FORT COLLINS, COLORADO 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 all action (not inconsistent with the provisions of this Ordinance) heretofore taken by the City Council and the officers of the City directed toward the financing of the Refunding Project and the issuance and sale of the Bonds therefor is hereby ratified, approved and confirmed.

Section 3. That the City shall finance the Refunding Project subject to the terms of the Financing Agreement by the issuance, sale and delivery of the Bonds.

Section 4. That there is hereby authorized to be issued: (a) the City of Fort Collins, Colorado Tax-Exempt Economic Development Revenue Bond (The Residence at Oakridge Project), Series 2021A in the principal amount of $2,245,000, issuable as one fully registered bond as provided in the Financing Agreement, and (b) City of Fort Collins, Colorado Taxable Economic Development Revenue Bond (The Residence at Oakridge Project), Series 2021B in the principal amount of $170,000 issuable as one fully registered bond as provided in the Financing Agreement.

The City Council hereby elects to apply the Supplemental Public Securities Act to the Bonds. Pursuant to such election, the City Council hereby delegates for a period of up to one year from the date of adoption of this Ordinance to either the City Manager or the City’s Chief Financial Officer the independent authority to establish: (i) the principal amount and the interest rate on the Bonds and the payment dates for principal and interest; (ii) the prior redemption provisions for the Bonds; (iii) the date on which the Bonds shall mature; and (iv) any other matters specified in C.R.S. § 11-57-205(1).

Notwithstanding the foregoing, the aggregate principal amount of the Bonds shall not exceed $2,415,000 (the “Maximum Principal Amount”); the maximum interest rate on the Bonds (assuming no event of default or event of taxability) shall not exceed 4.5%; the net effective interest rate for the Bonds (assuming no event of default or event of taxability) shall not exceed 4.5%; and the final maturity date of the Bonds shall be not later than thirteen years from the dated date of the Bonds.

Section 5. That the following determinations and findings are hereby made in accordance with C.R.S. Sections 29-3-113, 29-3-114 and 29-3-120 of the Act:
(a) The maximum amount necessary in any year to pay the principal of and the interest on the Bonds is $261,793, assuming that the Bonds are issued in the Maximum Principal Amount, bear interest at 4.5%, and are amortized with interest only for approximately one year and approximately level debt service thereafter until May 1, 2034.

(b) A Debt Service Reserve Account has been established for the retirement of the Bonds. The amount required by the Financing Agreement to be deposited to the Debt Service Reserve Account will be funded from proceeds of the Bonds and other funds of the Borrower.

(c) The terms under which the Refunding Project is to be financed provide that the Borrower shall maintain the Project and carry all proper insurance with respect thereto.

(d) The revenues payable under the Financing Agreement are sufficient to pay, in addition to all other requirements of the Financing Agreement and this Ordinance, all sums referred to in paragraphs (a), (b) and (c) of this Section.

(e) The revenues payable under the Financing Agreement are sufficient to pay, in addition to all other requirements of the Financing Agreement and this Ordinance, all taxes payable pursuant to C.R.S. Section 29-3-120 of the Act.

Section 6. That the forms, terms and provisions of the Financing Documents are hereby approved and the City shall enter into the Financing Documents in substantially the forms of such documents attached hereto as Exhibit “A” and Exhibit “B”, with only such changes therein as are not inconsistent herewith and as approved by the City Manager or the City Chief Financial Officer as provided in Section 3 hereof, and the execution of the Financing Documents by the Mayor, shall be conclusive evidence of the approval thereof. The Mayor is hereby authorized and directed to execute and deliver the Financing Documents and the City Clerk is hereby authorized and directed to affix the City seal to and to attest the Financing Documents.

Section 7. That the forms, terms and provisions of the Bonds in substantially the forms contained in the Financing Agreement are hereby approved, with only such changes therein as are not inconsistent herewith; and the Mayor is hereby authorized and directed to execute the Bonds and the City Clerk is hereby authorized and directed to affix the seal of the City to the Bonds and to attest the Bonds. The signatures of the Mayor and the City Clerk on the Bonds and the seal of the City on the Bonds shall be affixed manually or by facsimile.

Section 8. That the Bonds are issued pursuant to the Act and the Supplemental Public Securities Act and the officers and employees of the City shall take all action in conformity with the Act and the Supplemental Public Securities Act necessary or reasonably required to effectuate the issuance of the Bonds and shall take all action in conformity with the Act and the Supplemental Public Securities Act necessary or desirable to finance the cost of the Project and for carrying out, giving effect to and consummating the transactions contemplated by this Ordinance and the Financing Agreement, including, without limitation, the execution and
delivery of any closing documents or tax agreement to be delivered in connection with the sale and delivery of the Bonds.

Section 9. That the cost of the Refunding Project, including incidental issuing expenses, will only be paid out of the proceeds of the Bonds or moneys provided by the Borrower, and the Bonds will not be a general obligation of the City, nor shall the Bonds, including interest thereon, constitute the debt or indebtedness of the City within the meaning of the City Charter or the Constitution or statutes of the State of Colorado, nor shall anything contained in this Ordinance or in the Bonds, the Financing Documents or any other instrument give rise to a pecuniary liability of the City, any multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City, or a charge upon the general credit or taxing powers of the City, nor shall the breach of any agreement contained in this Ordinance, the Bonds or the Financing Documents impose any pecuniary liability on the City or a charge upon the general credit or taxing powers of the City, the City having no power to pay out of its general fund, or otherwise contribute any part of the costs of financing the Project, nor power to operate the Project as a business or in any manner, nor shall the City condemn any land or other property for the Project nor contribute any land or other property to the Project. Nothing contained in this Ordinance or the Financing Documents shall give rise to any personal or pecuniary liability of any elected official, officer, director, employee, agent or attorney of the City.

Section 10. That if any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 11. That all bylaws, orders, resolutions and ordinances, or parts hereof, inconsistent herewith and with the documents hereby approved, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance, or part thereof.

Section 12. That after the Bonds are issued, this Ordinance shall be and shall remain irrepealable until the Bonds shall be fully paid, canceled and discharged.

Section 13. That a true copy of this Ordinance, as adopted by the City Council, shall be numbered and recorded on the official records of the City Council and its adoption and publication shall be authenticated by the signatures of the Mayor and the City Clerk, and by a certificate of the publisher.

Section 14. That this Ordinance shall take effect on the tenth day following its adoption.
Introduced, considered favorably on first reading, and ordered published this 16th day of March, A.D. 2021, and to be presented for final passage on the 20th day of April, A.D. 2021.

___________________  _______________
Mayor

ATTEST:

_____________________________
City Clerk

Passed and adopted on final reading on this 20th day of April, A.D. 2021.

_____________________________
Mayor

ATTEST:

_____________________________
City Clerk
FINANCING AGREEMENT

By and Among

CITY OF FORT COLLINS, COLORADO

and

THE RESIDENCE @ OAKRIDGE, LLC

and

FIRST AMERICAN STATE BANK

relating to:

City of Fort Collins, Colorado
Tax-Exempt Economic Development Revenue Bond
(The Residence at Oakridge Project)
Series 2021A
in the Principal Amount of
[Series A Par]

and

City of Fort Collins, Colorado
Taxable Economic Development Revenue Bond
(The Residence at Oakridge Project)
Series 2021B
in the Principal Amount of
[Series B Par]

Dated [closing date], 2021
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THIS FINANCING AGREEMENT is dated [closing date], 2021 (this “Agreement”), by and among the CITY OF FORT COLLINS, COLORADO, a municipal corporation and a home rule city duly organized and existing under the laws of the State of Colorado and in particular under the provisions of Article XX of the Constitution of the State of Colorado and the City Charter (the “Issuer”), THE RESIDENCE @ OAKRIDGE, LLC, a Florida limited liability company (the “Borrower”), and FIRST AMERICAN STATE BANK, a Colorado state banking corporation (the “Bond Purchaser” or “First American State Bank”).

W I T N E S S E T H :

WHEREAS, the Issuer is authorized by the City Charter, the County and Municipality Development Revenue Bond Act, constituting Article 3, Title 29, Colorado Revised Statutes, as amended (the “Act”) and the Colorado Supplemental Public Securities Act, constituting Part 2, Article 57, Title 11, Colorado Revised Statutes, as amended (the “Supplemental Act”) to issue revenue bonds to finance one or more projects, which includes any land, building or other improvement and all real or personal properties suitable or used for or in connection with hospital, health-care or nursing-home facilities; and

WHEREAS, the Act permits counties and municipalities to finance such projects which are located within the corporate limits of the county or municipality; and

WHEREAS, the Act further authorizes counties and municipalities to issue revenue bonds for the purposes described above, including all incidental expenses incurred in issuing such bonds, to secure the payment of such bonds as provided in the Act, and to enter into financing agreements with others for the purpose of providing revenue to pay such bonds upon such terms and conditions as the counties and municipalities may deem advisable; and

WHEREAS, the Act further provides that title to any project may at all times remain in the name of the user of the project; and

WHEREAS, the Issuer has previously issued its City of Fort Collins, Colorado Variable Rate Economic Development Revenue Bonds, Series 2001A (The Residence at Oakridge Project), in the original aggregate principal amount of $3,555,000 (the “2001A Bonds”); and

WHEREAS, the Borrower has requested that the Issuer refund the 2001A Bonds (the “Refunding Project”); and

WHEREAS, pursuant to and in accordance with the Act, the Issuer, by ordinance adopted by the City Council of the Issuer and in furtherance of the purposes of the Act, pursuant to this Agreement, proposes to finance the Refunding Project by the issuance of its City of Fort Collins, Colorado Tax-Exempt Economic Development Revenue Bond (The Residence at Oakridge Project), Series 2021A in the principal amount of [Series A Par] (the “2021A Bond”) and its City of Fort Collins, Colorado Taxable Economic Development Revenue Bond (The Residence at Oakridge Project), Series 2021B in the principal amount of [Series B Par] (the “2021B Bond”, and together with the 2021A Bond, the “Bonds”), and to loan the proceeds of the Bonds to the Borrower; and
WHEREAS, the Borrower desires to borrow the proceeds of the Bonds upon the terms and conditions set forth in this Agreement to pay in full the 2001A Bonds; and

WHEREAS, First American State Bank proposes to purchase the Bonds from the Issuer; and

WHEREAS, the Bonds issued hereunder will be secured by (a) the Revenues (as defined in Section 1.02 hereof) and funds pledged or assigned as security therefor under this Agreement, including, without limitation, payments made by the Borrower under the promissory notes related to the Bonds, dated the date hereof (the “Notes”) by the Borrower to the Bond Purchaser as assignee of the Issuer; and (b) additionally secured by the Security Documents (defined herein); and

WHEREAS, the issuance and sale of the Bonds, the loan of the proceeds thereof, as evidenced by the Notes, and the security for the payment of the Bonds in accordance with this Agreement have been authorized by an ordinance adopted by the City Council of the Issuer on April 20, 2021, and the Borrower and First American State Bank have each taken such corporate actions necessary for them to execute and deliver, and to perform their respective obligations under, this Agreement and the related agreements, instruments and other documents relating hereto;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the parties agree as follows:

**ARTICLE I**

**DEFINITIONS**

**Section 1.01 General.** All definitions herein shall be applicable to the singular and plural form of the term defined.

**Section 1.02 Definitions.** Except where the context indicates otherwise, the following terms shall have the meanings set forth below:

“Accessibility Laws” means any federal, state or local law, statute, code, ordinance, rule, regulation or requirement, including, without limitation, under the United States Americans With Disabilities Act of 1990, as amended (the “ADA”), relating to accessibility to facilities or properties for disabled, handicapped and/or physically challenged persons, or other persons covered by the ADA, including, without limitation, the applicable accessibility requirements set forth in 24 CFR Part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and the design and construction requirements set forth in 24 CFR 100.205, which implements the Fair Housing Act (42 U.S.C. 3601-3619).

“Act” means the County and Municipality Development Revenue Bond Act, constituting Article 3, Title 29, Colorado Revised Statutes, as amended, or any successor statute thereto.

“Administration Fees and Expenses” means all reasonable and necessary expenses incurred by the Issuer in performing its duties or exercising its rights under this Agreement.
“Affiliate” means any person or entity which (A) owns beneficially, directly or indirectly, any outstanding units or equity interests of Borrower, or (B) controls, is controlled by or is under common control with Borrower. The term “control” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through ownership of voting securities, by contract or otherwise.

“Agreement” has the meaning given in the Preamble, and as it may be amended, modified, supplemented or restated from time to time.

“Anti-Money Laundering Laws” means the Patriot Act; the Bank Secrecy Act, as amended through the date hereof; Executive Order 13324-Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, as amended through the date hereof; and other federal laws and regulations and executive orders administered by OFAC which prohibit, among other things, the engagement in transactions with, and the provision of services to, certain foreign countries, territories, entities and individuals (such individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanction and embargo programs), and such additional laws and programs administered by OFAC which prohibit dealing with individuals or entities in certain countries regardless of whether such individuals or entities appear on any of the OFAC lists.

“Assignment of Rents” means one or more Assignment of Leases, Rents and Other Rights, relating to the Property dated the Closing Date and granted, by the Borrower to and for the benefit of the Bond Purchaser, as it may be amended, modified, supplemented or restated from time to time.

“Authorized Issuer Representative” means any one of the persons at the time designated to act on behalf of the Issuer by written certificate furnished to the Borrower and the Bond Purchaser containing the specimen signatures of such persons and signed on behalf of the Issuer by its Mayor.

“Authorized Borrower Representative” means the person or persons from time-to-time designated to act on behalf of the Borrower by written certificate furnished to the Issuer and the Bond Purchaser, containing the specimen signature of such person(s) and signed by an officer of the Borrower; the certificate may designate an alternate or alternates.

“Authorized Registered Owner Representative” means the person from time to time designated to act on behalf of the Registered Owner by written certificate furnished to the Issuer and the Borrower, containing the specimen signature of such person and signed by an officer of the Registered Owner; the certificate may designate an alternate or alternates.

“Bankruptcy Code” means the United States Bankruptcy Code, together with all statutory and regulatory provisions consolidating, amending, replacing, or interpreting the same.

“Bond Counsel” means the counsel who renders the opinion as to the exclusion of interest on the Bonds from gross income for federal and state income tax purposes or such other nationally recognized municipal Bond Counsel as is mutually acceptable to the Issuer and the Bond Purchaser.
“Bond Purchaser” or “First American State Bank” means First American State Bank, a Colorado state banking corporation, and its successors and assigns.

“Bonds” means the 2021A Bond and 2021B Bond.

“Borrower” means The Residence @ Oakridge, LLC, a Florida limited liability company, and its successors and assigns.

“Borrower Documents” means this Agreement, the Security Documents, the Tax Compliance Certificate and all other documents entered into by the Borrower in connection with this Agreement and the issuance of the Bonds by the Issuer.

“Business Day” means any day of the week other than Saturday, Sunday or a day which shall be in the State a legal holiday or a day on which banks in the State are closed for business.

“Closing Date” means [closing date], 2021.


“Collateral” means, collectively, the Property and all other property and assets in which a lien, security interest or collateral assignment is granted under the Security Documents and hereunder.

“Collateral Assignment Agreements” means, the Assignment of Deposit Account, Collateral Assignments of Management Agreement, and any other assignment or security interest grant made for the benefit of the Bond Purchaser, as such may be amended, modified, supplemented or restated from time to time.

“Debt Service Reserve Account” is defined in Section 6.04(b).

“Debt Service Reserve Requirement” means the amount of $______.

“Deed of Trust” means the Deed of Trust and Assignment of Rents on the Property.

“Default” is defined in Section 6.17.

“Default Rate” means twelve percent (12%) per annum.

“Determination of Taxability” means and shall occur when, (a) the Borrower and the Registered Owner receive written notice from the Issuer, supported by an opinion of Bond Counsel, that interest on the 2021A Bond is includable in the gross income of the Registered Owner of the 2021A Bond for federal income tax purposes (for any reason not specific or personal to the Registered Owner, including without limitation any change in law) unless the Borrower shall within thirty (30) days thereafter provide the Issuer and the Registered Owner with an opinion of Bond Counsel that interest on the 2021A Bond is not includible in the gross income of the Registered Owner of the 2021A Bond for federal income tax purposes (for any reason not specific or personal to the Registered Owner, including without limitation any change in law); (b) Bond
Counsel withdraws its opinion, delivered in accordance with Section 8.14(l) hereof, that interest on the 2021A Bond is excludable from gross income of the Registered Owner of the 2021A Bond for federal income tax purposes (for any reason not specific or personal to the Registered Owner, including without limitation any change in law); or (c) any final determination, decision or decree is made by the Commissioner or any District Director of the Internal Revenue Service, or by any court of competent jurisdiction, for which there is no further right of appeal and that the interest payable on the 2021A Bond is includable in the gross income for federal income tax purposes of the Registered Owner by virtue of the occurrence of any event, including any change in the Constitution or laws of the United States of America or the State, which results in interest payable on the 2021A Bond becoming includable in the gross income of the Registered Owner pursuant to Section 103(b) of the Code, and the rules and regulations promulgated thereunder (for any reason not specific or personal to the Registered Owner, including without limitation any change in law) if and so long as such determination, decision or decree is not being appealed or otherwise contested in good faith by the Borrower.

“Effective Date” means the Closing Date.

“Environmental Indemnity” means that certain Environmental Indemnity Agreement, dated as of the Closing Date, by the Borrower to and for the benefit of the Bond Purchaser, as it may be amended, modified, supplemented, or restated from time to time.

“Environmental Laws” means any statute, regulation, rule or other law, regulation, order or decree, or any provision as set forth in any license or permit pertaining to (a) emission, discharge, release, runoff, disposal, or presence in the environment of any Hazardous Material; (b) cleanup, containment, manufacturing, treatment, handling, transportation, storage, or sale of, or other activity pertaining to, any Hazardous Material; or (c) other peril to public or occupational health or safety or to the environment that may be posed by any Hazardous Material.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder from time to time.

“Event of Default” means those events specified in Section 7.01 hereof.

“Event of Taxability” means the earliest date upon which interest on the 2021A Bond becomes subject to federal income taxation as a result of a Determination of Taxability.

“Financial Statements” means, collectively, a balance sheet, income statement, sources and uses of funds and list of contingent liabilities.

“Financing Statement” means one or more UCC financing statements, filed in accordance herewith or in accordance with one or more of the Security Documents, identifying the applicable debtor, and the Bond Purchaser, as secured party, as such financing statements may be amended, supplemented, or modified from time to time.

“GAAP” means generally accepted accounting principles as in effect from time to time in the United States of America.
“Hazardous Material” means any toxic substance, hazardous material, contaminant, waste, pollutant, or other similar product or substance that may pose a threat to public or occupational health or safety or to the environment.

“Indebtedness” of any referenced person or entity means any and all obligations of the referenced person or entity (1) for borrowed money, however evidenced, including without limitation borrowed money evidenced by any promissory notes, bonds, debenture, or other similar written obligation to pay money; (2) for the deferred purchase price of any asset, property, or service; (3) under any agreement made for the purpose of hedging or swapping any rate of interest, currency or commodity, or any similar arrangement; (4) in respect of any letter of credit; (5) as lessee under leases that have been capitalized or should be capitalized under GAAP; (6) under any guaranty or similar credit support obligation relating to Indebtedness of another person; and (7) otherwise treated as long-term debt under GAAP; in each case, whether matured or un-matured, direct or contingent. Notwithstanding the foregoing, the term “Indebtedness” does not include any trade liability from the purchase of goods or services in the ordinary course of business and treated as a current accounts payable under GAAP.

“Indemnified Registered Owner Parties” is defined in Section 6.10(b).

“Issuer” means the City of Fort Collins, Colorado, a home rule municipality duly organized and existing under the laws and constitution of the State, and its successors and assigns.

“Issuer Ordinance” means the ordinance adopted by the City Council of the Issuer on April 20, 2021, relating to the Bonds and the Loan.

“Loan” means the loan by the Issuer to the Borrower of the proceeds from the sale of the Bonds to the Bond Purchaser pursuant to this Agreement.

“Loan Payments” means the amounts required to be paid by the Borrower pursuant to Section 4.01 hereof.

“Material Adverse Effect” means any material and adverse effect, whether individually or in the aggregate, upon (a) the assets, business, cash flow, expenses, income, liabilities, operations, properties, or condition, financial or otherwise, of the Borrower that adversely impacts the ability of the Borrower to pay or perform its obligations as set forth herein and the Borrower Documents; (b) the Property or the perfection or priority of any security interest, lien, or encumbrance in any Collateral purported to be created by any Borrower Document; or (c) any change in the assets, business, financial condition, operations, prospects, or results of operations of Borrower or any other event or condition that in the reasonable opinion of Bond Purchaser (i) could materially and adversely affect the likelihood of performance by Borrower of any of its obligations under the Borrower Documents, (ii) could materially and adversely affect the ability of Borrower to perform any of its obligations under the Borrower Documents, or (iii) could adversely affect the legality, validity, or binding nature of any obligation of Borrower under the Borrower Documents or of any lien on or security interest in any part of the Project.

“Maturity Date” means with respect to the 2021A Bond, May 1, 2034, and with respect to the 2021B Bond, February 1, 2023, as such maturity dates may be accelerated in accordance with the provisions hereof.
“Maximum Rate” means the rate of interest that would violate provisions of law applicable to the Registered Owner limiting the maximum rate of interest which may be charged or collected by the Registered Owner.

“Mortgage Title Insurance Policy” means an American Land Title Association Standard Loan Policy (ALTA form) revised to the most recent date delivered to the Bond Purchaser on the Closing Date and insuring the liens of the Deed of Trust and Assignment of Rents are in the priority positions described in such policy.

“Net Proceeds” means, when used with respect to any insurance payment or condemnation award, the gross proceeds thereof attributable to the Property or any other insured, tangible Collateral, less those expenses (including attorneys’ fees) incurred in the collection of such gross proceeds.

“Notes” means the 2021A Note and the 2021B Note.

“Notice of Taxability” is defined in Section 3.03(d).

“OFAC” means the United States Department of the Treasury, Office of Foreign Assets Control.

“OFAC Prohibited Person” means a country, territory, individual or person (i) listed on, included within or associated with any of the countries, territories, individuals or entities referred to on OFAC’s List of Specially Designated Nationals and Blocked Persons or any other prohibited person lists maintained by governmental authorities, or otherwise included within or associated with any of the countries, territories, individuals or entities referred to in or prohibited by OFAC or any other Anti-Money Laundering Laws, or (ii) which is obligated or has any interest to pay, donate, transfer or otherwise assign any property, money, goods, services, or other benefits from the Property directly or indirectly, to any countries, territories, individuals or entities on or associated with anyone on such list or in such laws.

“Payment Dates” means the first calendar day of each month, commencing June 1, 2021.

“Permitted Exceptions” means those title exceptions listed on Schedule B-II of the final policy of title insurance for the mortgagees title insurance policy for the Bond Purchaser, issued by First National Title Insurance Company, with a file number 28941, and delivered by Title One of Colorado as agent for First National Title Insurance Company.

“Prepayment Fee” is defined in Section 3.04.

“Project” means a health care facility which also qualifies as a multifamily rental housing project under Section 142(d) of the Code consisting of the Property.

“Project Facilities” means a 44-unit/65 bed assisted-living facility known as The Residence at Oakridge located on the Project Site.

“Project Funds” means the Bonds proceeds.
“Project Site” means the real property owned by the Borrower described in Exhibit A hereto.

“Property” means, collectively, (a) the Project Site and (b) the Project Facilities.

“Rebate Analyst” means an independent accounting firm or law firm with expertise in arbitrage rebate compliance for tax exempt Bonds issues chosen by the Borrower pursuant to Section 3.12 hereof to calculate any required rebate payments due to the United States Treasury.

“Refunding Project” means the refunding and payment in full of the 2001A Bonds and the payment of the costs of issuance of the Bonds.

“Registered Owner(s)” means the registered owner or owners of the Bonds, which initially shall be the Bond Purchaser and which, upon transfer of the Bonds in accordance with Section 3.07 hereof, shall mean the then current owner of the Bonds in whose name the Bonds are registered on registration books for the Bonds maintained by the Registrar.

“Registrar” means initially the Bond Purchaser and, upon the transfer of the Bonds in accordance with Section 3.07 hereof, the Bond Purchaser or, subject to the written consent of the Issuer, the Registered Owner of the Bonds to which the Bond Purchaser transfers the Bonds or any subsequent Registered Owner.

“Revenues” means legally available revenues of the Borrower, including without limitation the rents and other charges payable by or on behalf of the users of the Project Facilities, and the recipients of services provided by the Borrower, and all gifts, donations, pledges, grants, legacies, bequests, demises and contributions (but excluding those included in the Borrower’s Equity or that are legally restricted by the donor or grantor from the payment of the Borrower’s debt service), all in accordance with Borrower’s audited Financial Statements.

“Security Documents” means the Deed of Trust, the Assignment of Rents, the Environmental Indemnity, the Financing Statement, the Collateral Assignment Agreements, the Notes, and any other applicable agreements, instruments or documents made pursuant hereto or to any of the other Borrower Documents and securing payment of the Bonds, the Loan, or any of the Borrower’s other payment and performance obligations hereunder and under the Borrower Documents related to the Bonds.

“State” means the State of Colorado.

“Supplemental Act” means the Supplemental Public Securities Act, constituting Part 2, Article 57, Title 11, Colorado Revised Statutes, as amended.

“Tax-exempt Rate” means at all times, a fixed rate of interest equal to three and three-quarters percent (3.75%) per annum.

“Taxable Make-Whole Amount” is defined in Section 3.03(d).

“Taxable Rate” means four and one-half percent (4.5%) per annum.
“Tax Compliance Certificate” means the Tax Compliance Certificate by the Issuer and the Borrower in connection with the initial issuance and delivery of the 2021A Bond, as modified from time to time pursuant to its terms with the prior written consent of the Bond Purchaser.

“Title Company” means Title One of Colorado as agent for First National Title Insurance Company.


“2021A Bond” means the City of Fort Collins, Colorado Tax-Exempt Economic Development Revenue Bond (The Residence at Oakridge Project), Series 2021A in the principal amount of [Series A Par] to be issued pursuant to the provisions hereof.

“2021A Note” the 2021A Promissory Note executed and delivered by the Borrower payable to the Bond Purchaser as assignee of the Issuer which evidences the portion of the Loan funded from the 2021A Bond proceeds, the form of which is attached hereto as Exhibit D and made a part hereof, as it may be amended, modified, supplemented, or restated from time to time.

“2021B Bond” means the City of Fort Collins, Colorado Taxable Economic Development Revenue Bond (The Residence at Oakridge Project), Series 2021B in the principal amount of [Series B Par] to be issued pursuant to the provisions hereof.

“2021B Note” the 2021B Promissory Note executed and delivered by the Borrower payable to the Bond Purchaser as assignee of the Issuer which evidences the portion of the Loan funded from the 2021B Bond proceeds, the form of which is attached hereto as Exhibit D and made a part hereof, as it may be amended, modified, supplemented, or restated from time to time.

ARTICLE II
REPRESENTATIONS

Section 2.01 Representations by the Issuer. The Issuer represents that:

(a) The Issuer is a municipal corporation and a home rule city duly organized and existing under the laws of the State of Colorado and in particular under the provisions of Article XX of the Constitution of the State of Colorado and the City Charter, is authorized pursuant to the City Charter, the Act and the Supplemental Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder and thereunder, and has duly authorized the execution and delivery of this Agreement.

(b) The Issuer has duly adopted the Issuer Ordinance, and the Issuer Ordinance has not been terminated, rescinded, canceled, revoked, vacated, amended, supplemented or otherwise modified since the date of its adoption and is and has been since the date of its adoption in full force and effect.
(c) Consistent with the understanding among the Issuer, the Borrower and the Bond Purchaser, the Issuer will loan to the Borrower the proceeds of the Bonds to provide for the financing of a portion of the costs of the Refunding Project.

(d) The Issuer hereby finds that the financing of a portion of the costs of the Refunding Project is in the public interest.

(e) Neither the execution and delivery of this Agreement or the Bonds, the consummation of the transactions contemplated hereby or thereby nor the fulfillment of or compliance with the terms and conditions of this Agreement or the Bonds conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Issuer is now a party or by which it is bound or constitutes a default under any of the foregoing or results in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Issuer under the terms of any instrument or agreement.

(f) The Issuer hereby approves the Borrower’s estimate of the total cost of the Refunding Project set forth in Section 2.02(d) hereof and hereby finds that the amount of the Loan does not exceed such estimated cost.

**Section 2.02 Representations and Covenants by the Borrower.** The Borrower represents and covenants that:

(a) The Borrower is a Florida limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida and is qualified to do business in the State. The Borrower has the corporate power and authority to carry on its operations as now conducted and to enter into and to perform and observe the covenants and agreements on its part contained in this Agreement and all other Borrower Documents to which the Borrower is a party, and by proper corporate action the Borrower has duly authorized the execution and delivery of this Agreement and all other Borrower Documents, and each Borrower Document has been, or when executed and delivered by the Borrower will be duly executed and delivered by the Borrower. No consent, approval, or authorization of any person other than the Borrower is required as a condition precedent, concurrent, or subsequent to the due and valid execution, delivery, and performance of the Borrower of this Agreement or any other Borrower Documents, except as has been obtained or made and is in full force and effect.

(b) None of the execution and delivery of this Agreement or any of the other Borrower Documents, the consummation of the transactions contemplated hereby and thereby, or the fulfillment of or compliance with the terms and conditions of this Agreement or any other Borrower Documents violates any law or conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Borrower is now a party or by which it is bound (including the Borrower’s governance documents) or constitutes a default under any of the foregoing or results in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the Collateral under the terms of any instrument or agreement, other than this Agreement and the other Borrower Documents.
(c) No conditions exist, to the knowledge of Borrower, that would prevent Borrower from fully complying with the conditions and provisions of this Agreement within the time limits of this Agreement.

(d) The total cost of the Refunding Project being financed with proceeds of the Bonds is not less than $_______, and the financing of such cost by the Issuer with the proceeds of the Bonds will assist the Borrower in continuing to provide land, buildings or other improvements and all real or personal properties suitable or used for or in connection with hospital, health-care or nursing-home facilities.

(e) The Borrower shall operate or cause the Project Facilities to be operated to the expiration of the term of this Agreement as nursing-home facilities within the meaning of the Act and has complete lawful authority to operate or cause the Project Facilities to be operated for such purpose.

(f) The Loan Payments due under this Agreement are in an amount sufficient to pay the principal of and premium, if any, and interest on the Bonds; and this Agreement requires the Borrower, to pay, or cause to be paid, all costs of maintenance, repair, taxes, payments in lieu of taxes, assessments, insurance premiums, trustee’s fees and all other expenses relating to the Property, so that the Issuer will not incur any expenses on account of the Property, other than those that are covered by the payments by the Borrower provided for herein.

(g) That none of the Borrower nor, to the knowledge of the officer of the Borrower executing this Agreement after due inquiry, any other person has ever caused or permitted any Hazardous Material to be placed, held, located or disposed of on, under or at the Property or any part thereof, or transported to or from in violation of applicable Environmental Laws. The Borrower hereby represents and warrants to the Issuer and the Registered Owner that all Hazardous Materials generated or utilized by the Borrower at the Property, if any, were handled, stored, transported and disposed of in accordance with applicable Environmental Laws. The Borrower hereby further represents and warrants to the Issuer, the Bond Purchaser and the Registered Owner, and agrees, that the Borrower will not generate, utilize, handle, store, transport or dispose of any Hazardous Material at the Property, except for cleaning and other products used in connection with the routine operation, maintenance or repair of the Property, all in full compliance with Environmental Laws and will not permit any lessee on the Property to use, store, manufacture, generate, transport to or from, or dispose of any toxic substances, hazardous materials, hazardous waste, radioactive materials, flammable explosives, related material on or in connection with any property or the business on any property in violation of applicable Environmental Laws (“toxic substances,” “Hazardous Materials,” and “hazardous waste” shall include, but not be limited to, such substances, materials and wastes which are or become regulated under applicable Laws or which are classified as hazardous or toxic under applicable Environmental Laws). To the Borrower’s knowledge, all required environmental impact statements as required by any governmental agency having jurisdiction over the Property or the construction of the improvements to the Property have been duly filed and approved, or a negative declaration has been issued.

(h) There are no actions, suits or proceedings or investigations, at law or in equity, or before or by any governmental authority, pending or, to the knowledge of the officer of
the Borrower executing this Agreement, after due inquiry, threatened, (i) involving the Bonds, this Agreement or any other Borrower Document (including the intended validity, enforceability, or priority of the liens and security interests as set forth therein), or the Collateral; or (ii) otherwise against the Borrower or any other property or assets of the Borrower, except, with regard to this clause (ii), actions which, if adversely determined, could not reasonably be expected to have a Material Adverse Effect. The Borrower is not in default under any mortgage, deed of trust, lease, loan or credit agreement, partnership agreement or other agreement or instrument to which the Borrower is a party or by which any of its properties or assets are bound.

(i) The Project Facilities consist of the facilities owned by the Borrower, including all buildings, improvements and fixtures now or in the future located on the Project Site, and the Project Site consists of the real property described in Exhibit A hereto, and no changes shall be made in the Project Facilities which could materially and adversely affect the use of the Project Facilities in a manner not consistent with the Act.

(j) The Project Facilities are and will be used and maintained in such manner as to conform in all material respects with all applicable zoning, planning, building, environmental, Accessibility Laws, and other laws and regulations of all governmental authorities having jurisdiction over the Project Facilities and/or the Property, and the Borrower has not and will not transfer, assign, convey, hypothecate or encumber any of the air rights pertaining to the Property.

(k) The Project Facilities will not be used exclusively or predominantly for religious worship or sectarian instruction (other than the academic or comparative study of various religions or religious philosophies) for the term of the Bonds.

(l) Concurrent with the delivery hereof, the Borrower will execute and deliver those Borrower Documents to which each is a party in form and content reasonably acceptable to the Bond Purchaser and the Issuer.

(m) Except for the Bonds and the Notes, upon issuance and delivery of the Bonds and the Notes, the Borrower will have no other Indebtedness outstanding other than trade payables in the ordinary course of business. The Borrower covenants that it will incur Indebtedness of any kind only in accordance with the provisions of Section 6.05 of this Agreement.

(n) This Agreement and all other Borrower Documents to which the Borrower is a party constitute legal, valid and binding obligations of the Borrower enforceable against the Borrower in accordance with their respective terms, except as limited by bankruptcy, insolvency or similar laws of general application relating to the enforcement of creditors’ rights, and except to the extent specific remedies may generally be limited by equitable principles.

(o) Borrower has good and marketable title to the Project Site. The Borrower enjoys the peaceable and undisturbed possession of all real and personal property which is material to its operation.

(p) The Borrower is conducting its businesses and operations, and otherwise possesses and uses the Property, in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, orders, determinations and court decisions, including, without limitation, Environmental Laws (except in each case to the extent that non-compliance
could not reasonably be expected to have a Material Adverse Effect), and the Borrower has no known material contingent liability in connection with the release into the environment, disposal or the improper storage of any Hazardous Material. The Borrower’s execution, delivery, and performance of the Borrower Documents will not violate any federal, state or local laws, statutes, ordinances, rules, regulations, orders, determinations or court decisions applicable to the Borrower or the Property.

(q) Each employee benefit plan as to which the Borrower may have any liability complies in all material respects with all applicable requirements of law and regulations, and (i) no “reportable event” nor “prohibited transaction” (as defined in ERISA) has occurred with respect to any such plan; (ii) the Borrower has not withdrawn from any such plan or initiated steps to do so; (iii) no steps have been taken to terminate any such plan; and (iv) there are no unfunded liabilities under any such plan.

(r) All information heretofore or contemporaneously herewith furnished by the Borrower to the Bond Purchaser or the Issuer for the purposes of or in connection with this Agreement or any transaction contemplated hereby is, and all information hereafter furnished by or on behalf of the Borrower to the Bond Purchaser or the Issuer will be, true and accurate in every material respect on the date as of which such information is dated or certified, and none of such information is or will be incomplete by omitting to state any material fact necessary to make such information not misleading. Projections contained in any such materials have been made by the Borrower in good faith and based on the best information available to the Borrower. The Borrower agrees to promptly update any information previously provided to the Bond Purchaser in the event that such information is no longer true or correct in any material respect or otherwise becomes incomplete or misleading in any material respect based on then-current facts and circumstances.

(s) The Borrower’s principal place of business is located at: 999 Ponce de Leon Blvd., Suite 950, Coral Gables, Florida 33134. Unless the Borrower has otherwise designated in writing to Bond Purchaser, this location is also the office where the Borrower keeps its records relating to the Collateral.

(t) The Property and the operation of the Project Facilities materially comply with all applicable laws and all permits and approvals issued thereunder, including, but not limited to, applicable subdivision laws, licenses and permits, building codes, zoning ordinances, flood disaster, environmental protection and equal employment regulations and appropriate supervising boards of fire underwriters and similar agencies. Borrower shall not seek, make or consent to any change in the zoning, conditions of use, or any other applicable land use permits, approvals or regulations pertaining to the Property, or any portion thereof, which would constitute a violation of the warranties and representations herein contained, or would materially and adversely change the nature of the use or occupancy of the Project Facilities.

(u) Borrower has not and will not transfer, assign, convey, hypothecate or encumber any of the air rights pertaining to the Property.

(v) The Property fronts on a publicly maintained road or street and the Property has both legal and practical access to the same via, without limitation, irrevocable perpetual easements benefiting the Property.
(w) Borrower possesses all licenses, approvals, permits, franchises, patents, copyrights, trademarks, and trade names, or rights thereto, that are necessary to own the Property and conduct business from the Project Facilities as now conducted and as presently proposed to be conducted, and the Borrower is in violation of any valid rights of others with respect to the foregoing.

(x) The Borrower understands and agrees that the Bond Purchaser and the Issuer, without independent investigation, are relying upon the above representations and warranties, and such other representations and warranties as set forth in any of the other Borrower Documents, in entering into this Agreement, in purchasing the Bonds, and in effecting the Loan.

(y) All financial information delivered to the Bond Purchaser by the Borrower is true, correct, and accurate in a material respects, accurately presents the financial condition of the Borrower, and has been prepared in accordance with GAAP or in accordance with such other principles or methods as are reasonably acceptable to Bond Purchaser.

(z) There are no actions or proceedings pending or, to the knowledge of any Borrower, threatened against or affecting Borrower, or any of its property, or any circumstance existing which would in any manner materially adversely affect the priority or enforceability of Borrower Documents, or the ability of Borrower to perform its obligations thereunder, except as disclosed to Lender in writing prior to the execution of this Agreement. There are no condemnation proceedings or moratorium pending or, to the knowledge of any Borrower, threatened against the Project Facilities that would impair the use, sale, value or occupancy of the Project Facilities.

Borrower acknowledges, understands, and agrees that the representations and warranties set forth in this Agreement shall be deemed to be continuing during all times when the Loan remains outstanding and, except to the extent that Borrower discloses non-compliance to Bond Purchaser in writing and Bond Purchaser.

ARTICLE III
ISSUANCE OF THE BONDS AND APPLICATION
OF THE PROCEEDS THEREOF

Section 3.01 Agreement to Effect the Refunding Project. The Borrower agrees that the proceeds of the Bonds shall be used for purposes of paying a portion of the costs of the Refunding Project.

Section 3.02 Agreement to Issue the Bonds; Application of Bonds Proceeds. The Issuer agrees to finance a portion of the costs of the Refunding Project by making the Loan to the Borrower from the proceeds of the Bonds. To provide funds to make the Loan, the Issuer will issue, sell and cause the Bonds to be delivered to the Bond Purchaser. On the Closing Date, proceeds of the 2021A Bond in the amount of $__________ shall be transferred to U.S. Bank to pay in full amounts due under the Reimbursement Agreement dated _____ between the Borrower and U.S. Bank. The balance of the proceeds of the 2021A Bond and all of the proceeds of the 2021B Bond together with other funds of the Borrower shall be used by the Borrower to pay the costs of issuance of the Bonds as described in Exhibit E hereto.
Section 3.03  Authorization and Terms of the Bonds.

(a) There is hereby authorized to be issued under the Act, the Supplemental Act and hereunder a bond designated as the “City of Fort Collins, Colorado Tax-Exempt Economic Development Revenue Bond (The Residence at Oakridge Project), Series 2021A” in the principal amount of [Series A Par] and a bond designated as the “City of Fort Collins, Colorado Taxable Economic Development Revenue Bond (The Residence at Oakridge Project), Series 2021B” in the principal amount of [Series B Par].

(b) A single fully registered 2021A Bond shall be issued to the Bond Purchaser as Registered Owner in an amount of [Series A Par] and a single fully registered 2021B Bond shall be issued to the Bond Purchaser as Registered Owner in an amount of [Series B Par]. The Bonds shall be dated the date of issuance and be payable to the order of the Registered Owner. The 2021A Bond shall bear interest at the Tax-Exempt Rate except as otherwise provided in paragraphs (c) or (d) of this Section. The 2021B Bond shall bear interest at the Taxable Rate except as otherwise provided in paragraph (c) of this Section. Interest on all principal amounts outstanding from time to time on the Bonds shall be calculated on the basis of an actual/360 day-count convention.

(c) Notwithstanding any other provision of this Financing Agreement to the contrary, upon and during the continuance of an Event of Default, the Bonds will bear interest at the Default Rate; provided, however, if the Event of Default is the result of a failure in the payment of the principal or interest on the Note, the applicable default rate will only apply if such failure continues for ten (10) days after the date on which such payment was due and payable. Any interest due and payable at the Default Rate shall be payable on demand and if any payment of principal and interest is not received by the Bond Purchaser within ten (10) days after it is due, a late charge of 5% of such overdue amount will, at the Bond Purchaser’s option, be payable.

(d) Notwithstanding any other provision of this Financing Agreement to the contrary from the date on which Registered Owner delivers to the Issuer and the Borrower a notice of a Determination of Taxability (“Notice of Taxability”) the outstanding principal amount of the 2021A Bond will bear interest at the Taxable Rate. In addition, upon such Determination of Taxability, the following shall be due under the 2021A Bond: (i) within 30 days following delivery of the Notice of Taxability, the Taxable Make-Whole Amount; and (ii) within 30 days following delivery of any demand by a Registered Owner (such demand(s) may be made with the Notice of Taxability and by separate notice(s)) to the Issuer and the Borrower, any and all penalties and other amounts imposed upon such Registered Owner by the Internal Revenue Service or other governmental authority resulting from or caused by the Determination of Taxability. “Taxable Make-Whole Amount” means the difference equal to (1) the sum of those interest payments, or portion thereof, paid on the 2021A Bond prior to delivery of the Notice of Taxability and deemed taxable pursuant to the Determination of Taxability at the Taxable Rate, minus (2) the sum of such interest payments, or portion thereof, actually paid on such 2021A Bond.

(e) Monthly payments of accrued and unpaid interest on the Bonds shall be due on each Payment Date without demand. Monthly payments of principal on the Bonds shall be due and payable without demand on the dates and in the respective amounts set forth on Exhibit F attached hereto.
(f) The Bonds shall be dated the Closing Date and shall mature on the Maturity Date.

(g) Notwithstanding anything to the contrary, the obligation of the Borrower shall be subject to the limitation that any regular interest, to the Registered Owner of the Bonds shall not exceed the Maximum Rate.

(h) Payment of the principal of, premium, if any, and interest on the Bonds shall be made to the Registered Owner by check or draft (subject to collection) delivered or mailed to the Registered Owner at the addresses maintained by the Bond Purchaser as registrar or by such electronic means (e.g., auto-debit or ACH payment) as the Registered Owner may permit or require. All payments of principal of, premium, if any, and interest on the Bonds shall be made in lawful money of the United States of America in immediately available funds. The Registered Owner shall note all prepayments of principal on the Bonds prior to the final payment in accordance with its electronic record-keeping procedures, provided that such records must be capable of being produced in writing at the request of the Issuer or the Borrower.

(i) The Notes will evidence the general obligation of the Borrower to pay amounts owed by it to repay the Loan and the Bonds pursuant to this Agreement. The Borrower’s obligations under this Agreement and the Notes are a general obligation of the Borrower and will be secured by the Security Documents, and an assignment by the Issuer to the Bond Purchaser of all of the Issuer’s right, title and interest in and to the Notes and the right to collect all sums due thereunder, other than the Issuer’s right to payment of fees and costs as provided in Section 4.02 of this Agreement and as provided in the Notes, the forms of which are attached hereto, and the Issuer’s right to indemnification and consent provided herein.

(j) The Issuer hereby directs the Bond Purchaser, as assignee of the Notes, to apply such amounts paid pursuant to this Section hereof to pay principal of and interest on the Bonds. Payments made on the Bonds shall be deemed to be made on the same date and in the same amount on the Notes.

Section 3.04 Redemption of the Series 2021A Bond. The unpaid principal of the Series 2021A Bond may be prepaid in whole or in part by the Issuer (solely from loan payments of the Borrower pursuant to the Notes) at the direction of the Borrower on any date on 30 days’ prior written notice, unless such notice is waived by the Registered Owner. The Series 2021A Bond may be prepaid at a prepayment price equal to the sum of the following: (i) 100% of the principal amount being prepaid, (ii) accrued interest on such principal to the prepayment date, (iii) fees and costs of the Registered Owner, (iv) any default interest and late charges, and (v) a prepayment penalty equal to the percentage of the principal amount of the Series 2021A Bond prepaid (the “Prepayment Fee”) as follows:

<table>
<thead>
<tr>
<th>Closing Date Anniversary</th>
<th>Prepayment Fee</th>
</tr>
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<tbody>
<tr>
<td>&lt;1 Year</td>
<td>5%</td>
</tr>
<tr>
<td>&gt;Year 1 &lt; Year 2</td>
<td>4%</td>
</tr>
<tr>
<td>&gt;Year 2 &lt; Year 3</td>
<td>3%</td>
</tr>
<tr>
<td>&gt;Year 3 &lt; Year 4</td>
<td>2%</td>
</tr>
</tbody>
</table>
No Prepayment Fee shall be due on or after the fifth anniversary of the Closing Date. Prepayment will not result in re-amortization of the principal amount of the Series 2021A Bond, but will be applied first to any principal, interest then due owing and accrued, then to costs, expenses or fees due owing or accrued, then to principal installment payments in reverse order of maturity.

**Section 3.05 Notice of Prepayment.** The Borrower, on behalf of the Issuer, shall give the Registered Owner of the Series 2021A Bond at least 30 days’ prior written notice, unless such notice is waived by the Registered Owner, of its intention to cause the Issuer to prepay the Series 2021A Bond pursuant to Section 3.04, which notice shall specify the date of prepayment, the Prepayment Fee, and include a statement to the effect that all Administration Fees and Expenses due on the date of such notice have been paid and all other obligations of the Borrower to the Issuer or the Registered Owner under this Agreement and each of the other Borrower Documents on such date have been fulfilled. The Borrower shall have the right to revoke such notice of prepayment at any time prior to the actual prepayment.

**Section 3.06 Form of Bonds.** The Bonds shall be in the forms set forth in Exhibit C, with such appropriate variations as are permitted or required by this Agreement.

**Section 3.07 Registration and Transfer.** The Bond Purchaser hereby agrees to act as the initial Registrar for the Bonds and in such capacity shall keep a registration book showing the names and addresses of the Registered Owner of the Bonds. All records of payments received by the Registered Owner shall be maintained at the Registrar’s office, and the records of the Registered Owner shall, absent manifest error, be binding and conclusive. The failure of Registered Owner to record any payment or expense shall not limit or otherwise affect the obligations under the Bonds. The Bonds may be transferred by an assignment duly executed by the Registered Owner thereof or its attorney duly authorized in writing, and filed with the Registrar, and the Registered Owner thereof may, to the extent permitted by law, sell participations in its Bonds; provided that the Bonds shall always be registered in the name of one owner and; provided, further, that the Bonds may only be transferred to an entity which is a bank as defined in Section 3(a)(2) of the Securities Act of 1933, as amended (the “Securities Act”), an “accredited investor” as defined in Rule 501 of Regulation D under the Securities Act, or a “qualified institutional buyer” as defined in Rule 144A under the Securities Act, and which transferee has executed and delivered an “investor letter” in the form attached as Exhibit B hereto. In case of any initial transfer, the Bond Purchaser shall give the Borrower written notice of the name and address of the transferee. In the case of any subsequent transfer by a Registered Owner, such Registered Owner shall effect such transfer by surrendering its Bonds, accompanied by delivery of a duly executed written instrument of transfer or exchange to the Bond Purchaser and the Issuer, together with an executed “investor letter” in the form attached as Exhibit B hereto. The Bond Purchaser shall cause the Issuer to execute new Bonds of the same aggregate principal amount and terms to the new Registered Owner thereof, and the Borrower shall deliver the same to such Registered Owner. The Bonds surrendered pursuant to the provisions of this Section after its delivery to the Issuer by the Bond Purchaser shall be cancelled by the Issuer upon the execution of the new replacement Bonds, and the same shall not be redelevered and shall be disposed of as directed by
the Issuer. The person in whose name the Bonds shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the Bonds shall be made by the Borrower on behalf of the Issuer only to or upon the written order of the Registered Owner thereof or its legal representatives, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Bonds to the extent of the sum or sums so paid.

In each case of such transfer of the Bonds, the Registered Owner requesting transfer shall pay any tax or other governmental charge required to be paid with respect to such transfer, as well as printing, typing or copying costs and any other expenses incurred by the Borrower or the Issuer, if any.

Upon the transfer of the Bonds in accordance with this Section, the new Registered Owner shall become and assume the obligation of the Registrar, subject to the written consent of the Issuer, which consent shall not be unreasonably withheld.

Section 3.08 Replacement of Lost or Damaged Bonds. In the event of loss of or damage to any Bonds, the Issuer, at the expense of the Registered Owner thereof, may issue a replacement Bonds identical to those lost or damaged, upon receipt of an affidavit of the Registered Owner thereof that such Bonds have been lost or, if damaged, upon receipt of the damaged Bonds, and of an indemnity reasonably satisfactory to the Issuer and the Borrower which may take the form of a lost instrument Bonds. Such expense, which the Issuer and the Borrower may require to be paid in advance, may include the cost of investigation, printing, insurance, or indemnity premiums, counsel fees, travel, and communications.

Section 3.09 Execution of the Bonds. The Bonds shall be executed on behalf of the Issuer with the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk and shall be impressed or stamped with the corporate seal of the Issuer or a facsimile thereof. If any officer who shall have signed the Bonds shall no longer be such officer of the Issuer before or at the time the Bonds have been delivered, the Bonds, with the signature thereto affixed may nevertheless be delivered by the Issuer as though that person or persons were then in office.

Section 3.10 Authentication of Bonds. The Borrower hereby acknowledges that the Issuer is authorized to execute and deliver the Bonds as provided herein and upon delivery for value shall constitute a general obligation of the Borrower in accordance with the terms of this Agreement. Execution by the Issuer shall be the conclusive and only competent evidence that the Bonds have been duly authenticated and delivered hereunder.

Section 3.11 Ownership and Use of the Project Facilities. The Issuer agrees that, subject to the Deed of Trust on the Property and the other Permitted Exceptions, the Borrower is the owner of the Property. Except as otherwise permitted by this Agreement or law, the Issuer covenants it will not take any action, or cause any action to be taken, (A) to interfere with the Borrower’s ownership of the Property; (B) to prevent the Borrower from having possession, custody, use and enjoyment of the Property during the term of this Agreement; or (C) to interfere with the ownership of all or any of the Property, or to prevent the possession, custody, use and enjoyment thereof, subsequent to any sale of all or any such portion of the Property pursuant to
the Deed of Trust on the Property; provided, however, nothing herein shall be deemed to be a consent to the use of the Property contrary to the terms of this Agreement or the Tax Compliance Certificate, and the Issuer reserves the right to enforce the terms thereof in accordance therewith.

Section 3.12  Tax Covenant.

(a) The Borrower covenants for the benefit of the Issuer and the Registered Owner of the Bonds that it will not take any action or omit to take any action of which the Borrower is aware that is required to be taken with respect to the Bonds, the proceeds thereof, any other funds of the Borrower or any of the Project Facilities if such action or omission (i) would cause the interest on the Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Code; (ii) would cause interest on the Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Code; or (iii) would cause interest on the Bonds to lose its exemption from Colorado income tax. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of the Bonds until the date on which all obligations of the Borrower in fulfilling the above covenant under the Code and Colorado law have been met.

(b) The Borrower shall provide to the Issuer and the Bond Purchaser on or before [closing date], 2026, and every five years thereafter and on the Maturity Date on the Bonds (or such earlier date if the Bonds is prepaid in full pursuant to Section 3.04) a certificate of an Authorized Borrower Representative to the effect that all requirements of this Agreement and the Tax Compliance Certificate with respect to arbitrage rebate as described in the Tax Compliance Certificate have been met on a continuing basis and that timely payment of all amounts due and owing to the United States Treasury have been made. If the certifications required hereby cannot be made, the certificate shall so state and shall be accompanied by evidence that the Borrower has since complied, or a description of the action that the Borrower intends to take in order to be in compliance. The Borrower covenants and agrees to retain, at its expense, a Rebate Analyst to make the calculations required by this paragraph.

(c) The Borrower further covenants, represents and warrants that the procedures set forth in the Tax Compliance Certificate implementing the above covenants shall be complied with to the extent necessary to maintain the exclusion from gross income of interest on the Bonds for federal income tax purposes or to avoid the application of any penalties under the Code.

(d) To the extent necessary to maintain the exclusion from gross income of interest on the Bonds for federal income tax purposes (except to the extent noted above), the foregoing covenants shall remain in full force and effect notwithstanding final payment of the Bonds or defeasance of the Bonds or any other provision of this Agreement.

ARTICLE IV
PROVISIONS FOR PAYMENT

Section 4.01  Loan Payments; Delivery of Notes.

(a) The Borrower shall repay the Loan by paying when due the principal of, and interest and other sums due on the Bonds at the times and in the manner required by Section
3.03 hereof with respect to the payments on the Bonds. All payments of principal, interest and other sums to be made on the Loan shall be made directly to the Registered Owner of the Bonds for the account of the Issuer and shall constitute corresponding payments on the Bonds. The Notes shall be executed and delivered by the Borrower payable to the order of the Issuer and assigned to the Bond Purchaser, as the Registered Owner, concurrently with the execution and delivery of this Agreement. The Notes shall evidence the Loan and shall secure the outstanding Bonds.

(b) Without limiting the generality of the foregoing, the Borrower shall, immediately upon demand of any Registered Owner, make payment to such Registered Owner such amounts as may become due on the Bonds pursuant to Section 3.03 or 3.04 hereof. The obligations of the Borrower set forth in this subsection (b) shall survive the termination of this Agreement.

Section 4.02 Administration Fees and Expenses. The Borrower shall pay to the Issuer any amounts required to reimburse the Issuer for any reasonable expenses incurred by the Issuer, whether out-of-pocket or internal, in connection with this Agreement and the Bonds, the Refunding Project, or any other instrument or action relating to the foregoing, including reasonable fees and disbursements of attorneys of the Issuer. Until repayment of the Loan in full by payment of the Bonds in full, the Borrower shall pay to the Issuer its Administration Fees and Expenses which have accrued and become payable, upon submission by the Issuer of a statement therefor. The payment of Administration Fees and Expenses shall be made directly to the Issuer.

Section 4.03 Prepayment of Notes. The Borrower may at its option prepay the Notes in whole or in part by directing the Issuer to prepay all or a portion of the Bonds in accordance with the provisions of Section 3.04 hereof. If the Borrower decides to prepay all or a portion of the Notes in accordance with the provisions of Section 3.04 hereof, the Borrower shall promptly make prepayment of the Notes by paying (on the prepayment date for the Bonds) the prepayment price set forth in Section 3.04 hereof, unless the Borrower revokes its election to make such prepayment.

Section 4.04 Cessation of Accrual of Interest. In the event of a prepayment of the Bonds, interest on the portion of the Bonds which is prepaid shall cease to accrue upon the receipt of such amount by the Registered Owner.

Section 4.05 Unconditional Obligations. Upon the making of the Loan, the obligations of the Borrower to repay the Loan and the Notes and to pay Administration Fees and Expenses shall be an absolute and unconditional general obligation of the Borrower, shall be binding and enforceable in all circumstances whatsoever, and shall not be subject to setoff or counterclaim by Borrower. The Borrower shall be obligated to make the payments hereunder, under the Loan, and the Notes, whether or not the Property is rendered unusable to any extent from any cause whatsoever. Without limiting the generality of the foregoing, the obligations shall not be affected by: the exercise of any remedy by the Issuer or the Registered Owner under Section 7.02 hereof; failure of consideration or title, frustration of commercial purpose, condemnation, destruction or damage to the Property or other property of the Borrower; any change in the tax or other laws of the United States of America or the State or any political subdivision of either; or inability or failure of the Issuer or the Bond Purchaser to perform any obligation hereunder. Except as otherwise provided herein, the Borrower’s other obligations under this Agreement shall be similarly absolute, unconditional, binding and enforceable in all circumstances whatsoever, but
this Section shall not affect the right of the Borrower to commence legal proceedings under Section 7.06 hereof. Except as otherwise provided in this Agreement, any obligations of the Borrower under this Agreement shall be fully recourse to the Borrower.

Section 4.06 Setoff. In addition to, and without limiting, any lien, security interest or encumbrance granted in the Collateral pursuant hereto or to the other Security Documents, and the rights of set off set forth herein, in the other Borrower Documents and by applicable law, the Borrower agrees that the Registered Owner may, at any time after the occurrence of an Event of Default, without prior notice or demand, set off and apply any and all deposits at any time held by the Registered Owner or any of its affiliates, and any and all obligations at any time owing by the Borrower or any affiliate to or for the credit or the account of the Borrower, against any and all of the obligations of the Borrower now or hereafter existing under the Borrower Documents to the Registered Owner.

ARTICLE V
GENERAL COVENANTS

Section 5.01 Improvement, Maintenance and Modification of Property by the Borrower. The Borrower (a) agrees that at all times during the term of this Agreement, the Borrower will, at the Borrower’s own expense, maintain, preserve and keep the Property or cause the Property to be maintained, preserved and kept, with the appurtenances and every part and parcel thereof, in good repair, working order and condition (ordinary wear and tear excepted) and that the Borrower will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals, whether interior or exterior, structural or nonstructural, ordinary or extraordinary, or foreseen or unforeseen; and (b) shall diligently proceed with and complete any such repair, replacement, or renewal.

Section 5.02 Insurance. The Borrower shall procure and maintain insurance in accordance with the Security Documents and Borrower shall have furnished to Bond Purchaser the insurance in the form and substance required by the Deed of Trust.

Section 5.03 Liens and Encumbrances. The Borrower agrees that it shall not directly or indirectly create incur, assume or suffer to exist any mortgage, deed of trust, pledge, lien, charge or other encumbrance upon the Property, except as permitted by each Deed of Trust or as otherwise permitted by the Bond Purchaser.

Section 5.04 Use of Net Proceeds. Borrower shall use or apply the Net Proceeds from any insurance payment or condemnation award received with respect to Property, or any part thereof, in accordance with the requirements of the Deed of Trust.

Section 5.05 Compliance with Laws. The Borrower will comply with the requirements of all applicable laws, rules and regulations, the non-compliance with which could not reasonably be expected to result in a Material Adverse Effect.

Section 5.06 Retention of Records. The Borrower covenants to maintain or cause to be maintained records pertaining (a) to its business and financial condition, in which true and complete entries will be made; and (b) relating to the use of the proceeds of the Bonds, the investment thereof and the use and operation of the Project Facilities, as applicable, for a period
of four years after the later of (i) payment in full of the Bonds, or (ii) payment in full of any Bonds issued to refund the Bonds.

Section 5.07 Litigation. The Borrower will promptly inform Bond Purchaser in writing of (a) all material adverse changes in the Borrower’s financial condition; and (b) all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions affecting the Borrower which could reasonably be expected to result in a Material Adverse Effect.

Section 5.08 Additional Information. Absent the occurrence of an Event of Default, the Borrower will furnish such additional information and documents with respect to Borrower’s financial condition and business operations as Bond Purchaser or the Issuer may reasonably request from time to time within 30 days of such request. If an Event of Default shall have occurred and be continuing, the Borrower will furnish such additional information and documents with respect to the Borrower’s financial condition and business operations, individually and collectively, as the Bond Purchaser or the Issuer may request within ten (10) Business Days after demand.

Section 5.09 Inspection. The Borrower will permit the Bond Purchaser, the Issuer or their respective designees, at such times and at such intervals as the Bond Purchaser or the Issuer may reasonably require and with reasonable advance written notice, (a) to inspect and copy the Borrower’s business records; and (b) to perform audits or other inspections of the Property and any other Collateral securing repayment of the Bonds, including records and other documents relating to that Collateral.

Section 5.10 Taxes, Charges and Liens. The Borrower will pay and discharge when due all of its Indebtedness and other obligations, including without limitation all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon the Borrower or its properties, income or profits, prior to the date on which penalties would attach, and all lawful claims that, if unpaid, might become a lien or charge upon the Borrower’s properties, income, or profits; provided, however, the Borrower will not be required to pay and discharge any such assessment, tax, charge, levy, lien or claim so long as the legality of the same shall be contested in good faith by the Borrower in appropriate proceedings and, with regard to any tax, assessment, lien, or the like in respect of any Collateral encumbered by the applicable Deed of Trust, the Borrower must also comply with any conditions to contesting the same as set forth in the applicable Deed of Trust.

Section 5.11 Maintenance of Licenses and Permits. The Borrower shall maintain in full force and effect all rights and licenses necessary to carry on its business, and all permits, licenses, consents and approvals necessary for the maintenance and operation of the Project Facilities, as applicable, as to which the failure to so maintain would result in a Material Adverse Effect on the Borrower’s operations or finances. The Borrower shall maintain its present existence and shall maintain executive personnel and management at a level of experience and ability at least equivalent to present personnel and management.

Section 5.12 Terrorism and Anti-Money Laundering. Borrower warrants and agrees as follows:
(a) As of the date hereof and throughout the term of the Bonds: (i) Borrower; (ii) any Person controlling or controlled by Borrower; (iii) if Borrower is a privately held entity, any Person having a beneficial interest in Borrower; or (iv) any Person for whom Borrower is acting as agent or nominee in connection with this transaction, is not an OFAC Prohibited Person.

(b) To comply with applicable U.S. Anti-Money Laundering Laws and regulations, all payments by Borrower to Bond Purchaser or from Bond Purchaser to Borrower will only be made in Borrower’s name and to and from a bank account of a bank based or incorporated in or formed under the laws of the United States or a bank that is not a “foreign shell bank” within the meaning of the U.S. Bank Secrecy Act (31 U.S.C. § 5311 et seq.), as amended, and the regulations promulgated thereunder by the U.S. Department of the Treasury, as such regulations may be amended from time to time.

(c) To provide Bond Purchaser at any time and from time to time during the term of the Loan with such information as Bond Purchaser determines to be necessary or appropriate to comply with the Anti-Money Laundering Laws and regulations of any applicable jurisdiction, or to respond to requests for information concerning the identity of Borrower, any Person controlling or controlled by Borrower or any Person having a beneficial interest in Borrower, from any governmental authority, self-regulatory organization or financial institution in connection with its anti-money laundering compliance procedures, or to update such information.

(d) The representations and warranties set forth in this Section shall be deemed repeated and reaffirmed by Borrower as of each date that Borrower makes a payment to Bond Purchaser. Borrower agrees promptly to notify Bond Purchaser in writing should Borrower become aware of any change in the information set forth in these representations.

ARTICLE VI
SPECIAL COVENANTS

Section 6.01 No Warranty of Condition or Suitability of the Project Facilities. None of the Issuer, the Bond Purchaser or the Registered Owner makes any warranty, either express or implied, as to the suitability, merchantability or utility of the Project Facilities for nursing homes or other purposes by the Borrower or its successors or as to the condition of the Property.

Section 6.02 Borrower’s Assets. The Borrower agrees that during the term of this Agreement it will maintain its existence, will not merge or consolidate with or into another entity or person, and will not sell or otherwise transfer to another entity all or substantially all of its assets, provided that the Borrower may, without violating this paragraph, merge or consolidate with or into another entity or person or sell or otherwise transfer to another entity all or substantially all of its assets if the entity into which it is merged or consolidated or the transferee entity (i) assumes in writing all of the obligations of the Borrower herein; and (ii) the Issuer and the Registered Owner each consent in writing to such merger or consolidation or sale or other transfer, such consent to be in the sole and absolute discretion of the Issuer and the Registered Owner, respectively. The Borrower further agrees that, except as provided herein or in the Security Documents, it has not permitted to sell, lease or sub-lease, assign, transfer or otherwise dispose of the Collateral, or any interest therein, without prior written approval of the Bond Purchaser and
the Issuer, and with respect to any lease or sub-lease an opinion of Bond Counsel that such activity will not adversely affect the validity of the Bonds or the exclusion of interest on the Bonds from gross income for federal income tax purposes. Except as provided in this Section, the Borrower may sell or divest itself of assets not pledged hereunder or under the Security Documents without the Registered Owner’s written consent; provided that if an Event of Default exists at the time of such sale, the Borrower will be required to apply all net proceeds of any such sale to prepay the principal balance of the Bonds, unless the Registered Owner otherwise agrees or consents in writing.

Section 6.03 Reporting Requirements. The Borrower shall furnish to the Bond Purchaser the following financial information, in each instance prepared in accordance with GAAP consistently applied and otherwise in form and substance satisfactory to the Bond Purchaser:

(a) within one hundred fifty (150) days after the Borrower’s fiscal year end, the Borrower’s annual Financial Statements, which include a detailed real estate schedule;

(b) within sixty (60) days after the Borrower’s fiscal year end, financial projections for the Project for the ensuing year;

(c) not later than sixty (60) days after filing, signed copies of Borrower’s state and federal tax returns and including all extensions and all supporting schedules (including K-1’s);

(d) promptly following the request of the Bond Purchaser, quarterly balance sheets and income statements for itself and the Property (in form and content reasonably satisfactory to the Bond Purchaser; and

(e) such other information as the Bond Purchaser may from time to time reasonably request.

Section 6.04 Financial Covenants.

(a) On the Closing Date, the Borrower shall deposit an amount equal to the Debt Service Requirement into an interest-bearing account held at the Bond Purchaser (the “Debt Service Reserve Account”). Borrower will grant a security interest in the Debt Service Reserve Account to the Bond Purchaser. Borrower is entitled to withdraw the funds from the Debt Service Reserve Account for payments of principal and interest when due on the Bonds if Borrower shall have first obtained consent of Bond Purchaser. Until the pledge on the Debt Service Reserve Account is released, Bond Purchaser will annually, within thirty (30) days after the anniversary of the Closing Date, review three (3) year trailing EBITDA based on the Financial Statements delivered in accordance with this Agreement (EBITDA calculated in the same manner as it was calculated in the financial statements delivered to Bond Purchaser prior to the closing) and when it equals or exceeds $300,000 ("EBITDA Requirement"), Bond Purchaser will release the pledge on the Debt Service Reserve Account and Borrower is entitled to use all funds therein for any purpose whatsoever relating to the Project.

(b) The Bond Purchaser agrees to cooperate with the Borrower in providing information on the investment of the amounts in any of the accounts created in this Agreement so that the Borrower may make any required rebate payments due to the United States Treasury.
Section 6.05  No Additional Indebtedness or Further Encumbrances. The Borrower shall not incur any additional Indebtedness of any kind, other than trade payables incurred in the ordinary course of Borrower’s business and as otherwise expressly contemplated herein, unless the Borrower shall have obtained the prior written approval of the Registered Owner. Except as otherwise expressly set forth in this Agreement, Borrower shall not, without the prior written consent of Bond Purchaser:

(a) Create, incur, assume, permit or suffer to exist, any mortgage, deed of trust, pledge, lien, hypothecation, charge (fixed or floating), security interest or other encumbrance whatsoever on or transfer of the Property, except for any Deed of Trust and the Permitted Exceptions;

(b) Become a party to any transaction whereby the Property or any portion of any of part thereof, or all or any substantial part of the properties, assets or undertakings of Borrower (whether legally or beneficially owned by Borrower), would become the property of any other Person, whether by way of transfer, sale, conveyance, lease, sale and leaseback, or otherwise;

(c) Change the use of the Property;

(d) Transfer, convey, hypothecate, or sell (or permit to be transferred, conveyed, hypothecated or sold) any interests in Borrower; and

(e) Change the control or management of the Borrower or any authorized signatory of Borrower.

Section 6.06  Further Assurances. The Issuer, the Borrower, and the Bond Purchaser agree that each will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required to carry out this Agreement.

Section 6.07  Material Adverse Change. The Borrower shall not permit or suffer to exist any change, occurrence or event that results in any Material Adverse Effect that impairs its ability to perform its obligations hereunder and under the other Borrower Documents.

Section 6.08  Dissolution or Liquidation. The Borrower shall not dissolve, liquidate, merge, or consolidate with or into any other entity or turn over the management or operation of its property, assets or business to any other Person, except with the express written consent of the Bond Purchaser.

Section 6.09  Relationship. Borrower shall use its commercially reasonable efforts to maintain its operating, depository, reserve and other accounts at First American State Bank, so long as the Registered Owner of the Bonds is First American State Bank, or a subsidiary or affiliate thereof.

Section 6.10  Release and Indemnification.

(a) Indemnification of Issuer.
(i) Extent of gross negligence or willful misconduct by the Issuer, the Borrower shall indemnify, hold harmless and defend the Issuer and the officers, members, directors, officials, agents and employees of the Issuer from and against: (i) any and all claims or proceedings by or on behalf of any person directly or indirectly arising from any cause whatsoever in connection with the Property, the Refunding Project, the Bonds, the Borrower Documents, the Security Documents or any act or omission of the Borrower or any of its agents, servants, employees or licensees, in connection with the Property, the Refunding Project, the Bonds, the Borrower Documents and the Security Documents; and (ii) all reasonable costs, expenses, damages, counsel fees or liabilities incurred in connection with any such claim or proceeding brought thereon. In the event that any action or proceeding is brought against the Issuer or any of its officers, members, directors, officials, agents or employees, with respect to which indemnity may be sought from the Borrower hereunder, the Borrower, upon written notice from the Issuer, shall assume the investigation and defense of the Issuer thereof, including the employment of counsel selected by the Issuer and the payment of all reasonable expenses related thereto; provided, that no settlement of a claim or proceeding against an indemnified party shall occur without the consent of such indemnified party. Notwithstanding any transfer of the Property in accordance with the provisions of this Agreement, the Borrower Documents and the Security Documents, the Borrower shall remain obligated to indemnify the Issuer against claims arising from the period prior to and during all times when the Borrower owned or had an interest in the Property.

(ii) The Bond Purchaser shall indemnify, hold harmless and defend the Issuer and its officers, members, directors, officials, agents and employees and each of them (except to the extent of gross negligence or willful misconduct by the Issuer) from and against: any and all losses, claims, damages or liabilities caused by or on behalf of any person arising directly or indirectly from the willful misconduct or gross negligence of the Bond Purchaser solely in connection with the application of the payments of the Notes to the repayment of the Bonds. In the event that any action or proceeding is brought against the Issuer or any of its officers, members, directors, officials or employees, with respect to which indemnity may be sought from the Bond Purchaser hereunder, the Bond Purchaser, upon written notice from the Issuer, shall assume the investigation and defense of the Issuer, including the employment of counsel selected by the Issuer or the payment of all expenses related thereto; provided, that no settlement of a claim or proceeding against the Issuer shall occur without the consent of the Issuer which will not be unreasonably withheld, conditioned or delayed.

(iii) The rights of the Issuer under this Section shall survive the payment in full of the Bonds and termination of this Agreement.

(b) Indemnification of Registered Owner.

(i) The Registered Owner and its participants, if any, affiliates and designees and their respective directors, officers employees, attorneys and agent and each person, if any, who has the power, directly or indirectly, to direct or cause the direction of the management or policies, now or hereafter, of such Registered Owner (the “Indemnified Registered Owner Parties”) will not incur any liability for any acts or omissions (and Borrower hereby expressly waives any and all related claims and actions against any Indemnified Registered Owner Party). Borrower further agrees to release from, pay and hold the Indemnified Registered Owner Parties harmless, from and against any and all liabilities, losses, damages, costs, expenses (including
reasonable attorneys’ fees and court costs, including those for post judgment and appellate proceedings, judgments, claims, demands, suits, actions or other proceedings of whatsoever kind or nature (including, without limitation, those in any manner directly or indirectly arising or resulting from, out of, or in connection with, any injury to, or death of, any person or any damage to property but excluding as to the Indemnified Registered Owner Parties those arising or resulting from any intentional misrepresentation, gross negligence or any willful or wanton misconduct of such Indemnified Registered Owner Parties) in any manner directly or indirectly (in any case, whether or not by the Borrower or its successors and assigns, or directly or indirectly through the agents, contractors, employees, licensees or otherwise of the Borrower or its successors and assigns) by any persons or entity whatsoever, to the extent arising or purportedly arising from this Agreement, the Bonds, the Notes, the Security Documents, the other Borrower Documents, the initial offer and sale of the Bonds, or the transactions contemplated thereby, the Collateral and the ownership, possession, use, or operation by the Borrower of the Collateral, the breach or violation of or any material inaccuracy or material omission in any agreement, covenant, representation or warranty of the Borrower set forth herein or in any document delivered pursuant hereto, including, without limitation, the Deed of Trust, the presence of any Hazardous Material or underground storage tanks on or under the Collateral or any escape, seepage, leakage, spillage, discharge, emission or release of any Hazardous Materials from the Collateral, any liens against the Collateral permitted under or imposed by any Environmental Laws, or any violation or actual or asserted liability or obligations of the Borrower under any Environmental Laws, regardless of whether or not caused by, or within the control of, the Borrower, any actual or asserted liability or obligations of the aforesaid persons under any Environmental Laws relating to the Collateral, regardless of whether or not caused by, or within the control of, the Borrower.

(ii) The Indemnified Registered Owner Parties shall give prompt written notice to the Borrower with respect to matters to which indemnification pursuant to this Section is applicable. If the Borrower is not so notified, or if the Borrower is not afforded reasonable opportunity to participate in any such matter by reason of any action or inaction of the Indemnified Registered Owner Parties, the Borrower shall have no liability to such Indemnified Registered Owner Parties under this Section with respect to such matter if such failure to receive notification or participate materially and adversely prejudices the Borrower. The Borrower shall not be liable for any settlement of any such lawsuit or other matter effected without the consent of the Indemnified Registered Owner Parties unless such liability results from a final judgment. The Indemnified Registered Owner Parties shall have the right to employ, at the Borrower’s expense, separate counsel in any lawsuit only if the Indemnified Registered Owner Parties reasonably conclude that a potential conflict of interest exists between the Indemnified Registered Owner Parties and the Borrower. All covenants, stipulations, promises, agreements and obligations of the Indemnified Registered Owner Parties, contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Indemnified Registered Owner Parties, and not of any current, future or former member, director, officer, employee, or other agent of the Indemnified Registered Owner Parties, in his or her individual capacity, and no recourse shall be had for the payment of the principal of, premium, if any, or interest on the Bonds or for any claim based thereon or hereunder against any current, future or former member, director, officer, employee, or other agent of the Indemnified Registered Owner Parties, or any natural person executing the Bonds.
(iii) The indemnification arising under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of this Agreement for any reason.

(iv) The foregoing release, protection, defense, hold harmless and indemnification provisions shall not apply to any claim, proceeding or action instituted by the Borrower against any Registered Owner relating to any warranty, representation, covenant or obligation of such Registered Owner under this Agreement if it is ultimately determined by a court or government agency (from which an appeal is not available or with respect to which the time for appeal has expired) that the Bond Purchaser breached or violated any such warranty, representation, covenant or obligation.

Section 6.11 Authority of Authorized Borrower Representative. Whenever under the provisions of this Agreement the approval of the Borrower is required, or the Issuer or the Registered Owner is required to take some action at the request of the Borrower, such approval or request shall be made by the Authorized Borrower Representative unless otherwise specified in this Agreement, and the Issuer or the Registered Owner shall be authorized to act on any such approval or request. The Borrower shall have no complaint against the Issuer or the Registered Owner as a result of any such action taken at the request or direction of such Authorized Borrower Representative.

Section 6.12 Authority of Authorized Issuer Representative. Whenever under the provisions of this Agreement the approval of the Issuer is required, or the Borrower or the Registered Owner is required to take some action at the request of the Issuer, such approval or request shall be made by the Authorized Issuer Representative unless otherwise specified in this Agreement, and the Borrower or the Registered Owner shall be authorized to act on such approval or request. The Issuer shall have no complaint against the Borrower or the Registered Owner as a result of any such action taken at the request of such Authorized Issuer Representative.

Section 6.13 Authority of Authorized Registered Owner Representative. Whenever under the provisions of this Agreement the approval of the Registered Owner is required, or the Borrower or the Issuer is required to take some action at the request of the Registered Owner, such approval or request shall be made by the Authorized Registered Owner Representative unless otherwise specified in this Agreement, and the Borrower or the Issuer shall be authorized to act on such approval or request. The Registered Owner shall have no complaint against the Borrower or the Issuer as a result of any such action taken at the request of such Authorized Registered Owner Representative.

Section 6.14 Right of Access. Borrower agrees, subject to reasonable security and safety regulations and to reasonable requirements as to notice and non-interference with operations being conducted thereon, that the Issuer and the Registered Owner and their respective duly authorized agents shall have the right at any reasonable time and from time to time, in each instance upon reasonable notice, during normal business hours, to enter upon the Property for examination and inspection. Notwithstanding the foregoing, during the continuance of any Event of Default that jeopardizes the Registered Owner’s interest in the Collateral, the Registered Owner may inspect the property at any time upon notice to the Borrower Representative, which may be given verbally.
Section 6.15 Waiver of Presentment. Except as otherwise provided herein, the Borrower waives presentment and demand for payment, notice of acceleration or of maturity, protest and notice of protest and nonpayment, bringing of suit and diligence in taking any action to collect sums owing hereunder and agrees that its liability on the Bonds or the Notes shall not be affected by any release or change in any security for the payment of the Bonds or the Notes or release of anyone liable hereunder. No extension of time for the payment of the Bonds or the Notes, or any installment thereof or other modification of the terms hereof made by the Registered Owner with any person now or hereafter liable for the payment of the Bonds or the Notes, shall affect the original liability under the Bonds and the Notes, unless the Registered Owner is a party to such agreement.

Section 6.16 Know your Customer. Borrower acknowledges and agrees to cooperate with the Bond Purchaser with respect to (for Bond Purchaser and its successors and assigns) all requirements upon Bond Purchaser to obtain, verify and record information that identifies Borrower in accordance with the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), as amended from time to time.

Section 6.17 Notices.

(a) Promptly, but not later than five (5) Business Days, after the occurrence of any event that constitutes an Event of Default hereunder or which event would, with the giving of notice or passage of time or both, constitute an Event of Default (a “Default”), the Borrower shall notify the Registered Owner and the Issuer in writing of such occurrence, which notice shall include a detailed statement by a responsible officer of the Borrower of the steps being taken by the Borrower to cure the effect of such Default or Event of Default.

(b) The Borrower shall also deliver, or cause to be delivered, prompt notice to the Issuer and the Registered Owner of any event or occurrence that could reasonably be expected to have a Material Adverse Effect, including the institution of (and once instituted, any adverse determination or change in) any action, suit, investigation, or proceeding that, if adversely determined, could reasonably be expected to have a Material Adverse Effect

ARTICLE VII
EVENTS OF DEFAULT AND REMEDIES

Section 7.01 Events of Default. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean, whenever used in this Agreement, any one or more of the following:

(a) failure by the Borrower to make any Loan Payment on the Notes so that any installment of principal of or interest on the Bonds is not paid within ten (10) days of written notice from Bond Purchaser;

(b) failure by Borrower to comply with any of the financial covenants or any other covenant or agreement in this Agreement or any other of the Borrower Documents within thirty (30) days of written notice thereof provided such failure is not another enumerated Event of Default in which case that Event of Default shall apply;
(c) the Borrower (i) dissolves, liquidates, winds-up its affairs, consolidates, merges, or otherwise sells all or substantially all of its assets or assigns, transfers, leases, disposes of, or alters the Collateral in violation of this Agreement or any of the other Borrower Documents; (ii) fails to satisfy the Debt Service Reserve Requirement; or (iii) assigns or attempts to assign this Agreement or any of its rights under this Agreement, except as expressly permitted hereby;

(d) failure by the Borrower to (i) pay Administration Fees and Expenses for a period of ten (10) days after the date on which the Borrower receives notice of such failure from Bond Purchaser or the Issuer; or (ii) observe and perform in any material respect any other covenant, condition or agreement on the part of the Borrower to be observed or performed hereunder, other than those under subsections (a), (b) and (c) of this Section, for a period of thirty (30) days after the date on which the Borrower receives written notice of such failure from Bond Purchaser or the Issuer, unless the Issuer, the Bond Purchaser and the Registered Owner shall agree in writing to an extension of such period prior to its expiration; provided, however, that if the Borrower has timely commenced and is continuously proceeding with due diligence to cure the default such period shall be extended at the Registered Owner’s discretion to such reasonable period as the Registered Owner deems acceptable to permit the Borrower to cure such default, which in no event shall be greater than an additional thirty (30) days;

(e) the entry of a decree or order for relief in respect of the Borrower in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of the Borrower or for any substantial part of the property of the Borrower or ordering the dissolution or liquidation of the affairs of the Borrower and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days;

(f) the commencement by the Borrower of a voluntary case or involuntary bankruptcy under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by the Borrower to the appointment of or taking possession of the Borrower by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) or of any substantial part of the property of the Borrower or the making by the Borrower of any assignment for the benefit of creditors;

(g) if a notice of lien, levy, or assessment is filed of record with respect to all or any material part of the property of Borrower that is not released within sixty (60) days;

(h) the insolvency of the Borrower or the failure of the Borrower generally to pay its debts as such debts become due;

(i) the occurrence of an “event of default” under the Deed of Trust or any other Borrower Document and the expiration of any applicable cure or grace period;

(j) any lien or encumbrance granted or intended to be granted to the Registered Owner pursuant to this Agreement or the Borrower Documents ceases to be of effect or to have
the intended priority (other than to the extent directly caused by the Registered Owner or any of its employees or agents);

(k) a “prohibited transaction” (as defined in ERISA) occurs with respect to any employee benefit plan sponsored by the Borrower;

(l) the Borrower suffers a Material Adverse Effect;

(m) a judgment is rendered against the Borrower in excess of $150,000 or that could reasonably be expected to have a Material Adverse Effect unless (i) such judgment is paid, vacated, discharged, stayed, or bonded pending appeal within 45 days from entry thereof or fully covered by insurance as to which the relevant insurance company has been notified and has not denied coverage; or (ii) the Borrower has set aside adequate reserves on its balance sheet to cover such judgment as reasonably determined by the Registered Owner; and

(n) any representation or warranty made by the Borrower herein or in any other Borrower Document executed in connection herewith was untrue in any material respect when made or effective, and the Issuer or the Registered Owner delivers notice thereof to the Borrower.

Section 7.02 Remedies on Default. Whenever any Event of Default shall have happened and be continuing, the Issuer, the Registered Owner and the Bond Purchaser shall have the following rights and remedies:

(a) The Registered Owner or the Bond Purchaser may, at its option, by five (5) Business Days’ written notice to the Borrower and the Issuer, declare an amount equal to the aggregate principal amount of the Bonds then unpaid, together with an amount equal to the interest accrued thereon, to be immediately due and payable and such amount shall become immediately due and payable on the date specified; provided, however, in the case of Event of Default 7.1(f) Bond Purchaser does not have to send the above written notice and the aggregate principal amount of the Bonds then unpaid, together with an amount equal to the interest accrued thereon, is upon the happening of such Event of Default immediately due and payable.

(b) The Registered Owner, the Bond Purchaser or the Issuer may enforce the provisions of this Agreement by appropriate legal proceedings for specific performance or for the enforcement of any other appropriate legal or equitable remedy, and/or for damages caused by any breach by the Borrower of the provisions of this Agreement, including court costs, reasonable fees of counsel, and other costs and expenses incurred in enforcing the obligations of the Borrower hereunder.

(c) The Bond Purchaser or the Registered Owner, as assignee thereof, may pursue any remedy provided in the Deed of Trust or any other Borrower Document or Security Document.

(d) The Registered Owner may at any time and from time to time, without notice to the Borrower, any such notice being absolutely, unconditionally, irrevocably and expressly waived forever by the Borrower, set off and apply, directly or through any of its affiliates, any and all deposits and other properties and assets at any time held in the possession, custody or control of the Registered Owner or any of its affiliates (including, for so long as the
Bond Purchaser is the Registered Owner), and any Indebtedness or other amount or obligation at any time owing by the Registered Owner or any of its affiliates, to or for the credit, account or benefit of the Borrower, against any and all of the payment obligations now or hereafter existing hereunder or under any of the other Borrower Documents.

**Section 7.03 Remedies Cumulative.** The rights and remedies of the Registered Owner, the Bond Purchaser and of the Issuer provided herein shall be cumulative and shall not exclude any other available rights and remedies. No failure of the Registered Owner, the Bond Purchaser or the Issuer to insist upon strict performance of any obligation hereunder or to exercise any remedy for any violation thereof shall be taken as a future waiver of the right to insist upon strict performance of the same or any other obligation or to exercise any remedy.

**Section 7.04 Waiver and Cure of Default.** Once occurred, an Event of Default will continue until waived. Any Event of Default may be waived in writing at any time by all of the Issuer, the Registered Owner and the Bond Purchaser; provided, however the Registered Owner may waive any Event of Default caused by the Borrower’s failure to comply with any of the special covenants or financial covenants without the consent of the Issuer (but with written notice thereof to the Issuer). If any agreement contained in this Agreement should be breached by a party and thereafter waived by the other parties, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any further or other breach hereunder.

**Section 7.05 Application of Moneys.** Except as may otherwise be required under any Security Document, all moneys realized through exercising the remedies provided in Section 7.02 hereof shall be paid first to the Registered Owner and used to pay the principal of, premium, if any, and interest and other sums on the Bonds and the Notes then due and then to satisfy any other obligations of the Borrower under this Agreement and the other Borrower Documents. If the available moneys are insufficient to pay the principal of, premium, if any, and interest and other sums on the Bonds and the Notes then due, they shall be applied by the Registered Owner first to the payment of installments of interest and other sums then due on the Bonds and the Notes and second to the unpaid principal of the Bonds and the Notes which shall then be due.

**Section 7.06 Failure of the Issuer to Perform Obligations.** If the Issuer shall fail to observe or perform any covenant, condition, agreement or provision contained in this Agreement, the Borrower, the Registered Owner or the Bond Purchaser may take whatever legal proceedings may be required to compel full performance by the Issuer of its obligations, and, in addition, the Registered Owner or the Bond Purchaser may, to whatever extent it deems appropriate for its protection, perform any such obligation in the name of the Issuer and on the Issuer’s behalf. Any judgment against the Issuer shall be enforceable only against the funds and accounts attributable to the Bonds and this Agreement in the hands of the Borrower, the Registered Owner or the Bond Purchaser, and there shall be no deficiency or other judgment against the general credit of the Issuer.

**Section 7.07 Agreement to Pay Attorneys’ Fees and Expenses.** If the Borrower should default under any of the provisions of this Agreement and the Issuer, the Registered Owner or the Bond Purchaser should employ attorneys or incur other expenses for the collection of amounts payable hereunder or the enforcement of performance or observance of any obligation or agreement on the part of the Borrower herein contained, the Borrower agrees that it will on demand
therefor pay to the Issuer, the Registered Owner or the Bond Purchaser, as the case may be, the reasonable fee of such attorneys and such other reasonable expenses incurred by the Issuer, the Registered Owner and the Bond Purchaser. The Borrower shall further pay or reimburse any and all reasonable costs and expenses incurred by the Bond Purchaser (or any subsequent Registered Owner, as assignee) in connection with the preparation and execution of this Agreement and the other Borrower Documents, all waivers, releases, discharges, satisfactions, modifications and amendments thereof, and consents with respect thereto, all periodic audits, appraisals and other evaluations of the Property, the closing of the transactions contemplated hereby, and the administration, maintenance, enforcement and adjudication of this Agreement. The Borrower shall make payment of such amounts within 30 days of an invoice or billing statement therefor if no Event of Default is then occurring and on demand if an Event of Default is then occurring. All fees and other prepaid charges owed to the Registered Owner are earned fully as of the date of the Notes and will not be subject to refund except as required by applicable law.

Section 7.08 Reinstatement. In the event any payment of or any application of any amount, asset or property pursuant to this Agreement at any time is rescinded or must otherwise be restored or returned by the Registered Owner upon the insolvency, receivership or any bankruptcy of any Borrower, then, to the full extent permitted by applicable law, the terms and provisions of this Agreement and the other Borrower Documents will continue to apply, or will be reinstated if not then in effect, as the case may be, with respect to the payment obligation so rescinded, restored or returned, all as though such payment or application had never been made.

Section 7.09 Certain Performance by the Registered Owner. The Registered Owner may, but is not required to, make any payment or perform any obligation under this Agreement or any other Borrower Document that the Borrower has failed to make or perform, and the Borrower irrevocably appoints the Registered Owner as the true and lawful attorney-in-fact for the Borrower to make any such payment and perform any such obligation. Without limiting the generality of the foregoing, the Registered Owner may at the Borrower’s expense purchase any insurance that the Borrower must maintain under this Agreement or any other Borrower Document, or pay any premium due thereunder, but the Borrower fails to maintain or pay.

ARTICLE VIII
MISCELLANEOUS

Section 8.01 Term of This Agreement. This Agreement shall remain in full force and effect until the Bonds and the Notes have been paid in full and all the other rights and obligations of the parties hereunder have been satisfied. All representations, covenants and certifications by the Borrower as to all matters affecting the tax-exempt status of the Bonds or the payment of additional amounts resulting from a Determination of Taxability shall survive the termination of this Agreement until all statutes of limitation as to any tax liability that may be incurred shall have expired.

Section 8.02 Notices. All notices, certificates, requests or other communications hereunder shall be sufficiently given when delivered by electronic means followed by a hard copy, mailed by overnight, registered or certified mail return receipt requested or hand-delivered and receipt thereof acknowledged as follows:
to the Issuer:  
City of Fort Collins, Colorado  
300 LaPorte Avenue  
Fort Collins, CO 80521  
Attention: City Attorney  
Telephone: (970) __________

to the Bond Purchaser:  
First American State Bank  
8390 East Crescent Parkway, Suite 100  
Greenwood Village, CO 80111  
Attn: Dave Korn, Chief Lending Officer  
Telephone: (303) 694-6464

to Borrower:  
THE RESIDENCE @ OAKRIDGE, LLC  
999 Ponce de Leon Blvd., Suite 950  
Coral Gables, Florida 33134  
Telephone: (305) 444-5007

A duplicate copy of each notice, certificate, request or other communication given hereunder to the Issuer, the Borrower or the Bond Purchaser shall also be given to the others and, if the Bond Purchaser is not the Registered Owner, to the then current Registered Owner at the address therefor in the registration books maintained by the Registrar. The Issuer, the Borrower, the Bond Purchaser and any other Registered Owner (as the case may be), by written notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent. Notices are deemed given on the date of delivery, if delivered by hand, one (1) Business Day after being sent by overnight or courier and five (5) Business Days after deposit in the mail, if sent by registered or certified mail. Notwithstanding the foregoing, invoices, periodic statements and reports, compliance certificates, and informal correspondence may be forwarded by electronic mail and other means as the Issuer, the Bond Purchaser (if it is the Registered Owner or the Registrar) or, if applicable the Registered Owner (if other than the Bond Purchaser) may permit from time to time.

Section 8.03  Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Issuer, the Borrower, the Bond Purchaser, any other Registered Owner and their respective successors and assigns.

Section 8.04  Third-Party Beneficiaries. Each Registered Owner, if not a party hereto or an assignee of the rights of the Bond Purchaser or another Registered Owner, as the case may be, shall be a third-party beneficiary of this Agreement.

Section 8.05  Severability. If any section or provision of this Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into or taken thereunder, which shall be construed and enforced as if such
illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 8.06 Amendments, Changes and Modifications. The Issuer, the Bond Purchaser and the Borrower may amend, change or modify this Agreement pursuant to a written amendment executed by all parties. Notwithstanding anything herein to the contrary, the Borrower and the Bond Purchaser may amend this Agreement without the Issuer’s consent (but with written notice by the Borrower to the Issuer of such amendment) so long as such amendments are limited to financial reporting or financial covenants relating to the Borrower and so long as such amendments do not adversely affect the Issuer or its interest (including, without limitation, the validity of the Bonds, payment of its fees and expenses and its rights to indemnification) or obligations hereunder. The Borrower shall also obtain an opinion of Bond Counsel, addressed to the Issuer that such amendments do not result in interest payable on the Bonds becoming includable in the gross income of the Registered Owner.

Section 8.07 Transfers. The Bond Purchaser, at its sole discretion, may upon written notice to the Issuer transfer this Agreement to any affiliated entities, without obtaining any consent or approval by the Issuer or the Borrower; provided, however, that, if reasonably possible prior to any such transfer, the Bond Purchaser shall notify the Borrower and the Issuer of such proposed transfer; otherwise the Bond Purchaser shall notify the Borrower and the Issuer of such transfer promptly following such transfer.

Section 8.08 Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same agreement.

Section 8.09 Governing Law. This Agreement shall be governed by the laws of the State of Colorado.

Section 8.10 Captions. The captions or headings in this Agreement are for convenience only and no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 8.11 Limitation on Liability of Issuer. The Issuer shall not be obligated to pay the principal of, premium, if any, or interest on the Bonds, except from Revenues. The Bond Purchaser hereby acknowledges that the Issuer’s sole source of moneys to pay principal of, premium, if any, or interest on the Bonds will be provided by such Revenues.

THE BONDS SHALL BE A SPECIAL, LIMITED OBLIGATION OF THE ISSUER PAYABLE SOLELY FROM REVENUES. THE BONDS SHALL CONSTITUTE A VALID CLAIM OF THE REGISTERED OWNER THEREOF AGAINST THE REVENUES, WHICH ARE PLEDGED TO SECURE THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, AND WHICH SHALL BE USED FOR NO OTHER PURPOSE EXCEPT AS EXPRESSLY AUTHORIZED IN THIS AGREEMENT. THE BONDS
SHALL NOT BE A DEBT OR INDEBTEDNESS OF THE ISSUER, THE STATE OR ANY POLITICAL SUBDIVISION OF EITHER THE ISSUER OR THE STATE, AND NEITHER THE ISSUER, THE STATE NOR ANY POLITICAL SUBDIVISION THEREOF SHALL BE LIABLE FOR PAYMENT OF THE BONDS OR FOR THE PERFORMANCE OF ANY PLEDGE, OBLIGATION OR AGREEMENT OF ANY KIND WHATSOEVER WITH RESPECT THERETO EXCEPT AS SET FORTH HEREIN, NOR IN ANY EVENT SHALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS BE PAYABLE OUT OF ANY FUNDS OR ASSETS OTHER THAN THOSE PLEDGED TO THAT PURPOSE BY THE ISSUER HEREIN, NOR IN ANY EVENT SHALL THE BONDS BE PAYABLE OUT OF ANY FUNDS, ASSETS OR FACILITIES OTHER THAN THOSE OF THE ISSUER PLEDGED UNDER THIS AGREEMENT. THE BONDS SHALL NOT CONSTITUTE AN INDEBTEDNESS OR A MULTIPLE FISCAL-YEAR FINANCIAL OBLIGATION WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION. THE BONDS DO NOT CONSTITUTE A DEBT, LOAN, CREDIT OR PLEDGE OF THE FAITH AND CREDIT OR TAXING POWER OF THE ISSUER, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF.

Section 8.12 No Personal Liability of Officials of the Issuer. NONE OF THE COVENANTS, STIPULATIONS, PROMISES, AGREEMENTS AND OBLIGATIONS OF THE ISSUER CONTAINED HEREIN SHALL BE DEEMED TO BE COVENANTS, STIPULATIONS, PROMISES, AGREEMENTS OR OBLIGATIONS OF ANY PAST, PRESENT OR FUTURE MEMBER OF THE ISSUER’S CITY COUNCIL, OR THE OFFICERS, COUNSEL, FINANCIAL ADVISORS, EMPLOYEES OR AGENTS OF THE ISSUER, OR OF ANY SUCCESSOR THERETO, AND NO RECOURSE SHALL BE HAD FOR THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE BONDS AGAINST ANY PAST, PRESENT OR FUTURE MEMBER OF THE ISSUER’S CITY COUNCIL, OR THE OFFICERS, COUNSEL, FINANCIAL ADVISORS, EMPLOYEES OR AGENTS OF THE ISSUER, OR OF ANY SUCCESSOR THERETO, UNDER ANY RULE OF LAW OR EQUITY, STATUTE OR CONSTITUTION, AND ALL SUCH LIABILITY IS HEREBY EXPRESSLY WAIVED AND RELEASED AS A CONDITION OF, AND CONSIDERATION FOR, THE EXECUTION AND ISSUANCE OF THE BONDS.

Section 8.13 Payments Due on Holidays. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Agreement, shall be a legal holiday or a day on which state or national banking institutions in the state in which the principal office of the Bond Purchaser is located are authorized by law to remain closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are not authorized by law to remain closed, and interest will continue to accrue to such date.

Section 8.14 Conditions to Closing. The purchase of the Bonds by the Bond Purchaser is subject to the fulfillment of each of the following conditions and receipt by the Bond Purchaser of the following items, in form and substance satisfactory to the Bond Purchaser in its sole discretion:
(a) **Appraisal.** Borrower has previously provided to Bond Purchaser an independent appraisal dated September 4, 2020 which is reasonably acceptable to the Bond Purchaser.

(b) **Environmental Assessment.** The “Phase I” environmental assessment of the Property from Corn & Associates ordered by Borrower at Borrower’s expense from an environmental engineering company acceptable to the Bond Purchaser, assessing the environmental condition of the Property.

(c) **Title Insurance.** A title commitment issued by the Title Company reasonably acceptable to the Bond Purchaser, together with copies of all documents identified therein, and pursuant to which the Title Company agrees to issue to the Bond Purchaser an ALTA form of loan policy acceptable to the Bond Purchaser insuring the Deed of Trust on the Property as a valid first lien and in total for the full amount of the Bonds, free and clear of all liens (including mechanic’s liens) and encumbrances, and subject only to the Permitted Exceptions and such exclusions from coverage and such exceptions to title as may be approved by the Bond Purchaser, and containing such endorsements as the Bond Purchaser may require. The title commitment shall name the Bond Purchaser, its successors and/or assigns, as the insured under the loan policy. Title to the Property shall be good and marketable.

(d) **Survey.** Borrower has provided Bond Purchaser with an as-built ALTA boundary and location survey of the Property dated September 13, 2002 prepared by Sear Brown (the “Survey”), which Bond Purchaser has determined is acceptable to Bond Purchaser. If requested, Borrower will execute an Affidavit that there have been no changes to the Property since completion of the Survey.

(e) **Flood Zone Certification.** If the Property is in a flood plain, evidence of flood insurance.

(f) **Organizational Documents.** Copies of the organizational documents of Borrower, including, without limitation, the articles of incorporation, bylaws, and good standing certificates, all of which shall be reasonably satisfactory to the Bond Purchaser.

(g) **Governmental Permits.** Evidence in the form of the current License issued by the Colorado Department of Public Health and Environment effective January 4, 2021, indicating that the Property is currently licensed to engage in the business of an Assisted Living Residence/Alternative Care Facility in the State of Colorado. All approvals and permits required for the operation of the Property must be legally valid and remain in full force and effect throughout the term of the Bonds. In the event that any of such approvals or permits is invalidated, rescinded or suspended, the Bond Purchaser will not be obligated to close on the Bonds during the period that any invalidation, rescission or suspension continues.

(h) **Utility Services.** Evidence that adequate utility services are available at the Property, including water, sewer, electric, gas and telephone, and the Borrower may tap into such services.
(i) **Other Documents.** Such other documents, instruments, pledges, and certificates including, without limitation, proofs, opinions and other assurances, as the Bond Purchaser or its counsel may reasonably require.

(j) **Fees.** All fees, costs, and expenses in connection with the issuance of the Bonds shall have been paid (or will be authorized for payment out of the proceeds of the Bonds), including, without limitation, title insurance premiums and related fees and costs, legal fees, recording fees, amounts due to consultants and advisors, and the fee of .50% of the principal amount of the Bonds due to the Bond Purchaser.

(k) **Borrower Documents and the Security Documents.** The Borrower Documents and the Security Documents shall be in form and content acceptable to the Bond Purchaser and the Issuer and their respective counsel, shall have been duly executed and delivered by each of the respective parties thereto, shall not have been modified, amended or rescinded, and shall be in full force and effect as of the date of issuance of the Bonds.

(l) **Opinion of Bond Counsel.** The Bond Purchaser and the Issuer shall have received opinions of Butler Snow LLP, as Bond Counsel, dated the date of issuance of the Bonds and addressed to the Bond Purchaser and the Issuer, including opinions as to the valid authorization and issuance of the Bonds, the due adoption of the Issuer Ordinance, to the effect that the Bonds are a valid and binding limited revenue obligation of the Issuer, and addressing the tax treatment of interest on the Bonds under federal and State law, and otherwise in form and substance satisfactory to the Bond Purchaser and its counsel and the Issuer and its counsel.

(m) **Opinion of Counsel to the Borrower.** The Bond Purchaser and the Issuer shall have received an opinion of counsel to the Borrower dated the date of issuance of the Bonds and addressed to the Bond Purchaser and the Issuer, with respect to such matters as the Bond Purchaser or the Issuer may require, including opinions as to the due organization and authority of the Borrower, the absence of litigation, the receipt of all necessary governmental and other approvals, and opinions to the effect that this Agreement and the other Borrower Documents and Security Documents to which the Borrower is a party have been duly authorized, executed and delivered by Borrower, and when executed and delivered shall constitute legal, valid and binding obligations of the Borrower, enforceable against the Borrower in accordance with their respective terms, and otherwise in form and substance satisfactory to the Bond Purchaser, the Issuer and their counsel, and that the Security Documents constitute a valid perfected security interest in the non-real property portion of the Collateral.

(n) **No Material Adverse Effect.** No event or condition shall have occurred which has a Material Adverse Effect on the assets, operations or condition (financial or otherwise) or prospects of the Borrower, or in the facts and information regarding the Borrower upon which the Bond Purchaser approved its creditworthiness, except as disclosed in writing to the Bond Purchaser and approved by the Bond Purchaser.

(o) **Lien and Judgement Searches.** The Bond Purchaser shall have received lien and judgement searches for the Borrower.
(p) **Tax Certificates.** Bond Purchaser shall have received a tax certificate issued by the Treasurer for the County of Larimer certifying that all taxes and assessments for the current tax year, if any, and prior years have been paid in full and are current or evidence that the Borrower is exempt from the payment of real property taxes and assessments;

(q) **Satisfaction.** The Bond Purchaser shall be satisfied that on the date of issuance of the Bonds each representation and warranty on the part of the Borrower contained in this Agreement and in each other Borrower Document to which the Borrower is a party are true and correct in all material respects and no information has come to the attention of the Bond Purchaser that was not previously disclosed to Bond Purchaser and which, in the judgment of the Bond Purchaser, is inconsistent in a material and adverse manner with information disclosed to Bond Purchaser prior thereto.

**Section 8.15 Waiver of Jury Trial.** THE BOND PURCHASER, THE REGISTERED OWNER (IF NOT THE BOND PURCHASER) AND THE BORROWER HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS AGREEMENT, ANY OF THE BORROWER DOCUMENTS, ANY DEALINGS AMONG THE BOND PURCHASER, THE REGISTERED OWNER (IF NOT THE BOND PURCHASER) OR THE BORROWER RELATING TO THE SUBJECT MATTER OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, THE BORROWER DOCUMENTS OR ANY RELATED TRANSACTIONS, AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED AMONG THE BOND PURCHASER, THE REGISTERED OWNER (IF NOT THE BOND PURCHASER) AND THE BORROWER. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT (INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS). THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT, ANY BORROWER DOCUMENTS, OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY RELATED TRANSACTIONS. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

**Section 8.16 No Fiduciary Relationship, Etc.** The Borrower acknowledges and agrees that its sole relationship with the Bond Purchaser and any other Registered Owner is that of debtor and creditor, respectively, and that no term or provision of this Agreement or any other Borrower Document is intended to create, nor will any such term or provision be deemed or construed to have created, any joint venture, partnership, trust, agency, or other fiduciary relationship among the Bond Purchaser, or any other Registered Owner, as the case may be, or the Borrower, or, with respect to such parties, any of its affiliates. The Borrower has independently reviewed and evaluated this Agreement and the other Borrower Documents, the transactions contemplated hereunder and thereunder, and the potential effects of such transactions on the assets and properties (including the Collateral), business, operations, and conditions (financial or otherwise) of the Borrower and its affiliates.
Section 8.17 Relationship to Other Borrower Documents. The representations, warranties, and covenants of the Borrower as set forth in this Agreement are not intended, nor will they be deemed, to limit any representation, warranty, or covenant of the Borrower set forth in any other Borrower Document. The Borrower will be bound by, and otherwise comply with, each of its representations, warranties, and covenants set forth in the other Borrower Documents, on the terms, provisions, and conditions set forth therein, even if a representation, warranty, or covenant addressing the same matter or substance is also set forth in this Agreement.

Section 8.18 Records of the Registered Owner. During such time as it is the registered owner of the Bonds, the Registered Owner’s calculation and recording of the interest rate on the Bonds, the amounts of principal and interest due and payable under the Bonds and the Loan, and the receipt and allocation of payments thereon will be conclusive absent manifest error.

Section 8.19 Relationship Between Bond Purchaser and Registered Owner. At any time that there is not an identity between the Bond Purchaser and the Registered Owner, the Registered Owner shall be the party charged with giving consents, waivers, etc. To the extent that the Bond Purchaser owns an interest in the Bonds at the same time as one or more Registered Owners, a majority in outstanding principal amount of the Bonds shall have the power to provide consents, waivers, etc.

Section 8.20 Uniform Electronics Transactions Act. Borrower hereby represents that the person signing this Agreement on behalf of Borrower is hereby authorized to act as Borrower’s authorized representative. Without notice to or consent of Borrower, Bond Purchaser may create electronic images of this Agreement and the other Borrower Documents and destroy paper originals of any such imaged documents. Provided that such images are maintained by or on behalf of Bond Purchaser as part of Bond Purchaser’s normal business processes, Borrower agrees that such images have the same legal force and effect as the paper originals and are enforceable against Borrower. Furthermore, Borrower agrees that Bond Purchaser may convert this Agreement and any other Loan Documents into a “transferrable record” as such term is defined under, and to the extent permitted by, the Uniform Electronic Transactions Act (the “UETA”), as adopted in the State of Colorado, with the image of such instrument in Lender’s possession constituting an “authoritative copy” under the UETA.

Section 8.21 Waiver of Special Damages. TO THE EXTENT PERMITTED BY APPLICABLE LAW, BORROWER SHALL NOT ASSERT, AND HEREBY WAIVES, ANY CLAIM AGAINST BOND PURCHASER OR ISSUER, ON ANY THEORY OF LIABILITY, FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES (AS OPPOSED TO DIRECT OR ACTUAL DAMAGES) ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF, THIS AGREEMENT OR ANY OTHER BORROWER DOCUMENT, THE TRANSACTIONS CONTEMPLATED THEREBY, THE BONDS, NOTES, OR THE USE OF THE PROCEEDS THEREOF.

Section 8.22 Jurisdiction and Venue. Borrower hereby consents and submits to the exclusive jurisdiction and venue of any state court in the County of Larimer, Colorado, and the federal court sitting in the City and County of Denver or the County of Larimer, Colorado with respect to any legal action or proceeding arising with respect to the Loan Documents and waives all objections which it may have to such jurisdiction and venue. Nothing herein shall, however,
preclude or prevent Bond Purchaser from bringing actions against Borrower in any other jurisdiction as may be necessary to enforce or realize upon the security for the Bonds provided in any of the Borrower Documents.

[Remainder of Page Intentionally Left Blank; Signatures Follow]
IN WITNESS WHEREOF, the Issuer, the Borrower, and the Bond Purchaser have caused this Agreement to be executed in their respective corporate names by their duly authorized officers, as of the date first written above.

CITY OF FORT COLLINS, COLORADO

By: ________________________________
     Mayor

[SEAL]

Attest:

By: ________________________________
     City Clerk

THE RESIDENCE @ OAKRIDGE, LLC, a Florida limited liability company

By: NHA @ Fort Collins, LLC, its Managing Member:

By NHA Fort Collins, Inc.,
Its Managing Member

By: ________________________________
     Patricia Greenberg, Its President

FIRST AMERICAN STATE BANK

By: ________________________________
     ____________, Vice President
The foregoing instrument was acknowledged before me this _____ day of ____________, 2021 by ______________________, as Mayor and __________________, as City Clerk of the City of Fort Collins, Colorado, a municipal corporation and a home rule city of the State of Colorado.

Witness my hand and official seal.

____________________________________
Notary Public

[SEAL]

The foregoing instrument was acknowledged before me this _____ day of ____________, 2021, by Patricia Greenberg, as President of NHA Fort Collins, Inc., as Managing Member of NHA @ Fort Collins, LLC, as Managing Member of THE RESIDENCE @ OAKRIDGE, LLC, a Florida limited liability company. Witness my hand and official seal.

____________________________________
Notary Public

[SEAL]

My commission expires: ____________
STATE OF COLORADO       )

                        ) ss.

______________________ COUNTY )

The foregoing instrument was acknowledged before me this _____ day of ___________, 2021, by ______________________ as Vice President and authorized signatory of First American State Bank.

Witness my hand and official seal.

______________________________
Notary Public

[SEAL]

[Notary Page to Financing Agreement]
EXHIBIT B
INVESTOR LETTER
[closing date], 2021

City of Fort Collins, Colorado
300 LaPorte Avenue
Fort Collins, CO 80521

Butler Snow LLP Suite 5100
1801 California Street
Denver, CO 80202

Re: City of Fort Collins, Colorado, Tax-Exempt Economic Development Revenue Bond (The Residence at Oakridge Project), Series 2021A and Taxable Economic Development Revenue Bond (The Residence at Oakridge Project), Series 2021B

Ladies and Gentlemen:

First American State Bank, a Colorado state banking corporation (the “Purchaser”) hereby acknowledges receipt of (a) the City of Fort Collins, Colorado Tax-Exempt Economic Development Revenue Bond (The Residence at Oakridge Project), Series 2021A (“2021A Bond”) in the principal amount of [Series A Par] in fully registered form and (b) the City of Fort Collins, Colorado Taxable Economic Development Revenue Bond (The Residence at Oakridge Project), Series 2021B (“2021B Bond” and together with the Series 2021A Bond, the “Bonds”) in the principal amount of [Series B Par] in fully registered form. The Bonds has been checked, inspected and approved by the Purchaser.

The undersigned acknowledges that the Bonds were issued for the purpose of making a loan to THE RESIDENCE @ OAKRIDGE, LLC (the “Borrower”) to finance the costs of the Refunding Project as described in that certain Financing Agreement dated [closing date], 2021, as the same may be amended and supplemented (the “Financing Agreement”), by and among the City of Fort Collins, Colorado (the “Issuer”), the Borrower and the Purchaser. All capitalized terms used herein have the same meaning as defined in the Financing Agreement unless otherwise defined herein.

The undersigned further acknowledges that the Bonds are secured by the Financing Agreement and the Security Documents (as defined in the Financing Agreement), which create security interests and other liens in the Property as provided therein.

In connection with the purchase of the Bonds from the Issuer, the Purchaser hereby makes the following representations upon which you may rely:

1. The Purchaser hereby certifies that it is either (a) a bank as defined in Section 3(a)(2) of the Securities Act of 1933, as amended (the “Securities Act”) (b) an institutional “accredited investor” as that term is defined in Rule 501 of Regulation D under...
the Securities Act; or (b) a “qualified institutional buyer” as that term is defined in Rule
144A under the Securities Act.

2. The Purchaser may, on or about the date of issuance of the Bonds, sell and
transfer 100% of the Bonds to a wholly owned subsidiary of the Purchaser or any other
entity whatsoever, so long as any such entity shall execute an investment letter in the form
of this letter and shall be a qualified Purchaser as described in paragraph 1 hereof.

3. The Purchaser acknowledges that it has such knowledge and experience in
business matters that it is fully capable of evaluating the merits and risks represented by a
purchase of the Bonds and it is able to bear the economic risk of the purchase and
ownership of the Bonds.

4. The Purchaser has received from the Issuer no formal or informal offering
or disclosure document relating to the Bonds and has concluded that the receipt of one prior
to the purchase of the Bonds is not required. It is acknowledged that no information has
been provided by the Issuer, its officials, employees, agents or its counsel, and that any
information furnished by any other party to the transaction does not purport to fully
disclose all information pertinent to the Bonds.

5. Except as disclosed to the Issuer in writing, the Purchaser is not now and
has never been controlled by, or under common control with, the Borrower. Except as
disclosed to the Issuer in writing, the Borrower has never been and is not now controlled
by the Purchaser. The Purchaser hereby agrees to deliver to the Issuer a copy of any
agreement between the Purchaser and the Borrower or any affiliate of the Borrower relating
to the Bonds.

6. The Purchaser has authority to purchase the Bonds and to execute this letter
and any other instruments and documents required to be executed by the Purchaser in
connection with the purchase of the Bonds, including the Financing Agreement. Assuming
due authorization, execution and delivery by the Issuer and the Borrower, the Financing
Agreement constitutes a valid and binding obligation of the Purchaser, enforceable against
the Purchaser in accordance with its terms.

7. In entering into this transaction the Purchaser has not relied upon any
representations or opinions made by the Issuer or its counsel relating to the legal or
financial consequences or other aspects of the transactions, nor has it looked to, nor
expected, the Issuer to undertake or require any credit investigation or due diligence
reviews relating to the Borrower, its financial condition or business operations, the Project
Facilities (including the financing, refinancing, operation or management thereof), or any
other matter pertaining to the merits or risks of the transaction, or the adequacy of any
collateral pledged to secure repayment of the Bonds.

8. The Purchaser understands that the Bonds are not secured by any pledge of
any moneys received or to be received from taxation by the State of Colorado or any
political subdivision or taxing district thereof, including, without limitation, the Issuer; that
the Bonds will never constitute the debt or indebtedness of the Issuer within the meaning
of the Constitution or statutes of the State, and shall never constitute a pecuniary liability of the Issuer or a charge against its general credit or taxing powers; and that the liability of the Issuer with respect to the Bonds is subject to further limitations as set forth in the Bonds and the Financing Agreement.

9. The Purchaser has been informed that the Bonds (i) have not been and will not be registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any jurisdiction; (ii) will not be listed on any stock or other securities exchange; and (iii) will carry no rating from any rating service.

10. The Purchaser has obtained from a representative of the Borrower and others, all information regarding the Bonds which it has deemed relevant. The Purchaser has asked of the Borrower and all other relevant parties all the questions to which the Purchaser desired answers and has had those questions satisfactorily answered. None of the Borrower, the Issuer, nor any other relevant party has affirmatively refused to disclose any information that Purchaser deems necessary or appropriate to its decision to purchase the Bonds. The Purchaser has based its decision to invest in the Bonds solely on its own investment decisions.

11. Although the Purchaser does not intend at this time to dispose of the Bonds and has not offered to sell, solicited offers to buy, or agreed to transfer the Bonds or any part thereof, the Purchaser acknowledges that it has the right to sell and transfer the Bonds, subject to the following requirements:

(a) the Purchaser may not dispose of the Bonds to a person or entity other than as described in Section 1;

(b) the Purchaser will not sell or otherwise transfer the Bonds unless such transfer will not result in the transferee owning less than the all the Bonds, except with the prior written approval of the Issuer;

(c) prior to any transfer of the Bonds, the Purchaser shall deliver to the Issuer a certificate identifying any and all documents that have been executed by the Purchaser and the Borrower or any affiliate of the Borrower with respect to the Bonds; and

(d) the Purchaser will not sell or otherwise transfer the Bonds without requiring the transferee to deliver to the Issuer and to the Borrower an investor’s letter to the same effect as this Investor Letter, including this Section, with no revisions except as may be approved in writing by the Issuer.

12. The Purchaser acknowledges that the issuance of the Bonds to the Purchaser is made in reliance upon the certifications, representations, and warranties herein by the addressees hereto. The Purchaser acknowledges that the Issuer and others will rely upon the truth and accuracy of the foregoing acknowledgments, representations, and agreements.
Dated as of the date first written above.

First American State Bank,
a Colorado state banking corporation

By ____________________________

David Korn, Senior Vice President

[Signature Page to Investor Letter]
EXHIBIT C
FORM OF BONDS

[FORM OF 2021A BOND]

THIS 2021A BOND MAY ONLY BE TRANSFERRED BY THE REGISTERED OWNER HEREOF ONLY UPON THE EXECUTION AND DELIVERY BY THE TRANSFEREE OF AN INVESTOR LETTER IN THE FORM ATTACHED TO THE HEREIN DESCRIBED AGREEMENT.

CITY OF FORT COLLINS, COLORADO
TAX-EXEMPT ECONOMIC DEVELOPMENT REVENUE BOND
(THE RESIDENCE AT OAKRIDGE PROJECT)
SERIES 2021A

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<td>May 1, 2034</td>
<td>[closing date], 2021</td>
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REGISTERED OWNER/BOND PURCHASER: First American State Bank, a Colorado state banking corporation

ADDRESS: 8390 East Crescent Parkway, Suite 100, Greenwood Village, CO 80111

PRINCIPAL AMOUNT: __________ MILLION _______ HUNDRED THOUSAND _______ DOLLARS

All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Financing Agreement (the “Agreement”) dated [closing date], 2021, by and among the City of Fort Collins, Colorado (the “Issuer”), a municipal corporation and a home rule city duly organized and existing under the laws of the State of Colorado and in particular under the provisions of Article XX of the Constitution of the State of Colorado and the Charter of the City, THE RESIDENCE @ OAKRIDGE, LLC, a Florida limited liability company (together with its successors and assigns permitted under the Agreement, the “Borrower”), and First American State Bank, a Colorado state banking corporation (the “Registered Owner” and “Bond Purchaser”).

This Series 2021A Bond of the Issuer is captioned as the City of Fort Collins, Colorado Tax-Exempt Economic Development Revenue Bond (The Residence at Oakridge Project), Series 2021A (the “2021A Bond”) in the principal amount of [Series A Par].

The Issuer, for value received, hereby promises to pay (solely from the sources described herein) to the Registered Owner specified above, or registered assigns, the principal of and interest accruing on this 2021A Bond as follows:
(i) Monthly payments of accrued and unpaid interest on this 2021A Bond shall be due on each Payment Date (as set forth on Schedule I attached hereto) without demand.

(ii) Monthly payments of principal on this 2021A Bond shall be due and payable without demand on the dates and in the respective amounts set forth on Schedule I attached hereto.

The 2021A Bond shall be dated the Original Issue Date set forth above and shall mature on the Maturity Date.

So long as no Event of Default has occurred and is continuing, this 2021A Bond shall bear interest at the Tax-Exempt Rate as set forth in the Agreement. Notwithstanding any other provision of the Agreement to the contrary, upon and during the continuance of an Event of Default, this 2021A Bond will bear interest at the Default Rate; provided, however, if the Event of Default is the result of a failure in the payment of the principal or interest on the Notes, the applicable default rate will only apply if such failure continues for ten (10) days after the date on which such payment was due and payable. Any interest due and payable at the Default Rate shall be payable on demand and if any payment of principal and interest is not received by the Bond Purchaser within ten (10) days after it is due, a late charge of 5% of such overdue amount will, at the Bond Purchaser’s option, be payable.

So long as no Determination of Taxability has occurred, and no Event of Default has occurred and is continuing, Bonds shall bear interest at the Tax-Exempt Rate as set forth in the Agreement. Notwithstanding any other provision of the Agreement to the contrary from the date on which Registered Owner delivers to the Issuer and the Borrower a notice of a Determination of Taxability (“Notice of Taxability”) the outstanding principal amount of the 2021A Bond will bear interest at the Taxable Rate.

In addition, upon such Determination of Taxability, the following shall be due under the 2021A Bond: (i) within 30 days following delivery of the Notice of Taxability, the Taxable Make-Whole Amount; and (ii) within 30 days following delivery of any demand by a Registered Owner (such demand(s) may be made with the Notice of Taxability and by separate notice(s)) to the Issuer and the Borrower, any and all penalties and other amounts imposed upon such Registered Owner by the Internal Revenue Service or other governmental authority resulting from or caused by the Determination of Taxability. “Taxable Make-Whole Amount” means the difference equal to (1) the sum of those interest payments, or portion thereof, paid on the 2021A Bond prior to delivery of the Notice of Taxability and deemed taxable pursuant to the Determination of Taxability at the Taxable Rate, minus (2) the sum of such interest payments, or portion thereof, actually paid on such 2021A Bond.

Notwithstanding anything herein to the contrary, the obligation of the Issuer hereunder shall be subject to the limitation that payments of interest, including, without limitation, penalty interest, to the Registered Owner of this 2021A Bond shall not exceed the Maximum Rate.

The 2021A Bond has been issued in the principal amount of [Series A Par] under the County and Municipality Development Revenue Bond Act, constituting Article 3, Title 29,
Colorado Revised Statutes, as amended (the “Act”), the Colorado Supplemental Public Securities Act, constituting Part 2, Article 57, Title 11, Colorado Revised Statutes, as amended (the “Supplemental Act”) and an ordinance duly adopted by the City Council of the Issuer on April 20, 2021 for the purpose of financing a portion of the costs of the Refunding Project as described in the Financing Agreement. The proceeds of the Bonds will be loaned (the “Loan”) by the Issuer to the Borrower pursuant to the Agreement to pay a portion of the costs of the Refunding Project. The Loan is evidenced by the Notes from the Borrower payable to the order of the Issuer and assigned to the Bond Purchaser as the initial Registered Owner. The Loan is secured by the Security Documents and as otherwise provided in the Agreement.

Payment of the principal of, premium, if any, and interest on the 2021A Bond shall be made to the Registered Owner by check or draft (subject to collection) delivered or mailed to the Registered Owner at the addresses set forth in the registration record maintained by the Bond Purchaser as registrar or by such electronic means (e.g., auto-debit or ACH payment) as the Registered Owner may permit or require. All payments of principal of, premium, if any, and interest on the 2021A Bond shall be made in lawful money of the United States of America in immediately available funds.

Optional Prepayment of the Bond. The unpaid principal of the Series 2021A Bond may be prepaid in whole or in part by the Issuer (solely from loan payments of the Borrower pursuant to the Note) at the direction of the Borrower on any date on 30 days’ prior written notice, unless such notice is waived by the Registered Owner. The Series 2021A Bond may be prepaid at a prepayment price equal to the sum of the following: (i) 100% of the principal amount being prepaid, (ii) accrued interest on such principal to the prepayment date, (iii) fees and costs of the Registered Owner, (iv) any default interest and late charges, and (v) a prepayment penalty equal to the percentage of the principal amount of the Series 2021A Bond prepaid (the “Prepayment Fee”) as follows:

<table>
<thead>
<tr>
<th>Closing Date Anniversary</th>
<th>Prepayment Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;1 Year</td>
<td>5%</td>
</tr>
<tr>
<td>&gt;Year 1 &lt; Year 2</td>
<td>4%</td>
</tr>
<tr>
<td>&gt;Year 2 &lt; Year 3</td>
<td>3%</td>
</tr>
<tr>
<td>&gt;Year 3 &lt; Year 4</td>
<td>2%</td>
</tr>
<tr>
<td>&gt;Year 4 &lt; Year 5</td>
<td>1%</td>
</tr>
<tr>
<td>&gt;Year 5</td>
<td>0%</td>
</tr>
</tbody>
</table>

No Prepayment Fee shall be due on or after the fifth anniversary of the Closing Date. Prepayment will not result in re-amortization of the principal amount of the Series 2021A Bond, but will be applied first to any principal, interest due owing and accrued, then to costs, expenses or fees due owing or accrued, then to principal installment payments in reverse order of maturity.

The Borrower, on behalf of the Issuer, shall give the Registered Owner of the 2021A Bond at least 30 days’ prior written notice, unless such notice is waived by the Registered Owner, of its intention to cause the Issuer to prepay the Series 2021A Bond pursuant to this paragraph, which notice shall specify the date of prepayment, the prepayment price, and include a statement to the effect that all Administration Fees and Expenses due on the date of such notice have been paid and
all other obligations of the Borrower to the Issuer or the Registered Owner under this Agreement and each of the other Borrower Documents on such date have been fulfilled. The Borrower shall have the right to revoke such notice of prepayment at any time prior to the actual prepayment.

The Registered Owner shall note all prepayments of principal on the 2021A Bond prior to the final payment in accordance with its electronic record-keeping procedures, provided that such records must be capable of being produced in writing at the request of the Issuer or the Borrower.


NONE OF THE COVENANTS, STIPULATIONS, PROMISES, AGREEMENTS AND OBLIGATIONS OF THE ISSUER CONTAINED IN THE AGREEMENT SHALL BE DEEMED TO BE COVENANTS, STIPULATIONS, PROMISES, AGREEMENTS OR OBLIGATIONS OF ANY PAST, PRESENT OR FUTURE MEMBER OF THE ISSUER’S CITY COUNCIL, OR THE OFFICERS, COUNSEL, FINANCIAL ADVISORS, EMPLOYEES OR AGENTS OF THE ISSUER, OR OF ANY SUCCESSOR THERETO, AND NO RECOUERSE SHALL BE HAD FOR THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE SERIES 2021A BOND AGAINST ANY PAST, PRESENT OR FUTURE MEMBER OF THE ISSUER’S CITY COUNCIL, OR THE OFFICERS, COUNSEL, FINANCIAL ADVISORS, EMPLOYEES OR AGENTS OF THE ISSUER, OR OF ANY SUCCESSOR THERETO, UNDER ANY RULE OF LAW OR EQUITY, STATUTE OR CONSTITUTION, AND ALL SUCH LIABILITY IS EXPRESSLY WAIVED AND RELEASED AS A CONDITION OF, AND CONSIDERATION FOR, THE EXECUTION AND ISSUANCE OF THIS SERIES 2021A BOND.
Under the Agreement, the Borrower is obligated to pay, or cause to be paid, to the Registered Owner, as assignee of the Issuer and for the account of the Issuer as repayment of the Loan evidenced by the Note, moneys which will be sufficient to pay the principal of and interest on this Bonds (the “Loan Payments”). The Borrower’s obligations under the Notes and the Agreement are secured by the Security Documents defined in the Agreement, and the Issuer has assigned its right, title and interest in and to the Notes to the Registered Owner to secure payment of the Bonds.

If an Event of Default (as defined in the Agreement) shall occur, the unpaid principal hereof, together with accrued interest hereon, may be declared then due and payable as provided in the Agreement.

It is also certified, recited and warranted that this 2021A Bond is issued under the authority of the Supplemental Act and this recital shall be conclusive evidence of the validity and the regularity of the issuance of this 2021A Bond after its delivery for value and that this 2021A Bond is incontestable for any cause whatsoever after its delivery for value.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and during the execution and delivery of the Agreement and the issuance of this 2021A Bond exist, have happened, and have been performed in the time, form and manner as required by law.

IN WITNESS WHEREOF, the City of Fort Collins, Colorado has caused this 2021A Bond to be executed by the manual signature of its Mayor and its seal to be affixed hereto and to be manually signed and attested by its City Clerk, all as of the date set forth above.

CITY OF FORT COLLINS, COLORADO

By ________________________________
Mayor

[SEAL]

Attest:

By ________________________________
City Clerk
SCHEDULE I

PAYMENT SCHEDULE
[FORM OF ASSIGNMENT]

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

the within Bonds and all rights thereunder, and hereby irrevocably constitutes and appoints

attorney to transfer the within Bonds on the books kept for registration thereof with full power of

substitution in the premises.

Dated: ________________________________

NOTICE: The signature to this assignment must correspond with the name as it appears on the

face of the within Bonds in every particular, without alteration or enlargement or any change

whatever.

Signature Guaranteed:

Signature(s) must be guaranteed by a national

bank or trust company or by a brokerage firm

having a membership in one of the major

stock exchanges and who is a member of a

Medallion Signature Program.

[END OF FORM OF ASSIGNMENT]

[END OF FORM OF 2021A BOND]
FORM OF 2021B Bond

THIS 2021B Bond MAY ONLY BE TRANSFERRED BY THE REGISTERED OWNER HEREOF ONLY UPON THE EXECUTION AND DELIVERY BY THE TRANSFEREE OF AN INVESTOR LETTER IN THE FORM ATTACHED TO THE HEREIN DESCRIBED AGREEMENT.

CITY OF FORT COLLINS, COLORADO
TAXABLE ECONOMIC DEVELOPMENT REVENUE BOND
( THE RESIDENCE AT OAKRIDGE PROJECT)
SERIES 2021B

No. RB-1 [Series B Par]

<table>
<thead>
<tr>
<th>Interest Rate</th>
<th>Maturity Date</th>
<th>Original Issue Date</th>
<th>CUSIP</th>
</tr>
</thead>
<tbody>
<tr>
<td>__________%</td>
<td>February 1, 2023</td>
<td>[closing date], 2021</td>
<td>________</td>
</tr>
</tbody>
</table>

REGISTERED OWNER/BOND PURCHASER: First American State Bank, a Colorado state banking corporation

ADDRESS: 8390 East Crescent Parkway, Suite 100, Greenwood Village, CO 80111

PRINCIPAL AMOUNT: __________ MILLION ________ HUNDRED THOUSAND _______ DOLLARS

All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Financing Agreement (the “Agreement”) dated [closing date], 2021, by and among the City of Fort Collins, Colorado (the “Issuer”), a municipal corporation and a home rule city duly organized and existing under the laws of the State of Colorado and in particular under the provisions of Article XX of the Constitution of the State of Colorado and the Charter of the City, THE RESIDENCE @ OAKRIDGE, LLC, a Florida limited liability company (together with its successors and assigns permitted under the Agreement, the “Borrower”), and First American State Bank, a Colorado state banking corporation (the “Registered Owner” and “Bond Purchaser”).

This Series 2021B Bond of the Issuer is captioned as the City of Fort Collins, Colorado Taxable Economic Development Revenue Bond (The Residence at Oakridge Project), Series 2021A (the “2021B Bond”) in the principal amount of [Series B Par].

The Issuer, for value received, hereby promises to pay (solely from the sources described herein) to the Registered Owner specified above, or registered assigns, the principal of and interest accruing on this 2021B Bond as follows:

(i) Monthly payments of accrued and unpaid interest on this 2021B Bond shall be due on each Payment Date (as set forth on Schedule I attached hereto) without demand.
(ii) Monthly payments of principal on this 2021B Bond shall be due and payable without demand on the dates and in the respective amounts set forth on Schedule I attached hereto.

The 2021B Bond shall be dated the Original Issue Date set forth above and shall mature on the Maturity Date.

So long as no Event of Default has occurred and is continuing, this 2021B Bond shall bear interest at the Taxable Rate as set forth in the Agreement. Notwithstanding any other provision of the Agreement to the contrary, upon and during the continuance of an Event of Default, this 2021B Bond will bear interest at the Default Rate; provided, however, if the Event of Default is the result of a failure in the payment of the principal or interest on the Note, the applicable default rate will only apply if such failure continues for ten (10) days after the date on which such payment was due and payable. Any interest due and payable at the Default Rate shall be payable on demand and if any payment of principal and interest is not received by the Bond Purchaser within ten (10) days after it is due, a late charge of 5% of such overdue amount will, at the Bond Purchaser’s option, be payable.

Notwithstanding anything herein to the contrary, the obligation of the Issuer hereunder shall be subject to the limitation that payments of interest, including, without limitation, penalty interest, to the Registered Owner of this 2021B Bond shall not exceed the Maximum Rate.

The 2021B Bond has been issued in the principal amount of [Series B Par] under the County and Municipality Development Revenue Bond Act, constituting Article 3, Title 29, Colorado Revised Statutes, as amended (the “Act”), the Colorado Supplemental Public Securities Act, constituting Part 2, Article 57, Title 11, Colorado Revised Statutes, as amended (the “Supplemental Act”) and an ordinance duly adopted by the City Council of the Issuer on April 20, 2021 for the purpose of financing a portion of the costs of the Refunding Project as described in the Financing Agreement. The proceeds of the Bonds will be loaned (the “Loan”) by the Issuer to the Borrower pursuant to the Agreement to pay a portion of the costs of the Refunding Project. The Loan is evidenced by the Notes from the Borrower payable to the order of the Issuer and assigned to the Bond Purchaser as the initial Registered Owner. The Loan is secured by the Security Documents and as otherwise provided in the Agreement.

Payment of the principal of, premium, if any, and interest on the 2021B Bond shall be made to the Registered Owner by check or draft (subject to collection) delivered or mailed to the Registered Owner at the addresses set forth in the registration record maintained by the Bond Purchaser as registrar or by such electronic means (e.g., auto-debit or ACH payment) as the Registered Owner may permit or require. All payments of principal of, premium, if any, and interest on the 2021B Bond shall be made in lawful money of the United States of America in immediately available funds.

The unpaid principal of the Series 2021B Bond may not be prepaid.

THIS SERIES 2021B BOND SHALL BE A SPECIAL, LIMITED OBLIGATION OF THE ISSUER PAYABLE SOLELY FROM REVENUES. THE SERIES 2021B BOND SHALL CONSTITUTE A VALID CLAIM OF THE REGISTERED OWNER THEREOF AGAINST THE

NONE OF THE COVENANTS, STIPULATIONS, PROMISES, AGREEMENTS AND OBLIGATIONS OF THE ISSUER CONTAINED IN THE AGREEMENT SHALL BE DEEMED TO BE COVENANTS, STIPULATIONS, PROMISES, AGREEMENTS OR OBLIGATIONS OF ANY PAST, PRESENT OR FUTURE MEMBER OF THE ISSUER’S CITY COUNCIL, OR THE OFFICERS, COUNSEL, FINANCIAL ADVISORS, EMPLOYEES OR AGENTS OF THE ISSUER, OR OF ANY SUCCESSOR THERETO, AND NO RECOUPMENT SHALL BE HAD FOR THE PAYMENT OF THE PRINCIPAL OR INTEREST ON THE SERIES 2021B BOND AGAINST ANY PAST, PRESENT OR FUTURE MEMBER OF THE ISSUER’S CITY COUNCIL, OR THE OFFICERS, COUNSEL, FINANCIAL ADVISORS, EMPLOYEES OR AGENTS OF THE ISSUER, OR OF ANY SUCCESSOR THERETO, UNDER ANY RULE OF LAW OR EQUITY, STATUTE OR CONSTITUTION, AND ALL SUCH LIABILITY IS EXPRESSLY WAIVED AND RELEASED AS A CONDITION OF, AND CONSIDERATION FOR, THE EXECUTION AND ISSUANCE OF THIS SERIES 2021B BOND.

Under the Agreement, the Borrower is obligated to pay, or cause to be paid, to the Registered Owner, as assignee of the Issuer and for the account of the Issuer as repayment of the Loan evidenced by the Notes, moneys which will be sufficient to pay the principal of and interest on this Bonds (the “Loan Payments”). The Borrower’s obligations under the Notes and the Agreement are secured by the Security Documents defined in the Agreement, and the Issuer has assigned its right, title and interest in and to the Notes to the Registered Owner to secure payment of the Bonds.

If an Event of Default (as defined in the Agreement) shall occur, the unpaid principal hereof, together with accrued interest hereon, may be declared then due and payable as provided in the Agreement.
It is also certified, recited and warranted that this 2021B Bond is issued under the authority of the Supplemental Act and this recital shall be conclusive evidence of the validity and the regularity of the issuance of this 2021B Bond after its delivery for value and that this 2021B Bond is incontestable for any cause whatsoever after its delivery for value.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and during the execution and delivery of the Agreement and the issuance of this 2021B Bond exist, have happened, and have been performed in the time, form and manner as required by law.

IN WITNESS WHEREOF, the City of Fort Collins, Colorado has caused this 2021B Bond to be executed by the manual signature of its Mayor and its seal to be affixed hereto and to be manually signed and attested by its City Clerk, all as of the date set forth above.

CITY OF FORT COLLINS, COLORADO

By ________________________________
Mayor

[SEAL]

Attest:

By ________________________________
City Clerk
SCHEDULE I

PAYMENT SCHEDULE
[FORM OF ASSIGNMENT]

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

the within Bonds and all rights thereunder, and hereby irrevocably constitutes and appoints

attorney to transfer the within Bonds on the books kept for registration thereof with full power of

substitution in the premises.

Dated: ________________________________

NOTICE: The signature to this assignment must correspond with the name as it appears on the

face of the within Bonds in every particular, without alteration or enlargement or any change

whatever.

Signature Guaranteed:

______________________________

Signature(s) must be guaranteed by a national
bank or trust company or by a brokerage firm
having a membership in one of the major
stock exchanges and who is a member of a
Medallion Signature Program.

[END OF FORM OF ASSIGNMENT]

[END OF FORM OF 2021B Bond]

[END OF FORMS OF BONDS]
EXHIBIT D

[FORM OF NOTES]

SERIES 2021A PROMISSORY NOTE

$____________________ [closing date], 2021

FOR VALUE RECEIVED, THE RESIDENCE @ OAKRIDGE, LLC, a Florida limited liability company (“Maker”), promises to pay to the order of CITY OF FORT COLLINS, COLORADO, a body corporate and politic (its successors and assigns, the “Payee”), ______Million ______ Hundred Thousand ______ and No/100 Dollars $________) (the “Loan”) pursuant to the Financing Agreement (the “Financing Agreement”) by and among Maker, Payee and First American State Bank, a Colorado state banking corporation (“Assignee”), in lawful money of the United States of America, with interest thereon from the date of this 2021A Promissory Note (this “2021A Note”) to and including the date this 2021A Note is paid in full, at the interest rate equal to three and three quarters percent (3.75%) per annum (“Interest Rate”). Interest shall be collected based upon a 360-day year multiplied by the actual number of days for which interest has accrued.

All capitalized terms used and not otherwise defined herein shall have the same meanings ascribed to such terms in the Financing Agreement. All of the terms, conditions, agreements, covenants and obligations of the Borrower Documents are expressly incorporated herein by this reference.

Monthly payments of accrued and unpaid interest on this 2021A Note shall be due on each Payment Date (as set forth on Schedule I attached hereto) without demand. Monthly payments of principal on this 2021A Note shall be due and payable without demand on the dates and in the respective amounts set forth on Schedule I attached hereto.

The Maker further agrees to pay on demand any expenditures made by the Payee in accordance with the Deed of Trust, of even date herewith, for the payment of taxes, special assessments, insurance premiums, cost of maintenance and preservation of any improvements, reasonable attorneys’ fees incurred in connection with any matter pertaining hereto and/or the security pledged for this indebtedness. At the option of Payee, all such expenditures which are not paid by the Maker as and when due, may be paid by the Payee and may be added to the unpaid balance of this 2021A Note and become a part of and on a parity with the principal indebtedness secured by the Deed of Trust and other instruments executed in connection herewith and shall accrue interest at the Default Rate.

If Payee refers this 2021A Note to an attorney for collection or seeks legal advice following a default, or the Payee is the prevailing party in any action instituted on this 2021A Note, or if any other judicial or nonjudicial action, suit or proceeding is instituted by Payee or any future holder of this 2021A Note, and an attorney is employed by Payee to appear in any such action or proceeding, or to reclaim, seek relief from a judicial or statutory stay, sequester, protect, preserve or enforce Payee’s interest in this 2021A Note, the Deed of Trust, the Borrower Documents, or any other security for this 2021A Note (including, but not limited to, proceedings under federal bankruptcy law, in eminent domain, under probate proceedings or in connection with any state or
federal tax lien), then Maker promises to pay reasonable, out-of-pocket attorneys’ fees and reasonable costs and expenses incurred by Payee and/or its attorney in connection with the above-mentioned events. If not paid within ten (10) days after such fees become due and written demand for payment, such amount may be added to the then outstanding principal due under the Loan.

Should any payment or installment hereunder be not paid when the same becomes due and payable, Maker recognizes that the Payee will incur extra expenses for both the administrative cost of handling delinquent payments and the cost of funds incurred by Payee after such due date as a result of not having received such payment when due. Therefore, Maker shall, in such event, without further notice, and without prejudice to the right of Payee to collect any other amounts provided to be paid herein, including default interest or to declare a default hereunder, pay to Payee to cover such expenses incurred as a result of any installment payment due being not received within ten (10) days of its due date, a “late charge” of the lesser of $100 or five (5%) percent of the amount of such delinquent payment. The foregoing “late charge” shall not be payable upon the payment due on the Maturity Date.

Prior to the Maturity Date, this 2021A Note may be prepaid in whole or in part at any time in accordance with the Financing Agreement. All payments or prepayments under this 2021A Note shall be applied first to the repayment of sums, if any, advanced by the Payee of this 2021A Note under the provisions of the Borrower Documents to protect and preserve the security, including sums advanced for the payment of taxes, assessments, insurance premiums or maintenance with respect to any of the Property encumbered to secure this 2021A Note, together with interest on the sums so advanced at the Default Rate; second to the payment of accrued and unpaid interest on the principal indebtedness evidenced by this 2021A Note; and last to the reduction of the principal indebtedness evidenced by this 2021A Note.

Upon Maker’s failure to make payments as required hereunder or upon the happening of any Event of Default, all amounts then unpaid under this 2021A Note, including interest, shall bear interest for the period beginning with the date of the happening of such event at the Default Rate, and in addition the Payee may, at its option, without prior notice and demand, except as otherwise provided herein, declare immediately due and payable the entire unpaid principal sum hereunder, together with all interest thereon, plus any other sums payable at the time of such declaration pursuant to this 2021A Note, the Deed of Trust, the Borrower Documents and any other instrument securing this 2021A Note.

Upon the occurrence of any Event of Default, the holder of this 2021A Note shall have the right to foreclose any security interests securing the payment hereof. Failure to exercise any right granted herein upon any Event of Default shall not constitute a waiver of the right to exercise such right in the event of any subsequent or other default. If this 2021A Note is placed in the hands of an attorney for collection or if collected through court or by any other legal or judicial proceedings, Maker agrees and shall be obligated to pay, in addition to the sums referred to above, all reasonable sums for collection costs and attorneys’ fees. If an Event of Default occurs, Maker hereby: (i) agrees to offsets of any sums or property owed to it by the Payee hereof at any time; (ii) waives all offsets and all applicable exemption, valuation and appraisal rights; and (iii) expressly agrees that the acceptance by the Payee of this 2021A Note of any performance which does not strictly comply with the terms of this 2021A Note or of other Borrower Documents shall not be deemed to be a waiver of any rights of the Payee.
Notwithstanding any other provision of the Financing Agreement to the contrary from the date on which Registered Owner delivers to the Payee and the Maker a notice of a Determination of Taxability (“Notice of Taxability”) the outstanding principal amount of this 2021A Note will bear interest at the Taxable Rate.

In addition, upon such Determination of Taxability, the following shall be due under this 2021A Note: (i) within 30 days following delivery of the Notice of Taxability, the Taxable Make-Whole Amount; and (ii) within 30 days following delivery of any demand by a Registered Owner (such demand(s) may be made with the Notice of Taxability and by separate notice(s)) to the Payee and the Maker, any and all penalties and other amounts imposed upon such Registered Owner by the Internal Revenue Service or other governmental authority resulting from or caused by the Determination of Taxability. “Taxable Make-Whole Amount” means the difference equal to (1) the sum of those interest payments, or portion thereof, paid on this 2021A Note prior to delivery of the Notice of Taxability and deemed taxable pursuant to the Determination of Taxability at the Taxable Rate, minus (2) the sum of such interest payments, or portion thereof, actually paid on this 2021A Note.

Except as otherwise provided herein, the Maker waives presentment and demand for payment, notice of acceleration or of maturity, protest and notice of protest and nonpayment, bringing of suit and diligence in taking any action to collect sums owing hereunder and agrees that its liability on this 2021A Note shall not be affected by any release or change in any security for the payment of this 2021A Note or release of anyone liable hereunder. No extension of time for the payment of this 2021A Note, or any installment hereof or other modification of the terms hereof made by the Payee with any person now or hereafter liable for the payment of this 2021A Note, shall affect the original liability under this 2021A Note of the Maker, unless the Maker is a party to such agreement.

In no event whatsoever shall the amount paid, or agreed to be paid, to the holder of this 2021A Note for the use, forbearance or retention of the money to be loaned hereunder (“Interest”) exceed the maximum amount permissible under applicable law. If the performance or fulfillment of any provision hereof or of any of the Borrower Documents or any agreement between Maker and the Payee of this 2021A Note shall result in Interest exceeding the limit for interest prescribed by law, then the amount of such Interest shall be reduced to such limit. If, from any circumstance whatsoever, the Payee of this 2021A Note should receive as Interest, an amount which would exceed the highest lawful rate, the amount which would be excessive Interest shall be applied to the reduction of the principal balance owing hereunder (or, at the option of the Payee, be paid over to Maker) and not to the payment of Interest.

If any provision hereof or any of the Borrower Documents shall, for any reason and to any extent, be invalid or unenforceable, then the remainder of the document or instrument in which such provision is contained and any of the other Borrower Documents shall not be affected thereby but instead shall be enforceable to the maximum extent permitted by law.

The term “Maker” as used herein shall include the original Maker of this 2021A Note and any party who may subsequently become liable for the payment hereof, as an assumer with the consent of the Payee, provided that the holder of this 2021A Note may, at its option, consider the original Maker of this 2021A Note alone as Maker unless Payee has consented in writing to the
substitution of another party as maker. The term “Payee” as used herein shall mean the Payee or, if this 2021A Note is transferred, the then holder of this 2021A Note.

All notices or other written communications hereunder shall be delivered in accordance with the terms of the Financing Agreement.

This 2021A Note and the Borrower Documents shall be construed and enforced in accordance with the laws of the State of Colorado.

MAKER AND PAYEE EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER IN CONTRACT, TORT, OR OTHERWISE, BETWEEN MAKER AND PAYEE ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS 2021A NOTE, ANY OTHER LOAN DOCUMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION WITH ANY LOAN DOCUMENT OR THE TRANSACTIONS RELATED TO ANY LOAN DOCUMENT. MAKER AND PAYEE EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

MAKER AND PAYEE AGREE THAT ALL DISPUTES BETWEEN THEM ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS 2021A NOTE OR ANY OTHER LOAN DOCUMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE RESOLVED ONLY BY STATE OR FEDERAL COURTS LOCATED IN THE CITY AND COUNTY OF DENVER, COLORADO, AND EACH OF MAKER AND PAYEE WAIVE ANY OBJECTION BASED ON VENUE OR FORUM NON CONVENIENS WITH RESPECT TO ANY ACTION INSTITUTED THEREIN, BUT MAKER AND PAYEE ACKNOWLEDGE THAT ANY APPEALS FROM THOSE COURTS MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE OF THE CITY AND COUNTY OF DENVER, COLORADO. MAKER AND PAYEE EACH WAIVE IN ALL DISPUTES ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT CONSIDERING THE DISPUTE.

MAKER AGREES THAT PAYEE SHALL HAVE THE RIGHT TO PROCEED AGAINST MAKER OR ITS PROPERTY IN A COURT IN ANY LOCATION TO ENABLE PAYEE TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF PAYEE. MAKER WAIVES ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT IN WHICH PAYEE HAS COMMENCED A PROCEEDING DESCRIBED IN THIS PARAGRAPH.

[Remainder of page intentionally left blank]
IN WITNESS WHEREOF, the undersigned has caused this Promissory Note to be executed as of the date and year above first written.

MAKER:

THE RESIDENCE @ OAKRIDGE, LLC, a Florida limited liability company

By: NHA @ Fort Collins, LLC, its Managing Member:

By: NHA Fort Collins, Inc.,
Its Managing Member

By:__________________________
Patricia Greenberg, Its President

STATE OF _________ )
) ss.
_______ COUNTY )

The foregoing instrument was acknowledged before me this _____ day of ___________, 2021, by Patricia Greenberg, as President of NHA Fort Collins, Inc., as Managing Member of NHA @ Fort Collins, LLC, as Managing Member of THE RESIDENCE @ OAKRIDGE, LLC, a Florida limited liability company.

Witness my hand and official seal.

__________________________________________________________
Notary Public

[SEAL]

My commission expires: ________________
SCHEDULE I
PAYMENT SCHEDULE
ALONGE

FOR VALUE RECEIVED, City of Fort Collins, Colorado (the “Issuer”) as of the date hereof, hereby endorses, assigns, conveys and transfers unto FIRST AMERICAN STATE BANK, a Colorado state banking corporation, as Bond Purchaser as defined under the Financing Agreement, the within 2021A Note and any and all of the Issuer’s right, title and interest in and to the 2021A Note and the right to collect all sums due thereunder. All terms used and not defined in this Allonge shall have the meaning given to them in the 2021A Note.

IN WITNESS WHEREOF, the undersigned and delivered this Allonge as of the date first set forth in the 2021A Note.

CITY OF FORT COLLINS, COLORADO

By ________________________________

Mayor

[SEAL]

Attest:

By ________________________________

City Clerk

STATE OF COLORADO )
 ) ss.
LARIMER COUNTY )

The foregoing instrument was acknowledged before me this ___ day of ______, 2021, by ____________ as Mayor of the City of Fort Collins, Colorado.

WITNESS my hand and official seal.

________________________________________

Notary Public

[SEAL]
FOR VALUE RECEIVED, THE RESIDENCE @ OAKRIDGE, LLC, a Florida limited liability company ("Maker"), promises to pay to the order of CITY OF FORT COLLINS, COLORADO, a body corporate and politic (its successors and assigns, the "Payee"), ______Million _______ Hundred Thousand _______ and No/100 Dollars $_________) (the "Loan") pursuant to the Financing Agreement (the "Financing Agreement") by and among Maker, Payee and First American State Bank, a Colorado state banking corporation ("Assignee"), in lawful money of the United States of America, with interest thereon from the date of this 2021B Promissory Note (this “2021B Note”) to and including the date this 2021B Note is paid in full, at the interest rate equal four and one-half percent (4.5%) per annum (“Interest Rate”). Interest shall be collected based upon a 360-day year multiplied by the actual number of days for which interest has accrued.

All capitalized terms used and not otherwise defined herein shall have the same meanings ascribed to such terms in the Financing Agreement. All of the terms, conditions, agreements, covenants and obligations of the Borrower Documents are expressly incorporated herein by this reference.

Monthly payments of accrued and unpaid interest on this 2021B Note shall be due on each Payment Date (as set forth on Schedule I attached hereto) without demand. Monthly payments of principal on this 2021B Note shall be due and payable without demand on the dates and in the respective amounts set forth on Schedule I attached hereto.

The Maker further agrees to pay on demand any expenditures made by the Payee in accordance with the Deed of Trust, of even date herewith, for the payment of taxes, special assessments, insurance premiums, cost of maintenance and preservation of any improvements, reasonable attorneys’ fees incurred in connection with any matter pertaining hereto and/or the security pledged for this indebtedness. At the option of Payee, all such expenditures which are not paid by the Maker as and when due, may be paid by the Payee and may be added to the unpaid balance of this 2021B Note and become a part of and on a parity with the principal indebtedness secured by the Deed of Trust and other instruments executed in connection herewith and shall accrue interest at the Default Rate.

If Payee refers this 2021B Note to an attorney for collection or seeks legal advice following a default, or the Payee is the prevailing party in any action instituted on this 2021B Note, or if any other judicial or nonjudicial action, suit or proceeding is instituted by Payee or any future holder of this 2021B Note, and an attorney is employed by Payee to appear in any such action or proceeding, or to reclaim, seek relief from a judicial or statutory stay, sequester, protect, preserve or enforce Payee’s interest in this 2021B Note, the Deed of Trust, the Borrower Documents, or any other security for this 2021B Note (including, but not limited to, proceedings under federal bankruptcy law, in eminent domain, under probate proceedings or in connection with any state or federal tax lien), then Maker promises to pay reasonable, out-of-pocket attorneys’ fees and reasonable costs and expenses incurred by Payee and/or its attorney in connection with the above-
mentioned events. If not paid within ten (10) days after such fees become due and written demand for payment, such amount may be added to the then outstanding principal due under the Loan.

Should any payment or installment hereunder be not paid when the same becomes due and payable, Maker recognizes that the Payee will incur extra expenses for both the administrative cost of handling delinquent payments and the cost of funds incurred by Payee after such due date as a result of not having received such payment when due. Therefore, Maker shall, in such event, without further notice, and without prejudice to the right of Payee to collect any other amounts provided to be paid herein, including default interest or to declare a default hereunder, pay to Payee to cover such expenses incurred as a result of any installment payment due being not received within ten (10) days of its due date, a “late charge” of the lesser five (5%) percent of the amount of such delinquent payment. The foregoing “late charge” shall not be payable upon the payment due on the Maturity Date.

Prior to the Maturity Date, this 2021B Note may be not be prepaid.

Upon Maker’s failure to make payments as required hereunder or upon the happening of any Event of Default, all amounts then unpaid under this 2021B Note, including interest, shall bear interest for the period beginning with the date of the happening of such event at the Default Rate, and in addition the Payee may, at its option, without prior notice and demand, except as otherwise provided herein, declare immediately due and payable the entire unpaid principal sum hereunder, together with all interest thereon, plus any other sums payable at the time of such declaration pursuant to this 2021B Note, the Deed of Trust, the Borrower Documents and any other instrument securing this 2021B Note.

Upon the occurrence of any Event of Default, the holder of this 2021B Note shall have the right to foreclose any security interests securing the payment hereof. Failure to exercise any right granted herein upon any Event of Default shall not constitute a waiver of the right to exercise such right in the event of any subsequent or other default. If this 2021B Note is placed in the hands of an attorney for collection or if collected through court or by any other legal or judicial proceedings, Maker agrees and shall be obligated to pay, in addition to the sums referred to above, all reasonable sums for collection costs and attorneys’ fees. If an Event of Default occurs, Maker hereby: (i) agrees to offsets of any sums or property owed to it by the Payee hereof at any time; (ii) waives all offsets and all applicable exemption, valuation and appraisal rights; and (iii) expressly agrees that the acceptance by the Payee of this 2021B Note of any performance which does not strictly comply with the terms of this 2021B Note or of other Borrower Documents shall not be deemed to be a waiver of any rights of the Payee.

Except as otherwise provided herein, the Maker waives presentment and demand for payment, notice of acceleration or of maturity, protest and notice of protest and nonpayment, bringing of suit and diligence in taking any action to collect sums owing hereunder and agrees that its liability on this 2021B Note shall not be affected by any release or change in any security for the payment of this 2021B Note or release of anyone liable hereunder. No extension of time for the payment of this 2021B Note, or any installment hereof or other modification of the terms hereof made by the Payee with any person now or hereafter liable for the payment of this 2021B Note, shall affect the original liability under this 2021B Note of the Maker, unless the Maker is a party to such agreement.
In no event whatsoever shall the amount paid, or agreed to be paid, to the holder of this 2021B Note for the use, forbearance or retention of the money to be loaned hereunder ("Interest") exceed the maximum amount permissible under applicable law. If the performance or fulfillment of any provision hereof or of any of the Borrower Documents or any agreement between Maker and the Payee of this 2021B Note shall result in Interest exceeding the limit for interest prescribed by law, then the amount of such Interest shall be reduced to such limit. If, from any circumstance whatsoever, the Payee of this 2021B Note should receive as Interest, an amount which would exceed the highest lawful rate, the amount which would be excessive Interest shall be applied to the reduction of the principal balance owing hereunder (or, at the option of the Payee, be paid over to Maker) and not to the payment of Interest.

If any provision hereof or any of the Borrower Documents shall, for any reason and to any extent, be invalid or unenforceable, then the remainder of the document or instrument in which such provision is contained and any of the other Borrower Documents shall not be affected thereby but instead shall be enforceable to the maximum extent permitted by law.

The term “Maker” as used herein shall include the original Maker of this 2021B Note and any party who may subsequently become liable for the payment hereof, as an assurer with the consent of the Payee, provided that the holder of this 2021B Note may, at its option, consider the original Maker of this 2021B Note alone as Maker unless Payee has consented in writing to the substitution of another party as maker. The term “Payee” as used herein shall mean the Payee or, if this 2021B Note is transferred, the then holder of this 2021B Note.

All notices or other written communications hereunder shall be delivered in accordance with the terms of the Financing Agreement.

This 2021B Note and the Borrower Documents shall be construed and enforced in accordance with the laws of the State of Colorado.

Maker and Payee each waive any right to have a jury participate in resolving any dispute, whether in contract, tort, or otherwise, between Maker and Payee arising out of, connected with, related to or incidental to the relationship established between them in connection with this 2021B Note, any other loan document or any other instrument, document or agreement executed or delivered in connection with any loan document or the transactions related to any loan document. Maker and Payee each hereby agrees and consents that any such claim, demand, action or cause of action shall be decided by court trial without a jury and that any party may file an original counterpart or a copy of this agreement with any court as written evidence of the consent of the parties hereto to the waiver of their right to trial by jury.

Maker and Payee agree that all disputes between them arising out of, connected with, related to or incidental to the relationship established between them in connection with this 2021B Note or any other loan document, and whether arising in contract, tort, equity
OR OTHERWISE, SHALL BE RESOLVED ONLY BY STATE OR FEDERAL COURTS LOCATED IN THE CITY AND COUNTY OF DENVER, COLORADO, AND EACH OF MAKER AND PAYEE WAIVE ANY OBJECTION BASED ON VENUE OR FORUM NON CONVENIENS WITH RESPECT TO ANY ACTION INSTITUTED THEREIN, BUT MAKER AND PAYEE ACKNOWLEDGE THAT ANY APPEALS FROM THOSE COURTS MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE OF THE CITY AND COUNTY OF DENVER, COLORADO. MAKER AND PAYEE EACH WAIVE IN ALL DISPUTES ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT CONSIDERING THE DISPUTE.

MAKER AGREES THAT PAYEE SHALL HAVE THE RIGHT TO PROCEED AGAINST MAKER OR ITS PROPERTY IN A COURT IN ANY LOCATION TO ENABLE PAYEE TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF PAYEE. MAKER WAIVES ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT IN WHICH PAYEE HAS COMMENCED A PROCEEDING DESCRIBED IN THIS PARAGRAPH.

[Remainder of page intentionally left blank]
IN WITNESS WHEREOF, the undersigned has caused this Promissory Note to be executed as of the date and year above first written.

MAKER:

By: NHA @ Fort Collins, LLC, its Managing Member:

By NHA Fort Collins, Inc.,

Its Managing Member

By:________________________________

Patricia Greenberg, Its President

STATE OF _______)  )

) ss.

______) COUNTY  )

The foregoing instrument was acknowledged before me this _____ day of __________, 2021, by Patricia Greenberg, as President of NHA Fort Collins, Inc., as Managing Member of NHA @ Fort Collins, LLC, as Managing Member of THE RESIDENCE @ OAKRIDGE, LLC, a Florida limited liability company.

Witness my hand and official seal.

_____________________________________

[SEAL]

Notary Public

My commission expires: ___________________
SCHEDULE I

PAYMENT SCHEDULE
ALLONGE

FOR VALUE RECEIVED, City of Fort Collins, Colorado (the “Issuer”) as of the date hereof, hereby endorses, assigns, conveys and transfers unto FIRST AMERICAN STATE BANK, a Colorado state banking corporation, as Bond Purchaser as defined under the Financing Agreement, the within 2021B Note and any and all of the Issuer’s right, title and interest in and to the 2021B Note and the right to collect all sums due thereunder. All terms used and not defined in this Allonge shall have the meaning given to them in the 2021B Note.

IN WITNESS WHEREOF, the undersigned and delivered this Allonge as of the date first set forth in the 2021B Note.

CITY OF FORT COLLINS, COLORADO

By ________________________________
Mayor

Attest:

By ________________________________
City Clerk

STATE OF COLORADO            )
 ) ss.
LARIMER COUNTY               )

The foregoing instrument was acknowledged before me this ___ day of ______, 2021, by ______________ as Mayor of the City of Fort Collins, Colorado.

WITNESS my hand and official seal.

________________________________________
Notary Public

[SEAL]
EXHIBIT E

COSTS OF ISSUANCE
AMENDED AND RESTATED REGULATORY AGREEMENT
AND DECLARATION OF RESTRICTIVE COVENANTS

By and Among

CITY OF FORT COLLINS, COLORADO

And

FIRST AMERICAN STATE BANK

And

THE RESIDENCE @ OAKRIDGE, LLC

Dated as of [closing date], 2021

Relating to:

City of Fort Collins, Colorado
Tax-Exempt Economic Development Revenue Bond
(The Residence at Oakridge Project)
Series 2021A
in the Principal Amount of
[Series A Par]
and
City of Fort Collins, Colorado
Taxable Economic Development Revenue Bond
(The Residence at Oakridge Project)
Series 2021B
in the Principal Amount of
[Series B Par]
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AMENDED AND RESTATED REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS

THIS AMENDED AND RESTATED REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS (the “Regulatory Agreement”) is made and entered into as of [closing date], 2021, by and among the City of Fort Collins, Colorado, a home rule municipality duly organized and operating under Article XX of the Constitution of the State of Colorado and the City’s duly adopted home rule charter (the “City”), FIRST AMERICAN STATE BANK a Colorado state banking corporation (the “Bank”), and The Residence @ Oakridge LLC, a Florida limited liability company, organized and existing under the laws of the State of Florida and registered to do business in Colorado (the “Owner”), and amends and restates and replaces in its entirety the Regulatory Agreement and Declaration of Restrictive Covenants (the “Original Regulatory Agreement”) made and entered into as of May 1, 2001 by and among the City, U.S. Bank National Association, a national banking association duly organized and existing under the laws of United States, and the Owner.

WITNESSETH

WHEREAS, the City is authorized by the City Charter, the County and Municipality Development Revenue Bond Act, constituting Article 3, Title 29, Colorado Revised Statutes, as amended (the “Act”) and the Colorado Supplemental Public Securities Act, constituting Part 2, Article 57, Title 11, Colorado Revised Statutes, as amended (the “Supplemental Act”) to issue revenue bonds to finance one or more projects, which includes any land, building or other improvement and all real or personal properties suitable or used for or in connection with hospital, health-care or nursing-home facilities; and

WHEREAS, the Act permits counties and municipalities to finance such projects which are located within the corporate limits of the county or municipality; and

WHEREAS, the Act further authorizes counties and municipalities to issue revenue bonds for the purposes described above, including all incidental expenses incurred in issuing such bonds, to secure the payment of such bonds as provided in the Act, and to enter into financing agreements with others for the purpose of providing revenue to pay such bonds upon such terms and conditions as the counties and municipalities may deem advisable; and

WHEREAS, the City has previously issued its City of Fort Collins, Colorado Variable Rate Economic Development Revenue Bonds, Series 2001A (The Residence at Oakridge Project), in the original aggregate principal amount of $3,555,000 (the “2001A Bonds”) the proceeds of which were used to provide a portion of the financing for the acquisition, construction and installation of a health care facility located within the City that qualified under Section 142(d) of the Internal Revenue Code, as amended (the “Code”) as a multifamily rental housing project (the “Project”); and

WHEREAS, the Code and the regulations and rulings promulgated with respect thereto prescribe that the financing, use and operation of the Project be restricted in certain respects and in order to ensure that the Project will be financed, used and operated in accordance with the Code,
regulations and rulings, the City, the Bank and the Owner entered into the Original Regulatory Agreement; and

WHEREAS, pursuant to and in accordance with the Act, the City, by ordinance adopted by the City Council of the City and in furtherance of the purposes of the Act, and pursuant to a Financing Agreement dated as of [closing date] 2021 (the “Financing Agreement”) by and among the City, the Owner, and the Bank, is issuing its City of Fort Collins, Colorado Tax-Exempt Economic Development Revenue Bond (The Residence at Oakridge Project), Series 2021A in the principal amount of [Series A Par] (the “2021A Bond”) and its City of Fort Collins, Colorado Taxable Economic Development Revenue Bond (The Residence at Oakridge Project), Series 2021B in the principal amount of [Series B Par] (the “2021B Bond”, and together with the 2021A Bond, the “Bonds”), and lending the proceeds of the Bonds to the Owner; and

WHEREAS, the Owner is borrowing the proceeds of the Bonds upon the terms and conditions set forth in the Financing Agreement to pay in full the 2001A Bonds; and

WHEREAS, the Bank is purchasing the Bonds from the City; and

WHEREAS, the City, the Bank, and the Owner are entering into this Regulatory Agreement to provide that the Owner will rent or lease or will hold available for rent or occupancy at least 40% of the completed dwelling units in the Project to Lower Income Tenants, as defined herein, for the public purpose of assisting such individuals and families to afford the costs of decent, safe and sanitary housing for the period specified herein; and

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the City, the Bank and the Owner hereby agree as follows:

Section 1. Definitions and Interpretation

Capitalized terms used herein and in the Exhibits hereto attached shall have the following meanings unless the context in which they are used clearly requires otherwise. Capitalized terms used herein and not defined herein shall have the meaning set forth in the Financing Agreement and the Financing Agreement described below.

“Act” means the County and Municipality Development Revenue Bond Act, constituting Article 3, Title 29, Colorado Revised Statutes, as amended.

“Bank” means First American State Bank, a Colorado state banking corporation, and its successors and assigns.

“Bond Counsel” means any attorney at law or firm of attorneys, of nationally recognized standing in matters pertaining to the federal tax exemption of interest on the bonds issued by states and political subdivisions.

“Bonds” means the City of Fort Collins, Colorado Tax-Exempt Economic Development Revenue Bond (The Residence at Oakridge Project), Series 2021A in the principal amount of
“Certificate of Continuing Program Compliance” means the certificate in the form attached hereto as Exhibit C certifying as to the compliance by the Project with the provisions of this Regulatory Agreement.

“Certification of Tenant Eligibility” means a certificate in the form of Exhibit “B” attached hereto or in such other form as is approved in writing by the City.

“City” means the City of Fort Collins, Colorado and its successors and assigns.

“City Representative” means any person (who may be an employee of the City) designated from time to time to act hereunder on behalf of the City.

“Code” means the Internal Revenue Code of 1986, as amended, and with respect to a specific section thereof such reference shall be deemed to include the regulations and rulings promulgated under such section, all as in effect on the date hereof.

“Determination Date” means each anniversary date of the tenant lease of each Lower Income Tenant.

“Event of Default” means a default in the performance or observance of any covenant, agreement or obligation of the Owner set forth in this Regulatory Agreement.

“Financing Agreement” means the Financing Agreement dated as of [closing date], 2021, by and among the City, the Owner, and the Bank, pursuant to which the Bonds have been issued, as it may be amended, modified, supplemented or restated from time to time.

“Issue Date” means the date on which the Bonds are issued.

“Lower Income Tenants” means individuals or families, determined on the basis of the “Certification of Tenant Eligibility” attached hereto as Exhibit “B” and incorporated by reference herein as certified by such individual or family, who have an adjusted gross income (anticipated total annual income) which does not exceed 60 percent (60%) of the median gross income for the Fort Collins-Loveland Statistical Area. However, if all the occupants of a Lower Income Unit are Students, such individuals may not be treated as Lower Income Tenants. Subject to the preceding two sentences, “Lower Income Tenant” may include any individual who is (i) a Student and receiving assistance under Title IV of the Social Security Act, (ii) a Student who was previously under the care and placement responsibility of the Colorado agency responsible for administering a plan under part B or part E of Title IV of the Social Security Act or (iii) enrolled in a job training program receiving assistance under the Job Training Partnership Act or under other similar Federal, state or local laws.

“Lower-Income Units” means the dwelling units in the Project designated for occupancy by Lower-Income Tenants pursuant to Section 4 hereof.
“Original Regulatory Agreement” means the Regulatory Agreement and Declaration of Restrictive Covenants made and entered into as of May 1, 2001 by and among the City, the Owner, and U.S. Bank National Association, a national banking association duly organized and existing under the laws of United States.

“Owner” means The Residence at Oakridge LLC, a Florida limited liability company, and its successors and assigns, and any surviving, resulting or transferee entity.

“Owner Representative” means the person or persons (who may be employees of the Owner) designated from time to time to act hereunder on behalf of the Owner in a written certificate furnished to the City and Bank containing a specimen signature of such person or persons and signed on behalf of the Owner by a duly authorized representative of the Owner.

“Project” means that portion of the Project Facilities and the Project Site which are deemed to be financed with the proceeds of the Bonds pursuant to an allocation approved by bond counsel on the date of issuance of the Bonds.

“Project Facilities” means, with respect to the Project, the buildings, structures and other improvements constructed on the Project Site, and all equipment, fixtures and other property owned by the Owner and located on the Project Site, or used in connection with, such buildings, structures and other improvements and all functionally related and subordinate facilities.

“Project Loan” means the loan made pursuant to the Financing Agreement.

“Project Loan Documents” means, collectively, this Regulatory Agreement and the Financing Agreement, and all other documents related to the Project Loan executed by the Owner.

“Project Mortgage” means the Deed of Trust made in favor of the Bank by the Owner.

“Project Site” means the parcel of real property described in Exhibit “A” hereto which is attached hereto, and incorporated by reference herein, and all rights and appurtenances thereunto appertaining.

“Qualified Project Period” means the period beginning on the first day on which ten percent of the dwelling units in the Project are first occupied and ending on the later of (i) the date which is fifteen years after the date on which 50% of the dwelling units in the Project were first occupied; or (ii) the first day on which no tax-exempt private activity bond issued with respect to the Project is outstanding; or (iii) the date on which any assistance provided with respect to the Project under Section 8 of the United States Housing Act of 1937 terminates.

“Regulatory Agreement” means this Amended and Restated Regulatory Agreement and Declaration of Restrictive Covenants dated as of [closing date], 2021, among the City, the Bank and the Owner.

“State” means the State of Colorado.

“Student” means any full-time Student (within the meaning of Section 42(i)(3)(D) of the Code) unless he or she is described in Section 42(i)(3)(D)(ii) of the Code.
“2001A Bonds” means the City of Fort Collins, Colorado Variable Rate Economic Development Revenue Bonds, Series 2001A (The Residence at Oakridge Project), in the original aggregate principal amount of $3,555,000.

“2021A Bond” means the City of Fort Collins, Colorado Tax-Exempt Economic Development Revenue Bond (The Residence at Oakridge Project), Series 2021A in the principal amount of Series A Par

Unless the context clearly requires otherwise, words of the masculine, feminine or neuter gender shall be construed to include each other gender when appropriate and words of the singular number shall be construed to include the plural number and vice versa, when appropriate. All the terms and provisions hereof shall be construed to effectuate the purposes set forth in this Regulatory Agreement and to sustain the validity hereof.

The titles and headings of the sections of this Regulatory Agreement have been inserted for convenience of reference only, are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof or be considered or given any effect in construing this document or any provision hereof or in ascertaining intent, if any question of intent shall arise.

The Original Regulatory Agreement is superseded and replaced in its entirety by this Agreement.

Section 2. The Project.

The Owner hereby represents, warrants and covenants as follows:

A. The Project will be operated in accordance with the Project description contained in the Financing Agreement.

B. The Owner will not knowingly and voluntarily take or omit to take, as is applicable, any action if such action or omission would in any way cause the proceeds from the sale of the Bonds to be applied in a manner contrary to the requirements of this Regulatory Agreement.

Section 3. Residential Rental Property.

The Owner hereby represents, warrants and covenants as follows:

A. The Project will be operated for the purpose of providing multifamily rental housing within the meaning of Section 142(d) of the Code and the Owner shall own, manage and operate (or cause the management and operation of) the Project as a project providing multifamily rental housing comprised of a building or structure or several interrelated buildings or structures, each consisting of more than one dwelling unit and facilities functionally related and subordinate thereto, and no other facilities. As used herein facilities functionally related and subordinate to the Project shall include facilities for use by the tenants, including, for example, swimming pools, other recreational facilities, parking areas, and other facilities which are reasonably required for
the Project, for example, heating and cooling equipment, trash disposal equipment or units for resident managers or maintenance personnel.

B. All of the dwelling units in the Project will be similarly constructed, and each dwelling unit in the Project will contain facilities for living, sleeping, eating, cooking and sanitation for a single person or a family which are complete, separate and distinct from other dwelling units in the Project and each dwelling unit will include a sleeping area, bathing and sanitation facilities and cooking facilities equipped with a cooking range/microwave, refrigerator and sink.

C. The Owner will not knowingly permit any of the dwelling units in the Project to be used on a transient basis and will not rent any of the units for a period of less than thirty (30) consecutive days and none of the dwelling units in the Project will at any time be leased or rented for use as a hotel, motel, dormitory, fraternity house, sorority house, rooming house, hospital, nursing home, sanitarium, rest home or trailer court or park or place of business.

D. No part of the Project will at any time be owned or used by a cooperative housing corporation, except a cooperative housing corporation which is eligible for tax exempt multifamily residential rental housing bond financing under the Code.

E. The Project Site consists of a parcel or parcels that are contiguous (parcels are contiguous if their boundaries meet at one or more points) except for the interposition of a road, street or stream, and all of the Project will comprise a single geographically and functionally integrated project for multifamily rental housing, as evidenced by the common ownership, management, accounting and operation of the Project.

F. The Owner will not sell individual dwelling units within the Project.

G. The requirements of this Section shall apply for a term equal to the Qualified Project Period except as otherwise provided in Sections 11 hereof.

Section 4. Lower-Income Tenants.

The Owner hereby represents, warrants and covenants as follows:

A. Each dwelling unit in the Project (other than any units approved by the City for occupancy by a resident manager or other necessary employee) will be rented or held available for rental, on a first-come, first-served basis, to the general public on a continuous, non-transient basis at all times during the Qualified Project Period, and may not during such period be converted to condominium, owner-occupied or other non-rental use.

B. At least forty percent (40%) of the completed dwelling units in the Project (other than any units approved by the City for occupancy by a resident manager or other necessary employee), will be occupied (or held vacant and available for immediate occupancy) at all times during the Qualified Project Period by Lower Income Tenants. For purposes of this subsection (B), a vacant unit which was most recently occupied by a Lower Income Tenant is treated, except as provided in subsection (C) of this Section, as occupied by a Lower-Income Tenant until
reoccupied, other than for a temporary period of not more than thirty-one (31) days, at which time
the character of such unit shall be redetermined.

C. The completed units that constitute Lower Income Units will be determined at the
time of initial occupancy by each prospective tenant. If a tenant qualifies as a Lower Income
Tenant upon commencement of such tenant's occupancy of a unit, such tenant shall be treated as
a Lower Income Tenant during their tenancy. The preceding sentence shall cease to apply to any
tenant whose income as of the most recent Determination Date exceeds one hundred forty percent
(140%) of sixty percent (60%) of median income, determined in accordance with the Code, if after
such Determination Date, but before the next Determination Date, any residential unit of
comparable or smaller size in the Project is occupied by a new resident whose income exceeds
sixty percent (60%) of median income, determined in accordance with the Code.

D. If all dwelling units in the Project are not completed simultaneously, the Lower
Income Units must constitute the required percentage (40.0%) of the completed residential units.

E. The Owner will obtain and maintain on file Certifications of Tenant Eligibility from
each Lower Income Tenant annually substantially in the form attached hereto as Exhibit “B.” The
Owner shall certify its receipt of such certificates to the Bank and the City. The Owner shall make
a good faith effort to verify that the income provided by an applicant in an income certification is
accurate by taking any of the following steps as a part of the verification process: (1) obtain a pay
stub for the most recent pay period, (2) obtain an income tax return for the most recent tax year,
(3) obtain an income verification form from the applicant's current employer (a copy or facsimile
of which is acceptable), (4) obtain an income verification form from the Social Security
Administration and/or the Colorado Department of Social Services if the applicant receives
assistance from either of such agencies, or (5) if the applicant is unemployed and has no such tax
return, obtain another form of independent verification.

F. The Owner will maintain complete and accurate records pertaining to the Lower
Income Units, and will, during normal business hours and upon reasonable notice, permit any duly
authorized representative of the City or the Bank to inspect the books and records of the Owner
pertaining to the incomes of and rents charged to Lower-Income Tenants residing in the Project.

G. The Owner will prepare and submit to the City and the Bank on the first day of each
calendar quarter beginning with the first calendar quarter after the execution of this Regulatory
Agreement a “Certificate of Continuing Program Compliance” substantially in the form attached
hereto as Exhibit “C” executed by the Owner stating (i) the percentage of the dwelling units in the
Project which were occupied by Lower Income Tenants (or held vacant and available for
occupancy by Lower Income Tenants as provided in Section 4A above) during such period, (ii)
that to the knowledge of the Owner, no default has occurred under this Regulatory Agreement, and
(iii) that all fees and expenses due to the City and the Bank under this Regulatory Agreement have
been paid.

H. The Owner will accept as tenants, on the same basis as all other prospective tenants,
Lower Income Tenants who are recipients of federal certificates and/or vouchers for rent subsidies
pursuant to the existing program under Section 8 of the United States Housing Act of 1937 or its
successor, and shall not apply selection criteria to Section 8 certificate owners that are more burdensome than the criteria applied to all other prospective tenants.

I. The requirements of this Section shall apply for the Qualified Project Period, except as otherwise provided in Section 12 hereof.

Upon timely receipt of documents to be provided under this Section, the City or the Bank shall be entitled, without further review, to assume compliance by the Owner with this Section, unless otherwise specifically notified in writing of non-compliance.

Section 5. Agreement to Record.

The Owner hereby represents, warrants and covenants that it will cause this Regulatory Agreement to be recorded in the real property records of the County Clerk and Recorder of Larimer County, Colorado and in such other places as the Bank or the City may reasonably request. The Owner shall pay all fees and charges incurred in connection with any such recording.


In any action commenced to enforce the obligations of the Owner created or arising hereunder, the judgment shall not be enforceable personally against any member, officer or director of the Owner or their respective successors, assigns, heirs or personal representatives, except for moneys paid or disbursed in violation of the provisions of the Project Loan Documents and their interest in the properties and/or liens conveyed in or encumbered in and by the Project Loan Documents, and any such judgment shall not be subject to execution on nor be a lien on any other assets of any member, officer or director of the Owner, or their respective successors, assigns, heirs or personal representatives. The foregoing provisions shall not limit or otherwise affect in any way any separate written indemnity agreement executed and delivered by any person in connection with the transactions contemplated by the Project Loan Documents. Nothing in this Section shall preclude the City or the Bank from proceeding directly against the Owner in connection with the obligation of the Owner for payment of fees, reimbursement of expenses or to indemnify the City or the Bank under this Regulatory Agreement or the Financing Agreement.

Section 7. Consideration.

The City has issued the Bonds to obtain moneys to provide for a portion of the costs of the refunding of the 2001A Bonds as described in the preambles hereto. In consideration of the issuance of the Bonds by the City, the Owner has entered into this Regulatory Agreement and has agreed to restrict the uses to which this Project can be put for the term hereof.

Section 8. Reliance.

The City, the Bank and the Owner hereby recognize and agree that the representations and covenants set forth herein may be relied upon by the Bank, the City, the Owner and the owners of the Bonds. In performing their duties and obligations hereunder, the City and the Bank may rely upon statements and certificates of the Owner, Lower Income Tenants, and upon audits of the books and records of the Owner pertaining to occupancy and rental of the Project. In performing its duties hereunder, the Owner may rely on the Certificates of Tenant Eligibility and any
verifications in support thereof, including certifications as required under Section 8 of the United Stated Housing Act of 1937, or any successor program, unless the Owner has actual knowledge that such Certificates or verifications are inaccurate. In addition, the City, the Bank and the Owner may consult with Bond Counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the City, the Bank or the Owner hereunder in good faith and in conformity with such opinion. In determining whether any default or lack of compliance by the Owner exists under this Regulatory Agreement, neither the Bank nor the City shall be required to conduct any investigation into or review of the operations or records of the Owner and may rely solely on any notice or certificate delivered to the Bank or the City by the Owner or to the Bank and the Owner by the City with respect to the occurrence or absence of a default.

**Section 9. Project Within the Boundaries of the City.**

The Owner hereby represents and warrants that the Project is located entirely within the city limits of the City.

**Section 10. Sale or Transfer of the Project.**

Except for transfers specifically permitted under the Project Loan Documents, the Owner hereby covenants and agrees not to sell, transfer or otherwise dispose of the Project or any portion thereof (other than for individual tenant use as contemplated hereunder), without obtaining the prior written consent of the City, upon (i) receipt by the City and the Bank of an opinion of counsel to the transferee that the transferee has duly assumed the obligations of the Owner under this Regulatory Agreement and that such obligations and this Regulatory Agreement are legal, valid and binding obligations of the transferee, (ii) receipt by the City and the Bank of a certificate of an Owner Representative to the effect that no default has occurred and is continuing under this Regulatory Agreement or the Project Loan Documents, (iii) evidence that all fees and expenses due the City and the Bank under this Regulatory Agreement and the Financing Agreement are current, and (iv) receipt by the City and the Bank of an opinion of Bond Counsel that such purchase or transfer will not cause interest on the 2021A Bond to become includable in gross income for federal income tax purposes. It is hereby expressly stipulated and agreed that any sale, transfer or other disposition of the Project in violation of this section shall be null, void and without effect, shall cause a reversion of title to the Owner, and shall be ineffective to relieve the Owner of its obligations under this Regulatory Agreement. Nothing contained in this section shall affect any provision of any other document or instrument between the Owner and the City or the Bank which requires the Owner to obtain the consent of the City or the Bank as a precondition to sale, transfer or other disposition of the Project or which gives the Bank the right to accelerate the maturity of the Project Loan, or to take some other similar action with respect to the Project Loan upon the sale, transfer or other disposition of the Project.

**Section 11. Term.**

This Regulatory Agreement shall become effective upon its execution and delivery. This Regulatory Agreement shall remain in full force and effect for a term and period equal to the Qualified Project Period, it being expressly agreed and understood that the provisions hereof are intended to survive the retirement of the Bonds and the Project Loan. The terms of this Regulatory
Agreement to the contrary notwithstanding, this Regulatory Agreement, and all and several of the terms hereof, shall terminate and be of no further force and effect in the event of (i)(a) a foreclosure of the lien of the Project Mortgage, or delivery of a deed in lieu of foreclosure, pursuant to which a purchaser or transferee pursuant to such foreclosure, shall take possession of the Project or (i)(b) involuntary noncompliance with the provisions of this Regulatory Agreement caused by fire, seizure, or requisition, or change in a Federal law or an action of a Federal agency after the date hereof which prevents the enforcement of the provisions hereof, or condemnation or similar event and (ii) the payment in full and retirement of the Bonds within a reasonable period thereafter; provided, however, that the preceding provisions of this sentence shall cease to apply and the restrictions contained herein shall be reinstated if, at any time subsequent to the termination of such provisions as the result of the foreclosure of the lien of the Project Mortgage or the delivery of a deed in lieu of foreclosure or a similar event, the Owner or any “related person” (within the meaning of Section 103(b) of the 1954 Code) obtains an ownership interest in the Project for Federal income tax purposes. Upon the termination of all and several of the terms of this Regulatory Agreement, the parties hereto agree at the Owner's request and expense, to execute and deliver appropriate instruments of release and discharge of the terms hereof and to permit the recording thereof; provided, however, that the execution and delivery of such instruments shall not be necessary or a prerequisite to the termination of this Regulatory Agreement in accordance with its terms.

**Section 12. Burden and Benefit.**

The City and the Owner hereby declare their understanding and intent that the burden of the covenants set forth herein touch and concern the Project Site in that the Owner's legal interest in the Project is rendered less valuable thereby.

The City and the Owner hereby declare their understanding and intent that the covenants, reservations and restrictions set forth herein directly benefit the Project Site (i) by enhancing and increasing the enjoyment and use of the Project by certain Lower Income Tenants, and (ii) by making possible the obtaining of advantageous financing for the Project.

**Section 13. Uniformity; Common Plan.**

The covenants, reservations and restrictions hereof shall apply uniformly to the entire Project in order to establish and carry out a common plan for the use, development and improvement of the Project Site.

**Section 14. Enforcement.**

A. The Owner, upon reasonable prior notice, shall permit any duly authorized representative of the City or the Bank, to inspect any books and records of the Owner regarding the Project and with respect to the incomes of Lower Income Tenants which pertain to compliance with the provisions of this Regulatory Agreement and of the Code; provided, however, the City or the Bank shall have no affirmative duty to inspect such records.

B. In addition to the information provided for elsewhere herein, the Owner shall submit any other information, documents or certifications requested by the City or the Bank which either of them deem reasonably necessary to substantiate the Owner's continuing compliance with
the provisions of this Regulatory Agreement and the Code; provided, however, the City or the Bank shall have no affirmative duty to request or inspect such information.

C. The City and the Owner each covenants that it will not knowingly take or permit any action that would adversely affect the exemption from federal income taxation of interest on the 2021A Bond. Moreover, each covenants to take, subject to receipt of indemnification satisfactory to the City from the Owner, any lawful action (including amendment of this Regulatory Agreement as may be necessary, in the opinion of Bond Counsel) to comply fully with all applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service from time to time pertaining to obligations the interest on which is excluded from gross income under the Code and affecting the Project.

D. The Owner covenants and agrees to inform the City and the Bank by written notice of any violation of the Owner's obligations hereunder within thirty (30) days of first discovering any such violation, and the Bank covenants and agrees to inform the Owner by written notice of any violation of the Owner's obligations hereunder within thirty (30) days of first discovering such violation and to provide the Owner a period of time in which to correct such violation. If any such violation is not corrected to the satisfaction of the City and the Bank within the period of time specified by the Bank, which shall be at least thirty (30) days after the date any notice to the Owner is mailed, or within such further time as the City and the Bank determine is necessary to correct the violation without loss of the exclusion from gross income of interest on the 2021A Bond, but not to exceed any limitations set by applicable regulations, without further notice the City shall declare a default under this Regulatory Agreement effective on the date of such declaration of default, and upon such default the Owner hereby agrees to pay the City any rents or other amounts received by the Owner for any units in the Project which were in violation of this Regulatory Agreement during the period such violation continued, and the City may, at the Owner's expense, apply to any court, state or federal, for specific performance of this Regulatory Agreement or an injunction against any violation of this Regulatory Agreement, or any other remedies at law or in equity or any such other actions as shall be necessary or desirable so as to correct non-compliance with this Regulatory Agreement.

E. The Owner and the City each acknowledges that the primary purpose for requiring compliance by the Owner with the restrictions provided in this Regulatory Agreement is to comply with the requirements of the Code and to preserve the federal income tax exemption of interest on the 2021A Bond.

No breach of this Regulatory Agreement will defeat, render invalid or impair the lien of the Project Mortgage.

Section 15. Estoppel Certificate.

The City and the Bank agree, upon the request and at the expense of the Owner or its successor in interest, to promptly execute and deliver to the Owner or its successor in interest or to any potential or actual purchaser, mortgagor or encumbrancer of the Project, a written certificate stating, if the same be true, that the City and the Bank have no actual knowledge of any violation
or default of the Owner of any of its covenants hereunder, or if there are such violations or defaults, the nature of the same.


This Regulatory Agreement shall be governed by the laws of the State of Colorado, except to the extent such laws conflict with the laws of the United States.

Section 17. Amendments.

This Regulatory Agreement shall be amended only by a written instrument executed by the parties hereto or their successors in title, and duly recorded in the real property records of Larimer County, Colorado. The parties hereto agree that, no amendment may occur without the prior written consent of each party hereto.

Section 18. Notice.

Any notice required to be given hereunder shall be given by personal delivery, overnight delivery, certified or registered mail, postage prepaid, return receipt requested, first-class mail, postage prepaid or facsimile at the addresses specified below, or at such other addresses as may be specified in writing by the parties hereto:

If to the City: City of Fort Collins, Colorado  
300 West La Porte Avenue  
Fort Collins, Colorado 80521  
Attn: City Attorney  
Telephone: _______  
Fax: ______

If to the Bank: First American State Bank  
__________  
__________, Colorado _____  
Telephone:  
Facsimile: 

If to the Owner: The Residence at Oakridge LLC  
c/o National Healthcare Associates  
999 Ponce De Leon Boulevard, Suite 950  
Coral Gables, Florida 33134  
Attention: Managing Member  
Telephone: (305) 444-5007  
Facsimile: (305) 444-5598

A duplicate copy of each notice, certificate or other communication given hereunder by the City or the Owner shall also be given to the Bank. The City, the Owner and the Bank may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.
Section 19. Severability.

If any provision of this Regulatory Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

Section 20. Multiple Counterparts.

This Regulatory Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument, and each of which shall be deemed to be an original.

Section 21. Limited Liability.

All obligations of the City incurred hereunder shall be special, limited obligations, payable solely and only from Bond proceeds, revenues and other amounts derived by the City or the Bank from the assets pledged under the Financing Agreement.

Section 22. Indemnification.

The Owner hereby indemnifies, and agrees to defend and hold harmless, the City, its mayor, council members, officers, employees and agents from, and the Bank, its officers, directors, employees and agents, from and against all liabilities, losses, damages, costs, expenses (including reasonable attorney's fees and expenses), causes of action, suits, allegations, claims, demands and judgments of any nature arising from the consequences of a legal or administrative proceeding or action brought against any of them on account of any failure by the Owner to comply with the terms of this Regulatory Agreement, or on account of any representation or warranty of the Owner contained herein being untrue.

Section 23. Attorney's Fees.

In case any action at law or in equity, including an action for declaratory relief, is brought against the Owner to enforce the provisions of this Regulatory Agreement, the Owner agrees to pay reasonable attorney's fees and other reasonable expenses incurred by the City and/or the Bank in connection with such action.

[Signature Page to Follow]
IN WITNESS WHEREOF, the City, the Bank and the Owner have executed this Regulatory Agreement by duly authorized representatives, all on the date first above written.

CITY OF FORT COLLINS, COLORADO

By________________________________________

Mayor

(SEAL)

Attest:

By________________________________________

City Clerk

COUNTERSIGNED:

By________________________________________

Financial Officer

FIRST AMERICAN STATE BANK

By________________________________________

Authorized Signer

THE RESIDENCE AT OAKRIDGE LLC,

a Florida limited liability company

By: NHA @ Fort Collins, LLC, its Managing Member:

By NHA Fort Collins, Inc.,

Its Managing Member

By:________________________________________

________________________ Patricia Greenberg, Its President

S-1
U.S Bank National Association as a party to the Original Regulatory Agreement consents to this Amended and Restated Regulatory Agreement and Declaration of Restrictive Covenants.

U.S. BANK NATIONAL ASSOCIATION

By _____________________________
Authorized Signer

[Signature page to the Amended and Restated Regulatory Agreement and Declaration of Restrictive Covenants]
The foregoing instrument was acknowledged before me this ___ day of May, 2021, by ________, as Mayor of the City of Fort Collins, Colorado and by __________, as City Clerk of the City of Fort Collins, Colorado.

WITNESS my hand and official seal.

_____________________________________________________________________
Notary Public for the State of Colorado
(SEAL)

The foregoing instrument was acknowledged before me this ___ day of May, 2021, by ________, as Chief Financial Officer of the City of Fort Collins, Colorado.

WITNESS my hand and official seal.

_____________________________________________________________________
Notary Public for the State of Colorado
(SEAL)

The foregoing instrument was acknowledged before me this ___ day of May, 2021, by __________ as Authorized Signer of First American State Bank.

WITNESS my hand and official seal.

N-1
The foregoing instrument was acknowledged before me this ___ day of __________, 2021, by Patricia Greenberg, as President of NHA Fort Collins, Inc., as Managing Member of NHA @ Fort Collins, LLC, as Managing Member of THE RESIDENCE @ OAKRIDGE, LLC, a Florida limited liability company.

WITNESS my hand and official seal.

____________________________________
Notary Public for the State of Colorado
(SEAL)

STATE OF COLORADO )
COUNTY OF ______ ) SS.
CITY OF ______ )

The foregoing instrument was acknowledged before me this ___ day of May, 2021, by __________ as Authorized Signer of U.S Bank National Association.

WITNESS my hand and official seal.

____________________________________
Notary Public for the State of Colorado
(SEAL)

[Notary page to the Regulatory Agreement and Declaration of Restrictive Covenants]
EXHIBIT A
PROPERTY

Lot 1 and Tract A
Oakridge Business Park 34th Filing,
according to the Plat recorded June 12, 2001 at Reception No. 2001046177,
County of Larimer,
State of Colorado
EXHIBIT B
CERTIFICATION OF TENANT ELIGIBILITY

Part I -- General Information

1. Project Name
2. Project Information
3. No. of Total Units
4. Name of Lender
5. Owner's Name
6. Manager's Name and Telephone Number

Part II — Unit Information

<table>
<thead>
<tr>
<th>Apartment Address</th>
<th>No. of Bedrooms</th>
<th>Monthly Rent</th>
<th>No. of Occupants</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Part III -- Affidavit of Tenant

I, _______________, and I,________________, as applicants for rental of a Lower-Income Unit in the above-described Project, do hereby represent and warrant as follows:

A. List all the occupants of the apartment, the relationship (if any) of the various occupants, their ages, and indicate whether they are Students (for this purpose, a Student is any individual who has been, or will be, a full-time Student at an educational institution during five months (whether consecutive or not) of the year in which this application is submitted, other than a correspondence school, with regular facilities and Students).

<table>
<thead>
<tr>
<th>Occupant</th>
<th>Relationship</th>
<th>Age</th>
<th>Student (Yes or No)</th>
<th>Social Security Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td>___________</td>
<td>___</td>
<td>Yes</td>
<td>__________</td>
</tr>
<tr>
<td>(b)</td>
<td>___________</td>
<td>___</td>
<td>Yes</td>
<td>__________</td>
</tr>
<tr>
<td>(c)</td>
<td>___________</td>
<td>___</td>
<td>No</td>
<td>__________</td>
</tr>
<tr>
<td>(d)</td>
<td>___________</td>
<td>___</td>
<td>No</td>
<td>__________</td>
</tr>
<tr>
<td>(e)</td>
<td>___________</td>
<td>___</td>
<td>No</td>
<td>__________</td>
</tr>
<tr>
<td>(f)</td>
<td>___________</td>
<td>___</td>
<td>No</td>
<td>__________</td>
</tr>
</tbody>
</table>

If all of the occupants are Students, answer the following questions for each occupant:

1. Is any Student listed above married and files a joint return for federal income tax purposes? List any such Students.

   Name(s) No Not Applicable
2. Is any Student listed above (i) a single parent living with his/her children, (ii) not a dependent of another individual and (iii) whose children are not dependents of an individual other than their parents? List any such Students.

Yes    Name(s)    No    Not Applicable

3. Is any Student listed above a Student receiving assistance under Title IV of the Social Security Act (Temporary Assistance for Needy Families)? List any such Students.

Yes    Name(s)    No    Not Applicable

4. Is any Student listed above a Student enrolled in a job-training program receiving assistance under the Job Training Partnership Act or under other similar Federal, State or local laws? List any such Students.

Yes    Name(s)    No    Not Applicable

5. Is any Student listed above a Student who was previously under the care and placement responsibility of a foster care program (under part B or E of Title IV of the Social Security Act)? List any such Students.

Yes    Name(s)    No    Not Applicable

B. (M/Our) adjusted income (anticipated total annual income) does not exceed ___ percent (___%) of the median gross income for the ____ Metropolitan Statistical Area. (I/We) understand that the applicable median gross income is $______. The following computation includes all income (I/We) anticipate receiving for the 12-month period beginning on the date (I/We) execute a rental agreement for a Lower-Income Unit or the date of which (I/We) will initially occupy such unit, whichever is earlier.

1. For the tenant and all members of the household include for the 12-month period beginning this date anticipated income from the following sources:

   (a) the full amount, before any payroll deductions, of wages, salaries, overtime pay, commissions, fees, tips, bonuses and other compensation for personal services, and payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay and any earned income tax credit to the extent it exceeds income tax liability

   (b) net income from operations of a business or profession or net income of any kind from real or personal property (for such purposes, without deducting expenditures for business expansion or amortization of capital indebtedness or any allowance for depreciation of capital assets)

   (c) interest and dividends
(d) the full amount of periodic payments received from social security, annuities, pensions, retirement funds, insurance policies, disability or death benefits and other similar types of periodic receipts, alimony, child support, and regular contributions or gifts from persons not residing in the unit

(e) the maximum amount of public assistance available

(f) regular and special pay and allowances to a member of armed forces (whether or not living in the dwelling) who is head of the family or spouse

(g) with respect to any member of the household or any person whose income or contributions were included in 1(d) or (f), above, set forth the amount of savings, stocks, bonds, equity in real property, or other form of capital investment (excluding interest in Indian trust lands) if such amounts, when added together, exceed $5,000

(i) ____________________

(ii) ____________________

Multiply the amount in (i), above, by the current passbook savings rate as determined by HUD

If (i), above, is greater than zero, list the amount of income expected to be derived from the assets described above

(iii) ____________________

Line (ii) minus Line (iii) (if less than $0, enter $0)

(h)_______________________

Subtotal (a) through (g)

Less: portion of above items which are income of a member of the household who is less than 18 years old

Total Eligible Income
Note: The following items are not considered income: casual, sporadic or irregular gifts; amounts specifically for or in reimbursement of medical expenses; lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker’s compensation); capital gains and settlement for personal or property losses; educational scholarships paid directly to the Student or educational institution; government benefits to a veteran for use in meeting the costs of tuition, fees, books and equipment (but in either case only to the extent used for such purposes); hazardous duty pay to a member of the household in the armed forces who is away from home and exposed to hostile fire; foster child care payments; value of coupon allotments for purpose of food under Food Stamp Act of 1977; relocation payments under Title II of Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; payments to volunteers under the Domestic Volunteer Service Act of 1973; payments received under the Alaska Native Claims Settlement Act; income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes; payments on allowances made under the Department of Health and Human Services’ Low-Income Home Energy Assistance Program; payments received from the Job Partnership Training Act; income derived from the disposition of funds of the Grand River Band of Ottawa Indians; the first $2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission of the Court of Claims or from funds held in trust for an Indian tribe by the Secretary of Interior.

2. As of the first day of occupancy of the unit which (I/We) propose to rent (a) either (myself/ourselves) or at least one other occupant of the unit is not an individual enrolled as a full-time Student during each of five (5) calendar months during the calendar year in which occupancy of the unit begins at an educational organization which normally maintains a regular faculty and curriculum and normally has a regularly enrolled body of Students in attendance and is not an individual pursuing a full-time course of institutional or farm training under the supervision of an accredited agent of such an educational organization or of a state or political subdivision thereof or (b) if all of the occupants of the unit will be individuals described in (a), either (myself/ourselves) or one other occupant of the unit is a husband and wife entitled to make a single return jointly of Federal income taxes.

3. Neither (myself/ourselves) nor any other occupant of the unit (I/We) propose to rent is the owner or the rental housing project which includes the unit (hereinafter the “Owner”).

4. This affidavit is made with the knowledge what it will be relied upon by the Owner to determine maximum income for eligibility and (I/We) warrant that all information set forth in this Part III is true, correct and complete and based upon information (I/We) deem reliable and that the estimate contained in paragraph 1 is reasonable and based upon such investigation as the undersigned deemed necessary.

5. (I/We) will assist the Owner in obtaining any information or documents required to verify the statements made in this Part III.

6. (I/We) acknowledge that (I/We) have been advised that the making of any misrepresentation or misstatement in this affidavit will constitute a material breach
of (my/our) agreement with the Owner to lease the unit and will entitle the Owner to prevent or terminate (my/our) occupancy of the unit by institution of an action for ejection or other appropriate proceedings.

(I/We) do hereby swear under penalty of perjury that the foregoing statements are true and correct.

________________________________________  ________________________________
Date                                         Applicant
INCOME VERIFICATION
(for employed persons)

The undersigned employee has applied for a rental unit located in a project refinanced under the City of Fort Collins, Colorado Tax-Exempt Economic Development Revenue Bond (The Residence at Oakridge Project), Series 2021A (the “Bonds”), multifamily rental housing development program for persons of low and moderate income. Every income statement of a prospective tenant must be stringently verified. Please indicate below the employee's current annual income from wages, overtime, bonuses, commissions or any other form of compensation received on a regular basis.

| Annual wages | ________________________________ |
| Bonuses      | ________________________________ |
| Commissions  | ________________________________ |
| Total current income | ________________________________ |

I hereby certify that the statement above are true and complete to the best of my knowledge.

I hereby grant permission to disclose my income to the City of Fort Collins, Colorado in order that they may determine my income eligibility for rental of an apartment located in their project which has been financed with the Bonds.

_____________________________  ___________________  __________________
Signature                Date                Title

Please send to:
INCOME VERIFICATION
(for self-employed persons)

I hereby attach copies of my individual federal and state income tax returns for the immediately preceding calendar year for which such income tax returns could have been filed (or, if not filed, were not required to be filed), and certify that the information shown in such income tax returns is true and complete to the best of my knowledge and that any income tax returns not filed were not required to be filed.

______________________________  __________________________
Signature                          Date
EXHIBIT C
CERTIFICATE OF CONTINUING PROGRAM COMPLIANCE

(To be filed prior to the 30th day after the end of each calendar quarter)

Witnesseth that on this ___ day of ______, 20__, the undersigned, having borrowed certain funds through the City of Fort Collins, Colorado (the “City”) for the purpose of financing a multifamily housing project, does hereby certify that such multifamily housing project is in continuing compliance with the Amended and Restated Regulatory Agreement and Declaration of Restrictive Covenants executed by the undersigned and recorded in the records of the County of Larimer, Colorado and that to the knowledge of the undersigned no default exists under said Regulatory Agreement. Specifically, it hereby is confirmed that each Lower-Income Tenant currently residing in a unit in such housing project has completed a Certificate of Tenant Eligibility and Income Verification in the form approved by the City and that since commencement of the Qualified Project Period at least _% of the occupied units in the Project have been rented to (or are vacant and last occupied by) Lower-Income Tenants, (each of the foregoing capitalized terms having the meaning assigned in said Regulatory Agreement).

By:______________________________
   Authorized Signature
SUBJECT

Items Relating to Amending City Code Provisions Concerning the City’s Self-Insurance Program and Fund, and Amending Related Code Provisions Concerning the City’s Obligations to Defend and Indemnify its Employees.

EXECUTIVE SUMMARY

A. First Reading of Ordinance No. 043, 2021, Amending Division 3 in Article III of Chapter 8 of the Code of the City of Fort Collins Concerning the City’s Self-Insurance Program and Fund.

B. First Reading of Ordinance No. 044, 2021, Amending Division 6 in Article VII of Chapter 2 of the Code of the City of Fort Collins Concerning the City’s Defense and Indemnity of its Employees in Certain Civil, Criminal and Administrative Matters.

The purpose of these two ordinances is to update the City Code provisions concerning the City’s use of its Self-Insurance Program and Fund to pay judgments, settlements, attorney fees and other litigation costs related to the various civil claims that can be brought against the City and its employees and, related to this update, amending the City Code provisions addressing the City’s obligations to defend and indemnify its employees regarding such civil claims and, in some circumstances, to reimburse City employees for the attorney fees and costs they may incur in certain criminal matters related to their City employment.

The amendments to the City’s defense and indemnity obligations include adding provisions to recognize the defense and indemnity obligations the City has to its police officers under two Colorado statutes, including the recent statute enacted under Senate Bill 20-217 creating a new civil claim against police officers for violating a person’s rights under the Bill of Rights in the Colorado Constitution. Also added is a provision to reimburse City employees in some circumstances for the attorney fees and costs they may incur in certain administrative matters related to their City employment.

STAFF RECOMMENDATION

Staff recommends adoption of both Ordinances on First Reading.

BACKGROUND / DISCUSSION

Self-Insurance Program and Fund

In January 1988, Council adopted Resolution 88-1 establishing the City’s self-insurance program (Program) and fund (Fund) to provide for the legal defense, settlement and payment of civil claims brought against the City and its “public employees,” as this term is defined in the Colorado Governmental Immunity Act (CGIA), and for the replacement or repair of damaged or stolen City property. As used in the CGIA, the term “public employees” includes not only compensated City employees but also Councilmembers, appointed board and commission members and authorized City volunteers. In November 1988, Council adopted Resolution 88-183 to expand the
Program and Fund to include the legal defense, settlement and payment of workers’ compensation claims filed against the City by its employees.

In December 2000, Council adopted Ordinance No. 177, 2000, to codify the Program and Fund by adding Division 3 to Article III of City Code Chapter 8 (“Division 3”). A recent review of Division 3 by staff reveals the need to amend it to clarify that the Program’s “covered expenses” eligible to be paid from the Fund can also be paid from other established City funds if the monies for such expenditures have either been previously appropriated for such use or transferred to the Program’s Fund in compliance with the applicable provisions of Article V, Part 1 of the Charter which, among other things, allows for the inter-fund transfer of previously appropriated monies in certain circumstances.

The review also revealed the need to update the Program’s “covered expenses” that can be paid from the Fund to be consistent with all the potential litigation that can be brought against the City and its employees, and to generally update and provide for consistency in the wording of Division 3.

City’s Defense and Indemnity Obligations to its Employees

In June 1987, Council adopted Resolution 87-79 to affirm the City’s obligations under the Colorado Governmental Immunity Act (the “CGIA”) to its “public employees” to defend and indemnify them against certain civil claims. As used in the CGIA, the term "public employees" includes not only compensated City employees but also Councilmembers, appointed board and commission members and authorized City volunteers. Resolution 87-79, as amended by Resolution 94-101 adopted by Council in June 1994, also provided that the City would, under certain circumstances, indemnify and reimburse its employees for reasonable attorney fees they incur in defense of a criminal matter arising from their act or omission occurring during the performance of their City duties and within the scope of their City employment. In December 2000, Council adopted Ordinance No. 176, 2000, to codify these defense and indemnity obligations by adding Division 6 to Article VII of City Code Chapter 2 (“Division 6”).

A recent review of Division 6 by staff reveals the need to amend it to address the City’s defense and indemnify obligations to its police officers under two Colorado statutes, which obligations are in addition to the City’s obligations to all its employees, including its police officers, under the CGIA.

Section 29-5-111 of the Colorado Revised Statutes (C.R.S.) requires the City to indemnify its police officers for up to a $100,000 judgment and provide them with a defense for any torts committed by them within the scope of their employment with the City, regardless of any limitations on such indemnity and defense obligations imposed by the CGIA.

The other statute is C.R.S. Section 13-21-131, which became law in 2020 as part of Senate Bill 20-217. It establishes a new civil claim against police officers for violating a person’s rights under the Bill of Rights in the Colorado Constitution. Section 13-21-131 requires the City to indemnify its police officers for any judgment or settlement arising under this new civil claim regardless of any limitation on this indemnity obligation in the CGIA, unless the officer is convicted of a crime related to the constitutional violation.

A new Section 2-614 is therefore proposed to be added to Division 6 to provide, like Code Section 2-613 does for City employees regarding certain criminal matters, the City to pay the employee’s reasonable attorney fees and costs they may incur in defending the administrative action provided the administrative action results in no action
being taken to reprimand the employee or to revoke, terminate or suspend the employee’s license or other credential and the employee's conduct from which the administrative action arises was not willful and wanton.

As the result of a suggestion from Mayor Pro Tem Cunniff at the Council Finance Committee on September 21, 2020 meeting to review the two ordinances, Division 6 has also been amended to change who makes the reimbursement determination when a Council employee (City Manager, City Attorney or Municipal Judge) incurs attorney fees and costs in a City-related criminal or administrative matter. This determination is currently made by the City Manager in criminal matters unless the employee seeking the reimbursement is the City Manager, in which case the reimbursement determination is made by a special legal counsel for the City. Division 6 has been amended to now require Council to make the reimbursement determination for both criminal and administrative matters by resolution for all three of its employees.

**CITY FINANCIAL IMPACTS**

If adopted, these ordinances will not add to the financial obligations the City already has under the Code and state law to defend and indemnify its employees with one exception. The addition in the Ordinance of a new Code Section 2-614 to Division 6 will add to the City’s potential financial obligations by requiring it, in some circumstances, to now reimburse its employees for their reasonable attorney fees and costs they may incur in defending an administrative matter, an action taken against a license, certification, accreditation, or permit they must have as a condition of their City employment.

**BOARD / COMMISSION RECOMMENDATION**

The Council Finance Committee reviewed these two ordinances at its September 21, 2020, meeting. The Committee was supportive of them both being presented to Council.

**ATTACHMENTS**

1. Council Finance Committee Minutes (PDF)
Meeting called to order at 10:32 am

Approval of Minutes from the August 17, 2020 Council Finance Committee Meeting. Emily Gorgol moved for approval of the minutes as presented. Ross Cunniff seconded the motion. Minutes were approved unanimously.

A. Code Revisions for Self-Insurance Fund
   Travis Storin, Interim Chief Financial Officer
   John Duval, Deputy City Attorney

SUBJECT FOR DISCUSSION: 2020 City Code Updates Concerning City Self-Insurance Fund and City’s Employee Defense and Indemnity Obligations– City Financial Administration

EXECUTIVE SUMMARY: The purpose of this agenda item is to propose amendments to the City Code for three primary purposes:
1) Clarify that the Self-Insurance Fund exists for payment of “covered expenses,” but that other Funds are permitted to be used to pay these covered expenses.
2) Update and revise the Code provisions related to the City’s defense and indemnification obligations to its employees in civil lawsuits, including revisions related to City police officers as now required by SB 20-217.
3) Clarify that in addition to paying the defense costs of City employees in certain civil and criminal matters, employees defense costs may also be paid by the City in certain in administrative matters related to an employee’s licensure/certification/accreditation held as a condition of City employment.

GENERAL DIRECTION SOUGHT AND SPECIFIC QUESTIONS TO BE ANSWERED
Is the Finance Committee supportive of the proposed Code updates?

BACKGROUND/DISCUSSION
This series of Code updates are intended to clarify the administrative practices in accordance with Colorado law and staff practices. In addition to minor maintenance updates, there are three key areas proposed by staff:

1) Self-Insurance Program Administration
The Self-Insurance Fund was established to pay for the uninsured portion of “covered expenses” as defined by Section 8-106 of the Code. The Fund collects its revenues from other City Funds as determined during the biennial budget in order to cover the cost of these covered expenses.

In recent years, there has been a small population of claims settled and paid by the City for which, in staff’s judgment based on the facts and circumstances of the claim, were more appropriately charged to the department budget from which the claim originated. This department charge would be in conjunction with or instead of the amount paid by the Self-Insurance Fund.

In carrying out this direct department charge administratively, a concern was identified in that the current Code is ambiguous as to whether the Self-Insurance Fund is obligated to pay these claims vs. simply authorized to do so. Staff hopes to resolve this by clarifying in the Code that the Finance Officer is able to administratively allocate the costs of a specific claim to other Funds apart from the Self-Insurance Fund in accordance with the factors as proposed in Sections 8-107 and 8-108.

2) Peace Officer Indemnification and Defense
In June of 2020, Senate Bill 20-217 (SB 217), the Enhance Law Enforcement Integrity Bill, was signed into law by Governor Polis. City Council was provided with an overview of this legislation in executive session at the July 14, 2020, meeting. While there are still additional research and dialogue ongoing surrounding the impacts of SB-217, this proposed Code change clarifies and establishes the City’s obligations for defending and indemnifying its police officers in the manner now required by SB 20-217 and under preexisting law.

3) Payment of Employee Defense Costs in Certain Administrative Actions
Current City Code is clear on the conditions for payment of a City employee’s defense costs in civil lawsuits and criminal matters. It does not currently address whether this also includes payment of an employee’s defense costs in an administrative matter related to a complaint or grievance filed against an employee concerning any licensure, certification, accreditation, or permit that the employee is required to hold as a condition of their employment. This Code update clarifies the conditions for which the City will pay these defense costs.

Discussion / Next Steps;
These are maintenance type updates to code

1) Self-Insurance Program Administration
Staff proposes updates to Sections 8-107 and 8-108 to specify that the Finance Officer may administratively allocate the costs of a specific claim.
Language to clarify when a claim is obligated and when other funds may contribute. Under what circumstances can relief come from another fund? When a department bears some responsibility for that claim such as negligence (i.e. operating a city vehicle) charges across the self-insurance fund - code amendment to address how to allocate costs across funds.

John Duval; with respect to accessing funds and monies in other funds – there could be circumstances where in order for those funds to be used a transfer of funds to self-insurance would be needed - could be circumstances where you would have to go to Council for approval for the transfer.

2) Peace Officer Indemnification and Defense
Proposed Code change clarifies and establishes City obligations in a manner consistent with SB 20-217 and under preexisting law.

John Duval; SB 20- 217 the Enhance Law Enforcement Integrity Bill, has created this new cause of action. Brought against local law enforcement – imposes on local entities who have police to indemnify - marrying this into our Code specific to peace officers - special statute that existed - bringing into consistency with state law.

Susan Gutowsky; question for clarification – when SB 20-217 passed – frightening for police to think they could be personally sued for an amount that could break a family – is it a helpful thing?

John Duval; mirrors what SB provides - civil action brought against an officer - City indemnifies the peace officer – whatever the judgement - City would pay 100% - Unless City decides that the officer acted in bad faith - not to exceed $25K – statue also says discharge in bankruptcy so City would have to pay if the officer filed for bankruptcy. If circumstances arose -bad faith – officer could be responsible for up to $25K. All other cities would have to do the same thing per state law.

Susan Gutowsky; one of the things I have heard from officers – it makes them tentative and it could cost them their career - if they are working within the law – what is acceptable – greater sense of freedom to do what they are doing with greater confidence.

John Duval; officers may look at it in another way - that has always been a risk to them, and this adds one more thing that creates risk. The way the bill is written – the City would pay unless in bad faith then the officer could be liable for up to $25K

Mayor Troxell; SB217 - in their haste during an extended session over the weekend - there were some articles related to loopholes; state prisons / state patrol not included. I envision some level of follow on legislation to addressed what may have not been included or considered.

Carrie Daggett; there is a working group that CML is coordinating and they are looking at those type of issues which might lead to some clean up changes to this statutory provision – work is under way to identify some of those issues. City staff is participating in those discussions – we should be able to provide feedback.

3) Employee Defense Costs in Certain Administrative Actions
Proposed Code change clarifies conditions for reimbursement, including that the licensure/ certification is held as a condition of employment.
John Duval; important to understand – reimbursement for administrative matter - obligation to reimburse only if action taken - ultimately a finding or decision not to revoke. Employee must have not committed the violation where charged which is different from civil cases. Reimbursement for criminal case only in case employee is not guilty. If employee loses or is convicted the city does not reimburse.

Ross Cunniff; I am supportive - Question about the licensure - Is that required by state statute?

John Duval; no, criminal costs are not in state statute yet. We really have not had anything related to administrative matters in the course of your duties - an example could be a grievance against an engineer, surveyor or attorney who might be required to have a license to work for the city - even if not a requirement – but in the context of their work with the city we ask them to put their engineering stamp on something – that is what would be covered

Ross Cunniff; how often has this arisen?

John Duval; I have seen it happen in other places – grievances are filed - attorneys are most common, but I have also heard of professional engineers

Ross Cunniff; I am supportive, but I wonder - attorney / judge / that makes sense -Should that be Council?

John Duval; we did not address the judge. Right now, it is set up for the City Manager to make the decision We could change that to Council – decision on whether to defend or not.

Mayor Troxell; professional licensure - Do we require that of our engineers?

Teresa Rochel; we are redoing all of our job descriptions to include what absolutely has to have certification / license. We are being mindful of that – we do not want to have barriers where it is absolutely not required. ICMA accreditation – not a requirement - a choice that you make but not a requirement

Mayor Troxell; professional exception – if you are working for a public entity - civil engineers -part of certification – other professions are like that - Police Services accreditations, Parks, Senior Center – where we have been very intentional – professional group – get certified – quality and assurance

Carrie Daggett; indemnification applies not only to employees who are required to have certification but also to an employee who is asked to use that credential in the performance of their work. Engineers who are not required - but in performing their work they may be asked to carry out functions and may be asked to use that certification - this covers both.

Mayor Troxell; is a degree considered a credential?
Teresa Roche; a degree is not considered a credential in this sense
Mayor Troxell; good to go forward

Meeting adjourned at noon
ORDINANCE NO. 043, 2021
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING DIVISION 3 IN ARTICLE III OF CHAPTER 8 OF THE
CODE OF THE CITY OF FORT COLLINS
CONCERNING THE CITY’S SELF-INSURANCE PROGRAM AND FUND

WHEREAS, in January 1988, the City Council adopted Resolution 88-1 establishing the City’s self-insurance program (the “Program”) and fund (the “Fund”) to provide for the legal defense, settlement and payment of civil claims brought against the City and its “public employees,” as this term is defined in the Colorado Governmental Immunity Act (the “CGIA”), and for the replacement or repair of damaged or stolen City property; and

WHEREAS, in November 1988, the City Council adopted Resolution 88-183 to expand the Program and Fund to include the legal defense, settlement and payment of workers’ compensation claims filed against the City by its employees; and

WHEREAS, in December of 2000, the City Council adopted Ordinance No. 177, 2000, to codify the Program and Fund by adding Division 3 to Article III of City Code Chapter 8 (“Division 3”); and

WHEREAS, the Program and Fund were established, in part, to satisfy the City’s legal obligations under the CGIA to defend and indemnify it employees, which includes the City’s councilmembers, appointed board and commission members and authorized volunteers, from and against certain civil claims, which obligations are currently codified in Division 6 of Article VII of City Code Chapter 2; and

WHEREAS, a recent review of Division 3 by City staff reveals the need to amend it to clarify that the Program’s “covered expenses” eligible to be paid from the Fund can also be paid from other established City funds if the monies for such expenditures have either been previously appropriated for such use or transferred to the Program’s Fund in compliance with the applicable provisions of Article V, Part 1 of the Charter; and

WHEREAS, the review also revealed the need to update the Program’s “covered expenses” that can be paid from the Fund to be consistent with all the potential litigation that can be brought against the City and its employees, and to generally update and provide for consistency in the wording of Division 3; and

WHEREAS, the City Council determines and finds it is in the best interest of the City and its employees, and necessary for the public health, safety and welfare, for Division 3 to be amended 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 Section 8-105 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 8-105. - Establishment and purpose of the self-insurance program and fund.

A self-insurance program and a self-insurance fund are hereby authorized and established for the City. However, the establishment of the program and the fund shall not be construed so as to expand in any way the City's legal liability to third-party claimants, whether under the provisions of the Colorado Governmental Immunity Act or otherwise. Other governmental entities may participate in the self-insurance program provided that each such entity has entered into an intergovernmental agreement with the City as authorized by C.R.S. Section 29-1-203, C.R.S., and Section 16, Article II of the Charter and, in such event, the terms and conditions of the intergovernmental agreement shall govern the City's obligations under the program to that other governmental entity and its public employees.

Section 3. That Section 8-106 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 8-106. - Covered expenses.

Except to the extent that the City has agreed otherwise in an intergovernmental agreement with any other participating entity concerning the participating entity's and its public employees' legal liability to third-party claimants, as authorized in § 8-105, the self-insurance fund shall only be used to pay the City's uninsured portion of the following "covered expenses":

(1) The City's indemnity and defense obligations to its public employees under Division 6, Article VII of Chapter 2 of this Code.

(2) The City's costs and attorneys' fees in anticipation of, to investigate or to defending the City and/or any of its public employees related to any of the following potential or filed claims or causes of action:
   a. Any tort claim;
   b. Any claim arising under contract;
   c. Any action under Rule 106 of the Colorado Rules of Civil Procedure;
   d. A declaratory judgment action;
   e. Any action or claim arising under or pursuant to a state or federal statute; and
   f. An inverse condemnation or regulatory taking action; and
   g. Any claim for equitable relief, including, without limitation, a claim for injunctive relief;

(3) Judgments entered against and settlements agreed to by the City in civil claims or actions for damages arising under tort, state or federal statute, or Rule 106(a)(2) of the Colorado Rules of Civil Procedure or that seek declaratory or equitable relief;
(4) The City's costs and expenses incurred for the repair or replacement of City property, real or personal, which costs are sustained by reason of the theft of or the damage to said property, excluding normal wear and tear, provided that such theft or damage is customarily covered by a commercial property insurance policy;

(5) The City's defense costs, attorneys' fees, medical expenses, disability benefits, indemnity benefits and other costs associated with workers' compensation claims filed against the City;

(6) Insurance premiums, broker fees and other costs related to the City purchase taxes for liability, property, and workers' compensation and any other insurance policies purchased by the City, but excluding title insurance policies;

(7) The City's costs of administering the self-insurance program and fund as are deemed reasonable and necessary by the City's Financial Officer or such officer's designee; and

(8) The City's loss prevention costs for safety training, incentive programs, personal protective equipment for employees, industrial hygiene studies and other expenses that are deemed appropriate by the City's Financial Officer or such officer's designee.

Section 4. That Section 8-107 of the Code of the City of Fort Collins is hereby amended to read as follows:

8-107. - Funding of the self-insurance program.

The self-insurance program shall be funded by monies appropriated by the City Council for expenditure from the self-insurance fund, and the self-insurance fund is hereby created to be used for payment of the covered expenses as described in § 8-106. Notwithstanding the foregoing, no payment from the self-insurance fund shall exceed the uninsured portion of any covered expense. In addition, nothing in this Division 3 is intended to prohibit expenditures from other City funds to pay the self-insurance program’s covered expenses described in § 8-106 provided the monies for such expenditures have either been previously appropriated for such use or transferred to the self-insurance fund in compliance with the applicable provisions of Article V, Part I of the Charter.

Section 5. That Section 8-108 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 8-108. - Implementation and administration.

(a) The City's Financial Officer shall be responsible for implementation and administration of the self-insurance program and fund, including the settlement of claims. The Financial Officer is authorized to promulgate rules for the proper daily management, operation and maintenance of the program and fund, and is further authorized to enter into professional services agreements pursuant to relevant provisions of this Code for the administration of claims.

(b) The Financial Officer or such officer's designee shall authorize expenditures from the self-insurance fund and may use other legally available funds for covered expenses described in
§ 8-106 and shall maintain such accounting records pertaining to each such transaction as may be deemed necessary by the City's Financial Officer. Covered expenses shall be paid on an occurrence basis.

(c) The total amount of the covered expenses paid out of the self-insurance fund shall be allocated among the various service areas or departments of the City, and the service areas and departments charged therefor, according to an assessment of each service area’s and department's exposure by the Financial Officer or such officer's designee. Factors to be considered by the Financial Officer or such officer's designee shall include, without limitation, each service area’s or department's payroll, revenue, value of property utilized, previous loss history, expected losses, and reserves for workers' compensation claims that may be required by the Colorado Department of Labor and Employment.

Introduced, considered favorably on first reading, and ordered published this 16th day of March, A.D. 2021, and to be presented for final passage on the 20th day of April, A.D. 2021.

__________________________________
Mayor

ATTEST:

_____________________________
City Clerk

Passed and adopted on final reading on this 20th day of April, A.D. 2021.

__________________________________
Mayor

ATTEST:

_____________________________
City Clerk
ORDINANCE NO. 044, 2021
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING DIVISION 6 IN ARTICLE VII OF CHAPTER 2 OF THE CODE OF THE CITY
OF FORT COLLINS CONCERNING THE CITY’S DEFENSE AND INDEMNITY OF ITS
EMPLOYEES IN CERTAIN CIVIL, CRIMINAL AND ADMINISTRATIVE MATTERS

WHEREAS, in June 1987, the City Council adopted Resolution 87-79 to affirm the City’s obligations under the Colorado Governmental Immunity Act (the “CGIA”) to its “public employees” to defend and indemnify them against certain civil claims; and

WHEREAS, as used in the CGIA, the term “public employees” includes not only compensated City employees but also City councilmembers, appointed board and commission members and authorized City volunteers; and

WHEREAS, Resolution 87-79, as amended by Resolution 94-101 adopted by City Council in June 1994, also provided that the City would, under certain circumstances, reimburse its employees for reasonable attorney fees they incur in defense of a criminal charge arising from the employee’s act or omission occurring during the performance of their City duties and within the scope of their City employment; and

WHEREAS, in December 2000, the City Council adopted Ordinance No. 176, 2000, to codify these defense and indemnity obligations by adding Division 6 to Article VII of City Code Chapter 2 (“Division 6”); and

WHEREAS, a recent review of Division 6 by City staff reveals the need to amend it to address the City’s defense and indemnity obligations to its police officers under two Colorado statutes, which obligations are in addition to the City’s obligations to all of its employees under the CGIA; and

WHEREAS, Section 29-5-111 of the Colorado Revised Statutes (“C.R.S.”) requires the City to indemnify its police officers for up to a $100,000 judgment and provide them with a defense for any torts committed by an officer within the scope of the officer’s employment with the City, regardless of any limitations on such indemnity and defense obligations imposed by the CGIA; and

WHEREAS, C.R.S. Section 13-21-131 was enacted into law in 2020 by the Colorado General Assembly as part of Senate Bill 20-217, commonly known as the Enhance Law Enforcement Integrity Act, to establish a new civil claim against police officers for the violation of person’s rights under Colorado’s Bill of Rights in Article II of the Colorado Constitution; and

WHEREAS, Section 13-21-131 requires the City to indemnify its police officers for any judgment or settlement arising under this new civil claim regardless of any limitation on this indemnity obligation in the CGIA, unless the officer is convicted of a crime related to the constitutional violation; and
WHEREAS, the review also revealed the need to add a new section to Division 6 to address the circumstance where a City employee is required, as condition of their City employment, to have and maintain a license, certification, accreditation or permit issued by an agency or branch of the federal government or of any state or local government, and an investigation, grievance, charge, complaint or other administrative action has been commenced by or with that agency or branch of government arising from the employee’s act or omission occurring during the performance of their duties and within the scope of their employment with the City and, as a result, the employee incurs costs and attorney fees in defense of that administrative action; and

WHEREAS, this Ordinance therefore adds a new section to Division 6 to require, like Code Section 2-613 does for City employees regarding certain criminal matters, the City to pay the employee’s reasonable costs and attorney fees they incur in defending the administrative action provided the administrative action results in no action being taken to reprimand the employee or to revoke, terminate or suspend the employee’s license, certification, accreditation or permit and the employee’s conduct from which the administrative action arises was not willful and wanton; and

WHEREAS, Division 6 has also been amended to generally update and provide for consistency in the wording throughout it; and

WHEREAS, the City Council determines and finds it is in the best interests of the City and its employees, and necessary for the public health, safety and welfare, for Division 6 to be amended 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 Section 2-610 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 2-610. - Public employee defined.

When used in this Division 6, the terms “public employee” and “employee” shall have the same meaning as the term “public employee” is given in Colorado Governmental Immunity Act, C.R.S. Section 24-10-103(4), C.R.S. of the Colorado Governmental Immunity Act. In addition, these terms shall include within their meaning any official of a board, commission or authority appointed by the City Council and who is also subject to removal by the City Council or City Manager, whether or not such board or commission is itself under the control of the City Council. However, with respect to any such official, the City's defense and indemnity obligations under this Division 6 shall be secondary to any insurance coverage carried by the board, commission or authority for the benefit of the official. Further, these terms may include the "public employees" (as defined in the Colorado Governmental Immunity Act, C.R.S. Section 24-
of any other governmental entity provided the City has entered into an intergovernmental agreement with that governmental entity as authorized by C.R.S. Section 29-1-203, C.R.S., and Section 16, Article II of the Charter and the intergovernmental agreement provides that the other governmental entity may participate in the City's self-insurance program as established in Division 3, Article III of Chapter 8 of this Code. However, the City's obligations to defend and indemnify the public employees of the other governmental entity under this Division 6 shall be governed by the specific terms and conditions of the parties' intergovernmental agreement.

Section 3. That Section 2-611 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 2-611. - City's defense and indemnification obligations to employees.

(a) Except as provided in paragraph (c) of this Section, the City shall assume liability, to the extent permitted by law, for the payment of all defense costs, attorneys' fees, judgments and settlements of all civil claims, except those arising under contract, against any of its present or former public employees that lie in tort or could lie in tort regardless of the type of action or form of relief chosen by the claimant and, regardless of whether or not the City itself is separately liable to the claimant, if all of the following circumstances exist:

(1) The claim against the employee arises from an act or omission of the employee occurring during the performance of the employee's duties and within the scope of the employee's employment with the City;

(2) The employee's act or omission was not "willful and wanton," that is, conduct purposely committed which the employee must have realized as dangerous, done heedlessly and recklessly, without regard to consequences, or of the rights and safety of others, particularly the person injured;

(3) The defense of sovereign or governmental immunity is not available under the Colorado Governmental Immunity Act to bar the claim against the employee, but (this circumstance, however, shall not apply to the City's obligation under this Division 6 to pay the defense costs of its employees or to pay judgments or settlements where the employee's act or omission is willful and wanton while operating an emergency vehicle within the provisions of C.R.S. Section 42-4-108(2) and (3));

(4) The employee has not compromised or settled the claim without the consent of the City;

(5) If the civil claim is asserted in a lawsuit filed against the employee that does not name the City as a co-defendant, the employee has notified the City in writing about the lawsuit within fifteen (15) days after being served with the summons and complaint;

(6) The employee has not willfully and knowingly failed to notify the City of the incident or occurrence which led to the claim within a reasonable time after such incidence or occurrence, if such incidence or occurrence could reasonably have been expected to lead to a claim; and

(7) If there exists any other prerequisite under the Colorado Governmental Immunity Act or any other applicable law to the City's obligations to defend and indemnify the employee, the employee has satisfied that prerequisite.
(b) Except as provided in paragraph (c) of this Section and in addition to the City’s obligations to defend and indemnify its employees as provided in paragraph (a) of this Section, the City shall further indemnify and defend, to the full extent required by C.R.S. Sections 13-21-131(4) and 29-5-111, its employees employed as peace officers certified by the Colorado Peace Officer Standards and Training Board.

(c) Notwithstanding paragraphs (a) and (b) of this Section, nothing in this Division 6 shall be construed as obligating the City to indemnify any of its employees for punitive or exemplary damages awarded against them in any civil action unless the City Council adopts a resolution authorizing such indemnification as provided in C.R.S. Section 24-10-118(5) or unless the City is required to do so by C.R.S. Section 13-21-131(4).

Section 4. That Section 2-612 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 2-612. - Legal representation of employees.

The City's obligation in § 2-611 to pay an employee's defense costs and attorney's fees shall apply only to legal counsel chosen and retained by the City to represent the employee in the civil action. When the City and the employee are named defendants in the same civil action, the City may retain the same legal counsel to represent them both, as well any other City employee named as a defendant in the civil action. If, however, in the judgment of the City Attorney, a conflict of interest is determined to exist between the employee and the City or any other City employee named as a defendant, the City shall retain separate legal counsel for the employee and shall be obligated under § 2-611 to pay the defense costs and attorney fees for such legal counsel as provided in § 2-611. However, except as otherwise provided in C.R.S. Sections 13-21-131(4) and 29-5-111, if a court subsequently determines that the employee's act or omission did not occur during the employee's performance of his or her duties for the City and within the scope of the employee's employment with the City, or that the act or omission of the employee was willful and wanton, the City may request, and the court is required to order, such employee to reimburse the City for its reasonable costs and attorney's fees incurred in the defense of that employee in the civil action.

Section 5. That Section 2-613 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 2-613. - Reimbursement Payment of employees' costs and attorneys' fees in criminal matters.

(a) As determined by the City Manager in consultation with the City Attorney, except as provided in paragraph (c) of this Section, The City shall pay or reimburse the reasonable defense costs and attorney's fees, as determined by the City Manager (or by the City's special legal counsel if it is the City Manager's attorney's fees being paid), incurred by an employee related to any criminal investigation conducted concerning or criminal charge filed against the employee by any agency or branch of the federal government or of any state or local government, provided all of the following circumstances exist:
(1) The investigation is conducted or the charge is formally filed by an agency of the federal government or of a state or local government;

(2) The investigation or charge arises from an alleged act or omission of the employee occurring during the performance of their duties and within the scope of their employment with the City;

(3) The investigation results in no charge being filed or any prosecution results in the dismissal or acquittal of all charges filed; and

(4) The City Manager determines that the employee’s conduct from which the investigation or charge arises was not “willful and wanton,” as this term is defined in Paragraph § 2-611(a)(2); provided, however, if it is the City Manager's attorney's fees that are being considered for payment, special legal counsel for the City shall make the determination of whether the City Manager's conduct from which the investigation or charge arises was willful and wanton, as described in Paragraph 2-611(2).

(b) As determined by the City Manager in consultation with the City Attorney, except as provided in paragraph (c) of this Section, or at the direction of the City's special legal counsel if it is the City Manager's attorney's fees that are being paid, such employee’s reasonable defense costs and fees may either be paid by the City as incurred by the employee or may be reimbursed by the City upon final disposition of the investigation or prosecution charge. In the event that such costs and fees are advanced by the City as incurred and the employee subsequently enters into a plea agreement for a criminal charge, pleads no contest or guilty to a criminal charge or is convicted of a criminal charge, investigation and/or prosecution of the charge results in a disposition other than dismissal or acquittal, the employee shall reimburse the City for the full amount of said defense costs and fees within ninety (90) days of the final disposition date of the charge.

(c) If the criminal investigation or prosecution is directed against the City Manager, City Attorney or Municipal Judge, the determinations to be made by the City Manager in consultation with the City Attorney under this § 2-613 shall be made by City Council by resolution.

Section 6. That a new Section 2-614 of the Code of the City of Fort Collins is hereby added to Division 6 of Article VII in Code Chapter 2 to read as follows:

Sec. 2-614. - Payment of employees’ costs and attorney fees in administrative matters.

(a) As determined by the City Manager in consultation with the City Attorney, except as provided in paragraph (c) of this Section, the City shall pay the reasonable defense costs and attorney fees incurred by a City employee related to any investigation, grievance, charge, complaint or other administrative action commenced, taken or filed against the employee by any agency or branch of the federal government or of any state or local government concerning any license, certification, accreditation or permit the employee is required to have and maintain as a condition of their employment with the City (“Administrative Action”), provided all of the following circumstances exist:
(1) The Administrative Action arises from an alleged act or omission of the employee occurring during the performance of their duties and within the scope of their employment with the City;

(2) The Administrative Action results in no action being taken by the government or agency or branch thereof to reprimand the employee or to revoke, terminate or suspend the employee’s license, certification, accreditation or permit; and

(4) The employee’s conduct from which the Administrative Action arises was not “willful and wanton,” as this term is defined in § 2-611(a)(2).

(b) As determined by the City Manager in consultation with the City Attorney, except as provided in paragraph (c) of this Section, the employee’s reasonable defense costs and attorney fees may be paid by the City as incurred by the employee or may be reimbursed by the City upon final disposition of the Administrative Action. In the event such costs and fees costs are paid by the City as incurred and the Administrative Action results in the employee being reprimanded or in the employee’s license, certification, accreditation or permit being revoked, terminated or suspended, the employee shall reimburse the City for the full amount of said costs and fees within ninety (90) days of the final disposition date of the Administrative Action.

(c) If the Administrative Action is directed against the City Manager, City Attorney or Municipal Judge, the determinations to be made by the City Manager in consultation with the City Attorney under this § 2-614 shall be made by City Council by resolution.

Section 7. That the current Section 2-614 of the Code of the City of Fort Collins is renumbered to Section 2-615 and amended to read as follows:

Sec. 2-614/615. - No liability to third parties.

The City's assumption of liability in this Division 6 shall not be construed so as to expand in any way the City's liability to third-party claimants, whether under the provisions of the Colorado Governmental Immunity Act or otherwise under any other law or legal authority.

Introduced, considered favorably on first reading, and ordered published this 16th day of March, A.D. 2021, and to be presented for final passage on the 20th day of April, A.D. 2021.

_____________________________
Mayor

ATTEST:

_____________________________
City Clerk

-6-
Passed and adopted on final reading on this 20th day of April, A.D. 2021.

______________________________
Mayor

ATTEST:

______________________________
City Clerk
AGENDA ITEM SUMMARY
City Council

March 16, 2021

STAFF

Sue Beck-Ferkiss, Social Policy and Housing Programs Manager
Jackie Kozak-Thiel, Chief Sustainability Officer
Ingrid Decker, Legal

SUBJECT


EXECUTIVE SUMMARY

The purpose of this item is to replace the right of reverter clause in the Land Bank program with a more flexible requirement that can be tailored to each project. Currently, the right of reverter would allow the City to seize property if the Land Banking Code requirements are not met, but this possibility makes it difficult, if not impossible, for developers of affordable housing to obtain financing for their projects on Land Bank parcels. The proposed amendments to City Code in the Ordinance retain the requirement that the City secure permanent affordability to the greatest extent possible, through a deed restriction, covenant or such others instrument or instruments as the City Manager and City Attorney deem appropriate but do not lock the City into one remedy for non-compliance.

STAFF RECOMMENDATION

Staff recommends adoption of Ordinance on First Reading.

BACKGROUND / DISCUSSION

While the Land Bank Program was created in City Code in 2001, it was not until 2016 that the City sold the first parcel, on West Horsetooth Road, to be developed as affordable housing. During and after the negotiation of the sale of the Horsetooth parcel for the Village on Horsetooth several issues were identified where improvements could strengthen the program. One was that the primary lender on the project had not realized that the City’s deed conveying the property contained the right of reverter required by the City Code. City staff was advised that had the lender realized that remedy existed, giving it no recourse if its borrower defaulted on the City’s requirements, it would likely not have financed the project. In 2018, Council approved specific changes to the Land Banking City Code language to address several issues with the Land Bank process, including a requirement that the City provide to both the property owner and any lender notice and an opportunity to cure any non-compliance with the requirements of the Code before the City could retake the property.

Providing notice and an opportunity to cure was a step in the right direction, but it did not go far enough to mitigate the issues raised by developers and their lenders. The City is now working with development partners on a second Land Bank project on a parcel on Kechter Road, and the right of reverter has been raised again as a potential barrier to financing for the proposed project, currently in the development review process.

The right of reverter language was in the original Land Bank Ordinance as a method for ensuring long term affordability. While the right of reverter would pose the least financial risk to the City as it could just take back the property if the property owner is not meeting the requirements of the Land Bank ordinance, City staff likely
did not have enough knowledge at the time about how that right could impact project financing or did not consider that potential private lenders might be unwilling to assume all the risk. We have since learned that banks providing construction loans or permanent financing for projects are generally unwilling to lend on a project where they risk losing the collateral securing the loan with no compensation.

All interested parties want development on the Land Bank land to comply with the construction timeline and affordability requirements in Section 23-354 of the City Code now and in the future. That might look different for different development projects depending on whether they are ownership or rental projects, and how they are structured. There are other options for ensuring affordability that may be more suited to various developments on Land Bank parcels, and enforcement details would be negotiated accordingly. For example:

- The City could, when it sells a property to a housing provider, place an affordability covenant or deed restriction on the property that would be binding on future owners and, if the primary lender agrees, would remain in a superior position on the title to the property, ahead of any bank loans. That means if the property owner defaulted on its loan and the bank foreclosed, the affordability covenant would remain on the property regardless of who the next owner was. If the affordability requirements were not met, the City would not take back ownership of the property but could enforce the covenant through a court order. This approach would meet the City’s goal of ensuring affordability in the future without the City having to seize, own and manage, and try to resell an affordable housing project.

- In addition to or instead of a covenant, the City may hold a deed of trust on the property depending on how the sale of the property to the housing provider is structured, and whether the City is providing any additional funding for the project. The deed of trust could require compliance with the timing and affordability restrictions in the Land Bank ordinance by giving the City the right to foreclose and take back ownership of the property, although the City would likely have to pay off or assume any superior outstanding loan.

Because the best way to structure permanent affordability requirements is unique to individual projects, City Code language must be flexible enough to accomplish that end. The flexibility permitted by this City Code change should remove the financing challenge identified for developments on Land Bank parcels.

**BOARD / COMMISSION RECOMMENDATION**

At the March 4, 2021 meeting, the Affordable Housing Board voted unanimously to support the change in City Code.

**PUBLIC OUTREACH**

While no public outreach has been conducted at this time, this issue was included in outreach on the Land Bank program update in 2018 resulting in the inclusion of notice of noncompliance and an opportunity to cure. Also, staff has been contacted about the financing issue from developers and lenders in the community.

**ATTACHMENTS**

1. Affordable Housing Board Minutes (draft)  (PDF)
1. CALL TO ORDER: 4:02

2. ROLL CALL
   - Board Members Present: Kristin Fritz, Jen Bray, John Singleton, Tatiana Zentner, Diane Cohn, Daphne Bear
   - Board Members Absent: Bob Pawlikowski
   - Staff Members Present: Sue Beck-Ferkiss, Brittany Depew
   - Community Members: John [no last name listed]

3. AGENDA REVIEW

4. CITIZEN PARTICIPATION
   - John – Shared some concerns about Kechter townhomes and impacts on traffic and thoughts on the Housing Strategic Plan.

5. APPROVAL OF MINUTES
   - Diane moved to approve February minutes.
   - John seconded. Approved 6-0.

6. NEW BUSINESS

   EXCERPTED FOR REVERTER ISSUE ONLY

1. RECOMMENDED LAND BANK CODE CHANGE – SUE BECK-FERKISS

   Land Bank Reverter Clause currently in code states that the City can take land back in cases of noncompliance. City wants to update language to increase flexibility in response to noncompliance issues. Potential investors, lenders and developers have had issues with how it’s currently worded. Would provide development-specific remedies for noncompliance with City Code’s requirements for the Land Bank Program.

   Discussion:
   - How does this affect Kechter?
     - It might affect Kechter, but more important it’s a change for the betterment of the whole program.
   - Has there been investor feedback or review?
     - Have received legal feedback and no concerns.
   - Feels like a big improvement.
   - Happy to see these modifications because every deal is different.
This code language allows for solutions to be crafted individually depending on each specific situation.

- The Board supports the overall idea but feel unable to respond to specific Code language.

Jen made a motion to recommend changing city code language to replace the codified right of reverter with development specific documents providing legal remedies for non-compliance. John seconded. 6-0-0.
ORDINANCE NO. 045, 2021
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING SECTION 23-354 OF THE CODE OF THE CITY OF FORT COLLINS
REGARDING DISPOSITION OF LAND BANK PROPERTY

WHEREAS, on April 17, 2001, the City Council adopted Ordinance No. 048, 2001, enacting Article XIII of 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, on April 5, 2016, the City Council adopted Ordinance No. 034, 2016, which amended Section 23-354 of the City Code to provide flexibility in income targets for the land bank program and facilitate the first sale and development of a land bank parcel (the “Horsetooth Project”); and

WHEREAS, in 2016 the City Council also directed City staff to conduct a comprehensive review of the land bank program and recommend updates; and

WHEREAS, to protect the City’s interest in maintaining affordable housing units in perpetuity, the land bank Code provisions were originally drafted to include a requirement that if the housing provider who purchased a land bank parcel did not meet certain development deadlines, or if the housing provider or future owners of the property did not continue to use it for affordable housing, the property would automatically revert to the City’s ownership; and

WHEREAS, during the Horsetooth Project it became clear that this right of reverter retained by the City makes it difficult, if not impossible, for affordable housing developers to secure financing for a project on a land bank parcel, because of the risk to lenders that, if the developer defaulted on the City’s requirements, the City could retake the property and the lender would lose the collateral for its loan; and

WHEREAS, on March 6, 2018, the City Council adopted Ordinance No. 037, 2018, making numerous updates to the land bank provisions of the City Code, including a requirement that the City give the housing provider and any lenders notice and an opportunity to cure any defaults before retaking title to a property; and

WHEREAS, while the 2018 changes were a step in the right direction, housing providers and lenders have since advised City staff that the right of reverter is still too severe a remedy, and will likely prevent housing providers from securing financing for future development projects on land bank properties; and

WHEREAS, the City has other alternatives for ensuring compliance with the project timeline and affordability requirements of the land bank Code provisions, including deed restrictions, covenants, or deeds of trust, which would still give the City the right to legally enforce its requirements, but would not allow the City to retake ownership of a land bank parcel
without making financial arrangements with the primary lender or lenders on a housing project; and

WHEREAS, which legal instruments would be appropriate for each development project depends on the nature of the development and the funding sources required, so City staff has recommended amendments to the City Code that would give the City Manager, in consultation with the City Attorney, the flexibility to determine which legal instruments are most appropriate for a given project, and negotiate the specific terms of those instruments with a selected housing provider and its lenders; and

WHEREAS, the sale of a land bank parcel for a particular project would still be subject to approval by the City Council; and

WHEREAS, the City Council finds it is in the best interests of the City and its citizens to facilitate the sale and development of City-owned land bank properties by amending the City Code as described herein.

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 23-354 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 23-354. - Disposition of land bank property.

In addition to the criteria established for the disposition of property in Article IV of this Chapter, no property or portion of a property acquired pursuant to this Article shall be sold by the City except in accordance with the following criteria:

... (3) Upon acquisition The City’s conveyance of the property from the City to the housing provider shall be made subject to a deed restriction, covenant or such other instrument or instruments as the City Manager, in consultation with the City Attorney, deems appropriate, which shall run with the title to the property and obligate the housing provider to commence development of all housing within twenty-four (24) months of having acquired the land and shall to obtain building permits for the construction of all such housing units within forty-eight (48) months of acquisition of the property. If all such building permits have not been obtained by the housing provider within the aforesaid periods of time, then title to that portion of the property for which building permits have not been issued shall revert to the City, provided that the City shall first give notice to the housing provider and any lenders of record of any violation of this requirement and allow a period of not less than sixty (60) days to cure the violation. Said possibility of reverter shall be contained in any deeds conveying said land to such housing provider. If the development requirements are not met, the City will be entitled
to pursue the remedies described in such instruments. Any extension of the aforesaid periods of time shall be valid only if approved by the City Manager upon finding that the housing provider has exerted a good faith and diligent effort in pursuing the development but has suffered delays caused by unforeseen circumstances not reasonably within the control of the housing provider.

(4) Any property sold by the City for affordable housing under the authority of this Section shall also be made subject to a deed restriction, covenant or such other instrument or instruments as the City Manager, in consultation with the City Attorney, deems appropriate, which shall run with the title to the property, limiting the use of the property to affordable housing as described herein and requiring, to the greatest extent feasible, that if the property is subsequently resold or transferred by the original housing provider, the purchaser and any all subsequent owners of such property must continue to use such property for affordable housing. If said property is ever not so used, then the City will be entitled to pursue the remedies described in such instruments, may re-enter and recover title to all such property, provided that the City shall first give notice to the record owner of the property and any lenders of record of any violation of this requirement and allow a period of not less than sixty (60) days to cure the violation. The deed conveying the property from the City to such housing provider shall contain such right of entry for condition broken, which provision shall run with the title to the property.

…

Introduced, considered favorably on first reading, and ordered published this 16th day of March, A.D. 2021 and to be presented for final passage on the 20th day of April, A.D. 2021.

__________________________________
Mayor

ATTEST:

_____________________________
City Clerk
Passed and adopted on final reading on this 20th day of April, A.D. 2021.

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Mayor

ATTEST:

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City Clerk
AGENDA ITEM SUMMARY
March 16, 2021

STAFF
Matt Zoccali, Environmental Regulatory Affairs Manager
Mark Kempton, Water Production Manager
Cyril Vidergar, Legal

SUBJECT

EXECUTIVE SUMMARY
The purpose of this item is to consider an appropriation of funds for the unanticipated needs of post-fire watershed restoration treatments and operational costs associated with treating water supplies impacted by the 2020 Cameron Peak wildfire.

This AIS summarizes the current and anticipated impacts from the 2020 Cameron Peak wildfire on water quality, water treatment and water supply planning, and expected funding needs for post-fire watershed restoration and to support water treatment operations in 2021. Staff will also provide a summary of an IGA for cost-sharing the needed post-fire watershed restoration treatments with partnering public water providers.

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

BACKGROUND / DISCUSSION
The unprecedented 2020 summer and fall wildfire season resulted in nearly 400,000 acres of burned landscape in critical watersheds that provide source water supplies to communities in Larimer and Weld counties, including Fort Collins and Greeley. These communities receive water supplies from the Cache La Poudre River, the Colorado-Big Thompson (CB-T) system, and associated high mountain reservoirs, which were impacted by the Cameron Peak and East Troublesome wildfires. Northern Water (Conservation District) is managing the response and recovery to the East Troublesome Fire. The work proposed in 2021 pertains specifically to impacts from the Cameron Peak Fire. The after-effects of widespread forest fires typically include more frequent and flash flooding following rain and snowmelt runoff events, leading to increased ash and sediment in rivers, increased likelihood of debris flows, and an overall degradation of water quality, particularly after thunderstorms.

The water quality impacts of post-fire debris and sediment flows following rain events are often sudden, severe, and can render the Poudre River water supply temporarily untreatable. In these cases, as followed the 2012 High Park Fire, the ability to rely on Horsetooth Reservoir water is critical for the continuity of water treatment operations. Real-time water quality sensors on the Poudre River ensure changes in water quality are detected early enough to allow City water utility operations to effectively bypass the river water until conditions improve.
The primary purpose of post-fire treatments like the application of mulch or other groundcover, is to decrease erosion and hold soil in place, thereby giving the chance for vegetation to reestablish and minimize the downstream impacts to property, infrastructure, water quality and aquatic life. In cases where stabilization is not feasible or is ineffective, downstream treatments like wattles or sediment catchment basins are designed to spread out, capture or relocate sediment and debris, keeping it off roadways and away from homes and water supply infrastructure, and out of the main river channel.

POST-FIRE WATERSHED RECOVERY APPROPRIATION

A group of regional stakeholders, referred to as “Water Providers”, worked with a consultant (JW Associates) to develop an initial watershed assessment of post-fire conditions to identify priority areas for mitigation treatments. (Attachment 1) The assessment incorporated various public data sets including slope, soil burn severity, debris flow probabilities, and hillslope sediment delivery estimates. Other factors considered included the location of key water supplies, land ownership and management designations (e.g., Federal Wilderness Areas). This approach has initially identified approximately 10,000-18,000 acres of moderate to severely burned areas that meet criteria suitable for treatments, at an estimated cost of $19 - $38 million dollars, depending on the type and extent of treatments.

The typical types of treatments considered included aerial wood shred mulching, installation of straw erosion wattles, sediment catchment basins, and stream grade control structures. Studies conducted after the 2012 High Park Fire, supported a broader body of research showing that wood mulching is highly effective at reducing hillslope erosion. The working assumption when approaching this type of post-fire mitigation work is that there is greater cost-benefit to holding the sediment on the hillslopes than later dredging it out of the river, reservoirs, and diversion structures. While the treatment needs far outweigh the financial resources available for post-Cameron Peak Fire work, the prioritization process for selecting treatment areas will allow the City and other Water Providers to maximize the benefit of all available financial resources.

Many uncertainties remain around the extent and timing of the start of post-fire recovery work. As soon as the weather and ground conditions allow, the areas initially identified as highest priority for treatments need to be field-verified to ensure the feasibility of actual treatment application and construction. The target start for aerial mulching is May - June, or as soon as target areas are snow-free. A second assessment of needed treatment will likely occur in Fall of 2021 to identify remaining treatment needs not addressed during the initial implementation phase (Spring and Summer of 2021). This future work would be addressed with any remaining funds from 2021 and future appropriation requests as needed.

Other uncertainties include the ultimate number of cost-sharing partners, the amount of available State grant funds, the outcome of efforts with Federal and State delegates to appropriate additional funding assistance, and the possible eligibility of use of said funds on USFS lands, including in federally designated Wilderness Areas. Staff are engaged in discussions with various State and Federal agencies as well as Congressional representatives and State leaders to convey the need for additional funding resources for fire recovery. Ultimately, the availability of additional State and Federal assistance funds could significantly increase and in turn, would greatly help minimizing post-fire impacts to water supplies. The timing on any of these decisions is unknown and the urgency of the work requires moving forward with currently available resources.

Proposed Post-Fire Emergency Watershed Treatments & Associated Costs ($4,000,000)

- Aerial Wood Mulching of highest priority areas = $1,000 - $3,000 / acre
  - $3.7 Million addresses 2,500 - 7,500 acres out of the 10,000 acres identified as highest priority.
- Wattles, stream grade control, sediment catchments = $265,000
- Project Management Support = $35,000

WATER TREATMENT OPERATIONS

Staff estimates unanticipated operating and capital costs for the Water Treatment Facility associated with the wildfires of up to an additional $1,000,000 in 2021. As more is known about the impacts of both fires on the City’s water quality and water supply, work items and estimated costs may be revised. In the meantime,
Utilities staff will work to mitigate unanticipated costs and find innovative and practical solutions to this unprecedented event.

**2021 Unanticipated Water Treatment O&M and Capital cost estimates ($1,000,000)**

- Poudre Intake sediment removal = $500,000
- Additional water treatment chemicals = $300,000
- Solids handling/drying temporary improvements = $50,000
- Water treatment and watershed studies/monitoring = $50,000
- Joe Wright Reservoir Mitigation = $50,000
- Potential water restrictions outreach and staffing = $50,000

The Water Shortage Action Plan (adopted by Council in 2020) outlines a process for reviewing and evaluating demand management needs to respond to potential water shortages, which could be exacerbated by post-fire impacts to water quality. Facing uncertainty around water quality this year, staff is working to be prepared for a potential water shortage. On March 18, staff will get input from Water Board on a voluntary approach, to create customer awareness, as monitoring and evaluation continues. Following Water Board’s review, a recommendation will be provided to the City Manager.

**INTERGOVERNMENTAL AGREEMENT FOR COST-SHARING CAMERON PEAK WILDFIRE RECOVERY TREATMENTS**

The City, City of Greeley and Larimer County propose entering into an IGA regarding cost-sharing and reimbursements for post-fire treatments approved under the federal Natural Resources Conservation Service (NRCS) Emergency Watershed Protection (EWP) assistance program. Staff will bring a resolution for approval of the IGA for consideration on April 20, 2021 with second reading of the appropriation ordinance. (Attachment 2)

The purpose of the NRCS EWP Program is to fund emergency hillslope stabilization measures on private and State lands, designed for the protection of life and property, including community water supplies. Larimer County and Greeley were approved as fiscal sponsors for this program and contracted with the NRCS for the use of and reimbursement of recovery expenses up to 80% for construction and 100% for technical assistance. The 20% cost share for construction projects (treatments) will be shared between participants of this agreement. Under Greeley’s sponsor agreement, they will be responsible for addressing necessary watershed and water supply protection treatments and Larimer County will address private resident needs and critical road, bridge, and other infrastructure outside of the public right of way. The City does not anticipate cost-sharing for projects under the County’s scope of EWP work, except for where a particular project provides mutual benefit for water supplies as well as private property infrastructure.

The proposed IGA identifies the City, Greeley and Larimer County as the Managing Entities and is designed to allow additional parties (Participating Entities) to join, as they can bring funding for projects relevant to their interests. This structure provides flexibility for adding partners as treatment needs are identified and enables participants to direct funding to projects that address their specific values at risk.

The proposed agreement has provisions for identification and funding of projects based on share interest of parties. It specifies that Greeley will receive reimbursement of 80% of costs of work completed under the NRCS EWP contract and the remaining 20% cost-match will be divided among the Managing and Participating Entities for the specified projects. The conventional cost-sharing methodology is based on proportional use of Poudre River water supplies.

In addition, the IGA identifies the agreement between the City and Greeley to share the cost for a project manager to be employed by the Coalition for the Poudre River Watershed (CPRW) for the purpose of supporting implementation of EWP projects. The need for this position will depend upon the scope of work for 2021 - 2022.
CITY FINANCIAL IMPACTS

In October 2020, Council approved a two percent water rate increase one year earlier than previously planned, which provides approximately $600,000 to address post fire needs. (Attachment 3) In addition, there are $1,800,000 in unused funds from the Horsetooth Outlet Project, and operating revenues in the Water Fund that exceeded projected 2020 budget. In total, there are approximately $5,000,000 of Water Fund funds available for fire recovery needs.

In addition to anticipated revenue and reserves proposed for application for post-2020 fire watershed recovery needs, the incremental $600,000 of Water Utility revenues referenced above will be accompanied by contribution on behalf of the General Fund of the 6% “payment in lieu of taxes and franchise” (PILOT) collected from water customers, pursuant to Art. XII, Sec. 6 of the City Charter and City Code §§ 26-118(c) and 26-714. This amounts to $36,000, the inclusion of which makes the total amount requested for appropriation in the proposed Ordinance $5,036,000.

Staff proposes that this requested appropriation for 2021 be funded with these identified resources. Use of these funds would not require an additional rate increase at this time, nor would it impact the current timeline or funding for planned capital investments. It is anticipated, however, that additional appropriations and/or rate increases may be needed in future years.

BOARD / COMMISSION RECOMMENDATION

Staff met with the Water Board and the Council Finance Committee throughout this process. Specific details are as follows:

Utilities Water Board

At its February 18, 2021 meeting, the Water Board unanimously voted to recommend that Council adopt both the appropriation for wildfire response and recovery as well as the request for the City to enter into an IGA for cost-sharing of post-wildfire watershed recovery work with the City of Greeley, Larimer County, and other local water providers. (Attachment 4)

Council Finance Committee

At its February 22, 2021 meeting, the Council Finance Committee unanimously voted to approve sending forward for Council consideration an appropriation request for post-fire response and recovery and the request to enter into an IGA for cost-sharing post-wildfire watershed recovery work. (Attachment 5)

PUBLIC OUTREACH

A City Wildfire Response and Recovery team was convened the afternoon that the Cameron Peak Fire ignited, on August 13, 2020. Since that day, the team has been coordinating and meeting with our partners at the City of Greeley, Larimer County, Northern Water Conservancy District, the Coalition for a Poudre River Watershed, the Tri-Districts, and others. City staff are also participating members of several sub-groups associated with the Larimer Recovery Collaborative, an effort led by Larimer County Office of Emergency Management. This includes a regional Public Information Office (PIO) communications subgroup that is coordinating outreach efforts. In addition, the Collaborative is looking at all aspects of recovery, such as infrastructure, communications, water, debris management, public health, economic health, and individual needs, such as spiritual care and community advocacy.

A draft Communications and Engagement Plan is being developed to communicate with internal and external stakeholders, key businesses, and the community. Communications and outreach efforts will focus on watershed/wildfire recovery, water restrictions and water quality. Several communications and outreach efforts are currently being planned, including internal and external websites and dashboards, a collaborative project with Coalition for the Poudre River Watershed that includes recovery time-lapse footage, social media, education programs with a forestry class at Front Range Community College, and more.
Staff will provide quarterly updates to Council on activities and expenditures related to watershed recovery, water supply and quality, water shortage response planning, and water treatment operations for the remainder of 2021.

ATTACHMENTS

1. Watershed Hazards Assessment and Treatments (PDF)
2. Intergovernmental Agreement (draft) (PDF)
3. Work Session, October 13, 2020 (PDF)
4. Water Board Minutes (draft) (PDF)
5. Council Finance Committee Minutes (draft) (PDF)
Cameron Peak Fire
Draft Watershed Hazards, Treatments and Targeting Prioritization

Legend
- 6th Level Watersheds
- Cameron Peak Watersheds
- Post-fire Watershed Composite
  - Lowest
  - Low
  - Moderate
  - High
  - Highest

February 2021

Prepared by;
JW Associates
Breckenridge, Colorado
jw-associates.org
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Introduction

This report presents a post-fire watershed hazard analysis completed to identify post-fire hazards to water supply, including the methods and results of an assessment of the Zones of Concern, post-fire watershed hazards, and potential treatments to minimize effects and target locations for those treatments. Water supplies for the cities of Fort Collins and Greeley, as well as a portion of the Colorado-Big Thompson Project, are at risk from post-fire sediment yield, peakflow and debris flow increases.

The Cameron Peak Fire burned 208,913 acres in Larimer County in Northern Colorado between August and October 2020 (Figure 1). This fire is the largest recorded wildfire in Colorado history. Drought conditions in the summer and fall of 2020 in Colorado also led to the 2nd and 3rd largest wildfires in Colorado History. The conditions were summarized in the US Forest Service Burned Area Emergency Response (BAER) as follows.

"On the Cameron Peak Fire, extreme temperatures, low humidity, rough terrain and gusty winds reaching over 70 miles per hour contributed to extreme fire behavior and rapid rates of spread. Another contributing factor to fire growth was the large amount of beetle kill trees and the drought-stricken Ponderosa Pine, Engelmann Spruce and mixed conifer stands available as fuel."

The Cameron Peak Fire burned primarily on USDA Forest Service land within the Arapaho and Roosevelt National Forests (Table 1). However, the fire also burned a large area of private land and additional federal land within Rocky Mountain National Park.

<table>
<thead>
<tr>
<th>Land Ownership</th>
<th>Area (acres)</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Fort Collins</td>
<td>2,000</td>
</tr>
<tr>
<td>City of Greeley</td>
<td>199</td>
</tr>
<tr>
<td>Colorado Division of Wildlife</td>
<td>863</td>
</tr>
<tr>
<td>Colorado State Land Board</td>
<td>1,834</td>
</tr>
<tr>
<td>Colorado State University</td>
<td>594</td>
</tr>
<tr>
<td>National Park Service</td>
<td>7,502</td>
</tr>
<tr>
<td>Private</td>
<td>21,697</td>
</tr>
<tr>
<td>USDA Forest Service</td>
<td>174,071</td>
</tr>
</tbody>
</table>
Figure 1. Cameron Peak Fire Land Ownership.

Legend
- Cameron Peak Fire 6th Level Watersheds
- Land Ownership
  - Private
  - Federal (BOC, FWS, NPS)
  - BLM
  - State
  - Local
  - NGO/Land Trust
  - Wilderness Areas

Map details include various geographical features such as mountains, rivers, and landmarks.
The fire burned portions of various special management area designations including Bliss State Wildlife Area, Bobcat Ridge Natural Area, CSU Pingree Park Campus, Sheep Creek Research Natural Area, State Forest State Park and four wilderness areas (Table 2).

Table 2. Cameron Peak Fire Burned Area in Wilderness Areas.

<table>
<thead>
<tr>
<th>Wilderness Area</th>
<th>Area (acres)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cache La Poudre Wilderness</td>
<td>22</td>
</tr>
<tr>
<td>Comanche Peak Wilderness</td>
<td>40,374</td>
</tr>
<tr>
<td>Neota Wilderness</td>
<td>24</td>
</tr>
<tr>
<td>Rawah Wilderness</td>
<td>5,168</td>
</tr>
</tbody>
</table>

Zones of Concern

Zones of Concern (ZoC) are source water areas (i.e. watershed areas) above important surface water supply features such as intakes, upstream diversion points, and drinking water supply reservoirs. High hazard small watersheds are typically steep, erosive and/or prone to debris flows. In post-fire conditions, these watersheds have a higher potential than others to deliver higher peak flows, and contribute increased amounts of sediments and debris, to important water supply features located within the Zones of Concern. Zones of Concern were initially identified in the Cache La Poudre Wildfire/Watershed Assessment (JW Associates 2010) and then modified in the Cache La Poudre in the Upper Poudre Watershed Resilience Plan (JW Associates 2017). Post-fire sediment and runoff traveled much further than was expected following the High Park Fire (2012). Therefore, the Cache La Poudre Zone of Concern was extended upstream for this analysis. Zones of Concern were identified in the Big Thompson River in the Small Watershed Targeting & Zones of Concern Prioritization for the Colorado-Big Thompson Project (JW Associates 2020).

The Zones of Concern for the Cameron Peak Fire are shown on Figure 2 and displayed in Table 3. Table 3 also displays the percentage of moderate and high soil burn severity within each Zone of Concern. A number of the Zones of Concern have relatively large percentages of moderate and high soil burn severity. A Zone of Concern with 20 percent or higher would be expected to have adverse effects from post-fire hydrologic changes. Some Zones of Concern, such as Cache La Poudre, are quite large and have higher than 20 percent.

Recommended treatments for reducing post-fire effects for these Zones of Concern will be described later in this assessment.
<table>
<thead>
<tr>
<th>Zone of Concern</th>
<th>Water Supply Agency</th>
<th>Area (acres)</th>
<th>Moderate &amp; High Soil Burn Severity (acres)</th>
<th>Moderate &amp; High Soil Burn Severity (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Barnes Meadow Reservoir</td>
<td>Greeley</td>
<td>1,931</td>
<td>675</td>
<td>35%</td>
</tr>
<tr>
<td>Cache La Poudre River</td>
<td>Numerous</td>
<td>219,655</td>
<td>51,486</td>
<td>23%</td>
</tr>
<tr>
<td>Chambers Lake</td>
<td>Water Supply &amp; Storage Company</td>
<td>16,632</td>
<td>2,850</td>
<td>17%</td>
</tr>
<tr>
<td>Comanche Reservoir</td>
<td>Greeley</td>
<td>7,565</td>
<td>1,756</td>
<td>23%</td>
</tr>
<tr>
<td>Hourglass Reservoir</td>
<td>Greeley</td>
<td>2,765</td>
<td>244</td>
<td>9%</td>
</tr>
<tr>
<td>Joe Wright Reservoir</td>
<td>Fort Collins</td>
<td>3,828</td>
<td>136</td>
<td>4%</td>
</tr>
<tr>
<td>Lower Big Thompson</td>
<td>Northern Water</td>
<td>35,355</td>
<td>636</td>
<td>2%</td>
</tr>
<tr>
<td>North Fork Big Thompson</td>
<td>Northern Water</td>
<td>43,146</td>
<td>3,988</td>
<td>9%</td>
</tr>
<tr>
<td>Peterson Lake</td>
<td>Greeley</td>
<td>1,683</td>
<td>423</td>
<td>25%</td>
</tr>
<tr>
<td>Skyline Ditch</td>
<td>Water Supply &amp; Storage Company</td>
<td>2,360</td>
<td>1,036</td>
<td>44%</td>
</tr>
<tr>
<td>Totals</td>
<td></td>
<td>334,922</td>
<td>63,231</td>
<td></td>
</tr>
</tbody>
</table>
Figure 2. Cameron Peak Fire Zone of Concern.
Watershed Hazard Analysis

This analysis identifies watersheds that could pose a threat within the identified Zones of Concern, ranks the watersheds in terms of risk to the system and targets these watersheds for appropriate post-fire treatments. The analysis of watershed hazards is based on small (seventh-level or HUC 14) watersheds. Some of the HUC14 watersheds were created for the Upper Poudre Watershed Resilience Plan (JW Associates 2017) and the Small Watershed Targeting & Zones of Concern Prioritization for the Colorado-Big Thompson Project (JW Associates 2020). Additional HUC14 watersheds were delineated for this analysis. There are 26 sixth-level (HUC12) watersheds that were mostly or partly burned in the fire. Within this area there are 170 seventh-level (HUC14) watersheds were part of the hazard analysis (Table 4 and Appendix A). The total area of the seventh-level watersheds is 287,478 acres which is larger than the burned area because some watersheds were only partly burned.

The small watersheds (Seventh-level or HUC14) were delineated with the goal of identifying hazards in specific small watersheds that would be targets of post-fire actions. These watersheds were analyzed and ranked based upon the following hazard components;

1. Soil Burn Severity
2. Hillslope Erosion
3. Debris Flow
4. Road Composite
5. Post-fire Composite Watershed Rank

The calculation of ranking for each seventh-level watershed was completed as follows:

6. Calculate each component hazard based on the percentage of each small watershed (or other metrics).
7. Scale the results so that they fall within the five categories with a reasonable distribution.
8. Round the scaled result to the nearest whole number (retain the number for Composite Hazard Ranking).
9. Create a map of the results using the following scheme:
   - Category 1 - Lowest
   - Category 2 - Low
   - Category 3 - Moderate
   - Category 4 - High
   - Category 5 - Highest
## Table 4. Sixth- & Seventh-Level Watersheds in the Cameron Peak Fire Hazard Analysis.

<table>
<thead>
<tr>
<th>Sixth-Level Watershed</th>
<th>12 Code HUC</th>
<th># of Seventh-Level Watersheds</th>
<th>Area (acres)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laramie River-Rawah Creek</td>
<td>101800100101</td>
<td>7</td>
<td>6,320</td>
</tr>
<tr>
<td>Headwaters North Fork Thompson River</td>
<td>101900060102</td>
<td>6</td>
<td>11,059</td>
</tr>
<tr>
<td>Miller Fork</td>
<td>101900060103</td>
<td>7</td>
<td>8,933</td>
</tr>
<tr>
<td>Outlet North Fork Thompson River</td>
<td>101900060104</td>
<td>5</td>
<td>5,498</td>
</tr>
<tr>
<td>Upper Buckhorn Creek</td>
<td>101900060301</td>
<td>15</td>
<td>26,306</td>
</tr>
<tr>
<td>Middle Buckhorn Creek</td>
<td>101900060302</td>
<td>9</td>
<td>18,434</td>
</tr>
<tr>
<td>Redstone Creek</td>
<td>101900060303</td>
<td>2</td>
<td>4,398</td>
</tr>
<tr>
<td>Lower Buckhorn Creek</td>
<td>101900060304</td>
<td>6</td>
<td>10,193</td>
</tr>
<tr>
<td>Cedar Creek</td>
<td>101900060601</td>
<td>6</td>
<td>9,411</td>
</tr>
<tr>
<td>Beaver Creek</td>
<td>101900070101</td>
<td>6</td>
<td>12,447</td>
</tr>
<tr>
<td>Headwaters South Fork Cache La Poudre River</td>
<td>101900070102</td>
<td>3</td>
<td>6,697</td>
</tr>
<tr>
<td>Pennock Creek</td>
<td>101900070103</td>
<td>2</td>
<td>3,410</td>
</tr>
<tr>
<td>Little Beaver Creek</td>
<td>101900070104</td>
<td>6</td>
<td>11,562</td>
</tr>
<tr>
<td>Pendergrass Creek-South Fork Cache La Poudre River</td>
<td>101900070105</td>
<td>5</td>
<td>11,754</td>
</tr>
<tr>
<td>Hague Creek</td>
<td>101900070201</td>
<td>4</td>
<td>8,685</td>
</tr>
<tr>
<td>Headwaters Cache La Poudre River</td>
<td>101900070202</td>
<td>1</td>
<td>1,378</td>
</tr>
<tr>
<td>La Poudre Pass Creek</td>
<td>101900070203</td>
<td>3</td>
<td>2,775</td>
</tr>
<tr>
<td>Joe Wright Creek</td>
<td>101900070204</td>
<td>11</td>
<td>15,941</td>
</tr>
<tr>
<td>Willow Creek-Cache La Poudre River</td>
<td>101900070205</td>
<td>10</td>
<td>17,995</td>
</tr>
<tr>
<td>Sheep Creek</td>
<td>101900070206</td>
<td>8</td>
<td>13,966</td>
</tr>
<tr>
<td>Roaring Creek</td>
<td>101900070207</td>
<td>4</td>
<td>6,836</td>
</tr>
<tr>
<td>Black Hollow-Cache La Poudre River</td>
<td>101900070208</td>
<td>22</td>
<td>37,739</td>
</tr>
<tr>
<td>Bennet Creek</td>
<td>101900070209</td>
<td>5</td>
<td>9,210</td>
</tr>
<tr>
<td>Sevenmile Creek-Cache La Poudre River</td>
<td>101900070210</td>
<td>5</td>
<td>8,695</td>
</tr>
<tr>
<td>Elkhorn Creek</td>
<td>101900070301</td>
<td>8</td>
<td>11,737</td>
</tr>
<tr>
<td>South Fork Lone Pine Creek</td>
<td>101900070601</td>
<td>4</td>
<td>6,098</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>170</strong></td>
<td><strong>287,478</strong></td>
</tr>
</tbody>
</table>
Component 1 - Soil Burn Severity

The intensity of a wildfire behavior is described such as ground fire (low intensity), crown fire (high intensity), etc. Fire intensity is related to the impacts on vegetation, primarily mortality of trees. But in terms of watersheds and downstream water sources, the primary dependence is on the effects of the fire on the soil. Therefore, soil burn severity (SBS) is a critical factor for evaluating potential increases in post-fire runoff and sediment yield. The U.S. Forest Service Geospatial and Technology and Applications Center created Burned Area Reflectance Classification (BARC) maps derived from satellite imagery. The US Forest Service BAER team then conducted field verification surveys to adjust the BARC and create the final SBS map (Figure 3).

The SBS is classified into four groups; unburned, low, moderate and high. Unburned and low SBS areas have little to no impacts from the fire. Moderate SBS areas have some substantial effects on soil including the consumption of the duff and litter layers. In these areas, the amount of precipitation that can be adsorbed by the soil before runoff is reduced substantially. High SBS areas have more effects on soil including the consumption of the duff and litter layers, and the loss of most of the organic layer, including the loss of roots in the upper soil layers. High soil burn severity areas can also exhibit hydrophobic layers in specific soil types that inhibit water infiltration.

The SBS watershed ranking used the following formula to calculate the metric (where WA = Watershed Area):

Soil Burn Severity Metric = \( \frac{[\text{WA in Moderate} + 2 \times \text{WA in High}]}{\text{WA}} \)

Based upon this analysis, there are 32 small watersheds that received a SBS Hazard rank of Highest (Table 5). The categorized SBS hazards by small watershed are displayed in Appendix B and on Figure 4.
Figure 3. Cameron Peak Fire Soil Burn Severity Map.
Table 5. Highest Ranked Watersheds for Soil Burn Severity.

<table>
<thead>
<tr>
<th>6th Level Watershed</th>
<th>7th Level Watershed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bennet Creek</td>
<td>UT to Bennett Creek</td>
</tr>
<tr>
<td></td>
<td>Kyle Gulch</td>
</tr>
<tr>
<td>Black Hollow-Cache La Poudre River</td>
<td>Twin Lakes</td>
</tr>
<tr>
<td></td>
<td>UT1 to Headwaters CLP</td>
</tr>
<tr>
<td></td>
<td>Upper Black Hollow Creek</td>
</tr>
<tr>
<td></td>
<td>Lower Black Hollow Creek</td>
</tr>
<tr>
<td></td>
<td>Sheep Creek-Black Hollow</td>
</tr>
<tr>
<td></td>
<td>Crown Point Gulch</td>
</tr>
<tr>
<td></td>
<td>UT2 to Headwaters CLP</td>
</tr>
<tr>
<td></td>
<td>Mineral Springs Gulch</td>
</tr>
<tr>
<td>Hague Creek</td>
<td>Upper Hague Creek</td>
</tr>
<tr>
<td></td>
<td>Lower Hague Creek</td>
</tr>
<tr>
<td>Joe Wright Creek</td>
<td>Upper Chambers Lake</td>
</tr>
<tr>
<td></td>
<td>Lower Chambers Lake</td>
</tr>
<tr>
<td>Laramie River-Rawah Creek</td>
<td>Upper Laramie River-Rawah Creek</td>
</tr>
<tr>
<td></td>
<td>Laramie Lake</td>
</tr>
<tr>
<td></td>
<td>Middle Laramie River-Rawah Creek</td>
</tr>
<tr>
<td></td>
<td>UT2 to Laramie River-Rawah Creek</td>
</tr>
<tr>
<td></td>
<td>Two and One Half Creek</td>
</tr>
<tr>
<td>Little Beaver Creek</td>
<td>Upper Little Beaver Creek</td>
</tr>
<tr>
<td></td>
<td>Middle Little Beaver Creek</td>
</tr>
<tr>
<td></td>
<td>UT to Little Beaver Creek</td>
</tr>
<tr>
<td></td>
<td>UT to Upper Little Beaver Creek</td>
</tr>
<tr>
<td></td>
<td>Jacks Gulch</td>
</tr>
<tr>
<td></td>
<td>Lower Little Beaver Creek</td>
</tr>
<tr>
<td>Miller Fork</td>
<td>UT1 to Miller Fork</td>
</tr>
<tr>
<td></td>
<td>UT3 to Miller Fork</td>
</tr>
<tr>
<td>Pendergrass Creek-South Fork Cache La Poudre River</td>
<td>Upper Fish Creek</td>
</tr>
<tr>
<td>Roaring Creek</td>
<td>Roaring Creek</td>
</tr>
<tr>
<td>Sheep Creek</td>
<td>UT3 to Sheep Creek</td>
</tr>
<tr>
<td></td>
<td>Lower West Fork Sheep Creek</td>
</tr>
<tr>
<td>Upper Buckhorn Creek</td>
<td>Cascade Creek</td>
</tr>
</tbody>
</table>
Figure 4. Cameron Peak Fire Soil Burn Severity Ranking Map.

Legend
- 6th Level Watersheds
- Cameron Peak Watersheds
- Soil Burn Severity
  - Lowest
  - Low
  - Moderate
  - High
  - Highest

0 2 4 6
Miles
Component 2 - Hillslope Erosion Hazard

High-severity fires can dramatically change runoff and erosion processes on hillslopes in watersheds, particularly if followed by high-intensity rainfall events. Sediment yields from hillslopes burned at a moderate to high severity tend to be an order of magnitude higher than those burned at low severity (Johansen et al. 2001, Gannon et al. 2017). High-severity fires increase erosion susceptibility by exposing soils as more of the forest floor is consumed, which increases both sediment and water yields (Wells et al. 1979, Robichaud and Waldrop 1994, Soto et al. 1994, Neary et al. 2005, and Moody et al. 2008). High-severity fires also can cause the development of hydrophobic layers, a formation consisting of a waxy, water repellent layer, created by fire-induced volatilization of organics. These hydrophobic layers reduce infiltration rates which exacerbates runoff (Hungerford et al. 1991).

The delivery of hillslope sediments to streams has numerous ramifications for water supply infrastructure, including both the physical effects of sediment deposition in surface waters as well as chemical changes to water quality. Increased nutrients in the sediments can promote growth of algae, affecting water taste and odor. Increased concentrations of dissolved organic carbons can form potentially carcinogenic by-products during disinfection and increased metals can increase treatment costs (Writer and Murphy 2012).

Colorado Forest Restoration Institute (CFRI) completed detailed hillslope erosion analysis for the Cameron Peak Fire (CFRI 2021). The results of that analysis were used for this analysis of post-fire erosion hazards. CFRI also completed an analysis that routed the predicted hillslope erosion to streams, which was also used for this analysis. The predicted hillslope erosion delivered to streams was ranked for all small watersheds. Based upon this analysis, there are 33 small watersheds that received a Hillslope Erosion Hazard rank of Highest (Table 6). The categorized Hillslope Erosion Hazard by small watershed are displayed in Appendix C and on Figure 5.
Table 6. Highest Ranked Watersheds for Hillslope Erosion.

<table>
<thead>
<tr>
<th>6th Level Watershed</th>
<th>7th Level Watershed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beaver Creek</td>
<td>Comanche Reservoir</td>
</tr>
<tr>
<td>Bennet Creek</td>
<td>UT to Bennett Creek</td>
</tr>
<tr>
<td>Black Hollow-Cache La Poudre River</td>
<td>UT2 to Headwaters CLP</td>
</tr>
<tr>
<td></td>
<td>UT1 to Headwaters CLP</td>
</tr>
<tr>
<td></td>
<td>Upper Black Hollow Creek</td>
</tr>
<tr>
<td></td>
<td>Lower Black Hollow Creek</td>
</tr>
<tr>
<td></td>
<td>Sheep Creek-Black Hollow</td>
</tr>
<tr>
<td></td>
<td>Crown Point Gulch</td>
</tr>
<tr>
<td></td>
<td>Twin Lakes</td>
</tr>
<tr>
<td></td>
<td>UT4 to Headwaters CLP</td>
</tr>
<tr>
<td></td>
<td>Tunnel Creek</td>
</tr>
<tr>
<td>Hague Creek</td>
<td>Upper Hague Creek</td>
</tr>
<tr>
<td></td>
<td>Lower Hague Creek</td>
</tr>
<tr>
<td>Joe Wright Creek</td>
<td>Upper Chambers Lake</td>
</tr>
<tr>
<td></td>
<td>Lower Chambers Lake</td>
</tr>
<tr>
<td></td>
<td>Lower Fall Creek</td>
</tr>
<tr>
<td>Laramie River-Rawah Creek</td>
<td>Upper Laramie River-Rawah Creek</td>
</tr>
<tr>
<td></td>
<td>Middle Laramie River-Rawah Creek</td>
</tr>
<tr>
<td></td>
<td>Two and One Half Creek</td>
</tr>
<tr>
<td></td>
<td>UT1 to Laramie River-Rawah Creek</td>
</tr>
<tr>
<td>Little Beaver Creek</td>
<td>Upper Little Beaver Creek</td>
</tr>
<tr>
<td></td>
<td>UT to Upper Little Beaver Creek</td>
</tr>
<tr>
<td></td>
<td>Middle Little Beaver Creek</td>
</tr>
<tr>
<td></td>
<td>UT to Little Beaver Creek</td>
</tr>
<tr>
<td>Miller Fork</td>
<td>UT3 to Miller Fork</td>
</tr>
<tr>
<td></td>
<td>UT1 to Miller Fork</td>
</tr>
<tr>
<td>Pendergrass Creek-South Fork Cache La Poudre River</td>
<td>Upper Fish Creek</td>
</tr>
<tr>
<td>Roaring Creek</td>
<td>Roaring Creek</td>
</tr>
<tr>
<td>Sheep Creek</td>
<td>Sheep Creek</td>
</tr>
<tr>
<td></td>
<td>UT1 to Sheep Creek</td>
</tr>
<tr>
<td>Upper Buckhorn Creek</td>
<td>Cascade Creek</td>
</tr>
<tr>
<td>Willow Creek-Cache La Poudre River</td>
<td>Upper Willow Creek CLP</td>
</tr>
<tr>
<td></td>
<td>Lower Lower Willow Creek CLP</td>
</tr>
</tbody>
</table>
Figure 5. Cameron Peak Fire Hillslope Erosion Ranking Map.
Component 3 - Debris Flow Hazard

The US Geological Survey (USGS) has been calculating post-fire debris flow hazards and probabilities across the western United States. Their methodology, which was updated in 2016, can be found at -


The USGS calculates both probability of occurrence and expected volume of debris flows, and then combines those calculations. The USGS calculated debris flow probability and volume at both a small watershed scale and a channel segment scale. Based upon this analysis, there are 33 small watersheds that received a Debris Flow Hazard rank of Highest (Table 7). The categorized Debris Flow Hazard by small watershed are displayed in Appendix C and on Figure 6.
### Table 7. Highest Ranked Watersheds for Debris Flow Hazard.

<table>
<thead>
<tr>
<th>6th Level Watershed</th>
<th>7th Level Watershed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bennet Creek</td>
<td>UT to Bennett Creek</td>
</tr>
<tr>
<td>Black Hollow-Cache La Poudre River</td>
<td>Crown Point Gulch</td>
</tr>
<tr>
<td>Dry Creek</td>
<td>Sheep Creek-Black Hollow</td>
</tr>
<tr>
<td>UT2 to Headwaters CLP</td>
<td>Twin Lakes</td>
</tr>
<tr>
<td>UT1 to Headwaters CLP</td>
<td>Mineral Springs Gulch</td>
</tr>
<tr>
<td>Peterson Creek</td>
<td>UT4 to Headwaters CLP</td>
</tr>
<tr>
<td>UT4 to Headwaters CLP</td>
<td>Tunnel Creek</td>
</tr>
<tr>
<td>Elkhorn Creek</td>
<td>Headwaters Elkhorn Creek</td>
</tr>
<tr>
<td>Headwaters North Fork Thompson River</td>
<td>UT1 to Headwaters NF Big Thompson</td>
</tr>
<tr>
<td>Laramie River-Rawah Creek</td>
<td>Upper Laramie River-Rawah Creek</td>
</tr>
<tr>
<td>Middle Laramie River-Rawah Creek</td>
<td></td>
</tr>
<tr>
<td>Little Beaver Creek</td>
<td>UT to Little Beaver Creek</td>
</tr>
<tr>
<td>Jacks Gulch</td>
<td>Middle Little Beaver Creek</td>
</tr>
<tr>
<td>Middle Little Beaver Creek</td>
<td></td>
</tr>
<tr>
<td>Lower Buckhorn Creek</td>
<td>Little Bear Gulch</td>
</tr>
<tr>
<td>Middle Buckhorn Creek</td>
<td>Bear Gulch</td>
</tr>
<tr>
<td>Miller Fork</td>
<td>UT1 to Miller Fork</td>
</tr>
<tr>
<td>Black Creek</td>
<td>UT3 to Miller Fork</td>
</tr>
<tr>
<td>UT2 to Miller Fork</td>
<td>Upper Miller Fork</td>
</tr>
<tr>
<td>UT4 to Outlet North Fork Big Thompson</td>
<td></td>
</tr>
<tr>
<td>UT2 to Outlet North Fork Big Thompson</td>
<td></td>
</tr>
<tr>
<td>Outlet North Fork Thompson River</td>
<td></td>
</tr>
<tr>
<td>Pendergrass Creek-South Fork Cache La Poudre River</td>
<td>Upper Fish Creek</td>
</tr>
<tr>
<td>Sheep Creek</td>
<td>UT3 to Sheep Creek</td>
</tr>
<tr>
<td>UT1 to Sheep Creek</td>
<td></td>
</tr>
<tr>
<td>Upper Buckhorn Creek</td>
<td>Cascade Creek</td>
</tr>
<tr>
<td>UT2 to Upper Buckhorn Creek</td>
<td></td>
</tr>
<tr>
<td>UT4 to Sheep Creek</td>
<td></td>
</tr>
<tr>
<td>UT1 to Upper Buckhorn Creek</td>
<td></td>
</tr>
<tr>
<td>Upper Sheep Creek</td>
<td></td>
</tr>
</tbody>
</table>


Figure 6. Cameron Peak Fire Debris Flow Ranking Map.
Component 4 - Composite Road Hazard

The hazard posed by roads was evaluated by looking at three types of road hazards: overall road density, the density of roads in close proximity to streams, and the density of road/stream crossings. These road features all pose risks for flooding and possible contributions to debris flows in vulnerable watersheds.

Roads can convert subsurface runoff to surface runoff and then route the surface runoff in a ditch or on the road surface to stream channels, increasing peak flows (Megan and Kidd 1972, Ice 1985, and Swanson et al. 1987). Forest roads are usually the largest source of long-term sediment in forested watersheds (Elliott 2000, MacDonald and Stednick 2003). Roads can be even more hazardous in post-fire hydrologic conditions with increased peak flows and sediment yields.

Road Density

Watersheds with higher road densities have a higher sensitivity to increases in peak flows, and therefore flooding, following wildfires. Road density in miles of road per square mile of watershed area was used as an indicator of flooding hazard.

Roads Close to Streams

Roads close to streams can become major sources of sediment during flooding or higher post-fire peak flows. In order to quantify this effect, the density of roads near streams was calculated by calculating the length of roads located within a 100-meter stream buffer.

Road/Stream Crossings

Road/stream crossings are locations where overtopping of roads, clogging of culverts and subsequent erosion and possible blow out can occur. The number of road/stream crossings were manually acquired using the road and stream layers in combination with aerial imagery verification. The number of road/stream crossings was divided by the watershed area (acres) to determine the road/stream crossing density.

Composite Roads Rank

The results for all three roads rankings were combined and ranked from 1 (low potential) to 5 (high potential) to create the Composite Roads Ranking. Based upon this analysis, there are 34 small watersheds that received a Composite Roads rank of Highest (Table 8). The categorized road hazards by small watershed are presented in Appendix D and on Figure 7.
### Table 8. Highest Ranked Watersheds for Roads Composite.

<table>
<thead>
<tr>
<th>6th Level Watershed</th>
<th>7th Level Watershed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bennet Creek</td>
<td>Kyle Gulch</td>
</tr>
<tr>
<td></td>
<td>Upper Bennett Creek</td>
</tr>
<tr>
<td>Black Hollow-Cache La Poudre River</td>
<td>Lower Headwaters CLP-Black Hollow</td>
</tr>
<tr>
<td>Cedar Creek</td>
<td>Upper Cedar Creek</td>
</tr>
<tr>
<td></td>
<td>Middle Cedar Creek</td>
</tr>
<tr>
<td>Elkhorn Creek</td>
<td>Upper Manhattan Creek</td>
</tr>
<tr>
<td></td>
<td>UT4 to Elkhorn Creek</td>
</tr>
<tr>
<td></td>
<td>UT5 to Elkhorn Creek</td>
</tr>
<tr>
<td></td>
<td>Swamp Creek</td>
</tr>
<tr>
<td>Laramie River-Rawah Creek</td>
<td>Upper Laramie River-Rawah Creek</td>
</tr>
<tr>
<td></td>
<td>Laramie Lake</td>
</tr>
<tr>
<td>Lower Buckhorn Creek</td>
<td>Little Bear Gulch</td>
</tr>
<tr>
<td></td>
<td>Lower Lower Buckhorn Creek</td>
</tr>
<tr>
<td>Middle Buckhorn Creek</td>
<td>Upper Middle Buckhorn Creek</td>
</tr>
<tr>
<td></td>
<td>Bear Gulch</td>
</tr>
<tr>
<td></td>
<td>UT to North Fork Fish Creek</td>
</tr>
<tr>
<td>Miller Fork</td>
<td>Lower Miller Fork</td>
</tr>
<tr>
<td></td>
<td>UT2 to Miller Fork</td>
</tr>
<tr>
<td>Outlet North Fork Thompson River</td>
<td>Dunraven Glade</td>
</tr>
<tr>
<td></td>
<td>Middle Outlet North Fork Big Thompson</td>
</tr>
<tr>
<td>Pendergrass Creek-South Fork Cache La Poudre River</td>
<td>Upper South Fork CLP River</td>
</tr>
<tr>
<td></td>
<td>Ratville</td>
</tr>
<tr>
<td>Pennock Creek</td>
<td>UT1 to Pennock Creek</td>
</tr>
<tr>
<td>Redstone Creek</td>
<td>Middle Redstone Creek</td>
</tr>
<tr>
<td>Sevenmile Creek-Cache La Poudre River</td>
<td>Lower Sevenmile Creek</td>
</tr>
<tr>
<td></td>
<td>UT to Sevenmile</td>
</tr>
<tr>
<td>South Fork Lone Pine Creek</td>
<td>Bellaire Creek</td>
</tr>
<tr>
<td>Upper Buckhorn Creek</td>
<td>Upper Upper Buckhorn Creek</td>
</tr>
<tr>
<td></td>
<td>Middle Upper Buckhorn Creek</td>
</tr>
<tr>
<td></td>
<td>UT2 to Upper Buckhorn Creek</td>
</tr>
<tr>
<td></td>
<td>Lower Upper Buckhorn Creek</td>
</tr>
<tr>
<td></td>
<td>Box Prairie Creek</td>
</tr>
<tr>
<td></td>
<td>UT1 to Upper Buckhorn Creek</td>
</tr>
<tr>
<td></td>
<td>Eld Creek</td>
</tr>
</tbody>
</table>
Figure 7. Cameron Peak Fire Roads Composite Ranking Map.

This map illustrates the composite ranking of roads affected by the Cameron Peak Fire. The legend includes 6th Level Watersheds, Cameron Peak Watersheds, Roads Composite, and various ratings such as Lowest, Low, Moderate, High, and Highest. The map shows the extent of the fire's impact on the area's waterways and roads, with colors indicating the severity of the damage or hazard levels.

Packet Pg. 275
Post-fire Composite Hazard Ranking

The Post-fire Composite Hazard Ranking combines the four components (Soil Burn Severity, Hillslope Erosion, Debris Flow Hazard and Composite Roads Hazards) by numerically combining their rankings for each small watershed and then re-categorizing the results. The Post-fire Composite Hazard Ranking will be used as the basis for targeting small watersheds for post-fire treatments.

The results of this calculation were ranked from 1 (lowest Post-fire Composite Hazard) to 5 (highest Post-fire Composite Hazard) to create the Post-fire Composite Hazard Ranking. Based upon this analysis, there are 34 small watersheds that received a Post-fire Composite Hazard Rank of Highest (Table 9). The categorized ranks by watershed are displayed in Appendix C and on Figure 8.
Table 9. Highest Ranked Watersheds for Post-fire Hazard Composite.

<table>
<thead>
<tr>
<th>6th Level Watershed</th>
<th>7th Level Watershed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bennet Creek</td>
<td>UT to Bennett Creek</td>
</tr>
<tr>
<td></td>
<td>Kyle Gulch</td>
</tr>
<tr>
<td></td>
<td>Upper Bennett Creek</td>
</tr>
<tr>
<td>Black Hollow-Cache La Poudre River</td>
<td>UT2 to Headwaters CLP</td>
</tr>
<tr>
<td></td>
<td>Upper Black Hollow Creek</td>
</tr>
<tr>
<td></td>
<td>Crown Point Gulch</td>
</tr>
<tr>
<td></td>
<td>Mineral Springs Gulch</td>
</tr>
<tr>
<td></td>
<td>Sheep Creek-Black Hollow</td>
</tr>
<tr>
<td></td>
<td>UT1 to Headwaters CLP</td>
</tr>
<tr>
<td></td>
<td>Twin Lakes</td>
</tr>
<tr>
<td></td>
<td>Tunnel Creek</td>
</tr>
<tr>
<td></td>
<td>Lower Black Hollow Creek</td>
</tr>
<tr>
<td></td>
<td>Dry Creek</td>
</tr>
<tr>
<td>Joe Wright Creek</td>
<td>Upper Chambers Lake</td>
</tr>
<tr>
<td></td>
<td>Lower Chambers Lake</td>
</tr>
<tr>
<td>Laramie River-Rawah Creek</td>
<td>Upper Laramie River-Rawah Creek</td>
</tr>
<tr>
<td></td>
<td>Laramie Lake</td>
</tr>
<tr>
<td></td>
<td>Middle Laramie River-Rawah Creek</td>
</tr>
<tr>
<td></td>
<td>UT2 to Laramie River-Rawah Creek</td>
</tr>
<tr>
<td></td>
<td>Two and One Half Creek</td>
</tr>
<tr>
<td></td>
<td>Lower Laramie River-Rawah Creek</td>
</tr>
<tr>
<td>Little Beaver Creek</td>
<td>UT to Little Beaver Creek</td>
</tr>
<tr>
<td></td>
<td>Middle Little Beaver Creek</td>
</tr>
<tr>
<td></td>
<td>Jacks Gulch</td>
</tr>
<tr>
<td>Middle Buckhorn Creek</td>
<td>Bear Gulch</td>
</tr>
<tr>
<td>Miller Fork</td>
<td>UT2 to Miller Fork</td>
</tr>
<tr>
<td></td>
<td>UT1 to Miller Fork</td>
</tr>
<tr>
<td></td>
<td>UT3 to Miller Fork</td>
</tr>
<tr>
<td></td>
<td>Black Creek</td>
</tr>
<tr>
<td>Pendergrass Creek-South Fork Cache La Poudre River</td>
<td>Upper Fish Creek</td>
</tr>
<tr>
<td>Sevenmile Creek-Cache La Poudre River</td>
<td>Lower Sevenmile Creek</td>
</tr>
<tr>
<td>Sheep Creek</td>
<td>UT3 to Sheep Creek</td>
</tr>
<tr>
<td>Upper Buckhorn Creek</td>
<td>Cascade Creek</td>
</tr>
<tr>
<td></td>
<td>UT2 to Upper Buckhorn Creek</td>
</tr>
</tbody>
</table>
Figure 8. Cameron Peak Fire Post-fire Hazard Composite Ranking Map.
Post-fire Treatments

Mulch Treatments

Mulching is one of the most effective post-fire treatments (Robichaud et al. 2010) and has been proven to reduce rainfall splash and surface runoff, increase soil moisture and, consequently, improve revegetation. Wood mulch has been increasingly used in as a post-fire treatment in Colorado, including after the High Park Fire (2012). Unlike agricultural straw mulch, which can bring invasive weeds and during dry weather can be moved off site by wind, wood mulch can be made from trees burned in the fire, thereby minimizing the risk of introducing any noxious plants or foreign materials. It is also less prone to being blown off-site during windy periods. The wood mulch used following the High Park Fire survived the 2013 Flood, which dumped 12 inches of rain in two days on the burned area. Some recent studies by RMRS found that the wood mulch treatments used in the High Park Fire were 79% effective at reducing hillslope erosion (REF).

Mulching can also reduce the rapid overland flow on moderate and high burn severity soils, thereby reducing post-fire peak flows from rainfall events. Mulch used in combination with other treatments in channels or further downstream can increase the effectiveness of the combined treatments. In general, mulch is recommended to be used when there is a large percentage of a watershed that contains moderate and/or high burn severity and there is a value at risk downstream.

Initial estimates of the amount and locations for mulch treatments were completed for the Cameron Peak Fire burned area. These treatments are directed at minimizing the post-fire effects on both water supply and water quality downstream of the burned watersheds. The estimates were made using the following approach;

1. Slopes between 20-50 percent were identified in the burned area.
2. Areas that have been identified as moderate and high soil burn severity were delineated within those slopes
3. Polygons were created from contiguous areas from steps 1 & 2 above to identify the potential mulching areas.
4. Polygons were accumulated within watersheds (HUC14) that were identified as highest post-fire hazard and located within Zones of Concern.

5. The treatment effectiveness of those identified mulch polygons was evaluated by comparing them to the total area burned at moderate and high burn severity.

Table 10 displays the results of the mulch area analysis and how it focuses the mulch treatments to targeted areas. The Zones of Concern were all evaluated to determine if additional mulch treatments outside of the Highest Hazard watersheds would increase the effectiveness of the mulch treatments.

**Table 10. Cameron Peak Fire Preliminary Mulch Areas.**

<table>
<thead>
<tr>
<th>Area (acres)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Moderate &amp; High Soil Burn Severity on slopes &gt;20%</td>
<td>51,471</td>
</tr>
<tr>
<td>Moderate &amp; High Soil Burn Severity on slopes 20-50%</td>
<td>45,744</td>
</tr>
<tr>
<td>Preliminary Mulch Polygons Identified</td>
<td>31,164</td>
</tr>
<tr>
<td>Mulch Polygons in Highest Hazard Watersheds</td>
<td>21,253</td>
</tr>
<tr>
<td>Proposed Mulch Polygons in Zones of Concern</td>
<td>18,831</td>
</tr>
<tr>
<td>Proposed Mulch Polygons in Zones of Concern outside of Wilderness Areas</td>
<td>10,602</td>
</tr>
</tbody>
</table>

Table 11 displays the preliminary mulch polygons for each Zone of Concern. The costs are also estimated using a preliminary estimate of $3,000 per acre for wood mulch. Since the polygons are preliminary it is expected that about 60 percent of those areas would be screened to actually be mulched. That 60 percent expectation is allied to the cost estimates.
Table 11. Preliminary Mulch Areas within Zones of Concern.

<table>
<thead>
<tr>
<th>Zone of Concern</th>
<th>Area (acres)</th>
<th>Moderate &amp; High Soil Burn Severity (acres)</th>
<th>Preliminary Mulch (acres)</th>
<th>Preliminary Mulch Effectiveness (%)</th>
<th>Preliminary Mulch outside of Wilderness Areas (acres)</th>
<th>Preliminary Mulch Effectiveness outside Wilderness Areas (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Barnes Meadow Reservoir</td>
<td>1,931</td>
<td>675</td>
<td>273</td>
<td>40%</td>
<td>250</td>
<td>37%</td>
</tr>
<tr>
<td>Cache La Poudre River</td>
<td>219,655</td>
<td>51,486</td>
<td>13,667</td>
<td>27%</td>
<td>7,770</td>
<td>15%</td>
</tr>
<tr>
<td>Chambers Lake</td>
<td>16,632</td>
<td>2,850</td>
<td>1,478</td>
<td>52%</td>
<td>634</td>
<td>22%</td>
</tr>
<tr>
<td>Comanche Reservoir</td>
<td>7,565</td>
<td>1,756</td>
<td>546</td>
<td>31%</td>
<td>2</td>
<td>0%</td>
</tr>
<tr>
<td>Hourglass Reservoir</td>
<td>2,765</td>
<td>244</td>
<td>135</td>
<td>55%</td>
<td>126</td>
<td>52%</td>
</tr>
<tr>
<td>Joe Wright Reservoir</td>
<td>3,828</td>
<td>136</td>
<td>116</td>
<td>85%</td>
<td>18</td>
<td>13%</td>
</tr>
<tr>
<td>Lower Big Thompson</td>
<td>35,355</td>
<td>636</td>
<td>3</td>
<td>0%</td>
<td>3</td>
<td>0%</td>
</tr>
<tr>
<td>North Fork Big Thompson</td>
<td>43,146</td>
<td>3,988</td>
<td>1,587</td>
<td>40%</td>
<td>1,587</td>
<td>40%</td>
</tr>
<tr>
<td>Peterson Lake</td>
<td>1,683</td>
<td>423</td>
<td>157</td>
<td>37%</td>
<td>157</td>
<td>37%</td>
</tr>
<tr>
<td>Skyline Ditch</td>
<td>2,360</td>
<td>1,036</td>
<td>869</td>
<td>84%</td>
<td>55</td>
<td>5%</td>
</tr>
<tr>
<td>Totals</td>
<td>334,922</td>
<td>63,231</td>
<td>18,831</td>
<td></td>
<td>10,602</td>
<td></td>
</tr>
<tr>
<td>Costs (@ $3,000/acre)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Maps showing the mulch treatments by Zone of Concern are presented in Appendix E.

Other Upper Watershed Treatments

There are two suggested upper watershed treatments that can be used in conjunction with mulching. These are; wattles and in-channel grade control. These treatments have been used effectively following the High Park Fire of 2012 and in other wildfires throughout Colorado and the Western US.

Wattles

Wattles are long, round tubes of straw that are traditionally used around construction projects. They have been used successfully to reduce hillslope erosion in post-fire environments (Robichaud et al. 2010). The US Forest Service has recommended that wattles be constructed from coconut husks and aspen instead of the traditional agricultural straw to limit the introduction of invasive weeds and other non-native plants. Coconut husks and aspen are likely more dense which makes them more stable but will require more labor for installation.

The quantity and locations of wattles are difficult to determine without more detailed analysis and field verification. It is expected that wattle locations will be determined during field verification for other watershed treatment projects. Preliminary estimates of the amount and cost of wattles is presented in Table 12.
In-channel grade control structures are used in very small headwater channels that are in danger of downcutting. They are typically made from large rocks and/or trees that are found close to the site. They are usually installed in a series of 10 or more. Areas that are identified for the use of these structures would be burned areas where there is no riparian vegetation and the burned areas surround the channel. These channels would likely be in steep channels greater than 10 percent.

Locations for in-channel grade control structures would need to be identified in the field, although some analysis tools could be used to provide initial estimates. They would be targeted within mulch polygons. Because the locations are usually on steeper ground and not necessarily close to roads, they would be installed by hand crews. The materials costs would be minimal but crews of 2-3 people would need a day to install 10. They would likely not be installed in Wilderness Areas. Table 13 provides assumptions and cost estimates for in-channel grade control.

### Table 12. Preliminary Estimates of Wattle Areas and Costs.

<table>
<thead>
<tr>
<th></th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated number of wattle locations</td>
<td>20</td>
</tr>
<tr>
<td>Average area of wattle application</td>
<td>1 acres</td>
</tr>
<tr>
<td>Number of wattles (assuming 75 per acre)</td>
<td>1,500</td>
</tr>
<tr>
<td>Wattle cost</td>
<td>$100</td>
</tr>
<tr>
<td>Installation cost per wattle</td>
<td>$50</td>
</tr>
<tr>
<td>Total estimated wattle cost</td>
<td>$225,000</td>
</tr>
</tbody>
</table>

### In-Channel Grade Control

### Table 13. Preliminary Estimates of In Channel Grade Control Structures and Costs.

<table>
<thead>
<tr>
<th></th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated number of grade control locations</td>
<td>25</td>
</tr>
<tr>
<td>Field Crew days per location</td>
<td>3 days</td>
</tr>
<tr>
<td>Field Crew cost per day</td>
<td>$1,700</td>
</tr>
<tr>
<td>Filed Supply cost per day</td>
<td>$300</td>
</tr>
<tr>
<td>Installation cost per location per day</td>
<td>$2,000</td>
</tr>
<tr>
<td>Total estimated wattle cost</td>
<td>$150,000</td>
</tr>
</tbody>
</table>
Sediment Basins

Recent wildfires in Colorado have resulted in significant impacts to watersheds from increased sediment yield and debris flows following post-fire rainstorms. A number of the large fires (e.g. Hayman Fire 2004, High Park Fire 2012 and Waldo Canyon Fire 2012) resulted in impacts to water quality and water supply infrastructure. Post-fire hillslope and upper watershed channel treatments and mitigation measures were in many cases inadequate to reduce the impacts to water supply infrastructure. Post-fire sediment basins of various designs have been used with some success in reducing the impacts from wildfires during runoff events following wildfires.

Sediment basins near the bottom of the highest hazard watershed should be considered. These would be recommended only where there is a combination of lack of ability to complete upper watershed treatments and location of values at risk just downstream of the watershed. A number of different types of sediment basins have been used in post-fire environments in Colorado. The type of structure depends on the expected sediment volume, suitability of the site, access to the location, and downstream values or structures. Sediment basins usually require cleaning out following significant storms and removal after they are not longer needed.

A total of 10 locations have been identified as potential for sediment basins. These locations would need to be evaluated further for the factors mentioned above. Table 14 provides some ranges of cost estimates based upon past experience.
### Table 14. Preliminary Estimates of Sediment Basin Costs.

<table>
<thead>
<tr>
<th>Description</th>
<th>Low Estimate</th>
<th>High Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated number of sediment basin locations</td>
<td>5</td>
<td>10</td>
</tr>
<tr>
<td>Design costs (10 basins)</td>
<td>$25,000</td>
<td>$50,000</td>
</tr>
<tr>
<td>Installation costs</td>
<td>$50,000</td>
<td>$200,000</td>
</tr>
<tr>
<td>Annual Maintenance per year</td>
<td>$5,000</td>
<td>$25,000</td>
</tr>
<tr>
<td>Number of years installed</td>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td>Maintenance and removal costs - lifetime</td>
<td>$50,000</td>
<td>$250,000</td>
</tr>
<tr>
<td>Total estimated wattle cost</td>
<td>$525,000</td>
<td>$4,550,000</td>
</tr>
</tbody>
</table>
References


Cameron Peak Fire - Draft Watershed Hazards, Treatments and Targeting


INTERGOVERNMENTAL AGREEMENT
REGARDING REHABILITATION WORK FOR THE CAMERON PEAK FIRE

THIS AGREEMENT dated ____________________, 2021, is entered into by and between the following Parties: the City of Fort Collins, Colorado, a Colorado municipal corporation (“Fort Collins”); the City of Greeley, a Colorado municipal corporation (“Greeley”); and Larimer County, Colorado (together, “Managing Entities”).

RECITALS

A. The 2020 Cameron Peak Fire (“Fire”) has burned over 200,000 acres in the watersheds of the Cache la Poudre (“Poudre”) River and Big Thompson River.

B. The Fire has also burned large areas in and impacting private properties, and public infrastructure serving such properties, including roadways, bridges, culverts, and other public service facilities outside of the public right of ways.

C. Greeley and the Water Supply and Storage Company immediately undertook measures to mitigate hazards and damages to drinking water supplies at the Chambers Reservoir.

D. The Managing Entities each divert and treat, and/or take deliveries of water from the Poudre River watershed and the Colorado Big Thompson (“CBT”) Project, and/or maintain public infrastructure supporting private properties located in the basins affected by the Fire.

E. Through the Emergency Watershed Protection Program, administered by the Natural Resources Conservation Service (“NRCS”), United States Department of Agriculture, Greeley and Larimer County separately received funding for post-fire mitigation and infrastructure protection efforts related to the Fire (“EWP funds”).

F. In addition to EWP funds, various funds, grants, programs, and other monetary and other resources may be or become available to assist the Managing Entities to address and mitigate damages from the Fire in the Poudre River and CBT Project watersheds (“non-EWP funds”).

G. Use of EWP funds may be restricted to pre-approved scopes of services and a local government “cost-share”, with EWP funds applied to a percentage of the project’s costs, and the entity(s) awarded the funds being responsible for the remaining percentage. Terms and scopes of services applicable to use of non-EWP funds will be set forth in a separate agreement(s).

H. The Managing Entities desire to coordinate efforts to acquire the most funding possible and to efficiently and effectivity utilize EWP funds to address and mitigate damages from the Fire in the Poudre River and CBT Project watersheds.

I. Greeley and Larimer County agree to be the main contacts and contracting parties for EWP funds.

Page 1 of 16
J. All Parties agree to independently engage other federal and state agencies as practical, for the purposes of seeking and acquiring non-EWP funds, as defined below. As set forth herein, Greeley and Larimer County will coordinate with Fort Collins and other contributing parties to this Agreement to acquire and seek reimbursements under grant and program funding requirements.

K. Fort Collins and other water users that become contributing parties to this Agreement will also contribute matching funds to the cost-share portion of certain projects, as may be required by the terms associated with EWP funds applied under this Agreement.

L. The Managing Entities desire to work with the Coalition for the Poudre River Watershed (“CPRW”), a Colorado nonprofit corporation, to manage certain projects undertaken under this Agreement, as set forth in Paragraph 7.

M. The Managing Entities also desire to include other impacted water users in these efforts, including water providers and local governmental entities that may desire to become Parties in the future. The pressing need for this Agreement, and the shifting nature of Fire impacts have made it difficult for these other water users and entities to complete their internal evaluations and processes regarding whether to become a Party. Consequently, this Agreement includes a process to add “Contributing Parties” to this Agreement.

N. The Managing Entities desire to enter into an intergovernmental agreement to coordinate emergency stabilization and restoration services, e.g., hillslope mulching, debris catchment systems, vegetation matting, seeding, rock netting, on the targeted public and private lands burned by the Fire.

O. The Managing Entities wish to record their mutual understanding in intergovernmental agreements.

P. The Managing Entities enter this into agreement pursuant as permitted §29-1-203, C.R.S.

Q. Pursuant to Art. II, § 16 of the Fort Collins City Charter, the Fort Collins City Council, may, by ordinance or resolution, enter into contracts with other governmental bodies to furnish governmental services and make charges for such services or enter into cooperative or joint activities with other governmental bodies.

R. Pursuant to Section 02.07.040, Greeley Municipal Code, Greeley may enter into contracts with other governmental bodies to furnish governmental services and make charges for such services or enter into cooperative or joint activities with other governmental bodies, the entry into such contracts being subject to the approval of the Greeley City Council under certain circumstances.

S. The authority for this Agreement is, without limitation, Section 18 of Article XIV of the Colorado Constitution; Section 6 of Article XX of the Colorado Constitution; Section 29-1-203,
T. It is in the best interest of the citizens of Fort Collins, Greeley, and Larimer County for the parties to enter into this intergovernmental agreement.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements hereinafter set forth, it is agreed by and between Fort Collins, Greeley, and Larimer County as follows:

**AGREEMENT**

1. **AUTHORITY.** This Agreement has been duly adopted by the Parties' governing bodies and the undersigned representatives are authorized to execute this Agreement on behalf of each respective Party.

2. **INCORPORATION OF RECITALS.** The foregoing recitals are hereby incorporated as if fully restated in their entirety.

3. **PARTIES TO THIS AGREEMENT.**

   3.1. **Principals.** For purposes of completing the work described in this Agreement, portions will be delivered within the scopes of the respective funding award contracts secured by Greeley and Larimer County, and each funding recipient will take the lead in preparing and submitting reimbursements for costs associated with such work, as follows:

      1. **Category 1 – watershed work.** Greeley will take the lead for purposes of initiating access to EWP funds and establishing the initial scope of qualifying watershed work, including hillslope and stream channel stabilization, erosion control, water supply infrastructure protection, and water quality work.

      2. **Category 2 – property and infrastructure work.** Larimer County will take the lead for purposes of initiating access to EWP funds and establishing the initial scope of qualifying services for addressing impacts to private residences, roads, bridges, culverts and other public facilities outside of the public right of ways.

      3. The Managing Entities will share responsibilities for mutually beneficial portions of qualifying Category 1 and 2 services and coordinating with third party project management services for Category 1 work.

3.2. **Addition of Parties.** Any other water user or local agency in the Poudre River watershed or that takes delivery of CBT Project water may become a “Contributing Party” to this Agreement by completing the Schedule of Participants addendum to this Agreement in the form of Exhibit B to be signed by all Parties.

3.3. **Withdrawal of Parties.** Any Party may withdraw itself from this Agreement by providing written notice pursuant to Paragraph 12. The withdrawing Party shall continue to be responsible for any commitments or contributions made prior to withdrawal.

Page 3 of 16
4. **FUNDING.**

4.1. **EWP Technical Assistance Funds.** The Managing Entities will initially pay for Technical Assistance costs associated with NCRS-approved Work completed under this Agreement, which initial costs will be $75,000 and $150,000 for Greeley and Larimer County, respectively ("TA Funds"). Costs associated with Work performed pursuant to approved TA Fund scopes are 100% reimbursable. Parties may pursue additional TA funds for work later approved by NRCS during the term of each respective funding contract.

4.2. **EWP Construction Funds.** In 2020, NRCS awarded up to $500,000 and $1,920,000 in Financial Assistance funds ("FA Funds") to Greeley and Larimer County, respectively, for aerial mulching and enhanced mitigation efforts. Parties may pursue additional FA funds for work approved by NRCS during the term of each respective funding contract.

Under the terms and conditions of the FA Fund contracts, award recipients are required to expend 20% of matching funds. Based on the foregoing, the total amount of funds available, including local match for Work (defined below) to be performed is approximately $510,000 for Category 1 services and $2,304,000 for Category 2 services. Costs for work performed pursuant to FA Fund contracts are up to 80% reimbursable.

4.3. **Other funding.** The Parties may pursue non-EWP funds and resources to complete projects associated with the Work. The Parties will work in good faith to equitably share costs for such work, based on a “percent of Poudre River water use” cost-share model, or as may be identified in separate agreements for such projects.

4.4. **Local Matching Funds.** Under the terms and conditions of their respective notices of award for the FA Funds (a/k/a EWP funds), the Parties are required to expend a certain amount of matching funds.

Thus, based on the foregoing, the estimated amount of initial funds available for the most exigent and first phase of the Work (as defined below) to be performed in Category 1 and Category 2 services is $... and $..., respectively. The Parties anticipate total funding for the Work during the Term of this Agreement will increase from these initial funds as additional EWP funds become available, Contributing Parties join in this Agreement, and specific project work orders are developed.

5. **APPORTIONMENT OF COSTS AND DUTIES.**

5.1. **Project Cost Allocation.**

1. Project costs will be allocated as follows for individual projects the Parties agree to pursue under this Agreement:
• EWP funds will be used first to the maximum extent possible towards project costs, including submittal of reimbursement applications against the initial NRCS award amounts described in Paragraph 4;

• Any remaining costs will be allocated among the Managing Entities that would benefit directly and indirectly from the project, according to criteria mutually agreed to by the participating parties at the time of project commencement (“Benefit Cost Allocation Methodology”).

2. For projects Greeley agrees to pursue directly with Contributing Parties who are also water service users, project costs will be allocated based on the participating parties’ respective average annual percent municipal diversions from the Cache La Poudre River for the years 2015 to 2019 (“Water User Cost Allocation Methodology”).

5.2. Category 1 Project Management.

1. Greeley may advertise and request bid proposals ("Proposal") for post-fire aerial mulching services and other post-fire mitigation services for Category 1 Work, and Greeley and Fort Collins will select a general contractor based on the criteria set forth in the Proposal.

2. Upon selection of a general contractor to perform the designated Category 1 Work, Greeley shall execute a contract with the selected general contractor ("Cat 1 Contract") and will be identified as the owner therein for such projects, which may include work designed by or with a shared benefit for Fort Collins and/or Larimer County.

3. As specified in the terms of the Cat 1 Contract, the selected general contractor will first invoice Greeley directly, up to and not to exceed any amount to which Greeley has agreed pursuant to an executed NRCS notice of award, for the designated Category 1 Work. After receiving EWP reimbursements, Greeley will divide non-reimbursable Category 1 Work project costs among the project partners, including Fort Collins and benefited Contributing Parties, pursuant to either the Benefit or Water User Cost Allocation Methodology as appropriate.

5.3. Category 2 Project Management.

1. Larimer County may advertise and request bid proposals ("Proposal") for post-fire aerial mulching services and other post-fire mitigation services for Category 2 Work and will select a general contractor based on the criteria set forth in the Proposal.

2. Upon the selection of a general contractor to perform the designated Category 2 Work, Larimer County shall execute a contract with the selected general contractor ("Cat 2 Contract") and will be identified as owner therein.
for such projects, which may include work designed by or with a shared benefit for county partners.

6. **PROJECTS.** The projects (“Work”) performed under this Agreement and subject to the EWP fund reimbursement conditions shall fall within the objectives outlined in the scope of services and contract between the local government entity and NRCS, as described in Exhibit A, attached hereto, and incorporated by this reference. Reimbursement obligations for such Work shall be subject to cost distributions and conditions set forth in the respective funding contract. Any (additional) Work requested by a Party that NRCS may subsequently approve for reimbursement with EWP funds will be set forth in an amendment to Exhibit A.

7. **PROJECT PLANNING.**

7.1. **Decision Making.** In making decisions on which projects fall under Category 1 or Category 2 to pursue and the allocation of project costs, the Parties shall operate by consensus. To this end, the Parties shall make a good faith effort to reach consensus, propose alternative solutions, and otherwise work to resolve any issues that prevent consensus. Any decisions involving the use of a particular Party’s lands or structures may only be made with the consent of that Party in its sole discretion.

7.2. **Project Identification and Prioritization.** The Parties will identify potential projects on which to use the EWP funds. The Parties’ identification of potential projects and the order in which they are taken on and completed will be guided by the following considerations:

- The need and expected benefit of the project;
- The entities that would benefit directly and indirectly from the project;
- The cost of the project, including whether EWP funds can be applied towards the project’s costs;
- Accessibility of the project location; and
- Administrative, legal, and/or regulatory steps associated with the project, including receiving approval for the project to be eligible for funds, such as necessary permits; and

7.3. **Project Selection.** For projects the Parties agree to pursue under this Agreement, Greeley and Larimer County will provide a written summary, including: a description of the project work; a timeline; and the project cost allocation (“Project Summary”), which may be initially prepared by a third-party contractor. A scope of work provided by the contractor hired to undertake such project may be used as the Project Summary, if it contains the information described in this paragraph.

- **Category 1 Projects:** Greeley will circulate a draft Project Summary to the Contributing Parties for review and comment. Greeley and the Contributing Parties must mutually approve the Project Summary in writing prior to project commencement. After the Project Summary is approved, Work may commence, and as projects under this Agreement are completed, Greeley will invoice the Contributing Parties for project costs not reimbursed by EWP funds, according to
the Project Summary. Greeley will prepare an annual work summary for projects completed under this Agreement and submit the summary to the Parties by […]. The annual summary will exclude any projects that Greeley or Larimer County take on independently or without involvement of other Parties.

- **Category 2 Projects**: Larimer County will circulate a draft Project Summary to the Contributing Parties for review and comment. Larimer County and the Contributing Parties must mutually approve the Project Summary in writing prior to project commencement. After the Project Summary is approved, Work may commence, and as projects under this Agreement are completed, Larimer County will invoice the Contributing Parties for project costs not reimbursed by EWP funds, according to the Project Summary. Larimer County will prepare an annual work summary for projects completed under this Agreement and submit the summary to the Parties by […]. The annual summary will exclude any projects that Greeley or Larimer County take on independently or without involvement of other Parties.

8. **CPRW PROJECT MANAGEMENT.**

8.1. **Engagement.** Greeley and Fort Collins will secure project management (PM) services through the Coalition for the Poudre River Watershed ("CPRW") to coordinate post-fire project implementation and ensure the Work is completed. For at least 2 years under the Term of this Agreement, Greeley and Fort Collins will maintain and oversee CPRW’s delivery of PM services through resources employed directly by CPRW. The initial focus of the PM service will be EWP fund Category 1 projects, with accommodation for other priorities identified in this Agreement as resources and funding conditions may permit.

8.2. The terms of CPRW’s engagement will be documented in a separate agreement, to which Fort Collins will be a third party and agrees to reimburse Greeley for a portion of the PM costs not recovered through EWP funds.

9. **OTHER FIRE-RELATED EFFORTS.** Nothing in this Agreement shall impact the ability of any Party to perform other activities to address and mitigate damages from the Fire in the Poudre River and CBT Project watersheds, including efforts with affiliated local agencies affected by the Fire that may seek to coordinate with Work performed under this Agreement, e.g., City of Fort Collins Natural Areas.

10. **FISCAL CONTINGENCY.** Notwithstanding any other provisions of this Agreement to the contrary, the obligations of the governmental Parties in fiscal years after the fiscal year of this Agreement shall be subject to appropriation of funds sufficient and intended therefor, with each governmental Party having the sole discretion to determine whether the subject funds are sufficient and intended for use under this Agreement, and the failure of any governmental Party to appropriate such funds shall be grounds for the Party to withdraw from this Agreement with written notice pursuant to Paragraph 12.
11. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is entered into among the Parties for the purposes set forth herein. It is the intent of the Parties that they are the only beneficiaries of this Agreement and the Parties are only benefitted to the extent provided under the express terms and conditions of this Agreement.

12. **NOTICES.** All notices or other communications hereunder shall be sufficiently given and shall be deemed given when personally delivered, or after the lapse of five business days following mailing by certified mail-return receipt requested, postage prepaid, addressed as follows:

To Fort Collins: City Manager  
City Hall West  
300 LaPorte Avenue; P.O. Box 580  
Fort Collins, Colorado 80522-0580

With copy to: Fort Collins City Attorney  
300 LaPorte Avenue; P.O. Box 580  
Fort Collins, Colorado 80522-0580  
epotyondy@fcgov.com

and: Fort Collins Utilities  
Attn: Water Resources Manager  
700 Wood Street  
Fort Collins, Colorado 80521  
ddustin@fcgov.com

To Greeley: Greeley Water and Sewer Department  
Attn: Director of Water and Sewer  
1001 11th Avenue, Second Floor  
Greeley, Colorado 80631  
sean.chambers@greeleygov.com;  
jennifer.petrzelka@greeleygov.com

With a copy to: Greeley City Attorney’s Office  
Attn: Environmental and Water Resources  
1100 10th Street, Suite 401  
Greeley, Colorado 80631  
daniel.biwer@greeleygov.com

To Larimer County: County Manager  
200 W. Oak Street  
Fort Collins, CO 80522

With copy to: Office of Emergency Management  
Attn: Director OEM  
200 W. Oak Street
13. NO WAIVER OF IMMUNITY. Nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act (“CGIA”), C.R.S. §24-10-101, et seq., or the Federal Tort Claims Act (“FTCA”) 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended. Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the CGIA or the FTCA as applicable, as now or hereafter amended.

14. MUTUAL RELEASE AND INSURANCE-General. The Parties shall take all necessary precautions in performing the work hereunder to prevent injury to persons and property and, to the extent permitted by law, hereby release and agree to hold harmless each Managing Entity, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission of a Party, or its employees, agents, or assignees pursuant to the terms of this Agreement. If a Party is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the “CGIA”), such Party shall maintain 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 CGIA, and shall show proof of such insurance satisfactory to other Parties, if requested. Each Party shall also require any subcontractor that is a public entity, to include the insurance requirements necessary to meet such subcontractor’s liabilities under the CGIA. The provisions hereof shall not be construed or interpreted as a Party's waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the CGIA or the Federal Tort Claims Act as applicable, as now or hereafter amended.

15. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, except for conflicts of laws provisions. The forum for any dispute regarding this Agreement shall be in the Weld County District Court, State of Colorado.

16. CONSTRUCTION. This Agreement shall be construed according to its fair meaning as it was prepared by the Parties. Headings in this Agreement are for convenience and reference only and shall in no way define, limit, or prescribe the scope or intent of any provision of this Agreement.

17. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the Parties regarding the matters addressed herein. This Agreement binds and benefits the Parties and their respective successors. Covenants or representations not contained in this Agreement regarding the matters addressed herein shall not bind the Parties.

18. AMENDMENTS. Any amendments or modifications to this Agreement must be in writing and executed by all parties to be valid and binding.
19. **REPRESENTATIONS.** Each Party represents to the other Parties that it has the power and authority to enter into this Agreement and the individuals signing below on behalf of that Party have the authority to execute this Agreement on its behalf and legally bind that Party.

20. **ASSIGNMENT.** No Party may assign any rights or delegate any duties under this Agreement without the written consent of all other Parties.

21. **SEVERABILITY.** If any provision of this Agreement shall be found illegal, invalid, unenforceable, or impossible to perform by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]
CITY OF FORT COLLINS, COLORADO, a Colorado municipal corporation

By: __________________________________  Date: ____________________________
    Darin Atteberry, City Manager

ATTEST:

_______________________________
City Clerk’s Office
Printed Name: ___________________
Title: __________________________

APPROVED AS TO FORM:

_______________________________
Printed Name: ___________________
Assistant City Attorney
CITY OF GREELEY, COLORADO, a home rule municipal corporation

By: ______________________________  Date: ______________________________
    Roy Otto, City Manager

AS TO LEGAL FORM:

By: ______________________________
    City Attorney

AS TO AVAILABILITY OF FUNDS:

By: ______________________________
    Director of Finance
LARIMER COUNTY, COLORADO, a county subdivision of the State of Colorado

By: __________________________________  Date: ____________________________
  Chairman of Board of County Commissioners

AS TO LEGAL FORM:

By: ____________________________________________
  County Attorney

AS TO AVAILABILITY OF FUNDS:

By: ____________________________________________
  Director of Finance
Exhibit A
Scope of Coordinated Services

[describe core services to be delivered by Greeley and subject to reimbursement by Fort Collins, including reference to project-specific work orders/requests and “Contributing Party” specific projects …] Greeley intends to use EWP funds are for the implementation of recovery measures, which left undone, pose a threat to life and or property. These recovery projects include erosion and sedimentation prevention, debris removal, and structure protection from the threat of future flooding due to the Cameron Peak Fire.

Project Types:

I. Direct Remediation
   a. Category 1 services.
      […]
      Mulching of hillslopes
      Hillslope stabilizations such as waddles, tree welling, etc.
      Sedimentation basins
   b. Category 2 services.
      […]
      Repair or upgrades to culverts, bridges, and roads
      Debris removal
      Flooding prevention structures

II. Project Management
    […]
    Greeley and Fort Collins will jointly select and coordinate through Greeley a third-party project manager (“PM Work”) to oversee organization of Projects under this Agreement and related work, including Category 2 services for which Larimer County may request of the other Managing Entities. The Managing Entities will equitably apportion the cost of PM Work, based on the respective benefits realized by the Parties, to be paid from individual resources without seeking NRCS reimbursement.
Exhibit B
Participating Parties

The following local governmental entities are the principal parties to this Agreement, “Managing Entities”:

- CITY OF FORT COLLINS, COLORADO a home-rule municipality (“Fort Collins”) with principal offices at 300 LaPorte Avenue, Fort Collins, Colorado 80521

- CITY OF GREELEY, COLORADO, a home-rule municipality (“Greeley”) with principal offices of its Water and Sewer Department at 1001 11th Avenue, Second Floor, Greeley, Colorado 80631

- LARIMER COUNTY, COLORADO, a county subdivision of the State of Colorado (“Larimer County”) with principal offices at […], Fort Collins, Colorado […]

The following entities are Contributing Parties to this Agreement, whose obligations and contributions to the Work described in this Agreement may be different than those of the Managing Entities, as set forth in addenda to this Exhibit B:

- __________________________________________, with principal offices at […] (Organization Name)

- __________________________________________, with principal offices at […] (Organization Name)
CONTRIBUTING PARTY
ADDENDUM TO
AGREEMENT REGARDING REHABILITATION WORK
FOR THE CAMERON PEAK FIRE

This Addendum, dated ____________________, 2020, is entered into by and between the Parties to the Agreement Regarding Rehabilitation Work for the Cameron Peak Fire (“Agreement”) and ____________________, a ____________________ (“New Party”).

1. The New Party has reviewed the Agreement as desires to become a “Contributing Party” thereto. The Parties to the Agreement agree to permit the New Party to become a Contributing Party to the Agreement for purposes of the following □ Category 1; □ Category 2 services:

   [...] 

2. The New/Contributing Party represents to the other Parties that it has the power and authority to enter into this Agreement and the individuals signing below on behalf of the New/Contributing Party have the authority to execute this Agreement on its behalf and legally bind the New/Contributing Party.

3. For purposes of Paragraph 11 of the Agreement, the contact information of the New/Contributing Party is:

   To _________:
   ____________________
   ____________________
   ____________________

   ____________________, a ____________________

   By: ____________________________ Date: ____________________________

[Insert signature pages of other Parties]
SUBJECT FOR DISCUSSION

Cameron Peak Fire: Water and Air Quality Impacts.

EXECUTIVE SUMMARY

The purpose of this item is to inform Council of the status of the Cameron Peak Fire, the Fire’s potential effects on the City’s drinking water supply, air quality impacts, planned watershed restoration activities, and future land restoration and water treatment funding needs.

GENERAL DIRECTION SOUGHT AND SPECIFIC QUESTIONS TO BE ANSWERED

1. A 2% water rate increase is planned for 2022. Anticipating watershed restoration costs related to the Cameron Peak Fire, what feedback does Council have regarding moving the water rate increase up a year earlier to 2021?

2. The City of Greeley has volunteered to be the Project Sponsor for the Federal Emergency Watershed Program (EWP) which entails 100% up-front costs and a 25% cost match after reimbursement. What direction does Council have regarding the City partnering with Greeley and sharing the 25% cost match?

BACKGROUND / DISCUSSION

The Cameron Peak Fire (CPF) ignited on August 13th, 2020 in the Arapaho and Roosevelt National Forests near Cameron Pass and Chambers Lake. The CPF is currently 125,000 acres with 22% containment at the time of this report (9/30/2020). As this fire and other regional fires continue to burn, the smoke has impacted local air quality. At this time, there are no known impacts to water supply infrastructure owned by the City of Fort Collins.

The fire is burning primarily in the Cache la Poudre River watershed which provides approximately 50% of the annual drinking water supply for the City of Fort Collins. Similar to the High Park Fire (HPF) in 2012, the aftereffects of the fire will likely affect the quality of the City’s raw water supply for some years to come. The aftereffects of widespread forest fires typically include increased and more frequent rain and snowmelt runoff, increased ash and sediment in the river, increased likelihood of mud flows, and an overall degradation of water quality, particularly after thunderstorms.

In 2012, the City’s water supply experienced several of the effects of the High Park Fire causing the Water Treatment Facility to go off the Poudre River for over 100 consecutive days and relying on 100% Horsetooth Reservoir water. We are fortunate that we have two independent water supplies. This is a result of excellent planning and foresight by previous Councils and staff.

As the full impacts of the fire become more apparent, it is likely that the Poudre River will start to experience impaired water quality, particularly during Spring snowmelt and Summer thunderstorms in the watershed. During these impaired water quality runoff events, the City’s Water Treatment Facility is able to continue to treat water. In cases where the water becomes too impaired to treat, staff can implement several options to prevent impaired water entering the City’s drinking water supply. These include Poudre River monitoring & shutting off the Poudre intake during rain storms, switch to 100% Horsetooth water (City has adequate water supplies in HT), utilize both sedimentation basins (Pleasant Valley Pipeline basin was constructed after High Park Fire), increase chemical...
treatment processes, increased communication with customers, while maintaining all drinking water quality standards.

While the Cameron Peak Fire (125,000 acres) has exceeded the acreage of the High Park Fire (87,000 acres), the water quality effects of both fires will likely be similar. The High Park Fire area produced several high turbidity, ash, and sediment laden river flows in 2012 and in 2013. However, the 2013 Flood had an advantage in that it washed most of the sediment and ash out of the river system, resulting in improved water quality runoff from the HPF burned areas. It is unlikely that the CPF burned area will experience a flood of that magnitude again soon, so the effects of the CPF will probably be felt for a much longer time than those of the HPF.

Staff has implemented several enhanced and new water quality monitoring measures to address impacts of the fire on water supplies. Two early warning water quality alert stations have been installed on the Poudre River upstream of the Water Treatment Facility’s Poudre River Intake. These systems provide treatment operators advance notice of when to temporarily bypass impacted river water. In addition, existing long-term monitoring programs have been adapted to capture impacts of the fire and storm sampling will assist in tracking watershed recovery and answering key questions about treating fire-impacted water.

**POST-FIRE WATERSHED RECOVERY**

The City plans to engage in post-fire recovery activities that focus primarily on protections for water supplies in the Poudre River Watershed including supply reservoirs and the Poudre River itself. Although treatment plans have not yet been developed, the type of work will likely focus on emergency hillslope stabilization (e.g. aerial mulching and seeding), sediment catchment basins around reservoirs, and stream channel stabilization where persistent erosion occurs. All work associated with repairing damage to private assets like homes, buildings, roads, and other structures is being managed by Larimer County.

For the Cameron Peak Fire, three general pathways exist for implementing the full scope of post-fire treatments and are detailed in the table below. The City is most likely to engage and assist in funding work through the Emergency Watershed Protection (EWP) program and through supplemental treatments through the Local Recovery Group.

<table>
<thead>
<tr>
<th>Program Name</th>
<th>Scope of Work</th>
<th>Responsible Party</th>
<th>Timeframe</th>
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<tbody>
<tr>
<td>Burned Area Emergency Response (BAER)</td>
<td>Summarize impacts within burn area; identify USFS values at risk; implements post-fire treatments on US Forest Service (USFS) Lands.</td>
<td>US Forest Service</td>
<td>As soon as possible following fire containment.</td>
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<tr>
<td>Natural Resources Conservation Service (NRCS) – Emergency Watershed Protection (EWP) Grant Program</td>
<td>Identifies affected values on private and State Lands; recommends emergency hillslope stabilization measures. EWP Sponsor (City of Greeley) implements treatments.</td>
<td>NRCS &amp; EWP Sponsor; Cities of Fort Collins and Greeley, and other potential partners to cost-share the 25% match requirements for all treatments.</td>
<td>Potential near-term actions to protect water supply reservoirs (Nov). Majority of hillslope treatments will occur late Spring 2021, following snowmelt.</td>
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<tr>
<td>Local Recovery Group - Supplemental Treatments (beyond BAER &amp; EWP)</td>
<td>Address restoration needs not met by EWP or BAER by directing additional funding to targeted projects.</td>
<td>Local Recovery Group members: work led by Coalition for the Poudre River Watershed, along with local agencies, water providers, businesses and non-profits.</td>
<td>Mid- to long-term; 2021 and beyond.</td>
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The Coalition for the Poudre River Watershed (CPRW) on behalf of the Local Recovery Group is currently coordinating post-fire debris flow modeling to identify priority areas for treatments. This shared approach to priority setting will assist in coordinated application of treatments and will help to leverage financial contribution of all involved parties. Modeling work will be performed by the Colorado Forest Restoration Institute at Colorado State University.

FINANCIAL CONSIDERATIONS

Many uncertainties remain related to the extent and timing of the start of post-fire recovery work. The uncertainties include the fact that the fire continues to actively burn making the full extent of damage unknown, the ultimate number of cost-sharing partners, and that discussions with USFS and NRCS are ongoing about the possible eligible uses for EWP funds. The current estimate for the City’s cost-share is between $1.0-$4.3 million dollars. In cooperation with members of the Local Recovery Group, City staff are currently drafting contracts and Intergovernmental Agreements that could support the City’s engagement in post-fire recovery activities.

It is anticipated that there will be some costs associated with this fire that will be the obligation of the Water Enterprise Fund. The table below summarizes the 10-year rate and debt issuance forecast that was presented to the Council Finance Committee in January 2020. It reflects the anticipated capital investment needs and ongoing operations and maintenance (O&M) expenses associated with the water utility for the next decade without the fire. Additional capital investments and O&M expenses resulting from the fire will require either realizing additional revenues through a rate increase, drawing down reserves ahead of the next debt issuance or delaying other capital investments.

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<tr>
<th>Rate Increase</th>
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Debt Issuance: $156-157M

$209M of capital work is expected to be needed between 2020 and 2030 in addition to the current capital appropriations

If the proposed 2.0% rate increase for 2022 were to be implemented in 2021 this would increase revenues in 2021 by roughly $600,000. This will be discussed further with the Council Finance Committee on October 19th.

HORSETOOTH OUTLET PROJECT AND WATER RESTRICTIONS

Water restrictions began on October 1st, per the City Managers Declaration and Order of Water Restrictions for Fort Collins Utilities.

Fort Collins Utilities (Utilities) has been coordinating with the other water providers, who are also impacted by the Horsetooth Outlet Project (HOP), potential impacts from the Cameron Peak Fire, and severe drought. As of September 30, East Larimer County and West Fort Collins Water District have instated similar outdoor water restrictions. North Weld County Water District will be proposing water restrictions to their Board in October and Fort Collins-Loveland Water District’s Board has decided to take a voluntary approach and is asking customers to stop uses, similar to the other districts’ water restrictions.

Utilities staff have been focused on preparing for Oct. 1 by conducting the following efforts and will continue throughout the declared water restrictions:

- Communicating with diverse and numerous engagement and outreach efforts, including but not limited to, a press release, print, web, and radio advertisements, numerous presentations to various community groups, direct mailing postcards to all Utilities customers, bill inserts July through November and customer notifications via email.
- Reviewing 88 raw water registration and exception permits for new lawn installations and active/athletic playing fields to-date.
- Responding to 333 emails and voice mails regarding HOP and water restrictions since July 2020.
• Developing a HOP water demands tracker that will be updated Monday, Wednesday, and Friday each week and available to the public at fcgov.com/HOP to monitor progress towards the goal of 15 million gallons per day (capacity of the backup pump system).
• Working closely with coordinating City Departments, such as Code Compliance and Environmental Services; and others.
• Assisting impacted City Departments, such as Parks, Streets, Connexion and others, with permits, raw water registration and other water restriction guidance.

More information regarding HOP and water restrictions can be found here: fcgov.com/HOP and fcgov.com/water-restrictions. Customer and community inquiries can be directed to HOP@fcgov.com and 970-416-8040.

ATTACHMENTS

1. Powerpoint Presentation (PPTX)
Cameron Peak Fire: effects on air and water quality

Mark Kempton, Jill Oropeza, Lance Smith, Cassie Archuleta
Cameron Peak Fire ICS Team

Presenters
Mark Kempton - Interim Utilities Deputy Director – Water Resources & Treatment
Jill Oropeza - Director, Sciences
Lance Smith - Director, Utilities Finance
Cassie Archuleta - Manager, Environmental Sustainability

Available for Questions
Matt Zoccali - Senior Manager, Sciences
Gretchen Stanford - Interim Deputy Director, Customer Connections
Alice Conovitz - Water Conservation Analyst
Mariel Miller - Interim Water Conservation Manager
Jim Byrne – Director, Emergency Preparedness and Security
• Cameron Peak Fire overview
• Water quality impacts and High Park Fire comparison
• U.S. Forest Service process, watershed restoration, partnering, and projected costs
• Financial considerations
• Air Quality Update
• Questions for Council
1. A 2% water rate increase is planned for 2022. Anticipating watershed restoration costs related to the Cameron Peak Fire, what feedback does City Council have regarding moving the water rate increase up a year earlier to 2021?

2. The City of Greeley has volunteered to be the Project Sponsor for the Federal Emergency Watershed Program which entails 100% up-front costs and a 25% cost match after reimbursement. What direction does Council have regarding the City partnering with Greeley and sharing the 25% cost match?
Water Treatment Response

- Increase Poudre River monitoring & shut off intake during rainstorms
- Switch to 100% Horsetooth water
- Utilize both sedimentation basins
- Increase chemical treatment processes (Alum and Carbon)
- Increase communication with customers
- Maintain **ALL** drinking water quality standards
Wildfire Impacts

[Images of wildfire impacts]
Monitoring Water Quality Impacts

- Real-time measurements for treatment operations
- Early-Warning Water Quality Alert System
- Collaborative long-term monitoring program
- Post-fire recovery monitoring
- Water treatment studies
Possible Recovery Pathways

- Post-Fire Recovery
  - US Forest Service (USFS) Burned Area Emergency Response (BAER) Report
  - Federal lands
    - USFS BAER treatments & long-term recovery plan
  - Natural Resources Conservation Service (NRCS) Emergency Watershed Protection (EWP) Program
  - Local Recovery Group (Coalition for the Poudre River Watershed)
    - Private & state lands w/ limited opportunities on USFS land
Emergency Watershed Protection (EWP)

- Natural Resources Conservation Service (NRCS) - immediate post-fire threats to life and property, on private and State lands
- EWP Financial Sponsor – contracts directly with NRCS for financial assistance
- 25% match requirement, 75% reimbursement from NRCS after work is complete
Local Recovery Group

- Secures funding for additional post-fire restoration needs
- Coordinates with EWP and BAER treatments to maximize impact
- Led by Coalition for Poudre River Watershed (CPRW)
- Includes non-profit groups, local agencies and water providers
Estimated Timeline

**September**
- Recovery planning begins

2020
- BAER report complete
- Prioritize treatments
- EWP Sponsor request

**October**
- Snow cover Planning & contracting

2021
- USFS treatments completed
- Emergency protections
- EWP assessments

**November**
- EWP contract completion
- Future restoration planning

**Summer**
- Implementation of watershed treatments
Estimated Cost of Post-Fire Recovery

| Estimated cost-share for City of Fort Collins* | $1.0M - $4.3M |

* Large uncertainty in cost due to unknown scope of federal EWP program

**Estimate Includes:**

- Implementation of EWP (minimal & enhanced scope) and supplemental USFS watershed treatments
- Project management support (2 years)
- Post-fire treatment studies
- Other technical assistance (debris flow modeling)
### Water Fund Financial Considerations

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*$209M of capital work is expected to be needed between 2020 and 2030 in addition to the current capital appropriations

*A 2% rate increase is expected to increase operating revenues $500-600K annually*
Air Quality Update

September 30, 2020
NOAA GOES-16 Satellite Image
Mullen Fire (WY)  
Cameron Peak Fire (CO)  
Cheyenne  
Fort Collins  
Denver

EPA Fire and Smoke Map: https://fire.airnow.gov/

Air Quality Index (AQI)
- Good
- Moderate
- Unhealthy for Sensitive Groups
- Unhealthy
- Very Unhealthy
Fine Particulate Matter (PM$_{2.5}$)

10/5/2020, 4pm (186 µg/m$^3$)

Real-time AQ data and visibility images: fcgov.com/AQdata
Daily water demand has reduced significantly, but **we still need your help**. Stop outdoor water use to help us stay below the water demand needed during HOP (15 MGD).
1. A 2% water rate increase is planned for 2022. Anticipating watershed restoration costs related to the Cameron Peak Fire, what feedback does City Council have regarding moving the water rate increase up a year earlier to 2021?

2. The City of Greeley has volunteered to be the Project Sponsor for the Federal Emergency Watershed Program which entails 100% up-front costs and a 25% cost match after reimbursement. What direction does Council have regarding the City partnering with Greeley and sharing the 25% cost match?
Internal

- ICS team participant
- Utility-wide Wednesday email
- City intranet page
- Collaboration with experts on media requests
- Collaboration with Sustainability’s air quality team
- Collaboration with CPIO

External

- Public Information Officer collaboration with federal, state and city organizations
- Utility website [f cgov.com/utilities/2020-wildfires](http://f cgov.com/utilities/2020-wildfires)
- Customer account notifications and water quality reports communicated
- Media requests – print, on air and film
- Social media, including Facebook live events
HOP Need: Reduce treated water demand to typical winter (indoor) levels this October.

Maximize water available during HOP

Be prepared for changing conditions

We need your help: City and community working together to reduce risk
NOT ALLOWED OCT. 1 ~ NOV. 30
- Lawn watering (residential and inactive areas of parks/fields)
- Vehicle washing at home
- Pressure/power washing hard surfaces

ALLOWED
- Drip and hand watering trees, plants, food production
- Active/athletic fields, new sod/seed (permit)
- Raw water (registration)
- Indoor use

Full list of water restrictions at fcgov.com/water-restrictions
• Reliance on Poudre River and reliable backup pump system
  Limited capacity based on winter (indoor) use
• Cameron Peak Fire impacts to Poudre River increase likelihood of backup pump dependence
• Ongoing hot and dry conditions driving high demand

**Looking forward:** Strengthen Horsetooth infrastructure now, before anticipated fire-related runoff events in spring and after impact Poudre River
Cameron Peak Fire
- 135,000 acres
- ~5% private land, ~95% federal land
- Began August 2020
- Long term watershed restoration is a key requirement

High Park Wildfire
- 87,284 acres
- ~50% private land, ~50% federal land
- Began June 2012
- 259 homes lost
- 11,000 acres treated with mulch
- 100 days off Poudre River (100% Horsetooth water)
- 2013 flood washed ash and sediment from river
1. CALL TO ORDER
   5:30 p.m.

2. ROLL CALL
   • Board Members Present: Kent Bruxvoort (Chairperson), Greg Steed (Vice Chairperson), Michael C. Brown, Jr., Cibi Vishnu Chinnasamy, Tyler Eldridge, Paul Herman, Randy Kenyon, Phyllis Ortman, John Primsky, Jason Tarry
   • Staff Members Present: Theresa Connor, Matt Fater, Katherine Martinez, John Song, Meagan Smith, Donnie Dustin, Jill Oropeza, Tim McCollough, Ryan Mounce, Mariel Miller, Liesel Hans, Matt Zoccali, Randy Kenyon
   • Members of the Public: Rob Graves, Rich S.

3. AGENDA REVIEW
   None

4. COMMUNITY PARTICIPATION
   None

5. APPROVAL OF MINUTES
   Chairperson Bruxvoort asked for comments on the January minutes.
   Board Member Brown moved to approve the January 21, 2021 minutes with minor revisions noted.
   Board Member Herman seconded the motion.
   Vote on the motion: it passed unanimously, 9-0, with one abstention by Board Member Chinnasamy due to his absence at the January meeting.

6. NEW BUSINESS
   a. Staff Reports
      (Attachments available upon request)
      i. Preliminary 2020 Year-End Financial Report
         (meeting packet only; no presentation) No discussion
      ii. Water Resources Monthly Report
         (meeting packet only; no presentation) No discussion
iii. Memo: Water Shortage Evaluation and Response Planning Efforts to Date (meeting packet only; no presentation) No discussion

iv. Halligan Water Supply Project Year-in-Review Update (meeting packet only; no presentation; staff available for questions) No discussion. Special Projects Manager Eileen Dornfest commented that the project progressed well in 2020, has not been affected by the pandemic, and the design process is going well. She pointed out that the schedule has been updated to reflect uncertainty in the permitting tasks, and the schedule is now presented as a range of timeframes.

b. Regular Items (Attachments available upon request)

i. Raw Water Rental Rates and Delivery Charges
   Water Resources Engineer II Meagan Smith provided a summary of the raw water rental program, proposed formula for calculating rental rates and delivery charges, and proposed rates. This agenda item is scheduled for first reading on the consent agenda for the March 2 City Council meeting. This item shifted from an annual review with Water Board and Council approval to an every-three-years review starting in 2018.

   Discussion Highlights
   Board members commented on or inquired about various related topics including feedback from raw water customers on the proposal; curiosity about the biggest customer (staff is restricted from sharing customers’ identities and will consult City Attorney’s Office on confidentiality requirement); question on average amount of raw water rented (20,000 acre-feet) and average amount of raw water that is treated (25,000 af); lower rental sales expected this year due to wildfire.

   Board Member Brown moved to that Water Board recommend City Council adopt the proposed formulas for calculating rental rates and delivery charges for Fort Collins Utilities raw water supplies, as well as the proposed rental rate and delivery charge for fully consumable water for 2021 through March 2024.

   Board Member Ortman seconded the motion.
   Vote on the motion: it passed unanimously, 10-0
ii. **Watershed Fire Recovery Intergovernmental Agreement and Appropriation**  
Water Quality Services Manager Jill Oropeza provided a summary of the Cameron Peak Fire post-fire watershed recovery activities, including a brief review of a draft intergovernmental agreement (IGA) with the City of Greeley and Larimer County that outlines cost-sharing agreements as well as the structure of an appropriation to secure funds for watershed recovery projects and water treatment operations. City Council will consider this agenda item on March 16.

*Discussion Highlights*
Board members commented on or inquired about various related topics including Horsetooth Outlet Project surplus (returns to general fund); reserves funding; efficiencies; amount of appropriation request; wildfire areas; mulching; recovery timeline.

**Board Member Brown** moved that the Water Board recommends City Council approve the City of Fort Collins entering into an Intergovernmental Agreement (IGA) for cost-sharing of post-wildfire watershed recovery work.  
**Board Member Eldridge** seconded the motion.  
**Vote on the Motion:** it passed unanimously, 10-0.

**Board Member Tarry** moved that the Water Board recommends City Council approve an appropriation in the amount of $5 million, which will be used on watershed restoration treatments and operations costs associated with treating fire-impacted water supplies in 2021.  
**Board Member Ortman** seconded the motion.  
**Vote on the Motion:** it passed unanimously, 10-0

iii. **2021 Utilities Locating Supplemental Resources**  
Utilities Deputy Director - Light & Power Tim McCollough provided a summary of the appropriation request. The current demands on the department exceed the available resources, in part due to Fort Collins Connexion construction. Excavators and engineering firms are starting to see delays in the department’s ability to provide timely locates in the Fort Collins jurisdiction. Staff recommends bringing forward in March an off-cycle appropriation to City Council of $500,000 funded from reserves to address resource limitations in the Utility Locates division.
Discussion Highlights
Board members commented on or inquired about various related topics including funding sources and equitable allocation; Utilities service area and city limits (service area goes beyond city limits into Growth Management Area); 2018 locating law and subsequent increased engineering locate requests; the build out and undergrounding of a new utility, Fort Collins Connexion, over three years compared to half the city’s Light & Power undergrounding over 25 years starting in the 1980s; actual number of locate requests was close to expected but length and effort required for each was greater than expected.

Board Member Herman moved that the Water Board recommends City Council support the off-cycle locates appropriation as proposed by staff.

Board Member Chinnasamy seconded the motion.
Vote on the Motion: it passed unanimously, 10-0

iv. Recommendation to City Council Regarding an Amendment to the Metro District Evaluation Process
City Planner Ryan Mounce summarized the recommendation. On June 16, City Council approved a six-month moratorium on new metro district applications and directed staff to develop possible changes to the Metro District policy that addresses issues raised by Council and citizens, and that fulfill established City goals. Staff proposes a performance points system, including a menu of options, with respect to housing attainability, energy and water efficiency and neighborhood livability attributes for each residential Metro District. The proposed system is intended to provide metrics that further define “extraordinary public benefits” as found in the current policy. Of particular interest is the Water Board’s perspective on the water conservation components described within the evaluation system.

Discussion Highlights
Board members commented on and inquired about various related topics including whether metro districts are created on the backs of developers (metro districts have the ability to issue debt to pay for infrastructure; future property owners pay); whether voters have a say on metro district formation and tax liability (2018 Council decision based on extraordinary community benefits); fire suppression systems; placing an additional burden on top of cost effective homes with these requirements seems counterintuitive; some of these topics have come up in focus group discussions; the issue is more complex than the metrics indicate, and seem to have conflicting objectives, i.e. ratchet up cost to implement the tool to create more affordable housing.
Chairperson Bruxvoort moved that the Water Board recommend City Council amend the Metro District policy and adopt the water conservation metrics as described in the proposed Residential Metro Districts Evaluation system.
Vice Chairperson Steed seconded the motion.
Vote on the Motion: it passed unanimously, 10-0

7. BOARD MEMBER REPORTS
None

8. OTHER BUSINESS
a. Draft Memo to Council: Reimagine Boards and Commissions Project
   Board members discussed the draft memo, which details their opinions on the project and recommendations to Council regarding the proposed changes, namely the number of Water Board members. They agreed unanimously via straw poll to minor revisions and to send the memo to Council.

9. ADJOURNMENT
   7:51 p.m.

These minutes will be approved by Chairperson Kent Bruxvoort and the Water Board on March 18, 2021.
Finance Committee Meeting Minutes  
February 22, 2021  
9:30 am - noon  
Zoom Meeting

Council Attendees: Mayor Wade Troxell, Ken Summers, Ross Cunniff, Emily Gorgol


Others: Joe Rowan, Gavin Kaszynski

Meeting called to order at 9:30 am

Mayor Troxell; I would like to note for the record that I have conferred with the City Manager and the City Attorney and have determined that the Committee should conduct this meeting remotely because meeting in person would not be prudent for some or all persons due to a current public health agency recommendation.

Approval of Minutes from the January 25, 2021 Council Finance Committee Meeting. Ross Cunniff moved for approval of the minutes as presented. Ken Summers seconded the motion. Minutes were approved unanimously via roll call by Ken Summers, Ross Cunniff and Mayor Troxell.

A. CAMERON PEAK FIRE APPROPRIATION  
Jill Oropeza, Director of Water Quality Services  
Matt Zoccali, Senior Manager of Environmental Regulatory Affairs  
Lance Smith, Utilities Strategic Finance Director

SUBJECT FOR DISCUSSION Post Cameron Peak Fire Watershed Recovery

EXECUTIVE SUMMARY  
The purpose of this item is to discuss the need to appropriate funds for the unanticipated needs of watershed restoration treatments and operational costs associated with treating fire-impacted water supplies with the
Council Finance Committee. The risks to the Poudre watershed from the Cameron Peak Fire are significant and require mitigation to ensure the adequacy of the City’s water supply. In October 2020, Fort Collins City Council approved a 2 percent water rate increase one year earlier than previously planned, which provides approximately $600,000 specifically intended to address post fire needs. In addition, the Horsetooth Outlet Project was completed under budget leaving $1,800,000 in unused funds. Operating revenues in the Water Fund exceeded the projected 2020 revenues by over $2.6M. In total, there are approximately $5,000,000 of Water funds that could potentially be used toward fire recovery needs. Staff proposes that this requested appropriation for 2021 be funded with these identified resources. Use of these funds would not require an additional rate increases at this time, nor would it impact the current timeline or funding for planned capital investments. It is anticipated, however, that additional appropriations and/ or rate increases may be needed in future years.

GENERAL DIRECTION SOUGHT AND SPECIFIC QUESTIONS TO BE ANSWERED
1. Does the Council Finance Committee support bringing forth an appropriation ordinance for $5.0M to support the mitigation efforts necessary to ensure effective treatment of water from the Poudre River after the Cameron Peak Fire?

2. Does the Council Finance Committee support entering into an Intergovernmental Agreement with Larimer County and the City of Greeley to collaborate on post-wildfire watershed recovery work?

BACKGROUND/DISCUSSION
The unprecedented summer and fall wildfire season of 2020 resulted in nearly 400,000 acres of burned landscape in critical watersheds that source water supplies to communities in Larimer and Weld counties, including municipalities like Fort Collins and Greeley. These communities receive water supplies from the Cache La Poudre River, Colorado-Big Thompson (CB-T) system and associated high mountain reservoirs, which were impacted by the Cameron Peak and East Troublesome wildfires. Northern Water is managing the response and recovery to the East Troublesome Fire. The work proposed herein pertains specifically to impacts from the Cameron Peak Fire. The after-effects of widespread forest fires typically include more frequent and flash flooding following rain and snowmelt runoff events, leading to increased ash and sediment in the river, increased likelihood of debris flows, and an overall degradation of water quality, particularly after thunderstorms. The water quality impacts of post-fire debris and sediment flows following rain events are often sudden and severe and can render the Poudre River water supply temporarily untreatable. In these cases, as happened frequently following the High Park Fire of 2012, the ability to rely on Horsetooth Reservoir water is critical for the continuity of water treatment operations. Real-time water quality sensors on the Poudre River ensure that changes in water quality are detected early enough to allow operations to effectively bypass the river water until conditions improve. The primary purpose of post-fire treatments like the application of mulch or other groundcover, is to decrease erosion and hold the soil in place, thereby giving the chance for vegetation to reestablish and minimizing the downstream impacts to property, infrastructure, water quality and aquatic life. In cases where stabilization is not feasible or ineffective, downstream treatments like wattles or sediment catchment basins are designed to spread out, capture or relocate sediment and debris, keeping it off roadways and away from homes and water supply infrastructure, and out of the main river channel.

A group of regional stakeholders, referred to as Water Providers, worked with a consultant (JW Associates) to develop an initial watershed assessment of post-fire conditions to identify priority areas for mitigation treatments (Attachment C). This assessment incorporated various public data sets including slope, soil burn severity, debris flow probabilities, and hillslope sediment delivery estimates. Other factors considered included the location of key water supplies, land ownership and management designations (e.g. Federal Wilderness Areas). This approach has initially identified approximately 10,000-18,000 acres of moderate to severely burned
areas meet criteria suitable for treatments, at an estimated cost of $19 - $38 million dollars, depending on the type and extent of treatments.

Many uncertainties remain around the extent and timing of the start of post-fire recovery work including the ultimate number of cost-sharing partners, the amount of available State grant funds, the outcome of efforts with Federal and State delegates to appropriate additional funding assistance, and the possible eligibility of use of said funds on USFS lands, including in federally designated Wilderness Areas. Fort Collins staff are engaged in funding discussions with various State and Federal agencies as well as Congressional representatives and State leaders to convey the need for additional funding resources for fire recovery. Ultimately, the availability of additional State and Federal assistance funds could significantly increase in the extent of treatments and in turn, would greatly assist in minimizing post-fire impacts to water supplies. However, the timing on any of these decisions is unknown and the urgency of the work requires moving forward with currently available resources.

This appropriation request for $5.0M from Available Reserves consists of the following anticipated work:

- **Proposed Post-Fire Emergency Watershed Treatments & Associated Costs ($4,000,000)**
  - Aerial Wood Mulching of highest priority areas = $1,000 - $3,000 / acre → Addresses 2,500 - 7,500 acres out of the 10,000 acres identified as highest priority
  - Wattles, stream grade control, sediment catchments = $265,000
  - Project Management Support = $35,000

- **Unanticipated Water Treatment O&M and associated plant capital cost estimates ($1,000,000)**
  - Poudre Intake sediment removal = $500,000
  - Additional water treatment chemicals = $300,000
  - Solids handling/drying temporary improvements = $50,000
  - Water treatment and watershed studies/monitoring = $50,000
  - Joe Wright Reservoir Mitigation = $50,000
  - Potential water restrictions outreach and staffing = $50,000

**Intergovernmental Agreement**
The City of Fort Collins, City of Greeley and Larimer County propose to enter into an IGA regarding cost-sharing and reimbursements for post-fire treatments approved under the federal Natural Resources Conservation Service (NRCS) Emergency Watershed Protection (EWP) assistance program. This IGA will be presented with the appropriation ordinance on March 16th for First Reading.

The purpose of the NRCS EWP Program is to fund emergency hillslope stabilization measures on private and State lands, designed for the protection of life and property, including community water supplies. Larimer County and City of Greeley were approved as fiscal sponsors for this program and as such, are contracted with the NRCS for the use of and reimbursement of recovery expenses up to 80% for construction and 100% for technical assistance. The 20% cost share for construction projects (treatments) will be shared between participants of this agreement. Under the City of Greeley’s sponsor agreement, they will be responsible for addressing necessary watershed and water supply protection treatments and Larimer County will address private resident needs and critical road, bridge, and other infrastructure outside of the public right of way. The City of Fort Collins does not anticipate cost-sharing for projects under the County’s scope of EWP work, except for where a particular project provides mutual benefit for water supplies as well as private property infrastructure.
DISCUSSION / NEXT STEPS:

Ken Summers; Can we cover most of this with the sources you identified? What does the reserve status of the utility fund look like?

Lance Smith: $75M in cash in reserves - $35M of which is available and unappropriated at this point.

Ken Summers: thank you – encouraging – I want to commend staff for their efforts.

Darin Atteberry; $1.8M surplus with HOP (Horsetooth Outlet Project) What was the total project budget? Was the savings recognized by us exclusively or by all partners?

Mark Kempton; The total budget was $3.3M with 40-60% city cost share - the savings was realized by all – the project happened a lot quicker than anticipated - we have invoiced the partners for their percentage - the $1.8M is city money and not partner money.

Emily Gorgol; how will Council be updated on the Information and any changing costs?

Jill Oropeza; we have our initial timeline - start developing the treatment plan for 2021 and start implementation in May and by mid-late summer we should be starting to understand how our watershed is responding and our ability to utilize certain funding sources – we are hoping to come back and provide an update in a few months as we move forward with the implementation plan – in the fall we will do a second round of assessment to capture what we have learned over the summer and identify needs for the coming year and additional needs are necessary at that time Give Council a quarterly update –

Darin to Jill; ACTION ITEM – It would be great to provide a quick one-page quarterly update to Council through the summer Q3. It would be helpful if we anticipate any additional expenditures and make sure that I get that information to share with the Finance Committee and with Council.

Ross Cunniff; do we have a sense of when we will get an estimate of the magnitude of the Troublesome Fire?

Jill Oropeza; we are working closely with Northern and they are leading similar work in parallel on the Big Thompson system - they have just completed their post fire assessment and they are also facing a similar situation with funding sources – we are starting to work together on bringing additional funds for that We have also talked about an initial monitoring plan – partnering the CBT system and Horsetooth – we have looked into utilizing a model to simulate some potential impacts, but we do not know the feasibility or how helpful that will be. We have started some initial conversations on how we will respond. From a funding standpoint we do not have enough information yet on where some of the work will actually happen or the downstream water quality impacts will be – conversations will continue to evolve – we do not currently have a lot of information on what is needed from a restoration standpoint.

Ross Cunniff; Do we have confidence that Horsetooth water quality will be sufficient to be a backup in the event of Poudre sedimentation events?

Jill Oropeza; they are doing a lot of work to ensure the east slope reservoirs are as full as possible - that we would not see those impacts for some time – perhaps some of that material might have an opportunity to settle out – anytime you have sediment and ash there will be some water quality issues - reduce amount of sediment
that gets transferred over – fairly consistent – a lot of monitoring in place throughout the system if that were to change

Ross Cunniff; hoping this does not happen but if both of our water supplies are compromised – are we starting to think about what our response would be / options / communications, etc.?

Jill Oropeza; we are starting those conversations – mitigate impacts through the water treatment process –

Mark Kempton; We anticipate Poudre impact, but we are looking for Horsetooth being our high quality
We do anticipate the Poudre River cleaning up – we could switch sources reliably – we are doing a lot of planning around outreach messaging on odor, taste if we get to that stage

Ross Cunniff; urgency of remediation on the Poudre in place as soon as we can. I am in support of moving this forward – other question regarding possibility of moving the 2% rate increase up to 2021 to give us more reserves – what the tradeoffs are -

Lance Smith; no specific projects – long term financial plan was assuming operating revenues were going to come in at budget - we have been able to complete the Horsetooth Outlet Project under budget, so we do not anticipate that this is going to impact in the near term any capital work we had planned otherwise – that is approximately $600K

Ross Cunniff; I would support that, and I absolutely support being a partner with Greeley and potentially others and sharing costs based on our perspective impacts. I do not see a downside to being a partner in this space – We will be talking with Northern. Looking across utility boundaries for this kind of mitigation effort makes a lot of sense.

GENERAL DIRECTION SOUGHT AND SPECIFIC QUESTIONS TO BE ANSWERED

1.  Does the Council Finance Committee support bringing forth an appropriation ordinance for $5.0M to support the mitigation efforts necessary to ensure effective treatment of water from the Poudre River after the Cameron Peak Fire?

2.  Does the Council Finance Committee support entering into an Intergovernmental Agreement with Larimer County and the City of Greeley to collaborate on post-wildfire watershed recovery work?

RESULT:

Committee supports both bringing forth an appropriation ordinance for $5.0M to support the mitigation efforts necessary to ensure effective treatment of water from the Poudre River after the Cameron Peak Fire and entering into an Intergovernmental Agreement with Larimer County and the City of Greeley to collaborate on post-wildfire watershed recovery work
ORDINANCE NO. 046, 2021
OF THE COUNCIL OF THE CITY OF FORT COLLINS
MAKING SUPPLEMENTAL APPROPRIATIONS, APPROPRIATING PRIOR YEAR RESERVES, AND AUTHORIZING TRANSFER OF EXISTING APPROPRIATIONS FOR POST-FIRE WATERSHED RESTORATION TREATMENTS AND OPERATIONAL COSTS ASSOCIATED WITH TREATING FIRE-IMPACTED WATER SUPPLIES

WHEREAS, during the 2020 wildfire season, nearly 400,000 acres of landscape burned in critical watersheds through which the Cache La Poudre River, the Colorado-Big Thompson (CB-T) system, and associated high mountain reservoirs supply water to Northern Colorado communities, including Fort Collins, Greeley, and Larimer County; and

WHEREAS, following forest fires like the 2020 Cameron Peak and East Troublesome wildfires, flash flooding is more frequent, leading to increased ash deposits and sedimentation in rivers, debris flows, and overall degradation of water quality, requiring municipal water systems operators incur significant additional water treatment expenses for remediation measures; and

WHEREAS, City Utilities staff has estimated $1,000,000 in unanticipated operating and capital costs for the City’s Water Treatment Facility to address the impacts of the 2020 wildfires, which total is anticipated to be adjusted as the impacts of the Cameron Peak and East Troublesome fires on the City’s water quality and water supply are revealed, priority work is identified, and projects are scheduled; and

WHEREAS, after the 2020 wildfire season, regional stakeholders, including Fort Collins and Greeley, prepared an initial watershed assessment of post-fire conditions to identify priority areas for regional post-fire treatments and to explore options to reduce impacts on individual municipal water systems; and

WHEREAS, this effort identified 18,000 acres of moderate to severely burned areas suitable for treatments (e.g., aerial wood shred mulching, straw erosion wattles, sediment catchment basins, and stream grade control structures), at an estimated cost of $19 - $38 million; and

WHEREAS, based on the watershed assessment, Greeley and Larimer County engaged the Natural Resources Conservation Service (NRCS) and entered into agreements for federal financial assistance through the Emergency Watershed Protection (EWP) assistance program; and

WHEREAS, an intergovernmental agreement negotiated by Fort Collins Utility staff, Greeley, and Larimer County to establish a cost-sharing arrangement to complete the post-fire treatments approved under the EWP assistance program (“Post-Fire Watershed Restoration IGA”), for adoption with second reading of this Ordinance; and

WHEREAS, Utility staff has estimated, prior to EWP program reimbursements and including anticipated local match requirements, the City’s share of proposed post-fire watershed treatments and associated costs will be approximately $4,000,000, including $3.7 million to
address up to 7,500 high priority acres through aerial wood mulching; $265,000 for wattles, stream grade control, and sediment catchments; and $35,000 for project management support; and

WHEREAS, Utilities staff has identified approximately $600,000 in unencumbered revenues in the Water Fund, based on water rates City Council approved under Ordinance No. 140, 2020 (November, 17, 2020), along with $1,800,000 in unused funds in the Horsetooth Outlet Project, and operating revenues in the Water Fund that exceeded the projected 2020 budget, which sums are available to fund initial post-fire watershed restoration treatments and Water Utility wildfire-related operational costs; and

WHEREAS, Utilities staff accordingly has recommended Council approve supplemental appropriation of $1,000,000 for unanticipated operating and capital costs at the City’s Water Treatment Facility attributable to 2020 wildfires, and $4,000,000 for post-fire emergency watershed treatments and costs under the pending Post-Fire Watershed Restoration IGA; and

WHEREAS, this appropriation benefits public health, safety and welfare of the citizens of Fort Collins and benefits Water Utility rate payers by proactively addressing impacts of recent wildfires on City water utility treatment facilities and operations, and leveraging regional and federal financial and in-kind resources to protect essential water basins and water quality, thereby curbing utility operating costs that may otherwise require sooner water service rate increases; and

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

WHEREAS, Article V, Section 9 of the City Charter further 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 from anticipated revenues described herein and determined that this appropriation is available and previously unappropriated from the Water Fund and will not cause the total amount appropriated in the Water Fund to exceed the current estimate of actual and anticipated revenues to be received in that fund during any fiscal year, including amounts otherwise payable to the General Fund for payments in lieu of taxes and franchise (PILOT); and

WHEREAS, the City Manager has recommended the appropriation from prior year reserves described herein and determined that this appropriation is available and previously unappropriated from the Water Fund and will not cause the total amount appropriated in the Water Fund to exceed the current estimate of actual and anticipated revenues to be received in that fund during any fiscal year; and
WHEREAS, Article V, Section 10 of the City Charter authorizes the City Council, upon recommendation by the City Manager, to transfer by ordinance any unexpended and unencumbered appropriated amount or portion thereof from one fund or capital project to another fund or capital project, provided that the purpose for which the transferred funds are to be expended remains unchanged; the purpose for which the funds were initially appropriated no longer exists; or the proposed transfer is from a fund or capital project in which the amount appropriated exceeds the amount needed to accomplish the purpose specified in the appropriation ordinance; and

WHEREAS, the City Manager has recommended the transfer of $1,800,000 from the Horsetooth Outlet capital project to the Watershed Recovery project and determined that the proposed transfer is from a capital project account 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 for expenditure from anticipated revenues in the Water Fund the sum of FIVE HUNDRED SIXTY-FOUR THOUSAND DOLLARS ($564,000) for post-fire watershed restoration treatments and operational costs associated with treating fire-impacted water supplies.

Section 3. That there is hereby appropriated for expenditure from anticipated revenues in the Water Fund the sum of THIRTY-SIX THOUSAND DOLLARS ($36,000) for payment in lieu of taxes (PILOT) to the City’s General Fund to be used for post-fire watershed restoration treatments and operational costs associated with treating fire-impacted water supplies.

Section 4. That there is hereby appropriated for expenditure from prior year reserves in the Water Fund the sum of TWO MILLION SIX HUNDRED THIRTY-SIX THOUSAND DOLLARS ($2,636,000) for post-fire watershed restoration treatments and operational costs associated with treating fire-impacted water supplies.

Section 5. That the unexpended and unencumbered appropriated amount of ONE MILLION EIGHT HUNDRED THOUSAND DOLLARS ($1,800,000) is hereby authorized for transfer from the Horsetooth Outlet capital project account to the Watershed Recovery project and appropriated therein.

Introduced, considered favorably on first reading, and ordered published this 16th day of March, A.D. 2021, and to be presented for final passage on the 20th day of April, A.D. 2021.
ATTEST:

_______________________________

City Clerk
Passed and adopted on final reading on the 20th day of April, A.D. 2021.

_____________________________
Mayor

ATTEST:

_____________________________
City Clerk
AGENDA ITEM SUMMARY
City Council

March 16, 2021

STAFF

Lance Smith, Utilities Strategic Finance Director
Cyril Vidergar, Legal

SUBJECT

First Reading of Ordinance No. 047, 2021, Appropriating Prior Year Reserves in the Light and Power Fund for Electric Utilities Customer Payment Assistance.

EXECUTIVE SUMMARY

The purpose of this item is to consider appropriation of a “one-time cash distribution” of $468,941 from Platte River Power Authority (PRPA) to be used for utility delinquencies through the Utilities Payment Assistance Program for electric and telecommunication utility customers economically affected by COVID-19 and to address the impact on rates that significant past-due and uncollectible balances may have on all electric and other utility ratepayers. The funds were deposited into the Light & Power Enterprise Fund in December 2020, and may only be used for that utility’s operations, maintenance, repair, replacement, or betterment or for another “specific utility purpose determined by Council to [benefit the utility’s ratepayers]”.

BACKGROUND / DISCUSSION

In December 2020, PRPA issued a “one-time cash distribution” to Fort Collins in the amount of $468,941 as one of PRPA’s owner municipalities. These funds were deposited into the Light & Power Enterprise Fund and, pursuant to Art. XII, §6 of the City Charter, may only be used for that utility’s operations, maintenance, repair, replacement or betterment or for another “specific utility purpose determined by Council to benefit the ratepayers of said utility[’s]”.

Given the need to address the significant increase in utility delinquencies and the uncertainty of additional federal funds, utilizing the PRPA funds will help those customers who have incurred past due balances over the past 10 months related to the pandemic. Utilities staff proposes using the same application process used with distributing CARES Act funding, to include tracking the funds, customer impact, and ensuring that funds are utilized to help those that have experienced economic hardship through COVID-19. Through this proposed appropriation and the City’s ongoing commitment to work with our customers to establish payment plans, this “one-time cash distribution” from PRPA will be able to directly help the most impacted Utilities electric customers and to address the significant and unusual past-due and uncollectible utility account balances that are likely to have an impact on electric utility ratepayers in the form of increased rates if not reduced.
Since March 2020, Fort Collins Utilities has not disconnected customers for non-payment in response to community need and the Colorado Governor's executive order restricting public utility disconnection, which expired June 2020. Through federal CARES Act funding and the Utility Payment Assistance Program, Utilities directed $900,000 of financial assistance to customers who have struggled to pay utility bills. Outreach has included mailings, emails, and phone calls to advise customers of available funding and assistance programs. Utilities is waiting on crucial decisions regarding state and federal stimulus packages, such as financial assistance for delinquent accounts pending from utility led programs and third-party nonprofit organizations. The biggest unknown at this time is President Biden’s American Rescue Plan and financial assistance that will be available for utility assistance.

As our community continues to navigate the effects of the COVID-19 pandemic, Fort Collins Utilities has not confirmed a date to reinstate service disconnects. Even though disconnects and delinquent account fees have been consistent mechanisms to encourage customer bill payment, in accordance with the current Governor moratorium, we are also not charging late or reconnection fees to delinquent accounts. However, staff realizes payments for utility services are essential to enable the City to continue delivering reliable and high-quality electric, water, wastewater, and stormwater services and remain compliant with City Charter obligations. As such, staff plans to recommend reinstating disconnects on May 3, 2021 with ample customer outreach and continuing to offer payment arrangements to mitigate disconnection of services. In the meantime, staff is evaluating all available financial and programmatic assistance available for customers with delinquent accounts to resolve overdue balances and avoid the inconvenience associated with disconnection.

CITY FINANCIAL IMPACTS

The PRPA funds were given to the City as an owner/member municipality of PRPA. The use of such funds to assist electric and telecommunication utility customers will allow the electric utility enterprise funds to recover past due operating revenues and avoid interrupting utility services. By more fully realizing operating revenues, the utilities will have more funding available for the operation, maintenance and renewal of existing infrastructure serving everyone in our community. By minimizing the need to interrupt utility service, less time and resources will be needed to manage reconnecting customers without recovering the cost associated with interrupting utility services to our customers.

BOARD / COMMISSION RECOMMENDATION

Staff is scheduled to speak with the Energy Board on disconnects and efforts to avoid such at the March 11, 2021, meeting.
ATTACHMENTS

1. PRPA Resolution 15-20 (PDF)
2. PRPA Memo to Board of Directors (PDF)
3. Memo to Council Finance Committee February 25, 2021 (PDF)
RESOLUTION NO. 15-20

Background

A. The municipalities of Estes Park, Fort Collins, Longmont and Loveland (owner communities) have established Platte River Power Authority (Platte River) under Colorado Revised Statutes §§ 29-1-203 and 29-1-204 as a separate legal entity and multipurpose intergovernmental authority with the primary purpose of providing electric generation and transmission services to its owner communities.

B. As an intergovernmental authority formed by the owner communities, Platte River is subject to the Local Government Budget Law of Colorado (Colorado Revised Statutes, § 29-1-101, et seq.) and therefore must, among other things, establish an annual budget that does not provide for expenditures in excess of available revenues and beginning fund balances.

C. As provided in the Organic Contract among the owner communities that formed Platte River, all Platte River assets are held in trust, on behalf of the owner communities, to carry out the purpose of the Organic Contract.

D. In response to the COVID-19 pandemic, Platte River recognized that revenues from energy sales to its owner communities would decline and has made extraordinary efforts to generate offsetting additional revenues and reduce expenses during 2020, with positive year-to-date financial results as of October 31, 2020, including actual surplus sales revenues that significantly exceed Platte River's 2020 budget estimate.

E. Consistent with the requirements of its General Power Bond Resolution, Platte River has confirmed that available revenues generated during 2020, together with beginning balances for the 2020 budget year, are sufficient to (1) pay all "Maintenance and Operation Costs," (2) meet all payment obligations related to "Accrued Aggregate Bond Service," and associated reserve requirements for outstanding bond obligations, and (3) properly transfer into Platte River's General Fund, after satisfaction of all other requirements for use of available revenues under the General Power Bond Resolution, reserves in an amount equal to or greater than $1 million.

F. Platte River's owner communities have experienced, and continue to experience, unprecedented economic hardship in 2020 due to the COVID-19 pandemic, including closed businesses, increased unemployment, reduced household incomes, and citizens struggling to pay utility and other bills.
RESOLUTION NO. 15-20

G. Platte River is a public power entity governed by and responsive to its owner communities’ leadership and has actual year-to-date surplus sales revenues that exceed the 2020 budget. Platte River has historically retained budget surpluses to reinvest in the system for the benefit of the owner communities, but given the severity of the COVID-19 pandemic, Platte River is uniquely positioned to use reserves from surplus revenues to assist its owner communities through a one-time cash distribution to the owner communities.

Resolution

The board of directors of Platte River Power Authority therefore resolves that:

1. In response to the extraordinary hardships caused by the COVID-19 pandemic, Platte River will make a one-time cash distribution to the owner communities equal to $1 million (in aggregate), recognizing that keeping the owner communities strong helps keep Platte River strong.

2. The one-time distribution of $1 million will be apportioned among the owner communities based on (a) the dollar amount of each owner community’s payments to Platte River for electric power and energy purchased from Platte River during the most recent 12-month period (November 2019 thru October 2020), as a ratio of (b) the dollar amount of all owner communities’ payments to Platte River for electric power and energy purchased during the same 12-month period.

3. Each owner community, acting through its governing body, retains full discretion to determine how it will account for and use the cash distribution it receives by virtue of this resolution.

AS WITNESS, I have signed my name as Secretary and have affixed the corporate seal of the Platte River Power Authority this _________ day of __________________, 2020.

________________________________________
Secretary

Adopted:
Vote:
Memorandum

Date: 12/2/2020

To: Board of directors

From: Jason Frisbie, general manager and chief executive officer
Sarah Leonard, general counsel
Dave Smalley, chief financial officer and deputy general manager
Alyssa Clemson Roberts, chief strategy officer
Andy Butcher, chief operating officer

Subject: COVID-19 pandemic support – owner communities distribution

The owner communities have experienced economic hardships due to the COVID-19 pandemic. Each of the communities has seen businesses close, increased unemployment and citizens struggling to pay their utility bills. Platte River has also experienced lower owner community revenues and loads due to the pandemic. However, Platte River staff efforts to produce additional revenue have resulted in higher-than-budgeted surplus sales revenues. While Platte River has historically retained surplus sales revenues to reinvest in the system for the benefit of the owner communities, given the severity of the COVID-19 pandemic, staff proposes a one-time cash distribution to assist the owner communities.

Based on recent discussions with board members regarding the extraordinary hardships caused by the COVID-19 pandemic, Platte River staff recommends the board approve a one-time cash distribution to the owner communities equal to $1 million, in aggregate. This payment will be apportioned based on the ratio of energy sales to each owner community over the period November 2019 thru October 2020. The breakout of the payment to each municipality is shown below:

- Fort Collins: $468,941 (46.894%)
- Longmont: $265,027 (26.503%)
- Loveland: $226,489 (22.649%)
- Estes Park: $39,543 (3.954%)

Attached to this memorandum is a resolution for your consideration.

Attachment
MEMORANDUM

DATE: February 25, 2021

TO: Mayor Troxell and Councilmembers

FROM: Lisa Rosintoski, Customer Connections Deputy Director 2/23/2021
Lance Smith, Utilities Strategic Finance Director 2/23/2021

THROUGH: Darin Atteberry, City Manager 2/25/2021
Theresa Connor, Interim Utilities Executive Director 2/23/2021


Bottom Line: As our community continues to navigate the effects of the COVID-19 pandemic, Fort Collins Utilities has not disconnected utility services due to non-payment since March 2020 and has not confirmed a date to reinstate disconnects. In accordance with the current Governor moratorium, we are not charging late or reconnection fees to delinquent accounts. Payments for utility services are essential to continue delivering reliable and high-quality electric, water, wastewater, and stormwater services. Utilities staff plans to provide an update to City Council on utility delinquencies the fourth Thursday of each month through June 2021.

Delinquent Account Status Including Revenue:

The number of delinquent accounts fluctuates each month. The graph above is an example of the utilities uncollected past-due revenue related to the increase in delinquent accounts. The graph shows that the pandemic has caused hardship for many of our utility customers, and our delinquent account numbers have increased significantly, also impacting utility revenue. Utilities...
typically writes-off about $300,000-600,000 each year in uncollected revenue as bad debt due to delinquency. However, due to the City lien ordinance Utilities may collect the debt once the property is sold.

**Outreach and Financial Assistance Provided to Delinquent Accounts:**
In 2020 through CARES Act funding and the Payment Assistance Fund, Utilities has been able to provide $900,000 of financial assistance to help customers who have struggled to pay their utility bills. Outreach has included mailings, emails, and phone calls to advise them of the available funding.

<table>
<thead>
<tr>
<th>Year</th>
<th>Financial Assistance</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>$119,397</td>
</tr>
<tr>
<td>2019</td>
<td>$86,751</td>
</tr>
<tr>
<td>2020</td>
<td>$323,591</td>
</tr>
<tr>
<td>2021 ytd</td>
<td>$547,647</td>
</tr>
</tbody>
</table>

Each delinquent account is receiving a monthly notice encouraging them to contact Utilities immediately and informing them of their options:
- Pay your bill.
- Set up a payment arrangement.
- Utilize the Payment Assistance Fund

Our hope is that as additional financial assistance becomes available the notice will be updated.

**Financial Assistance Being Considered:**
Currently, Utilities is waiting on crucial decisions to be made regarding state and federal stimulus packages, such as financial assistance for delinquent accounts could come from utility-led programs and third-party nonprofit organizations. The biggest unknown at this time is Biden’s American Rescue Plan and financial assistance that will be available for utility assistance. Below is a summary of financial assistance.
Utility Led Financial Assistance

| Payment Assistance Fund (unclaimed funds only) | $231,745 | Council would need to change City Code to redistribute funds, which could consist of modifying Code to allow the Chief Financial Officer’s regulations to manage. Donations from public would not be used for this purpose. |
| Platte River Power Authority Gift | $468,941 | City Manager’s Office determining allocation and emergency declaration orders to support distribution. |
| Remaining CARES Act funding | $270,000 | As of 2/16/21 |

Third Party, Non-profit Led Financial Assistance

| CARES Act Energy Outreach Colorado (La Familia, Catholic Charities, Discover Goodwill, Colorado State University) | $2.5M Statewide | Funds for utility one time assistance, $1k per fuel source, no LEAP requirement at this time, customer needs to have an electric account, dollars need to be spent by 6/3/21 |
| CARES 2.0 Neighbor to Neighbor (working with other nonprofits, more details to come) | $10.7M Larimer County | Funds for rent and utility assistance were provided to Larimer County, dollars need to be spent by the end of 2021, distribution expected to begin mid-March |

What Are Other Utilities Doing?
As we look to our utility colleagues to see how they are handling delinquent accounts and support their administration remains closely related to ours. However, we have learned most utilities have resumed disconnects including Xcel, Black Hills Energy, the City of Loveland, Colorado Springs Utilities, the City of Fountain, and the Town of Estes Park. Like us, the City of Longmont has not resumed disconnections in hopes of more funding to provide financial assistance.

CC: Lori Clements, Utilities Customer Care & Technology Manager
    Gretchen Stanford, Utilities Community Engagement Manager
ORDINANCE NO. 047, 2021
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROPRIATING PRIOR YEAR RESERVES IN THE LIGHT AND POWER FUND
FOR ELECTRIC UTILITIES CUSTOMER PAYMENT ASSISTANCE

WHEREAS, in December 2020, Platte River Power Authority (PRPA), the municipal electric power generation and transmission authority of which the cities of Fort Collins, Loveland and Longmont, and the Town of Estes Park are members, issued an unanticipated “one-time cash distribution” to the City (the “PRPA funds”), pursuant to PRPA Board Resolution 15-20; and

WHEREAS, the PRPA funds, in the amount of $468,941, were deposited in the Light & Power enterprise fund, to be used, pursuant to Art. XII, §6 of the City Charter, for electric utility operations, maintenance, repair, replacement or betterment or for another specific utility purpose determined by Council to benefit the electric utility’s ratepayers; and

WHEREAS, since March 2020, conditions associated with the Coronavirus/COVID-19 pandemic resulted in significant increases in City utility customer bill delinquencies resulting in significant past-due balances of a magnitude not normally experienced by the Electric utility, only a portion of which was mitigated by the Utilities Payment Assistance Program (PAF), pursuant to City Code §26-722, and federal relief funds in 2020, including the CARES Act, and

WHEREAS, despite $900,000 of financial assistance Utilities applied to assist customers who struggled to pay utility bills in 2020, large utility account balances persist and availability of PAF and federal stimulus funds is uncertain, which led Utilities staff to evaluate other financial resources to help customers who incurred past due balances in the past ten months and seek to reduce outstanding amounts due to the utility to avoid adverse impacts on all utility ratepayers in the form of increased rates; and

WHEREAS, Utilities staff research concluded that using the PRPA funds in addition to the City’s ongoing commitment to establish utility customers payment plans will meaningfully direct assistance to the most impacted Utilities customers. leverage PAF resource opportunities and recover significant outstanding amounts due to the electric utility thereby benefitting all ratepayers; and

WHEREAS, Utilities staff has recommended appropriating the PRPA funds to be administered through the application process used for CARES Act distribution in 2020, including tracking dispersals and customer impact, to ensure the PRPA funds bolster payment plan options for customers experiencing economic hardship due to COVID-19; and

WHEREAS, the City Manager has recommended the appropriation described herein and has determined this appropriation is available and previously unappropriated from the Light & Power Fund and will not cause the total amount appropriated in the Fund to exceed the current estimate of actual and anticipated revenues to be received in that Fund during this fiscal year; and
WHEREAS, Article V, §9 of the City Charter permits the City Council, upon the recommendation of the City Manager, 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 proposed appropriation and expenditure benefit the public’s health, safety and welfare and serve utility rate payers by providing focused funding to enable customers to continue receiving reliable, high-quality electric and telecommunications, water, wastewater, and stormwater services, increase collections and reduce billing operation expenses for utility rate payers consistent with the purposes of Article XII, §6 of the City Charter.

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 Light & Power Fund the sum of FOUR HUNDRED SIXTY-EIGHT THOUSAND NINE HUNDRED FORTY-ONE DOLLARS ($468,941) for expenditure from the Light & Power Fund for payment assistance to electric and telecommunication services customers.

Section 3. That the City Council hereby finds that this use of the PRPA funds will serve the specific utility purposes of reducing the unusually high levels un-paid amounts due to the utility driven by the COVID19 pandemic, avoiding adverse impacts on all utility ratepayers in the form of increased rates, and enabling utility customers to continue receiving reliable, high-quality electric services, which Council determines will benefit the electric utility’s ratepayers as required by Article XII, §6 of the City Charter.

Introduced, considered favorably on first reading, and ordered published this 16th day of March, A.D. 2021, and to be presented for final passage on the 20th day of April, A.D. 2021.

__________________________________
Mayor

ATTEST:

__________________________________
City Clerk
Passed and adopted on final reading on the 20th day of April, A.D. 2021.

__________________________________
Mayor

ATTEST:

__________________________________
City Clerk
AGENDA ITEM SUMMARY
March 16, 2021

STAFF
Noah Beals, Senior City Planner/Zoning
Brad Yatabe, Legal

SUBJECT
First Reading of Ordinance No. 048, 2021, Making Various Amendments to the City of Fort Collins Land Use Code.

EXECUTIVE SUMMARY
The purpose of this item is to make amendments to the Land Use Code (“LUC”) to: (1) clarify the appeal process to the Planning and Zoning Board for minor amendments, changes of use, and basic development review; and (2) allow one additional kitchen within a dwelling unit. These changes were separated out from the annual update in December of 2020 to provide greater public input and refinement of the proposed Code.

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

BACKGROUND / DISCUSSION
The LUC was first adopted in March 1997. Subsequent revisions have been recommended on a regular basis to make changes, additions, deletions, and clarifications. The proposed changes are offered to resolve implementation issues and to continuously improve both the overall quality and user friendliness of the LUC. Additional details regarding the changes are contained in the attachments to this Agenda Item Summary.

Two changes are proposed: (1) clarification of the appeal process to the Planning and Zoning Board for minor amendments, changes of use, and basic development review, and (2) standards that allow one additional kitchen within a dwelling unit (see attached summary). These include changes to the following areas:

- Article 2 Sections: 2.2.10; 2.2.12; 2.11.1; 2.18.3
- Article 3 Section: 3.5.2
- Article 5 Section 5.1.2

BOARD / COMMISSION RECOMMENDATION
At the November 5, 2020 regular hearing, the Planning and Zoning Board unanimously recommended Council adopt the annual LUC revisions with the direction that the two proposed LUC amendments be separated from the annual revisions and receive further public outreach.

These two items were set aside from the annual list and brought before the Planning and Zoning Board for a second time on December 17, 2020. The Planning and Zoning Board made additional edits during the meeting and voted unanimously to recommend that Council adopt the two proposed LUC revisions.
PUBLIC OUTREACH

In preparation for the Planning and Zoning Board public hearing, these revisions were discussed at the July, August, September and October work sessions of the Planning and Zoning Board and posted on a City webpage dedicated to LUC updates. This webpage was advertised on the "This Week in Development Review" webpage, and in a weekly online newsletter that is sent to approximately 435 subscribers. The webpage allows a reader to view the updates and provide feedback on any of the changes.

After the November 5, 2020, Planning and Zoning Board meeting additional public meetings were held. Office hours were scheduled during the day for public to sign up and discuss the Code changes. Also, a public meeting was scheduled at night where staff presented the changes and engaged with those in attendance to hear comments and answer questions.

ATTACHMENTS

1. Summary of Code Updates (PDF)
2. Planning and Zoning Board Minutes (PDF)
## Summary of Land Use Code Changes

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Topic</th>
<th>LUC Sections</th>
<th>Problem Statement</th>
<th>Proposed Solution</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Minimal standards or appeals of Minor Amendment and Basic Development Reviews</td>
<td>2.2.10; 2.2.12; 2.11.1; 2.18.3</td>
<td>The basis of an appeal for a Type 1 or Type 2 decision are clear in the Municipal Code. The Land Use Code does not have minimum appeal standards for Minor Amendments and Basic Development Reviews. This would provide guidance for an appellant and the decision maker.</td>
<td>Provide a clear process for an appeal of a Basic Development Review and Minor Amendment and requires notification for Minor Amendments.</td>
</tr>
<tr>
<td>2</td>
<td>Second Kitchens</td>
<td>3.5.2(H); 5.1.2</td>
<td>The Land Use Code does not currently provide any guidance on when it is acceptable allow for more than one kitchen in a dwelling unit and there is a lack of clarity for pre-existing second kitchens. At times a second kitchen is allowed with an affidavit.</td>
<td>Create standards to clarify how a second kitchen may be integrated into a dwelling without creating a second dwelling unit</td>
</tr>
</tbody>
</table>
Jeff Hansen, Chair  
Michelle Haefele, Vice Chair  
Per Hogestad  
David Katz  
Jeff Schneider  
Ted Shepard  
William Whitley

Virtual Hearing  
Zoom Webinar  
Cablecast on FCTV Channel 14 &  
Channel 881 on Comcast

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 (TDD 224-6001) for assistance.

Regular Hearing  
December 17, 2020

Chair Hansen called the meeting to order at 6:05 p.m.

Roll Call:  
Haefele, Hansen, Hogestad, Katz, Schneider, Shepard, Whitley

Absent:  
None

Staff Present:  
Sizemore, Yatabe, Wray, Lindsey, Beals, Stephens, Claypool, Myers, Betley, Virata, Benton, Mchaffey and Manno

Chair Hansen provided background on the board’s role and what the audience could expect as to the order of business. He described the following procedures:

- While the City staff provides comprehensive information about each project under consideration, citizen input is valued and appreciated.
- The Board is here to listen to citizen comments. Each citizen may address the Board once for each item.
- Decisions on development projects are based on judgment of compliance or non-compliance with city Land Use Code.
- Should a citizen wish to address the Board on items other than what is on the agenda, time will be allowed for that as well.
- This is a legal hearing, and the Chair will moderate for the usual civility and fairness to ensure that everyone who wishes to speak can be heard.

Agenda Review

Interim CDNS Director Sizemore reviewed the items on the Consent and Discussion Agendas stating all items will be heard as originally advertised.........
Planning & Zoning Board
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5. Land Use Code Amendments

Project Description: This is a request for a recommendation to City Council regarding two changes to the Land Use Code. These two changes are described as follows: Regulations to allow a second kitchen in a dwelling unit without increasing the occupancy limits and standards for an appeal of a Minor Amendment and Basic Development Review application. These two items were part of the annual Land Use Code update but have been separated out for additional consideration.

Recommendation: Approval

Manno stated staff has received an email from Lisa (no last name given) regarding the allowance of second kitchens, and email from Jeff Goodell regarding the allowance of second kitchens, an email from Meg Dunn regarding the allowance of second kitchens as well as an increase in occupancy limits as it pertains to You Plus Two (U+2), and an email from Vice Chair Haefele regarding updates to the Land Use Code Minor Amendment section.

Staff and Applicant Presentations

Noah Beals, Interim Development Review Manager, reviewed the timeline and circumstances around the separate consideration of these two Land Use Code changes. He discussed changes made since the work session, including adding the ability for someone who made comment, either written or verbal, at a public meeting to appeal a minor amendment and adding a notification requirement for abutting property owners for minor amendments.

Vice Chair Haefele noted the notification requirement is for a smaller radius than what would have been required for the original project. Beals replied that is due to the fact that minor amendments often have a lesser impact that an original plan. He noted minor amendments do not change the character of a development.

Member Hogestad asked if the notification would go out prior to a decision being made on a minor amendment. Beals replied in the affirmative.

Member Shepard noted an individual who receives notification would be eligible to file an appeal for a PDP. Beals concurred.

Chair Hansen asked about the notification area for a minor amendment. Beals replied it would be the abutting properties of the subject property.

Member Shepard requested clarification regarding whether a public street can be crossed to create an abutting property. Beals replied that is the way the Code is written.

Member Shepard asked how many minor amendments are processed each year. Beals replied almost 100 minor amendments are processed per year.

Regarding the item related to second kitchens, Beals stated the Land Use Code does not currently provide any guidance as to when they are acceptable. He stated they are frequently requested and currently allowed with an affidavit. He stated the proposed Land Use Code language would allow a second kitchen when both kitchens are accessible to all occupants of the dwelling unit, that neither kitchen is located in an accessory building, and that both kitchens have non-separated, continuous open access with no locked doors separating them from the rest of the dwelling unit. He noted this change would not allow for increased occupancy and all occupancy violations will be addressed by Code Compliance officers.

Member Shepard asked if the second kitchen would be noted on building permits and flagged should a future property owner want to create a separate entrance dividing off one of the kitchens. Beals replied in the affirmative.

Vice Chair Haefele asked how many minor amendments have been appealed. Beals replied he would look that up.

Public Input (3 minutes per person)
Planning & Zoning Board  
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Eric Sutherland commented a minor amendment appeal and stated the appellant was met with confusion and dishonesty on the part of City staff. He continued to oppose the City's planning process which he stated operates at the benefit of development in the community.

Beals stated the proposed Code language would not have changed the minor amendment appeal mentioned by Mr. Sutherland. He stated two appeals on minor amendments, one of which was withdrawn, and one or two appeals on basic development reviews have been filed within the last two years.

Vice Chair Haefele agreed the development process can be difficult to navigate for citizens and stated the concierge position that was formed to assist in that regard has never been helpful.

Member Hogestad agreed with Mr. Sutherland and requested staff provide some information regarding how other similarly sized municipalities are dealing with assisting citizens through growth and development issues.

Member Schneider noted the City cannot provide legal advice to citizens.

Chair Hansen commented on the Land Use Code addressing the interests of developers and citizens equally; however, developers frequently have a team of experts and legal representatives who are intimately familiar with the Land Use Code at their disposal. He stated some of these changes, particularly regarding notification, are an attempt to balance that for citizens.

Vice Chair Haefele opposed Member Schneider's comments that the City should represent developers over citizens. She stated the City's liaison position should be an ombudsman from whom any citizen could obtain accurate advice on how to navigate the Land Use Code.

Board Questions / Deliberation

Chair Hansen suggested discussing the minor amendment item first.

Member Schneider clarified the City is not providing legal protection for developers, only for staff and members of Boards and Commissions. He also stated the proposed changes will improve notification for citizens.

Member Katz noted planners-on-call will always assist citizens and commented on the responsibility of City staff to interpret the Land Use Code. He also noted minor amendments are frequently brought forth by citizens.

Member Hogestad commended the minor amendment notification addition, but stated citizens are always at a disadvantage regarding development and their ability to oppose it. He stated the liaison position to assist citizens never seemed to come to fruition.

Vice Chair Haefele stated the notification addition is there because of a request from the Board and commented on this Code change limiting the number of citizens who could file an appeal as originally written.

Member Shepard noted a minor amendment can be referred to the Planning and Zoning Board and the discretion of the Planning Director.

Vice Chair Haefele asked if a citizen who receives a notification could request that a minor amendment be referred to the Planning and Zoning Board. Beals replied they could request that, and the Planning Director would determine whether that is appropriate.

Member Shepard commented on the use of the minor amendment process in the community and noted development projects are not only completed by large out-of-state developers. He stated the process was formed, and is frequently utilized, to make compliance easier and noted there will likely be cases wherein a project would not seek a minor amendment due to the proposed notification requirement and associated delays.

Member Hogestad asked how frequently minor amendments have come before the Board in recent years. Beals replied he recalls about four in the past five years.
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Member Hogestad suggested minor amendments should perhaps come before the Board on the Consent Agenda more frequently.

Chair Hansen stated the notification requirement could aid in staff determining whether a project has garnered significant enough concern or questions to go before the Board.

Member Shepard opposed making arbitrary decisions regarding which projects should come before the Board.

Member Schneider supported the proposed Land Use Code changes and stated the types of projects that come before the Board should be part of a larger conversation.

Chair Hansen concurred and suggested moving the discussion to the second kitchen item.

Member Hogestad commented on the likely high number of existing second kitchens and asked how those would be addressed.

Chair Hansen commented on builders not including kitchens in 'in-law' suites due to the Code requirements and implications.

Beals stated this Code language does not contemplate second kitchens in accessory buildings, just second kitchens in the main structure. He noted the City asked homeowners with second kitchens to request an inspection several years ago and many were identified at that time. Additionally, any properly permitted second kitchen would be grandfathered.

Member Hogestad asked how enforceable an affidavit would be. Beals replied the affidavit is more for a potential buyer of a property and the Code language is what is enforceable.

Member Hogestad commented on the ease of changing door hardware to place a second kitchen behind a locked door creating a second dwelling unit. Beals replied this Code language would not increase occupancy limits.

Vice Chair Haefele commented on a home in her neighborhood that was advertising a separate basement unit for rent. She stated she made a complaint to the City and there was no follow up.

Member Schneider stated those concerns are related to nuisance code and occupancy issues, not zoning issues. He commented on the determination of second kitchens being centered around a cooking appliance, such as a microwave, and on the Building Code definition being centered around a range/oven.

Vice Chair Haefele stated a second dwelling unit is a zoning and Land Use Code issue.

Member Schneider stated the proposed Code change is only related to the primary residence.

Vice Chair Haefele agreed a microwave should not trigger a second kitchen.

Member Schneider stated he would like to see the definition of a second kitchen be changed to include an oven.

Chair Hansen stated there will always be individuals who will subvert the rules and Code language and no changes can be made in this language that will affect those individuals.

Member Katz agreed with Member Schneider’s comment that a second kitchen should be defined by an oven, not simply a plug-in appliance such as a microwave.

Member Whitley asked about the inclusion of a sink in a second kitchen.

Member Schneider stated the Building Code only includes an oven in the definition of a kitchen and suggested including the same definition in the Land Use Code.
Vice Chair Haefele suggested not requiring an affidavit to add a hand-carried plug-in appliance and stated a second range/oven should not be allowed even with an affidavit as that would essentially be creating a second dwelling unit. She stated that type of installation should trigger an inspection to ensure a second dwelling unit is not being created.

Member Schneider commented on specific instances wherein a second kitchen would be used and stated Code language should be written to allow individuals attempting to follow the rules to do so. He stated anyone pulling a building permit would automatically go through an inspection process.

Vice Chair Haefele expressed concern the language would enable someone, through the signing of an affidavit, to build a second kitchen.

Chair Hansen clarified it would be a building permit with an affidavit attached. He stated there is no Land Use Code change that will prevent a dishonest person from installing a second kitchen and stated any change should be designed to not discourage an individual from getting a building permit.

Member Shepard suggested utilizing the affidavit for a kitchen with a range/oven as well as a minor amendment, which would now require notification with this Land Use Code change.

Chair Hansen questioned how neighbors would be notified of a second kitchen in a new ground-up residence. Member Shepard replied it could still be triggered by the building plan reviewer and then a minor amendment, which would require notification.

Vice Chair Haefele stated Member Shepard's suggestion is reasonable and stated small appliances should be removed from the definition of a second kitchen.

Beals discussed the necessary language changes.

Member Schneider discussed Building Code definitions of range, oven, and cooktop and noted it will be important for the definitions to match.

(**Secretary's Note: The Board took a brief recess at this point in the meeting and a roll call was taken at its conclusion.)

Beals presented the new proposed Code language and Members discussed wording changes.

Member Schneider made a motion that the Fort Collins Planning and Zoning Board recommend approval to City Council of Land Use Code changes to Article 2, Section 2.2.10, 2.2.12, 2.11 and 2.18.3, Article 3, Section 3.5.2, and Section 5.1.2 as amended based on the findings of fact, discussion at this hearing and the work session, and materials provided by staff. Member Shepard seconded the motion.

Members Shepard and Schneider commended staff for their work on this item.

Member Schneider stated these changes will be an improvement.

Vice Chair Haefele stated the amendments made by the Board are an improvement.

Chair Hansen stated the minor amendment change, in particular, will help keep the community at large and the development community on more equal footing.

Vote: 7:0.

Other Business

Vice Chair Haefele commented on the need for an ombudsman who is knowledgeable about the City's Land Use Code and the planning process to work with residents in the same way planners work with development applicants. .........
Minutes approved by a vote of the Board on: January 21, 2021.

Paul Sizemore, Interim CDNS Director

Jeff Hansen, Chair
WHEREAS, on December 2, 1997, by its adoption of Ordinance No. 190, 1997, the City Council enacted the Fort Collins Land Use Code (the “Land Use Code”); and

WHEREAS, at the time of the adoption of the Land Use Code, it was the understanding of staff and the City Council that the Land Use 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 Land Use Code remains a dynamic document capable of responding to issues identified by staff, other land use professionals and citizens of the City; and

WHEREAS, City staff and the Planning and Zoning Board have reviewed the Land Use Code and identified and explored various issues related to the Land Use Code and have made recommendations to the Council regarding such issues; and

WHEREAS, the City Council has determined that the recommended Land Use 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 2.2.10(A)(5) of the Land Use Code is hereby amended to read as follows:

2.2.10 Step 10: Amendments and Changes of Use

(A) Minor Amendments and Changes of Use. (1) Minor amendments to any approved development plan, including any Overall Development Plan, Project Development Plan, or PUD Master Plan, any site specific development plan, or the existing condition of a platted property; and (2) Changes of use, either of which meet the applicable criteria of below subsections 2.2.10(A)(1) or 2.2.10(A)(2), may be approved, approved with conditions, or denied administratively by the Director and may be authorized without additional public hearings. With the exception of PUD Master Plans, such minor amendments and changes of use may be authorized by the Director as long as the development plan, as so amended, continues to comply with the standards of this Code to the extent reasonably feasible. PUD Master Plan Minor amendments may be authorized by the Director as long as the PUD Master Plan, as so amended, continues to comply with the standards of this Code, as such standards may have been modified in the existing PUD Master Plan, and so long as the amendments are consistent with the existing PUD
Master Plan. Minor amendments and changes of use shall only consist of any or all of the following:

(5) **Notification.** Written notice must be mailed to the owners of record of all real property abutting the property that is the subject of the minor amendment application at least fourteen (14) calendar days prior to the Director’s decision.

(56) **Appeals.** Applicable pursuant to Section 2.2.12(C). Appeals of the decision of the Director regarding the approval, approval with conditions or denial of, a change of use, or a minor amendment of any approved development plan, site specific development plan, or the existing condition of a platted property, shall be to the Planning and Zoning Board. Any such appeal shall be taken by filing a notice of appeal of the final decision with the Director within fourteen (14) days after the action that is the subject of the appeal. The decision of the Planning and Zoning Board on such appeals shall constitute a final decision appealable pursuant to Section 2.2.12 (Step 12).

Section 3. That Section 2.2.12 of the Land Use Code is hereby amended to read as follows:

**2.2.12 Step 12: Appeals/Alternate Review**

(A) **Appeals.** Appeals of any final decision of a decision maker under this Code shall be only in accordance with Chapter 2, Article II, Division 3 of the City Code, unless otherwise provided in this Section or Division 2 Divisions 2.3 through 2.11 and 2.16, 2.18, and 2.19 of this Code.

(C) **Appeal of Minor Amendment, Changes of Use, and Basic Development Review Decisions by the Director.** The Director’s final decision on a minor amendment or change of use application pursuant to Section 2.2.10(A) or basic development review application pursuant to Division 2.18 may be appealed to the Planning and Zoning Board as follows:

(1) **Parties Eligible to File Appeal.** The following parties are eligible to appeal the Director’s final decision on a minor amendment, change of use, or basic development review application:

(a) The applicant that submitted the application subject to the Director’s final decision;

(b) Any party holding an ownership or possessory interest in the real or personal property that was the subject of the final decision;

(c) Any person to whom or organization to which the City mailed notice of the final decision;
(d) Any person or organization that provided written comments to the appropriate City staff for delivery to the Director prior to the final decision; and

(e) Any person or organization that provided written comments to the appropriate City staff for delivery to the decision maker prior to the final decision on the project development plan or final plan being amended or provided spoken comments to the decision maker at the public hearing where such final decision was made.

(2) Filing Notice of Appeal. An appeal shall be commenced by filing a notice of appeal with the Director within fourteen (14) calendar days after the date the written final decision is made that is the subject of the appeal. Such notice of appeal shall be on a form provided by the Director, shall be signed by each person joining the appeal (“appellant”), and shall include the following:

(a) A copy of the Director’s final decision being appealed;

(b) The name, address, email address, and telephone number of each appellant and a description why each appellant is eligible to appeal the final decision pursuant to Subsection (C)(1) above;

(c) The specific Land Use Code provision(s) the Director failed to properly interpret and apply and the specific allegation(s) of error and/or the specific Land Use Code procedure(s) not followed that harmed the appellant(s) and the nature of the harm;

(d) In the case of an appeal filed by more than one (1) person, the name, address, email address and telephone number of one (1) such person who shall be authorized to receive, on behalf of all persons joining the appeal, any notice required to be mailed by the City to the appellant.

(3) Scheduling of Appeal. A public hearing shall be scheduled before the Planning and Zoning Board within sixty (60) calendar days of a notice of appeal being deemed complete unless the Planning and Zoning Board adopts a motion granting an extension of such time period.

(4) Notice. Once a hearing date before the Planning and Zoning Board has been determined, the Director shall mail written notice pursuant to Section 2.2.6(A). Notice requirements set forth in Section 2.2.6(B)-(D) shall not apply. The mailed notice shall inform recipients of:

(a) The subject of the appeal;

(b) The date, time, and place of the appeal hearing;

(c) The opportunity of the recipient and members of the public to appear at the hearing and address the Planning and Zoning Board; and

(d) How the notice of appeal can be viewed on the City’s website.

(5) Planning and Zoning Board Hearing and Decision.
(a) The Planning and Zoning Board shall hold a public hearing pursuant to Section 2.2.7 to decide the appeal, and City staff shall prepare a staff report for the Planning and Zoning Board. The notice of appeal, copy of the Director’s final decision, and the application and all application materials submitted to the Director shall be provided to the Planning and Zoning Board for its consideration at the hearing.

(b) The hearing shall be considered a new, or de novo, hearing at which the Planning and Zoning Board shall not be restricted to reviewing only the allegations of error listed in the notice of appeal, the Planning and Zoning Board shall not give deference to the Director’s final decision being appealed, and the applicant shall have the burden of establishing that the application complies with all relevant Land Use Code provisions and should be granted. The applicant, appellant or appellants, members of the public, and City staff may provide information to the Planning and Zoning Board for its consideration at the appeal hearing that was not provided to the Director for his or her consideration in making the final decision being appealed.

(c) The Planning and Zoning Board shall review the application that is the subject of the appeal for compliance with all applicable Land Use Code standards and may uphold, overturn, or modify the decision being appealed at the conclusion of the hearing and may impose conditions in the same manner as the Director pursuant to Section 2.2.10(A) and Division 2.18. The Planning and Zoning Board decision shall constitute a final decision appealable to City Council pursuant to Section 2.2.12(A).

Section 4. That Section 2.11.1(A) of the Land Use Code is hereby amended to read as follows:

DIVISION 2.11 APPEAL FROM ADMINISTRATIVE DECISIONS TO THE
ZONING BOARD OF APPEALS

2.11.1 Purpose and Applicability

(A) Purpose. The purpose of this Division is to provide for appeals of certain administrative/city staff decisions to the Zoning Board of Appeals. Appeals to the Planning and Zoning Board of Minor Amendment and Change of Use and Basic Development Review decisions made by the Director are addressed in Section 2.2.12(C).

...
An application for a Basic Development Review or Minor Subdivision shall be processed according to, in compliance with, and subject to the provisions contained in Division 2.1 and Steps (1) through (12) of the Common Development Review Procedures (Sections 2.2.1 through 2.2.12, inclusive), as follows:

...(L) **Step 12 (Appeals):** Applicable pursuant to Section 2.2.12(C), Applicable and in explanation thereof, appeals of the decision of the Director regarding approval, approval with conditions or denial of a Basic Development Review and Minor Subdivision shall be to the Planning and Zoning Board. Any such appeal shall be taken by filing a notice of appeal of the final decision of the Director within 14 days after the action that is the subject of the appeal. The appeal hearing with the Planning and Zoning Board shall be considered a new, or de novo, hearing. The decision of the Planning and Zoning Board on such appeals shall constitute a final decision appealable to City Council pursuant to Section 2.2.12 (Step 12):

Section 6. That Section 3.5.2 of the Land Use Code is hereby amended by the addition of a new subparagraph (H) which reads in its entirety as follows:

**3.5.2 Residential Building Standards**

...(H) **Second Kitchen.** A maximum of one additional kitchen may be established inside a dwelling unit without creating an additional dwelling unit if approved through a minor amendment pursuant to Section 2.2.10 and the following standards are met:

1. That both kitchens are accessible to all occupants of the dwelling unit;
2. That both kitchens have non-separated, continuous, and open access with no locked doors separating the kitchens from the rest of the dwelling unit; and
3. That neither kitchen is located in an accessory building.

The property owner of a dwelling unit in which a second kitchen is approved by the Director shall prior to issuance of a building permit sign and record with the Larimer County Clerk and Recorder a notarized affidavit stating that the second kitchen will not be used for a second dwelling unit and the property owner acknowledges and agrees that the dwelling shall only be used as a single-family dwelling.

Section 7. That Section 5.1.2 of the Land Use Code is hereby amended by the addition of a new definition “Kitchen” which reads in its entirety as follows:
Kitchen shall mean a portion of a dwelling unit used, or designated to be used for, the purposes of cooking, preserving, or otherwise preparing food and contains a range or a combination of a cook-top and oven. An area of a dwelling unit with a cooking appliance that is not a range or combination of a cook-top and oven, such as a microwave or hot-plate, is not a kitchen.

Introduced, considered favorably on first reading, and ordered published this 16th day of March, A.D. 2021, and to be presented for final passage on the 20th day of April, A.D. 2021.

______________________________
Mayor

ATTEST:

______________________________
City Clerk

Passed and adopted on final reading on this 20th day of April, A.D. 2020.

______________________________
Mayor

ATTEST:

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City Clerk
AGENDA ITEM SUMMARY
City Council

March 16, 2021

STAFF

Molly Saylor, Senior Sustainability Specialist
Judy Schmidt, Legal

SUBJECT

Resolution 2021-031 Approving and Adopting the Our Climate Future Plan.

EXECUTIVE SUMMARY

The Our Climate Future Plan has been revised to consistently and accurately represent community quotes associated with each Big Move and associated with Plan Ambassador and Community Partner features. Several small typos and grammatical errors were also addressed with this revision.

The purpose of this item is consideration of a resolution adopting the Our Climate Future Plan, which describes thirteen Big Moves and a flexible portfolio of related Next Moves, a two-year community review and calibration cycle and updated energy and waste goals. The Our Climate Future Plan presents implementation strategies to simultaneously address climate, waste and energy goals and improve our community equity and resilience outcomes. The Plan articulates an unwavering commitment to mitigating climate change with a systems-approach, centering solutions in people and community priorities, and implementing the Big Moves in an evergreen review cycle.

STAFF RECOMMENDATION

Staff recommends adoption of the Resolution.

BACKGROUND / DISCUSSION

Our Climate Future is the combined and comprehensive update to the Climate Action Plan, Energy Policy, and Road to Zero Waste Plan. This plan is about the future of everyone in Fort Collins and provides an innovative guide to creating the carbon neutral, zero waste, and 100% renewable electricity future articulated by Fort Collins policy goals and community priorities.

Our Climate Future was initially appropriated $120,000 from the General Fund in the 2019-2020 budget, which was then scaled back to $100,000 due to COVID-19 related budget adjustments. Councilmembers provided feedback on Our Climate Future at three Work Sessions:

- July 19, 2019 Summary (Attachment 1)
- November 24, 2020 Summary (Attachment 2)
- February 9, 2021 Summary (Attachment 3)

The full text of the work session materials are available at: https://www.fcgov.com/cityclerk/agendas.php.

The Resolution under consideration adopts the Our Climate Future Plan, which describes thirteen Big Moves and a flexible portfolio of related Next Moves, a two-year community review and calibration cycle and updated energy and waste goals.
Our Climate Future - A New Approach to Climate Action, Energy and Zero Waste

The Our Climate Future Plan (Exhibit A to Resolution) and companion Two-year Tactical Plan (Attachment 4) present implementation strategies to simultaneously address climate, waste and energy goals and improve our community equity and resilience outcomes. Together, these express and articulate an unwavering commitment to mitigating climate change with a systems-approach, centering solutions in people and community priorities, and implementing the Big Moves in an evergreen review cycle.

The Plan articulates the following goals:

- **Climate**
  - Reduce 2030 greenhouse gas emissions by 80% below 2005 baseline levels.
  - Fort Collins is carbon neutral by 2050.

- **Energy**
  - Provide 100% renewable electricity by 2030 with 5% from local distributed renewable sources.
  - Achieve a 20% reduction in forecast electricity use between 2021 and 2030 through efficiency and conservation programs.

- **Waste**
  - Achieve zero waste, or 100% landfill diversion, by 2030.
  - At least 85% of what is recoverable in any given year is recovered.
  - Decrease in residential pounds landfilled per capita per year.

Our Climate Future - Final Engagement and Plan Evolution

Councilmembers’ feedback at the February 9 Work Session directly resulted in revisions to the Our Climate Future Plan, Tactical Plan and Appendices. Table 1 summarizes these changes, and community member feedback is summarized in the Public Outreach section on page 3.

Table 1. Summary of 2.9.2021 Council Work Session Feedback and Plan Revisions

<table>
<thead>
<tr>
<th>Council Feedback</th>
<th>Revisions to Our Climate Future Documents</th>
</tr>
</thead>
<tbody>
<tr>
<td>Questions on definitions related to equity and the use of acronyms</td>
<td>Added clarifications</td>
</tr>
<tr>
<td>Ask to acknowledge other partners</td>
<td>Added acknowledgements page; highlighted in context section</td>
</tr>
<tr>
<td>Concern over waste goal</td>
<td>Maintained current goal of 100% diversion by 2030</td>
</tr>
<tr>
<td>More circular and climate economy</td>
<td>Added call out boxes and highlighted circular strategies</td>
</tr>
<tr>
<td>Downplayed carbon mitigation ambition</td>
<td>Highlighted ongoing commitment to mitigation and urgent nature of climate change</td>
</tr>
<tr>
<td>Missing regionalism and broader partnerships</td>
<td>Added a Next Move on regionalism; new context section on broad partnerships beyond City borders</td>
</tr>
<tr>
<td>Missing metrics</td>
<td>Created an additional Metrics and Measurement appendix</td>
</tr>
<tr>
<td>IPPU emissions not in strategies</td>
<td>Described IPPU Next Move in the Tactical Plan</td>
</tr>
<tr>
<td>Interest in interim CAP goals</td>
<td>Proposed evaluating CAP goals in 2024, in alignment with the 5-year commitment set forth in the Climate Emergency resolution</td>
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</tbody>
</table>
Our Climate Future - Implementation and Calibration

Past policy processes for climate, energy and waste had similar structures of brief, intensive community outreach and a review and update cycle about every five years. The Our Climate Future model for implementation and updates will be very different. With an adaptive and flexible approach, Our Climate Future will continue to evolve with new solutions and partnerships with community leaders over the next several years.

The companion Our Climate Future Two-year Tactical Plan presents details for implementation of Next Move strategies that are intended to begin or continue implementation in 2021 and 2022. Note that the Tactical Plan is intended to be a flexible, living document and is therefore not included as a formal element in the resolution.

Each two-year calibration and review cycle will include:

• Evaluation and prioritization of Next Moves;
• Increased opportunities for community partnerships and engagement;
• A check-in with the community to review results and revise Next Moves; and
• An updated Two-Year Tactical Plan which can align with the City’s biennial budget process.

CITY FINANCIAL IMPACTS

The Resolution does not commit any funding for implementation. Consideration of future City investments will follow standard budget processes and include evaluations of each initiatives' benefits and costs, communication of relative cost effectiveness, and consideration of community costs and investments.

BOARD / COMMISSION RECOMMENDATION

Staff met with the Air Quality Advisory Board and Energy Board (multiple meetings) to discuss Our Climate Future. Our Climate Future was also discussed at the Super Issues Board meeting on January 11, 2021. The Energy Board will consider a recommendation for Our Climate Future at their March 11 meeting, and the Natural Resources Advisory Board is sending a letter of support to Council regarding Our Climate Future. Draft Energy Board meeting minutes will be included in a read before memo for March 16.

PUBLIC OUTREACH

Our Climate Future has engaged over 1,000 community members over the course of the last 18 months for input on priorities, barriers and solutions related to sustainability, climate, energy and waste goals. Based on the draft plan which was published as part of the February 9 work session, community members expressed a number of questions, concerns and kudos about the draft Our Climate Future Plan via an online survey, Board and Commission Super Issues meeting, Climate Action Community Advisory Committee meeting, and additional conversations and interactions.

Table 2 summarizes themes from the feedback and associated revisions to Our Climate Future documents.
Many comments of support were also shared; here are two such examples:

- I like where the plan is headed and am proud to be a Fort Collins resident with these types of initiatives.
- Dear Council - It’s OK to adopt a plan that sets a trajectory toward goals and values we would all appreciate (even if we don’t exactly know how to get there or how to pay for it). Adopting this Plan helps us set a vision and outlines the path.

Throughout the Our Climate Future planning process the goal has been to seek equitable solutions and this is the first major City planning effort with a defined intent to center in equity and lead with race. Past plans for climate action focused primarily on technical solutions. This plan keeps technical solutions as important pieces and adds people at the center of the effort.

As we make this about people’s daily lived experience, we increase the effectiveness, innovation, and scale of what is possible over the next thirty years. Our Climate Future must be for all of us for it will take all of us to get there.

**ATTACHMENTS**

1. Work Session Summary, July 19, 2019 (PDF)
2. Work Session Summary, November 24, 2020 (PDF)
3. Work Session Summary, February 9, 2021 (PDF)
4. Our Climate Future Two-Year Tactical Plan (2021-2022) (PDF)
5. Our Climate Future Action Guide March 2021 (PDF)
6. Powerpoint Presentation (PDF)
MEMORANDUM

DATE: July 23, 2019

TO: Mayor Troxell and City Councilmembers

THRU: Darin Atteberry, City Manager

CAP Executive Team

FROM: Lindsay Ex, Climate Program Manager

John Phelan, Energy Services Senior Manager

RE: July 23, 2019 Work Session Summary – Climate Action Plan Annual Update

Attendees:
Jeff Minelich, John Phelan, and Lindsay Ex participated in the Work Session. All Councilmembers were present except Councilmember Pignataro, with Mayor Troxell participating remotely. Staff presented the 2018 highlights, an update on the progress on the 2018 community carbon inventory, and an outline for the proposed planning processes entitled “Our Climate Future.”

Discussion Summary:

- Councilmembers expressed support for the integration of the three plans and recognized Fort Collins 20-year commitment to climate action.
- Councilmembers encouraged staff to continue leveraging existing partnerships, e.g., Platte River, Colorado Communities for Climate Action, etc., and seek new partnerships, e.g., private sector, Poudre School District, etc., to get to scale, create a sense of belonging and recognition around climate action, and ensure all residents and businesses have meaningful opportunities to engage with this work.
- Councilmembers expressed support for continuous improvement in data sources, encouraged staff to explore tracking industrial process emissions in parallel to current protocol, and continue partnering with businesses to understand how they are reducing emissions.
- Councilmembers encouraged staff to continue work around integrating transportation and energy solutions, exploring innovative rate designs to provide end users with more choices for decision making, and exploring innovate waste solutions such as waste to energy.
- Councilmembers discussed long-term capital sources for the Epic Loan program which were presented at the Council Finance committee meeting on July 15.
- Councilmembers supported the proposed community engagement processes, especially continuing community-led engagement efforts deployed in City Plan and suggested engaging these groups together to break down silos and assist with program and planning evaluation (as well as individual community members).
- From an equity perspective, Councilmembers encouraged staff to ensure traditionally underserved and underrepresented communities are a part of shaping the planning processes and outcomes, including people of color, seniors, and low- and moderate-income individuals, and to consider multiple methods to engage, e.g., paper, competitions, badges, stickers, etc.

1 Includes Deputy City Manager Jeff Minelich; Utilities Executive Director Kevin Gertig; Interim Director of Planning, Development, and Transportation Dean Klingner; Chief Sustainability Officer Jackie Kozaik Thiel; and Environmental Services Director Lucinda Smith
From a resilience perspective, Councilmembers noted the need to ensure strategies are in place for community members who are at a higher risk to climate change impacts, e.g., may be without air conditioning or a safe place for refuge during times of extreme heat or extreme events.

Councilmembers expressed support for positive messaging overall, including storytelling of individual actions, and to tell the City's story better, e.g., cost-effectiveness, impact, strategy evaluation, and success stories.

**Follow-up Items:**

- In the next month, staff will share with Council (1) final 2018 community carbon inventory and (2) impacts to the timeline and resources for the community’s 2020 goals (while recognizing the City organization has led by example and achieved its goals three years early).
- Staff is scheduled to discuss long-term capital options at the Council Finance Committee on August 19th to reconsider potential investment tools to implement Epic Loans, the revamped on-bill financing tool, and solutions to mitigate risk. Council will consider other sources of capital during their regular meeting on August 20.
- Staff will ensure the Read Before Memo regarding rooftop space for solar is posted online.
- Staff will also include strategies related to utility-owned distributed solar with the planning efforts and will invite local stakeholders to discuss the available information on this topic.
- Staff will engage the communities identified above to both evaluate the effectiveness of the City Plan engagement and discuss how these communities might help shape the Our Climate Future planning processes and outcomes.
DATE: November 30, 2020
TO: Mayor Troxell and City Councilmembers
THRU: Darin Atteberry, City Manager
Jacqueline Kozak-Thiel, Chief Sustainability Officer
Theresa Connor, Interim Utilities Executive Director
FROM: John Phelan, Energy Services Senior Manager
Molly Saylor, Senior Sustainability Specialist
RE: November 24, 2020 Work Session Summary: Our Climate Future Planning Update

Councilmembers present virtually: Troxell, Stephens, Summers, Gorgol, Cunniff, Pignataro, Gutowsky

Topic Summary:
Staff summarized the Our Climate Future planning process and sought feedback from Council regarding proposed Big Moves, next steps towards Council consideration and the integration of the three plans.

Our Climate Future has proceeded with an intentionally different approach to updating planning documents. The integration of updating three plans in one process acknowledges the interconnections between waste, energy, and climate and identifies opportunities for connected solutions. Centering the planning process and strategies in community-defined priorities will result in increased buy-in to meet goals while simultaneously positively impacting other Fort Collins priorities.

Staff presented the fifteen Big Moves that describe in plain and accessible language the outcomes which will lead to the achievement of Fort Collins climate, energy and waste goals while simultaneously positively impacting other community priorities.

Councilmembers generally expressed:
- Support for the Our Climate Future planning project and acknowledged its alignment with Council priorities, importance from a triple bottom line perspective and for the changes in approach for community engagement.
- Support for the Big Moves presented with emphasis on supporting connections and helping the community understand linkages.
- Recognition that the community-centered planning approach has resulted in a very broad and interconnected set of Big Moves.
- Recognition of the historical disparities in community outcomes based on race and ethnicity and support for continued focus on equity.
• Eagerness to hear details of specific strategies and tactics (aka Next Moves).

Additional councilmember comments included:
• Confusion about the basis for leading with race when it comes to planning and implementation models which are centered in equity and a request for more data about local inequities;
• Questions about the carbon savings results for specific programs and their impact on the community carbon inventory;
• Concern that the plan would not include specific goals for waste;
• The need to continue engagement with the business community;
• The importance of a focus on innovation and solutions which support the local economy;
• The importance of integrating walkable community concepts as a model;
• The importance of continuing with a human-centered approach to climate action;
• How transportation systems are changing fundamentally and need to be incorporated into thinking about 2030 and 2050 objectives, and
• That they did not see Big Move objectives targeting thermal energy.

Next steps
• Staff will be sending a follow-up Council memo summarizing program carbon savings and how the annual community carbon inventory tracks progress.
• Proceed with development of a single integrated Our Climate Future plan which also includes specific goals for waste, in addition to those for climate and energy.
• Proceed with analysis of the Next Moves in preparation for the February 9th work session.
DATE:        February 12, 2021  
TO:          Mayor Troxell and City Councilmembers  
THRU:        Darin Atteberry, City Manager  
             Jacqueline Kozak Thiel, Chief Sustainability Officer  
             Theresa Connor, Interim Utilities Executive Director  
FROM:        John Phelan, Energy Services Senior Manager  
             Molly Saylor, Senior Sustainability Specialist  
RE:          February 9, 2021 Work Session Summary: Our Climate Future Planning Update

Councilmembers present: Troxell, Summers, Gorgol, Cunniff, Pignataro, Gutowsky, Potyondy

Topic Summary
Staff summarized the Our Climate Future draft plan and sought feedback from Council regarding the proposed implementation approach, review cycle, revised energy and waste goals and the draft plan. Staff also asked for feedback on the scope of the Our Climate Future 2021/22 Tactical Plan.

The draft Our Climate Future plan presented the equity-centered approach to planning and implementation, proposed new goals for energy and waste, progress on all goals to date, a critical path of strategies required to accomplish the goals by 2030 and a flexible portfolio of additional strategies that moves Fort Collins further toward the goals. The flexible portfolio and an evergreen update cadence are intended to allow the community to continue refining a path that intensifies our commitment to achieving Fort Collins’ 2030 goals while being responsive to rapidly evolving market conditions, partnerships, and action at other levels of government.

Councilmembers generally expressed:
- Support for the accessible and inviting style of the draft plan
- Support for the plan’s efforts towards centering equity, leading with race, with some questions about how the plan balances equity with being relatable for everyone
- Support for the community engagement model, including an ambassador approach and for the focus on shared leadership for implementation

Additional Councilmember comments included:
- Consider broader acknowledgement of community partners and stakeholders who have contributed to these policies
- Concerns about changing the waste goal and that the City should retain a zero waste goal/100% diversion target
• Interest in emphasizing the commitment to greenhouse gas mitigation and the continued urgency in achieving the City’s climate goals
• Interest in seeing specific strategies that were developed based upon engagement with BIPOC and historically underrepresented group stakeholders
• Interest in exploring interim goals for climate action
• Appreciation for the neighborhood focus on sharing
• Interest in emphasizing the Healthy Local Economy and Jobs Big Move and to specifically highlight circular and climate economy principles and innovation
• Improve recognition of the critical role of water resources and use
• Improve recognition of regional efforts and partners (e.g. Platte River Power Authority, Regional Wasteshed, regional transportation and transit)
• Improve descriptions of metrics and accountability for ongoing implementation, including equity indicators
• Expand the level of detail for a Next Move exploring additional strategies to reduce Industrial Process and Product Use emissions

Next steps
• Staff will be revising the Our Climate Future Plan to capture the feedback from Council including an executive summary, acknowledgements section and a comprehensive review of the document. These revisions will highlight systems approaches; the urgency of climate action and Fort Collins’ history of climate, waste, and energy work; retaining the existing zero waste goal; commitment to taking action on ambitious goals; equity and accountability; recognizing more partners; and shared leadership across the local and regional economy.
• Staff will be finalizing the Our Climate Future 2021/22 Tactical Plan to be shared with Council via memo in advance of the Council materials for March 16. This memo will also reference specific strategies which are included based upon engagement with BIPOC and historically underrepresented group stakeholders.
OUR CLIMATE FUTURE
TWO-YEAR TACTICAL PLAN
(2021 - 2022)

A detailed description of Our Climate Future Next Moves
for implementation in 2021 and 2022
Introduction

Our Climate Future (OCF) is our community guide to creating the carbon neutral, zero waste, and 100% renewable electricity future we desire. This Tactical Plan presents details for implementation of Next Move strategies while addressing equity, climate mitigation, adaptation, and resilience with a triple bottom line approach.

This document can also help advocacy groups and other partners see where the City is seeking partners or leaders and is a complementary resource to the Our Climate Future Action Guide which provides flexible options for businesses, residents, industries, and institutions to find their place of action and leadership.

This tactical plan provides detailed descriptions for implementation actions for the next two years, 2021 and 2022, and begins to increase community capacity to:

- Draw down greenhouse gas emissions, waste, and energy use, while increasing renewable electricity, carbon sequestration, and waste prevention;
- Co-create and share community leadership to develop partnerships for implementation;
- Adapt to a changing climate to improve community resilience;
- Plan for investment in a portfolio of strategies which provide net benefits;
- Ensure all parts of the community are included and see themselves in the solutions proposed; and
- Track the goals to measure success and progress toward achieving sustainability and resilience.

Our Climate Future uses an intentional, systems approach for solutions which address climate, energy and waste goals while positively impacting the daily lives of residents, business operations, and supporting community-defined sustainability priorities. The natural resources upon which we all depend – air, water, and land – are distributed across the Big Moves in many interrelated and interdependent Next Moves.

The following pages describe in detail the Our Climate Future Next Moves for each of the Big Move categories identified for the next two years. The two-year focus aligns with the Our Climate Future calibration cycle which provides ongoing opportunities for the community to review and reprioritize Next Moves based on changing conditions.

Big and Next Moves

Big Moves is the OCF way of describing the transformational outcomes which connect our specific goals for climate, energy and waste with the community’s definition of a sustainable Fort Collins. Next Moves are the specific strategies and tactics that lead to transformational outcomes of the Big Moves. Each Big Move has an associated set of Next Moves. The Next Moves are evaluated for their impact on goals, benefits and costs, potential results for improving equity and resilience.
This two-year Tactical Plan takes into context the impacts of the COVID-19 pandemic on residents, businesses and local government. The pandemic has severely impacted the community’s capacity to take on new initiatives, from financial, engagement and participation perspectives.

The primary opportunity of this first cycle of Next Moves is to further develop partnerships and leverage community expertise to improve the equitability and accessibility of existing efforts. Partnership development also helps broaden leadership and action across the community. This allows the most ambitious decade of climate action to begin with a solid foundation.

The intent of a two-year review and calibration cycle is to be able to refine the Next Moves over time to align with the community targets. Recognizing the flexibility and opportunity inherent in the evergreen approach described above, staff suggests considering the majority of Next Moves (those that are not “critical path” strategies) as a flexible portfolio that can be adjusted within a two-year period and over time to fit the community’s needs and respond to market and technology developments. Tactical Plan strategies may change accordingly and will be reviewed annually alongside key metrics like the carbon inventory. Some strategies may be revised as needed on the climate action plan dashboard.

2021-2022 Next Moves

Criteria for selecting Next Moves in the two-year tactical plan included:

- Alignment with existing and near-term resources
- Priorities from the community
- What needs to “get started” now to be successful over time
- Where there is already momentum from community partners

These Next Moves are identified by shaded rows in the Our Climate Future plan (also organized by Big Move) for cross-referencing.

The Next Move descriptions in this Tactical Plan include:

- Case studies (where applicable);
- A description for How this could look in Fort Collins over the next ten years;
- A description of actions for 2021 and 2022;
- Lead and support partners, and
- Impact and investment tables

Investments and Impact Estimates

Two types of investments are shown in this tactical plan in standard and expanded tables:

**Two-year start-up investments** that may be funded by the City through existing program budgets or budget offers for 2022. For these enabling or small-scale strategies, the indicated investment may be for the development phase only.

**Cumulative community investments to 2030** (for large-scale direct actions). For these, investment scoring is based on the total investment necessary for the Next Move. Distinctions between community investment, City resources or external funding are described where available in the related bullets.

Impacts shown reflect the full mitigation, equity, or resilience potential at scale in 2030. Mitigation and equity impacts are a new feature of climate, waste and energy work and continuous improvement from one tactical plan to the next will be key.
How to read the tables

**Big Move:** The transformational outcome that helps achieve the waste, climate, and energy goals while addressing community priorities.

**Next Move:** The strategy or tactic that will help achieve the Big Move.

<table>
<thead>
<tr>
<th>Estimated new investment (2021-2022)</th>
<th>Mitigation</th>
<th>Equity</th>
<th>Resilience</th>
<th>2030 Cumulative Community Investment</th>
<th>2030 Annual carbon savings (MT)</th>
</tr>
</thead>
</table>

**Estimated new investment:** Initial community-wide investments that will be made in the 2021/22 timeframe to advance the Next Move. City investment are noted in the descriptions where relevant.

**Mitigation:** The potential of the strategy to lower carbon emissions.

**Equity:** The potential of the strategy to address equity.

**Resilience:** The potential of the strategy to address resilience.

**2030 Cumulative Community Investment (for direct, large-scale actions only):** The estimated total investments that need to be made through 2030 related to this Next Move.

**2030 Annual Carbon Savings (for direct, large-scale actions only):** The estimated impact on carbon emissions in 2030 (the next milestone year).

**Note:** Many Next Moves are marked as “enabling” which means there is not a direct impact on carbon reductions but are necessary for direct actions to be successful.
Mitigation, Equity and Resilience

Critical Path and High Impact Strategies
The Next Moves included in this tactical plan represent the first steps to large-scale reductions in carbon, including both the first steps on critical path strategies (composting, transit, and 100% renewable electricity) and other high impact strategies that support a flexible portfolio of next moves that will evolve over time (e.g., efficiency programs, electrification, electric vehicles).

Resilient Community
Though Our Climate Future is not intended to be a comprehensive community resilience and adaptation plan, climate resilience has been woven into the plan and will be a core consideration in implementing Next Moves. In the next two years, we have focus on water resources and conservation, air quality, sheltering and integrating climate considerations into City operational and strategic plans. Future calibration cycles (every two years) offer ongoing opportunities to further explore and develop Next Moves related to preparedness, land management and infrastructure.

Equity in Implementation
Like the Our Climate Future Plan itself, implementation of OCF centers in equity, leading with race. Some ways this is reflected throughout this tactical plan are below, and this list will continue to grow as we continue our equity journey and learn from community leaders and partners.

- Making space at the table, seeking community partners and leaders for Next Moves
- Applying the Government Alliance on Race and Equity’s (GARE) Equity Toolkit to improve the equitability of a Next Move or tactic
- Seeking community input on the design and implementation of a Next Move
- Co-creating improvements with Plan Ambassadors and Community Partners
- Incorporating a language justice approach (i.e., ensuring all community members can have their voices heard without their preferred language being a barrier)
- Applying the principles of targeted universalism (i.e., designing for all by acknowledging and addressing a spectrum of needs and experiences)
- Considering disaggregated community demographic data (i.e., data split out by identities) to understand and address disparities in our services and programs
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Big Move 1 - Shared Leadership and Community Partnership: Centered in equity and leading with race, all parts of our community lead, implement and benefit from Our Climate Future

As highlighted in the Centering Equity, Leading with Race section, Our Climate Future acknowledges that in Fort Collins, as in the entire country, there has been a history of racism and discrimination and its effects continue into the present. Many Fort Collins community members and institutions are committed to changing this, so that moving forward, identity is not a predictor of one’s outcomes in life. Our Climate Future is one effort of many that will help dismantle systemic racism in our community. Instead of continuing to treat climate action like a math problem that only requires technical solutions, this Big Move focuses on the changes needed to ensure our efforts are influenced by and support Black, Indigenous, and People of Color (BIPOC) and other economically disadvantaged and historically underserved community members, to ensure they all have equitable access to the same resources and opportunities as other parts of the community.

Additionally, this Big Move is the acknowledgment that the City is one of many actors working toward Our Climate Future’s emissions, waste, and energy goals, and we can’t and aren’t doing it alone. We need every part of the Fort Collins community to be able to participate and take on leadership roles if we are going to address our community priorities and achieve our ambitious community environmental goals.

Next Move: Identify opportunities where the City and the community can partner on funding applications to advance Our Climate Future Big Moves

How it could look in Fort Collins: Staff and community members will actively seek opportunities to jointly apply for funding which serve community needs and work to accomplish the OCF Big Moves. For example, an organization local to Fort Collins that is actively working on equity and transportation issues might identify a state or federal grant focused on providing subsidized sustainable transportation alternatives such as e-bikes to low-to-moderate income households. This organization could reach out to City staff and partner to apply for the grant, ideally serving community needs and increasing the possibility of being awarded grant funds. The City could also identify partners for grants.

2021/22 efforts: The City will identify at least one community partner who is interested in jointly applying for funding and begin seeking out funding opportunities that address mutual needs.

Lead partners: City of Fort Collins, various departments, Seeking Leaders

Support partners: Community organizations and individuals who wish to partner, Seeking Partners

Impact and investment: This work will utilize existing staff and associated budgets.

Estimated investment could include the following and will be determined according to specific partnerships and funding applications:

- Staff time devoted to partnerships and grant proposals.
- Possible matching funds for grant proposals.
Next Move: Design an equitable implementation structure of the Our Climate Future Plan

How it could look in Fort Collins: To equitably implement the Our Climate Future Plan, it is critical that action is taken by all parts of the community, including historically underrepresented groups, businesses, residents, neighborhoods, institutions, industries, local government, and advocacy groups. Key to making sure that every part of the community has a place of action and leadership, we will need to design an equitable implementation structure that prioritizes partnerships of all kinds, including with historically underrepresented groups. Previous environmental plans’ implementation structures could be adapted to put equitable engagement and partnership/leadership models at the core of design in order to implement the Our Climate Future Plan.

2021/22 efforts: In partnership with local leaders (of equity work, historically underrepresented groups, the business community, neighborhoods, advocacy, etc.), staff will refine the implementation structure (e.g. staff and community teams, ongoing communications) for Our Climate Future. This process will take place throughout 2021 and 2022.

Lead partners: Local leaders and the City of Fort Collins Environmental Services Department, Seeking Leaders

Support partners: Our Climate Future Plan Ambassadors and Community Partners; City Equity Office (once established), Seeking Partners

Impact and investment: Investment to implement this Next Move may show up across several Next Moves.

Estimated investment could include the following and will continue to be developed through 2021 with the community:

- Compensation for community partners (e.g., Plan Ambassador and Community Partner program: $13,000 in 2020)
- Engagement and outreach

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<thead>
<tr>
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<th>Mitigation</th>
<th>Equity</th>
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</tr>
</thead>
<tbody>
<tr>
<td>See description</td>
<td>Enabling</td>
<td>High</td>
<td>Medium</td>
</tr>
</tbody>
</table>
Next Move: Reimagine the Community Advisory Committee to align with the City’s Strategic Objective to center equity for all, leading with race and explore opportunities to share decision-making

How it could look in Fort Collins: A key part of redesigning equitable implementation of Our Climate Future will be transforming the Community Advisory Committee (CAC) to center equity for all, leading with race in how the committee operates. This may require that the Committee add additional members with strong relationships to a diverse spectrum of historically underrepresented groups. The Community Advisory Committee is currently an advisory body that reviews staff documents, City policy and budget proposals and provides feedback. While staff often incorporate feedback from the Community Advisory Committee, the committee members do not currently have the ability to make decisions. This reimagining process would explore possibilities for increased decision-making abilities of the Community Advisory Committee. The focus of the Community Advisory Committee could also expand to function as an equity accountability committee for Our Climate Future implementation.

2021/22 efforts: In partnership with current CAC members and local leaders in equity, staff will facilitate a reimagining process for the scope of CAC’s role and exploration of possible decision-making capabilities in Our Climate Future implementation. This process will take place throughout 2021 and 2022.

Lead partners: CAC members, local equity leaders (will identify partners during implementation), and City of Fort Collins Environmental Services Department,

Support partner: City Equity Office (once established)

Impact and investment: The Environmental Services climate budget has historically contributed between $3,000 - $10,000 annually towards the CAP Community Advisory Committee. Staff time coordinating the CAC utilizes existing staff and associated budgets. Estimated investment could include translation and interpretation, childcare, transportation, and meals to reduce barriers to participation on the CAC.

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<th>Estimated new investment (2021-2022)</th>
<th>Mitigation</th>
<th>Equity</th>
<th>Resilience</th>
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Next Move: Partner to provide greater access to environmental education for Spanish-speaking community members

How it could look in Fort Collins: It has been identified that current City environmental education programs are rarely offered in Spanish. To effectively provide access to environmental education for Spanish-speakers, the long-term effort to resource programs in other languages will start with this Next Move. Eventually, a guide to best practices for City Staff in creating multilingual communications and education will be needed to make multilingual education programs a standard.

2021/22 efforts: In 2021, staff will identify and study best practice environmental education programs offered by the City that are currently offered in both Spanish and English such as the Healthy Homes
program. Then, staff will focus on creating a pilot Spanish-speaking Shift Your Ride project that could be used as a template for other programs as the City expands and continues to work with community partners to enhance environmental education programs. In 2022, staff and community leaders will expand to additional environmental education programs.

**Lead partners:** Environmental Services Department, Spanish-speaking community leaders

**Support partner:** FC Moves Department

**Impact and investment:** Estimated investment could include:

- Compensation for Spanish-speaking community leaders’ guidance and expertise.
- Translation and interpretation of education programs.
- Staff time to coordinate this new work, utilizing existing budgets.
- The pilot Spanish-speaking Shift Your Ride focus group project is budgeted for $2,500

**Next Move:** Provide unconscious bias training to staff and partners involved in Our Climate Future implementation

**How it could look in Fort Collins:** To center the implementation process in equity for all, leading with race, it will be essential that community partners and staff engaged in implementation are provided with unconscious bias and racial equity training. This will improve the equity education, capacity, and awareness of those involved. This education will provide participants with the language and concepts needed to address and undo inequities, racism, and bias as we work to embed equity in implementation. Equity and inclusion is also an identified Council priority.

A virtual education curriculum could be developed as a training for staff and partners participating in Our Climate Future implementation. During the curriculum, participants could meet periodically to discuss and become more comfortable having conversations about unconscious bias and racial equity together. The training will be optional, but staff may identify specific projects where the training would be mandatory.

**2021/22 efforts:** In 2021, staff and community partners will identify best practices for deploying large-scale unconscious bias and racial equity training and select an approach for providing education for all people participating in Our Climate Future implementation. Then, in 2022, the curriculum and approach could be deployed as a pilot after being tested, reviewed, and improved. This will likely require resources through the BFO process to implement.

**Lead partners:** City of Fort Collins, local community leaders

**Support partners:** Local community leaders, City Equity Office (once established)
Impact and investment: New investment will be determined through implementation by identifying existing trainings and external facilitators to guide this work. Staff do not know how much this could cost at this time as it is still in early stages of development and more details about how to implement will be needed to estimate costs. Estimated investment could include:

- Purchasing curricula, paying trainers, or buying a license for online training tools
- Staff time to coordinate this new work, utilizing existing budgets.

Estimated new investment (2021-2022)

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Next Move: Continue, and where appropriate expand, upon durable partners beyond Fort Collins to achieve climate, energy, and waste goals

How it could look in Fort Collins: This next move recognizes that achieving the Our Climate Future Big Moves requires action at the community, regional, statewide, national and international scales and partnerships across all sectors. It continues existing partnerships, such as those with Colorado Communities for Climate Action, Platte River Power Authority, Colorado State University, the Urban Sustainability Directors Network, and many, many more. Where a partnership might be expanded upon, and thus, require any new investments, it is addressed in a separate Next Move.

Fort Collins partners with 36 Colorado local governments to advance statewide policy action in alignment with Our Climate Future. Larimer County has adopted a climate smart Larimer County Framework and continues to seek input related to how the County can support residents impacted by climate hazards. The County seeks to act as a regional convener and support local partners in their efforts to address climate action. As one more example, Fort Collins is one of four communities in the municipal utility that is Platte River Power Authority. As work expands beyond Fort Collins’ borders, the potential to impact environmental goals, equity and resilience can increase significantly depending on the effort.

2021/22 efforts: Partner with these various entities to advance the Our Climate Future Big Moves, the State’s efforts to reduce emissions, and support national and international best practices toward a more people-centered approach to sustainability.

Lead partners: Varies by partnership, e.g., Fort Collins Utilities is the lead on the Platte River Power Authority partnership, Fort Collins Environmental Services is the lead on the Colorado Communities for Climate Action partnership, etc.

Support partners: Numerous internal City departments and community, regional, state, national, and international partners depending on the specific topic.

Impact and investment: No new investments are included within this Next Move; any new investment would come as a result of implementing another Next Move, see specific examples above.
Big Move 2 - Zero Waste Neighborhoods: We can all share and reuse so we don't have to buy things we won't regularly use and are able to recycle or compost the rest

On average, Fort Collins residents and businesses throw away just under 100,000 tons of trash a year (about 3 lbs. per person per day), much of which could have been recycled or composted.¹ Some of that trash is stuff we didn’t need; or bought, didn’t often use, and then discarded. Often things we throw away didn’t mean much to us but did have a high impact on greenhouse gases and natural resources. Zero Waste Neighborhoods is about helping people and businesses reduce waste and emissions, reuse, and feel comfortable sharing, which saves money and supports a more circular economy. By connecting with each other more, we build and strengthen relationships to create a stronger community now and in times when neighbors need to work together through floods, extreme cold, and heat waves.

This Big Move acknowledges that sometimes we are left with materials that need to be recycled or composted and that not everyone in Fort Collins currently has access to these services. While creating this plan, we learned that More Reuse, Recycling, and Composting was the number one priority of historically underrepresented groups in Fort Collins. Making sure that services are available to all parts of the community is crucial to creating Zero Waste Neighborhoods.

Next Move: Explore additional community-needs donation options

How it could look in Fort Collins: This strategy was suggested by a community member who wanted to see additional donation bins around the community that would be flexible to the needs of the community. The idea was born out of the COVID-19 pandemic when there were unanticipated needs across the community for PPE, hygiene articles, dry food goods, etc. This also recognizes that even without a pandemic, community needs fluctuate and flexibility is needed for collecting donations. Donations could be new items or represent an important form of community reuse.

2021/22 efforts: In 2022, community groups who wish to take the lead role on this strategy could be supported by the City’s Waste Reduction and Recycling team to develop this idea, possibly leveraging the Timberline Recycling Center as a test site for a flexible donation bin.

Lead partners: Community groups and organizations that provide services to the community, Seeking Partners

Support partners: City of Fort Collins Environmental Services Department, other City Departments as appropriate

¹ Source: 2019 Fort Collins Community Waste & Recycling Summary.
Impact and investment:

- The primary investment would be staff time to support, if a leader in the community took this Next Move on. If no community leader is identified, no new investment would be expected in this two-year timeframe.
- Once the strategy is ready to pilot, marginal costs to purchase bins would be expected.
- Estimated new investments include the cost of bin(s) and associated awareness work about the bin system.

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<td>$20,000</td>
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Next Move: Expand recycling education campaign

Case study: Atlanta’s “Feet on the Street” is a Recycling Education Campaign. The Department of Public Works (DPW) is working to improve the quantity and quality of recyclables collected from single-family homes across Atlanta, to better serve residents and achieve the city’s waste diversion goals. The Feet on the Street program puts a team of people on the streets of Atlanta to audit residential recycling carts for contamination, provides residents real-time feedback on the quality of their recycling through the “Oops” tags left on the cart if contamination is found, and delivers a broad-based educational campaign across the city to improve recycling outcomes.

How it could look in Fort Collins: The City of Fort Collins already conducts recycling education and would explore ways to conduct smaller scale waste audits, like Atlanta’s approach, to improve City programming and metrics tracking, awareness campaigns, education materials, and possibly even give real-time feedback to recyclers. Part of expanding campaigns would include applying an equity lens, creating more culturally relevant messages, and incorporating language justice. The goal of expanding recycling education, using small-scale waste audits and other mechanisms, is to get more people recycling and recycling right (and reducing contamination in the recycling stream as behavior improves!)

2021/22 efforts: In 2021, staff would look at models in other cities more closely and use this information to request funds in the future to implement the program. Visioning work in 2021 around the City’s Recycling Ambassador program could also consider how volunteers could contribute to expanded recycling education. Staff would also work with BIPOC community members and organizations to improve the cultural relevance of messaging and have more materials in different languages.

Lead partner: City of Fort Collins Environmental Services Department

Support partners: Seeking Partners

Impact and investment:

- A vehicle (potentially electric) outfitted with tipping equipment for rolling waste sorts
  - Recognizing the importance of transitioning to electric vehicles, staff would explore if available electric options could meet this need.
• Waste auditing materials
• Volunteer coordination or staff members to conduct campaigns in neighborhoods

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<td>$150,000</td>
<td>Enabling</td>
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**Next Move: Implement universal recycling ordinance**

**Case study:** The City of Austin has a Universal Recycling and Composting ordinance that requires commercial property owners to ensure that tenants and employees have access to recycling.

**How it could look in Fort Collins:** The City of Fort Collins passed a Community Recycling Ordinance in 2016 that requires waste haulers to provide recycling services to all their commercial and multi-family customers by June 30, 2021 unless the location is granted a variance by the City for specific reasons outlined in the ordinance. This strategy is a “critical path” Next Move because it is critical to reaching our waste and carbon goals.

**2021/22 efforts:** Staff will focus on supporting the haulers, the multi-family community, and businesses through this change by providing educational materials, in-person assistance, and evaluating variance requests.

**Lead partner:** City of Fort Collins Environmental Services Department

**Support partners:** Private trash and recycling haulers, commercial and multi-family property owners

**Impact and investment:** Investments shown in the table below represent community costs of recycling for businesses and multi-family properties getting recycling services per the Community Recycling Ordinance. There are no anticipated new investments to the City in 2021-22.

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<tr>
<th>Estimated new investment (2021-2022)</th>
<th>Mitigation</th>
<th>Equity</th>
<th>Resilience</th>
<th>2030 Cumulative Community Investment</th>
<th>2030 Annual carbon savings (MT)</th>
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<td>$27.6M</td>
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**Next Move: Explore universal composting ordinance and related composting infrastructure/facilities**

**Case study:** The City of Austin has a Universal Recycling and Composting ordinance that requires food-permitted businesses to ensure that employees have convenient access to diversion methods that keep organic materials (like food scraps) out of landfills.

**How it could look in Fort Collins:** Exploring a Universal Composting ordinance and related infrastructure/facilities is a “critical path” strategy that is required to meet our waste and carbon goals.
This Next Move is a continuation of work that the City has already begun over the past five years through the Regional Wasteshed planning efforts and is part of the critical path to getting to Zero Waste and 80% carbon reduction in 2030.

**2021/22 efforts:** Staff will explore pathways to food scrap and enhanced yard waste composting, through infrastructure and policy, for implementation in subsequent years. Continuing participation in the Regional Wasteshed effort will be a key part of this work.

**Lead partner:** City of Fort Collins Environmental Services Department

**Support partners:** Regional partners

**Impact and investment:** There are no new community or City investments anticipated in the 2021-22.

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<th>2030 Annual carbon savings (MT)</th>
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<tr>
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<td>High</td>
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<td>Medium</td>
<td>$40M</td>
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**Next Move: Implement disposable grocery bag policy**

**How it could look in Fort Collins:** The Fort Collins City Council passed a disposable bag policy that, if supported by a ballot referendum, would ban plastic bags and put a 12-cent fee on paper bags at large grocers starting May 1, 2022. This strategy aligns with Council’s priority to reduce plastic pollution.

**2021/22 efforts:** If voters support the Council-adopted disposable bag ordinance in 2021, staff will work to transition the community through outreach, the provision of free reusable bags, and work with grocers to develop implementation plans.

**Lead partner:** City of Fort Collins Environmental Services Department

**Support partners:** Large grocers, various service providers that work with low-income households

**Impact and investment:** The investment shown below would cover implementation and initial ordinance administration in the first two years. These costs would be covered by the bag fee revenue. More specifically, the investment includes:

- Outreach and awareness efforts
- Free reusable bags for low-income households
- Staff resources for implementation and administration

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<tr>
<td>$175,000</td>
<td>Low</td>
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Next Move: Identify barriers to accessing recycling services

**How it could look in Fort Collins:** This strategy is about understanding the barriers that different parts of the community, including BIPOC and historically underrepresented community members, have in accessing recycling services. Gaining a better understanding will require staff to work with groups, organizations, and individuals in the community to understand their lived experience around our waste system.

**2021/22 efforts:** City staff will build new relationships and partnerships to explore these barriers, understanding whether some barriers are addressed through the Community Recycling Ordinance and if not, to understand possible solutions.

**Lead partner:** City of Fort Collins Environmental Services Department

**Support partners:** Community organizations and individuals, including BIPOC and historically underrepresented community members, **Seeking Partners**

**Impact and investment:** Compensating community partners for their lived experience in support of applying an equity lens.

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Next Move: Facilitate the sharing of commonly needed items through libraries

**Case study:** Libraries all around Finland lend tools, musical instruments, sporting equipment, games, etc.

**How it could look in Fort Collins:** Fort Collins is already home to a Tool Lending Library and the Poudre River Public Library District. Both library systems already support the sharing economy. The Library District has a “Gadgets and Things” collection that allows community members to borrow passes to local museums, take home technology, crochet kits, telescopes, cake pans, bakeware, Fitbit Zips, solar lights, Colorado State Parks passes, birdwatching backpack kits, GoPro camera kits, karaoke systems, indoor/outdoor screen projectors, noise-cancelling headphones, energy monitoring kits, and more. The Tool Lending Library lends a variety of tools and home maintenance equipment.

**2021/22 efforts:** In 2021, the Poudre River Public Library staff will use available resources to expand the collection in response to community needs and requests. The City of Fort Collins will continue to help the library cultivate connections within the community in order to create partnerships. These partnerships could help avoid duplicating what is already being done.

**Lead partner:** Poudre River Public Library District

**Support partners:** City of Fort Collins, Ecothrift Tool Lending Library

**Impact and investment:** This strategy is funded through City-external sources.
Big Move 3 - Climate Resilient Community: People, buildings, watersheds and ecosystems are prepared for the threats of climate change

Adjusting to our changing climate and preparing for future changes make a big difference in how our community is able to thrive. The threats of climate change cannot be tackled by a single organization or business. It is crucial to plan for disruption and to foster and strengthen regional, community, and personal networks by supporting each other so we are better prepared to handle those effects. Fort Collins has a significant history of resilience work in stormwater planning and infrastructure, expanding and protecting our drinking water sources, and addressing regional outdoor and indoor air quality concerns, and still there is plenty more to do. Moving forward, there continue to be opportunities to partner with community members and organizations as our community plans and prepares for the increasing effects of climate change in Fort Collins.

Next Move: Expand and enhance water efficiency programs and incentives

Case study: There are many Cities and Utilities to look to that offer programs that could be complementary to Fort Collins. Often communities with more constrained water resources and less available supplies lead the way with ever-changing technology and innovation. California, Texas and other front range communities in Colorado can provide examples of successful programs or variations to existing programs that could enhance current services.

How it could look in Fort Collins: Fort Collins Utilities currently offers numerous water efficiency programs and incentives, but our offerings are not exhaustive and as climate change creates more of a strain on our water resources, we will need to be even more innovative and responsive to changing and growing needs in our community. This next move is in alignment with the Water Efficiency and Water Supply and Demand Management Plans.

2021/22 efforts: There are three main efforts currently underway:

1) With free technical assistance made possible by the Colorado Water Conservation Board, Fort Collins Utilities is developing residential water budgets in 2021. Budgets will be unique to each property, based on the number of occupants and irrigable area. These budgets provide customers with improved water literacy, better understanding of what their use should be compared to what their use is. They can be used as program eligibility criteria and help target messaging to those whose use is consistently higher than their budget. In other communities, budgets are used as an innovative mechanism to address water shortage in lieu of water restrictions and as a budget-based rate structure.
2) The Xeriscape Incentive Program expanded in 2020 to offer rebates to HOAs and commercial water customers interested in reducing outdoor water use by swapping out high-water landscapes for water-wise ones. These projects save millions of gallons of water annually, and most have converted to native and regionally-adapted plant species that overall require less water, nutrient and maintenance/mowing inputs. 2021 marks the second year of this program. Rebates are entirely funded by grants. Unless pending grant funding is approved, the Xeriscape Incentive Program will not have budget to support customers in 2022.

3) Fort Collins Utilities Water Conservation staff are conducting program evaluations to identify opportunities to increase the diversity of participation, remove barriers and improve inclusivity, starting with the Sprinkler Assessment Program.

**Lead partner:** Fort Collins Utilities – Water Conservation

**Support partners:** Water Budgets, Utilities: Water Resources, Customer Connections Service Unit (CCSU) -Communications and Marketing and Finance, Colorado Water Conservation Board; Xeriscape Incentive Program, Utilities: Water Conservation, CCSU-Communications and Marketing, CCSU-Community Engagement, Colorado Water Conservation Board, United States Department of Interior, Bureau of Reclamation

**Impact and investment:** Water Budgets’ 2021 costs are limited to communications and currently budgeted at $2,000. The majority of current Xeriscape Incentive Program for HOAs and Commercial customers budget goes toward customer rebates:
- 2021 budget - $100,000,
- 2022 budget - $0 unless grant funding approved. Pending grant amount is $200,000.

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**Next Move: Update codes to address existing and new developments’ indoor and outdoor water efficiency**

**Case study:** There are many communities to look to with above-code energy and water efficiency standards and land use codes that have successfully and comprehensively incorporated water efficiency into planning and development standards. Castle Rock, CO; Austin, TX; and Santa Fe, NM have developed efficiency standards associated with new development’s existing indoor and outdoor water use. Standards that could be adopted entirely or in part include, International Green Construction Code (IGCC), RESNET HERS H20, and/or Water Efficiency Rating Score (WERS). Colorado Water Conservation Board and its partners offer examples and guidance for greater integration of water efficiency into land use practices and codes: [https://westernresourceadvocates.org/land-use-planning-for-water-efficiency/](https://westernresourceadvocates.org/land-use-planning-for-water-efficiency/)

**How it could look in Fort Collins:** While Fort Collins has standards codified in the Municipal Code (Chapter 5 – Buildings and Building Regulations and Chapter 26 - Utilities) and Land Use Code, there are
areas of development that currently lack efficiency standards. Example code areas that could increase efficiency and conservation standards, but would likely need additional resources to implement include:

- Single-family residential outdoor water efficiency (landscapes and irrigation standards)
- Indoor water fixture efficiency standards outlined in plumbing codes, which are mostly minimum standards, consistent with Colorado State’s minimum fixture efficiency standards
- Year-round outdoor watering schedules to minimize day-time watering and over-irrigation associated with daily watering

Codes can provide mechanisms for above-code development incentives, such as Metro Districts. Often communities begin with voluntary programs and incentives and progress towards codifying certain elements to ensure efficiency is achieved in all developments, as appropriate. This next move is in alignment with the Water Efficiency and Water Supply and Demand Management Plans.

2021/22 efforts: There are currently three efforts underway:

1) Water Conservation is updating Utilities’ Water Supply Requirements and currently plans to include incentives for more water efficient developments in 2021.
2) Municipal Code updates presented to Council in Q4, 2021 will propose to improve energy and water efficiency in Chapter 5 Building and Building Regulations.
3) The creation of a revised Metro District process is being considered in 2021 and will propose above-code energy and water efficiency requirements to receive approval as a Metro District.


Impact and investment: The code work utilizes existing staff and associated budgets. The cumulative cost impact for these three efforts will depend on the number of developments that occur and based on a defined timeframe. These efforts will result in ongoing benefits. Impacts should be calculated based on any incremental cost increase to comply with new codes and the net cost or benefit associated with development in a Metro District or Water Supply Requirement compared to traditional costs. Further impacts and costs resulting from the above-code updates are planned for evaluation concurrently with the update work and are currently unknown.

Estimated new investment is dependent on the number of developments in 2021/22 and includes the costs to builders and developers in meeting code.

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Next Move: Adopt a holistic approach to integrated water resource planning and management (One Water Approach)

Case study: One Water is a progressive planning and implementation approach to managing water resources for long-term resilience and reliability, meeting both community and environmental needs. The One Water approach is an effective business practice being used by cities, utilities, and other water sectors around the world that encourages holistic thinking and practices toward managing water. The Water Research Foundation published a “Blueprint for One Water” that outlines a systematic process that can be used to guide the development and implementation of a One Water framework.

How it could look in Fort Collins: The current and predicted future impacts of climate change threaten water resources in the Cache la Poudre River watershed, creating significant challenges for the City’s water managers. The City can most effectively meet these challenges by developing a One Water framework that can be used to improve cross-departmental and multi-organizational integration and collaboration; encourage innovative planning, projects, and programs that achieve multiple benefits; identify opportunities and synergies that maximize the use of the City’s finite budgetary and water resources; and ultimately, build long-term resilience and reliability for both the community and environment. This next move is in alignment with future updates to the Water Efficiency and Water Supply and Demand Management Plans.

2021/2022 efforts: In 2021 and 2022, staff will continue to maintain momentum toward developing a One Water framework by forming a cross-departmental One Water Leaders team; improving cross-departmental communication; providing outreach and education opportunities to other City staff and leadership; continuing to engage and participate on the Water Research Foundation’s “One Water Cities Development of Guidance Documents and Assessment Metrics” Project; and convening the One Water Leaders team to “practice” the One Water approach on 1 – 2 One Water Pilot Projects.

Lead partner: Fort Collins Utilities Water Quality Services Division – Watershed Program

Support partners: Utilities: Water Production Division, Water Resources Division, Water Reclamation & Biosolids Division, Water Systems Engineering Division, Environmental Regulatory Affairs Division, Customer Connection - Water Conservation; Community Services: Natural Areas, Parks, and Parks Planning

Impact and investment:

- 2021/2022 costs will be limited to staff time dedicated from One Water leaders.
- The information collected in 2021 will be used to inform the development of a budget offer in 2022 to formally develop a One Water framework in 2023/2024, which can help inform longer term costs for implementation and staffing.

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Next Move: Educate and communicate existing emergency sheltering process and explore expanded options for disproportionately affected groups

Case study: Ensuring that community members know and understand what to do during community emergencies that may include displacement from homes is a crucial component of emergency response. Expanding sheltering options for disproportionately affected groups such as those experiencing homelessness or groups located in disaster zones with fewer financial resources, will provide assistance to those most in need and/or those directly affected.

How it could look in Fort Collins: More information can be shared about the existing process for evacuations and sheltering on the City’s website with additional education and outreach in partnership with regional groups, such as Larimer County, local service agencies and community groups, especially those that work with and serve non-English speaking community members. The City and community partners can also begin exploring how to expand options for sheltering for marginalized groups during smaller emergencies such as wildfire smoke events.

2021/22 efforts: The City can begin researching best practice examples of ways to set up clean air spaces for community members who are disproportionately impacted during wildfire smoke events and explore what options may be available with partners.

Lead partner: City of Fort Collins

Support partners: Larimer County, Fort Collins Rescue Mission, American Red Cross, Catholic Charities, Murphy Center/Homeward Alliance

Impact and investment: This work utilizes existing staff in multiple departments.

While not anticipated at this time, future investments could include:

- Engagement and outreach regarding sheltering and translation to Spanish.
- Investments from community partners such as expanded operational hours, facility use, staffing and other resources needed to expand sheltering options.

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Next Move: Partner with trusted community sites to provide resources and information during community emergencies (Resilience Hubs)

Case study: Urban Sustainability Directors Network has developed guidance for cities to use existing or new trusted sites to provide resources and information during community emergencies.

How it could look in Fort Collins: Facilities such as community centers, faith-based organizations and others could be used to provide coordination and communication and distribute resources and other services during disruptive events.
2021/22 efforts: Northside Aztlan Community Center will be modified in 2021 to increase the building’s energy resilience with battery storage and could operate at a limited function for up to 72 hours in the event of power outages. This would enable the site to have multiple functions during emergencies, while offering reduced daily operational costs. This is one example of how this type of resource can be developed and used to improve community preparedness and response during community-level events.

**Lead partner:** City of Fort Collins

**Support partner:** State of Colorado Department of Local Affairs (DOLA)

**Impact and investment:** Total project cost: $425,000 with a $200,000 match from DOLA. This funding is already appropriated as a capital project.

Estimated investments include:
- New battery storage and control system
- Energy efficiency upgrades

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</table>

**Next Move:** Ensure that air quality levels and information about related health concerns is representative, easily accessible, and broadly communicated

**Case study:** Monitoring and reporting air pollution data contributes to increased awareness of air quality issues and potential health impacts, and identification of opportunities to improve local air quality conditions. Measured data are also used to forecast future air quality impacts, such as ozone alert days, and to determine compliance with Federal and State standards. The Environmental Protection Agency (EPA) leads in these communication efforts (https://www.epa.gov/outdoor-air-quality-data), and many local communities augment this with local monitoring and communication efforts. Improving air quality is an identified Council priority.

**How it could look in Fort Collins:** To reduce health risks during adverse air quality events, it is important to:
- Effectively communicate when and where air quality conditions pose a health risk;
- Communicate actions that community members can take to protect themselves from smoke and other pollution exposure; and
- Empower community members to take actions to reduce pollution.

The City could improve communication strategies by expanding monitoring efforts and identifying which agents and methods in the community are best positioned to communicate about air quality. Furthermore, engaging interested community members, such as students, in the science of air quality and data evaluation in conjunction with an expanded monitoring network could be implemented. This next move is in alignment with the Air Quality Plan.
2021/22 efforts: Localized air quality monitoring data, real-time visibility camera images and air quality alerts are available through www.fcgov.com/AQdata. With changes in technologies, and increased accessibility of low cost, high quality air quality monitors, the City is beginning to invest in additional air quality monitors that increase areas represented. Near term efforts include further development and promotion of the City’s air quality and health impact summaries, and resources to protect from adverse health impacts.

Lead partner: City of Fort Collins Environmental Services Department

Support partners: Colorado Department of Public Health and Environment, Larimer County Public Health and Environment

Impact and investment: Anticipated 2021 communication efforts are supported by the Environmental Services Department ongoing budget. Current efforts will require a continuation of these resources, while additional efforts, such as expanded monitoring, and outreach, may require additional resources through grants or other funding opportunities. Funding for additional efforts would depend on scale and scope, ranging from approximately $20K - $100K per year, depending on the number of monitors.

Estimated new investment could include:
- Funds to procure, install, operate and maintain expanded low-cost particulate monitoring network

<table>
<thead>
<tr>
<th>Estimated new investment (2021-2022)</th>
<th>Mitigation</th>
<th>Equity</th>
<th>Resilience</th>
</tr>
</thead>
<tbody>
<tr>
<td>Seek grant funding, as appropriate</td>
<td>Low</td>
<td>Low</td>
<td>Medium</td>
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</table>

Next Move: Integrate climate resilience considerations into city strategic and operational plans

Case study: The City of Austin adopted a Climate Resilience Action Plan to determine which City assets and operations are vulnerable to climate-related disruptions and how to mitigate those impacts.

How it could look in Fort Collins: As one example, safety plans and operating procedures can be updated to include climate related risks and the actions that will be taken to protect staff and community members in City buildings and programs.

2021/22 efforts: In the near term, a small group of staff from various City departments are convening to develop a safety protocol on how to address poor indoor air quality in City buildings during smoke events. This includes how to track complaints about smoke exposure, operational actions to reduce smoke in buildings and actions staff can take to reduce their exposure and protect their health.

Additionally, staff will collaborate across City departments to ensure climate-related impacts are considered and included as community plans are created and/or updated. A forthcoming update to the Natural Areas Master Plan and water planning (contingent on budgetary funding) updates could have
opportunities to advance this strategy. This next move is in alignment with future updates to the Water Efficiency, Water Supply and Demand Management and Stormwater Master Plans.

Lead partner: City of Fort Collins Environmental Services Department

Support partners: Fort Collins Utilities, Safety and Risk Management and Operation Services

Impact and investment: This work utilizes existing staff resources.

Estimated new investment could include the following and will be determined by planning process:

- Funding for building upgrades, such as new ventilation systems
- Additional analysis and modeling by consultants/content experts on a plan-to-plan basis.

<table>
<thead>
<tr>
<th>Estimated new investment (2021-2022)</th>
<th>Mitigation</th>
<th>Equity</th>
<th>Resilience</th>
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</thead>
<tbody>
<tr>
<td>Staff time</td>
<td>Low</td>
<td>High</td>
<td>High</td>
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**Big Move 4 - Convenient Transportation Choices:** It is safe, easy, fast and affordable to get around without a car

We know that some places in Fort Collins feel safe and reasonable to get around without a car, but that this isn’t true in all of Fort Collins or for all individuals. With this Big Move, we imagine that getting around the city will be a safe and easy experience without a car for everyone, especially for those who choose to bike, walk, or use transit. In the future, using a car won’t have to be the first choice residents generally make because investments in transit make it a fast, convenient, safe, and accessible choice, and investments in bicycling and walking infrastructure make emissions-free choices the top pick in Fort Collins. Using a car can eventually be typically a shared experience, reducing dependence on car ownership while improving mobility and access for all residents, especially the Disabled Community and other historically marginalized groups.

**Next Move: Expanding local and regional public transit coverage and frequency**

Case study: Local data suggests the biggest barrier to residents using transit more frequently include frequency of service and transit route coverage. While services like Bus Rapid Transit are planned for expansion in Fort Collins, other innovative approaches should also be explored. Current models such as vanpool could serve as a case study to explore variable and flexible scheduling or service areas. Increasing regional transit options from Loveland and Greeley could also help to reduce the number of commuters driving alone.

How it could look in Fort Collins: Transit routes could be rerouted and consolidated in an effort to increase frequency of certain routes, including routes serving historically underrepresented groups. In order to continue to reduce barriers to transit use, Fort Collins should begin exploring micro-transit options and other innovative options that provide flexibility in coverage to meet real-time transit demands. The strategy supports City Council’s priority “encourage and increase Transfort use/additional bus rapid transit (BRT) corridors.” In coordination with the North Front Range Metropolitan Planning
Organization, which already specializes in planning regional transit, more exploration could be done to determine the best approach to reducing regional commuters’ dependence on single occupancy vehicles. This next move is directly aligned with the Transit Master Plan (2019).


Lead partner: City of Fort Collins FC Moves

Support partners: City of Fort Collins Transfort, CSU Parking & Transportation Services, North Front Range Metropolitan Planning Organization

Impact and investment: Near term funding is part of ongoing budgets over two years.

<table>
<thead>
<tr>
<th>Estimated new investment (2021-2022)</th>
<th>Mitigation</th>
<th>Equity</th>
<th>Resilience</th>
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<td>Medium</td>
<td>High</td>
<td>Medium</td>
<td>$191M</td>
<td>16,650</td>
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Next Move: Create mobility hubs to support convenient transportation connection options

Case study: Mobility hubs seek to create seamless connection between transit and other modes of transportation and will be strategically located where the transit network intersects other major components of the transportation network, such as intersections with multiuse trails and near local service providers or community amenities.

How it could look in Fort Collins: The Transportation Master Plan identifies several possible locations for Mobility Hubs. One such location is the Transit Center at Colorado State University. This transit center currently features high frequency transit and intersects on-campus bikeways and a robust pedestrian network. A fully realized Mobility Hub would include bike and scooter share stations nearby, dedicated parking spaces for EV charging and car share, a loading zone for ride share services, and other amenities to secure and support multiple transportation modes. This next move is in alignment with City Plan.

2021/22 efforts: TBD

Lead partner: City of Fort Collins FC Moves

Support partners: City of Fort Collins Transfort, CSU Parking & Transportation Services, micromobility companies, ride share and car share companies.

Impact and investment

- Estimated annual city costs depends on funding and operational model
Next Move: Provide travel trainings program

Case study: Providing regular trainings in a variety of settings can allow residents to learn how to integrate multiple modes of transportation, such as taking bicycles on transit, and could further provide an opportunity for residents to learn how to be mobile using all available transportation choices.

How it could look in Fort Collins: Currently, Transfort and FC Moves provide a suite of travel training classes, including transit Travel Training, bicycle-specific classes, and could evolve into another modal-specific trainings or better target specific audience segments through marketing, curriculum development, and training delivery methods (e.g. in-person, virtual, and at a variety of locations throughout the city).

2021/2022 efforts: Develop plans for audience segmentation and integrate a common marketing approach, such as Shift Your Ride to existing trainings, and begin to expand offerings to include other modes, such as e-scooters.

Lead partner: City of Fort Collins FC Moves, Transfort

Support partners: CSU Parking & Transportation Services, micromobility companies

Impact and investment: This work utilizes existing staff and associated budgets

Next Move: Continue to build bicycle facilities as identified in the Bicycle Master Plan

Case study: The best cities for bicycling in the world include a robust, interconnected system of separated bicycle facilities where bicycle users rarely mix with vehicular traffic. Academic literature and professionals world-wide suggest that best way to increase bicycle use for transportation purposes is to provide separated bicycle facilities along corridors and at intersections.

How this could look in Fort Collins: Fort Collins has already piloted protected bike lanes, most notable on Laurel Street and W. Mulberry Street. New construction also features grade-separated bicycle facilities, such as Suniga Road, and current standards call for separated facilities wherever possible. Fort Collins’ Bicycle Master Plan and Transportation Master Plan outline plans for future separated bicycle facility
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construction as well as spot improvements and retrofits to existing infrastructure to increase safety and comfort.

2021/2022 efforts: City Park Ave. and W. Elizabeth St. are currently being planned for redesign and could include separated bicycle facilities as well as protected intersection design.

Lead partner: City of Fort Collins FC Moves

Supporting partners: City of Fort Collins Traffic Operations, Streets, Planning; CSU Parking & Transportation Services

Impact and investment: Community investments based on Bicycle Master Plan forecast from 2018. Annual city investment includes $450k of ongoing operating budget.

<table>
<thead>
<tr>
<th>Estimated new investment (2021-2022)</th>
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<th>Equity</th>
<th>Resilience</th>
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<tr>
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<td>$33.9M</td>
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Big Move 5 - Live, Work, Play Nearby: No matter where they live, everyone can meet their basic daily needs without driving across town

The way the City guides land use and development patterns plays an important role in each of our transportation decisions. Many of us probably spend a lot of time in our cars, getting to work, taking kids to after-school activities, and making sure we have food for the week. If housing is not close to where we work, shop, or recreate, it forces us to take longer trips, usually by car, and emissions from cars and other vehicles contribute to about 20% of our community carbon inventory. This need to drive leads to more congested roads and lots of space spent on parking lots, and also means that we’re farther away from resources in times of personal or community-wide emergencies. If we cut down on reasons to drive, we’ll all have a little more time in the day, we may feel more connected to those living close to us, and we’ll reduce greenhouse gas emissions.

Next Move: Evaluate opportunities within the Land Use Code to better encourage the development of “complete neighborhoods” that include a variety of housing options, access to services and amenities, and proximity of housing to jobs

Case study: Fort Collins currently has a Transit-Oriented Development (TOD) Overlay Zone within the Land Use Code. The purpose of this TOD zone is to encourage land uses, densities and design that enhance and support transit stations along the transit corridors in particular the MAX Bus Rapid Transit Corridor. Provisions allow for a mix of goods and services within convenient walking distance of transit stations to foster development patterns that support live, work, and play.

How it could look in Fort Collins: The creation of complete neighborhoods has long been a focus of land use policy in Fort Collins and is emphasized in both City Plan and the Land Use Code. There may be a number of policy options to create stronger links between the places people live, work, learn and recreate. Increasing
density allowances in areas where amenities are likely to develop, recalibrating the incentives in the TOD overlay (e.g., height allowance, density increase, parking reductions), expanding the TOD overlay to other key activity centers and travel corridors, allowing for a broader range of land uses in more restrictive zone districts, and other strategies that support complete neighborhoods should all be explored with future Land Use Code updates. This priority overlaps with numerous goals and strategies in the 2021 Housing Strategic Plan and the 2019 City Plan.

**2021/2022 efforts:** City staff have begun to explore updates to the Land Use Code and a mid-cycle budget appropriation has been passed at first reading by City Council. Collaboration between staff in Community Development & Neighborhood Services, FC Moves and Social Sustainability will be key to updating the Land Use Code to better support encourage walkable, accessible and inclusive neighborhoods.

**Lead Partner:** Community Development & Neighborhood Services

**Supporting partners:** FC Moves, Social Sustainability, City Attorney’s Office

**Impact and investment**

<table>
<thead>
<tr>
<th>Estimated new investment (2021-2022)</th>
<th>Mitigation</th>
<th>Equity</th>
<th>Resilience</th>
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<tbody>
<tr>
<td>No new investment</td>
<td>Medium</td>
<td>High</td>
<td>Medium</td>
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**Next Move: Enhance partnerships with schools to ensure safe ways for kids to get to school**

The City of Fort Collins currently funds a robust Safe Routes to School (SRTS) program that aims to educate 8,000+ school-aged youth annually on safe walking and bicycling behaviors. Students who learn and engage in safe walking and bicycling behaviors on a regular basis have been shown to have increased productivity and engagement in school, suggesting a strong connection to physical activity and success in school. Transportation to school by car also represents a significant factor in greenhouse gas emissions, especially considering local School of Choice policies allowing community members to choose the school that fits their student’s needs. Enhancing partnerships with schools could allow for more education on safe behaviors and encourage a shift to active transportation to help reduce emissions.

**Case study:** Fort Collins’ Safe Routes to School program already excels at encouraging 8,000+ school-aged youth to increase rates of walking and bicycling to school. SRTS also coordinates Walking/Bicycling School Buses, or groups of students who are chaperoned to and from school in a group by walking or bicycling. Enhanced partnerships could lead to more Walking/Bicycling School Buses, increased reach within existing frameworks, and expand coordination with Middle and High Schools.

**How it could look in Fort Collins:** Using existing SRTS engagement models though physical and wellness education classes, the City and partners could expand frequency of in-school education at elementary schools and middle schools and enhance engagement at high schools through the Bicycle Ambassador Program. Partnerships could also identify opportunities to bring SRTS curriculum to parents and youth identified as at-
Our Climate Future

Two-year Tactical Plan (2021-2022)

risk. Partnerships could also aim to introduce safe driving curricula to high school students to augment existing Drivers’ Education curricula.

2021/2022 efforts: SRTS regular School rotation schedule already identifies 1/3 of elementary schools to host education through regular PE classes, in addition to targeting every middle school and high school once per year. Efforts are underway to enhance High School Bicycle Ambassador Programs and bicycling clubs in high schools.

Lead Partner: Safe Routes to School, FC Moves

Supporting partner: Transfort, Bike Fort Collins, Poudre School District, individual school principals

Impact and investment

<table>
<thead>
<tr>
<th>Estimated new investment (2021-2022)</th>
<th>Mitigation</th>
<th>Equity</th>
<th>Resilience</th>
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<tbody>
<tr>
<td>Pending assessments</td>
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<td>Low</td>
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Big Move 6 - Efficient, Emissions Free Buildings: Everyone lives and works in healthy energy and water efficient buildings which transition to become emissions free

We spend up to 90% of our time indoors, mostly at home, at school, and at work. Our buildings and homes represent the physical fabric of our community, are the places where we connect with family, friends and colleagues, and are often where we feel the safest. Changing our buildings, and our habits in them, has the potential to positively impact our lives more than any other actions.

The buildings in our community comprise over two thirds of our community’s carbon emissions to provide for heating, cooling, lighting, cooking, entertainment, business and manufacturing. They also contribute to the physical and financial health of community members that occupy them. The investments in improving building performance create jobs, improve indoor air quality and health and enable hard-earned dollars to go toward other family needs and not utility bills. You can get started by monitoring your home energy and water use online or review tips and tricks for conserving energy within your business. Check out other actions listed in the Our Climate Future Action Guide.

As we move away from relying on natural gas and oil to power our lives, we also protect habitat and people who are negatively impacted in the supply chain of those energy sources. While renewable energy is not impact free, it is an important step forward.

Efficient, Emissions Free Buildings means working to improve efficiency in all existing buildings and new development of homes and commercial buildings to:

- Improve building efficiency to save resources and improve indoor air quality;
- Change our habits for conservation and becoming active participants in the future energy system;
Our Climate Future

Two-year Tactical Plan (2021-2022)

- Transition away from the use of natural gas and other fuels (electrification) for heating and cooking while improving grid flexibility, and
- Engage local manufacturing partners to reduce industrial process emissions.

**Next Move: Continue and expand homes and business efficiency programs**

**Case study:** One of the most cost-effective ways to reduce energy use in existing homes and businesses is to provide rebates and other incentives to support building upgrades. Utility sponsored rebate programs across the country support local contractors, and other trade partners, resulting in a boost to the local economy and lower utility bills.

**How it could look in Fort Collins:** Fort Collins Utilities has existing energy and water efficiency programs for homes and businesses. This Next Move extends the range of rebates to customers and increase outreach to areas of the community that haven't typically participated in programs. Strategies to increase participation in programs might include investment in workforce training for energy upgrades, increased engagement with local organizations that offer services specifically to income qualified communities, and enhanced marketing efforts to increase awareness and improve the customer experience. The portfolio of programs works together to meet various segments, such as how the Building Energy and Water Scoring (BEWS) program links to business efficiency incentives.

**2021/22 efforts:** Utilities staff recently joined the initiative to participate in the American Council for an Energy Efficiency Economy (ACEEE) Leading with Equity working group, which will focus on increased transparency to organizations success in engaging underrepresented groups. Utilities staff also intends to review community and program data to improve the existing delivery strategies to eliminate barriers for participation for all community members. Recognizing the linkages between efficiency programs, electrification and grid flexibility, incentives will also be reviewed from the perspective of optimizing results across these outcomes. The proposed funding levels are consistent with current budgets for Energy Services in Utilities. Funding may move within the portfolio to achieve optimal results.

**Lead partner:** Fort Collins Utilities

**Support partners:** Platte River Power Authority (Efficiency Works programs), participating contractor networks, real estate trade ally network, local and national energy organizations and consultants.

**Impact and investment:** The near term investment is primarily from participating customers with $7M over two years from ongoing utility rebate programs.

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<tr>
<th>Estimated new investment (2021-2022)</th>
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<th>Equity</th>
<th>Resilience</th>
<th>2030 Cumulative Community Investment</th>
<th>2030 Annual carbon savings (MT)</th>
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</thead>
<tbody>
<tr>
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<td>Medium</td>
<td>High</td>
<td>$155M</td>
<td>267,000</td>
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</tbody>
</table>
Next Move: Develop an energy performance path for new construction to zero carbon building by 2030

Case study: Energy codes establish minimum construction or major renovation requirements that result in more efficient buildings and are consistently reported as one of the most significant and impactful step cities can take to reduce emissions. Cities across the country and in other parts of the world are establishing clear, long term plans for advancing energy codes to achieve significant reduction in emissions while saving owners money for the lifetime of the building.

How it could look in Fort Collins: Fort Collins adopts and enforces the current International Energy Conservation Code (IECC) within one year of issuance, and often amends code sections to align with community goals. Coupling adoption of the IECC with complimentary International codes and the National Fire Protection Associations National Electrical Code ensures the city is utilizing the most up to date codes and technology available within the built environment. Colorado, being a home rule state, allows municipalities to independently amend and adopt codes. With input from the building community, local stakeholder groups and consultants the city will develop a long term plan to achieve emissions free new construction and alterations that will help set clear expectations for builders and developers. The modeling for this Next Move assumes adoption of IECC 2021 for both residential and commercial buildings, moving toward net zero carbon building code in 2030. Financial investments are calculated for years 2025 through 2030, with benefits accruing through 2050.

2021/22 efforts: The building department, with support from Utilities, will convene a stakeholder code review committee in 2021 to review the 2021 international codes with local amendments prior to Council consideration, with a likely effective date in the first quarter of 2022. The creation of revised Metro District standards is also being considered in 2021 and will propose above-code energy and water efficiency requirements to receive approval as a Metro District. A stakeholder group will be convened to initiate the development of a long term plan for building codes, and to explore the role of natural gas for space and water heating in a clean energy future.

Lead partner: City of Fort Collins Building Department


Impact and investment

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<tr>
<th>Estimated new investment (2021-2022)</th>
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<th>Equity</th>
<th>Resilience</th>
<th>2030 Cumulative Community Investment</th>
<th>2030 Annual carbon savings (MT)</th>
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<tbody>
<tr>
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<td>Low</td>
<td>Medium</td>
<td>High</td>
<td>$1.8M</td>
<td>4,900</td>
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</table>
Next Move: Expand programs for electrification of space and water heating

Case study: Electrification, or the process of heating using electricity instead of natural gas, will be a transformational step in how the community uses energy in homes and buildings. Fort Collins has been collaborating with Sacramento Municipal Utility District (SMUD) as they are a national leader in the development and implementation of programs for electrification.

How it could look in Fort Collins: Fort Collins already has a comprehensive single family home efficiency program with Epic Homes. Epic Homes currently supports a wide range of efficiency improvements, including those for space heating, water heating and air conditioning. These types of retrofits will need to quickly evolve towards high efficiency electric heat pumps. While these measures are already in place, they will need a boost from education and training of homeowners and contractors, as well as adjustments to rebates.

2021/22 efforts: Fort Collins Utilities is currently working on a project which will form the foundation of future electrification offerings. The project includes efforts to review current electrification programs, engage with contractors and customer to understand their perspective on the electrification market and create a Utilities specific electrification cost effectiveness framework. The results of this analysis will drive proposed changes to program offerings and incentives to support electrification.

Fort Collins Utilities is also working with Platte River Power Authority and the other member cities on a distributed energy resources strategic framework which will include electrification.

Lead partner: Fort Collins Utilities

Support partners: Platte River Power Authority, Apex Analytics (consultant), local contractors

Impact and investment

- The 2030 cumulative community cost is modeled on a gradual transition to all furnace and water heater replacement going to efficient electric sources by 2025
- 2021/22 Utility costs included are in ongoing budgets

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<thead>
<tr>
<th>Estimated new investment (2021-2022)</th>
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<th>Resilience</th>
<th>2030 Cumulative Community Investment</th>
<th>2030 Annual carbon savings (MT)</th>
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<tr>
<td>See description</td>
<td>Medium</td>
<td>Medium</td>
<td>Medium</td>
<td>$20.3M</td>
<td>31,000</td>
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Next Move: Continue and expand demand response and grid flexibility programs

Case study: Fort Collins is already a leading utility with various options within demand response programs. Demand response programs have traditionally been focused on demand reduction and/or “peak shaving” but have increasingly been focused on grid flexibility strategies such as increased energy use at times of surplus renewable energy.
Our Climate Future  Two-year Tactical Plan (2021-2022)

How it could look in Fort Collins: Fort Collins Peak Partners program currently includes various types of thermostats, hot water heater controllers and the ability to communicate with businesses through standard communication protocols. Moving forward, the program is demonstrating grid-integrated water heaters which can both store energy and reduce energy use. Future integrations will include both stationary batteries and electric vehicles as well as new standardized industry communication protocols. The system has also started to leverage fiber communications through Connexion, both at customer sites and eventually in the electric distribution system as well. Peak Partners provides support to both homes and businesses to more easily manage their usage in response to dynamic pricing, such as time of day.

2021/22 efforts: Peak Partners is embarking on a planned capital project to upgrade existing hot water heater controllers over this two year period. A grid interactive water heater pilot will continue as will ongoing optimization of other program elements. Fort Collins Utilities is also working with Platte River Power Authority and the other member cities on a distributed energy resources strategic framework which will include demand response.

Lead partner: Fort Collins Utilities

Support partners: Itron, Platte River Power Authority

Impact and investment: Ongoing budget is approximately $1M for 2021 and 2022 with a gradual increase expected through 2030

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<thead>
<tr>
<th>Estimated new investment (2021-2022)</th>
<th>Mitigation</th>
<th>Equity</th>
<th>Resilience</th>
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<tbody>
<tr>
<td>See description</td>
<td>Enabling</td>
<td>Medium</td>
<td>Medium</td>
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Next Move: Provide focused energy efficiency and indoor air quality incentives for historically underserved households

Case study: The Energy Advice Points are a Barcelona City Council service that offers the necessary information, assistance and intervention for people to meet basic standards to avoid energy poverty


How it could look in Fort Collins: Energy efficiency and linked indoor air quality programs will evolve to better meet the needs of historically underserved households, such as low and moderate income and BIPOC residents, rental properties and mobile homes. Initiatives can leverage the principles of targeted universalism to design programs which address the most persistent barriers for underserved households and therefore serve all households more effectively.

2021/22 efforts: This Next Move is expected to first focus on specifically identifying segments of Fort Collins who are burdened with high energy costs and community partners who may be able to help reach underserved households and neighborhoods. The next steps will be to use energy cost burden data to focus services which improve efficiency and reduce the cost burden. The analysis assumes there is no direct savings from this service and the savings are included in additional participation in other
Next Moves. Existing programs such as Epic Homes, CARE, Larimer County Energy Program and state weatherization will all play a role in improving services.

**Lead partner:** Fort Collins Utilities

**Support partners:** City of Fort Collins Social Sustainability Department, Platte River Power Authority, Larimer County, Energy Outreach Colorado

### Impact and investment

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<tr>
<th>Estimated new investment (2021-2022)</th>
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<th>Equity</th>
<th>Resilience</th>
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<tbody>
<tr>
<td>Staff time</td>
<td>Enabling</td>
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<td>Medium</td>
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**Next Move: Support Incentives and Regulations to Reduce Industrial Air Pollution**

**How it could look in Fort Collins:** Fort Collins is home to a small number of large industrial greenhouse gas emitters who are required to report emissions under the EPA’s Greenhouse Gas Reporting Rule. These gas emissions come from electricity for buildings and industrial processes, fossil fuel combustion to generate heat and in some case special gases used for industrial purposes. One example of the last category are fluorinated gasses that contribute are reported as Industrial Process and Produce Use Emissions (IPPU).

Fort Collins Utilities and Platte River Power Authority have incentive programs to support industrial businesses in increasing efficiency or renewable energy that can address electricity-related emissions. And as more companies make commitments to reduce their carbon footprint, businesses are also responding to demands for improvements in supply chain carbon footprint.

Fort Collins has one industrial source, Broadcom, that reports IPPU emissions. Other IPPU emission sources may exist in Fort Collins but fall below the current EPA reporting threshold. In 2019, IPPU emissions contributed 9% of Fort Collins total community GHG inventory. Locally, Broadcom has been installing abatement devices of their own volition to mitigate IPPU emissions since 2011 and is committed to continuing to install them. Broadcom is a member of the State’s Environmental Leadership program and commits annually to various environmentally driven projects.

**2021/22 efforts:** In 2021, Broadcom is working with Colorado Department of Public Health and Environment, as one of many stakeholders, as they develop plans to implement HB1261 to address GHG emissions at the state level. This rule-making is anticipated to require large emitting facilities to conduct a third party audit of their emissions and to assess the use of emissions related Best Available Control Technology.

While large industrial emissions are not typically addressed at the local level, Fort Collins staff is committed to meeting periodically with Broadcom. In addition, City staff will follow up with other communities who have large sources of IPPU emissions in their inventory to see if there are new ways that other local governments have supported these larger sources in reducing emissions.
Our Climate Future  Two-year Tactical Plan (2021-2022)

Fort Collins is also a member of Colorado Communities for Climate Action (CC4CA.) CC4CA works to advance state legislation and rule-making to reduce GHG emissions based on a policy agenda approved annually by all member communities.

**Lead partners:** Fort Collins Utilities, Environmental Services Department

**Support partners:** Economic Health Office, local industrial partners

**Impact and cost**

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<thead>
<tr>
<th>Estimated new investment (2021-2022)</th>
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<th>Resilience</th>
<th>2030 Cumulative Community Investment</th>
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<tbody>
<tr>
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**Big Move 7 - Healthy Affordable Housing:** Everyone has healthy stable housing they can afford

This Big Move is critical because today not all community members have affordable, safe, and healthy places to live. Nearly 20% of homeowners and 60% of renters in Fort Collins cannot afford their monthly housing costs.² We know that while all community members are impacted by the rising house prices, our Black, Indigenous, and People of Color (BIPOC) as well as low-income residents are disproportionately impacted by these costs. Because so many community members have to live out of town, they end up commuting into Fort Collins – which usually increases greenhouse gas emissions. Additionally, having a stable housing situation positively contributes to people’s ability to respond and recover from a disruptive event and their capacity to engage with topics like climate change and reducing emissions. While it may be new to see healthy, affordable housing addressed in a climate, energy, and waste plan, a plan that is shaped around humans and their lives can’t go without this topic.

Note that six of the strategies in this Big Move are also included in the Housing Strategic Plan. These strategies not only advance the Housing Strategic Plan’s vision that everyone has stable, healthy housing they can afford, they also have the potential to reduce carbon emissions, increase community resilience, and advance more equitable solutions for all community members. In other words, like many of the moves included in Our Climate Future, these strategies benefit more than just any one area.

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² Source: American Community Survey, 2018. The U.S. Department of Housing and Urban Development defines cost-burdened households as those that pay more than 30% of their income for housing.
Next Move: Increase the number and diversity of housing types and allow more homes per lot (density) via an update to the City’s Land Use Code

Case study: Communities throughout the United States are modernizing their Land Use Codes to align with current best practices and community demand. Examples include Colorado Springs, Loveland, Denver, Portland, and many more.

How it could look in Fort Collins: Today, Fort Collins’ daily population grows by almost 28% from commuters traveling into and out of Fort Collins, representing almost 13% of our emissions. By creating more housing opportunities either in our existing housing or in the land we have left, we can reduce transportation emissions and create more walkable, livable communities. As noted in the 2020 Land Use Code (LUC) Audit, barriers to fully realizing allowed densities include multifamily unit number maximums, square footage thresholds for secondary or non-residential buildings, and height limitations that restrict the ability to maximize compact sites using tuck-under parking. Such requirements should be recalibrated or removed entirely.

2021/22 efforts: Funding has been approved for phase one of the LUC audit. Beginning the LUC update is an important step to advancing several strategies included in the draft Housing Strategic Plan that will also address new housing types, recalibrate of incentives for affordable housing, and simplify the development process. City staff will lead this effort, supported by outside consultants to help balance daily work assignments with the demands of this complex update to the LUC regulations. This strategy is also included in the Housing Strategic Plan and is aligned with City Plan.

Lead partner: City of Fort Collins Community Development and Neighborhood Services Department

Support partners: Builders/Developers, Special Districts and Government Entities, other partners

Impact and investment

- First phase of the Land Use Code update for housing-related changes
  - $290K from the 2021 budget
  - $60K matched from Home2Health grant funding

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Next Move: Continue the Housing First model for supporting persons experiencing homelessness and provide wraparound services

Case study: Homeward 2020 has employed this model since its founding.

How it could look in Fort Collins: According to Homeward 2020, “a successful homelessness response system is a coordinated, regional response centered in the principles and practices of Housing First and Supportive Housing. The system is data and performance driven and strives to achieve Functional Zero, where homelessness is prevented whenever possible, and if it is experienced, there is a supported return to housing as soon as possible.” This strategy is also included in the Housing Strategic Plan.
**2021/22 efforts:** Continue partnership with the Northern Colorado Continuum of Care, which coordinates funding and delivery of housing and services for people experiencing homelessness in Northern Colorado, bringing together agencies in Larimer and Weld Counties to develop a strategic, regional approach to homelessness.

**Lead partner:** Northern Colorado Continuum of Care

**Support partners:** City of Fort Collins, Homelessness Service Providers, Builders/Developers, Larimer County

**Impact and investment:** New City investment in 2021 to create a staff position entitled Homelessness response and Solutions Lead Specialist; future investments pending additional analysis

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**Next Move:** Expand foreclosure and eviction prevention and legal representation, especially in times of crisis

**How it could look in Fort Collins:** Housing counseling generally takes the form of providing assistance with mortgage debt restructuring and mortgage and/or utilities payments to avoid foreclosure; short-term emergency rent and utilities assistance for renters. Cities often partner with local nonprofits experienced in foreclosure counseling. Landlord-tenant mediation is similar but generally conducted by local Legal Aid for more involved disputes between the landlord and tenant. CARES Act funding is currently dedicated to a legal defense fund for renters, but additional resources are necessary to carry this strategy beyond the duration that CARES resources allow. This is a high impact, best practice strategy that leverages success of existing program; addresses acute needs exacerbated by the ongoing COVID-19 pandemic (and related levels of unemployment). This strategy is also included in the Housing Strategic Plan.

**2021/22 efforts:** Seek additional funding to continue this work beyond 2020

**Lead partners:** City of Fort Collins Community Development and Neighborhood Services & Social Sustainability Departments

**Support partners:** Manufactured Housing Neighborhoods, Homeowners, Renters

**Impact and investment**

- Promoting housing stability through eviction prevention educational materials, training sessions, legal advice clinics for tenants and landlords, and legal representation in eviction court hearings ($125,000 annually, funded in 2020 via CARES resources).
Next Move: Explore revisions to the City’s occupancy policy (U+2) to determine opportunities to streamline processes and right size the policy for today’s needs for achieving stability, health, and affordability citywide

How it could look in Fort Collins: Occupancy limits and narrow family definitions often create unintended constraints on housing choice and options, including those on cooperative housing opportunities for seniors and people with disabilities or low-income renters desiring to live with unrelated adults in a single family home setting. Occupancy limits can also pose fair housing liabilities to the extent that they have a disparate impact on people with disabilities. Current best practices allow up to eight unrelated or base occupancy on building code requirements instead of family definitions. Occupancy limits do not always have a direct relationship to neighborhood livability, and there may be a better way to address livability concerns. This strategy is also included in the Housing Strategic Plan.

2021/22 efforts: Form an internal task force to develop a proposal for policy and community engagement.

Lead partner: City of Fort Collins Community Development and Neighborhood Services Department

Support partners: Numerous City Departments, Community, Homeowners, Renters

Impact and investment:

- This work utilizes existing staff in multiple departments
- Estimated new investment for administration and community costs for potential registration

### Estimated new investment (2021-2022)

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Big Move 8 - Local, Affordable and Healthy Food: Everyone has access to healthy and affordable food, sourced or rescued from local and regional producers

Like housing, food is an essential component of each of our lives. Being intentional about what we eat can help reduce greenhouse gas emissions, based on types of foods and where they’re coming from,
and considering how much we buy can help reduce food waste. A sustainable, local food system can have other broad reaching and positive impacts ranging from improved soil, water, and ecosystem health to providing a healthy and reliable food source for all members of our community. Nearly 40,000 residents in Larimer County are considered food insecure, while one third of school-aged children receive free or reduced meals. Through innovative partnerships, all of us can have increased access to healthy, fresh foods grown and raised close to home. Affordable, accessible local food will require support across the food system – decreasing barriers for farmers to establish and expand their efforts, while building an efficient and effective system for affordably distributing this food to the community.

To be successful, this Big Move will require deep and sustained partnerships between governmental entities, nonprofits, and private enterprises. The City as an organization has had limited focus on our food systems, but there are many leaders in this space in Fort Collins, and as a community, we can begin to shift our food systems to be more focused on local, affordable, and healthy food options.

**Next Move: Promote local food through education**

**How it could look in Fort Collins:** By establishing and leveraging strong partnerships, Fort Collins community members would be better informed about the benefits of eating locally grown and raised food. They are aware of local food sources and resources available to help secure local foods and grow their own food.

**2021/22 efforts:** City of Fort Collins Natural Areas Department will be working to highlight the benefits of integrating conservation agriculture into its suite of land management practices. A conservation agriculture webpage will describe the practice and Natural Areas partnerships with Poudre Valley Community Farms and their member farmers. Additionally, Natural Areas will be partnering with Poudre River Public Library District to host a community education offering in late Summer 2021. Finally, the Gardens on Spring Creek offers a diverse catalog of courses to support home gardeners looking to increase their knowledge about growing fruits and vegetables, as well as integrating sustainable practices into their gardening efforts.

**Lead partner:** City of Fort Collins Natural Areas and Gardens on Spring Creek

**Support partners:** Community partnerships need to be cultivated and may include government agencies such as Larimer County and CSU Cooperative Extension, as well as numerous regional non-profit organizations working in this space.

**Impact and investment:** This work utilizes existing staff and associated budgets in multiple departments.

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Big Move 9 - Healthy Local Economy and Jobs. The community supports a healthy innovative local economy with new opportunities for all people and businesses to thrive

Supporting the creation of jobs and a healthy economy is something our community has been co-creating for decades. Along with hundreds of businesses, both local and international, our diverse economy has become known as a place of innovation. With innovation so deeply embedded in our DNA, Fort Collins can and has supported businesses from start up to established who are creating solutions that act on climate change locally and globally - solutions such as job training and development in renewable energy, energy efficiency, and transformation of waste into resources, and solutions that shift to more sustainable operations that save businesses time and money while positioning them to be successful in a world that increasingly favors sustainable business. Finally, creating more high paying jobs locally that work to solve these critical issues ensures more people that work in Fort Collins are able to live here instead of commuting from other communities and increasing transportation emissions.

Next Move: Update the Economic Health Strategic Plan to adapt to rapidly changing economic conditions

Case Study: The City’s Economic Health Strategic Plan was last updated in 2015. The region, state, and world have undergone significant changes since the last plan was adopted. An update to the plan could reflect those changes and adapt the City’s priorities and strategies to the rapidly changing economic conditions, specifically the COVID-19 pandemic and accelerating climate change.

How it could look in Fort Collins: Fort Collins and Northern Colorado have changed significantly since 2015 and the economic forces affecting Fort Collins businesses are different. For example, the laborshed has continued to grow with a significant amount of the labor working in Fort Collins on a daily basis coming from outside the community. As people are increasingly moving outside Fort Collins to find affordable housing and then driving into Fort Collins for work (as noted the Healthy Affordable Housing Big Move, Fort Collins daily population grows by 28%), the importance of high paying jobs and affordable living become crucial to reducing transportation emissions from commuting. Additionally, the economic crisis brought on by the COVID-19 pandemic will necessitate both an economic and social recovery. Developing a plan for this recovery could form the foundation of an update to the City’s broader economic strategy. With a continued focus on innovation in the face of the economy broadly recognizing climate risks, this plan update aligns with many Our Climate Future Big Moves.

2021/22 efforts: The Economic Health Office would partner with the community to update the Economic Health Strategic Plan building upon the work completed as part of the region’s economic recovery plan called “Reignite Our Economy.” and the City’s own economic and social recovery plan.

Lead partner: City of Fort Collins Economic Health Office

Support partners: Northern Colorado Regional Economic Development Initiative (NoCo REDI), Larimer County Economic and Workforce Development (LCWED), Larimer County Small Business Development Center, Innosphere, Fort Collins Area Chamber of Commerce
Impact and investment: The plan update would depend upon funding which will be determined later in 2021.

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Next Move: Support small businesses and workforce development in times of crisis

Case study: The COVID-19 crisis has reinforced the importance of Main Street businesses which are locally owned, serve the community and typically employ community members. Developing systems to support these businesses and the associated workforce during both crisis and good times should be an essential part of the City’s economic health work. The influx of funds from both the Federal and State government have given the City an opportunity to support hundreds of local businesses. This work will need to continue as rebuilding the economy will likely take longer than reopening our society post COVID-19 pandemic.

How it could look in Fort Collins: Leveraging Federal, State, and even local dollars the City should continue to develop programs like the Small Business Assistance Program, Small Business Relief Program, Restaurant Training Program, De-escalation Training, and numerous others to support Main Street businesses. Additionally, outreach should continue to inform businesses about changing public health orders and operational considerations through activities like – NoCoRecovers, For Fort Collins, and Keep NoCo Open. These resources should be made available in both English and Spanish with added support for outreach to traditionally underserved businesses.

2021/22 efforts: Continue to leverage funding when available to develop specific programs targeted at supporting both small businesses and workforce development, pending Federal and State funds. Continue to communicate changes in public health orders to businesses and promote shopping local and supporting local businesses through outreach and marketing.

Lead partners: City of Fort Collins Economic Health Office (locally), Northern Colorado Regional Economic Development Initiative, Larimer County Economic and Workforce Development (regionally)

Support partners: Fort Collins Area Chamber of Commerce, Upstate Colorado, Larimer County Small Business Development Center, Colorado State Minority Owned Business Office

Impact and investment: Investment will depend on Federal and State funds.

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Next Move: Support small businesses and workforce development in times of stability

Case study: Ensuring that small businesses remain vibrant, resilient and strong through coordination of technical support, funding, education, and policy initiatives is essential for our local economic health. The City has learned a lot about the needs of small Main Street businesses during the COVID-19 pandemic response. These learnings should be leveraged to develop specific programs (supported with funding and resources) to help small business flourish within Fort Collins. These programs should be identified and refined as part of an update to the Economic Health Strategic Plan. Small business support is also an identified Council priority.

How it could look in Fort Collins: The biggest challenges that small businesses face are, (a) evaluating and understanding their financial information, (b) keeping current with operational requirements, (c) identifying and implementing cost savings measures, and (d) building lasting and effective relationships with banking partners. Fort Collins working with its partners should identify and implement programs that address these business pain points. These programs could include technical assistance, training, software licenses, relationship building, and mentoring and peer learning.

2021/22 efforts: Continue to sponsor the Larimer SBDC and participate in program development with LCEWD. Develop and request funding for additional programs aimed at meeting the challenges identified during the crisis.

Lead partner: City of Fort Collins Economic Health Office, Larimer Small Business Development Center, Larimer County Economic and Workforce Development

Support partners: Fort Collins Area Chamber of Commerce, Downtown Business Association, North Fort Collins Business Association, Midtown Business Improvement District

Impact and investment: Funding is currently included in 2021 Economic Health Office and community partner budgets

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Next Move: Reimagine a sustainable business program

Case study: ClimateWise has been a successful business recognition program for sustainability for 20 years in Fort Collins and there are numerous business recognition programs across Colorado and the United States with measurable success. Now that ClimateWise has ended as a Fort Collins program it is time to imagine a new business sustainability program that is adapted to a changing environment and uses industry benchmarks to measure success.

How it could look in Fort Collins: A new iteration of a sustainable business recognition program needs to adapt to an evolving business climate to educate, incentivize, and support businesses becoming more financially resilient and environmentally sustainable. Businesses and nonprofits in Fort Collins need to support and lead each other to become more resilient and sustainable while also being incentivized and
supported by the City. The design of the new program should include input from the business community or be designed by the business community.

2021/22 efforts: Staff will partner with the Sustainable Living Association, a local nonprofit focused on sustainability in Fort Collins, and local businesses and nonprofits to envision a new sustainable recognition program that is adapted to the current business climate.

Lead partner: Sustainable Living Association

Support partners: Fort Collins Utilities, Economic Health Office, Environmental Services Department

Impact and investment: Funding will depend upon the planning and assessment for a new model.

Next Move: Explore opportunities and best practices for multilingual business and workforce development programs

How it could look in Fort Collins: Engage businesses and community members who have historically been underserved by multilingual business and workforce development programs to learn what opportunities and best practices there might be for designing more linguistically accessible and culturally relevant business support and job training. Through partnerships with local and state agencies and leveraging one-time money available due to the COVID-19 crisis, pilot a number of programs aimed at supporting underserved populations. Based on the success of these pilot programs present the most successful programs for ongoing funding to the City, County and partners.

2021/22 efforts: Leverage the 1-year contractual Opportunity Specialist in the Economic Health Office to provide boots on the ground outreach and technical support to underserved populations, while simultaneously identifying pilot programs that could be developed and tested for future ongoing multilingual business support and workforce development programming.

Lead partner: City of Fort Collins Economic Health Office

Support partner: Larimer County Economic and Workforce Development

Impact and investment: Funding is currently included in 2021 Economic Health Office budget and is short-term at this time.
Big Move 10 - Zero Waste Economy. Business, industry, institutions, and government collaborate to recirculate resources and eliminate waste

Creating a zero waste or “circular” economy is about rethinking systems so the materials used in processes, products, and projects are used thoughtfully, are long-lasting, and have somewhere to go when they are no longer needed. Every year Fort Collins generates over 200,000 tons of materials like asphalt, concrete, wood, soil, and other materials from industrial activities and a little over one-third of that ends up in the landfill. When these materials can instead be recycled or used by another local or regional business, companies save money and avoid using new materials. By closing loops closer to home, businesses can increase resilience to supply chain disruptions and reduce environmental impacts. Keeping materials in circulation can also create new jobs in our region as remanufacturing, renovating, and recycling are often labor-intensive professions. Creating a Zero Waste Economy will change our systems as much as our perceptions about the value of materials, perhaps even making the term “waste” feel old fashioned.

Next Move: Support work on a digital marketplace for industrial waste

Case study: The City of Rotterdam has implemented a digital marketplace that connects companies that can use the outputs of one industry as inputs to another.

How it could look in Fort Collins: Recycle Colorado, a statewide organization, has been working to develop ReCircle, a statewide digital marketplace for trading materials to increase the communication between all parts of the manufacturing, waste, and recycling industry. Currently, the platform allows users to search, buy, sell, or donate available or wanted materials. Recircle partners include a variety of large industries, recyclers, and waste management companies active in the State.

2021/22 efforts: City staff will support Recycle Colorado’s efforts to support the platform as capacity allows and will share the opportunity with partners in Fort Collins who may be interested in using the platform.

Lead partner: Recycle Colorado

Support partner: City of Fort Collins Environmental Services Department

Impact and investment: This Next Move is funded by Recycle Colorado. Fort Collins pays a small membership fee of $350/year.

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3 Source: 2019 Fort Collins Community Waste & Recycling Summary.
**Next Move: Continue to explore ways to further reuse and recycle soil from City projects**

**How it could look in Fort Collins:** The City of Fort Collins already has systems in place to sort and reuse much of the substantial amounts of soil generated from City operations. This strategy would seek to expand these systems, helping reduce unnecessary transportation and making sure soil can be used circularly instead of landfilled or downgraded to material used to cover trash at the landfill (known as “alternative daily cover”).

**2021/22 efforts:** A study was done in 2019 to help understand the best opportunities to support and expand existing systems. This Next Move would work toward implementing some of those recommendations, including exploring systems to equitably distribute excess soil to interested community members and integrate soil need or generation as part of the capital projects planning system. City Waste Reduction and Recycling staff will work in a convening role to support implementing strategies in 2022 in collaboration with other City departments.

**Lead partner:** City of Fort Collins departments

**Support partner:** NA

**Impact and investment:** This Next Move would involve primarily staff time in 2021/22.

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**Big Move 11 - Healthy Natural Spaces: We all are stewards of healthy natural spaces and honor the deep and historical human connection to this land**

Fort Collins is loved for its natural spaces. Spending time outside has valuable physical and mental health benefits for everyone, and nature has particular significance for people who identify as Native or Indigenous and have a long history of stewardship of the land as a way of life. For thousands of years, many Indigenous peoples lived in this area and cultivated a deep culture and tradition of relationship to the land, and some of our community members still honor those traditions.

Conserved lands at the local level can support species’ habitats and travel corridors that would otherwise be disconnected by urban development, while sequestering carbon. To maintain and enhance this vital part of the city, we can all take responsibility for ensuring that as the city’s landscape becomes increasingly developed, we are maintaining healthy landscapes and implementing nature-based solutions to address a changing environment. By nurturing diverse ecosystems that range in size from front yards to large spans of open space, we can all more easily connect to nature where we live, work, and play, while supporting the wildlife that also calls this region home.
Next Move: Protect and expand natural habitats as growth occurs

How it could look in Fort Collins: A connected open space network made up of both publicly conserved lands and smaller patches of privately owned habitat, can ensure natural spaces are accessible to the entire community. These natural habitats support healthy environments where plants and wildlife thrive, while facilitating opportunities for people to engage with nature in a meaningful way.

2021/22 efforts: Many City departments support this area of work on an ongoing basis. The Natural Areas Department continues to actively conserve and enhance habitat for plants and wildlife. Utilities pursues green infrastructure opportunities to manage stormwater and supports turf to native grass conversion efforts. Programs such as Nature in the City and the Xeriscape Incentive Program support community-driven efforts on smaller scales, as well. This next move is in alignment with the Natural Areas Master Plan and the Nature in the City Plan.

Lead partner: City of Fort Collins Natural Areas, City of Fort Collins Parks Planning and Development, City of Fort Collins Utilities

Support partners: Residential and commercial properties owners, managers, renters, including interested community members and HOAs.

Impact and investment

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Next Move: Pursue habitat protections in the case of oil and gas development within natural areas and/or in close proximity to natural habitat features

How it could look in Fort Collins: Per State statute, local regulations must match or exceed Colorado Oil and Gas Conservation Commission (COGCC) requirements to ensure the protection of public health, safety, welfare, the environment, and wildlife resources. The City could adopt more protective standards through a combination of setback distances, zoning regulations and design standards. These regulations will influence where and how new oil and gas development could occur within the community, providing greater protection for humans, wildlife, and natural resources.

2021/22 efforts: Building on broad community engagement, the City of Fort Collins will make progress toward updating regulations to oil and gas development within City limits. The City will explore regulatory options and seek public input. Additionally, for city-owned properties outside City Limits, staff will work with Larimer County’s Planning and Natural Resources teams to provide input and encourage the strongest possible protections for natural areas and habitats. This next move is in alignment with the Natural Areas Master Plan.

Lead partners: City of Fort Collins Community Development and Neighborhood Services, City of Fort Collins Environmental Services, Larimer County Planning

Support partners: City of Fort Collins Natural Areas, Larimer County Natural Resources
Our Climate Future

Two-year Tactical Plan (2021-2022)

Impact and investment

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Next Move: Explore partnerships for habitat management and education for wildfire mitigation

How it could look in Fort Collins: With the largest wildfires in Colorado history fresh in our minds from 2020 and the recent memories of other fires and floods, it is clear that issues related to watershed wildfire recovery will be a priority in the coming years. These efforts will also need to be aligned with water quality and potential water restrictions.

2021/22 efforts: Fire recovery at Bobcat Ridge Natural Area is a top restoration priority for the Natural Areas Department. Goals will include habitat management for continued fire resilience, as well as integrating education and resources into the visitor experience, focusing on the role of wildfire in ecosystem management. Late summer 2021 is the goal date for reopening the site to the public.

Utilities is coordinating with a wide range of partners for broad-based watershed recovery including an intergovernmental agreement with Greeley, Larimer County and others. Emergency watershed stabilization methods will be focused on aerial mulching and erosion control techniques, particularly in areas of moderate to severe burn severity. Utilities Water Production Division have been developing costs associated with changes to operations and maintenance from post-fire water supply and water quality impacts, and a team from Customer Connections is working on communications, social media, education and outreach to begin planning for 2021.

This next move is in alignment with the Natural Areas Master Plan.

Lead partners: Fort Collins Utilities, City of Fort Collins Natural Areas

Support partners: City of Greeley, Larimer County, State and Federal agencies

Impact and investment

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Next Move: Explore opportunities for the City to recognize historical BIPOC connections to the land, especially indigenous connections, and explore ways to support BIPOC-led efforts around land

How it could look in Fort Collins: BIPOC Partners and City staff could explore opportunities to recognize BIPOC connections to the land and ways to support BIPOC-led efforts around land by:
• Making space for more dialogue with existing and new BIPOC partners;
• Listening to understand BIPOC priorities related to land;
• Building trust through initial implementation opportunities to partner around land (for example supporting efforts around indigenous farming and gardening practices that are possible to support immediately), and
• Thinking creatively together about non-traditional approaches to meeting priorities (for example through third-party funding).

Finally, part of the exploration will be monitoring when conditions are right (budget, community capacity, organizational capacity, etc.) to move from “explore” to “design” or “implement” this Next Move.

2021/22 efforts: City staff will increase internal coordination around these issues, continue current discussions with BIPOC partners and leaders who are interested in conversations about historical BIPOC connections to the land as described above, and explore new relationships as community trust allows.

Lead partner: Local indigenous and native partners, City of Fort Collins

Support partners: Seeking Partners

Impact and investment

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<td>Staff time</td>
<td>Enabling</td>
<td>High</td>
<td>High</td>
</tr>
</tbody>
</table>

**Big Move 12 - 100% Renewable Electricity.** Everyone in the community receives affordable and reliable 100% renewable electricity, including from local sources

Electricity powers our lives, local economy, homes, and businesses and comprises nearly 50% of current community carbon emissions. This Big Move envisions a future electric system very different from the legacy systems in use for nearly 100 years. Solar panels, wind turbines and batteries will support an interconnected system across many states. Individual homes and businesses will be able to choose to provide some of their energy directly. Our buildings and electric vehicles will become part of the system, adjusting use up or down to help align the demand with the supply. This is one area of action that will include substantial technological innovation while also being paired with meeting daily needs.

Critically, this evolution needs to ensure that electricity remains an affordable and accessible to everyone in Fort Collins. This new electric system also needs to remain reliable as it relies on dynamic sources and the likelihood of more frequent weather-driven extreme events due to climate change.

Fort Collins has traditionally been served by coal power plants and long-established hydro-electric sources. Fort Collins Utilities is a municipally-owned electric utility and a part owner with three other cities of Platte River Power Authority, giving us substantial influence and control over electricity supply.
options. Currently, non-fossil resources account for over 50% of our electricity sources, resulting in a sharp decrease in emissions from previous years.

In October 2018, City Council adopted a goal of 100% Renewable Electricity by 2030. Months later, Platte River Power Authority adopted a Resource Diversification Policy which includes a target of 100% non-carbon resources by 2030.

Looking out towards electricity emissions in 2030, Platte River has announced that a new 150-megawatt solar project will be online by 2024 and that a Rawhide Unit 1 coal generator will be closed by 2030. Their Integrated Resources Plan calls for 90% non-carbon sources by 2030. Since electricity makes up about half of Fort Collin’ community inventory, these commitments will have an immense contribution towards reducing emissions. You can get started by learning more about renewable energy options from City of Fort Collins Utilities, including a subscription to 100% renewable energy, purchasing renewable energy to power your business, or exploring how to generate your own electricity (i.e. adding solar panels to your roof). Check out other actions listed in the Our Climate Future Action Guide.

The 100% renewable electricity Big Move means:

- Working with Platte River to increase utility scale renewable electricity sources;
- Continuing to expand the capacity of local solar and battery storage;
- Deploying new capabilities and strategies to support variable renewable energy, and resources with responsive homes, businesses, and electric vehicles.

Next Move: Increase utility scale renewable generation by Platte River Power Authority

Case study: Platte River Power Authority Integrated Resources Plan

https://www.prpa.org/irp/

How it could look in Fort Collins: Fort Collins receives all of its electricity from Platte River Power Authority and is also a member owner. Platte River’s current resource plan calls for them to be 90% non-carbon by 2030. This will include additional wind and solar energy, as well as adequate storage and participation in future electricity markets.

2021/22 efforts: Additional detailed planning will occur for a 150 megawatt solar project, as well as joint planning for additional distributed energy resources such as solar and batteries. The Green Energy Program provides a program delivery model to deliver renewable energy to customers who want to reduce their personal carbon footprint for electric consumption.

Lead partner: Platte River Power Authority

Support partner: Fort Collins Utilities

Impact and investment
Next Move: Continue to implement distributed solar programs

Case study: Fort Collins has extensive experience with this strategy with over 2,000 distributed solar systems installed.

How it could look in Fort Collins: Fort Collins Utilities has existing solar programs for homes and businesses. This next move supports continued investment by Utilities to leverage private investment in new solar projects, which in turn offset electricity use and export electricity which is used by nearby customers. The incentives will be adjusted to meet customer interest levels with similar levels of Utilities funding.

2021/22 efforts: Staff intends to review existing programs from an equity perspective to identify opportunities for improvements in outcomes. Opportunities to streamline the application and interconnection processes will also be reviewed. The proposed funding levels are consistent with current budgets for Energy Services in Utilities. Funding may move within the portfolio to achieve optimal results.

Lead partner: Fort Collins Utilities

Support partners: Participating Solar Contractor Network

Impact and investment: The near term investment is primarily from participating customers with $1.25M from ongoing utility rebate programs over two years.

Next Move: Explore new community solar options

How it could look in Fort Collins: Platte River has recently committed to a large utility scale solar project of 150 megawatts. This next move would explore options to increase the size of that array by ten megawatts with the incremental output allocated to Fort Collins. Fort Collins Utilities would then create a model where customers “buy into” the program and then receive bill credits associated with the solar production. This next move is related to the one to provide solar for low and moderate income customers by apportioning 10% of the community solar for that purpose.
Our Climate Future  Two-year Tactical Plan (2021-2022)

**2021/22 efforts:** Investigate options with Platte River for expansion of the next utility scale solar project. Develop a program business model for customer investment and receipt of benefits.

**Lead partner:** Fort Collins Utilities

**Support partner:** Platte River Power Authority

**Impact and investment**

<table>
<thead>
<tr>
<th>Estimated new investment (2021-2022)</th>
<th>Mitigation</th>
<th>Equity</th>
<th>Resilience</th>
<th>2030 Cumulative Community Investment</th>
<th>2030 Annual carbon savings (MT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>No new investment</td>
<td>Medium</td>
<td>Low</td>
<td>Medium</td>
<td>$15M</td>
<td>12,100</td>
</tr>
</tbody>
</table>

**Next Move: Explore options for renewable energy for low-income households**

**How it could look in Fort Collins:** Platte River has recently committed to a large utility scale solar project of 150 megawatts. This next move is tied to the new community solar one and would carve out one megawatt of the proposed ten megawatt addition with benefits provided to low and moderate income customers.

**2021/22 efforts:** Investigate options with Platte River for expansion of the next utility scale solar project. Develop a program business model for customer investment and receipt of benefits. Explore integration of solar with the Weatherization Assistance Program, which is eligible only for income-qualified customers.

**Lead partner:** Fort Collins Utilities

**Support partner:** Platte River Power Authority

**Impact and investment**

<table>
<thead>
<tr>
<th>Estimated new investment (2021-2022)</th>
<th>Mitigation</th>
<th>Equity</th>
<th>Resilience</th>
<th>2030 Cumulative Community Investment</th>
<th>2030 Annual carbon savings (MT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>No new investment</td>
<td>Low</td>
<td>High</td>
<td>Medium</td>
<td>$1.5M</td>
<td>1,350</td>
</tr>
</tbody>
</table>

**Next Move: Develop systems to implement shared solar solutions**

**How it could look in Fort Collins:** Fort Collins has one community solar project (Riverside) where the common output of the solar system is apportioned to participating customers based on their ownership share of the system; however, this system relies on non-standard billing tools that prevents scaling. This
enabling Next Move would develop the systems in order to have this option in place as a standardized approach which could apply to multi-family properties, mixed-use commercial properties or future community solar projects. Once implemented, shared solar projects could enhance the equity of access to local rooftop solar for customers who rent or otherwise are unable to install solar on their own roof. This Next Move is closely aligned with Utilities implementation of a new billing system.

**2021/22 efforts:** Continue to refine requirements of the Utilities billing system. Review associated electric service standards, interconnection standards and codes to facilitate shared solar and remove potential barriers to implementation.

**Lead partner:** Fort Collins Utilities

**Support partner:** City Attorney’s Office

**Impact and investment**

<table>
<thead>
<tr>
<th>Estimated new investment (2021-2022)</th>
<th>Mitigation</th>
<th>Equity</th>
<th>Resilience</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff hours</td>
<td>Enabling</td>
<td>Medium</td>
<td>High</td>
</tr>
</tbody>
</table>

**Next Move: Continue to implement battery storage programs**

**How it could look in Fort Collins:** Fort Collins has a pilot program which provides incentives for residential battery installation and research on a commercial battery demonstration. This next move proposed to continue the development and optimization of these pilots to refine the business case and define additional benefits. See www.fcgov.com/utilities/residential-battery-storage-program.

**2021/22 efforts:** Continue pilot implementation, refine requirements for communications and control capabilities, gather additional data for improving business case and necessary metrics. Coordinate with the DER Strategic Planning project.

**Lead partner:** Fort Collins Utilities

**Support partners:** Platte River Power Authority, Participating Solar Contractors Network

**Impact and investment:** Funding is included in ongoing Utilities Energy Services budgets

<table>
<thead>
<tr>
<th>Estimated new investment (2021-2022)</th>
<th>Mitigation</th>
<th>Equity</th>
<th>Resilience</th>
</tr>
</thead>
<tbody>
<tr>
<td>No new investment</td>
<td>Low</td>
<td>Low</td>
<td>High</td>
</tr>
</tbody>
</table>
Big Move 13 - Electric cars and fleets. Residents can afford and use electric cars, including shared electric cars, and conventional fleets are converted to electric.

Though Our Climate Future imagines a future with less dependence on cars, single occupancy vehicles and cars will undoubtedly still play a role in getting us around, such as in times of emergencies. In line with market shifts and our priorities of equity and climate action, over the next several years, those cars will continue to transition to be electric, rely on renewable electricity, and be easy to connect to community charging infrastructure. Electric cars can be made more affordable for private purchase through business, City, State, or Federal incentives. Car use can also become a more frequently shared experience, such as through carpools or a shared neighborhood electric car. This will be even more possible when most of our daily transportation needs can be met through transit, biking, or walking. Commercial and municipal fleets, such as trucks, buses, and business-related vehicles, will also continue a transition to electric, improving local air quality, reducing noise, and improving our health.

Next Move: Support market driven adoption of electric cars

Case study: The City completed the Electric Vehicle Readiness Roadmap in 2018. The Roadmap outlines strategies to implement to support electric vehicles. The City will continue to engage internal and external stakeholders regarding the Roadmap and strategies outlined therein.

How it could look in Fort Collins: The City will continue collaboration with residents, policy makers at various levels and stakeholder groups to support initiatives which facilitate EV adoption. These could include education and awareness, charging infrastructure or data initiatives. The City can also help to facilitate opportunities for additional external funding and workplace charging by Fort Collins businesses. In planning to implement these strategies, the City will focus on equitable engagement and seek opportunities to make electric cars more widely available to all.

2021/22 efforts: The State recently adopted its version of an EV Roadmap, with which the City will continue to align. The City will also continue pursuit of external funding opportunities. The City can also coordinate and support group buy events with local auto dealers, which have been shown to increase EV sales in Fort Collins more than six times over average monthly sales.

Lead partner: City of Fort Collins FC Moves

Support partner(s): City of Fort Collins Environmental Services Department, Northern Colorado Clean Cities, Fort Collins Utilities, Drive Electric Northern Colorado

Impact and investment: The near term and 2030 community investments are based on EV purchases assuming the mid-range scenario for EV adoption from the Colorado Energy Office.

<table>
<thead>
<tr>
<th>Estimated new investment (2021-2022)</th>
<th>Mitigation</th>
<th>Equity</th>
<th>Resilience</th>
<th>2030 Cumulative Community Investment</th>
<th>2030 Annual carbon savings (MT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$7.6M</td>
<td>High</td>
<td>Low</td>
<td>Medium</td>
<td>$38M</td>
<td>93,400</td>
</tr>
</tbody>
</table>
**Next Move: Assess community needs for electric vehicle infrastructure and programs**

**Case study:** The City completed the Electric Vehicle Readiness Roadmap in 2018. The Roadmap outlines strategies to implement to support electric vehicles. The City will continue to engage internal and external stakeholders regarding the Roadmap and strategies outlined therein.

**How it could look in Fort Collins:** The City will coordinate ongoing assessment of how public charging infrastructure is meeting the needs of local and visiting EV drivers and how the electric system is performing to meet home, business and public EV charging. The assessment scope will also review needs for programs, services or code-related opportunities to facilitate EV use in Fort Collins.

**2021/22 efforts:** The City will also continue pursuit of external funding opportunities for public charging infrastructure. The City can also coordinate and maintain data which provides insights into charging behavior and future infrastructure needs. Staff will seek community input to improve the equitability of these efforts.

**Lead partner:** City of Fort Collins FC Moves

**Support partner(s):** Fort Collins Utilities, City of Fort Collins Environmental Services Department, Northern Colorado Clean Cities, Drive Electric Northern Colorado

**Impact and investment**

<table>
<thead>
<tr>
<th>Estimated new investment (2021-2022)</th>
<th>Mitigation</th>
<th>Equity</th>
<th>Resilience</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pending assessments</td>
<td>Enabling</td>
<td>Low</td>
<td>Medium</td>
</tr>
</tbody>
</table>

**Next Move: Transition to an emissions-free public transit**

**Case study:** The City has received external funding to purchase our first three all-electric buses. The City will continue to purchase electric buses as funding becomes available and focus on seeking external funding sources as capacity allows. Denver has case study info at [https://www.rtd-denver.com/projects/battery-electric-bus-fleet](https://www.rtd-denver.com/projects/battery-electric-bus-fleet).

**How it could look in Fort Collins:** As current buses are phased out at the end of their life-cycle, electric buses will be considered as replacements. This could allow the City to plan for funds, charging infrastructure needs and cadence needed to replace vehicles and a realize a fully electric fleet. However, there are significant growing pains documented from larger communities across the world that should serve as collaborators to avoid pitfalls experienced by peer communities. The City is also transitioning to electric vehicles within other fleets on an ongoing or replacement basis.

**2021/2022 efforts:** City staff will continue to identify opportunities for external funding while also planning for eventual transition of City funds towards electrification.

**Lead partner:** City of Fort Collins Transfort
Support partner: City of Fort Collins FC Moves

Impact and investment: $4.4M CMAQ funds have been awarded for 2022 and 2023 for the purchase of five electric buses and two depot chargers

<table>
<thead>
<tr>
<th>Estimated new investment (2021-2022)</th>
<th>Mitigation</th>
<th>Equity</th>
<th>Resilience</th>
<th>2030 Cumulative Community Investment</th>
<th>2030 Annual carbon savings (MT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$4.4M</td>
<td>Low</td>
<td>Low</td>
<td>Medium</td>
<td>Pending</td>
<td>330</td>
</tr>
</tbody>
</table>
## Summary of Tactical Plan Next Moves

<table>
<thead>
<tr>
<th>Big Move</th>
<th>Next Move</th>
<th>Mitigation</th>
<th>Equity</th>
<th>Resilience</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Continue, and where appropriate expand, upon durable partners beyond Fort Collins to achieve climate, energy and waste goals.</td>
<td>Low</td>
<td>Medium</td>
<td>Medium</td>
</tr>
<tr>
<td>1</td>
<td>Design an equitable implementation structure of the Our Climate Future Plan</td>
<td>Low</td>
<td>High</td>
<td>Medium</td>
</tr>
<tr>
<td>1</td>
<td>Identify opportunities where the City and the community can partner on funding applications to advance Our Climate Future Big Moves</td>
<td>Low</td>
<td>Low</td>
<td>Low</td>
</tr>
<tr>
<td>1</td>
<td>Partner to provide greater access to environmental education for Spanish-speaking community members</td>
<td>Low</td>
<td>Medium</td>
<td>Low</td>
</tr>
<tr>
<td>1</td>
<td>Provide unconscious bias and racial equity training to staff and partners involved in OCF implementation</td>
<td>Low</td>
<td>High</td>
<td>High</td>
</tr>
<tr>
<td>1</td>
<td>Reimagine the Community Advisory Committee to align with the City’s Strategic Objective to center equity for all, leading with race and explore opportunities to share decision-making</td>
<td>Low</td>
<td>High</td>
<td>Medium</td>
</tr>
<tr>
<td>2</td>
<td>Expand recycling education campaign</td>
<td>Low</td>
<td>Low</td>
<td>Low</td>
</tr>
<tr>
<td>2</td>
<td>Explore additional community-needs donation options</td>
<td>Low</td>
<td>High</td>
<td>Medium</td>
</tr>
<tr>
<td>2</td>
<td>Explore Universal Composting Ordinance and Related Composting Infrastructure/Facilities</td>
<td>High</td>
<td>Medium</td>
<td>Medium</td>
</tr>
<tr>
<td>2</td>
<td>Facilitate the sharing of commonly needed items through libraries</td>
<td>Low</td>
<td>High</td>
<td>Medium</td>
</tr>
<tr>
<td>2</td>
<td>Identify barriers to accessing recycling services</td>
<td>Low</td>
<td>Medium</td>
<td>Low</td>
</tr>
<tr>
<td>2</td>
<td>Implement Disposable Grocery Bag Policy</td>
<td>Low</td>
<td>Low</td>
<td>Medium</td>
</tr>
<tr>
<td>2</td>
<td>Implement universal recycling ordinance</td>
<td>Medium</td>
<td>Medium</td>
<td>Medium</td>
</tr>
<tr>
<td>3</td>
<td>Adopt a holistic approach to integrated water resource planning and management (One Water Approach)</td>
<td>Low</td>
<td>Low</td>
<td>High</td>
</tr>
<tr>
<td>3</td>
<td>Educate and communicate the current emergency sheltering process and explore expanded options for disproportionally affected groups</td>
<td>Low</td>
<td>Medium</td>
<td>High</td>
</tr>
<tr>
<td>3</td>
<td>Ensure that air quality levels and information about related health concerns is representative, easily accessible and broadly communicated.</td>
<td>Low</td>
<td>Low</td>
<td>Medium</td>
</tr>
<tr>
<td>3</td>
<td>Expand and enhance water efficiency programs and incentives</td>
<td>Low</td>
<td>Low</td>
<td>Medium</td>
</tr>
<tr>
<td>3</td>
<td>Integrate climate resilience considerations into city strategic and operational plans</td>
<td>Low</td>
<td>High</td>
<td>High</td>
</tr>
<tr>
<td>3</td>
<td>Partner with trusted community sites to provide resources and information during community emergencies (Resilience Hubs)</td>
<td>Low</td>
<td>High</td>
<td>High</td>
</tr>
<tr>
<td>3</td>
<td>Update codes to address existing and new developments’ indoor and outdoor water efficiency</td>
<td>Low</td>
<td>Low</td>
<td>Medium</td>
</tr>
<tr>
<td>Big Move</td>
<td>Next Move</td>
<td>Mitigation</td>
<td>Equity</td>
<td>Resilience</td>
</tr>
<tr>
<td>----------</td>
<td>---------------------------------------------------------------------------</td>
<td>------------</td>
<td>--------</td>
<td>------------</td>
</tr>
<tr>
<td>4</td>
<td>Continue to build bicycle facilities as identified in the Bicycle Master Plan</td>
<td>Low</td>
<td>High</td>
<td>High</td>
</tr>
<tr>
<td>4</td>
<td>Create mobility hubs to support convenient transportation connection options</td>
<td>Low</td>
<td>Medium</td>
<td>High</td>
</tr>
<tr>
<td>4</td>
<td>Expanding local and regional public transit coverage and frequency</td>
<td>Medium</td>
<td>High</td>
<td>Medium</td>
</tr>
<tr>
<td>4</td>
<td>Provide travel trainings program</td>
<td>Low</td>
<td>Medium</td>
<td>Medium</td>
</tr>
<tr>
<td>5</td>
<td>Enhance partnerships with schools to ensure safe ways for kids to get to school</td>
<td>Low</td>
<td>Medium</td>
<td>Low</td>
</tr>
<tr>
<td>5</td>
<td>Evaluate opportunities within the Land Use Code to better encourage the development of “complete neighborhoods” that include a variety of housing options, access to services and amenities, and proximity of housing to jobs</td>
<td>Medium</td>
<td>High</td>
<td>Medium</td>
</tr>
<tr>
<td>6</td>
<td>Continue and expand demand response and grid flexibility programs</td>
<td>Low</td>
<td>Medium</td>
<td>Medium</td>
</tr>
<tr>
<td>6</td>
<td>Continue and expand home and business efficiency programs</td>
<td>High</td>
<td>Medium</td>
<td>High</td>
</tr>
<tr>
<td>6</td>
<td>Develop an energy performance path for new construction to zero carbon building by 2030</td>
<td>Low</td>
<td>Medium</td>
<td>High</td>
</tr>
<tr>
<td>6</td>
<td>Expand programs for electrification of space and water heating</td>
<td>Medium</td>
<td>Medium</td>
<td>Medium</td>
</tr>
<tr>
<td>6</td>
<td>Provide focused energy efficiency and indoor air quality incentives for historically underserved households</td>
<td>Low</td>
<td>High</td>
<td>Medium</td>
</tr>
<tr>
<td>6</td>
<td>Support incentives and regulation to reduce industrial (air pollution) emissions</td>
<td>Medium</td>
<td>Medium</td>
<td>Medium</td>
</tr>
<tr>
<td>6</td>
<td>Continue the Housing First model for supporting persons experiencing homelessness and provide wraparound services</td>
<td>Low</td>
<td>High</td>
<td>Medium</td>
</tr>
<tr>
<td>7</td>
<td>Expand foreclosure and eviction prevention and legal representation, especially in times of crisis</td>
<td>Low</td>
<td>High</td>
<td>Medium</td>
</tr>
<tr>
<td>7</td>
<td>Explore revisions to the City’s occupancy policy (U+2) to determine opportunities to streamline processes and right size the policy for today’s needs for achieving stability, health, and affordability citywide</td>
<td>Low</td>
<td>High</td>
<td>Medium</td>
</tr>
<tr>
<td>7</td>
<td>Increase the number and diversity of housing types and allow more homes per lot (density) via an update to the City’s Land Use Code</td>
<td>Low</td>
<td>High</td>
<td>Low</td>
</tr>
<tr>
<td>8</td>
<td>Promote local food through education</td>
<td>Low</td>
<td>High</td>
<td>Medium</td>
</tr>
<tr>
<td>9</td>
<td>Explore opportunities and best practices for multilingual business and workforce development programs</td>
<td>Low</td>
<td>Medium</td>
<td>Medium</td>
</tr>
<tr>
<td>9</td>
<td>Reimagine a sustainable business recognition program</td>
<td>Low</td>
<td>Low</td>
<td>Medium</td>
</tr>
</tbody>
</table>
## Big Move

<table>
<thead>
<tr>
<th>Big Move</th>
<th>Next Move</th>
<th>Mitigation</th>
<th>Equity</th>
<th>Resilience</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>Support small businesses and workforce development in times of crisis</td>
<td>Low</td>
<td>Medium</td>
<td>High</td>
</tr>
<tr>
<td>9</td>
<td>Support small businesses and workforce development in times of stability</td>
<td>Low</td>
<td>Medium</td>
<td>Medium</td>
</tr>
<tr>
<td>9</td>
<td>Update the Economic Health Strategic Plan to adapt to rapidly changing economic conditions</td>
<td>Low</td>
<td>Medium</td>
<td>Medium</td>
</tr>
<tr>
<td>10</td>
<td>Continue to explore ways to further reuse and recycle soil from City projects</td>
<td>Low</td>
<td>Low</td>
<td>Medium</td>
</tr>
<tr>
<td>10</td>
<td>Support work on a digital marketplace for industrial waste</td>
<td>Low</td>
<td>Low</td>
<td>Medium</td>
</tr>
<tr>
<td>11</td>
<td>Explore partnerships for habitat management and education for wildfire mitigation</td>
<td>Low</td>
<td>Medium</td>
<td>High</td>
</tr>
<tr>
<td>11</td>
<td>Protect and expand natural habitats as growth occurs</td>
<td>Low</td>
<td>Low</td>
<td>Medium</td>
</tr>
<tr>
<td>11</td>
<td>Pursue habitat protections in the case of oil and gas development within natural areas and/or in close proximity to natural habitat features</td>
<td>Low</td>
<td>Low</td>
<td>Medium</td>
</tr>
<tr>
<td>11</td>
<td>Explore opportunities for the City to recognize historical BIPOC connections to the land, especially indigenous connections, and explore ways to support BIPOC-led efforts around land.</td>
<td>Low</td>
<td>High</td>
<td>High</td>
</tr>
<tr>
<td>12</td>
<td>Continue to implement battery storage programs</td>
<td>Low</td>
<td>Low</td>
<td>High</td>
</tr>
<tr>
<td>12</td>
<td>Continue to implement distributed solar programs</td>
<td>Medium</td>
<td>Low</td>
<td>High</td>
</tr>
<tr>
<td>12</td>
<td>Develop systems to implement shared solar solutions</td>
<td>Low</td>
<td>Medium</td>
<td>High</td>
</tr>
<tr>
<td>12</td>
<td>Explore new community solar options</td>
<td>Medium</td>
<td>Low</td>
<td>Medium</td>
</tr>
<tr>
<td>12</td>
<td>Explore options for renewable energy for low-income households</td>
<td>Low</td>
<td>High</td>
<td>Medium</td>
</tr>
<tr>
<td>12</td>
<td>Increase utility scale renewable generation by Platte River Power Authority</td>
<td>High</td>
<td>Medium</td>
<td>Medium</td>
</tr>
<tr>
<td>13</td>
<td>Assess community needs for electric vehicle infrastructure and programs</td>
<td>Low</td>
<td>Low</td>
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</tr>
<tr>
<td>13</td>
<td>Support market driven adoption of electric cars</td>
<td>High</td>
<td>Low</td>
<td>Medium</td>
</tr>
<tr>
<td>13</td>
<td>Transition to emissions-free public transit</td>
<td>Low</td>
<td>Low</td>
<td>Medium</td>
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</table>
## Summary of Quantified Direct Greenhouse Gas Reduction Next Moves

<table>
<thead>
<tr>
<th>Big Move</th>
<th>Next Move</th>
<th>Estimated new investment (2021-2022)</th>
<th>Mitigation</th>
<th>Equity</th>
<th>Resilience</th>
<th>2030 Cumulative Community Investment</th>
<th>2030 Annual carbon savings (MT)</th>
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</thead>
<tbody>
<tr>
<td>2</td>
<td>Implement universal recycling ordinance</td>
<td>$4.7M</td>
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<td>Explore Universal Composting Ordinance and Related Composting Infrastructure/Facilities</td>
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<td>4</td>
<td>Expanding local and regional public transit coverage and frequency</td>
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<td>4</td>
<td>Create mobility hubs to support convenient transportation connection options</td>
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<td>Continue to build bicycle facilities as identified in the Bicycle Master Plan</td>
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<td>Develop an energy performance path for new construction to zero carbon building by 2030</td>
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<td>High</td>
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<td>Expand programs for electrification of space and water heating</td>
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<td>Support incentives and regulation to reduce industrial (air pollution) emissions</td>
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<td>Increase utility scale renewable generation by Platte River Power Authority</td>
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<tr>
<td>Big Move</td>
<td>Next Move</td>
<td>Estimated new investment (2021-2022)</td>
<td>Mitigation</td>
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<td>12</td>
<td>Explore new community solar options</td>
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OUR CLIMATE FUTURE
ACTION GUIDE

Updated on 3.9.2021
Our Climate Future Action Guide

Our Climate Future is all about our community and region taking action to achieve carbon neutrality, zero waste, and 100% renewable electricity in an equitable and resilient way. The Our Climate Future Plan lists many high-level strategies to shape our path to those goals but people may not see them directly in their everyday lives or know how to take action to support them. The Our Climate Future Action Guide is intended to help residents, businesses, and industries find their place of action and leadership – there is a role for everyone, including you!

This guide makes suggestions for **Action**, **Getting Involved**, and **Leadership** and we know we haven’t thought of everything! We’ll keep updating this guide with the most impactful actions and resources and we’ll rely on you and the Fort Collins community to share other ideas, stories, successes, and opportunities with us and each other. We also suggest checking out the **Shift Foco platform** with more actions and challenges to help make taking action more fun. If you take an action listed in this guide or from the **Shift Foco platform**, let us know and pay it forward by sharing your story on social media #shiftfoco.

**Zero Waste Neighborhoods**: We can all share and reuse so we don’t have to buy things we won’t regularly use and are able to recycle or compost the rest

**At Home**
- **Action**:
  - Sign up for **Shift Foco** to make taking many of the following actions more fun and engaging!
  - Start a **backyard compost**, an **indoor worm compost**, or **compost pick up**.
  - Sign up for **yard waste** pick up with your local waste hauler
  - Consider **right-sizing your trash cart** and paying only for what you throw away
  - Take a virtual or in person tour of the **Timberline Recycling Center** and **learn about other items** that can be recycled
  - Prioritize buying reusable items, high-quality products, and items made with recycled content. In the long-term you’ll save money, waste, and natural resources.
  - Reach out and tell your favorite companies what you would like to see in their products. Consumer preferences have a big impact.
  - Meet your neighbors and let them know what you are willing to lend – don’t be surprised if they do the same! Take the same approach with friends and acquaintances.
  - Join the **Poudre River Library** and check out their book and **non-book collections** or the **EcoThrift Tool Lending Library** to get a sense of what you could avoid buying by borrowing
  - Check **Craigslist**, **Facebook Marketplace**, other Social Media groups dedicated to sharing, or one of Fort Collins’ many thrift stores before you buy new. You can even do hand-offs at the **Fort Collins Police Services Exchange Zone** to ensure safe exchanges.
  - Clean out your garage and get things with value back into circulation so others don’t have to buy new
  - Start a “free” box or little library to get things back in circulation on a regular basis
• Getting involved:
  o Join and help facilitate a zero-waste group on Social Media
  o Help a neighbor set up their own compost or worm bin
  o Make sure neighbors know they can right-size their trash can and that you are happy to lend them tools or other household items so they don’t have to buy their own

• Leadership:
  o Become a Recycling Ambassador at the Timberline Recycling Center
  o Join or lead an advocacy group that organizes sharing events, repair clinics, composting workshops, etc.
  o Share your zero-waste successes on Social Media using #shiftfoco

At Your Business or Place of Work
• Action:
  o If you haven’t already, sign up for recycling service
  o Check out the City’s resources for businesses related to recycling.
  o Conduct a waste audit to see what your business’s greatest opportunity to reduce waste is
  o Conduct a single-use product audit to see where you could save money by switching to reusable versions or making products upon request only
  o If you are a food-based business, consider food donation options to support others in the community and avoid food waste.

• Get involved:
  o Approach your suppliers about non-recyclable, single-use packaging alternatives and choose leading brands who take action whenever possible.

• Leadership:
  o Share your zero-waste story with other businesses, including how you did it and what benefits your efforts are having on your operations and the planet.

Industry and Institutions
• See Zero Waste Economy below for Industry and Institutional actions

Climate Resilient Community: People, buildings, watersheds and ecosystems are prepared for the threats of climate change.

At Home
• Action:
  o Develop and practice an emergency plan for your household.
  o Enroll in emergency notifications.
  o Register yourself or a loved one with the Larimer County Whole Community Emergency Network.
  o Monitor the daily air quality.
o Create a clean room to protect indoor air quality during wildfires.
o Sign up for the Air Quality Newsletter.
o Sign up for a free Healthy Home assessment for indoor air quality.
o Install a rain barrel for your garden.
o Sign up for a free home efficiency assessment through Larimer County
o Get a free sprinkler audit to see if you can reduce your outdoor water use.
o See if you qualify for the Income Qualified Assistance Program if you need help paying your utility bills. Call 970-212-2900 for more information.
o Weatherize your house and ensure that gutter and other drainage systems are free of debris to handle big summer storm precipitation.

• Getting involved:
o Connect more with your neighbors to increase safety and social connections.
o Volunteer with the Community Emergency Response Team.
o Volunteer for the Adopt a Neighbor program.

• Leadership:
o Offer to help your neighbors or friends with creating their own emergency plan.
o Suggest enrolling in emergency notifications to neighbors or friends.
o Create a community hub with your neighbors to hear and share critical information during emergencies through Larimer Connects
o Apply for a neighborhood grant and check out other Neighborhood Services programs.
o Host a neighborhood block party to get to know your neighbors and connect for Neighborhood Night Out.

At Your Business or Place of Work

• Action:
o Check out NoCo Recovers the one stop shop location for information on potential funding sources available to support business, nonprofit, & workforce community of Northern Colorado.
o Check out ForFortCollins- a hub of education, marketing materials and information for Fort Collins businesses and nonprofit community to reopen during COVID.
o Develop and practice an emergency and communication plan for your business and employees.
o Enroll in emergency notifications.
o Cross train your employees.
o Protect your data.
o See if your building qualifies for energy retrofits or efficiency upgrades through C-PACE.
o Check out the Fort Collins Business Resource Guide.

• Getting involved:
o Connect with the Economic Health Office
Convenient Transportation Choices: It is safe, easy, fast and affordable to get around without a car.

At Home

- **Action:**
  - Go car-free one extra trip per week than you currently do. If you drive for 6 trips per week, start by driving for just 5 trips per week and use a bicycle, walk, scoot, take transit, or share a ride.
  - Encourage a neighbor, family member, or friend to go car-free one extra trip per week.
  - Log near misses and damaged infrastructure using [Access Fort Collins](#) so City staff can work to address problems quickly.
  - If you can, consider asking your neighbors how you can help them eliminate a trip, such as running an errand for them especially if it’s close to your destination.
  - If you cannot get to a transit stop via walking/biking, drive and park there. Let the Max take you the rest of the way.

- **Getting involved:**
  - Provide input on upcoming transportation projects, and help people who aren’t typically involved in providing input by finding a way to help them have their voice heard.
  - Contribute to County, Regional, and State-wide initiatives by providing input when available.
  - Organize a neighborhood group ride.

- **Leadership:**
  - Become a [Bicycle Ambassador](#) to help model safe, legal bicycling behavior, to help with data collection and event support, and get in the know on upcoming bicycle and pedestrian projects.

At Your Business or Place of Work

- Ride your bike or walk to work as often as possible.
- Bicycle, walk, scoot, or take transit for lunch breaks, off-site meetings, or conduct business virtually to save work-day trips.
- Ask your leadership to support bicycling by requesting additional, secure bicycle parking.
- Ask your leadership or human resources department to start incentive programs to encourage people to save car trips, such as promoting walking/bicycling meetings, walking or bicycling to work, and much more.

- **Getting involved:**
  - If your work place has an existing sustainability committee, ask to join to present your ideas on how to make your workplace more bicycle-friendly. Keep in mind that some ideas are easier to implement, such as installing additional bicycle parking and establish incentive programs. Others are more challenging, like changes to infrastructure.
Leadership:
  o Take the lead to establish teams for Shift activities, or establish a sustainability committee if one doesn't yet exist. Staff can collaborate to find ways to encourage colleagues to take action, too.
  o Model safe, legal behaviors.
  o Take Bicycle Friendly Driver.
  o Submit an application on behalf of your organization to be designated as a Bicycle Friendly Business through the League of American Bicyclists.

Live, Work, Play Nearby: No matter where we live, we all can meet our basic daily needs without driving across town.

At Home
- Action:
  o Look into businesses nearby to see if they can meet your needs—decide to frequent close to home businesses, even if they aren't all encompassing, AKA “work them into the rotation”
  o The next time you move, move close to work and attractions so you can walk/bike/take transit to get around. Encourage your friends to do the same.
  o Community/at-home gardens for growing veggies/produce in the summer to reduce trips to the store.
  o Determine if desired destinations can be reached by walking, biking, transit, etc. by pre-planning and “trip chaining” to avoid heavy traffic and single errand trips.
- Getting involved:
  o Learn about the City’s land use plan and policies and participate in local planning processes
  o Get in touch with the City’s FC Moves program to request that a Bicycle Ambassador help you find and try out bike routes to get to your typical destinations
  o Check out the low-stress network
- Leadership:
  o Share your story with others. Talk about how your life has been positively impacted by being able to live, work and play nearby your home.

At Your Business or Place of Work
- Action:
  o Install or champion installation of indoor bike racks and showers so employees are more comfortable riding bike, walking, or exercising.
  o Offer loaner bikes that employees can borrow to run short errands, travel to work meetings, go to lunch etc.
- Leadership:
  o Mentor other businesses—share your story of change, the actions you took and the impact your actions have had
our climate future action guide

industry and institutions

• action:
  o offer loaner bikes that employees can borrow to run short errands, travel to work meetings, go to lunch etc.
  o install or champion installation of indoor bike racks and showers so employees are more comfortable riding bike, walking, or exercising.

• leadership:
  o mentor other businesses – share your story of change, the actions you took and the impact your actions have had
  o coordinate carpooling or bike share systems with other nearby places of work

efficient, emissions free buildings: everyone lives and works in healthy energy and water efficient buildings which transition to become emissions free.

at home

• action:
  o learn more about how you are billed on the residential time-of-day electric rate.
  o monitor your home energy and water use online.
  o review energy star’s tips for conserving energy and water at home.
  o sign up for epic homes for an in-home assessment and learn actions you can take to make your home more efficient and earn rebates on efficiency equipment.
    ▪ take a virtual tour of an epic home
  o save instantly on efficiency products by shopping online at efficiency works store or search available rebates for other energy and water efficiency products
  o make your home more efficient and reduce emissions by taking action at https://www.shiftfoco.com/

• getting involved:
  o review how building energy use impacts the carbon inventory in fort collins.
  o listen to a podcast about the impact of building energy use on climate change.
  o learn more about emissions and efficiency buildings with resources from fort collins utilities

• leadership:
  o volunteer to help others make their lives more efficient - fort collins engage

at your business or place of work

• action:
  o review tips and tricks for conserving energy within your business.
  o learn about programs to improve efficiency at your business from fort collins utilities
  o sign up for an assessment of your business through efficiency works
  o consider upgrading equipment and earning rebates in your business to save energy
Benchmark your facility by starting to monitor and improve your building's energy and water efficiency [fcgov.com/BEWS](http://fcgov.com/BEWS)

- **Getting involved:**
  - Explore the connection between efficient facility upgrades and worker productivity.
  - Host a training for your employees about how they can make their homes more efficient and reduce emissions.
  - Sign up for [updates and communications](http://updatesandcommunications) from Fort Collins Utilities business-related programs and rebates

- **Leadership:**
  - Advocate for policy that will help our community be more efficient with less emissions
  - Share your story about how your business took action to improve efficiency and reduce emissions

### Industry and Institutions

- **Action:**
  - Learn what industry specific rebates are available
  - Sign up for an assessment of your business through [Efficiency Works](http://efficiencyworks)
  - Benchmark your facility by starting to monitor and improve your building's energy and water efficiency [fcgov.com/BEWS](http://fcgov.com/BEWS)

- **Getting involved:**
  - Host a training for your employees about how they can make their homes more efficient and reduce emissions

- **Leadership:**
  - Design efficiency into your new building through the [Integrated Design Assistance Program](http://integrateddesignassistanceprogram)
  - Share your story about how your industry took action to improve efficiency and reduce emissions

### Local, Affordable and Healthy Food: Everyone has access to healthy and affordable food, sourced or rescued from local and regional producers.

#### At Home

- **Action:**
  - **Buy Local, Buy Organic** - Take the pledge at [shiftfoco](http://shiftfoco): Shop locally, shop at local food vendors and look for products that are produced locally at the grocery store
  - Visit a Farmers Market for tasty local food
  - **Choose the Wonky Fruit** - Take the pledge at [shiftfoco](http://shiftfoco): many stores have clearance food sections, “ugly” produce corners with food that is good to eat, just not beautiful
  - Sign up for a CSA (Community Supported Agriculture) program
  - **Eat Lower Down the Carbon Chain** - Take the pledge at [shiftfoco](http://shiftfoco)
  - Make a Meal Plan - Take the pledge at [shiftfoco](http://shiftfoco)
o Support the Food Bank of Larimer County with food donations.
o Host a “local food” potluck for friends and family
o Sign up for a community garden plot

• Getting involved:
o Take a class at the Gardens on Spring Creek related to local food, gardening, cooking and more
o Volunteer at a local farm, Farmers Market or food bank
o Take a tour of a local farm, Farmers Market or food bank
o Plant if Forward, plant extra produce in your garden to donate when harvested
o Learn how to preserve and store food, by taking a class from CSU Extension or Gardens on Spring Creek

• Leadership:
o Encourage friends and family to eat locally, and take action
o Advocate for action to create more opportunities for all to have access to healthy, affordable, local food
o Host a food drive to support the food bank in your neighborhood.

At Your Business or Place of Work

• Action:
o Set up a shared food program – have a place in your office where employees can take, leave and access food (snacks, produce, garden harvests etc.)
o Buy local and healthy food for staff meals and events
o Grow vegetables as part of your landscaping.
o Host a food drive for the food bank that employees and customers can contribute to.

• Getting involved:
o Host a class for your employees related to local food, gardening, or cooking

• Leadership:
o Share your story with other businesses and community leaders. Encourage them to take action

Industry and Institutions

• Action:
o Set up shared food program – have a place in your office where employees can take and leave access food (snacks, produce, garden harvests etc.)
o Buy local and healthy food for staff meals and events
o Grow vegetables as part of your landscaping.
o Host a food drive for the food bank that employees and customers can contribute to.

• Leadership:
Healthy Local Economy and Jobs: The community supports a healthy innovative local economy with new opportunities for all people and businesses to thrive.

At Home

• Action:
  o Shop locally. Support local restaurants, shops and grocery stores.
  o Buy gift cards from locally owned restaurants and stores
  o Visit ForFortCollins.com to learn more tips and tricks for supporting our local economy

At Your Business or Place of Work

• Action:
  o Buy local supplies, shop locally for supplies for your business, when ordering food for a meeting or event order from a local store
  o Visit ForFortCollins.com to learn how your business can take action

• Getting involved:
  o Connect with the Economic Health Office
  o Partner with other local businesses

• Leadership:
  o Share your stories of innovation and ways you have impacted our community
  o Encourage other businesses to source supplies locally
  o Mentor other business owners, students and entrepreneurs
  o Advocate for policies that will improve the health of our local economy and create new opportunities

Zero Waste Economy: Business, industry, institutions, and government collaborate to recirculate resources and eliminate waste.

Industry and Institutions

• Audit your business or institution to understand your biggest opportunities to reduce, reuse, recycle, or donate whether in your industrial operations or in your office operations.
• Review your biggest raw material inputs and/or largest procurement materials, could any of these be filled using recycled materials or outputs from another local or regional industry?
• Use Recycle Colorado’s material exchange platform to see if you could get any recycled materials closer to home or help by-products from your industry avoid the landfill
• Connect with your employees to raise awareness and encourage zero-waste at work and at home, and even incentivize it when possible!
• Get involved: Consider ways to broaden your scope of influence beyond just the last step of a product’s life-cycle.
Can your products be made to be more easily repaired, recycled, have recyclable packaging or last longer?
Could you ask your suppliers to take actions in their business and give procurement preferences to those who do?

- **Lead:**
  - Share your story with other industries to raise awareness
  - Make a public commitment to reducing waste and stick to it!

**Healthy Natural Spaces:** We all are stewards of healthy natural spaces and honor the deep and historical human connection to this land.

**At Home**
- **Action:**
  - Pick up litter around your neighborhood or [volunteer for a local cleanup event](#).
  - Plant a drought tolerant tree species that is either native or regionally adapted to Northern Colorado.
  - Add [pollinator friendly plants](#) to your landscaping or flowerpots.
  - Take it to the next level in your landscaping and get your garden certified either through [National Audubon Society’s](#) Backyard Habitat program or the [National Wildlife Federation’s](#) wildlife habitat program.
- **Getting involved:**
  - Volunteer with the [City of Fort Collins Natural Areas Program](#) or the [Parks Department](#).

**Leadership:**
- Apply for a [Nature in the City Grant](#) to support your own project for your neighborhood to improve our natural environments

**At Your Business or Place of Work**
- **Action:**
  - [Volunteer for a local cleanup event](#) as a staff activity
  - [Schedule a visit](#) to a local natural area with a Naturalist as a staff activity
  - Host an event at a natural area or City park
  - Plant a drought tolerant tree species that is either native or regionally adapted to Northern Colorado.
  - Add [pollinator friendly plants](#) to your landscaping or flowerpots.
  - Take it to the next level in your landscaping and get your garden certified either through [National Audubon Society’s](#) Backyard Habitat program or the [National Wildlife Federation’s](#) wildlife habitat program.
100% Renewable Electricity: Everyone in the community receives affordable and reliable 100% renewable electricity, including from local sources.

At Home
- **Action:**
  - Make your home more efficient and reduce emissions by taking action at [https://www.shiftfoco.com/](https://www.shiftfoco.com/)
  - Learn more about renewable energy options from City of Fort Collins Utilities, including a subscription to 100% renewable energy or installing solar on your own roof.
  - Learn how homes are billed by Fort Collins Utilities for energy produced by solar panels.
  - Discover the benefits a residential battery installation can have when installing with solar.
- **Getting involved:**
  - Review how renewable energy use impacts the carbon inventory in Fort Collins.
  - Learn the difference between utility scale and local, rooftop solar and the benefits that both solutions bring to the community.
- **Leadership:**
  - Share your thoughts about increasing renewable energy in our community.

At Your Business or Place of Work
- **Action:**
  - Purchase renewable energy to power your business
  - Explore generating your own electricity (i.e. adding solar panels to your roof)
  - Research innovative ways to finance renewable energy projects at your facility.
- **Getting involved:**
  - Host a lunch and learn for your staff on the benefits of renewable energy.
- **Leadership:**
  - Encourage other businesses and peers to take action
  - Share your story and the impact more renewable energy has had on your bottom line.

Industry and Institutions
- **Action:**
  - Purchase renewable energy to power your business
  - Research innovative ways to finance renewable energy projects at your facility.
  - Explore options for installing solar arrays across your campus.
- **Getting involved:**
  - Generate your own electricity (i.e. adding solar panels to your roof)
- **Leadership:**
  - Encourage other industry leaders to take action.
  - Share your story and the impact more renewable energy has had on your bottom line.
Electric cars and fleets: Residents can afford and use electric cars, including shared electric cars, and conventional fleets are converted to electric.

At Home
- **Action:**
  - Replace your existing gas or diesel vehicle with an electric car.
  - Learn how charging and electric vehicles at home will impact your utility bill [time-of-day electric rate](#).
  - Consider adding a home charger for your EV.
  - If you own an EV, talk to your neighbors about the benefits of owning an EV.
- **Getting involved:**
  - Take the lead on setting up Ride-and-Drive events for your neighborhood.
  - Consider learning more and networking with other EV drivers at [Drive Electric Northern Colorado events](#).
- **Leadership:**
  - Participate in processes that maintain and strengthen incentives to purchase or lease EVs.
  - Participate in processes to increase installation of more Level 3/DC Fast Chargers around your community.

At Your Business or Place of Work
- **Action:**
  - If your company has a work vehicle, advocate for an EV when it is time to replace current work (gas powered) vehicle
- **Getting involved:**
  - Advocate for your business fleet to be replaced with EVs.
  - Advocate for your business to install a charging station.
OUR CLIMATE FUTURE

Seeking equitable solutions to achieve energy, zero waste, and climate goals.
STRATEGIC ALIGNMENT

Primary outcomes

- 4.1 Climate Action
- 4.3 Zero Waste

BUDGET

$100k split between General and Enterprise Funds
Transition to 2030: Our Climate Future

Includes updates to:

- Climate Action Plan
- Energy Policy
- Road to Zero Waste Plan
Adopt: Our Climate Future Plan

- Implementation structure and process
  - Big Moves and portfolio of Next Moves
  - Evergreen Approach: Two-year review and update cycle
  - Critical Path + Flexible Portfolio
- Updated waste and energy goals

Reference
- Two-year Tactical Plan (2021-2022)
Plan Evolution

Key Themes from Council

- Concern over waste goal
- Interest in more on:
  - Circular and climate economy
  - Carbon mitigation and ambition
  - Acknowledgement of partners
  - Regionalism
  - Metrics
- Interest IPPU strategies and interim CAP goals

Key Themes from Community

- Maintain equity focus in implementation
- Use less jargon and acronyms
- Don’t need to be perfect to get started
- More urgency on climate and mitigation
- Clarity on how community can act

All themes have been addressed in the final plan
Commitment to Goals

Together to 2030
- 100% renewable electricity
- 100% waste diversion
- 80% reduction in carbon emissions

...and onward to carbon neutral
Path to 2030

Critical path

- 100% renewable electricity
- Expansion of the local and regional transit network
- Community-wide organic waste diversion
This Plan is About You
Additional Reference Slides
TWO-YEAR CALIBRATION AND REVIEW CYCLE

- RESULTS REVIEW
- COMMUNITY CHECK-IN
- NEXT MOVES UPDATE

COMMUNITY PARTNERSHIP

2021 2022 2023 2024 2025 2026 2027 2028 2029 2030
BFO
FUNDING CYCLE
BFO
FUNDING CYCLE
BFO
FUNDING CYCLE
BFO
FUNDING CYCLE
RESOLUTION 2021-031
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROVING AND ADOPTING THE OUR CLIMATE FUTURE PLAN

WHEREAS, the City of Fort Collins has an over twenty-year history of planning and action to achieve Council adopted community-wide goals for climate, energy and waste; and

WHEREAS, the City began evaluating the risk of climate change impacts in 2008 as a participant in the Climate Resilient Community pilot program convened by ICLEI – Local Governments for Sustainability; and

WHEREAS, on December 2, 2008, City Council adopted Resolution 2008-122 approving and adopting the 2008 Fort Collins Climate Action Plan; and

WHEREAS, on December 17, 2013, City Council adopted Resolution 2013-111 establishing a waste diversion policy to implement the “Road to Zero Waste” plan; and

WHEREAS, on March 3, 2015, City Council adopted Resolution 2015-030 establishing updated goals to reduce community-wide greenhouse gas emissions to 20% below 2005 levels by 2020, reduce emissions to 80% below 2005 levels by 2030, and to be carbon neutral by 2050; and

WHEREAS, on December 15, 2015, City Council adopted Resolution 2015-115 approving and adopted an Updated Energy Policy; and

WHEREAS, the Our Climate Future Plan, a copy of which is attached hereto as Exhibit “A” and incorporated herein is the combined and comprehensive update to the Climate Action Plan, Energy Policy, and Road to Zero Waste Plan; and

WHEREAS, the goal of the planning process for the Our Climate Future Plan has been to seek equitable solutions with a defined intent to center the Plan in equity and lead with race; and

WHEREAS, the Our Climate Future Plan articulates climate, energy and waste reduction goals to be addressed simultaneously in order to improve community equity and resilience outcomes, articulate a commitment to mitigating climate change with a systems-based approach, center solutions in people and community priorities, and implement an evergreen review cycle; and

WHEREAS, the Our Climate Future Plan does not commit any funding for implementation or select the methods of or technologies for achieving those goals; rather, consideration of future City actions to implement the goals will follow standard budget and policy processes and include evaluations of each initiatives' benefits and costs to the City and the community; and

WHEREAS, City Council has considered the Our Climate Future Plan at three Work Sessions on July 23, 2019, November 24, 2020, and most recently on February 9, 2021; and
WHEREAS, the Our Climate Future Plan has also been considered and recommended by the Energy Board and Natural Resources Advisory Board; and

WHEREAS, City Council has determined that the Our Climate Future Plan is in the best interest of the residents of the City of Fort Collins and is necessary to protect their health, safety, and welfare.

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 approves and adopts the Our Climate Future Plan attached hereto and incorporated herein by this reference.

Passed and adopted at a regular meeting of the Council of the City of Fort Collins this 16th day of March, A.D. 2021.

Mayor

ATTEST:

City Clerk
ACKNOWLEDGMENTS

Our Climate Future would not be possible without the help of so many people.

City Council
Wade Troxell, Mayor
Susan Gutowsky, District 1
Julie Pignataro, District 2
Ken Summers, District 3
Melanie Potyondy, District 4
Ross Cunniff, District 5
Emily Gorgol, District 6

City Leadership and Climate Action Executive Team
Darin Atteberry, City Manager
Caryn M. Champine, Director of Planning, Development & Transportation
Jacqueline Kozak Thiel, Chief Sustainability Officer
Theresa Connor, Interim Utilities Executive Director
John Stokes, Interim Director, Community Services
Lucinda Smith, Environmental Services Director

Active Members of the Climate Action Plan Community Advisory Committee
Amy Maxey, Northern Colorado Clean Cities
Ann Hutchison, Fort Collins Area Chamber
Big Wind, Northern Arapaho Tribe
Bruno Sobral, Community member
Dana Villeneuve, New Belgium Brewing
Dawn Paepke, Kaiser Permanente
Dimitris Stevis – Colorado State University
Javier Echeverria Diaz – Motherlove Herbal Company and farmer
JD Murphy, veteran and retired business owner
Jean Runyon, Front Range Community College
Patrick Shyvers, Advanced Micro Devices
Rose Lew, Fort Collins Sustainability Group
Stacey Baumgarn, Colorado State University
Steve Kuehneman, CARE Housing
Todd Dangerfield, Downtown Development Authority
Trudy Trimbath, Poudre School District

The Fort Collins Community
City Boards and Commissions
Residents and Businesses, including:
- Historically Underrepresented Groups
- Black, Indigenous and People of Color Groups

Over 1,000 community members helped shape this plan through workshops, one-on-one discussions, surveys, and engaging their friends and neighbors

Fort Collins Triple Bottom Line Community Leaders
Sustainable Living Association | Fort Collins Sustainability Group | Platte River Power Authority | Republic Services | Waste Management | Ram Waste Systems | Fort Collins Area Chamber of Commerce Local Legislative Affairs Committee | Larimer County Food Bank | Compost Queen | Poudre Valley Community Farms | Colorado State University: Dr. Becca Jablonski (Agriculture and Resource Economics); School of Global Environmental Sustainability (SOGES); Center for Public Deliberation

Our Climate Future Plan Ambassadors
Amber | Christian | Danny | India | Isabel
Jesus | Julia | John | Kristina | Marna
Maritza | Natalie | Paul | Rosie | Sam
CARE Housing
Fort Collins Chamber of Commerce
Northern Colorado Intertribal Powwow Association
Sunrise Movement Fort Collins

Our Climate Future Staff Teams
Climate Action Plan Executive Team
Our Climate Future Team members (Appendix IV)
City staff that have supported the planning efforts

Our Climate Future Consultants
Metabolic | The Brendle Group | WestUrb
Alyssa Stephens

Our Climate Future Artwork
Carrie Frickman, Heartwood Visuals
Madeline Bechtel, CPIO Graphics
From the Mayor and City Manager

As we look ahead towards our transformational 2030 climate action, zero waste, and renewable electricity goals, Fort Collins is taking another innovative step with this Our Climate Future Plan, an ongoing framework and set of implementation strategies to simultaneously address climate, waste and energy goals while improving our community equity and resilience outcomes.

We recognize innovation and disruption are linked, and in 2020, we saw these disruptions globally and locally as we continued this work in the midst of a global pandemic, a national racial justice movement, and wildfires that impacted our region, our country, and every community member directly. While reflecting the values and spirit that have made us a national leader for decades, Our Climate Future responded by recognizing the interconnected and systems nature of waste, energy, and climate by combining these three formerly separate plans into one, and centered them in equity, leading with race. This means putting people and their priorities first and creating a plan that is truly meant to be owned by and benefit all parts of our community.

Acting on climate change is urgent and we recognize it will take our community actively working together to address the challenge. These challenges are no longer “ahead,” but are here as we feel the effects of an already changing climate. We also recognize these effects are felt unevenly along lines of race, ethnicity, disability, income level, housing status and more. Continuing our work to reduce carbon emissions to prevent even worse effects will take our best technologies and the understanding that these technologies are only as good as the people who design, use, and benefit from them. It is people who will choose to take the bus or buy an electric vehicle, who will choose to invest in circular technologies for their business, or who will help a neighbor sign up for reverse 911. Over the next ten years, this approach will increasingly mean climate action no longer feels like something “extra” for people to worry about or do, instead it will just be how we live our lives and do business. This plan is the next step down this road, setting a framework for improvement, flexibility, and breakthroughs to come.

As you read, you will see this plan is addressed to you — whether you live or work in our community, are visiting or see yourself as a key stakeholder. Rooted in collaboration, Our Climate Future works with the community acting, partnering, and leading in climate, waste and energy actions. We know the City cannot do this alone, nor should we go it alone — the benefits of action positively impact our health, air quality and economic opportunities.

Our Climate Future expresses our unwavering commitment to mitigating climate change with a systems-approach that is centered in people and community priorities. Together, we can create Our Climate Future.

Sincerely,

Mayor Wade Troxell

Darin Atteberry, City Manager
LETTER FROM THE CLIMATE ACTION COMMUNITY ADVISORY COMMITTEE

As members of the Fort Collins Climate Action Plan Community Advisory Committee (CAC), we are honored to share our perspectives and hopes for our City’s climate future. As a committee, we comprise a small cross-section of the community – we are your fellow community members, employers, advocates, and parents – all striving to enrich and strengthen the City’s path toward carbon neutrality by bringing forth broader and unique perspectives.

Today, the need for bold, just and equitable action on climate cannot be overstated. The summer of 2020 brought this into sharper focus as we bore the pandemic and wildfire’s simultaneous economic, climate and health crises against the backdrop of a national social justice re-awakening. As individuals and organizations, we are rising to the challenge – our businesses are committing to becoming carbon neutral, we are reducing our personal footprints, and we are marching and voting for the change we seek. In order to meet these challenges, however, more must be done. To lay the foundation of certainty necessary for our individual actions to succeed, we need leadership and commitment from all levels of government. In particular, leadership at the City level is critical to bringing climate action to a personal, real and relevant level for our fellow residents.

We applaud the City’s concerted efforts to begin leading on equity, diversity and inclusion through both actions and words, and its increasing efforts to connect with more diverse community organizations. This progress is an excellent step, and we hope continued engagement efforts will reach an even greater cross-section of the population. For example, we are encouraged that the local Indigenous community is represented within Our Climate Future’s Community Partners, and hope organizations that represent Black People and other People of Color shall also be included. Additionally, the City must ensure equity in engagement: that access is enabled and tailored to different communities, that relationships with historically excluded communities go well-beyond transactional in nature, and that the quiet voices, along with the loud, are given equal consideration. It is critical to be intentional in providing opportunities for input and understanding of impacts, especially when impacts can be asymmetrical and inequitable.

The CAC understands Our Climate Future and its Tactical Plan to be living documents that are continually updated with input from the community based on current conditions and the emergence of new technology. In an effort to maintain and further a high quality of life for all residents, we expect City staff to continue to gain input and insight from the community as the plan is implemented. A key strategy moving forward will be to continually develop the plan with inclusivity, equity, and equality while ensuring clear, concise, and actionable objectives. We embrace the goal of community ownership of our climate future, and we hope the City will ensure resources, support and authority are enabled across the community to help achieve our shared and co-developed goals.

We also hope for the City of Fort Collins to enable and create more regional and national connections and collaboration across all sectors, including organizations and businesses of all sizes, through preparation and training of working people for a decarbonized economy, e.g. as identified in the plan with respect to recycling and resilience. As the proverb states, “…if we hope to go far, we must go together.” As the United States re-enters the Paris Agreement, it is time for all sectors of society and levels of government to accelerate their pursuit of an inclusive, resilient, and zero-carbon future. The CAC is grateful that Fort Collins is poised to continue leading on climate and equity, and we are energized for the work and opportunities ahead.

ACTIVE MEMBERS OF THE CLIMATE ACTION PLAN COMMUNITY ADVISORY COMMITTEE

Amy Maxey, Northern Colorado Clean Cities
Ann Hutchison, Fort Collins Area Chamber
Big Wind, Northern Arapaho Tribe
Bruno Sobral, Community member
Dana Villeneuve, New Belgium Brewing
Dawn Paepeke, Kaiser Permanente
Dimitris Stevis, Colorado State University
Javier Echeverria Diaz, Motherlove Herbal Company and farmer
JD Murphy, veteran and retired business owner
Jean Runyon, Front Range Community College
Patrick Shyvers, Advanced Micro Devices
Rose Lew, Fort Collins Sustainability Group
Stacey Baumgarn, Colorado State University
Steve Kuehneman, CARE Housing
Todd Dangerfield, Downtown Development Authority
Trudy Trimbath, Poudre School District
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EXECUTIVE SUMMARY

Welcome to Fort Collins Our Climate Future Plan. This Plan is about the future of everyone in Fort Collins in these times of climate change, and it is our community guide to creating the carbon neutral, zero waste, and 100% renewable electricity future we desire.

The Our Climate Future and companion Two-year Tactical Plan present implementation strategies to simultaneously address climate, waste and energy goals and improve our community equity and resilience outcomes. You will find these Plans express and articulate an unwavering commitment to mitigating climate change with a systems-approach, centering in people and community priorities1 and an evergreen review cycle. Our Climate Future implementation intensifies our community efforts to achieve these three primary environmental goals:

- Reduce 2030 greenhouse gas emissions by 80% below 2005 baseline levels;
- Provide 100% renewable electricity by 2030 with grid and local sources, and
- Achieve zero waste, or 100% landfill diversion, by 2030.

These are ambitious goals and will require deep and broad commitment by everyone in Fort Collins. The three areas of work for climate, energy and waste are deeply interconnected, as illustrated by the broad community priorities for sustainability reflected in the Plan’s scope.

PUTTING PEOPLE FIRST

Our Climate Future recognizes that if our aim is for everyone to benefit from these efforts, we must intentionally put people at the center of the work. Throughout the Our Climate Future planning process the goal has been to seek equitable solutions, and this is the first major City planning effort with a defined intent to center in equity and lead with race. Leading with race means that we recognize the most disparate outcomes in our country follow racial lines, and that Fort Collins is no exception. While Our Climate Future is an important step forward, we know that equity is an ongoing journey; the City is committed to staying on the path to put people at the center of our work.

Fort Collins’ previous plans for climate action focused primarily on technical solutions – more renewable energy, more efficient homes and businesses, low-emissions vehicles and more. Technical solutions are important pieces of the climate change puzzle, yet without considering people at the center of climate, energy, and waste actions, the work won’t get done, and people’s needs won’t be met.

It’s clear that the northern Front Range of Colorado is rapidly changing. The changes we’re experiencing, like a soaring population with increased development, traffic and need for water, present both opportunities as well as challenges. Climate change is also dramatically shaping the community’s present and future. Evidence of climate change is well documented globally and we have directly experienced these impacts locally with recent wildfires, floods and temperature extremes.

When we redesign our efforts to put people, their respective communities, and community-defined priorities at the center of our approach, with technical solutions serving and uplifting those priorities, climate action becomes a catalyst for addressing many of our challenges, from affordable housing, to a healthy economy, to convenient ways to get around. As we make this about each of us and what we care most about, we create space for more partners, leaders, and perspectives at the table and increase the effectiveness, innovation, and scale of what is possible in the next ten, twenty, and thirty years.

1 Our Climate Future Community Priorities are detailed here.
THE OUR CLIMATE FUTURE PLAN

Our Climate Future intentionally uses a systems approach for solutions which address climate, energy and waste goals while positively impacting the daily lives of residents, business operations, and supporting community-defined sustainability priorities. The natural resources upon which we all depend – air, water, and land - are distributed across the Big Moves in many interrelated and interdependent Next Moves. Taken together, Big and Next Moves begin to increase community capacity to:

- Draw down greenhouse gas emissions, waste, and energy use, while increasing renewable electricity, carbon sequestration, and waste prevention;
- Co-create and share community leadership to develop and partnerships for implementation;
- Adapt to a changing climate to improve community resilience;
- Plan for investment in a portfolio of strategies which provide net benefits;
- Ensure all parts of the community are included and see themselves in the solutions proposed; and
- Track the goals to measure success and progress toward achieving sustainability and resilience.

The intent of the two-year review and calibration cycle is to enable the refinement of Next Moves over time to align with the community targets. Recognizing the flexibility and opportunity inherent in this evergreen approach, Next Moves become a flexible portfolio that can be adjusted over time to fit the community’s needs and respond to market and technology developments. Our Climate Future’s model for implementation and updates is adaptive and flexible to evolve with new solutions and partnerships with community leaders over time.

This Plan includes introductory sections which describe the people first approach, centering in equity and leading with race, background on resilience, history of planning and results, current goals and a critical path of Next Moves. The remaining sections lay out the thirteen Big Moves shown below, grouped into four areas which recognize how these outcomes impact how we work together, live, and breathe and how we resource our work and lives.

Each Big Move section includes a short narrative, a quote from a community member, a description for tracking, and a table of associated Next Moves with indicative scoring from the evaluation framework for goal-related savings, positive impacts on equity and resilience, and level of investment. Next Moves which are shaded in each table are described in more detail in the companion Our Climate Future Two-year Tactical Plan (2021-2022).

BIG AND NEXT MOVES

Big Moves is the Our Climate Future way of describing the transformational outcomes which connect our specific goals for climate, energy and waste with the community’s definition of a sustainable Fort Collins. Next Moves are the specific strategies and tactics that lead to transformational outcomes of the Big Moves. Each Big Move has an associated set of Next Moves. The Next Moves are evaluated for their impact on goals, benefits and costs, potential results for improving equity and resilience.
THIRTEEN BIG MOVES
FOR OUR CLIMATE FUTURE

BETTER TOGETHER

1 - Shared Leadership and Community Partnership: Centered in equity and leading with race, all parts of our community lead, implement and benefit from Our Climate Future.
2 - Zero Waste Neighborhoods: We can all share and reuse so we don’t have to buy things we won’t regularly use and are able to recycle or compost the rest.
3 - Climate Resilient Community: People, buildings, watersheds and ecosystems are prepared for the threats of climate change.

LIVE BETTER

4 - Convenient Transportation Choices: It is safe, easy, fast and affordable to get around without a car.
5 - Live, Work and Play Nearby: No matter where we live, we all can meet our basic daily needs without driving across town.
6 - Efficient, Emissions Free Buildings: Everyone lives and works in healthy energy and water efficient buildings which transition to become emissions free.
7 - Healthy Affordable Housing: Everyone has healthy, stable housing they can afford.
8 - Local, Affordable and Healthy Food: Everyone has access to healthy and affordable food, sourced or rescued from local and regional producers.

RESOURCE BETTER

9 - Healthy Local Economy and Jobs: The community supports a healthy innovative local economy with new opportunities for all people and businesses to thrive.
10 - Zero Waste Economy: Business, industry, institutions, and government collaborate to recirculate resources and eliminate waste.

BREATHE BETTER

11 - Healthy Natural Spaces: We all are stewards of healthy natural spaces and honor the deep and historical human connection to this land.
12 - 100% Renewable Electricity: Everyone in the community receives affordable and reliable 100% renewable electricity, including from local sources.
13 - Electric Cars and Fleets: Residents can afford and use electric cars, including shared electric cars, and conventional fleets are converted to electric.

2 The Big Move numbering is for easy referencing; the order does not imply priorities of any kind.

OUR CLIMATE FUTURE AND YOU

This plan is about you and is an invitation to lead. Because this plan is about all of our futures, it will take all parts of our community to ensure the future is equitable, climate resilient, carbon neutral, renewable, and zero waste.

Whether you are a resident, business owner, community institution, or visitor, consider this an invitation to get involved and find your place of action and leadership in Our Climate Future. See the Our Climate Future Action Guide for a starting point of ideas to get started.
INTRODUCTION

THE OUR CLIMATE FUTURE PLAN IS ABOUT YOU.
Our Climate Future is about the future of all members and parts of the Fort Collins community in times of climate change.

AN INVITATION TO LEAD.
Because this plan is about all our futures, it will take all parts of our community to ensure that future is equitable, climate resilient, carbon neutral, renewable, and zero waste. Whether you are a resident, business owner, or visitor, consider this an invitation to get involved and find your place of leadership in Our Climate Future. It’s also a recognition of all the ways you may already be working toward this future.

WHO ARE “WE”? 
This plan is written by City staff with input and review from community members and organizations, including those who are or connected with the Black, Indigenous, People of Color (BIPOC) communities and historically underrepresented groups. We write in the first person, as staff, unless we say otherwise.

WHAT DO WE MEAN WHEN WE SAY “ALL”? 
In this document, we say “all” a lot. For example, we write “all parts of our community” or say that something will “benefit all.” This is a recognition that if we don’t say “all,” our efforts could end up only benefiting some, and unintentionally exclude others, especially historically underrepresented or BIPOC groups (BIPOC stands for Black, Indigenous, and People of color) (see page 1412 for a list of historically underrepresented groups and more about equity).

CLIMATE ACTION TODAY: PEOPLE AT THE CENTER OF OUR WORK

Fort Collins has, like many cities, worked on climate action and climate resilience as primarily technical problems with technical solutions – more renewable energy, more efficient homes and businesses, low-emissions vehicles and more. Technical solutions are important pieces of the climate change puzzle, yet there’s a key piece consistently lacking – you and the other people who live in solar-powered homes, who work to make their business more efficient, and who drive their electric cars or ride their bikes. Without people at the center of climate action, energy, and waste work, the work won’t get done, and people’s needs won’t be met.

3 Review was supported by Our Climate Future Plan Ambassadors and Community Partners (see page 15)
When we redesign our efforts to put people, their communities, and community priorities at the center, with technical solutions serving and uplifting those priorities, climate action becomes a catalyst for addressing all kinds of challenges, from affordable housing, to a healthy economy, to convenient ways to get around. Our strategies are designed to meet our community’s needs and our environmental goals at the same time, allowing us to have a greater impact overall. It also means we can continue our ambitious work toward mitigating climate change while also preparing us for the increasing effects of climate change. As we make this about each of us and what we care most about, we create space for more partners, leaders, and perspectives at the table and increase the effectiveness, innovation, and scale of what is possible in the next ten, twenty, and thirty years.

CLIMATE ACTION REQUIRES A COMMUNITY – LOCALLY, REGIONALLY, NATIONALLY AND INTERNATIONALLY

Our community is committed to doing our part in addressing global climate, energy, and natural resource challenges and we know this is a community-wide effort. Key partners in this work include over 6,000 Fort Collins businesses and community members, as well as large institutions like Colorado State University and Platte River Power Authority.

Climate action is a global challenge and Fort Collins is a member of various networks to share best practices, advocate for climate action at state and federal levels, and compare results. Fort Collins is a signatory on the America Is All In pledge that comprises over 2000 local governments, businesses, universities, faith groups and hospitals to meet the Paris Climate Agreement while driving economic growth and advancing equitable solutions. As a local effort, Our Climate Future enables us to craft strategies that are adapted to local values, opportunities, constraints, and economic considerations, while being prepared to align with state or federal actions. One benefit of working at these larger scales is testing new approaches alongside other cities. This Plan’s approach to integrating equity and focusing on community partnerships is one such example!

The bottom line is that our community isn’t going it alone.

---

4 Key groups include Urban Sustainability Directors Network, Colorado Communities for Climate Action, Compact of Mayors, International Council for Local Environmental Initiatives (ICLEI), Recycle Colorado, the Regional Wasteshed and others
Fort Collins has long been a leader in climate protection. Through leadership and involvement by many community members, Fort Collins has demonstrated the value of midsize communities committing to and action on climate change. Since these bold goals were adopted, Fort Collins has stayed in the forefront of community actions. In 2017, our climate action plan won international recognition as the winner of Cities4Action by C40Cities, a global network of cities committed to addressing climate change. As part of the 2018 U.S. Bloomberg Mayor’s Challenge, Fort Collins was awarded $1.1M to develop and test a program focused on energy efficiency upgrades for low and middle-income rental housing to reduce health and economic disparities.

By request from community members, and reviewed by the CAP Community Advisory Committee (CAP CAC), City Council passed a Resolution that acknowledges the global climate emergency in 2019. Importantly, this community-led Resolution established a commitment to centering Our Climate Future in equity and to solicit additional representation from indigenous community members. This was a first step toward the Our Climate Future approach to Climate Action moving forward.

<table>
<thead>
<tr>
<th>Year</th>
<th>Event</th>
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<tbody>
<tr>
<td>1999</td>
<td>City Council adopts the community’s first waste diversion goal of 50% diversion by 2010</td>
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<td>2003</td>
<td>City Council adopts Electric Energy Supply Policy</td>
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<td>2009</td>
<td>City Council adopts revised, updated and renamed Energy Policy</td>
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<tr>
<td>2013</td>
<td>City Council adopts Zero Waste by 2030 goal</td>
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<tr>
<td>2015</td>
<td>City Council adopts Climate goals of 80% greenhouse gas reduction by 2030, carbon neutral by 2050</td>
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<tr>
<td>2015</td>
<td>City Council adopts revised Energy Policy with alignment to Climate Action Plan</td>
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<tr>
<td>2015</td>
<td>Smithsonian Recognizes Fort Collins As A ‘Place of Invention’ in part due to energy innovations</td>
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<tr>
<td>2017</td>
<td>Climate Action Plan wins international recognition as the winner of Cities4Action by C40Cities</td>
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<tr>
<td>2018</td>
<td>City Council adopts the goal for 100% renewable electricity</td>
</tr>
<tr>
<td>2018</td>
<td>Fort Collins awarded $1.1M for energy efficiency upgrades for low and middle-income rental housing as part of the U.S. Bloomberg Mayor’s Challenge</td>
</tr>
<tr>
<td>2019</td>
<td>City Council passes a global climate emergency resolution, following requests from community members</td>
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CENTERING EQUITY, LEADING WITH RACE

As our community continues to grow, we want new and existing residents to feel included and welcomed, and to thrive. Here is the challenge - we know that not everyone has the same experience living in Fort Collins, and today, identity is a predictor of one’s outcomes in life - whether that is related to home ownership, neighborhood safety, mental health concerns, utility cost burden, or ease of using public transit. From an everyday perspective, we acknowledge that our Black, Indigenous, and People of Color (BIPOC) communities and our historically underrepresented groups may not feel as safe, heard, or cared for as others in our community. As highlighted in the Our Climate Future Existing Conditions Assessment, these inequities are exacerbated by climate change, with our current systems leaving BIPOC and other marginalized populations more susceptible to climate change impacts.

We designed Our Climate Future with the goal of equitable solutions that address a spectrum of needs within our community. Leading with race means we recognize that the most disparate outcomes in our country follow racial lines, and Fort Collins is no exception. An emphasis on racial disparities is a starting place for inclusion as we expand to bring in all marginalized populations and all parts of our community. This approach is intentional about addressing barriers and designing solutions that work for those most impacted, while also ensuring all community members can benefit, participate, and influence outcomes. This illustration is one way we imagine Our Climate Future as we achieve equity in community outcomes and processes.

EQUITY VS. EQUALITY

**Equity**: Designing programs, policies, and systems to ensure identity is not a predictor of outcomes

**Equality**: Designing programs, policies, and systems that treat everyone the same

WHAT IS A HISTORICALLY UNDERREPRESENTED GROUP?

Leading with equity in process means asking who is most impacted by a decision and has historically had the least influence. For Our Climate Future, historically underrepresented groups include, but are not limited to:

- Communities of Color
- Community members under age 29
- DACA Students
- LGBTQIA+ Communities
- Local Indigenous Communities
- Migrant Communities
- Communities of Disability
- Veterans
- Religious minorities
- People experiencing homelessness
- People living in manufactured homes
- Commuter community
- Low-income communities
- Small businesses

These identities can overlap and intersect. We recognize that many people are a part of multiple groups.

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5 Check out the forthcoming Equity Indicators dashboard for more information.
6 See for example, this article and this article about vulnerabilities to wildfire, the Fourth National Climate Assessment, which illustrates how climate change exacerbates existing vulnerabilities - especially in low-income communities, communities of color and other vulnerable populations.
This is the first big City effort to center equity in this way. While Our Climate Future is an important step forward, **we know that equity is an ongoing journey; the City is committed to staying on the path to put people at the center of our work.** We also recognize that everyone is on their own equity journey. Some terms and concepts may be unfamiliar to some and familiar to others, just as engaging in discussions on racial equity may be easier or harder. We invite you to learn with us and we firmly believe our commitment to centering in equity will benefit the entire community. See Appendix I for more background on equity-centered engagement.
FORT COLLINS AND ENVIRONMENTAL JUSTICE

As in many cities in the U.S. and around the world, in and near Fort Collins, there is a history of environmental injustice. Examples include pollution and environmental hazards in neighborhoods that were in the northern area of Fort Collins with large Hispanic populations in the early 1900s. Sugar factories and the nearby dump burned material that likely caused poor air quality. Data today shows that these same neighborhoods, which still have large BIPOC populations, continue to see disproportionate outcomes compared to other parts of Fort Collins. More information can be found in the Our Climate Future Existing Conditions Assessment.


OUR “NOT SO CITY” COMMUNITY PARTNERSHIP JOURNEY

We’ve been learning from our community members, peer cities, the Government Alliance on Race and Equity (GARE), and other leaders in equity how to be a better partner to each of you and the various groups that comprise our whole community. Some of our community partners coined the term “not so City” to describe this approach of showing up as people first.

By using tools like GARE’s Racial Equity Toolkit, staff and community partners worked to transform engagement for this planning effort. At its highest level, the engagement process looked like:

PHASE I: UNDERSTANDING OUR COMMUNITY
- Historically underrepresented groups, the broader community, and businesses shared their priorities and barriers to a sustainable future.
- Outcome: Eleven Community Priorities and Eight Big Barriers

PHASE II: BRAINSTORMING STRATEGIES FOR TACKLING PRIORITIES AND BARRIERS
- Historically underrepresented groups, broader community, and businesses suggested the strategies needed to accomplish their priorities and overcome their barriers.
- Outcome: Thirteen Big Moves and over 700 ideas for Next Moves

PHASE III: PUTTING IT ALL TOGETHER
- The Our Climate Future Plan was written by staff and reviewed by Community Partners and Plan Ambassadors, then taken to City Council for consideration and adoption.
- Outcome: Our Climate Future Plan

PHASE IV: WORKING TOWARD OUR CLIMATE FUTURE
- Historically underrepresented groups, community leaders, businesses, staff, and community members will partner together and share leadership to achieve community priorities over the coming decades.
- Outcome: Our Climate Future Two-Year Tactical Plan and ongoing two year review and calibration cycle

7 Our Climate Future Community Priorities and Big Barriers are detailed here.
LEADERS IN OUR CLIMATE FUTURE

Trusted and long-lasting relationships with individuals, community leaders and community-based organizations are our priority for implementation of these strategies. The historic, current, and future power dynamics within our community carry significant weight and influence for climate, energy, and waste efforts. Woven throughout this plan are strategies to begin (and continue) to repair past harms experienced by our BIPOC communities and other historically underrepresented groups, as well as to prevent further or new inequities. However, this recognition and advancement is only possible with the voices and leadership of community members. The following community members and organizations have taken on leadership roles in Our Climate Future, acting as Plan Ambassadors and Community Partners to give a voice to their respective communities. The roles varied based on the lived experiences and interests each person offered.

PLAN AMBASSADORS

Note: The community groups listed do not indicate the person is a part of the community but rather that they helped connect that group to Our Climate Future. Volunteer partners helped connect Our Climate Future to the broader community.

- Amber: Native community
- Christian: Under 29, University
- Jesus: Latinx/Hispanic, DACA community
- Isabel: LGBTQIA+, Under 29, University
- Julia: Under 29, University
- John: Youth/students
- Maritza: Latinx/Hispanic community, DACA community
- Sam: University
- Paul
- Natalie
- India
- Marna
- Rosie
- Kristina
- Danny

COMMUNITY PARTNERS

- Northern Colorado Intertribal Powwow Association: Indigenous and Native community
- CARE Housing: Low-income communities
- Sunrise Movement Fort Collins: Youth/students
- Fort Collins Chamber of Commerce: Small businesses

We appreciate the incredible work of our Plan Ambassadors and Community Partners and recognize that more partners will be needed in the future to connect with other historically underrepresented groups (e.g. Disabled Community, Black Community, Latinx Community8). You will see many of these Plan Ambassadors featured throughout the plan, highlighting the impact of their ideas and perspectives.

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8 We recognize that historically underrepresented groups like the Disabled Community or the Latinx Community hold diverse perspectives on the best wording to describe their identity, for this plan, we use Latinx and Disabled Community and recognize that many community members may prefer Hispanic or Latino or person experiencing a disability.
CLIMATE RESILIENCE

It’s clear that the northern Front Range of Colorado is rapidly changing. The changes we’re experiencing, like a soaring population with increased development, traffic and need for water, present both opportunities as well as challenges.

Climate change is also dramatically shaping the community’s present and future. Evidence of climate change is well documented globally and the impacts of a changing climate on Fort Collins are substantial. The state has warmed two degrees Fahrenheit since the beginning of the 20th century and nine of the twelve warmest years on record have occurred since 2000. These increases lead to significant changes in other areas, such as:

- Snowpack;
- Precipitation patterns;
- Increased storm intensity;
- Stream and runoff flows;
- Changing ecosystems;
- Increased wildfire risk; and
- Human health effects.

It’s likely we can all reflect on 2020 and remember tangible impacts to air quality from the Cameron Peak and East Troublesome wildfires, higher than average summer temperatures, and dry conditions from the regional drought. These types of events are exacerbated by climate change, and ambitious action to reduce greenhouse gas emissions, adjust existing systems, and reduce risk will benefit each of us, including our businesses, infrastructure, and ecosystems. This plan offers a strong next step in advancing actions that can strengthen community partnerships and networks; prepare, and protect infrastructure, businesses, homes, and natural resources; while strengthening our resolve to recover, adapt and thrive after challenging events.

The Water-Resilience Connection. While our water system contributes little to our community climate inventory (thanks to gravity!), we recognize that our water supply, water quality and storm events will continue to be impacted by climate change for generations to come. Our Climate Future recognizes this linkage with a focus on resilience, including adaptation, and with understanding that our actions need to extend well beyond our City boundaries, both upstream and downstream. We have begun detailed analysis of our water-related vulnerabilities and will continue to adapt our planning processes to incorporate new data and modify systems accordingly.

9 Source: Colorado Climate Center.
10 Source: Colorado Climate Change Vulnerability Study, Eric Gordon and Dennis Ojima, 2015. For more information about how Fort Collins is currently experiencing climate change and how it may look in the future, take a look at Appendix II or the 2019 Municipal Sustainability and Adaptation Plan.
PUTTING IT ALL TOGETHER

Moving forward, we need to spend our time and resources on actions that address multiple community priorities because climate change interacts with everything else going on in our lives and community. The potential for impact is much broader when we recognize that every action has ripple effects to other parts of our daily lives. We’ve found new strategies that accomplish more for our community and expect to uncover even more going forward, whether it is advancing multiple community priorities or improving equity and resilience while lowering emissions, energy or waste.

Examples of the intersection of these priorities are woven throughout this plan, including improving the efficiency of buildings and homes to be comfortable and safe during very hot summer days, focusing on multi-family and rental properties, or using trusted community sites to provide resources and information during extreme events. When we work at the intersections, like in the illustration below, we simultaneously deliver on community priorities while reducing our climate emissions.

When outdoor air quality is poor from pollution or wildfires, keeping people housed and their indoor air quality healthy is critical. Tools like air purifiers, proper ventilation, and the Fort Collins Air Quality website can help you be prepared for disruptive events.
Reducing greenhouse gases is a critical part of our responsibility to address climate change. From electricity sources, to home efficiency to our daily practices, we all can play a role to reduce emissions.

**READER HEADS UP:**

Next we’re going to talk more about our ambitious goals and processes. It’s going get a little more “City” as we describe the numbers and the nuts and bolts of how this plan will work. If you prefer to jump to the Our Climate Future strategies, see page 30 or stay and learn more about the details of our progress, how we track, and how we’ll keep this plan fresh over time.
PAST GOALS AND PROGRESS TO DATE

Our Climate Future is an update to three plans: Climate Action Plan, Energy Policy, and the Road to Zero Waste. The planning processes were combined to recognize the interconnection between carbon emissions, energy use and waste, yet each area retains unique goals.

CLIMATE

In 2015, Fort Collins City Council unanimously adopted community carbon emission reduction goals of **20% below 2005 levels by 2020, 80% lower by 2030 and carbon neutral by 2050.**

- **2019 progress:** Emissions were 7% below 2005 levels. Current projections place 2020 emissions 17% below 2005 and 2021 emissions 26% below 2005. The 2030 target is a primary focus of this plan.

- **Primary drivers of progress include:**
  - Increases in renewable electricity, externally and locally
  - Increased energy efficiency
  - Methane gas collection at our landfills
  - Increased efficiency in our vehicles
  - Choices by individuals to ride bikes, walk, or take the bus; reduce their home or business energy use; and reduce food waste and pursue personal compost options.

ENERGY

The 2015 Energy Policy included goals for energy efficiency (reaching savings of 2.5% of community electricity use annually) and renewable energy (20% by 2020 with 2% from local sources). In 2018, we adopted a goal of 100% renewable electricity by 2030.

- **2020 progress:** Efficiency savings targets are on track and have kept the community’s electricity use nearly flat as the population has grown by 28%. The renewable electricity percentage exceeded the 2020 goal of 20%, met the local target of 2% and will be over 50% in 2021.

WASTE

Road to Zero Waste goals were set in 2013 to reach a **75% diversion rate by 2020 and Zero Waste by 2030.**

- **2020 progress:** The diversion rate in 2019 was 53% and did not meet the interim target in part because of delays in regional infrastructure to process yard and food waste, dramatic changes in waste and recycling markets for plastic, and an increase in per capita waste generation.

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11 See Appendix III for more information about the Community Carbon Inventory.
**OUR CLIMATE FUTURE GOALS**

Our Climate Future includes an update to energy and waste goals and sets a timeline for reviewing community climate goals. A review of climate goals and milestone years is slated for 2024 per the Climate Emergency resolution’s commitment to review Fort Collins’ climate goals every five years. This review may also include energy and waste goals and will coincide with Our Climate Future’s second review cycle.

This Plan, and the companion Two-year Tactical Plan, demonstrate a systematic approach to intensify our community efforts to achieve these three primary environmental goals in the 2030 timeframe:

- **Reduce 2030 greenhouse gas emissions by 80% below 2005 baseline levels;**
- **Provide 100% renewable electricity by 2030 with grid and local sources, and**
- **Achieve zero waste, or 100% landfill diversion, by 2030.**

Additional primary goals include:

- **Climate** – Fort Collins is **carbon neutral by 2050**
- **Waste**
  - At least **85%** of what is recoverable in any given year **is recovered**
  - **Decrease in residential pounds landfilled** per capita per year
- **Energy**
  - **Provide 5%** of community electricity from local distributed renewable sources by 2030
  - **Achieve a 20% reduction in forecast electricity use** between 2021 and 2030 through efficiency and conservation programs in all building types and industrial processes

**HOW WE MEASURE PROGRESS ON CARBON**

City staff complete a carbon inventory each year to measure progress towards the community’s climate action goals. Each inventory includes electricity, natural gas, ground transportation, waste, water, and, starting in 2019, industrial process and product use emissions. The inventory is reported in metric tons of carbon dioxide equivalents (MTCO2e). This reporting structure follows the Global Protocol for Community-scale Greenhouse Gas Emissions Inventories as part of Fort Collins’ commitment to the Global Covenant of Mayors.

Adjustments and changes to the inventory are common as we learn more and as data sources emerge. One recent change (2019) was the inclusion of Industrial Processes and Product Emissions (IPPUs), which are non-energy emissions produced as a byproduct from or used as an input to a manufacturing process. This new inclusion shifted reported progress between 2018 and 2019 significantly. More detail about inventory methodology can be found in Appendix III.
The City's role as the community's electricity provider and energy code authority and a recognition of the importance of natural gas use drive the following additional energy objectives:

- Annual reliability metrics of:
  - **Customer Average Interruption Duration Index (CAIDI)** is a measure of how long, on average, it takes to restore power to a customer experiencing an electric outage. Target is less than 45 minutes.
  - **System Average Interruption Duration Index (SAIDI)** is a measure of how long, on average, each customer was without power in the last year. Target is less than 30 minutes.
  - **System Average Interruption Frequency Index (SAIFI)** is a measure of how many times per year the average customer experiences a power outage. Target is less than 0.66 annually.
- Achieve a **10% reduction in forecast natural gas use** between 2021 and 2030 through efficiency, conservation and electrification programs in all building types and industrial processes.
- Advance efficiency, indoor environmental quality, installed performance and readiness distributed energy resources through **adoption and enforcement of updated energy codes on a three year cycle**. Adopt current International Energy Conservation Codes (IECC) with local amendments within one year of issuance.
- Support the deployment of distributed energy resources to achieve **bidirectional demand flexibility capacity of 5% of peak loads** by 2030.
THE PATH TO THE 2030 CARBON GOAL

Our Climate Future has identified a set of Next Moves which we call the Critical Path. These three Next Moves all have the characteristics of contributing significantly to carbon reduction, requiring long and sustained efforts by the City and community partners, and resulting in transformational systematic outcomes. The three Critical Path Next Moves are:

- 100% renewable electricity
- Expanding local and regional public transit coverage and frequency
- Community-wide organic waste diversion

These three Next Moves will need to be supplemented by a portfolio of other Next Moves in order to achieve the target of an 80% reduction in greenhouse gases by 2030. The current evaluation modeling shows that, after these three critical moves and remaining Next Moves included in this plan are accounted for, the community is on target to reach the 80% goal. However, we also know that there remain significant uncertainties for many strategies and that the intent of a two-year review and calibration cycle is to be able to refine and add to the Next Moves over time to align with the community targets.
OUR CLIMATE FUTURE IMPLEMENTATION AND CALIBRATION

Our past policy processes for climate, energy and waste had similar structures of brief, intensive community outreach and a review and update cycle about every five years. The Our Climate Future model for implementation and updates will be very different. With an adaptive and flexible approach, Our Climate Future will continue to evolve with new solutions and partnerships with community leaders over the next several years.

Each two-year calibration and review cycle will include:

- Evaluation, reporting, and prioritizing of Next Moves;
- Increased opportunities for community partnerships and engagement;
- A check-in with the community to review results and revise Next Moves, and
- An updated Two-Year Tactical Plan which can align with the City’s biennial budget process.

TWO-YEAR CALIBRATION AND REVIEW CYCLE
OUR CLIMATE FUTURE’S THIRTEEN MOVES

BETTER TOGETHER

1 - Shared Leadership and Community Partnership: Centered in equity and leading with race, all parts of our community lead, implement and benefit from Our Climate Future.
2 - Zero Waste Neighborhoods: We can all share and reuse so we don’t have to buy things we won’t regularly use and are able to recycle or compost the rest.
3 - Climate Resilient Community: People, buildings, watersheds and ecosystems are prepared for the threats of climate change.

LIVE BETTER

4 - Convenient Transportation Choices: It is safe, easy, fast and affordable to get around without a car.
5 - Live, Work and Play Nearby: No matter where we live, we all can meet our basic daily needs without driving across town.
6 - Efficient, Emissions Free Buildings: Everyone lives and works in healthy energy and water efficient buildings which transition to become emissions free.
7 - Healthy Affordable Housing: Everyone has healthy, stable housing they can afford.
8 - Local, Affordable and Healthy Food: Everyone has access to healthy and affordable food, sourced or rescued from local and regional producers.

RESOURCE BETTER

9 - Healthy Local Economy and Jobs: The community supports a healthy innovative local economy with new opportunities for all people and businesses to thrive.
10 - Zero Waste Economy: Business, industry, institutions, and government collaborate to recirculate resources and eliminate waste.

BREATHE BETTER

11 - Healthy Natural Spaces: We all are stewards of healthy natural spaces and honor the deep and historical human connection to this land.
12 - 100% Renewable Electricity: Everyone in the community receives affordable and reliable 100% renewable electricity, including from local sources.
13 - Electric Cars and Fleets: Residents can afford and use electric cars, including shared electric cars, and conventional fleets are converted to electric.

READER HEADS UP:

The remaining sections of this plan lay out the thirteen Big Moves shown below, grouped into four areas which recognize how these outcomes impact how we work together, live, and breathe and how we resource our work and lives.

12 The Big Move numbering is for easy referencing; the order does not imply priorities of any kind.
BIG MOVES AND NEXT MOVES

“Big Moves” is our way of describing the transformational outcomes which connect our specific goals for climate, energy and waste with the community’s definition of a sustainable Fort Collins. The Big Moves, each with a title and tagline, were developed from input from community workshops and refined based on a community survey and discussions with historically underrepresented community members, community partners, and plan ambassadors. Together they form a vision of what a sustainable, resilient, and equitable Fort Collins would be like for community members like you as it transforms to reflect the community’s priorities, carbon neutrality, zero waste, 100% renewable electricity.

Next Moves are the specific strategies and tactics that lead to transformational outcomes of the Big Moves. Each Big Move has an associated set of Next Moves. The Next Moves are evaluated for their impact on goals, benefits and costs, and potential results for improving equity and resilience. The Next Moves shown in the plan are those that have “risen to the top” based on these evaluations and input from the community engagement process.

Each Big Move section on the following pages includes:

• A quote from a community member introducing the section with why they view the Big Move as having a positive effect on their life.
• A short narrative
• Illustrations of our Plan Ambassadors, Community Partners or other visual storytelling
• How we’ll track progress on the Big Move
  • We have identified key metrics for each Big Move to use as indicators that we’re going in the right direction, and we will continue to work with the community to identify appropriate metrics, particularly related to equity and resilience. Some of the suggested metrics already exist while others are proposed or in development.
• Associated Next Moves with indicative scoring from the evaluation framework for goal-related savings, positive impacts on equity and resilience, and level of investment.
  • Shaded Next Moves in the table indicate that these specific strategies are included in the companion Our Climate Future Two-year Tactical Plan (2021-2022) where they are described in more detail.
  • Each Next Move was evaluated for equity, resilience, mitigation (reduction of greenhouse gas emissions and waste) and investment on a high, medium, low scale. See the table below for how each Next Move was evaluated.
  • The investment scoring is based on the total investment necessary for the Next Move. Distinctions between community investment, City resources or external funding are described where available in the Tactical Plan for selected Next Moves.

13 A complete list of the proposed metrics included in this plan is provided in Appendix III.
<table>
<thead>
<tr>
<th>EQUITY</th>
<th>RESILIENCE</th>
<th>MITIGATION</th>
<th>COST*14</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>LOW</strong></td>
<td>Little to no potential improvement in the daily lived experiences of BIPOC and historically underrepresented individuals and communities</td>
<td>Little to no increase in preparedness for climate change impacts and/or the ability to withstand other shocks</td>
<td>Marginal impact on carbon or waste inventory (less than 0.5% or 10,850 MTCO2e or 1.4M lbs.)</td>
</tr>
<tr>
<td><strong>MEDIUM</strong></td>
<td>Moderate potential for improvement in the daily lived experiences of BIPOC and historically underrepresented individuals and communities</td>
<td>Moderate increase in preparedness for one or more climate change impacts and/or the ability to withstand other shocks</td>
<td>Moderate impact on carbon or waste inventory (between 0.5% and 2.5% or 10,850 to 54,300 MTCO2e or 1.4M to 6.95M lbs.)</td>
</tr>
<tr>
<td><strong>HIGH</strong></td>
<td>Substantial potential for systemic or institutional change and/or significant improvement to the daily lived experiences of BIPOC and historically underrepresented individuals and communities</td>
<td>Substantial increase in preparedness for one or more climate change impacts and/or the ability to withstand other shocks</td>
<td>Significant impact on carbon or waste inventory (more than 2.5% or 54,300 MTCO2e or 6.95M lbs.)</td>
</tr>
</tbody>
</table>

Shaded items are included in the Tactical Plan 2021/2022 and are currently being implemented.

* = Inspired by the community

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14 These are total costs, not only what may be covered by the City as an organization. Distinctions between community investment, City resources or external funding are described in the Tactical Plan for selected (shaded) Moves where available.
EQUITABLE METRICS AND REPORTING

Our Climate Future's equitable approach to partnering with community members and organizations, with intentional focus on BIPOC, and historically underrepresented groups also extends to how we develop metrics, measure progress, and summarize results. It's crucial that we have insight and expertise from outside the City organization and acknowledge that various groups experience Fort Collins in different ways. Identifying the appropriate ways to track progress on goals will be an ongoing process in partnership with community members. Where data exist, we commit to using metrics that are disaggregated by race and other identities. This means we'll look at broad outcomes split out by identities, such as race, ethnicity, ability, and gender identity, that help us understand disparities, while acknowledging that for many individuals these identities overlap and intersect. When summarizing results, we will seek reviews from external partners to validate meaning and provide insights into how we can present information in ways that honor community members’ experiences.

OUR CLIMATE FUTURE
TWO-YEAR TACTICAL PLAN (2021-2022)

The companion Our Climate Future Two-year Tactical Plan presents details for implementation of Next Move strategies that are intended to begin or continue implementation in 2021 and 2022. The Tactical Plan can also help advocacy groups and other partners see where the City is seeking partners or leaders and is a complementary resource to the Our Climate Future Action Guide which provides flexible options for businesses, residents, industries and institutions to find their place of action and leadership.

The primary focus of this first cycle of Next Moves is to further develop partnerships and leverage community expertise to improve the equability and accessibility of existing efforts. Partnership development also helps broaden leadership and action across the community. This allows the most ambitious decade of climate action to begin with a solid foundation.
“Changing our climate future is going to take support at all levels, so all residents need to feel like they are included and respected in the process. This makes it positive for me because I feel confident that my leaders are implementing processes that keep historically marginalized and under-resourced communities at the forefront of innovation.”

BIG MOVE 1

SHARED LEADERSHIP AND COMMUNITY PARTNERSHIP

Centered in equity and leading with race, all parts of our community lead, implement and benefit from Our Climate Future.

As highlighted in the Centering Equity, Leading with Race section, Our Climate Future acknowledges that in Fort Collins, as in the entire country, there has been a history of racism and discrimination and its effects continue into the present. Many Fort Collins community members and institutions are committed to changing this, so that moving forward, identity is not a predictor of one’s outcomes in life. Our Climate Future is one effort of many that will help dismantle systemic racism in our community. Instead of continuing to treat climate action like a math problem that only requires technical solutions, this Big Move focuses on the changes needed to ensure our efforts are influenced by and support Black, Indigenous, and People of Color (BIPOC) and other economically disadvantaged and historically underserved community members, to ensure they all have equitable access to the same resources and opportunities as other parts of the community.

Additionally, this Big Move is the acknowledgment that the City is one of many actors working toward Our Climate Future’s emissions, waste, and energy goals, and we can’t and aren’t doing it alone. We need every part of the Fort Collins community to be able to participate and take on leadership roles if we are going to address our community priorities and achieve our ambitious community environmental goals.
Tracking progress on this Big Move:

- % of staff and partners trained in leading with equity for implementation of the Next Moves
- Number of Next Moves and/or tactical projects led by an organization or group external to the City of Fort Collins
- Demographics of staff and community members who are part of Our Climate Future implementation (ongoing programs and various next moves)
- Resources allocated in project budgets to achieve equity in process, e.g., language justice and compensation for community members’ time and expertise

AMBER connected with the Native Community and is a member of the Seneca Nation Wolf Clan

“To meet our climate goals, I think three questions should be asked in every decision:

Are treaties being honored?
Does this benefit all people?
Is it sustainable seven generations from now?”

15 **What do these mean?** These four metrics will help indicate if we are on the right track in centering equity through implementation of OCF. Staff and partners trained in leading with equity is a way of being transparent about the activities we’re undertaking. The number of Next Moves or projects led by another organization or group tells us if we are really partnering with the community and sharing leadership. Understanding the demographics of everyone who is part of OCF implementation points to if Black, Indigenous, and People of Color (BIPOC) and other historically underrepresented groups feel included and heard in this work. Resources allocated to achieve equity is one way to understand what support we are giving community members who face barriers to participating in City process and programs.
### BIG MOVE 1 SHARED LEADERSHIP AND COMMUNITY PARTNERSHIP

<table>
<thead>
<tr>
<th>NM#</th>
<th>NEXT MOVES</th>
<th>CONNECTIONS</th>
<th>INVESTMENT</th>
<th>EQUITY</th>
<th>MITIGATION</th>
<th>RESILIENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>SLC1</td>
<td>Continue, and where appropriate expand, upon durable partners beyond Fort Collins to achieve climate, energy and waste goals.</td>
<td>CRC</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>SLC2</td>
<td>Identify opportunities where the City and the community can partner on funding applications to advance Our Climate Future Big Moves</td>
<td>-</td>
<td>$</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>SLC3</td>
<td>Partner to provide greater access to environmental education for Spanish-speaking community members</td>
<td>-</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SLC4</td>
<td>Design an equitable implementation structure of the Our Climate Future Plan</td>
<td>CRC</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SLC5</td>
<td>Provide unconscious bias and racial equity training to staff and partners involved in OCF implementation</td>
<td>-</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SLC6</td>
<td>Embed resilience into City policy planning initiatives</td>
<td>CRC</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SLC7</td>
<td>Explore sliding scale incentives based on income and equity for Our Climate Future related programs</td>
<td>EEFB</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SLC8</td>
<td>Explore creation of a city policy that dedicates a portion of resources to programs for low- and moderate-income community members</td>
<td>HAH</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SLC9</td>
<td>Re-imagine the Community Advisory Committee to align with the City’s Strategic Objective to center equity for all, leading with race and explore opportunities to share decision-making</td>
<td>-</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Shaded items are included in the Tactical Plan 2021/2022 and are currently being implemented. *

* = Inspired by the community

[GHG IMPACT]

= HIGH  = MED  = LOW
This would have the greatest impact in my life because I could avoid buying all the tools that we just need for one job AND it would mean a closer sense of community with my neighbors, which is somewhat lacking now.

BIG MOVE 2

ZERO WASTE NEIGHBORHOODS

We can all share and reuse so we don’t have to buy things we won’t regularly use and are able to recycle or compost the rest.

On average, Fort Collins residents and businesses throw away just under 100,000 tons of trash a year (about 3 lbs. per person per day), much of which could have been recycled or composted. Some of that trash is stuff we didn’t need; or bought, didn’t often use, and then discarded. Often things we throw away didn’t mean much to us but did have a high impact on greenhouse gases and natural resources. Zero Waste Neighborhoods is about helping people and businesses reduce waste and emissions, reuse, and feel comfortable sharing, which saves money and supports a more circular economy. By connecting with each other more, we build and strengthen relationships to create a stronger community now and in times when neighbors need to work together through floods, extreme cold, and heat waves.

Fort Collins is a part of the Regional Wasteshed Coalition of local governments (with Larimer County, Loveland, Estes Park and Wellington) that are seeking to bring innovative new waste and recycling infrastructure to the region with the recognition that the materials we throw away have value that can benefit our regional economy when recovered. Facilities planned include yard and food scrap composting, a construction and demolition processing facility, and a new landfill and transfer site. These facilities will have a significant impact on Fort Collins’ ability to meet its Zero Waste goals!

SUNRISE MOVEMENT FORT COLLINS

engaged with youth and high school students.

Members of the Fort Collins branch of the Sunrise Movement gave feedback on the Zero Waste Neighborhoods Big Move

16 Source: 2019 Fort Collins Community Waste & Recycling Summary
This Big Move acknowledges that sometimes we are left with materials that need to be recycled or composted and that not everyone in Fort Collins currently has access to these services. While creating this plan, we learned that *More Reuse, Recycling, and Composting* was the number one priority of historically underrepresented groups in Fort Collins. Making sure that services are available to all parts of the community is crucial to creating Zero Waste Neighborhoods. You can get involved by starting a backyard compost, indoor worm compost bin, or signing your business up for recycling. Check out other Zero Waste Neighborhood actions listed in the Our Climate Future Action Guide.

**Tracking progress on this Big Move:**
- % of Fort Collins single and multi-family households and businesses with access to recycling
- % of Fort Collins households and businesses with access to composting
- Number of sharing resources and number of “shares” at those resources

### BIG MOVE 2 ZERO WASTE NEIGHBORHOODS

<table>
<thead>
<tr>
<th>NM#</th>
<th>NEXT MOVES</th>
<th>CONNECTIONS</th>
<th>INVESTMENT</th>
<th>EQUITY</th>
<th>MITIGATION</th>
<th>RESILIENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>ZWN1*</td>
<td>Expand recycling education campaign</td>
<td>HLEJ</td>
<td>$</td>
<td>●</td>
<td>●</td>
<td>●</td>
</tr>
<tr>
<td>ZWN2*</td>
<td>Explore additional community-needs donation options</td>
<td>ZWE</td>
<td>$</td>
<td>●</td>
<td>●</td>
<td>●</td>
</tr>
<tr>
<td>ZWN3*</td>
<td>Explore Universal Composting Ordinance and Related Composting Infrastructure/Facilities</td>
<td>ZWE</td>
<td>$$$</td>
<td>●</td>
<td>●</td>
<td>●</td>
</tr>
<tr>
<td>ZWN4*</td>
<td>Identify barriers to accessing recycling services</td>
<td>ZWE</td>
<td>$</td>
<td>●</td>
<td>●</td>
<td>●</td>
</tr>
<tr>
<td>ZWN5*</td>
<td>Implement universal recycling ordinance</td>
<td>ZWE</td>
<td>$$$</td>
<td>●</td>
<td>●</td>
<td>●</td>
</tr>
<tr>
<td>ZWN6*</td>
<td>Facilitate the sharing of commonly needed items through libraries</td>
<td>ZWE</td>
<td>$</td>
<td>●</td>
<td>●</td>
<td>●</td>
</tr>
<tr>
<td>ZWN7*</td>
<td>Facilitate the sharing of commonly needed items through libraries</td>
<td>ZWE</td>
<td>$</td>
<td>●</td>
<td>●</td>
<td>●</td>
</tr>
<tr>
<td>ZWN8*</td>
<td>Implement Disposable Grocery Bag Policy</td>
<td>ZWE</td>
<td>$</td>
<td>●</td>
<td>●</td>
<td>●</td>
</tr>
<tr>
<td>ZWN9*</td>
<td>Establish decentralized waste collection strategies for times of crisis</td>
<td>CRC</td>
<td>$</td>
<td>●</td>
<td>●</td>
<td>●</td>
</tr>
</tbody>
</table>

**What does that mean?** City staff will develop a new metric that tracks the percent of households and businesses with access to recycling and another that tracks access to composting. It will also develop a new metric to assess sharing resources (like libraries) and how much formal sharing activity is happening.
<table>
<thead>
<tr>
<th>NM#</th>
<th>NEXT MOVES</th>
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<th>INVESTMENT</th>
<th>EQUITY</th>
<th>MITIGATION</th>
<th>RESILIENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>ZWN10</td>
<td>Establish strategies for recycling damaged materials from natural disasters</td>
<td>CRC</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>ZWN11</td>
<td>Businesses and community groups work with the City to perform waste audits and reduce food waste</td>
<td>HLEJ</td>
<td>$</td>
<td></td>
<td></td>
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<tr>
<td>ZWN12</td>
<td>Expand recycling end markets and job opportunities</td>
<td>HLEJ</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>ZWN13</td>
<td>Highlight businesses who reuse, reduce, and recycle</td>
<td>HLEJ</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>ZWN14</td>
<td>Explore collaborative consumption apps and platforms</td>
<td>SLCP</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>ZWN15</td>
<td>Develop zero waste community partnership program</td>
<td>ZWE</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ZWN16</td>
<td>Financial incentives to support composting, recycling, and waste reduction</td>
<td>ZWE</td>
<td>$</td>
<td></td>
<td></td>
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<tr>
<td>ZWN17</td>
<td>Implement a home composting incentive program</td>
<td>ZWE</td>
<td>$</td>
<td></td>
<td></td>
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<tr>
<td>ZWN18</td>
<td>Support sharing, repair, and reuse</td>
<td>ZWE</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Shaded items are included in the Tactical Plan 2021/2022 and are currently being implemented. * = Inspired by the community

- = HIGH  
- = MED  
- = LOW
Our community is a recognized leader in sustainability. We have further potential to positively impact climate for our region and other regions through our resilience planning and implementation.

"Adjusting to our changing climate and preparing for future changes make a big difference in how our community is able to thrive. The threats of climate change cannot be tackled by a single organization or business. It is crucial to plan for disruption and to foster and strengthen regional, community, and personal networks by supporting each other so we are better prepared to handle those effects. Fort Collins has a significant history of resilience work in stormwater planning and infrastructure, expanding and protecting our drinking water sources, and addressing regional outdoor and indoor air quality concerns, and still there is plenty more to do. Moving forward, there continue to be opportunities to partner with community members and organizations as our community plans and prepares for the increasing effects of climate change in Fort Collins. You can get involved by developing an emergency plan for your household or an emergency and communication plan for your business and employees. Check out other actions listed in the Our Climate Future Action Guide."
"The Big Moves are the first step at addressing environmental inequities that my community experiences. This initiative also puts us at the decision-making table for changes towards a more sustainable and inclusive future."

---

**MARITZA**

engaged with the Latinx/Hispanic community

---

**Tracking progress on this Big Move:**

- Proposed metrics about how we’re preparing for continuing changes to our climate:
  - Number of programs or agencies that support community networks
  - Collaboration with regional agencies, including intergovernmental agreements in place
  - Number of community, operational plans, and related activities that address resilience through the integration of preparedness, response, recovery and adaptation
  - Campaigns or programs that reduce ozone or particulate matter
  - Reduced water use
  - Community survey results

- Metrics about how we respond and recover from disruptive events will be reported following a disruptive event.

---

**What do these mean?**

Preparing for climate change can usually be measured by the activities we’re doing to be better prepared. Because each event will require different responses and have different impacts, staff will use a variety of measurements to evaluate the community’s recovery from a disruption specific to the type of event. Disruptive events may include wildfires, floods, emerald ash borer, high heat events, and drought, and preparedness, response and recovery may look very different for each of these.
## BIG MOVE 3  
**CLIMATE RESILIENT COMMUNITY**

<table>
<thead>
<tr>
<th>NM#</th>
<th>NEXT MOVES</th>
<th>CONNECTIONS</th>
<th>INVESTMENT</th>
<th>EQUITY</th>
<th>MITIGATION</th>
<th>RESILIENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>CRC1</td>
<td>Adopt a holistic approach to integrated water resource planning and management (One Water Approach)</td>
<td>HNS</td>
<td>$</td>
<td>●</td>
<td>●</td>
<td>●</td>
</tr>
<tr>
<td>CRC2</td>
<td>Ensure that air quality levels and information about related health concerns is representative, easily accessible and broadly communicated</td>
<td>HNS</td>
<td>$</td>
<td>●</td>
<td>●</td>
<td>●</td>
</tr>
<tr>
<td>CRC3</td>
<td>Expand and enhance water efficiency programs and incentives</td>
<td>HNS</td>
<td>$</td>
<td>●</td>
<td>●</td>
<td>●</td>
</tr>
<tr>
<td>CRC4</td>
<td>Update codes to address existing and new developments’ indoor and outdoor water efficiency</td>
<td>HNS</td>
<td>$</td>
<td>●</td>
<td>●</td>
<td>●</td>
</tr>
<tr>
<td>CRC5</td>
<td>Educate and communicate the current emergency sheltering process and explore expanded options for disproportionally affected groups</td>
<td>HAH</td>
<td>$</td>
<td>●</td>
<td>●</td>
<td>●</td>
</tr>
<tr>
<td>CRC6</td>
<td>Integrate climate resilience considerations into city strategic and operational plans</td>
<td>SLCP</td>
<td>$</td>
<td>●</td>
<td>●</td>
<td>●</td>
</tr>
<tr>
<td>CRC7</td>
<td>Partner with trusted community sites to provide resources and information during community emergencies (Resilience Hubs)</td>
<td>SLCP</td>
<td>$</td>
<td>●</td>
<td>●</td>
<td>●</td>
</tr>
<tr>
<td>CRC8</td>
<td>Develop and foster community relationships and partnerships to strengthen cooperation in emergencies or events</td>
<td>SLCP</td>
<td>$</td>
<td>●</td>
<td>●</td>
<td>●</td>
</tr>
<tr>
<td>CRC9</td>
<td>Engage community-based organizations in building climate resilience communities</td>
<td>SLCP</td>
<td>$</td>
<td>●</td>
<td>●</td>
<td>●</td>
</tr>
<tr>
<td>CRC10</td>
<td>Explore options that enhance the availability of financing to support small business creation, expansion, and retooling</td>
<td>SLCP</td>
<td>$</td>
<td>●</td>
<td>●</td>
<td>●</td>
</tr>
<tr>
<td>CRC11</td>
<td>Increase information campaigns directed towards young adults and college students regarding climate change impacts, their effects in Fort Collins, and how to act</td>
<td>SLCP</td>
<td>$</td>
<td>●</td>
<td>●</td>
<td>●</td>
</tr>
</tbody>
</table>

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“Just remember wheelchair accessibility! If we do not have snowplowing of residential sidewalks and side streets, we cannot access even the most wonderful public transportation offerings.”

BIG MOVE 4

CONVENIENT TRANSPORTATION CHOICES
It is safe, easy, fast and affordable to get around without a car.

NORTHERN COLORADO INTERTRIBAL POWOW ASSOCIATION (NCIPA) is connected to the Native and Indigenous communities in Fort Collins

“We must do our part to protect and preserve our Mother Earth for our future generations.”
We know that some places in Fort Collins feel safe and reasonable to get around without a car, but that this isn’t true in all of Fort Collins or for all individuals. With this Big Move, we imagine that getting around the city will be a safe and easy experience without a car for everyone, especially for those who choose to bike, walk, or use transit. In the future, using a car won’t have to be the first choice residents generally make because investments in transit make it a fast, convenient, safe, and accessible choice, and investments in bicycling and walking infrastructure make emissions-free choices the top pick in Fort Collins. Using a car can eventually be typically a shared experience, reducing dependence on car ownership while improving mobility and access for all residents, especially the Disabled Community and other historically marginalized groups. You can get involved by going car-free one extra trip per week than you currently do or start incentive programs in your business to encourage people to save car trips. Check out other actions listed in the Our Climate Future Action Guide.

Tracking progress on this Big Move:
- Transit Ridership (Transfort and FLEX services)
- Percent of commuters who drive alone, carpool, bike, use transit, or telework (mode share)
- Total community vehicle miles traveled (VMT)
- Average travel time across Fort Collins
- Transit access and safety

### BIG MOVE 4 CONVENIENT TRANSPORTATION CHOICES

<table>
<thead>
<tr>
<th>NM#</th>
<th>NEXT MOVES</th>
<th>CONNECTIONS</th>
<th>INVESTMENT</th>
<th>EQUITY</th>
<th>MITIGATION</th>
<th>RESILIENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>CTC1</td>
<td>Continue to build bicycle facilities as identified in the Bicycle Master Plan</td>
<td>CRC</td>
<td>$$$</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CTC2</td>
<td>Create mobility hubs to support convenient transportation connection options</td>
<td>CRC</td>
<td>$$$</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CTC3</td>
<td>Expanding local and regional public transit coverage and frequency</td>
<td>LWPN</td>
<td>$$$</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CTC4</td>
<td>Provide travel trainings program</td>
<td>LWPN</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CTC5</td>
<td>Offer integrated transport tickets and timing to promote cycling</td>
<td>CRC</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CTC6</td>
<td>Create flexible transit system that adapts with variable demand</td>
<td>LWPN</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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---

19 What do these mean? These existing metrics help us understand if people are making choices other than use of a personal vehicle and point to what may be barriers to making those choices.
“For me, this is one of the defining characteristics of a ‘livable’ city. It means that what I need is close by and easily accessible.”

BIG MOVE 5

LIVE, WORK AND PLAY NEARBY

No matter where we live, we all can meet our basic daily needs without driving across town.

The way the City guides land use and development patterns plays an important role in each of our transportation decisions. Many of us probably spend a lot of time in our cars, getting to work, taking kids to after-school activities, and making sure we have food for the week. If housing is not close to where we work, shop, or recreate, it forces us to take longer trips, usually by car, and emissions from cars and other vehicles contribute to about 20% of our community carbon inventory. This need to drive leads to more congested roads and lots of space spent on parking lots, and also means that we’re farther away from resources in times of personal or community-wide emergencies. If we cut down on reasons to drive, we’ll all have a little more time in the day, we may feel more connected to those living close to us, and we’ll reduce greenhouse gas emissions. You can get involved by looking into businesses nearby to see if they can meet your needs or offering loaner bikes that your employees can borrow to run short errands or go to lunch. Check out other actions listed in the Our Climate Future Action Guide.

Tracking progress on this Big Move:21

• Neighborhood walkability
• Neighborhood safety
• Residential proximity to grocery stores and public schools
• Percent of residents who respond that they have good or excellent access within their neighborhoods to everyday needs (Community Survey)

20 Source: 2019 Community Carbon Inventory.
21 What does that mean? Staff will develop three metrics, which together will help determine people’s ability to get where they need to go without a car, since we know that proximity may not be the only reason that people choose how to get to their destination. The fourth metric comes from the biannual Community Survey.
BIG MOVE 5  **LIVE, WORK, AND PLAY NEARBY**

<table>
<thead>
<tr>
<th>NM#</th>
<th>NEXT MOVES</th>
<th>CONNECTIONS</th>
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<th>EQUITY</th>
<th>MITIGATION</th>
<th>RESILIENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>LWPN1</td>
<td>Enhance partnerships with schools to ensure safe ways for kids to get to school</td>
<td>CTC</td>
<td>$</td>
<td>〇</td>
<td>〇</td>
<td>〇</td>
</tr>
<tr>
<td>LWPN2</td>
<td>Evaluate opportunities within the Land Use Code to better encourage the development of “complete neighborhoods” that include a variety of housing options, access to services and amenities, and proximity of housing to jobs</td>
<td>CTC</td>
<td>$</td>
<td>〇</td>
<td>〇</td>
<td>〇</td>
</tr>
<tr>
<td>LWPN3</td>
<td>Encourage neighborhood level work sites (coffee shop plus)</td>
<td>CTC</td>
<td>$</td>
<td>〇</td>
<td>〇</td>
<td>〇</td>
</tr>
<tr>
<td>LWPN4</td>
<td>Increase density and mixed uses through the land use code as guided by City Plan</td>
<td>HAH</td>
<td>$</td>
<td>〇</td>
<td>〇</td>
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</tr>
</tbody>
</table>

"Shaded items are included in the Tactical Plan 2021/2022 and are currently being implemented. 〇 = Inspired by the community"

"Getting our community behind this goal would create jobs, provide individual savings, and provide a goal that all members of the community could contribute to. The community pride I would feel being part of this effort is a big positive."

BIG MOVE 6

**EFFICIENT, EMISSIONS FREE BUILDINGS**

Everyone lives and works in healthy energy and water efficient buildings which transition to become emissions free."
We spend up to 90% of our time indoors, mostly at home, at school, and at work. Our buildings and homes represent the physical fabric of our community, are the places where we connect with family, friends and colleagues, and are often where we feel the safest. Changing our buildings, and our habits in them, has the potential to positively impact our lives more than any other actions.

The buildings in our community comprise over two thirds of our community’s carbon emissions to provide for heating, cooling, lighting, cooking, entertainment, business and manufacturing. They also contribute to the physical and financial health of community members that occupy them. The investments in improving building performance create jobs, improve indoor air quality and health and enable hard-earned dollars to go toward other family needs and not utility bills. You can get started by monitoring your home [energy and water use online](#) or review [tips and tricks for conserving energy](#) within your business. Check out other actions listed in the Our Climate Future Action Guide.

**Efficient, Emissions Free Buildings means working to improve efficiency in all existing buildings and new development of homes and commercial buildings to:**

- Improve building efficiency to save resources and improve indoor air quality;
- Change our habits for conservation and becoming active participants in the future energy system;
- Transition away from the use of natural gas and other fuels (electrification) for heating and cooking while improving grid flexibility, and
- Engage local manufacturing partners to reduce industrial process emissions.

**Tracking progress on this Big Move:**

- Annual electricity and natural gas program portfolio savings
- Annual changes in community use of electricity and natural gas
- Available electric capacity for grid flexibility
- Number of homes (total and rentals) upgraded annually

---

**What do these mean?** Electricity and natural gas savings as a percentage of community use are consistently measured and reported by utilities and are a good indicator of programs’ overall performance. Community electricity and natural gas use are closely tied to the carbon inventory and provide a breakdown by energy source. Grid flexibility capacity is an emerging metric in the utility industry and will likely evolve over the coming years. The number of homes and rental homes upgraded provides an indication of how the residential programs are meeting the community’s single family housing types.
## BIG MOVE 6 EFFICIENT, EMISSIONS FREE BUILDINGS

<table>
<thead>
<tr>
<th>NM#</th>
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<th>CONNECTIONS</th>
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<th>EQUITY</th>
<th>MITIGATION</th>
<th>RESILIENCE</th>
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</thead>
<tbody>
<tr>
<td>EEFB1</td>
<td>Continue and expand demand response and grid flexibility programs</td>
<td>RE</td>
<td>$$$</td>
<td>🟢</td>
<td>🟢</td>
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<tr>
<td>EEFB2</td>
<td>Develop an energy performance path for new construction to zero carbon</td>
<td>RE</td>
<td>$$$</td>
<td>🟢</td>
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<td></td>
<td>building by 2030</td>
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</tr>
<tr>
<td>EEFB3</td>
<td>Continue and expand home and business efficiency programs</td>
<td>HAH</td>
<td>$$$</td>
<td>🟢</td>
<td>🟢️</td>
<td>🟢️</td>
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<tr>
<td>EEFB4</td>
<td>Expand programs for electrification of space and water heating</td>
<td>HAH</td>
<td>$</td>
<td>🟢</td>
<td>🟢</td>
<td>🟢</td>
</tr>
<tr>
<td>EEFB5</td>
<td>Provide focused energy efficiency and indoor air quality incentives for</td>
<td>HAH</td>
<td>$</td>
<td>🟢</td>
<td>🟢️</td>
<td>🟢️</td>
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<tr>
<td></td>
<td>historically under-served households</td>
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<tr>
<td>EEFB6</td>
<td>Explore models to support geo-exchange shared heating and cooling systems</td>
<td>RE</td>
<td>$$</td>
<td>🟢️</td>
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<td>for multi-family buildings</td>
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<tr>
<td>EEFB7</td>
<td>Explore adding performance standards to Building Energy and Water Scoring</td>
<td>CRC</td>
<td>$$$</td>
<td>🟢</td>
<td>🟢️</td>
<td>🟢️</td>
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<tr>
<td></td>
<td>program</td>
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<tr>
<td>EEFB8</td>
<td>Explore residential Home Energy Score point of listing requirement</td>
<td>CRC</td>
<td>$$$</td>
<td>🟢</td>
<td>🟢️</td>
<td>🟢️</td>
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<tr>
<td>EEFB9</td>
<td>Explore paired efficiency and jobs program with dedicated funding</td>
<td>HLEJ</td>
<td>$</td>
<td>🟢️</td>
<td>🟢</td>
<td>🟢</td>
</tr>
<tr>
<td>EEFB10</td>
<td>Support incentives and regulation to reduce industrial (air pollution)</td>
<td>HNS</td>
<td>$</td>
<td>🟢️</td>
<td>🟢</td>
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<td>EEFB11</td>
<td>Explore door to door outreach model for efficiency and home envelope</td>
<td>HAH</td>
<td>$</td>
<td>🟢️</td>
<td>🟢</td>
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<td>improvements</td>
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</tbody>
</table>

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* = Inspired by the community
"There are many people who do not desire the traditional house with a 20-30 year mortgage... there are so many people (both young and old) who want to live smaller, and we are ready for those options to be available in our city."

BIG MOVE 7

HEALTHY, AFFORDABLE HOUSING
Everyone has stable, healthy housing they can afford.

JESUS engaged with the Latinx/Hispanic and DACA Communities.

He lent his perspective to the Healthy and Affordable Housing Big Move.
This Big Move is critical because today not all community members have affordable, safe, and healthy places to live. Nearly 20% of homeowners and 60% of renters in Fort Collins cannot afford their monthly housing costs. We know that while all community members are impacted by the rising house prices, our Black, Indigenous, and People of Color (BIPOC) as well as low-income residents are disproportionately impacted by these costs. Because so many community members have to live out of town, they end up commuting into Fort Collins – which usually increases greenhouse gas emissions. Additionally, having a stable housing situation positively contributes to people’s ability to respond and recover from a disruptive event and their capacity to engage with topics like climate change and reducing emissions. While it may be new to see healthy, affordable housing addressed in a climate, energy, and waste plan, a plan that is shaped around humans and their lives can’t go without this topic.

Note that six of the strategies in this Big Move are also included in the Housing Strategic Plan. These strategies not only advance the Housing Strategic Plan’s vision that everyone has stable, healthy housing they can afford, they also have the potential to reduce carbon emissions, increase community resilience, and advance more equitable solutions for all community members. In other words, like many of the moves included in Our Climate Future, these strategies benefit more than just any one area.

Tracking progress on this Big Move:

- % Fort Collins housing stock that is affordable housing
- % daytime population growth
- % of cost-burdened homes (renters and owners paying more than 30% of their income on housing), disaggregated by race
- Homeownership rates, disaggregated by race and income

HOMEOWNERSHIP RATES IN FORT COLLINS VARY BY RACE
(Source: Equity Indicators):

55 in 100 white households
42 in 100 Hispanic/Latinx households
52 in 100 Asian households
20 in 100 Black households
47 in 100 Native American households

---

23 Source: American Community Survey, 2018. The U.S. Department of Housing and Urban Development defines cost-burdened households as those that pay more than 30% of their income for housing.

24 What does that mean? There are many ways to measure the affordability of housing in Fort Collins. We look at these measures by identities to see housing affordability programs are benefiting all groups equitably. In the first metric, affordable housing is defined housing that is affordable for at least 20 years to someone earning 80% or less of area median income (AMI). The second metric, regarding daytime population growth, tracks people who commute into the city for work but don’t live here.
### BIG MOVE 7  **HEALTHY, AFFORDABLE HOUSING**

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<thead>
<tr>
<th>NM#</th>
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<th>EQUITY</th>
<th>MITIGATION</th>
<th>RESILIENCE</th>
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</thead>
<tbody>
<tr>
<td>HAH1</td>
<td>Expand foreclosure and eviction prevention and legal representation, especially in times of crisis</td>
<td>CRC</td>
<td>$</td>
<td></td>
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</tr>
<tr>
<td>HAH2</td>
<td>Explore revisions to the City’s occupancy policy (U+2) to determine opportunities to streamline processes and right size the policy for today’s needs for achieving stability, health, and affordability citywide</td>
<td>EEFB</td>
<td>$</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>HAH3</td>
<td>Increase the number and diversity of housing types and allow more homes per lot (density) via an update to the City's Land Use Code</td>
<td>LWPN</td>
<td>$</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>HAH4</td>
<td>Continue the Housing First model for supporting persons experiencing homelessness and provide wraparound services</td>
<td>SLCP</td>
<td>$$</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HAH5</td>
<td>Create targeted neighborhood level interventions to increase green infrastructure and/or energy retrofits to address environmental justice issues (also known as Green Zone)</td>
<td>EEFB</td>
<td>$$</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>HAH6</td>
<td>Explore the option of mandated rental licensing/rental registry with minimum standards for health safety, stability, and efficiency</td>
<td>EEFB</td>
<td>$$</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HAH7</td>
<td>Provide guidelines on the optimal space use and sizing for various housing spaces to increase efficiency and reduce cost of living</td>
<td>EEFB</td>
<td>$</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>HAH8</td>
<td>Improve infrastructure in low-income neighborhoods</td>
<td>LWPN</td>
<td>$</td>
<td></td>
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</tr>
<tr>
<td>HAH9</td>
<td>Strengthen incentives for mixed-use development along the MAX corridor to encourage more housing</td>
<td>LWPN</td>
<td>$</td>
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</table>

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* = Inspired by the community
“Having access to healthy local sourced goods allows me to directly support local farmers and other small businesses.”

BIG MOVE 8

LOCAL, AFFORDABLE AND HEALTHY FOOD

Everyone has stable, healthy housing they can afford.

JULIA connected with college students and community members under the age of 29.

“Eating locally not only helps lessen your environmental footprint, but also supports local businesses during such a crucial time. This is one of the best ways to support our planet, our community, and our future.”
Like housing, food is an essential component of each of our lives. Being intentional about what we eat can help reduce greenhouse gas emissions, based on types of foods and where they’re coming from, and considering how much we buy can help reduce food waste. A sustainable, local food system can have other broad reaching and positive impacts ranging from improved soil, water, and ecosystem health to providing a healthy and reliable food source for all members of our community. Nearly 40,000 residents in Larimer County are considered food insecure, while one third of school-aged children receive free or reduced meals. Through innovative partnerships, all of us can have increased access to healthy, fresh foods grown and raised close to home. Affordable, accessible local food will require support across the food system – decreasing barriers for farmers to establish and expand their efforts, while building an efficient and effective system for affordably distributing this food to the community.

To be successful, this Big Move will require deep and sustained partnerships between governmental entities, nonprofits, and private enterprises. The City as an organization has had limited focus on our food systems, but there are many leaders in this space in Fort Collins, and as a community, we can begin to shift our food systems to be more focused on local, affordable, and healthy food options. You can get started by visiting a local Farmer’s Market or buy local and healthy food for meals and events at your business. Check out other actions listed in the Our Climate Future Action Guide.

Tracking progress on this Big Move:

- % of households participating in the Supplemental Nutrition Assistance Program (SNAP), disaggregated by age and race
- % of farmers market sales from SNAP dollars

---

25 Source: Food Bank of Larimer County. The USDA defines food insecurity as a household-level economic and social condition of limited or uncertain access to adequate food.

26 What do these mean? Metrics for this Big Move are still in development. Using data about who receives assistance for paying for food through the Supplemental Nutrition Assistance Program (SNAP) helps us understand whom is food insecure in our community.
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</thead>
<tbody>
<tr>
<td>LAHF1</td>
<td>Promote local food through education</td>
<td>CRC</td>
<td>$</td>
<td>⬤</td>
<td>⬤</td>
<td>⬤</td>
</tr>
<tr>
<td>LAHF2</td>
<td>Decrease barriers for home gardening, residential farming, and small, sustainable farming operations</td>
<td>CRC</td>
<td>$</td>
<td>⬤</td>
<td>⬤</td>
<td>⬤</td>
</tr>
<tr>
<td>LAHF3</td>
<td>Explore mechanisms to incentive partnerships between government, nonprofits, and private enterprises that increase access to local, affordable, and healthy food</td>
<td>CRC</td>
<td>$</td>
<td>⬤</td>
<td>⬤</td>
<td>⬤</td>
</tr>
<tr>
<td>LAHF4</td>
<td>Increase access to affordable CSAs (community supported agriculture subscriptions)</td>
<td>CRC</td>
<td>$</td>
<td>⬤</td>
<td>⬤</td>
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</tr>
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</table>

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GHG IMPACT

[Diagram of GHG impact ratings: ⬤ = HIGH, ⬤ = MED, ⬤ = LOW]
Having a healthy economy and jobs is essential to enabling us to care for our families/community while improving Our Climate Future.

BIG MOVE 9

HEALTHY LOCAL ECONOMY AND JOBS
The community supports a healthy innovative local economy with new opportunities for all people and businesses to thrive.

CHRISTIAN connected with college students.

“To me, OCF means that we are moving forward in the right direction. The effects of climate change are already being felt around the world- and especially in Colorado. Truly, lives, economies, and ecosystems hang in the balance. We must work diligently, together, to overcome today and tomorrow’s challenges.”
Supporting the creation of jobs and a healthy economy is something our community has been co-creating for decades. Along with hundreds of businesses, both local and international, our diverse economy has become known as a place of innovation. With innovation so deeply embedded in our DNA, Fort Collins can and has supported businesses from start up to established who are creating solutions that act on climate change locally and globally - solutions such as job training and development in renewable energy, energy efficiency, and transformation of waste into resources, and solutions that shift to more sustainable operations that save businesses time and money while positioning them to be successful in a world that increasingly favors sustainable business. Finally, creating more high paying jobs locally that work to solve these critical issues ensures more people that work in Fort Collins are able to live here instead of commuting from other communities and increasing transportation emissions. You can get started by shopping locally for yourself or your business. Check out other actions listed in the Our Climate Future Action Guide.

Tracking progress on this Big Move: 27
- Unemployment Rate
- Business Establishments per Capita
- Net of jobs created overall per year in Fort Collins
- Number of businesses as lead or support partners of Next Moves
- % of total jobs created that are in environmental sustainability sectors

27 What do these mean? Staff will track numbers of Fort Collins residents who are unemployed, how many businesses are in Fort Collins compared to total population, and the net number of new jobs created each year to understand the health of Fort Collins’ economy. The number of businesses as partners on Next Moves and the percent of new jobs that are in environmental sustainability sectors will give us a more specific lens for the economy and Our Climate Future.
### BIG MOVE 9 HEALTHY LOCAL ECONOMY AND JOBS

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<tr>
<th>NM#</th>
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<tbody>
<tr>
<td>HLEJ1</td>
<td>Explore opportunities and best practices for multilingual businesses and workforce development programs</td>
<td>CRC</td>
<td>$</td>
<td>●</td>
<td>●</td>
<td>●</td>
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<tr>
<td>HLEJ2</td>
<td>Support small businesses and workforce development in times of crisis</td>
<td>CRC</td>
<td>$</td>
<td>●</td>
<td>●</td>
<td>●</td>
</tr>
<tr>
<td>HLEJ3</td>
<td>Update the Economic Health Strategic Plan to adapt to rapidly changing economic conditions</td>
<td>CRC</td>
<td>$</td>
<td>●</td>
<td>●</td>
<td>●</td>
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<tr>
<td>HLEJ4</td>
<td>Reimagine a sustainable business recognition program</td>
<td>SLCP</td>
<td>$</td>
<td>●</td>
<td>●</td>
<td>●</td>
</tr>
<tr>
<td>HLEJ5</td>
<td>Support small businesses and workforce in times of stability</td>
<td>SLCP</td>
<td>$</td>
<td>●</td>
<td>●</td>
<td>●</td>
</tr>
<tr>
<td>HLEJ6</td>
<td>Explore policies and incentives for more local green jobs</td>
<td>RE</td>
<td>$</td>
<td>●</td>
<td>●</td>
<td>●</td>
</tr>
</tbody>
</table>

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**OUR ECONOMY AND CLIMATE CHANGE**

Without a healthy economy there can be no ambitious climate action and without ambitious climate action locally and globally, we will be hard pressed to have a healthy economy. Both are essential to the future we want in Fort Collins. That is why our community needs to partner with our innovative, creative businesses to help lead the way by turning the challenges of climate change into business opportunities. The economy of tomorrow will inevitably embed the risks, challenges and opportunities of climate change into how it functions and is already doing so. If Fort Collins is going to rise to the opportunity and challenges of climate change, collaborating with our businesses will be essential to developing solutions.
"I think a circular economy is vital to the overall process of waste and consumption moving forward. If we invest in these technologies and platforms, we can seriously put NoCo ahead of many US states."

BIG MOVE 10

ZERO WASTE ECONOMY

Business, industry, institutions, and government collaborate to recirculate resources and eliminate waste.

Creating a zero waste or “circular” economy is about rethinking systems so the materials used in processes, products, and projects are used thoughtfully, are long-lasting, and have somewhere to go when they are no longer needed. Every year Fort Collins generates over 200,000 tons of materials like asphalt, concrete, wood, soil, and other materials from industrial activities and a little over one-third of that ends up in the landfill. When these materials can instead be recycled or used by another local or regional business, companies save money and avoid using new materials. By closing loops closer to home, businesses can increase resilience to supply chain disruptions and reduce environmental impacts. Keeping materials in circulation can also create new jobs in our region as remanufacturing, renovating, and recycling are often labor-intensive professions. Creating a Zero Waste Economy will change our systems as much as our perceptions about the value of materials, perhaps even making the term “waste” feel old fashioned. Your industry or institution can get started by using Recycle Colorado’s material exchange platform. Check out other actions listed in the Our Climate Future Action Guide.

Tracking progress on this Big Move: % increase in value retained in economy instead of lost

29 What does this mean? City staff will develop a new metric that estimates the dollar value of industrial materials retained in the economy instead of lost. This will be a challenging metric to develop but if successful will help make the business case for our local circular economy.
WHAT IS THE CIRCULAR ECONOMY?

The circular economy is a way of changing how our economic system works (i.e. extracting raw materials, processing, manufacturing, consumer use, and then landfilling) to a new lower-impact system that connects “waste” materials back to the start of the chain to be used as inputs again (proving they weren’t waste at all!) If that sounds similar to recycling, it is! But with a few key differences. The circular economy seeks to preserve the value of materials as much as possible, making a much stronger business case for reusing materials instead of landfilling. This typically requires innovation in how things are manufactured, for example, using higher quality materials so that they hold up to the recycling process or designing products to be easily taken apart. The circular economy also thrives on partnerships and platforms (like the “digital marketplace for waste” strategy shown in the table below) that help get one industry’s by-product into the hands of another industry’s production process. An example is coffee chains partnering with mushroom producers who can use the spent coffee grains as a growing substrate. The circular economy will be an area where Fort Collins’ history of innovation can serve our business community and our climate action and waste goals!

BIG MOVE 10 ZERO WASTE ECONOMY

<table>
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<tr>
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<tbody>
<tr>
<td>ZWE1</td>
<td>Support work on a digital marketplace for industrial waste</td>
<td>ZWN</td>
<td>$</td>
<td>●</td>
<td>●</td>
<td>●</td>
</tr>
<tr>
<td>ZWE2</td>
<td>Continue to explore ways to further reuse and recycle soil from City projects</td>
<td></td>
<td>$</td>
<td>●</td>
<td>●</td>
<td>●</td>
</tr>
<tr>
<td>ZWE3</td>
<td>Explore waste-to-energy and other tier 3 Regional Wasteshed strategies</td>
<td>CRC</td>
<td>$$$</td>
<td>●</td>
<td>●</td>
<td>●</td>
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<tr>
<td>ZWE4</td>
<td>Prioritize retaining and improving existing buildings</td>
<td>CRC</td>
<td>$</td>
<td>●</td>
<td>●</td>
<td>●</td>
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<tr>
<td>ZWE5</td>
<td>Establish or support materials reuse facilities</td>
<td>EEFB</td>
<td>$</td>
<td>●</td>
<td>●</td>
<td>●</td>
</tr>
<tr>
<td>ZWE6</td>
<td>Explore prefabricated or modular construction opportunities</td>
<td>EEFB</td>
<td>$</td>
<td>●</td>
<td>●</td>
<td>●</td>
</tr>
<tr>
<td>ZWE7</td>
<td>Require recycled/recyclable construction materials in city projects</td>
<td>EEFB</td>
<td>$</td>
<td>●</td>
<td>●</td>
<td>●</td>
</tr>
<tr>
<td>ZWE8</td>
<td>Establish a dedicated innovation platform for the circular economy</td>
<td>HLEJ</td>
<td>$$</td>
<td>●</td>
<td>●</td>
<td>●</td>
</tr>
<tr>
<td>ZWE9</td>
<td>Require circular and affordable land use development</td>
<td>HAH</td>
<td>$$$</td>
<td>●</td>
<td>●</td>
<td>●</td>
</tr>
<tr>
<td>NM#</td>
<td>NEXT MOVES</td>
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<tr>
<td>ZWE10</td>
<td>Build a reuse-focused innovation hub</td>
<td>SLCP</td>
<td>$</td>
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<tr>
<td>ZWE11</td>
<td>Explore reuse partnerships for exclusive salvage rights of reusable materials from transfer stations with local partners</td>
<td>SLCP</td>
<td>$</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>ZWE12</td>
<td>Expand construction and demolition waste ordinance</td>
<td>ZWN</td>
<td>$</td>
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</table>

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- = HIGH  ○ = MED  ● = LOW

GHG IMPACTS  WASTE IMPACTS
BREATHE BETTER

“Natural spaces and healthy ecosystems are a place I like to go for peace. Having access to these things is very important to me, and can offer many benefits to others.”

BIG MOVE 11

HEALTHY NATURAL SPACES
We are all stewards of healthy natural spaces and honor the deep and historical human connection to this land.

Fort Collins is loved for its natural spaces. Spending time outside has valuable physical and mental health benefits for everyone, and nature has particular significance for people who identify as Native or Indigenous and have a long history of stewardship of the land as a way of life. For thousands of years, many Indigenous peoples lived in this area and cultivated a deep culture and tradition of relationship to the land, and some of our community members still honor those traditions.

Conserved lands at the local level can support species’ habitats and travel corridors that would otherwise be disconnected by urban development while sequestering carbon. To maintain and enhance this vital part of the city, we all can take responsibility for ensuring that as the city’s landscape becomes increasingly developed, we are maintaining healthy landscapes and implementing nature-based solutions to address a changing environment. By nurturing diverse ecosystems that range in size from front yards to large spans of open space, we all can more easily connect to nature where we live, work, and play, while supporting the wildlife that also call this region home. **You can get started by adding pollinator friendly plants to landscaping or flowerpots at your home or business. Check out other actions listed in the Our Climate Future Action Guide.**
Tracking progress on this Big Move:

- Percent of residents within a 10-minute walk of a park or natural area
- Water quality of Horsetooth Reservoir and Poudre River
- Water savings
- Acres actively managed to improve plant and wildlife habitat
- Tree replacement rate and percent canopy coverage (in development)

ISABEL is connected to the LGBTQIA+ and college community, as well as people under 29.

“The protection of natural spaces is greatly important to the young people of our community because we deserve to have the same access to healthy environments as the generations before us. As climate change continues to damage the natural world around us, partnerships between the City government and the Fort Collins community will become increasingly necessary to manage these issues. As a member of the LGBTQIA+ community, I also believe it is important to ensure that each of us- no matter who we are- have abundant access to safe, vibrant environments.”

**What do these mean?** These metrics help us understand both human connection to the land and the health of the city’s ecosystems. Active management is the restoration of land for native vegetation and high-quality wildlife habitat.
### BIG MOVE 11 HEALTHY NATURAL SPACES

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<tr>
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<tbody>
<tr>
<td>HNS1*</td>
<td>Explore partnerships for habitat management and education for wildfire mitigation</td>
<td>CRC</td>
<td>$</td>
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<tr>
<td>HNS2*</td>
<td>Pursue habitat protections in the case of oil and gas development within natural areas and/or in close proximity to natural habitat features</td>
<td>CRC</td>
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<tr>
<td>HNS3*</td>
<td>Protect and expand natural habitats as growth occurs</td>
<td>HAH</td>
<td>$$</td>
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<tr>
<td>HNS4</td>
<td>Begin development of an Urban Forest Strategic Plan in support of maintaining a healthy and resilient tree canopy on public and private lands</td>
<td>CRC</td>
<td>$</td>
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<td></td>
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<tr>
<td>HNS5*</td>
<td>Establish recovery plans for natural areas impacted by disasters</td>
<td>CRC</td>
<td>$$</td>
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<tr>
<td>HNS6*</td>
<td>Explore opportunities for the City to recognize historical BIPOC connections to the land, especially indigenous connections, and explore ways to support BIPOC-led efforts around land</td>
<td>SLCP</td>
<td>$</td>
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**GHG IMPACT**

- **HIGH**
- **MED**
- **LOW**
“Electricity is another major source of GHG emissions in Ft. Collins and elsewhere. I’m most concerned about meeting our 2030 goal to set an example for the rest of the state, country, and world.”

BIG MOVE 12

100% RENEWABLE ENERGY

Everyone in the community receives affordable and reliable 100% renewable electricity, including from local sources.

JOHN

connected with youth and young students.

“Renewable energy makes economic as well as ecological sense. Now is the time to transition to clean, green energy sources.”
Electricity powers our lives, local economy, homes, and businesses and comprises nearly 50% of current community carbon emissions.\(^{31}\) This Big Move envisions a future electric system very different from the legacy systems in use for nearly 100 years. Solar panels, wind turbines, batteries will support an interconnected system across many states. Individual homes and businesses will be able to choose to provide some of their energy directly. Our buildings and electric vehicles will become part of the system, adjusting use up or down to help align the demand with the supply. This is one area of action that will include substantial technological innovation while also being paired with meeting daily needs.

Critically, this evolution needs to ensure that electricity remains an affordable and accessible to everyone in Fort Collins. This new electric system also needs to remain reliable as it relies on dynamic sources and the likelihood of more frequent weather-driven extreme events due to climate change.

Fort Collins has traditionally been served by coal power plants and long-established hydro-electric sources. Fort Collins Utilities is a municipally-owned electric utility and a part owner with three other cities of Platte River Power Authority, giving us substantial influence and control over electricity supply options. Currently, non-fossil resources account for over 50% of our electricity sources, resulting in a sharp decrease in emissions from previous years.

In October 2018, City Council adopted a goal of 100% Renewable Electricity by 2030. Months later, Platte River Power Authority adopted a Resource Diversification Policy which includes a target of 100% non-carbon resources by 2030.

Looking out towards electricity emissions in 2030, Platte River has announced a new 150-megawatt solar project to be online by 2024, that Rawhide Unit 1 coal generator will be closed by 2030 and their Integrated Resources Plan calls for 90% non-carbon sources by 2030. Since electricity makes up about half of Fort Collins’ community inventory, these commitments will have an immense contribution towards reducing emissions.

You can get started by learning more about renewable energy options from City of Fort Collins Utilities, including a subscription to 100% renewable energy, purchase renewable energy to power your business, or explore generating your own electricity (i.e. adding solar panels to your roof). Check out other actions listed in the Our Climate Future Action Guide.

The 100% renewable electricity big move means:

- Working with Platte River to increase utility scale renewable electricity sources;
- Continuing to expand the capacity of local solar and battery storage, and
- Deploying new capabilities and strategies to support variable renewable energy resources with responsive homes, businesses, and electric vehicles.

**Tracking progress on this Big Move:**\(^{32}\)

- Annual percentage of renewable electricity;
- Annual percentage of local renewable electricity;
- Annual reliability metrics, and
- Electricity cost burden (in development)

\(^{31}\) Source: Fort Collins 2019 Community Carbon Inventory.

\(^{32}\) **What does that mean?** City staff will track the percent of our community’s electricity use that is from renewable sources (e.g., solar and wind) and will specifically pull out the percent that is generated from sources within Fort Collins (e.g., rooftop solar). The reliability metrics are tracking on an ongoing rolling basis by the Light & Power Utility and regularly reported to the Energy Board and Senior Management.
BIG MOVE 12 RENEWABLE ELECTRICITY

<table>
<thead>
<tr>
<th>NM#</th>
<th>NEXT MOVES</th>
<th>CONNECTIONS</th>
<th>INVESTMENT</th>
<th>EQUITY</th>
<th>MITIGATION</th>
<th>RESILIENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>RE1</td>
<td>Explore new community solar options</td>
<td>CRC</td>
<td>$$$</td>
<td>●</td>
<td>●</td>
<td>●</td>
</tr>
<tr>
<td>RE2</td>
<td>Increase utility scale renewable generation by Platte River Power Authority</td>
<td>CRC</td>
<td>$$$</td>
<td>●</td>
<td>●</td>
<td>●</td>
</tr>
<tr>
<td>RE3</td>
<td>Continue to implement battery storage programs</td>
<td>EEFB</td>
<td>$$$</td>
<td>●</td>
<td>●</td>
<td>●</td>
</tr>
<tr>
<td>RE4</td>
<td>Continue to implement distributed solar programs</td>
<td>EEFB</td>
<td>$$$</td>
<td>●</td>
<td>●</td>
<td>●</td>
</tr>
<tr>
<td>RE5</td>
<td>Develop systems to implement shared solar solutions</td>
<td>EEFB</td>
<td>$</td>
<td>●</td>
<td>●</td>
<td>●</td>
</tr>
<tr>
<td>RE6</td>
<td>Explore options for renewable energy for low-income households</td>
<td>HAH</td>
<td>$$</td>
<td>●</td>
<td>●</td>
<td>●</td>
</tr>
<tr>
<td>RE7</td>
<td>Include distributed energy resources in the next Integrated Resources Plan with Platte River</td>
<td>CRC</td>
<td>$</td>
<td>●</td>
<td>●</td>
<td>●</td>
</tr>
</tbody>
</table>

Shaded items are included in the Tactical Plan 2021/2022 and are currently being implemented. * = Inspired by the community

ELECTRICITY PRICING

The pricing of electrical energy should strive to balance the following principles:

- Reflect the short-term and long-term costs, both direct and indirect, of generating and delivering electricity
- Demonstrate equity and fairness by distributing costs over the customer base in proportion to the cost of service
- Consider both per unit costs (rates) and total bills in comparisons of competitiveness and affordability
- Promote efficiency and conservation with meaningful price signals
- Set a clear, transparent, long-term direction for electric rates with gradual changes
- Develop rates in the context of long-term asset planning, fixed cost recovery and financial stability
Cleaner air will improve my health. Fewer carbon emissions will improve prospects for my children’s future.

BIG MOVE 13

ELECTRIC CARS AND FLEETS
Residents can afford and use electric cars, including shared electric cars, and conventional fleets are converted to electric.

Though Our Climate Future imagines a future with less dependence on cars, single occupancy vehicles and cars will undoubtedly still play a role in getting us around, such as in times of emergencies. In line with market shifts and our priorities of equity and climate action, over the next several years, those cars will continue to transition to be electric, rely on renewable electricity, and be easy to connect to community charging infrastructure. Electric cars can be made more affordable for private purchase through business, City, State, or Federal incentives. Car use can also become a more frequently shared experience, such as through carpools or a shared neighborhood electric car. This will be even more possible when most of our daily transportation needs can be met through transit, biking, or walking. Commercial and municipal fleets, such as trucks, buses, and business-related vehicles, will also continue a transition to electric, improving local air quality, reducing noise, and improving our health. To get started, consider replacing your existing gas or diesel vehicle with an electric car at your home or business or consider an electric vehicle car sharing option. Check out other actions listed in the Our Climate Future Action Guide.

Tracking progress on this Big Move:33
• Percent of community (residents and business) fleet that is emissions free
• Miles per gallon equivalence (MPGe) efficiency

33 What do these mean? Our community fleet, made up of personal and businesses vehicles, can be broken out by type, so we can track what percent of personal and business vehicles are electric. An interim step in transitioning to electric vehicles is increased miles per gallon efficiency, meaning cars can travel farther on the same amount of gas and therefore create less emissions.
OZONE NON-ATTAINMENT

Ozone levels measured in Fort Collins, and along much of the northern Front Range, are higher than federal health-based standards set by the Environmental Protection Agency. Locally, transportation sources are one of the largest contributors to ozone causing pollutants. Reductions in transportation emissions can both lower greenhouse gas emissions and improve ozone.

BIG MOVE 13 ELECTRIC CARS AND FLEETS

<table>
<thead>
<tr>
<th>NM#</th>
<th>NEXT MOVES</th>
<th>CONNECTIONS</th>
<th>INVESTMENT</th>
<th>EQUITY</th>
<th>MITIGATION</th>
<th>RESILIENCE</th>
</tr>
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<tbody>
<tr>
<td>ECF1</td>
<td>Assess community needs for electric vehicle infrastructure programs</td>
<td>RE</td>
<td>$</td>
<td>⚫</td>
<td>⚫</td>
<td>⚫</td>
</tr>
<tr>
<td>ECF2</td>
<td>Transition to emissions-free public transit</td>
<td>CTC</td>
<td>$</td>
<td>⚫</td>
<td>⚫</td>
<td>⚫</td>
</tr>
<tr>
<td>ECF3</td>
<td>Support market driven adoption of electric cars</td>
<td>CRC</td>
<td>$$$</td>
<td>⚫</td>
<td>⚫</td>
<td>⚫</td>
</tr>
<tr>
<td>ECF4</td>
<td>Encourage EVs for ride-hailing</td>
<td>CTC</td>
<td>$</td>
<td>⚫</td>
<td>⚫</td>
<td>⚫</td>
</tr>
<tr>
<td>ECF5</td>
<td>Encourage EV car shares supporting low-income areas</td>
<td>LWPN</td>
<td>$$$</td>
<td>⚫</td>
<td>⚫</td>
<td>⚫</td>
</tr>
</tbody>
</table>

Shaded items are included in the Tactical Plan 2021/2022 and are currently being implemented. * = Inspired by the community

GHG IMPACT

= HIGH  = MED  = LOW
CONCLUSION

When we set out to write this plan, we wanted to create a document people would want to read where they could see themselves and their daily lives. We hoped some would read the plan and say “I can help with that” or “my business could take that action” or “my organization could lead that.” The feedback on our first draft showed us where we had succeeded and where we still had room for improvement. For example, we heard that people liked our invitation to get involved but then felt like many of the actions still felt very focused on “the City.” We took that feedback and created the Our Climate Future Action Guide as a first step to closing that gap and we recognize the even greater opportunity is to double down on our relationship building so when we review the plan in 2023, new partners will join us in the process and tell us what new or revised strategies they plan to lead or support.

We also heard people say they were worried we might be leaving behind the technical solutions in favor of working more closely with the community or shifting from our history of ambitious carbon mitigation in favor of adapting to climate change. The Our Climate Future plan is clear – this is not a binary choice. We will need technical solutions that support our community priorities. We will need to continue acting ambitiously and urgently to reduce carbon emissions and will need to make our community resilient to changes already occurring. This plan shows how our work will address many fronts, just as you told us that a carbon neutral, 100% renewable, and zero waste Fort Collins looks like many different priorities – from housing to local food to solar panels. Ultimately, Our Climate Future will succeed because of all of us taking action.

While Our Climate Future is broad and intersectional in its approach, there remain open questions and areas to explore more deeply, from green infrastructure to urban tree canopy, and parts of the community that we haven’t yet engaged. Our Climate Future is not a plan that will be stale only a few years after its inception, but rather a living plan of action that we will have the honor of calibrating every two years to stay on track. In the meantime, remember this plan is about you. Get in touch with us or other environmental leaders in our community to find your place of action or leadership in Our Climate Future.
GLOSSARY OF TERMS

**Affordable Housing** - Housing that has a sales price or rental amount that is within the means of a household with moderate income (80% AMI) or less. In the case of dwelling units for sale, housing that is affordable means housing in which principal, interest, taxes, homeowners' association dues and insurance constitute no more than 38 percent of the gross household income. In the case of dwelling units for rent, housing that is affordable means housing for which the rent, heat, and utilities other than telephone constitute no more than 30 percent of the gross annual household income. The rent or sale price must be affordable to households making no more than 80 percent area median income. The unit must be affordable for a period of not less than 20 years.

**Adaptation** - The process of adjustment to actual or expected climate and its effects. In human systems, adaptation seeks to moderate harm or exploit beneficial opportunities. In natural systems, human intervention may facilitate adjustment to expected climate and its effects. IPCC, 2021.

**Big Barrier** - Community-identified barriers to reaching an equitable carbon neutral Fort Collins.

**Big Move** - Transformational outcomes which connect our specific goals for climate, energy and waste with the community’s definition of a sustainable Fort Collins.

**BIPOC** - A term that refers to Black, Indigenous, and People of Color.

**Circular Economy** - An alternative economic system that keeps materials cycling in a loop to avoid unnecessary natural resource extraction and to preserve the value of materials that would otherwise be landfilled.

**Community Partner** - A community organization that engaged a historically underrepresented community on behalf of Our Climate Future and provided strategic guidance to the planning process.

**Community Priority** - A topic that the Fort Collins community identified as crucial to achieving an equitable carbon neutral Fort Collins.

**Carbon Neutral** - Refers to a community with net zero greenhouse gas emission, meaning that the community has reduced its greenhouse gas emissions as much as possible and then over-generates renewable energy or invests in carbon offsets to achieve net zero emissions. Or “Having achieved a state in which the net amount of carbon dioxide or other carbon compounds emitted into the atmosphere is reduced to zero because it is balanced by actions to reduce or offset these emissions.”

**Carbon Mitigation** - Reducing climate change, by reducing emissions and stabilizing the levels of greenhouse gases in the atmosphere, through actions like replacing coal-generated electricity with renewable sources or enhancing systems that accumulate and store greenhouse gases, like forests and soil.

**Critical Path** - A small set of strategies that must happen in order to achieve our goals (see related “Flexible Portfolio”)

**Energy Efficiency** - Reducing the energy use or intensity to provide a service, without reducing the quality of the service (e.g. more efficient appliances, light bulbs or home insulation)

**Equity** - Designing programs, policies, and systems to ensure identity is not a predictor of outcomes.

**Equality** - Designing programs, policies, and systems that treat everyone the same.

**Flexible Portfolio** - A large set of strategies that will help us achieve our goals but for which multiple alternatives exist (see also “Critical Path”)

**Greenhouse Gas (GHG)** - A type of gas that traps heat in the atmosphere due to its molecular structure. Carbon dioxide, methane, nitrous oxide, and sulfur hexafluoride are examples of greenhouse gases. Though GHGs are naturally occurring, most of the time when we refer to them, we mean anthropogenic GHGs, or GHGs that are produced because of human activities.

**Historically Underrepresented Group** - A group that has historically not been represented in planning processes, other local government processes, or in other systems and institutions.
Identity – The unique things that make us who we are, including personality and physical traits, sexual preferences, gender, where we grew up, the historical, political, and social context around us, family dynamics, and more.

Indicator – A trend or fact that functions as a proxy or representation of something else. For example, the presence of certain species can be an indicator of overall health of the river.

Institutional Racism - Policies, practices, and programs that, most often unintentionally and unconsciously, work to the benefit of white people and to the detriment of people of color.

Language Justice – Language justice is a powerful tool for social change, connecting people and movements across language barriers and ensuring all voices are heard. Fundamentally, we believe that everyone has a right to express themselves in their languages, to understand and to be understood. Language justice is a commitment to creating spaces where no one language dominates over any other and to building cross-language communication over the long haul.

Metric – A standard way of measuring something. The metrics in this plan are listed under “tracking progress on this Big Move” and in Appendix III.

Metric ton CO2e – Metric tons of carbon dioxide equivalent, where the global warming potential of other greenhouse gases are converted into a carbon dioxide equivalent and summed. Fort Collins considers the contribution of methane, nitrous oxide, and sulfur hexafluoride as well as carbon dioxide.

Next Move - Specific strategies and tactics that lead to transformational outcomes of the Big Moves

Plan Ambassador – A community member that engaged a historically underrepresented group on behalf of Our Climate Future and provided strategic guidance to the planning process.

Recoverable Waste – The amount of waste that can be diverted from the landfill because systems are in place at the community scale to recover and recycle it.

Renewable electricity - includes non-fossil fuel sources, such as electricity derived from wind solar, hydroelectricity and geothermal sources and other means that may become available that do not add greenhouse gases to the atmosphere.

Resilience - The capacity to prepare our human and natural systems to respond and adapt to changes and disruptions of various scales that affect our ability to thrive.

Sharing Economy – An alternative economic system in which people choose to share consumer goods they won’t often use instead of buying them.

Structural Racism - The various policies, practices, and programs of differing institutions within a community that can lead to adverse outcomes for communities of color compared to white communities.

Zero Waste – The state in which all materials are reduced, reused, or recycled so that zero waste goes to the landfill.

APPENDICES

I. Equity
II. Resilience
III. Metrics and Measurement
IV. Our Climate Future Staff Teams and Members

COMPANION DOCUMENTS

I. Our Climate Future Two-year Tactical Plan (2021-2022)
II. Our Climate Future Action Guide
III. Our Climate Future Systems Map
Appendix I: Equity

This Appendix provides more details on Our Climate Future’s equity-centered engagement process, and shares lessons learned to date in support of City Council’s adopted City Strategic Plan Objective Neighborhood Livability & Social Health 1.4: Advance equity for all, leading with race, so that a person’s identity or identities is not a predictor of outcomes. At the beginning of the Our Climate Future process we set a goal to create a future where everyone benefits from a carbon neutral Fort Collins. To do this we invested in an equity-centered approach that engaged community members who have historically been left out of community conversations about climate, energy and waste. This Appendix shares what we learned along that journey.

Overview
We know that not everyone has the same experience living in Fort Collins, and today, identity is a predictor of one’s outcomes – whether that is related to home ownership, neighborhood safety, mental health concerns, utility cost burden, and ease of traveling by public transit. From an everyday perspective, we need to acknowledge that our Black, Indigenous, and People of Color (BIPOC) communities and our historically underrepresented groups may not feel as safe, as heard, or as cared for as others in our community. As highlighted in the Existing Conditions Assessment, these inequities are exacerbated by climate change, where our current systems leave Black, Indigenous, People of Color and other historically underrepresented populations more susceptible to climate change impacts. The call out box on the next page identifies the groups considered “historically underrepresented” in the context of Our Climate Future with the recognition that it is not exhaustive.

We designed Our Climate Future with the goal of equitable solutions that address a spectrum of needs within our community. Leading with race means we recognize that the most disparate outcomes in our country follow racial lines, and Fort Collins is no exception to this. An emphasis on racial disparities is a starting place for inclusion as we expand outward, bringing in all marginalized populations and all parts of our community. This approach is intentional about addressing barriers and designing solutions that work for those most impacted, while also ensuring all community members can benefit, participate, and influence outcomes. This appendix highlights in detail how we have centered equity and lead with race in our process and what our key learnings are that we will apply moving forward in implementation.

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1 Check out the Equity Indicators dashboard for more information – anticipated release later in 2021.

2 See for example, this article about vulnerabilities to wildfire, the Fourth National Climate Assessment, which illustrates how climate change exacerbates existing vulnerabilities - especially in low-income communities, communities of color and other vulnerable populations.
What does “Equity” mean?

Equity is often confused with equality, but they are not the same (see definitions in the call out box). Equality means treating everyone the same, which is not enough to ensure everyone is able to fairly reach the same beneficial outcomes and quality of life because of the documented historic and present-day inequities that exist in American systems. In contrast, the work of equity is to understand those historical and present-day negative impacts and then work to change systems so that people’s identities do not predict their outcomes in life.

What does “Centering in Equity, Leading with Race” mean?

- Identifying which communities have been intentionally or unintentionally excluded from processes historically or even currently;
- Working to rebuild trust and make things accessible so that those communities want to participate and feel their perspectives are valued and a true, significant part of the decision-making process;
- Integrating historically underrepresented voices, leadership, knowledge, and skills into planning and implementation, and
- Developing and evaluating strategies using an equity lens.

A best practice in equity work is to start by focusing on improving race-based outcomes because, in the United States, racial inequity is the most pervasive form of inequity regardless of where one lives. Focusing on racial equity provides the opportunity to bring forward a framework, tools and resources that help address inequities associated with other marginalized identities.

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### Equity vs. Equality

Equity: Designing programs, policies, and systems to ensure identity is not a predictor of outcomes

Equality: Designing programs, policies, and systems that treat everyone the same

### What is a Historically Underrepresented Group?

Leading with equity in process means asking who is most impacted by a decision and has historically had the least influence. For Our Climate Future, historically underrepresented groups include, but are not limited to:

- Communities of Color
- Community members under age 29
- DACA Students
- LGBTQIA+ Communities
- Local Indigenous Communities
- Migrant Communities
- Communities of Disability
- Veterans
- Religious minorities
- People experiencing homelessness
- People living in manufactured homes
- Commuter community
- Low-income communities
- Small businesses

These identities often overlap and intersect. We recognize that many people are a part of multiple groups.
I. Our Climate Future Equity-Centered Engagement Process

In the design of Our Climate Future engagement, we worked to make the engagement process equitable and accessible for all, producing a set of goals and strategies to achieve equitable outcomes that address specific needs within our community, while also working towards our environmental goals.

Here are the ways we added an equity lens to the Our Climate Future process:

- **Phase I (Understanding Community Priorities):** We designed the first phase to understand resident and business priorities and barriers to a sustainable future. This helped ensure alignment of the updates to the Climate Action Plan, Energy Policy, and Road to Zero Waste plan with community need.
  - **Equity Lens:** By starting the planning process asking people about their needs, barriers, and priorities to sustainability, community members were able to voice inequities and challenges preventing them from engaging in sustainability and achieving the outcomes they want living in Fort Collins. For additional details about equitable engagement in the first part of the Our Climate Future project, please see: Our Climate Future: Understanding Our Community – a 31-page detailed report on OCF Phase I.

- **Phase II (Strategic Planning):** We designed our second phase around brainstorming solutions to:
  - Achieve community priorities and overcome barriers identified in Phase I.
  - Simultaneously achieve community environmental goals.
  - The community generated hundreds of ideas that were evaluated to understand the equity, climate resilience, and greenhouse gas and waste mitigation potential of each idea.
    - **Equity Lens:** Because strategic planning focused on the priorities and barriers identified in Phase I, we were able to identify solutions that begin addressing inequities and solving environmental challenges. Members of historically underrepresented groups provided feedback on the major strategies that came out of Phase II (Big Moves) which helped us refine wording for inclusion in the plan.

- **Phase III (Plan Writing, Release, and Adoption):** We designed the third phase of our planning process to allow time for the community to provide input on the draft plan before seeking Council adoption. The coronavirus pandemic caused a delay in implementing Phase II and resulted in a shorter than anticipated Phase III. The result was a briefer than planned final feedback and engagement process. While we acknowledge this as a gap, ongoing and close communication with Plan Ambassadors and Community Partners has provided rich feedback on the final plan and we see an opportunity to spend significant time designing implementation of the Our Climate Future plan in partnership with local historically underrepresented leaders to ensure the implementation of the plan stays true to “equity for all, leading with race.”
  - **Equity Lens:** Community Partners and Plan Ambassadors who have strong relationships with historically underrepresented groups, both edited and co-wrote many sections of the plan which was a positive step towards co-creating an equitable final plan. An opportunity for improvement would be to reserve additional time for dialogue with historically underrepresented groups as was done in the first phases of the plan.
Looking ahead, the update cycle for Our Climate Future will refresh the plan’s strategies in light of new information and community input, including from historically underrepresented groups, every two years. Ideally, this means that our strategies will become more equitable over time as we strengthen trust, grow partnerships, and move along our equity learning journey as a City organization and community.

II. Our Climate Future Tactics

Stakeholder Mapping
Fort Collins is made up of diverse stakeholders with different levels of interest, influence, and power. Each is impacted differently relative to climate change and environmental policy. To begin to understand how to center our engagement process in equity, we identified stakeholders and placed each within one of four quadrants of a stakeholder map based on their perceived level of historical influence in City environmental planning processes crossed with their perceived level of future impact from climate change and city environmental policy. The mapping process identified a group of stakeholders commonly referred to as historically underrepresented groups who were perceived to have the highest potential impact intersected by the lowest historical influence. To ensure the process led with an equity mindset, we designed engagement activities centered on historically underrepresented groups’ needs in addition to traditional broad community engagement.

Going to Where People Are
We implemented several outreach approaches to meet people where they are in the community (at the library, out shopping, etc.) or at other trusted locations to collect input. These and more traditional approaches included pop-up events, 90-minute community conversations, and feedback via web platform.

This process also leveraged community organizations and plan ambassadors to conduct engagement on behalf of the City, recognizing that in some cases trusted organizations or community members are the better messenger:

- **Community partners** are paid organizations who we selected based on criteria of having established relationships and trust with historically underrepresented communities. We selected paid organizations through an application process and welcomed several volunteer partner organizations.
- **Plan Ambassadors** are paid individuals who we selected based on criteria of having established relationships with historically underrepresented groups in Fort Collins. All individuals who were interested could be accepted as volunteers.

9 Weeks of Virtual Engagement and Virtual Idea Board
The COVID environment offered both opportunities and challenges. We were forced to adapt to the realities of COVID-19 to ensure the safety of participants while building upon the results of Phase I. We developed new tools of remote engagement with nine weeks of virtual strategy brainstorming workshops and deploying a virtual idea board (i.e. online survey), all focused on the identified community priorities and barriers. An advantage of using an online engagement platform was our ability
to create an “on demand” engagement experience. We leveraged the virtual interactive workshops to develop engagement modules where a community member could review and submit feedback in a time and place that worked best for them. Each week, we featured one of the community priorities identified in Phase I. In all, we conducted over 25 virtual workshops on Zoom.

The community, staff, and consultants identified over 700 ideas that were evaluated across a complex set of criteria including, but not limited to: equity, resilience, greenhouse gas/waste reduction potential, and more. The strategies were then aggregated to capture the high-level underlying concepts resulting in 15 transformational outcomes to achieve Our Climate Future, called the “Big Moves.” Following the nine weeks of virtual engagement, we reached out to the community to test wording and the community understanding of the 15 Big Moves.

Online Big Moves Survey
To refine the Big Moves, we posted an online questionnaire for the community to provide input on the draft Big Moves. It asked community members to share what they saw as positive and negative about the Big Moves as well as how the wording could be improved. This input data was analyzed and used to adjust the wording of the Big Moves.

Targeted one-on-one discussions (Cup of CAP)
These discussions, referred to as “Cup of CAP”, focused solely on deeper connections with historically underrepresented community members. The idea originally came from an Our Climate Future Plan Ambassador to share a hot coffee or tea, even if just virtually, with historically underrepresented community members in a one-on-one informal chat to do a deep dive conversation. The purpose of the conversation was to get to know them better, build trust, and hear their feedback on the “Big Moves”. We used Cup of CAP input in conjunction with online survey data to adjust wording of the Big Moves and consolidate from 15 down to 13 Big Moves.

Throughout Our Climate Future Phase I and II engagement, over 1,000 participants representing a wide diversity of racial, ethnic, age, socioeconomic and other demographic backgrounds shared ideas for a sustainable future. The section below shares some of the lessons we learned about equity-centered engagement.

III. Learning Journey of Equity in Our Climate Future
Our Climate Future was our first large-scale community planning process to “center in equity, leading with race” from beginning to end. Using new methods and best practices in engagement, Our Climate Future has documented many successes, as well as many lessons learned. We are committed to learning from past successes and mistakes to continue to deepen our ability to apply an equity lens so all people can be heard and benefit from the outcomes of Our Climate Future.

Building Trust Opens Important Doors
We used tools like the Government Alliance on Race and Equity’s racial equity toolkit to transform engagement practices to focus on establishing better, trusted, and long-lasting relationships with community leaders and community-based organizations. We learned the importance of recognizing historic and current power dynamics within the community.
Community partners and plan ambassadors helped us understand community perspectives about areas of conflict and historical trauma from generations of broken trust between the City and historically underrepresented groups. This led to discussions that begin the journey of repairing past historical harms. Building trust also created more opportunities for co-creation in strategies and decisions within the plan.

**Building Trust Takes Time**

Establishing and/or rebuilding trust with Fort Collins’ BIPOC (Black, Indigenous, and People of Color) and historically underrepresented groups will be a long-term process that cannot be healed with any single engagement process. It will require sustained and authentic trust and relationship building efforts from City leadership and staff for decades to come.

**Alignment is More Important Than Speed**

Sometimes it is better to move slowly to ensure alignment with all parties even if it means pausing, starting over, or completely altering timelines. We are learning to “move at the speed of trust.”

**The City must play a role in breaking down barriers for historically underrepresented groups**

We, as City staff, can help remove barriers to participation in the civic process by listening to understand people’s barriers, providing information to our partners on how City and City Council processes work and how the public can engage, and providing feedback back into the City organization on opportunities for improvement.

**COVID-19 has disproportionately impacted many members of Fort Collins’ BIPOC and historically underrepresented groups**

The coronavirus pandemic disproportionately impacted BIPOC community members, the Disabled Community, the LGBTQIA+ Community, and other historically underrepresented groups. This resulted in increased barriers for these communities to easily engage in Phase II (Strategic planning) and Phase III (Plan writing, release, and adoption) of Our Climate Future. Working with partners through COVID helped us understand how to gauge and respect the current capacity of the community. It also highlighted the need for agility in responding to partner needs, as trust building and relationships are two-way streets.

**Language Matters**

The wording we use to describe our work, whether around the environment, technologies or our equity work needs to be intentional. We learned to avoid jargon and wonky government words and to reflect the words used by our community. We see opportunity to apply this lesson further to refine how we talk about centering equity, leading with race.

**Authentic and ongoing community partnership are necessary to meet goals**

The model of using Plan Ambassadors and Community Partners played a pivotal role in advising our teams on how to design and implement Phase II engagement amid significant barriers posed by COVID-19. Community partnerships will be necessary to achieve Our Climate Future goals because the 2030
targets envision dramatic and substantive change and all parts of the community will need to take action. There is incredible potential to scale efforts ahead if everyone in our community has the capacity to find their own place of leadership.
Appendix II: Resilience

Though Our Climate Future is not intended to be a comprehensive community resilience and adaptation plan, climate resilience has been woven into the plan and will be a core consideration in implementing Next Moves. In the next two years, we have focus on water resources and conservation, air quality, sheltering and integrating climate considerations into City operational and strategic plans. Future calibration cycles (every two years) offer ongoing opportunities to further explore and develop Next Moves related to preparedness, land management and infrastructure, as well as to identify appropriate ways to track progress in becoming more resilient to climate change.

Climate Hazards Facing Fort Collins

Fort Collins is already experiencing the effects of climate change. With rising temperatures, we can expect disruptive events, like wildfires, drought, and floods, to continue to increase, and it’s important that we seek to understand and be prepared for them. It’s likely we will all remember how much COVID-19, wildfires, and poor air quality of 2020 impacted each our lives. Each of these hazards and others have potential to affect us, our families, and our workplaces or businesses in significant ways. Check out the Our Climate Future Action Guide for ideas about how to prepare for climate change impacts, actions that will build on the community-wide resilience work that the City and many other organizations are pursuing.
Resources to learn more about climate change effects in Colorado and the Fort Collins region

There are many resources available to learn more about how Fort Collins and the West is experiencing climate change and how we plan to meet these changes. Here are a few that we suggest starting with:

- Technical Update to the Colorado Water Plan (2019):
  https://cowaterplan.colorado.gov/analysis-and-technical-update

- Future Climate Extremes in Larimer County Report (2016):
  https://www.rockymountainclimate.org/extremes/larimer.htm

- Colorado Climate Change Vulnerability Study (2015):
  https://wwa.colorado.edu/climate/co2015vulnerability/
Appendix III: Metrics and Measurement

Community Carbon Inventory Methodology
The community inventory tracks progress toward Fort Collins' goals to reduce emissions by 20% below 2005 baseline levels by 2020, 80% by 2030, and to be carbon neutral by 2050.

Inventory Purpose
The inventory is an annually updated and continually improved assessment of community emissions in metric tons of carbon dioxide equivalents (MTCO2e). Historically, the City has focused on including emissions in the inventory that occur within City limits, that are within the City’s sphere of influence, and that are within reason to estimate.

The City follows the Global Protocol for Community-Scale Greenhouse Gas Emission Inventories (referred to as the GPC). The GPC can be found here.

Reporting using this protocol is part of our commitment to the Global Covenant of Mayors and allows us to benchmark our inventory with over 10,000 communities globally that use the same protocol.

- The City reports to the GPC at the BASIC level, which covers scope 1 and scope 2 emissions from stationary energy and transportation, as well as scope 1 and scope 3 emissions from waste (see figure below).
- For the 2019 Inventory and moving forward, Industrial Process and Product Use (IPPU) emissions are also included, and these are traditionally reported under the BASIC+ reporting level.
Key Concepts

- **When is the inventory updated?**
  - Staff completes an inventory each year, typically with the new report available the following fall/winter; however, due to varying data availability, this timeline can change depending on the year.

- **What sources of emissions are included in the inventory?**
  - Emissions from electricity use, natural gas use, ground transportation, waste produced, water production and reclamation, and IPPU are included.

- **Which gases are included in the inventory?**
  - Based on the above sources, we include carbon dioxide (CO2), methane (CH4), nitrous oxide (N2O), and fluorinated gases, such as sulfur hexafluoride (SF6).

- **Where does data used in the inventory come from?**
  - Our data sources are Fort Collins Utilities, Xcel Energy, Platte River Power Authority, the Colorado Department of Motor Vehicles, the US Environmental Protection Agency (EPA), and waste haulers in Fort Collins.

- **Has methodology changed since Fort Collins' first inventory?**
  - Yes. Methodology changes are common and a best practice as new data sources emerge or protocols change.

- **When changes are made to a current inventory, do all past years get aligned with that change?**
  - Yes. All changes, including new data sources and adjusted calculations, are backcast to all prior inventories, meaning that when we report progress towards the goals, these are actual changes, not changes due to methodology. When reporting between years, we pull apart what changed from methodology verses unique changes to clearly communicate the difference.

- **What are Industrial Process and Product Use (IPPU) emissions?**
  - IPPU are non-energy emissions created as a byproduct of a manufacturing process or used as an input to a manufacturing process.

Key Terms

- **Activity data**: emissions producing activity (e.g. vehicle miles traveled, electricity consumption, tons of landfilled waste)

- **Emissions factor**: emissions per one unit of activity (e.g. metric tons of CO2 equivalents per landfilled waste)
  - May change year to year (e.g. the electricity emissions factor is based on the blend of fossil and renewable sources present in the electricity mix each year)

- **Impact factor**:\(^1\) impact of greenhouse gas relative to CO2 (e.g., methane = 28 times carbon dioxide); global warming potential
  - Same value year to year (if impact factors are updated with current international standards, staff updates all years to match)
  - Used to calculate carbon dioxide equivalents (CO2e), common units that we can use to compare global warming potential of emitted gasses.
    - Methane (CH4) 100-year time horizon: 28x carbon dioxide

\(^1\) Greenhouse Gas Protocol: [Global Warming Potential Values](#)
Nitrous oxide (N2O) 100-year time horizon: 265x carbon dioxide
Sulfur hexafluoride (SF6) 100-year time horizon: 23,500x carbon dioxide

Resource Areas basic methodology
- **Electricity**: Consumption and losses from Fort Collins Utilities and Xcel Energy (activity data) X Blended rate of coal, natural gas, and non-carbon sources (emissions factor)
- **Natural Gas**: Consumption and losses from Xcel Energy (activity data) X Emissions factor X 100-year time horizon impact of methane and N2O compared to carbon dioxide (impact factor)
- **Transportation**:
  1. Vehicle miles traveled (activity data) X percent fuel type of vehicles in Fort Collins (activity data) = Miles traveled by type of vehicle and fuel type
  2. Miles traveled by type / Miles per gallon = Gallons of each fuel type
  3. Gallons X Emissions factor = MTCO2e
- **Waste**: Tons of waste produced by Fort Collins residents (activity data) X percent of waste type X Emissions factor X Impact factor
- **IPPU**: MTCO2e data pulled directly from the EPA FLIGHT database.
- **Water**: Water emissions involve complicated calculations. Please contact staff or reference the Global Protocol section on Wastewater (page 84) for more information.

Additional resources
- CAP Dashboard
- 2019 Community Carbon Inventory Report
Proposed Our Climate Future Metrics

The following is the full list of proposed metrics included in the Our Climate Future Plan. Staff and community members will continue to identify and refine metrics to ensure that what we are tracking tells us if we are equitably reaching our goals and helping the community be more resilient to climate change impacts.

Equitable metrics and reporting

Our Climate Future’s equitable approach to partnering with community members and organizations, with intentional focus on BIPOC, and historically underrepresented groups also extends to how we develop metrics, measure progress, and summarize results. It’s crucial that we have insight and expertise from outside the City organization and acknowledge that various groups experience Fort Collins in different ways. Identifying the appropriate ways to track progress on goals will be an ongoing process in partnership with community members. Where data exist, we commit to using metrics that are **disaggregated by race and other identities**. This means we’ll look at broad outcomes split out by identities, such as race, ethnicity, ability, and gender identity, that **help us understand disparities**, while acknowledging that for many individuals these identities overlap and intersect. When summarizing results, we will seek reviews from external partners to validate meaning and provide insights into how we can present information in ways that honor community members’ experiences.

Shared Leadership and Community Partnership

- Percent of staff and partners trained in leading with equity for implementation of the Next Moves
- Number of Next Moves and/or tactical projects led by an organization or group external to the City of Fort Collins
- Demographics of staff and community members who are part of OCF implementation (ongoing programs and various next moves)
- Resources allocated in project budgets to achieve equity in process, e.g., language justice and compensation for community members’ time and expertise

Zero Waste Neighborhoods

- % of Fort Collins households and businesses with access to recycling
- % of Fort Collins households and businesses with access to composting
- Number of sharing resources and number of “shares” at those resources

Climate Resilient Community

- Metrics about how we’re preparing for continuing changes to our climate:
  - Number of programs or agencies that support community networks
• Collaboration with regional agencies, including intergovernmental agreements in place
• Number of community, operational plans, and related activities that address resilience through the integration of preparedness, response, and adaptation
• Campaigns or programs that reduce ozone or particulate matter
• Reduced water use
• Community survey results

• Metrics about how we respond and recover from disruptive events will be reported following a disruptive event. For example, a possible metric about how Larimer County responded and recovered from COVID-19 would be the percent of residents receiving vaccinations.

Convenient Transportation Choices
• Transit Ridership (Transfort and FLEX services)
• Percent of commuters who drive alone, carpool, bike, use transit, or telework (mode share)
• Total community vehicle miles traveled (VMT)
• Average travel time across Fort Collins
• Transit access and safety

Live, Work, and Play Nearby
• Neighborhood walkability
• Neighborhood safety
• Residential proximity to grocery stores and public schools
• Percent of residents who respond that they have good or excellent access within their neighborhoods to everyday needs (Community Survey)

Efficient, Emissions free Buildings
• Annual electricity and natural gas program portfolio savings
• Annual changes in community use of electricity and natural gas
• Available electric capacity for grid flexibility
• Number of homes (total and rentals) upgraded annually

Healthy, Affordable Housing
• % Fort Collins housing stock that is affordable housing
• % daytime population growth
• % of cost-burdened homes (renters and owners paying more than 30% of their income on housing), disaggregated by race
• Homeownership rates, disaggregated by race and income

Local, Affordable and Healthy Food
• % Fort Collins households participating in the Supplemental Nutrition Assistance Program (SNAP), disaggregated by age and race
• % farmers market sales using SNAP dollars
Healthy Local Economy and Jobs
- Unemployment Rate, disaggregated by race
- Business Establishments per Capita
- Net of jobs created overall per year in Fort Collins
- Number of businesses as lead or support partners of Next Moves
- % of total jobs created that are in environmental sustainability sectors

Zero Waste Economy
- % increase in value retained in economy instead of lost

Healthy Natural Spaces
- % of residents within a 10-minute walk of a park or natural area
- Water quality of Horsetooth Reservoir and Poudre River
- Water savings
- Acres actively managed to improve plant and wildlife habitat

100% Renewable Electricity
- Annual percentage of renewable electricity
- Annual percentage of local renewable electricity
- Annual reliability metrics

Emissions-free cars and fleet
- % of community (residents and business) fleet that is emissions free
- Miles per gallon equivalence (MPGe) efficiency

Existing Climate Action Plan Metrics
The metrics listed below have been reported quarterly or annually in line with the 2015 Climate Action Plan, some of which are also aligned with the 2015 Energy Policy and Road to Zero Waste, and which complement the annual reporting of the Community Carbon Inventory, described above. More detail about each of these can be found at the CAP Dashboard, which will be updated with Our Climate Future implementation.

- Percent Decrease in Emissions
- Community Diversion Rate
- Percent Renewable Electricity Generation
- Annual energy efficiency program savings (percent of community electricity use)²
- Community Electricity Use by Resource (kWh/year)
- Percent Fossil Electricity Generation
- Electric system reliability indices (CAIDI, SAIFI, SAIDI)
- Community Natural Gas Use per Capita (decatherms/year)

² These first four metrics are how we directly track our climate, energy, and waste goals, with the others as supplemental.
- Community Electricity Use Per Capita (kWh/quarter)
- Energy Performance of Municipal Buildings (KBTU/square foot)
- Energy Performance of Community Buildings (KBTU/square foot)
- Demand response capacity (megawatts)
- Annual new solar capacity installed (kilowatts)
- Annual number of home efficiency upgrade projects
- Vehicle Miles Traveled (miles/year)
- Cumulative Bus Rides
- Percent of People Commuting by Transportation Type
- City-wide sidewalk network creation or repair in square feet
- Percent Arterial Bike Network Crossings Completed
- Community Landfilled Waste (tons/year)
- Community Solid Waste Landfilled per Capita per Day
- Residential and Commercial Waste Diversion Rate
- Tons of Yard Trimmings Diverted (Composted)
- Community Water Use per Capita per Day
- Community Water Use (in acre feet/year)
- Water Production Energy Efficiency (kWh/day/million gallons)
- Wastewater Treatment Energy Efficiency (kWh/million gallons)
- Overall Water Conservation Program Effectiveness
Appendix IV: Our Climate Future Staff Teams

Thank you to the many City staff that served on teams or otherwise supported this effort, making Our Climate Future a comprehensive and inclusive plan.

**OCF Kernel Team**
- Jensen Morgan
- John Phelan – co-lead
- Lindsay Ex
- Lucinda Smith
- Michelle Finchum
- Molly Saylor – co-lead
- Sarah Hite

**OCF Core Team**
- Aaron Iverson
- Adelle McDaniel
- Amy Maxey
- Brian Tholl
- Briana Carbajal
- Carolyn Conant
- Cassie Archuleta
- DeAngelo Bowden
- Honore Depew
- Jensen Morgan
- Jill Marx
- John Phelan
- Julia Feder
- Katy McLaren
- Kirk Longstein
- Lindsay Ex
- Mariel Miller
- Meagan Smith
- Meaghan Overton
- Megan DeMasters
- Michelle Finchum
- Molly Saylor
- Nick Heimann
- Paul Sizemore
- Peter Iengo
- Sarah Hite
- Sylvia Tatmun-Burruss
- Yasmine Haldeman

**Equity Team**
- Adelle McDaniel
- Brian Tholl
- Briana Carbajal
- DeAngelo Bowden
- Jensen Morgan
- Lucinda Smith
- Mariel Miller
- Molly Saylor
- Nick Heimann
- Sarah Hite

**Engagement Team**
- Adelle McDaniel
- Amy Maxey
- Angela Pena
- Carolyn Conant
- Colin Cramer
- Danika McIntire
- DeAngelo Bowden
- Gretchen Stanford
- Heather Young
- Jensen Morgan
- John Phelan
- Kirk Longstein
- Lindsay Ex
- Mark Cassalia
- Meaghan Overton
- Michelle Finchum
- Molly Saylor
- Nick Heimann
- Peter Iengo
- Sean Carpenter
- Terra Sampson
- Wendy Serour
- Yasmine Haldeman

**Performance Measurement Team**
- Adelle McDaniel
- John Phelan
- Katy McLaren
- Lindsay Ex
- Lucinda Smith
Resolution 2021-032 Authorizing the City Manager to Sign a Master License Agreement with Crown Castle USA, Inc. for Small Wireless Communication Equipment Attachments on City Facilities in Public Rights-of-Way.

EXECUTIVE SUMMARY

THIS ITEM HAS BEEN WITHDRAWN FROM CONSIDERATION.

The purpose of this item is to authorize the City Manager to enter into a Master License Agreement with Crown Castle USA, Inc. concerning the use of the City's infrastructure and rights-of-way for small cellular equipment and associated uses. Crown Castle has not yet identified any proposed location for such equipment, and this agreement is a precondition to application for any permitting.

STAFF RECOMMENDATION

Staff recommends adoption of the Resolution.

BACKGROUND / DISCUSSION

State and federal laws and regulations concerning deployment of small wireless facilities (SWF), also known as “small cell” communication equipment, have changed rapidly since 2016, including regulatory orders issued by the Federal Communication Commission (FCC) in September 2018, which became effective on January 14, 2019.

In response to changes in Colorado law passed in 2017, which granted small cell carriers and associated infrastructure companies state-wide access to public rights-of-way, Council adopted revisions to the City Code and Land Use Code specific to small cell communication equipment. Those provisions created a specific type of right-of-way encroachment permit and outlined the City’s basic regulations for SWF installations and associated requirements. One requirement in the City Code for small cell carriers is that they enter into a master license agreement with the City, as the owner of the vast majority of infrastructure within public rights-of-way, at the time of submitting applications for new attachments or installations.

Crown Castle approached the City in late 2020 seeking a master license agreement to deploy SWFs in the City’s public rights-of-way. Staff began negotiating a Master License Agreement (MLA) based on the previously approved agreements with Verizon Wireless (Resolution 2019-017), Smartlink and AT&T (Resolution 2019-060), Zayo and Sprint (Resolution 2019-061), and SQF (Resolution 2020-076). Through multiple iterations, to ensure consistency with the agreement reached with others and previously stated Council priorities and goals, an agreement was reached between the parties in February 2021.

Because Crown Castle did not have a service or facility lease agreement with a single carrier, staff made clear that no individual site-specific licenses (i.e. final licensing requirement) will be approved until the company can
demonstrate an agreement with an FCC-licensed wireless telecommunication carrier. Staff believed this was critical to avoid speculative building of infrastructure in the right-of-way. Crown Castle agreed to the terms previously set forth in the other approved MLAs, with minor exceptions. The proposed MLA grants Crown Castle access for twenty years to municipal facilities in public rights-of-way, including light poles, under certain conditions, and establishes criteria for replacement of municipal facilities to support a network for carriers that may contract with them. Because three major carriers and affiliates already have agreements with the City, it is unclear the extent that Crown Castle will be able to deploy infrastructure in Fort Collins. What is deployed will follow the City’s design guidelines for SWFs.

Some key considerations within the MLA are as follows:

**Height**

- Per the FCC order that went into effect January 2019, installations must be considered SWFs if their height is no more than 50 feet or 10% taller than adjacent structures, whichever is greater. This was a concern of staff and through discussions with carriers, the following criteria were set forth in the City’s model MLA and are consistent in this document:
  - Siting preference is given to arterial streets first, followed by collector streets, and finally on residential streets to minimize impacts to neighborhoods.
  - Additional order of preference which must be adhered to requires Crown Castle to attach to/replace existing poles before seeking their own stand-alone pole.
  - The MLA allows for a maximum height of 45 feet for pole replacements or new poles, with limited exceptions. This number was reached in compromise in previous negotiations with other wireless telecommunication carriers.
- The City’s design guidelines, which are nearing completion for small cell facilities, further ensure consistency and compatibility with existing infrastructure diameter and height.

**Notice to Nearby Properties**

- During adoption of the City Code provisions, Council made clear that they wanted some level of notice to be provided to nearby properties when small cells were being installed.
- Crown Castle is required to notify properties within a 175-foot radius of a selected site that installation of a SWF is occurring. It should be noted that residents’ recourse to dispute or appeal the installation may be limited per restrictions under state and federal law but Crown Castle or its contractor is required to include a contact number and a description of the work to be performed.
- Notice will not occur for activities other than “construction work,” such as routine maintenance or for upgrading of existing equipment such as antennae.

**Aesthetics**

To mitigate negative effects of unsightly equipment or poles, the following design standards are among those included in the MLA:

- Camouflaging and architectural compatibility standards.
- Requirement to minimize height and internalize as many components as possible.
- Consideration of proximity of residential properties and more specifically to 1st and 2nd story windows.

**CITY FINANCIAL IMPACTS**

State and federal laws cap amounts municipalities can charge annually for SWFs in addition to application fees.

This MLA sets an annual license fee of $270 for the use of each municipal facility as approved by the FCC. Staff has developed administrative fees for applications and permits for the installation of SWFs and plans to recover costs incurred by Electric Utility crews during pole removal/replacement, storage, and salvage.
BOARD / COMMISSION RECOMMENDATION

Staff presented to the Energy Board regarding the adopted City Code changes and to the Planning and Zoning Board regarding the adopted Land Use Code changes in 2017. At the time, both boards were made aware that these City Code changes would inform the development and negotiation of a form MLA.

Both boards recommended approval of the respective changes and no major issues were highlighted with the use of form MLAs adjusted for carrier-specific installation.

PUBLIC OUTREACH

Staff held an open house September 2017 to discuss the issue of cell coverage and small-cell facilities with residents. Fewer than ten residents were in attendance, and most had concerns about coverage in their respective areas of residence within the City. At the time, residents seemed excited for the prospect to improve cellular service in the Fort Collins area via small cell equipment. No additional outreach was held for the proposed MLA with Crown Castle. The Wireless Master Plan process will involve numerous engagement opportunities for members of the public and include information about SWFs.
RESOLUTION 2021-032  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
AUTHORIZING THE CITY MANAGER TO SIGN A MASTER LICENSE AGREEMENT WITH CROWN CASTLE USA, INC. FOR SMALL WIRELESS COMMUNICATION EQUIPMENT ATTACHMENTS ON CITY FACILITIES IN PUBLIC RIGHTS-OF-WAY

WHEREAS, the City operates through the Electric Utility Enterprise light poles located in public rights-of-way throughout the City; and

WHEREAS, federal and state telecommunication laws require the City to permit the attachment of small wireless telecommunication (i.e. cellular) devices on municipally owned infrastructure in public rights-of-way (“municipal facilities”); and

WHEREAS, Chapter 23 of the City Code and Article 3 of the City Land Use Code establish requirements for permitting, siting and installing, and design of cellular facilities and equipment within the City’s municipal boundaries; and

WHEREAS, pursuant to City Code Section 23-177(d), cellular service providers seeking to attach devices to municipal facilities must apply for a right-of-way permit and enter into a license agreement with the City to address general conditions and site-specific aspects of each attachment; and

WHEREAS, in 2020 Crown Castle USA, Inc., a Pennsylvania corporation (“Crown”), approached the City to secure rights to attach small cell equipment to municipal facilities; and

WHEREAS, City Engineering, Planning, and Electric Utility staff, and Crown negotiated license terms applicable to the Crown attachments, and reduced those terms to a Master License Agreement, as attached hereto as Exhibit “A” (the “MLA”); and

WHEREAS, the purpose of the MLA is to allow Crown to attach cellular service equipment to municipal facilities in compliance with the City Code, Land Use Code, and design parameters, and to establish criteria for Crown to replace municipal facilities or install new structures in order to operate cellular networks; and

WHEREAS, City Code Sections 23-113(b)(1) and 23-140 authorize the City Manager to lease or license any and all interests in property owned in the name of the City and to establish such rules and regulations governing the use of facilities owned or operated by the City, if the City Council first finds the lease or license is in the best interests of the City; and

WHEREAS, the MLA is a City Code requirement for access to municipal facilities in public rights-of-way in the City and allows the City to satisfy federal and state telecommunication laws, while maintaining control over use of municipal facilities; and

WHEREAS, the license to attach to City light poles pursuant to the MLA will provide specific benefits to residents of the City and Electric Utility ratepayers by generating revenues to offset maintenance, operation, and replacement of such utility-operated facilities; and
WHEREAS, the Engineering, Planning, and Utility Services Departments support the conditions established in the MLA, which will allow the City and Crown to improve local availability of wireless communication services in furtherance of City goals.

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 MLA with Crown for access to attach to municipal facilities in public rights-of-way as provided herein is in the best interests of City residents and Electric Utility ratepayers.

Section 3. That the City Manager is hereby authorized to execute a Master License Agreement in substantially the form attached hereto as Exhibit “A”, and incorporated herein by this reference, to license access by Crown Castle USA, Inc. to municipal facilities, including light poles, in public rights-of-way on terms and conditions consistent with this Resolution, together with such additional terms and conditions as the City Manager, in consultation with the City Attorney, determines are necessary or appropriate to protect the interests of the City, as long as such changes do not materially increase the size or change the character of the property to be licensed.

Passed and adopted at a regular meeting of the Council of the City of Fort Collins this 16th day of March, A.D. 2021.

_________________________________
Mayor

ATTEST:

_____________________________
City Clerk
MASTER LICENSE AGREEMENT BETWEEN THE CITY OF FORT COLLINS, COLORADO AND CROWN CASTLE USA, INC FOR THE USE OF LICENSOR PROPERTY IN CONNECTION WITH THE OPERATION OF A WIRELESS NETWORK

This Agreement is made and entered into by and between the CITY OF FORT COLLINS, COLORADO, a municipal corporation ("Licensor") and CROWN CASTLE USA, Inc., a Pennsylvania corporation ("Licensee"). Licensor and Licensee may be referred to herein individually as a “Party” or collectively as the “Parties.”

RECITALS

This Agreement is made with reference to the following Recitals, each of which is deemed to be a material term and provision of this Agreement:

A. Licensor is the owner of certain municipal facilities located in public highways situated within Licensor’s city limits.

B. Licensee is duly organized and existing under the laws of the State of Pennsylvania, and its lawful successors, assigns, and transferees, are authorized to conduct business in the State of Colorado.

C. Licensee intends to contract with one or more FCC-licensed commercial wireless service provider(s) to operate a wireless communication network serving residents in the City of Fort Collins and wireless service customers, using fiber and other small cell technology controlled and maintained by Licensee and affixed to permitted structures in public rights of way (collectively the “Network”).

D. For purposes of improving services within the Network, Licensee desires to construct, operate and maintain small cell communication sites from Licensor-owned light and/or utility poles and Licensor’s proprietary poles situated in the Public Highway and, for such purpose, desires to locate, place, attach, install, operate, control, and maintain antennas and other related wireless communication equipment consistent with Small Cell technology ("Equipment") on Licensor-owned poles in the Public Highway.

E. Licensee will agree to comply with Licensor’s Public Highway use requirements as provided herein and applicable Laws.

F. Licensee agrees to compensate Licensor in exchange for a grant and right to use and physically occupy portions of the poles and/or the Public Highway, including, but not limited to installing structures in the Public Highway, as provided herein.
AGREEMENT

1. Definitions and Exhibits.

1.1. Definitions. For the purposes of this Agreement and all Exhibits attached hereto, the following terms, phrases, words and derivations shall have the meaning given herein.

(a) Agreement means this Agreement for the Use of Licensor Property in Connection with the Operation of a Wireless Network.

(b) Attachment Fee or License Fee means that rental/pole occupation fee described in Section 4.1 of this Agreement.

(c) City means the City of Fort Collins, also referred to herein as “Licensor.”

(d) Code means Licensor’s Charter, City Code, and Land Use Code.


(f) Eligible Facility Request means as request for modification of an existing wireless tower or base station as defined at 47 U.S.C. §1455 (section 6409 of the Middle Class Tax Relief and Job Creation Act of 2012).

(g) Equipment means Small Cell antennas and other wireless communications equipment utilizing small cell technology that is specifically identified and described in Exhibit A-1 attached to each Supplement Site License (as defined below).

(h) Hazardous Substance means any substance, chemical or waste that is identified as hazardous or toxic in any applicable federal, state or local law or regulation, including but not limited to petroleum products and asbestos.

(i) Interference means physical interference and radio frequency interference.

(j) Laws means any applicable federal, state and local laws, statutes, constitutions, City Charter, ordinances, resolutions, regulations, judicial decisions, rules, permits, approvals or other applicable requirements of the Licensor or other governmental entity, agency or judicial authority having the force and effect of law that determines the legal standing of a matter relating to the parties and/or this Agreement.

(k) Macro-cell means and includes technology associated with operating structures and equipment built for the sole or primary purpose of supporting antennas licensed or authorized by the Federal Communications Commission to provide high powered wireless communication service coverage and the antennas’ associated facilities,
including private, broadcast, and public safety services; unlicensed wireless services; and fixed wireless services such as backhaul.

(l) **Master License** means the form of the license granted by this Agreement, described in Article 2 below, and as supplemented by a Supplemental Site License or Public Highway Access Grant as defined herein. Each Wireless Site will be subject to either a Supplemental Site License or a Public Highway Access Grant.

(m) **Municipal Facilities** means those Licensor-owned poles and structures located in the Public Highway, including streetlight poles and vertical portions of traffic signal poles that are designated or approved by Licensor as suitable for hosting Equipment, not to include any Licensee Equipment.

(n) **Network** or collectively **Networks** means one or more of the wireless and fiber-based communications facilities operated by the Company to serve its wireless carrier customers in the City of Fort Collins, Colorado.

(o) **Permit** means a permit issued and described in accordance with the Laws, which is used to regulate, monitor and control improvement, construction or excavation activities, or other work or activity, occurring upon or otherwise affecting the Licensor’s Public Highway.

(p) **Physical interference** means where equipment, vegetation or a structure causes reduced use of another’s prior mounted equipment, or an obstruction in a necessary line-of-sight path.

(q) **Public Highway** means the surface of and the space above and below the public roads, streets and alley right-of-way, and public utility easements or other public ways of any type whatsoever, now or hereafter located and existing within the city limits of Fort Collins, Colorado, and as otherwise defined at § 38-5.5-102, C.R.S.

(r) **Public Highway Access Grant** means the form of the license granted under the scope of this Agreement for access to the Public Highway in order to attach to the poles and/or structures of a third party(s), and as described in detail in substantially the form of Exhibit A-B.

(s) **Public Property** means any real property owned by the City other than Public Highways.

(t) **Radio frequency interference** means the radiation or conduction of radio frequency energy (or electronic noise) produced by electrical and electronic devices at levels that interfere with signals from or the operation of adjacent communication equipment.

(u) **Small Cell** means compact communication sites as defined more fully in § 29-27-402 (4), C.R.S.
(v) **Supplement Site License** means the form of the license granted under the scope of this Agreement for access to the Public Highway in order to attach to Municipal Facilities, or to place new freestanding Licenser-owned poles in the Public Highway, and as described in detail in substantially the form of Exhibit A-A.

(w) **Term** means the period that this Agreement is in effect as described in Section 3.1 of this Agreement.

(x) **Wireless Site** means a location on a Public Highway selected for the Licensee’s deployment of Equipment.

1.2. **Exhibits.** The following numbered documents, which are occasionally referred to in this Agreement, are formally incorporated and made part of this Agreement by this reference:

(a) **Exhibit A-A:** Supplement Site License

(b) **Exhibit A-B:** Public Highway Access Grant

(c) **Exhibit A-1:** Licensed Area and Description of Facilities

(d) **Exhibit B:** Licensee’s Minimum Insurance Requirements

(e) **Exhibit C:** Technical Requirements

(f) **Exhibit D:** Operational and Design Standards

(g) **Exhibit E:** Attachments to City Traffic Signal Facilities

In the event of any conflict or ambiguity between this Agreement, including the above-referenced exhibits (the “Exhibits”), and any other agreement between Licensor and Licensee, the more specific and more restrictive requirements shall govern and prevail over the more general and less restrictive requirements. In the event of any conflict or ambiguity between this Agreement, including the Exhibits, and any Supplement Site License or Public Highway Access Grant, the Supplement Site License or Public Highway Access Grant shall govern and prevail.

2. **Site License Granted and Terms; Supplemental Site Licenses and Public Highway Access Grants.**

2.1. **License.** Licensor, acting in its proprietary capacity as the owner of Municipal Facilities in the Public Highway, hereby grants to Licensee a nonexclusive license (the “Master License”) to use and occupy the Public Highway throughout Licensor’s territorial boundaries, as these boundaries may be adjusted from time to time due to annexations, to attach, install, operate, maintain, upgrade, remove, reattach, reinstall, relocate and replace the Equipment that may be required to operate at each approved Wireless Site.
This grant is subject to the terms, conditions and other provisions set forth in this Agreement, including without limitation Exhibits C and D; the Code, and operating procedures of Fort Collins Utilities, Traffic Engineering, Information Technology, Parks & Recreation, and Natural Areas; and all applicable Laws and reasonable regulations of any agency having competent jurisdiction, including limitations on the kind, size, height and width, and ownership of structures in the Public Highway, delivery of notice to adjacent property owners pursuant to Section 7.8, and the manner of attachments. Nothing under this Agreement shall be interpreted to create or vest in the Licensee an easement or other property interest to any Public Property or Public Highway or constitute an assignment of any rights to Public Property or Public Highway.

The Licensee shall, at all times, be and remain a licensed user only, and such use shall be conditioned on Licensee presenting to Licensor prior to installation of any Equipment and maintaining at all times during use of any Municipal Facility, an agreement with at least one FCC-licensed Commercial Wireless Service Provider for each licensed Wireless Site.

2.2. Use of Licensor Property.

(a) The Supplement Site License allows Licensee to access, occupy and use allocated available space on each identified Municipal Facilities in Exhibit A-1 to each Supplement Site License, and to access, occupy and use the Public Highway to attach, install, operate, maintain, upgrade, remove, reattach, reinstall, relocate and replace the Equipment, solely for the purpose of Licensee operating a Small Cell Facility. The Supplement Site License also provides the conditions under which Equipment may be attached and installed at a specific location, and under which Licensee may install proprietary poles. Notwithstanding anything to the contrary herein, Equipment deployments under this Agreement shall be in compliance with the requirements of Exhibits C-E of the Master License.

(b) Subject to the following limitations, Licensee shall have access to the Municipal Facilities upon which Equipment is installed 24 hours a day/7 days a week to ensure such facilities comply with the following codes and standards:

- Fort Collins Utilities, Electric Service Standards
- Fort Collins Sign Code
- National Electric Safety Code
- National Electric Code
- When an electric service disconnect device is not incorporated into the Wireless Site service connection, Fort Collins Utilities requires 72 hours of advance written notice for any non-emergency unplanned work involving de/energizing a Municipal Facility. In the event of an emergency, Licensee shall notify and coordinate with Fort Collins Utilities System Control and Operation office (970-221-6710) before performing work on any Equipment attached to a Municipal Facility.
- As set forth in Section 7.3, Licensor has the right to de-energize service to Equipment and/or deny access for public utility system maintenance outages, and in the event of emergencies, including but not limited to police, fire or medical response situations, natural disasters, or weather emergencies (including related
tree and overhead hazard mitigation), and when Licensor’s work in the Public Highway otherwise obstructs access to the Equipment.

2.3. Limitations on Use. Except as otherwise expressly provided herein or as determined in Licensor’s reasonable discretion based on specific aspects of a proposed site, a Supplement Site License does not authorize Licensee to:

(a) Subject to Section 2.1, occupy or use any poles, improvements, or structures of any kind, whether within or without the Public Highway, other than the Licensee’s proprietary poles at approved locations, and the Municipal Facilities identified in Exhibit A-1 to a Supplement Site License;

(b) Subject to Section 2.6 below, enter upon Public Property and attach, install, operate, maintain, upgrade, remove, reattach, reinstall, relocate, and/or replace any item of Equipment in or on poles or other structures not owned by either Party located in the Public Highway; nor

(c) Place any free-standing structure, not including a replacement pole as described in Article 6,
   - along the frontage of a locally-designated historic building or other structure subject to §106 of the National Historic Preservation Act (NHPA); 16 U.S.C. 470f;
   - other than in alignment with existing trees, utility poles, and streetlights;
   - less than 10 feet from the triangle extension of an alley way flare (to preserve access); or
   - within 100 feet of the apron or access curb cut of a fire station or other adjacent emergency service facility.

2.4 Priority. Licensee’s Equipment may be attached to structures as identified in Sections 2.2 and 2.6 in Public Highways with the following order of priority of attachment, except as set forth below or as agreed between the Parties and with a preference for location on arterial streets before collector streets, and collector streets before neighborhood streets:

(i) Existing light poles lawfully owned and operated by Licensor, a public utility company, or a third-party property owner; then,

(ii) Existing facilities lawfully owned and operated by a public utility company or third-party property owner; and then

(iii) Municipal Facilities other than street lighting poles, including traffic poles; and then

(iv) Poles installed by Licensee at its own expense at locations in the Public Highway and title thereto assigned to Licensor).

Licensee shall use good faith efforts to attach to poles in the order indicated above provided, that (a) such poles are at least equally suitable functionally for the operation of Licensee’s network and (b) the
construction and installation burden associated with such attachment over the length of the Term are similar to Licensee’s burden to attach to a pole in the category(ies) below it. Nothing herein is intended to limit any rights Licensee may have in accordance with Laws or the Code, so long as Licensee’s exercise of such rights comply with Exhibits C-E and all local standards adopted under Licensor’s police powers.

2.5 Alterations. Notwithstanding anything in the Agreement to the contrary, alterations shall be subject to permitting required under Laws, and shall not be subject to additional Licensor approval, to the extent that: (i) such alterations involve only substitution of internal components, and do not change the external appearance, dimensions, weight of the attachment, loading impacts on the pole as approved by Licensor, or impact multi-modal traffic flow; (ii) do not fall under the definition of an “eligible facilities request;” or (iii) involve only replacement of the attachment with an attachment that is the same, or smaller in weight and dimensions as the approved attachment and does not impact multi-modal traffic flow. In addition to any other submittal requirements, and if requested by Licensor, Licensee shall provide “load” (structural) calculations for all Municipal Facilities upon which it intends to alter Equipment in the Public Highway. Notwithstanding the foregoing, Licensee may alter its Equipment with like-kind or similar Equipment without prior written approval of the Licensor.

2.6 Additional Installations. The Public Highway Access Grant allows Licensee access to the Public Highway to install its Equipment on existing poles or structures in the Public Highway lawfully owned and operated by third parties. Subject to obtaining the written permission of the owner(s) of the affected pole or structure and any required Permits (and paying any standard fees), Licensor hereby authorizes and permits Licensee to enter upon the Public Highway and to attach, install, operate, maintain, remove, reattach, reinstall, relocate, and replace Equipment in or on existing third-party owned poles or other structures in the Public Highway. There will be no Attachment Fee or License Fee due to Licensor for a Public Highway Access Grant. Notwithstanding anything to the contrary contained herein, all attachments to third-party-owned poles must comply with Exhibits C and D and applicable Laws, and Licensee must provide public notice of the installation as required by Section 7.8. Licensee shall have access to the Public Highway 24 hours a day/7 days a week. Licensee acknowledges that it may have to relocate its Equipment on third-party poles in the Public Highway at its expense if the third party is required to underground its equipment, and Licensor shall have no liability or responsibility for any such costs.

3. Term of Supplements and Agreement; Cancellation; Termination; Removal or Abandonment at Expiration.

3.1. Agreement Term. This Agreement shall be in effect for a period of twenty (20) years commencing on the date that this Agreement is fully executed (the “Execution Date”), and expiring on the EARLIER of (a) the twentieth (20th) anniversary of the Execution Date, or (b) the expiration of the last Supplement Term (unless sooner cancelled or terminated as provided in this Article 3) (the “Term”).

3.2. Supplement Term. Subject to the remaining balance of the Agreement Term under Section 3.1, each Supplement Site License or Public Highway Access Grant shall be in effect for
a period of up to fifteen (15) years commencing on the “Commencement Date” determined in accordance with each Supplement Site License or Public Highway Access Grant, and expiring on the day before the fifteenth (15th) anniversary of the Commencement Date unless sooner cancelled or terminated as provided herein (the “Supplement Term”). Licensee shall commence construction of the Site within twelve (12) months of signature of the Supplement Site License. Provided Licensee is not in breach of the Master License, Supplement Site License, or Public Highway Access Grant, the Supplement Term will automatically be extended for successive five (5) year periods (each, a “Renewal Term”), with the first Renewal Term commencing immediately upon the expiration of the initial period of the Supplement Term, and each additional Renewal Term commencing immediately upon the expiration of the preceding Renewal Term unless notice of non-extension is provided to Licensee by Licensor prior to the commencement of the succeeding Renewal Term or the underlying Agreement Term will expire in less than five years. All of the provisions of this Agreement shall be in effect during the Supplement Term and any Renewal Term. At no time shall a Supplement Term create a right that extends beyond the Agreement Term described in Section 3.1 and as may be extended by subsequent written agreement of the Parties.

3.3 Licensee Cancellation. Licensee may cancel this Agreement or any Supplement Site License or Public Highway Access Grant before the date of expiration by providing the Licensor with ninety (90) days express written notice of cancellation. Any prepaid License Fee shall be retained by Licensor, and Licensee shall continue to pay the License Fee, if applicable, for each affected site until Licensee has removed all equipment at such site and restored Licensor’s property to its original condition, normal wear and tear excepted. This Agreement and all Supplement Site Licenses and Public Highway Access Grants may only be cancelled or terminated as provided in this Agreement or in the Supplement Site License or Public Highway Access Grant.

3.4. Abandonment. If Licensee abandons or discontinues the use of a Municipal Facility, a third-party pole or a Licensee proprietary pole for a period of six (6) or more consecutive months, the Equipment for such location shall be removed at the expense of Licensee. In the event Licensee is unable or refuses to remove such Equipment when requested by Licensor and does not elect to transfer title and ownership of such Equipment to the City as-is, Licensor may authorize removal and Licensee, its successors and assigns, shall be responsible for all costs incurred for such removal, including by lien(s) against the Licensee property described in the associated Supplement Site License or Public Highway Access Grant. Licensee shall continue to pay the fee described in Article 4 for each affected site until all equipment at such site has been removed and Licensor’s property restored to its original condition, normal wear and tear excepted.

4. Fees and Charges. Licensee shall be solely responsible for the payment of all fees and charges in connection with Licensee’s performance under this Agreement, including those set forth as follows:

4.1. License Fee.

(a) Annual Fee. Licensee shall pay to Licensor an annual fee equal to $270.00 for the use of each Municipal Facility by Licensee pursuant to a Supplement Site License, as of the Commencement Date for each Supplement Site License, in order for Licensee to occupy and use space on the Municipal Facilities. In the event any Law provides Licensor
the right to increase the annual rate based on costs of Municipal Facilities operation and maintenance, Licensor shall provide Licensee with the required cost verification and the annual License Fee shall be increased to reflect such amount on the next anniversary of the Commencement Date for all existing Supplement Site Licenses, and all new Supplement Site Licenses shall be entered into at such new rate. In the event any Law provides Licensee the right to use the Municipal Facilities at an annual rate less than the rate set forth herein, and specifically preempts the Licensor’s ability to continue the License Fee through the duration of the Term, the annual License Fee shall be reduced to such amount on the next anniversary of the Commencement Date (Licensee expressly waives any right to an earlier adjustment even if required by such Law) for all existing Supplement Site Licenses, and all new Supplement Site Licenses shall be entered into at such new rate. In such event, the Parties shall enter into an amendment to this Agreement documenting such amount. The annual License Fee shall not apply or be charged for attachments to third party facilities in the Public Highway.

(b) Fee Payment. The annual fee paid per Municipal Facility location is non-refundable and is payable within ninety (90) days of the initial Commencement Date, and on or before each subsequent annual anniversary of the Commencement Date during the Supplement Term (or until such earlier time as such Supplement Site License is terminated). Upon agreement of the Parties, Licensee may pay the License Fee by electronic funds transfer and in such event, Licensor agrees to provide to Licensee bank routing information for such purpose upon request of Licensee. For any party to whom license payments are to be made, Licensor or any successor in interest of Licensor hereby agrees to provide to Licensee (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; and (ii) complete and fully executed state and local withholding forms if required. Licensee permissions shall accrue in accordance with this Agreement, but Licensee shall have no obligation to deliver license payments until the requested documentation has been received by Licensee. Upon receipt of the requested documentation, Licensee shall deliver the accrued license payments as directed by Licensor.

4.2. Permit. No payment is collected under this Agreement for any Permit issued in connection with the installation of Equipment at any Municipal Facility. Permit requirements, fees and charges are solely governed by the requirements imposed by the Code.

4.3 Taxes. Licensee shall pay all applicable city, county and state taxes levied, assessed, or imposed by reason of this Agreement or those related to any of Licensee’s Equipment and/or provided services.

4.4 Utilities and Electric Meter. The Licensee will be responsible for telephone, cable, broadband, electric and any other utility service used or consumed by the Licensee in connection with using its Equipment. In no event will the Licensee secure its utilities by sub-metering from the City. Licensee shall install or cause to be installed a separate electric meter internal to the Municipal Facility or third-party host facility, as required by the electric provider for the operation of its Equipment. Licensee shall be responsible for paying all charges for any electricity furnished to serve the Equipment.
4.5. **Payments Made.** All fees and/or additional payments shall be payable to Licensor at:

Finance Department  
City of Fort Collins  
Streetlight account  
P.O. Box 580  
Fort Collins, CO 80522-0580

or to such other persons or at such other places as Licensor may designate in writing. All payments shall be in lawful money of the United States of America.

5. **Additional License and Permits Required by Code.** To the extent not in contravention of any applicable Law, all Equipment will be installed, operated and maintained by or on behalf of Licensee in accordance with applicable provisions of the Code regulating wireless communications facilities. Licensee or its designee may be required to apply for and obtain a local government Permit for work performed within the Public Highway, and the Public Highway will be used according to the plans submitted by Licensee and approved pursuant to a Permit. Execution of this Agreement or any Supplement Site License or Public Highway Access Grant does not constitute the issuance of such a Permit though may be a condition to receiving such a permit.

6. **Basic Design and Installation Requirements for Using Municipal Facilities.** The basic design of the Equipment will be described in Exhibit A-1 to each Supplement Site License and associated Small Cell Design Guidelines & Installation Specifications. All of Licensee’s construction and installation work for its Equipment on the Municipal Facilities shall be performed at Licensee’s sole cost and expense and in a good and workmanlike manner and promptly completed. When Licensee and Licensor have agreed on a Municipal Facility as a suitable site for Licensee’s Equipment based on aesthetic or structural considerations, but the existing Licensor-owned pole needs to be replaced to accommodate the Equipment, then Licensee shall pay all costs related to replacing the Licensor-owned pole, including but not limited to installation of the replacement pole (the “Replacement Pole”), transfer of the streetlight fixtures, traffic signal, and/or other items attached to the existing Licensor-owned pole to the Replacement Pole, and removal and salvage of the existing Licensor-owned pole to the Licensor. Payment of the pole replacement costs does not provide Licensee with any ownership interest in the Replacement Pole. Licensor will be deemed to own the original Licensor-owned pole and the Replacement Pole. The installation or attachment of the Equipment to the Replacement Pole shall be at Licensee’s sole cost and expense. If a Replacement Pole needs to be replaced because of damage due to an accident, natural disaster or other cause, or is at the end of its useful life, Licensor shall be responsible for the cost of a standard Licensor-owned pole and Licensee shall be responsible for the cost of replacement above the cost of a standard Licensor-owned pole, if a higher standard is required to host Licensee’s Equipment.

7. **Common Conditions or Requirements Applicable to Supplement Site Licenses or Public Highway Access Grants Approved Under this Agreement.**
7.1. **Equipment Locations.**

(a) For each installation, Licensee or its designee shall submit plans and specifications for Licensor review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. Upon Licensor approval, the approved plans are inserted in Exhibit A-1 to the applicable Supplement Site License or Public Highway Access Grant. If Licensee desires to change or add new locations, after Licensor has determined such plans are complete and has begun its review, Licensee will submit a new Supplement Site License application and fee, identifying the alternate or additional Municipal Facilities for which it seeks permission to use and a list of immediately adjacent property owner(s).

(b) All proprietary poles installed by Licensee shall be located preferably closest to the corner of two intersecting streets, within alleyways where feasible, or closest to the common side yard property line between adjacent adjoining properties.

(c) Licensee shall maintain a current inventory of Wireless Sites, including evidence of associated Commercial Wireless Service Provider agreements, governed by this Agreement throughout the Term. Once during the initial term and during each extension term, as described in Section 3.2, Licensee shall provide to Licensor, upon Licensor’s request, an inventory of Wireless Sites under each active Supplement Site License or Public Highway Access Grant. Licensee shall otherwise provide to Licensor, at Licensor’s reasonable request, a copy of the inventory of Wireless Sites governed by this Agreement within ninety (90) days of such request. Licensor’s request for a current inventory shall be limited to no more than one time per calendar year throughout the Term. The inventory shall include GIS coordinates, date of installation, the Licensee Site ID#, type of pole used for installation, and pole owner at each Wireless Site.

(d) If Licensor determines there are unauthorized Wireless Sites after comparing the inventory of Wireless Sites to internal records or through any other means, Licensee shall provide written notice to the Licensee of such unauthorized Wireless Sites and the Licensee shall have thirty (30) days thereafter in which to submit an application request for a Supplement Site License or Public Highway Access Grant, as appropriate for that location, or alternatively to remove the Equipment and restore the property at the Licensee’s expense. If the Licensee fails to submit a request for a Supplement Site License or Public Highway Access Grant, or if the request is denied, then Licensee shall remove the Equipment from the Public Highway and restore the property at its expense within thirty (30) days, unless a different time period is agreed to by the Parties. If the request is approved, the Licensee must pay the required fees (if any) for a new Wireless Site plus interest at the rate of eight percent (8%) per annum from the date of the original installation.

7.2. **Damage to Licensor Property.** If Licensee damages or disturbs the surface or subsurface of any Public Highway or adjoining property, pole, streetlight fixture, traffic signal, or other public or private improvement, in the exercise of the rights granted through this Agreement, Licensee will promptly, at its own expense, and in a manner reasonably acceptable to Licensor and all affected property owners, repair the damage or disturbance within thirty (30) days.
7.3. **Public Emergency.** In the event of an emergency and/or to protect the public health or safety, prior to the Licensor accessing or performing any work on a Municipal Facility on which Licensee has installed Equipment, Licensor may require Licensee to deactivate such Equipment if any Licensor’s employees or agents must move closer to the Equipment than the FCC recommended minimum distance. In such case, Licensor will contact Licensee at [888-631-0931] to request immediate deactivation. If Licensee refuses to or does not act within thirty (30) minutes of such notice, Licensee’s consent will be deemed given and Licensor may proceed as reasonably necessary to protect public and utility personnel safety in Licensor’s sole discretion. Notwithstanding the foregoing, if Licensor determines immediate deactivation of a public highway is necessary to protect public health and safety, without liability to Licensee, Licensor may require the relevant electric utility to deactivate a Municipal Facility upon notice to Licensee, without Licensee’s prior consent.

7.4. **Pole Replacement.**

(a) Subject to Sections 6 and 7.4(f), if a Municipal Facility needs replacement or repair, Licensee shall have the right, but not the obligation, to immediately replace the same at Licensor’s cost up to the amount Licensor would pay to perform the same work. In such event, Licensor shall reimburse Licensee within thirty (30) days of Licensee’s receipt of an invoice. However, in the event Licensee elects in writing to have Licensor replace the Municipal Facility, Licensor shall perform such replacement within thirty (30) days thereafter, and Licensee shall cooperate with Licensor to temporarily relocate its Equipment, if necessary. Upon completion of the replacement, Licensor shall notify Licensee in order for Licensee to reinstall its Equipment.

(b) At Licensee’s option, Licensee may provide to Licensor, at Licensee’s cost, a spare pole sufficient to serve as a replacement pole, which will be stored at Licensor’s Utility Services Yard (the “Yard”) at no cost to Licensee, and which will be available for use by Licensor and Licensee to replace the Municipal Facility as provided in this Section 7.4.

(c) In the event Licensee provides a spare pole, and in lieu of Licensee performing the replacement, Licensor will use the spare pole to replace a damaged existing pole within forty-eight (48) hours of its receipt of notice regarding the need for replacement and shall deliver the damaged pole and any damaged Equipment to the Yard.

(d) Licensor will contact Licensee to pick up the damaged Equipment and Licensee can reinstall its Equipment once the replacement pole is installed and functioning as a Municipal Facility.

(e) Licensee shall have the right to temporarily use another suitable Municipal Facility for its operation during the replacement period at a location reasonably acceptable to the Parties.

(f) In the event Licensor is responsible for replacing the Municipal Facility with a Replacement Pole, Licensor shall only be responsible for the cost of a standard pole, and Licensee shall be responsible for the cost of the Replacement Pole in excess of the cost of a standard pole.
7.5. **Removal and Relocation.**

(a) Licensee understands and acknowledges that Licensor may require Licensee to relocate one or more of its Equipment installations. Licensee shall at Licensor’s direction and upon the longer of ninety (90) days prior written notice to Licensee or, the written notice period provided by any third party if a third party is requiring the relocation of Licensee’s Equipment installation in the Public Highway, relocate such Equipment at Licensee’s sole cost and expense whenever Licensor reasonably determines that the relocation is needed for any of the following purposes: (i) if required for the construction, modification, completion, repair, relocation, or maintenance of a Licensor or other public agency project; (ii) because the Equipment is interfering with or adversely affecting proper operation of Licensor-owned poles, traffic signals, communications, or other Municipal Facilities; or (iii) Licensor is abandoning or removing the Municipal Facility. In any such case, Licensor shall use reasonable efforts to afford Licensee a reasonably equivalent alternate location and shall expedite permitting for the alternate location. If Licensee shall fail to relocate any Equipment as requested by the Licensor in accordance with the foregoing provision, Licensor shall be entitled to remove or relocate the Equipment at Licensee’s sole cost and expense, without further notice to Licensee. Licensee shall pay to the Licensor actual costs and expenses incurred by the Licensor in performing any removal work and any storage of Licensee’s property after removal, within thirty (30) days of the date of a written demand for this payment from the Licensor.

(b) In the event Licensee desires to relocate any Equipment from one Municipal Facility to another within 90 days of the date of installation, Licensee shall so advise Licensor. Licensor will use reasonable efforts to accommodate Licensee by making another reasonably equivalent Municipal Facility available for use in accordance with and subject to the terms and conditions of this Agreement.

(c) In lieu of the relocation of Licensee’s Equipment, in the case of an abandonment or removal of a Municipal Facility as provided in Section 7.5(a) (iii), unless the Municipal Facility is needed for a legitimate Licensor purpose, Licensee shall have right to purchase the Municipal Facility, and continue to use the same pursuant to the then existing Supplement Site License, at a commercially reasonable price commensurate with its then existing value and terms agreeable to the Parties. Licensee and Licensor shall document such transfer of ownership via a commercially reasonable bill of sale.

7.6. **Non-exclusiveness.** Subject to Section 7.7(d), the rights and privileges granted to Licensee under this Agreement, and each Supplement Site License or Public Highway Access Grant described herein, are nonexclusive and may be subject to collocation requirements set by Law.

7.7. **Non-interference.** The following provisions shall apply to ensure and/or avoid interference (both physical and radio frequency) resulting from Licensee’s installation, operation and/or maintenance of a Wireless Site:
(a) **RF Interference.** Licensee shall ensure its Equipment will not cause radio frequency interference with Licensor’s wireless communication facilities or devices, cable television, broadcast radio or television systems, satellite broadcast systems, or Licensor traffic, public safety or other communications signal equipment at any time of Equipment operation.

(b) **Existing Uses.** Licensee shall not interfere in any manner with any uses of public property including Public Highway, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electric and telephone wires, streetlight fixtures, cable television, and other telecommunications, utility, and municipal property without the express written approval of the owner(s) of the affected property or properties.

(c) **Licensor Communications.** Licensee shall not interfere in any manner with current or future Licensor or other government public safety, broadband, utility, or other communication systems.

(d) **Licensor Interference.** Licensor reserves the right, but no corresponding obligation, to maintain and operate its Municipal Facilities in such reasonable manner as will best enable Licensor to fulfill its own service requirements or obligations. However, Licensor agrees to use reasonable efforts such that Licensor and/or any other tenants, licensees, or users of the Public Highway who currently have or in the future take possession of space within the Public Highway will be permitted to install only such equipment that is of the type and frequency which is designed to comply with then existing industry standards regarding potential interference with the then existing Equipment of Licensee.

(e) **Remedies.** Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of forty eight (48) hours following notice to the interfering party via telephone to Licensee’s Network Operations Center at [888-631-0931] or to Licensor at the Fort Collins Utilities System Control and Operation office (970-221-6710), the interfering party shall or shall require any other user of a Municipal Facility to reduce power or cease operations of the interfering equipment until the interference is cured under reasonable commercial standards. The Parties acknowledge there may not be an adequate remedy at law for noncompliance with the provisions of this Section 7.7 and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief.

7.8 **Adjacent Property Owner Notices.**

(a) Except in the case of an emergency involving public safety or an outage, or service interruption to a large number of customers, Licensee shall give reasonable advance notice to private residential property owners of construction work on or in adjacent rights-of-way, as provided in this section. “Construction work” shall include excavation, boring, assembly, rehabilitation, renovation, remodeling or improvement of any structure or facility in the Public Highway or adjacent to a sidewalk beside the Public Highway, including associated landscaping, parking, equipment, or furnishings for such work.
(b) In particular, the following requirements shall apply to nonemergency activity in Public Highways when the activity adjoins residentially zoned property or property shown in the Larimer County Assessor’s Records as “residential,” and will not be completed and restored in a period of two weeks or less.

(1) Licensee shall either:

(A) At least seventy-two hours before commencement of any work in the Public Highway, (i) post and maintain a notice that is located at the beginning and end points of the activity, and (ii) deliver notice, in substantially the form described in the Fort Collins Small Cell Standards & Specifications (https://www.fcgov.com/engineering/smallcell),

(B) At least fifteen calendar days before commencement of any work in the Public Highway, provide written notice individually to each address in the Public Highway work area and within one hundred seventy-five linear feet of its boundaries.

(2) For good cause, Licensor may require Licensee to employ a combination of the notices required by subsection (b)(1) of this Section.

(3) The notices required by subsection (b)(1) of this section shall include the name, telephone number, and address of the owner and permittee, a description of the work to be performed, the duration of the work, and the name, address, and telephone number of a person who will provide information to and receive comments from any member of the public concerning the work. Posted notices shall be in a format and size acceptable to Licensor.

8. Damage to Licensee’s Equipment. In the event of any damage to Licensee’s Equipment, Licensor shall have no liability or responsibility to repair the same unless such damage arose from the negligence or willful misconduct of Licensor, its employees, agents, or contractors; provided however, in such case, Licensor’s liability shall be limited to the cost to repair or replace the same, subject to Article 6. Licensor’s standard requirements for notification and processing of claims through Licensor’s Risk Management department shall also apply.

9. Title and Ownership.

9.1. Title to the Municipal Facility. Title to the Equipment, exclusive of the Municipal Facility (original or replacement) used for support and poles transferred to Lessor, but including ground mounted equipment, shall remain with Licensee and shall constitute Licensee’s personal property and equipment, and not fixtures or improvements attached to the land.

9.2. No Ownership in Licensor Property. Neither this Agreement, nor any license issued herein, nor any Permit separately issued for installation of any Equipment, regardless of the payment of any fees and charges, shall create or vest in Licensee any ownership or property rights in any portion or elements of the Municipal Facilities, the underlying real property on which any Licensor-owned
poles or any Equipment is located, or any portion of the Public Highway. Additionally, except as otherwise expressly provided herein, Licensee acknowledges that this Agreement does not constitute or create a leasehold interest or right to the benefit of any Licensor property or portion thereof. Nothing contained in this Agreement shall be construed to compel Licensee to construct, retain, extend, place, or maintain any poles or other facilities for the benefit of Licensor which are not needed for Licensee’s own service requirements.

9.3 “As Is” Condition. Subject to this Article 9, Licensee accepts the Municipal Facilities identified in any Supplement Site License, or any Replacement Pole, in its “AS IS” condition, without representation or warranty of any kind by Licensor, or any Licensor officer, agent, or employee, and subject to all applicable laws, rules and ordinances governing the use of the Municipal Facility for Licensee’s intended purpose.

10. Maintenance and Repair. Subject to Sections 7.2 – 7.4, Licensor shall maintain and keep the Municipal Facility hosting Equipment in accordance with Licensor’s ordinary maintenance standards, at its sole cost and expense; however, such obligation shall not extend to maintaining any Licensee Equipment. Licensee shall keep the Equipment and other improvements by Licensee on the Municipal Facility, if any, in good condition and repair. Licensee shall maintain and keep all proprietary poles containing Equipment in accordance with Licensor’s ordinary maintenance standards, at Licensee’s sole cost and expense.

11. Hazardous Substances. Licensee agrees that Licensee, its contractors, subcontractors and agents, will not use, generate, store, produce, transport or dispose any Hazardous Substance on, under, about or within the area of a Municipal Facility or the Public Highway in which it is located in violation of any applicable federal, state, county, or local law or regulation. Except to the extent of the negligence or intentional misconduct of Licensee, Licensee will pay, indemnify, defend and hold Licensor harmless against and to the extent of any loss or liability incurred by reason of any Hazardous Substance produced, disposed of, or used by Licensee, or any agent of Licensee, pursuant to this Agreement. Licensee will ensure that any on-site or off-site storage, treatment, transportation, disposal or other handling of any Hazardous Substance will be performed by persons who are properly trained, authorized, licensed and otherwise permitted to perform those services. The Parties recognize that Licensee shall not be responsible for any environmental condition or issue except to the extent resulting from Licensee’s specific activities and responsibilities under this Agreement.

12. Indemnity and Waiver.

(a) Licensee shall indemnify and hold the Licensor harmless against any claim of liability or loss from personal injury or property damage to the extent arising out of the negligence or willful misconduct of the Licensee, its employees, contractors or agents. The Licensor will provide the Licensee with reasonably prompt, written notice of any claim covered by this indemnification; provided that any failure of the Licensor to provide any such notice, or to provide it promptly, shall not relieve the Licensee from its indemnification obligation in respect of such claim, expect to the extent the Licensee can establish actual prejudice and direct damages as a result thereof. The Licensor will cooperate appropriately with the Licensee in connection with the Licensee’s defense of such claim. The Licensee shall defend Licensor, at the Licensor’s request, against any claim with counsel reasonably satisfactory to the Licensor.
The Licensee shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of Licensor and without an unconditional release of all claims by each claimant or plaintiff in favor of Licensor.

(b) In consideration for the rights granted under this Agreement, the Licensee waives all claims, demands, causes of action, and rights it may assert against Licensor and its officials, personnel, agents, and representatives because of any loss, damage, or injury to any Equipment, or any loss or degradation of service resulting from the installation, operation, maintenance, or malfunction of Equipment regardless of cause.

13. **Insurance Requirements.**

13.1 Licensee’s Insurance. Licensee shall maintain insurance in the amounts and form specified in attached Exhibit B.

13.2 Certificates. If a Certificate of Insurance is submitted as verification of coverage, Licensor will reasonably rely upon the Certificate as evidence of coverage, but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement. If any required policy is set to expire during the term of this Agreement, Licensee must forward renewal or replacement Certificates, including certificates verifying sublicensee coverage, to Licensor within fifteen (15) business days after the renewal date containing all necessary insurance provisions. Failure to maintain current certificates of insurance shall be deemed immediate abandonment by Licensee and any sublicensees of all privileges under this Agreement and require Licensee to enter into a new agreement with Licensor to reestablish access to any Municipal Facility. Upon Licensee’s (or a sublicensee’s) failure to maintain a current Certificate, Licensor will send notice of deemed abandonment to Licensee five (5) days before the abandonment effective date via physical mail and electronic means, during which period Licensee may avoid the abandonment by providing appropriate certificates via physical mail or electronic means containing all necessary insurance provisions under this Agreement.

13.3 Licensor’s Insurance. Licensor shall, at its sole cost and expense, maintain general liability insurance with such limits as Licensor may reasonably determine to be appropriate as they relate to commercial telecom standards from time to time. Nothing herein is intended as a waiver of the provisions and protections of the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq.

14. **Assignment/Subletting.**

14.1. This Agreement and each site license granted herein is personal to Licensee and for each Municipal Facility. Licensee shall not share with, convey, or resell to others any space or rights granted hereunder. However, upon prior approval by Licensor of the instrument, Licensee may lease or sublicense access rights to a Municipal Facility permitted hereunder to a third-party, provided Licensee remains directly responsible to Licensor for all obligations hereunder, assumes all liability for such third-party’s exercise of access rights, and provides all evidence of insurance pursuant to Article 13. Subject to Section 14.3, this Agreement and the related rights and privileges may not be assigned or otherwise transferred without the express written consent of Licensor, which consent shall
not be unreasonably withheld, conditioned or delayed. Any Agreement which is assigned or otherwise transferred pursuant to this Section shall be equally subject to all the obligations and privileges of this Agreement including any amendments, which will remain in effect, as if the assigned Agreement was the original Agreement. After assignment, this Agreement, including any amendments, shall be binding on the assignee to the full extent it was binding upon Licensee.

14.2. Any non-permitted lease or sublicense, transfer, or assignment of any right to attach Equipment to a Municipal Facility shall be void and not merely voidable. Licensor may, in its sole discretion and in addition to all other lawful remedies available to Licensor under this Agreement, collect any fees owed from Licensee related to physical, financial, or regulatory impacts of the non-permitted transaction, all without prejudicing any other right or remedy of Licensor under this Agreement. No cure or grace periods shall apply to any lease or sublicense, transfer, or assignment prohibited by this Agreement or to the enforcement of any provisions of this Agreement against a lessee/sublicensee, transferee, or assignee who does not receive Licensor’s prior written consent.

14.3. Notwithstanding anything to the contrary in this Article 14, without any approval or consent of Licensor, this Agreement and/or any Supplement Site License may be sold, assigned or transferred by Licensee to (i) any entity in which Licensee directly or indirectly holds a controlling equity or similar interest; (ii) any entity which directly or indirectly holds a controlling equity or similar interest in Licensee; or (iii) any entity directly or indirectly under common control with Licensee. Licensee may assign this Agreement and/or any Supplement Site License to any entity which acquires all or substantially all of Licensee’s assets in the market defined by the FCC in which the Municipal Facility is located due to a merger, acquisition or other business reorganization without approval or consent of Licensor.

15. **Default.**

15.1 **Default of Licensee.**

a. Licensor shall provide Licensee with a written notice of any violation of this Agreement, and a thirty (30) day period within which Licensee may: (i) demonstrate that a violation does not exist, (ii) cure the alleged violation, or (iii) if the nature of the alleged violation prevents correction thereof within 30 days, to initiate a reasonable corrective action plan, including a projected completion date, subject to Licensor’s written approval, which approval will not be unreasonably withheld.

b. If Licensee fails to disprove or correct the violation within thirty (30) days or, in the case of a violation which cannot be corrected in 30 days if Licensee has failed to initiate a reasonable corrective action plan and to correct the violation within the specified time frame, then Licensor may declare in writing that Licensee is in default.

15.2 **Default of Licensor.**
a. Licensee shall provide Licensor with a written notice of any violation of this Agreement, and a thirty (30) day period within which Licensor may: (a) demonstrate that a violation does not exist, (b) cure the alleged violation, or (c) if the nature of the alleged violation prevents correction thereof within 30 days, to initiate a reasonable corrective action plan, including a projected completion date, subject to Licensee’s written approval, which approval will not be unreasonably withheld.

b. If Licensor fails to disprove or correct the violation within thirty (30) days or, in the case of a violation which cannot be corrected in 30 days if Licensor has failed to initiate a reasonable corrective action plan and to correct the violation within the specified time frame, then Licensee may declare in writing that Licensor is in default.

15.3 Bankruptcy. The Parties expressly agree and acknowledge that it is their intent that in the event Licensee shall become a debtor in any voluntary or involuntary bankruptcy proceeding (a “Proceeding”) under the United States Bankruptcy Code, 11 U.S.C. 101, et seq. (the “Bankruptcy Code”), for the purposes of proceeding under the Bankruptcy Code, this Agreement shall be treated as an unexpired lease of nonresidential real property under §365 of the Bankruptcy Code, 11 U.S.C. 365 (as may be amended), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said §365 with the exception that Licensor waives any requirement for Licensee to assume or reject this Agreement earlier than prior to confirmation of a plan. Any person or entity, to which Licensee’s rights, duties and obligations under this Agreement are assigned pursuant to the provisions of the Bankruptcy Code, shall be deemed without further act to have assumed all the obligations of Licensee arising under this Agreement both before and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Licensor an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to Licensor, shall be the exclusive property of Licensor, and shall not constitute property of Licensee or of the estate of Licensee within the meaning of the Bankruptcy Code. Any monies or other considerations constituting Licensor’s property under the preceding sentence not paid or delivered to Licensor shall be held in trust for the benefit of Licensor and be promptly paid to Licensor.

16. Termination/Revocation. In the event of a Default, without limiting the non-defaulting party in the exercise of any right or remedy which the non-defaulting party may have by reason of such Default, the non-defaulting Party may terminate this Agreement if the Default affects all Supplement Site Licenses and the Agreement as a whole, or any Supplement Site License subject to the Default, and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the State of Colorado. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party’s duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If Licensee undertakes any such performance on Licensor’s behalf and Licensor does not pay Licensee the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due, Licensee may offset the full undisputed amount due against all fees due and owing to Licensor under this Agreement until the full undisputed amount is fully reimbursed to Licensee.
17. **Surrender.** Within sixty (60) days of the expiration of the Supplement Term of any Supplement Site License, or upon the earlier termination thereof, Licensee shall remove all Equipment attached or ground mounted, at its sole expense, shall repair any damage to the Municipal Facilities or the Public Highway caused by such removal, and shall restore the Municipal Facilities to the condition in which they existed prior to the installation of the Equipment (whether attached or ground mounted), reasonable wear and tear and loss by casualty or other causes beyond Licensee’s control excepted.

18. **Notices.** Any notice, request, demand, statement, or consent herein required or permitted to be given by either party to the other hereunder, shall be in writing signed by or on behalf of the party giving the notice and addressed to the other at the address as set forth below:

   **Licensee**

   CROWN CASTLE USA, Inc.
   d/b/a […]
   […]
   […]
   Attention: […]

   **With electronic copy to:** […]

   **Licensor**

   City Manager’s Office
   City of Fort Collins
   P.O. Box 580
   Fort Collins, CO 80522-0580

   **With copy to:**
   City Attorney’s Office
   City of Fort Collins
   P.O. Box 580
   Fort Collins, CO 80522-0580

   Each party may by notice in writing change its address for the purpose of this Agreement, which address shall thereafter be used in place of the former address. Each notice, demand, request, or communication which shall be mailed to any of the aforesaid shall be deemed sufficiently given, served, or sent for all purposes hereunder (i) two business days after it shall be mailed by United States registered or certified mail, postage prepaid and return receipt requested, in any post office or branch post office regularly maintained by the United States Postal Service, (ii) upon personal delivery, or (iii) one business day after deposit with any recognized commercial air courier or express service. Any communication made by e-mail or similar method shall not constitute notice pursuant to this Agreement.

19. **Miscellaneous.**

   19.1. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties, and supersedes all negotiations, understandings or agreements. Any amendments to this Agreement must be in writing and executed by both Parties.
19.2. **Severability.** If any provision of this Agreement is invalid or unenforceable with respect to any Party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19.3. **Governing Law.** This Agreement shall be governed by the laws of the State of Colorado without regard to choice of law rules. In addition, the Parties acknowledge that there are legal constraints imposed upon the Licensor by the constitutions, statutes, and rules and regulations of the State of Colorado and of the United States and imposed upon the Licensor by its Charter and Code, and that, subject to such constraints, the Parties intend to carry out the terms and conditions of this Agreement. Notwithstanding any other provisions of this Agreement to the contrary, in no event shall either of the Parties exercise any power or take any action which shall be prohibited by applicable law. Whenever possible, each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law. Should any dispute arising out of this Agreement lead to arbitration or litigation, the prevailing party shall be entitled to recover its costs of suit, including (without limitation) reasonable attorneys’ fees.

19.4. **Exhibits.** All Exhibits referred to and attached to this Agreement are incorporated herein by reference.

19.5. **Authority to Execute.** Any individual executing this Agreement on behalf of or as representative for a corporation or other person, partnership or entity, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of such party, and this Agreement is binding upon such party in accordance with its terms. Licensor hereby designates, and authorizes, the City Manager to execute all Supplement Site Licenses or Public Highway Access Grants entered into under this Agreement. This designation and authorization may be changed by Licensor upon written notice to Licensee.

19.6. **No Waiver.** A Party shall not be excused from complying with any of the terms and conditions of this Agreement by any failure of a Party upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.

19.7. **Force Majeure.** With respect to any provisions of this Agreement, the violation or non-compliance of any term of this Agreement which could result in the imposition of a financial penalty, liquidated damages, forfeiture or other sanction upon a Party, such violation or non-compliance shall be excused where such violation or non-compliance is the result of acts of God, war, civil disturbance, strike or other labor unrest, or other events, the occurrence of which was not reasonably foreseeable by such Party and is beyond such Party’s reasonable control.

19.8. **Limitation of Liability.** Except for indemnification pursuant to Articles 11 and 12, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of...
service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

19.9 **Obligations Subject to Appropriation.** Licensor’s obligations under this Agreement in subsequent fiscal years are subject to the annual appropriation of funds sufficient and intended for such purpose by Licensor’s City Council in its discretion.

**IN WITNESS WHEREOF,** the parties have executed this Agreement as of this ____ day of ___________, 2021 (the “Execution Date”).

**LICENSOR:**
City of Fort Collins, a Colorado municipal corporation

By: ____________________________
Wade O. Troxell, Mayor

**LICENSEE:**
CROWN CASTLE USA, Inc.
dba […]

By: ____________________________
Print Name: […]
Its: [title]

**ATTEST:**
City Clerk

**APPROVED AS TO FORM:**
Deputy/Assistant City Attorney
EXHIBIT A-A

Form of Supplement Site License
(subject to finalization at time of grant)

This Supplement (“Supplement”), made this _____ day of ____________, 2020 (“Effective Date”) between the City of Fort Collins, a Colorado Municipal Corporation, with an address of City Manager’s Office, P.O. Box 580, Fort Collins, CO 80522-0580, hereinafter designated “Licensor” and [provider] (...) LLC, d/b/a [Provider], with its principal offices at c/o [Provider], [Address], hereinafter designated “Licensee”:

1. **Supplement.** This is a Supplement Site License as referenced in that certain Agreement for the Use of Licensor Property in Connection with the Operation of a Wireless Network, between Licensor and Licensee dated ______________, 201_ (“Agreement”). All the terms and conditions of the Agreement are incorporated hereby by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.

2. **Project Description and Locations.** Licensor has received all materials listed on Exhibit A-2 applicable to the supplemental wireless network installation described in this Supplement.

   - Licensee shall have the right to use the Municipal Facility for Equipment at the designated areas in the Public Highway as further described in Exhibit A-1 attached hereto (the “Licensed Area”); OR
   - Licensee shall have the right to place its own Equipment and pole at the designated areas in the Public Highway as further described in Exhibit A-1 attached hereto (the “Licensed Area”).

3. **Equipment.** The Equipment to be installed at the Licensed Area is described in Exhibit A-1 attached hereto.

4. **Term/Termination.** The term of this Supplement shall be as set forth in Section 3.2 of the Agreement. If Licensee has not installed the Equipment in the Licensed Area within one (1) year from the date of this Supplement, this Supplement will be deemed automatically terminated.

5. **Fees.** The initial annual License Fee for the term of this Supplement shall be ________________, as determined in accordance with the Agreement, [and as adjusted by Section 4.1 of the Agreement.]

6. **Commencement Date.** The first day of the month following the date Licensee has commenced installation of its Equipment at the Licensed Area.
7. **Approvals/Fiber.** It is understood and agreed that Licensee's ability to use the Licensed Area is contingent upon its paying all permit and approval application fees and obtaining all the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities, as well as a satisfactory fiber and electrical connection which will permit Licensee use of the Licensed Area as set forth above.

In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to Licensee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) Licensee determines that such Governmental Approvals may not be obtained in a timely manner; (iv) Licensee determines that it will be unable to obtain in a satisfactory manner, or maintain any fiber or power connection; or (v) Licensee determines that the Licensed Area is no longer technically compatible for its use, Licensee shall have the right to terminate this Supplement.

Notice of Licensee's exercise of its right to terminate shall be given to Licensor in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by Licensee, or upon such later date as designated by Licensee. All license fees paid to said termination date shall be retained by Licensor. Upon such termination, this Supplement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each party to the other hereunder. Otherwise, Licensee shall have no further obligations as to the license payment due to Licensor under the Agreement between the parties.

[Signature page follows]
EXECUTED to be effective as of the date shown above.

LICENSOR:
City of Fort Collins, Colorado

By: __________________________
Darin Atteberry, City Manager

ATTEST:

______________________________
City Clerk

APPROVED AS TO FORM
CITY ATTORNEY’S OFFICE

BY: __________________________
Deputy/Assistant City Attorney

LICENSEE:

[Provider] (...) LLC,
D/B/A [Provider]

By: __________________________

Print Name: ____________________
Its: __________________________

Exhibits:
Exhibit A-1, Attachment A-1.1
Exhibit A-2
EXHIBIT A-B

FORM OF PUBLIC HIGHWAY USE GRANT

This Public Highway Use Grant, made this _____ day of ____________, 20___ (“Effective Date”) between the City of Fort Collins, hereinafter designated “Licensor,” and ________________________________, d/b/a [Provider], with its principal offices at c/o [Provider], [Address], hereinafter designated “Licensee”:

1. Public Highway Use Grant. This is a Public Highway Use Grant as referenced in that certain Agreement for the Use of Licensor Property in Connection with the Operation of a Wireless Network in connection with the operation of Licensee’s Network, between Licensor and Licensee dated ______________, 20__ (the “Agreement”). All the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Public Highway Use Grant, the terms of this Public Highway Use Grant shall govern. Capitalized terms used in this Public Highway Use Grant shall have the same meaning described for them in the Agreement unless otherwise indicated herein.

2. Project Description and Locations. As described herein, Licensee shall have the right to occupy the Public Highway by attaching Equipment to an asset owned by a third party at the designated areas further described in Attachment 1, Table 1 attached hereto (the “Licensed Area”).

3. Equipment. The Equipment to be installed at the Licensed Area is described in Attachment 1, Table 2 attached hereto.

4. Term. The term of this Public Highway Use Grant shall be as set forth in Section 3.2 of the Agreement.

5. Fees. There is no fee for this Public Highway Use Grant.

6. Commencement Date. The commencement date of this Public Highway Use Grant is the Effective Date.

7. Approvals. It is understood and agreed the Licensee’s ability to use the Licensed Area is contingent upon its obtaining all of the certificates, permits and other approvals (collectively the “Governmental Approvals”) that may be required by any Federal, State or Local authorities. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to Licensee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) Licensee determines that such Governmental Approvals may not be obtained in a timely manner; or (iv) Licensee determines one or more licensed Sites in the Licensed Area is no longer technically compatible for its use, Licensee shall have the right to terminate all or part of this Public Highway Use Grant. Notice of Licensee’s exercise of its right to terminate shall be given to Licensor in writing.
by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by Licensee, or upon such later date as designated by Licensee. Upon such termination, all or part of this Public Highway Use Grant, as applicable shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each party to the other hereunder and in the Agreement.

EXECUTED to be effective as of the date shown above.

LICENSOR:
City of Fort Collins, Colorado

By: ______________________________
Darin Atteberry, City Manager

ATTEST:

_______________________________
City Clerk

APPROVED AS TO FORM
CITY ATTORNEY’S OFFICE

BY: ______________________________
Deputy/Assistant City Attorney

LICENSEE:

_______________________________
D/B/A [Provider]

By: ______________________________
Print Name: _________________________
Its: ________________________________

Attachments:
Attachment 1
## EXHIBIT A-1

LICENSED AREA AND DESCRIPTION OF FACILITIES

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Attachment A-1.1
to EXHIBIT A-1

SITE DRAWINGS
EXHIBIT A-2

SUPPLEMENTAL SITE LICENSE REQUEST SUBMITTAL MATERIALS

Licensee shall provide the following materials as applicable for consideration by Licensor in reviewing the Supplement Site License request:

- Electronic shape file containing plot plan, engineering design, and specifications for installation of utilities, including the location of radios, antenna facilities, transmitters, equipment shelters, cables, conduit, point of demarcation, backhaul solution, electrical distribution panel, electric meter, electrical conduit and cabling, and all other associated equipment. Where applicable, the design documents shall include specifications on design, pole modification, and ADA compliance.
  - The plot plan shall show existing sidewalk size, existing utilities, existing trees, traffic control signs and equipment, and other existing improvements.
  - Licensee shall submit photographs and/or photographic simulations of the proposed Wireless Site and specific equipment proposed for attachment along with plot plan and drawings.
- For Municipal Facilities, include documentation from the City verifying the pole is eligible for attachment. Also include a load bearing study that determines whether the pole requires reinforcement or replacement to accommodate attachment of the Equipment. If pole reinforcement or replacement is warranted, the design documents shall include the proposed pole modification.
- For Replacement or new proprietary Pole installations, include documentation verifying the pole location is in the Public Highway and is eligible for installation. Include list of abutting property owners. If the proposed installation includes a new structure, provide design and specification drawings for the structure by use of a Google Earth (or equivalent means) aerial image of the City block on which the structure will be placed, showing the proximity of proposed structure to intersection of property lines, trees, fire stations/emergency service facilities, subject to availability of such information.
- If the proposed installation will require reinforcement or replacement of an existing pole, provide applicable design and specifications drawings.
- The number, size, type and proximity to the facilities of all communications conduit(s) and cables to be installed.
- Description of the utility services required to support the facilities to be installed, including all materials requested by permitting authorities.
- A typewritten legal description with (1) the Section, Township and Range, and County being affected, and if it is part of a subdivision, it shall be stated also; (2) the Point of Beginning to an established land corner or to a subdivision plat that is tied to an established land corner, with curves showing radius, delta, arc length and angle to radius point if curve is non-tangent, and area to be included in square feet; and (3) the legal description SIGNED and SEALED by a surveyor registered in the state of Colorado. For the Municipal Facilities, provide insurance information as required by Exhibit B of the Agreement.
EXHIBIT B

LICENSEE’S MINIMUM INSURANCE REQUIREMENTS

1. **General.**
   A. Prior to performing work under this Agreement, Licensee shall furnish Licensor a certificate of insurance on a standard insurance industry ACORD form. The insurance coverage required must be issued by an insurance company licensed, authorized or permitted to transact business in the State of Colorado, possessing a current A.M. Best, Inc. rating of A-VII or better, and coverage shall be reasonably satisfactory to Licensor.
   
   B. Licensee shall maintain, until all of their obligations have been discharged, the insurances set forth below.
   
   C. The insurance requirements set forth in no way limit the indemnity covenants contained in this Agreement.
   
   D. Licensor in no way warrants that the insurance limits contained in this Agreement are sufficient to protect Licensee from liabilities that might arise out of the performance of this Agreement by Licensee and its contractors, and Licensee is free to purchase any additional insurance as may be determined necessary.
   
   E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve Licensee from, nor will it be considered a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

2. **Scope and Limits of Insurance.** Licensee shall provide coverage with limits of liability not less than those stated below which limits may be satisfied by any combination of underlying and excess/umbrella insurance.

   A. **Commercial General Liability—Occurrence Form.** Licensee must maintain Commercial General Liability insurance with a limit of $2,000,000 per occurrence for bodily injury and property damage and $4,000,000 general aggregate including premises-operations, products and completed operations, independent contractor, contractual liability, personal injury and advertising injury.

   B. **Commercial Automobile Liability.** Licensee must maintain Commercial Automobile Liability insurance in the amount of $1,000,000 combined single limit each accident for bodily injury and property damage covering all of Licensee owned, hired, and/or non-owned vehicles assigned to or used in the performance of Licensee’s work or activities under this Agreement.

   C. **Workers Compensation and Employers Liability Insurance.** Licensee must maintain Workers Compensation insurance in compliance with the statutory requirements of the
state of operation and Employer’s Liability with a limit of $1,000,000 for each accident; $1,000,000 disease for each employee; $1,000,000 disease-policy limit.

D. Builders’ Risk/Installation Floater Insurance. Builders’ Risk/Installation Floater Insurance must be maintained until whichever of the following first occurs: (i) final payment has been made; or, (ii) until no person or entity, other than Licensor, has an insurable interest in the property required to be covered.

(1) The Builders’ Risk/Installation Floater insurance must be endorsed so that the insurance will not be canceled or lapse because of any partial use or occupancy by Licensor, or provide equivalent coverage within main policy

(2) The Licensee is responsible for payment of all deductibles under the Builders’ Risk/Installation Floater insurance policy.


A. Miscellaneous Provisions.

(1) Licensee's insurance coverage must be primary insurance with respect to Licensor, its officers, officials, and employees. Any insurance or self-insurance maintained by Licensor, its officers, officials, and employees shall be in excess of the coverage provided by Licensee and must not contribute to it.

(2) Licensee's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(3) The policies must contain a severability of interest clause and waiver of subrogation against Licensor, its officers, officials, and employees, for losses arising from work performed by Licensee for Licensor.

(4) Licensee is required to maintain Commercial General Liability insurance for so long as Licensee’s Equipment is located in or on Licensor’s Public Highway. Licensee must submit a Certificate of Insurance evidencing Commercial General Liability insurance at the beginning of this period and anytime during this period that such insurance is renewed or modified, evidencing the insurance requirement and including the required Additional Insureds set forth herein.

(5) If a Certificate of Insurance is submitted as verification of coverage, Licensor will reasonably rely upon the Certificate of Insurance as evidence of coverage, but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

(6) Upon receipt of notice from its insurer, Licensee shall use its best effort to provide the Licensor with thirty (30) days prior written notice of cancellation. Such notice shall be sent directly to City Manager’s Office, City of Fort Collins, P.O. Box 580, Fort Collins, CO 80522-0580.

B. Licensor as Additional Insured. The above-referenced policies shall, excluding workers compensation and employer’s liability, expressly name the Licensor, its officers, officials, and employees as an additional insured as their interest may appear under this Agreement with respect to liability arising out of activities performed by Licensee.
EXHIBIT C

TECHNICAL REQUIREMENTS

1. This Exhibit C sets forth additional technical requirements applicable to all Wireless Sites and attachments permitted under a Supplement Site License under the Agreement between Licensor and Licensee. These requirements supplement those in the Fort Collins Small Cell Design Guidelines, as amended, which are incorporated by reference herein. Terms not defined herein shall have the definitions set forth in the Agreement to which this Exhibit C is attached.

2. Except as allowed by Law, Licensee shall not (i) unless otherwise agreed to by the Parties in a Supplement Site License and (ii) unless the Licensee obtains additional, required permitting and land use approval in accordance with applicable Law, increase the height of a pole in the ROW in excess of the height conditions in the Fort Collins Small Cell Standards & Specifications and Installation Specifications, and in no event shall an exception permit a height increase in excess of 36’7” feet. Licensor shall weigh any request by Licensee for an increase in height over 36’7” feet in a Supplemental Site License in light of Licensor’s historic preservation policies, aesthetic considerations, pedestrian, disabled person and/or bicyclist access to sidewalks, public safety concerns, technical installation conflicts, and compliance with the City Code and Land Use Code. Exceptions to this maximum height will be considered where proposed structures collocate and/or combine multiple uses (antennas and street lighting, or 4/5G equipment, for example), where no other Municipal Facility exists within two hundred feet (200’) radially of a proposed location, or are within areas where adjacent utility or street light pole heights are consistently greater.

3. Nothing in this Agreement shall be interpreted to authorize the installation of macro wireless communications service facilities, macro base stations, or a similar high-powered cellular facility in the Public Highway, nor the installation of macro wireless towers or poles intended to serve macro facilities, except pursuant to federal, state and local laws.

4. Ground-mounted components of Wireless Sites shall be installed within an enclosure no larger than seventeen cubic feet in volume.
EXHIBIT D

OPERATIONAL AND DESIGN STANDARDS

A. Operational Standards.

(a) Federal Requirements. All Small Cell antennas and other wireless communication transmission equipment utilizing small cell technology installed pursuant to this Agreement and all associated Supplement Site Licenses (“Equipment”) shall meet the current standards and regulations of the FAA, FCC and any other agency of the federal or state government with the authority to regulate telecommunication equipment. If such standards and regulations are changed, Licensee shall bring such Equipment into compliance with such revised standards and regulations within the period mandated by the controlling federal or state agency. Failure to meet such revised standards and regulations shall constitute grounds for the removal of the Equipment from any site under this Agreement at Licensee’s expense.

(b) Radio Frequency Standards. Subject to Section 7.7 of the Agreement, all Equipment shall comply with federal standards for radio frequency emissions. If concerns regarding compliance with radio frequency emissions standards for Equipment are made to Licensor, Licensor may request Licensee provide information demonstrating compliance. If such information suggests, in the reasonable discretion of Licensor, the Equipment may not be in compliance, Licensor may request, and Licensee shall submit a project implementation report which provides cumulative field measurements of radio frequency emissions of all antennas installed at the subject site, and which compares the results with established federal standards. If, upon review, Licensor finds the facility does not meet federal standards, Licensor may require corrective action within a reasonable period, and if not corrected, may require removal of the Equipment as an unauthorized use under this Agreement. Any reasonable costs incurred by Licensor, including reasonable consulting costs to verify compliance with these requirements, shall be paid by Licensee upon demand by Licensor or, if such costs remain unpaid after demand, Licensor may recover such costs by the same manner and method authorized to recover nuisance abatement costs under the Fort Collins Municipal Code.

B. Design Standards.

(a) In addition to all standards of Licensee’s Permit(s) under the Code, and the Fort Collins Small Cell Standards & Specifications, as amended, which are incorporated by reference herein, the requirements set forth in this Exhibit shall apply to the location and design of all Equipment governed by this Agreement; provided, however, Licensor may waive any Permit requirement and/or any of these requirements if Licensor determines the goals of this Exhibit are better served thereby without any notice requirements or public hearing. To that end, Equipment shall be designed and located to minimize the impact on the subject neighborhood and to maintain the character and appearance of the specific location.

(1) General Principals.

a. All Equipment covered by this Agreement shall be architecturally compatible with the surrounding area as feasible;
b. All electrical, communication, and other wiring to Equipment components, including radios, antennae and backhaul connections, shall be fully concealed, internal to the structure where possible and shrouded in all other instances;

c. Height or size of the proposed Equipment and any Replacement Pole should be minimized and conform to the standard form factor of Licensor Municipal Facility to the maximum extent practicable;

d. Equipment shall be sited in a manner that takes into consideration its proximity to residential structures and residential district boundaries, uses on adjacent and nearby properties, and the compatibility of the facility to these uses, including but not limited to proximity of Wireless Site to first and second story windows;

e. Equipment shall be designed to be compatible with the site, with reference to design characteristics that have the effect of reducing or eliminating visual obtrusiveness. Appurtenances shall match the standard form factor of Licensor Municipal Facility to the maximum extent practicable; and

f. Equipment shall be designed to have minimal impact on the surrounding area of the proposed ingress and egress, if any.

(2) Camouflage/Concealment. Equipment shall, to the maximum extent feasible, match the appearance and design of exiting Licensor Municipal Facilities adjacent to the Wireless Site, as much as possible, and when not technically practicable that Equipment to use camouflage design techniques including, but not limited to the use of materials, colors, textures, screening, landscaping, or other design options that will blend the Equipment to the surrounding natural setting and built environment. Design, materials and colors of Equipment not identical to exiting Licensor Municipal Facilities shall otherwise be compatible with the surrounding environment. Designs shall be compatible with structures and vegetation on the same parcel and adjacent parcels.

a. Camouflage design may be of heightened importance where findings of sensitivity are made (e.g., proximity to historic or aesthetically significant structures, views, and/or community features). In such instances where Equipment is located in areas of high visibility, they shall (where possible) be designed to minimize their profile.

b. Equipment, including antennas, vaults, equipment rooms, equipment enclosures, and tower structures shall be constructed out of non-reflective materials (visible exterior surfaces only).

(3) Any antenna installed on a structure other than a Municipal Facility (including, but not limited to the antennas and accessory equipment) shall be of a neutral, non-reflective color that is identical to, or closely compatible with, the color of the supporting structure, or uses other camouflage/concealment design techniques to make the antenna and related facilities as visually unobtrusive as possible.

(4) Traffic and Public Highway uses. No Equipment or structure installed pursuant to this Agreement may alter vehicular circulation or parking within the Public Highway or impede vehicular, bicycle, or pedestrian access or visibility along the Public Highway as required by law. All structures must comply with the Americans With Disabilities Act and every applicable local, state, and federal law and regulation. No structure may be located or maintained in a manner that causes unreasonable interference. “Unreasonable
interference” means any use of the Public Highway that disrupts or interferes with its use by Licensor, the general public, or other person authorized to use or be present upon the Public Highway, when there exists an alternative that would result in less disruption or interference, irrespective of the cost to Licensee associated with such alternative installation or attachment method. “Unreasonable interference” includes any use of the Public Highway that disrupts vehicular or pedestrian traffic (including traffic view triangles), any interference with public utilities, and any other activity that will present a hazard to public health, safety, or welfare (including creation of overhead hazards falling into vehicular or pedestrian traffic on driving or walking surfaces).

(5) Setbacks and Separation. The following minimum setbacks and separation requirements shall apply to all Equipment installed pursuant to this Agreement; provided, however, Licensor may reduce standard setbacks and separation requirements if Licensee demonstrates the goals of this Exhibit can be better met by reduced setback and separation requirements that protect the public health and safety, view corridors, or minimize adverse impact or effectively prohibit the deployment of wireless services and shall be able to do so without a public hearing, though may require Licensee to provide public notice as set forth in Section 7.8 of the Master License. All Equipment installation sites shall be consistent with the Fort Collins Small Cell Standards & Specifications and Installation Specifications, as amended, and at least two hundred (200) feet from any support structure greater than sixty (60) feet in height to which an existing radio antenna, or aerial telecommunication equipment is attached, measured from the top of the proposed Equipment support structure to the height of the existing equipment.
EXHIBIT E

ATTACHMENTS TO TRAFFIC SIGNAL FACILITIES

Licensee shall not be permitted to attach to any traffic signal facility, including any signal pole or above-ground element thereof, when another permitted attachment structure under this Agreement exists within two hundred feet (200’) radially of an identified traffic signal facility. In no event shall Licensee be permitted to attach Equipment to any signal pole mast arm. To the extent attachment to a traffic signal facility is permitted, Licensee shall satisfy requirements below.

Traffic Signal Pole Requirements

Signal poles already supporting Police equipment are not eligible for Licensee equipment placement. Equipment placed on signal poles may be required to be relocated at any time if the subject signal pole is needed for placement of law enforcement equipment.

Signal poles are engineered structures designed to specific loading criteria and required AASHTO standards. Modifications to the loading due to the Equipment will require an engineering analysis stamped by a Colorado licensed professional engineer, provided at Licensee’s expense.

All cabling must be external to the signal pole and shielded per Fort Collins Traffic Engineering standards to eliminate interference with existing signal cables and conductors.

All signal pole installations shall be designed and installed to contain separate power fuses to prevent the pole from becoming electrified due to an Equipment fault.

Cables, conduits and bands must not interfere with access to or operation of any of the traffic signal equipment. Specific clearances may be required by Fort Collins Traffic Engineering standards and case by case review.

Analysis must be provided to Licensor to show the proposed equipment will not interfere with Licensor’s or any government public safety wireless network operating in the 900 MHz and 2.4 GHz and 5.8 GHz frequencies.

Licensee must be accompanied by Fort Collins Traffic Engineering staff at all times during installations on signal poles and involved Licensee personnel must hold at least a Level I IMSA Traffic Signal certification (level II preferred) to demonstrate comprehension of the implications of any negative impacts to local traffic signal infrastructure.

Equipment installation or servicing on signal poles shall be coordinated with the Fort Collins Traffic Operations and Engineering groups at least three (3) business days in advance, or such shorter period as Traffic Operations and Engineering may require of City crews working on such structures.
ResOLUTION 2021-033

APPROVING FORT FUND GRANT DISBURSEMENTS.

THE PURPOSE OF THIS ITEM IS TO APPROVE FORT FUND GRANTS FROM THE CULTURAL DEVELOPMENT AND PROGRAMMING ACCOUNT AND THE TOURISM PROGRAMMING ACCOUNT FOR THE SELECTED COMMUNITY EVENTS IN THE PROJECT SUPPORT II CATEGORY, BASED UPON THE RECOMMENDATIONS OF THE CULTURAL RESOURCES BOARD.

STAFF RECOMMENDATION

Staff recommends adoption of the Resolution.

BACKGROUND / DISCUSSION

February 25, 2021 Funding Session

At their February 25, 2021 funding session, the Cultural Resources Board reviewed 12 Project Support II applications with total requests equaling $55,500. Twelve applications were found eligible and recommended for funding for $48,000.

The following table summarizes the Project Support II requests, available funds and grant award amounts:

<table>
<thead>
<tr>
<th>Grant Requests</th>
<th>Available Funds</th>
<th>Grant Awards</th>
</tr>
</thead>
<tbody>
<tr>
<td>$55,500</td>
<td>$48,000</td>
<td>$48,000</td>
</tr>
</tbody>
</table>

Fort Fund grants support arts and cultural events that enrich the creative vitality of the community, promote local heritage and diversity, and provide opportunities for arts and cultural participation. The grants help promote Fort Collins as a creative center and tourist destination and promote the health and well-being of all residents and visitors.
The Cultural Resources Board scored each application using the funding criteria outlined in the Fort Fund Guidelines and discussed the applications at its February 25, 2021 meeting. The 2021 grant application specifically included a question on how applicants would produce their project if COVID-19 restrictions were still in place. This aided the Board with its review of the project feasibility. The Board discussion is outlined in the draft minutes. (Attachment 1) The Board is recommending disbursement of $48,000 to the eligible applicants as outlined in Exhibit A to the Resolution.

CITY FINANCIAL IMPACTS

The Fort Fund grant program, established in 1989, disburses lodging tax revenues deposited in the City's Cultural Development and Programming Account and Tourism Programming Account in accordance with the provisions of Section 25-244 of the City Code. This Resolution would distribute $48,000 from the Cultural Development and Programming Account and Tourism Programming Account to local non-profit organizations. Each grantee organization must provide funds to match the grant amount. These funds were budgeted and appropriated in the 2021 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 Council for programs and organizations to receive funding at the recommended grant amounts from the Cultural Development and Programming Account and Tourism Programming Account.

Exhibit A to the Resolution presents the allocations recommended by the Cultural Resources Board to the Council for Project Support II funding.

ATTACHMENTS

1. Cultural Resources Board Minutes (draft) (PDF)
CALL TO ORDER: 5:31 PM

ROLL CALL
- Board Members Present – Will Flowers (Chair), Jean McGinnis, Vicki Fogel Mykles (Vice Chair), Aquiles Quiroga, Jennifer Zidon
- Board Members Absent - Zackery Klassen
- Staff Members Present - Jim McDonald, Liz Irvine
- Guests – Katy Schneider, Director of Marketing, Visit Fort Collins

AGENDA REVIEW

CITIZEN PARTICIPATION - Claire Anderson, CSU student, in attendance.

APPROVAL OF MINUTES
Consideration and approval of the minutes from January 28, 2021. Jennifer Zidon made a motion to accept the minutes. Vicki Fogel Mykles seconded the motion. The motion passed unanimously. Approved by roll call, Ayes: Will Flowers, Vicki Fogel Mykles, Aquiles Quiroga, Jennifer Zidon.

UNFINISHED BUSINESS

NEW BUSINESS
- Katy Schneider, Director of Marketing, Visit Fort Collins – Update
  o Lodging tax was down 42% in January.
  o Tourism Business Improvement District being sought by Visit Fort Collins – Introduction of hotel voluntary self-assessed fee. Fee would be dedicated to tourism and sales.
  o Creative Sector Marketing Awareness Campaign will roll-out throughout the year.
- 2021 Project Support II – Discussion and Funding Recommendations
  o The Board discussed and reviewed twelve 2021 Project Support II applications. The Board recommended funding 12 organizations for a total of $48,000. Jennifer Zidon made a motion to accept the funding recommendations. Jean McGinnis seconded the motion. The motion passed unanimously. Approved by roll call, Ayes: Will Flowers, Jean McGinnis, Vicki Fogel Mykles, Aquiles Quiroga, Jennifer Zidon.
  o The recommendations are listed on page 3.
DIRECTOR’S REPORT
- Jim McDonald gave an overview of activities at the facilities, plus general updates:
  - The Fort Collins Museum of Discovery – Open and with good attendance given a limit of 100 guests in the building.
  - The Gardens on Spring Creek – Planning plant sale and eight summer concerts.
  - The Lincoln Center – Is in the level up program with the County. Fort Collins Symphony recorded their Valentine’s Day program in February. Additionally, the Denver Young Artists Orchestra recorded a virtual concert in February.
  - The 2021 Project Support II grants will be on the City Council consent calendar on 3/16/21.

BOARD MEMBER REPORTS

OTHER BUSINESS:
Discussed the Board’s Fort Fund grantee liaison list assignments for upcoming events since two members are no longer on the Board. Staff will follow up directly with Board members concerning their assignments.

ADJOURNMENT:

Respectfully submitted,
Liz Irvine
Business Support III
RESOLUTION 2021-033
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(2) and 25-244 of the City Code through its Fort Fund Program; and

WHEREAS, there are three Fort Fund funding programs available for applicants: Organizational Support, Project Support, and Project Support II for smaller organizations; and

WHEREAS, the City's Cultural Resources Board reviews applications from the community for Fort Fund monies and makes recommendations to the City Council in accordance with Section 2-203(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 February 25, 2021, the Cultural Resources Board recommended funding for various proposals in the Project Support II category 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 FORTY-EIGHT THOUSAND DOLLARS ($48,000), comprised of $37,297 from the City's Cultural Development and Programming Account and $10,703 from the Tourism Programming Account, are hereby approved for distribution as set forth in Exhibit “A”.

Passed and adopted at a regular meeting of the Council of the City of Fort Collins this 16th day of March, A.D. 2021.

____________________________________
Mayor

ATTEST:

____________________________________
City Clerk
<table>
<thead>
<tr>
<th></th>
<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>
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</thead>
<tbody>
<tr>
<td>9</td>
<td>Fort Collins Musicians Association</td>
<td>Local Music Appreciation Month</td>
<td>$5,000</td>
<td>$4,170</td>
<td>$830</td>
<td>8</td>
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<td>11</td>
<td>Fort Collins Symphony Guild</td>
<td>Musical Zoo 2022</td>
<td>$5,000</td>
<td>$4,633</td>
<td>$367</td>
<td>9</td>
<td></td>
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<tr>
<td>13</td>
<td>Global Village Museum of Arts &amp; Cultures</td>
<td>Mystical and Magic Creatures</td>
<td>$2,500</td>
<td>$2,085</td>
<td>$415</td>
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<td>16</td>
<td>High Performance Dance Theatre</td>
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<td>$5,000</td>
<td>$3,938</td>
<td>$1,062</td>
<td>7</td>
<td></td>
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<tr>
<td>17</td>
<td>Impact Dance Company</td>
<td>Every Voice Matters Integrated Art Outreach Program</td>
<td>$5,000</td>
<td>$4,633</td>
<td>$367</td>
<td>9</td>
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<tr>
<td>19</td>
<td>International Keyboard Odysseiad &amp; Festival, Inc.</td>
<td>IKOF in the Community</td>
<td>$5,000</td>
<td>$3,938</td>
<td>$1,062</td>
<td>7</td>
<td></td>
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<tr>
<td>21</td>
<td>Launch: Community Through Skateboarding</td>
<td>Build Your Own Skateboard Program</td>
<td>$5,000</td>
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<td>$367</td>
<td>9</td>
<td></td>
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<tr>
<td>23</td>
<td>Lincoln Center Support League</td>
<td>Summer Children's Concert Series</td>
<td>$5,000</td>
<td>$4,170</td>
<td>$830</td>
<td>8</td>
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<td>25</td>
<td>Poudre RiverFest 2021</td>
<td>Poudre RiverFest 2021</td>
<td>$3,000</td>
<td>$2,363</td>
<td>$637</td>
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<td>27</td>
<td>Off the Hook Arts</td>
<td>The Garden Concert Series</td>
<td>$5,000</td>
<td>$4,633</td>
<td>$367</td>
<td>9</td>
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<tr>
<td>29</td>
<td>Six Degrees Dance Collaborative</td>
<td>Summer at the Cinema: A Socially Distant Celebration of Fort Collins</td>
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<td>$4,633</td>
<td>$367</td>
<td>9</td>
<td></td>
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<td>31</td>
<td>Sustainable Living Association</td>
<td>11th Annual Earth Day Fort Collins</td>
<td>$5,000</td>
<td>$4,170</td>
<td>$830</td>
<td>8</td>
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</tr>
</tbody>
</table>

**Totals:** $55,500 $37,297 $10,703 $7,500 86%

Scores are based on application materials and Fort Fund's "Criteria for Funding."
AGENDA ITEM SUMMARY

March 16, 2021

City Council

STAFF

Jason Holland, City Planner
Brad Yatabe, Legal

SUBJECT

Resolution 2021-034 Renaming a Portion of Brightwater Drive to Windward Way.

EXECUTIVE SUMMARY

The purpose of this item is to rename a portion of Brightwater Drive that was originally named on the Water’s Edge plat to Windward Way. The new street name will aid in wayfinding for emergency services by allowing a proper sequence of assigned addresses.

STAFF RECOMMENDATION

Staff recommends adoption of the Resolution.

BACKGROUND / DISCUSSION

The City GIS Department recommends that a portion of Brightwater Drive be renamed within the Water’s Edge development. This will aid in wayfinding for emergency services and other cases so that there are not separate fragments of address ranges along Brightwater Drive. The proposed new name is Windward Way. The portion of Brightwater Drive to be renamed to Windward Way is classified as a local street on the City’s Master Street Plan and runs from Plank Lane north to Companion Way. (Attachment 2) All of the area to be renamed is within the Water’s Edge residential development currently under construction, and all property abutting the portion of Brightwater Drive to be renamed is owned by the developer of the Water’s Edge development who has consented to the renaming.

At present, Brightwater Drive begins several blocks west of Turnberry Road, at the intersection of Plank Lane. It increases in opposite directions -- to the east with 1700 to 2400 block ranges and to the north with 2900 to 3100 blocks. At the intersection of the main arterial, Turnberry Road, the street sign would show Brightwater Drive increasing to the east from the 2100 block; however, the 2900 block is several blocks in the other direction to the west. This causes confusion because it is unclear which direction includes the 2900 - 3100 blocks. The request for the street rename would change the new portion of Brightwater Drive north of Plank Lane which currently includes the 2900 - 3100 blocks that are out of sequence.

ATTACHMENTS

1. Vicinity Map(PDF)
2. Map of Area to be Renamed(PDF)
RESOLUTION 2021-034
OF THE COUNCIL OF THE CITY OF FORT COLLINS
RENMING A PORTION OF BRIGHTWATER DRIVE TO WINDWARD WAY

WHEREAS, the Water’s Edge development located east of Richards Lake and west of Turnberry Road is currently under construction; and

WHEREAS, Brightwater Drive is named on the plat for the Water’s Edge development; and

WHEREAS, in order to facilitate wayfinding for emergency services, City staff has recommended that a portion of Brightwater Drive within the Water’s Edge development be renamed to Windward Way as depicted on Exhibit “A” attached hereto and incorporated by reference; and

WHEREAS, the properties along the portion of Brightwater Drive proposed to be renamed are owned by the developer of the Water’s Edge development and the developer has consented to the renaming; and

WHEREAS, the long standing practice for renaming streets has been for the City Council to do so by resolution; and

WHEREAS, the City Council finds that granting the request to rename a portion of Brightwater Drive to Windward Way will facilitate wayfinding for emergency services and is in the best interest of the residents of Fort Collins.

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 renames the portion of Brightwater Drive depicted on Exhibit “A” attached hereto as Windward Way.

Passed and adopted at a regular meeting of the Council of the City of Fort Collins held this 16th day of March, A.D. 2021.

__________________________________
Mayor

ATTEST:

__________________________________
City Clerk
STAFF

Kai Kleer, Associate Planner
Brad Yatabe, Legal

SUBJECT

Resolution 2021-035 Finding Substantial Compliance and Initiating Annexation Proceedings for the Gil Boyer Annexation.

EXECUTIVE SUMMARY

The purpose of this item is to initiate annexation proceedings for the Gil Boyer Annexation. This is a voluntary annexation initiated by the property owner. The property contained within the annexation area is approximately 9,800 square feet and is located at 241 North Taft Hill Road, approximately 475 feet northwest of the intersection of Laporte Ave and North Taft Hill Road. The proposed zoning for this annexation is Low Density Mixed Use Neighborhood (L-M-N).

The proposed Resolution makes a finding that the annexation petition substantially complies with the Municipal Annexation Act of 1965, determines that a hearing should be established regarding the annexation, and directs notice be given of the hearing. The hearing will be held at the time of First Reading of the annexation and zoning ordinances, and notice will be published and distributed as required by State law. 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 Agreement Regarding Growth Management.

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 Agreement Regarding Growth Management.

STAFF RECOMMENDATION

Staff recommends adoption of the Resolution.

BACKGROUND / DISCUSSION

This is a voluntary annexation of a single 9,800 square foot lot located within the Fort Collins Growth Management Area (GMA). According to policies and agreements contained in the Larimer County and City of Fort Collins Intergovernmental Agreement (IGA) regarding Growth Management dated June 24, 2008, as amended (IGA), the City agrees to consider annexation of property in the GMA when the property becomes eligible for annexation under the Colorado Revised Statutes.

The Gil Boyer Annexation gains the required contiguity to existing city limits from three common boundaries with the Sanctuary on the Green Annexation (2018) and satisfies the requirement that no less than one-sixth of the perimeter boundary be contiguous to the existing municipal boundary.

The proposed annexation is part of an enclave. However, the enclave is not part of any immediate plans for unilateral annexation by the City.
CITY FINANCIAL IMPACTS

There are no financial impacts associated with the Initiating Resolution for the annexation and zoning of the Gil Boyer Annexation.

BOARD / COMMISSION RECOMMENDATION

The Planning and Zoning Board will conduct a public hearing for the annexation and zoning on April 1, 2021. The Board’s recommendation will be forwarded to Council as part of the First Reading of the annexation and zoning ordinances on May 4, 2021.

PUBLIC OUTREACH

The City of Fort Collins Land Use Code and the Colorado Revised Statutes do not stipulate that a neighborhood meeting be held in conjunction with a voluntary annexation, therefore, a neighborhood meeting was not held.

ATTACHMENTS

1. Location and Zoning Map (PDF)
2. Annexation Petition (PDF)
3. Ownership and Encumbrance Report (PDF)
4. Annexation Map (PDF)
Attachment: Location and Zoning Map (10048 : Gil Boyer Annexation)
PETITION FOR ANNEXATION

THE UNDERSIGNED (hereinafter referred to as the "Petitioners") hereby petition the Council of the City of Fort Collins, Colorado for the annexation of an area, to be referred to as the Gil Boyer Annexation Annexation to the City of Fort Collins. Said area, consisting of approximately 9801 sq feet (0.225) acres, is more particularly described on Attachment "A," attached hereto.

The Petitioners allege:

1. That it is desirable and necessary that such area be annexed to the City of Fort Collins.

2. That the requirements of Sections 31-12-104 and 31-12-105, C.R.S., exist or have been met.

3. That not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed is contiguous with the boundaries of the City of Fort Collins.

4. That a community of interest exists between the area proposed to be annexed and the City of Fort Collins.

5. That the area to be annexed is urban or will be urbanized in the near future.

6. That the area proposed to be annexed is integrated with or capable of being integrated with the City of Fort Collins.

7. That the Petitioners herein comprise more that fifty percent (50%) of the landowners in the area and own more than fifty percent (50%) of the area to be annexed, excluding public streets, alleys and lands owned by the City of Fort Collins.

8. That the City of Fort Collins shall not be required to assume any obligations 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 proposed to be annexed except as may be provided by the ordinance of the City of Fort Collins.

Further, as an express condition of annexation, Petitioners consent to the inclusion into the Municipal Subdistrict, Northern Colorado Water Conservancy District (the "Subdistrict") pursuant to §37-45-136(3.6) C.R.S., Petitioners acknowledge that, upon inclusion into the Subdistrict, Petitioners' property will be subject to the same mill levies and special assessments as are levied or will be levied on other similarly situated property in the Subdistrict at the time of inclusion of Petitioners' lands. Petitioners agree to waive any right to an election which may exist pursuant to Article X, §20 of the Colorado Constitution before the Subdistrict can impose such mill levies and special assessments as it has the authority to impose. Petitioners also agree to waive, upon inclusion, any right which may exist to a refund pursuant to Article X, §20 of the Colorado Constitution.

WHEREFORE, said Petitioners request that the Council of the City of Fort Collins approve the annexation of the area described on Attachment "A." Furthermore, the Petitioners request that said area be placed in the L-M-N Zone District pursuant to the Land Use Code of the City of Fort Collins.
☐ (Check box if applicable). The Petitioners reserve the right to withdraw this petition and their signatures therefrom at any time prior to the commencement of the roll call of the City Council for the vote upon the second reading of the annexation ordinance.

Individual Petitioners signing this Petition represent that they own the portion(s) of the area described on Attachment "A" as more particularly described below:

A tract of land situate in the County of Larimer, State of Colorado, to-wit:

See Legal Description on Attachment 'A'

[Signature]

State of COLORADO
County of LARIMER

Sworn to and subscribed before me on the 11th day of Jan., 2021

PAOLO GARDNER
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20180034648
MY COMMISSION EXPIRES SEP 18, 2022

IN WITNESS WHEREOF, I/we have executed this Petition for Annexation this 11th day of Jan., 2021

Petitioner's/Owner's Signature

241 N Taft Hill Rd
Address

Fort Collins CO 80521
City State Zip

Petitioner’s/Owner’s Signature

241 N Taft Hill Rd
Address

Fort Collins CO 80521
City State Zip

revised 3/31/08
ATTACHMENT “A”

LEGAL DESCRIPTION OF THE ANNEXATION

A tract of land situate in the County of Larimer, State of Colorado, to-wit:

BEG AT PT WH BEARS N 0 10 1/2' E 520.78 FT, N 89 38' W 40 FT FROM SE COR OF SE OF NE 9-7-69, N 89 38' W 140 FT, N 0 10 1/2' E 70 FT, S 89 38' E 140 FT, S 0 10 1/2' W 70 FT TO BEG

Also Known as: 241 N Taft Hill Rd Fort Collins Colorado 80521

revised 3/31/08
ATTACHMENT "B"

STATE OF COLORADO

COUNTY OF LARIMER

The undersigned, being first duly sworn upon his oath states:

That he was the circulator of the attached Petition for Annexation and that each signature therein is the signature of the person whose name it purports to be.

[Signature]
Circulator's Signature

Subscribed and sworn to before me this 11 day of Jan, 2021, by [Signature]

Larry W. Van Doren

WITNESS my hand and official seal.

[Signature]
Commission Expiration

Sep 18, 2022

[Signature]
Notary Public

PAOLO GARDNER
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20184034648
MY COMMISSION EXPIRES SEP 18, 2022

revised 3/31/08
OWNERSHIP AND ENCUMBRANCE REPORT

Date: August 31, 2020

Effective Date: August 26, 2020

O & E Order Number: H0615591

Schedule No.: R0147524
Vesting: Gilbert G. Boyer

Property Address: 241 North Taft Hill Road, Fort Collins, CO 80521
Legal Description:

See Warranty Deed recorded November 2, 1970 in Book 1445 at Page 455, Excepting that portion contained in Deed of Dedication recorded May 31, 2006 at Reception No. 20060040423.

Encumbrances:

None

NOTE: This information is for your sole use and benefit and is furnished as an accommodation. The information has been taken from our tract indices, without reference to, or examination of, instruments which purport to affect the real property. The information is neither guaranteed nor certified, and is not an Abstract of Title, Opinion of Title, nor a Guarantee of Title, and our liability is limited to the amount of the fees.
TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the premises and reversions, remainder and reversionary, rents, issues and profits thereof; and all the rights, title, right, interest, claim and demand whatsoever of the said part iss of the first part, either in law or equity, or in and to the above described premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances unto the said premises of the second part, their heirs and assigns forever. And the said part iss of the first part, for them and their heirs, assigns, successors, and administrators do covenant, grant, bargain and agree to and with the said premises of the second part, their heirs and assigns, that at the time of the conveyance and delivery of these presents, are well sold, the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, assignments, sales, leases, taxes, assessments and encumbrances of whatever kind or nature aforesaid, except easements, reservations, and restrictions of record if any; except general taxes for 1970 and subsequent years and a first loan with Midland Federal Savings and Loan Association which buyers agree to assume and pay.

The above instrument we acknowledg before us this 29th day of October, 1970, Fred N. Still and Brenda G. Still

[SEAL]

Packet Pg. 615
## Gil Boyer Annexation

**To the City of Fort Collins, Colorado**

**A Part of the Southeast Quarter of the Northeast Quarter of Section 9, Township 7 North, Range 68 West of the 8th P.M., County of Larimer, State of Colorado**

### Finding

A certificate of annexation, as described herein, is submitted by the Mayor and City Council of the City of Fort Collins, City of Townships of the City of Fort Collins, Townships 7 North, Range 68 West of the 8th P.M., County of Larimer, State of Colorado, be it known, that the Mayor and City Council of the City of Fort Collins, City of Townships of the City of Fort Collins, Townships 7 North, Range 68 West of the 8th P.M., County of Larimer, State of Colorado, do hereby annex the real and personal property located within the boundaries of the following description:

- **Description:**
  - A part of the Southeast Quarter of the Northeast Quarter of Section 9, Township 7 North, Range 68 West of the 8th P.M., County of Larimer, State of Colorado.

### Purpose

The purpose of this annexation is to provide additional area for future development and to improve the quality of life for the citizens of the City of Fort Collins.

### Legal Description

The legal description of the property to be annexed is as follows:

- **Legal Description:**
  - A part of the Southeast Quarter of the Northeast Quarter of Section 9, Township 7 North, Range 68 West of the 8th P.M., County of Larimer, State of Colorado.

### Map Reference

A map showing the proposed annexation area is attached as Annexation Map (10048: Gil Boyer Annexation).

### Additional Information

- **Map:** Annexation Map (10048: Gil Boyer Annexation)
- **Contact:** Mayor and City Council of the City of Fort Collins, City of Townships of the City of Fort Collins, Townships 7 North, Range 68 West of the 8th P.M., County of Larimer, State of Colorado.
RESOLUTION 2021-035
OF THE COUNCIL OF THE CITY OF FORT COLLINS
FINDING SUBSTANTIAL COMPLIANCE AND
INITIATING ANNEXATION PROCEEDINGS FOR THE
GIL BOYER ANNEXATION

WHEREAS, a written petition, together with four prints of an annexation map, has been filed with the City Clerk requesting the annexation of certain property to be known as the Boyer Annexation, as more particularly described below; and

WHEREAS, the City Council desires to initiate annexation proceedings for the Boyer Annexation in accordance with the Municipal Annexation Act, Section 31-12-101, et seq., Colorado Revised Statutes.

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 accepts the annexation petition for the Boyer Annexation, located at 241 North Taft Hill Road, approximately 475 feet northwest of the intersection of Laporte Avenue and North Taft Hill Road and more particularly described as situate in the County of Larimer, State of Colorado, to wit:

A portion of the southeast quarter of the northeast quarter of Section 9, Township 7 North, Range 69 West of the 6th Principal Meridian, County of Claimer, State of Colorado, being described as follows:

The east line of the northeast quarter of Section 9, Township 7 North, Range 69 West of the 6th Principal Meridian, assumed to bear N00°37'22"E.
Commencing at the east quarter corner of Section 9, Township 7 North, Range 69 West of the 6th P.M.,
Thence along the east line of the northeast quarter of said Section 9, N00°37'22"E a distance of 520.78 feet;
Thence departing said section line, N89°11'08"W a distance of 40.00 feet, to a point on the easterly right of way of North Taft Hill Road, said point being the Point of Beginning;
Thence N89°11'08"W a distance of 140.00 feet to the east line of Sanctuary on the Green Annexation;
Thence N00°37'22"E, along the east line of said Sanctuary on the Green Annexation, a distance of 70.00 feet;
Thence S89°11'08"E, along the south line of said Sanctuary on the Green Annexation, a distance of 140.00 feet to the aforesaid easterly right of way line;
Thence S00°37'22"E a distance of 70.00 feet along said easterly right of way line to the Point of Beginning.
Containing a calculated area of 0.225 acres, more or less.

Section 3. That the City Council hereby finds and determines that the annexation petition for the Boyer Annexation is in substantial compliance with the Municipal Annexation Act in that the annexation petition contains the following:

(1) An allegation that it is desirable and necessary that such area be annexed to the municipality;

(2) An allegation that the requirements of Colorado Revised Statutes sections 31-12-104 and 31-12-105 exist or have been met;

(3) An allegation that the signers of the petition comprise more than fifty percent of the landowners in the area and own more than fifty percent of the area proposed to be annexed, excluding public streets and alleys and any land owned by the annexing municipality;

(4) The signatures of such landowners;

(5) A request that the annexing municipality approve the annexation of the area proposed to be annexed;

(6) The mailing address of each such signer;

(7) The legal description of the land owned by such signer;

(8) The date of signing of each signature; and

(9) The affidavit of the circulator of such petition that each signature therein is the signature of the person whose name it purports to be.

Section 4. That the City Council hereby finds and determines that the annexation map, four copies total, accompanying the annexation petition for the Boyer Annexation is in substantial compliance with the Municipal Annexation Act in that the map contains the following:

(1) A written legal description of the boundaries of the area proposed to be annexed;

(2) A map showing the boundary of the area proposed to be annexed;

(3) Within the annexation boundary map, a showing of the location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks; and
(4) Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the annexing municipality and the contiguous boundary of any other municipality abutting the area proposed to be annexed.

Section 5. That the Notice attached hereto as Exhibit “A” is hereby adopted as a part of this Resolution. Said Notice establishes the date, time and place when a public hearing will be held regarding the passage of annexation and zoning ordinances pertaining to the above-described property. The City Clerk is directed to publish a copy of this Resolution and said Notice as provided in the Municipal Annexation Act.

Passed and adopted at a regular meeting of the Council of the City of Fort Collins held this 16th day of March, A.D. 2021.

__________________________________
Mayor

ATTEST:

__________________________________
City Clerk
NOTICE

TO ALL PERSONS INTERESTED:

PLEASE TAKE NOTICE that the City Council of the City of Fort Collins has adopted Resolution 2021-035 initiating annexation proceedings for the Gil Boyer Annexation, consisting of approximately 0.225 acres and generally located at 241 North Taft Hill Road, and said Annexation being more particularly described in Resolution 2021-035, a copy of which is available from the City Clerk’s Office. The area to be annexed is more particularly described as:

A portion of the southeast quarter of the northeast quarter of Section 9, Township 7 North, Range 69 West of the 6th Principal Meridian, County of Claimer, State of Colorado, being described as follows: The east line of the northeast quarter of Section 9, Township 7 North, Range 69 West of the 6th Principal Meridian, assumed to bear N00°37'22"E. Commencing at the east quarter corner of Section 9, Township 7 North, Range 69 West of the 6th P.M., Thence along the east line of the northeast quarter of said Section 9, N00°37'22"E a distance of 520.78 feet; Thence departing said section line, N89°11'08"W a distance of 40.00 feet, to a point on the easterly right of way of North Taft Hill Road, said point being the Point of Beginning; Thence N89°11'08"W a distance of 140.00 feet to the east line of Sanctuary on the Green Annexation; Thence N00°37'22"E, along the east line of said Sanctuary on the Green Annexation, a distance of 70.00 feet; Thence S89°11'08"E, along the south line of said Sanctuary on the Green Annexation, a distance of 140.00 feet to the aforesaid easterly right of way line; Thence S00°37'22"E a distance of 70.00 feet along said easterly right of way line to the Point of Beginning.

That, on May 4, 2021, at the hour of 6:00 p.m., or as soon thereafter as the matter may come on for hearing in the Council Chambers in the City Hall, 300 LaPorte Avenue, Fort Collins, Colorado, the Fort Collins City Council will hold a public hearing upon the annexation petition and zoning request for the purpose of finding and determining whether the property proposed to be annexed meets the applicable requirements of Colorado law and is considered eligible for annexation and for the purpose of determining the appropriate zoning for the property included in the Annexation. At such hearing, any persons may appear and present such evidence as they may desire.

The Petitioner has requested that the Property included in the Annexation be placed in the Low Density Mixed-Use Neighborhood (“L-M-N”) Zone District.

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.

Dated this 21st day of March, A.D. 2021.

_______________________________
City Clerk
Utility Delinquencies and Uncollected Revenue
Lisa Rosintoski, Customer Connections Deputy Director
Disconnects

- Resume May 3
- Communications included in disconnect notice:
  - We are here to partner, contact utilities
  - Financial assistance programs
  - Payment arrangements
Outreach Since COVID-19 Began

March 2020
- Stopped utility disconnects and notices for non-payment per Governor's moratorium

June/July 2020
- Sent letter #1 and #2 to eligible accounts offering resources for assistance
- Governor's moratorium on disconnects lifted
- Governor’s moratorium on late fees and reconnection fees still in place

September 2020
- Council approves CARES Act funding distribution
Outreach Since COVID-19 Began

October 2020
- Sent CARES postcard #1 and letter #3 offering resources for assistance and advising resumption of disconnects

November 2020
- Sent CARES postcard #2
- Emails and phone calls advising disconnects to resume
- Council agrees to resume disconnects
- Disconnect notices resume
- Payment arrangements reinstated

December 2020
- Deadline for $550,000 CARES funding
- Disconnect notices revised
- Additional financial assistance considered
Outreach Since COVID-19 Began

**January 2021**
- Additional $30,000 of CARES funding applied to applicants that applied by 12/28 deadline
- Additional financial assistance being considered

**February 2021**
- City Council receives monthly update
- Recommend resuming disconnects 5/3

**March 2021**
- Energy Board presentation
- City Council presentation
Uncollected Revenue

Past Due Amount for All Utilities
($ beyond the service interruption deadline)

$2,092,478
$1,818,908
2020 – YTD Total Financial Assistance

TOTAL = $900,000+

- 2018: $119,397
- 2019: $86,751
- 2020: $323,591
- 2021 ytd: $44,727

PAF

CARES

$547,647

$28,262

$44,727

$28,262

$0

$100,000

$200,000

$300,000

$400,000

$500,000

$600,000

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## Potential Financial Assistance

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<td>Platte River Power Authority Gift</td>
<td>$468,941</td>
<td>City Council will be considering an appropriation</td>
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<tr>
<td>Energy Outreach Colorado (La Familia, Catholic Charities, Discover Goodwill)</td>
<td>$2.5M State</td>
<td>Funds for utility one time assistance through the Payment Assistance Fund, $1k per fuel source, no LEAP requirement at this time, customer needs to have an electric account, dollars need to be spent by 6/3/21</td>
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<td>Neighbor to Neighbor (working with other nonprofits, more details to come)</td>
<td>$10.7M Larimer County</td>
<td>Funds for <strong>rent and utility</strong> assistance were provided to Larimer County, dollars need to be spent by the end of 2021, distribution expected to begin mid-March</td>
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<td>American Rescue Plan</td>
<td>Unknown Federal</td>
<td>Biden’s recent stimulus package, City allocation and purpose unknown currently</td>
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What Are Other Utilities Doing?

**Resumed Disconnects**
- City of Loveland – August 2020
- City of Fountain – June 2020
- Colorado Springs Utilities – October 2020
- Xcel Energy
- Black Hills Energy

**Have Not Resumed Disconnects**
- City of Longmont
Recommendation to resume non-payment disconnects May 3
AGENDA ITEM SUMMARY
March 16, 2021

STAFF

Will Lindsey, Associate Planner
Paul Sizemore, Interim Director, Comm. Devt. & Neighborhood Serv.
Claire Havelda, Legal

SUBJECT

738 Campfire Drive Extra Occupancy Appeal.

EXECUTIVE SUMMARY

The purpose of this item is to consider an appeal of the Administrative Hearing Officer's Decision, on December 18, 2020, approving the 738 Campfire Drive Extra Occupancy Rental House #FDP 200018 to permit not more than 4 occupants. A Notice of Appeal was filed on January 4, 2021 alleging the Hearing Officer failed to properly interpret and apply Land Use Code (LUC) Section 3.2.2(C)(4)(b) regarding the number and type of required bicycle parking spaces. The Appellant alleges the Hearing Officer’s Decision approving the project did not meet the number of bicycle parking spaces required by the LUC and that the type of bicycle parking spaces approved do not meet the LUC definition of fixed bicycle parking spaces.

BACKGROUND / DISCUSSION

On December 10, 2020, the Administrative Hearing Officer held a public hearing to consider the application for the 738 Campfire Drive Extra Occupancy Final/Project Development Plan. The Hearing Officer issued his decision on December 18, 2020 approving the Extra Occupancy application. The Notice of Appeal, Staff Report, Hearing Officer Decision, and Record are attached.

The questions for Council regarding the appeal are:

1. Did the Administrative Hearing Officer fail to properly interpret and apply LUC Section 3.2.2(C)(4)(b) regarding the number of required bicycle parking spaces when he approved a total of three bicycle spaces as consistent with the standard for an extra occupancy dwelling occupied by up to four residents in three beds?

2. Did the Administrative Hearing Officer fail to properly interpret and apply LUC Section 3.2.2(C)(4)(b) regarding the type of required bicycle parking spaces when he approved bicycle parking spaces located in an attached garage meeting the dimensional requirements, but consisting of bicycle hooks on a garage wall as meeting the definition of Bicycle parking, fixed found in LUC Section 5.1.2?

The Notice of Appeal references failure to properly interpret LUC Section 3.2.2(C)(4)(b), which is set forth below.

“3.2.2(C)(4)(b) – Bicycle Parking Space Requirements

The minimum bicycle parking requirements are set forth in the table below. For uses that are not specifically listed in the table, the number of bicycle parking spaces required shall be the number required for the most similar use listed.
First Question on Appeal

The Notice of Appeal asserts the Hearing Officer failed to properly interpret LUC Section 3.2.2(C)(4)(b) regarding the number of required bicycle parking spaces. The Appellant alleges that four bicycle parking spaces are required.

The dwelling unit for the extra occupancy rental house is a 3-bedroom single-family dwelling. The Appellant argues that the three bicycle parking spaces provided by the applicant for the four occupants is insufficient, and that City Staff and the Hearing officer incorrectly interpreted the bicycle parking standard by taking into consideration that two of the occupants are a couple that share a bed/bedroom when calculating the minimum number of spaces required.

It should be noted that the bicycle parking standard for extra occupancy was changed as part of the Annual Land Use LUC update which was adopted in January 2021. That standard for the minimum bicycle parking requirement is now calculated by the number of occupants rather than by bed. However, since the standard which required one bicycle parking space per bed was in effect at the time the development review application was filed and went to hearing that was the standard with which the site plan had to comply.

Second Question on Appeal

The Appellant further argues that the proposed bicycle parking area in the plan does not meet the requirements of the definition for fixed bicycle parking.

LUC Section 5.1.1 contains the following definitions of “bicycle parking, fixed” and “bicycle parking, enclosed” referred to in LUC Section 3.2.2(C)(4)(b):

Bicycle parking, fixed shall mean bicycle parking that allows the bicycle frame and both wheels to be securely locked to the parking structure. The structure shall be of permanent construction such as heavy gauge tubular steel with angle bars permanently attached to the
Agenda Item 20

pavement foundation. Fixed bicycle parking facilities shall be at least two (2) feet in width and five and one-half (5½) feet in length, with additional back-out or maneuvering space of at least five (5) feet.

**Bicycle parking, enclosed** shall mean bicycle storage in lockers, a room or other space within a parking structure or other building, including a shed or carport. All types of enclosed bicycle storage must be easily accessible to entrances and walkways, secure, lighted and protected from the weather. Each storage space shall provide a minimum of six (6) square feet in area. The storage space shall not impede fire exits or be located so that parked bicycles interfere with public access.

(Emphasis added.)

While the LUC language for fixed bicycle parking is prescriptive, staff has allowed applicants to meet the code requirement in a variety of ways provided that the parking area meets the minimum dimensional standards and is of permanent and secure construction (i.e., wall mounted bicycle racks). Staff recommended approval of the proposed fixed bicycle parking area that used bicycle hooks in the attached enclosed garage as staff determined that it was adequate to satisfy the intent of the fixed bicycle parking definition because bicycles are affixed to a permanent structure, the garage wall, and they are locked and secured in a safe and convenient manner for the occupants.

Page 4 of the staff report discusses compliance with the bicycle parking requirement, and the photographs in Attachment 4 to the Staff Report are in the record and are also attached for your reference.

**ATTACHMENTS**

1. Public Notice and Mailing List  (PDF)
2. Notice of Appeal  (PDF)
3. Staff Report to Hearing Officer  (PDF)
4. Staff Presentation to Hearing Officer  (PDF)
5. Public Comments  (PDF)
6. Verbatim Transcript of Hearing, December 10, 2020  (PDF)
7. Video of Hearing, December 10, 2020  (PDF)
8. Hearing Officer Decision  (PDF)
9. Requests for Decision Report  (PDF)
10. Powerpoint Presentation  (PDF)
City Clerk’s
Public Hearing Notice
Site Visit Notice
Mailing List
PUBLIC HEARING NOTICE

Appeal of the Administrative Hearing Officer Decision regarding the 738 Campfire Drive Extra Occupancy Project Development Plan/Final Plan #FDP200018 located at 738 Campfire Drive

The Fort Collins City Council will hold a public hearing on the enclosed appeal.

Appeal Hearing Date: March 16, 2021
Time: 6:00 pm (or as soon thereafter as the matter may come on for hearing)
Location: Remote Hearing (Public Participation will be available during the Regular Council Meeting at https://zoom.us/j/98241416497)

Agenda Materials: Available after 3:00 p.m., March 11, 2021, at fgov.com/agendas.

Why am I receiving this notice? City Code requires that a Notice of Hearing be provided to Parties-in-Interest, which means you are the applicant of the project being appealed, have a possessory or proprietary interest in the property at issue, received a City mailed notice of the hearing that resulted in the decision being appealed, submitted written comments to City staff for delivery to the decision maker prior to the hearing resulting in the decision being appealed, or addressed the decision maker at the hearing that resulted in the decision being appealed.

Further information is available in the Appeal guidelines online at fgov.com/appeals.

The Notice of Appeal and any attachments, any new evidence that has been submitted and presentations for the Appeal Hearing can be found at fgov.com/appeals.

If you have questions regarding the appeal process, please contact the City Clerk’s Office (970.221.6515). For questions regarding the project itself, please contact Paul Sizemore, Community Development and Neighborhood Services Interim Deputy Director (psizemore@fcgov.com 970.224.6140).

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 the City Clerk’s Office at 970.221.6515 (V/TDD: Dial 711 for Relay Colorado) for assistance.

A petición, la Ciudad de Fort Collins proporcionará servicios de acceso a idiomas para personas que no dominan el idioma inglés, o ayudas y servicios auxiliares para personas con discapacidad, para que puedan acceder a los servicios, programas y actividades de la Ciudad. Para asistencia, llame al 970.221.6515 (V/TDD: Marque 711 para Relay Colorado). Por favor proporcione 48 horas de aviso previo cuando sea posible.

Notice Mailed: February 23, 2021

Delynn Coldiron, City Clerk

Cc: City Attorney
Community Development and Neighborhood Services
Administrative Hearing Officer

Please see other side for Site Visit Notice
NOTICE OF SITE INSPECTION

An appeal of the Administrative Hearing Officer decision of December 18, 2020 regarding the 738 Campfire Drive Extra Occupancy Project Development Plan/Final Plan #FDP200018 will be heard by the Fort Collins City Council on March 16, 2021.

Pursuant to Section 2-53 of the City Code, members of the City Council will be inspecting the site of the proposed project on March 15, 2021 at 4:30 p.m. Notice is hereby given that this site inspection constitutes a meeting of the City Council that is open to the public, including the appellants and all parties-in-interest. The gathering point for the site visit will be 738 Campfire Drive, Fort Collins, Colorado.

The purpose of the site inspection is for the City Council to view the site and to ask related questions of City staff to assist Council in ascertaining site conditions. There will be no opportunity during the site inspection for the applicant, appellants, or members of the public to speak, ask questions, respond to questions, or otherwise provide input or information, either orally or in writing. Other than a brief staff overview and staff responses to questions, all discussion and follow up questions or comments will be deferred to the hearing on the subject appeal to be held on March 16, 2021.

Any Councilmember who inspects the site, whether at the date and time above, or independently shall, at the hearing on the appeal, state on the record any observations they made or conversations they had at the site which they believe may be relevant to their determination of the appeal.

If you have any questions or require further information, please feel free to contact the City Clerk’s Office at 970.221.6515.

Dblynn Goldiron, City Clerk

Notice Mailed: February 23, 2021

Cc: City Attorney
    Community Development and Neighborhood Services
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<th>Name</th>
<th>Address</th>
<th>City, State ZIP Code</th>
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<td>3309 YULE TRAIL DR LLC</td>
<td>857 RIDGE RUNNER LLC</td>
<td>FORT COLLINS, CO 80524</td>
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<td>1991 ANGELO DR</td>
<td>8398 SPINNAKER BAY DR</td>
<td>WINDSOR, CO 80528</td>
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<td>ALEMAN VICTOR ZUNIGA</td>
<td>ALLSUP ROBERT L/LAURA L</td>
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<td>3702 ELGIN PL</td>
<td>956 RIDGE RUNNER DR</td>
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<td>ANNAMEIER TRAVIS W/SHELLY K</td>
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MSH REAL PROPERTIES-A LLC
4420 EAGLE LAKE DR
FORT COLLINS, CO 80524

MURPHY CYNTHIA J
LIVENS MICHAEL D
PO BOX 1516
FORT COLLINS, CO 80522

MUSE BRIAN L/SANDRA GALE YOST
3281 GLACIER CREEK DR
FORT COLLINS, CO 80524

NANCE RONNIE G
PACK-NANCE DEBRA
939 TRADING POST RD
FORT COLLINS, CO 80524

NOBLE JEFFREY R
3614 GLENLYON CT
FORT COLLINS, CO 80524

OAMEK FAMILY TRUST
136 RUNNING FARM LN UNIT 103
STANFORD, CA 94305

OKEEFE SHANE R/JESSICA L
1020 TRADING POST RD
FORT COLLINS, CO 80524

OVERMAN JARED/CORTNEY
851 RIDGE RUNNER DR
FORT COLLINS, CO 80524

PANTE MICHAEL C
FELLMANN CONNIE D
832 RIDGE RUNNER DR
FORT COLLINS, CO 80524

MUDDY MORHIA
908 ELGIN CT
FORT COLLINS, CO 80524

MUELLER DAVID MATTHEW
WELLMAN ALISON SUZANNE
908 ELGIN CT
FORT COLLINS, CO 80524

MURPHY JOSEPH M/ELIZABETH W (.50)
HORVAT EDWARD A/SUSAN T (.50)
3313 GREEN LAKE DR UNIT 1
FORT COLLINS, CO 80524

MUSIAL STEPHEN G
MORREN-MUSIAL LAURIE A
911 TRAPPERS PT
FORT COLLINS, CO 80524

NAPELBAUM ERIC/CHRISTINE
NEAVES KYLE R
951 RIDGE RUNNER DR
FORT COLLINS, CO 80524

NEAPOLIS JEFF
3657 CULLEN CT
FORT COLLINS, CO 80524

OAKS ANNE-LAURE
856 CAMPFIRE DR
FORT COLLINS, CO 80524

OATES ANDREW WILLIAM
3409 WAGON TRAIL RD
FORT COLLINS, CO 80524

ONEILL PATRICK D/STEFANIE J
821 ROARING CREEK DR
FORT COLLINS, CO 80524

OSTROSKI JOSEPH A/NICOLE J
1020 CAMPFIRE DR
FORT COLLINS, CO 80524

OVERTON ADAM THOMAS/JESSIE MARIE
3308 WAGON TRAIL RD
FORT COLLINS, CO 80524

PAIRENTE FILIPE M
LEE SU
1026 TRADING POST RD
FORT COLLINS, CO 80524

PANTE DOMINICK A JR/CAROL A
3263 GREEN LAKE DR
FORT COLLINS, CO 80524

PAUL DONNELL W.HEATHER M
3256 GREENLAKE DR
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FORT COLLINS, CO 80524

NULL
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OAKS ANNE-LAURE
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FORT COLLINS, CO 80524

OELTJENBRUNS CHAD E
3220 GREEN LAKE DR
FORT COLLINS, CO 80524

NULL
NULL
20.1 Packet Pg. 644
Attachment: Public Notice and Mailing List (10050 : 738 Campfire Appeal)
PETERSON DEBRA/JONATHAN
3421 WAGON TRAIL RD
FORT COLLINS, CO 80524

POWERS DEBORAH S
GILBERT BRIAN
3321 WAGON TRAIL RD
FORT COLLINS, CO 80524

QUINBY JOHN R/MANDA S
1126 ELGIN CT
FORT COLLINS, CO 80524

REUBLIN MARY LOU
914 TRADING POST RD
FORT COLLINS, CO 80524

ROBERSON WESLEY
LEY ANDREA
1033 ELGIN CT
FORT COLLINS, CO 80524

RONNEVIK JON T/KRISTIN L
3403 WAGON TRAIL RD
FORT COLLINS, CO 80524

ROTH RORY/LISA
3215 GREENLAKE DR
FORT COLLINS, CO 80524

RUNGE HEIDI D
1014 ELGIN CT
FORT COLLINS, CO 80524

PETTER NATHAN J
1121 ELGIN CT
FORT COLLINS, CO 80524

PRATO ALICIA R
CULPEPPER CHARLES E
1003 ELGIN CT
FORT COLLINS, CO 80524

RADMAN JASON/LAURA E
3569 BEAR RIVER CT
FORT COLLINS, CO 80524

RAY MICHAEL/SARA
720 CAMPFIRE DR
FORT COLLINS, CO 80524

RIDER LUCAS
PEDREGON ADRIENNE
3620 GLENBARR CT
FORT COLLINS, CO 80524

RITCHIE KYLE
915 ELGIN CT
FORT COLLINS, CO 80524

RODRIGUEZ KARLA LIZET SAAVEDRA
FUENTES SAUL LOZANO
3480 YULE TRAIL DR
FORT COLLINS, CO 80524

ROSENBERG STEPHEN
SCOTT/HEATHER RENAE
856 RIDGE RUNNER DR
FORT COLLINS, CO 80524

RUBENSTEIN JEFFREY M/KADIE L
3398 WAGON TRAIL RD
FORT COLLINS, CO 80524

SACKS JEREMY/JACQUELYN
927 CAMPFIRE DR
FORT COLLINS, CO 80524

SANDFISH PROPERTIES INC
PO BOX 506
FORT COLLINS, CO 80522

PETTS TIMOTHY L
GEARKE-POTTS KATHLEEN ANN
3314 YULE TRAIL DR
FORT COLLINS, CO 80524

PROVOPULOS AMY
903 ELGIN CT
FORT COLLINS, CO 80524

RAINES SHARON L
833 ELGIN CT
FORT COLLINS, CO 80524

REPPAS GREGORY T/LAURIE H
3309 WAGON TRAIL RD
FORT COLLINS, CO 80524

RIDGE RUNNER LLC
814 RIDGE RUNNER DR
FORT COLLINS, CO 80524

RIVERA REBECCA E/RODNEY D
833 RIDGE RUNNER DR
FORT COLLINS, CO 80524

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<td>Robert Starling</td>
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Notice of Appeal

Filed by
Joseph Brown
January 4, 2021
NOTICE OF APPEAL

Action Being Appealed: Approval for 738 Campfire Drive Extra Occupancy Project Development
Plan/ Final Plan #FDP200018

Date of Action: 12/18/2020 Decision Maker: Marcus A. McAskin

Appellant/Appellant Representative (if more than one appellant):
Name: Joseph Brown Phone #: [redacted]
Address: [redacted] Email: josephtrailhead@gmail.com

INSTRUCTIONS
For each allegation marked below, attach a separate summary of the facts contained in the record which support the allegation of no more than two pages, Times New Roman 12-point font. Please restate allegation at top of first page of each summary.

GROUNDs FOR APPEAL

The Decision Maker committed one (1) or more of the following errors (check all that apply):

☑ Failure to properly interpret and apply relevant provisions of the City Code, the Land Use Code, and Charter. List relevant Code and/or Charter provision(s) here, by specific Section and subsection/paragraph:

Land Use Article 3.2.2.(C)(4)

Failure to conduct a fair hearing in that:

☐ (a) The Board, Commission, or other Decision Maker exceeded its authority or jurisdiction as contained in the Code or Charter. [New evidence not allowed]
☐ (b) The Board, Commission or other Decision Maker substantially ignored its previously established rules of procedure. [New evidence not allowed]
☐ (c) The Board, Commission or other Decision Maker considered evidence relevant to its findings which was substantially false or grossly misleading. [New evidence allowed]
☐ (d) The Board, Commission or other Decision Maker improperly failed to receive all relevant evidence offered by the appellant. [New evidence allowed]
☐ (e) The Board, Commission or other Decision Maker was biased against the appellant by reason of a conflict of interest or other close business, personal or social relationship that interfered with the Decision Maker’s independence of judgment. [New evidence allowed]

NEW EVIDENCE

All new evidence the appellant wishes Council to consider at the hearing on the appeal must be submitted to the City Clerk within seven (7) calendar days after the deadline for filing a Notice of Appeal and must be clearly marked as new evidence. No new evidence will be received at the hearing in support of these allegations unless it is submitted to the City Clerk by the deadline (7 days after the deadline to file appeal) or offered in response to questions posed by Councilmembers at the hearing.

Form updated 4/22/2020
APPELLANTS

Parties-in-interest have the right to file an appeal. A party-in-interest is a person who, or organization which, has standing to appeal the final decision of a board, commission or other decision maker. Such standing to appeal is limited to the following:

- The applicant.
- Anyone who owns or occupies the property which was the subject of the decision made by the board, commission or other decision maker.
- Anyone who received the mailed notice of, or spoke at, the hearing of the board, commission or other decision maker.
- Anyone who provided written comments to the appropriate City staff for delivery to the board, commission or other decision maker prior to or at the hearing on the matter that is being appealed.
- A City Councilmember.

Signature:  
Name: Joseph Brown  
Email: josephtrailhead@gmail.com  
Address:  
Phone #:  

Describe how you qualify as a party-in-interest:
I received the mailed notice of, and spoke at, the hearing held for the project proposal on Thursday, December 10th, 2020.

Signature:  
Name:  
Email:  
Address:  
Phone #:  

Describe how you qualify as a party-in-interest:

Signature:  
Name:  
Email:  
Address:  
Phone #:  

Describe how you qualify as a party-in-interest:

ATTACH ADDITIONAL SIGNATURE SHEETS AS NECESSARY

Form updated 4/22/2020
Summary of Facts

Failure to properly interpret and apply relevant provisions of the City Code, the Land Use Code, and Charter.

- Land Use Article 3.2.2(C)(4): This plan is required to provide 1 bicycle parking space per bed.

The appellant argues that the Hearing Officer failed to properly interpret and apply the relevant provisions of the Land Use Code governing the site planning and design standards in 3.2.2(C)(4) regarding the appropriation of the required number of bicycle parking spaces. The Land Use Code Standards require one (1) bicycle parking space per bed. However, the proposal submitted to the city (and supported by the City Planner) only required three (3) parking spaces. The stated purpose of the Extra Occupancy Proposal submitted by Mr. Huynh was to increase the occupancy from three (3) to four (4) tenants. It appears that the City Planner (in setting and then determining whether this dwelling met the criteria) and the Hearing Officer considered information that should be irrelevant and outside of the purview of their decision: namely that the renter shared that she and her partner share a bed in the dwelling. By considering this information, the Hearing Officer failed to properly interpret and apply the relevant provision governing this Land Use Code Standard. After all, the provision states “beds” and not “bedrooms” specifically to address dwellings in which multiple occupants share a single bedroom but cannot share a single bicycle. The Hearing Officer’s consideration of this interpretation of “beds” based on the information provided by the renter (sleeping arrangements and cohabitation preferences) is outside of the purview of the Hearing Officer and is bad practice for the application for Land Use Code Standard enforcement in a situation in which the permitted use is permanent and ongoing. The appellant wonders what the City Planner and the Hearing Officer may have approved if the renter had stated that all occupants shared the same bed. Clearly that information would not factor into a decision, and the renter’s cohabitation preferences presented in this proposal should not have been considered either.

In addition, in the Final Comment Letter from Fort Collins Community Development and Neighborhood Services (dated on August 14th, 2020), the owner was required to construct the bicycle rack in the following manner:

*Fixed bicycle parking shall mean parking that allows the bicycle frame and both wheels to be securely locked to the parking structure. The structure shall be of permanent construction such as heavy gauge tubular steel with angle bars permanently attached to the pavement foundation. Fixed bicycle parking facilities*
shall be at least two feet in width and five and one half feet in length, with additional back out or maneuvering space of at least five feet.

The language was very clear that these requirements were expected. However, the applicant was allowed to satisfy in a manner not consistent with these clear expectations. No explanation for the change was provided at the time of the hearing.

Because the proposal fails to comply with the Land Use Code Standard, the standard described in the Final Review Letter (Aug 2020), and because the improper interpretation was applied by the Hearing Officer, the appellant requests that the proposal approval be overturned, a new review process (with all applicable fees required of the owner) initiated, the Land Use Code Standards applied and interpreted appropriately, and the owner required to install a bicycle parking rack that meets the original required specifications.
Staff Report
(with attachments)
Presented to the
Administrative
Hearing Officer
December 10, 2020
Summary of Request
This is a combined Project Development Plan/Final Development Plan to add Extra Occupancy as a permitted use in an existing single-family dwelling for up to four occupants.

Zoning Map

Site Location
738 Campfire Drive in the Trail Head neighborhood. Parcel #8704305006.

Zoning
Low Density Mixed-Use Neighborhood (L-M-N).

Property Owner
Jonathan Huynh
2908 Crusader St
Fort Collins, CO 80524

Applicant/Representative
Same as Owner

Staff
Will Lindsey, Associate City Planner

Contents
1. Project Introduction.............................2
2. Land Use Code Article 2..........................3
3. Land Use Code Article 3..........................4
4. Land Use Code Article 4..........................6
5. Findings of Fact/Conclusion ......................7
6. Recommendation......................................7
7. Attachments............................................7

Next Steps
If approved by the Hearing Officer, the applicant will be eligible to apply for a building permit and Certificate of Occupancy.

Staff Recommendation
Approval of the FDP200018
1. Project Introduction

A. PROJECT DESCRIPTION

- The proposal is to add Extra Occupancy for up to four occupants as a use of the single-family dwelling at 738 Campfire Drive.
- The existing house, driveway and garage accommodate the proposed extra occupancy.
- The property provides and exceeds the required habitable floor area for the proposed four occupants. 1,400 sq. ft. are required; 2,164 sq. ft. are provided.
- The property is within the LMN zoning district which permits the use subject to Administrative Review and hearing by a Hearing Officer.

B. DEVELOPMENT STATUS/BACKGROUND

1. Subject Property
   The house was built in 2012 within the 2004 Trail Head Block 1 Filing.

2. Surrounding Zoning and Land Use

<table>
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<th>East</th>
<th>West</th>
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<td>Land Use Single-family houses on the same block face</td>
<td>Land Use Vacant/Stormwater Detention area</td>
<td>Land Use Currently Undeveloped (Single-Family Dwellings Proposed)</td>
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C. OVERVIEW OF MAIN CONSIDERATIONS

The single main consideration in this case was off-street parking, as is typical of extra occupancy proposals. The applicant is utilizing the parking arrangement allowed by the code wherein a lot with less than 65 feet of street frontage, and which does not abut an alley than one of the required parking spaces may be aligned in a manner that does not provide direct access to the abutting street (see attached site plan and details below).

D. CITY PLAN

The City’s comprehensive plan (2019 City Plan) was updated with the participation of thousands of community members and embodies the vision and values of the community for the future. It does not specifically address issues of occupancy.

A significant theme in the plan is encouraging more housing options in general. For example, Policy LIV 5.6 on p. 42 states: “EXISTING NEIGHBORHOODS: Expand housing options in existing neighborhoods (where permitted by underlying zoning) by encouraging: Infill development on vacant and underutilized lots; Internal ADUs such as basement or upstairs apartments; Detached ADUs on lots of sufficient size; and Duplexes, townhomes or other alternatives to detached single-family homes that are compatible with the scale and mass of adjacent properties.”

Back to Top
The plan designates this part of the Trail Head neighborhood as “Mixed Neighborhood” land use designation, which is characterized by a mixture of housing types. The following excerpt from p.98 in City Plan gives a sense of the main ideas for land uses in that designation:

**Principal Land Use**

Single-family detached homes, duplexes, triplexes, and townhomes

**Supporting Land Use**

ADUs, small scale multifamily buildings, small-scale retail, restaurants/cafes, community and public facilities, parks and recreational facilities, schools, places of worship

**Key Characteristics/Considerations (Existing Neighborhoods)**

- While many existing Mixed-Neighborhoods may consist predominantly of single-family detached homes today, opportunities to incorporate ADUs or other attached housing options of a compatible scale and intensity may be feasible in some locations.
- The introduction of larger townhome or multifamily developments into existing single-family neighborhoods should generally be limited to edge or corner parcels that abut and/or are oriented toward arterial streets or an adjacent Neighborhood Mixed-Use District where transit and other services and amenities are available.
- Where townhomes or multifamily buildings are proposed in an existing neighborhood context, a transition in building height, massing and form should be required along the shared property line or street frontage.
- As existing neighborhoods change and evolve over time, rezoning of some areas may be appropriate when paired with a subarea or neighborhood planning initiative. See the Priority Place Types discussion on page 107 for more details about changes in existing neighborhoods over time.
- While reinvestment in existing mobile home parks is encouraged, redevelopment of existing parks is not.

### 2. Land Use Code Article 2

**A. PROJECT DEVELOPMENT PLAN PROCEDURAL OVERVIEW**

1. **Conceptual Review – CDR200060**
   
   A conceptual review meeting was held on August 13, 2020.

2. **First Submittal**
   
   The PDP was submitted on September 18, 2020

3. **Neighborhood Meeting**
   
   Pursuant to LUC Section 2.2.2 – Step 2: Neighborhood Meetings, a neighborhood meeting is not required for Administrative Hearing (Type 1) projects and no meeting was held.

4. **Notice (Posted, Written and Published)**
   
   Posted Notice: September 21, 2020, Sign #572.
   Written Hearing Notice: November 25, 2020, 348 addresses mailed.
   Published Hearing Notice: Scheduled for October 20, 2020.
### 3. Land Use Code Article 3

Because the plan involves existing development which comports with the Land Use Code standards, only a few standards specific to Extra Occupancy pertain in this case.

#### A. DIVISION 3.2 – SITE PLANNING AND DESIGN STANDARDS

<table>
<thead>
<tr>
<th>Applicable Code Standard</th>
<th>Summary of Code Requirement and Analysis</th>
<th>Staff Findings</th>
</tr>
</thead>
</table>
| 3.2.2 – Access, Circulation and Parking – General Standard | This code Section requires secure, convenient, efficient parking and circulation improvements that add to the attractiveness of the development.  
- The existing subdivision development provides a parking and circulation system consistent with the standard.  
- The plan provides specific required parking per the subsections noted below. | Complies |
| 3.2.2(C)(4) – Bicycle Parking Space Requirements | This plan is required to provide 1 bicycle parking space per bed.  
- An indoor fixed bicycle parking rack provides the required three bicycle parking spaces with the necessary maneuvering space of 5 feet wide by 2.5 feet deep in the garage. | Complies |
| 3.2.2(K)(1)(j) – Required Number of Off-Street Spaces | Extra occupancy rental house uses are required to provide 0.75 parking spaces per tenant, rounded up to the nearest whole parking space, plus one (1) additional parking space if the extra occupancy rental house is owner-occupied.  
3 spaces are required in this case.  
- 3 dedicated parking spaces are provided. Per the code, if such lot has less than sixty-five (65) feet of street frontage length on any one (1) street and does not abut an alley, then one (1) of the required parking spaces may be aligned in a manner that does not provide direct access to the abutting street. | Complies |
## B. DIVISION 3.8 – SUPPLEMENTARY REGULATIONS

<table>
<thead>
<tr>
<th>Applicable Code Standard</th>
<th>Summary of Code Requirement and Analysis</th>
<th>Staff Findings</th>
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</table>
| 3.8.16 – Occupancy Limits – Increasing the Number of Persons Allowed | Subsection (E)(1) states “with respect to single-family and two-family dwellings, the number of persons allowed under this Section may be increased by the issuance of a certificate of occupancy for use as an extra occupancy rental house in zones allowing such use.”  

The proposed plan is to increase the occupancy of a single-family dwelling. If approved the applicant will submit a building permit application. Upon compliance with any building code and the approval of this application a new certificate of occupancy will be issued. | Complies via the proposed plan in the LMN zone                                                                                                                                                                                                                                                                                                                   |
| 3.8.28 – Extra Occupancy Rental House Regulations | This Section contains requirements for extra occupancy in single-family detached dwellings. 350 square feet of habitable floor space is required for each tenant plus an additional 400 square feet if the dwelling is owner-occupied.  

- 1,400 sq. ft. are required for the proposed four occupants; 2,164 sq. ft. of habitable space are provided in the existing dwelling.  

No more than 25% of parcels on a block face may be approved for extra occupancy rental house use.  

- No other Extra Occupancy Rental Houses are approved on the block face. | Complies                                                                                                                                                                                                                                                                                                                                                  |
4. Land Use Code Article 4

A. DIVISION 4.5 – LOW DENSITY MIXED-USE NEIGHBORHOOD DISTRICT (LMN)

The LMN zone district was created in 1997 as part of the City’s comprehensive plan and has been re-established in subsequent updates.

<table>
<thead>
<tr>
<th>Applicable Code Standard</th>
<th>Summary of Code Requirement and Analysis</th>
<th>Staff Findings</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.5(A) - Purpose</td>
<td>This Section states: “Purpose. The Low Density Mixed-Use Neighborhood District is intended to be a setting for a predominance of low density housing combined with complementary and supporting land uses that serve a neighborhood and are developed and operated in harmony with the residential characteristics of a neighborhood. The main purpose of the District is to meet a wide range of needs of everyday living in neighborhoods that include a variety of housing choices, that invite walking to gathering places, services and conveniences, and that are fully integrated into the larger community by the pattern of streets, blocks, and other linkages. A neighborhood center provides a focal point, and attractive walking and biking paths invite residents to enjoy the center as well as the small neighborhood parks. Any new development in this District shall be arranged to form part of an individual neighborhood.”</td>
<td>Complies as a part of the overall Trail Head development</td>
</tr>
<tr>
<td>4.5(B) - Permitted Uses</td>
<td>Extra occupancy rental houses with four or more tenants are permitted with review and a public hearing by an administrative hearing officer.</td>
<td>Complies</td>
</tr>
</tbody>
</table>
5. Findings of Fact/Conclusion

In evaluating the request for 738 Campfire Drive Extra Occupancy #FDP200018, staff makes the following findings of fact and conclusions:

1. The Project Development Plan/Final Development Plan complies with the applicable procedural and administrative requirements of Article 2 of the Land Use Code.
2. The plan complies with pertinent standards located in Article 3 – General Development Standards.
3. The plan complies with Division 4.5 - Low Density Mixed-Use Neighborhood in Article 4.

6. Recommendation

Staff recommends that the Hearing Officer approve 738 Campfire Drive Extra Occupancy #FDP200018 based on the Findings of Fact and supporting explanations found in the staff report.

7. Attachments

1. Applicant Narrative
2. Site Plan
3. Floor Plan Info
4. Bicycle Parking Photos
5. Public Comments
Project Narrative – 738 Campfire Drive Extra Occupancy

This proposal is to add extra occupancy to the existing single-family dwelling at 738 Campfire Drive (Lot 6 Block 1 of the Trailhead Subdivision) to accommodate 4 persons in the existing 3 bedrooms. This proposal will use existing site and building conditions and include the addition of a permanently fixed wall-mounted bicycle rack in the 2-car garage. No structural changes will be done to the building or impervious area added to the site.

The property is owned by Johnathon Huynh, who is the proposal applicant. The property is within the Low Density Mixed-Use Neighborhood (LMN) zone district and is subject to a Project Development Plan (PDP/Type 1). The conceptual review meeting for this proposal was held on Thursday August 13, 2020.

The home has 2164.4 square feet of habitable space consisting of 575.5 square feet on the first floor, 1045.5 square feet on the second floor, and 543.4 square feet in the finished basement. These dimensions are consistent with the Land Use Code, excluding closet, laundry, storage, and utility space. This exceeds the minimum required amount of 1400 square feet required for 4 inhabitants.

Three on-site parking spaces are provided by the 2-car garage and the concrete driveway. For this project the concrete driveway will be counted as a parking space (as per Will Lindsay of Planning Services).

The bicycle parking requirement will be met by installing wall-mounted bicycle racks for 5 bikes in the extra space on the East side of the garage, as portrayed in the site plan. The racks will be permanently fixed to the structure’s wooden struts and meet the Land Use Code rack and maneuvering space dimensions requirements.

This project will have no impact on the existing trees, therefore forestry planning was not necessary. Additionally, no ecological impacts will occur as a result of this project. Finally, the Traffic Impact Study requirement was waived.
Staff Presentation
to the
Administrative Hearing Officer,
December 10, 2020
# Contact Information

## City Staff Information:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Will Lindsey</td>
<td>Associate City Planner</td>
<td>970-224-6164, <a href="mailto:wlindsey@fcgov.com">wlindsey@fcgov.com</a></td>
</tr>
<tr>
<td>Leslie Spencer</td>
<td>Community Development</td>
<td>970-416-4288, <a href="mailto:lspencer@fcgov.com">lspencer@fcgov.com</a></td>
</tr>
<tr>
<td>Alyssa Stephens</td>
<td>Public Engagement Specialist</td>
<td>719-297-1058, <a href="mailto:astephens@fcgov.com">astephens@fcgov.com</a></td>
</tr>
</tbody>
</table>

Please email your name and full address to Leslie to receive the decision report.

If you have any technical issues, please contact Alyssa.
As required by City Council Ordinance No. 079, 2020, a determination has been made that it is desirable to conduct a remote hearing to provide reasonably available participation by parties—and-interests and the public, because meeting in person would not be prudent.
Providing Public Comment on Zoom

- Please sign in with your **first name** and **last name (or last initial)**.
- The Hearing Officer will call for public comment on each item after a short presentation from staff and/or applicants.
- Use the “Raise Hand” button at the bottom of your screen to let us know you would like to speak.
- OR, if you are listening to the meeting through a telephone, please dial *9 on your phone to raise your hand.
- We will call on you and let you know when you are able to unmute yourself.
- State your name and address when you speak.
Order of Proceedings

1. Project Introduction (staff)
2. Applicant Presentation
3. Staff Presentation
4. Staff Response to Applicant Presentation
5. Public Testimony
6. Applicant Response
7. Staff Response
8. Decision
   • Within 10 business days, Hearing Officer issues written decision
   • May approve, approve with conditions, or deny the development application

9. Decision is mailed to applicant and any person who provided testimony at public hearing

10. Appeal Process
    • Appeals are filed with the City Clerk’s Office
    • Written appeal must be received within 14 calendar days of the decision
    • Filing fee of $100.00
    • City Clerk will schedule appeal for City Council
738 Campfire Drive –
Extra Occupancy Rental House
Combined Final/Project Development Plan
FDP 200018

Type I Administrative Hearing
December 10, 2020
**Neighborhood:**
Trail Head Neighborhood

**Zone District:**
Low Density Mixed-Use (L-M-N)

**Land Use:**
*Current Use: Single-Family Dwelling*
*Proposed Use: Extra Occupancy Rental House*
- 4 tenants maximum proposed
Zoning Standards

- **Habitable space - 3.8.28**
  - 350 sf required per tenant
  - 4 tenants x 350 = 1,400 sf
  - **541 sf provided per tenant (2,164 sf total)**

- **Vehicle parking – 3.2.2(K)(1)(j)**
  - .75 spaces required per tenant
  - 4 tenants x .75 = 3 spaces
  - **3 spaces provided (each 9 ft x 19 ft)**

- **Bicycle parking - 3.2.2 (C)(4)**
  - 1 fixed space per bed required
  - 3 beds x 1 = 3 spaces
  - **3 spaces provided (fixed bicycle hooks)**
Floor Plans

2 Car Attached
[550.1 Sq ft]

First Floor
[575.5 Sq ft]

Deck
Uncovered

19.7'
Dining

Kitchen

Laundry

Living

3'

13.2'
Covered Porch

19.5'

31'

235'

10.5'
9'

8.8'

12'

12'

Covered Concrete Patio

12'

12'

116.5'

9'

3.5'

17.5'

1.5'

12'

1.5'

Second Floor
[1045.5 Sq ft]

Master Bedroom

Master Bath

Bath

Bedroom

Bedroom

Bedroom

Family

Family

Family

Basement
[543.4 Sq ft]
Staff finds the Final/Project Development Plan:

- Complies with the process located in Division 2.2 – Common Development Review Procedures for Development Applications of Article 2 – Administration.
- Complies with applicable standards of Article 3 – General Development Standards.
- Complies with standards located in Division 3.8.28 – Extra Occupancy Rental House Requirements of Article 3 – General Development Standards.
- Complies with applicable standards located in Division 4.5 Low Density Mixed-Use Neighborhood District (L-M-N) of Article 4 – Districts.
Staff recommends approval of the 738 Campfire Dr – Extra Occupancy Rental House, consolidated Project Development Plan/Final Plan, FDP200018.
City Staff Information:

**Will Lindsey**  
Associate City Planner  
970-224-6164  
wlindsey@fcgov.com

**Leslie Spencer**  
Community Development  
970-416-4288  
lspencer@fcgov.com

**Alyssa Stephens**  
Public Engagement Specialist  
719-297-1058  
astephens@fcgov.com

Please email your name and full address to Leslie to receive the decision report.

If you have any technical issues, please contact Alyssa.
Public Comments
The following people emailed comments or called prior to the Administrative Hearing for 738 Campfire Drive Extra Occupancy:

**Link to audio messages:** [https://youtu.be/L9xLTVGHERY](https://youtu.be/L9xLTVGHERY); Written comments attached.

<table>
<thead>
<tr>
<th>Name</th>
<th>Address 1</th>
<th>Address 2</th>
<th>Address 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dennis Gross</td>
<td>2764 COVENTRY LN SALT</td>
<td>920 CAMPFIRE DR</td>
<td>732 Campfire Drive</td>
</tr>
<tr>
<td></td>
<td>LAKE CITY, UT 84121</td>
<td>Fort Collins, CO 80524</td>
<td>Fort Collins, CO 80524</td>
</tr>
<tr>
<td>Ellen Halsey</td>
<td>851 Campfire Drive</td>
<td>920 Campfire Drive</td>
<td>856 Ridge Runner Drive</td>
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<td></td>
<td>Fort Collins, CO 80524</td>
<td>Fort Collins, CO 80524</td>
<td>Fort Collins, CO 80524</td>
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<tr>
<td>Dawn and Ted Donahue</td>
<td>3287 GLACIER CREEK DR</td>
<td>756 Three Forks Drive</td>
<td>3420 WAGON TRAIL RD</td>
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<td>Fort Collins, CO 80524</td>
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<td>Fort Collins, CO 80524</td>
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<tr>
<td>Susan Szulczewski</td>
<td>3215 Glacier Creek Drive</td>
<td>Scott &amp; Heather Rosenberg</td>
<td>Todd Vedder</td>
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<td></td>
<td>Fort Collins, CO 80524</td>
<td>856 Ridge Runner Drive</td>
<td>3344 WAGON TRAIL RD</td>
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<td>Fort Collins, CO 80524</td>
<td>Fort Collins, CO 80524</td>
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<tr>
<td>Sarah Bieker</td>
<td>833 Campfire Drive</td>
<td>Bruce Holbert</td>
<td>Jessica Marter</td>
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<td></td>
<td>Fort Collins, CO 80524</td>
<td>3262 Green Lake Drive</td>
<td>874 CAMPFIRE DR</td>
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<td>Fort Collins, CO 80524</td>
<td>Fort Collins, CO 80524</td>
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<tr>
<td>Eric &amp; Christine Napelbaum</td>
<td>3144 Lower Loop Drive</td>
<td>Jennifer Marquart</td>
<td>MARANG LIVING TRUST</td>
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<td></td>
<td>Fort Collins, CO 80524</td>
<td>3415 Wagon Trail Road</td>
<td>4365 REIMER RD</td>
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<td></td>
<td>Fort Collins, CO 80524</td>
<td>NORTON, OH 44203</td>
</tr>
<tr>
<td>Tricia Leslie</td>
<td>915 Trading Post Road</td>
<td>Candyce Edelen</td>
<td>Stephanie Goldin</td>
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<td></td>
<td>Fort Collins, CO 80524</td>
<td>3209 Glacier Creek Drive</td>
<td>451 Boardwalk Dr. 1008</td>
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<td>Fort Collins, CO 80525</td>
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<tr>
<td>M Martin</td>
<td>3332 WAGON TRAIL RD</td>
<td>Sandy King</td>
<td>Tricia Leslie</td>
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<td></td>
<td>Fort Collins, CO 80524</td>
<td>1008 Campfire Drive</td>
<td>915 Trading Post Road</td>
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<td>Fort Collins, CO 80524</td>
<td>Fort Collins, CO 80524</td>
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<tr>
<td>Heather Rayburn-Livingston</td>
<td>1008 Trading Post Road</td>
<td>Theresa Brown</td>
<td>Anne Oakes &amp; Rob Starling</td>
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<td></td>
<td>Fort Collins, CO 80524</td>
<td>3257 Green Lake Drive</td>
<td>856 Campfire Drive</td>
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<td>Fort Collins, CO 80524</td>
<td>Fort Collins, CO 80524</td>
</tr>
<tr>
<td>William Gerdes</td>
<td>1422 N 4TH ST ABERDEEN, SD 57401</td>
<td>Jackie Sacks</td>
<td>Anonymous (Call)</td>
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<td></td>
<td></td>
<td>927 Campfire Drive</td>
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<td>Fort Collins, CO 80524</td>
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<tr>
<td>David Eubanks</td>
<td>3557 Bear River Court</td>
<td>Gina Linde</td>
<td></td>
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<tr>
<td></td>
<td>Fort Collins, CO 80524</td>
<td>808 Campfire Drive</td>
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<td>Fort Collins, CO 80524</td>
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</table>
Alyssa,
I didn’t attend the zoom meeting at Trailhead concerning this but I’m not in agreement for allowing this. I think there would be too many cars, especially if they all had visitors.
This also may lower home values.
I’d like it to remain a family neighborhood rather than college rental property. That’s why we bought a house in this neighborhood.
Thank you,
David Eubanks
3557 Bear River Ct
Fort Collins, CO

Sent from my iPhone
Hi Alyssa,

I disapprove allowing more than 3 unrelated people in a house hold. I believe this violates Fort Collins 2 plus 1 rule. So case closed there, correct? Not even sure this warrants a zoom meeting. How is this making it into conceptual review with the City?

It also hinders vehicle traffic as the occupants alone could have four vehicles and parking some vehicles on street. Plus any gatherings they have. This poses a safety risk to drivers with oncoming traffic and children at play. The streets are not wide enough to accommodate significant parking on both sides. This is already an issue the way it is and would result in a domino effect across the neighborhood.

Regards,
Todd Vedder
Sent from my iPhone
From: Sue Szulczewski
To: Development Review Comments
Cc: Will Lindsey
Subject: [EXTERNAL] 738 Campfire Dr Extra Occupancy Development Proposal
Date: Tuesday, December 8, 2020 11:33:16 AM

I am writing to express my strong opposition to the Development Proposal FDP200018 for extra occupancy at 738 Campfire Dr in Trailhead. This proposal would allow up to four unrelated occupants at this property. I purchased my home in Trailhead because it is a quiet family neighborhood. The owner-occupied properties in Trailhead are well maintained which ensures the property values of the neighborhood.

My concern is that approval of this proposal sets a precedent which would negatively affect all of Trailhead. It will lead to other investors purchasing properties in the neighborhood to turn into higher occupancy rentals. This in turn will destroy the family neighborhood. I am also concerned about parking and tenants maintaining the property.

As a neighbor, I urge you to not approve the 738 Campfire Dr Extra Occupancy Proposal.

Susan Szulczewski
3215 Glacier Creek Dr
952 237-8523
sue.szulczewski@gmail.com
This email is in reference to the developmental proposal at the subject address.

Where are additional vehicles going to park?!

We have zero confidence that these renters will take proper care of the property. Generally speaking, it is the nature of renters to not care about a property as owners do.

This could set a precedence that will change the nature of our neighborhood. It's as if you're allowing lost cost housing to evolve here. The rent divided 4 ways has to be relatively low.

We just don't understand why this is even being considered in Trail Head. We are a community of people who take good care of their properties; families with children playing in the neighborhood.

It seems likely that 4 unrelated occupants in one single family home will likely be young, single people who are likely to party, play loud music, disturbing the ambience late at night, etc.

We have had one horrible experience (that I know of) with renters here. It leaves a bad taste!

Somebody needs to explain to us why this is being considered.

Ellen Halsey
851 Campfire Dr
FC
To whom it may concern:

My name is Gale Williams and I am the homeowner at 920 Campfire drive 80524 in the Trailhead subdivision. I am writing to express my strong opposition to the proposed extra occupancy variance at 738 Campfire dive. Most importantly this would pose a lasting safety hazard at the end of an already busy street that is elevated by the extra vehicles parked on the narrow campfire dr. Also I’m concerned with parking overflow caused in the future by the high density housing being built in the adjacent lot. This will also set a precedent in the future for more extra occupancy dwellings to be approved which will devalue our properties if the neighborhood were to see more proposals.

Thank you for you time and I hope you will take this into consideration.

Gale Williams
920 Campfire dr. Fort Collins, CO.
Alyssa, I live on Glacier Creek Dr which is part of the neighborhood that includes Campfire Dr. The development has always been a single family home project. There is a proposal in front of the city for the owner of 738 Campfire to be allowed to rent this home to 4 unrelated parties.

I am adamantly opposed to this possibility. If the owner wants to be a landlord for multiple tenants, the property should be sold and the sale receipts used to buy a multi family complex or apartment building. It goes without saying that 4 unrelated parties means at least 4 vehicles at one property. None of the occupants will be contractually obligated to the HOA since they are not owners. I have three different friends on that street with young children and they have to be vigilant about the traffic flow to keep their children safe.

If there is a vote by homeowners to influence the city's decision, I want 738 Campfire to be a single family residence; not be occupied by unrelated parties.

Thanks
Dennis Gross
801-599-2280
Hello Alyssa,

My husband and I are the owners and occupants of 1008 Trading Post Road in Fort Collins and will be unable to attend the meeting regarding 738 Campfire Dr Extra Occupancy FDP200018 but would ask that the proposal be denied.

Many of my neighbors have expressed concern at the precedent this may set for future rental properties in our neighborhood, of which there are many.

Thank you for your time regarding this matter,
Heather Rayburn-Livingston

Sent from Yahoo Mail for iPad
Hello Alyssa,

My name is Sarah Biekert, and my husband and I live with our three children just up the street from 738 Campfire Drive. I understand there is a proposal under review to allow this to become a higher occupancy rental property. I would like to express my concerns.

My family moved into this neighborhood just over a year ago. We chose it for many reasons, one of which was that the neighborhood was well maintained, and we could see that people took pride in their homes here. Since then, the value of homes in this neighborhood has only increased. That is of course of great value to us as homeowners.

The board has made us aware that a proposal like this was once approved in the neighborhood, and that the results were disastrous. The tenants did not observe the rules of our HOA, and the landlord did not enforce them nor correct the violations himself. It was a lengthy process to resolve and ultimately cost the HOA money in legal fees – money that we pay every month, even when my husband is laid off for a second time due to COVID-19, so that we can continue to improve and maintain the neighborhood we have invested in. NOT so that it can be thrown away on mitigation that could have been avoided.

I am actually very agreeable to the woman and her husband who have brought forth this proposal. They seem like great people. Affordable housing in Fort Collins is absolutely a huge problem that needs to be addressed by the City. However, this rental scenario sets a precedent for our neighborhood that I am just not comfortable with. My family’s vote therefore is a resounding no.

Thank you for your time and consideration.

Sincerely,
Sarah Biekert - 833 Campfire Drive
Hi Alyssa,

I’m writing to you regarding the request for additional occupancy at 738 Campfire Drive in the Trailhead neighborhood. I understand there will be a hearing on Thursday, December 10th to consider allowing additional occupants to rent this property. I would urge you to reconsider allowing additional occupants at this time. The neighborhood is designed for single family homes and for garage and driveway parking. Allowing additional tenants to reside at this address will necessitate street parking which is against the tenants set by our HOA.

Thank you,
Jessica Marter

Sent from my iPad
Hello,

We have received a letter about the proposal for the 738 Campfire property to rent the house to up to 4 unrelated occupants.

We are concerned that if this passes, it could have a lasting impact on our neighborhood. We don’t want to set a precedent for other investors to buy out property to rent rooms and make an already bad parking situation even worse.

Anne Oaks and Robert Starling

Sent from my iPhone
Alyssa et al,

I live at 3257 Greenlake Dr in the Trailhead neighborhood. In the strongest possible terms, I oppose any proposal to increase occupancy in our neighborhood.

We are a family neighborhood. Allowing a landlord to increase occupancy to four unrelated adults would be a complete betrayal of the natural development of our neighborhood and will permanently damage the character, the condition, and the value of Trailhead.

The Fort Collins occupancy law exists for a reason. You need to uphold the law.

Joseph Brown
Please do not allow or agree with a higher occupancy rental of the property at 738 Campfire in Trail head. As a homeowner we have worked very hard to make this a great community of neighbors helping neighbors and do not want this to change. We all enjoy this community and work to make it even better, sharing and caring about each other. We still have work to do but this will easily become one of the special places in Fort Collins that people will always want to be a part of. Development of our park coming this year will help to unify our community.
Dear Ms. Stephens,

I am writing to you to voice my strong opposition to allowing 738 Campfire to become a rental to multiple non-related people. When we moved to Fort Collins 7 years ago it was very difficult to find affordable single family housing for a dual income family (PSD employees) in a town that is overwhelmed with rental property. I imagine that factors such as increasing property taxes, rising home costs and the pandemic are making it extraordinarily difficult for an average family to make it. We currently spend over 1/3 of our post-tax income on our mortgage, property taxes, home owner’s association and house insurance.

Since we bought our home 135 townhomes have been built 50 yards from my front door. We knew that this was a possibility moving in. When the owner of 738 Campfire bought that property perhaps they should have invested in one of those townhome properties instead of destroying an opportunity for a single family home in an established neighborhood.

For this prospective landlord to want to change the rules so that they can make a buck after the rest of us have abided by them is criminal. Please deny the request.

Sincerely,
Dawn and Ted Donahue
I am surrounded by rentals!!!!!!
4 unrelated people are unacceptable. I am 74 years old; my home is my security. Some rentals are well vetted, however, some are not! Loud cars, parties, inconsiderate behavior and CONSTANT moving in and out comes with most rentals. PLEASE keep our neighborhood quiet and peaceful and a neighborhood. STOP this request!
Thank you.
I oppose the development proposal for 738 Campfire. Our home is within half a mile of 738 Campfire.

We purchased our home at 3393 Wagon Trail Rd. two years ago. We found a home in a neighborhood of single family homes and we do not want the characteristics to change.

Our HOA bylaws specify that the lots are to be developed with only single family homes. Of course, allowing up to 4 unrelated occupants would be contrary to that bylaw.

Our HOA bylaws also restrict parking to one vehicle outside our garages. The proposed sketch shows two vehicles would be parked in the driveway. That may seem trivial, but more cars mean more traffic. More traffic means both more noise and less safety for the kids and residents out walking or riding bikes on the street.

While the owner (or occupant) of 738 Campfire may have legitimate reasons for wanting additional renters, those are considerations that should have been addressed earlier. The approval of the application is requested so "nobody has to move out" and to "help them pay the rent easier." Do more than 4 unrelated occupants already live in the house? It appears the applicant may now be asking for forgiveness when he should have sought permission earlier. That would open endless possibilities and be an unfortunate precedent for future decisions.

Thank you for your consideration.

Bill Gerdes
3393 Wagon Trail Rd.
Fort Collins
Hello. There is an occupancy variance request for 738 Campfire Dr. My family and I live in the neighborhood and we would like to voice our opinion. We are in favor of the variance request. Please let me know if you have any questions.

Jeff Rubenstein 970-214-1560.
--
Jeff Rubenstein
Hi Alyssa and Will,

I'd like to share my input on the development proposal at 738 Campfire Drive Extra Occupancy FDP200018.

I am the president of the Trail Head Community HOA.

I am opposed to this request.

We have already had a problem with another property located on Yule Trail in our neighborhood (not the property in question). This property was not approved for extra occupancy, but it was rented to more than 3 unrelated people anyway. The situation we encountered there makes a good case for why I'm opposed to this proposal.

The driveways in this community are not large, and this particular rental on Yule Trail had too many occupants, too many cars. The garage was packed full of the tenants' belongings, so the occupants parked 4 cars in the driveway. Because the driveway was too short to accommodate 4 cars, they parked two so that they were blocking the sidewalk and extending into the street. The occupants parked 2-3 other vehicles in the street near the property. There were usually 4 to 6 cars at the location.

The driveway at 738 Campfire is roughly the same length as the property on Yule Trail where we had the problems. In addition, there is a fire hydrant in front of 738 Campfire, further limiting the number of cars that can be parked in front of the property.

In addition, the tenants in the Yule Trail property stored debris, equipment, used appliances and construction materials outside - in the driveway and the front yard.

I realize that this is against City regulations and was a violation of our Covenants. We attempted enforcement, sending violation notices and fines. But we as a board were unable to successfully enforce our Covenants around parking and debris. Our multiple violations were simply ignored by the tenant and owner. We do have the authority to place liens on the property, but that also doesn't accomplish the goal of compliance. We finally notified the police about the situation, and it was rectified by enforcing the City of Fort Collins occupancy limitations.

Street parking on Campfire is another concern. The community has a lot of young children, and we already have problems with traffic speeding along Campfire. We've requested help from the City to install speed bumps, but our request was declined. If we increase the number of cars parked on the street, it increases the risk of cars not seeing children at play.

I believe that permitting this proposal will have a deleterious effect on the neighborhood over time. As investors see that Fort Collins is permitting 4 unrelated people to live in one house in Trail Head, they'll no doubt start purchasing other houses in our community to do the same thing. This will increase cars parked on the street, increase our challenges enforcing our
Covenants, and increase risk for children playing.

Thank you for considering my comments.

--
Warm regards,

Candyce Edelen
President, Trail Head Board of Directors
303-882-8871
Alyssa,
Hello. Thanks for your time. I hope you’re well.

I’m writing to offer comments about the proposal at 738 Campfire Dr FDP200018, as I live in the neighborhood.

I hope the city allows the proposal to be adopted. It should approve it and thank the petitioners heartily for following appropriate procedures. Frankly, I wish the city would encourage higher density housing in neighborhoods like this all over the city.

Thanks for your time
Scott Rosenberg
To Whom it May Concern,

I am writing in regards to the development proposal for 738 Campfire Drive in Fort Collins. They want to be able to rent to up to 4 unrelated occupants. This should not be approved. That type of occupancy does not belong in this neighborhood. This neighborhood has lots of children. Extra cars parking on the street would present a hazard. In addition, I have looked at the property and they do not have much street space in front of their house. Extra vehicles would surely cause a great impact on their neighbors. We are not close to campus, but I do believe we might get students living there. Additionally we have people here that commute to the Air Force base in Cheyenne, and I could foresee the house being rented to 4 different Air Force personnel, which would create a lot of vehicles and traffic in front of that residence. Please respect the type of neighborhood that we are working to create. One that is family oriented and safe for children. Please reject this proposal. Thank you for your time.

Sincerely,
Jennifer Marquart (Trailhead resident)
Good afternoon,

I am writing in support of the development proposal to increase the occupancy of the residence at 738 Campfire Drive in Fort Collins. Throughout their tenancy, the current tenants have worked hard to keep up the residence. The lawn is mowed frequently, they laid fresh sod, they repaired and repainted the fence and they've done a great job of maintaining the landscaping. They also seem to work hard to never block the sidewalk. They’ve responded quickly and accordingly to any feedback they’ve gotten from their neighbors. I believe the area is already zoned for multiple occupancy, and as such, I don't think it's unreasonable to allow the actual occupancy limit to increase accordingly. The residence has four bedrooms and currently only allows for three occupants which doesn't make sense to me. In preparation for this hearing, the tenants of 738 Campfire have reached out to their neighbors to address any questions or concerns they may have. I feel this is worthy of respect. The tenants have opened themselves up to criticism from their neighbors in an attempt to be as helpful as possible during what I am sure is a very uncomfortable and stressful period.

I hope this message has helped to bring to light what responsible neighbors the tenants at 738 Campfire are and has helped to further their cause.

Thank you for your attention to this matter, I look forward to attending Thursday's hearing. Have a fantastic week!

Stephanie Goldin
Good evening

I am a home owner in the Trailhead subdivision and will not be able to attend the public hearing on December 10, 2020.

I strongly support the proposal to allow 4 unrelated occupants to live in the single family dwelling at 738 Campfire Drive. Allowing this small increase in occupant density is inline with the city’s climate agenda, and after my review of the documents on the city’s website the applicant has complied with all the requests. The neighborhood zoning allows for this level of density in a dwelling and any opposition seems to be based on fear that this change will decrease owner property value. As each proposal would require separate review and compliance with city procedures, that argument should not be used to deny the current proposal.

I appreciate your time and consideration.

Thank you
Heather Rosenberg
856 Ridge Runner Drive

Sent from my iPhone
Hello. I would like a copy of the decision. Thank you in advance.

-------- Forwarded message --------
From: Development Review Comments <devreviewcomments@fcgov.com>
Date: Thu, Dec 10, 2020 at 11:17 AM
Subject: Address for Decision Report
To: Development Review Comments <devreviewcomments@fcgov.com>

Good morning,

You are receiving this email because you submitted public comment on the 738 Campfire Dr. Extra Occupancy request scheduled for an administrative hearing this evening. If you would like to receive a letter notifying you of the decision on this project, please provide your name and mailing address to lspencer@fcgov.com.

The fastest and most environmentally-friendly way to view the decision report is online at fegov.com/developmentreview/proposals. I am happy to notify you when the decision letter is posted online.

Thank you,

Alyssa Stephens MA

Neighborhood Development Liaison
City of Fort Collins Neighborhood Services

Submit a public comment | Track Development Proposals

--
Jeff Rubenstein
Dear Alyssa Stephens—

I would like to formally voice my objection to proposal #572 which would allow more than 4 unrelated rental occupants to the 738 Campfire Drive. We already have a parking problem on this section of Campfire Drive with numerous vehicles parked on the street. We own the house next door and this property has been a rental for the last 6 years. We have seen numerous tenants come and go including a year with multiple college students. Allowing this exception in our neighborhood will encourage other properties to turn them into higher occupancy rentals.

I will be participating in this week’s zoom meeting to again voice my opinion on this proposal. I hope the City will consider our concerns.

Kindly,

Jeanne McDonald
732 Campfire Drive
817-983-8929
Please do not change the laws on occupancy here in Trailhead neighborhood or anywhere in Fort Collins.

Sent from my iPhone
I am reaching out as a resident who lives on campfire Drive to voice my concern for the Property proposal at 738 campfire drive. It is my understanding that the investor of the property wants to allow an extra tenant to help cover the cost of rent for the current tenants. This Investor just purchased the property earlier this year for a great price of 360,000 for a 4 bedroom single family home, taking this property out of the hands of first time home buyers in the area and now wants to allow additional tenants to occupy the property to help cover cost? This landlord has not even been a property owner at the address for a full year and we have no history or trust with what he will do with future tenants. The rent was listed at 2195 per month which divided 3 ways would leave the individual rent at 730 per month based on the current city occupancy rule. No one forced these tenants to live above their means, we all make choices on what we can and cannot afford . Investors take a risk when they rent out their homes for profit. Allowing extra tenants to occupy a single family home in our neighborhood will cause increased traffic and parked cars on the roadway . This is a neighborhood full of families and children who play outside all day and we still do not have a park for them to play safely. As a homeowner I am deeply concerned about this proposal, I purchased my property with the knowledge of the you plus two occupancy rule and expect it to be upheld.I moved out of a higher density neighborhood and purchased a home here specifically to avoid these issues. This burden will be felt by the entire neighborhood and may inspire other investors to pursue similar interests in the neighborhood. How can we be sure that this landlord doesn't raise the rent if he can have 4 unrelated tenants living under the same roof. It seems like this proposal could lead to increased per room rent in benefit of the landlord in the future. This is not a solution to the affordable housing issues in Fort Collins, this landlord took an affordable home off the market for a first time home buyer and will personally and financially benefit from an extra tenant. I look forward to the hearing this Thursday.

Jacquelyn Sacks resident on Campfire Drive
From: Theresa Brown
To: Will Lindsey; Development Review Comments
Subject: [EXTERNAL] Re: 738 Campfire Dr. Extra Occupancy FDP200018
Date: Monday, December 7, 2020 3:41:21 PM

sorry, the message sent before I was finished...

my STRONG disapproval of this proposal. Living within Fort Collins continues to be a choice. Living in a neighborhood that is outside the price range of what a group of adults can afford is a choice (not a well-thought-out choice). Attempting to change an ordinance/law based on a person's own preference is selfish and would permanently damage this neighborhood.
1. Allowing a single-family (small lot) home that contains 3 bedrooms to hold 4 unrelated adults would mean (at least) 4 separate vehicles at any given time. This neighborhood has a "walkability" score of 1/9 because cars need to be driven when going anywhere outside of the neighborhood.
2. This is a family neighborhood. My family bought our home in this neighborhood because we did not want large numbers of neighbors with no interest in long-term investment (renters). My children deserve to ride their bikes in the streets of their neighborhood without 4+ cars lining the road in this area.
3. This is the law. City Planners need to help uphold these ordinances.

There are other homes/ apartments/ condos/ townhomes for rent within Fort Collins at different price points. It is unreasonable to ask people who have already made the commitment to this neighborhood and Fort Collins (homeowners) to shoulder the burden of squeezing more bodies within a single home to benefit the bottom line of investment-property landlords.

Thank you,
Theresa Brown

On Mon, Dec 7, 2020 at 3:24 PM Theresa Brown <theresabrown22@gmail.com> wrote:
  Hi Will and Alyssa,
  I received a notice that a single family home within my neighborhood has requested extra occupancy within the home located at 738 Campfire. I am a homeowner within this neighborhood and I would like to express my STRONG
I need to make a couple corrections:

First, I should have referred to "covenants" not bylaws.

Second, the parking restriction has been removed from the covenants. Nonetheless, more cars mean more traffic.

Even with that change, I oppose the proposal.

Bill Gerdes

On December 10, 2020 at 3:24 PM, Development Review Comments <devreviewcomments@fcgov.com> wrote:

Hi William,
Thank you so much for reaching out and providing your thoughts and concerns on the proposal for extra occupancy in your neighborhood. I really appreciate you taking the time to participate in an important decision like this.

If you are able, I would encourage you to attend the hearing tonight! I think that many of the questions that you have for the planner and for the property owner may be discussed during the hearing. In the meantime, here are just a few notes for you based on my limited knowledge of this project. First, the applicant is not planning to change the home itself, so it will remain a single-family dwelling. Second, I believe this home is currently rented out to three unrelated individuals, and they would like to add an additional person. Third, I would invite you to submit a copy of your bylaws to this email address prior to the hearing, or bring it with you if you are able to attend the meeting.

Your comment will be shared with our Hearing Officer to aid in their review of the request. The Hearing Officer will be reviewing those materials in the coming days (before and after tonight’s hearing), and will issue their decision on the project within the next week. Once the decision has been issued, it will be posted at fcgov.com/developmentreview/proposals (look for the “Hearings” table!).

Please let me know if you have any additional questions or comments about this project!

Best,

Alyssa Stephens MA
From: William Gerdes <billgerdes@icloud.com>
Sent: Wednesday, December 9, 2020 12:11 PM
To: Development Review Comments <devreviewcomments@fcgov.com>
Subject: [EXTERNAL] 738 Campfire

I oppose the development proposal for 738 Campfire. Our home is within half a mile of 738 Campfire.

We purchased our home at 3393 Wagon Trail Rd. two years ago. We found a home in a neighborhood of single family homes and we do not want the characteristics to change.

Our HOA bylaws specify that the lots are to be developed with only single family homes. Of course, allowing up to 4 unrelated occupants would be contrary to that bylaw.

Our HOA bylaws also restrict parking to one vehicle outside our garages. The proposed sketch shows two vehicles would be parked in the driveway. That may seem trivial, but more cars mean more traffic. More traffic means both more noise and less safety for the kids and residents out walking or riding bikes on the street.

While the owner (or occupant) of 738 Campfire may have legitimate reasons for wanting additional renters, those are considerations that should have been addressed earlier. The approval of the application is requested so "nobody has to move out" and to "help them pay the rent easier." Do more than 4 unrelated occupants already live in the house? It appears the applicant may now be asking for forgiveness when he should have sought permission earlier. That would open endless possibilities and be an unfortunate precedent for future decisions.

Thank you for your consideration.

Bill Gerdes
3393 Wagon Trail Rd.
Fort Collins
Hi Alyssa,

One further comment. It’s my understanding that the parking for increased occupancy should not impede street access for any of the parked vehicles. This is not possible for 4 cars at this property, nor at most other lots in TrailHead. Only 2 cars can be parked with unimpeded street access.

Warm regards, Candyce

On Tue, Dec 8, 2020 at 1:13 PM Development Review Comments <devreviewcomments@fcgov.com> wrote:

Hi Candace,

Thank you so much for reaching out and providing comment on the extra occupancy request. Comments from neighbors are an incredibly important part of this process, and we really appreciate you taking the time to share your experiences with extra occupancy in the past.

All comments we receive regarding this project are forwarded on to the hearing officer so they can consider them alongside the application materials. The hearing is scheduled for this Thursday, but our hearing officers generally don’t make a decision on the spot, so it may be a week or so before you hear back. If you received a letter about the hearing, you’ll also receive a letter notifying you of the decision.

Please let me know if you have any other questions or comments for me!

Best,

Alyssa Stephens MA
Neighborhood Development Liaison
City of Fort Collins Neighborhood Services

Submit a public comment | Track Development Proposals
Hi Alyssa and Will,

I'd like to share my input on the development proposal at 738 Campfire Drive Extra Occupancy FDP200018.

I am the president of the Trail Head Community HOA.

I am opposed to this request.

We have already had a problem with another property located on Yule Trail in our neighborhood (not the property in question). This property was not approved for extra occupancy, but it was rented to more than 3 unrelated people anyway. The situation we encountered there makes a good case for why I'm opposed to this proposal.

The driveways in this community are not large, and this particular rental on Yule Trail had too many occupants, too many cars. The garage was packed full of the tenants' belongings, so the occupants parked 4 cars in the driveway. Because the driveway was too short to accommodate 4 cars, they parked two so that they were blocking the sidewalk and extending into the street. The occupants parked 2-3 other vehicles in the street near the property. There were usually 4 to 6 cars at the location.

The driveway at 738 Campfire is roughly the same length as the property on Yule Trail where we had the problems. In addition, there is a fire hydrant in front of 738 Campfire, further limiting the number of cars that can be parked in front of the property.
In addition, the tenants in the Yule Trail property stored debris, equipment, used appliances and construction materials outside - in the driveway and the front yard.

I realize that this is against City regulations and was a violation of our Covenants. We attempted enforcement, sending violation notices and fines. But we as a board were unable to successfully enforce our Covenants around parking and debris. Our multiple violations were simply ignored by the tenant and owner. We do have the authority to place liens on the property, but that also doesn't accomplish the goal of compliance. We finally notified the police about the situation, and it was rectified by enforcing the City of Fort Collins occupancy limitations.

Street parking on Campfire is another concern. The community has a lot of young children, and we already have problems with traffic speeding along Campfire. We've requested help from the City to install speed bumps, but our request was declined. If we increase the number of cars parked on the street, it increases the risk of cars not seeing children at play.

I believe that permitting this proposal will have a deleterious effect on the neighborhood over time. As investors see that Fort Collins is permitting 4 unrelated people to live in one house in Trail Head, they'll no doubt start purchasing other houses in our community to do the same thing. This will increase cars parked on the street, increase our challenges enforcing our Covenants, and increase risk for children playing.

Thank you for considering my comments.

--

Warm regards,

Candyce Edelen
President, Trail Head Board of Directors
303-882-8871

--

Warm regards,

Candyce Edelen
303-882-8871
Alyssa Stephens,

I understand that the owners of 738 Campfire are requesting a change to the current occupancy of their residence and I wanted to express my concern about this change.

We live in a smaller family neighborhood with lots of children! We want to preserve our neighborhood so that families continue to want to live here!

Unfortunately, our neighborhood has seen what happens when there are 4 renters living under one roof in our neighborhood. It was a disaster. There were cars parked everywhere, blocking driveways and sidewalks. It increased the traffic in our small neighborhood exponentially. There were loud parties and the home was kept in disarray. There was no regard for homeowners and their properties.

I am respectfully asking that the city deny the petition that will be brought forward on Thursday, Dec 10th. We live in a great family neighborhood and we don't want our neighborhood to turn into a rental community.

Thank you for your consideration,

Respectfully,

Tricia Leslie
915 Trading Post Rd, Fort Collins, CO 80524
970-402-6648
Dear Ms. Stephens,

I am writing to share my feedback regarding the upcoming development proposal CDR 200060 in the Trailhead neighborhood where the owner at 738 Campfire is requesting that they be allowed to rent the house for up to 4 unrelated occupants to “help the existing occupants be able to afford their rent”

My wife Christine and I are against this proposal for the following reasons:

- While the city ordinance and housing rules may allow up to 3 unrelated occupants, we already view having rental properties in the neighborhood as undesirable.
- While we sympathize with the owner and the current tenants, we feel the owner has the option of finding and screening tenants that can afford the three-way split of the rent without having to deviate from the ordinance.
- We also recognize these are difficult times and one or more of the tenants may be in financial difficulty due to a job loss, something we do not wish for anyone. However, this is the risk that any owner takes when purchasing a rental property and we don’t feel that we and the other owners are obligated to share in their burden of the owner losing tenants and lost rental income.
- Last, we feel that this will set a long-term precedent for other investors to purchase properties in Trailhead that has implications for potentially lowering property values, increasing instances of properties not being maintained, increased disturbances and overall increasing the density of people and traffic in our neighborhood.

For these reasons, we respectfully ask that the review board please vote against this development proposal.

Thank you for your consideration of our feedback. Please feel free to reach out if we can answer any questions.

Eric & Christine Napelbaum
Trailhead Subdivision
3144 Lower Loop Drive
Fort Collins, CO

970-889-7356
esn0556@comcast.net
Ms Stephens,

I am a trustee of the Marang Living Trust. The Trust owns properties at 3336 Unit 1 Green Lake and 3303 Wagon Trail Fort Collins.

The Trust has been notified regarding the proposal of extra occupancy at 738 Campfire, (Parcel #8704305006, FDP200018).

The Trust believes the proposal would significantly alter the nature of the development away from single family low density use.

The Trust believes, if permitted, this action would establish precedent resulting in further erosion of use away from single family low density housing.

The Trust believes the proposal would in effect allow a boarding house or hostel to be established in the development along with the concomitant disturbance and disorder of same.

The Trust believes the proposal would further exacerbate the challenging parking situation in the development. Currently, many residents are not able or not willing to park their vehicles in their garage or in their driveway and resort to congested on street parking.

Therefor, the Trust is unequivocally opposed to the proposal to allow extra occupancy at 738 Campfire.

Best Regards,

Eric J. Marang
Trustee, Marang Living Trust
Hi I hope I can watch the meeting on this but I want to voice my concerns about allowing more than three unrelated’s in this house I do not want it. It’ll just change this neighborhood into a parking lot and lowers our home values. I met one of the young fellows that came by, very very nice I’m not saying that this particular group is going to do something wrong. It’s the minute they move it’s going to be a mess. It also sets a new precedent for the whole neighborhood to be able to do it. Please no no no

Sent from my iPhone
Verbatim Transcript
Administrative Hearing
December 10, 2020
ADMINISTRATIVE HEARING
CITY OF FORT COLLINS
Held December 10, 2020
Remote/Virtual Meeting
In the Matter of:
738 Campfire Drive – Extra Occupancy Rental House #FDP200018
Meeting Time: 5:30 PM, December 10, 2020

Hearing Officer:
Marcus A. McAskin

Staff Members Participating:
Will Lindsay, Associate City Planner
Leslie Spencer
MR. MARCUS MCASKIN: For the record, this is Marcus McAskin, the Hearing Officer. I'm going to open the public hearing on the 738 Campfire Drive Extra Occupancy application at 7:51 PM. I did note earlier this evening when I gave introductory comments that I do have jurisdiction. The only thing I was missing was the copy of the notice as published in the paper; I have been provided with that now. That was done on November 25th, 2020.

So, for those of you that are in attendance that may have missed my earlier comments, just to give you a quick run down of the process for the hearing. In a minute, I'm going to turn it over to Mr. Lindsay with the City Planning Department and he's going to give us a brief overview of the project. We are then going to turn it over to the applicant for a presentation. I will then allow staff to give a more thorough overview and presentation regarding the project, and at that point, I will open it up for public comment. And if you are joining us this evening virtually for this hearing, thank you. If you do raise your hand in Zoom, then Leslie Spencer with the City will be managing that process and she will allow you to make comments at the appropriate time. I will then give both City staff and the applicant the opportunity to respond to any questions or issues that are raised during that public comment portion of the hearing. I am required under the City’s Land Use Code to issue a written decision in this matter within ten business days following the conclusion of the hearing, and if you do wish to receive a copy of that decision, please make sure that Leslie Spencer has your contact information, including your mailing address so that City staff knows where to route a copy of that decision.

And, Will, maybe before I turn it over to you maybe…for those members of the public that may have missed the introductory slides earlier, Leslie do you want to jump on really quick and make sure that members of the public know your email address so that they can email their contact information to you directly should they desire to receive a copy of the report?

MR. WILL LINDSAY: Mr. McAskin, I have that on my very first slide if you'd like me to begin sharing my screen.

MR. MCASKIN: Perfect. Alright, well Will take it away if you want to give us an overview of this application. Thank you.

MR. LINDSAY: As we did earlier, we have our City staff contact information on this initial slide. I’ll also have this at the conclusion of the presentation, so if you are unable to jot it down within the time that I’m speaking now, we will have it available later on. And, just as a reminder about the hearing authority that Mr. McAskin established earlier in the hearing about why the hearing is being conducted remotely…I don't know if you want to speak to that again at all sir?

MR. MCASKIN: Thank you Will, I will just note that…and I did make a statement to this effect earlier, but I did, in consultation with City staff, made a determination that it was desirable to conduct this evening’s hearing via remote technology in order to give the applicant and any other parties-in-interest, and any member of the public, the opportunity to be present at this hearing. And we're conducting it virtually because conducting it in person would not be prudent given the continuing public health crisis and pandemic. So, with that, I'll turn it back over to you Will, thank you.

MR. LINDSAY: Thank you very much. And then, Leslie, I don't know if you would like to speak about providing public comment on Zoom again, just for reference for anybody who may not have been in attendance during the first half of the hearing.
MS. LESLIE SPENCER: Sure. So, when you sign in, if you sign with your first name and last name, and when it comes time for public comment, the Hearing Officer will call for public comment on each item after a short presentation from staff or applicants. And if you would use the raised hand button at the bottom of your screen to let us know you would like to speak, that would be great. Or, if you're listening to the meeting through a telephone, please dial star nine on your phone to raise your hand and we will call on you and let you know when you're able to unmute yourself. And if you could please state your name and address when you speak, because we'll need that to send you a decision report within the ten days after the hearing. And for those…I don't think anyone is calling in, but just in case, my email is lspencer@fcgov.com. You may email me your name and full address please, that would be great. Thank you.

MR. LINDSAY: Thank you Leslie. I'm going to go ahead and just head on past the order of proceedings slide, because I think we've established how the hearing will be conducted previously. So, thank you all very much for being here this evening. My name is Will Lindsay, I'm an Associate City Planner with the City of Fort Collins Planning Department, and I'm presenting tonight on 738 Campfire Drive Extra Occupancy Rental House, which is combined final project and final development plan, logged under the record number FDP200018.

So, just a brief project overview before I hand it over to the applicant. The site that we're discussing this evening is located in the Trailhead neighborhood on Campfire Drive just north of East Vine Drive. It's located in the Low-Density Mixed-Use, or LMN, zone district. And the current use is a single-family dwelling. The applicant is proposing to add the extra occupancy rental house use to this dwelling unit with a maximum number of tenants being four that would be allowed within this dwelling unit as part of the extra occupancy. So, as with most extra occupancies, it's a fairly straightforward request. I'd like to go ahead and stop here and pass it over to the applicant at this time if they have a presentation or just a statement that they'd like to make about the approval that they're seeking here. I believe our applicant, Mr. Huynh, is on the line with us. So, Mr. Huynh, if you'd like to speak at all about the project?

MR. JONATHAN HUYNH: Hello? Does everyone hear me good?

MS. SPENCER: Yes, we can hear you.

MR. HUYNH: Okay. Okay, I just want to talk about the purpose of my application for the extra occupancy because...so, the first, when I bought this property, it's actually for myself using, and then during the pandemic, so my mom from overseas couldn't come to the U.S., so I feel like it's a waste, so that's why I rent it out to my tenants right now. Which is, I don't know any of laws or anything yet. So, they come up with a group of four people, which is I thought...you know...my house has like three bedrooms and then, you know, like a big rec room, that you know, it would be enough for everybody. And I didn't know that I have to have like a permit or anything for them to stay. After like three or four months that they stay in the neighborhood, which is really nice...you know, nice, tenants...so that's why I'd like to keep them, you know, in place.

And then I know that, you know, I spoke with...and Will, you know, how to go through the process and everything. And, you know, I just want to keep everybody in the same place, so, you know, nobody has to move out...during the pandemic. And, I feel like it's the right thing to pay money, and you know, make it right. So that's the reason why I apply for this...you know, the process. And I just hope that everything goes well so everybody can stay for...at least for the next year. And then, well if
everybody decides to move out, I'd probably just take it back and live there or, you know…I just
don't…probably do any extra or anything, so just the maximum of four for right now.

MR. MCASKIN: Mr. Huynh, does that conclude your comments?

MR. HUYNH: Yes.

MR. MCASKIN: Okay; thank you very much for that, and I'm going to turn it back over to…

MR. HUYNH: Just one more thing, I'm sorry. Because I think my tenant is actually on the Zoom
meeting tonight too, so I'm not sure if they want to say something about, you know…just so the neighbors
can hear…you know, like the understanding about the project.

MR. MCASKIN: Sure…Mr. Huynh, we'll have any member of the public, including your current
tenants will have the opportunity to make comments during the public comment portion of the hearing,
but before we get to that point in the evening, I'm going to…if you're done with comments at this point,
I'm going to turn it back over to Mr. Lindsay with City staff to have an overview of the project.

MR. HUYNH: Yeah, I think I'm done.

MR. MCASKIN: Great, thank you.

MR. LINDSAY: Thank you very much…and thank you Mr. McAskin; I'll go ahead and continue
with my presentation here. So, as part of this project, I do want to clarify a couple of the things that Mr.
Huynh mentioned in his statements there, that yes, this is an instance where an applicant is pursuing extra
occupancy at the site to come into compliance with our Land Use Code and occupancy standards.
Generally speaking, when Code Compliance enforces on an occupancy violation of the three unrelated
adults…or when more than three unrelated adults are residing in a dwelling unit of any kind, there are two
options to either come into compliance by coming back into the limitations of you plus two, or if the site
is located in a zone district where extra occupancy is a permitted use subject to a basic development
review, or in this instance a type I administrative hearing, then an applicant can pursue that approval to
then come into compliance with the Land Use Code and that's what Mr. Huynh is choosing to do in this
instance to be able to maintain the four tenants that he has on the property. Although he stated an intent
to potentially in the future only rent out to three tenants, it should be noted that the entitlement of the
extra occupancy rental house that allows for renters here would continue, so that would stay in place
regardless of whether he then decides to only rent to three tenants instead, so I wanted to clarify that
before we move on. But I'll go ahead and continue with my presentation here.

So, just an aerial overview of the address itself, looking down at the Trailhead neighborhood here.
When we're evaluating extra occupancy requests within the LMN zone district, there are several standards
that come into play, but the ones that are the most important are these three here. We're evaluating, does
this structure meet the requirements for a minimum amount of habitable space for the tenants, can it meet
the vehicle parking requirement, and can it meet the bicycle parking requirement. So, I'll start with
habitable space for extra occupancy rental houses, and this standard requires that 350 square feet of
habitable area, habitable area being that space which excludes, you know, unfinished floor area, storage
areas, laundry rooms, anything that isn't used as a living space, from that calculation. And so, when
you're looking at an extra occupancy rental house for four tenants, there's a minimum square footage
requirement of habitable area of 1,400 square feet. In this instance, Mr. Huynh is providing 2,164 square
As far as vehicle parking requirements, 0.75 spaces are required per tenant, so with four tenants times 0.75, that comes out to three spaces. In instances for extra occupancy where the parking calculation ends not on a whole number, so for example, if there were five tenants and that came out to 3.75, that number is then rounded up to four whole parking spaces, and same for six, it would be up to five whole parking spaces. But, in this instance, the requirement is to provide three dedicated on-site parking spaces for the tenants, which Mr. Huynh has, and he's denoted that on the site plan which we'll see in just a moment here.

And then the third standard for bicycle parking which requires that at least one fixed bicycle parking space be provided per bed in the home. So, with three beds in the home, there are three spaces being provided, and these are being provided by fixed bicycle hooks within the garage itself. The bicycle parking area also meets our minimum dimensional standards for bicycle parking being two feet by five and a half feet, and then by also having five feet of maneuvering space for the tenants to remove their bicycle and maneuver that effectively with in the garage.

So, Mr. Huynh provided just some images of home, of the north, south, east, and west elevations. No exterior structural changes are proposed as part of this project, so nothing will be changing on the building elevations. Looking at the site plan itself, you can see Mr. Huynh has provided the, you know, minimum requirements for extra occupancy table. He's denoted three vehicular parking spaces on the site plan itself, each a nine by nineteen parking stall, standard parking stall provided there, with two in the garage and one in the driveway. I would note here that in instances for extra occupancy rental homes that are located on a lot that is less than 65 feet wide, and that does not abut an alley, then one parking space is allowed to not have direct access to the abutting street. So, in this instance, one of those parking spaces is allowed to be blocked by another parking space while still meeting our parking standard, which is why he's parked a vehicle tandem to one of the garage spaces. And then you can also see on the site plan it's denoted where that bicycle parking area is being provided. Photographs were attached to the staff report of that bicycle parking area and the bicycle hooks that were installed as part of that.
that. We've been flexible in the past with other extra occupancies on how they...what kind of bicycle parking, kind of, hardware that they utilize. But one thing that we have consistently told people is that, you know, hanging them off of the ceiling kind of spread throughout the garage doesn't meet that standard because you're not providing the adequate five feet of maneuverability if you're having to pull it down from the ceiling. So I think the five number was from that initial submittal, but then it was refined to the three. As for how that's being verified, we know that with this particular instance that of the four tenants residing on the property, two of them are a couple, which is why they are sharing a bedroom and the bed, which is what we're basing that count off of in this instance.

MR. MCASKIN: Thank you; I appreciate that.

MR. LINDSAY: So, quickly just looking at the floorplan provided, and then we have some additional schematics of the floorplan as well, but...like I mentioned earlier in the presentation, there's 2,164 square feet of habitable area. That habitable area excludes things like laundry, storage spaces, anything else. The basement, I will just, you know, point out that the basement is not being utilized as a living or a bedroom area at this time. That could potentially, you know, be converted into a bedroom space in the future. If that were to happen, then a review by our Building Department would be required to verify that there's egress off of a basement bedroom, and then the site plan would have to be amended as well. I think the issue there is that, based on the parking calculation and the constraints on the site, if it were to increase to, you know, to have a fourth bedroom downstairs, they would have to, you know, add an additional bicycle parking area. There's always the possibility of a change or a need for additional parking, and I don't think that can be achieved on the site beyond the three spaces that they're providing now. But, no bedroom in the basement, all living spaces are upstairs, and that's made a little bit more clear by these additional floorplans that exist for the property as well. So, all of the bedrooms themselves are on that second-floor area upstairs, and all meet requirements for egress and everything as well.

So, all that being said and detailed in the staff report and within this presentation, staff finds that the combined final and project development plan complies with the process located in Division 2.2 for common development review procedures for development applications, that it complies with the applicable standards of Article 3 and general development standards, that it complies with the standards located in Division 3.8.28 for extra occupancy rental houses, and that it complies with the applicable standards in Division 4.5 for the Low-Density Mixed-Use Neighborhood district, and staff recommends approval of the 738 Campfire Drive Extra Occupancy Renal House, known as FDP 200018. And with that, I am happy to open it up to questions and discussion regarding this application. Thank you, Mr. McAskin.

MR. MCASKIN: Thank you, Will, for that overview. And just to confirm, the applicant has specifically requested extra occupancy approval, but limited to four.

MR. LINDSAY: Limited to four, yes.

MR. MCASKIN: If the applicant were to seek to increase that to five, or some other number, in the future, with a build out of the basement, that would require a separate application and ultimate approval of a new certificate of occupancy through the Building Department, is that correct?

MR. LINDSAY: That is correct, and I think the issue that that would create is that to increase the occupancy beyond the four would create the need for four dedicated on-site parking spaces, and the limitation is in place where no more than 40% of the front yard area can be paved to be utilized for
parking, as well as the width of the lot, really precludes that from happening. And the fact that, obviously, the applicant cannot utilize on-street parking to satisfy any kind of parking requirement for the extra occupancy rental house use, would make it difficult for additional occupants to be put here beyond the four that he is requesting.

MR. MCASKIN: Okay, thank you for that explanation. So, I will go ahead and let's move into the public comment portion of the hearing. And, as I mentioned before, if you do have questions or comments, please do raise your hand, and Leslie Spencer with City staff will call on everybody, kind of as you're queued up, to make comments. And then I will give City staff and the applicant an opportunity to respond to those questions and comments that are raised during public comment. So, Leslie, do you want to take over at this point and let us know who we have with a hand raised.

MS. SPENCER: Yes, we have four attendees with their hands raised, Bruce Holbert is first in line and I will allow Bruce to speak now, if you'll unmute yourself Bruce.

MR. BRUCE HOLBERT: Hello, my name is Bruce Holbert and I live at 3262 Green Lake Drive, and I'm speaking out in opposition of allowing the extra occupancy. Just kind of a few concerns center around one, the precedent that it will set for people to come in and purchase homes in our neighborhood and ask to rent to a collection of individuals that are not family that may exceed the three level that currently exists in the city. And I guess another question or concern would be, if the owner of the house is truly concerned about the ability of the tenants to afford to rent a house, then why doesn't the owner of the house just reduce the rent? Because I guess I see where this may be going, and this is just me, maybe thinking down the line, but right now if the rent is $2,100 divided by three, it's $700 a person, you bring a fourth person in, maybe the rent is reduced for the three that are currently living there, maybe down to $575, but you add the fourth person in, then that total rent per month is up to $2,300, so the owner of the house is somewhat taking advantage of the extra occupancy to add more profit based upon rental, and it's not really for the benefit of the tenants that are currently there. So, that's my concern, one, setting precedent for future purchases of homes with extra occupancy, but also if there is really truly concern about the ability of the tenants to afford the home, then the owner could just reduce the rent down to a level in which all three present tenants can afford. Thank you.

MS. SPENCER: Mr. Holbert, I'm sorry, I missed the street name, can you repeat that please?

MR. HOLBERT: 3262 Green Lake Drive.

MS. SPENCER: Okay, got it, thank you.

MR. HOLBERT: Thank you.

MS. SPENCER: Okay, next up we have Candyce Edelen, and Candyce, if you'll unmute yourself, you may speak now.

MS. CANDYCE EDELEN: Okay, hi, thank you for allowing me to speak. So, my name is Candyce Edelen, I live at 3209 Glacier Creek Drive, I'm the president of the Trailhead HOA. And I want to express my opposition to this plan. I have a few concerns, one is that you're saying that it's 0.75 spaces per tenant, but if we have four unrelated tenants, then I would expect there to be four cars parked there, and the way that you were explaining it, this property cannot accommodate four cars. There is a fire hydrant right in front of that house which was not shown in those photographs so street parking is going
to be challenging there. So, I'm concerned that where there is a couple living there now, sharing a
bedroom, that would not be a requirement going forward for the next tenants that occupy that property,
and so then we would be increasing the number of beds and bedrooms, and that would necessarily
increase the number of vehicles. And so, I'm concerned about this from the long-term, because you had
mentioned that this is not just a one-year plan, this is something that stays permanent. They cannot
extend that driveway to make it wider without violating the covenants of our HOA, so even if the City
gave a variance for extending it, we would deny that variance from the covenants' perspective.

And then the last thing that I wanted to mention...well, actually two things. One is that there's a
lot of street parking along Campfire, and we have a huge problem right now with cars speeding down,
coming off of Vine and going really fast down Campfire. This is a community of families with a lot of
young children, and my concern is that if we increase street parking that that increases the risk. We've
approached the City asking for speed bumps and were denied that because they said that we don't have
enough traffic on that street to justify speed bumps, so we don't have any way to slow down the traffic,
and minimizing street parking is the only way we feel we can help to protect the children.

Then, the last reason that I'm opposed to it is I feel like this will set a precedent like Bruce...I
believe his name was Bruce...mentioned just a few minutes ago...is that once investors, and I own a
rental property myself, and I would see it as an opportunity. Go buy up a place in Trailhead, get an
extended occupancy to four unrelated people. I could make a significant increase on the amount of rent I
could charge over charging an individual family to live there. So, I don't want to make this area an
appealing opportunity for investors to come in an increase occupancy in several other homes in Trailhead.
So, that's it. Thank you for allowing me to speak.

MR. MCASKIN: Thank you Candyce. Leslie, who do we have signed up next?

MS. SPENCER: We have Kim W. Kim, if you would unmute yourself, you may speak now.

MS. KIM WEISSER: Perfect, thank you. My name is Kim Weisser; I live at 709 Elgin Court,
I'm the brown house on the corner of Elgin, so basically I look into the backyard of this house, or...yeah,
corner of back house. I just wanted to comment, and first and foremost tell Mr. Huynh I very much
appreciate that this was taken, you know, to the City...this was looked into, or at least it sounds very
much like it's gone through the works of appropriate, you know, steps, in order to request this, just as I
would assume there's people in our neighborhoods that rent, you know, without this kind of approval or
what not. So, I did want to comment on that.

As of now, this property that's in question is smaller than my house over on Elgin, and I have a
pretty small ranch house. But, the property size in general, to me, is fairly small, and the backyards over
there on Campfire are extremely small, so my first thought would be if there's going to be any pets, or
additional people, or children, there's not a whole lot of space over there. We've kind of already talked
about the parking space and the house space, but from my thought is it's going to create more people in
general in that neighborhood and house, and then with Campfire and the Greenfields, that lot there that's
under developed...it's about to be developed...and even that contractor I believe just lowered his total
occupancy and moved to a smaller number of occupancy...because we don't want to overcrowd this
neighborhood. And I would second on the...Vine Drive is insane, and I've about got hit a few times
crossing the street on Elgin. They did put up a stop sign on Elgin of 25, which is still too high, but you
know, all through the neighborhood...all the streets that all lead off of Vine are extremely busy, noisy,
and I've seen people with pets or people with kids dodge cars, or at least feel for their safety. So, I think
it's a populated neighborhood already, and I'm opposed to this occupancy. And also, too, I just wanted to
comment that I think it was stated before, just that, you know, with additional tenants comes additional
spacing and what not, so there's just not a whole lot of parking on that street in general. I walk my dog
over there on a regular basis, and the house and the property is nice, but you know, I can't imagine it
holding more people, or accommodating more, especially when that block that's under developed is about
to become developed. So, that's all I have.

MS. SPENCER: Kim, I'm sorry, would you spell your last name please?

MS. WEISSER: Sure, it's Weisser, W-E-I-S-E-R.

MS. SPENCER: Okay, thank you. We have Rosemary Beauvais next and, Rosemary, if you'd
like to unmute yourself, you can speak.

MS. ROSEMARY BEAUVAIS: Yes, thank you. I want to speak out and basically echo what has
already been said. I am not in favor of this extra occupancy being allowed. It is not compatible with this
neighborhood of families, and a lot of people walk in the neighborhood. And while I appreciate the
explanation of the parking spaces as required by law, in practice, I really doubt that the residents are
going to park in tandem, and it's much more probable that street parking will be taking place. There will
be at least four cars there, and it's going to interfere with snow clearance in the winter, and it's going to
add to the visual clutter in the street as well as the traffic and so forth that has been mentioned before.

Additionally, I'm very uncomfortable with the setting of an extra occupancy precedent for the
reasons that were mentioned by others. So, I'm basically against it and I agree with everything that's been
said so far. And I apologize for not giving my address; I did send it to you in an email, but my address is
3336 Green Lake Drive.

MS. SPENCER: Thank you.

MS. BEAUVAIS: Thank you.

MR. MCASKIN: Thank you Rosemary. Do we have some more folks with their hands raised
Leslie?

MS. SPENCER: Yes, we do. We have quite a few.

MR. MCASKIN: Great.

MS. SPENCER: About nine. And Jenny Marquart is up next.

MR. MCASKIN: Okay.

MS. SPENCER: So, Jenny, if you'd unmute yourself, you may speak now.

MS. JENNY MARQUART: Hi; my name is Jenny. I live at 3415 Wagon Trail Road. I also
would like to oppose this, and I think I would really just be reiterating everything that everyone else has
said: not setting the precedent for the investor property...I mean I think that the owner could just turn
around and sell this for probably even more money and now it would just become an investor property
forever, and that it doesn't fit in with our neighborhood of families. I have two small children, so it's not
something that I would want next to me, for sure. And in regards to the parking...so the street that I live
on, farther down, they've already built the townhome development that I think we already said, when they
had the hearings a couple years ago for that, that we were concerned that parking would be an issue, and it
went through the hearings, and they said it would be fine. Well, there are people parking along Wagon
Trail Road adjacent to that townhome development, which is the same type of development they're going
to put across the street from this house. So, I would anticipate parking already across the street...people
parking on the street across the street from this home, and I can't imagine that with four people they won't
have four cars, and put two of them...or attempt to put two of them on the street, you know, which will
just make the drivable area very narrow over there.

And additionally, that lot is very narrow, as you already stated and showed pictures of. And I
wasn't even aware...didn't notice the fire hydrant there, but that definitely is an issue for parking in front
of it, but I would anticipate people ending up parking in front of other peoples' homes. Yeah, so I guess
that's pretty much it, thank you.

MR. MCASKIN: Thank you Jenny.

MS. SPENCER: Next up we have the McDonald family. If you'd like to unmute yourself, you
can speak next.

MS. JEANNE MCDONALD: Sure, thank you. Yes, Kevin and Jeanne McDonald, and we
actually live adjacent to this property, and although the tenants are lovely, it's not about the current
tenants, but it's about the long-term change that's going to happen to this property. We've lived here six
years, and this house has been a rental for all six years. We've gone through six college students living
there, we've gone through one family living there, and parking has always been a problem. I think I can
agree with Candyce Edelen from the HOA where I can confirm that typically, there's always at least four
vehicles on the property, usually one on the street, three in the driveway, but it is definitely a problem.
You know, since the 1960's, Fort Collins enforced the occupancy restrictions mainly to help protect the
quality and character of the neighborhood, so I feel like this continuing...having more occupancy in this
one-family home is probably not the right thing for the neighborhood, especially considering there's a
future development across the street, 35 to 40 townhomes, and most of those I believe will not have
basements, so you're going to see more vehicles parked on the street across as well. So, as far as we're
concerned, we would love to see the owner sell this house to a family and have a permanent family live in
the structure.

MS. SPENCER: Jeanne, do you mind giving me your address so you can receive a decision
report please?

MS. MCDONALD: Sure, we're at 732 Campfire Drive.

MS. SPENCER: Okay, thank you. And is it Ginny – G-I-N-N-Y?

MS. MCDONALD: J-E-A-N-N-E.

MS. SPENCER: I'm glad I asked, thank you.

MS. MCDONALD: You're welcome.
MS. SPENCER: Okay, next up we have Joseph Brown. If you'd like to unmute yourself, you
may speak now.

MR. JOSEPH BROWN: Yes, okay thank you. Just a point of clarification, I guess a question for
Will, because he seems to know the history here really well. It sounds like what we learned in the
meeting tonight was that these renters were cited, and that's what precipitated the proposal that we have in
front of us. Is that correct?

MR. LINDSAY: Yes, Mr. Brown, that is correct. Like I explained, it's this kind of...not a policy
within the City, but just that we make...anybody who is cited for an occupancy violation, if they are
within a zone district where this is a permitted use subject to the BDR or the Type I administrative
hearing, that this is one of their avenues for coming into compliance. And there have been instances
where occupants, or applicants, were cited...or property owners I should say...and they chose not to
pursue this process because of the fees involved and the time that it takes, and the requirement for a
public hearing like the one we're having tonight. So, there are some who don't move forward with this.

MR. BROWN: Okay, I just wanted to make sure I understood that; that was the first time I've
heard that piece of information, even though I've spoke with you, Will. I've spoke to one other person
from your office in preparation for this hearing, and I think it's germane to this conversation because, you
know, we've heard different versions of essentially...there's some slipperiness to the story of how this
kind of came about. And obviously, I'm against the extra occupancy proposal. I am a member of
Trailhead HOA board.

Let me just give you an example of what I mean. You know, so we actually heard from the renter
on our neighborhood, you know, message group, and the renter said they were requesting the extra
occupancy so they could better afford the home. In other words, she put it forward as like, she wanted
people...wanted the opportunity to have someone live along and help them with affordability, but now
tonight we've learned that they actually already were out of compliance; they were already doing this, and
they got caught. The other thing that I'm concerned about...I mean that doesn't bode well for the future,
ookay, so that's one concern.

The other thing with you know, the owner, investor/owner shared this information about wanting
to, you know, purchase this home for himself, his family, his loving mother, and you know, that he was
planning to do this, but, you know, the pandemic happened. But, you know, when you look at the
application that was submitted, the property that he listed as kind of his permanent primary residence is
itself a rental. And I think it's germane to the conversation, the slipperiness of these stories, because our
HOA has had a difficult time holding investor/owners accountable for when they violate our covenants.
In many cases, they can just ignore a situation where we have to fine them until, of course, the home is
sold. And so, because of that, what I'm asking you all to do, is to think more holistically, look beyond the
zoning requirements that you say they've fulfilled, and think more holistically about, you know,
supporting our taxpayer and resident/owner home desire to maintain the character of the neighborhood.

Obviously, we are all concerned about affordability in Fort Collins, and you know, that's been a
major kind of driver of this discussion. You know, I think that it's been phrased wrong though. You
know, here we've been talking about, well, it's not affordable so they need someone else to come and help
them, you know, help them make that rent. But, you know, if you grant this request, as Bruce Holbert
pointed out earlier, you know, you're actually going to allow and investor/owner to charge an
unsustainably high rent, one that he will unlikely never come down from. And so, you know, what
happens when he raises the rent in the future? I feel pretty certain we're going to see another proposal
asking to get to five. Now, I hear what you're saying, that this seems like that's probably unlikely that it
would be supported in the future, but I think, you know, that's a concern, what happens in the future when
he continues to raise that rent. It will contribute to higher rental prices in our neighborhood, and I do
think it's important for us all to say, we are not anti-rental, we are not anti-renter, but I think that this is
asking for something that is definitely outside the character of the neighborhood.

I'm also concerned about the parking. But I will say, one caveat to that, one thing that has not
been mentioned...so other folks have mentioned the tract development that's planned now...it sounds
like, you know, some of our neighbors don't know that that has now been shifted to single-family
homes...that new development across the street, and that will affect parking. But, the issue that I think is
really important here is that, the City right now is requiring a certain standard of parking for those homes.
So, it seems wholly inconsistent to me that now with one hand you're asking for one standard for those
homes that are being developed, and then you're telling this other home across the street, that they can
have something different. And why? Because they complained. That's the crux of the matter, is simply
because they complained. You know, the three spaces itself is inadequate. I mean, I know that that
matched your required, you know, based on the way the plans work, but as folks have pointed out here,
this is going to necessitate a fourth car in the street. Other residents have noted that they're already
parking a fourth car there. We know it's going to happen, and that really brings me back to the last point,
to the way this will shift the character of our neighborhood. Shifting that parking to the street, which this
proposal clearly plans to do, is a primary example of how this extra occupancy will permanently alter it.
So, residents of Trailhead occasionally park in the street, but they don't always park in the street. No one
is required to park in the street because they just don't simply have a place for that car, but along that very
busy avenue, we're going to see that more.

And, lastly, my kids are ten and seven; they like to ride their bikes in this neighborhood. And
Candyce's point earlier is incredibly worth underlining here, that this is going to contribute to unsafe
traffic and sightlines for kids who are needing to be safe riding their bikes, and learning how to ride their
bikes, in the neighborhood. Thank you for allowing us this opportunity, and it's been really interesting
listening to all these comments. Thank you.

MS. SPENCER: Sorry, Joseph, would you like a decision report sent to you? If so, can you give
me your address please?

MR. BROWN: Hi Leslie; I actually emailed you just when the meeting started.

MS. SPENCER: Oh, great, thank you.

MR. BROWN: Thank you.

MS. SPENCER: Okay, then we have Theresa Brown. If you'd like to speak, you may unmute
yourself now.

MS. THERESA BROWN: Hi, thank you. My name is Theresa; I live at 3257 Green Lake Drive.
Along with the people that have spoken before me very eloquently have said, I think this particular
proposal sets a very bad precedent for the neighborhood. And from the perspective of a tax-paying
homeowner in this neighborhood, I am concerned that this property is going to be zoned for renters in
perpetuity, like for the foreseeable future. And my family will be living here much longer, you know, ten,
fifteen, thirty years...much longer than these current tenants. So, it's nothing against these tenants, but I
do believe this sets a very bad precedent for the future, that now we have a potential homeowner that can
charge for four people, that can advertise for a four-person rental house with the current three-bedroom
situation in that house. I think that sets a very bad precedent.

Also, I think it’s interesting to note that our neighborhood is not around any community
amenities...that we have a walkability score of a one out of nine in this neighborhood. It's not a very
accessible neighborhood to, you know, you cannot walk to a grocery store, you need a vehicle to live in
this neighborhood. And I think saying four adults living in a home necessitates four cars. So I think
that's worth underlining. And just to kind of go back to the homeowner's point about the
ordinance...we've learned that this house is currently being occupied by four renters, and the not knowing
that an ordinance exists is not an excuse. We have to abide by the laws even if we are not aware of them,
and I don’t think...I don't think it sets a very fair precedent either, to say, you know, well, if you just...if
you're willing to break the law but file this report, well then, that's fine. I think it's a very dangerous thing
to go down. And, thank you for your time.

MR. MCASKIN: Thank you Theresa. Leslie, I'm assuming we still have some additional folks
out there that would like to comment, so who's next?

MS. SPENCER: Yes, we do, we have four at this point. Sandy is next, and so if you unmute
yourself, Sandy, you may speak now.

MS. SANDY KING: Hi, my name is Sandy King. I live at 1008 Campfire Drive. I'm just down
the street from this residence, and I drive that street most days. And, just to kind of reiterate what so
many others have said, it's narrow, and there's already a parking problem. If I'm going down the street
and someone is coming the other way, someone is moving over to let us pass. And so, we already have a
really extensive parking problem along Campfire Drive. There's a lot of kids that play...it's not...I think
more traffic is really going to take away from our neighborhood.

Also, we...this is a family neighborhood like most neighborhoods want to be, and having a
transient kind of rental property like this where you're having four unrelated people that could be college,
could be in and out...it's not conducive to the neighborhood environment that we were looking for when
we bought here. My husband and I have lived here with our grandkids for the last seven years, and it is a
great place to live, but putting these kind of tenant...almost an apartment within a neighborhood...is
going to really deteriorate it, in my opinion. We do comply with the City's density rules...the builders put
in the townhomes intermittently along Campfire and Trading Post, and so we have residences that are
filling that part of a need, and I just think it sets a very scary precedence to allow people to turn their
single-family dwellings into multi-family rental units. So, that's my perspective. I'm also on the board; I
don’t know if that matters...I'm vice-president on the HOA board, and this is pretty much how the
community response has been to this proposal. Thanks for your time.

MR. MCASKIN: Okay, thank you Sandy.

MS. SPENCER: Zoe Becker is up next. Zoe, if you'll unmute yourself, you may speak now.

MR. NOEL RODRIGUEZ: Hi; I'm actually Noel Rodriguez; we're just using Zoe's computer.

MS. SPENCER: Oh, okay.
MR. RODRIGUEZ: I'm a tenant at 738 Campfire Drive, and I just want to comment on...I guess I can split it into two parts. Mostly people's concerns were about the current situation as well as the future situation. So, just to be completely transparent and clear things up for people, the reason we're applying for this permit is because, yes, we did get cited. We moved in in March of this year, and we were here for a few months, and then at some point, we got cited by the City for over-occupancy. So, we talked with our landlord about it and, considering that this was all while the pandemic was beginning to unfold, it was a really scary idea to try to look for a new place, or have to kick someone out to go out into this world with the virus and then try to find a place on their own. So, we worked it out that we would try to apply for this permit. And, going through all the steps with the City, we've found that our house meets all the requirements, and that really there's no reason, on the house itself, for the permit not to be given to this property.

And, currently, it seems like people are concerned about the parking issue. Truthfully, we did begin to park two cars out in the street when we first moved in here. Not long after that though, we heard from the HOA and we heard from the City that that wasn't allowed, and we very quickly remedied that. So, we park three cars on the driveway currently and one car on the street, as is allowed. But, if parking is really an issue, we're more than capable of parking two cars in our garage and two cars in our driveway, if that's really what people want us to do. I don't think we really have any issue with the parking, because people are thinking that we're kind of forced to park a car out onto the street...we're not really; we're more than capable of being within our own property without being out onto the street and making that any more congested than it already is.

As far as the traffic issues go, yes, maybe sometimes traffic is fast, but we're at the very entrance to the neighborhood, so really the only houses that are impacted there are just along that stretch...about eight or nine or ten houses just along the entrance there. So, again, if the parking is an issue, the tenants...us as tenants, or any future tenants, we have the space available to park all our cars on the property and not have any cars out on the street if that's what the HOA, if that's what the City needs us to do.

And then, for future consideration, it just seems like a lot of people are worried about more investors coming in and creating more opportunities for extra occupancy. With the zoning, if I'm correct, I think the zoning...the Low-Density Mixed-Use Neighborhood...I think it only allows up to five occupants at the max for extra occupancy. Is that right Will?

MR. LINDSAY: So, the extra occupancy use can go four or more in the Low-Density Mixed-Use zone district. So, it's any time you increase occupancy to four or more, so there isn't specifically a limitation on the number of occupants within the Land Use Code definition for the use, but it is governed by...or regulated by those standards that I outlined because it's based on the amount of square footage available, the amount of parking that can be provided, and those things as well. And those are the things that really limit the number of occupants...the extra occupancy.

MR. RODRIGUEZ: Okay, thanks. Yeah, so, I mean as you can see from what we're doing here, anybody that wants to apply for this permit has to go through this very intense process, so it's not like anyone that wanted to apply for it just gets it right off the bat; they have to follow the same regulations, they have to go through the same process, pay the same fees. And, I mean judging from the response we're getting from the neighborhood, it could happen to any other person that wants to get a permit as well. So, if we were to get the permit for this house, I don't think that would make it any easier for any other investors to get the same permit in the future. Looking at CSU's list of extra occupancy homes in
Fort Collins, there's really only about 30 in the entirety of the city, that I saw from the list. So, whether that's from lack of people applying, or just from how it is with the process, it's not like everybody is getting this permit. So, it wouldn't be any easier...or they wouldn't start popping up in the neighborhood just because one house gets the permit in the future.

And just one final point, all these issues that have been pointed out, they...it seems like people are worried that these issues come about because there would be four people here, and I mean, it may be true that with more people here, we can get more issues, but the same issues also happen with homes with fewer occupants. There could still be parking issues if people have more than one vehicle, there can still be overcrowding issues if, you know, a family has a lot of children, or they have to host another family member for a while, or anything like that. So, not to devalue anyone's comments or anything. I understand everyone's comments, and I respect everyone's opinions, but those are just some points I wanted to bring up to hopefully clarify and maybe change people's opinions on that. And, we're more than willing to answer anyone else's questions or concerns if they want to bring anything else up. So, I believe that's all we have.

MR. MCASKIN: Thank you Mr. Rodriquez. Leslie, do we have some more participants with their hand raised?

MS. SPENCER: We do; we have five, and Debra Parker is up. So Debra, if you'd like to unmute yourself, you may speak now.

MS. DEBRA PETERSON: Hello; so my name is actually Debra Peterson, and I live at 3421 Wagon Trail Road here in Fort Collins, and I am also on the HOA board. And I do also disagree with the extra occupancy part about the same reasons as everybody has said...and a lot of it is on the enforcement that the HOA...we really have difficulty enforcing some of the properties that have like a nonexistent landlord, where you can't get a hold of them, they don't come into compliance. It really has become an issue in the past, and I personally feel that the extra occupancy...I know the idea behind it all is to make it more affordable to live, but I feel in the long run it actually does not do that; it artificially inflates property values so it makes it more difficult for families to actually purchase a home. And it also makes it more difficult for families to rent a home because a landlord can charge more if they have individuals that they rent to. So, that's just part of that...I definitely am opposed to this. The parking is a nightmare, the list goes on. And we are starting to establish several rentals in the neighborhood, and so, it does set a precedent, and I would just hate to see it engulf us. So, that's it...thank you.

MS. SPENCER: Debra, it was really difficult to understand you; there was some interference in the background, so if you said your address, I did not get it. If you could unmute yourself again.

MS. PETERSON: 3421 Wagon Trail Road, Fort Collins.

MS. SPENCER: Wagon Trail Road did you say?

MS. PETERSON: Yes.

MS. SPENCER: Okay, I think I got it...3421 Wagon Trail Road?

MS. PETERSON: Yes.
MS. SPENCER: Okay, thank you.

MS. PETERSON: Thank you.

MS. SPENCER: Okay, next we have Zoe Becker. Zoe, if you could unmute yourself, you may speak now.

MS. ZOE BECKER: Hi, we just talked…Noel just talked.

MS. SPENCER: Oh, okay, alright…then we have Joe Ostroski up next. Joe, if you'd unmute yourself, you may speak now.

MR. JOE OSTROSKI: Hi, thank you. Can you hear me?

MS. SPENCER: Yes.

MR. OSTROSKI: Hi, thanks, my name is Joe Ostroski; I live at 1020 Campfire Drive, the other end of the block, just adjacent to Greenfields. And I guess my comment, or what I’d like to share, is that, in this particular case, you know, I support the petition to increase the occupancy at this home. I think the folks that live there now have demonstrated to be, you know, good neighbors, take good care of the home. And my sense is that what peoples' concerns are, and certainly love our neighbors and I was on our HOA board previously, respect everyone’s concerns…my sense is that the concerns have nothing to do with tenants or not tenants, or occupancy in general. Issues with parking and traffic and speeding and lawn care…you know, the City and our HOA have covenants I guess to protect the integrity of the neighborhood in that respect, so I don't feel like we should punish tenants just because they're tenants. And if the issue is parking or speeding, there's other ways to address that. As Candyce mentioned, you know, petitioning for speed bumps the City denied based on traffic patterns. So, I feel like we shouldn't discriminate against tenants just because they're tenants, and in this case as an example, have a minority voice in the opinion of a neighborhood. I think we should, you know, let folks...you know, if we allow families to live in a household of six, or seven, or five, we should maintain the same leniency for tenants as long as they follow all of the City ordinances and all of the neighborhood covenants, which these tenants have proven to do, and I really commend them for speaking out…you know, kind of against the majority in terms of opinion.

MS. SPENCER: Thank you Joe. We have Candyce Edelen and Jenny Marquart who have already spoken, so…we also have Doug Clark. So, Doug, if you'd unmute yourself, you may speak now.

MR. DOUG CLARK: Yes, this is Doug Clark. My wife and I live at 827 Ridge Runner. I would just like to say that the real concern here…I think of almost everyone who has spoken…is that once this door is opened with one home in this particular subdivision, then…to use another illustration…the horse is out of the barn and down the road. And, I don't believe that the City of Fort Collins is going to refrain from approving additional permits to have this kind of housing in this neighborhood regardless of what the current residents might want at that particular time. I think that for them to do that…for them to try to hold the line after approving one house, runs the very real possibility that the City could be sued by a prospective owner who wants that kind of a variance. And if the City tries to oppose it, then they could be sued on grounds of prejudice, prejudicial decision, or some other reason that a judge would find very, very difficult to deny the permit begin given.
I'm just really concerned that, as others have expressed, the character of this entire neighborhood is going to change. There does not seem to be a limit on how many people could potentially live in a house, there's no limitation on the size of vehicles that could be parked there...if you have three people in the house who all have Ford 150 trucks, you've got a parking problem even if it does meet the technical requirements. And I just think that we are letting the camel get his nose inside the tent, and there's nobody that's going to be able to prevent it from making its way entirely inside the tent once we've done with one permit like this. So, thank you.

MR. MCASKIN: Thank you Doug. Leslie, who else do we have for public comment?

MS. SPENCER: We have Candyce Edelen and Jenny Marquart.

MR. MCASKIN: Okay, and I believe...I think I have in my notes...so I think Jenny has already addressed us, and Candyce as well, right? Candyce is the president of the HOA?

MS. SPENCER: Correct.

MR. MCASKIN: Okay,

MS. SPENCER: They've both spoken.

MR. MCASKIN: Great. Is there anybody on the call that has not yet provided comment that would like to?

MS. SPENCER: Jackie Sacks and Linde and Joan just raised their hands.

MR. MCASKIN: Okay, Leslie, thank you. Why don't you go ahead and call them in order then.

MS. SPENCER: Okay, Jackie, if you unmute yourself now, you may speak.

MS. JACKIE SACKS: Hello, I'm Jackie Sacks. I live at 927 Campfire Drive, and I oppose this proposal. We just moved into the neighborhood this past February. We moved here specifically because it was one of the most affordable neighborhoods in Fort Collins for our family. We have two young children who play outside every single day. We've noticed that since more of these homes have been purchased by investors over this past year, there's been more traffic in the neighborhood. This particular house, too, has cars in the front all the time, parked in the street. It's hard to even just pull into the neighborhood off of Vine, because both sides of the street are full of cars, so one car has to move over typically, for another car to pass. It's a very high-speed road on Vine, so people come turning into the neighborhood pretty fast as it is. I think just allowing this to happen, in general...I mean, are we rewarding bad behavior? They obviously broke a rule and now they're looking for basically a reward for it. I think that in the future this landlord...which he says he may move back in...but we can't trust anyone's word on...we don't know what his intentions are. He can now advertise this as a per-room rental, so this can attract a different type of renter to the neighborhood. So, now instead of having a nice family living in the neighborhood, we may have four college kids who have parties and typically have four boyfriends over, and then their friends as well, and they park down the street. We actually have this problem at a house two doors down from us. So, I just...I really oppose this. I hope this doesn't pass; I think it ruins the character of our neighborhood. To me, if there's an affordability issue, they shouldn't have been renting a house in a neighborhood for families. There are many other options in Fort Collins; it
may be an apartment, it may be an older home. I don't think that's really our problem and I don't think the residents of Trailhead need to be punished for it. This definitely allows a precedent and so I'd like to see this fail and not go forward.

MR. MCASKIN: Thank you Jackie, and Leslie, I think you said there were maybe a couple additional folks that haven't yet had an opportunity to speak.

MS. SPENCER: Yes, we have Linde and Joan, and Linde is up first. So, I hope I'm pronouncing your name right— if you want to unmute yourself, you may speak now.

MS. GINA LINDE: Did it unmute?

MS. SPENCER: Yes.

MS. LINDE: It's actually Gina Linde—I checked in with my last name. I'm at 808 Campfire Drive. I won't take up a lot of time here; everybody has made really good points about why not to. I totally don't want this to happen. These people are nice, but for all the reasons of what's going to happen in the future, I just don't want to open up our neighborhood to having over-rented houses. I think the rule is in place works very well. I've lived in Boulder, Colorado and Fort Collins, both college towns, and I've been both a real estate landlord and resident, and as a landlord, I rented to so many students, and they're destructive and noisy. And, so these guys are nice, but I definitely don't want to see this happen. Sorry. That's it.

MR. MCASKIN: And, Ms. Linde, you said your first name— was it Jenny?

MS. LINDE: Gina— G-I-N-A.

MR. MCASKIN: Okay, thank you. And Leslie, do we have some more folks out there with their hands raised? Well, I see somebody identified— at least on my screen— I'm showing somebody identified as Joan.

MS. JOAN FERGUSON: Yes, can you hear me?

MR. MCASKIN: Yes.

MS. FERGUSON: Okay, thank you. My name is Joan Ferguson; I live at 802… with my husband at 802 Ridge Runner Drive, which is right around the corner from the house that's in question. We also oppose this proposal for all the reasons that have already been mentioned by my neighbors. But, another point that I just want to bring up is that this sets the precedent to turn our single-family homes into apartments, and that will change— as I understand it, at least for this property, and for the foreseeable future, the whole context of where we live and where we purchased into our neighborhood. So, I appreciate my neighbors for all getting on the call tonight and supporting the opposition for this proposal. Thank you.

MS. SPENCER: Okay, we have Brian now. Brian, if you'd like to unmute yourself, you may speak.

MR. BRIAN GROSSMAN: Yeah, hi, I'm Brian Grossman; I live at 3274 Green Lake Drive. I'd like to sidestep the main thrust of the conversation and ask, if this is granted, can it be granted for only
one year? That would have the advantage of dealing with the pandemic issue and also addressing the
long-term effects. I'm done.

MR. MCASKIN: Thank you Mr. Grossman. Let's go ahead and take the balance of public
comment and then I will ask staff to respond to that question about a duration restriction on the extra
occupancy application. So, Leslie, who else out there has their hand raised that has not yet had an
opportunity to comment?

MS. SPENCER: No one does at this point, Marcus. There are no hands raised now.

MR. MCASKIN: Okay. For everybody…well, yeah…I would just like to know for everybody on
the call, if you have not yet had an opportunity to comment and you would like to do so, please raise your
hand. And I'm going to let Leslie just check that waiting room here for a minute.

MS. SPENCER: Candyce has her hand raised, but I think she's already spoken.

MR. MCASKIN: That's what I'm showing in my notes. Is there anybody that has not yet had an
opportunity to participate that would like to?

MS. SPENCER: I don't see anyone Marcus.

MR. MCASKIN: Okay, so just for the record, I will note again that we opened the public
comment portion of the hearing tonight at 8:15 PM and I will go ahead and close the public comment
portion of the hearing at 9:08 PM. And, at this point, I would like to turn it back over to City staff and the
applicant. It sounds like, you know, the majority of the concerns I think are focused on, you know, the
precedent that this would set in the neighborhood together with I think some important concerns about
street parking, and snow plowing, and sight triangles, and pedestrian or bicyclist safety.

But, I don't know…I know that you highlighted this in your staff report for my benefit, Will, but
you might want to talk a little bit about the limitation on this type of use within this zone district, and I'm
talking about the block face limitation…just so that folks on the call understand that restriction.

And then, we did have that question from Mr. Grossman at the end about whether this can be
granted for a limited duration. It's my understanding that the Code does not have any provision that
would grant me authority to do that. However, there would be no limitation on the owners of the property
seeking to essentially come back in and change the certificate of occupancy back to a non-extra
occupancy CO. But, that's…that…you know, I'm not in this every day, you are, so I want to give you an
opportunity to respond to that question.

MR. LINDSAY: Yeah, no…I think you characterized it correctly Mr. McAskin, that on the City
side of things, we cannot impose a time limit or duration onto a specific use once permitted. There are
certain uses which specifically require a licensure process, like the short-term rental or home occupation
licenses, that require renewal and, you know, once expired…if expired and then not renewed, then that
use, you know, ceases. But, in this instance, there is no licensure requirement; it is an entitlement that
would stay with the property itself. But, as you said, that's not to say that there isn't anything preventing
the property owner from entering into something like a good neighbor agreement, or some kind of
agreement with, you know, we have many representatives from the HOA here tonight…some sort of
agreement between the property owner and their HOA to limit the term of this use privately for, you
know, to the next year, for as long as he is the owner, and to, like you said, he could seek to get a single-
family occupancy, certificate of occupancy, after this lease has expired, essentially, if it were to be
granted...the extra occupancy.

MR. MCASKIN: Okay, thank you for that. And I suppose there's nothing that would prohibit the
City Council at some point from converting the extra occupancy program, or approval mechanism, into
something that would fall more into that annual licensure world, right? That would be City-level
legislation that would have to be...

MR. LINDSAY: I'm glad you brought that up, because, yeah, that is like a high-level change, but
it is something that, yeah, that would require kind of a City-wide conversation to make that type of
change.

MR. MCASKIN: Similarly, it's my understanding that there are certain zone districts within the
city that do not permit this type of use...certain residential zone districts. The zone district that this
property is located in does authorize this type of use subject to the hearing that we're having tonight. So,
another potential legislative change, high-level change, that could be made, would be for folks that are
located in this neighborhood or this zone district to talk to their City Council member about removing
extra occupancy uses from this zone district. But again, that would take City-level, you know, legislation,
to make that type of change.

Explain to me why...and I'm curious because in some zone districts, it's even easier for folks to
apply for this type of use. Because I note that in some zone districts, this is subject to a basic
development review and is not scheduled for a hearing...do you know any of the background about how
and why that sort of distinction was ultimately made between some of these competing...or not
competing...but some of these different zone districts?

MR. LINDSAY: Well, I think it has primarily to do with the fact that, outside of the Low-Density
Mixed-Use zone district, which requires a Type I hearing, what you see is the more intensive residential
zone districts, like the Medium-Density Mixed-Use, High-Density Mixed-Use, the Downtown zone
district, some of the Commercial zone districts, that allow this kind of approval specifically for four to
five occupants...or, no, I should say four occupants. In those other zone districts that I just mentioned,
the administrative review is required for five or more, so this, you know Type I process does exist for
those districts as well, but I think it's more to do with the intent of the districts themselves and the fact
that this is low-density, but being Low-Density Mixed-Use, and the intent there is to allow some
flexibility in, you know, an increase in density in select locations and when appropriate, and the provision
of things like extra occupancy, allowing the flexibility to do short-term rental...these are all seen as uses
that can help alleviate some of the issues related to affordability within the city.

And I mean, this has been a use permitted...a permitted use subject to the Type I administrative
hearing within this zone district for at least the last ten years. But I think, given just the
predominant...like everyone has mentioned the fact that these have historically been predominately single-
family areas, we haven't seen a lot of this occur in these established single-family neighborhoods. But,
there are instances where it has been approved. I know Rigden Farm, for example, which is another Low-
Density Mixed-Use Neighborhood, very similar lot sizes and building footprints to portions of this
neighborhood, has, I think, three or so extra occupancy rental homes that have been approved there within
the past five years.
MR. MCASKIN: Okay, thank you. And, do you have any additional information at this point to add in response to some of the concerns and issues that were raised?

MR. LINDSAY: Well, I think...I would say that, you know, these are all valid concerns, and I think the response that we've seen tonight in opposition to this project highlights the love that people have for this part of the city and for their neighborhood, but I think I would agree with what I believe it was Mr. Ostroski mentioned, is that, you know, there is the issues related to this extra occupancy application and whether they can meet the standards on the site to be granted the extra occupancy approval, and then...but that's a domino effect that people sense could occur with setting a precedent to enable, you know, those rental properties that already exist in the neighborhood to increase their occupancy for, you know, other outside investors to come in and buy up property and increase the occupancy.

Related to that, I think this is, you know, what you alluded to, and something that's important to highlight, is the fact that within the Low-Density Mixed-Use Neighborhood and other zone districts that allow extra occupancy, there is a limitation in place to say that no more than 25% of lots along any block face can be permitted for extra occupancy. How you define a block face is, you know, there's some interpretation there, but in this instance, we have what clearly reads to me as a block face of eight homes, so that's to say that potentially no more than two of these homes on this portion of Campfire Drive could be approved for extra occupancy. And so, that limitation is in place to prevent this kind of wholesale, widespread scenario where, you know, outside investors could start buying up property after property after property all right next to each other. So, I hope that gives some people some reassurance about, you know, that scenario and how that would play out. I think, oftentimes when you extrapolate out what seems like this worse-case scenario, it becomes so huge and scary...but there are things in place to prevent that from happening. I would also just highlight...I mean, obviously there are rentals already existing in the neighborhood, you know...rentals...I mean this whole stretch of Campfire Drive could be rentals, and from a Development Review and City Planning perspective, you know, there's not much that we...there is nothing within the Development Review process that we could use to enforce any kind of standards on those properties so long as they are within the occupancy limitation and they're, you know, respecting the Municipal Code and things like that.

I think a lot of the issues that people have highlighted about traffic, those are things...and I understand traffic is not a unique issue just to Trailhead, it's something that we hear about city-wide and the impacts that population growth has had on traffic throughout the city, and the rollover effect that it has on neighborhoods like this. But, you know, related to on-street parking, that kind of thing, we have a Traffic Code in place to deal with the enforcement of on-street parking and to make sure that that is not abused by anybody, renters or you know, just traditional families living in single-family homes. So, those are all things that I would just point out to people...and so I would just ask that when we think about this project in particular, you know, my job as a staff member is to evaluate if they've met our standards within the Land Use Code, and we've found that they have. And whether or not this causes...creates this ripple effect throughout the entire neighborhood, I can't predict that. I think that the standards that we have in place will help mitigate that to the extent reasonably feasible.

MR. MCASKIN: Well, thank you Will for those comments, and I think I would piggy-back on one of your earlier observations, which is I'm really impressed by the level of turnout from this neighborhood. It shows me that people really care about the Trailhead subdivision and about what's going on there. So, I want to thank...I know that everybody is extremely, you know, busy, these days, and it's hard to carve out time to attend a virtual hearing like this, but I thank you because I do...it's
important for me to hear all of these comments and concerns and take those into consideration when I'm reviewing the materials that are in my file.

So, with that, I do want to... Mr. Huynh as the property owner, you also have the ability at this point to respond to any of the comments and concerns that you've heard, and I want to give you the opportunity to do that if you're still on the call with us?

MR. HUYNH: Yes...hello...can you hear me?

MR. MCASKIN: We can hear you; go ahead sir.

MR. HUYNH: Yes, yeah there's a couple concerns that I want to, you know, talk to the neighbors too...I mean, so...right now, I just want to make it right; that's why I want to apply for this process. But I mean, like, there...one of the person...I forgot his name that mentioned about...that's because I charge too high. But, I mean, like before I...rent this property out, I already went on the market and looked at the price of that, and that's not just these people asking for it, rent my property. You know, if I just rent it out to a family of three people, you know, I mean then it's going to be no problem, then I don't have to go through all the process. I mean, I go through this process...it's really hard, and it's like time-consuming and everything. I already put a lot of effort to try to make it right, you know...I just want to follow the rules. I just don't want to upset anybody; I just don't want to offend anything. But you know, when I bought this property, I don't know that this property always been a rental property too, and I bought it from property...myself, and as I said at first, you know, I just want to make it right. You know, if I don't get approved on this project, who knows later on I still rent it out for just a normal family person of three, and it's not going to be a problem. You think add on one person into the whole community, it's going to be a big problem for everybody like this? I don't think it's going to be a big problem. Plus, my tenant right now is extremely nice, and they are really good tenants; that's the reason why I'm doing everything for them. Thank you so much.

MR. MCASKIN: Okay, thank you Mr. Huynh. So, we have...we've had public comment and I've heard from staff and the applicant. So, for those of you that were not perhaps on the call when I went through the...some of the introductory comments...I am required under the Land Use Code to issue a decision on this item within ten business days of the conclusion of the hearing, so again, thank you all for participating this evening. I appreciate all of the comments and I will take...I should note for the record that in addition to everybody that has participated in the hearing tonight, I have been provided with I believe a lot of written comments from folks that maybe were not able to make it tonight, and as well some audio files. So, I will be reviewing those materials as well and then issuing a decision. And, if Leslie has your contact information, you will be receiving a copy of that decision in due course. So, with that, I will close the public hearing on this item, which is the 738 Campfire Drive Extra Occupancy Rental House application, at 9:25 PM, and thank you all again for being here tonight. Take Care.
Link to Video
Administrative Hearing
December 10, 2020

https://youtu.be/T0PojsgU564
Hearing Officer Decision
December 18, 2020
CITY OF FORT COLLINS
TYPE 1 ADMINISTRATIVE HEARING

FINDINGS AND DECISION

HEARING DATE: December 10, 2020

PROJECT NAME: 738 Campfire Drive – Extra Occupancy Rental House

CASE NUMBER: FDP #200018

APPLICANT/OWNER: Jonathan Huynh
2908 Crusader St.
Fort Collins, CO 80524

HEARING OFFICER: Marcus A. McAskin

PROJECT DESCRIPTION: This is a combined Project Development Plan/Final Development Plan to add Extra Occupancy to a rental house as a permitted use for the existing single-family dwelling located at 738 Campfire Drive, parcel no. 8704305006 (the “Subject Property”) for up to four (4) occupants. The Subject Property is located north of East Vine Drive on the east side of Campfire Drive, and is legally described as:

LOT 6, BLOCK 1, TRAILHEAD SUBDIVISION, COUNTY OF LARIMER, STATE OF COLORADO

BACKGROUND:
The surrounding zoning and land uses are as follows:

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<th>North</th>
<th>South</th>
<th>East</th>
<th>West</th>
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<tbody>
<tr>
<td>Zoning Low Density Mixed-Use Neighborhood (L-M-N)</td>
<td>Low Density Mixed-Use Neighborhood (L-M-N)</td>
<td>Low Density Mixed-Use Neighborhood (L-M-N)</td>
<td>Low Density Residential (RL)</td>
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<tr>
<td>Land Use Single-family houses on the same block face</td>
<td>Single-family houses on the same block face</td>
<td>Vacant/Stormwater Detention area</td>
<td>Currently Undeveloped (Single-Family Dwellings Proposed)</td>
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SUMMARY OF DECISION: Approved.

ZONE DISTRICT: Low Density Mixed-Use Neighborhood (L-M-N).

HEARING: The Hearing Officer opened the virtual hearing on Thursday, December 10, 2020 at approximately 7:51 p.m. and reviewed the Order of Proceedings and Rules of Conduct for Administrative Hearings with the Applicant and members of the public present.

EVIDENCE: Prior to or at the hearing, the Hearing Officer accepted the following documents as part of the record of this proceeding:
1. Development Review Staff Report prepared for 738 Campfire Drive - Extra Occupancy Rental House (FDP200018), attached hereto as ATTACHMENT A.
2. Applicant Narrative.
3. Site Plan (1 sheet).
4. Floor Plan Designations.
5. Bicycle Parking Photos.
6. Four recorded voicemails (in opposition to the Extra Occupancy application).
7. Thirty-two (32) emails (28 in opposition to the Extra Occupancy application; 4 in support of application).
8. Confirmation that the Subject Property was posted with a Hearing Notice (on or about September 21, 2020, Sign #572).
12. The City’s Comprehensive Plan, the Land Use Code, and the formally promulgated ordinances and polices of the City are all considered part of the record considered by the Hearing Officer.
14. Administrative (Type 1) Order of Proceedings.

TESTIMONY: The following persons testified at the hearing:

From the City: Will Lindsey, Associate City Planner

From the Applicant: Jonathan Huynh
2908 Crusader St.
Fort Collins, CO 80524

From the Public: Attached hereto as ATTACHMENT B

The public comment portion of the hearing was opened at approximately 8:15 p.m.

The public comment portion of the hearing was closed at approximately 9:08 p.m.

The virtual hearing was closed at approximately 9:15 p.m.
FINDINGS

1. Evidence presented to the Hearing Officer established the fact that notice of the virtual public hearing was properly posted, mailed and published.

2. As required by City Council Ordinance 079, Series 2020 (the “City Ordinance”), the Hearing Officer, in consultation with City staff, determined that it was desirable to conduct the hearing by remote technology so as to provide reasonably available participation by parties-in-interest and by the public, consistent with the requirements of the City Ordinance, because meeting in person would not be prudent for some or all persons due to a public health emergency.

3. Based on testimony provided at the public hearing and a review of the materials in the record of this case, the Hearing Officer concludes as follows:
   a. The Application complies with the applicable procedural and administrative requirements of Article 2 of the Code.
   b. Section 3.8.16(E)(1) of the Code permits an increase in applicable occupancy limits for single-family and two-family dwellings, pursuant to the issuance of a certificate of occupancy for use as an extra occupancy rental house in zones allowing such use.
   c. The Low Density Mixed-Use Neighborhood (L-M-N) zone district permits extra occupancy rental houses. Specifically, Section 4.5(B)(2)(a)(8) of the Code permits extra occupancy rental houses with four (4) or more tenants in the L-M-N zone district, subject to administrative review.
   d. The Application conforms to the occupancy limits and separation requirements set forth in the table included in Section 3.8.28(A) of the Code.
   e. The Application satisfies the bicycle parking requirements set forth in Section 3.2.2(C)(4) of the Code.
   f. The Application complies with the off-street parking requirements set forth in Section 3.2.2(K)(1)(j) of the Code, in that three dedicated parking spaces are provided. Per the Code, if such lot has less than sixty-five (65) feet of street frontage length on any one (1) street and does not abut an alley, then one (1) of the required parking spaces may be aligned in a manner that does not provide direct access to the abutting street.

4. The Application’s satisfaction of the applicable Article 2, 3 and 4 Code requirements is sufficiently detailed in the Staff Report, a copy of which is attached hereto as ATTACHMENT A which is part of the record of this proceeding.
DECISION

Based on the findings set forth above, the Hearing Officer hereby enters the following ruling:

The Application (738 Campfire Drive Extra Occupancy Rental House, FDP200018) is approved for the Subject Property in the form submitted. The Applicant/Owner is authorized to apply for a change of use building permit (to ensure that the Subject Property complies with all applicable City building and rental housing codes).

DATED this 18th day of December, 2020.

[Signature]

Marcus A. McAskin
Hearing Officer
ATTACHMENT A

Staff Report
738 Campfire Drive Extra Occupancy Rental House
(FDP200018)
Summary of Request
This is a combined Project Development Plan/Final Development Plan to add Extra Occupancy as a permitted use in an existing single-family dwelling for up to four occupants.

Site Location
738 Campfire Drive in the Trail Head neighborhood. Parcel #8704305006.

Zoning
Low Density Mixed-Use Neighborhood (L-M-N).

Property Owner
Jonathan Huynh
2908 Crusader St
Fort Collins, CO 80524

Applicant/Representative
Same as Owner

Staff
Will Lindsey, Associate City Planner

Next Steps
If approved by the Hearing Officer, the applicant will be eligible to apply for a building permit and Certificate of Occupancy.

Staff Recommendation
Approval of the FDP200018

Contents
1. Project Introduction ......................... 2
2. Land Use Code Article 2 ................... 3
3. Land Use Code Article 3 ................... 4
4. Land Use Code Article 4 ................... 6
5. Findings of Fact/Conclusion ............... 7
6. Recommendation .......................... 7
7. Attachments ................................ 7
1. Project Introduction

A. PROJECT DESCRIPTION

• The proposal is to add Extra Occupancy for up to four occupants as a use of the single-family dwelling at 738 Campfire Drive.

• The existing house, driveway and garage accommodate the proposed extra occupancy.

• The property provides and exceeds the required habitable floor area for the proposed four occupants. 1,400 sq. ft. are required; 2,164 sq. ft. are provided.

• The property is within the LMN zoning district which permits the use subject to Administrative Review and hearing by a Hearing Officer.

B. DEVELOPMENT STATUS/BACKGROUND

1. Subject Property

   The house was built in 2012 within the 2004 Trail Head Block 1 Filing.

2. Surrounding Zoning and Land Use

<table>
<thead>
<tr>
<th>North</th>
<th>South</th>
<th>East</th>
<th>West</th>
</tr>
</thead>
<tbody>
<tr>
<td>Zoning</td>
<td>Low Density Mixed-Use Neighborhood (L-M-N)</td>
<td>Low Density Mixed-Use Neighborhood (L-M-N)</td>
<td>Low Density Mixed-Use Neighborhood (L-M-N)</td>
</tr>
<tr>
<td>Land Use</td>
<td>Single-family houses on the same block face</td>
<td>Single-family houses on the same block face</td>
<td>Vacant/Stormwater Detention area</td>
</tr>
</tbody>
</table>

C. OVERVIEW OF MAIN CONSIDERATIONS

   The single main consideration in this case was off-street parking, as is typical of extra occupancy proposals. The applicant is utilizing the parking arrangement allowed by the code wherein a lot with less than 65 feet of street frontage, and which does not abut an alley than one of the required parking spaces may be aligned in a manner that does not provide direct access to the abutting street (see attached site plan and details below).

D. CITY PLAN

   The City’s comprehensive plan (2019 City Plan) was updated with the participation of thousands of community members and embodies the vision and values of the community for the future. It does not specifically address issues of occupancy.

   A significant theme in the plan is encouraging more housing options in general. For example, Policy LIV 5.6 on p. 42 states: “EXISTING NEIGHBORHOODS: Expand housing options in existing neighborhoods (where permitted by underlying zoning) by encouraging: Infill development on vacant and underutilized lots; Internal ADUs such as basement or upstairs apartments; Detached ADUs on lots of sufficient size; and Duplexes, townhomes or other alternatives to detached single-family homes that are compatible with the scale and mass of adjacent properties.”
The plan designates this part of the Trail Head neighborhood as “Mixed Neighborhood” land use designation, which is characterized by a mixture of housing types. The following excerpt from p.98 in City Plan gives a sense of the main ideas for land uses in that designation:

**Principal Land Use**
Single-family detached homes, duplexes, triplexes, and townhomes

**Supporting Land Use**
ADUs, small scale multifamily buildings, small-scale retail, restaurants/cafes, community and public facilities, parks and recreational facilities, schools, places of worship

**Key Characteristics/Considerations (Existing Neighborhoods)**

- While many existing Mixed-Neighborhoods may consist predominantly of single-family detached homes today, opportunities to incorporate ADUs or other attached housing options of a compatible scale and intensity may be feasible in some locations.
- The introduction of larger townhome or multifamily developments into existing single-family neighborhoods should generally be limited to edge or corner parcels that abut and/or are oriented toward arterial streets or an adjacent Neighborhood Mixed-Use District where transit and other services and amenities are available.
- Where townhomes or multifamily buildings are proposed in an existing neighborhood context, a transition in building height, massing and form should be required along the shared property line or street frontage.
- As existing neighborhoods change and evolve over time, rezoning of some areas may be appropriate when paired with a subarea or neighborhood planning initiative. See the Priority Place Types discussion on page 107 for more details about changes in existing neighborhoods over time.
- While reinvestment in existing mobile home parks is encouraged, redevelopment of existing parks is not.

### 2. Land Use Code Article 2

**A. PROJECT DEVELOPMENT PLAN PROCEDURAL OVERVIEW**

1. **Conceptual Review – CDR200060**
   A conceptual review meeting was held on August 13, 2020.

2. **First Submittal**
   The PDP was submitted on September 18, 2020

3. **Neighborhood Meeting**
   Pursuant to LUC Section 2.2.2 – Step 2: Neighborhood Meetings, a neighborhood meeting is not required for Administrative Hearing (Type 1) projects and no meeting was held.

4. **Notice (Posted, Written and Published)**
   Posted Notice: September 21, 2020, Sign #572.
   Written Hearing Notice: November 25, 2020, 348 addresses mailed.
   Published Hearing Notice: Scheduled for October 20, 2020.
3. Land Use Code Article 3

Because the plan involves existing development which comports with the Land Use Code standards, only a few standards specific to Extra Occupancy pertain in this case.

A. DIVISION 3.2 – SITE PLANNING AND DESIGN STANDARDS

<table>
<thead>
<tr>
<th>Applicable Code Standard</th>
<th>Summary of Code Requirement and Analysis</th>
<th>Staff Findings</th>
</tr>
</thead>
</table>
| 3.2.2 – Access, Circulation and Parking – General Standard | This code Section requires secure, convenient, efficient parking and circulation improvements that add to the attractiveness of the development.  
- The existing subdivision development provides a parking and circulation system consistent with the standard.  
- The plan provides specific required parking per the subsections noted below. | Complies |
| 3.2.2(C)(4) – Bicycle Parking Space Requirements | This plan is required to provide 1 bicycle parking space per bed.  
- An indoor fixed bicycle parking rack provides the required three bicycle parking spaces with the necessary maneuvering space of 5 feet wide by 2.5 feet deep in the garage. | Complies |
| 3.2.2(K)(1)(j) – Required Number of Off-Street Spaces | Extra occupancy rental house uses are required to provide 0.75 parking spaces per tenant, rounded up to the nearest whole parking space, plus one (1) additional parking space if the extra occupancy rental house is owner-occupied. 3 spaces are required in this case.  
- 3 dedicated parking spaces are provided. Per the code, if such lot has less than sixty-five (65) feet of street frontage length on any one (1) street and does not abut an alley, then one (1) of the required parking spaces may be aligned in a manner that does not provide direct access to the abutting street. | Complies |
### B. DIVISION 3.8 – SUPPLEMENTARY REGULATIONS

<table>
<thead>
<tr>
<th>Applicable Code Standard</th>
<th>Summary of Code Requirement and Analysis</th>
<th>Staff Findings</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.8.16 – Occupancy Limits – Increasing the Number of Persons Allowed</td>
<td>Subsection (E)(1) states “with respect to single-family and two-family dwellings, the number of persons allowed under this Section may be increased by the issuance of a certificate of occupancy for use as an extra occupancy rental house in zones allowing such use.” The proposed plan is to increase the occupancy of a single-family dwelling. If approved the applicant will submit a building permit application. Upon compliance with any building code and the approval of this application a new certificate of occupancy will be issued.</td>
<td>Complies via the proposed plan in the LMN zone</td>
</tr>
</tbody>
</table>
| 3.8.28 – Extra Occupancy Rental House Regulations | This Section contains requirements for extra occupancy in single-family detached dwellings. 350 square feet of habitable floor space is required for each tenant plus an additional 400 square feet if the dwelling is owner-occupied.  
- 1,400 sq. ft. are required for the proposed four occupants; 2,164 sq. ft. of habitable space are provided in the existing dwelling.  
No more than 25% of parcels on a block face may be approved for extra occupancy rental house use.  
- No other Extra Occupancy Rental Houses are approved on the block face. | Complies |
## 4. Land Use Code Article 4

### A. DIVISION 4.5 – LOW DENSITY MIXED-USE NEIGHBORHOOD DISTRICT (LMN)

The LMN zone district was created in 1997 as part of the City’s comprehensive plan and has been re-established in subsequent updates.

<table>
<thead>
<tr>
<th>Applicable Code Standard</th>
<th>Summary of Code Requirement and Analysis</th>
<th>Staff Findings</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.5(A) - Purpose</td>
<td>This Section states: <em>Purpose. The Low Density Mixed-Use Neighborhood District is intended to be a setting for a predominance of low density housing combined with complementary and supporting land uses that serve a neighborhood and are developed and operated in harmony with the residential characteristics of a neighborhood. The main purpose of the District is to meet a wide range of needs of everyday living in neighborhoods that include a variety of housing choices, that invite walking to gathering places, services and conveniences, and that are fully integrated into the larger community by the pattern of streets, blocks, and other linkages. A neighborhood center provides a focal point, and attractive walking and biking paths invite residents to enjoy the center as well as the small neighborhood parks. Any new development in this District shall be arranged to form part of an individual neighborhood.</em></td>
<td>Complies as a part of the overall Trail Head development</td>
</tr>
<tr>
<td>4.5(B) - Permitted Uses</td>
<td>Extra occupancy rental houses with four or more tenants are permitted with review and a public hearing by an administrative hearing officer.</td>
<td>Complies</td>
</tr>
</tbody>
</table>
5. Findings of Fact/Conclusion

In evaluating the request for 738 Campfire Drive Extra Occupancy #FDP200018, staff makes the following findings of fact and conclusions:

1. The Project Development Plan/Final Development Plan complies with the applicable procedural and administrative requirements of Article 2 of the Land Use Code.
2. The plan complies with pertinent standards located in Article 3 – General Development Standards.
3. The plan complies with Division 4.5 - Low Density Mixed-Use Neighborhood in Article 4.

6. Recommendation

Staff recommends that the Hearing Officer approve 738 Campfire Drive Extra Occupancy #FDP200018 based on the Findings of Fact and supporting explanations found in the staff report.

7. Attachments

1. Applicant Narrative
2. Site Plan
3. Floor Plan Info
4. Bicycle Parking Photos
5. Public Comments
ATTACHMENT B

738 Campfire Drive Extra Occupancy Rental House
(FDP200018)

Attendees who provided testimony at the
738 Campfire Dr Extra Occupancy Administrative Hearing on December 10, 2020

Bruce Holbert*
3262 Green Lake Drive
Fort Collins, CO 80524

Candyce Edelen*
3209 Glacier Creek Drive
Fort Collins, CO 80524

Kim Weisser*
709 Elgin Court
Fort Collins, CO 80524

Rosemary Beauvais*
3336 Green Lake Drive, Unit 2
Fort Collins, CO 80524

Jenny Marquart*
3415 Wagon Trail Road
Fort Collins, CO 80524

Jeanne* and Kevin McDonald
732 Campfire Drive
Fort Collins, CO 80524

Joseph* and Theresa* Brown
3257 Green Lake Drive
Fort Collins, CO 80524

Sandy King*
1008 Campfire Drive
Fort Collins, CO 80524

Debra Parker*
3421 Wagon Trail Road
Fort Collins CO 80524

Noel Rodriguez*
Zoe Becker
738 Campfire Drive
Fort Collins, CO 80524

Joe Ostroski*
1020 Campfire Drive
Fort Collins, CO 80524

Doug Clark*
827 Ridge Runner Drive
Fort Collins, CO 80524

Jeremy and Jackie* Sacks
927 Campfire Drive
Fort Collins, CO 80524

Gina Linde*
808 Campfire Drive
Fort Collins, CO 80524

Joan Ferguson*
802 Ridge Runner Drive
Fort Collins, CO 80524

Brian Grossman*
3274 Green Lake Drive
Fort Collins, CO 80524

* Denotes the person who provided testimony.
Requests for Decision Report
Sign in Sheet for those who want to receive the Decision Report
738 Campfire Dr Extra Occupancy Administrative Hearing--12/10/20

Bruce Holbert*
3262 Green Lake Drive
Fort Collins, CO 80524

Candace Edelen*
3209 Glacier Creek Drive
Fort Collins, CO 80524

Kim Weisser*
709 Elgin Court
Fort Collins, CO 80524

Rosemary Beauvais*
3336 Green Lake Drive, Unit 2
Fort Collins, CO 80524

Jenny Marquart*
3415 Wagon Trail Road
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Joan Ferguson*
802 Ridge Runner Drive
Fort Collins, CO 80524

Brian Grossman*
3274 Green Lake Drive
Fort Collins, CO 80524

Myles Crane
4913 Langdale Court
Fort Collins, CO 80526

Jeff Rubinstein
3398 Wagon Trail Road
Fort Collins, CO 80524

Applicant/Owner:
Jonathan Huynh
2908 Crusader Street
Fort Collins, CO 80524
Staff Presentation to Council

March 16, 2021
738 Campfire Drive Extra Occupancy Appeal
Paul Sizemore – CDNS Interim Director
Administrative Hearing Officer

Hearing 12/10/2020
Approved 12/18/2020
• Failure to properly interpret and apply Land Use Code Section 3.2.2(C)(4)(b)
  • Did not provide adequate number of fixed bicycle parking spaces
  • Bicycle parking area does not meet the definition of *Bicycle Parking, Fixed*
## Bicycle Parking Requirements

<table>
<thead>
<tr>
<th>Use</th>
<th>Bicycle Parking Minimum</th>
<th>% Enclosed Parking / % Fixed Bicycle Racks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Extra Occupancy Rental House</td>
<td>1 per bed</td>
<td>0% / 100%</td>
</tr>
</tbody>
</table>
Bicycle parking, fixed shall mean bicycle parking that allows the bicycle frame and both wheels to be securely locked to the parking structure. The structure shall be of permanent construction such as heavy gauge tubular steel with angle bars permanently attached to the pavement foundation. Fixed bicycle parking facilities shall be at least two (2) feet in width and five and one-half (5½) feet in length, with additional back-out or maneuvering space of at least five (5) feet.
Existing Bicycle Parking Area
STAFF

Molly Saylor, Senior Sustainability Specialist
Judy Schmidt, Legal

SUBJECT


EXECUTIVE SUMMARY

This Ordinance, adopted on First Reading on March 2, 2021 by a vote of 6-1 (Nay: Summers), provides $87,500 in funding to support the initial 2021 roll-out of the Disposable Bag Ordinance and the Waste Reduction Program, including outreach and engagement and making free bags available to the community.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

ATTACHMENTS

1. First Reading Agenda Item Summary, March 2, 2021 (w/o attachments) (PDF)
2. Ordinance No. 027, 2021 (PDF)
AGENDA ITEM SUMMARY
City Council
March 2, 2021

STAFF
Molly Saylor, Senior Sustainability Specialist
Judy Schmidt, Legal

SUBJECT

EXECUTIVE SUMMARY
The purpose of this item is to consider adoption of an appropriation ordinance which provides $87,500 in funding to support the initial 2021 roll-out of the Disposable Bag Ordinance and the Waste Reduction Program, including outreach and engagement and making free bags available to the community.

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

BACKGROUND / DISCUSSION
Reducing Plastic Pollution is an adopted Council Priority, which aligns with the community’s goal to sustain and improve the health of the Cache la Poudre River and watershed and its Road to Zero Waste goal to produce zero waste by 2030.

Past Council Action
Work Sessions:
- February 11, 2020 - Staff provided plastic pollution context and learnings from peer communities. Council provided direction for action both on micro and macro pollution.
- October 27, 2020 - Staff provided a progress update on plastic pollution awareness work, including impacts of COVID-19 on plastic use, policy development and community engagement, and a staff recommendation. Council members indicated interest in moving plastic bag policy to a ballot measure.
- December 8, 2020 - Staff provided Council a suite of policy options for a plastic pollution ordinance and related ballot measure. Council provided feedback on these policy elements and other logistics.
- January 12, 2021 - Staff shared a draft bag ordinance with Council and received feedback on outstanding policy details, including fee amount and structure, and income-qualified relief. Staff also recommended funding 2021 ordinance roll-out and engagement.

Regular Meetings:
- December 15, 2020 - Councilmembers adopted Resolution 2020-118 directing staff to draft an ordinance for Council to discuss at a work session on January 12, 2021.
- February 2, 2021 - Council approved the Disposable Bag Ordinance on first reading and continued consideration of this related off-cycle appropriation Ordinance No. 027, 2021 on first reading to March 2, 2021.
Agenda Item 15

February 16, 2021 - Council approved the Disposable Bag Ordinance on second reading and adopted Resolution 2021-023, referring Ordinance No. 026, 2021 to a vote of the registered electors of the city at the next regular municipal election on April 6, 2021.

Overview of 2021 Funding Ordinance

Contingent upon the outcome of the April election, this appropriation ordinance provides $87,500 to support successful roll-out of the Disposable Bag Ordinance in 2021 including outreach and engagement and to provide free bags to the community. More information is included in an updated version of the Implementation Resourcing document shared with Council at the January work session. (Attachment 1)

On an ongoing basis, the Waste Reduction Program will be self-supporting out of the fee revenue generated. This funding would be used to establish the Program in anticipation of rollout in 2022, and then the general fund will be repaid from bag fee revenue by the end of 2023. Specifically, this funding will allow for the following activities if the Disposable Bag Ordinance is passed by the voters:

- $35,000 to resource outreach and engagement efforts including an awareness and outreach campaign and provision of reusable bags.
- $52,500 to provide staff capacity to conduct outreach and engagement including support for grocer planning and coordination of reusable bag distribution.

Projected program revenues are outlined in the table below:

<table>
<thead>
<tr>
<th>Volume of Bags (Baseline)</th>
<th>12 Cent Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>2022</td>
</tr>
<tr>
<td>$52,500,000</td>
<td>$52,500,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>% of Baseline Bags Purchased with Fee</th>
<th>0%</th>
<th>50%</th>
<th>25%</th>
<th>25%</th>
<th>20%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bag Fee Retained by City</td>
<td>$0.06</td>
<td>$0.06</td>
<td>$0.06</td>
<td>$0.06</td>
<td>$0.06</td>
</tr>
<tr>
<td>% of Year Realizing Fee Revenue</td>
<td>0%</td>
<td>25%</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td>Revenue to City</td>
<td>$0</td>
<td>$393,750</td>
<td>$787,500</td>
<td>$787,500</td>
<td>$630,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>New City Core Program Costs</th>
<th>($87,500)</th>
<th>($270,000)</th>
<th>($278,100)</th>
<th>($212,180)</th>
<th>($218,545)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net Cash Flow (Amount available for repayment or other program costs)</td>
<td>($87,500)</td>
<td>$123,750</td>
<td>$509,400</td>
<td>$575,320</td>
<td>$411,455</td>
</tr>
</tbody>
</table>

Based on the above projections for revenue, staff anticipates full repayment to the General Fund reserves could occur before the end of 2023, while also allowing the new Waste Reduction Program costs of ~$270,000 per year to be self-funded and other systems costs to be covered as appropriate.

Staff recommends approval of this appropriation based on learnings from past programs, where it was observed that proactive outreach and education supports better compliance.

CITY FINANCIAL IMPACTS

The primary impact would be a $87,500 lower reserve balance in 2021 and 2022. Most potential impacts to City finances have been mitigated by structuring the appropriation amount to be repaid to General Fund reserves within three years. Based on projected fee revenues, the risk that repayment would not occur in that window is very minimal unless implementation is significantly delayed.
ATTACHMENTS

1. Implementation Resourcing (PDF)
2. Council Finance Committee Feedback (PDF)
3. Powerpoint Presentation (PDF)
ORDINANCE NO. 027, 2021
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROVING AND APPROPRIATING AN OFF-CYCLE FUNDING REQUEST, CONTINGENT ON THE OUTCOME OF THE APRIL 6, 2021, ELECTION, TO SUPPORT INITIAL IMPLEMENTATION OF ORDINANCE NO. 026, 2021, ESTABLISHING REGULATIONS REGARDING DISPOSABLE BAGS

WHEREAS, City Council has identified plastics pollution as a priority concern, which aligns with the City’s Climate Action Plan (“CAP”) goals of reducing greenhouse gasses and with the community’s Road to Zero Waste goal to produce zero waste by 2030, as well as the City’s strategic objective to sustain and improve the health of the Cache la Poudre River and all watersheds within the City; and

WHEREAS, Council has considered and adopted Ordinance No. 026, 2021, Amending Chapter 12 of the Code of the City of Fort Collins to Establish Regulations Regarding Disposable Bags and Mitigation of Other Sources of Single Use Plastic Pollution (the “Disposable Bag Ordinance”) regulating the distribution of disposable bags and future mitigation of other sources of single-use plastic pollution; and

WHEREAS, Council has adopted Resolution 2020-118 referring the Disposable Bag Ordinance to a vote of the City’s registered electors at the April 6, 2021, municipal election; and

WHEREAS, contingent on the outcome of the April 6, 2021 election, Council desires to appropriate funds to support initial implementation of the Disposable Bag Ordinance and the Waste Reduction Program created thereunder, including outreach, education and engagement and making free reusable bags available to the community, prior to May 1, 2022, when the requirements of the Disposable Bag Ordinance go into effect; and

WHEREAS, this appropriation protects the public health, safety and welfare of the residents of Fort Collins and serves the public purposes of maintaining and improving the health of the Cache la Poudre watershed and furthering the City’s Climate Action Plan and Road to Zero Waste goals; and

WHEREAS, Article V, Section 9 of the City Charter permits the City Council, upon the recommendation of the City Manager, 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 this fiscal year.

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 there is hereby appropriated from prior year reserves in the General Fund the sum of EIGHTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($87,500) for expenditure from the General Fund in 2021 to support initial implementation of the Disposable Bag Ordinance and the Waste Reduction Program created thereunder, including outreach, education and engagement and making free reusable bags available to the community, provided the voters approve City Council referred Ordinance No. 026, 2021, at the April 6, 2021 Election.

Introduced, considered favorably on first reading, and ordered published this 2nd day of March, A.D. 2021, and to be presented for final passage on the 16th day of March, A.D. 2021.

____________________________________
Mayor

ATTEST:
_______________________________
City Clerk

Passed and adopted on final reading on the 16th day of March, A.D. 2021.

____________________________________
Mayor

ATTEST:
_______________________________
City Clerk
AGENDA ITEM SUMMARY
City Council

March 16, 2021

STAFF

Elizabeth Blythe, Senior Public Engagement Coordinator
Delynn Coldiron, City Clerk
Honore Depew, Interim Policy and Project Manager
Ingrid Decker, Legal

SUBJECT


EXECUTIVE SUMMARY

The purpose of this item is to update Chapter 2, Article III of the City Code based on the Council priority to Reimagine Boards and Commissions. These Code changes are intended to reduce barriers to participation, increase consistency and clarity, and avoid redundancy.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

The City has 25 boards and commissions that perform a range of functions from advising to decision making. Over 200 residents volunteer valuable time and expertise through board membership. Approximately 45 City staff members directly support the boards in various ways. Six of these boards are considered “quasi-judicial,” meaning they make official decisions/deliver findings, in addition to advising Council.

On July 2, 2019, Council adopted the priority to Reimagine Boards and Commissions:

*Better structure the board and commission system to set up success into the future, align with Outcome Areas and allow for integrated perspectives. Explore models that allow for greater use of ad hoc meetings, diverse stakeholders and additional community participation.*

To carry out the intention of this priority, staff explored ways to enhance advisory groups to ensure value for board members and Councilmembers, so that Council receives timely and useful advice from diverse perspectives. This included as much public engagement as allowed during the COVID-19 health crisis, multiple Council work sessions, several rounds of input and discussion with current board members, peer city research, and careful review of current City Code and board functions.

During four previous work sessions in 2019, 2020, and 2021, Council discussed the appropriate scale of changes associated with the Reimagine Boards and Commissions priority. Councilmembers gave direction to focus on continuous improvements (that do not require policy change) as well as policies that reduce barriers to participation and improve efficiency and consistency.

Several key revisions were made from the feedback received from Council during the January 26, 2021 Council work session. These included further revision to the recommended “Decision Making Board” title within
the new board grouping scheme, changes to the recommended absence policy, advisory board term limits of 8 consecutive years (from the recommended 6 years), and consideration of an alternative to the title “Disability Advisory Board”. The Commission on Disability had a thorough conversation about a potential new name at their February meeting. The commission decided that “Disability Advisory Board” was the best fit.

The scope of the changes necessitates the repeal and reenactment of Chapter 2, Article III. Major changes are categorized and listed below, and section numbers reflect the new order:

**Naming Structure**
1. Section 2-104 changes the title of the Commission on Disability to Disability Advisory Board.
2. Section 2-105 changes the title of the Economic Advisory Commission to the Economic Advisory Board.
3. Section 2-114 changes the title of the Women’s Commission to the Women’s Advisory Board.
5. Section 2-176 changes the title of the Planning and Zoning Board to the Planning and Zoning Commission.
6. Section 2-178 changes the title of the Water Board to the Water Commission.

**Name Changes to Better Reflect Roles**
1. Section 2-145 changes the title of the Community Development Block Grant Commission to the Human Services and Housing Fund Board. These changes have been reviewed and approved by the Board.
2. Section 2-174 changes the title of the Landmark Preservation Commission to the Historic Preservation Commission. These changes have been reviewed and approved by the Board.
3. Section 2-177 changes the title of the Zoning Board of Appeals to the Land Use Review Commission.

**Board and Commission Grouping Structure**
1. Section 2-100 starts Division 2 “Advisory Boards- Type 1” with the purpose of Type 1 Advisory Boards description statement.
2. Section 2-140 starts Division 3 “Advisory Boards- Type 2” with the purpose of Type 2 Advisory Boards description statement. This is a new board and commission grouping which includes Art in Public Places Board, Cultural Resources Board, Citizen Review Board and the Human Services and Housing Funding Board.
3. Section 2-170 starts Division 4 “Quasi-Judicial Commissions” with the purpose of Quasi-Judicial Commission description statement.

**Residency Requirement**
1. Section 2-76 amends the residency requirement from one year prior to service, to being a resident during service.

**Attendance**
1. Section 2-79 adds the attendance policy to the City Code and states that (1) a board member would be dismissed, and vacancy would be created after two absences in any calendar year if no notice is given. (2) A board member is dismissed, and a vacancy is created after missing 25 percent of the regularly scheduled meetings for that board with or without notice, unless temporary impediments to attendance are discussed with the board Chair prior.
Term Length and Term Limits
1. Section 2-101 and Section 2-114 state that advisory boards can consist of either seven or nine member boards.
2. A seven-member board will consist of 4 four-year terms, 2 two-year terms and 1 one-year term. A nine-member board will consist of 4 four-year terms, 3 two-year terms and 2 one-year terms. No board member will serve more than 8 consecutive years regardless of term length.
3. Section 2-171 states that quasi-judicial commissions shall consist of either seven or nine member boards. All members will be appointed for 4-year terms and no member shall serve more than 2 consecutive terms. This results in a change to the number of members on the Water Commission from eleven to nine.

Joint Meetings
1. Section 2-72(d) states that two or more boards and commissions, committees or representatives from each may hold a joint meeting if the subject of the meeting specifically relates to an item or project in the work plan of each participating board or commission and the City Manager or City Council has approved the joint meeting.
2. Section 2-74(b) states that joint meetings can only be held if full and timely notice to the public has been given. Each participating board must post an agenda and will be noticed as work sessions and no voting or action can be taken.
3. Section 2-75(c) states that the board or commission sponsoring the joint meeting will create a written summary of the meeting.

Remote Meetings
1. Section 2-71 includes definition of remote technology.
2. Section2-72 includes requirements and parameters of remote meetings.

By-Laws
1. Section 2-78 eliminates bylaws, except that quasi-judicial commissions may adopt rules of procedures.

Board-specific Amendments
1. Section 2-178 states that the Water Commission shall consist of nine members, this is a reduction from its current eleven members.
2. Section 2-102 adds new language to update the functions of the Affordable Housing Board. These changes were previously reviewed and approved and are from a paused 2018 Ordinance.
3. Section 2-145 adds new language to update the functions of the Human Services and Housing Funding Board. These changes were previously reviewed and approved and are from a paused 2018 Ordinance.
4. Section 2-113(C) amends and removes list of specific participating Community Stakeholder Organizations on the Bicycle Advisory Committee to provide flexibility of community representation. These changes have been previously reviewed and approved by the Committee.
5. Section 2-112 amends the membership parameters of the Senior Advisory Board by removing outdated language pertaining to the Senior Center Council. These changes have been previously reviewed and approved by the Board.
6. Section 2-115 amends the membership parameters of Youth Advisory Board including changes to qualification requirements and reducing length of terms from 4 years to 1 year. These changes have been previously reviewed and approved by the Board.

ATTACHMENTS
1. Powerpoint Presentation (PDF)
March 16, 2021

Council Priority: Reimagine Boards & Commissions
Elizabeth Blythe, City Clerk's Office
2019 Adopted Council Priority

Reimagine Boards and Commissions:

“Better structure the board and commission system to set up success into the future, align with Outcome Areas and allow for integrated perspectives. Explore models that allow for greater use of Ad Hoc meetings, diverse stakeholders and additional community participation.”

Strategic Alignment:

HPG 7.3 – Improve effectiveness of community engagement with enhanced inclusion of all identities, languages and needs
Timeline and Engagement History

- Q2 2019 Council Priorities Adopted
- Q3 & Q4 2019 City Council Work Sessions
- Q3 2020 City Council Work Session
- Q4 2020 Boards and Commissions Super Issues Meeting
- Q1 2021 Boards and Commissions Super Issues Meeting

Q1 2020 Boards and Commissions Questionnaire
Q1 2020 Boards and Commissions Super Issues Meeting
Q4 2020 Boards and Commissions Super Issues Meeting
Q1 2021 Boards and Commissions Super Issues Meeting
Previous Council Direction

Reduce Barriers to Participation
• Continue to allow remote meeting option
• Allow for shorter board member terms

Improve Efficiency & Consistency
• Revise Board Grouping
• Revise Naming Structure
• Term Change Options
• Code Clean-up
• Revise Attendance Policy
• Joint Meeting Flexibility
• Remove Bylaw Redundancy
## Board Grouping and Naming Structure

<table>
<thead>
<tr>
<th>Current Grouping &amp; Naming</th>
<th>Recommended Grouping</th>
<th>Recommended Naming</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Advisory</strong> Boards and Commissions</td>
<td><strong>Type 1 Advisory</strong> Board</td>
<td></td>
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<tr>
<td><strong>Quasi-judicial</strong> Boards and Commissions</td>
<td><strong>Type 2 Advisory</strong> Board</td>
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<tr>
<td></td>
<td><strong>Quasi-Judicial</strong> Commission</td>
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</tbody>
</table>

### Proposed Type 2 Advisory Boards:
- Art in Public Places
- Cultural Resources
- Citizen Review
- Community Development Block Grant
## Term Length and Limit

<table>
<thead>
<tr>
<th>Type</th>
<th>Number of Members</th>
<th>Term Lengths (Number of seats: Term Length)</th>
<th>Term Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quasi-Judicial</td>
<td>7</td>
<td>7:4</td>
<td>2 Consecutive</td>
</tr>
<tr>
<td></td>
<td>9</td>
<td>9:4</td>
<td>Terms</td>
</tr>
<tr>
<td>Type 1 Advisory</td>
<td>7</td>
<td>4:4, 2:2, 1:1</td>
<td>8 Consecutive</td>
</tr>
<tr>
<td></td>
<td>9</td>
<td>4:4, 3:2, 2:1</td>
<td>Years</td>
</tr>
<tr>
<td>Type 2 Advisory</td>
<td>7</td>
<td>4:4, 2:2, 1:1</td>
<td>8 Consecutive</td>
</tr>
<tr>
<td></td>
<td>9</td>
<td>4:4, 3:2, 2:1</td>
<td>Years</td>
</tr>
</tbody>
</table>
A member will be dismissed from a board or commission and a vacancy will be created if a member has:

1. 2 absences from regularly scheduled meetings in any calendar year if no notice was given, or;
2. Absences from more than 25% of regularly scheduled meetings in any calendar year with or without notice, unless,
   1. One or more temporary impediments to attendance are discussed with the board chair prior.
## Proposed Name Changes

<table>
<thead>
<tr>
<th>Current</th>
<th>Recommended</th>
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</thead>
<tbody>
<tr>
<td><strong>Naming Structure and Clarity Change</strong></td>
<td></td>
</tr>
<tr>
<td>Community Development Block Grant Commission</td>
<td>Human Services and Housing Fund Board</td>
</tr>
<tr>
<td>Landmark Preservation Commission</td>
<td>Historic Preservation Commission</td>
</tr>
<tr>
<td>Zoning Board of Appeals</td>
<td>Land Use Review Commission</td>
</tr>
<tr>
<td><strong>Naming Structure Change</strong></td>
<td></td>
</tr>
<tr>
<td>Building Review Board</td>
<td>Building Review Commission</td>
</tr>
<tr>
<td>Commission on Disability</td>
<td>Disability Advisory Board</td>
</tr>
<tr>
<td>Economic Advisory Commission</td>
<td>Economic Advisory Board</td>
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<tr>
<td>Planning and Zoning Board</td>
<td>Planning and Zoning Commission</td>
</tr>
<tr>
<td>Women’s Commission</td>
<td>Women’s Advisory Board</td>
</tr>
<tr>
<td>Water Board</td>
<td>Water Commission</td>
</tr>
</tbody>
</table>
Additional Changes & Code Clean Up

- Adjust membership/participation parameters
  - Bicycle Advisory Committee, Senior Advisory Board and Youth Advisory Board
- Include previously paused 2018 ordinance changes
  - Affordable Housing Board and Community Development Block Grant
- Remove bylaw redundancy
  - Eliminating bylaws, except that quasi-judicial commissions may adopt rules of procedure
- Permissions for joint meeting flexibility
- Support for remote meetings
- Amend residency requirement
<table>
<thead>
<tr>
<th>New Board Category</th>
<th>Advisory Boards Type 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aligning Names w/ Categories</td>
<td>Advisory Boards; Quasi-Judicial Commissions</td>
</tr>
<tr>
<td>Shorter Term Options</td>
<td>Add 1- and 2-year terms (not for Q-J)</td>
</tr>
<tr>
<td>Adjusting Term Limits</td>
<td>Advisory and Decision-Making – 8 yrs; Q-J – 2 terms</td>
</tr>
<tr>
<td>Revised Attendance Policy</td>
<td>Move Policy to City Code; Adjust Absences Allowed</td>
</tr>
<tr>
<td>Remote Meetings</td>
<td>Continue to Support Remote Participation</td>
</tr>
<tr>
<td>Joint Meeting Flexibility</td>
<td>Council/CM-approved Multi-Board Meetings</td>
</tr>
<tr>
<td>Removing Bylaw Redundancy</td>
<td>Move Bylaws to City Code (not for Q-J)</td>
</tr>
<tr>
<td>Adjustments to Several Boards</td>
<td>YAB, SAB, BAC, AHB, CDBG</td>
</tr>
</tbody>
</table>
Additional Slides
Summary of Boards & Commissions

- 25 Boards & Commissions
  - 6 Quasi-judicial
  - Governed by Chapter 2, Articles 3&4 of Municipal Code
- Majority created in the 80s and 90s
- Between 7 and 11 members each
- 210 (+/-) Total Volunteers
- 45 Staff Liaisons and Admin Support
2017 Public Participation Report

Findings:

• Lack of representation & diversity
  • Race, age, income
• Lack of clarity regarding expectations

Recommendations:

• Reduce barriers to participation
• Recruit from underrepresented populations
• Improve clarity and consistency
Themes from Board Member Input

- More clarity on role and timing of board action
- Better on-boarding and training for members
- Flexibility for board collaboration
- More effective attendance policy
- Differing perspectives on shorter term lengths
<table>
<thead>
<tr>
<th>Current</th>
<th>Recommended</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dismissal after 3 consecutive absences without notice</td>
<td>Dismissal after 2 absences in any calendar year without notice</td>
</tr>
<tr>
<td>Dismissal after 4 absences in one calendar year without written notice</td>
<td>Dismissal after missing 25% of regularly scheduled meetings in any calendar year with or without notice*</td>
</tr>
<tr>
<td>In the Boards and Commissions Manual</td>
<td>*unless temporary impediments to attendance are discussed with the Chair prior to absence threshold</td>
</tr>
<tr>
<td></td>
<td>In the City Code</td>
</tr>
</tbody>
</table>
ORDINANCE NO. 049, 2021
OF THE COUNCIL OF THE CITY OF FORT COLLINS
REPEALING AND REENACTING CHAPTER 2, ARTICLE III OF THE CODE OF
THE CITY OF FORT COLLINS RELATING TO BOARDS AND COMMISSIONS

WHEREAS, the City has 25 boards and commissions, created by the City Council by ordinance, that perform a wide range of functions from advising City staff and the City Council to making quasi-judicial decisions on a variety of topics; and

WHEREAS, in 2019 the City Council adopted a priority to reimagine the City’s boards and commissions; and

WHEREAS, since the latter half of 2019, City staff has used outreach, questionnaires, meetings with various groups, and several City Council Work Sessions to develop ideas and obtain guidance and direction on what improvements to make to reduce barriers to participation on City boards and commissions, and improve efficiency and consistency in the boards and commissions system; and

WHEREAS, the structure, functions, and requirements for boards and commissions are described in Article III of Chapter 2 of the City Code, which must be amended to implement many of the proposed improvements; and

WHEREAS, these changes also provide an opportunity to reorganize and simplify Article III of Chapter 2 by repealing and re-enacting Article III; and

WHEREAS, changes made in the proposed reenacted Article III include the following:

- Renaming all quasi-judicial bodies as “commissions” and the others as “boards”;
- Reorganizing the boards and commissions into three categories based on their functions;
- Amending the residency requirement from one year prior to service to being a resident during service;
- Simplifying the Code by removing common language that is currently repeated in the provisions for every board regarding term limits, officers, minutes, annual reports and work plans, and putting it in separate sections applicable to all boards or a category of boards;
- Eliminating bylaws, except that type 2 advisory board and quasi-judicial commissions may adopt rules of procedure;
- Adding a revised attendance policy;
- Creating a variety of term lengths for non-quasi-judicial boards and amending term limits to support new term lengths;
- Adding to the City Code standards for joint meetings and remote meetings, and the attendance policy that was previously only in the Boards and Commissions manual;
- Reducing the number of Water Commission members from eleven to nine;
• Making updates to the functions of the Affordable Housing Board and Community Block Grant (CDBG) Commission that were originally proposed in 2018 but were put on hold during the Reimagining Boards and Commissions project;
• Making updates to the Bicycle Advisory Committee, Senior Advisory Board and Youth Advisory Board membership requirements;
• Renaming the CDBG Commission as the Human Services and Housing Board;
• Renaming the Landmark Preservation Commission as the Historic Preservation Commission;
• Renaming the Zoning Board of Appeals as the Land Use Review Board; and

WHEREAS, the City Council finds that the proposed changes to the City Code are in the best interests of the City and its residents.

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 Chapter 2, Article III, is hereby repealed in its entirety and reenacted to read as follows:

ARTICLE III.
BOARDS AND COMMISSIONS
Division 1 - Generally

Sec. 2-71. Definitions.

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

Meeting shall mean any gathering of a quorum or three (3) or more members, whichever is fewer, of any board or commission of the City, or any committee of such board or commission, at which any public business is discussed or at which any formal action may be taken. Meeting shall not mean a chance meeting or social gathering at which the discussion of public business is not the central purpose.

Remote technology shall mean telephonic, online platforms or other technological methods or a combination thereof, used to conduct or participate in a meeting without being in the same physical location as other meeting participants.

Staff liaison shall mean the City staff person assigned to provide administrative support to a board or commission.

Sec. 2-72. Open meetings required; exceptions; joint meetings.
(a) All meetings of boards and commissions of the City, and all meetings of any committees of such boards and commissions, shall be open to the public at all times, except that any board or commission, upon the affirmative vote of two-thirds (2/3) of the quorum present, may go into executive session for the purpose of considering such matters as would be permissible for consideration by the City Council in executive session, as enumerated in Subsection 2-31(a) above, insofar as such matters may be pertinent to the purposes for which the board or commission has been established by the City Council.

(b) The following shall be exempted from the open meetings provisions of this Section:

(1) The trustees of the police, fire and general employees' pensions shall have the authority to meet in executive session for the purpose of reviewing pension applications, medical records, personnel records and reports and discussing pending as well as previously granted pensions with board attorneys.

(2) The review subcommittees of the Citizen Review Board, as described in Subsection 2-143(d), shall meet in executive session for the purpose of receiving and considering evidence relating to internal investigations conducted by Police Services unless the police officer(s) or community service officer(s) against whom the complaint is filed requests that the matter be considered in open session. If such a request is made, the subcommittee shall determine the extent to which the consideration and discussion of evidence will occur in open session. In making this determination, the subcommittee shall consider the extent to which the consideration and discussion will directly concern personnel matters of the officer(s), the need to maintain the confidentiality of public information in circumstances where the dissemination of the information would do substantial injury to the public interest and any other constraints upon public dissemination imposed by law.

(c) No final policy decisions shall be made, nor shall any resolution be passed, or other formal action taken by any board or commission in executive session.

(d) Two or more boards or commissions, committees of boards or commissions, or representatives from each such board, commission, or committee, may hold a joint meeting if the subject of the meeting specifically relates to an item or project in the work plan of each participating board or commission, or if the City Manager or City Council has approved the joint meeting.

Sec. 2-73. Remote meetings.

(a) In-person attendance by commission members is required for all quasi-judicial proceedings. Remote participation by parties in interest and the public is not allowed in any quasi-judicial proceeding.

(b) For meetings that are not quasi-judicial the chairperson of any City board or commission, after consultation with the staff liaison for such board or commission, may determine that such
board or commission will conduct any regular meeting or special meeting in whole or in part by remote technology if the meeting room is equipped for remote participation to provide reasonably available participation by members of the board or commission and by the public.

The chairperson of any committee of any City board or commission, after consultation with the chairperson and staff liaison of such board or commission, may determine that such committee will conduct any committee meeting in whole or in part by remote technology if the meeting room is equipped for remote participation to provide reasonably available participation by members of the committee and observation by the public.

(c) Participation by a City board or commission member, or a member of a committee thereof, in a meeting conducted by remote technology shall constitute presence and actual attendance for purpose of establishing a quorum, provided the following conditions are met:

(1) All members of the board or commission participating in the meeting can see and hear one another or, if circumstances preclude an arrangement that would allow visual communication, hear one another;

(2) All members of the board or commission participating in the meeting can see, hear or read all discussion, comment and testimony in a manner designed to provide maximum information sharing and, to the extent applicable, participation;

(3) Members of the public have equivalent access to all discussion, comment and testimony, and to all votes and other dialogue, in a manner designed to provide maximum information sharing and participation;

(4) All votes must be conducted by roll call; and

(5) All other meeting-related requirements must be met, including advance notice with an explanation of how members of the board or commission and the public may participate and stating the right of the public to monitor the meeting, as well as the recording and preparation of meeting minutes.

(f) Boards and commissions shall allow time for citizen participation in remote meetings; however, they shall not use the chat features in remote meetings to conduct public business or take citizen comment.

(g) If during any meeting of a board or commission or a committee thereof the presiding officer determines that the remote technology in use is not functioning sufficiently to meet the conditions above during any particular item or meeting, the board or commission must continue such item or meeting to allow for improved technologies or other arrangements.

Sec. 2-74. Notice of meetings; place of posting.

(a) Any meeting at which any formal action could occur or at which a majority or quorum is in attendance, or is expected to be in attendance, shall be held only after full and timely notice to
the public. For the purpose of this provision, adopting a regular meeting date and the filing of a statement with the City Clerk shall be considered full and timely notice. In the case of boards or commissions meeting on call or irregularly or in the event of any change to a regular meeting date on file with the City Clerk, the posting of a notice of the meeting pursuant to § 2-74(c) at least twenty-four (24) hours before the time of such meeting shall be full and timely notice. The City Clerk shall make all of such notices available to all interested members of the public.

(b) Joint meetings of two or more boards or commissions shall only be held after full and timely notice to the public. Each participating board must post a notice that includes an agenda for the joint meeting. Joint meetings shall be noticed as work sessions, and no voting or action may be taken at a joint meeting. Any meetings of the individual boards immediately following the joint meeting shall be noticed as regular meetings.

(c) The City’s website is designated as the proper place for the posting of public notice of any meetings of any City boards and commissions, or their committees, for which public notice is required to be given by the provisions of the Code. When possible, such notices should also be available at the City Clerk’s office at City Hall West, 300 Laporte Avenue. All meeting notices shall include information about the availability of agenda materials. The staff liaison for each board or commission, or their designee, shall be responsible for the posting of such notice.

Sec. 2-75. Minutes of meetings.

(a) Minutes shall be taken of any meeting of any board or commission of the City, or any committee of such board or commission, at which the adoption of any proposed policy, position, resolution, rule, regulation or formal action occurs or could occur. Each board, commission or committee shall approve its meeting minutes no later than its next regular meeting unless extenuating circumstances prevent it, or in those instances when an audio or video recording of the board, commission or committee meeting which is the subject of the minutes has been made and maintained by the City, in which case approval of the minutes may be delayed. Meeting minutes shall be open to public inspection and the staff liaison shall file the minutes with the City Clerk upon approval by a board, commission or committee.

(b) Discussions that occur in an executive session of a board or commission, or any committee thereof, shall be subject to the same audio recording requirements and related procedures and regulations as are contained in § 2-33 pertaining to executive sessions of the City Council and its committees. The minutes of a meeting during which an executive session is held shall reflect the topic of the discussion at the executive session.

(c) For joint meetings of two or more boards or commissions the sponsoring board shall create and maintain a written summary of the meeting in the records of each participating board for future reference.

Sec. 2-76. Membership; vacancy.

(a) All persons appointed or reappointed to any board or commission shall reside within the Fort Collins Growth Management Area while serving on the board or commission. Any member
serving on a board or commission who relocates outside of the Growth Management Area during their term of service on a board or commission, regardless of their date of appointment or reappointment, shall resign their membership. These limitations shall not apply to applicants for, or members of, the General Employees Retirement Committee.

(b) Unless otherwise specified in this Article III, board and commission members shall be appointed by the City Council and shall serve without compensation. Appointments shall specify the term of office of each person appointed. If a vacancy occurs on a board or commission it shall be filled by the City Council for the remaining unexpired portion of the term unless otherwise specified by the City Council. Boards and commissions do not have authority to add additional members or to invite members of the public to sit on subcommittees without City Council approval.

(c) No person may serve concurrently on more than one board or commission. This limitation does not apply to temporary committees.

(d) All board and commission members are subject to removal at any time by the City Council, and the City Council may dissolve any board or commission at any time, at the sole discretion of the City Council.

Sec. 2-77. Board and commission duties; consideration of matters upon request.

In addition to the duties and functions specified in this Article III for any particular board or commission, each such board or commission is hereby authorized to perform such other duties and functions and have such other powers as the City Council may provide, and to participate on a case-by-case basis in the review, discussion and advisement of Council or the City Manager regarding any policy or program matter, upon the request of the City Council or the City Manager.

Sec. 2-78. Board or commission action; procedure; member participation.

(a) Each board or commission shall conduct its business in accordance with the Charter and the Code. Additional procedures and requirements for boards and commissions may be listed in a Boards and Commissions Manual approved by the City Council by resolution. Quasi-judicial commissions and type 2 advisory boards may adopt rules of procedure, but boards and commissions shall not otherwise have bylaws.

(b) Public statements by a board or commission should be within the scope of the functions assigned to such board or commission in this Article III and should not contain promises that may be construed as binding on such board or commission, City staff or the City Council. Such statements should include a reminder that final action on any recommendation must be taken by the City Council.

(c) A record shall be made of each vote by which a board or commission takes formal action. Each member of such board or commission present shall vote. If a member fails to vote when present, they shall be recorded as voting in the affirmative. A member who has declared a
conflict of interest in a decision or is otherwise trying to avoid an appearance of undue influence in the decision, or who in a quasi-judicial proceeding has recused themselves due to bias or partiality in the particular proceeding, shall not be present for or participate in the portion of any meeting during which such decision or proceeding is under consideration.

Sec. 2-79. Attendance.

(a) Any of the following attendance issues shall automatically cause a member’s appointment to be terminated, and shall create a vacancy on the board or commission:

(1) Two absences from regularly scheduled meetings of the board in any calendar year if, prior to the meetings where the absences occurred, the member did not submit written notification of such absence to the staff liaison.

(2) Absence from more than twenty-five (25) percent of regularly scheduled meetings of the board in any calendar year, with or without written notification to the staff liaison, unless the member has discussed one or more temporary impediments to attendance with the board chair before this absence threshold is met.

(3) For subcommittee meetings of the Citizen Review Board, two consecutive absences from scheduled subcommittee meetings or three absences from scheduled subcommittee meetings in a calendar year, if, prior to the meetings where the absences occurred, the member did not submit written notification of any such absence to the staff liaison.

(b) If such a vacancy occurs, the staff liaison shall immediately notify the City Clerk’s Office so that the vacancy can be filled by the Council. The City Council may approve an exception to the attendance requirements in this section for good cause shown, if the affected board or commission member files a written request with the City Clerk’s Office prior to an absence that would trigger a vacancy under subsection (a).

Sec. 2-80. Officers.

Each board or commission shall elect annually from its membership a chairperson and such officers as may be required.

Sec. 2-81. Annual report; work plan.

On or before January 31 of each year, each board and commission shall file a report with the City Clerk setting forth its activities for the previous year. On or before November 30 of each year, each board and commission shall file a work plan with the City Clerk for the following year.

Secs. 2-82. - 2-99. Reserved.

Division 2
Sec. 2-100. Purpose of type 1 advisory boards.

Type 1 Advisory boards make recommendations to the City Council and City staff on areas of particular knowledge or expertise. Recommendations made by advisory boards are formal opinions to the City Council on items and subjects that are on the boards’ approved workplans. These recommendations are limited to advisement and are not decisive actions.

Sec. 2-101 Membership; term.

Except as otherwise expressly provided, all type 1 advisory boards shall consist of either seven (7) or nine (9) members. To achieve overlapping tenure and allow for a variety of time commitments by members four (4) members shall be appointed for a term of four (4) years. On nine-member boards, three (3) members shall be appointed for a term of two (2) years, and two (2) members shall be appointed for a term of one (1) year. On seven-member boards, two (2) members shall be appointed for a term of two (2) years and one (1) member shall be appointed for a term of one (1) year. No board member shall serve more than eight (8) consecutive years regardless of term length.

Sec. 2-102. Affordable Housing Board

(a) The City shall have an Affordable Housing Board, hereafter referred to in this Section as the "Board." The Board shall consist of seven (7) members. In connection with the solicitation, consideration, and appointment of members to the Board, the City Council may give preference to and consider an applicant’s experience or training in, or familiarity with, affordable housing issues, including, without limitation, issues pertaining to development, finance, lending, charitable and low-income services, and general community services. It is also desirable that at least one Board member be a current or former resident of affordable housing.

(b) The duties and functions of the Board shall be:

(1) To advise the City Council and City staff on all matters pertaining to affordable housing issues of concern to the City;

(2) To advise and make recommendations to City staff, the Human Services and Housing Funding Board, and the City Council concerning the expenditure of City funds for affordable housing;

(3) To aid and guide the development of City-wide affordable housing programs to address currently existing and potential affordable housing issues;

(4) To promote citizen participation and public education on City-wide affordable housing issues; and
(5) To be aware of and coordinate with the various other City boards, commissions and authorities, City departments, and other organizations and entities whose actions may affect affordable housing in the community.

Sec. 2-103. Air Quality Advisory Board

(a) The City shall have an Air Quality Advisory Board, hereafter referred to in this Section as the "Board." The Board shall consist of nine (9) members.

(b) The duties and functions of the Board shall be to advise the City Council regarding policies, plans and programs to improve and maintain the City's air quality. The Board may, without limitation, biennially review air quality indicators and recommend adjustments to the Air Quality Action Plan; review and recommend revisions, as needed, to the Air Quality Policy Plan and to any other City plans that may have significant impacts on air quality; and advise the Governor-designated lead agency for air quality planning on matters pertaining to the Fort Collins element of the State Implementation Plan. The Board may also convene ad hoc citizen task groups to provide additional technical expertise to the Board for the planning of specific action strategies.

(c) The Board shall coordinate its work with the Transportation Board, Natural Resources Advisory Board and the Planning and Zoning Commission, recognizing that certain transportation and land use decisions, policies and programs affect future air quality.

Sec. 2-104. Disability Advisory Board

(a) The City shall have a Disability Advisory Board, hereafter referred to in this Section as the "Board." The Board shall consist of nine (9) members.

(b) The Board shall have the following functions:

   (1) To develop educational programs to acquaint our citizens with issues affecting individuals with disabilities;

   (2) To form special committees including outside consultants or specialists to address issues affecting the well-being of individuals with disabilities;

   (3) To communicate with other commissions in order to generate ideas helpful to the City Council;

   (4) To educate City employees about access issues affecting individuals with disabilities;

   (5) To recommend to the City design requirements that ensure accessibility;

   (6) To help the City establish conditions and practices that contribute to employing individuals with disabilities; and
To serve as advocates among City employees, private businesses and the community on behalf of individuals with disabilities.

**Sec. 2-105. Economic Advisory Board**

(a) The City shall have an Economic Advisory Board, hereafter referred to in this Section as the "Board." The Board shall consist of nine (9) members. The members of the Board shall represent a cross section of the community and shall include persons with experience in economics, business or finance and persons with experience in other areas that the City Council may consider to be especially important to the economic health and sustainability of the community.

(b) The duties and functions of the Board shall be:

1. To advise the City Council on matters pertaining to the economic health and sustainability of the City, including, but not limited to: (a) events and trends occurring outside the Fort Collins community that may affect the local economy; (b) immediate and long-term threats to the local economy; (c) ways in which to enhance the City's competitive position in relation to other communities; and (d) possible partnerships with other public and private entities;

2. To recommend programs and strategies that may enhance the economic health and sustainability of the City;

3. To be aware of and coordinate with other City boards and commissions whose actions may affect the economic health and sustainability of the City; and

4. To advise the City Council on existing or proposed policies, practices or regulations of the City that may affect the local economy.

**Sec. 2-106. Energy Board**

(a) The City shall have an Energy Board, hereafter referred to in this Section as the "Board." The Board shall consist of nine (9) members.

(b) The duties and functions of the Board shall be:

1. To advise the City Council and staff regarding the development and implementation of the City's energy policy;

2. To advise the City Council and staff in developing City policies that encourage the incorporation of energy conservation and efficiency, carbon emissions reduction and renewable energy into the development and provision of City utility services, the design and construction of City transportation projects, and the way in which the City impacts the overall built environment within the City;
(3) To advise the City Council and staff regarding the alignment of energy programs and policies with City, ratepayer and community values and service delivery expectations;

(4) To advise the City Council and staff regarding the recommendations for improvements to City energy systems;

(5) To coordinate with other City boards and commissions regarding energy issues;

(6) To advise the City Council and staff regarding budgetary, rate-making and operational matters related to the electric utility; and

(7) To annually review and provide advice to City Council and staff on the City's Legislative Policy Agenda regarding energy and energy-related carbon issues.

Sec. 2-107. Golf Board

(a) The City shall have a Golf Board, hereafter referred to in this Section as the "Board." The Board shall consist of seven (7) members.

(b) The Board shall have the following functions:

(1) To advise and make recommendations to the Director of Community Services (the "Director") and the City Council as to rules, regulations, policies, administrative and budgetary matters pertaining to the operation and maintenance of all City-owned golf courses;

(2) To advise and make recommendations to the Director concerning the terms and conditions of any agreements to be entered into with golf professionals and other concessionaires in connection with City-owned golf courses as well as any other agreements which may affect the management, operation, maintenance, construction or acquisition of City-owned golf courses;

(3) To assist in the procurement of goods and services for City-owned golf courses, including the selection of golf professionals, concessionaires and other contractors, by appointing two (2) Board members to serve on any review committee that may be established by the City under the provisions of §8-158 of this Code for the purpose of making such procurements; and

(4) To advise and make recommendations to the City Manager concerning approval of annual fees and charges at City-owned golf courses.

Sec. 2-108. Land Conservation and Stewardship Board

(a) The City shall have a Land Conservation and Stewardship Board, hereafter referred to in this Section as the "Board." The Board shall consist of nine (9) members. In connection with
the solicitation, consideration and appointment of members to the Board, the City Council may consider and give preference to an applicant's experience or training in, or familiarity with, land conservation and stewardship, public or outdoor recreation (such as wildlife observation, hiking, biking or horseback riding), conservation biology (including restoration ecology, range management, fire ecology, riparian ecology and wildlife management); nature interpretation and education, land or resource management, and real property transactions.

(b) The duties and functions of the Board shall be as follows:

(1) To advise City Council regarding policy and budgetary matters pertaining to the Natural Areas Program, including, but not limited to, the expenditure of Open Space, Yes! and Larimer County Help Preserve Open Space dedicated sales tax revenues;

(2) To advise Natural Areas Program staff and the City Council in connection with the proposed acquisition or disposition of land, interests in land, interests in water and other interests in real property for the Natural Areas Program;

(3) To advise Natural Areas Program staff regarding the development of management plans and public improvements for Natural Areas Program properties;

(4) Upon request of the City Manager or at the direction of the City Council, to advise City Council regarding any positive or negative impacts that particular plans or projects of the City or of other public or private entities may have on Natural Areas Program properties or properties that may be of interest to the Natural Areas Program. This provision shall not apply to development projects for which applications have been submitted to the City for approval under the Land Use Code; and

(5) Upon request of the City Manager or at the direction of the City Council, to advise City Council in connection with the proposed acquisition or disposition of land, interests in land, interests in water and other interests in real property for City programs other than the Natural Areas Program.

Sec. 2-109. Natural Resources Advisory Board

(a) The City shall have a Natural Resources Advisory Board, hereafter referred to in this Division as the "Board." The Board shall consist of nine (9) members.

(b) The Board shall have the following functions:

(1) To advise the City Council on all matters pertaining to natural resources and environmental protection issues of concern to the City;

(2) To analyze various natural resources issues and to aid and guide the development of City-wide natural resources programs to address currently existing and potential natural resources and environmental issues;
(3) To promote citizen participation and public education on City-wide natural resources and environmental protection issues; and

(4) To be aware of and coordinate with the various Office of Sustainability Services technical advisory committees.

Sec. 2-110. Parking Advisory Board

(a) The City shall have a Parking Advisory Board, hereafter referred to in this Section as the "Board." The Board shall consist of nine (9) members. Five (5) Board members shall be either residents, landowners, employees, business owners or tenants within the downtown area and four (4) members shall represent a broad base of the City at large.

(b) The Board shall have the following functions:

(1) To make recommendations to the City Council regarding the implementation of the City's parking policies and plans;

(2) To provide an avenue for ongoing stakeholder input and involvement in parking decisions that affect the public;

(3) To support and advocate for parking initiatives and programs;

(4) To help educate the public about parking issues; and

(5) To work with other boards and commissions of the City or other community organizations that have an interest in parking issues.

Sec. 2-111. Parks and Recreation Board.

(a) The City shall have a Parks and Recreation Board, hereafter referred to in this Section as the "Board." The Board shall consist of nine (9) members.

(b) The Board shall have the following functions:

(1) To advise and make recommendations to the Director of Community Services and the City Council for their approval as to rules, regulations, policies, administrative and budgetary matters pertaining to the Department, excluding matters relating to the operation and maintenance of City-owned golf courses and cemeteries;

(2) To assist the City in cooperating with the Poudre School District and other organizations and individuals interested in the City's parks and recreation programs; and

(3) To promote community awareness and understanding of, and appreciation for, the values of parks and recreation as a resource contributing to the quality of life in Fort Collins.
Sec. 2-112. Senior Advisory Board.

(a) The City shall have a Senior Advisory Board, hereafter referred to in this Section as the "Board." The Board shall consist of nine (9) members.

(b) The Board shall have the following functions:

(1) To serve as a supporting agency for all senior citizen services and activities in the City;

(2) To publicize and support present senior citizen services and activities in the community;

(3) To investigate and make recommendations regarding new senior citizen services and activities;

(4) To encourage new senior citizen programs as need is indicated and, when appropriate, to participate in the planning and development of such programs if asked to do so;

(5) To encourage and support widespread opportunities for more meaningful and useful participation of senior citizens in community activities and programs;

(6) To establish and maintain communication with local, state and national groups and government agencies concerning senior citizens;

(7) To advocate policies and practices within the community that respect and consider the needs and interests of senior citizens; and

(8) To work to dispel stereotypes about aging through education and awareness activities.

Sec. 2-113. Transportation Board.

(a) The City shall have a Transportation Board, hereafter referred to in this Section as the "Board." The Board shall consist of nine (9) members.

(b) The Board shall have the following functions:

(1) To advise the City Council on matters pertaining to the City's transportation policies and system, including, but not limited to, transportation planning, alternative modes planning (including bikeways, pedestrian facilities, transit, air transportation and van- and car-pooling), capital improvement projects, downtown parking management and other transportation issues as identified in the Board work plan; and
(2) To review the City's interaction with federal, state and county government, as well as North Front Range Transportation and Air Quality Planning Council, Colorado State University and Poudre School District on transportation-related issues.

(c) The Board shall also establish and keep in place a committee to be known as the "Bicycle Advisory Committee," the purpose of which shall be to advise the Board with regard to bicycling-related issues.

(1) Said committee shall consist of sixteen (16) members, one of whom shall be a member of the Board. The remaining fifteen (15) members shall consist of three (3) community “at large” members and six (6) members of community stakeholder organizations, all appointed by the City Manager, and representatives from the following City Boards and Commissions, which may each nominate a representative for a position on the committee:

a. Air Quality Advisory Board;
b. Parks and Recreation Board;
c. Natural Resources Advisory Board;
d. Land Conservation and Stewardship Board;
e. Senior Advisory Board; and
f. Economic Advisory Board.

Representatives from Boards and Commissions are subject to confirmation by the City Manager or their designee.

In addition to the foregoing sixteen (16) voting members, the Committee shall include non-voting staff representatives from the City's Planning, Development and Transportation Service Area.

(2) Each member of the Bicycle Advisory Committee shall serve for a term of two (2) years.

(d) The Board will coordinate its policy review with other appropriate City boards and commissions as needed. This coordination is intended to provide an integrated review of transportation issues as they relate to other policy areas such as air quality, natural resources and land use. The Board will ensure that an element of its policy review will include appropriate community input.

Sec. 2-114. Women's Advisory Board.

(a) The City shall have a Women's Advisory Board, hereafter referred to in this Section as the "Board." The Board shall consist of nine (9) members. In addition to the nine (9) Board members appointed by the City Council, the County and Colorado State University may each appoint a representative to serve as an ex officio nonvoting liaison to the Board.
The Board is created for the purpose of enhancing the status of and opportunities for all women in the City, and shall have the following functions:

(1) To document issues of importance to the status of women in the City;

(2) To conduct educational programs in the Fort Collins community to increase public awareness and sensitivity to the needs and capabilities of all women;

(3) To cooperate with other organizations and individuals interested in issues affecting women in the Fort Collins area;

(4) To review proposed legislation, policy changes or other governmental action at the federal, state or local level that would enhance or otherwise affect the status of women in the City and make recommendations to the City Council regarding the same; and

(5) To recommend to the City Council the adoption of local legislation or policies that would enhance the status of women in the City.

Sec. 2-115. Youth Advisory Board.

(a) The City shall have a Youth Advisory Board, hereafter referred to in this Section as the "Board." The Board shall consist of no less than five (5) and no more than nine (9) members appointed by the City Council. All members shall be qualified by experience, training, age, ethnicity or socioeconomic background to represent a diverse cross section of youth in the Fort Collins community. Each member of the Board shall be under the age of nineteen (19) years at the time of appointment and currently enrolled in high school or an equivalent program such as home school or distance learning. A quorum of the Board shall consist of three (3) members for a five-member Board or four (4) members for a Board consisting of six (6) to nine (9) members.

(b) Each member shall serve for a term of one (1) year unless otherwise specified by the City Council, and no member may serve for more than four (4) consecutive years regardless of term length. Appointments shall specify the term of office of each individual.

(c) The Board shall have the following functions:

(1) To gather information from, and otherwise communicate with, other groups, organizations and agencies regarding youth-oriented issues and problems;

(2) To document and discuss issues of importance to youth in the Fort Collins community, specifically as they affect City-operated services;

(3) To review and discuss legislation that may affect youth; and

(4) To recommend to City Council local legislation and policy actions or changes which would enhance the status of youth in the Fort Collins community.
Secs. 2-116 - 2-139. - Reserved.

Division 3
Advisory Boards – Type 2

Sec. 2-140. Purpose of type 2 advisory boards.

In addition to serving an advisory function to the City Council and City staff, type 2 advisory boards also have as part of their assigned functions the authority to make decisions on certain matters specified in the City Code, which then serve as formal recommendations to City Council or City staff for their consideration and adoption.

Sec. 2-141. Membership; term.

Except as otherwise expressly provided, all type 2 advisory boards shall consist of either seven (7) or nine (9) members. To achieve overlapping tenure and allow for a variety of time commitments by members, four (4) members shall be appointed for a term of four (4) years. On nine-member boards, three (3) members shall be appointed for a term of two (2) years, and two (2) members shall be appointed for a term of one (1) year. On seven-member boards, two (2) members shall be appointed for a term of two (2) years, and one (1) member shall be appointed for a term of one (1) year. No member shall serve more than eight (8) consecutive years regardless of term length.

Sec. 2-142. Rules of Procedure.

Each type 2 advisory board may adopt rules of procedure for its review and decision-making processes, which must be consistent with the Charter, the Code, and other policies that may be established by the City Council and shall be submitted to the City Attorney’s Office for review prior to adoption. Immediately after adoption the board shall file a copy of the rules of procedure with the City Clerk for the use of the City Council, and the same may be subject to the approval of the City Council.

Sec. 2-143. Art in Public Places Board.

(a) The City shall have an Art in Public Places Board, hereafter referred to in this Section as the "Board." The Board shall consist of seven (7) members. Three (3) of the Board members shall be arts professionals. For the purpose of this Section, arts professional shall mean a person who has either a degree in a visual arts related field and/or extensive professional experience in the visual arts. Upon the request of the City Council, the Cultural Resources Board shall recommend to the City Council arts professionals for appointment to the Board. A member of the Cultural Resources Board shall serve as an ex officio liaison to the Board.

(b) The Board shall have the following functions:

(1) To advise and make recommendations to the City Council regarding incorporation of works of art into construction projects and regarding expenditures from the art in
public places reserve account for artists, works of art and sites for placement of works of art, following established and published guidelines;

(2) To advise and make recommendations to the City Council regarding the acceptance of offers to donate art to be placed in public areas and regarding the site for placement of such donated art; and

(3) To advise and make recommendations to the Director of Community Services and the City Council as to rules, regulations, guidelines, policy, administrative and budgetary matters pertaining to the art in public places program.

Sec. 2-144. Citizen Review Board.

(a) The City shall have a Citizen Review Board, hereafter referred to in this Section as the "Board." The Board shall consist of seven (7) members.

(b) The following words, terms and phrases, when used in this Section, shall have the following meanings:

*Deadly force* shall mean force, the intended, natural and probable consequence of which is to produce death.

*Exonerated* shall mean that the incident occurred, but the behavior of the police officer or community service officer did not violate any applicable administrative policy or law.

*Not involved* shall mean that the police officer or community service officer was not involved in the incident.

*Not sustained* shall mean that there is insufficient evidence to prove or disprove the allegation.

*Sustained* shall mean that the allegation is supported by sufficient evidence establishing that a police officer or community service officer violated one (1) or more applicable administrative policies or laws.

*Unfounded* shall mean that sufficient evidence was present to establish that the allegation was false or not factual.

(c) Those persons appointed to the Board shall attend and complete such training as may be developed by the City Manager, upon consultation with the Chief of Police.

(d) Upon notice that an investigatory file is being forwarded to the Board for review pursuant to the provisions of Paragraph (f) below, the chairperson shall randomly select four (4) members of the Board to serve as the review subcommittee. A separate review subcommittee shall be selected for each separate review. Among the four (4) members selected to each review subcommittee, one (1) shall be designated and serve as a substitute and shall participate in the
review process, but shall not participate in any recommendation vote of the subcommittee unless one (1) of the other three (3) members of the review subcommittee becomes unable to participate and vote. To the extent possible, a request to reconsider pursuant to Paragraph (f)(5) below shall be considered and, if appropriate, reviewed by the same subcommittee members who conducted the initial review.

(e) The Board shall have the following functions:

(1) At the request of the City Manager or the Chief of Police, to make recommendations to the City Manager or the Chief of Police concerning the interpretation of police policies and procedures.

(2) To review the following categories of internal investigations conducted by Police Services:

   a. Investigations involving police officer or community service officer use of deadly force, whether or not the use of such force actually results in death;

   b. Investigations initiated by the written complaint of any person involved in an incident occurring within one (1) year of submission of said complaint, when such person alleges that: (i) a police officer or community service officer used force or discharged a firearm in violation of administrative policy or applicable law, (ii) a police officer or community service officer committed a crime, or (iii) as a result of a police officer's or community service officer's act or failure to act, a person sustained severe injury or death or suffered a civil rights violation; and

   c. Any other investigations as requested by the City Manager or the Chief of Police;

(3) To review any decision of the Chief of Police regarding the merits of any other investigation for which a review has not been conducted by the Board pursuant to Paragraph (2) of this Section, if review is requested in writing by a person involved in the investigated incident and such person alleges police officer or community service officer misconduct occurring within one (1) year of said request;

(4) To reconsider any review previously conducted by the Board if the Board determines that significant new information has become available which previously was not reasonably available to the Board, the complainant or to Police Services;

(5) Upon the request of any other public law enforcement entity operating within the City, to review the internal investigations of such entity if the matter being investigated occurred within the City;

(6) To make annual reports to the City Council and City Manager concerning the activities and recommendations of the Board; and
To perform such functions as are committed to it by other ordinances or resolutions of the City.

The Board, through its review subcommittees, shall conduct its reviews in accordance with the following procedures:

1. *Investigations Involving Use of Deadly Force.*
   a. Except as provided in Paragraph (10) of this Section, within forty-five (45) days of learning of an incident involving police officer or community service officer use of deadly force as specified in Subparagraph (e)(2)a. above, or within forty-five (45) days of its receipt of the written complaint of any person involved in an incident when such person alleges police officer or community service officer misconduct as specified in Subparagraph (e)(2)b. above, occurring within one (1) year of said complaint, Police Services shall conduct an administrative investigation, and forward the investigatory file to the Board for review.

   b. This investigatory period may be extended by Police Services for not more than an additional thirty (30) days upon Police Services' written notice to the Board and the complainant, which notice shall state the reason for the delay. In the event that additional time is needed in which to complete the investigation, the Board may grant such additional time as it deems necessary upon good cause shown.

   c. The review by the Board shall consist of examining the internal investigation file and, in the discretion of the Board, meeting with the complainant, witnesses and/or police investigators. The Board may also request that Police Services further investigate the matter.

   d. The Board shall complete its review within forty-five (45) days of submission of the investigatory file. This review period may be extended by the Board for not more than an additional thirty (30) days upon the Board's written notice to the complainant and Police Services, which notice shall state the reason for the delay.

   e. Upon completion of its review, the Board shall concurrently convey any observations or recommendations regarding the administrative investigation conducted by Police Services, and the findings reached by the investigating and reviewing officer(s), to the City Manager and the Chief of Police.

   f. The review shall be completed and any recommendations conveyed before the Chief of Police makes a decision regarding the merits of the administrative investigation or the complaint. The Chief of Police shall not make a decision regarding the merits of the investigation or the complaint until the Board has had the opportunity to convey the results of its review pursuant to the above time periods.
g. The Chief of Police shall convey in writing their decision regarding the merits of the complaint to the complainant and the Board within thirty (30) days of receipt of the Board's recommendations.

(2) Investigations Not Previously Reviewed.

a. Except as provided in Paragraph (10) of this Section, within forty-five (45) days of its receipt of a written complaint alleging police officer or community service officer misconduct as specified in Paragraph (e)(3) above, occurring within one (1) year of said complaint, made by a person involved in the incident, Police Services shall conduct and complete an administrative investigation, the results of which shall be provided in writing to the complainant in the form of a finding of "not involved," "unfounded," "exonerated," "not sustained" or "sustained."

b. This investigatory period may be extended by Police Services for not more than an additional thirty (30) days upon Police Services' written notice to the complainant, which notice shall state the reason for the delay. In the event that additional time is needed in which to complete the investigation, the Board may grant such additional time as it deems necessary upon good cause shown.

c. The complainant may request that the Board review the findings of Police Services if the complainant files a written request for review at Police Services or the City Manager's Office within fifteen (15) days of the complainant's receipt of the written findings.

d. Upon receipt of a timely request for review, Police Services shall forward the investigatory file to the Board for review. The review by the Board shall consist of examining the internal investigation file and, in the discretion of the Board, meeting with the complainant, witnesses and/or police investigators. The Board may also request that Police Services further investigate the matter.

e. The Board shall complete its review within forty-five (45) days of submission of the investigatory file. This review period may be extended by the Board for not more than an additional thirty (30) days upon the Board's written notice to the complainant and Police Services, which notice shall state the reason for the delay.

f. Upon completion of its review, the Board shall concurrently convey any observations or recommendations regarding the administrative investigation conducted by Police Services, and the findings reached by the investigating and reviewing officer(s), to the City Manager and the Chief of Police.

g. The Chief of Police shall, within thirty (30) days of receipt of the Board's recommendation, affirm or modify the Chief's prior findings, or adopt new
findings, which shall be provided in writing to the complainant and the Board in the form of a finding of "not involved," "unfounded," "exonerated," "not sustained" or "sustained."

(3) **Investigations Requested by City Manager for Chief of Police.**

a. Upon the receipt of a request to review an investigation pursuant to Subparagraph (e)(2)c. above, the Board's review shall consist of examining the internal investigation file and, in the discretion of the Board, meeting with the complainant, witnesses and/or police investigators. The Board may also request that Police Services further investigate the matter.

b. The Board shall complete its review within forty-five (45) days of submission of the investigatory file. This review period may be extended by the Board for not more than an additional thirty (30) days upon the Board's written notice to Police Services, which notice shall state the reason for the delay.

c. Upon completion of its review, the Board shall concurrently convey any observations or recommendations regarding the administrative investigation conducted by Police Services, and the findings reached by the investigating and reviewing officer(s), to the City Manager and the Chief of Police.

(4) **Investigations Conducted by Other Public Law Enforcement Agency.**

a. Upon the receipt of a request to review an investigation pursuant to Paragraph (e)(5) above, the Board's review shall consist of examining the internal investigation file and, in the discretion of the Board, meeting with the complainant, witnesses and/or law enforcement investigators. The Board may also request that the referring law enforcement entity further investigate the matter.

b. The Board shall complete its review within forty-five (45) days of submission of the investigatory file. This review period may be extended by the Board for not more than an additional thirty (30) days upon the Board's written notice to the referring law enforcement entity, which notice shall state the reason for the delay.

c. Upon completion of its review, the Board shall concurrently convey any observations or recommendations regarding the administrative investigation conducted by the referring law enforcement entity, and the findings reached by the investigating and reviewing officer(s), to the City Manager and the referring law enforcement entity.

(5) **Request to Review Previous Board Action Due to Significant New Information.**

a. A request to reconsider any review previously conducted by the Board must contain a detailed written description of the significant new information
which has become available and an explanation as to why such information was not reasonably available to the Board, the complainant or Police Services at the prior review. If the Board agrees to reconsider the review, Police Services shall forward the investigatory file to the Board for review.

b. The review by the Board shall consist of considering the new information, examining the internal investigation file and, in the discretion of the Board, meeting with the complainant, witnesses and/or police investigators. The Board may also request that Police Services further investigate the matter.

c. The Board shall complete its reconsideration within forty-five (45) days of submission of the investigatory file. This reconsideration period may be extended by the Board for not more than an additional thirty (30) days upon the Board's written notice to the complainant and Police Services, which notice shall state the reason for the delay.

d. Upon completion of its review, the Board shall concurrently convey any observations or recommendations regarding the administrative investigation conducted by Police Services, and the findings reached by the investigating and reviewing officer(s), to the City Manager and the Chief of Police.

e. The Chief of Police shall, within thirty (30) days of receipt of the Board's recommendation, affirm or modify the Chief's prior findings, or adopt new findings, which shall be provided in writing to the complainant and the Board in the form of a finding of "not involved," "unfounded," "exonerated," "not sustained," "or sustained."

(6) Complaint Filing Procedure.

a. A complainant may file a written complaint at Police Services, the City Manager's Office or at a Board meeting. Upon receipt of a written complaint at a location other than Police Services, the Board or receiving officer shall forward the complaint to Police Services as soon as reasonably practical.

b. In the event that a complainant is unable to complete any written complaint or request form, the Board, a citizen liaison, the City Manager's Office or Police Services shall, upon the complainant's verbal request, assist the complainant in reducing the complaint or request to writing. However, all complaint or request forms must be signed by the complainant.

(7) Board Member Obligations and Review Procedures.

a. The Board and each of its members shall, to the extent required by law, maintain the confidentiality of all internal investigation files and all information and evidence received which are related to personnel matters of the City or of the referring law enforcement entity.
b. However, the Board shall allow public inspection of its observations and recommendations that are general in nature, that do not directly identify a specific employee and that do not recommend or comment upon discipline to be considered for an employee.

c. Pursuant to § 2-72(b)(2), the review subcommittees shall meet in executive session for the purpose of receiving and considering evidence relating to internal investigations conducted by Police Services unless the police officer(s) or community service officer(s) against whom the complaint is filed request that the matter be considered in open session.

1. If such a request is made, the subcommittee shall determine the extent to which consideration and discussion of evidence will occur in open session.

2. In making this determination, the subcommittee shall consider the extent to which the consideration and discussion will directly concern personnel matters of the officer(s), the need to maintain the confidentiality of information in circumstances where the public dissemination of the information would do substantial injury to the public interest and any other constraints upon public dissemination imposed by law.

d. All other meetings or portions of meetings shall be open to the public at all times, except as authorized by § 2-72(a).

(8) In the event that the Chief of Police is directly involved in the use of deadly force as specified in Subparagraph (e)(2)a. above, or is the subject of a complaint of misconduct as specified in Subparagraph (e)(2)b. or Paragraph (e)(3) above, the City Manager shall fulfill, or shall designate another person to fulfill, the Police Chief's functions as specified in this Section.

(9) In computing any period of time prescribed by this Section, the day of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a City-designated holiday, in which event the period of time runs until the end of the next day which is not a Saturday, a Sunday or a City-designated holiday.

(10) In the event that the actions of police officers or community service officers are being actively reviewed for consideration of criminal prosecution against said officers by the District Attorney's Office or other governmental entity which has the ability to bring criminal charges, Police Services may toll the running of any time limits for the completion of its administrative investigation until said prosecuting entity has announced that it has ceased its active review or made a charging decision, whichever first occurs. If
Police Services determines that such tolling of the time limits should occur, it shall provide written notice to the Board and the complainant of its decision.

(11) Option to Request City Council Independent Investigation.

a. In conducting its review of an investigation pursuant to this Subsection (f), the review subcommittee may request that the City Council exercise its authority under Article 2, Section 5(e) of the City Charter to independently investigate the subject matter of the complaint and to compel by subpoena the attendance and testimony of witnesses and/or the production of any books or documents that the City Council believes may be necessary to fully investigate the matter, and/or to retain an independent investigator to obtain and provide the City Council with such additional investigative information that the City Council may deem necessary or helpful.

b. Such request to the City Council shall be in writing, with notice to the complainant and Police Services, and shall set forth the reasons why such independent investigation is necessary.

c. The request for the independent investigation described in this Subsection shall toll the running of any time limits for the completion of the subcommittee's review from the date of such request until the City Council either denies the request or completes its own investigation of the matter.

Sec. 2-145. Cultural Resources Board.

(a) The City shall have a Cultural Resources Board, hereafter referred to in this Section as the "Board." The Board shall consist of seven (7) members.

(b) The Board shall have the following functions:

(1) To advise and make recommendations to the Director of Cultural Services and Facilities and the City Council as to rules, regulations, policies, administrative and budgetary matters pertaining to the Cultural Services Department's programs, services and facilities and any other cultural facility constructed or operated by the City;

(2) To review proposals for funding from the Cultural Development and Programming Account and the Tourism Programming Account, following established and published guidelines, and to submit recommendations regarding such proposals to the City Council to be approved by the City Council by resolution;

(3) To advise and make recommendations to the City Manager regarding any proposed revisions to the guidelines used by the Cultural Resources Board to make the funding recommendations referred to in Paragraph (2) above; and
(4) To assist, advise and make recommendations to the Director of Cultural Services and Facilities and the City Council on arts and culture related matters and regarding opportunities to promote awareness, understanding, and appreciation for, the value of cultural resources in the community.

Sec. 2-146. Human Services and Housing Funding Board.

(a) The City shall have a Human Services and Housing Funding Board, previously known as the Community Development Block Grant Commission, hereafter referred to in this Section as the "Board." The Board shall consist of nine (9) members. The Board membership shall include persons of low and moderate income.

(b) The duties and functions of the Board shall be:

1. To advise the City Council and City Staff on matters pertaining to the Department of Housing and Urban Development's Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) Programs;

2. To advise the City Council and City staff on all matters pertaining to human services issues of concern to the City;

3. To assess the community development needs of low- and moderate-income individuals and families and suggest programs to meet those needs; and

4. To provide recommendations to the City Council and City staff concerning the expenditure of federal and City funds for human services and affordable housing, including CDBG and HOME funds received from the Department of Housing and Urban Development, and City Human Service Program and Affordable Housing Fund moneys, taking into consideration the City’s Strategic Plan objectives.

(c) In place of the requirements set forth in §2-81, the Board shall comply with the requirements of this subsection. On or before October 31 of each year, the Board shall file a report with the City Clerk setting forth the activities of the Board for the previous CDBG fiscal year. On or before August 31 of each year, the Board shall file a work plan with the City Clerk for the following CDBG fiscal year.

Secs. 2-147 - 2-169. Reserved.

Division 4
Quasi-Judicial Commissions

Sec. 2-170. Purpose of quasi-judicial commissions.

Quasi-judicial commissions are non-judicial bodies that use formal procedures to objectively determine facts, interpret the law, and draw conclusions to provide the basis of an official action. Decisions of quasi-judicial commissions are subject to appeal to the City Council or the courts.
Sec. 2-171. Membership.

Except as otherwise expressly provided, all quasi-judicial commissions shall consist of either seven (7) or nine (9) members. All members shall be appointed for a term of four (4) years. No member shall serve more than two (2) consecutive terms. For the purposes of this provision, a "term" shall include the balance of an unexpired term served by a person appointed to fill a vacancy if such unexpired term exceeds twelve (12) months.

Sec. 2-172. Rules of Procedure.

Each quasi-judicial commission may adopt rules of procedure for hearings, which must be consistent with the Charter, the Code, and other policies that may be established by the City Council and shall be submitted to the City Attorney’s Office for review prior to adoption. Immediately after adoption the commission shall file a copy of the rules of procedure with the City Clerk for the use of the City Council, and the same may be subject to the approval of the City Council.

Sec. 2-173. Building Review Commission.

(a) The City shall have a Building Review Commission, hereafter referred to in this Section as the "Commission." The Commission shall consist of seven (7) members. Three (3) of the Commission members shall be qualified by experience and/or training to knowledgeably consider technical matters related to building construction.

(b) The Commission shall have the following functions:

(1) To determine the suitability of alternate materials or alternate methods of construction, provide for reasonable interpretations of the provisions of the City building code, City mechanical code, City plumbing code, City electrical code and City fire code, and hear all appeals made to it related to such codes;

(2) To hear all requests for variances from the requirements of Article 5, Title 9, C.R.S., which establishes standards and specifications governing the accessibility of buildings and facilities within the City to the physically handicapped;

(3) To hear all matters related to the suspension or revocation of any supervisor certificate or license or registration of any plumber or electrician as provided in the Code;

(4) To, upon appeal in specific cases, grant variances from the terms of Chapter 15, Article V, where the peculiar or exceptional practical difficulties to or exceptional or undue hardship upon the person regulated, or when the applicant can demonstrate to the satisfaction of the Commission that the applicant possesses other qualifications not specifically listed in Chapter 15, Article V, such as specialized training, education or additional experience, which the Commission has determined qualifies the applicant to perform in a competent manner any construction authorized under the license or
certificate sought, provided that such relief may be granted without substantial detriment to the public good and without substantially impairing the intent and purposes of said Article;

(5) To serve as the Board of Appeals as required under § 111 of the International Property Maintenance Code as adopted by the City and "Housing Standards" contained in Chapter 5, Article VI, Division 2 of the Code; and

(6) To advise the City Council on policy matters pertaining to the construction of buildings and the licensing of contractors and the certification of supervisors for all aspects of the construction of buildings.

Sec. 2-174. Historic Preservation Commission.

(a) The City shall have a Historic Preservation Commission, previously known as the Landmark Preservation Commission, and hereafter referred to in this Section as the "Commission. The Commission shall consist of nine (9) members. At least four (4) commission members shall be professionals in preservation related disciplines, including, but not limited to, architecture, architectural history, archaeology, history, urban planning, American studies, American civilization, cultural geography or cultural anthropology. In making appointments to the Commission, the City Council shall also give due consideration to maintaining a balance of interests and skills in the composition of the Commission and to the individual qualifications of the candidates, including, but not limited to, their training, experience, knowledge or interest in any one (1) or more of the fields of architecture, landscape architecture, architectural history, structural engineering, general contracting, urban planning and commerce.

(b) The Commission shall perform all duties relating to preservation of historic landmarks as set out in Chapter 14 of this Code, including the designation of sites, structures, objects or districts as landmarks and the review and approval or rejection of plans for the construction, alteration, demolition or relocation of any such site, structure, object or district. Decisions of the Commission are final unless appealed to the City Council.

(c) The Commission shall also have the following additional functions:

(1) To promote awareness and understanding of, and appreciation for, the value of historic resource preservation in contributing to the quality of life in the City and actively encourage property owners to voluntarily designate their properties as historic landmarks;

(2) To advise the City Council and City staff with regard to the identification and evaluation of historic resources within the Growth Management Area and provide information regarding the significance of the resources, the nature and degree of threat to their preservation and methods for their protection;

(3) To advise the City Council and City staff with regard to appropriate policies, incentives and regulations for encouraging and/or requiring preservation and rehabilitation of historic resources;
(4) To coordinate with the various other City boards, commissions and City staff members whose actions may affect the preservation of historic resources in the community;

(5) To establish a committee of its members to provide advice and, if required under § 2.10.2(H) of the Land Use Code, written recommendations to the owners of eligible historic properties, and of properties located near eligible historic properties, regarding historically appropriate design and site planning for additions, alterations and new construction in the City; provided, however, that any members of such committee who provide such advice or recommendations to property owners under this provision shall refrain from participating in any subsequent decisions of the Commission related to such properties; and

(6) To provide advice and written recommendations to the appropriate decision maker and/or administrative body regarding plans for properties containing or adjacent to sites, structures, objects or districts that: (a) have been determined to be individually eligible for local landmark designation or for individual listing in the State or National Registers of Historic Places; (b) are officially designated as a local or state landmark or are listed on the National Register of Historic Places; or (c) are located within an officially designated historic district or area.

(d) In order to better perform the foregoing functions and to coordinate the activities of the Commission with similar activities of other public and private agencies, members of the Commission may be appointed, by majority vote of the Commission, to serve as City representatives on the board of directors of the Historic Fort Collins Development Corporation, the Poudre Landmark Foundation or such other privately funded nonprofit corporations as the Commission may approve that are organized for the primary purpose of furthering the preservation of the community's historic resources.

Sec. 2-175. Human Relations Commission.

(a) The City shall have a Human Relations Commission, hereafter referred to in this Section as the "Commission." The Commission shall consist of nine (9) members.

(b) The Commission shall have the following functions:

(1) To promote positive interaction among all City residents and to discourage all forms of discrimination based upon the diversified values and individual differences of such residents by:

a. Developing and promoting educational programs and activities that advocate awareness and respect for diversity;
b. Cooperating with and providing leadership and support for other groups interested in promoting value and respect for diversity and positive intergroup relations;

c. Educating City residents about existing local, state and federal laws dealing with discrimination and diversity;

d. Reviewing proposed legislation, policy changes or other governmental action at the federal, state or local level which may affect human rights in the City and making recommendations to the City Council regarding the same; and

e. Recommending to the City Council such actions as may be necessary or advisable to achieve:

   1. Equal employment opportunities for all persons;
   2. Equal housing opportunities for all persons;
   3. Equal public accommodation opportunities for all persons; and
   4. Positive community relations in all fields of governmental endeavor;

(2) To assist residents of the City in utilizing the complaint procedure under Chapter 13, Article II of the Code and to hear appeals from decisions of the City Manager as provided in Subsection 13-23(b) of the Code; provided, however, that any members of the Commission who have rendered assistance to particular complainants shall refrain from participating in the Commission's review of any decisions of the City Manager related to such complainants; and

(3) To facilitate the review of citizen complaints concerning the actions of City police officers or community service officers by:

   a. Designating volunteers from the public or from the Commission's own membership to assist individual citizens who wish to file such complaints;
   b. Assisting citizens who have language barriers in the completion of complaint forms;
   c. Soliciting assistance from other social agencies in notifying the public about the complaint process; and
   d. Communicating with other similar Commissions in order to share experiences and become more sensitive to potential problems; and
(4) To make periodic reports to the City Council concerning the activities and recommendations of the Commission.

Sec. 2-176. Planning and Zoning Commission.

(a) The City shall have a Planning and Zoning Commission, hereafter referred to in this Section as the "Commission." The Commission shall consist of seven (7) members.

(b) The Commission shall have the following functions:

(1) To advise the City Council on zoning, subdivision, annexations, major public and private projects and long-range planning;

(2) To exercise the authority vested in it by state planning and zoning laws subject to the provisions of this Section and the following additional provisions and limitations:

   a. All references in Title 31, Article 23, Part 2, C.R.S., to the adoption of the master/comprehensive plan by a "planning commission" shall not apply to the Commission, and the function of the Commission with respect to the adoption of a master/comprehensive plan for the City shall be to advise and make recommendations to the City Council regarding the adoption of the same;

   b. Notwithstanding any provision to the contrary in Section 31-23-214, C.R.S., or in Title 31, Article 23, Part 2, to the effect that a planning commission has the power to adopt regulations governing the subdivision of land in the City, all such regulations governing the subdivision of land shall be adopted by the City Council as required pursuant to Article II, Section 6 of the Charter;

   c. The procedures for development review within the City shall be as established in the Land Use Code or, if applicable, the Transitional Land Use Regulations. Accordingly, Section 31-23-215, C.R.S., shall have no force or effect in the City; and

   d. To the extent that any provision contained in Title 31, Article 23, C.R.S. conflicts, either expressly or implicitly, directly or indirectly, with any law or regulation enacted by the City, the law or regulation of the City shall control;

(3) To cooperate with school, county and any other planning and zoning commission and with the approval of the City Council to enter into agreements to promote uniform planning and zoning within and without the City; and

(4) To take final action to approve, disapprove or approve with conditions planning items in accordance with this Code and Charter subject to the appeal procedures contained in Article II, Division 3 of this Chapter. In taking such final action, the Commission shall have the authority to accept the dedication of streets, easements and other rights-of-way as laid out on plats presented to the Commission for approval or as
otherwise described in deeds of dedication, whether on or off the site of a specific planning item, provided that such dedication is necessitated by reason of the approval of such planning item. The Commission shall also have the authority to vacate easements and other rights-of-way, but not to include streets and alleys, by resolution or by approval of replats containing notation of such vacation.

Sec. 2-177. Land Use Review Commission.

(a) The City shall have a Land Use Review Commission, formerly known as the Zoning Board of Appeals, hereafter referred to in this Section as the "Commission." The Commission shall consist of seven (7) members.

(b) The Commission shall have the following powers and duties:

(1) To hear and decide appeals from and review any order, requirement, decision or determination made by an administrative official charged with enforcement of the regulations established by the Land Use Code or, if applicable, Articles I through IV of the Transitional Land Use Regulations in accordance with the provisions of Division 2.10 of the Land Use Code; and

(2) To authorize upon appeal in specific cases, and in accordance with the provisions of Division 2.9 of the Land Use Code, variances from the terms of Articles 3 and 4 of the Land Use Code or, if applicable, Chapter 29, Articles I through IV of the Transitional Land Use Regulations.

Sec. 2-178. Water Commission.

(a) The City shall have a Water Commission, hereafter referred to in this Section as the "Commission." The Commission shall consist of nine (9) members.

(b) The County Board of Commissioners may appoint a representative of the County's Public Works Department to serve as an ex officio member to act as liaison to the Commission, who shall represent the County in coordination by the City and County of stormwater management matters. Such ex officio member shall not have voting privileges on matters coming before the Commission, and may be excluded from any executive session of the Commission. Such ex officio member shall serve for an indefinite duration; however, such appointment may be terminated by action of the City Council or the County Board of Commissioners, or upon resignation of the member.

(c) The general purposes of the Commission shall be to advise the City Council in matters pertaining to water, wastewater and stormwater utility policy issues and to act as a quasi-judicial body relating to certain matters. The Commission shall have the following functions:

(1) To advise the City Council regarding water rights planning, acquisition and management; service and development fees; water rental rates; annual budgets; service area delineation; master planning; development and design criteria; water conservation;
public information and education; drought emergency; regulatory issues; water quality issues; and local, state and federal legislation;

(2) To act as a quasi-judicial body relating to floodplain regulation variances, stormwater fee disputes, and storm drainage design criteria variances;

(3) To provide advice and citizen input regarding proposed policies and actions affecting the customers of the water, wastewater and stormwater utilities;

(4) To advise the City Council regarding other water-related policy issues pertaining to environmental and recreational uses of water, regional and state water issues and projects and obligations to Fort Collins citizens outside of the water utility service area;

(5) To make recommendations to the City Council concerning stormwater facilities in the City, including the appropriate division of the City into separate drainage basins. These basins shall separately fund the stormwater facilities to be installed to serve each basin. The Commission shall recommend the facilities needed for each basin to provide adequate stormwater drainage in the basin. Such recommendations shall include the following for each drainage basin:

   a. The facilities to be installed;

   b. The time and schedule for installation of facilities;

   c. The method of assessing costs of facilities to be installed against property in the basin; and

   d. The portion of the cost of facilities to be funded by the property in the basin and the portion, if any, of such cost which should be paid by the City as a whole;

Before making a recommendation for any stormwater project, the Commission shall analyze the project and compare the total benefits to be achieved with the anticipated cost of the project. Projects shall be recommended if the analysis indicates that the total benefits are greater than the cost of the project;

(6) To review and make recommendations to the City Council on a master drainage plan to be developed for stormwater facilities by the City administration, with such recommendations to include proposed methods of funding any master drainage plan as finally approved;

(7) To consider all variances and appeals from the application of the provisions of the provisions of Chapter 10 of this Code, Flood Prevention and Protection;

(8) To hear the petition of any owner or owners of property in the City who dispute the amount of the stormwater utility fee or stormwater basin fee made against such
owner's property or who dispute any determination made by or on behalf of the City pursuant to and by authority of Chapter 26, Article VII of this Code and shall make such revision or modification of such charge or determination as it shall deem appropriate in accordance with § 26-520;

(9) To make recommendations to City Council regarding policy or technical matters related to stormwater management. The Commission shall make comments on policy items prepared by other City departments; and

(10) To hear the petition of any owner or owners of property in the City who dispute or seek a variance in the City’s "Storm Drainage Design Criteria and Construction Standards."

(d) Final decisions of the Commission under Subsections (c)(7), (c)(8) and (c)(10) shall be subject to the right of appeal to the City Council as set forth in § 2-46 et seq.

Secs. 2-179 - 2-209. - Reserved.

Introduced, considered favorably on first reading, and ordered published this 16th day of March, A.D. 2021, and to be presented for final passage on the 20th day of April, A.D. 2021.

______________________________
Mayor

ATTEST:

______________________________
City Clerk

Passed and adopted on final reading on this 20th day of April, A.D. 2021.

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Mayor

ATTEST:

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City Clerk