Regular Meeting  
May 19, 2020

PUBLIC PARTICIPATION FOR COUNCIL MEETINGS  
View Meeting Agenda

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

- Live via the Zoom online meeting,
- Live via the telephone,
- Live in Council Chambers,
- By submitting emails to Council at cityleaders.com.

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

PUBLIC PARTICIPATION (ONLINE):

Individuals who wish to address Council via remote public participation can do so through Zoom at https://tinyurl.com/councilmeeting05192020. The link and instructions are also posted at www.fcgov.com/councilcomments. Individuals participating in the Zoom session should also 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.
  - You can find 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.
- Please remember to not watch/stream FCTV at the same time due to delays and possible feedback issues.
PUBLIC PARTICIPATION (PHONE OPTION):
- Dial public participation phone number, 1-346-248-7799.
- Enter the Meeting ID for the May 19 meeting: 946 7606 1061 followed by the pound sign (#).
  - You can also find this information for participating by phone on the City's home webpage by clicking on the "Remote Public Participation Instructions" link shown near the top of the page.
- 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. Once you join the meeting:
- DO NOT Watch/stream FCTV at the same time due to streaming delay and possible audio interference.

PUBLIC PARTICIPATION (IN PERSON):
To participate in person, individuals should come to City Hall and be prepared to follow strict social distancing, sanitizer and facial covering guidelines.
- No more than 10 individuals will be allowed in Council Chambers. Therefore, staging for individuals who wish to speak will occur in the City Hall lobby and outside (weather permitting).
- Only one speaker at a time will be allowed to enter Council Chambers.
- Individuals will be required to wear masks while inside City Hall and any other City buildings being utilized.
- Once a speaker has provided comments, he or she will be asked to leave Council Chambers to make room for the next speaker.

PUBLIC PARTICIPATION (VIA EMAIL):
Individuals not comfortable or able to access the Zoom platform or able to participate by phone are encouraged to participate by emailing general public comments you may have 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.

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.

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.

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

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

The City of Fort Collins will make reasonable accommodations for access to City services, programs, and activities and will make special communication arrangements for persons with disabilities. Please call 221-6515 (V/TDD: Dial 711 for Relay Colorado) for assistance.
Proclamations and Presentations
5:45 p.m.

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

A. Proclamation Declaring May 2020 as Building Safety Month.
B. Proclamation Declaring May 20, 2020 as Class of 2020 Graduation Day.

Regular Meeting
6:00 p.m.

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

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

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

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

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

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

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

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

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

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

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

1. Consideration and Approval of the Minutes from the April 21, 2020 Regular Council Meeting and the April 28, 2020 Adjourned Council Meeting.

The purpose of this item is to approve the minutes from the April 21, 2020, Regular Council meeting and the April 28, 2020, Adjourned Council meeting.

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

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

This item meets the following COVID-19 emergency priorities for being on the Council agenda:

- This item is on Second Reading.
- This item is required to comply with federal or state legal or other requirements.

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

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

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

This item meets the following COVID-19 emergency priorities for being on the Council agenda:

- This item is on Second Reading.
- This item is required to comply with federal or state legal or other requirements.

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

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

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

This item meets the following COVID-19 emergency priorities for being on the Council agenda:

- This item is on Second Reading.
- This item is required to comply with federal or state legal or other requirements.

This Ordinance, unanimously adopted on First Reading on February 4, 2020, zones the property included in the second of three sequential annexations, known as the Timberline-International Annexation No. 2. Timberline-International Annexation No. 2 is located northeast of the North Timberline Road and International Boulevard intersection. The proposed zoning for this annexation is Industrial (I). The surrounding properties are existing industrial land uses currently zoned I-Industrial Zoning District (in Larimer County) to the north, south and west. The abutting City limit to the east is zoned Low Density Mixed-Use Neighborhood (L-M-N) and consists of North Timberline Road right-of-way. Staff also recommends placement into the Residential Neighborhood Sign District.

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

This item is a quasi-judicial matter and if it is considered on the discussion agenda it will be considered in accordance with the procedures described in Section 1(d) of the Council’s Rules of Meeting Procedures adopted in Resolution 2019-064.
This item meets the following COVID-19 emergency priorities for being on the Council agenda:

- This item is on Second Reading.
- This item is required to comply with federal or state legal or other requirements.

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

6. **Postponement of Second Reading of Ordinance No. 044, 2020, Updating the Harmony Corridor Plan for the Gateway Area and the Harmony Corridor Standards and Guidelines to June 16, 2020.**

Given the anticipated length of the Hughes Stadium Site Second Reading item, the continued high level of community interest in the Harmony Corridor Plan amendments and potential for considerable Council hearing discussion, staff is requesting that the item be considered at the June 16th hearing. Impacted property owners have indicated that they have no objection to the item being moved to June 16, 2020.

This Ordinance, adopted on First Reading on March 3, 2020, by a vote of 4-2 (Nays: Summers, Troxell; Gorgol absent) amends the Harmony Corridor Plan and the Harmony Corridor Standards and Guidelines by adopting revised Plan polices, standards and guidelines pertaining to the “gateway” area located west of I-25.

7. **Second Reading of Ordinance No. 065, 2020, Appropriating Unanticipated Revenue in the Community Development Block Grant Fund for COVID-19 Response and Recovery.**

This item meets the following priorities for items to be considered by Council during the COVID-19 emergency: (1) urgent items specifically related to COVID-19 activities that are critical in nature and must receive Council consideration as soon as possible; (6) items that relate to funding, operation and business activities that the City must continue despite the current crisis; and (7) items that are required to comply with federal or state legal or other requirements.

This Ordinance, unanimously adopted on First Reading on May 5, 2020, appropriates unanticipated Community Development Block Grant (CDBG) funding in the amount of $649,203 from the Department of Housing and Urban Development (HUD) to be used for COVID-19 response and recovery.

8. **Second Reading of Ordinance No. 066, 2020, Appropriating Prior Year Reserves and Authorizing the Transfer of Previously Appropriated Funds in the Light and Power Fund for the 700 Wood Street Remodel Project and Related Art in Public Places.**

This item meets the following COVID-19 emergency priorities for being on the Council agenda:

- Priority 5 - Items that must move forward based on a council-directed timeline, i.e., completion of a pilot project or the end of a moratorium.
- Priority 6 - Items that relate to funding, operation and business activities that the City must continue despite of the current crisis.

This Ordinance, unanimously adopted on First Reading on May 5, 2020, appropriates funds necessary for completion of the joint control room and associated 700 Wood Street remodel project for Fort Collins Connexion and Electric Utility/Light & Power (L&P) operations. L&P is requesting an appropriation of $900,000 from uncommitted reserves, which has been included in the Utilities'
financial rate strategy and 2019 Capital Improvement Plan. Since this appropriation request is for the purpose of capital construction, City Code also requires a $9,000 contribution (1% of the amount being appropriated) to the Art in Public Places program. This amount is also being requested from uncommitted L&P reserves, bringing the total use of L&P reserves in this request to $909,000. In addition to the appropriation from available reserves, L&P is requesting a transfer of $770,000 in funds previously appropriated for the Substation capital parent account to obtain the remaining funds for the 700 Wood Street remodel project. Council Finance Committee considered and supported this approach on April 20, 2020.

9. **Second Reading of Ordinance No. 067, 2020 Suspending for Fiscal Years 2021 and 2022 the Biennial Budget Term Required by City Code Section 8-1 and Approving the Temporary Revision of the City’s Budgeting Process for the 2021 and 2022 Budgets.**

This item meets the following COVID-19 emergency priorities for being on the Council agenda:

- Priority 2 - Emergency-related items that are not as urgent but need Council consideration.

This Ordinance, unanimously adopted on First Reading on May 5, 2020, modifies the City's biennial budgeting process due to the current unknowns of the depth and duration of the COVID-19 Pandemic and impacts to the local economy and City revenue streams.

10. **Second Reading of Ordinance No. 068, 2020, Designating the Brown-Gooding Property, 425 Mathews Street, Fort Collins, Colorado, as a Fort Collins Landmark Pursuant to Chapter 14 of the Code of the City of Fort Collins.**

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

This item meets the following COVID-19 emergency priorities for being on the Council agenda:

- Priority 6 - Items that relate to funding, operation and business activities that the City must continue despite the current crisis.

This Ordinance, unanimously adopted on First Reading on May 5, 2020, designates the Brown Gooding Property located at 425 Mathews Street as a Fort Collins Landmark. The owners of this property, Sarah Breseke and Wouter Montfrooij, have a pending Landmark Rehabilitation Loan for which funds have been requested and obligated but cannot be released without the Landmark designation in place. The single-family residence and garage are eligible for recognition as a Landmark due to their significance to Fort Collins under Designation Standard 3, Design/Construction and their historic integrity.

11. **Second Reading of Ordinance No. 069, 2020, Designating the Horsley/Delta Zeta Property, 201 East Elizabeth Street, Fort Collins, Colorado, as a Fort Collins Landmark Pursuant to Chapter 14 of the Code of the City of Fort Collins.**

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

This item meets the following COVID-19 emergency priorities for being on the Council agenda:

- Priority 6 - Items that relate to funding, operation and business activities that the City must continue despite the current crisis.

This Ordinance, unanimously adopted on First Reading on May 5, 2020 designates the Horsley/Delta Zeta Property, 201 East Elizabeth Street, as a Fort Collins Landmark. The owner of this property, Stephanie Walter, has a pending Landmark Rehabilitation Loan for which funds have
been requested and obligated but cannot be released without the Landmark designation in place. The property is eligible for recognition as a Landmark due to its significance to Fort Collins under Designation Standards 1. Events, and 3. Design/Construction and its historic integrity.

12. **Items Relating to the College Avenue/Trilby Road Intersection Improvements Project.**

A. Resolution 2020-046 Approving the Intergovernmental Agreement with the Colorado Department of Transportation for Road Intersection Improvements - College Avenue-Trilby Road.

B. First Reading of Ordinance No. 071, 2020, Making Supplemental Appropriations for the College Avenue-Trilby Road Intersection Improvements Project.

This item meets the following COVID-19 emergency priorities for being on the Council agenda:

- **Priority 6** - Items that relate to funding, operation and business activities that the city must continue despite the current crisis;
- **Priority 7** - Items that are required to comply with federal or state legal or other requirements.

The purpose of this item is to authorize the Mayor to sign an intergovernmental agreement (IGA) between the City and the Colorado Department of Transportation (CDOT) to accept previously awarded federal grants needed for the design, right-of-way acquisition and construction of necessary improvements to the College Avenue and Trilby Road intersection. Ordinance No. 071, 2020 will appropriate the following state and federal funded grants:

- Highway Safety Improvement Program (HSIP) for safety related improvements ($2,250,000)
- Congestion, Mitigation and Air Quality Improvements (CMAQ) program ($387,371)
- Funding Advancements for Surface Transportation & Economic Recovery (FASTER) ($1,500,000)

13. **First Reading of Ordinance No. 072, 2020, Relating to the Extraction of Hemp within Dwellings.**

This item meets the following COVID-19 emergency priority for being on the Council agenda:

- **Priority 7** - Items that are required to comply with federal or state legal or other requirements.

This item is required in order to comply with state law allowing the cultivation, extraction, processing, and manufacturing of industrial hemp and industrial hemp products, and the Uniform Fire Code which permits and regulates the extraction of hemp.

The purpose of this item is to amend Article XII, Chapter 12 of the City Code as it relates to the extraction of industrial hemp to clarify that the prohibition on the use of inherently hazardous substances in the extraction process only applies to dwellings, not to commercial businesses.

14. **Emergency Ordinance No. 073, 2020 Approving Emergency Rules and Regulations Enacted by the City Manager Pursuant to the Local COVID-19 Emergency.**

The purpose of this item is to approve emergency rules and regulations enacted by the City Manager in response to the COVID-19 emergency. Section 2-671(a)(6)(a) of the City Code provides that emergency rules and regulations must be confirmed at the earliest practical time by the Council. This Emergency Ordinance seeks Council’s approval and ratification of all the emergency measures that have been enacted to date. Adoption by ordinance will ensure that each of the regulations is enforceable to the fullest extent of the law.
15. **First Reading of Ordinance No. 074, 2020, Authorizing the Conveyance of a Permanent Waterline Easement and a Temporary Construction Easement on Maxwell Natural Area to the Fort Collins Loveland Water District.**

This item meets the following COVID-19 emergency priorities for being on the Council agenda:

- Priority 4 - Items that are substantially complete, have completed significant public process, and are ready for Council consideration.

The purpose of this item is to authorize the conveyance of a permanent waterline easement and a temporary construction easement to the Fort Collins Loveland Water District (FCLWD) on Maxwell Natural Area. The proposed easement area will traverse Maxwell Natural Area over a new alignment and vacate in-place a portion of the original waterline alignment presently held by FCLWD on the east side of the natural area. Replacing the existing failing waterline is crucial for water service to residents supplied by the waterline.

16. **Resolution 2020-047 Approving the First Amendment to November 5, 2019, Intergovernmental Agreement with Larimer County, for Taft Hill Road Improvements – Horsetooth to Harmony Project.**

This item meets the following COVID-19 emergency priorities for being on the Council agenda:

- Priority 6 - Items related to funding, operation, and business activities that the City must continue despite the current crisis.
- Priority 7 - Items required to comply with federal or state legal or other requirements.

The Taft Hill Improvements Project - Horsetooth to Harmony (Project) is funded with Larimer County (County) Regional Transportation Capital Expansion Fee (Regional TCEF) funds and federal Surface Transportation Block Grant (STBG) funds. The existing intergovernmental agreement (IGA) with the County allows the County to provide the Regional TCEF funds to the City.

The purpose of this item is to clarify that the County will purchase right-of-way associated with the Project and enable the City to reimburse the County for costs associated with right-of-way acquisition. This item will authorize the Mayor to sign an IGA amendment (Amendment) for the IGA that was previously signed by the Mayor as part of Resolution 2020-001. Right-of-way acquisition will support the Project which will improve Taft Hill Road from Horsetooth Road to Brixton Road (south of Harmony Road). The City will be reimbursing the County for applicable expenses using County Regional TCEF and STBG funds.

Amending the IGA is critical to keeping the Project on schedule. It will allow early involvement of right-of-way acquisition agents through the County.

17. **Resolution 2020-048 Reappointing Teresa Ablao as an Assistant Municipal Judge of the Fort Collins Municipal Court and Authorizing the Execution of an Employment Agreement.**

Consideration of this item is necessary at this time because the current appointment of Assistant Judge Ablao expires June 30, 2020, prior to the retirement of Chief Judge Lane.

The purpose of this item is to reappoint Teresa Ablao as the Assistant Municipal Judge for the Fort Collins Municipal Court. The City Charter provides for the appointment of Assistant Municipal Judges to serve in the absence of the Chief Judge. Teresa Ablao has served in this capacity since mid-2012. Chief Judge Kathleen M. Lane recommends that Ms. Ablao be reappointed as one of the Assistant Municipal Judges. Judge Ablao’s experience and familiarity with the Court will be a great resource for the new Chief Judge.

**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. COVID-19 Update - Jim Byrne

• COUNCILMEMBER REPORTS

• CONSIDERATION OF COUNCIL-PULLED CONSENT ITEMS

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<thead>
<tr>
<th>Discussion Items</th>
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<td>The method of debate for discussion items is as follows:</td>
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<td>• Mayor introduces the item number, and subject; asks if formal presentation will be made by staff</td>
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<tr>
<td>• Staff presentation (optional)</td>
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<tr>
<td>• Mayor requests citizen comment on the item (three minute limit for each citizen)</td>
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<td>• Council questions of staff on the item</td>
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<td>• Council motion on the item</td>
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<tr>
<td>• Council discussion</td>
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<tr>
<td>• Final Council comments</td>
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<td>• Council vote on the item</td>
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Note: Time limits for individual agenda items may be revised, at the discretion of the Mayor, to ensure all citizens have an opportunity to speak. Please sign in at the table in the back of the room. The timer will buzz when there are 30 seconds left and the light will turn yellow. It will buzz again at the end of the speaker's time.

18. Public Hearing and Second Reading of Ordinance No. 138, 2019, Amending the Zoning Map of the City of Fort Collins by Changing the Zoning Classification for that Certain Property Known as the Hughes Stadium Site Rezoning and Approving Corresponding Changes to the Residential Neighborhood Sign District Map. (staff: Cameron Gloss, Tom Leeson; 5 minute presentation; 90 minute discussion)

This item meets the following COVID-19 emergency priorities for being on the Council agenda:

• Priority 3 - Second Reading Ordinances.
• Priority 4 - Items that are substantially complete, have completed significant public process, and are ready for Council consideration. These items are being brought forward to help ensure that work does not have to be redone and can continue to move forward.

This Ordinance, adopted on First Reading on November 5, 2019, by a vote of 4-3 (Nays: Cunniff, Gutowsky, Pignataro), rezones 164.55 acres located on the west side of Overland Trail and north of CR32, with one condition, and to place the property into the Residential Sign District. Council initiated the rezoning on July 16, 2019 and directed staff to prepare a rezoning application and make a recommendation regarding the appropriate zoning. The site is currently zoned Transition (T) and staff recommends placement into the Residential Foothills (RF) and Low-Density Mixed-Use Neighborhood (LMN) zone districts. A recommended condition of the rezone requires that future development in the portion zoned Residential Foothills district meet the requirements of a Cluster Plan pursuant to Land Use Code Section 4.3(E)(2). The request places the property into the Residential Sign District. The Planning and Zoning Board on a 4-2 vote recommended that Council not adopt the staff-proposed zoning and instead zone the property entirely Residential Foothills.
Second Reading hearing procedure:

- Announcement of item
- Consideration of any procedural issues
- Additional City staff presentation, if any, regarding the rezoning application
- Additional property owner presentation, if any, regarding the rezoning application
- Public testimony
- City staff and property owner rebuttal testimony
- Councilmember questions of staff, the property owner, and members of the public that provided comments
- Council decision

Any member of the public, including the property owner of the property being considered for rezoning, who wishes to provide materials to Council for consideration in relation to this item must provide such information to the City Clerk no later than noon on May 19 as required pursuant to Section 3.g.(2) of the Amended Rules of Procedure Governing the Conduct of City Council Meetings and Council Work Sessions.

19. Items Relating to the Appointment, Salary, Oath of Office and Employment Contract of the Chief Judge. (staff: Teresa Roche; 5 minute presentation; 15 minute discussion)

A. Resolution 2020-049 Appointing Jill Hueser as Chief Judge, Approving the Chief Judge's Employment Agreement and Direction Regarding Administration of Oath of Office for the Chief Judge.

B. First Reading of Ordinance No. 075, 2020, Amending Section 2-606 of the Code of the City of Fort Collins and Setting the Salary of the Chief Judge.

This item meets the following COVID-19 emergency priorities for being on the Council agenda:

1. Priority 5 - Items that must move forward based on a Council directed timeline, i.e., completion of a pilot project or the end of a moratorium.
2. Priority 6 - Items that relate to funding, operation and business activities that the City must continue despite of the current crisis.

The purpose of the Resolution is to appoint Jill Hueser as the new Chief Judge effective July 6, 2020, and to approve the employment agreement of the Chief Judge. Another purpose is to direct the City Clerk to administer the Chief Judge oath of office to Jill Hueser on July 6, 2020. The Ordinance sets the salary of the Chief Judge effective July 6, 2020.

20. Resolution 2020-050 Approving a Development Agreement to Secure Public Benefits for Development of the Northfield Metropolitan District Development Agreement. (staff: Josh Birks, Rachel Rogers; 5 minute staff presentation, 15 minute discussion)

This item meets the following COVID-19 emergency priorities for being on the Council agenda:

- Priority 4 - Items that are substantially complete, has completed significant public process, and is ready for Council consideration. This item is being brought forward to help ensure that work does not have to be redone and can continue to move forward.

This item is vital to secure necessary project financing and is also related to Council’s previous action of approving a metropolitan district service plan to be used in this project to help fund certain public benefits, i.e., much-needed affordable and attainable housing. The project will also provide additional economic benefits of construction employment and significant permit fee revenue to the City. These benefits are material, especially in the midst of the pending economic slowdown as a result of the COVID-19 pandemic.
The purpose of this item is to consider Resolution 2020-050, which will approve the Agreement to Secure Public Benefits for the Northfield Development (attached as Exhibit A to the Resolution) (Public Benefits Agreement). The Agreement is contemplated in the Consolidated Service Plan for Northfield Metropolitan Districts Nos. 1-3, approved by City Council on October 1, 2019. Staff has completed its review of the Public Benefits Agreement to ensure it conforms to the service plan that was approved by Council.

21. First Reading of Ordinance No. 076, 2020, Appropriating Prior Year Reserves in the Light and Power Fund, the Water Fund, the Wastewater Fund, and the Stormwater Fund, and Authorizing the Transfer of Previously Appropriated Funds in the Broadband Fund for the Utilities Customer Information and Billing System Project. (staff: Lisa Rosintoski, Kevin Wilkins, Colman Keane; 10 minute presentation; 30 minute discussion)

This item meets the following COVID-19 emergency priorities for being on the Council agenda:

- Priority 6 - Items that relate to funding, operation and business activities that the City must continue despite of the current crisis

The purpose of this item is to appropriate an additional $950,000 to purchase a Customer Information System with an Operational Support System (CIS/OSS) for electric, water, wastewater, stormwater and broadband billing services, replacing the legacy billing system. The CIS/OSS is the billing system that will collect revenues for utility and broadband services, serving as the accounting ledger for Utilities revenue, which currently generates over $212 million in annual total revenue through an average of 84,400 monthly utility bills and service requests for residential and commercial customers.

The City signed a Master Professional Services Agreement (MPSA) and Software License Agreement with Open International LLC (Open) in August 2018 to implement Open SmartFlex (OSF). The CIS/OSS will be the system interface customers rely on for accurate utility and broadband billing that includes a robust customer self-service web-portal interface for utility and broadband services that will assist customers towards understanding utility usage and costs in order to make energy and water conservation/efficiency investments, as well as Connexion product offerings.

Multiple factors have led to the extension of Utilities Go-Live from June 2020 to October 2020, and the additional cost of $3.3 million in order to complete the project. Therefore, Open and City of Fort Collins Utilities negotiated a cost-share distribution of the $3.3 million, recognizing the partnership and long-term relationship needed for OSF as follows:

- City of Fort Collins Utilities incurs 55%, for a total of $1.7 million.
- Open incurs 45%, for a total of $1.4 million.
- City of Fort Collins Utilities reimburses additional contingency/living expenses, estimated up to $200,000.

Utilities and Connexion will split the City of Fort Collins Utilities share ($1.9 million), thus totaling $950,000 each for Connexion and the four utilities. Connexion has appropriated funding within the Connexion project. This funding request will be shared across the four utilities.

Staff recognizes there is a potential for future risks, primarily related to employee turnover and illness, due to the pandemic environment that continues into the foreseeable future. As such, there is a risk to meeting the October 5th Utilities Go-Live date. Therefore, staff is working with the vendor to develop mitigating actions that will minimize vendor resource costs on the project in order to eliminate and/or reduce those costs if there needs to be an extension of the project.
CONSIDERATION OF CITIZEN-PULLED CONSENT ITEMS

OTHER BUSINESS

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

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

ADJOURNMENT

A. Council will consider a motion to adjourn to 6:00 p.m. on Tuesday, May 26, 2020 for mid-year review of City Manager and City Attorney.

"I move that Council adjourn this meeting to 6:00 p.m. on Tuesday, May 26, in order to consider a motion to go into executive session to conduct mid-year performance reviews of the Council's direct report employees, and for such other business as may come before the Council."

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 City of Fort Collins is committed to recognizing that our growth and strength depends on the safety and economic value of the homes, buildings and infrastructure that serve our citizens, both in everyday life and in times of natural disaster, and

WHEREAS, our confidence in the structural integrity of buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and

WHEREAS, these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state and federal officials that are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work, play; and

WHEREAS, our community benefits economically and technologically from using the International Codes that are developed by a national, voluntary consensus codes and standards developing organization, our government is able to avoid the high cost and complexity of developing and maintaining these codes, which are the most widely adopted building safety and fire prevention codes in the world; and

WHEREAS, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities’ largely unknown protectors of public safety—our local code officials—who assure us of safe, efficient and livable buildings that are essential to America’s prosperity.

NOW, THEREFORE, I, Wade Troxell, Mayor of the City of Fort Collins, do hereby proclaim May 2020 to be

BUILDING SAFETY MONTH

in the city of Fort Collins in honor of the men and women whose diligence and professionalism keep the buildings where we live, learn, work and play safe and sustainable.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City of Fort Collins this 5th day of May, A.D. 2020.

Mayor

ATTEST:

__________________________________
City Clerk
STAFF
Delynn Coldiron, City Clerk

SUBJECT
Consideration and Approval of the Minutes from the April 21, 2020 Regular Council Meeting and the April 28, 2020 Adjourned Council Meeting.

EXECUTIVE SUMMARY
The purpose of this item is to approve the minutes from the April 21, 2020, Regular Council meeting and the April 28, 2020, Adjourned Council meeting.

ATTACHMENTS
1. April 21, 2020 (PDF)
2. April 28, 2020 (PDF)
April 21, 2020

COUNCIL OF THE CITY OF FORT COLLINS, COLORADO

Council-Manager Form of Government

Regular Meeting – 6:00 PM

(Due to COVID-19 crisis and state and local orders to stay at home and not gather, all Councilmembers and staff attended the meeting remotely, via teleconference.)

● ROLL CALL

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

● AGENDA REVIEW: CITY MANAGER

Mayor Troxell outlined the remote meeting participation options and directions.

City Manager Atteberry stated there is an updated version of Resolution 2020-038 for Item No. 19, Resolution 2020-038 Approving Emergency Rules and Regulations Enacted by the City Manager Pursuant to the Local COVID-19 Emergency Between April 6 and April 16, 2020. He also noted the motion to adjourn the Council meeting to conduct the Electric Utility Enterprise Board meeting was moved to the first item under Other Business.

● PUBLIC COMMENT

Kevin Cross, Fort Collins Sustainability Group, discussed Item No. 15, First Reading of Ordinance No. 062, 2020, Appropriating an Unanticipated Charitable Donation to the City from Broadcom, Inc. to be Used for COVID-19 Relief. His group would like to ensure Council is not influenced by the donation when it considers whether or not to hold Broadcom fully accountable for its F-gas emissions the next time Council is able to meet in person. He discussed the greenhouse gas emissions produced by Broadcom and its social cost, which is the monetary value of the damage to society resulting from climate change.

Ted Walkup, Poudre Canyon Group of the Sierra Club, expressed support for the City's Climate Action Plan and its efforts to reduce greenhouse gases. A thorough reporting of all emissions is necessary for the credibility of the Plan and the City. He discussed the F-gas emissions from Broadcom stating those emissions account for 8-9% of Fort Collins' greenhouse gas emissions and they have heretofore not been included in the city's inventory of greenhouse gases.

Nancy York questioned whether the City monitors evictions and foreclosures that are resulting from the current economic situation due to COVID-19. She expressed concern about the effect of air pollution on adjoining neighborhoods that will result from the Vine and Lemay overpass. There may be a better use of the funds slated for the project at this point.

Eric Sutherland discussed the recent report on the status of Connexion broadband, stating it was misleading.

Caroline Steinbricher discussed the need for hotel rooms to be provided for essential workers who may not be able to live at home due to immune-compromised individuals at the home. She questioned why state funding that was promised for this use has not been utilized in Fort Collins.
• PUBLIC COMMENT FOLLOW-UP

Mayor Troxell summarized the citizen comments and noted $75,000 of Broadcom's charitable donation will be distributed to three community partners: Neighbor to Neighbor, New Belgium Bar and Restaurant Relief Fund, and the Poudre School District. The remaining $25,000 will be used to support City efforts across its service areas, departments, and programs to include Adopt a Neighbor, Safety and Risk Management, Social Sustainability, and to launch a childcare for essential employees, specifically police and first responders. There is no connection between this donation and Broadcom's operations.

Mayor Troxell discussed the standards followed by the City for its greenhouse gas reporting, noting F-gases are reported at the state level. Evictions and foreclosures are not tracked by the City but noted there are resources on the City's webpage for individuals with income needs. Regarding the Vine and Lemay overpass, he stated the project will be an enhancement for the Andersonville neighborhood as vehicles are currently idling and driving right through the neighborhood.

Mayor Troxell encouraged citizens to read the Connexion report and stated the suggestion made by Governor Polis that hotels could be funded to help house essential workers does not include a policy for its implementation in Fort Collins.

Councilmember Cunniff stated he would be addressing the F-gas issue during the Consent Calendar follow-up.

Councilmember Gorgol asked if eviction data could be garnered from the County. City Manager Atteberry replied he would follow up.

Councilmember Gorgol asked if Neighbor to Neighbor can provide funds for hotels or if that is only a rent assistance program. Jackie Kozak-Thiel, Chief Sustainability Officer, replied Neighbor to Neighbor rental assistance could be made available to help pay for hotels; however, the person in that situation needs to be making no more than 80% area median income.

Mayor Pro Tem Stephens discussed the eviction prevention program through Neighbor to Neighbor and stated the program has provided 84 Fort Collins households approximately $59,000 in rent assistance thus far in April.

City Manager Atteberry noted the Vine and Lemay overpass has yet to be finalized and will likely be part of the 2021 budget. If approved at that time, construction would likely begin in about a year.

Councilmember Cunniff noted particulate pollution remains a Council priority. He asked if an analysis of particulate pollution in the Andersonville neighborhood has occurred. City Manager Atteberry replied he will confirm that and ensure staff follows up with Ms. York.

• CONSENT CALENDAR

Mayor Pro Tem Stephens made a motion, seconded by Councilmember Gutowsky, to adopt and approve all items on the Consent Agenda.
1. **Consideration and Approval of the Minutes From the March 31, 2020, City Council Adjourned Meeting.** (Adopted)

   The purpose of this item is to approve the minutes from the March 31, 2020, adjourned Council meeting.

2. **Postponement of Second Reading of Ordinance No. 027, 2020, Amending the Zoning Map of the City of Fort Collins and Classifying for Zoning Purposes the Property Included in the Soldier Canyon Pump Station Annexation to the City of Fort Collins, Colorado, and Approving Corresponding Changes to the Residential Neighborhood Sign District Map to May 19, 2020.** (Adopted)

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

   Postponement of this item to May 19, 2020, is requested to allow time for the stay-at-home order to be lifted and allow for in-person public participation in quasi-judicial matters.

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

3. **Postponement of Second Reading of Ordinance No. 029, 2020, Amending the Zoning Map of the City of Fort Collins and Classifying for Zoning Purposes the Property Included in the Timberline-International Annexation No. 1 to the City of Fort Collins, Colorado, and Approving Corresponding Changes to the Residential Neighborhood Sign District Map to May 19, 2020.** (Adopted)

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

   Postponement of this item to May 19, 2020, is requested to allow time for the stay-at-home order to be lifted and allow for in-person public participation in quasi-judicial matters.

   This Ordinance, unanimously adopted on First Reading on February 4, 2020, zones the property included in the first of three sequential annexations, known as the Timberline-International Annexation No.1. Timberline-International Annexation No. 1 is located northeast of the North Timberline Road and International Boulevard intersection. The proposed zoning for this annexation is Industrial (I). The surrounding properties are existing industrial land uses currently zoned I-Industrial Zoning District (in Larimer County) to the north, south and west. The abutting City limit to the east is zoned Low Density Mixed-Use Neighborhood (L-M-N) and consists of North Timberline Road right-of-way. Staff also recommends placement into the Residential Neighborhood Sign District.
4. **Postponement of Second Reading of Ordinance No. 031, 2020, Amending the Zoning Map of the City of Fort Collins and Classifying for Zoning Purposes the Property Included in the Timberline-International Annexation No. 2 to the City of Fort Collins, Colorado, and Approving Corresponding Changes to the Residential Neighborhood Sign District Map to May 19, 2020.** (Adopted)

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

Postponement of this item to May 19, 2020, is requested to allow time for the stay-at-home order to be lifted and allow for in-person public participation in quasi-judicial matters.

This Ordinance, unanimously adopted on First Reading on February 4, 2020, zones the property included in the second of three sequential annexations, known as the Timberline-International Annexation No. 2. Timberline-International Annexation No. 2 is located northeast of the North Timberline Road and International Boulevard intersection. The proposed zoning for this annexation is Industrial (I). The surrounding properties are existing industrial land uses currently zoned I-Industrial Zoning District (in Larimer County) to the north, south and west. The abutting City limit to the east is zoned Low Density Mixed-Use Neighborhood (L-M-N) and consists of North Timberline Road right-of-way. Staff also recommends placement into the Residential Neighborhood Sign District.

5. **Postponement of Second Reading of Ordinance No. 033, 2020, Amending the Zoning Map of the City of Fort Collins and Classifying for Zoning Purposes the Property Included in the Timberline-International Annexation No. 3 to the City of Fort Collins, Colorado, and Approving Corresponding Changes to the Residential Neighborhood Sign District Map to May 19, 2020.** (Adopted)

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

Postponement of this item to May 19, 2020, is requested to allow time for the stay-at-home order to be lifted and allow for in-person public participation in quasi-judicial matters.

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

6. **Second Reading of Ordinance No. 042, 2020, Reappropriating Funds Previously Appropriated in 2019 But Not Expended or Not Encumbered in 2019.** (Adopted)

Prior to the Second Reading of this Ordinance, the 2020 Reappropriation requests were reviewed again in light of tightening revenue due to COVID-19. The Executive Lead Team evaluated each request to determine if they were either recovery-related or contractually binding. This additional review removed 12 requests and reduced the amount within another one, as detailed in the Background/Discussion section of this Agenda Item Summary. The items being removed from consideration are still important but did not pass the additional scrutiny required in this challenging economic time.
This Ordinance, unanimously adopted on First Reading on March 3, 2020, reappropriates monies in 2020 that were previously authorized by Council for expenditures in 2019 for various purposes. The authorized expenditures were not spent or could not be encumbered in 2019 because:

- there was not sufficient time to complete bidding in 2019 and, therefore, there was no known vendor or binding contract as required to expend or encumber the monies,
- the project for which the dollars were originally appropriated by Council could not be completed during 2019 and reappropriation of those dollars is necessary for completion of the project in 2020, or
- the funds appropriated to be spent in 2019 to carry on some of the programs, services, and facility improvements were not spent or encumbered in 2019 for other reasons but continue to be needed for the same purposes in 2020.

In the above circumstances, the unexpended and/or unencumbered monies lapsed into individual fund balances at the end of 2019 and reflect no change in Council policies.

Monies reappropriated for each City fund by this Ordinance are as follows (updated prior to Second Reading):

- **General Fund**: $199,008
- **Keep Fort Collins Great Fund**: $7,500
- **Transportation CEF Fund**: $1,750,000
- **Transportation Fund**: $50,000
- **Data and Communications Fund**: $214,125

**Total**: $2,220,633

7. **Second Reading of Ordinance No. 045, 2020, Appropriating Unanticipated Philanthropic Revenue from New Belgium Brewing in the General Fund and Transferring it to the Capital Projects Fund for the Poudre River Reach 4 Feasibility Study.** (Adopted)

This item is coming to Council on Second Reading because it is necessary to move the project forward.

This Ordinance, unanimously adopted on First Reading on April 7, 2020, appropriates $10,000 of philanthropic revenue in the General Fund for transfer to the Capital Projects Fund for the Reach 4 Feasibility Study by Park Planning & Development. The intent of the charitable gift, secured and facilitated by City Give, is designated by the donor, New Belgium Brewing, in support of the Reach 4 Feasibility Study.

The Reach 4 efforts focus on the feasibility of completing the improvements as called out in the Poudre River Downtown Master Plan. The Plan includes a conceptual site plan and cost estimate for Reach 4, located between the Whitewater Park and Linden Street. Reach 4 is particularly sensitive, as it is a former Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) site. The study will help determine if/how the concept site plan and cost estimate provided in the Master Plan should be adjusted, based on a more robust analysis of the site conditions and preferred outcomes. These efforts will help inform a design and construction offer in the upcoming BFO process.

8. **Second Reading of Ordinance No. 046, 2020, Appropriating Unanticipated Philanthropic Revenue from Veterans Plaza of Northern Colorado in the General Fund and Transferring it to the Capital Projects Fund for the Veterans Plaza Improvement Project.** (Adopted)

This item is coming to Council because the appropriation of the funds is the sole source of funding for improvements to Veteran’s Plaza. The improvements are to be completed prior to Memorial Day, May 25, 2020, as Veteran’s Plaza of Northern Colorado hosts a memorial event at this location annually.

This Ordinance, unanimously adopted on First Reading on April 7, 2020, appropriates $10,752 of philanthropic revenue in the General Fund for transfer to the Capital Projects Fund to be used for improvements at the Veterans Plaza in Spring Canyon Community Park. The charitable gift, facilitated by City Give, was made by Veterans Plaza of Northern Colorado. The charitable funding will underwrite
the costs of improvements to construct a new sidewalk from the parking area to Veterans Plaza and provide other site improvements.

9. **Second Reading of Ordinance No. 051, 2020, Authorizing the Sale of Real Property Located Adjacent to the Utilities Service Center at 700 Wood Street. (Adopted)**

This item is coming to Council on Second Reading because it is necessary to move the agreement forward in order to complete the transaction and receive the sale proceeds.

This Ordinance, unanimously adopted on First Reading on April 7, 2020, authorizes the sale of City-owned real property located at approximately 525 North Whitcomb Street, adjacent to the City’s Utilities Services Center located at 700 Wood Street. The property is a small offsetting portion of the Utility Service Center development and consists of 1,680 square feet. The buyers are the owners of real property at 525 North Whitcomb Street. The sale price is $6,720 and the proceeds will be placed in the Light and Power Fund.

10. **Second Reading of Ordinance No. 052, 2020, Authorizing the Conveyance of a Permanent Sanitary Sewer Line Easement and a Temporary Construction Easement on Soaring Vista Natural Area to South Fort Collins Sanitation District. (Adopted)**

This item is coming to Council on Second Reading. Council authorization is the final step after more than a year of negotiations related to easement terms and finalizing the language of the agreement.

This Ordinance, unanimously adopted on First Reading on April 7, 2020, authorizes the conveyance of a permanent sanitary sewer line easement and a temporary construction easement to South Fort Collins Sanitation District (SFCSD) on behalf of Interstate Land Holdings, LLC (ILH) on Soaring Vista Natural Area. The proposed easement area aligns with an existing sewer line easement held by South Fort Collins Sanitation District on the west side of the natural area.

11. **Second Reading of Ordinance No. 053, 2020, Amending Chapter 26 of the Code of the City of Fort Collins to Adopt a Water Shortage Action Plan (Previously Known as the Water Supply Shortage Response Plan) and Making Various Related Changes. (Adopted)**

This Second Reading is necessary to continue the public process and ensure the updated Water Shortage Action Plan can be utilized when responding to future water shortages.

This Ordinance, unanimously adopted on First Reading on April 7, 2020, adopts into City Code by reference an updated Water Supply Shortage Response Plan (WSSRP) for Fort Collins Utilities. The updated plan and updates to City Code Section 26-167(a) include: changing the name to the Water Shortage Action Plan (WSAP); adding new sections to the Plan; changes and additions to various restrictions; changes to the structure of the water restriction levels; and changes to the water rate increases during declared water shortages.


This item is coming to Council at this time as a Second Reading Ordinance. It relates to funding activities that must move forward in a timely way. Specifically, per the City’s contract with Visit Fort Collins for convention and visitor services the payment must be made by the City in May. For Fort Fund, the appropriation fulfills the 2020 grant disbursement requirements. The review is in progress and being reviewed by the Cultural resources Board in April.

This Ordinance, unanimously adopted on First Reading on April 7, 2020, appropriates $753,709, of which $441,944 is proposed for 2020 Cultural Development and Programming Activities (Fort Fund), $48,198 is proposed for 2020 Tourism Programming (Fort Fund), and $263,567 is proposed for 2020...
Convention and Visitors Program activities, from a combination of Unanticipated Revenue (Lodging Tax) and Prior Year Reserves (unspent appropriations) in the General Fund Lodging Tax Reserves.

Lodging taxes are annually collected by the City of Fort Collins for Cultural Development and Tourism programming activities. Anticipated revenue is projected through each Budgeting for Outcomes (BFO) cycle and then adjusted annually as needed based on actual collections. Lodging tax revenue collected in 2019 was $376,406 above projected collections.

13. **Second Reading of Ordinance No. 056, 2020, Making Supplemental Appropriations and a Transfer from the Light & Power Fund to be Expended in Support of the Epic Homes Program.** (Adopted)

This item is coming to Council on Second Reading. The appropriation of these grant funds is necessary to enable Utilities and Economic Health to move forward with project management and operations for the Bloomberg Mayors Challenge grant project (the Epic Homes program). Epic Homes is a streamlined, affordable approach for single-family home and rental property energy efficiency upgrades to improve comfort, health and efficiency in Fort Collins.

This Ordinance, unanimously adopted on First Reading on April 7, 2020, appropriates $118,135 in grant funds from Bloomberg Philanthropies and interest earned on previous grant funds, as part of the Bloomberg Mayor’s Challenge, from the Fort Collins Utilities Light and Power Fund to be expended for the ongoing project management and operations of Epic Homes Program by Utility Services and the Economic Health Office (EHO) and to pay a sub-grant to Colorado State University for indoor environmental quality research. The funds paid to the EHO will be accomplished by a transfer from the Light and Power Fund. The Bloomberg Philanthropies funds come from (1) the 2020 grant installment of $112,000 and (2) $6,135 in interest earned on advanced Bloomberg Philanthropies funds as of December 31, 2019. Based on terms of the Bloomberg grant agreement, all advanced grant funds are subject to accruing interest, with such interest earned being reported on a semi-annual basis, and with such earnings used to further project goals as demonstrated in the agreement among Bloomberg and the City.

14. **Second Reading of Ordinance No. 057, 2020, Amending Section 2-568 of the Code of the City of Fort Collins to Clarify Ethical Rules of Conduct to Address Employee Housing and Purchases from the City.** (Adopted)

This item is coming to Council as a Second Reading. It is high priority as it will allow immediate housing of an employee who will serve as a caretaker on a large remote property to help protect the valuable recently acquired assets.

This Ordinance, unanimously adopted on First Reading on April 7, 2020, amends City Code to clarify that the City Charter’s prohibition on City employees purchasing property from the City was not intended to prevent employees from compensating the City for the value of housing that they are required to live in as a condition of employment. This would confirm Council’s expectations related to this issue and to clarify how these kinds of housing arrangements relate to the Charter requirement.

15. **First Reading of Ordinance No. 062, 2020, Appropriating an Unanticipated Charitable Donation to the City from Broadcom Inc. to be Used for COVID-19 Relief.** (Adopted)

While this item is not critical or urgent in nature as related to the COVID-19 emergency, it is being presented to Council now because it provides funds to be used to mitigate the effects of the emergency.

The purpose of this item is to appropriate $100,000 in unanticipated philanthropic revenue in the General Fund for COVID-19 community relief. The intent of the charitable gift, facilitated and secured by City Give, is designated by the donor, Broadcom Inc., to support the critical and expanded needs of essential community services and organizations.
It is the donor’s determination the City possesses 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 emergency relief. Thus, the City will distribute $75,000 of the total gift to three community partners: Neighbor to Neighbor, New Belgium Bar & Restaurant Relief Fund and Poudre School District. The remaining $25,000 will be used to support City efforts across its service areas, departments and programs, to include, without limitation, Adopt-A-Neighbor, Safety & Risk Management, Social Sustainability and to launch childcare for essential employees, specifically police and other first responders.


This is coming to Council now because the Natural Areas Department is mandated by ballot to conserve land and funds are needed for a real estate closing on June 30 as well as anticipated closings throughout the year. Reappropriations also will support the completion of two infrastructure projects. One is legally required for water rights and the other is critical to prevent stormwater overtopping of Prospect Road. The proposed reappropriation for critical trail work is seasonally dependent and even more urgent given skyrocketing visitation due to the COVID-19 pandemic. This item appropriates $8,770,000 in prior year reserves in the Natural Areas Fund.

17. **First Reading of Ordinance No. 064, 2020, Amending the Code of the City of Fort Collins to Delay the December 31, 2020, Implementation Date for Business and Multi-Family Recycling Requirements Included in the Community Recycling Ordinance. (Adopted)**

The purpose of this item is to delay the implementation date of the business and multi-family recycling requirement in the Community Recycling Ordinance from December 31, 2020, to June 30, 2021, due to impacts of the COVID-19 response.

18. **Resolution 2020-037 Authorizing the Execution of an Intergovernmental Agreement Between the City of Fort Collins, the City of Loveland, and the Town of Estes Park for Shared Broadband Technical and Network Support Services. (Adopted)**

This item is coming to Council at this time due to the critical importance and timing for establishing a working technical support call center for Estes Park and Loveland.

The purpose of this item is to consider an intergovernmental agreement (IGA) for shared broadband technical and network support services between the City of Fort Collins, Loveland, Estes Park and additional Colorado governmental entities. This IGA is the second step in arranging for such shared services currently operated by the City for its own benefit. Completion of the IGA to share these services will provide revenue to partially support those services benefiting the Fort Collins Connexion.


The purpose of this item is to approve emergency rules and regulations enacted by the City Manager between April 6 and April 16, 2020, in response to the COVID-19 emergency. Section 2-671(a)(6)(a) of the City Code provides that the emergency rules and regulations must be confirmed at the earliest practical time by the City Council. This Resolution seeks Council’s approval and ratification of the emergency measures.

- END CONSENT

- CONSENT CALENDAR FOLLOW-UP
Councilmember Pignataro stated staff provided some alternatives regarding F-gases and she may bring up the topic once Council is back to a more normal meeting situation. She provided assurance that the Broadcom monetary donation and F-gas emissions are not related.

Councilmember Pignataro asked what hardships are postponing the implementation of environmental initiatives related to Item No. 17, First Reading of Ordinance No. 064, 2020, Amending the Code of the City of Fort Collins to Delay the December 31, 2020, Implementation Date for Business and Multi-Family Recycling Requirements Included in the Community Recycling Ordinance, and Emergency Regulation No. 2020-011 that suspended the City Code to require solid waste collectors to do curbside pickup from April to June.

City Manager Atteberry discussed the transparent giving process that is part of City Give, stating there is no relation between the Broadcom gift and any potential forthcoming emissions regulations or accounting.

Deputy City Manager Mihelich stated there are a number of reasons solid waste haulers have requested certain concessions. The amount of residential waste has increased significantly, and retail waste has decreased significantly during the COVID-19 crisis, to the point where retail customers are cancelling service. Additionally, haulers would also need to acquire additional equipment for multi-family recycling and curbside pickup of green waste and are concerned that if any equipment breaks down during the crisis, they would have significant challenges getting parts. Haulers are also concerned about having their staff do this extra work right now considering the challenges they are having keeping up with residential solid waste. They are willing to provide the multi-family recycling and curbside green waste pickup once the crisis is over.

Councilmember Cunniff shared Councilmember Pignataro's concerns and requested staff continue to engage with haulers to ensure progress is being made toward zero waste goals.

Councilmember Cunniff questioned what could be done to structure company donations such that an intentional or unintentional perception is not created that could affect future decision making by the City. He requested some thought go into the topic.

Mayor Troxell noted City Give does provide transparency but agreed there could be some work done. City Manager Atteberry replied having a conversation with the Council Finance Committee could be a good start but noted he would never want the judgement of the City, Council, or donor companies to be questioned.

Councilmember Summers took exception with Mr. Cross' inference regarding Broadcom's donation. He stated the City and its residents should not be anything but grateful for businesses that are stepping up during these challenging times to partner with the City in a transparent way.

- **STAFF REPORTS**

  A. **COVID-19 Update** (staff: Jim Byrne)

  Jim Byrne, Emergency Management Director, stated there has been little direction from the Larimer County Health Department regarding the potential lifting of the stay-at-home order on April 27 as they are likely waiting for clarification from the Governor and state. The City is preparing for a stepped down approach involving as much agility and fluidity as possible. The
focus for the first phase will involve how to bring back employees and how to maintain and enhance operations.

Mayor Pro Tem Stephens asked about the best place for citizens to get updates about what may have changed in the past 24 hours. Byrne replied regular messaging is being pushed out through the City's Communications and Public Involvement Office. City Manager Atteberry stated the City's online newsletter is updated daily and the best daily source of information is at fcgov.com. If an individual does not have web access, they should call the City Manager's Office and staff will ensure information is provided.

Mayor Troxell asked how people can volunteer to provide assistance. City Manager Atteberry replied the Adopt a Neighbor program can be accessed through the City's website and the United Way of Larimer County is another source.

Councilmember Cunniff encouraged the Mayor and City Manager to ensure the state remains in control of the messaging as this is only a modification of the stay-at-home safety measures that have been undertaken. He also encouraged the continuation of a focus on testing.

Mayor Troxell noted it is imperative for all citizens to continue to practice physical distancing, wear masks, and not gather in large groups.

Councilmember Gutowsky stated she has received a number of emails from constituents asking about the exit plan for Northside Atzlan Center and associated tent area. City Manager Atteberry replied staff has developed a general exit plan and that will be shared on the City's webpage. He also stated he intends for the City organization to lead by example and remain doing business remotely as possible.

Councilmember Summers discussed comments made by Governor Polis relating to this being the time to not be fearful or anxious, but cautious.

- COUNCILMEMBER REPORTS

Councilmember Gutowsky stated she, Mayor Pro Tem Stephens, and Mayor Troxell have been serving on Council's ad hoc committee charged with selecting the new Chief Judge. Three finalists were selected, went through interviews today, and will be interviewed by the entire Council and by two community panels tomorrow. She also reported she and Senator Joann Ginal are partnering with Citizens for a Healthy Fort Collins to ensure everyone who needs a mask gets one at no charge. She and Senator Ginal delivered masks to a senior housing center and will continue with additional drop-offs Thursday.

Councilmember Gutowsky reported on a visit to the Northside Atzlan Center and chat with police officers there.

Mayor Pro Tem Stephens thanked the Mayor for his proclamations and noted April 18 was "Thank a Line Worker" day. She thanked all line workers in Fort Collins Utilities for their work. She also reported today is Holocaust Remembrance Day and discussed the mask sewing operation at the Senior Center.

Councilmember Cunniff noted the 50th anniversary of Earth Day.
Councilmember Summers thanked members of the community who are making masks and delivering meals to families in need.

Mayor Troxell reported on restaurants providing meals to healthcare workers and first responders, a donation of hand sanitizer from Old Elk Distillery to front line City employees, and food and shelter being provided by the Salvation Army. He commended the philanthropic nature of Fort Collins.

Mayor Troxell reported the City has established a small business recovery loan program and mentioned the Air Force Thunderbirds flyover on Saturday.

**DISCUSSION ITEMS**


*The purpose of this item is consideration of the opinion of the Ethics Review Board to Council for its consideration and possible approval.*

City Attorney Daggett discussed the ethics complaint from Rory Heath regarding Councilmember Summers' webpage advertising his services as a political consultant and lobbyist and alleging that he has a general conflict of interest, as well as a conflict related to the Hughes Stadium property rezoning. She noted the same complaint also alleged Mayor Troxell and Mayor Pro Tem Stephens had conflicts regarding the Hughes Stadium rezoning item due to their employment with CSU. The complaint was reviewed by the alternate Ethics Review Board consisting of Councilmembers Pignataro, Cunniff, Gorgol, and Gutowsky, who found Mayor Troxell and Mayor Pro Tem Stephens did not violate state or local ethics laws; however, they requested additional information in reviewing the complaint against Councilmember Summers. After meeting again and taking additional testimony, the alternate Ethics Review Board voted unanimously there was no violation of state or local ethics provisions by Councilmember Summers.

City Attorney Daggett stated this Resolution adopts the Ethics Review Board opinion and noted the Councilmember who is the subject of the opinion may not participate in the matter.

Mayor Pro Tem Stephens stated that while she does not see a conflict of interest, she was named in the original complaint and will therefore recuse herself from the discussion.

Mayor Troxell stated he would also recuse himself from the discussion.

City Attorney Daggett suggested one of the remaining Councilmembers nominate a temporary presiding officer for this item.

Councilmember Cunniff suggested Councilmember Pignataro be the temporary presiding officer as she was the presiding officer over the Ethics Review Board hearings. The remaining Councilmembers agreed by unanimous consent.

Mary Alice Grant stated the review guidelines for ethical behavior need to be reviewed and amended to more effectively understand what is going on in these proceedings. She expressed concern about employees of an organization voting on items related to the organization and expressed concern the City Council is policing itself.
Councilmember Cunniff agreed with Ms. Grant and stated possible revisions to the Ethics Code are being considered, including the possibility of making employment, by definition, an ethics conflict. Additionally, Council has set in motion a review of the Ethics Review Board, starting with a survey of other cities, to consider changing the makeup of the Board.

City Attorney Daggett confirmed Councilmember Cunniff’s comments and stated her staff is in the process of gathering information related to alternative structures for these types of reviews. It is unclear as to when exactly this will come before Council given the current situation, but it will likely be later in the summer.

Councilmember Gutowsky supported the examination of the process.

Councilmember Cunniff made a motion, seconded by Councilmember Gorgol, to adopt Resolution 2020-029.

Councilmember Cunniff stated lobbying state officials is not a prohibited activity and there was no evidence presented that suggested Councilmember Summers was lobbying anyone in the city. Additionally, Councilmember Summers presented evidence that he had not accepted payment for any lobbying activities since before he became a Councilmember.

RESULT: RESOLUTION 2020-029 ADOPTED [4 TO 0]
MOVED: Ross Cunniff, District 5
SECONDER: Emily Gorgol, District 6
AYES: Pignataro, Gorgol, Gutowsky, Cunniff
RECUSED: Summers, Stephens, Troxell

21. **Postponement of Public Hearing and Second Reading of Ordinance No. 138, 2019, Amending the Zoning Map of the City of Fort Collins by Changing the Zoning Classification for that Certain Property Known as the Hughes Stadium Site Rezoning and Approving Corresponding Changes to the Residential Neighborhood Sign District Map to May 19, 2020. (Postponed to May 19, 2020)**

Postponement of this item to May 19, 2020, is requested to allow time for the stay-at-home order to be lifted and allow for in-person public participation in quasi-judicial matters.

This Ordinance, adopted on First Reading on November 5, 2019, by a vote of 4-3 (Nays: Cunniff, Gutowsky, Pignataro), rezones 164.55 acres located on the west side of Overland Trail and north of CR32, with one condition, and to place the property into the Residential Sign District. City Council initiated the rezoning on July 16, 2019 and directed City staff to prepare a rezoning application and make a recommendation regarding the appropriate zoning. The site is currently zoned Transition (T) and staff recommends placement into the Residential Foothills (RF) and Low-Density Mixed-Use Neighborhood (LMN) zone districts. A recommended condition of the rezone requires that future development in the portion zoned Residential Foothills district meet the requirements of a Cluster Plan pursuant to Land Use Code Section 4.3(E)(2). The request places the property into the Residential Sign District. The Planning and Zoning Board on a 4-2 vote recommended that City Council not adopt the staff proposed zoning and instead zone the property entirely Residential Foothills.

Mary Grant thanked Council for focusing its efforts on supporting Fort Collins through the pandemic. It is important to ensure business addressed by Council is essential and that appropriate levels of public participation occur for items. She supported the postponement of this item until the issue can be held in a forum that allows for the community to participate in person.

Rory Heath supported postponement of the item.

Mayor Troxell stated the postponement is in line with the citizen comments as well as Council's intent to ensure active public engagement.

**RESULT:**

SECOND READING OF ORDINANCE NO. 138, 2019 POSTPONED TO MAY 19, 2020 [UNANIMOUS]

MOVER: Kristin Stephens, District 4
SECONDER: Susan Gutowsky, District 1
AYES: Pignataro, Gorgol, Gutowsky, Summers, Stephens, Troxell, Cunniff

22. **Items Relating to Electric Assisted Bicycles on Paved Trails.** (Adopted on Second Reading)

   A. Second Reading of Ordinance No. 058, 2020, Amending Chapter 23 of the Code of the City of Fort Collins to Allow and Regulate the Use of Electrical Assisted Bicycles on the City’s Paved Trails.

   B. Second Reading of Ordinance No. 059, 2020, Amending the Fort Collins Traffic Code to Allow and Regulate the Use of Electrical Assisted Bicycles on the City’s Paved Trails.

   This item is coming to City Council as Second Reading of the Ordinances. The one-year pilot program allowing Class 1 and Class 2 e-bikes on paved trails is set to expire on April 30. Subsequent action is needed by City Council to determine future e-bike regulations, based on the pilot program results, prior to the expiration of the pilot program ordinance.

   These Ordinances, adopted on First Reading on April 7, 2020 by a vote of 6-1 (Nays: Cunniff) update Fort Collins City and Traffic Code to allow Class 1 and Class 2 e-bikes on City-paved trails. In April 2019, Fort Collins City Council approved a one-year pilot program to allow Class 1 and Class 2 e-bikes on paved trails in Fort Collins. This one-year pilot program began May 1, 2019 and will end April 30, 2020. Data and public input were collected during the pilot program, and staff has found no major issues associated with allowing e-bikes on paved trails at this time. Research and the pilot program indicate e-bikes provide mobility, sustainability, and health benefits, and can help achieve Fort Collins’ Climate Action and transportation goals.

   In conjunction with the recommendation to continue allowing Class 1 and Class 2 e-bikes on paved trails, staff is also recommending strategies to ensure Fort Collins’ trail system remains a positive and safe experience for all users as use increases, and to address concerns raised during the pilot program.

   Amber Main stated she is car-free and an E-bike is the only option she has for getting herself and her children around town. She supported allowing E-bikes in light of the current situation as it will allow people a more economically-friendly option in the time of economic recovery.

   Councilmember Cunniff stated he would not support the item due to the inclusion of class 2 E-bikes. He expressed concern they are essentially low-powered motorcycles and they are more appropriate for bike lanes than trails. He also noted the Senior Advisory Board, Parks and Recreation Board, and Land Conservation and Stewardship Board all recommended against allowing class 2 E-bikes.

   Mayor Pro Tem Stephens made a motion, seconded by Councilmember Pignataro, to adopt Ordinance No. 058, 2020, on Second Reading.
Mayor Troxell stated he would support the motion as the only difference between the two classes is a throttle. There are speed issues with all bicycles and supported speed monitoring and limits on trails. He also noted the pilot study showed E-bikes open access to different types of riders and only positive comments were received after First Reading.

RESULT: ORDINANCE NO. 058, 2020, ADOPTED ON SECOND READING [6 TO 1]
MOVER: Kristin Stephens, District 4
SECONDER: Julie Pignataro, District 2
AYES: Pignataro, Gorgol, Gutowsky, Summers, Stephens, Troxell
NAYS: Cunniff

Mayor Pro Tem Stephens made a motion, seconded by Councilmember Pignataro, to adopt Ordinance No. 059, 2020, on Second Reading.

RESULT: ORDINANCE NO. 059, 2020, ADOPTED ON SECOND READING [6 TO 1]
MOVER: Kristin Stephens, District 4
SECONDER: Julie Pignataro, District 2
AYES: Pignataro, Gorgol, Gutowsky, Summers, Stephens, Troxell
NAYS: Cunniff


This Ordinance, adopted on First Reading on April 14, 2020, by a vote of 6-1 (nays: Pignataro) authorizes certain types of remote meetings in light of the declared local emergency. The Ordinance will allow remotely conducted City Council meetings and certain quasi-judicial hearings by Council, City boards and commissions and administrative hearing officers. The types of quasi-judicial items that can be considered remotely under the Ordinance without further Council action are limited and exclude zoning decisions, appeals and additions of permitted use. The Ordinance also authorizes remote neighborhood meetings in the Development Review Process. Finally, the Ordinance also permits remote participation by boards and commissions in order to complete City business that is pressing and requires prompt action.

For second reading, the following changes have been made and are shown in the Ordinance, based on the Council’s discussion of the Ordinance on First Reading:

1. Changed language to clarify that all matters being heard remotely must be determined to be “pressing and require prompt action” and to require that agenda items explain the determination.

2. Added language to clarify that if Remote Technology is found to be not sufficiently working the Hearing/Meeting must be continued.

Added a provision allowing the Council to (by majority vote) authorize additional types of meetings or proceedings, or specific items if Council determines the authorized action is pressing and requires prompt action and that the Remote Technology available for the proceeding will provide sufficient public participation and input called for by the type of meeting, hearing or proceeding or the individual matter, as applicable, in light of the specific circumstances.

City Attorney Daggett stated this Ordinance, as adopted on First Reading, authorizes the use of remote technologies for City Council meetings for pressing matters that require prompt action, quasi-judicial hearings excluding appeals of decisions of all types, initial zoning and rezoning
actions, and additions of permitted use applications. It also allows neighborhood meetings under the Land Use Code and essential meetings of City boards and commissions. Based on the discussion during First Reading, the item has been modified to clarify that all matters being heard remotely must be determined to be pressing and require prompt action and to require that agenda materials explain the rationale, to change references to “essential” to “pressing and require prompt action”. Additionally, the Ordinance now clarifies that if remote technology is not working sufficiently, the hearing or meeting must be continued, and a new section gives Council the ability, by majority vote, to authorize additional types of remote meetings or proceedings, or action on specific items, if the Council determines that those items are pressing and require prompt action and that the technology is sufficient.

Mary Alice Grant commended the changes made to the Ordinance and stated part of the reason Fort Collins is such an amazing place to live is that the community is allowed to actively participate in how decisions are made. Her experience with the remote technology to this point has not been positive and she requested any future decision about essential items will also take into consideration the ability for people to participate.

Amber Lane stated there are issues with people being able to access the meetings remotely, and the meetings are not available in Spanish or closed caption.

Councilmember Cunniff commended the changes made by the City Attorney but expressed concern about Section 8. He asked what other option might be provided to ensure property rights are respected in this process, particularly with appeals, if this section were not included. City Attorney Daggett replied the benefit of Section 8 is that it allows for action that will not take an extended period of time to be completed; however, an alternative for appeals would be for Council to choose to allow an individual to file an action in court instead of an appeal, which would ultimately be that party’s next step after an appeal to Council if the party was not satisfied.

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

City Attorney Daggett outlined the changes made to the language in Ordinance No. 061, 2020.

Mayor Pro Tem Stephens made a motion, seconded by Councilmember Cunniff, to adopt Ordinance No. 061, 2020, on Second Reading, as amended, to include the changes read by the City Attorney, but not including Section 10.

Mayor Pro Tem Stephens stated Section 10 puts undue burden on appellants and applicants to go into a court system and stated she would prefer to address appeals remotely as necessary.

Councilmember Cunniff agreed it is better for Council to be the decisionmaker on such appeals; however, he expressed concern that Section 8 is too broadly written. Appeals may be able to be accommodated as orders are lifted without having to resort to either of these options.

Councilmember Cunniff made a motion, seconded by Councilmember Gutowsky, to amend the motion to remove Section 8 from the proposed Ordinance and renumber sections as necessary.

City Attorney Daggett clarified this does not change Council’s authority to move forward in the manner it normally would; it only addresses situations in which Council would conduct hearings and meetings using remote technology.
Mayor Troxell asked if Section 8 would be in the form of an ordinance requiring two votes or would be a single vote. City Attorney Daggett replied it is written such that Section 8 would only require Council to do one vote on a motion. This would allow Council to move more quickly than with a typical ordinance and necessary notice requirements.

Mayor Troxell stated he would have preferred the inclusion of Section 10 in order to provide some level of certainty of process. He would not support the amendment to remove Section 8.

Councilmember Summers concurred with the Mayor's comments relative to Section 8 and stated a simple majority vote could be changed to a super majority vote if necessary.

Councilmember Pignataro asked if there is an estimate of the types of quasi-judicial matters left after zonings, rezonings, and the other items are removed. City Attorney Daggett replied the percentage of quasi-judicial hearings that are appeals is fairly low. Tom Leeson, Community Development and Neighborhood Services Director, replied the number of appeals is very low, typically one to two per year. There are quite a few more zoning and rezoning items, a number of which are on agendas waiting for the ability to move forward. There are also usually only three or four additions of permitted use applications per year.

Councilmember Pignataro stated she would support the amendment given its broad nature.

Mayor Pro Tem Stephens stated there needs to be some mechanism to allow pressing issues to be addressed.

Councilmember Cunniff supported Councilmember Summers' suggestion of requiring a super majority vote of five Councilmembers.

Councilmembers Cunniff and Gutowsky withdrew the motion to amend.

Councilmember Cunniff made a motion, seconded by Councilmember Summers, to amend the motion to replace the language related to majority vote with language related to an affirmative vote of five or more members on a motion in Section 8.

Councilmember Pignataro supported the amendment as a compromise, but she will have a number of questions should the process actually be used.

Councilmembers Summers and Gutowsky stated they would support the motion.

Mayor Pro Tem Stephens stated she would support the motion noting it is important to have a mechanism by which important issues can be addressed in a timely fashion.

Councilmember Gorgol stated she would support the amendment and motion.

Mayor Troxell stated he would support the amendment and motion as well.
RESULT: ORDINANCE NO. 061, 2020, ADOPTED AS AMENDED ON SECOND READING [UNANIMOUS]
MOVER: Kristin Stephens, District 4
SECONDER: Ross Cunniff, District 5
AYES: Pignataro, Gorgol, Gutowsky, Summers, Stephens, Troxell, Cunniff

● OTHER BUSINESS

Councilmember Summers commended the new digital platform and stated the public should be encouraged with the options for public participation.

Mayor Pro Tem Stephens asked about translation opportunities for the remote participation. Tyler Marr, Project and Policy Manager, replied staff is actively working on getting Spanish translation and interpretation options for Zoom.

Mayor Troxell commented on the benefits of conducting business remotely and discussed the ways in which Connexion is working with Poudre School District to provide connectivity to neighborhoods that may not already have broadband.

A. Motion to Adjourn the Council meeting to conduct the Electric Utility Enterprise Board Meeting.

Mayor Pro Tem Stephens made a motion, seconded by Councilmember Gutowsky, to adjourn the City Council meeting to conduct the Electric Utility Enterprise Board meeting and then return to the regular City Council meeting.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Kristin Stephens, District 4
SECONDER: Susan Gutowsky, District 1
AYES: Pignataro, Gorgol, Gutowsky, Summers, Stephens, Troxell, Cunniff

(Council adjourned at this point in the meeting and held the Electric Utility Enterprise Board meeting, then returned to the Regular Council Meeting.)

● ADJOURNMENT

A. Consideration of a motion to adjourn to 6:00 p.m., Tuesday, April 28, 2020.

Mayor Pro Tem Stephens made a motion, seconded by Councilmember Gutowsky, that Council adjourn this meeting to 6:00 p.m., on Tuesday April 28, 2020, for consideration of a possible executive session and for such other business as may come before the Council.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Kristin Stephens, District 4
SECONDER: Susan Gutowsky, District 1
AYES: Pignataro, Gorgol, Gutowsky, Summers, Stephens, Troxell, Cunniff
The meeting adjourned at 9:14 PM.

______________________________
Mayor

ATTEST:

______________________________
City Clerk
CALL MEETING TO ORDER

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

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

1. Consideration of a motion to enter into executive session.

Mayor Pro Tem Stephens made a motion, seconded by Councilmember Gutowsky, that the City Council go into executive session, as permitted under Article II Section Eleven (1) of the City Charter, Section 2-31(a)(1)a. of the City Code and Colorado Revised Statutes Section 24-6-402(4)(f)(I), for the purpose of evaluating and discussing finalists for the Chief Judge position.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Kristin Stephens, District 4
SECONDER: Susan Gutowsky, District 1
AYES: Pignataro, Gorgol, Gutowsky, Summers, Stephens, Troxell, Cunniff

(Council went into executive session at this time and returned at 7:35 p.m.)

3. Resolution 2020-039 Authorizing Two Members of the City Council to Discuss with City Staff or the Named Finalist the Terms and Conditions of an Employment Agreement for the Chief Judge Position and Amending the Schedule Adopted in Resolution 2020-035 Regarding the Recruitment and Selection of a Chief Judge. (Adopted)

The purpose of this item is to authorize two members of the Council to discuss with City staff or the person named the terms and conditions of employment for the Chief Judge position and to amend the schedule adopted in Resolution 2020-035 regarding the recruitment and selection of a Chief Judge to allow the City Council, City staff, the executive recruiter and the identified candidate additional time, if needed, to negotiate an employment agreement.

Motion language to complete proposed resolution:

“I move that Council appoint ______________ and __________________ to review and discuss contract terms and conditions with ______________ [the selected finalist].”

Mayor Pro Tem Stephens made a motion, seconded by Councilmember Gorgol, to adopt Resolution 2020-039, naming Jill Heuser as the top finalist for the Chief Judge position.

Councilmember Cunniff thanked all the Chief Judge candidates and community members and staff who participated during the process. Jill Heuser will serve the City well in the Chief Judge position.

Mayor Pro Tem Stephens thanked the candidates and supported contract negotiations with Jill Heuser.

Councilmember Gutowsky thanked the candidates for their time.
Mayor Troxell commended the candidates and expressed full support for the finalist.

Mayor Pro Tem Stephens commented on the unusual remote interview process and thanked those who participated in community and public forums. She stated Jill Heuser has compassion, experience, and judicial temperament.

Mayor Troxell thanked Councilmembers for their participation and thoughtful approach to the process.

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>RESOLUTION 202-039 ADOPTED [UNANIMOUS]</th>
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<tbody>
<tr>
<td>MOVER:</td>
<td>Kristin Stephens, District 4</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Emily Gorgol, District 6</td>
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<tr>
<td>AYES:</td>
<td>Pignataro, Gorgol, Gutowsky, Summers, Stephens, Troxell, Cunniff</td>
</tr>
</tbody>
</table>

● ADJOURNMENT

The meeting adjourned at 7:48 PM.

______________________________
Mayor

ATTEST:

________________________________
City Clerk
AGENDA ITEM SUMMARY
City Council

May 19, 2020

STAFF
Pete Wray, Senior City Planner
Brad Yatabe, Legal

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

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

This item meets the following COVID-19 emergency priorities for being on the Council agenda:
• This item is on Second Reading.
• This item is required to comply with federal or state legal or other requirements.

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

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

ATTACHMENTS
1. First Reading Agenda Item Summary, February 4, 2020 (w/o attachments) (PDF)
2. Ordinance No. 027, 2020 (PDF)
AGENDA ITEM SUMMARY
City Council

February 4, 2020

STAFF

Pete Wray, Senior City Planner
Brad Yatabe, Legal

SUBJECT

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

EXECUTIVE SUMMARY

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

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

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

The requested zoning for this annexation is the Residential Foothills (R-F) Zone District, which conforms to the larger surrounding area of existing light industrial businesses, including the City Water Treatment Plant and Solar Farm.

The surrounding land uses are as follows:

<table>
<thead>
<tr>
<th>Zoning</th>
<th>Land Use</th>
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<tbody>
<tr>
<td>N</td>
<td>Residential Foothills (RF)</td>
</tr>
<tr>
<td>S</td>
<td>Residential Foothills (RF)</td>
</tr>
<tr>
<td>E</td>
<td>County FA1 - Farming Zone District</td>
</tr>
<tr>
<td>W</td>
<td>Residential Foothills (RF)</td>
</tr>
</tbody>
</table>
Zoning

The proposed zoning for this annexation is the Residential Foothills (R-F) Zone District, which is consistent with the City of Fort Collins Structure Plan and matches the adjacent zoning for the Water Treatment Plant. The Structure Plan identifies a “Campus District” place type for this area. The Land Use Code describes the Residential Foothills Zone District as follows:

“Purpose. The Residential Foothills District designation is for low density residential areas located near the foothills.”

Additionally, staff recommends that the subject property be included in the Residential Neighborhood Sign District, which was established for regulating signs for non-residential uses in predominantly residential settings.

CITY FINANCIAL IMPACTS

No direct financial impacts result of the proposed zoning.

BOARD / COMMISSION RECOMMENDATION

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

PUBLIC OUTREACH

All required mailings and postings per Section 2.9 (Amending the Zoning Map) and 2.12 (Annexation of Land) of the Land Use Code have been followed.

ATTACHMENTS

1. Zoning Map (PDF)
ORDINANCE NO. 027, 2020
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING THE ZONING MAP OF THE CITY OF FORT COLLINS
AND CLASSIFYING FOR ZONING PURPOSES THE PROPERTY INCLUDED
IN THE SOLDIER CANYON PUMP STATION ANNEXATION TO THE
CITY OF FORT COLLINS, COLORADO, AND APPROVING CORRESPONDING
CHANGES TO THE RESIDENTIAL NEIGHBORHOOD SIGN DISTRICT MAP

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

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

WHEREAS, pursuant to Land Use Code Section 2.9.2, the City Planning and Zoning
Board, at its meeting on December 19, 2019, unanimously recommended zoning the property to
be known as the Soldier Canyon Pump Station Annexation (the “Property”) as more particularly
described below as Residential Foothills (“R-F”), and determined that the proposed zoning is
consistent with the City’s Comprehensive Plan; and

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

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

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

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

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

Section 2. That the Zoning Map of the City of Fort Collins adopted pursuant to Section
1.3.2 of the Land Use Code of the City of Fort Collins is hereby changed and amended by including
in the Residential Foothills (“R-F”) Zone District the Property more particularly described as:

A parcel of land, located in the Northwest Quarter (NW1/4) of Section Eight (8), Township
Seven North (T.7N.), Range Sixty-nine West (R.69W.) of the Sixth Principal Meridian (6th
P.M.), County of Larimer, State of Colorado and being more particularly described as follows:
COMMENCING at the Northeast corner of the Water Treatment Facility Annexation No. 4 recorded March 7, 2018 as Reception No. 20180013461 of the Records of Larimer County and assuming the East line of said Water Treatment Facility Annexation No. 4 as bearing South 11°53’09” East a distance of 1000.96 feet with all other bearings contained herein relative thereto;

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

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

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

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

Section 4. That the City Manager is hereby authorized and directed to amend said Zoning Map in accordance with this Ordinance.

Introduced, considered favorably on first reading, and ordered published this 4th day of February, A.D. 2020, and to be presented for final passage on the 19th day of May, A.D. 2020.

__________________________________
Mayor

ATTEST:

_______________________________
City Clerk
Passed and adopted on final reading on the 19th day of May, A.D. 2020.

__________________________________
Mayor

__________________________________
City Clerk
AGENDA ITEM SUMMARY
City Council

May 19, 2020

STAFF
Pete Wray, Senior City Planner
Brad Yatabe, Legal

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

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

This item meets the following COVID-19 emergency priorities for being on the Council agenda:

- This item is on Second Reading.
- This item is required to comply with federal or state legal or other requirements.

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

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

ATTACHMENTS

1. First Reading Agenda Item Summary, February 4, 2020 (w/o attachments) (PDF)
2. Ordinance No. 029, 2020 (PDF)
AGENDA ITEM SUMMARY
City Council

February 4, 2020

STAFF

Pete Wray, Senior City Planner
Brad Yatabe, Legal

SUBJECT

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

EXECUTIVE SUMMARY

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

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

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

The requested zoning for this annexation is the Industrial (I) Zone District, which conforms to the larger surrounding area of existing industrial businesses and single-family residential homes.

The surrounding land uses are as follows:

<table>
<thead>
<tr>
<th>Zoning</th>
<th>Land Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>N</td>
<td>County I (Industrial)</td>
</tr>
<tr>
<td>S</td>
<td>County I (Industrial)</td>
</tr>
<tr>
<td>E</td>
<td>City Low Density Mixed-Use Residential (LMN)</td>
</tr>
<tr>
<td>W</td>
<td>County I (Industrial)</td>
</tr>
</tbody>
</table>

Existing industrial

North Timberline Road right-of-way

Existing industrial
East Mulberry Corridor Plan

The tract of land is located within the East Mulberry Corridor Plan, adopted in 2002, which covers an area of approximately 3.5 square miles of along both sides of East Mulberry Street between Riverside Drive and I-25 in Fort Collins and Larimer County, within the Growth Management Area. The Plan states:

“The Industrial District is intended to provide a location for a variety of work processes and workplaces such as manufacturing, warehousing and distributing, indoor and outdoor storage, and a wide range of commercial and industrial operations. The Industrial District also accommodates complementary and supporting uses such as convenience shopping, childcare centers and housing.”

According to the East Corridor Plan Land Use Map, the subject tract of land should be placed into the Industrial Zone District. The proposed zoning, industrial (I), complies with the subarea plan.

Zoning

The proposed zoning for this annexation is the Industrial (I) Zone District. The City of Fort Collins Land Use Code describes this zone district as follows:

“Purpose. The Industrial District is intended to provide a location for a variety of work processes and workplaces such as manufacturing, warehousing and distributing, indoor and outdoor storage, and a wide range of commercial and industrial operations. The Industrial District also accommodates complementary and supporting uses such as convenience shopping, childcare centers and housing. While these Districts will be linked to the City’s transportation system for multiple modes of travel, some may emphasize efficient commercial trucking and rail traffic as needed. Industrial and manufacturing processes used in this District may, by necessity, be characteristically incompatible with residential uses.”

Additionally, staff recommends that the subject property be included in the Residential Neighborhood Sign District, which was established for regulating signs for non-residential uses in predominantly residential settings.

CITY FINANCIAL IMPACTS

No direct financial impacts result of the proposed zoning.

BOARD / COMMISSION RECOMMENDATION

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

PUBLIC OUTREACH

All required mailings and postings per Section 2.9 (Amending the Zoning Map) and 2.12 (Annexation of Land) of the Land Use Code have been followed.

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

ATTACHMENTS

1. Annexation Sequence Map (PDF)
2. Zoning Map (PDF)
ORDINANCE NO. 029, 2020
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING THE ZONING MAP OF THE CITY OF FORT COLLINS
AND CLASSIFYING FOR ZONING PURPOSES THE PROPERTY INCLUDED
IN THE TIMBERLINE-INTERNATIONAL ANNEXATION NO. 1 TO THE CITY OF FORT COLLINS, COLORADO, AND APPROVING CORRESPONDING CHANGES TO THE RESIDENTIAL NEIGHBORHOOD SIGN DISTRICT MAP

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

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

WHEREAS, pursuant to Land Use Code Section 2.9.2, the City Planning and Zoning Board, at its meeting on December 19, 2019, unanimously recommended zoning the property to be known as the Timberline-International Annexation No. 1 (the “Property”) as more particularly described below as Industrial (“I”), and determined that the proposed zoning is consistent with the City’s Comprehensive Plan; and

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

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

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

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

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

Section 2. That the Zoning Map of the City of Fort Collins adopted pursuant to Section 1.3.2 of the Land Use Code of the City of Fort Collins is hereby changed and amended by including in the Industrial (“I”) Zone District the Property more particularly described as:

That portion of Section 8, Township 7 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado being more particularly described as follows:
Considering the East line of the Northwest Quarter of said Section 8 as bearing North 00°00'45" East and with all bearings contained herein relative thereto:

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

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

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

Section 4. That the City Manager is hereby authorized and directed to amend said Zoning Map in accordance with this Ordinance.

Introduced, considered favorably on first reading, and ordered published this 4th day of February, A.D. 2020, and to be presented for final passage on the 19th day of May, A.D. 2020.

______________________________
Mayor

ATTEST:

______________________________
City Clerk
Passed and adopted on final reading on the 19th day of May, A.D. 2020.

______________________________
Mayor

______________________________
City Clerk
AGENDA ITEM SUMMARY
City Council

STAFF

Pete Wray, Senior City Planner
Brad Yatabe, Legal

SUBJECT

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

EXECUTIVE SUMMARY

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

This item meets the following COVID-19 emergency priorities for being on the Council agenda:

- This item is on Second Reading.
- This item is required to comply with federal or state legal or other requirements.

This Ordinance, unanimously adopted on First Reading on February 4, 2020, zones the property included in the second of three sequential annexations, known as the Timberline-International Annexation No. 2. Timberline-International Annexation No. 2 is located northeast of the North Timberline Road and International Boulevard intersection. The proposed zoning for this annexation is Industrial (I). The surrounding properties are existing industrial land uses currently zoned I-Industrial Zoning District (in Larimer County) to the north, south and west. The abutting City limit to the east is zoned Low Density Mixed-Use Neighborhood (L-M-N) and consists of North Timberline Road right-of-way. Staff also recommends placement into the Residential Neighborhood Sign District.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

ATTACHMENTS

1. First Reading Agenda Item Summary, February 4, 2020 (w/o attachments) (PDF)
2. Ordinance No. 031, 2020 (PDF)
AGENDA ITEM SUMMARY
City Council
February 4, 2020

STAFF

Pete Wray, Senior City Planner
Brad Yatabe, Legal

SUBJECT

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

EXECUTIVE SUMMARY

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

The purpose of this item is to apply zoning to the property included in the second of three sequential annexations, known as the Timberline-International Annexation No. 2. Timberline-International Annexation No. 2 is located northeast of the North Timberline Road and International Boulevard intersection. The proposed zoning for this annexation is Industrial (I). The surrounding properties are existing industrial land uses currently zoned I-Industrial Zoning District (in Larimer County) to the north, south and west. The abutting City limit to the east is zoned Low Density Mixed-Use Neighborhood (L-M-N) and consists of North Timberline Road right-of-way. Staff also recommends placement into the Residential Neighborhood Sign District.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

The requested zoning for this annexation is the Industrial (I) Zone District, which conforms to the larger surrounding area of existing industrial businesses and single-family residential homes.

The surrounding land uses are as follows:

<table>
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<th>Zoning</th>
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<tr>
<td>N County I</td>
<td>Existing industrial</td>
</tr>
<tr>
<td>S County I</td>
<td>Existing industrial</td>
</tr>
<tr>
<td>E City LDM</td>
<td>North Timberline Road right-of-way</td>
</tr>
<tr>
<td>W County I</td>
<td>Existing industrial</td>
</tr>
</tbody>
</table>
East Mulberry Corridor Plan

The tract of land is located within the East Mulberry Corridor Plan, adopted in 2002, which covers an area of approximately 3.5 square miles of along both sides of East Mulberry Street between Riverside Drive and I-25 in Fort Collins and Larimer County, within the Growth Management Area. The Plan states:

“The Industrial District is intended to provide a location for a variety of work processes and workplaces such as manufacturing, warehousing and distributing, indoor and outdoor storage, and a wide range of commercial and industrial operations. The Industrial District also accommodates complementary and supporting uses such as convenience shopping, childcare centers and housing.”

According to the East Corridor Plan Land Use Map, the subject tract of land should be placed into the Industrial Zone District. The proposed zoning, Industrial (I), complies with the subarea plan.

Zoning

The proposed zoning for this annexation is the Industrial (I) Zone District. The City of Fort Collins Land Use Code describes this zone district as follows:

“Purpose. The Industrial District is intended to provide a location for a variety of work processes and workplaces such as manufacturing, warehousing and distributing, indoor and outdoor storage, and a wide range of commercial and industrial operations. The Industrial District also accommodates complementary and supporting uses such as convenience shopping, childcare centers and housing. While these Districts will be linked to the City’s transportation system for multiple modes of travel, some may emphasize efficient commercial trucking and rail traffic as needed. Industrial and manufacturing processes used in this District may, by necessity, be characteristically incompatible with residential uses.”

Additionally, staff recommends that the subject property be included in the Residential Neighborhood Sign District, which was established for regulating signs for non-residential uses in predominantly residential settings.

CITY FINANCIAL IMPACTS

No direct financial impacts result of the proposed zoning.

BOARD / COMMISSION RECOMMENDATION

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

PUBLIC OUTREACH

All required mailings and postings per Section 2.9 (Amending the Zoning Map) and 2.12 (Annexation of Land) of the Land Use Code have been followed.

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

ATTACHMENTS

1. Annexation No. 2 Sequence Map (PDF)
2. Zoning Map (PDF)
ORDINANCE NO. 031, 2020
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING THE ZONING MAP OF THE CITY OF FORT COLLINS AND
CLASSIFYING FOR ZONING PURPOSES THE PROPERTY INCLUDED IN THE
TIMBERLINE-INTERNATIONAL ANNEXATION NO. 2 TO THE CITY OF FORT
COLLINS, COLORADO, AND APPROVING CORRESPONDING CHANGES TO
THE RESIDENTIAL NEIGHBORHOOD SIGN DISTRICT MAP

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

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

WHEREAS, pursuant to Land Use Code Section 2.9.2, the City Planning and Zoning
Board, at its meeting on December 29, 2019, unanimously recommended zoning the property to
be known as the Timberline-International Annexation No. 2 (the “Property”) as more particularly
described below as Industrial (“I”), and determined that the proposed zoning is consistent with the
City’s Comprehensive Plan; and

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

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

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

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

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

Section 2. That the Zoning Map of the City of Fort Collins adopted pursuant to Section
1.3.2 of the Land Use Code of the City of Fort Collins is hereby changed and amended by including
in the Industrial (“I”) Zone District the Property more particularly described as:

That portion of Section 8, Township 7 North, Range 68 West of the 6th P.M., County of
Larimer, State of Colorado being more particularly described as follows:
Considering the East line of the Northwest Quarter of said Section 8 as bearing North 00°00'45" East and with all bearings contained herein relative thereto:

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

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

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

Section 4. That the City Manager is hereby authorized and directed to amend said Zoning Map in accordance with this Ordinance.

Introduced, considered favorably on first reading, and ordered published this 4th day of February, A.D. 2020, and to be presented for final passage on the 19th day of May, A.D. 2020.

__________________________________
Mayor

ATTEST:

_______________________________
City Clerk

Passed and adopted on final reading on the 19th day of May, A.D. 2020.

__________________________________
Mayor

ATTEST:

_______________________________
City Clerk
AGENDA ITEM SUMMARY
City Council

May 19, 2020

STAFF

Pete Wray, Senior City Planner
Brad Yatabe, Legal

SUBJECT

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

EXECUTIVE SUMMARY

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

This item meets the following COVID-19 emergency priorities for being on the Council agenda:

- This item is on Second Reading.
- This item is required to comply with federal or state legal or other requirements.

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

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

ATTACHMENTS

1. First Reading Agenda Item Summary, February 4, 2020 (w/o attachments) (PDF)
2. Ordinance No. 033, 2020 (PDF)
AGENDA ITEM SUMMARY
City Council

February 4, 2020

STAFF

Pete Wray, Senior City Planner
Brad Yatabe, Legal

SUBJECT

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

EXECUTIVE SUMMARY

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

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

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

The requested zoning for this annexation is the Industrial (I) Zone District, which conforms to the larger surrounding area of existing industrial businesses and single-family residential homes.

The surrounding land uses are as follows:

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<th>Zoning</th>
<th>Land Use</th>
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<tbody>
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<td>N</td>
<td>County I (Industrial)</td>
</tr>
<tr>
<td>S</td>
<td>County I</td>
</tr>
<tr>
<td>E</td>
<td>City Low Density Mixed-Use Residential (LMN)</td>
</tr>
<tr>
<td>W</td>
<td>County I</td>
</tr>
</tbody>
</table>

Existing industrial
East Mulberry Corridor Plan

The tract of land is located within the East Mulberry Corridor Plan, adopted in 2002, which covers an area of approximately 3.5 square miles of along both sides of East Mulberry Street between Riverside Drive and I-25 in Fort Collins and Larimer County within the Growth Management Area. The Plan states:

“*The Industrial District is intended to provide a location for a variety of work processes and workplaces such as manufacturing, warehousing and distributing, indoor and outdoor storage, and a wide range of commercial and industrial operations. The Industrial District also accommodates complementary and supporting uses such as convenience shopping, childcare centers and housing.*”

According to the East Corridor Plan Land Use Map, the subject tract of land should be placed into the Industrial zone district. The proposed zoning, Industrial (I), complies with the subarea plan.

**Zoning**

The proposed zoning for this annexation is the Industrial (I) Zone District. The City of Fort Collins Land Use Code describes this zone district as follows:

*“Purpose. The Industrial District is intended to provide a location for a variety of work processes and workplaces such as manufacturing, warehousing and distributing, indoor and outdoor storage, and a wide range of commercial and industrial operations. The Industrial District also accommodates complementary and supporting uses such as convenience shopping, childcare centers and housing. While these Districts will be linked to the City’s transportation system for multiple modes of travel, some may emphasize efficient commercial trucking and rail traffic as needed. Industrial and manufacturing processes used in this District may, by necessity, be characteristically incompatible with residential uses.”*

Additionally, staff recommends that the subject property be included in the Residential Neighborhood Sign District, which was established for regulating signs for non-residential uses in predominantly residential settings.

**CITY FINANCIAL IMPACTS**

No direct financial impacts result of the proposed zoning.

**BOARD / COMMISSION RECOMMENDATION**

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

**PUBLIC OUTREACH**

All required mailings and postings per Section 2.9 (Amending the Zoning Map) and 2.12 (Annexation of Land) of the Land Use Code have been followed.

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

**ATTACHMENTS**

1. Annexation No. 3 Sequence Map (PDF)
2. Zoning Map (PDF)
ORDINANCE NO. 033, 2020
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING THE ZONING MAP OF THE CITY OF FORT COLLINS
AND CLASSIFYING FOR ZONING PURPOSES THE PROPERTY INCLUDED IN
THE TIMBERLINE-INTERNATIONAL ANNEXATION NO. 3 TO THE CITY OF FORT
COLLINS, COLORADO, AND APPROVING CORRESPONDING CHANGES TO
THE RESIDENTIAL NEIGHBORHOOD SIGN DISTRICT MAP

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

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

WHEREAS, pursuant to Land Use Code Section 2.9.2, the City Planning and Zoning
Board, at its meeting on December 19, 2019, unanimously recommended zoning the property to
be known as the Timberline-International Annexation No. 3 (the “Property”) as more particularly
described below as Industrial (“I”), and determined that the proposed zoning is consistent with the
City’s Comprehensive Plan; and

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

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

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

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

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

Section 2. That the Zoning Map of the City of Fort Collins adopted pursuant to Section
1.3.2 of the Land Use Code of the City of Fort Collins is hereby changed and amended by including
in the Industrial (“I”) Zone District the Property more particularly described as:

That portion of Section 8, Township 7 North, Range 68 West of the 6th P.M., County of
Larimer, State of Colorado being more particularly described as follows:
Considering the East line of the Northwest Quarter of said Section 8 as bearing North 00°00'45" East and with all bearings contained herein relative thereto:

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

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

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

Section 4. That the City Manager is hereby authorized and directed to amend said Zoning Map in accordance with this Ordinance.

Introduced, considered favorably on first reading, and ordered published this 4th day of February, A.D. 2020, and to be presented for final passage on the 19th day of May, A.D. 2020.

Mayor

ATTEST:

_______________________________
City Clerk
Passed and adopted on final reading on the 19th day of May, A.D. 2020.

ATTEST:

Mayor

City Clerk
AGENDA ITEM SUMMARY
May 19, 2020

STAFF
Cameron Gloss, Planning Manager
Brad Yatabe, Legal

SUBJECT

EXECUTIVE SUMMARY
Given the anticipated length of the Hughes Stadium Site Second Reading item, the continued high level of community interest in the Harmony Corridor Plan amendments and potential for considerable Council hearing discussion, staff is requesting that the item be considered at the June 16th hearing. Impacted property owners have indicated that they have no objection to the item being moved to June 16, 2020.

This Ordinance, adopted on First Reading on March 3, 2020, by a vote of 4-2 (Nays: Summers, Troxell; Gorgol absent) amends the Harmony Corridor Plan and the Harmony Corridor Standards and Guidelines by adopting revised Plan policies, standards and guidelines pertaining to the “gateway” area located west of I-25.

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

BACKGROUND / DISCUSSION
During the Council discussion at First Reading of the Ordinance, some Councilmembers discussed the possibility of the staff and the major “Gateway” area property owner continuing a dialogue about land conservation strategies. No additional discussions with the major property owner have taken place since the time of the hearing on March 3.

ATTACHMENTS
1. First Reading Agenda Item Summary, March 3, 2020 (w/o attachments) (PDF)
2. Ordinance. No. 044, 2020 (PDF)
AGENDA ITEM SUMMARY
City Council

AGENDA ITEM SUMMARY                   March 3, 2020
City Council

STAFF
Cameron Gloss, Planning Manager
Brad Yatabe, Legal

SUBJECT
First Reading of Ordinance No. 044, 2020, Updating the Harmony Corridor Plan for the Gateway Area and the Harmony Corridor Standards and Guidelines.

EXECUTIVE SUMMARY
The purpose of this item is to consider a request to amend the Harmony Corridor Plan and the Harmony Corridor Standards and Guidelines by adopting revised Plan policies, standards and guidelines pertaining to the ‘gateway’ area located west of I-25.

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

BACKGROUND / DISCUSSION

A. PROJECT DESCRIPTION

This is a staff-proposed update of the Harmony Corridor Plan, a policy plan, and the Harmony Corridor Standards and Guidelines, a document that sets forth binding development standards. The Harmony Corridor Plan and the Harmony Corridor Standards and Guidelines were originally adopted in 1991 and have been amended from time to time, most recently in 2006. The changes revise Plan policies and development standards and guidelines pertaining to the gateway area located west of the intersection of Harmony Road and I-25 and extending north and south of Harmony Road (“Gateway” or “Gateway Area”). The proposed vision reflects a shift in general direction regarding the type of development to occur in the developable portions of the area: away from low-intensity, non-retail employment uses, toward a mixed-use, multi-story pedestrian district that could take better advantage of multi-modal transportation improvements planned for Harmony Road and I-25.

While this proposed vision reflects a shift in the basic concept for the mix of uses, three other aspects are consistent with the City’s existing vision for the area: first, a focus on the overall landscape treatment to highlight the river valley setting; second, an approach to development character that is different from typical commercial highway interchanges; and lastly, attention to the mix of uses, and private and public improvements that will match the desire for an inviting, attractive Fort Collins entry that provides a degree of community separation from the adjacent Town of Timnath.

The requested Harmony Corridor Plan amendments include three components:

- Harmony Corridor Plan Chapter 3 that updates the general policies pertaining to the entire Harmony Corridor. Revised Chapter 3 is Attachment 1 with deletions struck through and additions highlighted;
- Harmony Corridor Plan Chapter 5 that updates policies and design strategy specifically for the Gateway, revised Chapter 5 is attached to the Ordinance because the revisions are extensive and the strike-through/highlight format was not feasible; and
• New Harmony Corridor Standards and Guidelines Section V for the Gateway, Section V is attached to the Ordinance and this is an entirely new section.

B. GATEWAY AREA CHARACTERISTICS

1. Current Conditions

Commercial Uses. Four visually prominent commercial uses have been developed under County zoning adjacent to the west side of the interchange, which substantially affect the image of the area as a gateway to the city. These include a gas station, cell tower, and landscape nursery business on the south side of Harmony Road, and a vehicular-oriented commercial building with outdoor storage on the north side. Across I-25 to the east, the Town of Timnath has developed a regional shopping area anchored by WalMart and Costco.

Residential Uses. In 2018, a 368 unit-apartment complex (The Wyatt) was constructed on 23 acres at the southwest corner of Harmony and Strauss Cabin Roads. The development plan received a modification to the 25% secondary use limitations. One key attribute to the site design is the retention of the wetland at the corner of Harmony and Strauss Cabin and installation of cottonwoods and other river landscaping within an expanded setback.

Public Uses. The City of Fort Collins Arapaho Bend Natural Area located north of Harmony Road and east of Strauss Cabin Road, encompasses almost 50% of the land area within the Gateway. A state-owned Park-n-Ride facility operated by the City of Fort Collins and officially known as the Harmony Transportation Transfer Center lies north of Harmony Road, ¼ mile west of the interchange.

2. Zoning and Land Use Adjacent to the Gateway

<table>
<thead>
<tr>
<th>North</th>
<th>South</th>
<th>East</th>
<th>West</th>
</tr>
</thead>
<tbody>
<tr>
<td>Zoning</td>
<td>County FA-1 - Farming</td>
<td>RUL (Rural Open Lands)</td>
<td>I-25; Town of Timnath Regional Commercial</td>
</tr>
<tr>
<td>Land Use</td>
<td>Single-family residential; City-owned conservation area</td>
<td>Vacant; some delineated wetland resources.</td>
<td>Large format and in-line retail</td>
</tr>
</tbody>
</table>

C. SUMMARY OF APPLICABLE ADOPTED PLANS AND POLICIES

1. Existing 1991 Harmony Corridor Plan

The Harmony Corridor Plan (The Plan) was adopted in 1991, for the Harmony Road corridor from College Avenue to I-25. It includes the Gateway within its land use designation of “Basic Industrial Non-Retail Employment”, which covers a majority of the corridor. This designation emphasizes office, institutional, light industrial and other similar employment development, and also allows for some limited supporting commercial and residential uses. There were amendments to the Plan in 2006 impacting the use of some properties, including the Front Range Village shopping center site, yet there were no substantive changes related to the Gateway.

The Plan also contains a special chapter (Chapter 5) highlighting the Gateway differently from the rest of the Harmony Corridor, due to the exceptional significance of the I-25 interchange entrance to Fort Collins, combined with the Cache La Poudre River valley setting.

In effect, the existing Gateway Area chapter suggested that special tailoring of the underlying employment-based land use designation was needed; however, it did not establish a vision or specific strategy for the area over time. Instead, it explained issues that needed significant follow-up work. It also described “Alternative Gateway Area Planning.”
Concepts", ranging from typical highway interchange commercial development to public purchase for open space. It concluded that:
“Additional work is required to develop a strategy for shaping the future of this important segment of the community.”

It also stated that the starting point for additional work was to be the concept of a gateway entrance integrating high-quality development with the natural characteristics of the existing landscape.

As the general ideas of the original Plan were explored further in subsequent years, they were clarified into concepts for a community edge tapering down in development intensity, with the river valley floodplain corridor helping to preserve the separate identities of Fort Collins and Timnath through ‘community separators’, and providing scenic, recreational, educational, habitat, and water management functions. The concepts include limited development that would be integrated and unobtrusive in the landscape, with low, horizontal buildings blended into river valley landscaping, with low-intensity development activity consisting mostly of employment uses.

With recent development of a large, multi-phased commercial center (Walmart/Costco/restaurants INLINE commercial), the community separator concept has been lost east of I-25 in the Town of Timnath; however, there are design elements supporting preservation of the Poudre River Valley landscape that continue to have validity west of I-25 and that can provide a degree to community separation from Timnath.

D. IMPETUS FOR PLAN AMENDMENT

The existing 1991 Plan called for additional work to set a strategy for the Gateway Area. The proposed Plan update would:

- Reflect 29 years of additional work, changed conditions, and new information since the original Plan.
- Reflect aspects of the City Plan Update (2019) regarding compact, mixed-use pedestrian-oriented development responsive to the needs of employers and the need to improve the linkage between land use patterns and transportation/transit investment.

Following are some key changes and new information since 1991:

- Since then, the City’s Growth Management Area has expanded approximately three miles further south along I-25.
- City Natural Area Purchases. The portion of the Gateway Area north of Harmony Road was purchased as a City Natural Area (Arapaho Bend) in 1995. In a multi-year process (1997-2003), the City and Larimer County purchased the 843-acre Fossil Creek Reservoir Regional Open Space/Natural Area. Eagle View Natural Area was purchased immediately south of Kechter Road in 2002.
- Gravel Mining Completed, late 1990’s. Gravel mining operations were completed in the 265-acre portion of the area south of Harmony Road and east of Strauss Cabin Road, leaving a completely altered landscape with extensive open water in gravel pit ponds. These mining operations extended an additional half-mile south from the Gateway.
- City Natural Area Purchase Declined South of Harmony Road. Around 2004, the undeveloped, gravel-mined property south of Harmony Road was offered and considered for purchase as a City Natural Area, mainly for community separator and viewshed purposes. Wildlife habitat was not considered a significant purpose, due to the gravel-mined landscape. The City studied the opportunity, but declined to purchase the property, due to costs and liabilities of mining permit closeout, water augmentation, and site restoration, given numerous other higher priority demands on the Natural Areas Program. There have been subsequent discussions between area property owners and the Natural Areas program staff, yet the status remains the same.
• Existing Commercial Uses. Four visually prominent commercial uses have been developed under County zoning adjacent to the interchange, which substantially affect the image of the area as a gateway to the city. These include a gas station, cell tower, and landscape nursery business on the south side of Harmony Road, and a vehicular oriented commercial building with outdoor storage on the north side. Larimer County approved a variance for the cell tower (2007) at the southwest corner of I-25 and Harmony Road over the objections of the City staff.

• Transportation Transfer Center (TTC, or Park-and-Ride) Facility Built. The Natural Areas Program sold land on the north side of Harmony Road for this use in the late 1990’s.

• City Structure Plan (1997). The original City Plan land use map (City Structure Plan) envisioned a low-intensity “soft edge” of the city in the Gateway District area, suggesting that development intensity would generally taper down to a fairly open river valley landscape.

• Two Community Separator Studies. Reports completed in 1999 and 2003 convened multiple jurisdictions, explored issues, and described opportunities for preserving distinct visual and physical separation and identity of Fort Collins, Timnath, and Windsor in and around the subject area.

  The 2003 Fort Collins-Timnath-Windsor Community Separator Study specifically identified a separator opportunity consisting of the Poudre River floodplain corridor, which forms a broad swath around all corners of the I-25/Harmony interchange. The separator studies generally described possible implementation actions, which would require increasing cooperation among regional cities and towns at their edges along I-25.

• I-25 Land Use Plans Completed. Plans adopted in 2001 (Northern Colorado Regional Plan) and 2003 (Fort Collins) for land fronting the I-25 Corridor. The Regional I-25 Plan called for a common I-25 development vision to be created by Northern Colorado communities, but only Berthoud, Windsor and Fort Collins adopted the Plan. The preferred land use pattern supported development concentrated in mixed-use ‘activity centers’ that support alternate modes of transportation, and that natural areas, open lands and views were protected that contribute to the open character of the corridor. Fort Collins also adopted its own subarea plan mirroring the regional effort and creating complementary design standards.

• Retail Development at Interchanges. During the last two decades, the retail industry has seen the evolution of “big box” superstores, power centers, lifestyle shopping centers, and mixed use “town center” developments, all creating increasingly regional market characteristics, typically wanting to locate at or near interstate interchanges. The retail evolution continues as a result of on-line purchase options.

• Major Interstate Development. Retail/commercial activity and competition for sales tax has changed rapidly, becoming fairly aggressive along I-25. The interstate has become a focus of annexations and development, with advocates of regional metropolitan development widely promoting I-25 as “Northern Colorado’s Main Street”.

  In 2003, the Larimer County Events Center and the Centerra Lifestyle Shopping Center opened, adding momentum to development pressures along I-25. A Super WalMart center was constructed in Timnath in 2009 on the northeast corner of the Harmony/I-25 interchange; the floodplain was filled; and the development was built directly against the interchange.

  Within the same timeframe, the entire east side of I-25, directly across from the Gateway Area, was re-planned by Timnath for Regional Commercial development, extending one mile southward from Harmony Road along I-25, thus significantly undermining Community Separator concepts for this area. Costco opened in 2014, with restaurants and freestanding retailers added since that time.

• Taller Buildings (2000’s). Taller buildings began to emerge along I-25 in Northern Colorado, with the 8-story Embassy Suites constructed next to the Larimer County Events Center and other 6-story buildings planned nearby.
• Ridgeline Development. Development has occurred and will continue along the top of the bluff, or river valley wall, immediately west of the Gateway Area, with highly visible buildings along the ridgeline. This diminishes the potential for long scenic vistas across the river valley to the mountains beyond, as a defining concept for the Gateway Area.

• Colorado Department of Transportation (CDOT) Highlights Harmony Road. A multi-year process spanning 2007-2010. CDOT undertook an Environmental Impact Statement (EIS) process from 2008-2010, evaluating alternative transportation scenarios for I-25 and related north-south transportation facilities between the Denver Metro area and North Front Range. The Harmony interchange is shown in the draft EIS as a significant hub for future bus transit on both I-25 and Harmony Road.

• In 2008, the Riverwalk Project (later renamed Nine Bridges) was proposed on 268 acres at the southwest quadrant of the Harmony interchange that included residential, commercial and employment uses with a channelized water feature/riverwalk passing through the property. The property was annexed after City Council approved a series of emergency ordinances to block Timnath’s annexation of the former Riverwalk site. The annexation issue was resolved through mediation. The development plan did not move forward, and the property was later sold.

As part of Riverwalk, and different land use proposals for the other privately-owned properties on the south side of Harmony Road, additional work in the area has included:

- gravel mine permit closeout under State statutes,
- consideration of City purchase of portions of the area for Natural Area and/or water utilities purposes,
- analysis of earthwork changes to reshape the floodplain under FEMA and City regulations,
- sewer, water, and other utility services investigation and planning, and
- consideration of various economic land use and development approaches.

• Bustang, CDOT’s interregional express bus service, began its north terminus in Fort Collins during 2016. The Harmony Transit Center becomes one of the area’s key pick-up and drop-off sites.

• The Wyatt Apartments (2018). A 368 unit-apartment complex was constructed on 23 acres at the southwest corner of Harmony and Strauss Cabin Roads. The development plan received a modification to the 25% secondary use limitations. One key attribute to the site design is the retention of the wetland at the corner of Harmony and Strauss Cabin and installation of cottonwoods and other river landscaping within an expanded setback.

• City Plan Update (April 2019). City Plan’s land use map (City Structure Plan) continues to designate the Gateway Area for Parks and Natural/Protected Lands north of Harmony (except for the State Lands parcel) and the balance as a Mixed Employment district. The long-range transportation plan calls for high-frequency transit along Harmony Road and designates the southwest corner of the interchange as an activity center. One of the short-term, high-priority implementation actions of the City Plan Update is to assess our land supply to ensure that land is available to support business needs and to create a more detailed vision for the community’s gateways.

• Larimer County denied a variance request in April 2019 for a freestanding electronic message center sign on the north side of Harmony Road, 1/8 mile west of I-25. The proposed sign would have been non-compliant with the proposed Design Standards and Guidelines.

E. PROPOSED HARMONY GATEWAY DISTRICT VISION

The changes, issues, and additional work noted above, have led to a more refined future vision of this area.

The proposed vision reflects a shift in general direction regarding the type of development to occur in the developable portions of the area: away from low-intensity, non-retail employment uses, toward a mixed-use,
multi-story pedestrian district that could take better advantage of transit planned for Harmony Road, the rest of the community, and I-25.

While this proposed vision reflects a shift in the basic concept for the mix of uses, three other aspects are consistent with the City’s existing vision for the area: first, a focus on the overall landscape treatment to highlight the river valley setting; second, an approach to development quality that is different from typical commercial highway interchanges; and lastly, attention to private and public improvements that will match the desire for an attractive Fort Collins entry.

The proposed vision would move the existing Plan forward to fulfillment of its call for additional work to set a strategy for the area. And finally, it would fit with numerous aspects of City Plan regarding integration of efficient land use, the environment and transportation choices, and investment in the community’s gateways.

The update to Chapter 5 of the Harmony Corridor Plan describes ten basic design elements that apply to future development and public investment and that are implemented through metrics contained within Standards and Guidelines:

1. **Naturalistic River Valley Landscape**
   Cottonwood groves, willows, and other native plantings will form the most dominant aspect of the area’s image as seen by users of Harmony Road and drivers on I-25. Under this approach, a naturalistic river valley landscape, instead of buildings and signs, becomes the primary view that’s experienced.

2. **Landsaped Setbacks Along Harmony and I-25 for Visual Image and Character**
   These newly landscaped areas along streets will be designed to screen parked vehicles and intentionally frame intermittent views of buildings and their signage as part of the image of buildings sited within a landscape.

3. **Unified Harmony Road Gateway Streetscape**
   In the Gateway Area, streetscape enhancements will be an extension of naturalistic landscaping in abutting land uses.

4. **Fort Collins Entryway Signs**
   A landscaped native stone sign wall or other complementary entry sign would reinforce the gateway impression and will be carefully considered, sited and designed considering relationships to similar initiatives at other City gateways. The Fort Collins entry sign would be installed on the north side of Harmony Road in a location readily visible to motorists.

5. **Habitat Protection and Mitigation**
   Riparian landscaping will contribute to a larger continuous corridor of riparian habitat in rural and open lands across the larger southeast edge of Fort Collins.

   City, State, and Federal regulations already govern impacts to existing habitat that would likely occur with development. They generally emphasize protection in place but also allow for alternative mitigation of losses if necessary.

   On the south side of Harmony Road where greater land use changes are expected, the changes will include habitat improvements to mitigate expected losses associated with filling ponds and future development.

6. **Regional Trail Corridor**
   A landscaped trail corridor thirty to fifty feet wide (or more) will run like a ribbon through the south side of Harmony road to assist in linking trails and Natural Areas to the north and beyond the Gateway toward the south-the Poudre River Trail in Arapaho Bend Natural Area on the north, and Fossil Creek Trail in Eagle View.

7. **Mobility Hub**
City Plan identifies the Harmony interchange area as a Mobility Hub recognizing its long-term potential to offer transfers, drop-offs, a station for bus rapid transit (BRT), intersecting multi-use trails, and regional bus transit in addition to its park-n-ride function.

8. Limitations on Commercial Signs
Commercial signs within the Gateway Area will be consistent with the Plan’s character elements as well as compliant with the City’s Sign Code. Proposed is a prohibition of Electronic Message Center (EMC) signs within the Gateway Area.

9. Stealth Wireless Telecommunication Facilities
New standards would prohibit conventional wireless and other telecommunication towers, unless in those cases where they are screened, roof-mounted equipment or are "stealth" installations located within church steeples, grain silos or other similar structures common to the area’s landscape.

10. Unique Land Use and Development Standards
Development Standards and Guidelines (discussed more fully in the following section) provide clear direction for future development:

- The intention is to promote a mixed-use activity center within the Gateway Area on the south side of Harmony. While retail uses are included, and visibility to traffic is important, the proposed vision does not include typical shopping center or commercial strip formats oriented to the highway. Retail uses would be well-integrated into a pedestrian-oriented development. ‘Big Box’ stores (50,000 square feet or greater in size) and drive-through restaurants would be prohibited uses. Under the proposal, the mix of uses would be limited to the following distribution:

<table>
<thead>
<tr>
<th>Use</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td>25% minimum</td>
</tr>
<tr>
<td>Retail and Commercial</td>
<td>50% maximum</td>
</tr>
<tr>
<td>Employment</td>
<td>25% minimum</td>
</tr>
</tbody>
</table>

- To maximize community separation and promote a more ‘open’ site character, a minimum of 40% of the Gateway Area on the south side of Harmony Road must be as an open, landscaped area with naturalistic plant materials and landforms. Land included within this landscaped area may include:

  - Landscaped setbacks from I-25 and Harmony Road
  - Designated floodways
  - Delineated natural habitat or features
  - Stormwater detention areas
  - Other landscaped areas with a minimum land area of 10,000 square feet and 30 feet in width at any location.

Landscaping within naturalistic areas is encouraged to be upsized to the extent reasonably feasible.

- An incentive to promote civic or cultural uses in the area south of Harmony Road is provided through an exemption of such uses from the Harmony Corridor land use limitations.

- Building heights limited to three stories for attached residential and five stories for commercial and mixed-use buildings. An exemption permits one additional story for commercial and mixed-use buildings if structured parking is provided.

- Beyond the visual image, development would reflect community goals regarding efficient, walkable development. The combination of image and other underlying qualities would define it as a gateway to the community as well as a destination in itself.

- Integration of a regional bicycle trail sited and designed to maximum the user experience.
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- A primary orientation to pedestrians and bicyclists would mutually support public transit planned for Harmony Road and I-25 and allow the Gateway Area to become less dependent on car traffic over time.

F. HARMONY GATEWAY DISTRICT STANDARDS AND GUIDELINES

The Harmony Corridor Plan is accompanied by a companion Standards and Guidelines document. This document supplements the already high standards found in the Land Use Code to specifically implement the Plan as development occurs over time. The document includes provisions for required actions known as “standards” (denoted +), and suggested actions which are known as “guidelines” (denoted o). This new section is added to the document, in conjunction with the Plan amendment, to address defining aspects of development including:

- Required Mix of Uses
- Continued Prohibition of Large Retail Establishments
- Framework of Streets, Drives, and Walkways
- Building Grouping and Orientation - Streets and Waterway
- Parking Located to Support the Pedestrian District
- Transit-Ready Design
- Building Character to Enhance the Pedestrian District
- Landscape Setbacks Along Harmony Road and I-25
- Landscaping for River Valley Character
- Trail Connections
- Commercial Sign Limitations

BOARD / COMMISSION RECOMMENDATION

Planning and Zoning Board

At its February 20, 2020 hearing, the Planning and Zoning Board approved a motion (4-2, Haefele and Schneider opposed) that City Council adopt the amendments to the Harmony Corridor Plan and Harmony Corridor Standards and Guidelines with the conditions that the City of Fort Collins participate with the private landowners in the creation, management, and maintenance of the 40% natural area created within a Development Plan, of which up to 20% of the natural area requirement could be satisfied by cultural amenities. City participation would include purchasing or contributing in other financial matters and maintaining the area in perpetuity for the public enjoyment. Further, the Board found that the Harmony Corridor Plan is in need of the proposed amendments and the proposed amendments will promote the public welfare and will be consistent with the vision, goals, principals, and policies of City Plan and the elements thereof. The February 20 Planning and Zoning Board minutes will be provided to Council in the read-before packet on March 3.

Other Boards and Commissions

At the direction of City Council, the Natural Resources Advisory Board, Land Conservation and Stewardship Board, Water Board, Transportation Advisory Board and Economic Advisory Commission held public hearings on the proposed Harmony Corridor Plan Amendment and Standards and Guidelines and made recommendations to City Council. All five of these advisory bodies unanimously recommended adoption of the amendments and supported the change in the revised ratio of land uses permitted, and which would result in a greater mixture of uses within the Harmony Gateway Area. Most of the Boards also raised concerns about the potential for higher water use given the increased landscaped setbacks along Harmony Road and I-25 and the 40% naturalistic landscaped area requirement. To address concerns about water use, one of the key design guidelines expressing support for xeric landscape principles and limiting more lush plantings to high-use areas was changed to a mandatory design standard. There was also a suggestion from the Water Board that setbacks along Harmony Road could be reduced should a regional trail corridor be constructed within the Gateway Area.

PUBLIC OUTREACH
A. COMMUNITY MEETINGS

Four public events have been held this past year to review the status of the Gateway Plan Update. These events included:

This workshop provided an assessment of relevant Harmony Corridor Plan policies and Land Use Code standards, and opportunities and constraints that began the discussion of issues facing the area. The inventory covered topics such as:

- **Land use** summary of existing Structure Plan and **Harmony Corridor Plan** land use designations, Harmony Corridor zone district use standards, and recommendations from the **City Plan Update** draft.
- **Natural Resources** identifying natural features and conditions such as Poudre River floodplain/floodway, riparian and wetland areas, natural habitat and physical features.
- **Transportation System** including existing and future access and circulation within the Harmony Gateway; and
- **Appearance and Design** summary of existing Land Use Code and Harmony Corridor Standards and Guidelines requirements and previous viewshed analyses.

**Workshop 2 (January 30, 2019) Concepts and Vision**

The staff team prepared initial concepts based on public and stakeholder input from the Public Workshop 1, analyzed pros and cons, and worked with citizens in a second hands-on workshop setting to identify additional concepts, and finally define a preferred direction for amending the Harmony Corridor Plan. Several tools were used, including GIS mapping and hand drawn sketches, that illustrate the various design and land use options. A consultant illustrator was on-hand to allow participants to “draw” their ideas.

**Open House (February 27, 2019) Refining the Vision**

Maps and illustrations were refined, along with initial draft Chapter 5 Harmony Gateway text describing the direction provided in the first two workshops.

**I-25 Gateways Workshop (October 21, 2019) Land Use Scenarios**

Four Land Use Scenarios were developed by staff that depict potential alternative patterns for vacant or redevelopable land within the Gateway Area: Small group discussions were held that captured preferences for the proposed scenarios and suggest alternative scenarios or changes to the four scenarios evaluated.

The four alternative future land use scenarios were distinguished primarily by differences in density/intensity of development, mix of uses, and amount of open and undeveloped areas, as summarized below.

**Scenario A: Base-case** *(current BINREAC (Basic Industrial and Non-Residential Activity Center) Harmony Corridor Plan land use designation)*

- Mitigate floodplain impacts
- Reflect continuation of the current Harmony Corridor Plan policies and HC zone district standards
- Assumes at least 75% primary employment/industrial uses, with a maximum of 25% secondary (commercial/retail, housing, public) uses
- 6 story non-residential and 3 story residential building height limit
- 80-foot wide landscaped setback along Harmony Road and I-25
- Habitat buffer surrounding heron rookery

**Scenario B: Increased Commercial and Housing with Big Box**

- Mitigate floodplain impacts
Agenda Item 8

- Assumes a mixed-use employment district, with a greater retail and commercial (max 50%) and residential (min 25%) with a minimum of 20% primary employment/industrial uses
- Provides limited big box retail (max cumulative 250,000 sq. ft.)
- Civic/community facilities are viewed independently and are not subject to the use proportions
- Allows potential for drive-through restaurants if screened and in areas subordinate to pedestrian spaces and focal points
- Average 140-190-foot-wide “naturalistic” landscaped setbacks along Harmony Rd. and I-25
- 6 story non-residential and 3 story residential building height limit
- Regional trail corridor
- Habitat buffer surrounding heron rookery

Scenario C: Increased Commercial and Housing without Big Box

- Same as Scenario B, but big box and drive through restaurants are prohibited

Scenario D: Reduced Intensity

- Mitigate floodplain impacts
- Mix of concentrated uses with required open space to reduce development ‘footprint’ of buildings and parking areas
- “Naturalistic” Open land areas constitute at least 40% of the area south of Harmony, between I-25 and Strauss Cabin Road.
- Assumes a mixed-use employment district, with a greater retail and commercial (max 50%) and residential (min 25%) with a minimum of 20% primary employment/industrial uses
- Average 140-190-foot-wide “naturalistic” landscaped setback along Harmony Road.
- Maximum height of 5 stories for commercial/retail and 3 for residential
- Regional trail corridor located further from I-25
- Habitat buffer surrounding heron rookery

All of the scenarios reflect the removal of two of the three remaining open, unlined water ponds fed by groundwater. The ponds were created through the extraction of gravel which illegally exposed the groundwater. Under Colorado law, storing water in a pond requires a storage right unless the pond is included in a plan for augmentation or substitute water supply plan. The remaining pond area with legal rights for storage is located in the southeast corner of the ‘Gateway’, adjacent to which is a great blue heron nest site in a large Eastern Cottonwood tree near the southeast corner of the pond.

City Council Work Session May 15, 2019

At its Work Session, City Council directed staff to incorporate the following additional comments into the public process and future drafts of the Harmony Corridor Plan Update for the ‘Gateway Area’:

- **Land Use Intensity:** Staff was requested to further explore alternative land use and development pattern scenarios with lesser intensity. Each of the alternatives should consider impacts to transportation and natural features. The majority of Council expressed pursuit of a ‘middle pathway’ that would make the Gateway Area more inviting, but not too developed. Some members suggested that the proposed DRAFT changes were tantamount to an up-zoning.
- **Design Character:** While there was acknowledgement that proposed design standards include naturalistic elements based on the Poudre River valley character, it was suggested by some members that the design parameters do not fully take into account the existing open character of the area and that Natural Areas and Nature in the City concepts could be incorporated more clearly. Some elements of the design standards, particularly the I-25 and Harmony landscaped edges, regional trail, and sign limits, were viewed positively.
- **Review Process:** General support was expressed for the Gateway Plan Update community engagement process used to date. It was suggested that more time and public discussion is needed to examine
alternative scenarios, vet the ideas, and to receive comments from the Transportation Advisory Board and the Land Conservation and Stewardship Board.

City Council Work Session October 22, 2019

At the October 22nd Council Work Session, staff presented the four alternative land use scenarios that were the result of a four-month public process, including work sessions with six boards and commissions and a community workshop.

Council Comments and General Direction

The Council generally indicated support for Scenario D, and the concept of additional mixed-use within the Gateway, with further investigation of specific elements of a stakeholder-initiated alternative scenario. Elements within the revised Standards and Guidelines were requested to include:

- **Potential for limitation of residential uses**: Staff is being requested to further investigate potential for reducing residential uses within the floodplain and due to air quality impacts. Staff will provide research to the Council on both topics when the item comes back for consideration.
- **Design Character**: Council reiterated its support for the revised design standards shared at the May Work Session. Staff has been asked to consider a requirement to ‘upsize’ trees as a way to support wildlife. One member expressed concern about the lack of visibility to commercial uses given the dense landscaping proposed along I-25 and Harmony.
- **Cultural Recreational Uses**: Staff was asked for measures to further incorporate cultural and recreational uses within the Gateway through development standards or incentives.

B. PUBLIC COMMENTS:

A series of comments were collected during the course of the community engagement process that can be summarized under the following major topics:

- **Expansion of the Gateway Boundary ½ mile further to the South**
  Earlier versions of the Harmony Gateway Amendment expanded the current Gateway Area boundary one half mile further to the south, bringing the south boundary to Kechter Road and including land zoned Rural Lands (RL). Objections were received about the appropriateness of expanding the gateway. Based on citizen concerns, the expanded area was removed from consideration so that the Gateway Area boundary remains unchanged from the 1991 delineation.

- **Update to the Harmony Corridor Plan Unnecessary**
  There has been a general perspective expressed that the Harmony Corridor Plan does not need to be updated and that existing standards reflect present community values. Some citizens contend that the area south of Harmony Road should remain in an undeveloped state, including existing wetlands, ponds and the floodway/floodplain boundary configuration.

- **Changes do not Support Community Separation**
  Development South of Harmony Road will not support the Community Separator Concept or provide adequate protection of the Poudre River as a resource.

- **Lack of Support Toward Greater Retail and Residential Uses**
  A shift toward greater retail and residential uses South of Harmony Road is inappropriate in that the area is within a flood plain and development will negatively impact natural habitat and features.

- **Heron Rookery**
  Development could have a negative impact on the Heron Rookery located roughly in alignment with Rock Creek Drive.
• **Mandate for Cultural Uses**
  Some stakeholders expressed an interest in mandating that 20% of the land area south of Harmony Road include a cultural use.

• **Building footprint limitations**
  Some concern has been expressed about allowing large retail establishments (20,000 - 50,000 sq. ft.) in floor area despite the prohibition of “big box” retail uses (50,000 sq. ft. or greater).

**Scenarios Feedback**

Of the four Scenarios presented at the community workshop and with several Advisory Boards and Commission, support for Scenario D was most prominent.

An alternative scenario was presented by a group of stakeholders that suggested a further lessening of development intensity than that suggested under Scenario D.

**ATTACHMENTS**

1. Revised Harmony Corridor Plan Chapter 3 (highlighted to show changes) (PDF)
2. I-25 Gateways Workshop Summary, October 21, 2019 (PDF)
3. Community Comments (PDF)
4. Correspondence (PDF)
5. Alternative Harmony Corridor Plan-Stakeholders Proposal (PDF)
6. Work Session Summaries, May 14 and October 22, 2019 (PDF)
7. Powerpoint presentation (PDF)
ORDINANCE NO. 044, 2020
OF THE COUNCIL OF THE CITY OF FORT COLLINS
UPDATING THE HARMONY CORRIDOR PLAN FOR THE HARMONY GATEWAY
AREA AND THE HARMONY CORRIDOR STANDARDS AND GUIDELINES

WHEREAS, City Council originally adopted the Harmony Corridor Plan ("Plan") in 1991, Resolution 91-42, as an element of the City’s comprehensive plan, now known as City Plan; and

WHEREAS, City Council also adopted in 1991, the Harmony Corridor Design Standards and Guidelines ("Standards and Guidelines") by means of Ordinance 28, 1991, to further the policies set forth in the Plan by means of binding development standards and advisory guidelines; and

WHEREAS, Chapter 5 of the Plan, titled Alternative Gateway Concepts, discusses implementation actions that should be taken to continue planning efforts specific to the Harmony gateway area ("Gateway") located on the north and south sides of Harmony Road west of the intersection of Harmony Road and Interstate 25 and more particularly depicted in the Plan; and

WHEREAS, in furtherance of planning efforts for the Gateway as stated in the Plan, City staff is proposing amendments to Chapters 3 and 5 of the Plan and to add a new section, Section V. Harmony Gateway Area, to the Standards and Guidelines and has initiated the amendment process; and

WHEREAS, because the Gateway serves as an entryway into the City, it is a uniquely important area in terms of its beneficial effect on civic pride, economic prosperity, and the health, safety, and welfare of the City; and

WHEREAS, on February 20, 2020, the Planning and Zoning Board on a 4-2 vote recommended that Council approve the staff proposed changes conditional upon the City participation with private landowners in the creation, management, and maintenance of the required 40% natural area requirement within the ODP, of which up to 20% of the natural area requirement could be satisfied by cultural amenities, with City participation to include purchasing or contributing in other financial matters and maintaining such areas or amenities in perpetuity for the public enjoyment; and

WHEREAS, City Council finds that the amendments to the Plan and the Standards and Guidelines are in the best interest of the City and its citizens and promote the general public health, safety, and welfare.

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

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.
Section 2. That the City Council finds that the Plan is in need of the proposed amendments in order to appropriately regulate and allow development within the Gateway while preserving its important role as an entry way into the City.

Section 3. That the City Council finds that the proposed amendment will promote the public welfare and will be consistent with the visions, goals, principles, and policies of City Plan and the elements thereof.

Section 4. That the City Council finds that the proposed Standards and Guidelines contained in Section V, as set forth in Exhibit “A” attached hereto and incorporated herein, are necessary to carry out the policies contained in the Plan and are hereby incorporated into the Standards and Guidelines, and upon adoption, shall be binding upon development as though set forth in the Land Use Code.

Section 5. That the amendments to Plan Chapter 3 as set forth in Exhibit “B” attached hereto and incorporated herein be incorporated into the Plan.

Section 6. That the amendments to Plan Chapter 5 as set forth in Exhibit “C” attached hereto and incorporated herein be incorporated into the Plan.

Introduced, considered favorably on first reading, and ordered published this 3rd day of March, A.D. 2020, and to be presented for final passage on the 19th day of May, A.D. 2020.

_______________________________
Mayor

ATTEST:

_______________________________
City Clerk

Passed and adopted on final reading on the 19th day of May, A.D. 2020.

_______________________________
Mayor

ATTEST:

_______________________________
City Clerk
V. HARMONY GATEWAY AREA

The Harmony Gateway Area is an exceptional location due to high values the community places on the Poudre River valley (“river valley”) and the high public visibility of the entryway to the City.

The intent for the Gateway Area is to capture the special opportunity to integrate a mixed-use employment activity center within a landscape that expresses community values for environmental features and the larger corridor of open and rural lands edge of the City along the river corridor and Fossil Creek Reservoir in southeast Fort Collins.

Development shall be programmed and designed with an emphasis on landscape development to emphasize a sense of place derived from the river valley setting.

These Standards and Guidelines are to ensure that as development and redevelopment occurs as part of the Gateway Area, it fulfills the vision described in Chapter 5 of the Harmony Corridor Plan for the area.

(+) Denotes a development standard
(o) Denotes a suggested guideline
Design Standards and Guidelines

1. Naturalistic Landscape Development: River Valley Character and Image

The intent is to create the effect of Harmony Road passing through a larger river valley landscape that spans across Harmony Road with buildings and parking lots carefully clustered and integrated unobtrusively within the landscape and not merely lining the major roadways with conventional landscaping around buildings and parking lots.

Landscaped Setback Dimensions. A landscaped setback area for buildings and parking lots averaging 140 feet in depth for parking lots and 190 feet in depth for buildings shall be provided from the edge of vehicular travel lanes along Harmony Road and I-25. The landscaped setback area may include sidewalks and tree lawns. Minimum landscaped setback depth shall be 70 feet for parking lots and 95 feet for buildings. (+)

Landscaped Setback Design. This landscaped setback area shall be comprised of a river valley landscape design that includes groupings of native cottonwoods, willows, evergreens and other plant materials in conjunction with other native and xeric plantings appropriate to specific positions within the landscape plan and shall consist of one tree and ten shrubs per twenty-five lineal feet of frontage. (+)

2. Parking Lot Location and Screening. Locating large parking lots between buildings and the landscape setback areas along Harmony Road and I-25 is encouraged to consolidate vehicular impacts of both parking and traffic on the roadways away from the internal pedestrian-friendly public space framework. (o)

If such parking lots adjacent Harmony Road and I-25 are not fully screened by berms and planting in the landscape setback area, additional screening shall be provided with the following:

- At least 30 additional shrubs per one hundred lineal feet of frontage, or
- At least 8 additional trees per one hundred lineal feet of frontage, or
- An alternative combination of trees and shrubs approved by staff as providing equal or better screening than the above; or
- Fences or site walls that replace the need for screening that such landscape plantings would provide. (+)

Off-street parking shall be consolidated into shared parking lots wherever appropriate in order to avoid interrupting pedestrian frontages in the public space framework. (+)
3. **Service and Loading Areas.** If any truck operations for servicing and loading are not fully screened from Harmony Road and I-25 by other means, they shall be fully screened by building massing or architectural wall. (+)

4. **Potential Channelized Floodway.** If the Poudre River floodway is channelized within the Harmony Road and I-25 setback area, the channel and adjacent upland areas shall be designed to complement and reinforce the overall naturalistic landscape with informal, undulating grading of landforms, to the maximum extent feasible and within engineering requirements, not rigidly-engineered geometric grading. (o)

The programming and design of naturalistic river valley landscaping should be designed to provide consideration for maintenance activities such as irrigation, weed control, tree trimming, shrub and plant pruning, and replacement and reseeding, which consideration should be equal to the consideration given to design. (o)

5. **Incorporation of Water into Landscaped Setback.** Drainage channels and/or wetlands are strongly encouraged in landscaped areas along Harmony Road and I-25 to further reinforce the distinct landscape setting. (o)

6. **Landscaping Development: River Valley Character and Image.** Landscaping shall be developed to express xeriscape principles and characteristics consistent with Section 3.2.1(E)(3) and include plants native to the river valley landscape. More lush plantings that requiring significant watering, such as flower beds and lawns, shall be limited to appropriate high-use areas. (+)

7. **Mixed-Use Employment Activity Center Within the Landscape Setting**

   A. **Public Space Framework**

   *Development of streets, buildings, parking lots and other site improvements will be arranged to form a unified mixed-use employment activity center. Within this center shall be a framework of streets and public spaces that provide for an attractive, cohesive and walkable area that reflects the unique site context.*

   **A Framework of Streets.** Street-like private drives, walkway spines and a trail corridor shall be established to form sites for buildings and parking lots with the emphasis on forming a distinct overall sense of place into which buildings and parking lots fit. (+)

   **On-Street Parking.** On-street parking should be maximized on streets scaled and designed to reinforce the distinct pedestrian orientation of the Gateway Area. (o)

   **Trail Corridor.** Development shall provide an area for a trail corridor, which may be located within, and will be counted towards, the area for landscape setbacks. The trail corridor should also create linkage with the Fossil Creek and
Poudre River Trails to the south and north of the Gateway Area respectively. Alignment and design shall be determined in collaboration with the City (+) and maximize the user experience. (o)

**Bus Transit.** Accommodation should be provided for bus stops and routes linking the mixed-use employment center to transit service on Harmony Road. Final transit stops and route configuration is subject to the review and approval of TransFort. (o)

B. **Permitted Uses**

*All individual uses permitted in the Harmony Corridor (HC) Zone District shall be permitted in the Gateway Area subject to the following minimum and maximum use limitations. (+) The use percentages shall be measured using gross site area on land located within the Gateway Area as set forth in any development plan. The following use limitations and requirements shall be referred to collectively as the “Land Use Limitations.”*

**Retail/Commercial Limitation.** Retail and commercial uses shall not exceed 50% of development. (+)

**Minimum Employment Use Requirement.** Office, light industrial, and non-retail employment uses shall occupy at least 25% of development. (+)

**Minimum Residential Use Requirement.** Residential uses shall occupy at least 25% of development. (+)

**Minimum Naturalistic Landscaped Area Requirement.** Coverage of streets, buildings, and parking lots is limited to 60% of the site area. The remaining 40% shall be retained as an open, landscaped area with naturalistic plantings. The following areas shall be counted in fulfillment of the minimum 40% requirement:

- Landscaped setbacks from I-25 and Harmony Road
- Designated floodways
- Delineated natural habitat or features
- Stormwater detention areas
- Trail Corridor
- Other landscaped areas with minimum dimensions of 10,000 square feet and 30-foot width at any location.

(+)

(6.2 Packet Pg. 79)
Civic Uses Effect on Calculations. Civic uses such as parks and recreation space, cultural facilities, community facilities, a trail corridor, and other public uses are not subject to the Harmony Corridor land use limitations. Such uses, if developed, may be applied toward the minimum employment or residential use requirements at the election of the applicant. (+)

Additional uses shall be permitted as follows: artisan and photography studios and galleries; limited and unlimited indoor and outdoor recreation facilities; dog day-care facilities; grocery stores; supermarkets; exhibit halls; funeral homes; parking lots and garages; small scale reception centers; large retail establishments as defined below subject to individual and collective size limitations set forth below; gasoline stations; entertainment facilities and theaters; day Shelters; and open air farmers’ markets. (+)

Large Retail Establishment Size Limitations. No individual large retail establishment may exceed 100,000 square foot footprint. (+)

Total floor area of large retail establishments (more than 25,000 square feet) in the gateway area shall not exceed 250,000 square feet. (+)

Large retail establishment shall mean a retail establishment in a single building occupying more than twenty-five thousand (25,000) gross square feet of floor area. Movie theaters, recreational, entertainment and indoor recreational uses, and similar shall not be classified as large retail establishments and shall not count towards this limitation. (+)

Large Retail Establishment Exceptions. In instances where a large retail establishment (more than 25,000 SF) is developed as part of a vertical mixed-use building, it shall not count towards the large retail establishment floor area limitations. (+)

Mixed Use Dwellings. Mixed use dwellings are encouraged to add vitality and charm to the sense of place, add interest to the buildings, and reveal and capitalize on specialized residential products uncommon in suburban markets. (o)

C. Buildings

Building Grouping and Orientation – Public Space Framework. Buildings and their entrances should be brought together along the overall public space framework. Each building should contribute to and reinforce the overall goal of creating a walkable destination with a primary orientation to the overall...
framework and other buildings nearby; and orientation to individual parking lots secondary. (o)

Buildings should offer attractive pedestrian-scale features and outdoor spaces to complement the streetscape. (o)

**Maximum Height.** Five (5) stories for commercial and mixed-use buildings and three (3) stories for residential buildings, with an exception provided for six (6) story mixed-use buildings if structured parking is integrated into the mixed-use building. (+)

**Building Character.** The architectural program for the Gateway Area shall emphasize high-quality building materials providing visual interest for pedestrians and that complement the colors and textures of the river valley (e.g., natural or cultured stone, brick, textured concrete masonry units with architectural finishes, stucco, high quality precast and prestressed architectural concrete, architectural metals, glass, timbers); and architectural lighting. (+)

**D. Signs**

**Commercial Signs.** Signs should be designed and oriented to reduce visual clutter along I-25 and Harmony Road. (o)

Wall signs should be designed as an integral element of the architecture, with the sign shape and materials complementing the architectural style and features. (o)

Internally illuminated signs should not create glare that would distract motorists or pedestrians, nor should the degree of illumination contribute to night sky light pollution. (o)

Two types of signs are prohibited within the Harmony Gateway:

1. Off-premise advertising (billboards); and

2. Electronic Message Center (EMC) signs
   (+)
LAND USE

The final test of an economic system is not the tons of iron, the tanks of oil, or miles of textiles it produces. The final test lies in its ultimate products—the sort of men and women it nurtures and the order and beauty and sanity of their communities.

LEWIS MUMFORD
INTRODUCTION

The national image enjoyed by Fort Collins as an excellent place to live and do business is well deserved. Few cities in the nation have a more spectacular setting, a more qualified work force, or a more pleasing climate. The Harmony Corridor is a key opportunity to maintain and enhance the community’s positive image and quality of life.

As the Harmony Corridor emerges as a focus of development activity in southeast Fort Collins, this is an opportune time to look at current development trends and determine what specific future land uses would be most desirable to complement other development in the area.

ISSUES

The issues surrounding future land use in the Harmony Corridor appear to focus on the need to manage development to achieve a level of quality consistent with the economic, environmental, visual and other “quality of life” objectives of the community; while guiding the corridor to become a major business center in northern Colorado that attracts desirable industries and businesses and, at the same time, provides effective transitions from residential neighborhoods.

Another important issue is the concern that the Harmony Corridor should not develop as a typical commercial “strip” with frequent curb cuts, inadequate landscaping, and highly fragmented development lacking coordinated site planning.

Finally, the corridor offers unique opportunities to attract desirable industries and uses that can provide long-term economic stability for the community. Fort Collins has the opportunity to choose which industries are important for its future. These choices will set the direction for the community’s economy for the next forty years. In this regard, the issue appears to focus on the need for more predictability in guiding industries and businesses choosing to locate in the corridor area.

CURRENT LAND USE POLICIES AND REGULATIONS

City Plan, the City’s COMPREHENSIVE PLAN, is the official statement of long-range planning policy regarding a broad variety of land use planning issues including growth management,
environmental protection, and locational policies for specific land use classifications.

The Harmony Corridor serves as an element of City Plan.

The Land Use Code, on the other hand, is not a Plan. It is a land use regulatory mechanism, like zoning, which is used to implement the goals, objectives and policies of City Plan.

The Harmony Corridor Plan promotes the maximum utilization of land within the corridor, higher density development, phased growth, a mix of uses and concentrated building activity. The availability of public facilities, including streets, sewer, water, natural gas, and electricity, establishes the corridor as a preferred location for intense urban activity including a mix of residential, industrial, commercial and recreational uses. Properly designed, multiple use developments make sense from both a public and private standpoint. People can and should have the opportunity to live near where they work, where they shop where they go out to eat, and where they find recreation. The auto becomes less necessary, thereby relieving the transportation system and reducing air pollution. Directing growth to those areas of the community where utilities are already in place, saves money and makes more efficient use of the existing public investment in infrastructure improvements.

The adopted land use policies within the Harmony Corridor Plan also encourage a variety of retail activity in the corridor, including community and regional shopping centers. Strip commercial development is discouraged.

Transitional land uses or areas are also provided for in the Plan to be located between residential and commercial areas except in specified areas where a mix of residential and commercial uses are encouraged in a live-work environment. All residential areas are encouraged to include a mix of single family and multifamily dwelling units of differing types and densities. Other uses such as parks and schools are also expected to develop in the future to serve the expanding residential areas.

Since the late 1970’s, development in the Harmony Corridor has been especially attractive and sensitive to the unique characteristics and importance of the area. The decision by Hewlett-Packard to locate in this corridor has had the positive effect of attracting other light industries and office users. The quality of recent commercial and
residential development in the area has also been very good. The challenge at hand is to determine if any additional land use policies are needed which could improve upon, reinforce and enhance the pattern of land use occurring within the corridor.

PLANNING FOR THE FUTURE

INTRODUCTION

Both the City Council and the Planning and Zoning Board have the responsibility and the authority to undertake the preparation of long range plans and policies. This planning effort offers an opportunity to establish a refined vision for the corridor. It includes creating a desirable living and working environment for future inhabitants, an exciting gateway into the community, as well as an important center for business and commerce.

The land use plan for the Harmony Corridor is intended to improve upon, reinforce and enhance City Plan. It offers a vision of a future that many people and interests can identify with and seek to implement.

THE PROCESS

Several different land use alternatives were considered before finally arriving at the recommended one. These alternatives ranged considerably in intensity of development, character and practicality. They were reviewed by the property owners in the study area and the general public. The recommended land use plan was synthesized by staff based on several months of public review and comment at a variety of forums.

The land use plan is depicted on Map 10. The intent of the land use plan and map is to provide for an orderly, efficient and attractive transition of vacant rural land to urban use; and to:

(a) Maximize the use of existing services and facilities (streets and utilities).

(b) Promote the development of the corridor as a high quality, self-contained and compact business center.

(c) Provide for the location of industry and business in the city by identifying prime locations for such uses.

(d) Provide shopping and service areas convenient to both residents and employees of the corridor.

(e) Provide for a variety of housing types.

(f) Preserve and protect existing residential neighborhoods from intrusive or disruptive development.
**THE VISION**

The vision for the corridor area is that it become a major business center in northern Colorado attracting a variety of businesses and industries serving local as well as regional markets. It should also include a mixture of land uses including open space, residential, office, recreational, and retail activities.

The focus of most development activity, especially commercial, should be at the major street intersections. The intensity of land use should decrease as distance from Harmony Road increases and as the distance from the major intersections increases. To promote pedestrian, bicycle and transit use, development in the area should be compact. Buildings, spaces and street frontages should be well-designed and of high quality materials and workmanship.

Business and industry provide the major economic focus of the corridor area. The land use mix also includes a variety of commercial uses to meet tenant and neighborhood resident needs.

Community and regional commercial activities are introduced in well-planned shopping centers, industrial parks and mixed use areas, and designed to draw shoppers from the surrounding community and region.

Free-standing highway related commercial (convenience stores, fast food restaurants, gas stations and the like) are not permitted to locate outside of planned shopping centers or industrial parks. Only neighborhood scale shopping centers are allowed in residential areas, although this restriction does not apply in certain mixed use areas.

Hotels to serve business tenants within the park will grow in importance. These hotels will be sited near major employment hubs, and in most cases be visible from Harmony Road.

Low intensity retail, restaurants, day care facilities, health clubs, personal service shops, business services (print shops, office supply, etc.), banks and other similar commercial activity is concentrated in attractively designed centers, integrated into planned industrial parks and mixed use areas.

Buffer areas (transitional land uses, linear greenbelts, or other urban design elements) are provided to serve as cushions between the adjacent residential neighborhoods and the commercial areas. The existing, low density residential uses in the surrounding neighborhoods are maintained and enhanced. As business activity expands, new housing stock of a mix of types and densities is introduced as integral parts of the business and industrial parks and mixed use areas.
LAND USE PLAN

GOAL STATEMENT

Encourage and support mixed land use development in the Harmony Corridor while discouraging “strip commercial” development and promoting the vitality and livability of existing residential neighborhoods.

POLICIES

LU-1 Strive for excellence and high quality in the design and construction of buildings, open spaces, pedestrian and bicycle facilities, and streetscapes by establishing and enforcing design guidelines specific to the corridor area.

An important part of the Harmony Corridor Plan is the desire to continue the high standard of quality established by recent development projects in the corridor area. One way that this can be accomplished is through the development and implementation of design guidelines specific to the corridor itself. These guidelines should be adopted as a part of the criteria that the City uses to review development of the corridor area. These guidelines should address the following issues:

- Streetscapes, including fencing and screening.
- Landscaping.
- Street and parking lot lighting.
- Building setbacks.
- Architectural design and materials.
- Pedestrian and bicycle access and circulation.

LU-2 Locate all industries and businesses in the “Basic Industrial and Non-Retail Employment Activity Centers” in the areas of the Harmony Corridor designated for such uses on Map 10. Secondary supporting uses will also be permitted in these Activity Centers, but shall occupy no more than 25 percent (25%) of the total gross area of the Overall Development Plan or Planned Unit Development, as applicable.

The Harmony Corridor offers an opportunity for creating a major business and industrial center in northern Colorado, due to its desirable location, accessibility, available infrastructure, and land ownership pattern. Attracting desirable industries and businesses into the community, and in particular, the Harmony Corridor, achieves an important public purpose because it promotes primary and secondary jobs and generally enhances the local economy.
Basic Industrial and Non-Retail Employment Activity Centers are locations where industrial uses and/or office or institutional type land uses are planned to locate in the future in business park settings. Base industries are firms that produce goods and services which are produced for export outside the city, and thereby import income into the city. Typical business functions include research facilities, testing laboratories, offices and other facilities for research and development; industrial uses; hospitals, clinics, nursing and personal care facilities; regional, vocational, business or private schools and universities; finance, insurance and real estate services; professional offices; and other uses of similar character, as determined by the Planning and Zoning Board.

Secondary uses include hotels/motels; sit-down restaurants; neighborhood convenience shopping centers; childcare centers; athletic clubs; and, a mix of single family and multi-family housing. If single family housing is provided, at least a generally equivalent number of multi-family dwelling units must also be provided. “Multi-family” shall mean attached single family dwellings, 2-family dwellings or multi-family dwellings.

Secondary uses shall be integrated both in function and in appearance with an office (or business) park, unless a special exemption is granted by the Planning and Zoning Board. In order for such an exemption to be granted, the applicant must demonstrate to the satisfaction of the Board that the granting of the exemption would neither be detrimental to the public good nor impact the intent and purposes of the foregoing requirement and that by reason of exceptional narrowness, small parcel size, or other special condition peculiar to a site, undue hardship would be caused by the strict application of this requirement.

The essence of the Basic Industrial and Non-Retail Employment Activity Center is a combination of different types of land uses along with urban design elements that reduce dependence on the private automobile, encourage the utilization of alternative transportation modes, and ensure an attractive appearance.

LU-3 All retail and commercial land uses, except those permitted as secondary uses in the Basic Industrial and Non-Retail Employment Activity Centers, shall be located in Mixed-Use Activity Centers which comprise different types of shopping centers. All shopping centers, except neighborhood convenience shopping centers, shall be limited to the locations shown on Map 1. Neighborhood convenience shopping centers shall also be permitted in the Basic Industrial and Non-Retail Employment Activity Center as described in LU-2.

The Plan allows for a broad range of retail uses to occur in shopping centers which satisfy the consumer demands of residents and employees who live and work in adjacent neighborhoods, as well as from the community or region. Coordinated planning of a “center” rather than isolated individual uses is the most effective means of avoiding the “strip” type of development.

The scale and design of the shopping centers should be compatible with neighboring uses. Shopping centers can and should play an important role in the identity, character and social interaction of surrounding neighborhoods. They should be easily accessible to existing or planned segments of public transit. Adequate auto accessibility, especially for
community and regional shopping centers, is important. Shopping centers should have a physical environment that conducive to pedestrian and bicycle travel.

LU-4 Allow a broader range of land uses within the Gateway Area as shown on Map 10. The Gateway Area permits a mix of all uses allowed in the “Basic Industrial and Non-Retail Employment Activity Centers” plus additional complementary uses that fit a special urban design framework as described in Chapter 5. All uses including the individual uses in Convenience Shopping Centers may occur throughout the area. Retail and commercial uses shall occupy no more than 50% of the mix of uses in the Overall Development Plan or Planned Unit Development as applicable.

Development in the area is intended to form a mixed-use place to attract employment uses with the convenient mixing of uses as an amenity. Retail and commercial uses are allowed in any portion of the area because development will be coordinated to minimize impacts on sensitive uses such as residential uses and on visual quality.

The focus within the Gateway Area will be on naturalistic landscaped edges along I-25 and Harmony Road; and on urban design of pedestrian-friendly placemaking in areas of building development. Building development will be clustered away from I-25 and Harmony Road and designed to blend unobtrusively into the landscape setting.

LU-5 Provide for the advance planning of large, undeveloped properties in the corridor area.

Coordinated planning of large parcels of land in the corridor area can generally provide greater opportunity for more innovation and variation in design, increase efficiency in utility services, and accomplish many more of the policies and objectives of the community than does a more piecemeal approach to development planning.

LU-6 Locate a broader range of land uses in the areas of the Harmony Corridor known as Mixed-Use Activity Centers as shown on Map 10.

Mixed-Use Activity Centers are areas where a broader range of land uses may locate. The Mixed-Use Activity Center permits, in addition to the uses listed in the “Basic Industrial and Non-Retail Employment Activity Center,” a range of retail and commercial uses to occur in shopping centers. If single-family housing is provided, at least a generally equivalent number of multi-family dwelling units must also be provided. Neighborhood service centers, community shopping centers, and regional shopping centers, and a lifestyle shopping center shall be limited to those locations shown on Map 10.

The essence of the Mixed-Use Activity Center is a combination of different types of land uses along with urban design elements that reduce dependence on the private automobile, encourage the utilization of alternative transportation modes, and ensure an attractive appearance.

LU-7 Retail and commercial land uses are intended to be concentrated in shopping centers in most areas. Neighborhood convenience shopping centers shall also be permitted in the Basic Industria and Non-Retail Employment Activity Center as described in LU-2. Retail and commercial land uses will be allowed in the Gateway Area both within shopping centers and as components of mixed use development.

The Plan allows for a broad range of retail uses to occur in shopping centers which satisfy the consumer demands of residents and employees who live and work in adjacent neighborhoods, as well as from the community or region. Coordinated planning of a “center” rather than isolated individual uses is the most effective means of avoiding the “strip” type of development.
The scale and design of the shopping centers should be compatible with neighboring uses. Shopping centers can and should play an important role in the identity, character and social interaction of surrounding neighborhoods. They should be easily accessible to existing or planned segments of public transit. Adequate auto accessibility, especially for community and regional shopping centers, is important. Shopping centers should have a physical environment that is conducive to pedestrian and bicycle travel.

**LU-8 Recognize the importance of the continued livability and stability of existing residential neighborhoods as a means to expanding future economic opportunities in the corridor.**

The corridor area contains existing residential areas whose existence contributes to the future economic health of the corridor area. Future development in the corridor should be sensitive to these areas.

**LU-9 Preserve a transition or cushion of lower intensity uses or open space between existing residential neighborhoods and the more intense industrial/commercial areas.**

An important goal of the *Harmony Corridor Plan* is to provide a harmonious relationship between land uses and to protect the character of new and existing residential neighborhoods against intrusive and disruptive development. Open space, setbacks, landscaping, physical barriers and appropriate land use transitions can be effective ways to provide a cushion between different uses. The following are generally considered to be appropriate transitional land uses:

- professional offices
- multi-family housing
- churches
- childcare centers; and
- assisted living, memory care, and short-term care facilities.
HARMONY CORRIDOR PLAN

LAND USE PLAN

MAP 10
IMPLEMENTATION ACTIONS

The following actions need to be taken by the City to ensure that the land use section of the Plan is implemented over the years to come.

1. The City Council and the Planning and Zoning Board should adopt the Plan amendment.

2. The City should annex all unincorporated areas within the Harmony Corridor, in accordance with the parameters of the Intergovernmental Agreement between the City of Fort Collins and Larimer County.

3. The City should amend design standards and guidelines which reinforce the distinctiveness and quality of the corridor area.

4. When reviewing new development proposals in the corridor, the City shall evaluate such proposals according to the standards and guidelines adopted as part of the Harmony Corridor Plan. The Harmony Corridor Standards and Guidelines are in addition to existing development regulations that apply to specific development proposals.

5. The City should establish means of effectively encouraging industries and businesses to locate in the Harmony Corridor.

6. The City should explore local landmark district designation of existing historic structures.

7. The City should continue to study the distribution of basic industrial and non-retail jobs as part of the City Plan Update (2019) implementation recommendations and consider amendments to the Land Use Code recognizing changes in land use policy. Revise policies of the Plan as needed.
5
HARMONY GATEWAY AREA
Updated 2020

"The goal of gateway planning is to arrange the landscape with a sense of arrival and a positive image of the place"

Michael Barrette
The gateway area comprises about 450 acres extending one mile north and one-half mile south of Harmony Road.

**INTRODUCTION**

This updated Chapter 5 builds upon ideas and recommendations of the original 1991 *Harmony Corridor Plan*.

**The Setting**

The Gateway Area extends along both sides of Harmony Road from I-25 to the edge of the Cache La Poudre river valley, defined by a bluff just over a half-mile west of I-25.

The bluff, also known as the valley wall, is a result of the river’s down-cutting action as it meandered within its floodplain for many thousands of years. While it is a notable geographic feature from a historical perspective, it simply presents a modest hill for users of Harmony Road.

Lying within the river valley below the bluff, the area consists of low ground, ponds, and wetland areas—all remainders from extensive past gravel mining operations.

The Gateway Area is an exceptional location due to high values the community places on the Cache La Poudre River corridor and also on the Harmony Road interchange with I-25 as the most-traveled entryway into the city.

This juxtaposition creates the unique opportunities and significance that make the Gateway Area a prominent aspect of the Harmony Corridor Plan.

**What’s A Community Gateway -- Why Is It Important?**

Community plans commonly address prominent entryways as special opportunities to cue entry into and departure from the given city. A well-planned gateway can:

- Contribute to a sense of community with a look and feel of local values, civic intention, and pride
- Offer a sense of arrival and welcome for visitors
- Offer a familiar and welcoming feel for residents, signifying home in a positive way
- Avoid homogenous highway-oriented corporate character that blurs local identity
- Invite attention to the city as a place to visit, in addition to being an area to drive through
Harmony Corridor Plan Background:
General Direction for the Area

The Harmony Corridor Plan, adopted in 1991, identified the ‘Gateway Area’ but did not establish a vision or strategy for the area. Rather, it explained issues that were still in flux at the time and described alternative concepts. It concluded that:

“Additional work is required to develop a strategy for shaping the future of this important segment of the community.”

The starting point for additional work was to be the concept of a well-planned and attractive entrance to Fort Collins integrating quality development with naturalistic characteristics and features of the river valley landscape.

This concept was described as ‘Alternative A’ in the original plan. Key points are:

- Incorporate wetlands, lakes and drainageway areas as an elaborate open space network laced with an extensive system of trails.

- Blend development into naturalistic landscaping, favoring light industrial and office uses and discouraging commercial uses unless they can be blended unobtrusively into the naturalistic setting.

- Provide significant setbacks from streets for any development forming a greenbelt around the interchange.

- Establish standards for architecture and landscape plans emphasizing naturalistic character.

- Ownership, maintenance and liability issues would need to be negotiated and could include re-investment of tax dollars created by development, dedication of land by property owners or developers, and public funding.

The Harmony Corridor Plan’s overarching direction for land use along the entire corridor included the Gateway Area. That is, the area was designated as ‘Basic Industrial Non-Retail Employment’ for future development with an emphasis on business park-type employment uses and avoidance of highway commercial “strip” type development with a generous landscaped setback area along the roadway.

However, while the corridor-wide employment designation was applied to the Gateway Area, the area is also highlighted separately and prominently throughout the plan in addition to having its own chapter. The area is distinct and different from the uplands to the west which comprise the rest of the corridor.

The plan’s direction for additional work based on ‘Alternative A’ included a listing of Implementation Actions—giving direction on the additional work needed.

Over the past 25-plus years, a large body of that work along with new information, changed conditions, developer initiatives, studies and analysis has led to this 2020 amendment which sets forth a vision to fulfill the direction of the original plan.
EXISTING CONDITIONS ISSUES

Poudre River Floodway

In 2020, most of the property in the gateway area is within a 100-year floodplain of the Poudre River, and significant portions of the area are within a floodway (a mapped area reserved for the passage of flood flows with virtually no development permitted).

The river itself is the angled north edge of the gateway area. It then crosses I-25 a half-mile north of the interchange and continues east through the Town of Timnath.

However, limited flow capacity under the I-25 bridge crossing would cause flood flows to back up behind the bridge in a flood event and break out of the river channel to flow down through Gateway Area across Harmony Road.

The Colorado Department of Transportation (CDOT) and the City are exploring possibilities for a new I-25 bridge together with downstream flood improvements that could allow flood flows to remain in the river channel and remove the floodway from the Gateway Area.

Unless and until such a solution is reached, no residential development is allowed in the floodway, and any other development would face the very difficult challenge of showing no adverse impact on adjacent properties. This challenge would be prohibitive for any significant development in the floodway.

However, developers could propose to channelize and realign the floodway by completely reshaping the landscape, to create developable land. The necessary filling and grading would require a multi-year process of engineering, design, coordination and permitting. The City, FEMA, and possibly other jurisdictions and stakeholders would be included.

Floodway issues are a complex interjurisdictional matter beyond the scope of this Harmony Corridor Plan.

This plan update establishes a vision and strategy for land use and development in the event that floodway constraints are removed in a separate process.

Gravel Pit Ponds

In 2020, four gravel pit ponds exist on the south side of Harmony Road in the gateway area and are in varying states of compliance with State water law. These ponds are unintentional residual results of past gravel mining and were never intended to be the permanent land use on the property.

The technical complexity of the water issues is beyond the scope of this plan, similar to the floodway issues noted above, and are interrelated with the floodway issues.

For planning purposes, at least two of these ponds should be considered as likely to be completely changed, with exposed water significantly reduced by filling and grading.

The habitat value associated with the ponds has been increasing with time as
wetlands develop around the edges in addition to the habitat value of open water.

Anticipated future changes to the property would necessarily involve at least some degree of loss of habitat, and such changes require mitigation of the habitat loss under City Land Use Code standards. Mitigation requirements would offer opportunities for more intentional habitat improvements as part of a whole reshaped landscape.

**Existing Land Uses**

The north side of Harmony Road mostly consists of the City’s Arapaho Bend Natural Area and the Transportation Transfer Center (TTC or park-n-ride), a joint facility of the City and CDOT that was carefully carved out of the Natural Area. The commercial property abutting the northwest corner of the interchange is not within the City Limits.

On the south side of Harmony Road, the existing gas station and adjacent cell tower are not within the City Limits. The existing plant nursery business was established under County jurisdiction prior to annexation and has since been annexed along with the remainder of the gateway area on the south side of Harmony Road.

The remainder of the south side comprises gravel-mined ponds. Parcels on the southwest and southeast corners of Harmony and Strauss Cabin Roads are outside of the 100-year floodplain. The southwest corner of Harmony and Strauss Cabin Road was recently developed with an apartment complex. A 10-acre parcel on the southeast corner of Harmony and Strauss Cabin Road was approved in 2015 for a convenience shopping center, although the development plan approval has expired, and the property remains undeveloped.

**Changed Conditions Since the Original 1991 Plan**

Major changes and new information since 1991 have informed the planning process for the Gateway Area plan update in 2020. Prominent examples include:

- **Jurisdiction over Harmony Road** was transferred from the Colorado Department of Transportation to the City of Fort Collins, and the designation as a State Highway was removed.

- **Gravel mining operations** were completed, throughout much of the gateway area, altering the landscape.

- The portion of the gateway area on the north side of Harmony Road was purchased by the City as the **Arapaho Bend Natural Area**. (With the exception of the commercial property abutting the northwest corner of the interchange which remains under County jurisdiction at the present time.)

- The **Transportation Transfer Center** (TTC, aka park-n-ride), was built on the north side of Harmony Road, by the City and CDOT (on land purchased from the Natural Areas Program). The TTC and Arapaho Bend implemented ideas described protected wetland, wildlife and vegetative areas were described in the
original 1991 plan to maintain the character of the river valley.

- The portion of the gateway area on the south side of Harmony Road was **considered for purchase** as a City Natural Area for Community Separator and viewshed purposes starting in the late 1990’s. Habitat was not considered a significant purpose due to the gravel mined landscape. The City considered the opportunity on multiple occasions.

- A large, visually prominent **cell phone tower** was built adjacent to the interchange on the south side of Harmony Road in the County’s jurisdiction.

- The City’s 1997 Comprehensive Plan update known as **City Plan** designated Harmony Road as one of four **Enhanced Travel Corridors** for future high-frequency transit in the long-term structure of the city.

- The **City Structure Plan map** (City Plan’s land use map) envisioned a ‘Green Edge’ of the city along the low-lying southeastern edge of city including the Gateway Area, suggesting that development intensity would taper down to a fairly open and rural landscape, helping to preserve the separate identities of Fort Collins and Timnath.

- The City and County twice extended Fort Collins’ **Growth Management Area** southward from its boundary ½ mile south of Harmony Road at the time of the original Harmony Corridor Plan. In 2020, it extends 3½ miles further south to the SH 392/Carpenter road interchange area.

- Two **Community Separator studies** were conducted, in 1999 and 2003, describing potential opportunities for preserving distinct visual and physical separation and identity of Fort Collins, Timnath, and Windsor. These studies were a forum for discussion of cooperative land use planning among jurisdictions and property owners.

- The **2003 Fort Collins-Timnath-Windsor Community Separator Study** specifically identified the Poudre River floodplain corridor, which forms a broad swath around the I-25/Harmony interchange, as a primary opportunity to keep Fort Collins and Timnath separate. The Separator studies generally described possible **implementation actions**, which would require increasing cooperation and decreasing competition for sales tax among regional cities and towns at their edges along I-25.

- The **retail industry** saw the evolution of “big box” superstores, power centers, and lifestyle shopping centers, all serving an increasingly regional market.

- In 2003, the **Larimer County Events Center and the Centerra Lifestyle Shopping Center** opened.

- Retail/commercial activity and competition for **sales tax** has changed rapidly and becoming increasingly aggressive along the I-25 corridor. The interstate has become a focus of annexations and development, with advocates of regional metropolitan
development widely promoting I-25 as “Northern Colorado’s Main Street”.

- **Fort Collins’ position in the regional retail trade area** has weakened significantly since 2001. The City of Fort Collins faces increasing competition for regional retail purchases; this has translated into a decrease in retail sales inflow and increased retail sales leakage since 2001.

- Soon after the Separator studies were completed in 2004, the Town of Timnath re-designated the east entire east side of I-25 directly across from the gateway area for Regional Commercial development, extending from the interchange one mile southward, **negating the Separator concepts for that area**. Walmart, Costco, and associated commercial pads were developed.

- CDOT conducted an Environmental Impact Study process evaluating alternative transportation scenarios for I-25 and related north-south transportation facilities between the Denver Metro area and North Front Range, showing the Harmony interchange as a significant hub for future bus transit.

- **Taller buildings** began to emerge along I-25 in Northern Colorado, with an 8-story hotel constructed near the Larimer County Events Center and other 6-story buildings planned nearby.

- **Development along the top of the river valley wall** has significantly altered the potential for scenic views looking west across the river valley to the mountains beyond, as described in the original 1991 plan.

- Property owners, professional consultants, prospective developers, and City staff have evaluated **several land use initiatives** for the south side of Harmony Road. These were based on reclaiming gravel-mined land and ponds, completely reshaping the floodplain, developing an activity center, and exploring possibilities for City purchase of certain property. These efforts produced significant information and understanding, but none led to Harmony Corridor Plan amendments or land use actions.

- Most of the property in the Gateway Area on the south side of Harmony Road was **annexed** with the exception of the existing gas station property.

- **Eagle View Natural Area** was purchased immediately south of the area across Kechter Road.

- An Overall Development Plan (ODP) was approved for the south side of Harmony Road based on the requirement for 75% ‘Primary’ uses (non-retail employment and institutional uses). **A Convenience Shopping Center** was subsequently approved under the ODP as a ‘Secondary use’. The ODP presumes filling of ponds and complete reshaping of the floodplain.

- **An apartment complex** was built at the southwest corner of Strauss Cabin Road.

- **Regional traffic volumes continue to increase** on Harmony, Strauss Cabin, and Kechter Roads.
VISION FOR THE GATEWAY AREA

Gateway Area Looking West

Overview

Property owners, community members, decision makers, and various other stakeholders, both public and private, need a shared understanding of how continuing changes should be channeled to contribute to a positive vision.

The original 1991 Harmony Corridor Plan set a direction and starting point: to create a community entryway that integrates high-quality development into a naturalistic landscape with riparian characteristics associated with the river valley. Office and light industrial uses were encouraged; commercial uses were discouraged unless they could be shown to blend unobtrusively into the naturalistic setting.

That general direction has remained valid. 29-plus years of changes, new information, and public discussion have built on that starting point and reaffirmed the essential ideas to make the most of the unique opportunity to form a Fort Collins gateway and a special destination over time if land uses change.

The community’s vision for this entryway includes specific acknowledgement that the whole approach to land use is notably different from typical commercial development oriented to interstate highway exits. Rather, the vision is to provide relief from the prototypical highway development.
ESSENTIAL HARMONY GATEWAY DESIGN ELEMENTS

Implemented as part of the Harmony Corridor Plan update and related Standards and Guidelines, ten basic design elements will apply to future development within the Gateway Area:

1. Naturalistic River Valley Landscape
2. Landscaped Setbacks Along Harmony and I-25 for Visual Image and Character
3. Unified Harmony Road Gateway Streetscape
4. Fort Collins Entryway Signs
5. Habitat Protection and Mitigation
6. Regional Trail Corridor
7. Mobility Hub
8. Limitations on Commercial Signs
9. Stealth Wireless Telecommunication Facilities
10. Unique Land Use and Development Standards

1. Naturalistic River Valley Landscape

Cottonwood groves, willows, and other native plantings will form the most dominant aspect of the area’s image as seen by users of Harmony Road and drivers on I-25. Under this approach, a naturalistic river valley landscape, instead of buildings and signs, becomes the primary view.

2. Landscaped Setbacks Along Harmony and I-25 for Visual Image and Character

Where buildings and parking lots are developed, landscaped setback areas will be provided that average at least 140-190 feet wide along Harmony Road and I-25. These newly landscaped areas along streets will be designed to screen parked vehicles from public view.
vehicles and intentionally frame intermittent views of buildings and their signage as part of the image of buildings sited within a landscape. As such, the setback area can undulate within the average, with some buildings and parking closer to the roadways if parking is fully screened and encroaching buildings are well-integrated into the landscape.

I-25 Landscape Setback Concept

Grading in these setback areas will be informal and have vertical undulation, reflecting landforms shaped by river movement to complement plantings and reinforce the naturalistic landscape. Grading should be at a scale perceivable to drivers at speeds and volumes on Harmony and I-25.

Grading may double as critical floodway and/or drainage facilities and a trail corridor depending on outcomes of separate efforts regarding floodway changes.
3. **Unified Harmony Road Gateway Streetscape**

Perhaps the strongest and most direct impression that can be made for people moving through or coming to the area is the Harmony Road streetscape.

This streetscape includes the street edges as experienced by users of the street, and medians. It includes improvements within the City right-of-way and improvements as part of abutting land uses.

For motorists entering the city, medians and streetscape improvements on the north side of Harmony Road would have the highest visibility. The landscaped medians reduce the scale of the large roadway and add beauty.

As much as possible within space constraints, informal groupings of trees including cottonwoods will span across sidewalks which will be detached and slightly meandering in conjunction with naturalistic grading.

4. **Fort Collins Entry Sign**

Streetscape design projects will explore the most complementary way to include an entry sign in conjunction with the landscaping. For years, public interest has been
expressed in a clearer message to motorists that they are entering Fort Collins, at all major highway entry areas.

In the public planning process for the Gateway Area, community members’ input clearly indicated that any isolated, attention-grabbing sign, monument, sculpture or similar entry feature is not important in favor of a naturalistic landscape to move through.

A landscaped native stone sign wall or other complementary entry sign would reinforce the gateway impression and will be carefully considered, sited and designed considering relationships to similar initiatives at other City gateways.

5. Habitat Protection and Mitigation

Land use changes will include riparian landscaping that contributes to a larger continuous corridor of riparian habitat in rural and open lands across the larger southeast edge of Fort Collins.

City, State, and Federal regulations already govern impacts to existing habitat that would likely occur with development. They generally emphasize protection, enhancement, and alternative mitigation of any losses with land use changes.

For example, on the south side of Harmony Road where greater land use changes may occur, habitat improvements would be required to mitigate expected losses associated with filling ponds and future development.

Newly created ponds, channels, and landscape areas would be part of the framework for development and would be extensively landscaped with native river valley plantings. This would provide a basic degree of urban habitat, mainly for birds and small aquatic species.

With complete reshaping of the most or all of the landscape, there are apparent opportunities for improvements to go beyond minimal mitigation of losses and achieve significant enhancement over unintentional and unsanctioned status of the habitat that has formed in the gravel-mined landscape.

6. Regional Trail Corridor

A landscaped trail corridor thirty to fifty feet wide (or more) will run like a ribbon through the south side of Harmony road to assist in linking trails and Natural Areas to the north and south—the Poudre River Trail in Arapaho Bend Natural Area on the north, and Fossil Creek Trail in Eagle View in the south.
The corridor will be an integral part of the formative framework of public space into which buildings and parking lots will fit. The corridor may be located within required landscape setback areas and should be sited and aligned to maximize the user experience.

Developers will coordinate with the City on appropriate trail design, including alignment, width, surface materials and details.

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7. Mobility Hub

*City Plan* identifies the Harmony interchange area as a ‘Mobility Hub’ recognizing its long-term potential to offer transfers, drop-offs, a station for bus rapid transit (BRT), intersecting multi-use trails, and regional bus transit in addition to its park-n-ride function.

This recognition centers around the TTC; but if any significant development is brought to fruition on the south side of Harmony as envisioned, it will complement the functioning of the TTC starting with a BRT stop and a comfortable pedestrian crossing of Harmony Road. Such development could add options such as car shares, electric charging, and shuttles to connect across Harmony.
8. Limitations on Commercial Signs

Commercial signs within the gateway area will be consistent with the Plan’s character elements as well as compliant with the City’s Sign Code. Present code provisions prohibit off-premise signs (billboards) and place limitations on sign size, height, and manner of display.

Requests for modifications and/or variances to the Sign Code will be evaluated against adopted Harmony Gateway policies. Further, any Planned Unit Development (PUD) application would be required to include a Uniform Sign Program specifying sign type, heights, sizes, placement and lighting.

9. Stealth Wireless Telecommunication Facilities

Making a provision for wireless telecommunication facilities (typically cell towers) balances the needs for residents and the travelling public to have adequate telecommunication services while still protecting key views and upholding the naturalistic design character of the Gateway. New standards would prohibit conventional wireless and other telecommunication towers, unless in those cases where they are screened, roof-mounted equipment or are “stealth” installations located within church steeples, bell towers, flagpoles, grain silos, structures common to the area’s landscape or integrated into building architecture.

10. Land Use and Development Standards

South Side of Harmony Road

This 136-acre area has been zoned for development under the Basic Industrial Non-Retail Employment Activity Center land use designation since 1991, with the potential for major development if the floodway was to be removed and gravel pit ponds filled. In 2020, a 10-acre parcel of developable land exists at the southeast corner of Harmony and Strauss Cabin Roads.

For development to proceed on the south side of Harmony Road beyond the vacant 10-acre parcel, the entire gravel-mined floodplain landscape would need to be completely reshaped from the current gravel pit configuration, filling the ponds in conjunction with a solution to contain the floodway.

Naturalistic river valley landscaping dominated by groupings of cottonwoods and willows would be required to create a significant riparian greenbelt image along Harmony Road and I-25. This landscaping would complement and contribute to the...
larger swath of open and rural lands at this southeast edge of the city and riparian tree groves on the north side of Harmony Road.

Coverage of streets, buildings and parking lots would be limited to 60% of the site area, with the remaining 40% comprising the newly created naturalistic landscape setting. Groupings of evergreen trees would screen parking and help to frame selective intermittent visibility of buildings and their signage and add winter interest.

Development will form an interesting, walkable mixed-use destination with buildings brought together along sidewalks and other walkways and outdoor spaces. While most people will arrive by private vehicle, the pattern will make it convenient and inviting to ‘park once’ and walk within the area.

Because of the focus on a walkable framework, development would be mutually supportive of public transportation, by being convenient for walking, transit use, and bicycling upon arrival.

Beyond the visual image, the pattern would reflect multiple community values regarding livable, sustainable community development. Its character would define it as a notable gateway to Fort Collins and a unique shopping/employment/living destination in the region and state.
**Mixed Land Uses**

A diverse mix of businesses, jobs, and urban housing at relatively high densities, allowing as many opportunities for cross-use as possible within walking distance. This mix offers a chance for people to live, work, and visit with minimal dependency on cars.

Uses could include retail, restaurant, office and institutional buildings, corporate and light industrial employment, lodging and hospitality uses, and a variety of urban styles of housing.

The mix of uses would be limited to the following distribution (as a percentage of net developable acreage):

- **Residential:** 25% minimum
- **Retail and commercial:** 50% maximum
- **Employment:** 25% minimum
  (office, light industrial, institutional)

**Public Space Framework of Streets**

Buildings and parking lots will be fitted into a well-planned framework of public space, with blocks formed by streets, or pedestrian ‘spines’ adequate to function in lieu of streets. ‘The term ‘streets’ is inclusive of street-like private drives.

**Pedestrian Crossings of Harmony and Strauss Cabin Roads**

Prominent pedestrian crossings would be provided at Strauss Cabin & Harmony Roads for reasonably comfortable east-west and north-south pedestrian crossings.
movement throughout the area.

_**Strauss Cabin Pedestrian Crossing Concept at Apartments on West Side**_

**Buildings and Parking Lots**
Buildings and their entrances would be brought together along streetfronts that may combine with a trail corridor and small park and public spaces and define the district.

Accordingly, parking would be either distributed along active pedestrian streets, or consolidated in lots or structures that do not interrupt the pedestrian and visual environment. Landscape plantings internal to parking lots reflect the overall plant pallet for the area.

**North Side of Harmony Road**
The existing land use is likely to remain within a reasonable planning time horizon. The park-n-ride could potentially expand to a degree or add a parking structure as part of long-range plans for a transit hub, but its essential footprint, function, streetscape, and naturalistic landscape are expected to remain consistent with the overall vision.

At such time that these properties redevelop, the *Land Use and Development Standards* described above for the south side of Harmony Road will be apply to the north side of Harmony Road.

The commercial property abutting the interchange, under County jurisdiction, appears unlikely to request annexation and redevelopment within a planning time frame. In the meantime, it will remain a reminder of a past era when it was zoned for commercial uses at an outlying highway exit beyond the City Limits.
DEVELOPMENT STANDARDS TO IMPLEMENT THE STRATEGIES

Architectural, site, landscape and sign plans will be subject to design standards and guidelines that emphasize a distinct place and image consistent with the vision.

PUBLIC SPACE MANAGEMENT

Trail corridor and other open spaces: ownership, maintenance and liability issues would have to be negotiated. Retaining significant amounts of open space may require the expenditure of public funds or a reinvestment of tax dollars created by the development.

GATEWAY AREA GOALS
Shape the future of the gateway area to:
1. Emphasize opportunities of the river valley setting.
2. Express a positive image, community values, and a distinct local feel.
3. Shape development south of Harmony Road to form a walkable, mixed-use district south, including diverse businesses, jobs, urban styles of housing and city amenities.
4. Take advantage of future public transportation systems along Harmony Road and I-25 by evolving a transit hub.

POLICIES

GW-1 Establish a well-planned and attractive gateway entrance to Fort Collins at the I-25 interchange, emphasizing the natural scenic qualities of the area.
GW-2 Protect and enhance the natural resource value of the Cache la Poudre River.
GW-3 Encourage continued master planning efforts in the gateway area.
GW-4 Establish design standards and guidelines for development in the gateway area that emphasize scenic and natural resource values.
GW-6 Create networks of open space and trail systems, that incorporate urban wildlife habitat.
GW-7 Support a balanced transportation system within the context of a pedestrian district that prioritizes pedestrian, transit and bicycle use as well as driving.

IMPLEMENTATION ACTIONS

The following actions need to be taken by the City to ensure that the gateway section of the Plan is implemented.
1. PLAN ADOPTION
Gateway Plan amendment adoption by City Council.

2. GATEWAY PLANNING PHASE TWO
The City should continue the gateway planning effort through the following design and coordination activities:

DESIGN
• Adopt Harmony Corridor Gateway Design Standards and Guidelines.
• Develop and fund a Harmony Road gateway streetscape design.
• Design a Fort Collins entry sign and develop a funding mechanism.
• Develop a conceptual plan for a regional multi-purpose trail.
• Design a naturalistic landscape design for the Harmony and I-25 rights-of-way.

COORDINATION
• Coordinate with the long-range planning efforts of other City departments – Transportation, Parks and Recreation, Water, Wastewater and Stormwater Utilities.
• Coordinate with the Colorado Department of Transportation in regard to decommissioning of frontage roads, and landscaping in the highway right-of-way.
AGENDA ITEM SUMMARY
May 19, 2020

STAFF

Beth Rosen, Affordable Housing Program Administrator
Ingrid Decker, Legal

SUBJECT

Second Reading of Ordinance No. 065, 2020, Appropriating Unanticipated Revenue in the Community Development Block Grant Fund for COVID-19 Response and Recovery.

EXECUTIVE SUMMARY

This item meets the following priorities for items to be considered by Council during the COVID-19 emergency: (1) urgent items specifically related to COVID-19 activities that are critical in nature and must receive Council consideration as soon as possible; (6) items that relate to funding, operation and business activities that the City must continue despite the current crisis; and (7) items that are required to comply with federal or state legal or other requirements.

This Ordinance, unanimously adopted on First Reading on May 5, 2020, appropriates unanticipated Community Development Block Grant (CDBG) funding in the amount of $649,203 from the Department of Housing and Urban Development (HUD) to be used for COVID-19 response and recovery.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

ATTACHMENTS

1. First Reading Agenda Item Summary, May 5, 2020 (w/o attachments) (PDF)
2. Ordinance No. 065, 2020 (PDF)
AGENDA ITEM SUMMARY
City Council

May 5, 2020

STAFF

Beth Rosen, Affordable Housing Program Administrator
Ingrid Decker, Legal

SUBJECT

First Reading of Ordinance No. 065, 2020, Appropriating Unanticipated Revenue in the Community Development Block Grant Fund for COVID-19 Response and Recovery.

EXECUTIVE SUMMARY

This item meets the following priorities for items to be considered by Council during the COVID-19 emergency: (1) urgent items specifically related to COVID-19 activities that are critical in nature and must receive Council consideration as soon as possible; (6) items that relate to funding, operation and business activities that the City must continue despite the current crisis; and (7) items that are required to comply with federal or state legal or other requirements.

The purpose of this item is to appropriate unanticipated Community Development Block Grant (CDBG) funding in the amount of $649,203 from the Department of Housing and Urban Development (HUD) to be used for COVID-19 response and recovery.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

The Community Development Block Grant (CDBG) Entitlement Program provides annual grants on a formula basis to entitled cities and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons. Entitlement communities develop their own programs and funding priorities. However, grantees must give maximum feasible priority to activities which benefit low- and moderate-income persons.

The City is currently administering its Fiscal Year 2019 (FY19) grant award from the Department of Housing and Urban Development (HUD) in the amount of $1,078,629. These funds were appropriated by Council on July 2, 2019, in Ordinance No. 080, 2019, and have been allocated to housing and human services projects as adopted by Council on June 4, 2019, in Resolution No. 2019-074. These funds serve the program year that runs from October 1, 2019, through September 30, 2020.

On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) was signed into law. The CARES Act made available $5 billion in Community Development Block Grant Coronavirus (CDBG-CV) funds. Of this amount, HUD immediately allocated $2 billion based on the fiscal year 2020 CDBG formula. HUD notified the City on April 2, 2020, of its CARES Act allocation in the amount of $649,203. This appropriation will add the new CDBG funding to the FY19 program year and support timely response and deployment. (Attachment 1)

Staff is currently working on a coordinated effort to identify priority needs and uses for this critical funding. This appropriation will allow for expedient deployment of the funds once a Council-approved plan has been adopted.
CITY FINANCIAL IMPACTS

This will increase the City’s total CDBG allocation for FY19 from $1,078,629 to $1,727,832. These additional funds will assist in critical response and recovery efforts not funded by other sources and will free up City resources to address other identified priorities.

ATTACHMENTS

1. HUD CDBG-CV Award Letter (PDF)
ORDINANCE NO. 065, 2020
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROPRIATING UNANTICIPATED REVENUE IN THE
COMMUNITY DEVELOPMENT BLOCK GRANT FUND
FOR COVID-19 RESPONSE AND RECOVERY

WHEREAS, the City receives annual grants of funds from the federal Department of Housing and Urban Development ("HUD") Community Development Block Grant ("CDBG") entitlement program to help support affordable housing and other programs to benefit low- and moderate-income persons; and

WHEREAS, On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") was signed into law, making available $5 billion in Community Development Block Grant Coronavirus ("CDBG-CV") funds; and

WHEREAS, HUD has allocated $649,203 of CDBG-CV funds to the City; and

WHEREAS, this appropriation benefits public health, safety and welfare of the citizens of Fort Collins and serves the public purpose of supporting timely response to and recovery from the impacts of the COVID-19 pandemic; 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 11, of the City Charter provides that federal grant appropriations shall not lapse if unexpended at the end of the budget year until the expiration of the federal grant; and

WHEREAS, the City Manager has recommended the appropriation described herein and determined that this appropriation is available and previously unappropriated from the Community Development Block Grant Fund and will not cause the total amount appropriated in the Community Development Block Grant 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:

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 unanticipated grant revenue in the Community Development Block Grant Fund, the sum of SIX HUNDRED FORTY-
NINE THOUSAND TWO HUNDRED THREE DOLLARS ($649,203), to be used towards COVID-19 response and recovery.

Introduced, considered favorably on first reading, and ordered published this 5th day of May, A.D. 2020, and to be presented for final passage on the 19th day of May, A.D. 2020.

Mayor

ATTEST:

City Clerk

Passed and adopted on final reading on the 19th day of May, A.D. 2020.

Mayor

ATTEST:

City Clerk
AGENDA ITEM SUMMARY
City Council

May 19, 2020

STAFF

Adam Bromley, Director of Operations & Technology
Lance Smith, Utilities Strategic Finance Director
Tim McCollough, Deputy Director, Utilities Light and Power
Cyril Vidergar, Legal

SUBJECT

Second Reading of Ordinance No. 066, 2020, Appropriating Prior Year Reserves and Authorizing the Transfer of Previously Appropriated Funds in the Light and Power Fund for the 700 Wood Street Remodel Project and Related Art in Public Places.

EXECUTIVE SUMMARY

This item meets the following COVID-19 emergency priorities for being on the Council agenda:

- Priority 5 - Items that must move forward based on a council-directed timeline, i.e., completion of a pilot project or the end of a moratorium.
- Priority 6 - Items that relate to funding, operation and business activities that the City must continue despite of the current crisis.

This Ordinance, unanimously adopted on First Reading on May 5, 2020, appropriates funds necessary for completion of the joint control room and associated 700 Wood Street remodel project for Fort Collins Connexion and Electric Utility/Light & Power (L&P) operations. L&P is requesting an appropriation of $900,000 from uncommitted reserves, which has been included in the Utilities’ financial rate strategy and 2019 Capital Improvement Plan. Since this appropriation request is for the purpose of capital construction, City Code also requires a $9,000 contribution (1% of the amount being appropriated) to the Art in Public Places program. This amount is also being requested from uncommitted L&P reserves, bringing the total use of L&P reserves in this request to $909,000. In addition to the appropriation from available reserves, L&P is requesting a transfer of $770,000 in funds previously appropriated for the Substation capital parent account to obtain the remaining funds for the 700 Wood Street remodel project. Council Finance Committee considered and supported this approach on April 20, 2020.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

ATTACHMENTS

1. First Reading Agends Item Summary, May 5, 2020 (w/o attachments) (PDF)
2. Ordinance No. 066, 2020 (PDF)
AGENDA ITEM SUMMARY
City Council
May 5, 2020

STAFF

Adam Bromley, Director of Operations & Technology
Lance Smith, Utilities Strategic Finance Director
Tim McCollough, Deputy Director, Utilities Light and Power
Cyril Vidergar, Legal

SUBJECT

First Reading of Ordinance No. 066, 2020, Appropriating Prior Year Reserves and Authorizing the Transfer of Previously Appropriated Funds in the Light and Power Fund for the 700 Wood Street Remodel Project and Related Art in Public Places.

EXECUTIVE SUMMARY

This item is coming to Council because it meets the following Priorities: (5) will directly support a council driven timeline for an operational space for the network operations and engineering staff in Connexion and (6) provides funding for a project that the City must continue despite the current crisis.

The requested off-cycle appropriation will provide funds necessary to complete the joint control room and associated 700 Wood Street remodel project for Fort Collins Connexion (Connexion) and Electric Utility/Light & Power (L&P) operations. L&P is requesting an appropriation of $900,000 from uncommitted reserves, which has been included in the Utilities’ financial rate strategy and 2019 Capital Improvement Plan (CIP). Since this appropriation request is for the purpose of capital construction, City Code also requires a $9,000 contribution (1% of the amount being appropriated) to the Art in Public Places (APP) program. This amount is also being requested from uncommitted L&P reserves, bringing the total use of L&P reserves in this request to $909,000. In addition to the appropriation from available reserves, L&P is requesting a transfer of $770,000 in funds previously appropriated for the Substation capital parent account to obtain the remaining funds for the 700 Wood Street remodel project. Council Finance Committee considered and supported this approach on April 20, 2020.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

In 2018, L&P included a budget offer in the 2019/20 BFO process to update the Supervisory Control Operations (SCO) center; Council approved that offer as part of the 2019/20 budget. SCO is the control room for the electric distribution center; electric system operators direct switching operations in the field and monitor substation and distribution equipment status to maintain safe, reliable operations of the electric system. SCO is the only area within 700 Wood Street that was not part of the 2016/17 remodel of the 700 Wood Street facilities.

The 2019/20 budget offer is $950,000 for the following scope of work:

- New electric operator consoles replacing existing consoles that are over 30 years old
- A video display system to integrate the new enterprise level software systems to display operational system maps, manage outages, perform advanced distribution management and replace the existing paper wall map
Agenda Item 6

- Replacing existing raised floors at the end of their useful life
- Upgrading lighting and acoustics
- Asbestos remediation

In 2019, it was determined that several functional groups within Connexion (at least 20 employees) need to be located at 700 Wood Street. L&P previously moved employees out of the building to accommodate Connexion Outside Plant employees; as such, little space remains for additional personnel. Therefore, Connexion and L&P began a conceptual design to remodel 700 Wood Street to meet the following criteria:

- Integrate the network operations (Connexion) and electric system operations (L&P) groups into a transparent joint control room facility
- Maintain or exceed the existing level of conference room space
- Accommodate the network engineering staff from Connexion
- Provide workspaces for L&P staff displaced by incoming Connexion personnel or the new remodel

Connexion and L&P also worked with Operations Services, the contracted architect, the control room design consultant, and general contractor on the proposed conceptual design for the joint control room and associated 700 Wood Street remodel. This conceptual design multiplies the affected square footage of the original approved budget item by more than 5-times (original - 1,823 square feet proposed - 9,829 square feet). It also includes the following necessary improvements not originally budgeted:

- Reconfiguration (moving walls) of SCO, e.g., moving kitchen, break room, and existing bathroom to create two bathrooms
- Eliminating existing Poudre, Energy, Horsetooth, and Jetson conference spaces, and adding six new conference spaces
- Reconfiguring/displacing L&P employee workspaces
- Incorporating network engineering and operations employee workspaces
- Adding Connexion lab space

Due to the expanded scope of the project, the estimated cost has grown considerably. The current total estimated cost for the project is $4.37 million; current estimates for each department’s share are $1.75 million for Connexion and $2.62 million for L&P. Staff is currently at about 50% design/20% contingency budget and we expect to refine these estimates as we reach an 80% design/20% contingency. Staff has already reduced the total cost by over $400,000 by value-engineering line items, e.g., adding a coffee station and reconfiguring a small bathroom/locker room. Staff is in process to identify other areas for potential value-engineering and cost reductions that do not degrade the quality of the end product.

L&P has $950,000 appropriated for this work through the 2019/20 budget; and, in an effort to follow City financial guidance regarding potential delays in capital expenditures to help match expected revenue shortcomings, this appropriation does not rely solely on reserves for the entire budget shortfall ($1.7 million). Staff proposes a two-pronged approach that Council Finance Committee reviewed and supported to obtain the funds necessary for the remodel project as described above:

- Obtain a portion ($900,000) by appropriating the amount included in the CIP from L&P reserves and
- Obtain the remaining funds ($770,000) by reallocating from other capital accounts within L&P.

The off-cycle appropriation amount is included in L&P’s current rate strategy (i.e., rate setting recommendations) as it was planned for in the 2019 CIP.

L&P provides proposed capital expenditures for each budget cycle to the Utilities finance division to inform electric rates strategy and future increases. As part of L&P’s 2019 CIP, staff anticipated a budget shortfall once discussions with Connexion began and attempted to include the additional funds necessary through an appropriation to complete the remodel project. This approach allows the appropriation to be funded directly through electric rate revenues. The line item in the CIP for this appropriation was for $900,000, which is just short of the current project estimates. However, this action demonstrates that more than half of the money needed in the appropriation is already projected in existing electric rate revenues and only $770,000 additional
is needed to fully fund the additional remodeling work.

With support from Council Finance Committee and Utilities finance, staff recommends Council re-appropriate unused capital dollars in the L&P Substation parent account to obtain the remaining budget necessary; all capital work currently planned for in the Substations area is included in the budget and the parent account is able to accommodate this re-appropriation.

Not funding this appropriation results in the delay of a permanent working space for Connexion network operations and engineering personnel and limits the value of upgraded enterprise software systems (Advanced Distribution Management System and SCADA system) in L&P. L&P staff realizes the timing of this request is unfortunate given the current financial unpredictability; however, staff is also mindful of the potential for revenues to be below budgeted levels and does not anticipate other off-cycle appropriations in 2020. As such, staff is confident in the timeliness of this off-cycle appropriation recommendation.

CITY FINANCIAL IMPACTS

Staff does not anticipate any negative financial impacts related to the appropriation from L&P reserves or the Substation capital parent account, which will both maintain healthy positive balances after the appropriations. L&P has all Substation capital projects budgeted for 2020 and will not need any funds from the parent account. Even with this appropriation from the Substation parent account, L&P would be able to utilize the remaining balance to fund planned 2021 projects, which will reduce pressure to rely solely on rates to fund the projects included in the CIP. The impacts to these funds are shown below.

The following is a summary of the existing project funding and additional funding resources:

<table>
<thead>
<tr>
<th>Prior Appropriated Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020 BFO item</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Funds to be Appropriated with this Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>Off-cycle Supplemental Appropriation from L&amp;P reserves</td>
</tr>
<tr>
<td>Re-allocation of unused capital dollars in L&amp;P Substation Parent</td>
</tr>
</tbody>
</table>

L&P Portion of Estimated Total Project Cost $2,620,000

The following is a summary of the status of L&P available reserves before and after this appropriation:

| Estimated L&P reserves available at end of 2019 | $10,500,000 |
| L&P reserves available after CAP Mitigation & Resiliency Appropriation | $6,753,862 |
| Wood Street Remodel Appropriation | $900,000 |
| Wood Street Remodel APP Contribution | $9,000 |
| Remaining L&P reserves available | $5,844,862 |

The following is a summary of the status of the L&P Substation Parent account before and after the re-appropriation:

| Substation Parent Account Balance | $1,907,354 |
| Re-appropriation Amount to Wood St. Remodel | $770,000 |
| Remaining Substation Parent Account Balance | $1,137,354 |

BOARD / COMMISSION RECOMMENDATION

The staff recommendation included in this AIS was supported by Council Finance Committee on April 20, 2020.
ORDINANCE NO. 066, 2020
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROPRIATING PRIOR YEAR RESERVES AND AUTHORIZING THE TRANSFER OF PREVIOUSLY APPROPRIATED FUNDS IN THE LIGHT AND POWER FUND FOR THE 700 WOOD STREET REMODEL PROJECT AND RELATED ART IN PUBLIC PLACES

WHEREAS, the 2016-2017 City Budget included costs to renovate the Utility Service Center (USC) located at 700 Wood Street, focusing on modification to meet Electric Utility/Light & Power staff needs, improving building security and energy efficiency, and replacing the Heating, Ventilation and Air Conditioning (HVAC) system; and

WHEREAS, since the 2016-2017 renovations, the City began a telecommunications service and facilities division (FC Connexion) and certain FC Connexion personnel began using USC workspaces, which was an unanticipated use at the time of the 2016-2017 renovations; and

WHEREAS, FC Connexion service deployment has matured to the point where network control needs to be centrally managed with Light & Power facilities to accommodate efficient delivery of FC Connexion services along with reliable operation of the City’s electric system; and

WHEREAS, the Supervisory Control Operations center (SCO) located in the USC is the control room from which electric system operators direct operations and monitor distribution status to maintain safe, reliable operations of the City’s electric system, and additional technical and functional spaces, and related value-engineering improvements are needed to the SCO to co-manage FC Connexion services from this space; and

WHEREAS, the facility upgrades needed to manage FC Connexion operations from the SCO will also require related improvements at the USC to minimize displacement burdens on Light & Power staff currently using affected facilities; and

WHEREAS, Utilities staff recommends appropriating approximately $2.6 million in Light & Power fund reserves and unexpended Substation Parent fund monies to complete the SCO and related renovations to locate FC Connexion functional staff and technical facilities at the USC; and

WHEREAS, this proposed appropriation benefits public health, safety and welfare of the citizens of Fort Collins and serves the public purpose of utilizing existing Utility facilities to provide cost-effective centralized management of City electric distribution services and broadband services, while maintaining a high level of service for ratepayers of both service; and

WHEREAS, this project involves construction estimated to cost more than $250,000, as such, City Code Section 23-304 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, contributions to Art in Public Places for each Utility are kept and spent in such Utility’s own fund, except for maintenance, administration, repair and display costs pursuant to City Code Section 23-303 which are paid from the Cultural Services and Facilities Fund; and

WHEREAS, City Charter Art. V, Section 9 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 Light & Power Fund and will not cause the total amount appropriated in the Light & Power Fund to exceed the current estimate of actual and anticipated revenues to be received in that Fund during this fiscal year; and

WHEREAS, City Charter Art. V, Section 10 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 $770,000 from the Substations capital project parent account to the 700 Wood Street remodel capital 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; and

WHEREAS, the City Manager has recommended the transfer of $1,980 from the Light & Power Fund to the Cultural Services & Facilities Fund and determined that the purpose for which the transferred funds are to be expended remains unchanged; and

WHEREAS, in accordance with City Charter Art. V, Section 10, the appropriation of reserves for the Project from the Light & Power Fund and the transfer of a portion of those unexpended and unencumbered appropriated funds to the APP program established by City Code Section 23-304(a) will be used for Light & Power purposes and improvements in connection with the Project.

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 Light & Power Fund the sum of NINE HUNDRED NINE THOUSAND DOLLARS ($909,000) for the 700 Wood Street Remodel Project and appropriated therein as follows:
<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>700 Wood Street Remodel Project</td>
<td>$900,000</td>
</tr>
<tr>
<td>Art in Public Places Project (Artwork)</td>
<td>7,020</td>
</tr>
<tr>
<td>Art in Public Places Project (transfer to Cultural Services Fund for APP Operations)</td>
<td>1,800</td>
</tr>
<tr>
<td>Art in Public Places Project (transfer to Cultural Services Fund for APP Maintenance)</td>
<td>180</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$909,000</strong></td>
</tr>
</tbody>
</table>

Section 3. That the unexpended and unencumbered appropriated amount of ONE THOUSAND EIGHT HUNDRED DOLLARS ($1,800) in the Light & Power Fund is authorized for transfer to the Cultural Services & Facilities Fund and appropriated therein for the Art in Public Places Program Operations.

Section 4. That the unexpended and unencumbered appropriated amount of ONE HUNDRED EIGHTY DOLLARS ($180) in the Light & Power Fund is authorized for transfer to the Cultural Services & Facilities Fund and appropriated therein for the Art in Public Places Program Maintenance.

Section 5. That the unexpended and unencumbered appropriated amount of SEVEN HUNDRED SEVENTY THOUSAND DOLLARS ($770,000) is hereby authorized for transfer from the Substations Capital Projects parent account to the 700 Wood Street Remodel Project.

Introduced, considered favorably on first reading, and ordered published this 5th day of May, A.D. 2020, and to be presented for final passage on the 19th day of May, A.D. 2020.

Mayor

ATTEST:

City Clerk
Passed and adopted on final reading on the 19th day of May, A.D. 2020.

__________________________________
Mayor

ATTEST:

__________________________________
City Clerk
AGENDA ITEM SUMMARY
City Council

May 19, 2020

STAFF

Darin Atteberry, City Manager
Lawrence Pollack, Budget Director
Travis Storin, Interim Chief Finance Officer
John Duval, Legal

SUBJECT

Second Reading of Ordinance No. 067, 2020 Suspending for Fiscal Years 2021 and 2022 the Biennial Budget Term Required by City Code Section 8-1 and Approving the Temporary Revision of the City’s Budgeting Process for the 2021 and 2022 Budgets.

EXECUTIVE SUMMARY

This item meets the following COVID-19 emergency priorities for being on the Council agenda:

• Priority 2 - Emergency-related items that are not as urgent but need Council consideration.

This Ordinance, unanimously adopted on First Reading on May 5, 2020, modifies the City’s biennial budgeting process due to the current unknowns of the depth and duration of the COVID-19 Pandemic and impacts to the local economy and City revenue streams.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

ATTACHMENTS

1. First Reading Agenda Item Summary, May 5, 2020 (w/o attachments) (PDF)
2. Ordinance No. 067, 2020 (PDF)
AGENDA ITEM SUMMARY
City Council
May 5, 2020

STAFF

Darin Atteberry, City Manager
Lawrence Pollack, Budget Director
Travis Storin, Interim Chief Finance Officer
John Duval, Legal

SUBJECT

First Reading of Ordinance No. 067, 2020 Suspending for Fiscal Years 2021 and 2022 the Biennial Budget Term Required by City Code Section 8-1 and Approving the Temporary Revision of the City’s Budgeting Process for the 2021 and 2022 Budgets.

EXECUTIVE SUMMARY

This item is coming to Council because it meets the following Priority: (2) Emergency-related items that are not as urgent but need Council consideration.

The purpose of this item is to acknowledge modifications to the City’s biennial budgeting process due to the current unknowns of the depth and duration of the COVID-19 Pandemic and impacts to the local economy and City revenue streams.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

City Charter Article V, Section 2 provides that the City Manager shall file with the City Clerk on or before the first Monday in September preceding each budget term the proposed budget for that ensuing budget term. The City’s budget term was set in City Code Section 8-1 as being two fiscal years, the next of which is for the fiscal years 2021 and 2022 (2021-22 Budget Term).

The COVID-19 global pandemic has caused significant turmoil to economies around the globe and is expected to create significant revenue shortfalls for local governments throughout the nation, the depth and duration of which are not currently known.

Thus, the City Manager is recommending that Council suspend for the 2021-22 budget term, by the adoption of this Ordinance, the biennial budget term requirement in Code Section 8-1 in order to allow for a one-year budget term for both 2021 and 2022, but to return to the biennial budget term required by Code Section 8-1 beginning with fiscal years 2023 and 2024.

The City Manager is also planning to forego using the BFO process for the 2021 and 2022 budget terms and in its place to use a revised budgeting process better suited to addressing the economic uncertainties that now exist because of the pandemic. This revised budget process will still include prioritizing the community’s needs as established by Council in its recent adoption of the City’s 2020 Strategic Plan. This will be done in a way that will strive to support and retain the City’s workforce, provide clear and frequent communications to Council and the community concerning the process, and that will use a variety of budget-balancing strategies, such as
Agenda Item 7

adjustment to service levels, use of reserves, and the optimal deployment of funds received from the state and federal governments due to the Pandemic.
ORDINANCE NO. 067, 2020
OF THE COUNCIL OF THE CITY OF FORT COLLINS
SUSPENDING FOR FISCAL YEARS 2021 AND 2022 THE BIENNIAL BUDGET TERM
REQUIRED BY CITY CODE SECTION 8-1 AND APPROVING THE TEMPORARY
REVISION OF THE CITY’S BUDGETING PROCESS FOR THE 2021 AND 2022 BUDGETS

WHEREAS, City Charter Article V, Section 1 provides that the City Council is to set by
ordinance the number of fiscal years that shall constitute the City’s “budget term”; and

WHEREAS, City Charter Article V, Section 2 provides that the City Manager shall file
with the City Clerk on or before the first Monday in September preceding each budget term the
proposed budget for that ensuing budget term; and

WHEREAS, in 2010, the City’s budget term was set in City Code Section 8-1 as being two
fiscal years; and

WHEREAS, the City’s next budget term is for fiscal years 2021 and 2022 (the “2021-22
Budget Term”); and

WHEREAS, since 2005, the City Manager has used a priority-based budgeting process
called Budgeting for Outcomes (“BFO”) to prepare his proposed budget for each budget term,
which process provides City Council, as well as the City’s residents and businesses, with
transparency in how the City Manager prepares his proposed biennial budgets; and

WHEREAS, the COVID-19 global pandemic (the “Pandemic”) has caused significant
turmoil to economies around the globe and is expected to create significant revenue shortfalls for
local governments throughout the nation, the depths of which are not currently known; and

WHEREAS, preparing a budget for a two-year budget term using the BFO process is time-
intensive and works most effectively in times of greater economic certainty and stability, which is
now not the case due to the Pandemic; and

WHEREAS, the City Manager is therefore recommending that City Council suspend for
the 2021-22 Budget Term, by the adoption of this Ordinance, the biennial budget term requirement
in Code Section 8-1 in order to allow for a one-year budget term for both 2021 and 2022, but to
return to the biennial budget term required by Code Section 8-1 beginning with fiscal years 2023
and 2024; and

WHEREAS, the City Manager is also planning to forego using the BFO process for the
2021 and 2022 budget terms and in its place to use a revised budgeting process better suited to
addressing the economic uncertainties that now exist because of the Pandemic; and

WHEREAS, the City Manager is proposing that this revised budget process will include
prioritizing the community’s needs as established by City Council in its recent adoption of the
City’s 2020 Strategic Plan and to do so in a way that will strive to support and retain the City’s
workforce, provide clear and frequent communications to City Council and the community
concerning the process, and that will use a variety of budget-balancing strategies, such as adjustment to service levels, use of reserves, and the optimal deployment of funds received from the state and federal governments due to the Pandemic (the “Revised Budget Process”); and

WHEREAS, City Council and City staff have a duty to preserve the City’s financial strength and to position it for the future as this nation and community emerge from the effects of the Pandemic during the next two years, which the City Council believes can be best achieved by suspending the biennial budget term requirement in Code Section 8-1 for the 2021-22 Budget Term, and then reinstating the biennial budget term requirement for fiscal years 2023 and 2024; and

WHEREAS, the City Council also agrees with the City Manager that it will be in the best interest of the City and its residents for the City Manager to use the Revised Budget Process instead of the BFO process to prepare his proposed budget for the 2021 and 2022 budget terms; and

WHEREAS, this Ordinance is necessary for the public’s health, safety and welfare.

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

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

Section 2. That the City Council hereby suspends the biennial budget term requirement in City Code Section 8-1 for the 2021-22 Budget Term and during this period there shall be a one-year budget term for fiscal years 2021 and 2022. The biennial budget term requirement of Code Section 8-1 shall then be reinstated for the fiscal years 2023 and 2024 and all fiscal years thereafter.

Section 3. That the City Manager’s use of the Revised Budget Process in place of the BFO process for the 2021 and 2022 budget terms is hereby approved.

Section 4. That the City Manager is directed to carefully catalog adjustments to community service levels for ease of communication to the public and to assist City Council in its prioritization of programs when the economy has stabilized and improved.

Introduced, considered favorably on first reading, and ordered published this 5th day of May, A.D. 2020, and to be presented for final passage on the 19th day of May, A.D. 2020.

__________________________
Mayor

ATTEST:

__________________________
City Clerk
Passed and adopted on final reading on this 19th day of May, A.D. 2020.

_____________________________

Mayor

ATTEST:

_____________________________

City Clerk
Agenda Item 10

AGENDA ITEM SUMMARY
City Council

May 19, 2020

STAFF

Jim Bertolini, Historic Preservation Planner
Karen McWilliams, Historic Preservation Planner
Brad Yatabe, Legal

SUBJECT

Second Reading of Ordinance No. 068, 2020, Designating the Brown-Gooding Property, 425 Mathews Street, Fort Collins, Colorado, as a Fort Collins Landmark Pursuant to Chapter 14 of the Code of the City of Fort Collins.

EXECUTIVE SUMMARY

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

This item meets the following COVID-19 emergency priorities for being on the Council agenda:

- Priority 6 - Items that relate to funding, operation and business activities that the City must continue despite the current crisis.

This Ordinance, unanimously adopted on First Reading on May 5, 2020, designates the Brown Gooding Property located at 425 Mathews Street as a Fort Collins Landmark. The owners of this property, Sarah Breseke and Wouter Montfrooij, have a pending Landmark Rehabilitation Loan for which funds have been requested and obligated but cannot be released without the Landmark designation in place. The single-family residence and garage are eligible for recognition as a Landmark due to their significance to Fort Collins under Designation Standard 3, Design/Construction and their historic integrity.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

ATTACHMENTS

1. First Reading Agenda Item Summary, May 5, 2020 (w/o attachments) (PDF)
2. Ordinance No. 068, 2020 (PDF)
AGENDA ITEM SUMMARY
City Council
May 5, 2020

STAFF
Jim Bertolini, Historic Preservation Planner
Karen McWilliams, Historic Preservation Planner
Brad Yatabe, Legal

SUBJECT
First Reading of Ordinance No. 068, 2020, Designating the Brown-Gooding Property, 425 Mathews Street, Fort Collins, Colorado, as a Fort Collins Landmark Pursuant to Chapter 14 of the Code of the City of Fort Collins.

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

This item is coming to Council because it meets Priority 6: Items that relate to funding, operation and business activities that the City must continue despite the current crisis. This property owner has a pending Landmark Rehabilitation Loan for which funds have been requested and obligated but cannot be released without the Landmark designation in place. Delay of this first reading and subsequent second reading would delay construction activity at the property.

The purpose of this item is to designate the Brown Gooding Property located at 425 Mathews Street as a Fort Collins Landmark. The owners of this property, Sarah Breseke and Wouter Montfrooij, are initiating this request. The single-family residence and garage are eligible for recognition as a Landmark due to their significance to Fort Collins under Designation Standard 3, Design/Construction and their historic integrity.

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

BACKGROUND / DISCUSSION
The Brown-Gooding Property is an excellent example of brick “Free Classic” Queen Anne architecture in Fort Collins, featuring a prominent curved front porch with a central, Classically-styled dormer above. The home is also among the most prominent surviving examples of the work of master craftsman Herman Schroeder, a significant builder and carpenter who arrived in Fort Collins in 1878 and constructed or worked on buildings of all types, mostly in downtown or to its south and east. Late-Victorian styling, red brick walls, and ornate wood detailing especially on porches, were indicative of Schroeder’s work in the community. The property at 425 Mathews is among the most significant and best preserved of his residential projects.

CITY FINANCIAL IMPACTS
Recognition of this property as a Fort Collins Landmark enables its owners to qualify for local financial incentive programs available only to Landmark designated properties. Based upon research conducted by Clarion Associates, the property will likely see an increase in value following designation. Clarion Associates attributed
Agenda Item 8

this increase to the fact that current and future owners qualify for financial incentives; the appeal of owning a recognized historic landmark; and the assurance of predictability that design review offers.

BOARD / COMMISSION RECOMMENDATION

At its January 15, 2020 meeting, the Landmark Preservation Commission (LPC) adopted a motion on a vote of 7-0 (1 recusal) to recommend that City Council designate the Brown-Gooding Property as a Fort Collins Landmark in accordance with Municipal Code Chapter 14, based on the property’s significance under Standard 3, Design/Construction and its exterior integrity based upon all seven aspects of integrity.

PUBLIC OUTREACH

Public outreach was limited to interaction with the property owner and presentation/approval at a regular session of the Landmark Preservation Commission.

ATTACHMENTS

1. Location map (PDF)
2. Landmark Designation Application (PDF)
3. Photos (PDF)
4. Landmark Preservation Commission Resolution No. 2, 2020 (PDF)
ORDINANCE NO. 068, 2020

OF THE COUNCIL OF THE CITY OF FORT COLLINS

DESIGNATING THE BROWN-GOODING PROPERTY,

425 MATHEWS STREET, FORT COLLINS, COLORADO,

AS A FORT COLLINS LANDMARK PURSUANT TO

CHAPTER 14 OF THE CODE OF THE CITY OF FORT COLLINS

WHEREAS, pursuant to City Code Section 14-1, the City Council has established a public policy encouraging the protection, enhancement and perpetuation of historic landmarks within the City; and

WHEREAS, by resolution adopted on January 15, 2020, the Landmark Preservation Commission (the “Commission”) determined that the Brown-Gooding Property, 425 Mathews Street, in Fort Collins, as more specifically described in the legal description below (the “Property”), is eligible for landmark designation pursuant to City Code Chapter 14, Article II, for the property’s high degree of all seven standards of integrity under City Code Section 14-22(b)(1-7), and for the property’s significance to Fort Collins under Standard of Significance 3, Design/Construction, contained in City Code Section 14-22(a)(1) and 14-22(a)(3); and

WHEREAS, the Commission further determined that designation of the Property will advance the policies and purposes set forth in City Code Sections 14-1 and 14-2 in a manner and extent sufficient to justify designation; and

WHEREAS, the Commission recommends that the City Council designate the Property as a Fort Collins landmark; and

WHEREAS, the owner of the Property has consented to such landmark designation and desires to protect the Property; and

WHEREAS, such landmark designation will preserve the Property’s significance to the community; and

WHEREAS, the City Council has reviewed the recommendation of the Commission and desires to follow such recommendation and designate the Property as a landmark; and

WHEREAS, designation of the Property as a landmark is necessary for the prosperity, civic pride, and welfare of the public.

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

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

Section 2. That the Property located in the City of Fort Collins, Larimer County, Colorado, described as follows, to wit:
Lot 2, Block 134, Fort Collins;
also known by street and number as 425 Mathews Street,
City of Fort Collins, County of Larimer, State of Colorado

be designated as a Fort Collins Landmark in accordance with City Code Chapter 14.

Section 3. That alterations, additions and other changes to the buildings and structures located upon the Property will be reviewed for compliance with City Code Chapter 14, Article IV, as currently enacted or hereafter amended.

Introduced, considered favorably on first reading, and ordered published this 5th day of May, A.D. 2020, and to be presented for final passage on the 19th day of May, A.D. 2020.

__________________________________
Mayor

ATTEST:

__________________________________
City Clerk

Passed and adopted on final reading on the 19th day of May, A.D. 2020.

__________________________________
Mayor

ATTEST:

__________________________________
City Clerk
AGENDA ITEM SUMMARY
May 19, 2020

STAFF
Jim Bertolini, Historic Preservation Planner
Karen McWilliams, Historic Preservation Planner
Brad Yatabe, Legal

SUBJECT
Second Reading of Ordinance No. 069, 2020, Designating the Horsley/Delta Zeta Property, 201 East Elizabeth Street, Fort Collins, Colorado, as a Fort Collins Landmark Pursuant to Chapter 14 of the Code of the City of Fort Collins.

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

This item meets the following COVID-19 emergency priorities for being on the Council agenda:

- Priority 6 - Items that relate to funding, operation and business activities that the City must continue despite the current crisis.

This Ordinance, unanimously adopted on First Reading on May 5, 2020 designates the Horsley/Delta Zeta Property, 201 East Elizabeth Street, as a Fort Collins Landmark. The owner of this property, Stephanie Walter, has a pending Landmark Rehabilitation Loan for which funds have been requested and obligated but cannot be released without the Landmark designation in place. The property is eligible for recognition as a Landmark due to its significance to Fort Collins under Designation Standards 1, 2, and 3. Design/Construction and its historic integrity.

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

ATTACHMENTS
1. First Reading Agenda Item Summary, May 5, 2020 (w/o attachments) (PDF)
2. Ordinance No. 069, 2020 (PDF)
AGENDA ITEM SUMMARY

City Council  
May 5, 2020

STAFF

Jim Bertolini, Historic Preservation Planner  
Karen McWilliams, Historic Preservation Planner  
Brad Yatabe, Legal

SUBJECT

First Reading of Ordinance No. 069, 2020, Designating the Horsley/Delta Zeta Property, 201 East Elizabeth Street, Fort Collins, Colorado, as a Fort Collins Landmark Pursuant to Chapter 14 of the Code of the City of Fort Collins.

EXECUTIVE SUMMARY

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

This item is coming to Council because it meets Priority 6: Items that relate to funding, operation and business activities that the City must continue despite the current crisis. This property owner has a pending Landmark Rehabilitation Loan for which funds have been requested and obligated but cannot be released without the Landmark designation in place. Delay of this first reading and subsequent second reading would delay construction activity at the property.

The purpose of this item is to designate the Horsley/Delta Zeta Property, 201 East Elizabeth Street, as a Fort Collins Landmark. The owner of this property, Stephanie Walter, is initiating this request. The property is eligible for recognition as a Landmark due to its significance to Fort Collins under Designation Standards 1. Events, and 3. Design/Construction and its historic integrity.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

The Horsley/Delta Zeta Property at 201 East Elizabeth is significant under both Standard 1 and Standard 3 for its historical and architectural importance. The property is a significant reflection of mid-twentieth century university fraternity and sorority life in Fort Collins, specifically as a well-preserved example of a residential property east of campus purchased by a sorority in 1945 and adapted for use as a sorority house. The property is also an excellent instance of a comparatively rare surviving example of Tudor Revival architecture in Fort Collins. Although the property has evolved over time, it has strong integrity to its historic use as a sorority house and retains its character-defining features as a Tudor-Revival style residence.

CITY FINANCIAL IMPACTS

Recognition of this property as a Fort Collins Landmark enables its owners to qualify for local financial incentive programs available only to Landmark designated properties. Based upon research conducted by Clarion Associates, the property will likely see an increase in value following designation. Clarion Associates attributed
this increase to the fact that current and future owners qualify for financial incentives; the appeal of owning a recognized historic landmark; and the assurance of predictability that design review offers.

BOARD / COMMISSION RECOMMENDATION

At its January 15, 2020 meeting, the Landmark Preservation Commission (LPC) unanimously adopted a motion to recommend that City Council designate the Horsley/Delta Zeta Property as a Fort Collins Landmark in accordance with Municipal Code Chapter 14, based on the property’s significance under Standard 1, Events and Standard 3, Design/Construction and its exterior integrity based upon all seven aspects of integrity.

PUBLIC OUTREACH

Public outreach was limited to interaction with the property owner and presentation/approval at a regular session of the Landmark Preservation Commission.

ATTACHMENTS

1. Location Map (PDF)
2. Landmark Application, with photos (PDF)
3. Photos (PDF)
4. Landmark Preservation Commission Resolution No. 1, 2020 (PDF)
ORDINANCE NO. 069, 2020
OF THE COUNCIL OF THE CITY OF FORT COLLINS
DESIGNATING THE HORSLEY/DELTA ZETA PROPERTY,
201 EAST ELIZABETH STREET, FORT COLLINS, COLORADO,
AS A FORT COLLINS LANDMARK PURSUANT TO
CHAPTER 14 OF THE CODE OF THE CITY OF FORT COLLINS

WHEREAS, pursuant to City Code Section 14-1, the City Council has established a public policy encouraging the protection, enhancement and perpetuation of historic landmarks within the City; and

WHEREAS, by resolution adopted on January 15, 2020, the Landmark Preservation Commission (the “Commission”) determined that the Horsley/Delta Zeta Property, 201 East Elizabeth Street, in Fort Collins, as more specifically described in the legal description below (the “Property”), is eligible for landmark designation pursuant to City Code Chapter 14, Article II, for the property’s high degree of all seven standards of integrity under City Code Section 14-22(b)(1-7), and for the property’s significance to Fort Collins under Standards of Significance 1, Events, and 3, Design/Construction, contained in City Code Section 14-22(a)(1) and 14-22(a)(3); and

WHEREAS, the Commission further determined that designation of the Property will advance the policies and purposes set forth in City Code Sections 14-1 and 14-2 in a manner and extent sufficient to justify designation; and

WHEREAS, the Commission recommends that the City Council designate the Property as a Fort Collins landmark; and

WHEREAS, the owner of the Property has consented to such landmark designation and desires to protect the Property; and

WHEREAS, such landmark designation will preserve the Property’s significance to the community; and

WHEREAS, the City Council has reviewed the recommendation of the Commission and desires to follow such recommendation and designate the Property as a landmark; and

WHEREAS, designation of the Property as a landmark is necessary for the prosperity, civic pride, and welfare of the public.

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

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.
Section 2. That the Property located in the City of Fort Collins, Larimer County, Colorado, described as follows, to wit:

Lot 2 and North 20 feet of Lot 3, Block 5, Crafts Re-subdivision; also known by street and number as 201 East Elizabeth Street, City of Fort Collins, County of Larimer, State of Colorado

be designated as a Fort Collins Landmark in accordance with City Code Chapter 14.

Section 3. That alterations, additions and other changes to the buildings and structures located upon the Property will be reviewed for compliance with City Code Chapter 14, Article IV, as currently enacted or hereafter amended.

Introduced, considered favorably on first reading, and ordered published this 5th day of May, A.D. 2020, and to be presented for final passage on the 19th day of May, A.D. 2020.

Mayor

ATTEST:

City Clerk

Passed and adopted on final reading on the 19th day of May, A.D. 2020.

Mayor

ATTEST:

City Clerk
AGENDA ITEM SUMMARY
May 19, 2020

STAFF

Tracy Dyer, Engineering Project Manager
Claire Havelda, Legal

SUBJECT

Items Relating to the College Avenue/Trilby Road Intersection Improvements Project.

EXECUTIVE SUMMARY

A. Resolution 2020-046 Approving the Intergovernmental Agreement with the Colorado Department of Transportation for Road Intersection Improvements - College Avenue-Trilby Road.

B. First Reading of Ordinance No. 071, 2020, Making Supplemental Appropriations for the College Avenue-Trilby Road Intersection Improvements Project.

This item meets the following COVID-19 emergency priorities for being on the Council agenda:

- Priority 6 - Items that relate to funding, operation and business activities that the city must continue despite the current crisis.
- Priority 7 - Items that are required to comply with federal or state legal or other requirements.

The purpose of this item is to authorize the Mayor to sign an intergovernmental agreement (IGA) between the City and the Colorado Department of Transportation (CDOT) to accept previously awarded federal grants needed for the design, right-of-way acquisition and construction of necessary improvements to the College Avenue and Trilby Road intersection. Ordinance No. 071, 2020 will appropriate the following state and federal funded grants:

- Highway Safety Improvement Program (HSIP) for safety related improvements ($2,250,000)
- Congestion, Mitigation and Air Quality Improvements (CMAQ) program ($387,371)
- Funding Advancements for Surface Transportation & Economic Recovery (FASTER) ($1,500,000)

STAFF RECOMMENDATION

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

BACKGROUND / DISCUSSION

College Avenue and Trilby Road intersection is currently the City’s highest priority intersection in terms of safety and operational efficiency, according to the Arterial Intersection Prioritization Study (AIPS). The initial 2010/11 AIPS identified the intersection as being a higher priority intersection at that time. With the completion of the intersections of higher priority in recent years, College Avenue and Trilby Road has now moved into the number one position. The intersection requires improvements to enhance safety and basic arterial/arterial road infrastructure which includes turn lanes, pedestrian facilities and adequate set-back of utilities. The Project will include multi-modal facility improvements in order to create a safer and more efficient intersection for all types of users. Single left turn lanes currently exist for northbound and southbound traffic. Additionally,
the Project may include right turn lanes, multi-modal improvements, median and landscaping improvements, and pedestrian improvements. The project is being viewed as a total reconstruction.

- Improve safety for vehicles, bicycle, pedestrian and other multi-modal travel
- Install standard lane configurations for all lane movements / directions of travel
- Reduce congestion for vehicle travel
- Upgrade the intersection to current Americans with Disabilities Act (ADA) standards.

CITY FINANCIAL IMPACTS

The following is a summary of the project funding:

<table>
<thead>
<tr>
<th>Prior Appropriated Funds</th>
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</thead>
<tbody>
<tr>
<td>Prior Appropriated TCEF Funds</td>
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<tr>
<td>Prior Appropriated Transportation Funds</td>
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<tr>
<td><strong>Total Prior Appropriations</strong></td>
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<table>
<thead>
<tr>
<th>Funds to be Appropriated with this Action</th>
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</tr>
</thead>
<tbody>
<tr>
<td>HSIP (Highway Safety Improvement Program)</td>
<td>$2,250,000</td>
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<tr>
<td>FASTER (Funding Advancements for Surface Transportation &amp; Economic Recovery)</td>
<td>$1,500,000</td>
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<tr>
<td>CMAQ (Congestion, Mitigation and Air Quality Improvements Program)</td>
<td>$387,371</td>
</tr>
<tr>
<td><strong>Total this Appropriation</strong></td>
<td><strong>$4,137,371</strong></td>
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<table>
<thead>
<tr>
<th>Future Funding Dedicated to Project</th>
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</thead>
<tbody>
<tr>
<td>Arterial Intersection CCIP Funds - 2021</td>
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</tr>
<tr>
<td>Arterial Intersection CCIP Funds - 2022</td>
<td>$400,000</td>
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<tr>
<td><strong>Total Current Project Budget</strong></td>
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<table>
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<tr>
<th>Grant</th>
<th>Award Amount</th>
<th>Local Match Required (previously appropriated)</th>
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<tbody>
<tr>
<td>HSIP</td>
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<td>$0</td>
</tr>
<tr>
<td>FASTER</td>
<td>$1,500,000</td>
<td>$0</td>
</tr>
<tr>
<td>CMAQ</td>
<td>$387,371</td>
<td>$80,525</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$4,137,371</strong></td>
<td><strong>$80,525</strong></td>
</tr>
</tbody>
</table>

No additional local funds will be required for this appropriation. The prior appropriations serve as sufficient local match.

All grant revenue and expenses will be added to the existing project budget within the Capital Projects fund.

Prior appropriations included the required contributions for Art in Public Places under Fort Collins Municipal Code. The funds to be appropriated with this action may not be used for the Art in Public Places purpose, so no additional contribution is required in connection with this appropriation pursuant to the Fort Collins Municipal Code.

BOARD / COMMISSION RECOMMENDATION

As this project is currently getting underway, staff will provide updates and check-ins with applicable boards and commissions during the design and construction phases of the project.
PUBLIC OUTREACH

For the reasons above, staff has scoped public meetings and proactive outreach with interested stakeholders, both immediate to the Project footprint and beyond. This effort is expected to occur during design as well as construction.

ATTACHMENTS

1. Location Map (PDF)
RESOLUTION 2020-046
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH THE COLORADO DEPARTMENT OF TRANSPORTATION FOR ROAD INTERSECTION IMPROVEMENTS – COLLEGE AVENUE -TRILBY ROAD

WHEREAS, according to the Arterial Intersection Prioritization Study (AIPS), College and Trilby Road intersection (the “Intersection”) is currently Fort Collins’ highest priority intersection in terms of safety and operational efficiency; and

WHEREAS, the Intersection accounts for a higher than average crash and cost rates and lacks basic arterial road infrastructure; and

WHEREAS, improvement of this intersection (the “Project”) will include multi-modal facility improvements for safety of vehicles, bicycles, pedestrians and other multi-modal travel; installation of standard lane configurations for all lane movements/directions of travel; reduction of congestion for vehicle travel; and upgrading of the intersection to current American with Disability Act Standards; and

WHEREAS; this Resolution comes before City Council for the authorization of an Intergovernmental Agreement between the City and the Colorado Department of Transportation (“CDOT”) to accept previously awarded federal grants needed for the design, right of way acquisition and construction of necessary improvements to the Project; and

WHEREAS, the City Council desires to approve this Intergovernmental Agreement between the City and CDOT for the disbursement of funding.

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

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

Section 2. That the Mayor is hereby authorized to sign, on behalf of the City, the Intergovernmental Agreement with CDOT for the College Avenue – Trilby Improvements Project in substantially the form attached hereto as Exhibit “A,” with such additional or modified terms and conditions as the City Manager, in consultation with the City Attorney, determines to be necessary and appropriate to protect the interests of the City or effectuate the purposes of this Resolution.

Section 3. The City Council hereby delegates authority to the City Manager to approve and execute future amendments to this IGA as the City Manager, in consultation with the City Attorney, determines to be necessary and appropriate to facilitate completion of the Project, so long as such amendments do not substantially alter the purposes of the IGA, increase the cost of the Project or modify the allocation of funding for the Project.
Passed and adopted at a regular meeting of the Council of the City of Fort Collins this 19th day of May, A.D. 2020.


Mayor

ATTEST:

__________________________
City Clerk
## STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT

### Signature and Cover Page

<table>
<thead>
<tr>
<th>State Agency</th>
<th>Agreement Routing Number</th>
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<tr>
<td>Department of Transportation</td>
<td>20-HA4-XC-03022</td>
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<th>Local Agency</th>
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<tr>
<td>CITY OF FORT COLLINS</td>
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<tr>
<th>Agreement Description</th>
<th>Agreement Routing Number</th>
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<tr>
<td>US 287 and Trilby Road Intersection</td>
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<tr>
<th>Project #</th>
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<tr>
<td>SHO M455-124 (21966)</td>
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### Agreement Routing Number

- 20-HA4-XC-03022

### Agreement Effective Date

- The later of the effective date or
- March 11, 2020

### Agreement Expiration Date

- March 10, 2030

### Agreement Maximum Amount

- $4,217,896.00

### THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement and to bind the Party authorizing his or her signature.

#### LOCAL AGENCY

CITY OF FORT COLLINS

<table>
<thead>
<tr>
<th>Signature</th>
<th>By: Wade Troxell, Mayor</th>
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<td>Date:</td>
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#### STATE OF COLORADO

Jared S. Polis, Governor
Department of Transportation
Shoshana M. Lew, Executive Director

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<thead>
<tr>
<th>Signature</th>
<th>By: Stephen Harelson, P.E., Chief Engineer</th>
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#### LEGAL REVIEW

Philip J. Weiser, Attorney General

<table>
<thead>
<tr>
<th>Signature</th>
<th>By: Assistant Attorney General</th>
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<tr>
<td>Date:</td>
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#### 2nd State or Local Agency Signature if Needed

<table>
<thead>
<tr>
<th>Signature</th>
<th>By: (Print Name and Title)</th>
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#### STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

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<tr>
<th>Signature</th>
<th>By: Department of Transportation</th>
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In accordance with §24-30-202 C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.

### STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

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### Effective Date

- _________________________

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EXHIBIT A
OLA #: 331002094
Routing #: 20-HA4-XC-03022

Packet Pg. 149
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EXHIBIT M, OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS

1. PARTIES
This Agreement is entered into by and between Local Agency named on the Signature and Cover Page for this Agreement ("Local Agency"), and the STATE OF COLORADO acting by and through the State agency named on the Signature and Cover Page for this Agreement (the "State" or "CDOT"). Local Agency and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE
A. Effective Date
This Agreement shall not be valid or enforceable until the Effective Date, and Agreement Funds shall be expended within the dates shown in Exhibit C for each respective phase ("Phase Performance Period(s)"). The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Local Agency for any Work performed or expense incurred before 1) the Effective Date of this original Agreement; 2) before the encumbering document for the respective phase and the official Notice to Proceed for the respective phase; or 3) after the Final Phase Performance
End Date, as shown in Exhibit C.

B. Initial Term

The Parties’ respective performances under this Agreement shall commence on the Agreement Effective Date shown on the Signature and Cover Page for this Agreement and shall terminate on the date of notice of CDOT final acceptance (“Agreement Expiration Date”) shown on the Signature and Cover Page for this Agreement, unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. This subsection shall not apply to a termination of this Agreement by the State for breach by Local Agency, which shall be governed by §14.A.i.

i. Method and Content

The State shall notify Local Agency of such termination in accordance with §16. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Local Agency shall be subject to §14.A.i.a

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Local Agency an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Local Agency for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Local Agency which are directly attributable to the uncompleted portion of Local Agency’s obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Local Agency hereunder.

3. AUTHORITY

Authority to enter into this Agreement exists in the law as follows:

A. Federal Authority

Pursuant to Title I, Subtitle A, of the “Fixing America’s Surface Transportation Act” (FAST Act) of 2015, and to applicable provisions of Title 23 of the United States Code and implementing regulations at Title 23 of the Code of Federal Regulations, as may be amended, (collectively referred to hereinafter as the “Federal Provisions”), certain federal funds have been and are expected to continue to be allocated for transportation projects requested by Local Agency and eligible under the Surface Transportation Improvement Program that has been proposed by the State and approved by the Federal Highway Administration (“FHWA”).

B. State Authority

Pursuant to CRS §43-1-223 and to applicable portions of the Federal Provisions, the State is responsible for the general administration and supervision of performance of projects in the Program, including the administration of federal funds for a Program project performed by a Local Agency under a contract with the State. This Agreement is executed under the authority of CRS §§29-1-203, 43-1-110; 43-1-116, 43-2-101(4)(c) and 43-2-104.5.

4. PURPOSE

The purpose of this Agreement is to disburse Federal funds to the Local Agency pursuant to CDOT’s Stewardship Agreement with the FHWA.
5. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. “Agreement” means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

B. “Agreement Funds” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.

C. “Award” means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

D. “Budget” means the budget for the Work described in Exhibit C.

E. “Business Day” means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.

F. “Consultant” means a professional engineer or designer hired by Local Agency to design the Work Product.

G. “Contractor” means the general construction contractor hired by Local Agency to construct the Work.

H. “CORA” means the Colorado Open Records Act, §§24-72-200.1 et. seq., C.R.S.

I. “Effective Date” means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature and Cover Page for this Agreement.

J. “Evaluation” means the process of examining Local Agency’s Work and rating it based on criteria established in §6, Exhibit A and Exhibit E.

K. “Exhibits” means the following exhibits attached to this Agreement:
   i. Exhibit A, Statement of Work.
   ii. Exhibit B, Sample Option Letter.
   iii. Exhibit C, Funding Provisions
   iv. Exhibit D, Local Agency Resolution
   v. Exhibit E, Local Agency Contract Administration Checklist
   vi. Exhibit F, Certification for Federal-Aid Contracts
   vii. Exhibit G, Disadvantaged Business Enterprise
   viii. Exhibit H, Local Agency Procedures for Consultant Services
   x. Exhibit J, Additional Federal Requirements
   xii. Exhibit L, Sample Sub-Recipient Monitoring and Risk Assessment Form
   xiii. Exhibit M, Supplemental Provisions for Federal Awards Subject to The Office of Management and Budget Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards (the “Uniform Guidance”)

L. “Federal Award” means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
M. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient.

N. “FHWA” means the Federal Highway Administration, which is one of the twelve administrations under the Office of the Secretary of Transportation at the U.S. Department of Transportation. FHWA provides stewardship over the construction, maintenance and preservation of the Nation’s highways and tunnels. FHWA is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.

O “Goods” means any movable material acquired, produced, or delivered by Local Agency as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Local Agency in connection with the Services.

P. “Incident” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

Q. “Initial Term” means the time period defined in §2.B

R. “Notice to Proceed” means the letter issued by the State to the Local Agency stating the date the Local Agency can begin work subject to the conditions of this Agreement.

S. “OMB” means the Executive Office of the President, Office of Management and Budget.

T. “Oversight” means the term as it is defined in the Stewardship Agreement between CDOT and the FHWA.

U. “Party” means the State or Local Agency, and “Parties” means both the State and Local Agency.

V. “PII” means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 C.R.S.

W. “Recipient” means the Colorado Department of Transportation (CDOT) for this Federal Award.

X. “Services” means the services to be performed by Local Agency as set forth in this Agreement, and shall include any services to be rendered by Local Agency in connection with the Goods.

Y. “State Confidential Information” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII and State personnel records not subject to disclosure under CORA.

Z. “State Fiscal Rules” means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a).

AA. “State Fiscal Year” means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

BB. “State Purchasing Director” means the position described in the Colorado Procurement Code and its implementing regulations.

CC. “State Records” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

DD. “Subcontractor” means third-parties, if any, engaged by Local Agency to aid in performance of the Work.

EE. “Subrecipient” means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency.

guidance in Circular A-50 on Single Audit Act follow-up.

GG. “Work” means the delivery of the Goods and performance of the Services in compliance with CDOT’s Local Agency Manual described in this Agreement.

HH. “Work Product” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

6. STATEMENT OF WORK

Local Agency shall complete the Work as described in this Agreement and in accordance with the provisions of Exhibit A, and the Local Agency Manual. The State shall have no liability to compensate Local Agency for the delivery of any Goods or the performance of any Services that are not specifically set forth in this Agreement.

Work may be divided into multiple phases that have separate periods of performance. The State may not compensate for Work that Local Agency performs outside of its designated phase performance period. The performance period of phases, including, but not limited to Design, Construction, Right of Way, Utilities, or Environment phases, are identified in Exhibit C. The State may unilaterally modify Exhibit C from time to time, at its sole discretion, to extend the period of performance for a phase of Work authorized under this Agreement. To exercise this phase performance period extension option, the State will provide written notice to Local Agency in a form substantially equivalent to Exhibit B. The State’s unilateral extension of phase performance periods will not amend or alter in any way the funding provisions or any other terms specified in this Agreement, notwithstanding the options listed under §7.E.

A. Local Agency Commitments

i. Design

If the Work includes preliminary design, final design, design work sheets, or special provisions and estimates (collectively referred to as the “Plans”), Local Agency shall ensure that it and its Contractors comply with and are responsible for satisfying the following requirements:

a. Perform or provide the Plans to the extent required by the nature of the Work.
b. Prepare final design in accordance with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by the State.
c. Prepare provisions and estimates in accordance with the most current version of the State’s Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction or Local Agency specifications if approved by the State.
d. Include details of any required detours in the Plans in order to prevent any interference of the construction Work and to protect the traveling public.
e. Stamp the Plans as produced by a Colorado registered professional engineer.
f. Provide final assembly of Plans and all other necessary documents.
g. Ensure the Plans are accurate and complete.
h. Make no further changes in the Plans following the award of the construction contract to Contractor unless agreed to in writing by the Parties. The Plans shall be considered final when approved in writing by CDOT, and when final, they will be deemed incorporated herein.

ii. Local Agency Work

a. Local Agency shall comply with the requirements of the Americans With Disabilities Act (ADA) 42 U.S.C. § 12101, et. seq., and applicable federal regulations and standards as contained in the document “ADA Accessibility Requirements in CDOT Transportation
Projects”.

b. Local Agency shall afford the State ample opportunity to review the Plans and shall make any changes in the Plans that are directed by the State to comply with FHWA requirements.

c. Local Agency may enter into a contract with a Consultant to perform all or any portion of the Plans and/or construction administration. Provided, however, if federal-aid funds are involved in the cost of such Work to be done by such Consultant, such Consultant contract (and the performance provision of the Plans under the contract) must comply with all applicable requirements of 23 C.F.R. Part 172 and with any procedures implementing those requirements as provided by the State, including those in Exhibit H. If Local Agency enters into a contract with a Consultant for the Work:

1) Local Agency shall submit a certification that procurement of any Consultant contract complies with the requirements of 23 C.F.R. 172.5(1) prior to entering into such Consultant contract, subject to the State’s approval. If not approved by the State, Local Agency shall not enter into such Consultant contract.

2) Local Agency shall ensure that all changes in the Consultant contract have prior approval by the State and FHWA and that they are in writing. Immediately after the Consultant contract has been awarded, one copy of the executed Consultant contract and any amendments shall be submitted to the State.

3) Local Agency shall require that all billings under the Consultant contract comply with the State’s standardized billing format. Examples of the billing formats are available from the CDOT Agreements Office.

4) Local Agency (and any Consultant) shall comply with 23 C.F.R. 172.5(b) and (d) and use the CDOT procedures described in Exhibit H to administer the Consultant contract.

5) Local Agency may expedite any CDOT approval of its procurement process and/or Consultant contract by submitting a letter to CDOT from Local Agency’s attorney/authorized representative certifying compliance with Exhibit H and 23 C.F.R. 172.5(b) and (d).

6) Local Agency shall ensure that the Consultant contract complies with the requirements of 49 CFR 18.36(i) and contains the following language verbatim:

(a) The design work under this Agreement shall be compatible with the requirements of the contract between Local Agency and the State (which is incorporated herein by this reference) for the design/construction of the project. The State is an intended third-party beneficiary of this agreement for that purpose.

(b) Upon advertisement of the project work for construction, the consultant shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project.

(c) The consultant shall review the construction Contractor’s shop drawings for conformance with the contract documents and compliance with the provisions of the State’s publication, Standard Specifications for Road and Bridge Construction, in connection with this work.

(d) The State, in its sole discretion, may review construction plans, special provisions and estimates and may require Local Agency to make such changes therein as the State determines necessary to comply with State and FHWA requirements.

iii. Construction

If the Work includes construction, Local Agency shall perform the construction in accordance with the approved design plans and/or administer the construction in accordance with Exhibit E. Such administration shall include Work inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and minor contract revisions; processing construction Contractor claims; construction supervision; and meeting the quality control requirements of the FHWA/CDOT Stewardship Agreement, as described in Exhibit E.
a. The State may, after providing written notice of the reason for the suspension to Local Agency, suspend the Work, wholly or in part, due to the failure of Local Agency or its Contractor to correct conditions which are unsafe for workers or for such periods as the State may deem necessary due to unsuitable weather, or for conditions considered unsuitable for the prosecution of the Work, or for any other condition or reason deemed by the State to be in the public interest.

b. Local Agency shall be responsible for the following:
   1) Appointing a qualified professional engineer, licensed in the State of Colorado, as Local Agency Project Engineer (LAPE), to perform engineering administration. The LAPE shall administer the Work in accordance with this Agreement, the requirements of the construction contract and applicable State procedures, as defined in the CDOT Local Agency Manual (https://www.codot.gov/business/designsupport/bulletins_manuals/2006-local-agency-manual).

   2) For the construction Services, advertising the call for bids, following its approval by the State, and awarding the construction contract(s) to the lowest responsible bidder(s).
      (a) All Local Agency’s advertising and bid awards pursuant to this Agreement shall comply with applicable requirements of 23 U.S.C. §112 and 23 C.F.R. Parts 633 and 635 and C.R.S. § 24-92-101 et seq. Those requirements include, without limitation, that Local Agency and its Contractor(s) incorporate Form 1273 (Exhibit I) in its entirety, verbatim, into any subcontract(s) for Services as terms and conditions thereof, as required by 23 C.F.R. 633.102(c).
      (b) Local Agency may accept or reject the proposal of the apparent low bidder for Work on which competitive bids have been received. Local Agency must accept or reject such bids within 3 working days after they are publicly opened.
      (c) If Local Agency accepts bids and makes awards that exceed the amount of available Agreement Funds, Local Agency shall provide the additional funds necessary to complete the Work or not award such bids.
      (d) The requirements of §6.A.iii.b.2 also apply to any advertising and bid awards made by the State.
      (e) The State (and in some cases FHWA) must approve in advance all Force Account Construction, and Local Agency shall not initiate any such Services until the State issues a written Notice to Proceed.

iv. Right of Way (ROW) and Acquisition/Relocation
   a. If Local Agency purchases a ROW for a State highway, including areas of influence, Local Agency shall convey the ROW to CDOT promptly upon the completion of the project/construction.
   b. Any acquisition/relocation activities shall comply with all applicable federal and State statutes and regulations, including but not limited to, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, as amended (49 C.F.R. Part 24), CDOT’s Right of Way Manual, and CDOT’s Policy and Procedural Directives.
   c. The Parties’ respective responsibilities for ensuring compliance with acquisition, relocation and incidentals depend on the level of federal participation as detailed in CDOT’s Right of Way Manual (located at http://www.codot.gov/business/manuals/right-of-way); however, the State always retains oversight responsibilities.
   d. The Parties’ respective responsibilities at each level of federal participation in CDOT’s Right of Way Manual, and the State’s reimbursement of Local Agency costs will be determined pursuant the following categories:
      1) Right of way acquisition (3111) for federal participation and non-participation;
      2) Relocation activities, if applicable (3109);
      3) Right of way incidentals, if applicable (expenses incidental to acquisition/relocation of right of way – 3114).
v. Utilities

If necessary, Local Agency shall be responsible for obtaining the proper clearance or approval from any utility company that may become involved in the Work. Prior to the Work being advertised for bids, Local Agency shall certify in writing to the State that all such clearances have been obtained.

vi. Railroads

If the Work involves modification of a railroad company’s facilities and such modification will be accomplished by the railroad company, Local Agency shall make timely application to the Public Utilities Commission (“PUC”) requesting its order providing for the installation of the proposed improvements. Local Agency shall not proceed with that part of the Work before obtaining the PUC’s order. Local Agency shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 C.F.R. 646, subpart B, concerning federal-aid projects involving railroad facilities, and:

a. Execute an agreement with the railroad company setting out what work is to be accomplished and the location(s) thereof, and which costs shall be eligible for federal participation.

b. Obtain the railroad’s detailed estimate of the cost of the Work.

c. Establish future maintenance responsibilities for the proposed installation.

d. Proscribe in the agreement the future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.

e. Establish future repair and/or replacement responsibilities, as between the railroad company and the Local Agency, in the event of accidental destruction or damage to the installation.

vii. Environmental Obligations

Local Agency shall perform all Work in accordance with the requirements of current federal and State environmental regulations, including the National Environmental Policy Act of 1969 (NEPA) as applicable.

viii. Maintenance Obligations

Local Agency shall maintain and operate the Work constructed under this Agreement at its own cost and expense during their useful life, in a manner satisfactory to the State and FHWA. Local Agency shall conduct such maintenance and operations in accordance with all applicable statutes, ordinances, and regulations pertaining to maintaining such improvements. The State and FHWA may make periodic inspections to verify that such improvements are being adequately maintained.

ix. Monitoring Obligations

Local Agency shall respond in a timely manner to and participate fully with the monitoring activities described in §7.F.vi.

B. State’s Commitments

i. The State will perform a final project inspection of the Work as a quality control/assurance activity. When all Work has been satisfactorily completed, the State will sign the FHWA Form 1212.

ii. Notwithstanding any consents or approvals given by the State for the Plans, the State shall not be liable or responsible in any manner for the structural design, details or construction of any Work constituting major structures designed by, or that are the responsibility of, Local Agency, as identified in Exhibit E.

7. PAYMENTS

A. Maximum Amount

Payments to Local Agency are limited to the unpaid, obligated balance of the Agreement Funds set forth in Exhibit C. The State shall not pay Local Agency any amount under this Agreement that exceeds the Agreement Maximum set forth in Exhibit C.

B. Payment Procedures

i. Invoices and Payment
a. The State shall pay Local Agency in the amounts and in accordance with conditions set forth in Exhibit C.

b. Local Agency shall initiate payment requests by invoice to the State, in a form and manner approved by the State.

c. The State shall pay each invoice within 45 days following the State’s receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Local Agency and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Local Agency shall make all changes necessary to correct that invoice.

d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.

ii. Interest

Amounts not paid by the State within 45 days after the State’s acceptance of the invoice shall bear interest on the unpaid balance beginning on the 46th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Local Agency shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days interest to be paid and the interest rate.

iii. Payment Disputes

If Local Agency disputes any calculation, determination, or amount of any payment, Local Agency shall notify the State in writing of its dispute within 30 days following the earlier to occur of Local Agency’s receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Local Agency and may make changes to its determination based on this review. The calculation, determination, or payment amount that results from the State’s review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Local Agency beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Agreement Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Agreement Funds, the State’s obligation to pay Local Agency shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Agreement Funds, and the State’s liability for such payments shall be limited to the amount remaining of such Agreement Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §2.C

v. Erroneous Payments

The State may recover, at the State’s discretion, payments made to Local Agency in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Local Agency. The State may recover such payments by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Local Agency, or by any other appropriate method for collecting debts owed to the State. The close out of a Federal Award does not affect the right of FHWA or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period (as
defined below in §9.A.).

C. Matching Funds

Local Agency shall provide matching funds as provided in §7.A, and Exhibit C. Local Agency shall have raised the full amount of matching funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Local Agency’s obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Local Agency and paid into Local Agency’s treasury. Local Agency represents to the State that the amount designated “Local Agency Matching Funds” in Exhibit C has been legally appropriated for the purpose of this Agreement by its authorized representatives and paid into its treasury. Local Agency may evidence such obligation by an appropriate ordinance/resolution or other authority letter expressly authorizing Local Agency to enter into this Agreement and to expend its match share of the Work. A copy of any such ordinance/resolution or authority letter is attached hereto as Exhibit D. Local Agency does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Local Agency. Local Agency shall not pay or be liable for any claimed interest, late charges, fees, taxes, or penalties of any nature, except as required by Local Agency’s laws or policies.

D. Reimbursement of Local Agency Costs

The State shall reimburse Local Agency’s allowable costs, not exceeding the maximum total amount described in Exhibit C and §7. The applicable principles described in 2 C.F.R. Part 200 shall govern the State’s obligation to reimburse all costs incurred by Local Agency and submitted to the State for reimbursement hereunder, and Local Agency shall comply with all such principles. The State shall reimburse Local Agency for the federal-aid share of properly documented costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and Exhibit C. Local Agency costs for Work performed prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. Local Agency costs for Work performed after any Performance Period End Date for a respective phase of the Work, is not reimbursable. Allowable costs shall be:

i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided.

ii. Actual net cost to Local Agency (i.e. the price paid minus any items of value received by Local Agency that reduce the cost actually incurred).

E. Unilateral Modification of Agreement Funds Budget by State Option Letter

The State may, at its discretion, issue an “Option Letter” to Local Agency to add or modify Work phases in the Work schedule in Exhibit C if such modifications do not increase total budgeted Agreement Funds. Such Option Letters shall amend and update Exhibit C, Sections 2 or 4 of the Table, and subsections B and C of the Exhibit C. Option Letters shall not be deemed valid until signed by the State Controller or an authorized delegate. Modification of Exhibit C by unilateral Option Letter is permitted only in the specific scenarios listed below. The State will exercise such options by providing Local Agency a fully executed Option Letter, in a form substantially equivalent to Exhibit B. Such Option Letters will be incorporated into this Agreement.

i. Option to Begin a Phase and/or Increase or Decrease the Encumbrance Amount

The State may require by Option Letter that Local Agency begin a new Work phase that may include Design, Construction, Environmental, Utilities, ROW Incidents or Miscellaneous Work (but may not include Right of Way Acquisition/Relocation or Railroads) as detailed in Exhibit A. Such Option Letters may not modify the other terms and conditions stated in this Agreement, and must decrease the amount budgeted and encumbered for one or more other Work phases so that the total amount of budgeted Agreement Funds remains the same. The State may also issue a unilateral Option Letter to simultaneously increase and decrease the total encumbrance amount of two or more existing Work phases, as long as the total amount of budgeted Agreement Funds remains the same, replacing the original Agreement Funding exhibit (Exhibit C) with an updated Exhibit C-1 (with subsequent exhibits labeled C-2, C-3, etc.).

ii. Option to Transfer Funds from One Phase to Another Phase.
The State may require or permit Local Agency to transfer Agreement Funds from one Work phase (Design, Construction, Environmental, Utilities, ROW Incidents or Miscellaneous) to another phase as a result of changes to State, federal, and local match funding. In such case, the original funding exhibit (Exhibit C) will be replaced with an updated Exhibit C-1 (with subsequent exhibits labeled C-2, C-3, etc.) attached to the Option Letter. The Agreement Funds transferred from one Work phase to another are subject to the same terms and conditions stated in the original Agreement with the total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a fully executed Option Letter to Local Agency within thirty (30) days before the initial targeted start date of the Work phase, in a form substantially equivalent to Exhibit B.

iii. Option to Exercise Options i and ii.

The State may require Local Agency to add a Work phase as detailed in Exhibit A, and encumber and transfer Agreement Funds from one Work phase to another. The original funding exhibit (Exhibit C) in the original Agreement will be replaced with an updated Exhibit C-1 (with subsequent exhibits labeled C-2, C-3, etc.) attached to the Option Letter. The addition of a Work phase and encumbrance and transfer of Agreement Funds are subject to the same terms and conditions stated in the original Agreement with the total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a fully executed Option Letter to Local Agency within 30 days before the initial targeted start date of the Work phase, in a form substantially equivalent to Exhibit B.

iv. Option to Update a Work Phase Performance Period and/or modify information required under the OMB Uniform Guidance, as outlined in Exhibit C. The State may update any information contained in Exhibit C, Sections 2 and 4 of the Table, and sub-sections B and C of the Exhibit C.

F. Accounting

Local Agency shall establish and maintain accounting systems in accordance with generally accepted accounting standards (a separate set of accounts, or as a separate and integral part of its current accounting scheme). Such accounting systems shall, at a minimum, provide as follows:

i. Local Agency Performing the Work

If Local Agency is performing the Work, it shall document all allowable costs, including any approved Services contributed by Local Agency or subcontractors, using payrolls, time records, invoices, contracts, vouchers, and other applicable records.

ii. Local Agency-Checks or Draws

Checks issued or draws made by Local Agency shall be made or drawn against properly signed vouchers detailing the purpose thereof. Local Agency shall keep on file all checks, payrolls, invoices, contracts, vouchers, orders, and other accounting documents in the office of Local Agency, clearly identified, readily accessible, and to the extent feasible, separate and apart from all other Work documents.

iii. State-Administrative Services

The State may perform any necessary administrative support services required hereunder. Local Agency shall reimburse the State for the costs of any such services from the budgeted Agreement Funds as provided for in Exhibit C. If FHWA Agreement Funds are or become unavailable, or if Local Agency terminates this Agreement prior to the Work being approved by the State or otherwise completed, then all actual incurred costs of such services and assistance provided by the State shall be reimbursed to the State by Local Agency at its sole expense.

iv. Local Agency-Invoices

Local Agency’s invoices shall describe in detail the reimbursable costs incurred by Local Agency for which it seeks reimbursement, the dates such costs were incurred and the amounts thereof, and Local Agency shall not submit more than one invoice per month.

v. Invoicing Within 60 Days
The State shall not be liable to reimburse Local Agency for any costs invoiced more than 60 days after the date on which the costs were incurred, including costs included in Local Agency’s final invoice. The State may withhold final payment to Local Agency at the State’s sole discretion until completion of final audit. Any costs incurred by Local Agency that are not allowable under 2 C.F.R. Part 200 shall be Local Agency’s responsibility, and the State will deduct such disallowed costs from any payments due to Local Agency. The State will not reimburse costs for Work performed after the Performance Period End Date for a respective Work phase. The State will not reimburse costs for Work performed prior to Performance Period End Date, but for which an invoice is received more than 60 days after the Performance Period End Date.

vi. Risk Assessment & Monitoring

Pursuant to 2 C.F.R. 200.331(b), – CDOT will evaluate Local Agency’s risk of noncompliance with federal statutes, regulations, and terms and conditions of this Agreement. Local Agency shall complete a Risk Assessment Form (Exhibit L) when that may be requested by CDOT. The risk assessment is a quantitative and/or qualitative determination of the potential for Local Agency’s non-compliance with the requirements of the Federal Award. The risk assessment will evaluate some or all of the following factors:

1. Experience: Factors associated with the experience and history of the Subrecipient with the same or similar Federal Awards or grants.
2. Monitoring/Audit: Factors associated with the results of the Subrecipient’s previous audits or monitoring visits, including those performed by the Federal Awarding Agency, when the Subrecipient also receives direct federal funding. Include audit results if Subrecipient receives single audit, where the specific award being assessed was selected as a major program.
3. Operation: Factors associated with the significant aspects of the Subrecipient’s operations, in which failure could impact the Subrecipient’s ability to perform and account for the contracted goods or services.
4. Financial: Factors associated with the Subrecipient’s financial stability and ability to comply with financial requirements of the Federal Award.
5. Internal Controls: Factors associated with safeguarding assets and resources, deterring and detecting errors, fraud and theft, ensuring accuracy and completeness of accounting data, producing reliable and timely financial and management information, and ensuring adherence to its policies and plans.
6. Impact: Factors associated with the potential impact of a Subrecipient’s non-compliance to the overall success of the program objectives.
7. Program Management: Factors associated with processes to manage critical personnel, approved written procedures, and knowledge of rules and regulations regarding federal-aid projects.

Following Local Agency’s completion of the Risk Assessment Tool (Exhibit L), CDOT will determine the level of monitoring it will apply to Local Agency’s performance of the Work. This risk assessment may be re-evaluated after CDOT begins performing monitoring activities.

G. Close Out

Local Agency shall close out this Award within 90 days after the Final Phase Performance End Date. Close out requires Local Agency’s submission to the State of all deliverables defined in this Agreement, and Local Agency’s final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If FHWA has not closed this Federal Award within 1 year and 90 days after the Final Phase Performance End Date due to Local Agency’s failure to submit required documentation, then Local Agency may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

8. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to §19 or pursuant to any exhibit, for any contract having a term longer than 3 months, Local Agency shall submit, on a quarterly basis, a written report specifying
progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five (5) Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Local Agency is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Local Agency’s ability to perform its obligations under this Agreement, Local Agency shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State’s principal representative identified in §16.

C. Performance and Final Status

Local Agency shall submit all financial, performance and other reports to the State no later than 60 calendar days after the Final Phase Performance End Date or sooner termination of this Agreement, containing an Evaluation of Subrecipient’s performance and the final status of Subrecipient’s obligations hereunder.

D. Violations Reporting

Local Agency must disclose, in a timely manner, in writing to the State and FHWA, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. Penalties for noncompliance may include suspension or debarment (2 CFR Part 180 and 31 U.S.C. 3321).

9. LOCAL AGENCY RECORDS

A. Maintenance

Local Agency shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Local Agency shall maintain such records for a period (the “Record Retention Period”) of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Local Agency in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Local Agency shall permit the State to audit, inspect, examine, excerpt, copy, and transcribe Local Agency Records during the Record Retention Period. Local Agency shall make Local Agency Records available during normal business hours at Local Agency’s office or place of business, or at other mutually agreed upon times or locations, upon no fewer than 2 Business Days’ notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Local Agency’s performance of its obligations under this Agreement using procedures as determined by the State. The State shall monitor Local Agency’s performance in a manner that does not unduly interfere with Local Agency’s performance of the Work.

D. Final Audit Report

Local Agency shall promptly submit to the State a copy of any final audit report of an audit performed on Local Agency’s records that relates to or affects this Agreement or the Work, whether the audit is
conducted by Local Agency or a third party.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Local Agency shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Local Agency for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Local Agency under CORA. Local Agency shall not, without prior written approval of the State, use for Local Agency’s own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Agreement. Local Agency shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Local Agency shall immediately forward any request or demand for State Records to the State’s principal representative.

B. Other Entity Access and Nondisclosure Agreements

Local Agency may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Local Agency shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Agreement, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Local Agency shall provide copies of those signed nondisclosure agreements to the State upon request.

C. Use, Security, and Retention

Local Agency shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Local Agency shall provide the State with access, subject to Local Agency’s reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Local Agency shall return State Records provided to Local Agency or destroy such State Records and certify to the State that it has done so, as directed by the State. If Local Agency is prevented by law or regulation from returning or destroying State Confidential Information, Local Agency warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Local Agency becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Local Agency can establish that none of Local Agency or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Local Agency shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Local Agency shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

11. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Local Agency shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Local Agency under this Agreement. Such a conflict of interest would arise when a Local Agency or Subcontractor’s employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement. Officers, employees and agents of Local Agency may neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts.
B. Apparent Conflicts of Interest

Local Agency acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State’s interests. Absent the State’s prior written approval, Local Agency shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Local Agency’s obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Local Agency is uncertain whether a conflict or the appearance of a conflict has arisen, Local Agency shall submit to the State a disclosure statement setting forth the relevant details for the State’s consideration. Failure to promptly submit a disclosure statement or to follow the State’s direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

12. INSURANCE

Local Agency shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies with an AM Best rating of A-VIII or better.

A. Local Agency Insurance

Local Agency is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S. (the “GIA”) and 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 GIA.

B. Subcontractor Requirements

Local Agency shall ensure that each Subcontractor that is a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor’s obligations under the GIA. Local Agency shall ensure that each Subcontractor that is not a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement all of the following insurance policies:

i. Workers’ Compensation

Workers’ compensation insurance as required by state statute, and employers’ liability insurance covering all Local Agency or Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

a. $1,000,000 each occurrence;
b. $1,000,000 general aggregate;
c. $1,000,000 products and completed operations aggregate; and
d. $50,000 any 1 fire.

iii. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

iv. Protected Information

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:
a. $1,000,000 each occurrence; and
b. $2,000,000 general aggregate.

v. Professional Liability Insurance
Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:
  a. $1,000,000 each occurrence; and
  b. $1,000,000 general aggregate.

vi. Crime Insurance
Crime insurance including employee dishonesty coverage with minimum limits as follows:
  a. $1,000,000 each occurrence; and
  b. $1,000,000 general aggregate.

C. Additional Insured
The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Local Agency and Subcontractors. In the event of cancellation of any commercial general liability policy, the carrier shall provide at least 10 days prior written notice to CDOT.

D. Primacy of Coverage
Coverage required of Local Agency and each Subcontractor shall be primary over any insurance or self-insurance program carried by Local Agency or the State.

E. Cancellation
All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Local Agency and Local Agency shall forward such notice to the State in accordance with §16 within 7 days of Local Agency’s receipt of such notice.

F. Subrogation Waiver
All commercial insurance policies secured or maintained by Local Agency or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Local Agency or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

G. Certificates
For each commercial insurance plan provided by Local Agency under this Agreement, Local Agency shall provide to the State certificates evidencing Local Agency’s insurance coverage required in this Agreement within 7 Business Days following the Effective Date. Local Agency shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within 7 Business Days following the Effective Date, except that, if Local Agency’s subcontract is not in effect as of the Effective Date, Local Agency shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within 7 Business Days following Local Agency’s execution of the subcontract. No later than 15 days before the expiration date of Local Agency’s or any Subcontractor’s coverage, Local Agency shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Local Agency shall, within 7 Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this §12.

13. BREACH
A. Defined
The failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner, shall be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Local Agency, or the appointment of a receiver or similar officer for Local Agency or any of its property, which is not vacated or fully
stayed within 30 days after the institution of such proceeding, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §14 for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in the Agreement in order to protect the public interest of the State.

14. REMEDIES

A. State’s Remedies

If Local Agency is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in §13.B, shall have all of the remedies listed in this §14.A, in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Local Agency’s uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Local Agency shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Local Agency shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Local Agency shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement’s terms. At the request of the State, Local Agency shall assign to the State all of Local Agency’s rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Local Agency shall take timely, reasonable and necessary action to protect and preserve property in the possession of Local Agency but in which the State has an interest. At the State’s request, Local Agency shall return materials owned by the State in Local Agency’s possession at the time of any termination. Local Agency shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State’s request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Local Agency for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Local Agency was not in breach or that Local Agency’s action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under §2.C.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Local Agency shall remain liable to the State for any damages sustained by the State in connection with any breach by Local Agency, and the State may withhold payment to Local Agency for the purpose of mitigating the State’s damages until such time as the exact amount of damages due to the State from Local Agency is determined. The State may withhold any amount that may be due Local Agency as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Local Agency’s performance with respect to all or any portion of the Work pending
corrective action as specified by the State without entitling Local Agency to an adjustment in price or cost or an adjustment in the performance schedule. Local Agency shall promptly cease performing Work and incurring costs in accordance with the State’s directive, and the State shall not be liable for costs incurred by Local Agency after the suspension of performance.

b. Withhold Payment
Withhold payment to Local Agency until Local Agency corrects its Work.

c. Deny Payment
Deny payment for Work not performed, or that due to Local Agency’s actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal
Demand immediate removal from the Work of any of Local Agency’s employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State’s best interest.

e. Intellectual Property
If any Work infringes a patent, copyright, trademark, trade secret, or other intellectual property right, Local Agency shall, as approved by the State (a) secure that right to use such Work for the State or Local Agency; (b) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (c) remove any infringing Work and refund the amount paid for such Work to the State.

B. Local Agency’s Remedies
If the State is in breach of any provision of this Agreement and does not cure such breach, Local Agency, following the notice and cure period in §13.B and the dispute resolution process in §15 shall have all remedies available at law and equity.

15. DISPUTE RESOLUTION
A. Initial Resolution
Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Local Agency for resolution.

B. Resolution of Controversies
If the initial resolution described in §15.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDOT as described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109, 24-109-101.1, 24-109-101.5, 24-109-106, 24-109-107, 24-109-201 through 24-109-206, and 24-109-501 through 24-109-505, C.R.S., (the “Resolution Statutes”), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor’s challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

16. NOTICES AND REPRESENTATIVES
Each individual identified below shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered (i) by hand with receipt required, (ii) by certified or registered mail to such Party’s principal representative at the address set forth below or (iii) as an email with read receipt requested to the principal representative at the email address, if any, set forth below. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party’s principal representative at the address set forth below. Either Party may change its principal representative or principal representative
contact information by notice submitted in accordance with this §16 without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

For the State

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<tr>
<td align="left">Jake Schuch, Project Manager</td>
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<tr>
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<tr>
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</tr>
<tr>
<td align="left">Greeley, CO 80634</td>
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<tr>
<td align="left">970-350-2205</td>
</tr>
<tr>
<td align="left"><a href="mailto:jake.schuch@state.co.us">jake.schuch@state.co.us</a></td>
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For the Local Agency

<table>
<thead>
<tr>
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<tr>
<td align="left">Tracy Dyer, Project Manager</td>
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<tr>
<td align="left">281 N. College Avenue</td>
</tr>
<tr>
<td align="left">Fort Collins, CO 80524</td>
</tr>
<tr>
<td align="left">970-222-0855</td>
</tr>
<tr>
<td align="left"><a href="mailto:tdyer@fcgov.com">tdyer@fcgov.com</a></td>
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</table>

17. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Local Agency assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Local Agency is under contract with the State at the time, Local Agency shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire.

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Local Agency hereby assigns to the State, the entire right, title, and interest in to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Local Agency cannot make any of the assignments required by this section, Local Agency hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Local Agency grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Local Agency that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.
B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives, or other documents, drawings, models, materials, data, and information shall be the exclusive property of the State (collectively, “State Materials”). Local Agency shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Local Agency’s obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Local Agency shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

18. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the GIA; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State’s risk management statutes, §§24-30-1501, et seq. C.R.S.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Local Agency under this Agreement is $100,000 or greater, either on the Effective Date or at anytime thereafter, this §19 shall apply. Local Agency agrees to be governed by and comply with the provisions of §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State’s contract management system (“Contract Management System” or “CMS”). Local Agency’s performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

20. GENERAL PROVISIONS

A. Assignment

Local Agency’s rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Local Agency’s rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontracts

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

C. Binding Effect

Except as otherwise provided in §20.A, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties’ respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party’s obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be
deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. Jurisdiction and Venue

All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than contract amendments, shall conform to the policies promulgated by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

K. Order of Precedence

In the event of a conflict or inconsistency between this Agreement and any exhibits or attachment such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

i. Colorado Special Provisions in the main body of this Agreement.

ii. The provisions of the other sections of the main body of this Agreement.

iii Exhibit A, Statement of Work.

iv. Exhibit D, Local Agency Resolution.


vi. Exhibit B, Sample Option Letter.


viii. Other exhibits in descending order of their attachment.

L. Severability

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

M. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other Party.

N. Third Party Beneficiaries

Except for the Parties’ respective successors and assigns described in §20.C, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.
O. Waiver

A Party’s failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

P. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-103.5-101 C.R.S., if any, are subject to public release through the CORA.

Q. Standard and Manner of Performance

Local Agency shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Local Agency’s industry, trade, or profession.

R. Licenses, Permits, and Other Authorizations

Local Agency shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

21. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State’s Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State’s risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR

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

E. COMPLIANCE WITH LAW.

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws,
rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.
Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor’s liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor’s liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

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

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.
The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor’s services and Contractor shall not employ any person having such known interests.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.
[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State’s vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, et seq., C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State’s discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, et seq., C.R.S.
[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification program established pursuant to §§8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor (i) shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment (“Department Program”) to undertake pre-employment screening of job applicants while this Contract is being performed, (ii) shall notify the Subcontractor and the contracting State agency or institution of higher education within 3 days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, (iii) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §§8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101, et seq., C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, et seq., C.R.S.
Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Contractor (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of §§24-76.5-101, et seq., C.R.S., and (iii) has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Contract.

22. FEDERAL REQUIREMENTS

Local Agency and/or their contractors, subcontractors, and consultants shall at all times during the execution of this Agreement strictly adhere to, and comply with, all applicable federal and State laws, and their implementing regulations, as they currently exist and may hereafter be amended. A summary of applicable federal provisions are attached hereto as Exhibit F, Exhibit I, Exhibit J, Exhibit K and Exhibit M are hereby incorporated by this reference.

23. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Local Agency will comply with all requirements of Exhibit G and Local Agency Contract Administration Checklist regarding DBE requirements for the Work, except that if Local Agency desires to use its own DBE program to implement and administer the DBE provisions of 49 C.F.R. Part 26 under this Agreement, it must submit a copy of its program’s requirements to the State for review and approval before the execution of this Agreement. If Local Agency uses any State-approved DBE program for this Agreement, Local Agency shall be solely responsible to defend that DBE program and its use of that program against all legal and other challenges or complaints, at its sole cost and expense. Such responsibility includes, without limitation, determinations concerning DBE eligibility requirements and certification, adequate legal and factual bases for DBE goals and good faith efforts. State approval (if provided) of Local Agency’s DBE program does not waive or modify the sole responsibility of Local Agency for use of its program.

24. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of CDOT. In connection with any appeal proceeding under this clause, Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Local Agency shall proceed diligently with the performance of this Agreement in accordance with the Chief Engineer’s decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals shall be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this Agreement, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
EXHIBIT A, STATEMENT OF WORK

The Colorado Department of Transportation (CDOT) will oversee the City of Fort Collins (City) when the City designs and constructs the following: US 287 & Trilby Road Intersection Improvements (Work). CDOT and the City believe it will be beneficial to perform this Work to improve safety and operations at the intersection. Proposed improvements for the project include construction of dual northbound and southbound left turn lanes, right turn lanes on Trilby Road, raised medians, replacement of the traffic signal.

This Work will conform to all standards of AASHTO, Americans with Disabilities Act (ADA), MUTCD, and all applicable state and federal regulations. The design phase will identify more exact requirements, qualities, and attributes for this Work (hereinafter referred to as The Exact Work). The Exact Work shall be used to construct designed improvements. The design phase is anticipated to begin in the summer of 2020 and the construction phase is anticipated to begin in the Spring of 2022.

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### EXHIBIT B, SAMPLE OPTION LETTER

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**1. OPTIONS:**

A. Option to extend for an Extension Term

B. Option to unilaterally authorize the Local Agency to begin a phase which may include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous ONLY (does not apply to Acquisition/Relocation or Railroads) and to update encumbrance amounts (a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.).

C. Option to unilaterally transfer funds from one phase to another phase (a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.).

D. Option to unilaterally do both A and B (a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.).

E. Option to update a Phase Performance Period and/or Modify OMB Uniform Guidance Information.

**2. REQUIRED PROVISIONS:**

**Option A**

In accordance with Section 2, C of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning on (insert date) and ending on the current contract expiration date shown above, under the same funding provisions stated in the Original Contract Exhibit C, as amended.

**Option B**

In accordance with Section 7, E of the Original Agreement referenced above, the State hereby exercises its option to authorize the Local Agency to begin a phase that will include (describe which phase will be added and include all that apply – Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous) and to encumber previously budgeted funds for the phase based upon changes in funding availability and authorization. The encumbrance for (Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous) is (insert dollars here). A new Exhibit C-1 is made part of the original Agreement and replaces Exhibit C. (The following is a NOTE only, please delete when using this option. Future changes for this option for Exhibit C shall be labeled as follows: C-2, C-3, C-4, etc.).

**Option C**

In accordance with Section 7, E of the Original Agreement referenced above, the State hereby exercises its option to
authorize the Local Agency to transfer funds from (describe phase from which funds will be moved) to (describe phase to which funds will be moved) based on variance in actual phase costs and original phase estimates. A new Exhibit C-1 is made part of the original Agreement and replaces Exhibit C.

Option D
In accordance with Section 7, E of the Original Agreement referenced above, the State hereby exercises its option to authorize the Local Agency to begin a phase that will include (describe which phase will be added and include all that apply – Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous); 2) to encumber funds for the phase based upon changes in funding availability and authorization; and 3) to transfer funds from (describe phase from which funds will be moved) to (describe phase to which funds will be moved) based on variance in actual phase costs and original phase estimates. A new Exhibit C-1 is made part of the original Agreement and replaces Exhibit C.

(The following language must be included on ALL options):
The Agreement Maximum Amount table on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.

Option E
In accordance with Section 7, E of the Original Agreement referenced above, the State hereby exercises its option to authorize the Local Agency to begin a phase that will include (describe which phase will be added and include all that apply – Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous); 2) to encumber funds for the phase based upon changes in funding availability and authorization; and 3) to transfer funds from (describe phase from which funds will be moved) to (describe phase to which funds will be moved) based on variance in actual phase costs and original phase estimates. A new Exhibit C-1 is made part of the original Agreement and replaces Exhibit C.

3. OPTION EFFECTIVE DATE:
The effective date of this option letter is upon approval of the State Controller or delegate.

APPROVALS:

State of Colorado:
Jared S. Polis, Governor

By: _______________________________ Date: __________________
Executive Director, Colorado Department of Transportation

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.

State Controller
Robert Jaros, CPA, MBA, JD

By: _______________________________

Date: ______________________________

Exhibit B - Page 2 of 2
EXHIBIT C – FUNDING PROVISIONS

A. Cost of Work Estimate

The Local Agency has estimated the total cost the Work to be $4,217,896.00, which is to be funded as follows:

1. BUDGETED FUNDS

<table>
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<tr>
<th>Description</th>
<th>Amount (USD)</th>
</tr>
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<tbody>
<tr>
<td>a. Federal Funds</td>
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<tr>
<td>(82.79% of Participating Costs - CMAQ)</td>
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<td>(90.00% of Participating Costs - SHO)</td>
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<td>b. State Funds</td>
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<tr>
<td>(100% of Participating Costs - FSA)</td>
<td>$1,500,000.00</td>
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<td>(10% of Participating Costs)</td>
<td>$225,000.00</td>
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<tr>
<td>c. Local Agency Matching Funds</td>
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<td>(17.21% of Participating Costs)</td>
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<tr>
<td><strong>TOTAL BUDGETED FUNDS</strong></td>
<td><strong>$4,217,896.00</strong></td>
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2. OMB UNIFORM GUIDANCE

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<tr>
<td>a. Federal Award Identification Number (FAIN):</td>
<td>TBD</td>
</tr>
<tr>
<td>b. Federal Award Date (also Phase Performance Start Date):</td>
<td>See Below</td>
</tr>
<tr>
<td>c. Amount of Federal Funds Obligated:</td>
<td>$0.00</td>
</tr>
<tr>
<td>d. Total Amount of Federal Award:</td>
<td>$2,412,371.00</td>
</tr>
<tr>
<td>e. Name of Federal Awarding Agency:</td>
<td>FHWA</td>
</tr>
<tr>
<td>f. CFDA# - Highway Planning and Construction</td>
<td>CFDA 20.205</td>
</tr>
<tr>
<td>g. Is the Award for R&amp;D?</td>
<td>No</td>
</tr>
<tr>
<td>h. Indirect Cost Rate (if applicable)</td>
<td>N/A</td>
</tr>
</tbody>
</table>

3. ESTIMATED PAYMENT TO LOCAL AGENCY

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Federal Funds Budgeted (1.a)</td>
<td>$2,412,371.00</td>
</tr>
<tr>
<td>b. State Funds Budgeted (1.b)</td>
<td>$1,725,000.00</td>
</tr>
<tr>
<td>c. Less Estimated Federal Share of CDOT-Incurred Costs</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY</strong></td>
<td><strong>$4,137,371.00</strong></td>
</tr>
</tbody>
</table>

4. FOR CDOT ENCUMBRANCE PURPOSES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Total Encumbrance Amount</td>
<td>$4,217,896.00</td>
</tr>
<tr>
<td>b. Less ROW Acquisition 3111 and/or ROW Relocation 3109</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Net to be encumbered as follows</strong></td>
<td><strong>$4,217,896.00</strong></td>
</tr>
</tbody>
</table>

Note: No funds are currently available. Design and Construction funds will become available after execution of an Option letter (Exhibit B) or formal Amendment.

*The Local Agency should not begin work until all three of the following are in place:
1) Phase Performance Period Start Date; 2) The execution of the document encumbering funds for the respective phase; and 3) Local Agency receipt of the official Notice to Proceed. Any work performed before these three milestones are achieved will not be reimbursable.

Packet Pg. 177
B. Matching Funds
The matching ratio for the federal participating funds for this Work is 82.79% federal-aid funds to 17.21% Local Agency funds and 90% federal-aid funds to 10% State funds, it being understood that such ratio applies only to the $4,217,896.00 that is eligible for federal participation, it being further understood that all non-participating costs are borne by the Local Agency at 100%. If the total participating cost of performance of the Work exceeds $4,217,896.00, and additional federal funds are made available for the Work, the Local Agency and/or State shall pay the appropriate ratio of all such costs eligible for federal participation and 100% of all non-participating costs; if additional federal funds are not made available, the Local Agency shall pay all such excess costs. If the total participating cost of performance of the Work is less than $4,217,896.00, then the amounts of Local Agency, State and federal-aid funds will be decreased in accordance with the funding ratio described herein.

C. Maximum Amount Payable
The maximum amount payable to the Local Agency under this Agreement shall be $4,137,371.00 (for CDOT accounting purposes, the federal funds of $2,412,371.00, state funds of $1,725,000.00 and the Local Agency matching funds of $80,525.00 will be encumbered for a total encumbrance of $4,217,896.00), unless such amount is increased by an appropriate written modification to this Agreement executed before any increased cost is incurred. It is understood and agreed by the parties hereto that the total cost of the Work stated hereinbefore is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that such cost is subject to revisions (in accord with the procedure in the previous sentence) agreeable to the parties prior to bid and award.

The maximum amount payable shall be reduced without amendment when the actual amount of the Local Agency’s awarded contract is less than the budgeted total of the federal participating funds and the Local Agency matching funds. The maximum amount payable shall be reduced through the execution of an Option Letter as described in Section 7. E. of this contract.

D. Single Audit Act Amendment
All state and local government and non-profit organizations receiving more than $750,000 from all funding sources defined as federal financial assistance for Single Audit Act Amendment purposes shall comply with the audit requirements of 2 CFR part 200, subpart F (Audit Requirements) see also, 49 C.F.R. 18.20 through 18.26. The Single Audit Act Amendment requirements applicable to the Local Agency receiving federal funds are as follows:

i. Expenditure less than $750,000
If the Local Agency expends less than $750,000 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.

ii. Expenditure of $750,000 or more-Highway Funds Only
If the Local Agency expends $750,000 or more, in Federal funds, but only received federal Highway funds (Catalog of Federal Domestic Assistance, CFDA 20.205) then a program specific audit shall be performed. This audit will examine the “financial” procedures and processes for this program area.

iii. Expenditure of $750,000 or more-Multiple Funding Sources
If the Local Agency expends $750,000 or more in Federal funds, and the Federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.

iv. Independent CPA
Single Audit shall only be conducted by an independent CPA, not by an auditor on staff. An audit is an allowable direct or indirect cost.
EXHIBIT D, LOCAL AGENCY RESOLUTION

NOT APPLICABLE
## EXHIBIT E, LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST

### COLORADO DEPARTMENT OF TRANSPORTATION

#### LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST

<table>
<thead>
<tr>
<th>NO.</th>
<th>DESCRIPTION OF TASK</th>
<th>RESPONSIBLE PARTY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>LA</td>
</tr>
<tr>
<td>2-1</td>
<td>Review Project to ensure consistency with STIP and amendments thereto</td>
<td>X</td>
</tr>
<tr>
<td>4-1</td>
<td>Authorize funding by phases (CDOT Form 418 - Federal-aid Program Data. Requires FHWA concurrence/involvement)</td>
<td>X</td>
</tr>
</tbody>
</table>

### TIP / STIP AND LONG-RANGE PLANS

### FEDERAL FUNDING OBLIGATION AND AUTHORIZATION

### PROJECT DEVELOPMENT

| 5-1  | Prepare Design Data - CDOT Form 463 | X | X |
| 5-2  | Prepare Local Agency/CDOT Inter-Governmental Agreement (see also Chapter 3) | X |  |
| 5-3  | Conduct Consultant Selection/Execute Consultant Agreement | X |  |
| 5-4  | Conduct Design Scoping Review meeting | X | X |
| 5-5  | Conduct Public Involvement | X |  |
| 5-6  | Conduct Field Inspection Review (FIR) | X |  |
| 5-7  | Conduct Environmental Processes (may require FHWA concurrence/involvement) | X | # |
| 5-8  | Acquire Right-of-Way (may require FHWA concurrence/involvement) | X |  |
| 5-9  | Obtain Utility and Railroad Agreements | X |  |
| 5-10 | Conduct Final Office Review (FOR) | X |  |
| 5-11 | Justify Force Account Work by the Local Agency | X | # |
| 5-12 | Justify Proprietary, Sole Source, or Local Agency Furnished Items | X | # |
| 5-13 | Document Design Exceptions - CDOT Form 484 | X | # |
| 5-14 | Prepare Plans, Specifications and Construction Cost Estimates | X | # |
| 5-15 | Ensure Authorization of Funds for Construction | X |  |

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Previous editions are obsolete and may not be used
<table>
<thead>
<tr>
<th>NO.</th>
<th>DESCRIPTION OF TASK</th>
<th>RESPONSIBLE PARTY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>LA</td>
</tr>
<tr>
<td></td>
<td><strong>PROJECT DEVELOPMENT CIVIL RIGHTS AND LABOR COMPLIANCE</strong></td>
<td></td>
</tr>
<tr>
<td>6-1</td>
<td>Set Disadvantaged Business Enterprise (DBE) Goals for Consultant and Construction</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Contracts (CDOT Region EEO/Civil Rights Specialist)</td>
<td></td>
</tr>
<tr>
<td>6-2</td>
<td>Determine Applicability of Davis-Bacon Act</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>This project [ ] is [X] is not exempt from Davis-Bacon requirements as determined by</td>
<td></td>
</tr>
<tr>
<td></td>
<td>the functional classification of the project location (Projects located on local roads and</td>
<td></td>
</tr>
<tr>
<td></td>
<td>rural minor collectors may be exempt)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Boyd Reeves 1/16/2020 CDOT Resident Engineer(Signature on File) Date</td>
<td></td>
</tr>
<tr>
<td>6-3</td>
<td>Set On-the-Job Training Goals. Goal is zero if total construction is less than $1 million (CDOT Region EEO/Civil Rights Specialist)</td>
<td>X</td>
</tr>
<tr>
<td>6-4</td>
<td>Ensure the correct Federal Wage Decision. all required Disadvantaged Business</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>Enterprise/On-the-Job Training special provisions and FHWA Form 1273 are included in</td>
<td></td>
</tr>
<tr>
<td></td>
<td>the Contract (CDOT Resident Engineer)</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>ADVERTISE, BID AND AWARD</strong></td>
<td></td>
</tr>
<tr>
<td>7-1</td>
<td>Obtain Approval for Advertisement Period of Less Than Three Weeks</td>
<td>X</td>
</tr>
<tr>
<td>7-2</td>
<td>Advertise for Bids</td>
<td>X</td>
</tr>
<tr>
<td>7-3</td>
<td>Distribute &quot;Advertisement Set&quot; of Plans and Specifications</td>
<td>X</td>
</tr>
<tr>
<td>7-4</td>
<td>Review Worksite and Plan Details with Prospective Bidders While Project is Under</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>Advertisement</td>
<td></td>
</tr>
<tr>
<td>7-5</td>
<td>Open Bids</td>
<td>X</td>
</tr>
<tr>
<td>7-6</td>
<td>Process Bids for Compliance</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>Check CDOT Form 1415 - Certificate of Proposed DBE Participation when the low bidder</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>meets DBE goals</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Evaluate CDOT Form 1416 - DBE Good Faith Effort Documentation and determine if the</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>Contractor has made a good faith effort when the low bidder does not meet DBE goals</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Submit required documentation for CDOT award concurrence</td>
<td>X</td>
</tr>
<tr>
<td>7-7</td>
<td>Concurrence from CDOT to Award</td>
<td>X</td>
</tr>
<tr>
<td>7-8</td>
<td>Approve Rejection of Low Bidder</td>
<td>X</td>
</tr>
<tr>
<td>7-9</td>
<td>Award Contract</td>
<td>X</td>
</tr>
<tr>
<td>7-10</td>
<td>Provide &quot;Award&quot; and &quot;Record&quot; Sets of Plans and Specifications</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td><strong>CONSTRUCTION MANAGEMENT</strong></td>
<td></td>
</tr>
<tr>
<td>8-1</td>
<td>Issue Notice to Proceed to the Contractor</td>
<td>X</td>
</tr>
<tr>
<td>8-2</td>
<td>Project Safety</td>
<td>X</td>
</tr>
<tr>
<td>8-3</td>
<td>Conduct Conferences:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Pre-construction Conference (Appendix B)</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>Presurvey</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>• Construction staking</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>• Monumentation</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>• Partnering (Optional)</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>Structural Concrete Pre-Pour (Agenda is in CDOT Construction Manual)</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>Concrete Pavement Pre-Paving (Agenda is in CDOT Construction Manual)</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>HIMA Pre-Paving (Agenda is in CDOT Construction Manual)</td>
<td>X</td>
</tr>
<tr>
<td>8-4</td>
<td>Develop and distribute Public Notice of Planned Construction to media and local residents</td>
<td>X</td>
</tr>
<tr>
<td>8-5</td>
<td>Supervise Construction</td>
<td></td>
</tr>
<tr>
<td></td>
<td>A Professional Engineer (PE) registered in Colorado, who will be &quot;in responsible charge of</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>construction supervision.&quot;</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Tracy Dyer 970-222-0855</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Local Agency Professional Engineer or CDOT Resident Engineer (Phone number)</td>
<td></td>
</tr>
<tr>
<td>NO.</td>
<td>DESCRIPTION OF TASK</td>
<td>RESPONSIBLE PARTY</td>
</tr>
<tr>
<td>-----</td>
<td>-------------------------------------------------------------------------------------</td>
<td>-------------------</td>
</tr>
<tr>
<td></td>
<td>Provide competent, experienced staff who will ensure the Contract work is constructed</td>
<td>CDOT</td>
</tr>
<tr>
<td></td>
<td>in accordance with the plans and specifications</td>
<td>LA</td>
</tr>
<tr>
<td>6-6</td>
<td>Construction Inspection and Documentation</td>
<td>X</td>
</tr>
<tr>
<td>6-7</td>
<td>Approve Shop Drawings</td>
<td>X</td>
</tr>
<tr>
<td>6-8</td>
<td>Perform Traffic Control Inspections</td>
<td>X</td>
</tr>
<tr>
<td>6-9</td>
<td>Perform Construction Surveying</td>
<td>X</td>
</tr>
<tr>
<td>6-10</td>
<td>Monument Right-of-Way</td>
<td>X</td>
</tr>
<tr>
<td>6-10</td>
<td>Prepare and Approve Interim and Final Contractor Pay Estimates</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>Provide the name and phone number of the person authorized for this task.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Tracy Dyer 970-222-0855</td>
<td></td>
</tr>
<tr>
<td>6-11</td>
<td>Local Agency Representative</td>
<td></td>
</tr>
<tr>
<td>6-12</td>
<td>Prepare and Approve Interim and Final Utility/Railroad Billings</td>
<td>LA</td>
</tr>
<tr>
<td>6-13</td>
<td>Prepare Local Agency Reimbursement Requests</td>
<td>X</td>
</tr>
<tr>
<td>6-14</td>
<td>Prepare and Authorize Change Orders</td>
<td>X</td>
</tr>
<tr>
<td>6-15</td>
<td>Approve All Change Orders</td>
<td>X</td>
</tr>
<tr>
<td>6-16</td>
<td>Monitor Project Financial Status</td>
<td></td>
</tr>
<tr>
<td>6-17</td>
<td>Prepare and Submit Monthly Progress Reports</td>
<td></td>
</tr>
<tr>
<td>6-18</td>
<td>Resolve Contractor Claims and Disputes</td>
<td></td>
</tr>
<tr>
<td>6-18</td>
<td>Conduct Routine and Random Project Reviews</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Provide the name and phone number of the person responsible for this task.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bryon Reeves 970-350-2211</td>
<td></td>
</tr>
<tr>
<td></td>
<td>CDOT Resident Engineer</td>
<td></td>
</tr>
</tbody>
</table>

**MATERIALS**

<table>
<thead>
<tr>
<th>NO.</th>
<th>DESCRIPTION OF TASK</th>
<th>RESPONSIBLE PARTY</th>
</tr>
</thead>
<tbody>
<tr>
<td>9-1</td>
<td>Conduct Materials Preconstruction Meeting</td>
<td></td>
</tr>
<tr>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>9-2</td>
<td>Complete CDOT Form 250 - Materials Documentation Record</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Generate form, which includes determining the minimum number of required tests</td>
<td></td>
</tr>
<tr>
<td></td>
<td>and applicable material submittals for all materials placed on the project</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Update the form as work progresses</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Complete and distribute form after work is completed</td>
<td></td>
</tr>
<tr>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>9-3</td>
<td>Perform Project Acceptance Samples and Tests</td>
<td></td>
</tr>
<tr>
<td>9-4</td>
<td>Perform Laboratory Verification Tests</td>
<td></td>
</tr>
<tr>
<td>9-5</td>
<td>Accept Manufactured Products</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Inspection of structural components:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Fabrication of structural steel and pre-stressed concrete structural components</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Bridge modular expansion devices (0&quot; to 6&quot; or greater)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Fabrication of bearing devices</td>
<td></td>
</tr>
<tr>
<td>9-6</td>
<td>Approve Sources of Materials</td>
<td></td>
</tr>
<tr>
<td>9-7</td>
<td>Independent Assurance Testing (IAT), Local Agency Procedures CDOT Procedures</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Generate IAT schedule</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Schedule and provide notification</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Conduct IAT</td>
<td></td>
</tr>
<tr>
<td>9-8</td>
<td>Approve Mix Designs</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Concrete</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Hot Mix Asphalt</td>
<td></td>
</tr>
<tr>
<td>9-9</td>
<td>Check Final Materials Documentation</td>
<td></td>
</tr>
<tr>
<td>9-10</td>
<td>Complete and Distribute Final Materials Documentation</td>
<td></td>
</tr>
</tbody>
</table>

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Previous editions are obsolete and may not be used
## CONSTRUCTION CIVIL RIGHTS AND LABOR COMPLIANCE

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>10-1</td>
<td>Fulfill Project Bulletin Board and Pre-construction Packet Requirements</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>10-2</td>
<td>Process CDOT Form 202b - Sublet Permit Application Review and sign completed CDOT Form 290 for each subcontractor, and submit to EEO/Civil Rights Specialist</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>10-4</td>
<td>Monitor Disadvantaged Business Enterprise Participation to Ensure Compliance with the &quot;Commercially Useful Function&quot; requirements</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>10-5</td>
<td>Conduct Interviews When Project Utilizes On-the-Job Trainees. Complete CDOT Form 200 - OJT Training Questionnaire</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>10-6</td>
<td>Check Certified Payrolls (Contact the Region EEO/Civil Rights Specialists for training requirements)</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>10-7</td>
<td>Submit FHWA Form 1391 - Highway Construction Contractor’s Annual EEO Report</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

### FINALS

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>11-1</td>
<td>Conduct Final Project Inspection. Complete and submit CDOT Form 1212 - Final Acceptance Report (Resident Engineer with mandatory Local Agency participation.)</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>11-2</td>
<td>Write Final Project Acceptance Letter</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>11-3</td>
<td>Advertise for Final Settlement</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>11-4</td>
<td>Prepare and Distribute Final As-Constructed Plans</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>11-5</td>
<td>Prepare EEO Certification</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>11-6</td>
<td>Check Final Quantities, Plans and Pay Estimate; Check Project Documentation; and submit Final Certifications</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>11-7</td>
<td>Check Material Documentation and Accept Final Material Certification (See Chapter 9)</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>11-8</td>
<td>Obtain CDOT Form 1419 - Contractor DBE Payment Certification from the Contractor and submit to the Resident Engineer (Quarterly)</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>11-9</td>
<td>Obtain FHWA Form 47 - Statement of Materials and Labor Used from the Contractor</td>
<td>NA</td>
<td></td>
</tr>
<tr>
<td>11-10</td>
<td>Process Final Payment</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>11-11</td>
<td>Complete and Submit CDOT Form 950 - Project Closure</td>
<td>X</td>
<td></td>
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<tr>
<td>11-12</td>
<td>Retain Project Records for Six Years from Date of Project Closure</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>11-13</td>
<td>Retain Final Version of Local Agency Contract Administration Checklist</td>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>

**cc:**
- CDOT Resident Engineer/Project Manager
- CDOT Region Program Engineer
- CDOT Region EEO/Civil Rights Specialist
- CDOT Region Materials Engineer
- CDOT Contracts and Market Analysis Branch
- Local Agency Project Manager
EXHIBIT F, CERTIFICATION FOR FEDERAL-AID CONTRACTS

The Local Agency certifies, by signing this Agreement, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, Agreement, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of Congress, or an employee of a Member of Congress in connection with this Federal contract, Agreement, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agree by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such sub-recipients shall certify and disclose accordingly.
SECTION 1. Policy.

It is the policy of the Colorado Department of Transportation (CDOT) that disadvantaged business enterprises shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement, pursuant to 49 CFR Part 26. Consequently, the 49 CFR Part IE DBE requirements the Colorado Department of Transportation DBE Program (or a Local Agency DBE Program approved in advance by the State) apply to this agreement.

SECTION 2. DBE Obligation.

The recipient or its the Local Agency agrees to ensure that disadvantaged business enterprises as determined by the Office of Certification at the Colorado Department of Regulatory Agencies have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all participants or contractors shall take all necessary and reasonable steps in accordance with the CDOT DBE program (or a Local Agency DBE Program approved in advance by the State) to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of CDOT assisted contracts.

SECTION 3. DBE Program.

The Local Agency (sub-recipient) shall be responsible for obtaining the Disadvantaged Business Enterprise Program of the Colorado Department of Transportation, 1988, as amended, and shall comply with the applicable provisions of the program. (If applicable).

A copy of the DBE Program is available from and will be mailed to the Local Agency upon request:

Civil Rights & Business Resource Center
Colorado Department of Transportation
2829 W. Howard Place
Denver, Colorado 80204
Phone: (303) 757-9234

REVISED 1/22/98 REQUIRED BY 49 CFR PART
EXHIBIT H, LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES

Title 23 Code of Federal Regulations (CFR) 172 applies to a federally funded Local Agency project agreement administered by CDOT that involves professional consultant services. 23 CFR 172.1 states “The policies and procedures involve federally funded contracts for engineering and design related services for projects subject to the provisions of 23 U.S.C. 112(a) and are issued to ensure that a qualified consultant is obtained through an equitable selection process, that prescribed work is properly accomplished in a timely manner, and at fair and reasonable cost” and according to 23 CFR 172.5 “Price shall not be used as a factor in the analysis and selection phase.” Therefore, local agencies must comply with these CFR requirements when obtaining professional consultant services under a federally funded consultant contract administered by CDOT.

CDOT has formulated its procedures in Procedural Directive (P.D.) 400.1 and the related operations guidebook titled "Obtaining Professional Consultant Services". This directive and guidebook incorporate requirements from both Federal and State regulations, i.e., 23 CFR 172 and CRS §24-30-1401 et seq. Copies of the directive and the guidebook may be obtained upon request from CDOT’s Agreements and Consultant Management Unit. [Local agencies should have their own written procedures on file for each method of procurement that addresses the items in 23 CFR 172].

Because the procedures and laws described in the Procedural Directive and the guidebook are quite lengthy, the subsequent steps serve as a short-hand guide to CDOT procedures that a Local Agency must follow in obtaining professional consultant services. This guidance follows the format of 23 CFR 172. The steps are:

1. The contracting Local Agency shall document the need for obtaining professional services.
2. Prior to solicitation for consultant services, the contracting Local Agency shall develop a detailed scope of work and a list of evaluation factors and their relative importance. The evaluation factors are those identified in C.R.S. 24-30-1403. Also, a detailed cost estimate should be prepared for use during negotiations.
3. The contracting agency must advertise for contracts in conformity with the requirements of C.R.S. 24-30-1405. The public notice period, when such notice is required, is a minimum of 15 days prior to the selection of the three most qualified firms and the advertising should be done in one or more daily newspapers of general circulation.
4. The Local Agency shall not advertise any federal aid contract without prior review by the CDOT Regional Civil Rights Office (RCRO) to determine whether the contract shall be subject to a DBE contract goal. If the RCRO determines a goal is necessary, then the Local Agency shall include the goal and the applicable provisions within the advertisement. The Local Agency shall not award a contract to any Contractor or Consultant without the confirmation by the CDOT Civil Rights and Business Resource Center that the Contractor or Consultant has demonstrated good faith efforts. The Local Agency shall work with the CDOT RCRO to ensure compliance with the established terms during the performance of the contract.
5. The Local Agency shall require that all contractors pay subcontractors for satisfactory performance of work no later than 30 days after the receipt of payment for that work from the contractor. For construction projects, this time period shall be reduced to seven days in accordance with Colorado Revised Statute 24-91-103(2). If the Local Agency withholds retainage from contractors and/or allows contractors to withhold retainage from subcontractors, such retainage provisions must comply with 49 CFR 26.29.
6. Payments to all Subconsultants shall be made within thirty days of receipt of payment from [the Local Agency] or no later than ninety days from the date of the submission of a complete invoice from the Subconsultant, whichever occurs first. If the Consultant has good cause to dispute an amount invoiced by a Subconsultant, the Consultant shall notify [the Local Agency] no later than the required date for payment. Such notification shall include the amount disputed and justification for the withholding. The Consultant shall maintain records of payment that show amounts paid to all Subconsultants. Good cause does not include the Consultant’s failure to submit an invoice to the Local Agency or to deposit payments made.
7. The analysis and selection of the consultants shall be done in accordance with CRS §24-30-1403. This section of the regulation identifies the criteria to be used in the evaluation of CDOT pre-qualified prime consultants and their team. It also shows which criteria are used to short-list and to make a final selection.

The short-list is based on the following evaluation factors:

   a. Qualifications,
b. Approach to the Work,
c. Ability to furnish professional services.
d. Anticipated design concepts, and
e. Alternative methods of approach for furnishing the professional services.

Evaluation factors for final selection are the consultant's:

a. Abilities of their personnel,
b. Past performance,
c. Willingness to meet the time and budget requirement,
d. Location,
e. Current and projected work load,
f. Volume of previously awarded contracts, and
g. Involvement of minority consultants.

8. Once a consultant is selected, the Local Agency enters into negotiations with the consultant to obtain a fair and reasonable price for the anticipated work. Pre-negotiation audits are prepared for contracts expected to be greater than $50,000. Federal reimbursements for costs are limited to those costs allowable under the cost principles of 48 CFR 31. Fixed fees (profit) are determined with consideration given to size, complexity, duration, and degree of risk involved in the work. Profit is in the range of six to 15 percent of the total direct and indirect costs.

9. A qualified Local Agency employee shall be responsible and in charge of the Work to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of the contract. At the end of Work, the Local Agency prepares a performance evaluation (a CDOT form is available) on the consultant.

CRS §§24-30-1401 THROUGH 24-30-1408, 23 CFR PART 172, AND P.D. 400.1, PROVIDE ADDITIONAL DETAILS FOR COMPLYING WITH THE PRECEEDING EIGHT (8) STEPS.
EXHIBIT I, FEDERAL-AID CONTRACT PROVISIONS FOR CONSTRUCTION CONTRACTS

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Non-discrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS
A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate supervision and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27, and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1827. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under
this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

“It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.”

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor’s staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor’s EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor’s EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor’s EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor’s procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor’s EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor’s EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: “An Equal Opportunity Employer.” All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor’s compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are
applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor’s work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor’s association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualified minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT’s U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1361. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor...
will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt.

Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1(d) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conforming to paragraph 1(b) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or
will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5.(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5.(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5.(a)(3)(i) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5.(a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 5;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person, or the Department of Labor, or the State DOT, takes performance of the work to be done by an apprentice.

The ratio of apprentices to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.10, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.
d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor’s firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).


V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
VI. SUBLICETING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and employees who are in charge of all construction operations without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

1. the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
2. the prime contractor remains responsible for the quality of the work of the leased employees;
3. the prime contractor retains all power to accept or exclude individual employees from work on the project; and
4. the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. “Specialty Items” shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, who has full authority to direct performance of the work in accordance with the contract requirements, and in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as required by the prime contractor, in order to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Wilful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project.

18 U.S.C. 1020 reads as follows:
"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

   a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

   b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency’s determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

   c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

   d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

   e. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

   f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

   g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

   h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epis.gov), which is compiled by the General Services Administration.
i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declaled ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 190 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 CFR Parts 190 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epis.gov), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the
department or agency with which this transaction originated may pursue available remedies, including suspension and/or
debarment.

* * * *

Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion—Lower Tier
Participants:

1. The prospective lower tier participant certifies, by
submission of this proposal, that neither it nor its principals is
presently debarred, suspended, proposed for debarment,
declared ineligible, or voluntarily excluded from participating in
covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to
certify to any of the statements in this certification, such
prospective participant shall attach an explanation to this
proposal.

* * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT
FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction
contracts and to all related subcontracts which exceed
$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and
submitting this bid or proposal, to the best of his or her
knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be
paid, by or on behalf of the undersigned, to any person for
influencing or attempting to influence an officer or employee of
any Federal agency, a Member of Congress, an officer or
employee of Congress, or an employee of a Member of
Congress in connection with the awarding of any Federal
contract, the making of any Federal grant, the making of any
Federal loan, the entering into of any cooperative agreement,
and the extension, continuation, renewal, amendment, or
modification of any Federal contract, grant, loan, or
cooperative agreement.

b. If any funds other than Federal appropriated funds have
been paid or will be paid to any person for influencing or
attempting to influence an officer or employee of any Federal
agency, a Member of Congress, an officer or employee of
Congress, or an employee of a Member of Congress in
connection with this Federal contract, grant, loan, or
cooperative agreement, the undersigned shall complete and
submit Standard Form-LLL, “Disclosure Form to Report
Lobbying,” in accordance with its instructions.

2. This certification is a material representation of fact upon
which reliance was placed when this transaction was made or
entered into. Submission of this certification is a prerequisite
for making or entering into this transaction imposed by 31
U.S.C. § 1352. Any person who fails to file the required
certification shall be subject to a civil penalty of not less than
$10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its
bid or proposal that the participant shall require that the
language of this certification be included in all lower tier
subcontracts, which exceed $100,000 and that all such
recipients shall certify and disclose accordingly.
ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

   a. To the extent that qualified persons regularly residing in the area are not available.

   b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

   c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.
EXHIBIT J, ADDITIONAL FEDERAL REQUIREMENTS

Federal laws and regulations that may be applicable to the Work include:

**Executive Order 11246**
Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (All construction contracts awarded in excess of $10,000 by the Local Agencies and their contractors or the Local Agencies).

**Copeland "Anti-Kickback" Act**

**Davis-Bacon Act**
The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) (Construction contracts in excess of $2,000 awarded by the Local Agencies and the Local Agencies when required by Federal Agreement program legislation. This act requires that all laborers and mechanics employed by contractors or sub-contractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor).

**Contract Work Hours and Safety Standards Act**
Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by the Local Agency’s in excess of $2,000, and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers).

**Clear Air Act**

**Energy Policy and Conservation Act**
Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

**OMB Circulars**
Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable.

**Hatch Act**
The Hatch Act (5 USC 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.

**Nondiscrimination**
The Local Agency shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color national origin, sex, age or disability. Prior to the receipt of any Federal financial assistance from CDOT, the Local Agency shall execute the attached Standard DOT Title VI assurance. As appropriate, the Local Agency shall include Appendix A, B, or C to the Standard DOT Title VI assurance in any contract utilizing federal funds, land or other aid. The Local Agency shall also include the following in all contract advertisements:

> The [Local Agency], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (79 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, DBEs will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for any award.
ADA
In any contract utilizing federal funds, land, or other federal aid, the Local Agency shall require the federal-aid recipient or contractor to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.

Uniform Relocation Assistance and Real Property Acquisition Policies Act
The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91-646, as amended and Public Law 100-17, 101 Stat. 246-256). (If the contractor is acquiring real property and displacing households or businesses in the performance of the Agreement).

Drug-Free Workplace Act
The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.).

Age Discrimination Act of 1975

23 C.F.R. Part 172
23 C.F.R. Part 172, concerning "Administration of Engineering and Design Related Contracts".

23 C.F.R Part 633

23 C.F.R. Part 635
23 C.F.R. Part 635, concerning "Construction and Maintenance Provisions".

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973
Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973. The requirements for which are shown in the Nondiscrimination Provisions, which are attached hereto and made a part hereof.

Nondiscrimination Provisions:
In compliance with Title VI of the Civil Rights Act of 1964 and with Section 162(a) of the Federal Aid Highway Act of 1973, the Contractor, for itself, its assignees and successors in interest, agree as follows:

i. Compliance with Regulations
The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

ii. Nondiscrimination
The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, mental or physical handicap or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix C of the Regulations.

iii. Solicitations for Subcontracts, Including Procurement of Materials and Equipment
In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, mental or physical handicap or national origin.

iv. Information and Reports
The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State, or the FHWA as appropriate and shall set forth what efforts have been made to obtain the information.
v. Sanctions for Noncompliance
   In the event of the Contractor’s noncompliance with the nondiscrimination provisions of this Agreement, the State shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or b. Cancellation, termination or suspension of the contract, in whole or in part.

Incorporation of Provisions §22
   The Contractor will include the provisions of this Exhibit J in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interest of the State and in addition, the Contractor may request the FHWA to enter into such litigation to protect the interests of the United States.

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SAMPLE
The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination
Assurances for Local Agencies
DOT Order No. 1050.2A

The [Local Agency] (herein referred to as the "Recipient"), HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Colorado Department of Transportation and the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and Federal Aviation Administration (FAA), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effection of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, "for which the Recipient receives Federal financial assistance from DOT, including the FHWA, FTA, or FAA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FHWA, FTA, and FAA assisted programs:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all FHWA, FTA and FAA programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

3. "The [Local Agency] in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity
4. to submit bids in response to this invitation and will not be discriminated against on the grounds of
race, color, or national origin in consideration for an award."

5. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement
subject to the Acts and the Regulations.

6. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land,
in any deed from the United States effecting or recording a transfer of real property, structures, use, or
improvements thereon or interest therein to a Recipient.

7. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility,
the Assurance will extend to the entire facility and facilities operated in connection therewith.

8. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real
property or an interest in real property, the Assurance will extend to rights to space on, over, or under such
property.

9. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a
covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered
into by the Recipient with other parties:
   a. for the subsequent transfer of real property acquired or improved under the applicable activity, project,
or program; and
   b. for the construction or use of, or access to, space on, over, or under real property acquired or improved
under the applicable activity, project, or program.

10. That this Assurance obligates the Recipient for the period during which Federal financial assistance is
extended to the program, except where the Federal financial assistance is to provide, or is in the form of,
personal property, or real property, or interest therein, or structures or improvements thereon, in which case
the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
   a. the period during which the property is used for a purpose for which the Federal financial assistance is
extended, or for another purpose involving the provision of similar services or benefits; or
   b. the period during which the Recipient retains ownership or possession of the property.

11. The Recipient will provide for such methods of administration for the program as are found by the
Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable
guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants,
transferees, successors in interest, and other participants of Federal financial assistance under such program
will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

12. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any
matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the [Local Agency] also agrees to comply (and require any sub-recipients, sub-
grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing
the FHWA, FTA, and FAA’s access to records, accounts, documents, information, facilities, and staff. You also
recognize that you must comply with any program or compliance reviews, and/or complaint investigations
conducted by CDOT, FHWA, FTA, or FAA. You must keep records, reports, and submit the material for review
upon request to CDOT, FHWA, FTA, or FAA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

[Local Agency] gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FHWA, FTA, and FAA. This ASSURANCE is binding on [Local Agency], other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FHWA, FTA, and FAA funded programs. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

_____________________________________
(Name of Recipient)

by _______________________________
(Signature of Authorized Official)

DATED____________________________
APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, FHWA, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the [Local Agency], CDOT or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the [Local Agency], CDOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the [Local Agency] will impose such contract sanctions as it, CDOT or FHWA may determine to be appropriate, including, but not limited to:
   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the [Local Agency], CDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.
APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the [Local Agency] will accept title to the lands and maintain the project constructed thereon in accordance with (Name of Appropriate Legislative Authority), the Regulations for the Administration of (Name of Appropriate Program), and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the [Local Agency] all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto [Local Agency] and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the [Local Agency] its successors and assigns.

The [Local Agency], in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the [Local Agency] will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order...
APPENDIX C

CLauses for transfer of real property acquired or improved under the activity, facility, or program

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the [Local Agency] pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the [Local Agency] will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the [Local Agency] and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)
APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by [Local Agency] pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will thereupon revert to and vest in and become the absolute property of [Local Agency] of Transportation and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)
APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
EXHIBIT K, FFATA SUPPLEMENTAL FEDERAL PROVISIONS

State of Colorado
Supplemental Provisions for
Federally Funded Contracts, Grants, and Purchase Orders
Subject to
The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As Amended
Revised as of 3-20-13

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

1. Definitions. For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.

1.1. “Award” means an award of Federal financial assistance that a non-Federal Entity receives or administers in the form of:
   1.1.1. Grants;
   1.1.2. Contracts;
   1.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
   1.1.4. Loans;
   1.1.5. Loan Guarantees;
   1.1.6. Subsidies;
   1.1.7. Insurance;
   1.1.8. Food commodities;
   1.1.9. Direct appropriations;
   1.1.10. Assessed and voluntary contributions; and
   1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

   Award does not include:
   1.1.12. Technical assistance, which provides services in lieu of money;
   1.1.13. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
   1.1.14. Any award classified for security purposes; or
   1.1.15. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

1.2. “Contract” means the contract to which these Supplemental Provisions are attached and includes all Award types in §1.1.1 through 1.1.11 above.

1.3. “Contractor” means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

1.4. “Data Universal Numbering System (DUNS) Number” means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: http://fedgov.dnb.com/webform.

1.5. “Entity” means all of the following as defined at 2 CFR part 25, subpart C:
   1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
   1.5.2. A foreign public entity;
   1.5.3. A domestic or foreign non-profit organization;
1.5.4. A domestic or foreign for-profit organization; and
1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.

1.6. “Executive” means an officer, managing partner or any other employee in a management position.

1.7. “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.

1.8. “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”

1.9. “Prime Recipient” means a Colorado State agency or institution of higher education that receives an Award.

1.10. “Subaward” means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient’s support in the performance of all or any portion of the substantive project or program for which the Award was granted.

1.11. “Subrecipient” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee.

1.12. “Subrecipient Parent DUNS Number” means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.

1.13. “Supplemental Provisions” means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.

1.14. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov.

1.15. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following:

1.15.1. Salary and bonus;
1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
1.15.4. Change in present value of defined benefit and actuarial pension plans;
1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

1.16. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.

1.17 “Vendor” means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.
2. **Compliance.** Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3. **System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.**
   
   3.1. **SAM.** Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
   
   3.2. **DUNS.** Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor’s information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor’s information.

4. **Total Compensation.** Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
   
   4.1. The total Federal funding authorized to date under the Award is $25,000 or more; and
   
   4.2. In the preceding fiscal year, Contractor received:
       
       4.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
       
       4.2.2. $25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
   
   4.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

5. **Reporting.** Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor’s obligations under this Contract, as provided in §2 above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at [http://www.colorado.gov/dpa/dfp/sco/FFATA.htm](http://www.colorado.gov/dpa/dfp/sco/FFATA.htm).

6. **Effective Date and Dollar Threshold for Reporting.** The effective date of these Supplemental Provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is $25,000 or more. If the initial Award is below $25,000 but subsequent Award modifications result in a total Award of $25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $25,000. If the initial Award is $25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $25,000, the Award shall continue to be subject to the reporting requirements.

7. **Subrecipient Reporting Requirements.** If Contractor is a Subrecipient, Contractor shall report as set forth below.
7.1 **ToSAM.** A Subrecipient shall register in SAM and report the following data elements in SAM for each Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

- **7.1.1** Subrecipient DUNS Number;
- **7.1.2** Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;
- **7.1.3** Subrecipient Parent DUNS Number;
- **7.1.4** Subrecipient’s address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
- **7.1.5** Subrecipient’s top 5 most highly compensated Executives if the criteria in §4 above are met; and
- **7.1.6** Subrecipient’s Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.

7.2 **To Prime Recipient.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:

- **7.2.1** Subrecipient’s DUNS Number as registered in SAM.
- **7.2.2** Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. **Exemptions.**

8.1. These Supplemental Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

8.2 A Contractor with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

8.3 Effective October 1, 2010, “Award” currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Special Provisions. On future dates “Award” may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.

8.4 There are no Transparency Act reporting requirements for Vendors.

**Event of Default.** Failure to comply with these Supplemental Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.
## CDOT Subrecipient Risk Assessment

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<th>Question</th>
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<th>No</th>
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<td><strong>Experienece Assessment</strong></td>
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<td>1. Is your entity new to operating or managing federal funds (has not done so within the past three years)?</td>
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<td>2. Is this funding program new for your entity (managed for less than three years)? Examples of funding programs include CMAG, TAP, STP-M, etc.</td>
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<td>3. Does your staff assigned to the program have at least three full years of experience with this program?</td>
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<td><strong>Monitoring/Audit Assessment</strong></td>
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<td>4. Has your entity had an on-site project or grant review from an external entity (e.g., CDOT, FHWA), within the last three years?</td>
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<td>a) Were there non-compliance issues in this prior review?</td>
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<td>b) What were the number and extent of issues in prior review?</td>
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<td><strong>Operation Assessment</strong></td>
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<td>6. Does your entity have a time and effort reporting system in place to account for 100% of all employees' time, that can provide a breakdown of the actual time spent on each funded project? If No, in the comment section please explain how you intend to document 100% of hours worked by employees and breakdown of time spent on each funding project.</td>
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<td><strong>Financial Assessment</strong></td>
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<td>7. a) Does your entity have an indirect cost rate that is approved and current?</td>
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<td>8. If Yes, who approved the rate, and what date was it approved?</td>
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<td>9. Is this grant/award 10% or more of your entity's overall funding?</td>
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<td>10. Has your entity returned lapsed* funds? *Funds &quot;lapse&quot; when they are no longer available for obligation.</td>
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<td>11. Has your entity had difficulty meeting local match requirements in the last three years?</td>
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<td>12. What is the total federal funding your entity has been awarded for the last federal fiscal year, and what is your entity's fiscal year end?</td>
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d) Does your entity have a written policy or certification statement approved by your governing board assuring that materials installed on the projects are sampled and tested per approved processes. If Yes, please submit with this form.

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(e) Does your entity have a written policy or certification statement approved by your governing board assuring that only US manufactured steel will be incorporated into the project (Buy America requirements)? If Yes, please submit with this form.

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Comments - As needed, include the question number and provide comments related to the above questions. Insert additional rows as needed.

By checking this box, the Executive Director, VP or Chief Financial Officer of this entity certifies that all information provided on this form is true and correct.
EXHIBIT M, OMB Uniform Guidance for Federal Awards
Subject to
The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”), Federal Register, Vol. 78, No. 248, 78590

The agreement to which these Uniform Guidance Supplemental Provisions are attached has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the agreement or any attachments or exhibits incorporated into and made a part of the agreement, the provisions of these Uniform Guidance Supplemental Provisions shall control. In the event of a conflict between the provisions of these Supplemental Provisions and the FFATA Supplemental Provisions, the FFATA Supplemental Provisions shall control.

9. Definitions. For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.

9.1. “Award” means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise. 2 CFR §200.38

9.2. “Federal Award” means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

9.3. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient. 2 CFR §200.37


9.5. “Grant” or “Grant Agreement” means an agreement setting forth the terms and conditions of an Award. The term does not include an agreement that provides only direct Federal cash assistance to an individual, a subsidy, a loan, a loan guarantee, insurance, or acquires property or services for the direct benefit of use of the Federal Awarding Agency or Recipient. 2 CFR §200.51.

9.6. “OMB” means the Executive Office of the President, Office of Management and Budget.

9.7. “Recipient” means a Colorado State department, agency or institution of higher education that receives a Federal Award from a Federal Awarding Agency to carry out an activity under a Federal program. The term does not include Subrecipients. 2 CFR §200.86

9.8. “State” means the State of Colorado, acting by and through its departments, agencies and institutions of higher education.

9.9. “Subrecipient” means a non-Federal entity receiving an Award from a Recipient to carry out part of a Federal program. The term does not include an individual who is a beneficiary of such program.

9.10. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

9.11. “Uniform Guidance Supplemental Provisions” means these Supplemental Provisions for Federal Awards subject to the OMB Uniform Guidance, as may be revised pursuant to ongoing guidance from relevant Federal agencies or the Colorado State Controller.

10. Compliance. Subrecipient shall comply with all applicable provisions of the Uniform Guidance, including but not limited to these Uniform Guidance Supplemental Provisions. Any revisions to such provisions
automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

11. Procurement Standards.

3.1 Procurement Procedures. Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.

3.2 Procurement of Recovered Materials. If Subrecipient is a State Agency or an agency of a political subdivision of a state, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

4. Access to Records. Subrecipient shall permit Recipient and auditors to have access to Subrecipient’s records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass-through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).

5. Single Audit Requirements. If Subrecipient expends $750,000 or more in Federal Awards during Subrecipient’s fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.

5.1 Election. Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

5.2 Exemption. If Subrecipient expends less than $750,000 in Federal Awards during its fiscal year, Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

5.3 Subrecipient Compliance Responsibility. Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Part F-Audit Requirements.

6. Contract Provisions for Subrecipient Contracts. Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant Agreement.

“During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

4.2 **Davis-Bacon Act.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-
3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

4.3 Rights to Inventions Made Under a Contract or Agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

4.4 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

4.5 Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.


7. Certifications. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR §200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

1. 8. Event of Default. Failure to comply with these Uniform Guidance Supplemental Provisions shall constitute an event of default under the Grant Agreement (2 CFR §200.339) and the State may terminate the Grant upon 30
days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

9. **Effective Date.** The effective date of the Uniform Guidance is December 26, 2013. 2 CFR §200.110. The procurement standards set forth in Uniform Guidance §§200.317-200.326 are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in Uniform Guidance Subpart F-Audit Requirements are applicable to audits of fiscal years beginning on or after December 26, 2014.

10. **Performance Measurement**

The Uniform Guidance requires completion of OMB-approved standard information collection forms (the PPR). The form focuses on outcomes, as related to the Federal Award Performance Goals that awarding Federal agencies are required to detail in the Awards.

Section 200.301 provides guidance to Federal agencies to measure performance in a way that will help the Federal awarding agency and other non-Federal entities to improve program outcomes.

The Federal awarding agency is required to provide recipients with clear performance goals, indicators, and milestones (200.210). Also, must require the recipient to relate financial data to performance accomplishments of the Federal award.
ORDINANCE NO. 071, 2020
OF THE COUNCIL OF THE CITY OF FORT COLLINS
MAKING SUPPLEMENTAL APPROPRIATIONS FOR THE
COLLEGE AVENUE-TRILBY ROAD INTERSECTION IMPROVEMENTS PROJECT

WHEREAS, according to the Arterial Intersection Prioritization Study (AIPS), College and Trilby Road intersection (the “Intersection”) is currently Fort Collins’ highest priority intersection in terms of safety and operational efficiency; and

WHEREAS, the Intersection requires modifications to enhance safety and install basic arterial road infrastructure; and

WHEREAS, improvement of this intersection (the “Project”) will include multi-modal facility improvements for safety of vehicles, bicycles, pedestrians and other multi-modal travel; installation of standard lane configurations for all lane movements/directions of travel; reduction of congestion for vehicle travel; and upgrading of the intersection to current American with Disability Act Standards; and

WHEREAS, this appropriation benefits public health, safety and welfare of the citizens of Fort Collins and serves the public purpose of increasing safety on City roads; and

WHEREAS, the funding for the Project comes from the following unanticipated grant revenue: a) Highway Safety Improvement Program Funds ($2,250,000); b) Congestion, Mitigation and Air Quality Improvements Program Funds ($387,371); and c) Funding Advancements for Surface Transportation & Economic Recovery Funds ($1,500,000); and

WHEREAS, no additional local funds will be required for this appropriation as prior appropriations (Transportation Capitol Expansion Fee Program funds of $598,680 and the Transportation Funds of $1,320), were sufficient to serve as the local match; 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 Capital Projects Fund and will not cause the total amount appropriated in the Capital Projects Fund to exceed the current estimate of actual and anticipated revenues to be received in that fund during any fiscal year; and

WHEREAS, the project funds being appropriated here are ineligible for public art purposes, as Section 23-304 of the City Code otherwise requires, due to grant restriction on the use of the funds; and

-1-
WHEREAS, the project funds previously appropriated, $598,680 from the Transportation Capital Expansion Fee Fund and $1,320 from the Transportation Fund, included the required contribution to the Art in Public Places program.

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 FOUR MILLION ONE HUNDRED THIRTY-SEVEN THOUSAND THREE HUNDRED SEVENTY-ONE DOLLARS ($4,137,371) for expenditure from the Capital Projects Fund for the College Avenue-Trilby Road Intersection Improvements Project.

Introduced, considered favorably on first reading, and ordered published this 19th day of May, A.D. 2020, and to be presented for final passage on the 2nd day of June, A.D. 2020.

________________________________________________________________________
Mayor

ATTEST:

________________________________________________________________________
City Clerk

Passed and adopted on final reading on the 2nd day of June, A.D. 2020

________________________________________________________________________
Mayor

ATTEST:

________________________________________________________________________
City Clerk
AGENDA ITEM SUMMARY
City Council

May 19, 2020

STAFF
Honore Depew, Interim Policy and Project Manager
Bronwyn Scurlock, Legal

SUBJECT
First Reading of Ordinance No. 072, 2020, Relating to the Extraction of Hemp within Dwellings.

EXECUTIVE SUMMARY
This item meets the following COVID-19 emergency priority for being on the Council agenda:
• Priority 7 - Items that are required to comply with federal or state legal or other requirements.

This item is required in order to comply with state law allowing the cultivation, extraction, processing, and manufacturing of industrial hemp and industrial hemp products, and the Uniform Fire Code which permits and regulates the extraction of hemp.

The purpose of this item is to amend Article XII, Chapter 12 of the City Code as it relates to the extraction of industrial hemp to clarify that the prohibition on the use of inherently hazardous substances in the extraction process only applies to dwellings, not to commercial businesses.

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

BACKGROUND / DISCUSSION
In September 2019, Council adopted Ordinance No. 103, 2019, adding a new Article XII to Chapter 12 of the City Code relating to the cultivation and extraction of industrial hemp. The purpose of the new article was to regulate the personal cultivation of hemp within the City in the same manner that marijuana cultivation is regulated. The Ordinance also included a section making it unlawful to use inherently hazardous substances in the extraction of hemp to protect the health, safety and welfare of the inhabitants of the City by completely prohibiting the extraction of hemp in residential settings.

Recently, staff and the Poudre Fire Authority have received several inquiries regarding the establishment of hemp extraction businesses in the City. It became apparent that the provision added to Chapter 12 regarding the extraction of hemp did not only apply to dwelling units, thereby unintentionally restricting commercial hemp extraction businesses that are otherwise in compliance with the provisions of the International Fire Code and State law.

This amendment is necessary in order for Poudre Fire Authority to proceed with investigating and permitting commercial hemp extraction businesses.
Relationship to Marijuana

Although hemp and marijuana are both derived from the cannabis plant, by definition hemp contains less than 0.3% THC (the psychoactive component in marijuana). Hemp is considered an agricultural crop, legal under state and federal law.

This ordinance does not amend any zoning designations. Extraction of hemp is considered light industrial, similar to the extraction of essential oils (like lavender).
ORDINANCE NO. 072, 2020
OF THE COUNCIL OF THE CITY OF FORT COLLINS
RELATING TO THE EXTRACTION OF HEMP WITHIN DWELLINGS

WHEREAS, in 2019, the Colorado General Assembly adopted SB19-240 authorizing local governments to adopt ordinances regulating the storage, extraction, processing, or manufacturing of industrial hemp or industrial hemp products; and

WHEREAS, Ordinance No. 103, 2019, added a new Article XII to Chapter 12 of the City Code relating to the cultivation and extraction of hemp; and

WHEREAS, within that Ordinance, staff recommended locally prohibiting hemp extractions to protect the health, safety and welfare of the inhabitants of Fort Collins in a manner consistent with the laws of the State; and

WHEREAS, staff has recently received several requests for hemp extraction businesses to operate within the City; and

WHEREAS, as adopted, Article XII, Chapter 12 of the City Code prohibits the use of inherently hazardous substances in the extraction of hemp anywhere in the City; and

WHEREAS, these provisions were not intended to prohibit extractions in commercial businesses; and

WHEREAS, the provisions of Article XII, Chapter 12 are currently preventing commercial businesses from receiving necessary approval from the Poudre Fire Authority to operate; and

WHEREAS, staff recommends amending the Code so as to allow commercial hemp extractions while continuing to prohibit extractions using hazardous substances in residential dwelling units to protect the health, safety and welfare of the inhabitants of Fort Collins.

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

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

Section 2. That Section 12-223 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 12-223. Use of inherently hazardous substances, alcohol, including ethanol for hemp extractions prohibited.
It shall be unlawful for any person to knowingly use inherently hazardous substances, or alcohol, including ethanol, in the extraction of THC or other cannabinoids from hemp within any dwelling in the City.

Introduced, considered favorably on first reading, and ordered published this 19th day of May, A.D. 2020, and to be presented for final passage on the 2nd day of June, A.D. 2020.

__________________________________
Mayor
ATTEST:

__________________________________
City Clerk

Passed and adopted on final reading on the 2nd day of June, A.D. 2020.

__________________________________
Mayor
ATTEST:

__________________________________
City Clerk
AGENDA ITEM SUMMARY
City Council

May 19, 2020

STAFF

Darin Atteberry, City Manager
Jim Byrne, Office of Emergency Management
Carrie Daggett, City Attorney

SUBJECT

Emergency Ordinance No. 073, 2020 Approving Emergency Rules and Regulations Enacted by the City Manager Pursuant to the Local COVID-19 Emergency.

EXECUTIVE SUMMARY

The purpose of this item is to approve an emergency rule and regulation enacted by the City Manager in response to the COVID-19 emergency. Section 2-671(a)(6)(a) of the City Code provides that emergency rules and regulations must be confirmed at the earliest practical time by the Council. This Emergency Ordinance seeks Council’s approval and ratification of all the emergency measures that have been enacted to date. Adoption by ordinance will ensure that each of the regulations is enforceable to the fullest extent of the law.

STAFF RECOMMENDATION

Staff recommends adoption of the Emergency Ordinance.

BACKGROUND / DISCUSSION

The City continues to be threatened with serious injury and damage, consisting of widespread human and economic impact caused by the Novel Coronavirus 2019 (COVID-19). On March 13, 2020, in order to undertake emergency measures to protect the life, health, safety and property of the citizens of the City and persons conducting business therein, and in order to attempt to minimize the loss of human life and the preservation of property, the City Manager, as the Director of the City’s Office of Emergency Management, proclaimed a “local emergency” in accordance with Section 2-671(a)(1) of the City Code and activated the Emergency Operations Plan established pursuant to Section 2-673 of the City Code. The Council extended the local emergency until such time as the City Manager determines in writing that the conditions justifying the local emergency no longer exist, with the adoption of Resolution 2020-030 on March 20, 2020.

Council has since adopted various resolutions (Resolution 2020-032, Resolution 2020-036, and Resolution 2020-038, and Emergency Ordinance No. 070, 2020) approving Emergency Rules and Regulations Nos. 2020-01 through 2020-015. Since the most recent Council approval, the City Manager has issued the following additional emergency rule and regulation in order to protect the health and safety of City residents and visitors, as follows:

• Emergency Regulation No. 2020-016, waiving the requirement set forth in City Code Section 2-183(4) that proposed uses of Community Development Block Grant funds received from the Department of Housing and Urban Development be submitted to the Community Development Block Grant Commission (“CDBG Commission”) for recommendations to City Council regarding the use of said funds, for proposed expenditures of special Community Development Block Grant Coronavirus (“CDBG-CV”) funds. In lieu of submission of the proposed use of CDBG-CV funds to the CDBG Commission, the Director of Social Sustainability (“Director”) or their designee shall consult with appropriate staff regarding the effective use of...
the CDBG-CV funds consistent with the CDBG-CV program objectives and then submit recommendations to City Council for consideration.
WHEREAS, the City of Fort Collins is threatened with serious injury and damage, consisting of widespread human and economic impact caused by the Novel Coronavirus 2019 (COVID-19); and

WHEREAS, in early March declarations of emergency regarding COVID-19 were issued by President Trump, Governor Polis and the Larimer County Department of Public Health and Environment; and

WHEREAS, on March 13, 2020, in order to undertake emergency measures to protect the life, health, safety and property of the citizens of the City and persons conducting business therein, and in order to attempt to minimize the loss of human life and the preservation of property, the City Manager, as the Director of the City’s Office of Emergency Management, proclaimed a “local emergency” in accordance with Section 2-671(a)(1) of the City Code and activated the Emergency Operations Plan established pursuant to Section 2-673 of the City Code; and

WHEREAS, the City Council extended the local emergency until such time as the City Manager determines in writing that the conditions justifying the local emergency no longer exist, with the adoption of Resolution 2020-030 on March 20, 2020; and

WHEREAS, having proclaimed a local emergency, the City Manager has issued emergency rules and regulations in order to protect the health and safety of City residents and visitors; and

WHEREAS, at its adjourned meeting on March 31, 2020, the City Council adopted Resolution 2020-032, approving the Emergency Rules and Regulations that had as of that date been issued by the City Manager, including the following:

a. Emergency Regulation No. 2020-01, Authorizing Emergency Purchases pursuant to City Code Section 8-161(b)(1), dated March 17, 2020; and

b. Emergency Regulation No. 2020-02, suspending certain legal requirements to allow the operation of a day shelter, homeless shelter, and/or seasonal overflow shelter at the Northside Aztlan Community Center, dated March 19, 2020; and

c. Emergency Regulation No. 2020-03, suspending fares for all Transfort bus routes within the City, including FLEX and MAX routes and Dial-a-Ride trips, dated March 19, 2020; and

d. Emergency Regulation No. 2020-04, suspending the operation of the requirements of City Code Chapter 26 related to disconnecting City non-telecommunication utility services to a premise upon non- or late payment of
utility service fees during the pendency of the local emergency or other applicable order, dated March 20, 2020; and

e. First Amended Emergency Regulation No. 2020-05A, suspending the prohibition on occupying recreational vehicles on private property, with written permission from the property owner, for working, living, or sleeping purposes in order to use that recreational vehicle to promote physical distancing and/or quarantine, dated March 30, 2020;

WHEREAS, at its regular meeting on April 7, 2020, the City Council adopted Resolution 2020-036, approving the Emergency Rules and Regulations that had as of that date been issued by the City Manager, including the following:

a. Emergency Regulation No. 2020-06, authorizing places of worship or assembly to conduct live religious services on their property so long as attendance is viewed remotely from on the property in vehicles provided physical distancing requirements are met and provided the arrangement is permitted by State and County “stay-at-home” orders, dated April 1, 2020; and

b. Emergency Regulation No. 2020-07, limiting enforcement for certain types of parking violations (block face restrictions, overtime, expired tags, and residential parking permit violations) and easing certain requirements related to parking tickets, dated April 1, 2020; and

c. Emergency Regulation No. 2020-08, authorizing certain temporary sign, banner and pennant encroachments by essential businesses during the local emergency, dated April 4, 2020;

WHEREAS, at its regular meeting on April 21, 2020, the City Council adopted Resolution 2020-038 approving the Emergency Rules and Regulations that as of that date been issued by the City Manager, including the following:

a. Emergency Regulation No. 2020-09, designates an outdoor emergency shelter area at the Northside Aztlan Community Center and adopts Temporary Outdoor Shelter Regulations that will govern the use of the outdoor emergency shelter area, including a prohibition on the open carrying of firearms within the designated outdoor shelter area; and

b. Emergency Regulation No. 2020-010, waiving the requirements of the City Land Use Code, Building Code and Fire Code for the property at 1125 W. Myrtle Street (the former Elderhaus property off of Shields Street owned by CSURF) so that it can be used to shelter people experiencing homelessness who test positive or are presumed to have COVID-19; and
c. Emergency Regulation No. 2020-011, suspending the City Code requirement that solid waste collectors make curbside pickup of residential yard trimmings available at least weekly from April 1 to November of each year, so no residential yard trimming pickup is required from April 1 to June 30, 2020, while allowing the haulers to offer this service if they are willing and able to; and

d. Emergency Regulation No. 2020-012 authorizing scheduled route reductions for Transfort to respond to the pandemic as needed;

and

WHEREAS, at its regular meeting on May 5, 2020, the City Council adopted Emergency Ordinance No. 070, 2020, approving the Emergency Rules and Regulations that as of that date been issued by the City Manager, including the following:

a. Emergency Regulation No. 2020-013 authorizing the City Building Official to accept satisfactory evidence that an applicant has previously passed the 2009 version of the IBC contractor licensing examination because applicants are unable to test and receive a passing certificate for the current International Building Code (“IBC”) adopted by the City of Fort Collins (2018) during the current Local Emergency due to closure of licensing examination facilities, commencing immediately and continuing through the end of the Local Emergency or such time as the locally designated testing facilities that proctor compliant IBC general licensing examinations reopen, whichever first occurs; and

b. Emergency Regulation No. 2020-014, permitting the continued use of the Community of Christ Church at 220 E. Oak Street as a seasonal overflow shelter during the COVID after the end of April;

c. Amended Emergency Regulation No. 2020-015A, requiring the wearing of face coverings in enclosed areas to which the public is invited or in which workers are working, in City buildings and facilities and in certain outdoor locations;

and

WHEREAS, the City Manager has since issued an additional Emergency Rule and Regulation (collectively referred to as the “New Emergency Rules and Regulations”), as follows:

a. Emergency Regulation No. 2020-016, waiving the requirement set forth in City Code Section 2-183(4) that proposed uses of Community Development Block Grant funds received from the Department of Housing and Urban Development be submitted to the Community Development Block Grant Commission (“CDBG Commission”) for
recommendations to City Council regarding the use of said funds, for proposed expenditures of special Community Development Block Grant Coronavirus ("CDBG-CV") funds. In lieu of submission of the proposed use of CDBG-CV funds to the CDBG Commission, the Director of Social Sustainability ("Director") or their designee shall consult with appropriate City staff regarding the effective use of the CDBG-CV funds consistent with the CDBG-CV program objectives and then submit recommendations to City Council for consideration;

and

WHEREAS, Section 2-671(a)(6)(a) of the City Code provides that the emergency rules and regulations must be confirmed at the earliest practical time by the City Council; and

WHEREAS, the Council has determined that each of the Emergency Regulations (No. 2020-01 through No. 2020-015A) described above is reasonably necessary to the protection of life, health, safety and property of the residents of and visitors to Fort Collins; and

WHEREAS, approval of all Emergency Rules and Regulations by ordinance will ensure that they are enforceable to the fullest extent of the law, and Council therefore wishes to approve them by the adoption of this Ordinance; and

WHEREAS, Article II, Section 6 of the City Charter authorizes the Council to adopt emergency ordinances, which shall be finally passed on first reading by the affirmative vote of at least five members of the Council and which shall contain a specific statement of the nature of the emergency.

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

Section 1. That the City Council hereby makes any and all determinations and findings contained in the recitals set forth above and finds that an emergency exists requiring the immediate adoption of this Ordinance under Article II, Section 6 of the City Charter to enable the City to carry out and fully enforce the terms of each of the above-described Emergency Rules and Regulations, in order to protect the health, safety and welfare of the people of Fort Collins in light of the above-described local emergency.

Section 2. That the City Council hereby finds that the City Manager’s establishment of the Emergency Rules and Regulations, including the New Emergency Rules and Regulations attached hereto as Exhibit A, and incorporated herein by this reference, was necessary in the interest of protecting the life, health, safety and property of the citizens of Fort Collins.

Section 3. That the City Council hereby confirms, ratifies and approves each of the above-described Emergency Rules and Regulations as of the date of their establishment by the City Manager, including modifications made by this Ordinance.
Section 4. That the City Clerk is hereby directed to cause the publication of this Emergency Ordinance in accordance with the Fort Collins City Charter.

Introduced, considered favorably by at least five (5) members of the Council of the City of Fort Collins and finally passed as an emergency ordinance and ordered published this 19th day of May, 2020.

__________________________________
Mayor

ATTEST:

__________________________________
City Clerk
EMERGENCY RULES AND REGULATIONS No. 2020-16

To all persons take notice:

That for the protection of life, health, safety and property as affected by reason of the Novel Coronavirus 2019 (COVID-19), which resulted in my declaration of a “local emergency” under the authority of Chapter 2, Article IX of the Code of the City of Fort Collins, (the “City”) and which declaration of local emergency was filed with the City Clerk and with the Colorado Division of Emergency Management on March 13, 2020 and extended by City Council adoption of Resolution 2020-030 on March 20, 2020, I have hereby established, under the authority of City Code Section 2-671(a)(6)a, the following rules and regulations:

1. Commencing upon the date signed below, and until further notice, the requirement set forth in City Code Section 2-183(4) that proposed uses of Community Development Block Grant funds received from the Department of Housing and Urban Development be submitted to the Community Development Block Grant Commission (“CDBG Commission”) so the CDBG Commission may make recommendations to City Council regarding the use of said funds, shall not apply to proposed expenditures of special Community Development Block Grant Coronavirus (“CDBG-CV”) funds.

2. In lieu of submission of the proposed use of CDBG-CV funds to the CDBG Commission, the Director of Social Sustainability (“Director”) or their designee shall consult with appropriate City staff regarding the effective use of the CDBG-CV funds consistent with the CDBG-CV program objectives and then submit recommendations to City Council for consideration.

3. I find that this emergency rule and regulation is reasonable and necessary to more quickly and efficiently identify priority needs and uses of this critical funding to assist with the response for, and recovery of, those in the community who have been negatively impacted by the COVID-19 pandemic. This emergency rule and regulation promotes the health, safety and welfare of the public because it will provide an expedited way for the City to fund CDBG-eligible uses, including assisting low- and moderate-income persons with immediate financial assistance.
Pursuant to Section 2-671(e) of the City Code, the rules and regulations set forth herein shall be disseminated to local radio and television stations and to a newspaper having a general circulation within the City. A knowing violation of these rules and regulations shall be a misdemeanor punishable under Section 1-15 of the City Code.

DATED this 7th day of May, A.D. 2020.

Darin A. Atteberry, City Manager
AGENDA ITEM SUMMARY
City Council
May 19, 2020

STAFF

David Myers, Land Conservation Manager
Kyle Shook, Real Estate Senior Specialist
Zoe Shark, Public Engagement Manager
Tawnya Ernst, Real Estate Specialist III
Ingrid Decker, Legal

SUBJECT

First Reading of Ordinance No. 074, 2020, Authorizing the Conveyance of a Permanent Waterline Easement and a Temporary Construction Easement on Maxwell Natural Area to the Fort Collins Loveland Water District.

EXECUTIVE SUMMARY

This item meets the following COVID-19 emergency priorities for being on the Council agenda:

- Priority 4 - Items that are substantially complete, have completed significant public process, and are ready for Council consideration.

The purpose of this item is to authorize the conveyance of a permanent waterline easement and a temporary construction easement to the Fort Collins Loveland Water District (FCLWD) on Maxwell Natural Area. The proposed easement area will traverse Maxwell Natural Area over a new alignment and vacate in-place a portion of the original waterline alignment presently held by FCLWD on the east side of the natural area. Replacing the existing failing waterline is crucial for water service to residents supplied by the waterline.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

Maxwell Natural Area is a 344-acre foothill natural area situated near Horsetooth Reservoir, north of South County Road 23 and west of the Ponds at Overland Park Subdivision. Fort Collins-Loveland Water District (FCLWD) owns a one-acre inholding within the Natural Area that contains a water storage tank that supplies its customers in the immediate area.

FCLWD approached Natural Areas staff in January 2019 requesting an easement to install a 20-inch waterline through a portion of the Maxwell Natural Area to tie into an existing waterline within the Ponds at Overland Park Subdivision. This waterline easement will replace an existing 16 inch steel waterline that has failed due to age. The original waterline was installed in 1973 prior to the development of the adjacent neighborhood and acquisition of the Natural Area. The steel waterline has severe corrosion due to rust and is failing with multiple breaks over the past year.

At a preliminary meeting in January 2019, FCLWD explained to Natural Areas staff the nearly impossible challenge of replacing the waterline in its original location. FCLWD team worked with Natural Areas staff to create the proposed alignment that will serve the needs of FCLWD and minimize impacts to habitat and visitor experience on Maxwell Natural Area. The new alignment will allow access for future maintenance using existing roads (Attachment 1).
Once construction is complete and the new waterline is operational, FCLWD will vacate the original easement.

The 20-foot wide permanent easement covers 0.857 acres (37,340 square feet) and the temporary construction easement crosses 1.286 acres (56,003 square feet) of the natural area.

**Environmental Impact**

Minimal environmental impact is anticipated because the site is mostly smooth brome and other non-native species. The areas of Maxwell Natural Area with significant native habitat will not be affected. Visitor use will be slightly affected in the area; however, the heavily used main trails will not be affected.

**CITY FINANCIAL IMPACTS**

In accordance with Sec. 23-114 of the Municipal Code, any conveyance of City real property must be for an amount equal to or greater than the fair market value. The estimated market value of the City’s ownership in the requested easements is as follows: $2,576 per year for the temporary construction easement and $8,588 for the permanent easement plus a $3,858 restoration fee ($3,000 per acre for approximately 1.286 acres of disturbance). The easement fees are based on 100% of the per acre full fair market value of the natural area.

FCLWD will pay all fees associated with this project prior to recording of the easement.

**BOARD / COMMISSION RECOMMENDATION**

At its November 19, 2019, meeting, the Land Conservation Stewardship Board voted unanimously to recommend City Council approve the conveyance of the waterline easement to Fort Collins Loveland Water District. *(Attachment 2)*

**ATTACHMENTS**

1. Project Location Map  (PDF)
2. Land Conservation and Stewardship Minutes - November 19, 2019  (PDF)
FCLWD Waterline Replacement on Maxwell Natural Area

Legend
- Conservation Easements
- Natural Areas
  - Natural Area (City of Fort Collins)
  - State, County or Other Municipal
- Meadow Springs Ranch (City of Fort Collins)
- Growth Management Area
- City Limits
- Citations

Notes

This map is a user generated static output from the City of Fort Collins FCMaps Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
1. CALL TO ORDER

5:30 p.m.

2. ROLL CALL

EDWARD Reifsnyder, Vicky McLane, Joseph Piesman, Andrea Elson, Kelly Ohlson, Alycia Crall, Raymond Watts, Mike Weber

Excused: David Tweedale

NAD Staff: Julia Feder, Mark Sears, Dave Myers

Guests: Scott Schorling, Operations Services; Claire Shapiro, CSU student; Stephanie Blochowiak, Community Development and Neighborhood Services

ACTION ITEMS

Maxwell Natural Area – Waterline Easement Request

Dave Myers

Dave presented the request from Fort Collins Loveland Water District (FCLWD) for a new waterline easement across a portion of the Maxwell Natural Area to replace an existing waterline which is failing due to age. The new easement alignment would be less impactful to the site and the old easement would be vacated once the new line was installed.

Discussion:

The board briefly discussed the request, noting that the proposed easement alignment was better than the existing alignment.

Andrea Elson made a motion recommending that City Council approve conveyance of a utility easement to the Fort Collins Loveland Water District (FCLWD) on Maxwell Natural Area, with the condition that the current FCLWD easement on Maxwell Natural Area be vacated in place of the new pipeline construction.

Mike Weber seconded the motion.

The motion was unanimously approved 8-0
ORDINANCE NO. 074, 2020
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AUTHORIZING THE CONVEYANCE OF A PERMANENT WATERLINE EASEMENT
AND A TEMPORARY CONSTRUCTION EASEMENT ON MAXWELL NATURAL AREA
TO THE FORT COLLINS LOVELAND WATER DISTRICT

WHEREAS, the City is the owner of a parcel of land near Horsetooth Reservoir north of South County Road 23 known as Maxwell Natural Area (the “City Property”); and

WHEREAS, the Fort Collins Loveland Water District ("District") owns a one-acre inholding within the City Property that contains a water storage tank supplying District customers in the immediate area; and

WHEREAS, the District also owns a 16” steel waterline in an easement on the City Property that connects to its water tank; and

WHEREAS, the District needs to replace the 16” waterline, which is failing, with a new 20” waterline, and has requested an easement on the City Property to install the new line because it would be nearly impossible to replace the old waterline in the same location; and

WHEREAS, the location of the new easement is shown and described on Exhibit “A”, attached and incorporated herein by reference (the “Easement”); and

WHEREAS, the District is also requesting a temporary construction easement to allow construction of the new pipeline, as shown and described on Exhibit “B”, attached and incorporated herein by reference (the “TCE”); and

WHEREAS, the District will pay the City fair market value of $2,576/year for the TCE and $8,588 for the Easement, plus a $3,858.00 restoration fee ($3,000/acre for approximately 1.286 acres of disturbance); and

WHEREAS, Section 23-111(a) of the City Code authorizes the City Council to sell, convey or otherwise dispose of any interests in real property owned by the City, provided the City Council first finds, by ordinance, that such sale or other disposition is in the best interests of the City; and

WHEREAS, at its regular meeting on November 19, 2019, the Land Conservation and Stewardship Board voted to recommend City Council approve the conveyance of the Easement.

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

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.
Section 2. That the City Council hereby finds that the conveyance of the Easement and TCE to the District as provided herein is in the best interests of the City.

Section 3. That the Mayor is hereby authorized to execute such documents as are necessary to convey the Easement and TCE to the District on terms and conditions consistent with this Ordinance, 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 or effectuate the purposes of this Ordinance.

Introduced, considered favorably on first reading, and ordered published this 19th day of May, A.D. 2020 and to be presented for final passage on the 2nd day of June, A.D. 2020.

_____________________________
Mayor

ATTEST:

_____________________________
City Clerk

Passed and adopted on final reading on this 2nd day of June, A.D. 2020.

_____________________________
Mayor

ATTEST:

_____________________________
City Clerk
EXHIBIT A
PROPERTY DESCRIPTION
20' Utility Easement

A parcel of land 20 feet in width for easement purposes, located in a portion of land dedicated in Quit Claim Deed, recorded February 10th, 1998 as Reception No. 98009572 of the Records of Larimer County, situate in the Southwest Quarter (SW1/4) of Section Seventeen (17) of Township Seven North (T.7N.), Range Sixty-nine West (R.69 W.), of the Sixth Principal Meridian (6th P.M.), County of Larimer County, State of Colorado, being more particularly described as follows:

COMMENCING at the Southwest Corner of said Section 17 and considering the South line of the SW1/4 of Section 17, as bearing North 84°45'15" East a distance of 2738.14 feet with all other bearings contained herein relative thereto;

THENCE North 84°45'15" East a distance of 2502.82 feet to the Southwest corner of Tract D of The Ponds of Overland Trail Second Filing as recorded August 5th, 1999 of the Records of Larimer County and to a Point of Curvature (PC);

The following six courses and distances are along west Westerly line of Tract D.

THENCE along the arc of a non-tangent curve, concave to the Southwest a distance of 69.52 feet, said curve having a radius of 241.00 feet, a Delta of 16°31'37" and is subtended by a chord bearing of North 37°59'47" West a distance of 69.28 feet to a Point of Tangency (PT);

THENCE North 46°15'36" West a distance of 13.30 feet to a PC;

THENCE along the arc of a curve concave to the East a distance of 95.48 feet, said curve having a radius of 141.00 feet, a Delta of 38°48'30" and is subtended by a chord bearing of North 26°51'36" West a distance of 93.67 feet to a PT;

THENCE North 07°27'36" West a distance of 223.60 feet to a PC;

THENCE along the arc of a curve concave to the West a distance of 67.14 feet, said curve having a radius of 623.00 feet, a Delta of 06°10'29" and is subtended by a chord bearing of North 10°32'50" West a distance of 67.11 feet to the POINT OF BEGINNING;

THENCE continuing along the arc of a curve concave to the West a distance of 20.30 feet, said curve having a radius of 623.00 feet, a Delta of 01°52'01" and is subtended by a chord bearing of North 14°34'05" West a distance of 20.30 feet to a PT

THENCE South 85°16'22" West a distance of 377.24 feet;

THENCE North 72°28'15" West a distance of 26.37 feet;

THENCE North 50°30'20" West a distance of 48.90 feet;

THENCE North 29°17'39" West a distance of 48.97 feet;

THENCE North 18°17'39" West a distance of 154.76 feet;

THENCE North 29°17'39" West a distance of 102.99 feet;

THENCE North 06°52'34" West a distance of 111.07 feet;

THENCE North 17°52'34" West a distance of 24.92 feet;

THENCE North 28°52'34" West a distance of 55.52 feet;

THENCE North 39°52'34" West a distance of 232.83 feet;

THENCE North 28°53'08" West a distance of 80.40 feet;

THENCE North 39°46'29" West a distance of 101.48 feet;

THENCE North 17°53'13" West a distance of 73.62 feet;

THENCE North 39°53'13" West a distance of 91.02 feet;

THENCE North 84°53'13" West a distance of 96.08 feet;

THENCE South 84°08'45" West a distance of 207.34 feet;

THENCE North 74°20'32" West a distance of 6.16 feet;

THENCE North 52°20'32" West a distance of 9.02 feet;

THENCE North 23°19'20" West a distance of 4.84 feet;

THENCE South 62°49'50" West a distance of 20.05 feet;

THENCE South 23°19'20" East a distance of 8.67 feet;

THENCE South 52°20'32" East a distance of 18.08 feet;

THENCE South 74°20'32" East a distance of 13.84 feet;

THENCE North 84°08'45" East a distance of 209.22 feet;

THENCE South 84°53'13" East a distance of 85.87 feet;

THENCE South 39°53'13" East a distance of 78.85 feet;

THENCE South 17°53'13" East a distance of 73.59 feet;

THENCE South 39°46'29" East a distance of 103.44 feet;

THENCE South 28°53'08" East a distance of 80.42 feet;

Mc20200039-DESCRIPTIONS/20200039EXH_1.doc  Page 1 of 4
THENCE South 39°52'34" East a distance of 232.83 feet;
THENCE South 28°52'34" East a distance of 51.66 feet;
THENCE South 17°52'34" East a distance of 21.06 feet;
THENCE South 06°52'34" East a distance of 113.11 feet;
THENCE South 29°17'39" East a distance of 105.03 feet;
THENCE South 18°17'39" East a distance of 154.76 feet;
THENCE South 29°17'39" East a distance of 54.64 feet;
THENCE South 50°30'20" East a distance of 56.52 feet;
THENCE South 72°28'15" East a distance of 34.19 feet;
THENCE North 85°16'22" East a distance of 384.64 feet to the West line of Tract D of The Ponds at Overland Trail Second Filing and to the POINT OF BEGINNING.

Said described parcel of land contains 37,340 Square Feet of 0.857 Acres, more or less (+/-), and is subject to any rights-of-ways or other easements of record or as now existing on said described parcel of land.

SURVEYOR’S CERTIFICATE

I, Paul E. Groves, a Colorado Registered Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.

[Signature]

Paul B. Groves – on behalf of King Surveyors
Colorado Licensed Professional
Land Surveyor #38209

KING SURVEYORS
650 Garden Drive
Windsor, Colorado 80550
(970) 686-5011
20' UTILITY EASEMENT
37,340 sq. ft. / 0.857 acres

SCALE IN FEET
SCALE: 1"=200'

SOUTH LINE OF THE
SOUTHWEST QUARTER
SECTION 17, T.7N., R.69W.

BASIS OF BEARINGS
N84°45'15"E 2502.82'
N84°45'15"E 2738.14'

SOUTH QUARTER
CORNER SECTION 17,
T.7N., R.69W.

OWNER: CITY OF FORT COLLINS

Paul B. Groves - On Behalf Of King Surveyors
Colorado Licensed Professional
Land Surveyor #38209

NOTE: This exhibit drawing is not intended to be a monumented land survey. Its sole purpose is to illustrate the written property description which it accompanies. The written property description supersedes the exhibit drawing.

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown herein. (13-80-105 C.R.S. 2012)

KING SURVEYORS
650 E. Garden Drive 1 Windsor, Colorado 80550
phone: (970) 686-5011 fax: (970) 686-5821
email: contact@KingSurveyors.com

PROJECT NO: 20200039
DATE: 04/22/20
CLIENT: CIVILWORX, LLC
DWG: 20200039EXH_1
DRAWN: MDG CHECKED: PBG

Attachment: Exhibit A (9115: Maxwell Natural Area Easements ORD)
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LINE TABLE

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<tr>
<td>L41</td>
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Paul B. Groves — On Behalf Of King Surveyors
Colorado Licensed Professional
Land Surveyor #35209

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KING SURVEYORS
650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | fax: (970) 686-5821
email: contact@KingSurveyors.com

PROJECT NO: 20200039
DATE: 04/22/20
CLIENT: CIVILWORKS, LLC
DWG: 20200039Exh_1
DRAWN: MDG CHECKED: PEG
EXHIBIT B
PROPERTY DESCRIPTION
Temporary Construction Easement

A parcel of land for easement purposes, located in a portion of land dedicated in Quit Claim Deed, recorded February 10th, 1998 as Reception No. 98009572 of the Records of Larimer County, situate in the Southwest Quarter (SW1/4) of Section Seventeen (17) of Township Seven North (T.7N.), Range Sixty-nine West (R.69 W.), of the Sixth Principal Meridian (6th P.M.), County of Larimer County, State of Colorado, being more particularly described as follows:

COMMENCING at the Southwest Corner of said Section 17 and considering the South line of the SW1/4 of Section 17, as bearing North 84°45’15” East a distance of 2738.14 feet with all other bearings contained herein relative thereto;

THENCE North 84°45’15” East a distance of 2502.82 feet to the Southwest corner of Tract D of The Ponds of Overland Trail Second Filing as recorded August 5th, 1999 of the Records of Larimer County and to a Point of Curvature (PC);

The following six courses and distances are along west Westerly line of Tract D.

THENCE along the arc of a non-tangent curve, concave to the Southwest a distance of 69.52 feet, said curve having a radius of 241.00 feet, a Delta of 163°1’37” and is subtended by a chord bearing of North 37°59’47” West a distance of 69.28 feet to a Point of Tangency (PT);

THENCE North 46°15’36” West a distance of 13.30 feet to a PC;

THENCE along the arc of a curve concave to the East a distance of 95.48 feet, said curve having a radius of 141.00 feet, a Delta of 38°48’00” and is subtended by a chord bearing of North 26°51’36” West a distance of 93.67 feet to a PT;

THENCE North 09°27’36” West a distance of 223.60 feet to a PC;

THENCE along the arc of a curve concave to the West a distance of 51.99 feet, said curve having a radius of 623.00 feet, a Delta of 04°46’51” and is subtended by a chord bearing of North 09°51’01” West a distance of 51.97 feet to the POINT OF BEGINNING;

THENCE continuing along the arc of a curve concave to the West a distance of 50.76 feet, said curve having a radius of 623.00 feet, a Delta of 04°40’06” and is subtended by a chord bearing of North 14°34’30” West a distance of 50.75 feet to a PT;

THENCE South 85°16’22” West a distance of 37.124 feet;

THENCE North 72°28’15” West a distance of 20.51 feet;

THENCE North 50°30’20” West a distance of 43.18 feet;

THENCE North 29°17’39” West a distance of 44.71 feet;

THENCE North 18°17’39” West a distance of 154.76 feet;

THENCE North 29°17’39” West a distance of 101.46 feet;

THENCE North 06°52’34” West a distance of 109.55 feet;

THENCE North 17°52’34” West a distance of 27.80 feet;

THENCE North 28°52’34” West a distance of 58.41 feet;

THENCE North 39°52’34” West a distance of 232.84 feet;

THENCE North 28°53’08” West a distance of 80.38 feet;

THENCE North 39°46’29” West a distance of 100.00 feet;

THENCE North 17°53’13” West a distance of 73.63 feet;

THENCE North 39°53’13” West a distance of 100.15 feet;

THENCE North 84°53’13” West a distance of 103.73 feet;

THENCE South 84°08’45” West a distance of 205.93 feet;

THENCE North 74°20’32” West a distance of 0.39 feet;

THENCE North 52°20’32” West a distance of 2.22 feet;

THENCE North 23°19’20” West a distance of 1.97 feet;

THENCE South 62°49’50” West a distance of 50.11 feet;

THENCE South 23°19’20” East a distance of 11.54 feet;

THENCE South 52°20’32” East a distance of 24.88 feet;

THENCE South 74°20’32” East a distance of 19.61 feet;

THENCE North 84°08’45” East a distance of 210.63 feet;

THENCE South 84°53’13” East a distance of 78.22 feet;

THENCE South 39°53’13” East a distance of 69.72 feet;
THENCE South 17°53'13" East a distance of 73.58 feet;
THENCE South 39°46'29" East a distance of 104.91 feet;
THENCE South 28°53'08" East a distance of 80.43 feet;
THENCE South 39°52'34" East a distance of 232.83 feet;
THENCE South 28°52'34" East a distance of 48.78 feet;
THENCE South 17°52'34" East a distance of 18.18 feet;
THENCE South 06°52'34" East a distance of 114.64 feet;
THENCE South 29°17'39" East a distance of 106.55 feet;
THENCE South 18°17'39" East a distance of 154.76 feet;
THENCE South 29°17'39" East a distance of 58.89 feet;
THENCE South 50°30'20" East a distance of 62.24 feet;
THENCE South 72°28'15" East a distance of 40.05 feet;
THENCE North 85°16'22" East a distance of 389.76 feet to the West line of Tract D of The Ponds at
Overland Trail Second Filing and to the POINT OF BEGINNING.

Excepting therefrom a strip of land 20 feet in width as centered within the above described parcel,
which is being dedicated as permanent easement by a separate document.

Said described parcel of land contains 56,003 Square Feet of 1.286 Acres, more or Less (+/-), and is
subject to any rights-of-ways or other easements of record or as now existing on said described
parcel of land.

SURVEYOR'S CERTIFICATE

I, Paul B. Groves, a Colorado Registered Professional Land Surveyor do hereby state that this
Property Description was prepared under my personal supervision and checking, and that it is true
and correct to the best of my knowledge and belief.

[Signature]

Paul B. Groves – on behalf of King Surveyors
Colorado Licensed Professional
Land Surveyor #38209

KING SURVEYORS
650 Garden Drive
Windsor, Colorado 80550
(970) 686-5011
TEMPORARY CONSTRUCTION EASEMENT
less utility easement per separate document
56,980 sq. ft. / 1.290 acres

SCALE IN FEET
SCALE: 1" = 200'

SOUTH LINE OF THE
SOUTHWEST QUARTER
SECTION 17, T.7N., R.69W.
BASIS OF BEARINGS N84°45'15"E 2502.82'
2738.14'
SOUTH QUARTER CORNER
SECTION 17, T.7N., R.69W.

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Paul B. Groves – On Behalf Of King Surveyors
Colorado Licensed Professional
Land Surveyor #38209

KING SURVEYORS
650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | fax: (970) 686-5821
email: contact@KingSurveyors.com

PROJECT NO: 20200039
DATE: 4/2/2020
CLIENT: CIVILWORX, LLC
DWG: 20200039EXH_2
DRAWN: MDG CHECKED: PBG

Attachment: Exhibit B (9115 : Maxwell Natural Area Easements ORD)
**CURVE TABLE**

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<tr>
<td>L28</td>
<td>S39°53'13&quot;E</td>
<td>69.72'</td>
</tr>
<tr>
<td>L29</td>
<td>S17°53'13&quot;E</td>
<td>73.58'</td>
</tr>
<tr>
<td>L30</td>
<td>S39°46'29&quot;E</td>
<td>104.91'</td>
</tr>
<tr>
<td>L31</td>
<td>S28°53'08&quot;E</td>
<td>80.43'</td>
</tr>
<tr>
<td>L32</td>
<td>S39°52'34&quot;E</td>
<td>232.83'</td>
</tr>
<tr>
<td>L33</td>
<td>S28°52'34&quot;E</td>
<td>48.78'</td>
</tr>
<tr>
<td>L34</td>
<td>S17°52'34&quot;E</td>
<td>18.18'</td>
</tr>
<tr>
<td>L35</td>
<td>S06°52'34&quot;E</td>
<td>114.64'</td>
</tr>
<tr>
<td>L36</td>
<td>S29°17'39&quot;E</td>
<td>106.55'</td>
</tr>
<tr>
<td>L37</td>
<td>S18°17'39&quot;E</td>
<td>154.76'</td>
</tr>
<tr>
<td>L38</td>
<td>S28°17'39&quot;E</td>
<td>58.89'</td>
</tr>
<tr>
<td>L39</td>
<td>S50°30'20&quot;E</td>
<td>62.24'</td>
</tr>
<tr>
<td>L40</td>
<td>S72°28'15&quot;E</td>
<td>40.05'</td>
</tr>
<tr>
<td>L41</td>
<td>N85°16'22&quot;E</td>
<td>389.76'</td>
</tr>
</tbody>
</table>

**NOTE:** This exhibit drawing is not intended to be a monumented land survey. Its sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.

**NOTICE:** According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon. (13-80-105 C.R.S. 2012)
AGENDA ITEM SUMMARY
City Council

May 19, 2020

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

SUBJECT
Resolution 2020-047 Approving the First Amendment to November 5, 2019, Intergovernmental Agreement with Larimer County, for Taft Hill Road Improvements – Horsetooth to Harmony Project.

EXECUTIVE SUMMARY
This item meets the following COVID-19 emergency priorities for being on the Council agenda:

- Priority 6 - Items related to funding, operation, and business activities that the City must continue despite the current crisis.
- Priority 7 - Items required to comply with federal or state legal or other requirements.

The Taft Hill Improvements Project - Horsetooth to Harmony (Project) is funded with Larimer County (County) Regional Transportation Capital Expansion Fee (Regional TCEF) funds and federal Surface Transportation Block Grant (STBG) funds. The existing intergovernmental agreement (IGA) with the County allows the County to provide the Regional TCEF funds to the City.

The purpose of this item is to clarify that the County will purchase right-of-way associated with the Project and enable the City to reimburse the County for costs associated with right-of-way acquisition. This item will authorize the Mayor to sign an IGA amendment (Amendment) for the IGA that was previously signed by the Mayor as part of Resolution 2020-001. Right-of-way acquisition will support the Project which will improve Taft Hill Road from Horsetooth Road to Brixton Road (south of Harmony Road). The City will be reimbursing the County for applicable expenses using County Regional TCEF and STBG funds.

Amending the IGA is critical to keeping the Project on schedule. It will allow early involvement of right-of-way acquisition agents through the County.

STAFF RECOMMENDATION
Staff recommends adoption of the Resolution.

BACKGROUND / DISCUSSION
Taft Hill Road is a major regional road for both the City and County. Taft Hill Road is identified as a 4-lane arterial road on the Master Street Plan. Currently, the majority of Taft Hill Road within the Project limits is a 2-lane road and experiences significant congestion and a higher-than-expected rate of traffic accidents.

The Project limits are in unincorporated County, but within the City’s growth management area boundary. The City is partnering with the County to address the safety and congestion concerns on Taft Hill Road. The Project will design, acquire right-of-way for, and construct a 4-lane arterial street on Taft Hill Road within the Project limits. The City will take the lead on the Project, with close support from the County especially regarding public outreach. The County will take the lead on required right-of-way acquisition.
The City and County previously submitted a joint grant application in 2018 for design, right-of-way acquisition and construction funding for the Project. In 2019, 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. Taft Hill Road is an NFRMPO identified Regionally Significant Corridor. The STBG funds will become available in July 2021 and will be administered by the Colorado Department of Transportation (CDOT). Regional Transportation Capital Expansion Fee (Regional TCEF) funds will be used for the local matching funds required by the grant, as well as overmatching funds, and were appropriated as part of previous Council Ordinance No. 007 and 008, 2020. These funds will be used for the design, property acquisition (through the County), and construction of roadway improvements within the Project limits.

Since adoption of the previous Resolution and Ordinances, City and County staff determined that the County is the appropriate entity to acquire right-of-way within the project limits since most, if not all, of the required acquisitions will be within unincorporated County. This Amendment will formalize the County’s role to acquire right-of-way and allow the City to reimburse the County for associated costs using the STBG grant and Regional TCEF funds previously appropriated.

**CITY FINANCIAL IMPACTS**

The following is a summary of the funding to be used for design, right-of-way acquisition, and construction of the Project:

<table>
<thead>
<tr>
<th>Funds Previously Appropriated through Council Action</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal STBG Grant (Available July 2021)</td>
<td>$3,834,025</td>
</tr>
<tr>
<td>Regional Road Fee (Local Matching Funds)</td>
<td>$797,000</td>
</tr>
<tr>
<td>Regional Road Fee (Overmatching Funds)</td>
<td>$748,975</td>
</tr>
<tr>
<td>Transportation Reserves (APP Contribution)</td>
<td>$15,460</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$5,395,460</strong></td>
</tr>
</tbody>
</table>

All funds were previously appropriated as part of Ordinances No. 007 and 008, 2020. This Council action will not affect the total Project appropriations.

**BOARD / COMMISSION RECOMMENDATION**

City staff have not yet presented the project to any boards or commissions. Staff anticipates presenting to the Transportation Board and Bicycle Advisory Committee.

**PUBLIC OUTREACH**

City and County staff have collaboratively developed a comprehensive Communication Plan (Plan) and will revise and update the Plan throughout the Project. The Plan directs staff to have communication with residents, property owners, business owners, and other stakeholders. A Project website as well as City Manager’s Monthly Report entry have been developed. Project introduction letters have been sent to property owners along the Project limits. Staff will conduct open house meetings as the Project progresses.

**ATTACHMENTS**

1. Project Location Map (PDF)
RESOLUTION 2020-047
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROVING THE FIRST AMENDMENT TO NOVEMBER 5, 2019,
INTERGOVERNMENTAL AGREEMENT WITH LARIMER COUNTY, FOR
TAFT HILL ROAD IMPROVEMENTS – HORSETOOTH TO HARMONY PROJECT

WHEREAS, Taft Hill Road is a major regional road for both the City of Fort Collins and Larimer County (the “County”) and is identified as a 4-lane arterial road on the City Master Street Plan; and

WHEREAS, the City has been working with the County to improve Taft Hill Road, specifically by cooperating on the Taft Hill Improvements Project from Horsetooth Road to Harmony Road (the “Project”), the limits of which start at Horsetooth Road and end at Brixton Road, south of Harmony Road (the “Project Limits”); and

WHEREAS, the majority of Taft Hill Road within the Project Limits is a 2-lane road that experiences significant congestion and higher-than-expected rate of traffic accidents; and

WHEREAS, the Project will construct a 4-lane arterial stretch within the Project Limits; and

WHEREAS, the Project Limits are within unincorporated Larimer County but within the City’s Growth Management Area (“GMA”) and partnering with the County on the Project serves the interest of both the City and the County; and

WHEREAS, the City and County previously submitted a joint grant application for design, right-of-way acquisition and construction funding for the Project to the North Front Range Metropolitan Planning Organization (“NFRMPO”) and the City was awarded a federal Surface Transportation Block Grant (“STBG”) by the NFRMPO, to be administered by the Colorado Department of Transportation (“CDOT”); and

WHEREAS, the County has contributed Regional Transportation Capital Improvement Expansion Fees (“Regional TCEF”) previously collected by the City pursuant to City Code Section 7.5-8.0, et. seq. to be used as local matching funds for the STBG grant and overmatching funds for the Project; and

WHEREAS, by adoption of Resolution 2020-001 on January 7, 2020 City Council approved Intergovernmental Agreements, one with the Colorado Department of Transportation to receive the STBG grant funds for the Project (the “CDOT IGA”) and one with the County ("Taft Hill IGA") that set forth the use of the Regional TCEF for the Project and outlined the partnership the County and City would undertake to complete the Project; and

WHEREAS, the County has Regional TCEFs in the amount of a total project cost up to $1,545,975 for the Project; and

WHEREAS, the City is scheduled to receive STBG grant funds under the CDOT for the Project; and
WHEREAS, the City and County agreed to co-manage the Project as outlined in the Taft Hill IGA, with the City as the lead agency overseeing design and construction of the Project and the County as the lead agency in the acquisition of any right-of-way, securing easements, and all real estate closings, as well as timely providing the Request for Reimbursement Forms to the City; and

WHEREAS, Section 3(f) of the Taft Hill IGA provides that it may not be amended except by a written instrument signed by all parties; and

WHEREAS, the Parties desire to amend the Taft Hill IGA as set forth herein to change or further clarify each Party’s obligations with respect to the Project; specifically, with regards to the manner in which funds will be used and reimbursed between the Parties.

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

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

Section 2. That the Mayor is hereby authorized to sign, on behalf of the City, the First Amendment to November 5, 2019 Intergovernmental Agreement With Larimer County for Taft Hill Road Improvements – Horsetooth To Harmony Project in substantially the form attached hereto as Exhibit “A”, with such additional or modified terms and conditions as the City Manager, in consultation with the City Attorney determines to be necessary and appropriate to protect the interests of the City or effectuate the purposes of this Resolution.

Section 3. The City Council hereby delegates authority to the City Manager to approve and execute future amendments to this Taft Hill IGA that the City Manager determines, in consultation with the City Attorney, to be as necessary and appropriate to facilitate completion of the Project so long as such amendments do not increase the cost of the Project, substantially modify the purposes of the IGA or modify the allocation of funding for the Project as set forth in the CDOT IGA.

Passed and adopted at a regular meeting of the Council of the City of Fort Collins this 19th day of May, A.D. 2020.

__________________________
Mayor

ATTEST:

__________________________
City Clerk
THIS FIRST AMENDMENT TO NOVEMBER 5, 2019 “INTERGOVERNMENTAL AGREEMENT FOR TAFT HILL ROAD IMPROVEMENTS - HORSETOOTH TO HARMONY PROJECT” (“Agreement”) is made and effective this _____ day of ____________, 2020 by and between LARIMER COUNTY, COLORADO, a body politic organized under and existing by virtue of the laws of the State of Colorado (“County”) and THE CITY OF FORT COLLINS, COLORADO, a Colorado home rule municipal corporation (“City”), collectively (the “Parties”).

WHEREAS, the Parties entered into an “Intergovernmental Agreement for Taft Hill Road Improvements Horsetooth to Harmony Project” dated November 5, 2019, which improvements are referred to herein as the “Project”; and

WHEREAS, the City and County agreed to co-manage the Project. The City will be the lead agency for overseeing design and construction of the Project. The County will be the lead agency in the acquisition of any right-of-way, securing easements, and all real estate closings, in addition to timely providing the RRF’s to the City; and

WHEREAS, Section 3(f) of the Agreement provides the Agreement may not be amended except by a written instrument signed by all parties; and

WHEREAS, the Parties desire to amend the Agreement as set forth herein to change or further clarify each Party’s obligations with respect to the Project; and

WHEREAS, the City and County agree this First Amendment is in the best interest of both entities because it improves public infrastructure within the City’s Growth Management Area and will benefit both City and County residents.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Section 1 of the Agreement shall be and is hereby amended to read in its entirety as follows:

   1. City Obligations

      a. The City, with input from the project manager assigned from the County, will design, construct and give final approvals for the Project in accordance with the Scope of Work attached as Exhibit A. Design of the Project is currently expected to begin within the next several months. Construction of the Project is currently expected to begin either the end of 2021 or the beginning of 2022.
b. The County will be listed as a third-party beneficiary on all contracts and sufficient insurance will be required to indemnify the Parties.

c. On a recurring basis, the City will invoice the County for the Project in an amount not to exceed a cumulative total of $1,545,975.

d. The City will manage the STBG funds on the Project in accordance with the terms and conditions of the STBG funds.

e. The City will post and select from responders thereto, a Request for Proposal for a design and services group that may include a federally qualified acquisition agent ("Agent") approved by CDOT. The County shall have a representative on the selection team for this Agent.

f. The City will reimburse the County for property acquisition costs for the Project in accordance with Section 2(a)(ii) below.

g. Upon completion of the Project, the City and County will cooperate and coordinate to repair and maintain the roads to the applicable standards.

2. Section 2 of the Agreement shall be and is hereby amended to read in its entirety as follows:

2. County Obligations

a. The County will undertake property acquisition responsibilities for the Project.

i. The County may select an acquisition agent provided the selected Agent shall be federally qualified and approved by CDOT.

ii. The County will obtain prior written authorization from the City for property acquisition costs. The County will pay the up-front costs for property acquisitions and will submit sufficient documentation to the City to obtain reimbursement. The City will reimburse the County within thirty (30) days of receipt of such documentation. The City’s reimbursement will be in accordance with the terms and conditions of the STBG funds.

b. Any third-party agreement pertaining to property acquisition will list the City as a third-party beneficiary and will require sufficient insurance to indemnify the Parties.
c. The County will pay the invoices generated pursuant to Section 1(c) above within thirty (30) days of receipt.

d. The County will provide a project manager that will work with the City on the Project during the design, right-of-way property acquisitions, and construction.

3. Section 3 of the Agreement shall be and is hereby amended to add subsection (i) as follows:

3. Other Provisions

   i. The Parties agree that any task assigned to City staff per this Amended Agreement, even if also for the benefit of the County, is within the scope of the City Staff’s Employment and all provisions and protections of that employment shall remain in full force and effect.

4. Except as modified herein, all terms and provisions of the Agreement shall remain in full force and effect.

CITY OF FORT COLLINS, COLORADO

______________________________
Mayor, Wade Troxell

ATTEST:

______________________________
City Clerk

Approved as to Form:

______________________________
Assistant City Attorney

LARIMER COUNTY, COLORADO
Chair, Board of County Commissioners

ATTEST:

______________________________
Clerk

Approved as to Form:

______________________________
County Attorney
AGENDA ITEM SUMMARY
City Council

May 19, 2020

STAFF
Judge Kathleen M. Lane, Chief Judge
Jenny Lopez Filkins, Legal

SUBJECT
Resolution 2020-048 Reappointing Teresa Ablao as an Assistant Municipal Judge of the Fort Collins Municipal Court and Authorizing the Execution of an Employment Agreement.

EXECUTIVE SUMMARY
Consideration of this item is necessary at this time because the current appointment of Assistant Judge Ablao expires June 30, 2020, prior to the retirement of Chief Judge Lane.

The purpose of this item is to reappoint Teresa Ablao as the Assistant Municipal Judge for the Fort Collins Municipal Court. The City Charter provides for the appointment of Assistant Municipal Judges to serve in the absence of the Chief Judge. Teresa Ablao has served in this capacity since mid-2012. Chief Judge Kathleen M. Lane recommends that Ms. Ablao be reappointed as one of the Assistant Municipal Judges. Judge Ablao’s experience and familiarity with the Court will be a great resource for the new Chief Judge.

STAFF RECOMMENDATION
Staff recommends adoption of the Resolution.

BACKGROUND / DISCUSSION
This Resolution authorizes the Mayor to execute an employment agreement with Teresa Ablao, an attorney who is both reputable and qualified to be an Assistant Municipal Judge for Fort Collins Municipal Court. The current employment agreement with Teresa Ablao relating to her service as an Assistant Municipal Judge for Fort Collins expires on June 30, 2020. This Resolution reappoints Judge Ablao for an additional two-year term, beginning July 1, 2020, and authorizes the execution of a new employment agreement for that service.

CITY FINANCIAL IMPACTS
The proposed rate of pay of $100 per hour is an increase from the current rate of $75 per hour that Judge Ablao has been earning since starting in this position in mid-2012. The current rate is considerably below the rate Judge Ablao earns when serving in a similar capacity for other jurisdictions. Also, our Temporary Judge for civil cases is paid $100 per hour and the work is comparable. Given those factors, Chief Judge Lane recommends that Judge Ablao’s pay rate be increased to $100 per hour.

The Assistant Municipal Judge serves on an occasional basis and the expense is covered in the current Municipal Court budget.
RESOLUTION 2020-048
OF THE COUNCIL OF THE CITY OF FORT COLLINS
REAPPOINTING TERESA ABLAO AS AN ASSISTANT MUNICIPAL JUDGE
OF THE FORT COLLINS MUNICIPAL COURT AND
AUTHORIZING THE EXECUTION OF AN EMPLOYMENT AGREEMENT

WHEREAS, Article VII of the City Charter provides that the City Council shall appoint the judge or judges of the Municipal Court; and

WHEREAS, in 2012 the City Council appointed Teresa Ablao to serve in the absence of the Municipal Judge, initially as a Temporary Judge with a title change to Assistant Municipal Judge in September 2017; and

WHEREAS, the City Council has reappointed Teresa Ablao to that position every 2 years since then, most recently in 2018 for a term ending June 30, 2020; and

WHEREAS, the City Council recognizes that Teresa Ablao is a reputable and qualified attorney; and

WHEREAS, the City Council wishes to reappoint Teresa Ablao to serve in such capacity on the recommendation of and at the discretion of the Chief Judge.

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

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

Section 2. That Teresa Ablao is hereby reappointed Assistant Municipal Judge, for a term beginning July 1, 2020, and ending June 30, 2022, to serve as an Assistant Municipal Judge for the City as deemed necessary by the Chief Judge.

Section 3. That the compensation to be paid by the City to Judge Ablao for serving in this capacity shall be at the rate of One Hundred Dollars ($100) per hour.

Section 4. That the Mayor is hereby authorized to enter into an employment agreement in a form consistent with Exhibit “A” attached hereto and incorporated herein by this reference, for the period of July 1, 2020, through June 30, 2022, between the City and Teresa Ablao to effectuate the purposes of this Resolution.
Passed and adopted at a regular meeting of the Council of the City of Fort Collins this 19th day of May, A.D. 2020.

_______________________
Mayor

ATTEST:

_____________________________
City Clerk
EMPLOYMENT AGREEMENT

This agreement is made and entered into this 1st day of July, 2020, by and between the City of Fort Collins, hereinafter referred to as the “City” and Teresa Ablao, hereinafter referred to as the “Employee”, pursuant to the terms and conditions:

WHEREAS, the City wishes to employ the services of the Employee as Assistant Municipal Judge and the Employee wishes to provide her services to the City in that capacity; and

WHEREAS, pursuant to Resolution 2020-048, the City Council has approved of the appointment of Teresa Ablao as Assistant Municipal Judge and has authorized the Mayor to enter into an Employment Agreement; and

WHEREAS, the City and the Employee desire to provide for certain procedures, benefits, and requirements regarding the employment of the Employee by the City.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained, the City and the Employee do hereby agree to the following:

1. Scope of Services.

The City agrees to employ the Employee as Assistant Municipal Judge and the Employee agrees to perform all functions and duties as specified in the job description attached hereto as Exhibit “A” and incorporated herein by reference, and to perform such other duties as might be assigned.

2. Compensation.

Employee shall be compensated at the regular rate of One Hundred Dollars ($100.00) per hour, less deductions and withholdings required by law, or authorized by Personnel Policies and Procedures, or authorized by the Employee. The Court Administrator, in coordination with the Employee, shall maintain and submit to the City a time sheet showing all hours worked prior to any payment therefor. All payments shall be made within thirty (30) days of receipt of said time sheet. This position shall be considered exempt for the purposes of the Fair Labor Standards Act and applicable state laws; accordingly, the Employee shall not be eligible for overtime pay.

3. Terms of Employment

(a) The terms of this Agreement shall be from July 1, 2020, to and including June 30, 2022. Nothing contained in this Agreement shall preclude renegotiation of this Agreement prior to the expiration of its term.

(b) It is understood and agreed to by the Employee that upon termination of this Agreement, either under this paragraph or under the provisions of Paragraph 4 hereof, the Employee shall not be entitled to any amount of additional compensation, as severance pay or otherwise, other than as provided in Paragraphs 2 and 6 of this Agreement.
4. **Early Termination.**

(a) Either party may terminate this Agreement at any time with or without cause prior to the expiration of the term hereof by providing written notice of termination to the other party at least fifteen (15) calendar days prior to the date of early termination. The City may, at its discretion, provide the Employee with fifteen (15) calendar days’ compensation at her regular rate in lieu of such notice. Such notice shall be deemed effective upon personal delivery or as of the date of deposit into the United States mail, postage prepaid, addressed as follows:

To the Employee:
Teresa Ablao
Last known address on file with the Human Resources Department

To the City:
City of Fort Collins, Colorado
Chief Judge
P.O. Box 580
Fort Collins, CO 80522

(b) The City has appropriated funds in the current fiscal year to meet the obligations of this Agreement through the current fiscal year. This Agreement shall terminate at the end of the City’s current fiscal year if the City does not, prior to the end of the current fiscal year, appropriate funds for the subsequent fiscal year with which to meet its obligation under this Agreement in the subsequent fiscal year. The parties acknowledge that the City has made no promise to continue to appropriate funds beyond the current fiscal year.

5. **Insurance Coverage; Vacation, Holiday and Sick Leave**

The Employee shall not be entitled to the medical insurance plans, dental insurance plans, vision plan, life and accidental death and dismemberment insurance plans, long term disability plan, an Employee Assistance Program, retirement or deferred compensation plans, or any other group insurance plan or other benefits that may be offered to some City Employees. The Employee shall not be entitled to paid vacation time, paid holiday time, paid sick leave, paid short-term disability leave, or any other sort of paid leave as may be available to some other City employees.

6. **Applicability of Personnel and Respectful Workplace Policies**

(a) The Employee hereby acknowledges receipt of the City’s **Personnel Policies and Procedures** and the **Respectful Workplace Policy adopted by the City Council** and agrees that she shall comply with and be bound by all provisions that apply to contractual or appointed employees. The Employee acknowledges that the City may in its sole discretion amend, modify, supplement, rescind or otherwise change any and all policies and procedures in the **Personnel Policies and Procedures** and the **Respectful Workplace Policy** at any time.
(b) Although the City’s Personnel Policies and Procedures and Respectful Workplace Policy contain examples of types of disciplinary action including dismissal and examples of misconduct, it is understood and agreed by the Employee that the City is not required to take any disciplinary action whatsoever or follow any sort of disciplinary procedures prior to terminating this Agreement pursuant to paragraphs 3 and 4 above. In the event the City, in its sole discretion, decides to undertake disciplinary action, the City may discontinue such action at any time and at no time waives its right to terminate this Agreement pursuant to paragraphs 3 and 4 above.

(c) In the event that any applicable personnel policies set forth in the City’s Personnel Policies and Procedures or the Respectful Workplace Policy are inconsistent or conflict with the terms of this Agreement, then terms of this Agreement shall be controlling.

7. Proprietary Rights

(a) The Employee will disclose to the City promptly all improvements, discoveries, ideas, inventions, and information pertinent to the operation or functions of the City which the Employee may develop either individually or in conjunction with others, or of which existence the Employee may otherwise learn during the period of employment by the City.

(b) The Employee agrees that all products which she may develop during the Employee’s employment, whether individually or in conjunction with others, and all intermediate and partial versions thereof, as well as all materials, flow charts, notes, outlines and the like created in connection therewith (collectively referred to as “Work Product”), and any formulae, processes, logarithms, ideas and other information not generally known to the public, whether or not protected by copyright, and developed or generated by the Employee in the course of the Employee’s employment hereunder, shall be the sole property of the City upon their creation or, in the case of copyrightable works, fixation in a tangible medium of expression.

(c) The Employee hereby assigns to the City the sole and exclusive right, title and interest in and to all Work Product, and all copies of such Work Product, without further consideration. The Employee further acknowledges that the City shall retain ownership of and the right to reproduce, market, license, or otherwise distribute any program or material produced by the Employee under the terms of this Agreement.

8. Entire Agreement.

This Agreement constitutes the entire agreement between the parties concerning the rights granted herein and the obligations assumed herein. Any oral representation or oral modification concerning this Agreement shall be of no force or effect. Although the personnel policies set forth in the City’s Personnel Policies and Procedures and Respectful Workplace Policy may be amended, modified, supplemented or rescinded at any time at the sole discretion of the City, the terms of this Agreement can be modified only by a writing signed by the parties hereto. It is further understood and agreed by the Employee that no representation, promise or other agreement not
expressly contained herein has been made to induce the execution of this Agreement, and that the terms of this Agreement are contractual and not merely recitals.

9. **Enforcement of Agreement; Attorneys’ Fees and Costs**

   If any action is brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys’ fees and costs in addition to any other relief to which it or she is entitled.

10. **Severability.**

    Should any provision, part of term of this Agreement be declared or determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, then the legality, validity and enforceability of the remaining parts, terms and provisions should not be affected thereby and said illegal, invalid or unenforceable part, provision or term shall be deemed not to be part of this Agreement.

11. **Binding Effect.**

    This Agreement shall be binding upon the parties hereto and the heirs, successors and assigns of each respectively. The City and the Employee freely and voluntarily enter into this Agreement and have executed this Agreement having first read the same and intending to be bound.

    *[Signatures on following page.]*
CITY OF FORT COLLINS, COLORADO, a municipal corporation

By: ________________________________  _____________________________
Wade O. Troxell, Mayor

EMPLOYEE

_____________________________
Teresa Ablao, Esq.

APPROVED:

_____________________________
Chief Human Resources Officer

ATTEST:

_____________________________
City Clerk

(APRINT name)

APPROVED AS TO FORM:

_____________________________
Senior Assistant Senior Attorney

(APRINT name)

APPROVED:

_____________________________
Chief Judge Kathleen Lane
EXHIBIT A
JOB DESCRIPTION FOR THE ASSISTANT MUNICIPAL JUDGE

The Assistant Municipal Judge shall handle arraignment sessions and trial sessions of the Fort Collins Municipal Court on the dates and times agreed upon with the Chief Judge. During arraignment sessions (including video advisements of prisoners held at the Larimer County Jail), the Assistant Municipal Judge shall give the advisements (or ensure that written advisements have been reviewed and signed by defendants), accept pleas of “guilty” and “no contest,” and process paperwork as requested by the Chief Judge or Court Administrator. During trial sessions, the Assistant Municipal Judge shall conduct the trials in accordance with the laws and procedures applicable to the Court.
AGENDA ITEM SUMMARY
City Council
May 19, 2020

STAFF
Cameron Gloss, Planning Manager
Tom Leeson, Director, Comm Dev & Neighborhood Svrs
Brad Yatabe, Legal

SUBJECT
Public Hearing and Second Reading of Ordinance No. 138, 2019, Amending the Zoning Map of the City of Fort Collins by Changing the Zoning Classification for that Certain Property Known as the Hughes Stadium Site Rezoning and Approving Corresponding Changes to the Residential Neighborhood Sign District Map.

EXECUTIVE SUMMARY
This item meets the following COVID-19 emergency priorities for being on the Council agenda:

- Priority 3 - Second Reading Ordinances.
- Priority 4 - Items that are substantially complete, have completed significant public process, and are ready for Council consideration. These items are being brought forward to help ensure that work does not have to be redone and can continue to move forward.

This Ordinance, adopted on First Reading on November 5, 2019, by a vote of 4-3 (Nays: Cunniff, Gutowsky, Pignataro), rezones 164.55 acres located on the west side of Overland Trail and north of CR32, with one condition, and to place the property into the Residential Sign District. Council initiated the rezoning on July 16, 2019 and directed staff to prepare a rezoning application and make a recommendation regarding the appropriate zoning. The site is currently zoned Transition (T) and staff recommends placement into the Residential Foothills (RF) and Low-Density Mixed-Use Neighborhood (LMN) zone districts. A recommended condition of the rezone requires that future development in the portion zoned Residential Foothills district meet the requirements of a Cluster Plan pursuant to Land Use Code Section 4.3(E)(2). The request places the property into the Residential Sign District. The Planning and Zoning Board on a 4-2 vote recommended that Council not adopt the staff-proposed zoning and instead zone the property entirely Residential Foothills.

Second Reading hearing procedure:
1. Announcement of item
2. Consideration of any procedural issues
3. Additional City staff presentation, if any, regarding the rezoning application
4. Additional property owner presentation, if any, regarding the rezoning application
5. Public testimony
6. City staff and property owner rebuttal testimony
7. Councilmember questions of staff, the property owner, and members of the public that provided comments
8. Council decision

Any member of the public, including the property owner of the property being considered for rezoning, who wishes to provide materials to Council for consideration in relation to this item must provide such information to the City Clerk no later than noon on May 19 as required pursuant to Section 3.g.(2) of the Amended Rules of Procedure Governing the Conduct of City Council Meetings and Council Work Sessions.
STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

BACKGROUND / DISCUSSION

The zoning ordinance for the Hughes Stadium Site Rezoning was adopted on First Reading by Council on November 5, 2019 (4-3 vote). Second Reading was initially scheduled for November 19, 2019. Due to delays to complete review of multiple ethics complaints and comply with physical distancing requirements due to the COVID-19 local emergency, Second Reading has been postponed several times. City Council approved a hybrid approach for community engagement for the rezoning request that allows both in-person and Remote Technology at the Second Reading on May 19, 2020.

<table>
<thead>
<tr>
<th>Date</th>
<th>Council Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 16</td>
<td>Council directs staff to initiate rezoning process</td>
</tr>
<tr>
<td>September 19</td>
<td>Planning and Zoning Board Hearing (recommendation to Council)</td>
</tr>
<tr>
<td>November 14</td>
<td>Ethics complaints filed</td>
</tr>
<tr>
<td>November 19</td>
<td>Second Reading scheduled for Council consideration; postponed to January 21 to address ethics complaints</td>
</tr>
<tr>
<td>December 16</td>
<td>Ethics Review Board meeting</td>
</tr>
<tr>
<td>January 21</td>
<td>New ethics complaints filed</td>
</tr>
<tr>
<td>January 21</td>
<td>Second Reading postponed to March 17 to address ethics complaints</td>
</tr>
<tr>
<td>March 6</td>
<td>Ethics Review Board meeting</td>
</tr>
<tr>
<td>March 17</td>
<td>Meeting canceled due to lack of quorum; postponed to March 31</td>
</tr>
<tr>
<td>March 31</td>
<td>Second Reading postponed to April 21 due to remote meeting limitations</td>
</tr>
<tr>
<td>April 21</td>
<td>Second Reading postponed to May 19 due to remote meeting limitations</td>
</tr>
<tr>
<td>May 5</td>
<td>Council approves exception for Remote Hearing of Hughes Rezoning</td>
</tr>
</tbody>
</table>

Since November 5, 2019, staff has received relatively few additional public comments and questions. Citizen inquiries have focused on four main areas:

1. Clarification on the residential and non-residential uses, and density and range of housing types, permitted under the proposed RF and LMN zone districts
2. A request for the City to purchase the site for affordable housing
3. Clarification that the City of Fort Collins will continue to be the water service provider to the property.
4. A request for future uses to includes those associated with Colorado State University or other public or quasi-public entities.

ATTACHMENTS

1. First Reading Agenda Item Summary, November 5, 2019 (w/o attachments) (PDF)
2. Public Comments received November 6, 2019 through March 10, 2020 (PDF)
3. Public Comments received March 11 through March 25, 2020 (PDF)
4. Public Comments Received March 26 and April 15, 2020 (PDF)
5. Public Comment Received April 16 through May 13, 2020 (PDF)
6. Powerpoint Presentation (PDF)
7. Ordinance No. 138, 2019 (PDF)
AGENDA ITEM SUMMARY

City Council

November 5, 2019

STAFF

Cameron Gloss, Planning Manager
Tom Leeson, Director, Comm Dev & Neighborhood Svrs
Brad Yatabe, Legal

SUBJECT

First Reading of Ordinance No. 138, 2019, Amending the Zoning Map of the City of Fort Collins by Changing the Zoning Classification for that Certain Property Known as the Hughes Stadium Site Rezoning and Approving Corresponding Changes to the Residential Neighborhood Sign District Map.

EXECUTIVE SUMMARY

The purpose of this item is to rezone 164.55 acres located on the west side of Overland Trail and north of CR32 (parcel # 9720100913) with one condition and to place the property into the Residential Sign District. City Council initiated the rezoning on July 16, 2019 and directed City staff to prepare a rezoning application and make a recommendation regarding the appropriate zoning. The site is currently zoned Transition (T) and staff recommends placement into the Residential Foothills (RF) and Low-Density Mixed-Use Neighborhood (LMN) zone districts. A recommended condition of the rezone requires that future development in the portion zoned Residential Foothills district meet the requirements of a Cluster Plan pursuant to Land Use Code Section 4.3(E)(2). The request places the property into the Residential Sign District. The Planning and Zoning Board on a 4-2 vote recommended that City Council not adopt the staff proposed zoning and instead zone the property entirely Residential Foothills.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

I. Site History

The subject property was annexed into the City of Fort Collins with City Council approval of the Hughes Stadium Site Annexation Ordinance 123, 2018, on October 16, 2018. The property was placed into the Transition (T) zone district.

The Hughes property was previously a federally owned parcel that was gifted to the Colorado Board of Agriculture in September 1957 almost 10 years after the Horsetooth Reservoir construction started. The Reservoir was completed in 1949, with the first water storage in Horsetooth Reservoir in January 1951. The BLM first transferred the property to the Department of Health, Education and Welfare and ownership was then transferred to the Board of Agriculture. Other than a gravel pit fronting on Overland Trail that provided extracted materials for the Horsetooth Reservoir construction, and dry land farming on the northernmost twenty acres, the site remained vacant and in an unaltered state until the 1960s.

Hughes Stadium, and a large parking lot covering much of the site, was constructed in 1967 and opened in 1968. In addition to football games, the stadium hosted music concerts, rodeos, Ag Days, and other public events.
regional stormwater detention pond of approximately 27 acres was constructed in 1997 on the east/southeast portion of the site within the rodeo grounds that covered the previously mined area. The detention pond was constructed as a result of the historic flood event and designed to accommodate stormwater flows originating from the site as well as parcels to the north and northwest. In 2011, an 18-hole disc golf course was developed by the City in conjunction with CSU within the detention pond area.

CSU closed Hughes Stadium before the 2017-2018 school year, after completion of the on-campus Canvas Stadium. Site demolition and construction materials recycling and disposal was completed April - November 2018. The former stadium foundation remains about 10 feet below the ground surface.

### 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>POL (Public Open Lands); County FA-1 - Farming</td>
<td>Medium Density Mixed-Use Neighborhood (MMN); County FA-1 - Farming</td>
<td>POL (Public Open Lands); County FA-1 - Farming</td>
</tr>
<tr>
<td>Land Use</td>
<td>Single and multi-family residential (Westgate); single-family residential; pasture</td>
<td>Pineridge Natural Area; single family house.</td>
<td>Maxwell Natural Area; vacant (owned by US Bureau of Reclamation)</td>
</tr>
</tbody>
</table>

### History of Long-Range Plans Pertaining to the Site

Designation of the Hughes Stadium site as an area slated for urban growth has changed substantially over the last 50 plus years:

- **1967**-The first “modern” comprehensive plan, “The Plan for Progress” was adopted. The Plan recommended that an expressway be constructed west of Overland Trail connecting the “LaPorte area southerly to the west border of Loveland”. The “CSU Stadium” was noted on the Plan and Light Industrial land uses were recommended north of the Stadium along the west side of Overland Trail.
- **1974**-The City’s first Open Space Plan, and also the first element of a new Comprehensive Plan, was adopted. This Plan provided the initial strategy for acquiring and preserving land for open space (eventually becoming the Natural Areas program). The Open Space Plan recommended acquisition of land areas within the foothills designated for geologic hazard, all of which are located at elevations higher than the Hughes site. (Attachment 1)
- **1979**-Urban Service Area Study; City Council adopted the Land Use Policies Plan and included this land use element in the Intergovernmental Agreement for the Fort Collins Urban Growth Area (UGA) adopted the following year. Properties west of Overland Trail, except for the Miller Property abutting the Hughes Stadium site to the north, were excluded from the UGA at that time.
- **1982**-Foothills Area Study: Five privately held parcels west of Overland Trail were surveyed, four of which were recommended for inclusion in the UGA and changed in designation from Rural to the Rural Non-Farm designation and the maximum residential density increased from 1 unit per 35 acres to 1 unit per 2.29 acres.

The study established the following guidelines (suggested) and standards (required) for the foothills area:

1. Public water and sewer utilities will be required. (standard)
2. Structures should be placed below the 5,200’ elevation line in order to avoid physical constraints and ridgelines, and to facilitate water service.
3. Underground utilities will be required. (standard)
4. Development should be designed to conform to the terrain of the area.
5. Design should demonstrate a concern for the view of the foothills as well as from the foothills.
6. Design should take into account the unique micro-climate of the area, particularly high winds.
7. Design should consider wildlife habitat.

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*Item # 12 Page 2*
8. Design should address compatibility with existing and planned uses on adjacent public and private lands.

- 1986-Urban Growth Area (UGA) amendment west of Overland Trail, adding 1,360 acres along the Foothills and creation of a new Residential Foothills (RF) zone district allowing either a standard subdivision of 1 dwelling unit per 2.29 acres or a “Cluster Development Plan with a gross density of 1 dwelling unit per acre. No structure could extend above the 5,250-foot elevation under the RF district.

- 1992-Natural Areas Policy Plan adopted that built upon the Open Space Plan and Foothills Area Study and was an ‘element’ of the Comprehensive Plan. Maps contained within the Plan do not include the Hughes Stadium site as part of the foothills resource area.

- 1997-First version of a new Comprehensive Plan, known as “City Plan,” adopted. The original City Plan provided a fundamental shift in the community’s land use planning strategy, one that required the mixing of residential densities and uses within newly developing areas. New land use designations shown on a Structure Plan map were the Low-Density Mixed-Use Neighborhood and the Medium Density Mixed-Use Neighborhood. The Hughes Stadium site was located outside of the Growth Management Area (renamed from the previous Urban Growth Area).
  - The RF zone district was carried forward into City Plan recognizing the previous analysis and policy direction of the Foothills Area Study.
  - The Master Street Plan amended to remove the roadway extension of Overland Trail between Drake and Harmony Roads.

- 2011-City Plan updated along with a parallel effort to update the Transportation Master Plan. Hughes Stadium site identified as an “area for future GMA expansion”.

II. Applicable Development Standards

Division 2.9 - Amendment of Zoning Map

<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>2.9.2 - Applicability</td>
<td>Only the Council may, after recommendation of the Planning and Zoning Board, adopt an ordinance amending the Zoning Map in accordance with the provisions of Division 2.9.</td>
<td>Complies</td>
</tr>
<tr>
<td>2.9.3 - Initiation</td>
<td>An amendment to the Zoning Map may be proposed by the Council, the Planning and Zoning Board, the Director or the owners of the property to be rezoned. On July 16, 2019, City Council initiated the rezoning of the former Hughes Stadium site.</td>
<td>Complies</td>
</tr>
<tr>
<td>2.9.4 - Text and Map Amendment Review Procedures</td>
<td>In order to approve a proposed rezoning of 640 acres of land or less (quasi-judicial) the decision maker must find that it satisfies the following criteria: The proposed amendment is: (a) consistent with the City Comprehensive Plan (City Plan); and/or (b) warranted by changed conditions within the neighborhood surrounding and including the subject property. The Planning and Zoning Board and City Council may consider the following additional factors: (a) whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land, and is the appropriate zone district for the land; (b) whether and the extent to which the proposed amendment would result in significantly adverse impacts on the natural environment, including, but not limited to, water, air, noise, stormwater management, wildlife, vegetation, wetlands and natural functioning of the environment; (c) whether and the extent to which the proposed amendment would result in a logical and orderly development pattern.</td>
<td>Complies</td>
</tr>
</tbody>
</table>
III. Rezoning Procedural Overview

1. Neighborhood Meeting (August 8, 2019)
   If a quasi-judicial map amendment is the subject of a known controversy, a neighborhood meeting may be
   conducted prior to submittal of a formal development application. Staff convened a neighborhood meeting
   in accordance with the Land Use Code on August 8, 2019.

2. Application Submittal
   A formal rezoning application was submitted by City staff on August 23, 2019. Staff performed one round of
   review through applicable City Departments and referral agencies.

3. Review of Applications
   All City staff involved in the development review process reviewed the application.

4. Notice (Posted, Written and Published)
   Posted Notice (REZ190001): March 22, 2019, Sign # 431
   Written notice: September 5, 2019, 8,400 letters sent to both owners and renters.
   Published Notice: Sept 8, 2019

5. Planning and Zoning Board Public Hearing
   The Planning and Zoning Board conducted a public hearing on September 19, 2019, and made a formal
   recommendation to City Council. In making its recommendation on a quasi-judicial rezoning, the Planning
   and Zoning Board must make the following mandatory findings that the proposed amendment is:
   (a) consistent with the City’s Comprehensive Plan; and/or
   (b) warranted by changed conditions within the neighborhood surrounding and including the subject
   property.
   Further, the Board may consider the following factors:
   (a) whether and the extent to which the proposed amendment is compatible with existing and
   proposed uses surrounding the subject land and is the appropriate zone district for the land;
   (b) whether and the extent to which the proposed amendment would result in significantly adverse
   impacts on the natural environment, including, but not limited to, water, air, noise, stormwater
   management, wildlife, vegetation, wetlands and the natural functioning of the environment;
   (c) whether and the extent to which the proposed amendment would result in a logical and orderly
   development pattern

6. City Council Public Hearing
   The City Council will conduct a public hearing and decide on the proposed rezoning based on the quasi-
   judicial rezoning review criteria.

IV. City Plan (Comprehensive Plan) Background

City Plan provides the primary adopted plan and policy document applied to rezoning applications. This section
summarizes the relevant policies applicable to the rezoning and the ‘place types’ depicted on the recently revised
Structure Plan Map. As necessary, this staff report includes analyses related to City Plan.

In April 2019, City Council adopted a revised City Plan that repealed and replaced the 2011 version.

A. City Plan Outcome Areas

The 2019 City Plan is organized based on seven outcome areas that form the basis of the City’s Budgeting for
Outcomes (BFO) process. These outcome areas are:

1. Neighborhood Livability and Social Health
2. Culture and Recreation
3. Economic Health
4. Environmental Health
5. Safe Community
6. Transportation
7. High Performing Community
Three core values guide the vision for City Plan: livability, community, and sustainability. Each outcome area has a series of statements indicating how the principles and policies of each outcome area align with the core values. Action plans accompany each outcome area to ensure implementation of City Plan. The applicable vision statements are:

1. **Neighborhood Livability and Social Health**
   - Encouraging a welcoming, equitable community that celebrates diversity
   - Requiring adequate public facilities and infrastructure to serve existing development and new growth
   - Maintaining our unique character and sense of place
   - Encouraging the development of quality and affordable housing options for residents of all income levels
   - Managing where and how the city grows in the future
   - Reducing the impacts of our built environment on the natural environment
   - Providing residents with opportunities to live healthy, safe, and active lifestyles
   - Preserving historic resources and character-defining features that make Fort Collins unique
   - Promoting the use of sustainable-building and site-design techniques
   - Creating a distinctive and attractive community that is appealing to workers, visitors, and residents

2. **Culture and Recreation**
   - Increasing access to arts, culture and recreation opportunities for all residents and visitors
   - Encouraging a welcoming, equitable community that celebrates diversity

3. **Economic Health**
   - Reducing identified barriers of workforce attraction and retention, including access and affordability of housing and childcare
   - Economic Health
   - Providing access to natural areas and environmentally sensitive community separators to create opportunities to experience nature
   - Protecting, enhancing and restoring ecosystems in both urban and natural contexts
   - Providing affordable and equitable access to nature and the environment
   - Protecting and improving the quality of our air, water and night skies

4. **Safe Community**
   - Using ecosystem services and other natural functions of the environment to enhance our safety and help protect us from natural hazards
   - Mitigating risks posed by natural hazards to businesses and property
   - Encouraging healthy living through active transportation and physical activity
   - Guiding development away from high-risk areas

5. **Transportation**
   - Adapting to changes in technology, demographics and mobility-as-a-service with new transportation modes and partnerships
   - Identifying the types of transit services that can grow and leverage changing transportation technologies, while still providing access to a broad section of the community to critical transit services
   - Integrating land use and transportation planning and investments
   - Providing a safe, convenient and connected transportation network for all modes
   - Building an equitable bicycle and pedestrian network to serve residents of all ages and abilities
   - Designing the City’s transportation facilities and network to be reliable, affordable, efficient, connected and comfortable

6. **High Performing Community**
Agenda Item 12

- Ensuring that all members of the community are involved in decision making
- Maintaining efficient and effective local government processes that reduce barriers to innovation and economic development
- Using a triple bottom line that incorporates equity and considers the social, economic and environmental impacts of decisions.

B. Trends and Forces Report

A report was prepared during the first phase of the City Plan Update that highlighted major trends and key issues facing the community. This Trends and Forces Report highlighted those choices and trade-offs that needed to be explored in light of both trends and existing conditions.

Of these trends, one of the major areas of focus for the City Plan update was the challenges that Fort Collins faces in the provision of housing.

- Since 2000, Fort Collins and Larimer County have produced more jobs than housing units, and the jobs-housing imbalance has recently accelerated. At the same time, rents and home prices in Fort Collins have been increasing faster than wages.
- The demographic composition of Fort Collins is changing dramatically. The population is aging (particularly those over the age of 65) and will represent a larger percentage of the City's population in the future. However, younger adults are also moving to Fort Collins in increasing numbers, attracted by employment opportunities and quality of life. This trend is expected to continue. As a result, the composition of demand for housing in Fort Collins will undoubtedly shift. Some of these shifts are being driven by younger residents who prefer different housing options and from older residents who no longer have the desire and/or ability to maintain their single-family home.
- The difficulty providing additional housing to meet our needs is increasingly constrained by a limited supply of vacant land.
- Based on current trends, our supply of vacant land will be exhausted by 2040.
- Unlike the Hughes property, most of the vacant land in the GMA is not served by City sewer and water utilities. This dynamic could impact the availability, timing, and pricing of future development.

This need for additional housing and a greater range of housing choice has become a growing community concern over the last decade given changes to the jobs-housing balance and demographics. Public engagement during the City Plan Update, which included the participation of nearly 4,000 members, consistently showed housing availability and affordability as the top-cited community challenge. This has also been borne out in results of recent Community Surveys where citizens have rated our housing affordability lower than national and Front Range benchmarks.

C. Structure Plan Map

The Structure Plan Map in City Plan provides a framework for the ultimate buildout of Fort Collins. It focuses on the physical form and development pattern of the community, illustrating areas where new greenfield development, infill, and redevelopment is likely to occur, as well as the types of land uses and intensities to encourage. The Structure Plan:

- Guides future growth and reinvestment and serves as official Land Use Plan for the City;
- Informs planning for infrastructure and services;
- Fosters coordinated land use and transportation decisions within the city and region; and
- Helps implement principles and policies.

The Growth Management Boundary (GMA) was expanded during the 2019 Update to include the Hughes Stadium site because of City Plan conclusions provided in 2011 and for the need of additional housing described in the Trends and Forces Report. The revised GMA boundary is reflected on the Structure Plan Map.
One of the most significant changes to the 2019 City Plan from the 2011 version is the use of “place types” on the Structure Plan Map to describe future development character rather than land use districts. “Place type” descriptions provide a set of visual and narrative criteria to describe the look, feel, and general character of a part of the community. Thirteen (13) place types, describing three types of neighborhoods, eight districts, and two open lands categories are depicted on the Structure Plan.

Two place types are designated on the Hughes Stadium site: Suburban Neighborhood on the west half and Mixed-Use Neighborhood on the east half which are generally described below.

1. **Suburban Neighborhood Place Type**

   **Density**
   Between 2 and 5 principal dwelling units per acre

   **Principal Land Use**
   Single-family detached homes

   **Supporting Land Use**
   Parks and recreational facilities, schools, places of worship, accessory dwelling units in some locations (where permitted by underlying zoning)

   **Key Characteristics/Considerations**
   Comprised of predominantly single-family detached homes
   
   Neighborhood Centers may serve as focal points within Single-family Neighborhoods (see Neighborhood Mixed-Use District)
   
   Amenities and infrastructure encourage walking and biking, but transit service is typically more limited

   **Typical Types of Transit:**
   Limited local bus service with frequencies of approximately every 60 minutes; some locations may also be served by flex services

2. **Mixed Neighborhood Place Type**

   **Density**
   Between 5 and 20 principal dwelling units per acre (typically equates to an average of 7 to 12 dwelling units per acre)

   **Principal Land Use**
   Single-family detached homes, duplexes, triplexes and townhomes

   **Supporting Land Use**
   Accessory dwelling units, small-scale multi-family buildings, small-scale retail, restaurants/cafes, community and public facilities, parks and recreational facilities, schools, places of worship

   **Key Characteristics/Considerations (New Neighborhoods)**
   Provide opportunities for a variety of attached and detached housing options and amenities in a compact neighborhood setting; some neighborhoods also include (or have direct access to) small-scale retail and other supporting services

   Neighborhood Centers should serve as focal points within Mixed-Neighborhoods (see Neighborhood Mixed-Use District)

   Typically located within walking/biking distance of services and amenities, as well as high frequency transit

   Mixed-Neighborhoods built in a greenfield context should include a mix of housing options (lot size, type, price range, etc.).
   
   Where townhomes or multi-family buildings are proposed in an existing neighborhood context, a transition in building height, massing, and form should be provided 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.

   **Typical Types of Transit**
   In areas on the lower end of the density range, service will be similar to Single-Family Neighborhoods; as densities approach 20 dwelling units per acre, fixed-route service at frequencies of between 30-60 minutes

D. **Use of the Structure Plan in a Rezoning Evaluation**

City Plan sets specific direction on how the Structure Plan is to be used when evaluating a rezoning:
“How to Use the Structure Plan

The Structure Plan establishes a broad vision for future land uses in Fort Collins. In most cases, land use categories generally follow existing parcel lines, roadways, and other geographic boundaries. If the place type boundary shown on the Structure Plan map does not follow an existing parcel line, the actual delineation of place types will be established at the time of a proposed rezoning and development submittal.

Underlying zoning was reviewed and considered as updates to the Structure Plan were made to ensure that consistency between planned land uses and zoning could be maintained to the maximum extent feasible. However, in some instances, place type categories do differ from underlying zoning, as was necessary to meet the broader objectives of the Plan. To fully achieve the Plan’s objectives, rezoning may be required when some properties develop or redevelop in the future.

Future zone changes should generally adhere to the place type boundaries depicted in the Structure Plan, but flexibility in interpretation of the boundary may be granted provided the proposed change is consistent with the principles, goals, and policies contained in this Plan. Density ranges outlined for each place type category are based on gross acreage and are intended to address overall densities for a particular area rather than for individual parcels.

The Structure Plan is not intended to be used as a standalone tool; rather, it should be considered in conjunction with the Transportation Plan, and the accompanying principles, goals, and policies contained in this Plan”.

E. City Plan Principles and Policies

The rezoning application must also be evaluated based upon the principles and policies found in City Plan. The most applicable principle and policies highlighted below reflect expressed community values related to open land preservation, support for natural ecosystems, the efficient use of urban land and the need to supply housing to meet both immediate and future needs.

Principle ENV 1: Conserve, create and enhance ecosystems and natural spaces within Fort Collins, the GMA and the region.

POLICY ENV 1.1 - PUBLICLY CONTROLLED OPEN LANDS

Maintain a system of publicly controlled natural areas to maintain the integrity of wildlife habitat and conservation sites, protect corridors between natural areas, conserve outstanding examples of Fort Collins’ diverse natural heritage, and provide a broad range of opportunities for educational, interpretive and recreational programs to meet community needs.

POLICY ENV 1.2 - LAND CONSERVATION AND STEWARDSHIP

Continue to acquire, manage, maintain and enhance public open lands and natural areas in accordance with the City’s Natural Areas Master Plan to ensure the protection of plants and animals in need of conservation and their associated ecosystems; support biodiversity; control the invasion and spread of non-native plants; improve aesthetics; and provide opportunities for appropriate public use.
POLICY ENV 1.3 - NATURE IN THE CITY

- Conserve, protect and enhance natural resources and high-value biological resources throughout the GMA by:
  - Directing development away from natural features to the maximum extent feasible;
  - Identifying opportunities to integrate or reintroduce natural systems as part of the built environment to improve habitat in urbanized areas and expand residents’ access to nature;
  - Utilizing green infrastructure to manage stormwater and increase greenspace in public rights-of-way and as part of public and private development; and
  - Supporting the use of a broad range of native landscaping that enhances plant and animal diversity.

POLICY ENV 1.6 - WILDLIFE CORRIDORS

Conserve and enhance wildlife movement corridors through a network of public open lands and natural habitat buffers along natural features such as streams and drainageways.

Policy LIV 1.6 - ADEQUATE PUBLIC FACILITIES

Utilize the provision of public facilities and services to direct development to desired location, in accordance with the following criteria:

- Direct development to locations where it can be adequately served by critical public facilities and services such as water, sewer, police, transportation, schools, fire, stormwater management and parks, in accordance with adopted levels of service for public facilities and services.

Principle LIV 5: Create more opportunities for housing choices.

Policy LIV 5.1 - HOUSING OPTIONS

To enhance community health and livability, encourage a variety of housing types and densities, including mixed-used developments that are well served by public transportation and close to employment centers, shopping, services and amenities.

Policy LIV 5.2 - SUPPLY OF ATTAINABLE HOUSING

Encourage public and private sectors to maintain and develop a diverse range of housing options, including housing that is attainable (30% or less of monthly income) to residents earning the median income. Options could include ADUs, duplexes, townhomes, mobile homes, manufactured housing and other “missing middle” housing types.

Policy LIV 5.3 - LAND FOR RESIDENTIAL DEVELOPMENT

Use density requirements to maximize the use of land for residential development to positively influence housing supply and expand housing choice.

V. ZONING SCENARIOS

Based on the two “place types” described in City Plan, as well as the site context and evaluation of public comments received through the community engagement process, five prospective zoning districts were considered: Residential Foothills (RF), Urban Estate (UE), Low-Density Mixed-Use Neighborhood (LMN), Medium-Density Mixed-Use Neighborhood (MMN) and Public Open Lands (POL). Five options were developed that combined these first four districts as ‘scenarios’ that were included in the public evaluation. The Public Open Lands district was not brought forward as this district is limited to publicly owned property.

The five scenarios are reflected in Attachment 7.
1. RF zoning on western half and LMN zoning on eastern half, with a requirement that the RF-zoned area meet the standards for a “cluster plan”.
2. RF zoning on western half and MMN zoning on eastern half, with a requirement that the RF-zoned area meet the standards for a “cluster plan”.
3. UE zoning on western half and MMN zoning on eastern half, with a requirement that the UE-zoned area meet the standards for a “cluster plan”.
4. UE zoning on western half and LMN zoning on eastern half, with a requirement that the UE-zoned area meet the standards for a “cluster plan”.
5. UE zoning on western half and a mix of MMN and LMN zoning on eastern half, with a requirement that the UE-zoned area meet the standards for a “cluster plan”.

Article 4 of the Land Use Code provides use and development standards pertaining to various zone district and the review process applicable to each use type. Allowed uses are as follows:

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Residential Foothills (RF)</th>
<th>Urban Estate (UE)</th>
<th>Low-Density Mixed-Use Neighborhood (LMN)</th>
<th>Medium-Density Mixed-Use Neighborhood (MMN)</th>
<th>Public Open Lands (POL)</th>
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<tbody>
<tr>
<td>Accessory buildings</td>
<td>BDR</td>
<td>BDR</td>
<td>BDR</td>
<td>BDR</td>
<td>BDR</td>
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<td>Accessory uses</td>
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<td>Farm animals</td>
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<td>Wireless Telecommunication Equipment</td>
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<td>Group homes with More than 8 occupants</td>
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<td>Extra Occupancy Rentals &gt;4 tenants</td>
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<td>Type 2</td>
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## Agenda Item 12

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Residential Foothills (RF)</th>
<th>Urban Estate (UE)</th>
<th>Low-Density Mixed-Use Neighborhood (LMN)</th>
<th>Medium-Density Mixed-Use Neighborhood (MMN)</th>
<th>Public Open Lands (POL)</th>
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<tbody>
<tr>
<td>Places of worship or assembly</td>
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<td>Restaurant, limited Mixed-use</td>
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<td>Golf courses</td>
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<td>Bed and Breakfast 6 or fewer beds</td>
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<td>Plant nurseries &amp; greenhouses</td>
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<td>Farmer's Market if in a park or central feature</td>
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<td>Large/farm animal Boarding</td>
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<td>Adult day/respite Care</td>
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<td>Accessory buildings/ uses &gt;2,500 sq. ft.</td>
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<td>Neighborhood Center With at least 2 Commercial/service uses</td>
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<td>Personal/business service shops</td>
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<td>Offices, financial Services, clinics</td>
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<td>Small and medium-Scale solar energy systems</td>
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<td>Resource recovery</td>
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</table>

All uses that are not expressly allowed as permitted uses above are prohibited.

Staff recommends Option 1 that provides the combination of the RF (conditioned upon the requirement for a cluster development plan) and LMN zone districts. Clustering on the RF portion of the site will provide more habitat for wildlife corridors along the foothills, require less new utility and street infrastructure, and better maintain a more ‘open’ character. Common open space areas could be sited to contribute to a larger network of green spaces adjacent the site. Further, the LMN portions of the site provide an opportunity to create a new neighborhood that provides a wide variety of housing choices that are fully integrated into the surrounding community. The LMN district has the capacity to provide a small neighborhood center that provides a focal point for residents and services benefitting the surrounding area.

### Residential Foothills (RF) District

The Residential Foothills zone district predates the original City Plan and Land Use Code (1997) and has its origins in the Foothills Area Study (1982) embodied in the first Intergovernmental Agreement (IGA) between the City and Larimer County. The IGA restricts all development below a datum of 5,250 feet in elevation, above which no structure can project, to protect the community’s foothills backdrop. The Study concluded that the Foothills area should be changed from a Rural designation to a Rural Non-Farm designation and residential density allowed to increase from 1 unit/35 acres to 1 unit/2.2.9 acres.
The RF District provides two options for development: single-family houses on individual lots at least 2.29 acres in size, or single-family houses clustered at a gross density of one unit per acre.

Three development plans have been approved and constructed within the Residential Foothills Zone: Burns Ranch at Quail Ridge, The Ponds at Overland, and Bella Vira. All portions of these developments lying within the RF zone district have been ‘cluster developments’.

Of these projects, the Ponds at Overland (1995) was the most controversial during the development review process. The project was approved as a cluster plan of 284 single family lots on 284.23 acres, with clustering at 3 to 5 units per acre on developed portions of the property. An appeal of the Planning and Zoning Board approval of the project to City Council from a citizen’s group “Friends of the Foothills” showed objections based on perceived negative impacts of density, site grading, aesthetics to the foothills, traffic congestion, storm drainage, wildlife habitat, trail access, and to impacts to noise, air, and community stress levels.

Low-Density Mixed-Use Neighborhood (LMN) District

The Low-Density Mixed-Use Neighborhood (LMN) district was created in 1997. The LMN district became the predominant zoning district applied to vacant undeveloped parcels since that time. The purpose of the LMN District expressed in the Land Use Code:

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.

For the purposes of this Division, a neighborhood shall be considered to consist of approximately eighty (80) to one hundred sixty (160) acres, with its edges typically consisting of major streets, drainageways, irrigation ditches, railroad tracks and other major physical features.

VI. REZONING EVALUATION

As stated, rezoning requests are principally evaluated based on compliance with City Plan and/or changed conditions within the neighborhood surrounding and including the subject property, although other factors may be considered.

A. Mandatory Requirements

1. Consistency with City Plan (Zoning Map Amendment Requirement)
   The proposed RF and LMN zoning district boundaries coincide with the Suburban Neighborhood and Mixed Neighborhood ‘place type’ designations found on the City Plan Structure Plan Map and strike an appropriate balance between adopted City Plan Environmental and Livability principles and policies.

2. Warranted by changed conditions within the neighborhood surrounding
   Not applicable.

B. Additional Factors that May Be Considered

1. Compatibility with existing and proposed Uses (Additional Considerations per LUC)
   The proposed zoning district boundary demarking the east/west zoning split aligns with the longitudinal boundary of Residential Foothills (RF) zoning to the north that governs development on The Ponds at Overland and Bella Vira neighborhoods. This zoning configuration, along with the condition that any future development
be a “cluster plan”, provides a clear transition from the City of Fort Collins natural areas along the foothills and higher residential densities permitted along Overland Trail. Abutting neighborhoods to the north and east are of a similar residential density and housing type mix as permitted in the LMN-zoned portion of the site.

2. Adverse Impacts to the Natural Environment (Additional Considerations per LUC)
   The property has been substantially altered from its natural condition; therefore, the rezoning will not result in negative impacts to natural vegetation or surface water patterns. Site modifications began in the 1940’s when a portion of the property fronting Overland Trail was mined for gravel used in the Horsetooth Reservoir construction. The site was later cleared of natural vegetation, stream channels were removed, and the site regraded to accommodate construction of Hughes Stadium and a heavily compacted parking area covering more than 100 acres. Except for trees and shrubs planted approximately 10 years ago by CSU to enhance property aesthetics, vegetation consists largely of invasive weedy species like cheatgrass, Canada thistle, mullein, kochia, bindweed, and puncture vine. No cost analysis has been conducted with respect to restoring the site to its original, natural condition, although, anecdotally, the costs appear to be significant.

   The Natural Areas Department (Department) considers numerous criteria when prioritizing a site for acquisition as a natural area. The Department may only acquire land from a willing seller if using dedicated program funds. The following criteria are considered: current and potential wildlife habitat values; access to nature for the community; value as buffer or addition to an existing natural area; existing condition of property and the cost to restore; other conservation values such as scenic, community separator, agriculture, cultural resources; alignment with City Plan goals and the Natural Areas Master Plan; and, education opportunities.

   The City did not attempt to purchase the site as there is not a willing seller and the criteria for acquisition have not been met. From the perspective of Natural Areas staff, there would be significant opportunity costs associated with a purchase. For example, funds directed to the Hughes site would not be available for conservation in northeast Fort Collins which has no natural area sites. The Hughes site, on the other hand, has nearby natural areas of over 1,000 acres with nearly 10 miles of trail as well as a large community park.

   There will be little to no impacts to wildlife as no wetlands exist on the site and it provides limited resident wildlife habitat. Clustering of development within RF-zoned areas provide an opportunity to connect with wildlife movement corridors.

   Prior to any future development on the site, an Ecological Characterization Study must be prepared by a professional qualified in the areas of ecology, wildlife biology or other related discipline. The study must identify areas with wildlife, plant life and/or natural characteristics in need of protection.

   The existing stormwater detention area known as the “rodeo pond” fronting Overland Trail has been sized to accommodate local and regional stormwater runoff regardless of the zoning districts designated on the property.

   No evidence suggests that permitted density/activity under the proposed zoning will result in adverse impacts to air quality when considering the regional impacts on Fort Collins’ air quality. The biggest air quality problem near the Front Range foothills is ozone during the warmer months. Ozone patterns are the result of urban emissions (vehicles, industry and oil & gas operations being the largest contributors) photochemically aging as they travel west during the daytime upslope winds. This ozone impact would not be the result of new construction on the Hughes site, just of transport of emissions from the Front Range urban corridor. Particulate matter (PM2.5/PM10) levels along the Foothills are some of the lowest in the community and generally lessen further from the I-25 corridor.

3. Logical and Orderly Development Pattern

   The proposed amendment would result in a logical and orderly development pattern by:

   • Providing a density and intensity gradient and land use transition between the developed character along Overland Trail to the natural character of the Maxwell Natural Area abutting to the west.
Placing the lowest housing density and opportunities to retain more land in an open state on the west portion of the site.

Placing comparable residential density along the east and northeast portions of the site towards existing residential neighborhoods of similar density and housing mix.

Orienting the LMN zone district toward Overland Trail which will provide a “neighborhood center” serving the site and nearby residences.

Allowing housing opportunities on the site where a full range of urban services—arterial streets, water, sanitary sewer, storm drainage, electric power, schools and trails—are either presently available or can be provided.

Specifically, to transportation, the City’s Master Street Plan will serve as a guide as it anticipated adequate arterial capacity for growth in the area. If and when a development plan is submitted, a detailed traffic review will be required and all Transportation Level of Service (LOS) standards must be met. Transportation-related impacts may require improvements to the transportation system both adjacent and off-site for vehicular, bicycle, pedestrian and transit modes.

VII. Condition of Approval

Land Use Code Section 2.9.4(I) allows conditions of approval to be imposed upon a rezoning. Staff recommends that Council impose the condition of approval that any development within the portion of the property zoned as Residential Foothills (R-F) be developed in clusters pursuant to Land Use Code Section 4.3(E)(2). Staff is recommending this condition of approval to provide a clear transition from the City of Fort Collins natural areas along the foothills and place higher residential densities permitted along Overland Trail. Clustering on the RF portion of the site will provide more habitat for wildlife corridors along the foothills, require less new utility and street infrastructure, and better maintain a more ‘open’ character.

CITY FINANCIAL IMPACTS

No significant impacts as the request is limited to rezoning.

BOARD / COMMISSION RECOMMENDATION

The Planning and Zoning Board conducted a public hearing of the rezoning request on September 19, 2019, and recommended, on a 4-2 vote, that City Council not adopt the proposed zone districts. Alternatively, the Board recommended that the property be rezoned to Residential Foothills (RF) with the requirement that future development meet the requirements of a Cluster Plan pursuant to Land Use Code Section 4.3(E)(2).

Planning and Zoning Board Hearing minutes are provided as Attachment 26.

PUBLIC OUTREACH

I. Neighborhood Meeting

Staff convened one neighborhood meeting in accordance with Land Use Code Section 2.9.4(B) on August 8, 2019. A neighborhood meeting to discuss potential redevelopment of the Hughes site was also held on April 4, 2019, and Colorado State University held two Listening Session (September 20, 2017, and October 18, 2017). See Attachments 10-22 for the two neighborhood meeting summaries, individual public comments and the Listening Session Feedback summaries.

II. Public Comments

A consistent theme throughout the public process has been the preference expressed by community members that the site be retained in an undeveloped state and that views to the foothills be protected. Comments range from the acquisition by a public agency as a protected Natural Area or Open Space to expanded use as a recreational site.
During the rezoning neighborhood meeting, attendees expressed an overall preference for as much open space as possible on the site to protect resources within the Maxwell Natural Area to the west, create a buffer for wildlife in the area, protect views of the foothills for surrounding neighborhoods and keep the traffic impact low. A slight preference for "clustering" on the western edge of the site was indicated.

Responses at the Hughes Stadium Open House on the question about which three characteristics are most important for the site:

III. Scenarios Feedback

Of the 5 Scenarios presented at the neighborhood meeting (Attachment 7), support for Scenario 1 was most prominent among attendees. Many comments related to Scenario 1 involved a desire for as much open space as possible within the zone district configuration presented in Scenario 1.

Many comments included a desire for a “6th scenario,” zoned as “Public Open Lands” or “POL” only. Several comments requested that at least half of the site be designated as Public Open Lands. Comments also included a desire for even lower development density than Scenario 1 allows. Some of these concerns were expressed in conjunction with a concern regarding traffic congestion and stress on existing road infrastructure in the area, including pedestrian and bicycle infrastructure. Several comments expressed a desire for affordable housing on the site.

Some benefits mentioned regarding Scenario 1 were made in contrast to the other Scenarios; across several Scenarios, comments regarding a desire for the lower-density option (Scenario 1) were expressed. These comments were made in conjunction with a desire to preserve views of the foothills with lower density housing, a desire to keep development at 2 stories and a desire for low impact on existing wildlife in the area.

A small number of comments expressed interest in high-density housing options, citing the need for different housing types and sizes correlated to affordability.

In order to understand the preferred site zoning after presenting the scenarios, staff presented a half sheet empty site outline to allow attendees to draw in their preferred site zoning.

- Many drawings indicated a desire for “Public Open Lands” or POL across the entire site.
- Several other drawings indicated a preference for some development on the site with a protective naturalistic or open space buffer along the western edge of the site.
ATTACHMENTS

1. 1974 Open Space Plan Map and Recommendations (PDF)
2. Foothills Issues Report (PDF)
3. Hughes Proposed Zone Districts (PDF)
4. Structure Plan Map (PDF)
5. City Plan Place Type Summaries-Suburban and Mixed Neighborhoods (PDF)
6. Article 4 Use and Development Standards for RF and LMN zone districts (PDF)
7. Maps of 5 Zoning Districts Scenarios Considered (PDF)
8. Memo-Air Quality Impacts of Foothills Development (PDF)
9. Rezoning Neighborhood Meeting Presentation (PDF)
10. Public Comments Summary, September 3, 2019 (PDF)
11. Staff presentation to Boards and Commissions (PDF)
12. Hughes Scenarios Sticky Note Feedback (PDF)
13. Scenario 1-5 Sticky Note Feedback (PDF)
14. Hughes Zoning Drawings from Neighborhood Meeting (PDF)
15. Site Characteristics Most Important to Participants at Neighborhood Meeting (PDF)
16. Summary of Scenario Comments (PDF)
17. Other Comments from Neighborhood Meeting (PDF)
18. Citizen Comments Received (PDF)
19. Planning Action to Transform Hughes Sustainably (PATHS) comments (PDF)
20. OurCity Webpage comments (PDF)
21. First Neighborhood Meeting Comments (PDF)
22. Neighborhood Listening Session Attendee Feedback, September 20, 2017 (PDF)
23. Planning and Zoning Board Minutes, September 19, 2019 (PDF)
25. Powerpoint presentation (PDF)
PUBLIC COMMENTS RECEIVED FROM NOVEMBER 6, 2019 THROUGH MARCH 10, 2020.
From: Tauny Gilmore
To: Barb Clem; Delynn Coldiron
Subject: FW: Input on Hughes Stadium Property Rezoning
Date: Wednesday, November 6, 2019 9:02:40 AM

Printed for Darin.

From: Joyce DeVaney <JDeVaney6@Comcast.net>
Sent: Tuesday, November 05, 2019 4:37 PM
To: City Leaders <CityLeaders@fcgov.com>
Cc: Cameron Gloss <cgloss@fcgov.com>; Sylvia Tatman-Burruss <statman-burruss@fcgov.com>
Subject: Input on Hughes Stadium Property Rezoning

I live within a few blocks of the proposed development, and I strongly feel that the vote tonight on the Hughes Stadium rezoning should be RF zoning, as the Planning and Zoning Board has recommended. I oppose the LMN zoning on the east half of the property. It is imperative to keep the number of potential residences at a minimum because of our neighborhood concerns regarding traffic, dust, wildlife barriers, adequate access to trails/foothills, and ultimate congestion. There has not been adequate study of the potential for traffic problems, school resources for the kids, and how this neighborhood could absorb even the number of families proposed with both LMN and RF zoning.

The 600-700 homes proposed by Lennar was totally unacceptable, and I very much appreciate the time and attention that City staff have devoted to public hearings and neighborhood input. We love our "crown jewel" on the west side of Fort Collins, and we insist on keeping it family-friendly and safe from traffic congestion.

Thank you for your consideration of these comments.

Joyce DeVaney
2842 McKeag Drive

Virus-free. www.avast.com
For Hughes

Sent from my iPhone

Begin forwarded message:

From: Aaron Monier <aaronmonier@live.com>
Date: November 5, 2019 at 6:55:02 PM MST
To: "statman-burruss@fcgov.com" <statman-burruss@fcgov.com>
Subject: Hughes Stadium

Dear Sylvia,
Unfortunately my wife and I are unable to attend the meeting tonight. We still would like to express are opinion on the housing matter.

We are home owners in the Browns farm neighborhood and have lived in Ft. Collins for over 15 years. We very much support leaving as much open space as possible in the Hughes stadium area. Beautiful Public open spaces are one the unique features that bring residents and tourists alike to Fort Collins, and this area has been enjoyed by residents for years. As a town we’ve already made a commitment to environmentally sustainable practices and in our consideration of this property we have an opportunity to practice what we preach.
Thank you for considering our thoughts on this matter,
Aaron Monier And Kelly Keeler
Good Afternoon City Council Members, Mayor Troxell, and City Staff,

This is Adam Eggleston and I always try to be positive in my emails and communication, and never too harshly criticized, but the discussion and decisions made last night gave me a real sense of concern.

I am very concerned about the decision to circumvent the normal process of Land Development and the overstepping of the city council. It is clear that the current makeup of this council believes they know more than educated and professional staff that has been helping the city for years, what was most apparent is absolute lack of institutional knowledge of Fort Collins land-use code and nearly no working knowledge of anything to do with real estate transactions, ownership, and use. The council should at a minimum had been knowledgeable about the differences between RF/LMN/MMN zoning and what is allowable types of structures and densities associated with each zoning. If the council would allow the staff to work through the normal process then the answers to your questions would have been more accurately answered and we could have had a better or educated discussion.

I never purposely want to call out any particular council members, but in this case councilmember Caniff, that his anecdote examples are strictly based and blatantly predetermined biases. I would like to see council member Caniff use more intelligent and citable data to help make decisions that will impact the city for decades to come and not anecdotal feelings.

This Council it's facing many long-term projects that would determine the growth of Fort Collins over the next three decades. It is imperative that everyone become more knowledgeable on land use code or be willing to utilize the educated and expert staff to suggest the best strategy recommendations for use for the land and which available to develop.

This Council will also have to make a decision, to allow expanding growth to match the needs of our community both now and into the future, in one of two ways allow for horizontal growth like this proposed project or be willing to make the necessary changes to allow for vertical growth. Either way, neither this council or future councils will be able to stop the growth that Fort Collins.

I apologize to be so critical, as I always tried to be positive and informative in my emails and correspondence. But in situations like these, I feel I have to be a little bit more direct. Next week I will continue to be the friendly neighborhood City advocate.

I look forward to continuing to work with you all to help our city grow into the future.
Thanks,
Adam Eggleston

2017/2018 Fort Collins Board of REALTORS Board of Directors
2016/2017 Northern Colorado Young Professional Co-Chair
2017 Volunteer of the Year
2017 Young Professional of the Year
2019 Chair Government Affairs Committee
Ex-Officio Member Chamber of Commerce LLAC
Vice Chair-Fort Collins Parking Advisory Board
Thank you for taking the time to drive out to the Hughes site and take in the splendor of this beautiful piece of land. I appreciate you doing so. It made me wonder if any of the other council members took the time to do this.

I live off Drake road and in the past I have ridden my horse from my house to Pineridge natural area. I can not even imagine 600 plus homes on that property. I will be affected by the increased traffic those homes will bring.

It would be a miracle if CSU gave the land to the city to make a beautiful park or maybe a music venue. I will keep dreaming. The site really is a Crown Jewel of Fort Collins!!!! I am so sad.

Thank you again for listening to our Fort Collins community. I have been a resident here since 1972.

Barbara Heffington

Sent from my iPad
Barb Clem
Executive Assistant to the City Manager
Fort Collins, CO
970-221-6509

From: mail@changemail.org <mail@changemail.org>
Sent: Wednesday, November 6, 2019 11:29 AM
To: Darin Atteberry <DATTEBERRY@fcgov.com>
Subject: 500 more people signed “Fort Collins City Council: Find a more sustainable alternative to the Hughes Redevelopment Plan”

Darrin Atteberry – This petition addressed to you on Change.org has new activity. See progress and respond to the campaign’s supporters.

Fort Collins City Council: Find a more sustainable alternative to the Hughes Redevelopment Plan
Petition by P.A.T.H.S. FoCo · 500 supporters

500 more people signed

View petition activity

RECENT SUPPORTERS

Kirsten Carlson
Denver, CO · Aug 06, 2019
No more apartments or housing! We want more natural open areas!

Rebecca Cohencious
Ashburn, VA · Aug 06, 2019

My experience as a Lennar homeowner is that they are a haphazard builder with little regard for the quality of the end product.

nathan fritzen
Fort Collins, CO · Aug 05, 2019

When people think of Colorado, they picture forests, mountains, deer, and prairie dogs. No one thinks of suburban sprawl, apartments, and WalMart (unless they live here, in which case it’s impossible to miss). Boulder has managed to increase its financial worth by wrapping the city with natural areas. This artificially raised property values by placing a limit on how much land is available for development, decreasing supply. At the same time, by keeping the “natural” Colorado habitat, Boulder remains one of the few “destination” cities in the Midwest, desirable for businesses, tourists, and families. I think Colorado needs to dedicate as much land as possible to natural areas. Eco-tourism is a viable form of income. Rocky Mountain National Park saw over 4.5 million visitors in 2018, and Estes Park remains Colorado’s sweetheart tourist town, offering little actual industry. That’s equivalent to 80% of Colorado’s population visiting RMNP annually, bringing out of state money to Estes Park. The money will be there, and the value will only increase as the supply of wildlife and land becomes even more novel than it already is. Costa Rica recognized this potential, marketed itself as a tourist destination, and is now ranked 12th (of 32 Latin American and Caribbean countries) in per capita GDP. Tourism earns more money for the country than the combined total exporting of coffee, bananas, and pineapples, their top cash crop. My recommendation is to turn the stadium land into a wilderness area. Plant some trees, natural grasses; and wildflowers. And then enjoy it. Fort Collins used to have a unique, “Colorado” feel to it, but it runs the risk of turning into just another suburb now.

Katherine Abbott
Rye, NH · Jul 30, 2019

As a frequent visitor to Fort Collins, I am concerned with the overpopulation of the city and the negative consequences

Kris Aliabadi
· Jul 30, 2019

There is a better use for this space than 600 addition housing units. It is going to flood the west side of town with traffic and take away from our
natural spaces.

View all 500 supporters

CHANGE.ORG FOR DECISION MAKERS

On Change.org, decision makers like you connect directly with people around the world to resolve issues. Respond to let the people petitioning you know you're listening, say whether you agree with their call to action, or ask them for more information. Learn more.

This notification was sent to datteberry@fcgov.com, the address listed as the decision maker contact by the petition starter. If this is incorrect, please post a response to let the petition starter know.

Change.org · 548 Market St #29993, San Francisco, CA 94104-5401, USA
Hello, Emily.

When we spoke at the City’s Board Recognition dinner a few weeks ago, you mentioned that the work on City Council has been challenging. That’s certainly understandable, since being on City Council requires a great deal of time and is a huge commitment to our community.

At a recent City Council meeting, you publicly stated that your constituents are seeking affordable and attainable housing options. Their desire for better equality and inclusion prompted your vote for the City’s recommendation for RF and LMH housing at the old Hughes site.

I’d like to share some FACTS with you regarding the ramifications of your vote, if this development is built. I ask that you read the FACTS below and consider them before the next City Council meeting and 2\textsuperscript{nd} reading of the Hughes Site.

1. The LMH and RF recommendation will mean that Lennar can build UP to 996 houses in that space. (The City’s estimate was the minimum number.)

2. Lennar is anything BUT an attainable housing builder. In researching 18 of their recent housing developments in Colorado, prices range from a low of 406k to a high of 758k. I question how these prices, in today’s dollars, are attainable to those you feel are most in need of housing.

3. Our air quality on the west side of town is the worst in the state of Colorado. Recent research conducted at CSU has linked poor air quality to aggressive behavior and increased crime (Oct. 2019).

4. The number of houses going into the space will require elementary school overcrowding. In speaking with those on the board and with local teachers, adding to class sizes hurt students in second language households the most. They get less attention and because teachers have to move more rapidly during their instruction; oftentimes, students who need more deliberately-paced instruction and left behind. According to PSD, there will be an estimated 400 ELEMENTARY school students coming into the school district. The City said that there is plenty of space in the schools but that ONLY pertains to the Middle and High Schools in the area. Although this isn’t your district, the reality is, many students will have to change schools due to redistricting. Therefore, your students, whether in your district or near La Familia, will be affected. Consider the fact that you have second language students who are already stressed to get their work done at home, who will have to change schools. Consider that they’ll have to take different buses, may be separated from their friends, will have to adjust to new school environments, routines will be disrupted, etc. These are facts of overcrowded schools and it’s the children will suffer the consequences. Many of them those you care most
deeply about helping.

And as a Public Health expert, you know the consequences and costs, social and economic, of students who do not finish high school. Most of whom were lost somewhere along the way at school. Is that the Fort Collins you want in the future?

Emily, it’s not too late to change your vote. You have the opportunity to make the right decision by standing up for what you believe and adhering to the values and principles on which you ran.

Our community, and most importantly, those whom you serve in your community, who are entrusting you, are looking for you to take the high road and vote on their behalf. Ask yourself if you are representing them or if you are voting out of other pressures. Because at the end of the day, you’ll have to look yourself in the mirror.

Sincerely,
Renee P. Walkup
3514 Pratolina Ct.
Fort Collins, CO 80521
September 19, 2019

City of Fort Collins  
Planning & Zoning Board  
300 Laporte Ave.  
Fort Collins, CO 80521

RE: Hughes Stadium Annexation Property Rezoning, REZ 190001

Dear Chair Hansen and Fellow Planning & Zoning Board Members,

I wanted to call to your attention three key points:

1. **City Staff has done a great job attempting to balance multiple community goals**, and often competing opinions voiced by citizens and commenters from outside our community. Cameron Gloss in particular has taken great effort to ensure that any development on this property is held to a high standard and creates a legacy neighborhood.

2. **The Structure Plan, and many of the Zoning Scenarios evaluated do not seem to recognize the existing physical condition of the site.** There is a large, regional detention pond that needs to remain in some manner. The footprint of the former stadium is unsuited for development, and there is an agreement to continue a disc golf course. As such, there is likely ±50 acres of de facto open space when considering stormwater detention, the stadium footprint, and disc golf course.

3. **Key City Goals could better be achieved with more flexibility in zoning.** Among such goals and initiatives are Nature in the City, Climate Action Plan, City Plan, and the #1 concern from Fort Collins’ Community Survey: *affordable quality housing*.

The existing site conditions creating roughly 50 acres of open space do not follow the zoning line currently presented. Bisecting the site in such a manner imposes an artificial barrier to creative land planning that could best achieve the goals mentioned in Item 3. Diversity of housing options, price points, place types, etc. would be better served by placing **LMN zoning across the entire property**.

As mentioned above, City Planning Staff will undoubtedly ensure development is done correctly. 50 acres of open space is already a given. A single zoning type of LMN will best serve the current and future needs of Fort Collins residents.

Sincerely,

Nick Haas  
2721 Walkaloosa Way  
Fort Collins, CO 80525
From: Vail <vailtrails@gmail.com>
Sent: Thursday, November 7, 2019 7:42 AM
To: Wade Troxell <WTroxell@fcgov.com>; Kristin Stephens <kstephens@fcgov.com>; Ken Summers <ksummers@fcgov.com>; Emily Gorgol <egorgol@fcgov.com>
Subject: Hughes Site

I have lived in the Lexington Green Neighborhood for about 20 years and would like to stay in Fort Collins. I have been pleased and trusting about the leadership in our city that has created such a pleasant place to live. I quite often hike in the foothills and ride my bicycle along Overland Trail enjoying nature and the rural sites. I have always expected our leaders to continue serving in the way that reflects my values. I realize that the Hughes Stadium redevelopment is a private transaction, however, this is a property that has always felt like it belonged to the residents of our city. It has been used by thousands on a regular basis, but more importantly has been a landmark and treasured open space that serves as a gateway to our magnificent foothills. I believe that many are not aware of the plan to put homes on this well loved land. Many who are aware are heartbroken thinking about the loss, but also what it will mean to our way of life. The west side has been a sanctuary away from traffic, noise, and chaos. If this development moves ahead, the quality of our life here will be transformed in a way that can never be reversed. The place we go to rejuvenate and celebrate our freedoms will be changed forever. With the homes will come more cars running down Overland Trail and Drake Rd and Prospect Rd every day. We already have so much more noise from traffic that it is distressing. West Fort Collins does not need to irreversibly change in a way that destroys it’s appeal. Colorado State University has broken our trust. The people who act out of greed instead of valuing community should not be deciding the future of Fort Collins. I am very disappointed that you do not value the open space at Hughes Stadium site enough to do all that is in your power to preserve it for the citizens. Especially Ms Stephens and Ms Gorgol, representing districts that are directly impacted. Shame on CSU and shame on you all for not recognizing an opportunity to be heroic in your actions. This is a special parcel that should be preserved as open space.
Jan Vail
Good morning, Council Member Gorgol;

I am profoundly disappointed in your vote to support Lennar, a company worth nearly $20 billion dollars, and from out of state, over the voices and concerns of your neighbors and fellow citizens. (Interactive chart of historical net worth (market cap) for Lennar (LEN) over the last 10 years. How much a company is worth is typically represented by its market capitalization, or the current stock price multiplied by the number of shares outstanding. Lennar net worth as of November 06, 2019 is $18.54B.)

Your vote looks like you are choosing to march with the Fort Collins Board of Realtors and the Fort Collins Chamber of Commerce, instead of examining the facts, and understanding the environmental value of the old Hughes Stadium footprint. (The Fort Collins Area Chamber of Commerce and Realtors backed zoning that allowed increased density and the opportunity for more affordable and attainable housing in the city.)

This vote puts you on the side of Tony Frank, a man who disregarded nearly the entire Fort Collins community so that Colorado State University could field a football team on campus, and who, despite having been the leader of Colorado State University, had the temerity to allow CSU to put out this weasley comment; "We remain committed to evaluating reinvestment of a portion of the proceeds into attainable and potentially affordable housing for CSU employees, although such decisions obviously cannot be made until the zoning process is complete and the finances available to the CSU System from this project are then known."

The track record of Lennar includes this gem of how they built community, by demolishing affordable housing units, in San Diego: Developer Lennar Homes of California will move forward with the plan to demolish the 332-unit Penasquitos Village development to construct Pacific Village, which will consist of 99 single-family homes, 105 triplex units, 120 condominiums and 276 apartments.

Lennar, a company that built more than 26,500 homes and had revenue of $10.9 billion in 2016, has this vision: We build homes in some of the most desirable cities in the nation and for all stages of your life: first home, move-up home, or a multigenerational home to accommodate your changing family needs. Our communities cater to all lifestyles and include urban, suburban, active adult and golf course living.

Emily; your vote defines a classic, co-opted, liberal world view. I’m sure that you believe that the least fortunate in Fort Collins deserve the dignity of housing, and that those who work in Fort Collins have every right to try and find housing in Fort Collins. As do I. Working with the Realtors and the Chamber because you want to reduce poverty in Fort Collins strengthens their Trumpian talking points, puts a good voice (yours) in their back-pockets, and does less than 0% to change the dynamics of poverty in Fort Collins. That is not the work of a progressive.
The worst thing to me about your vote is that it continues the trend across all levels in government about policies being created as though this is a planet without boundaries. Emily, we live on one planet, with finite resources, a planet that is fraying at the edges, soon to be consumed by the effects of climate change, and the specter of mass extinctions.

Your neighbors, many of whom believe at least as strongly as you do in equality, in decency, some of whom have worked for decades to make Fort Collins a great place, and who also believe in the ability of government to do good work, know that the breaking point is upon us. Protecting and preserving this land for the 7th generation is the highest and best use for it.

I'm pretty certain that Lennar, through Darin and others, will come wringing together their $20 billion dollar hands, and have the nerve to ask for more from the citizens of Fort Collins (e.g. a Metro District, etc.).

When that time comes, please tell them 'no'.

Thank you, Emily.

Best Regards,

David Roy
2016 Evergreen Court
Fort Collins CO 80521
(970) 493-9201
Hello Emily,

I hope you've had a really great weekend this weekend. My name is Lisa Baughn, I'm an adjunct instructor of Geography, 5-year resident of district 5 and member of PATHS. I was able to meet you at your listening session a couple of weekends ago and hear your thoughts on affordable housing and economic issues here in Ft. Collins. It's great to be in touch with you again.

I really appreciate your interest and attention to the issues of affordability here in Ft. Collins and thank you for the conversation at the session. In the last 4-5 years the market value of my 1br. apartment in district 5 (Heatheridge Lakes) has increased about 29% (possibly more). If I were to try and move in to it today, I could not afford it on the spotty, part-time, low wage work that seems to be available now.

I experienced instability at all 3 of my adjuncing jobs this Fall semester, and just have not been able to break out of such low wage, part time contract work. Lots of folks continue to face
similar insecurities as you know, both related to increases in housing prices and stagnant or falling incomes and the growth of the precarious "gig" economy. I talk to many residents who are really struggling to hang on in Ft. Collins. I know you know their struggles as well.

A fellow member of PATHS and I have been reflecting on and researching the points you made at the listening session and at the City Council hearing during the Hughes zoning process last week, and we were wondering if you'd be available this week to talk about housing issues in more detail, either Tuesday, Thursday or Friday. If so, we would really appreciate it! :)

Specifically, we'd like to share some really interesting and important data with you, and get your thoughts on it:

"Here's What We Actually Know About Market-Rate Housing Development and Displacement"

There are lots of studies linked to in the article, and we'd really like to open some of them up for discussion/exploration with you, if possible.

If so, please let me know of some times that might work for
you on Tuesday, Thursday or Friday. If those days don't work, let us know and we'll try for something else. :)

Thank you so much, Emily. I'm looking forward to talking about these important issues with you again.

Sincerely,
Lisa Baughn
lisa.baughn@gmail.com
From: Chris Warman <actualchrisw@gmail.com>
Sent: Friday, November 8, 2019 12:58 PM
To: Emily Gorgol <egorgol@fcgov.com>
Subject: Hughes

Councilmember Gorgol,

I am beyond disappointed in your vote to approve the Hughes development, and as a constituent of the 6th district in Fort Collins, I believe you acted unfaithfully in casting your vote for the development.

We elect our officials to speak for us, and you ran on a platform of "Thriving Natural Environment" which is the reason I voted for you in the first place. In doing so, and in following suit with the first council vote to reject the initial development, I reasonably believed you would continue to agree with the voices of your constituents and reject the subsequent proposal. Instead, you used the guise of "affordable housing" to vote for the project. Whereas the proposal contains no written promise of affordability, nor does it accurately address the current cost of living in Fort Collins, I believe you acted in bad faith.

Additionally, whereas you are a sitting member of the Affordable Housing Board, you should know that adding these homes will not fix the housing problems. Not only will these homes most likely be priced at or above the current median home cost of $425,000, it will also not account for rising rent costs. Currently, 2 bedroom apartments are commonly priced upwards of $1400 which means someone would spend 85% of their minimum wage job solely on housing. New apartments do not lower the cost of old apartments and new homes do not lower the cost of existing homes.

Another problem is the lack of existing infrastructure to support this new proposed community. Overland Trail is a two-lane road that already does not have enough traffic lights or safe side walks while seeing an incredible increase in traffic each year. Adding these homes will not help, and there is no way any environmental study would suggest anything less than a negative impact. Even more than the traffic issues will be the lack of affordable food within walking distance for this community. Even if people can afford to live there, they will only find themselves in a food desert with limited public transportation options which makes this project not only bad for the environment but also discriminatory.

On top of all this, there is the issue of Lennar entering this market on your watch after you stated in your campaign your desire to build local communities. Now, the money spent on developing the Hughes Stadium area will instantly leave the community. As the saying goes, a good compromise leaves everyone mad. My only hope is that this compromise upsets Lennar enough to decide not to build, and then this valuable natural resource can potentially be preserved as the people who
already live in the area believe it should be.

For these reasons and more, I fully intend to follow up on this issue by pursuing any civil and legal means available to prevent this housing development. I hope that you listen to your constituents and rejoin their efforts to preserve the natural beauty of Fort Collins.

All the best.

-Chris Warman
From: Nick Haws <nick@northernengineering.com>
Sent: Tuesday, November 5, 2019 3:14 PM
To: Emily Gorgol <egorgol@fcgov.com>
Subject: Hughes Stadium Site Rezoning | need more housing options

Emily,

Attached is a letter I provided to the Planning & Zoning Board on September 19th. I don’t think it made it into the full agenda packet tonight, but perhaps I overlooked it in the volume of attachments.

My comments today are much the same. We need thoughtful, well-planned housing on this site. Not a cluster of 80 homes at price tags over $1M. That does not align with City Plan nor does it address the needs of the greater community for attainable housing. Please vote for LMN Zoning, as recommended by Staff.

Thanks,

Nick Haws
2721 Walkaloosa Way
Fort Collins, CO  80525
Ms. Gorgol,

Hi, I'm a member of your district and I understand you recently voted to approved high-density housing at the Hughes Stadium site without any guarantees of affordable housing ensured.

As someone who works in water in this area and has been involved in discussions regarding the nexus of affordable housing and "tap fees" with developers, it's my understanding that affordable housing according to average industry models means units beginning in the low 300,000 thousands. That's low 300,000s even with greatly reduced footprints for single family units relative to suburban lots through the 90s. The Mosaic development off of Timberline is a perfect example of this trend.

Frankly, I'm disappointed that a supposedly progressive representative like yourself is not ensuring affordable housing for people such as our teachers is not baked into any developments that you approve. Either City Council gets serious about baking in affordable units into their development approvals, or this town will continue to punish its working classes and we will become a town only for the wealthy. This may sound a little hyperbolic but if home prices continue to appreciate as they have been it's very much accurate.

I'd be happy to discuss this issue further but my vote will follow genuinely progressive policies and a city council member who takes seriously the role of government in constraining capitalism.

All best,

James Bishop
Dear Council Members,

May I first say I would like to extend my appreciation to those members: Ross, Susan and Julie who voted in favour of what the community wants and for the betterment of our quality of life by voting against Hughes development. I believe this shows sensitivity to constituents for whom these members have been elected and awareness of the implications of placing this development on the west side in an already crowded and lacking in transportation routes. This area is the access to horsetooth reservoir and provides a buffer for animal populations. The lesson Boulder discovered by developing their west end is more animal intrusions and fires and they found a downtown stadium to be a nuisance.

Fort Collins is touted as a wonderful place to live and since I have moved here in 1990 I have seen this wonderful town deteriorate due to over development and lack of placing limitations on growth. This has created a situation where the air quality contrary to csu representative is not a “regional problem” it is one we all have part in and like Boulder the more air pollution on the west side the more it sinks into town. I remember when we did not have brown clouds that were visible from arthurs rock. All other considerations have also deteriorated with the crowding.

I could barely speak my whole two minutes at the podium as I surveyed the council and could see where some members were headed, this was conveyed in their body language and I must say it seemed dismissive of those who got up to speak. This development has been opposed by I would say the majority of the community for a number of reasons and would ask that the remaining members regain reason and vote this development down. The poorly planned stadium and overruns should not be a suitable reason to continue this project, which is not addressing the lack of affordable housing in this community. This project is certainly not in character with our town and how we would like to be viewed as a healthy and attractive town. We need more open space.

Thanks
George Bishop
PURCHASE AND SALE AGREEMENT
[Hughes Stadium Redevelopment]

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

RECITALS

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

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

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

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

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

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

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

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

(e) None.

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

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

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

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

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

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

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

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

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

(p) **District**: As defined in Section 4(g).

(q) **Documents**: As defined in Section 4(c).

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

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

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

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

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

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

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

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

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

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

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

(cc) **Letter or Credit**: As defined in Section 3(a).
(dd) **LgE:** A proposed number of six hundred twenty-five (625) lots, which may be increased or decreased pursuant to the Final Plat as described herein, to be developed as townhomes, paired homes and detached single family residences.

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

(ff) **Net Profits:** As defined in Section 14(b).

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

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

(ii) **Preliminary Entitlement Confirmation:** As defined in Section 4(d).

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

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

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

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

(oo) **Property:** The parcel of real property currently containing approximately one hundred sixty-one (161) acres located at 201 South Overland Trail, City of Fort Collins, Larimer County, Colorado, as more particularly described and depicted on Exhibit A attached hereto, including Seller's interest, if any, in all mineral, oil, gas, gravel, geothermal, and ground water rights appurtenant thereto; together with all contracts and contract rights, studies, materials and plans, including architectural, landscaping, grading, and other plans, specifications and reports applicable to the Lots; all easements, rights of way, permits, approvals, privileges and entitlements appurtenant thereto and all right, title and interest in and to all streets and water courses adjacent to, abutting or serving the real property.

(qq) **The proposed development of the Property into a desired number of six hundred twenty-five (625) lots, to be developed into single family detached, paired, and townhome Homes, with plans for low**
maintenance Homes and "Next Gen" Homes, together with planned significant trail systems, parks and open space tracts, with a central civic park to memorialize the former Hughes Stadium, and associated retail uses, to be known as the "Hughes Subdivision".

(rr) **Purchase Price**: The amount to be paid to Seller as provided in Section 3(b).

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

(tt) **Record**: As defined in Section 17(a).

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

(vv) **Sales Price(s)**: The purchase price for a Home(s) paid by a third party homebuyer at a Retail Closing, based upon the closing settlement statement (formerly known as a "HUD-I").

(ww) **Suitability Notice**: As defined in Section 4(b).

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

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

.zz) **Warranty Expiration Date**: As defined in Section 14(b).

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

3. **Deposit**

(a) **Delivery of Deposit**. Within five (5) business days after the Effective Date, Buyer shall deliver to Escrow Agent the Deposit by wire transfer, or at Buyer's election, shall deliver to Escrow Agent the Deposit in the form of a letter of credit issued by or the benefit of Seller in the form attached hereto as X It (t e tter re It t uyer fails to deliver the Suitability Notice as provided in Section 4(b), prior to the end of the Feasibility Period, then this Agreement shall automatically terminate as of the end of the Feasibility Period and Escrow Agent shall immediately return the Deposit to Buyer at such time. After delivery of the Suitability Notice, the Deposit shall be nonrefundable to Buyer except as expressly provided in Sections 6(g)(ii), 7, 8, 9, I(b) and I(d) of this Agreement. The Deposit shall be held by Escrow Agent in escrow, with any cash portion held in a separate, federally-insured interest bearing account(s), and the interest shall be considered part of the Deposit. The Deposit shall not be credited against the Purchase Price, unless during the term Of this Agreement the Letter Of Credit is substituted or replaced with a cash deposit, and then only in the amount held by the Escrow Agent and applied at Closing. If this Agreement is terminated by Buyer pursuant to Sections 4(b), 4(d), 4(e), 6(g)(ii), 7, 8, 9, I(b) and I(d), the Deposit then held by Escrow Agent shall be returned to Buyer by Escrow Agent, and, except as otherwise provided herein, thereafter, all further rights and obligations of the Parties under this Agreement shall terminate.
(b) Purchase Price. The Purchase Price for the Property payable at Closing shall be Ten Million Dollars ($10,000,000.00) ("Purchase Price"). and shall be adjusted prior to Closing as follows:

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

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

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

(d) Entitlement and matting Costs. The Parties acknowledge and agree that the Purchase Price is based upon the Final Plat pursuant to the Project Documents receiving final, unappealable approval by the applicable Authorities, together with recordation thereof, on or before Closing for a minimum of six hundred twenty five (625) Lots, subject to adjustment pursuant to Section 3(b) (or if appeal is taken, such appeal has been resolved to the commercially reasonable satisfaction of Buyer). Buyer shall be responsible for all costs of preparation and submittal of the Final Plat and Project Documents, and to pay any fees imposed by the Authorities as a condition to final approval of Final Plat and Project Documents and the costs charged by the County Clerk and Recorder for recordation of the Final Plat, and any park and school dedication fees imposed by the Authorities at or before recordation Of the Final Plat to the extent not satisfied by open space and school dedications in the Final Plat, and any traffic impact fees or other fees or charges imposed by the Authorities at recordation of the Final Plat, expressly including any raw water requirements and City-required water resource or water capital fees. Buyer agrees to be solely responsible for such costs of rezoning, platting and engineering costs Of preparation and submittal Of the Final Plat and Project Documents incurred by Buyer (collectively, "Buyer's Entitlement Costs"). During the Feasibility Period, Buyer will present Buyer's Initial Concept Plan to the City for preliminary review and feedback.

4. Preliminary Magers.

(a) Feasibility Study. Buyer shall have the right during the Feasibility Period, to investigate title and to make such investigations, studies and tests with respect to the Property as Buyer deems necessary or appropriate to determine the feasibility of purchasing the Property. Buyer acknowledges and Seller hereby agrees that Buyer will, during the Feasibility Period and prior to Closing, have the opportunity to make "Investigations, Tests and Surveys", as hereinafter
defined, on the Property, to satisfy itself that the Property is satisfactory for Buyer's intended use. "Investigations, Tests and Surveys" means, without limitation, the following: (i) inspecting, surveying, making engineering, environmental and architectural studies, testing the soil and otherwise determining the condition of the Property; (ii) reviewing all Documents received from Seller under Section 4(c), all subdivision, zoning, and building code ordinances, rules and regulations of the City and applicable Authorities and the State of Colorado; (iii) determining that utilities, including, but without limitation, water, gas, electricity, telephone and cable television services, can be made available to adequately serve the improvements which are intended to be constructed on the Property; (iv) determining that there is or shall be adequate access to serve the Homes and retail spaces that Buyer intends to construct on the Property; (v) determining the nature, magnitude, and times due of all taxes, fees, charges, system development fees, tap fees, and Other costs which are or may be imposed upon the Property or Buyer by any utility company or government or quasi-government agency; (vi) determining the adequacy of water and sewer taps for the Property and service of same; (vii) determining the number, size and location of the Lots and retail spaces by submittal of a land plan to the City; and (viii) determining all other matters regarding the Property and the development thereof which Buyer deems appropriate. However, Buyer shall not engage in any physically invasive testing or inspections without Seller's prior written consent not to be unreasonably withheld or delayed. Seller will permit Buyer's consultants to contact the applicable Authorities in order to investigate the Property. Buyer will be fully responsible for payment of Buyer's consultant fees, costs and charges with respect to any such investigation. Buyer's obligation to purchase the Property is specifically contingent and conditional upon Buyer being satisfied in its sole and subjective discretion that the Property can be developed for the Project and that there are no impediments to the development of the Property for the Project, which would make it unprofitable, impracticable or infeasible to purchase and develop the Property for Buyer's intended use.
(b) Feasibility Period. Buyer shall have until expiration of the Feasibility Period to satisfy itself, in its sole and subjective discretion, with respect to the conditions set forth in this Section 4. It shall be conclusively presumed that Buyer is dissatisfied with the conditions set forth in this Section 4, and the Agreement shall automatically terminate and Buyer's Deposit shall be returned by Escrow Agent unless Buyer gives written notice to Seller of its waiver of the conditions set forth in this Section 4 (the 'Suitability Notice') prior to expiration of the Feasibility Period. In addition, at any time prior to expiration of the Feasibility Period, Buyer may, in its sole discretion, for any reason or for no reason, terminate this Agreement by written notice to Seller. Upon any such termination of this Agreement, Buyer's Deposit shall be immediately returned to Buyer, and thereafter no Party hereto shall have any further obligation or liability to the other with respect to the transactions contemplated by this Agreement except for Buyer's obligations pursuant to Sections 4(c) and 12 hereof, which shall survive termination of this Agreement. Except as otherwise provided herein, no examination of the Property will be deemed to constitute a waiver or relinquishment on Buyer's part of its rights to rely on the express covenants, representations, warranties and agreements of Seller in this Agreement.

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

(d) Preliminary Entitlement Confirmation. During the Feasibility Period, Buyer shall use commercially reasonable, diligent and good faith efforts to satisfy itself, in Buyer's reasonable determination, that the City will approve the final Project Approvals (as defined below) for a minimum of six hundred (600) Lots (the "Preliminary Entitlement Confirmation"). Preliminary Entitlement Confirmation shall include preliminary approval at a public hearing, and support by City Council or the Planning and Zoning Board at a preapplication hearing. Buyer shall use commercially reasonable, good faith efforts to notify Seller in advance of any meetings or telephone conferences with City representatives that in any way pertain to the Preliminary Entitlement Confirmation, and shall afford Seller the opportunity to have a representative present. If, despite commercially reasonable, diligent and good faith efforts, Buyer is unable to obtain a Preliminary Entitlement Confirmation or before ninety (90) days after expiration of the Feasibility Period (the "Preliminary Entitlement Confirmation Deadline"), and
elects to terminate this Agreement by written notice to Seller on or before the Preliminary Entitlement Confirmation Deadline, as a result thereof, Buyer's Deposit shall be immediately returned to Buyer and Seller shall reimburse Buyer for Buyer's actual out-of-pocket costs and expenses incurred in connection with its efforts to obtain the Preliminary Entitlement Confirmation (and not for other Feasibility Period matters) in an amount not to exceed Four Hundred Thousand Dollars ($400,000.00), as evidenced by paid invoices with reasonable backup documentation (the "Preliminary Entitlement Reimbursement"). Within ten (10) business days after payment by Seller of the Preliminary Entitlement Reimbursement to Buyer, Buyer shall deliver or cause to be delivered, copies of all of Buyer's Entitlement Work Product (as hereinafter defined). For purposes of this Section 4(d), "Buyer's Entitlement Work Product" means all site planning, development, platting and public improvement plans prepared by Buyer related to the Project, including any application materials related to the Preliminary Entitlement Confirmation or the Project Approvals, but not including Buyer's proprietary, privileged, or confidential information or Home plans. Buyer shall (a) take such actions and pay any legitimate outstanding sums as may be necessary to preclude any claim against Seller or the Property for any sums owing for the preparation of Buyer's Work Product, and (b) use reasonable efforts to obtain within ten (10) business days after Seller gives Buyer its written request, such consents as may be reasonably necessary to enable Seller to utilize Buyer's Work Product; provided, that Buyer shall not be responsible for any party or consultant's refusal to provide any such consent. Buyer's Work Product shall otherwise be assigned "as is," without any representation or warranty by Buyer with respect to the accuracy or completeness of its contents. To the extent Buyer's Work Product can be assigned, Buyer's Work Product shall be deemed assigned to Seller upon the termination of this Agreement under this Section without the execution of any additional documents. The foregoing terms for the benefit of Seller shall survive the termination of this Agreement.

Project Approvals. From and after the Effective Date, Buyer, at its sole cost and expense, shall use commercially reasonable, diligent and good faith efforts to obtain all necessary approvals from the City and all other applicable Authorities on or before that date which is twelve (12) months after the Effective Date (the "Project Approval Period") for the following: (i) a PUD, with applicable zoning overlay; (ii) a Subdivision Improvement Agreement for the Project; (iii) a Final Development Plan for the Property; (iv) a final plat or plats for the Property in connection with Buyer's development of the Project to be recorded in the Clerk and Recorder's Office of the County of Larimer; and (v) engineering and construction drawings and plans related thereto (collectively, the "Final Plat") (all of which will be referred to collectively as the "Project Documents"). The approval by applicable Authorities of the Project Documents, shall be referred to herein as the "Project Approvals." If required by the City, the Project Documents will be submitted to the Authorities under Seller's name as owner of the Property. The Parties acknowledge that Ray Baker will represent Seller on behalf of the Project and shall support, cooperate and assist Buyer in obtaining the Project Approvals, at no out-of-pocket cost to Seller; provided, however, that Buyer will be the "front" spokesperson for the Project with the City and will liaison with the City on behalf Of the Project. Buyer agrees to use commercially reasonable efforts to keep Seller reasonably informed of the status of its efforts to obtain the Project Approvals. The Parties acknowledge and agree that the Closing shall be conditioned on Buyer's ability to obtain the Project Approvals on or before the expiration of the Project Approval Period.

In the event Buyer is unable to obtain approval of the Project Documents, despite using diligent efforts, prior to the expiration of the Project Approval Period for reasons beyond Buyer's reasonable control, Buyer may elect to either (i) terminate this Agreement upon written notice to Seller prior to the expiration of the Project Approval Period and thereafter the Parties shall have no further rights or obligations hereunder, except for those which expressly survive termination, or (ii) waive its contingency in writing prior to the expiration Of the Project Approval Period to obtain the Project Approvals and proceed to Closing, and this Agreement remains in full force and effect, or (iii) request in writing within twenty (20) days before the expiration of the Project Approval Period a one-time extension of the Project Approval Period and the Closing Date for a period of time not to exceed ninety (90) days. Notwithstanding the foregoing, Buyer will not be obligated to fund or continue with the entitlement and platting process if, in Buyer's sole but reasonable
discretion, Buyer determines during the Project Approvals Period that the City will not approve the
Final Plat in conformance with Buyer's Initial Concept Plan.

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

(g) District. Seller hereby acknowledges and agrees that Buyer may elect, and hereby retains the right, at its sole and absolute discretion any time after Buyer has delivered its Suitability Notice to create a new metropolitan district controlled initially by Buyer or its Affiliates, to which the Project will not be subject until after Closing for the purpose of funding public improvements and/or provide covenant enforcement and maintenance services for the Project as approved by the City (the "District"). Upon the inclusion of the Property within the boundaries of such District after Closing, the Project shall be subject to any and all levies and facilities fees assessed against the Project from such District. Any agreements or documents...
carrying out the intent of this Section may be recorded against the Project at Closing, but not prior to Closing. Subject to the terms of this Section, Seller will not object or otherwise challenge inclusion of the Property now or in the future into the District. However, Seller will not actively participate in Buyer's efforts to obtain approval of the District by the City. The Parties further acknowledge and agree that the Closing shall not be conditioned on Buyer's ability to obtain approval of the District by the City.

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

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

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

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

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

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

(e) All real estate taxes, and all other public or governmental charges and public or private assessments against the Property which are or may be payable on an annual basis (including metropolitan district, sanitary commission, benefit charges, liens or encumbrances for sewer, water, drainage or other public improvements whether completed or commenced on or prior to the Effective Date or subsequent thereto), shall be adjusted and prorated between the Parties as of the day prior to Closing and paid by Seller at Closing (as a credit to Buyer) and shall from and
after Closing be assumed and paid by Buyer, whether or not assessments have been levied as of the date of Closing. Any tax proration based on an estimate shall be final. The obligation to adjust shall survive Closing.

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

7. Title and Survey.

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

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

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

(d) Updated Commitment. The Commitment shall be updated, together with legible copies of any additional matters identified therein, and shall be delivered to Buyer no less than ten (10) days before the Closing Date, unless there are no additional matters listed as Schedule B-2 exceptions in which case the update may be delivered at the Closing. Unless caused by Buyer or its employees, agents, contractors or subcontractors, if any updated Commitment discloses any new requirement, defect, encumbrances or other adverse matter that is not a Permitted Exception,
then Buyer shall notify Seller in writing of the new title defects on or before Closing. The procedures set forth in Section 6(c) shall be applicable to any such new title defect, and if necessary, the Closing Date shall be extended accordingly.

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

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

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

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

(ii) terminate this Agreement, and upon such termination the Deposit shall be returned by Escrow Agent to Buyer, and the Parties will have no further rights, obligations and liabilities hereunder, except those rights, obligations and liabilities that expressly survive termination; provided however, if such Additional Title Matter is caused by an act of Seller after the date hereof and is not otherwise contemplated by this
Agreement, or is a matter which Seller agreed in writing, or was obligated, to cure, then Seller shall be in default hereunder and Buyer shall have Buyer's rights and remedies under Section I I (b) hereof.

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

(h) Permitted Exceptions. If this Agreement is not terminated pursuant to Section 4(b), the term "Permitted Exceptions" shall mean (i) taxes and assessments for the year of Closing and subsequent years, a lien not due and payable, (ii) any matter that is disclosed in the Initial Title Materials or any Additional Title Matter which is disclosed in any updates or supplements to the Initial Title Materials and to which Buyer does not object in accordance with Sections 6(c) or (g) or to which Buyer objects but subsequently waives (or is deemed to have waived) its objection, or consents to title insurance over such matter, (iii) the Final Plat and the Project Documents, (iv) any easements to any special or metropolitan districts, utility providers, and governmental and quasi-governmental entities required in connection with the Final Plat or the Project Documents, (v) any title exceptions or encumbrances which are created by, through or under Buyer, or which are otherwise created, approved or waived by Buyer, (vi) that certain Option and Site Lease Agreement dated May 1, 2002, by and between The Colorado State Board of Agriculture acting by and through Colorado State University, a state institution of higher education, and Qwest Wireless, L.L.C., a Delaware limited liability company, and (vii) that certain Lease Agreement dated July 29, 2011, by and between Colorado State University and the City. Notwithstanding the foregoing terms of this Section 6(h), the following items shall be excluded from the definition of "Permitted Exceptions": (1) any delinquent taxes or assessments, (2) mechanics liens, mortgages, or deeds of trust caused by
Seller, (3) the standard printed exception relating to mechanics liens caused by Seller, (4) any Other standard printed exceptions which the Title Company has agreed to delete or will delete pursuant to an issued endorsement, which Seller expressly agrees to pay.

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

9. **Seller's Conditions Precedent to Closing.** Seller's obligation to complete Closing shall be conditioned upon the satisfaction (or Seller's written waiver thereof) of the condition precedent set forth in this Section 8. Seller shall be entitled to waive, in writing, the condition precedent set forth herein. In the event that the condition precedent to Closing has not occurred on or before the Outside Closing Date, Seller may, at Seller's option exercised by written notice to Buyer, (i) extend the Closing for an amount of time. equal to the time it takes the responsible Party, utilizing good faith, best efforts, to satisfy the condition precedent for Closing, but no later than as specified in Section 1(ii), or (ii) terminate this Agreement, in which event the Deposit shall be returned by Escrow Agent to Buyer, and, unless the failure of the subject condition precedent to Closing is due to the default of Buyer, which will be subject to the provisions of Section 1 I(a), neither Party shall thereafter have any liability to the other hereunder, other than those liabilities and obligations which by the express terms of this Agreement are intended to survive such termination. The condition precedent is as follows:

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

10. **Buyer's Conditions Precedent to Closing.** Buyer's obligation to complete Closing shall be conditioned upon the satisfaction (or Buyer's written waiver thereof) of each of the conditions precedent set forth in this Section 9. Buyer shall be entitled to waive, in writing, each or any of the conditions precedent set forth herein. In the event that all conditions precedent to Closing have not occurred on or before the Outside Closing Date, the Parties agree that Buyer may, at Buyer's option exercised by written notice to Seller, terminate this Agreement, in which event the Deposit shall be returned by Escrow Agent to Buyer, and, unless the failure of the subject condition precedent to Closing is due to the default of Seller,
which will be subject to the provisions of Section 11(b), neither Party shall thereafter have any liability to the other hereunder, other than those liabilities and obligations which by the express terms of this Agreement are intended to survive such termination. The conditions precedent are as follows:

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

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

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

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

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

12. Default.

(a) Buyer Default. If Buyer is the defaulting Party, because of the difficulty in calculating damages, the Parties agree that Seller's sole and exclusive remedy at law or in equity shall be limited to the right to terminate this Agreement, to draw completely down the Letter of Credit held by Escrow Agent, and to retain the Deposit as provided in Section 3(a) as liquidated damages, and the Deposit shall be forfeited. Other than the specific remedy expressly set forth in this Section 11(a) and except for the indemnities contained in Section 4(c), Seller hereby waives any and all right and remedy, at law or in equity, to which Seller may otherwise have been entitled by reason of Buyer's default, including any right in equity to seek specific performance of this Agreement by Buyer and any right at law to seek damages from Buyer.

(b) Seller Default. If Seller fails to consummate Closing in breach of this Agreement, the Parties agree that Buyer shall have the right to elect, as its sole and exclusive remedy at law or in equity, to (i) waive such default or breach and proceed with the purchase of the Property pursuant to the remaining terms and conditions of this Agreement without any reduction of or credit against the Purchase Price; (ii) terminate this Agreement and receive a prompt return of the Deposit and reimbursement from Seller of Buyer's out-of-pocket expenses incurred in connection with this Agreement, including, without limitation, Buyer's Entitlement Costs, not to exceed $250,000.00; or (iii) pursue specific performance under this Agreement provided that such action must be commenced within ninety (90) days following Buyer's discovery of Seller's material
default under this Agreement. In the event of any default by Seller, or in the event Buyer shall be entitled to terminate this Agreement, or this Agreement shall otherwise terminate in accordance with the provisions hereof, the Deposit shall be immediately returned to Buyer as provided in Section 3(a), but such payment shall not limit Buyer's rights and remedies set forth above. Other than the specific remedies expressly set forth in I I(b) and I I(d), Buyer hereby waives any and all right and remedy, at law or in equity, to which Buyer may otherwise have been entitled by reason Of Seller's default, including any right at law to seek damages from Seller, except as specified herein.

IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY PUNITIVE, SPECULATIVE OR CONSEQUENTIAL DAMAGES. EXCEPT AS PROVIDED IN SECTION 18(t), IN NO EVENT SHALL BUYER BE ENTITLED TO RECORD THIS AGREEMENT OR ANY OTHER DOCUMENT OR (EXCEPT IN THE EVENT OF A DISPUTE ARISING OUT OF THIS AGREEMENT AS NEEDED TO ENFORCE ITS RIGHTS UNDER THIS AGREEMENT) AS A LIS PENDENS AGAINST THE PROPERTY.

(c) Cure Period. Notwithstanding the provisions of Sections 1 (a) and (b) above, no default by either Party hereto shall result in a termination or limitation Of any rights of such Party hereunder unless and until the other Party shall have notified the defaulting Party in writing of said default, and the defaulting Party shall have failed to cure said default within ten (10) days after the receipt of said written notice.

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

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

14. Mutual Representations. To induce each other to enter into this Agreement, each Party hereby represents and warrants to the other that (i) it has been duly authorized and empowered to enter into this Agreement and to perform fully its obligations.
hereunder, (ii) such obligations constitute the valid and binding obligations of such Party, enforceable in accordance with their terms, (iii) that, except as expressly provided in this Agreement, no further consents of any other person, entity, public body or court are required in connection with this Agreement and the performance of all obligations hereunder, and (iv) it has not used the services of any real estate agent, broker or finder with respect to the transactions contemplated hereby.

15. **Warrenties and Representations.**

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

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

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

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

(iv) **Litigation.** There is no foreclosure action or litigation, arbitration or proceeding pending, or to Seller's Actual Knowledge, threatened before any court or administrative agency or any other condition that relates to or affects the Property, Seller's interest therein, Seller's performance hereunder, or Buyer's intended use of the Property, or which will result in a lien, charge, encumbrance or judgment against any part of or any interest in the Property.
(v) **Organization.** Seller is validly existing under the laws of the State Of Colorado and has full power and authority to sell the Property.

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

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

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

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

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

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

(xii) **Documents.** The copies of the Documents furnished to Buyer pursuant to this Agreement are true and complete copies of the documents they purport to be. To the extent any of the Documents were not prepared by Seller, Seller is making no warranty as to the accuracy or quality of work included therein.
For the purposes of this Section 14(a), the phrase "Seller's Actual Knowledge" and words of similar import shall mean the present, actual knowledge, without additional inquiry or investigation being taken, of Lynn Johnson (the "Representative"). The foregoing reference to the Representative is solely for the purpose of establishing the contractual standard for Seller's knowledge. The Representative is not undertaking, and does not have, any personal obligation or liability to Buyer in connection with this Agreement.

(b) **Survival.** The representations and warranties of Seller set forth herein shall be true as of the Effective Date and the date of Closing and shall survive Closing for a period of one (1) year (the "Warranty Expiration Date"). Seller shall notify Buyer in writing immediately if any representation becomes untrue or misleading in light of information obtained by Seller after the Effective Date. Notwithstanding anything in this Agreement to the contrary, after Closing and subject to the Warranty Expiration Date above and the terms of Section 18(e) below, except for claims based upon fraud, the maximum aggregate liability of Seller, and the maximum aggregate amount which may be awarded to the collected by Buyer under this Agreement or any documents executed pursuant hereto or in the connection herewith, will under no circumstances whatsoever exceed two percent (2%) Of the Purchase Price ("Maximum Seller Liability"). This indemnification is in addition to any remedies set forth in Section 11.

**Buyer's Warranties and Representations.**

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

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

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

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

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

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

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

(a) Calculation of Additional Purchase Price. "Additional Purchase Price" shall mean:

(b) 

(i) 

(ii) 

(iii) 

(iv) 

(v)
(c) Payment of Additional Purchase Price.

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

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

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

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

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

16. Ancillary Covenants.

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

SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL
LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY, AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.

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

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

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

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

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

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

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

THE BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THIS PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.
(d) Interstate Land Sales Full Disclosure Act and Colorado Subdivision Developers Act Exemptions. It is acknowledged and agreed by the Parties that the sale of the Property will be exempt from the provisions of the Federal Interstate Land Sales Full Disclosure Act under the exemption applicable to sale or lease of property to any person who acquires such property for the purpose of engaging in the business of constructing residential, commercial or industrial buildings or for the purpose of resale of such property to persons engaged in such business. Buyer hereby represents and warrants to Seller that it is acquiring the Property for such purposes. It is further acknowledged by the Parties that the sale of the Property will be exempt under the provisions of the Colorado Subdivision Developers Act under the exemption applicable to transfers between developers. Buyer represents and warrants to Seller that Buyer is acquiring the Property for the purpose of participating as the owner of the Property in the development, promotion and/or sale of the Property and portions thereof.

17. Confidentiality.

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

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

(c) Legally Required Disclosure. The Seller's obligations under this Section 17 are to the extent permitted by the Colorado Open Records Act ("CORA"). In the event a Recipient or any of its Representatives is required by law, regulation or court order to disclose any of the corresponding Disclosing Party's Confidential Information, such Recipient shall
promptly notify the Disclosing Party in writing prior to any party making any such disclosure so that the Disclosing Party, at its sole expense, might seek a protective order or other appropriate remedy from the proper authority. Each Recipient agrees to cooperate with the corresponding Disclosing Party in seeking any such order or other remedy. Each Recipient further agrees that if the corresponding Disclosing Party is not successful in precluding the requesting legal body or authority from requiring the disclosure of any Confidential Information, such Recipient or its Representatives will furnish only that portion of the Confidential Information that it is legally required to be disclosed and will exercise its reasonable best efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information in such proceeding.

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

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

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

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

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

18. Gengml.

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

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

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

(d) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective legal representatives, successors and assigns. Buyer shall not have the right to assign the Agreement without Seller's prior written consent, which consent may be given or withheld in Seller's reasonable discretion; provided that
Buyer shall in no event be released from any of its obligations or liabilities hereunder as a result of any such approved assignment. Notwithstanding the foregoing to the contrary, Buyer is permitted to assign this Agreement, in whole or in part, without Seller's consent to an Affiliate of Buyer, provided that, (i) assignee assumes Buyer's obligations under this Agreement pursuant to a written agreement in form and substance reasonably acceptable to Seller; (ii) Seller receives a copy of such assignment and assumption agreement on or before three (3) business days prior to Closing and reaffirms all of the representations and warranties of Buyer herein and (iii) Buyer shall remain liable for, and shall not be released from the performance of, Buyer's obligations under this Agreement after such assignment. Whenever reference is made in this Agreement to Seller or Buyer, such reference shall include the successors and assigns of such party under this Agreement. For purposes of this Section, "Affiliate" shall mean an entity that directly or indirectly through one or more intermediaries' controls, or is controlled by, or is under the common control with, the Buyer.

(e) Governmental Immunity. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq., or the Federal Tort Claims Act, 28 U.S.C. 1346(b) and 2671, et seq., as applicable now or hereafter amended.

(D) Choice or Law. Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this Section 18(f) in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Agreement, to the extent capable of execution.

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

(h) Employee Financial Interest. C.R.S. 24-18-201 and 24-50507. The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement.

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

G) Use of "Colorado State University", "CSU" or "Hughes Stadium". Buyer may only state that the Property is located at the former Hughes Stadium site for the purpose of providing information as to the general location of the Property in advertisements concerning the Property or to refer to the Property as the "Hughes Subdivision". Except as hereinabove permitted, Buyer agrees that it shall not use or allow the use of the name "Colorado State University", "CSV" or "Hughes Stadium" in any manner to name, designate, advertise, sell or develop the Property or in any manner or connection with the operations or businesses located or to be located on the Property. The restriction in this Section 18(j) shall survive Closing.
(k) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

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

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

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

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

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

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

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

(r) WAIVER OF JURY TRIAL. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SELLER AND BUYER EACH HEREBY WAIVES RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF THIS
AGREEMENT AND THE RESPECTIVE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO.

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

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

[Signatures on following page.]
IN WITNESS WHEREOF, the Parties hereto have executed under seal this Purchase and Sale Agreement as of the Effective Date.

SELLER:

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

By: ____________________________
Name: Anthony A. Frank
Title: Chancellor
Date: January 30, 2019

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

LEGAL REVIEW:

By: ____________________________
Name: ____________________________
Title: ____________________________
Date: January 30, 2019

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

BUYER:

185709652
LENNAR COLORADO, LLC, a Colorado limited liability company

Name: Daniel J. Nickless
Title: Vice President
The undersigned joins in the execution of the foregoing Agreement for the sole purpose of agreeing to hold and apply the Deposit subject to and in accordance with the terms of the foregoing Agreement.

ESCROW AGENT:

FIDELITY NATIONAL TITLE COMPANY

By:
Name:
Date:
AGREEMENT OF SALE

by and between

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

EXHIBIT

Legal Description of the Property

Beginning at the East quarter corner (E 1/4) of Section 20, Township 7 North, Range 69 West of the
Sixth Principal Meridian; thence South 00° 14' West, 1390.9 feet; thence South 87°59' West, 1473.5
feet; thence South 78°25' West, 1214.3 feet; thence North 00° 28' East, 245 1.0 feet; thence North
57°44' East 66.1 feet, thence on a regular curve to the left with a radius of 336.48 feet, 149.4 feet;
thence North 32° 17' East, 0.2 feet, thence on a regular curve to the left with a radius of 240.99 feet,
133.2 feet; thence North 00°27' East, 111.2 feet; thence on a regular curve to the right with a radius
Of 236.48 feet, 99.5 feet; thence North 86° 023' East, 2437.4 feet; thence South 00° 14' West, 1391.7
feet to the Point of Beginning, subject to existing public road right-of-way running through the
Southeast corner.

EXCEPT that portion conveyed to the City of Fort Collins in Deed recorded November 19, 1998 at
Reception No. 98101735, described as follows: Considering the East line of the Southeast Quarter of
said Section 20 as bearing SOO° 14' 18" W from a aluminum cap in monument box at the East
Quarter corner of said Section 20 to a aluminum cap in a monument box at the Southeast corner of
said Section 20 and with all bearings contained herein relative thereto; Commencing at the East
Quarter corner of said Section 20; thence along said East line, S 00° 14' 1 8" E, I, 153.43 feet to the
Point of Beginning; thence continuing along said East line, S 00° 14' 18" W, 237.64 feet to a point on
the South line of the North half of said Southeast Quarter; thence along said South line, S 88°00'04"
W, 1,473.03 feet; thence N 78°53'33" E, 1,501.23 feet to the Point of Beginning, County of Larimer,
State of Colorado.

A-I
AGREEMENT OF SALE

by and between

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

EXHIBIT

F. scrqw Provisions

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

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

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

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

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

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

by and between

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

EXHIBIT C

Eorm Deed

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

SPECIAL WARRANTY DEED

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

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

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

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

GRANTOR:

Rebecca W. Dow, Esq.
Holland & Hart LLP
P.O. Box 8749
Denver, CO 80201
THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, acting by and through COLORADO STATE UNIVERSITY
By: ________________________________
Name: ________________________________
Its: ________________________________

STATE OF COLORADO
COUNTY OF __________________

The foregoing instrument was acknowledged before me this _____ day of ___________________.
20—, by as _______________ — _______________ the Board of Governors of the
Colorado State University System, acting by
and through Colorado State University.

WITNESS my hand and official seal.

Notary Public

My Commission Expires:

1 SEALI

Exhibit A

Special Warranty Deed Legal Description of Property

[To be inserted prior to Closing]
Exhibit B to
Special Warranty Deed

Permitted Exceptions

I. TAXES FOR THE YEAR 20 AND SUBSEQUENT YEARS.

[TO be inserted prior to Closing]
by and between

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

EXHIBIT p

Closing Documents to be Delivered to Buyer

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

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

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

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

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

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

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

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

Closing Documents to be Delivered to Seller

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

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

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

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

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

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

Permitted Exceptions

[to be inserted during Feasibility Period]

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

Buyer's Initials

Date Agreed:

-------------------

Seller's Initials

AGREEMENT OF SALE

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

LENNAR COLORADO, LLC, as Buyer

EXHIBIT F

Additional Obligations of Seller

(Insert, if any during the Feasibility Period.]
by and between

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

EXHIBIT G

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

buyer's Address: Lennar Colorado, LLC
9193 S. Jamaica Street, 4th Fl.
Englewood, CO 80112
Attn: Daniel J. Nickless, Land President
Telephone: 303-486-5063
Email: daniel.nickless@lennar.com

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

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

seller's Address: Colorado State University c/o Colorado State University Research Foundation 2537 Research Blvd., Suite 200
Fort Collins, CO 80526
PUBLIC COMMENTS RECEIVED
NOVEMBER 6, 2019 THROUGH MARCH 10, 2020

With a CODV

Marc C. Diamant, Esq.
Brownstein Hyatt Farber Schreck, LLP
410 17th st., 22nd Floor
Denver, CO 80202-4437
Telephone: 303-223-1132
Email: mdiamant@bhfs.com
by and between
THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY
SYSTEM, acting by and through COLORADO STATE UNIVERSITY, as Seller and
LENNAR COLORADO, LLC, as Buyer

EXHIBIT H

Additional Purchase Price Payment Schedule

[See attached.]
CALCULATION OF ADDITIONAL PURCHASE PRICE

Lot No.  
Plan No.  
Address:  
Closing Date:  

by and between
THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY
SYSTEM, acting by and through COLORADO STATE UNIVERSITY, as Seller
and
LENNAR COLORADO, LLC, as Buyer
EXHIBIT 1
Form or Leger or Credit
(See attached.)
November 17, 2019

Communication to City Council Members:

Ross Cunniff, Emily Gorgol, Susan Gutowsky, Julie Pignataro, Kristin Stephens, Ken Summers, and Wade Troxell

Thank you Councilmembers Cunniff, Gutowsky and Pignataro for listening to the Fort Collins community on November 5, 2019, and for voting against the proposed zoning submitted by the City Planning Department. Unfortunately, your job is not over yet. The zoning of the former Hughes Stadium Site (Hughes Property) must be given another vote at the second reading on November 19, 2019. We respectfully request the vote be proposed by one of you!

The process for reaching decisions regarding critical zoning issues that impact the livability of the residents of the City of Fort Collins is unfairly weighted toward the City Planners and their recommendation. Yes, the community provides public statements; however, the community does not get to question the City directly, and cannot challenge statements made or information omitted. There was a clear need to clarify, question and rebut several misinformed points made at the Council meeting on November 5th during the discussion and deliberation process.

At the November 5 meeting, when Cameron Gloss was asked about density on the Hughes Property, he stated that he thought “about 550 units” would be the most that could be built there. What he didn’t say AND avoided with every answer is that once the zoning is approved, as long as the plan submitted by the builder meets minimum code, the City has no control over how many units will be built. Why didn’t someone ask Mr. Gloss to take out his calculator and determine, under the proposed zoning, the maximum number of units that could be built. The community had their calculators out and easily figured out that well over 800 dwellings and up to 996 could be built on the LMN zoned area alone. He minimized the very likely possibility of maximum development of the area to “sell” this recommendation to City Council when he stated that a “maximum of 550” units would be constructed. This is especially disconcerting when you review that the purchase contract of the Hughes property from Lennar stipulates the construction of a minimum of 600 units. Furthermore, and even more disconcerting, is the fact that CSU will gain tremendous payouts for any construction of more than 625 units, and incur monetary penalties for lesser density below 600 units. So, Mr. Gloss knowingly misled both Council and the community. Mr. Gloss has been a part of this all along in an ethically dubious role since the RFP process was undertaken, despite a recent memorandum stating that he “only consulted “ on the zoning rules of the City.

While several members, especially Mayor Troxell and Mr. Gloss, stipulated that the meeting on November 5th was to determine zoning and NOT development, it is unmistakable that the zoning has everything to do with future development, as evidenced by the now-public purchase contract between Lennar and CSU. In fact, it is also well known that the proposal brought forth by the City Staff allows for the Lennar plan to continue as is for ½ of the parcel of Hughes.

The reason for the “plumb bob” dividing line along the already developed areas to the west of Overland Trail and “City Plan” that was developed AFTER the purchase contract between CSU and Lennar, (ever so conveniently) is to facilitate the maximum density, and thus financial gain, to support
CSU’s financial deficit from the new stadium. LMN, by definition, supports development parcels of 80-160 acres. Hence, anything less than 80 acres, despite the “lay of the land” of 10% mixed use housing to the west of Overland Trail, could not possibly apply given the LMN criteria.

At numerous meetings, where the Hughes Property was discussed, City employees stated they did not know the details of the purchase agreement between CSU and Lennar. Not only is it known that City Planners were involved in the process, but the purchase agreement has been made public via a CORA request. However, giving the benefit of the doubt, let us enlighten you on the highlights of the attached, redacted purchase agreement:

1. CSU’s financial gain comes in the form of an initial purchase price of $10M for the property alone. Furthermore, CSU receives $16K, for every dwelling over 625, and an additional redacted amount of money (aka, “added purchase price”) each time a dwelling is sold. This was not divulged to the community and not available until the CORA request was made and published. This serious omission about the financial details, although a private deal, constitutes a violation of good faith with the residents of Fort Collins, and a deliberate lack of transparency.

2. The purchase contract also includes a credit to Lennar from CSU of $16K for each unit less than the minimum of 625 units up to $400,000. CSU isn’t going to reduce their $10 million sale for less density.

3. CSU stated in their RFQ that one objective for development applicants was to provide for “affordable workforce housing” among other objectives involving City and community integration. However, the current Lennar proposal does not provide for either affordable or attainable housing. If CSU is so concerned about providing workforce housing, why did they NOT REQUIRE affordable housing as part of the purchase agreement? Obviously, the offer of $10 million PLUS incentives was enough to override that goal. Incidentally, housing owned by CSU on Elizabeth rents for $1000+ / month for a 1-bedroom/ 1-bathroom apartment. This clearly shows the glaring lack of commitment of CSU to provide affordable housing.

There is a weak and unconvincing argument being promulgated that suggests that more density = more affordability. The average home price with the current Lennar proposal is $433K. When you consider that the price per acre of Hughes property falls between $60K to $83K (depending on total versus “developable” acres of approximately 121 acres), then tack on the City building “fees” for infrastructure of up to $85/SF unit, it is impossible that any unit would fall under $300K. Not only is this NOT affordable, but it is NOT attainable by most workforce employees in any industry.

When Mr. Gloss was asked by a Council member at the November 5th Council meeting what maximum density the LMN zoning would allow, he stated he didn’t have a calculator to figure it out. As the City “development consultant,” he knew the contents of the Lennar and CSU purchase contract. How does he then share to the community and Council that the development would be a “maximum of 550 units”? We don’t need a calculator, 550 IS LESS THAN 625!

The Hughes site, as described by many, is a valuable and historical part of Fort Collins. Even as you are reading this letter, this special location is undergoing vital biological and physical processes that will return it to its natural and original condition despite all that has been reaped from it. Despite the special and beloved nature of the Hughes site, the City keeps forcing only sprawling and dense housing
options upon us. So many great ideas have been presented as options, but no one is listening to those suggestions or even considering alternatives. The most reasonable and acceptable compromise was put forward by our P&Z Board, a volunteer board of our peers who was despicably thrown under the bus by Council’s decision to accept the City Staff’s proposal.

The P&Z board thoughtfully deliberated and decided upon the recommendation of a Residential Foothills District with Clustered development on the entire property. This designation would provide the best overall compromise for open space and wildlife advocates, particularly if any residential units to be constructed were limited to 1 unit per 1 acre (an acreage limitation allowed under “Clustered” zoning), and if the residential development was contiguously clustered to the eastern-most aspect of the property near Overland Trail. The rest of the property to the west could be conserved as open lands/green space with public trails and rights-of-way for hikers and cyclists. Furthermore, and most importantly, it should be noted that an RF District designation also provides for desirable uses, other than residential development, that are extremely beneficial to the overall community in Fort Collins. Just a few of those institutional, civic and public uses include urban agriculture, neighborhood parks and recreation and open lands, a wildlife education and rehabilitation center, and a small solar energy park. Many of these non-residential uses in the RF District could serve as invaluable educational and recreational opportunities for ALL residents of, and visitors to, Fort Collins.

Certainly and agreeably, Council members would like to see a resolution to the Hughes development issue. Community members would also like to move on. Countless hours have been invested by all and much frustration has been incurred. The Fort Collins community, in EVERY meeting ever held on this issue, have spoken LOUD and CLEAR that high density housing is NOT what should be developed on this prime and beloved property.

We can do SO much better than what the City Staff is recommending - dense and sprawling housing in an LMN/RF district at the base of our foothills. There is an agenda here, and we all know it. And, it is wrong.

Please STOP the VOTE! Additionally, we respectfully request that one of you initiate the second vote and support the Planning and Zoning Board’s recommendation of clustered RF on the entire Hughes parcel.

Sincerely,

PATHS of Fort Collins
Planning Actions To Transform Hughes Sustainably
November 17, 2019

Communication to City Council Members:

Ross Cuniff, Emily Gorgol, Susan Gutowsky, Julie Pignataro, Kristin Stephens, Ken Summers, and Wade Troxell

I am writing in preparation for the upcoming City Council meeting scheduled November 19, 2019 and specifically on agenda item regarding the second reading of the Hughes Re-Zoning. One cannot even begin to discuss comments in enough detail to make a point in 2 minutes and I am hopeful that you will all read my letter.

I am respectfully asking for a second vote that would rescind the initial vote from November 5, 2019 and accept the recommendation of RF / clustered zoning as put forth by the Planning and Zoning Board for the Hughes site.

As I have mentioned in commentary in previous meetings, I am very concerned about the proposed zoning to a high-density proportion for the Hughes site. I am also very concerned about the lack of transparency that has been the underlying theme of this whole charade.

First, CSU held community hearings to discuss the sale of the land and obtain community input. While OPEN SPACE was the underlying response of the community as a whole, comments were cast aside and the community heard no feedback. Meanwhile, CSU posted an RFQ soliciting buyers for the property. According to City Staff, CSU refused to discuss selling this area to the City of Fort Collins. Lennar was the offering developer. Little was known about the purchase agreement other than a sales price of $10 million. (A pretty hefty price considering City Staff feel it has little value). It was not until a CORA request of the contract was publicized and community members learned of the additional “hidden” financial incentives for CSU that would “seal the deal” for a high-density housing project. Interesting that the RFQ mentioned a plethora of objectives that were not included in Lennar’s purchase contract.

CSU requested the Hughes parcel to be placed into T-Transition and become annexed by the City. At this time, and by this request, this property and development planning became the rights of the community to comment and have input on development and zoning.

AFTER the contract negotiations were underway for the purchase of the Hughes site, along comes the City Plan to identify growth areas and “Place Types” and report that these were voted on by citizens in our community; many still do not understand what the term “Place Types” means much less what they represent in the City Plan.

More meetings and testimonies, all a charade from the perspective of many. Community members commented, gave insights and ideas, asked questions, and tried to be supportive of ANYTHING OTHER THAN HIGH DENSITY development. Then, the City Planning Dept, at a meeting in August, presented 5 development choices and asked citizens to choose between
them. ALL HOUSING DEVELOPMENTS WITH HIGH DENSITY OPTIONS. There were no choices to incorporate open space, community centers, lower density options. It was a choice between 5 evils. Not to mention, misrepresentation of the potential density of each of the 5 proposed developments to further sway choice; to collect data points to document the “community preference” for the Hughes site.

More recently, and even at the November 5th meeting, there has been “cover up” and “back tracking” by the City Planning Department. When Mr. Gloss presented his updated version of the zoning proposal of LMN/RF, he somehow included new data that he gathered from previous public criticism of his plan. In fact, for the November 5th presentation, he referred to a new air quality study, apparently from 2014 instead of the previous data reported from 1985. With this revised presentation to Council, there were several issues that needed clarification or rebuttal due to omission or inaccurate statements. One example was when Mr. Gloss stated that the maximum number of houses that would be built with the proposed plan was 550. Later, he sent out a corrected statement with “theoretical” scenarios that confirm over 1000 units as presented by the community in testimony. This was a conscious understatement in order to get Council buy-in and ratification. It is not fair that the Fort Collins community members can’t comment when these situations occur. Mr. Gloss also mentioned that there were 6 egresses out of the proposed Lennar development (many community members voiced safety concerns) however, in my review of the plan, I only see 2 egresses; one on Overland and one on Dixon. There is an area designated to the north as “future development access” which intersects private property and cannot be included as an exit / egress. In this same meeting on November 5th, there was even more citizen testimony against the City Staff proposal of LMN/RF in a 50/50 split. Three supporters (less than 10% of testimony presented) testified in support of this plan and all had financial incentives associated with the high density.

Mr. Gloss’s determination of the “lay of the land” and to justify the 50/50 split of the parcel is arbitrary and comes with purposeful intent to meet criteria of LMN for 80 to 160 acres. If the division of the property was anything less than 50% (or 80 acres), LMN zoning could not apply by definition.; another “convenience” for this plan of Hughes. Even when one looks at the map of the proposed Lennar plan, there is no comparison to the surrounding areas west of Overland Trail. This was also pointed out at the November 5th meeting by citizens.

There is no separation between the zoning and the Lennar plan on the Hughes site. They are intertwined. The City Planning Dept. has an agenda to make the project with Lennar a GO.

We have learned of hidden financial incentives; there may be more we are not aware of yet. There have been acknowledgements of “off line” communications between CSU, Lennar, and the City Planning with emails being sent out and more. There has been possible conflict of interest by some of the Council members and whether a “legal” conflict or not, there is definitely the appearance of at least “social” conflict by members that have employment affiliations with CSU. There has been misrepresentation and omission of pertinent data. There has been promises that cannot be guaranteed in many facets as well. This is WRONG.
The citizens of Fort Collins have entrusted all of you to make choices and decisions that will be in our best interests as community members of our Choice City. It is unfortunate that so many citizens have VOICED comments only to fall on deaf ears. In fact, many citizens have given up hope of any democratic process in the final zoning determination; they feel the decision has already been made at the get go. I appreciate that Council members Cunniff, Gutoswky and Pignataro are LISTENING to their constituents and understand what a rash decision today can do to the future of tomorrow.

The P & Z Board’s recommendation of RF clustered should be respected and recognized as a thoughtful and appropriate compromise between all interested parties. RF zoning will allow for some creative and community service options to be integrated without high density and all of the associated negative impacts to the area.

HEAR OUR VOICES; STOP THE VOTE AND PUT A SECOND VOTE ON THE TABLE! VOTE FOR THE PEOPLE OF FORT COLLINS AND FOR THE BEAUTY WE HAVE IN OUR FOOTHILLS. I respectfully request that you over-turn your decision to zone the Hughes site as a 50/50 split of LMN and RF clustered and instead support RF clustered for the entire parcel.

Thanks for your time and consideration. I will see you on the 19th.
Sincerely,

Tamra Meurer
Fort Collins Citizen (since 1983)
80525
From: Carroll & Jan Morony <jancar68@comcast.net>
Sent: Monday, November 18, 2019 7:28 AM
To: Ross Cunniff
Subject: Hughes stadium property

Hello Ross,

We live in the Hughes stadium area and hope you will change your vote and vote in the affirmative for the Hughes stadium property zoning. We do not think that the area should be open space/natural area because we already have natural areas and parks to service our area and other areas of the city are in need of money spent to give them parks and natural areas. Does the city have the funds to develop and maintain this area as a natural area when other areas of the city should be a priority for parks development? We see a lot of "NIMBY" and "the council doesn't listen to us because the vote didn't go our way". The city needs more homes. This ordinance is much better than what was proposed by the developer. We all need to take a broader view of what's best for the city and not just for "my neighborhood".

Carroll and Jan Morony
Hi Fort Collins City Council,

I'm writing to ask you to vote "no" on the rezoning of the Hughes Stadium area, as well as any proposal to build a development there.

The property is prime Open Space and should be used for that purpose, not packed in with housing that would further degrade the surrounding Open Space, increase GHG emissions, create more air pollution, create more noise pollution, and create more traffic. Cramming dense housing in areas of town where neighbors don't want it, or where it degrades nature, is a terrible decision. Further, this proposal does zero to create more affordable housing in Fort Collins.

The biosphere around us is our life-support system – protecting the non-human world is the single biggest step we can take to ensure our own survival. Stop pounding more housing and unwanted development into Fort Collins.

Thank you,

Gary Wockner  
516 N. Grant Ave.  
Fort Collins, CO 80522

--
Gary Wockner, PhD  
Environmental Activist, Scientist, Writer  
Author: "River Warrior: Fighting to Protect the World's Rivers" (2016)  
Web: http://GaryWockner.com  
Email: Gary@GaryWockner.com  
Phone/WhatsApp: 970-218-8310
Cameron, Sylvia,

I am unable to attend tonight’s meeting due to work schedule. I would like to ask a couple questions and voice my concerns which I would be hopeful you can pass along.

Question 1: Just how many people would this development add to the area?

Question 2: How much will auto traffic be increased in the area?

Question 3: Does the city plan to improve roads including adding additional traffic lanes for automobiles on Drake, Overland Trail, Mulberry St. and Possibly Elizabeth to help with congestion?

Question 4: Who is the developer and or owners of this property? I cannot see anything that gives us this information.

My concerns: I have lived in this neighborhood for over 4 decades. I have seen two lane roads reduced to one lane each way for traffic to make room for bike lanes. Adding more traffic to this area without going back to the four lanes where possible will cause congestion and a recipe for increased risk of auto/bike accidents.

Additionally, I feel that the bike lanes created on Mulberry and recently on Vine are outrageously insane. I have never seen such planning in any other city I have visited, and I have visited my share. This attempt and approach to give bicyclist wide lanes going both ways does nothing for us who rely on auto transportation. I am concerned that the city will attempt to add more bike lanes and separation which is not good for traffic. I will add that since the bike lanes on Mulberry and Vine it has doubled my time to get from Overland Trail to Shields due to increased traffic. The lanes do not line up, they are now narrow, stripping is pitiful and due to weather and people hitting some of the separation devices, they look ghetto, filthy and hideous.
I am also concerned about crime. Crime follows population and the area is already known for higher crime close to this proposed site. I feel that clustered apartments, four plexes and such will add to the crime rates in the area.

What I feel would be more suitable for the space is guaranteed 50% open park/nature and single family homes on large lots double or triple the size of most neighborhoods. Those homes would perhaps be larger single family homes and would allow the site to be developed in a manor better suited for the site and close neighborhoods.

Please do give me answers to my questions and please let my voice be heard on this matter.

Thank you,

Gary Baumann
Hello Emily,

Sunday evenings are a good time to mop up and respond to the week's news and events. Once again, your vote regarding the Stadium development deserves a thank you. More impressive to me are your common sense comments regarding your decision and your vote. You represent me on the Council and I am grateful for your thoughtful consideration of the issues.

Thanks, again.

My best,

Hermi LaPoint
Fort Collins
Dear Mr. Troxell,

RE: Hughes Zoning and Development

I have lived in Quail Hollow for 15 years and along the Front Range for almost 40 years. I remember when the Rams would play at Hughes Stadium Drake (Street) would be turned into a 3-lane and police officers would manually control the traffic lights at Drake and Taft Hill. Anyone living along Drake could barely get in or out of the subdivision, turning into the shopping plaza where Safeway is located was almost impossible.

Access into the Hughes parcel is limited: there IS NO ACCESS from the West, the North, or the South. Not only would the increase of traffic drastically change the quality of life for all those who live between Overland Trail and Taft Hill but it would be catastrophic in case of a fire or flood; both of which have happened in the area of town bordered between Drake and Prospect. I remember the Spring Creek flood of 1997 that took lives of many trapped in the trailer park (this parcel sits directly below Horsetooth Dam). I also remember watching the flames of the High Park Fire and the smaller fires later that year on the West side of Horsetooth Reservoir. Fires and floods DO happen here! Paradise, CA ignored repeated warnings to city planners about exit routes and the geography that contributed to over 85 deaths: "the greatest risk to the ridge communities is from an east wind driven fire that originates above the communities and blows downhill through developed areas." In combination with a reduced number of travel lanes to escape. https://www.latimes.com/local/california/la-me-camp-fire-deathtrap-20181230-story.html

The Hughes site is land-locked and everyone living there will have to get in their
cars to get gas or groceries which, even if the roads were widened, will spew additional carbon exhaust and that would just sit in that geographical pocket as a result of an inversion created by the topography. Just last week as I was returning from Cheyenne, I looked to the West as I crested I-25 South of Wellington and I saw a brownish-blue cloud hanging over West Fort Collins!!

Many residents of Fort Collins and visitors enjoy the trails for hiking and biking along that area that will most definitely be adversely impacted by a high-density housing project like the one proposed by Lennar, adding an additional 1400 cars (2 per 700 units). Lennar doesn't know or care about our community. Hughes parcel was gifted to CSU and due to its location at the base of Horsetooth is truly a gem. This is NOT just another cornfield. My question is, do you care about our community?

I remember visiting Davis, CA when my son was in graduate school (UC Davis, another land grant university) and was so impressed because they have been a good steward with their land use and planning. The town is still a lovely place to visit; not unlike Fort Collins.

Please don’t sell our community to the highest bidder! Choose wisely for our community and for the generations to come. As elected public servants your job is represent and honor the will of the people, NOT kowtowing to the whims of CSU! Also, understand that the will of the people will be reflected at the ballot box during the next election cycle.

Regards,

Melodie Sue Nicholas
As Climate Risk Grows, Cities Test a Tough Strategy: Saying ‘No’ to Developers

By Christopher Flavelle and John Schwartz

Nov. 19, 2019 Updated 9:42 a.m. ET

VIRGINIA BEACH — Glimpsed from a kayak on West Neck Creek, this swampy piece of land, a pocket of red maple and loblolly pine tucked behind growing subdivisions, doesn’t look like the stuff of existential debate.

But this is where Virginia Beach, squeezed between the clamor for new housing and the relentlessness of flooding worsened by climate change, decided to draw its line in the mud.

The city last year became one of a small but growing number of communities willing to say no to developers — despite their political and economic clout — when it rejected a proposal to build a few dozen homes on this soggy parcel of 50 acres, arguing that those homes would be unsafe. The developers sued, accusing officials of making their project a scapegoat as voters clamored for action after disastrous flooding.

This past May, a judge ruled that Virginia Beach was within its rights to stop the development. The city’s experience could become a harbinger for others nationwide.

“It’s a confrontation with reality,” Bobby Dyer, Virginia Beach’s mayor, said in an interview in his office. “Not everybody’s going to be happy.”

As the Trump administration reverses efforts to fight global warming, local officials around the country are forced to grapple with more intense flooding, hurricanes, wildfires and other disasters. That pressure is colliding with development, which provides jobs, homes and taxes but which also can increase the future risk of disaster as construction spreads into floodplains or forests that are prone to calamity.

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The outcome of that battle will shape Americans’ vulnerability to climate change for

PUBLIC COMMENTS RECEIVED
NOVEMBER 6, 2019 THROUGH MARCH 10, 2020

To: City Council Members
FROM: Todd & Martha Zook
DATE: November 18, 2019
RE: Rezoning of the Old Hughes Site

Ross Cunniff, Emily Gorgol, Susan Gutowsky, Julie Pignataro, Kristin Stephens, Ken Summers, and Wade Troxell

First of all, thank you to Councilmembers Ross Cunniff, Susan Gutowsky and Julie Pignataro for listening to the citizens of Fort Collins in voting against the proposed zoning submitted by the City Planning Department on November 5, 2019.

To the Mayor and other council members, I am asking that you reconsider and rescind your vote made on November 5, 2019.

Ms. Emily Gorgol: when you were interviewed by the Coloradoan and was asked: Why are you running for City Council? You said and I quote “I have spent many years working to better our community, and I feel strongly that I can continue to help make Fort Collins more open, accessible, and affordable for all by bringing a voice of inclusive representation to City Hall."

Where is that voice now? You promised the people who got you in that seat more open space, accessibility and affordability.

You are sacrificing the Citizens of Fort Collins with a Lie of affordable housing. You are maximizing the profit at the cost of the citizens for FAKE Promises. No fast-growing City has attainable housing and you cannot build your way out of affordable housing.

You are doing all this damage for the Fake promise of attainable units that will never happen.

Kristin, you as well told the Coloradoan that you were rerunning to continue the work you started on ...affordable and attainable housing, and maintaining our quality of life.

Again, I need to ask was this a lie, a fake promise to the Citizens of Fort Collins to get you a seat at City Council?

What happened with all the talk about CSU creating “work-force housing”, affordable, and attainable? With the salary most CSU employees make, what you approved on November 5th, that will never happen.

In all the meetings, open forum, etc., the citizens of Fort Collins made it very loud and clear they did not want to see clustered/high density housing. They want to keep that area as Open Space. You can do right for the citizens of Fort Collins by changing your vote and say NO to Lennar!

Sincerely,

[Signature]

Martha and Todd Zook
mzook.colorado@gmail.com
To: City Council Members  
FROM: Todd & Martha Zook  
DATE: November 18, 2019  
RE: Rezoning of the Old Hughes Site

Ross Cunniff, Emily Gorgol, Susan Gutowsky, Julie Pignataro, Kristin Stephens, Ken Summers, and Wade Troxell

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Sincerely,

Martha and Todd Zook  
mzook.colorado@gmail.com

Attached please find my signed letter.
Dear Ms. Gorgol,

Thanks for serving on FC City Council! This message is to bring to your attention something that I observed at the last Council meeting. Although I am not super active at this moment, I am a long time League of Women Voters member and have served in various capacities in the League, including the Observer Corps. Since my husband has been on the P and Z Board for 5 years now, I have been able to learn and observe a lot more about how the Fort Collins city planning staff, developers, the P and Z Board, and City Council interact. I have lived in Fort Collins since 1979, have two degrees from CSU, and have participated in many non-profit and city sponsored projects over many years.

I have been particularly interested in the Hughes Stadium site redevelopment as many citizens are, because the foothills area is fragile and irreplaceable. In many ways that area, near the “A” best represents the unique identity of Fort Collins. At the same time, I truly see the need for real affordable housing in this city. Many of our friends have grown children who cannot afford to move here and have bought houses in Wellington, Weld County, and Loveland. Your commitment to this issue is easy to observe and greatly appreciated. Although Susan Gutowsky is my Council Representative, I am specifically speaking about your interaction with the city staff at the last Council meeting.

Regarding the Hughes site, I don’t believe the Council was well served by the city staff when you asked questions about the possibility of zoning the entire area RF. This zoning does not require low density, but leaves room for dense clusters of affordable housing AND open space. Any density could be approved through the additional permitted use or modification standard process, not just the lowest density. The city staff did not explain that at the meeting. For example, a developer could propose dense affordable housing on one end of the entire property and keep most of the units they proposed, if those were certified affordable.

I urge you and the City Council to drive affordable housing proposals by direct
communication with the city planning staff. They communicate with developers and could encourage proposals that fit the desires and needs of our entire city, not just realtors and developers. They should be better at explaining options to you and to our citizens about what is really possible. Open space and affordable housing is possible, if we want it. And I believe many of us do. We want to see more young families in our town, not just white high income retirees.

With appreciation,

Pam Turner
970-420-4891
1104 Williams Street
Fort Collins, CO 80524

--

Pamela A. Turner
970-420-4891
Dear Councilwoman Julie Pignataro:

Please count me among those who treasure the remaining open spaces on the fringes of Fort Collins. Placing a high-density development against the foothills would be destructive to the environment and place a burden on older, established neighborhoods along Overland Trail and West Drake.

My husband and I have lived in and close to Fort Collins since we were students, fifty years ago. Recent growth has reduced our quality of life considerably (traffic, noise, light pollution, shockingly high tax increases). We look to elected officials to address the problems inherent in policies that encourage a demand for resources -- notably water and space -- that continues to grow exponentially.

Thank you for your efforts so far.

Gratefully:

Donna Braginetz
3817 N. County Rd. 25E
Bellvue, CO 80512
Good morning, Council Member Cunniff;

a belated ‘thank you’ for your recent vote on the old Hughes Stadium site. An article to boost you, and bolster your efforts:
action=click&module=News&pgtype=Homepage

To lose an opportunity to protect and preserve one of the last pieces of land that the old Hughes site represents, a unique ecosystem, simply because an out of state developer with deep pockets wants in on our 'can't miss' housing dilemma, would be one of the most shortsighted decisions a City Council elected by the citizens of Fort Collins could make.

Make it a great day.

Best regards,

David Roy
2016 Evergreen Court
Fort Collins CO 80521
(970) 493-9201
From: Freymuth, Valerie <valerie.freymuth@colostate.edu>
Sent: Tuesday, November 19, 2019 9:25 AM
To: Ross Cunniff <rcunniff@fcgov.com>
Subject: Another voice against Hughes Development

Mr. Cunniff,
Thank you for your vote against rezoning the Hughes site at the City Council meeting of November 5. I am a resident of west Fort Collins (Elizabeth and Overland.)

I am disappointed that I cannot attend the meeting tonight to add my voice to the many citizens there, again expressing their desire to maintain this area of natural beauty and space in our ever more crowded city.

My experience in the past has been that once the developer get approval they cram the maximum number of houses allowed on the property, no matter the effect it will have on surrounding areas. The citizens of Fort Collins do not trust CSU and I believe there is also some question as to the reputation of Lennar as well. I am afraid that whatever is the maximum allowed under zoning laws, that number will be built on that space- ruining a treasure that can never be recovered.

Please motion for a turnover of the previous vote and please encourage other members of the council to think further than tax revenue.

Valerie Freymuth
3314 W Elizabeth St
970-215-6519
From: Renee Walkup <walkup@salespeak.com>
Sent: Tuesday, November 19, 2019 8:03 AM
To: Wade Troxell; Kristin Stephens
Cc: Darin Atteberry; Ross Cunniff; Ken Summers; Emily Gorgol; Julie Pignataro; Susan Gutowsky
Subject: Hughes

Good Morning.
Thank you for all the work you do on behalf of the community. I can’t imagine the difficult and
challenging issues that you are dealing with on a daily basis.

As a matter of record, I feel the need to tell you that I have not been involved in any of the recent
ethics accusation letters or emails. As you’ve heard me say numerous times, I love this City.

My association with PATHS has decreased as the passions among some involved have accelerated. I
want you to be aware of that fact, although I will be at Council meeting tonight expressing my
continued concerns regarding a large development proposal at Hughes.

Thank you,
Renee Walkup
Dear Honorable Mayor and Fort Collins City Council

Please do not approve the zoning designation for the Hughes Stadium Property tonight. It is my understanding that Colorado State University does not have to follow your zoning recommendation anyway.

This property is in the federally designated wolf conservation area. I have attached a map showing that the area is bordered on the north by the state line, on the east by Interstate 25, on the south by Interstate 70 and on the west by a line from Craig, Colorado south to Interstate 70.

We need to keep this open space between the foothills and the City Fort Collins and Colorado State University. The wolves are already here in Colorado and Wolves are the West.

It is my understanding that either the City of Fort Collins or Larimer County has the money to buy this property for open space. This should actually not be necessary. Colorado State University should rise to the occasion and keep this property as open space. CSU claims to be a leader in environmental protection. They also say they want to be good neighbors to the residents of Fort Collins. We gave in to their new on-campus football stadium and the traffic and parking problems it has caused all for a football program that cannot compete at the level of a team from a college of this size. This ten million dollar sale to Lennar will not fix this embarrassing situation. It will take much more money than that.

Many people are in love with the West and would love to have a chance to view the wolves in a natural area that is not 50 degrees below zero in the winter like Yellowstone National Park. Please support the wolves and give them a chance to show us what the West is all about.

PLEASE VOTE NO TONIGHT. IT IS THE LEAST WE CAN DO.

Sincerely
Linda Hall
Federal government quietly establishes wolf conservation area that includes Grand County

Acting interior secretary announces plans to remove gray wolf from endangered species list

News | March 12, 2009

While sightings of the apex predator remain few and far between, the ongoing presence of the endangered species within the state's borders prompted the federal government to establish a wolf conservation area in north-central Colorado, including Grand County in late 2016.

Since at least 2004, a small number of solitary gray wolves have migrated into Colorado.

While sightings of the apex predator remain few and far between, the ongoing presence of the endangered species within the state's borders prompted the federal government to establish a wolf conservation area in north-central Colorado, including Grand County in late 2016.

The significance of the conservation area, however, only really impacts the federal agencies that manage wildlife and wildlife conflicts by restricting the methods they can use to mitigate conflicts. Other federal protections remain in place that prohibit anybody from endangering or killing wolves in the United States, with the exception of in Alaska and Hawaii.

Throughout Grand County, few local officials were aware of the existence of the wolf conservation area. Local government officials said they were still searching for any correspondence they had received from the federal government regarding the establishment of the conservation area as of Monday afternoon.

Grand County Commissioner Rich Cimino said he was not personally aware of the existence of the conservation area. A regional spokesperson for Colorado Parks and Wildlife said he also was not directly aware of the conservation area, though Brad Petch, senior wildlife biologist for the state's northwest region, confirmed that he and other state officials were aware of the conversations surrounding the establishment of the conservation area by the federal government.

The wolf conservation area, which formally went into effect in November 2016, is most significant to the Wildlife Services unit of the Animal and Plant Health Inspection Service, or APHIS, which is part of the larger U.S. Department of Agriculture. Members of the Wildlife Services unit of APHIS are the federal employees primarily tasked with the protection of resources, such as agricultural resources, when they are negatively impacted by wildlife conflicts.

“We have a history of wolves entering Colorado throughout this area,” explained Martin Lowney, state director for APHIS’s Wildlife Services in Colorado. “That is why they created this wolf conservation area. They are going the extra mile to protect any wolves that do enter Colorado.”

According to Lowney, the establishment of the wolf conservation area pertains to the Wildlife Services only.
Wildlife Services employees resolve wildlife conflicts, such as conflicts between livestock, through a variety of means. To resolve such conflicts, Wildlife Services can and often does utilize non-lethal measures, such as aerial pumping or the use of neck snares or cyanide traps.

However, the establishment of the wolf conservation area officially restricts the methods Wildlife Services employees can use in the area because of the possibility that those methods could harm or kill a wolf.

Federal employees, and the general public, are already restricted from killing, trapping or harming wolves in Colorado due to their designation as an endangered species.

The establishment of the wolf conservation area in north-central Colorado is an acknowledgement by the federal government that wolves have recently been found in the area. And that additional steps should be taken to ensure that federal employees do not violate the Endangered Species Act while attempting to mitigate conflicts between livestock and other predators, such as coyotes.

The wolf conservation area prohibits Wildlife Services personnel from using cyanide traps or neck snares when mitigating predator and livestock conflicts within the specified area. It further requires that all foot-hold traps and snares be checked at least once a day in areas known to be occupied by gray wolves. The conservation area does allow for the use of break-away snares, though, and allows for the continued use of aerial shooting of predators by specialists who receive additional training to ensure they can distinguish between wolves and coyotes.

Lowery said Wildlife Services has historically not used cyanide traps within the conservation area.

"This says we are not to use any methods that would outright kill a wolf," he said. "But we don't use them there, anyhow."

The few available methods for mitigating wildlife and livestock conflicts include the use of guard dogs, a heavier human presence around livestock to deter wolf attacks or the use of fladery, which is erecting a temporary perimeter fence that has brightly colored plastic flags, according to Lowery. It's also recommended to move livestock away from areas where wolves are known to exist.

The wolf conservation area occupies a significant swath of land, stretching from Interstate 25 on the east side of the state, to Craig on the west and from the Wyoming border on the north to Interstate 70 on the south.

Jennifer Strickland, spokesperson for the U.S. Fish and Wildlife Service, which manages endangered species for the federal government, said the conservation area matches an easily defined area where wolves have been observed in previous years. It includes all of Grand, Jackson, Gilpin and Boulder counties and portions of Moffat, Routt, Eagle, Summit, Clear Creek, Jefferson, Adams and Larimer counties.

Wolves are currently listed as an endangered species throughout the Lower 48 states, but are considered threatened in Minnesota. Though that could change as the Trump administration looks to remove the species from the endangered species list, according to an announcement made March 6 by Acting U.S. Secretary of the Interior David Bernhardt.
Hughes General Public Listening Session – Feedback by Attendees

October 18, 2017, 6-8 p.m.
Drake Centre; Fort Collins, CO

CSU and CAA ICON offered five “listening” stations as described below where attendees could ask questions and provide their feedback. Each station was manned by CSU and/or CAA ICON representatives. The below are 200 comments, questions and concerns which were logged by station notetakers or written by attendees on comment boards.

Redevelopment Process Station

1. Build High Density Affordable Housing
2. Will the Public Open Land remain the same?
3. Parking Garage/Shared parking for access
4. Medium to Higher Density Affordable Housing/Housing of some sort
5. What are the possibilities so far regarding redevelopment?
6. Are you putting affordable housing/apartments on the site?
   a. Answer: Nothing has been decided as of yet.
7. Where do investors come into the process?
8. Work with Habitat for Humanity for a portion of the property to create affordable housing
9. Has developer been selected?
   a. Answer: No
10. Where are these and other comments/feedback going?
    a. Answer: We are collecting feedback and will eventually share it on the website.
11. Keep it for open space
12. Keep some of it for open space and views
13. Concert Venue
14. Will you be soliciting different concept plans from developers?
15. What is the timeline?
16. Who owns the property?
   a. Answer: The Board of Governors
17. Mountain Bike Park (like Valmont in Boulder)
18. How is the Hughes property zoned?
19. How many acres is the property?
   a. Answer: Approx. 160 Acres
20. Is the development going to be owned by CSU or privately owned?
   a. Answer: Privately Owned
21. Capitalize on the asset of the property
22. Something where you can remember Hughes
23. Something more than just housing
24. Maximize the asset for CSU
25. Can we keep the Frisbee Golf Course?
26. Emphasize open space
27. Connect Spring Creek Trail to Maxwell to Poudre
28. Private individuals purchase and donate to the city as Open Space
29. Ethics of sustainability integral to the ongoing project
30. Bike park (see Valmont Park in Boulder)
31. If Fort Collins grows, we need to preserve open and rec space to support it
32. “Outdoor lifestyle” = reason for FC desirable place to live INCLUDING attracting top CSU faculty
33. A mountain bike park would provide recreational opportunities for FC residents AND visitors.
   a. Agree! Progressive and forward thinking is key. Affordable housing is not for this space – prime real estate
34. Open space/park/trails
35. I would like to see the history of the stadium maintained. I like the idea of an outdoor adventure park for CSU students and the Ft. Collins community alike. There could be a sports complex, boat and equipment rental, and various summer camps to drive in revenue for the university as well as climbing walls, sledding hills, and other activities that bring mountain experiences closer to home
36. How does this impact the legacy of CSU and the City of Fort Collins? People come to school or move here for our “lifestyle” and access to open space. There is plenty of area in F.C. to develop, but not many unique areas like this to preserve as open space
   a. AMEN!

Existing Site Station

1. Could expand parking area for Maxwell (might not be part of the property)
2. Would be nice to create a safe and fun sledding area for kids
3. Turn into huge construction laboratory to design housing of next century. CSU has several relevant depts (construction management, engineering, interior design, landscape architecture). City has housing needs (students, seniors, etc.). This land could be used to develop new designs, train students for the new century’s needs, give students the opportunity to design for new century, train a new generation of skilled craftsmen, and provide needed housing
4. Keep Frisbee golf course – does get used and its presence is appreciated
5. Concerned about any development abutting the mountains – issue for fire spread
6. Concerned about traffic esp. at the Drake and Overland intersection
7. Concerned about another large track of houses with nothing else to offer – wouldn’t even mind a mixed use commercial/residential development
8. Love to see mixed use development of commercial and residential – not high density
9. Suggest zero energy homes and buildings
10. Why the rush to sell and get rid of the property?
11. Is there a fiduciary duty to our citizens for open space?
12. How large is the land
13. 160 acres
14. Concerned about traffic if the area gets developed
15. Keep the Frisbee golf course
16. Concerned about traffic esp. at Drake and Taft – currently not a lot feeding in from Overland Trail. Worried especially with other development already being built
17. Keep detention pond
18. County road heavily used by runners and bikers for hiking, running, and getting to Horsetooth and trails in Maxwell area
19. Not adequate parking along Overland

Hughes General Public Listening Session
20. Overland needs to be expanded anyway
21. Intersection at Drake and Overland is archaic – could be redesigned
22. Concerns about development of land and height of structures effecting leisure and enjoyment of the outdoors
23. With continued increasing land value in Fort Collins – possibly very valuable land in the future?
24. Why isn’t CSU looking to expand the equine center
25. Why turn the land over now when it could be used to expand vet program (one of the best in the country)
26. How much does it cost to hold lease of land – building housing now seems short sited
27. What/how will development impact trail use for hikers and bikers – safety issue
28. CSU is an agricultural school – losing sight of that by developing that open space
29. If they’re going to take away this open space are they going to offset it with other open space?
30. Recommend that CSU and the city collaborate to keep costs down on affordable housing by selling some parcels of land at under-appraised value and the city reducing costs for utilities and permits
31. Recommend a variety of different housing types to meet the needs for affordable housing i.e. clusters of duplex houses, very small one-story houses, and stacked apartments for rent
32. Build a second unit with Fort Collins housing authority replicating the big complex on S. College Ave (“Housing First” – housing for homeless families and managed by housing authority) including all the amenities such as case managers, advising, etc.
33. More trees and greenery
34. Preserve the view
35. Preserve the site and turn it into an alternative sports venue – world class track racing venue (cycling). Use the budge you have to convert it instead of demolishing it.
36. Convert Hughes Stadium into a giant terraced horticultural/botanical research greenhouse with a bowl shaped, rain capturing fabric translucent lid. The bowl shaped interior would have varied cooler and warmer growing zones depending on their elevation from the floor. Snow will melt on contact, and rain would be collected at the bottom and drain thru to a green machine. People will come to see this for sure – the world’s first stadium converted to a botanical garden!!! This idea comes from my brother, a celebrated architect. He has done worldwide projects. He happens to be Fort Collins based. He developed Block #1 and helped with 5 star city building. Currently working on confluence project in Old Town.
37. I would like something innovative and unique to Fort Collins. No simply another densely packed area of large houses. Combine with ample open space possible mixed use, other creative ideas. We don’t simply need more boredom and traffic on the west side.
38. Agree!
39. Me too!
40. I would very much like to preserve the trails going up behind Hughes to the open spaces. If this property is sold and developed, in a year this access will disappear – this area is heavily used by bikers, runners, and walkers. Doing mixed use would be ideal – recreation, horticulture, creative community gathering, etc. use would be ideal
41. Our own Red Rocks type area would be perfect and what we deserve!!!
42. Sorry...no! We don’t need a Red Rocks...we have a $220 million stadium!! We need AFFORDABLE HOUSING.
43. Let’s not lose sight of the fact this property is directly beneath one of the Horsetooth reservoir dams – potential safety consideration for only residential development
44. Also high density of wild life in this area that would be impacted by further development, not to mention fire hazard
45. Convert to pumped-storage hydropower (renewable energy): requires Hughes for storage – remaining lands use for 2nd Olympic training park or supplemental terraced ‘grow’ facility (legal cannabis) – pay of bonds in 4 months – Adam P. Million
46. Mixed use – open space/recreation; housing, including “housing first” units for homeless families/individuals; below market (housing authority type) apts/condos (not prices “beginning in the low 300s) for working people that support all of us who live here
47. Please be mindful to keep connections to open space and Horsetooth intact with appropriate zoning and density to keep gradient to open space healthy.
48. We can and should build affordable housing in other areas of the city. Open space near Horsetooth is limited and decreasing. This is an opportunity to offer the citizens of this community increased recreational/outdoor/natural use of beautiful land. Keep it recreational
49. Re: above comment: I don’t think we can build affordable housing in other areas of the city. There is just not available sites elsewhere
50. I would like to see something new and different, aside from housing and land conservation! The space I unique but also next to the electrical center, mountains, and my house. I run up the trails and want something worthwhile!!! CSU housing does not make sense. DO IT!
51. Please consider making it into a park which would include grass sports fields, trails, a bike park, open space. We need more open space to absorb carbon emissions and give recreational opportunities and preserve wild life habitat
52. We don’t need brightly lit (reference to grass sports fields above). Night time darkness is GOOD!

Land Use Context Station:

1. Affordable housing either for CSU-related or general public
2. Need affordable housing; can CSU include non-profits in RFQ process, so development fees can be reduced?
3. Tiny house community (500-1000SF small homes and micros homes)
   a. Comment stating “are not affordable”!
4. LEED ND (Neighborhood Development) Certified
5. Height restriction on buildings
6. Please no commercial
7. Expand Maxwell parking
8. We could think (not exclusively) of public park or a “children’s” park
   a. This won’t stop other plans, necessarily.
   b. Most important: A creative park/space for children. Would connect us to the future and next generation!
9. Wouldn’t mind a mix of open space/mixed use development to break monotony of west side. Wouldn’t mind some commercial integrated with housing
10. A mass of dense rooftops would be detrimental to the premier foothills property
11. Preserving open space, recreational areas and wildlife habitat is critical as areas near Hughes are being developed
12. If housing is developed, hope there is some affordable housing for CSU employees
13. How would development of property affect adjacent natural areas, including access points (human vs. wildlife access) and G.A.P. (continuity/contiguous/pathway) issues?
14. Expand Maxwell parking and trail system
15. If there is development for housing – mixed use, different sizes and densities.
16. Continued access to Maxwell is very important for neighbors
17. Tiny affordable homes
   a. I agree.
18. Expand Maxwell wilderness area – we need dark space!
   a. Yes!
19. Desire open space to keep overland biker safety
20. Park multiuse would be viable option
21. Horse park in Northern Colorado to serve Wyoming/Fort Collins/Greeley for Eng/Western competitions and education
22. Municipal garden/farm for example: Jessup Farm, bike/family friendly
23. Is there any way to connect CDC/Infectious Disease Campus Section to Stadium Property to develop large employment center for drug/disease research?
24. Good opportunity to provide land use that would absorb carbon emissions rather than cost $ to build infrastructure, pavement. Consider renewable energy for part of the space
25. Does the school district have a role in determining whether they have capacity for the number of students that would need to be served in a new development? (In addition to those that will come from the new development at the corner of Drake and Overland?
   a. Great concern!
26. NO retail near foothills, traffic and lights after dark – NOT wanted!!
   a. Agree!!!
27. Need integrated bicycle and pedestrian facilities: paths/walkways connecting to existing trails to the west. Integrated recreational amenities like cycle cross course, crit. course, pump track,

28. Keep the space open, I’m concerned if we turn the land into affordable housing this doesn’t solve our housing problem. It’s only a Band-Aid to our current problem. Plus, we’re already having issues over water rights in FoCo.

Community Needs & Values Station:

1. Keep the views of the foothills
2. Integrated retail and residential would be okay if done tastefully. Do not want subsidized low income housing – too much crime in area already. Sorry.
3. Should be like Red Rocks kind of area
4. Would like it to stay natural, but single family housing would be more appropriate than affordable housing
5. Concern with far more traffic
6. It’s not easy to get around without a vehicle near this property
7. Are there other areas that make more sense for affordable housing that is more convenient?
8. Likes that it’s so open and nothing is really on the west side
9. University should retain control/ownership of the property no matter what is done with it (all of it can be done.) Concern that the space will be needed long-term for the university as it expands.
10. Keep Fort Collins unique, not just build home – I agree
11. Open space is #1 in terms of values – ideal opportunity for CSU to walk-the-walk of environmentalism
12. Would like to see some of the property set aside for affordable housing (not market price) – even housing given to staff, students, employees (lowest owners.) Could alleviate this city concern.
13. Housing for the homeless – a portion of the property
14. “Housing First”
15. No “free” or “given" housing – not sustainable and will encourage more movement to Fort Collins
16. Beautiful land/property – already tree there – keep that value added
17. Impact on schools – where will kids go to school in this area if more development is added?
   a. I agree
   b. (Redistricting?) I agree
18. Mixed development and recreational sports + health activities – integrate bike, paths and connectivity to the paths that go west. From a developer perspective – mixing can be really good.
19. Nonprofits and developers partner in RFQ/RFP process to ensued reduced city fees for development
20. Opposed to retail and commercial
21. No more bright lights at night!
22. Expand Maxwell parking area, county road is access for bikes and pedestrians
23. Cap the height of development (no 6-8 story buildings)
24. Keep detention pond for flood control
25. Open to low cost housing (Low density – done properly)
26. Higher density that backs up to the other higher density makes a buffer with what’s already there
27. Open space is good, such as with Frisbee golf

28. It’s okay to have some retail – community focused retail, so people don’t always have to drive – can walk/bike to it.
29. Consider traffic on Drake due to future developments, please!
30. Is there a “Land Swap” or other opportunity between CSU and City of Fort Collins?
31. Is the land suitable for construction?
   a. Geotech reports?
   b. Soil reports?
32. Support annexation → mitigate potential fire threat
33. Will community be a part of selection committee/process?
34. Will there be transparency with where money goes with sale of property?
35. Adequate parking requirements
36. What is “GMA” – Growth Management Area?
37. Encourage “smaller” housing (1200 sq. ft.) – a smaller footprint – more efficient, “innovative” housing (zero energy use, solar, eco)
   a. Or 600-750 sq. ft. for a single person or person with a child
38. Provide public access paths to the open spaces if there is development
39. Open spaces, views and recreation are the most important community values.
   a. I agree.
40. Plenty of other spaces for affordable housing out by I-25 – don’t get rid of existing open spaces
41. Some of the land (maybe 10-15 acres) could be used as “experiment” or “research” housing
   a. A large organization (BRE TRUST) in London recently asked I.B.E. if we would consider a research housing development, funded by industry, in Fort Collins!
42. If we miss this opportunity, the loss will be immeasurable – opportunity for discreet segments, some for purchase, others open space/parks for children, different uses, some for affordable rent housing.
43. Balance need for food related retail in this part of town with congestion that heavy retail brings so near to open space.
44. Small grocery store (with 3 types of laundry detergent instead of 27)
45. Need to provide bike trail link between Spring Canyon Park and extend north to the Poudre.
   a. I agree.
46. Wouldn’t mind retail if integrated into neighborhood. No 7-Elevens or Fast Food.
   a. I agree.
47. More Trees.
   a. I agree.
48. Homes that are affordable for “regular” people too – not just limited to low income and homeless for qualification
49. Maintain:
   a. Biker Safety
   b. Egress and wildlife to trails
50. Farm use and park use
51. Water concern with 600-800 homes
   a. Doesn’t solve our housing issues!
52. Access through 168 acres to trails; multiuse and horse, pedestrian, bike friendly
53. Agriculture Learning Center

Traffic, Multimodal Access Station:

1. More housing = more traffic = more people moving here = more business = ☺
   A mix of outdoor recreational activity areas interspersed would be nice to get people off their computers and outside. Fort Collins just came in 1st in outdoor encouragement opportunities for citizens.
2. Disagree with the above. People will move here... always have, probably always will... the choice becomes how the area will develop (not if!) and how will people be encouraged to enjoy the wonderful environment here.
3. Connect to public transit in more meaningful way – none of the most obvious uses will reduce traffic congestion without transit solutions. East to west to Max line.
4. Agree with third point. Move away from cars/parking and toward public transportation.
5. Second needing connection to public transit! Hopefully some affordable housing will be developed & families will need bus line transportation.

6. To move more people from property to downtown, complete overland as 4 lane as in City plan and connect to larger east/west roads from Vine to Drake. Look for new bypass route for north circle of city.

7. Can City purchase property?
8. Can group of alumni purchase property?
   o As a non-profit, etc.

9. Like others concerned about the traffic with more cars on the road with runners and bikers it’s already becoming more and more unsafe to run along the roads.

10. What is a good solution for the traffic at the corner of Drake and Overland trail
11. Traffic, traffic, traffic, how to handle?
12. Need better transit on west side of town that connects to city center
13. Improve intersection of Drake & Overland.
14. Agree with improving intersection of Drake & Overland – Roundabout?
15. Roundabouts at Prospect and Cedarwood/Hampshire for traffic calming
16. Overland Trail needs an overhaul to accommodate more development (honestly it needs it already). Would love to see an east – west Max line from CSU to O.T. and then down to Hughes property, plus expanded/safer bike ways.
17. Concerns about too much traffic on O.T. (@ capacity now)
18. This concern goes away with any future development as roads and intersections are relatively easy to redesign and incorporate into development plans.

19. Trail concerns
20. Bicycle facilities
21. Recreational facilities as part of Development – Pump track, cycle cross course
22. Support bicycle, pedestrian, transit on Overland Trail
23. If housing, where will children go to school? – Elementary schools full
24. Concern about traffic load at intersection of Drake & Overland – another housing development currently underway
25. Dixon Canyon Road sees high volume of bikes and runners and heavy use for parking by those accessing Horsetooth, Maxwell & Pine Ridge
26. Concern about traffic on Drake – other development underway already
27. Concern about traffic on Prospect
28. Would be ideal to have bike path going north from Spring Canyon to Poudre
29. If higher-density housing, make sure there’s enough parking so it doesn’t spill over into neighborhood
30. How will this affect Taft Hill Rd.?

**Additional:** The following concept for a cycling and fitness theme park was shared by an attendee:

What if a visionary developer wanted to create something unique located in a world class city?

Imagine the * ★★★★Cell Phone Co. Kids Bike Safety Town
   * ★★★GPS Co. paved Crit/Skate/Ski Course
   * ★★★Broadband Co. MTB Courses
   * ★★★Sporting Goods Co. CrossCourse
   * ★★★Energy Bar Co. BMX Course
   * ★★★Bike Components Co. Trials Course
* Energy Drink Co. Fitness Center
* Innovative Toy Co. Playground
* BikeToolCo.free (self-help) shop
* Grocery Co. Healthy Food Court
* Bike/Sports Equipment Co. Mall
* BrewingCo. Velodrome/Concert
* Amphitheatre with Classrooms or Gym under the stands

*JUST fill in the blanks with your favorite brands (with $$$)
"AT THE" * Fort Collins (or Colorado, or NoCo, or Foothills, or Rocky Mountain, or Northern Colorado)
(*circle one) CYCLING AND FITNESS PARK
Sustainability and Innovation at every level is essential! Think THEME PARK based public (CSU, Front Range Community College, PSD, City of FC, Larimer County, State of CO) private (food, beverage, merchandise, and naming sponsors) partnership with facilities AND programming for affordable housing, education, fitness and recreation.

Add a Mixed Use Private RE Development to include:
Affordable Loft Condos and Apartments, plus commercial business and professional offices above a healthy retail grocer, bike, sportswear
University, Community College, K-12, and Private Industry Classroom, Lab, and Field Courses that relate to the disciplines and passions supported by the Center
An auto fuel and recharge station.
Cooperative Relationships with Downtown, Midtown, and Uptown private convention and lodging businesses public transportation connections, including bikeshare.
This becomes: THE LIFECYCLE CENTER
Hughes Neighborhood Listening Session – Feedback by Attendees

September 20, 2017, 6-8 p.m.
Drake Centre; Fort Collins, CO

CSU and CAA ICON offered five “listening” stations as described below where attendees could ask questions and provide their feedback. Each station was manned by CSU and/or CAA ICON representatives. The below are nearly 400 comments, questions and concerns which were logged by station notetakers or written by attendees on comment boards.

Redevelopment Process Station

1. Requested that all boards on display at meeting be posted online for reference.
2. Does CSU/City of FC have any idea of timeline for Annexation?
3. Do not annex property. Low cost housing is more affordable if the property is left within the county.
4. Imperative that the property go through the Annexation and P&Z Process.
5. Recommends emphasis on recreational development
6. Recommends that the public be provided the selection criteria for the future developer.
7. Work with Great Outdoors Colorado, City of Fort Collins, Loveland, and Larimer County to preserve as open space and Multiuse recreational.
8. No Housing
9. No Apartment Buildings
10. Preserve Existing Landscape
11. No Development – Leave in County
12. No Low-income housing
13. Hughes is last piece of open space in Fort Collins. Leave as Open Space
14. Develop into Music Venue
15. Leave Open
16. Emphasis on recreation
17. Is there a projected timeline for the overall Development?
18. If Developed – Prefer Mix Use
19. Festival Site/ Park and Ride
20. Be clear about potential interests. Transparency.
21. Prefer Small Housing Development
22. Site to be utilized as Park and Ride
23. CSU/City to provide feasibility study to develop the property based on the case study of “The Eden Project”.
24. Leave as Open Space/Recreational
25. Can you be denied Annexation?
26. What are the city’s boundaries? At what point can they no longer annex property?
27. Are their examples of other projects within the city that have recently been annexed?
28. You’ve already lied to us to get us here to “listen” to us. You’ve already make up your mind to develop. This isn’t about listening to us. It’s you (CSU) telling us what you’ve already decided. It’s going to hurt Fort Collins, wildlife, and people to develop that land and opens...
up our foothills for more housing. You pay for it. Raise your own money. No one wins again, but CSU.

29. This is a very rare property – Keep it for recreation and nature. We don’t need more housing up against the foothills.

30. Please keep this open space or recreation based. Please do what’s right for community and not CSU’s pocketbook.

31. Develop into a Senior Living Community

32. Ed Zdnek – Working with Miller Family (Land owners with 40 acre lot to the north).
   a. Would like to be included in the planning process.
   b. Millers are developing the property to the north.
   c. Potentially developing a Continuing Care Residential Community with Open Space.

33. Please keep it open for Recreation, Peace, Dog, and their human enjoyment. Being so close to nature in today’s crazy world is good for everyone. Thank you.

34. CSU to gift land to city. Keep Open

35. Combined FC/Loveland community GOCO money to preserve open space, maybe multi-use outdoor recreation, hike/mtn bike trails, picnic area, etc.

36. Can city of Fort Collins purchase the property?

37. Multi-Use – Open space (especially retention areas, west, trails, etc.) & residential, affordable housing for CSU Employees. Especially staff and others.

38. There is plenty of low-income housing on the west side already. No more of that, please.


40. No housing, shopping malls, or development of any kind.

41. BRB – Getting louder over past year.

**Existing Site Station**

1. Artery status of Overland Trail?
2. Annexation process?
3. Will there be high density housing built to offset demo process?
4. If new development is built – will it feed into CSU’s goal of being green/carbon neutral?
5. Hopeful whatever is built is innovative and an example for the future
6. Land banking – future of affordable housing
7. Communal work with City of Fort Collins, Loveland, Larimer County Parks, and Great Outdoor Colorado (GOCO) for multi-recreational and outdoor use exclusively
8. Run an analysis – recommend a traffic and noise study
9. Worried about too much traffic and noise – sound reverberates off foothills – nervous about noise
10. Native animals could be impacted – concern for overall environmental impacts
11. Across Maxwell area where the land deviation exists – could be turned into another reservoir
12. Hopes for partnership with Larimer County, City of Fort Collins, and CSU to buy the land and extend open spaces
13. Take down Hughes
14. If land is developed – develop on NE side with same density as along Sumac
15. Build townhomes and/or single family homes from SE to SW side along foothills (similar to Ponds development)
16. Concern for impacts on Pineridge, Maxwell, and Dixon Reservoir
17. If area’s developed – wants single family and low density to preserve recreational flavor and whole west side
18. Development should embrace recreation – should be some form of recreational area that embraces outdoor/active culture
19. Develop something that everyone can enjoy
20. Mom/Pop shops would be fine but keep recreational culture represented
21. Development should be low density – anti inner city high density
22. If not developing – use space for high schools or something community supported
23. Leave for festivals for city, county, and CSU
24. Park n ride to new stadium
25. Should reflect CSU’s message for sustainability and green living
26. Don’t build high density developments along foothills – housing can happen anywhere – keep as green and nature based as possible
27. Development could be mixed use i.e. low-density housing, recreational, and retail and restaurants
28. Implement traffic study – Overland is narrow with few through streets and there’s also another high density development across the way
29. Pro low income housing – keep in mind when looking for ways to develop
30. Would be interesting to turn Hughes into something – studio apartments?
31. If Hughes is torn down hope that the materials are recycled
32. Keep existing trees – spent time and effort being cultivated
33. Respect and preserve culture of the west side – neighborhood focused/recreational
34. Preserve as much open space as possible
35. What would the Maxwell’s want? It was their land
36. Preserving safety of the area – lots of trails and open space that people currently feel comfortable using all times of day and night
37. Traffic, noise, and density are concerns – wants to keep view of mountains preserved – want single family/2 story housing
38. Keep recreational feel
39. Please listen to residents and not developers
40. Focus on housing for local CSU employees before opening up to the community
41. Contact Niantic (Pokémon Go creator) and remove Pokémon Go Gym “Sonny Lubick Field at Hughes Stadium.” – could be a safety hazard when/if demo and development begins
42. Fence backing up to Sumac that CSU maintains – what’s going to happen when/if demolition and/or development begins
43. Maintain green characteristics – selling point of buying a house in this part of town
44. Safety concerns about low income housing around trails and outdoor spaces
   o Dan’s answer – talk about priority given to CSU employees
45. Will there be a lock on low income housing? – concern about people buying low and selling high
46. Turn area into schools for growing population
47. If developed as low-income housing for CSU employees – how will that be managed? Concerned about it turning into student housing which brings noise, trash, parties, etc.
48. You lied to us telling us it wasn’t being redeveloped to get us to come here. You said you were going to hear us about whether it should be redeveloped. We’re not being heard. You’re going to pay for it regardless. I hope you will consider the impact for the animals, people, and environment.
49. Concern about the drainage area, trees there, and impact on neighborhood if that’s changed.
50. Concern for the value of existing homes if low income housing is built
51. Traffic and traffic noise that comes with building additional homes are a concern
52. Please preserve the history of the area/space
53. Encouraged by though of housing mixed with recreational space
54. Safety concerns regarding traffic if area is developed
55. Maintain integrity of the foothills
56. Create a multi-use recreational area
57. Do not care if Hughes stays or gets torn down
58. NO housing or commercial retail developments
59. Would rather see a golf course developed (if financial gain is the motivator) than housing. Golf course – open space, tourist attraction, brings in money, etc.
60. Area is the last existing open space recreational area left in town
61. Not excited about low income housing
62. Would like to see open space funds (GOCO) used for preservation of space
63. Concerned about Sea Surf being involved in the development of the project
   o Dan’s answer – they won’t be
64. If area gets developed I will move away
65. Once you start to fill the area with something that could potentially ruin it there are long standing and far reaching negative effects
66. Like the open space idea – don’t want housing or retail. If it gets developed wants it turned into a park (like what they’re doing on Zeigler over by Fossil Creek HS). That way you’re using the land but preserving the integrity of the environment
67. Small concert venue would be nice – would encourage community interaction
68. Capitalize on and preserve open space – dovetailed with master trail plans of city and county
69. Keep culture of the west side of town
70. Already have plenty of high density housing on the west side
71. There’s lots of wildlife in the area – please keep area as wild as possible
72. Would like the city to take it and use it for an ice rink and outdoor concerts
73. Sacrificed centrally located housing in favor of a stadium used infrequently in central Fort Collins – don’t compound the error by establishing housing in the foothills
74. Hopes for a senior-living focus in new development
75. Are they thinking/targeting faculty housing opposed to student housing?
   o Dan’s answer – Yes
76. Curious about what types of home will be built if area is developed – singe family, condos, etc.
77. Wants to preserve trails
78. Curious about the time frame
   o Dan’s answer – will take several months before anything occurs
79. Transit is weak in that area – improve public transit (buses) which could help with traffic and parking concerns
80. Tell CSU to keep/preserve a pocket of land – don’t sell everything
81. Keep continuity with the land to the North – Miller property
82. Move government facilities in downtown Fort Collins to Hughes area – develop high taxed housing properties downtown
83. Turn area into sports fields/facilities for kids
84. Keep some open space truly open/natural for kids to explore in
85. Keep it open for recreation, nature, and peace and quiet next to city
86. It’s special to be able to take your dog into the area
87. Don’t cram it full of houses and retail like Walgreens and Starbucks

**Land Use Context Station:**

(+1) = agreement by another person who wants to second the comment

1. No major housing construction; no condos
2. Does the property have to be annexed into the city? Why? A developer would have more latitude and flexibility if it wasn’t annexed.
3. No concert venue due to concern for noise.
4. Because the land was given to CSU for practically nothing, ethically they should raise the money to tear down stadium, make natural area at CSU’s expense, and give the land back to the people.
5. Once a little housing is there, it will continue to spread. We’ve seen that in other areas nearby.
6. 800 homes would be huge amount of traffic.
7. What is the GMA (Growth Management Area) process?
8. There is plenty of low income housing on the west side of town. Don’t need more.
9. Don’t want to see wildlife diminished by this project.
10. Wants full transparency in the RFQ/RFP process with all the submittals posted online for the public (not just the shortlist submittals, but all of them).
11. Wants low density housing, not high density—or wants open space—no retail, but recreation is okay.
12. In old town, city and county buildings don’t collect tax (low tax base). Put this issue in front of the community by putting the low income housing (high tax base) in old town, then move the city and county buildings to the Hughes area where there is lower traffic impact.
13. Consider how the adjacent Miller property coexists with the Hughes site cooperatively. The Miller property has not had any contact from CSU/Facilities or from Icon on planning.
14. Concern about low income housing—what it will do for safety of recreation for kids, women, and family, as well as for the property value of the neighborhood.
15. Keep open space/recreational
16. Would a new school go in, if more housing went in? Could a low density neighborhood handle that? Who would pay for the school?
17. Do developers have to set aside a certain amount of park/recreation/open space if housing goes in?
18. Is there any idea of how much space that area would support?
19. Velodrome for cyclists could bring in income.
20. High density housing is a concern because city is already doing it; do it by I-25, not in a place with natural boundaries.
21. Leave the property for festivals for the City, County, and CSU.
22. The property could become a Park & Ride to transport people to the new on-campus stadium.
23. (This commenter has been in Fort Collins since 1967) A special quality of Fort Collins has been the ability to protect open spaces in this community, so it can be watershed and natural landscape. It is important to have a buffer between the developed city and the rest of the foothills.
24. If developed, restrict the property to low-density mixed use.
25. Would like no development—or make the property a concert venue to compete with Red Rocks.
26. Mostly worried about traffic
27. Against more housing and traffic, especially given the development on Drake and Overland.
28. Ecological effects—concern over the traffic along the reservoir road (“Every day will be like game day”)
29. Make it a high end golf course, restaurant okay too, to provide income. It would preserve the view of the foothills while being natural but manicured.
30. (Sarcasm intended) It should be a gated community reserved for the most elite of the 1% comprised of McMansions and servant quarters. Or, a commune for hippies.
31. Think about using natural materials with respect to absorbing sound.
32. Concern for flood planning
33. (+1) Would like it to be a natural area—it’s a very special space. Keep growth on the east side. There are wonderful animals that live on this property.
34. 18 years ago when she moved here, it was originally communicated to this person that this area would remain a green belt all the way to Loveland. She is very concerned about high density growth in this belt.
35. Existing roads aren’t adequate.
36. This is an area that the community uses.
37. Preference for lack of buildings; maintaining the view is important.
38. Suggestion to add another reservoir on this property that connects to the bottom of Horsetooth.
39. Don’t want to see homes built; this will maintain view and space and promote tourism.
40. Will there be an environmental assessment (from human to wildlife to noise, etc.)?
41. Leave the space natural—no development (no parking lots, parks, houses); trails are okay
42. No need to keep developing.
43. Treasures the open space; the property is unique—the interface with the prairie, foothills.
44. What is the zoning for the space? Question about the area represented as LMN (represented in the map).
45. Don’t add traffic—concern about more vehicles and pollution and the environment. Concern about the animals that live on that parcel.
46. Concern that what comments that are received from residents will be put aside for what makes the most money.
47. Keep it natural—open space for community and dogs.
48. No housing, shopping malls, or development of any kind.
49. What is low income or affordable housing? Who does it include? Would like this defined.
50. No more shopping malls or big name stores, no hotels or resorts. Preference for an art center and crafts-based area, could have a healing center and alternative businesses, old town unique feel is okay; no box stores. Other ideas: Bike paths, open space, community farm, a place where
art is integrated with open space, eco-friendly landscaping for kids and animals, eliminating the
use of toxic stuff like pesticides. More like the Gardens on Spring Creek.

51. No students.
52. “Agriburbia”—a combination of agriculture and houses together, right under the “A”
53. Mode of sustainable living with good building materials and the use of vegetable gardens.
54. Low density development with a feeling of space.
55. Have a development for profit, do not have low income housing tax credits used, but instead
have it with a proper mix of affordable housing.
56. Incorporate housing in a balanced/aesthetic/open way. There’s already high density
condos/housing near here.
57. Keep it a dog/human focused area—like having a dog pool.
58. CSU said this property was too valuable not to develop. However, the property is too valuable to
develop.
59. Need for innovative transit-oriented workforce housing, mixed use with recreational space
merging into open space around it.
60. Currently serves as space for running and dogs.
61. Limit traffic
62. NO HOUSING, NO COMMERCIAL
63. Venue where it maintains integrity of the foothills, animals, open space/multi-use (hiking, golf
course), which would bring in tourist recreation based money.
64. Ask CSU to raise employee wages to not be forced to provide low income housing.
65. Support low-density development, however make reasonable and appealing if high density low
income housing, then target families—but then issue of traffic, so provide resources within the
neighborhood and promote alternative transit.
66. Is there a potential buyer already for this property?
67. Will CSU lease the land?—Steady revenue
68. What is the economic value?
69. What about this space for senior housing? A community of different levels of care; a building
that includes daycare for seniors and children.
70. Would like to hear a wish list from the City of Fort Collins before any developers come on board
or any more meetings occur.
71. Integrity of the open space recreation is important; protect it. That’s the reason why I moved to
my neighborhood.
72. “You lied to us. The letter said you were going to listen about whether we are redeveloping or
not. If you take down the stadium, raise your own money for it. Please consider the animals, the
people, and the environment.”
73. (+1) Sell to Stryker/music venue (Fort Collins Red Rocks)
74. Low density—acreages/horse properties
75. (+1) Detention pond – impacts of development, will it handle
76. No “Destination” Development
77. No retail
78. 10 pm Quiet time
79. (+1) Like Observatory Village or Rigden Farm, Bucking Horse would be great.
80. Community feel, mixed, nothing big.
81. Planned community
82. If CSU owns land & private developers build- is it taxable on land & improvements?
83. Not money driven
84. Not multi-million dollar homes
85. What is affordable?
86. Lower density
87. Mixed use
88. Neighborhood retail—no big box.
89. Repurpose Hughes to other uses
90. If more housing, what are the impacts on local schools?
91. Engage PSD early in the discussion
92. No new traffic lights
93. Low density/no traffic
94. Preserve open space
95. Mixed better—No development
96. Low height—two story maximum
97. Overland/Drake impacts
98. Keep feel of area
99. This is a big PR show—won’t change desire to development
100. Stay as is—given to CSU should remain with public purpose—CSU doesn’t need –tear down—return to people as a natural area—ethical thing to do.
101. (+1) Leave natural / no development
102. (+1) No parking lots
103. (+1) Trails open space are ideal
104. (+1) Critical to conserve wildlife habitat and corridors
105. (+1) Travesty to develop
106. (+1) Poudre District Library & other community uses such as Gardens and other recreation if developed
107. Secondary reservoir—whole site with associated open space.
108. Lied to us to get us here. Letter said “talk about” whether to develop.
109. If develop—raise money yourself.
110. Please consider animals, people, and environment.
111. Take stadium down at CSU expenses and leave land alone.
112. Reflect “proposed” trail, City-Bike FC.
113. Connections for bike connections between city natural areas.
114. Strengthen trail connections
115. Connect natural areas—County and City.
116. CSU should keep this property: no more land, sale is short-sighted
117. Maintain easement for City connections
118. Will money override values
119. Trail connection to neighborhoods east of Overland Trail.

Community Needs & Values Station:

1. Move & Expand the Holiday Twin Drive In to this new space!
2. Open space & capitalizing on what is already there
   a. Connect trails

Hughes Neighborhood Listening Session Page 8 | 14
b. Keep disc golf course
c. Add Velodrome
3. Open space, close to nature
   a. Keep the peaceful atmosphere
   b. Keep the views of the ridge
   c. Keep the openness/visibility
4. Velodrome for bicyclists
5. Space for festivals – CSU & City
6. Parking area to transport fans to new stadium
7. Use space so community can benefit ex. like Spring Creek Gardens – but doesn’t necessarily need to be a garden
8. No more traffic lights – don’t make something that would make this happen
9. Keep it in county zoning
10. Utilize space so community can benefit i.e. Spring Creek Gardens
11. Minimize traffic & control traffic
12. Permanent home for farmer’s market - This ties to CSU’s mission & education
13. Place for dog(s) to roam without city restriction
14. Open space & mixed housing (affordable +, not low income)
15. Low light – respect the culture of the west side of town
16. Keep integrity of open space, not be an eye sore, protects property values
17. Encourage conservation & land trust groups to purchase land & gift it to the city for open space
18. 100% opposed to construction (housing, retail, commercial)
19. Open space trails
20. New library location & open space & community gardens & conserve wildlife corridor & habitat
21. Open space – lots & lots
22. Protect passage/migration areas of wildlife
23. Straight bus-line from overland to campus
   a. Would ease parking issues on campus
   b. Important for staff & faculty
   c. Important for affordability & access to campus
24. If developed, can they use local developer?
25. Green energy space/sustainable space/eco-friendly
   a. Solar power
   b. Create an example of what can be done with sustainability & green energy
26. No retail/no commercial
27. Velodrome
28. Outdoor gym/fitness area
29. Keep Frisbee golf!
30. Keep water retention
31. Protect wildlife & incorporate into design & encourage more wildlife
32. Why does it need to be annexed? Why does CSU want to get rid of it? Can CSU repurpose it to their benefit? Can CSU repurpose for CSU?
   a. Use for educational purpose -> research on plants, land, animals, environment
33. Low-density/low-profile & sustainable living
34. No Walmart! No retail/no commercial
35. Community gardens – weave in w/ educational purpose of CSU
36. Farmer’s market
37. Keep integrity of CSU as Ag School
   a. Repurpose space to support mission
   b. Education
38. Protect mountain bike trails
39. Low profile & minimize traffic
40. If land gets developed for affordable housing and/or CSU staff/faculty, how will it be regulated?
   a. Concern for property turning into rentals by CSU staff/faculty kids/college students
   b. Concern of rental property vs. ownership
41. If land is developed. Make low profile & blend in w/ surroundings & environment
42. Maintain integrity of foothills
43. No eye sores!
44. Wildlife refuge & be mindful of wildlife & their habitat
45. Create parking low profile, no high rises
46. If developed make multi-use
47. No hotels, resorts, commercial/big-name stores
48. Large park!
   a. New recreational opportunities
49. Non-chain, local food
50. Food truck rally night(s)
51. No bars or brewery or distilleries
52. Quiet space
53. Multi-use space
   a. Has retention ponds – keep
   b. Keep open space
   c. Some affordable housing – keep towards Overland
      i. CSU staff
54. Multi-use space
   a. Keep the views (nature & mountains)
   b. Keep the trails
   c. Connectivity/ability to connect to nearby spaces/parks/open space
   d. Make a “City Park 2”
   e. Recreation
55. Take stadium down & leave alone
   a. Wildlife viewing
   b. Lied to us about redevelopment
   c. Protect the wildlife
   d. CSU must raise money for taking down stadium/whatever happens
   e. No housing or construction because we lose it all
56. Tear down stadium & give land back to the people
57. Make all natural area
58. No housing, no commercial development
59. Affordable Housing – only part of the space, maintaining natural area
   a. Limit business & local, not commercial/non-local
60. Maintain integrity of foothills
61. Faculty/staff housing & open space/natural area
   a. Mixed type of housing
62. Open Space
63. Open space w/ recreation opportunities
64. Maintain outdoor community space – Fort Collins/Loveland/County to work together to create
65. Open space
   a. Protect interface between the mountains & prairie
   b. Close to wildlife habitat
   c. Non-manicured – keep it natural
   d. Unstructured
   e. We want to come to see nature
66. Open space
   a. Conserved space, protect interface between mountains & prairie
   b. Trails for walking
   c. Wildlife conservation space
   d. Central wildlife corridor
67. Lower crime at Elizabeth/Overland & mitigate this issue
68. Open space
   a. Walking trails
   b. Natural habitat
69. Open space
70. Recreation space
71. If there must be structures, build affordable housing (2-story max height, low profile)
   a. NO retrial space
72. Open space/recreation
   a. Yoga studio
73. Open space/recreation
   a. No condo & no residential
   b. No commercial
74. Open space & recreation
   a. Keep the natural views
   b. No man-made structures
75. Open space/recreation
   a. Maintain viewshed
   b. Don’t lose access to trails
   c. Don’t lose user ability of open space/personal recreation
   d. Keep values of Fort Collins biking/transit/sustainability & inclusivity
76. More open space
77. Additional reservoir
78. West Elizabeth needs additional traffic light at Overland Trail (or a roundabout)
79. More open space/recreation – large space
80. Lower traffic
81. Additional traffic lights on Overland
82. Affordable housing
a. Lower cost of construction
b. If CSU sells Hughes land to developer, could some of the money go back to developer in a covenant to help cover development cost so it makes it more affordable to lower income brackets?

83. Leave space open (natural preserve)
   a. Not much open space along foothills now

84. Low profile if developed

85. Park-like
   a. Mountain bike park
   b. Ball fields
   c. Picnic areas

86. Recreation/open space/bike path/walking paths/sledding hill/dog park
   a. No additional construction (housing, buildings)
   b. No additional congestion/traffic

87. Open space
   a. Link to other open spaces nearby
   b. Create pedestrian/open space corridor
   c. Unstructured recreation – nature-based

88. Protect access to trails from neighborhoods

89. Low density housing

90. Need for openness

91. Increase park area & accessibility to parks

92. No gas stations / no big box retrial

Traffic, Multimodal Access Station:

<table>
<thead>
<tr>
<th># IN FAVOR</th>
<th>STATEMENT/ISSUE/SUGGESTION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>Multiple buses on multiple routes that’s paid by the developer</td>
</tr>
<tr>
<td>3</td>
<td>Roundabouts are great!</td>
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<tr>
<td>3</td>
<td>Plan ahead – make sure whatever goes in has traffic capacity to accommodate BEFORE it becomes a problem. Proactive, please.</td>
</tr>
<tr>
<td>5</td>
<td>Moved to the west side of town to avoid the traffic and congestion happening in other areas that are already more developed. Please do not put in more housing/traffic, high rises, etc. Keep it beautiful, scenic, and a beauty that attracts outdoor enthusiasts!</td>
</tr>
<tr>
<td>1</td>
<td>Pedestrian crossing lights from neighborhoods on east side</td>
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<tr>
<td>5</td>
<td>Accentuate open space already in place – dovetail with current master planning for trails and trail</td>
</tr>
<tr>
<td>1</td>
<td>Speed bumps on Overland</td>
</tr>
<tr>
<td>2</td>
<td>No speed bumps on Overland</td>
</tr>
<tr>
<td>2</td>
<td>Mixed use open space/residential (some affordable)</td>
</tr>
<tr>
<td>1</td>
<td>Tell CSU to keep part as something easy on the eyes/breathing room and sell the rest</td>
</tr>
<tr>
<td>2</td>
<td>Speed bumps on Stuart</td>
</tr>
<tr>
<td>1</td>
<td>Build overpass or means to cross Drake to get to Overland Park – if traffic increases</td>
</tr>
<tr>
<td>1</td>
<td>Zipcar station pick-up point within development and bus line to help congestion</td>
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<td></td>
<td>Comment</td>
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<td>-------------------------------------------------------------------------</td>
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<tr>
<td>4</td>
<td>Concern with overloading of Drake &amp; Prospect</td>
</tr>
<tr>
<td>2</td>
<td>Increased housing will increase traffic to Horsetooth Reservoir for recreation</td>
</tr>
<tr>
<td>1</td>
<td>Light at Dixon Canyon Rd./Overland</td>
</tr>
<tr>
<td>6</td>
<td>CSU tear down stadium and return property to the people to make into a natural space @ CSU’s expense</td>
</tr>
<tr>
<td>3</td>
<td>Once building starts it will never stop and lead to increased expense and traffic</td>
</tr>
<tr>
<td>4</td>
<td>Congestion on Drake is terrible</td>
</tr>
<tr>
<td>5</td>
<td>Decrease traffic by affordable housing so CSU employees do not have to commute in to Fort Collins</td>
</tr>
<tr>
<td>3</td>
<td>Shuttle service for employees and students to campus</td>
</tr>
<tr>
<td>2</td>
<td>Shuttle service to games and events for fans</td>
</tr>
<tr>
<td>6</td>
<td>Greenway through property on Overland to Prospect</td>
</tr>
<tr>
<td>2</td>
<td>You lied to us – the letter said we were talking tonight about whether to redevelop or not. If you do, you raise the money yourself, including the stadium demo and leave the land as open space and consider animals, people, and the environment – not the money.</td>
</tr>
<tr>
<td>6</td>
<td>Interested in reducing traffic &amp; pollution</td>
</tr>
<tr>
<td>24</td>
<td>In favor of more open space</td>
</tr>
<tr>
<td>8</td>
<td>Affordable options for housing</td>
</tr>
<tr>
<td>11</td>
<td>More bike lanes</td>
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<tr>
<td>5</td>
<td>More transportation options</td>
</tr>
<tr>
<td>1</td>
<td>City/County partnership</td>
</tr>
<tr>
<td>6</td>
<td>No lights on Overland which causes congestion</td>
</tr>
<tr>
<td>3</td>
<td>No lights on Elizabeth which causes congestion</td>
</tr>
<tr>
<td>1</td>
<td>No lights on Mulberry which causes congestion</td>
</tr>
<tr>
<td>11</td>
<td>Roundabout on Overland and W Elizabeth and Mulberry is very dangerous</td>
</tr>
<tr>
<td>7</td>
<td>Stoplight at Overland and W Elizabeth</td>
</tr>
<tr>
<td>9</td>
<td>Relieve congestion on Prospect</td>
</tr>
<tr>
<td>1</td>
<td>Light on Yorkshire/Drake needs to be on a regular timed cycle</td>
</tr>
<tr>
<td>1</td>
<td>Yorkshire/Drake light cycle is okay as is</td>
</tr>
<tr>
<td>5</td>
<td>Volume concerns on Stuart</td>
</tr>
<tr>
<td>8</td>
<td>Stoplight at Overland/Drake needed</td>
</tr>
<tr>
<td>1</td>
<td>Opposed to stoplight at Overland/Drake. If something is needed – prefer roundabout</td>
</tr>
<tr>
<td>8</td>
<td>Wildlife concerns with traffic (more roadkill)</td>
</tr>
<tr>
<td>9</td>
<td>Overland/Drake – roundabout should be added</td>
</tr>
<tr>
<td>6</td>
<td>Add pedestrian sidewalk on east and west side of street</td>
</tr>
<tr>
<td>4</td>
<td>Noise reduction needed with added traffic</td>
</tr>
<tr>
<td>4</td>
<td>There is only transit to CSU but not downtown. Please add downtown too!</td>
</tr>
<tr>
<td>5</td>
<td>Sell the land to Pat Stryker for music venue – Red Rocks of Ft. Collins</td>
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<tr>
<td></td>
<td>Suggestion</td>
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<tr>
<td>3</td>
<td>Add low density housing</td>
</tr>
<tr>
<td>3</td>
<td>Use some of the acreage for horses</td>
</tr>
<tr>
<td>11</td>
<td>Protect wildlife migration with corridor</td>
</tr>
<tr>
<td>4</td>
<td>Do not widen Overland to 4 lanes</td>
</tr>
<tr>
<td>2</td>
<td>Keep the speed limits low</td>
</tr>
<tr>
<td>1</td>
<td>Add housing development like Harmony cottages</td>
</tr>
<tr>
<td>2</td>
<td>Encourage living and playing in the area vs. driving elsewhere</td>
</tr>
<tr>
<td>6</td>
<td>Do not make the area a retail or destination spot</td>
</tr>
<tr>
<td>2</td>
<td>Add a stoplight and pedestrian crossing at Hampshire/Drake</td>
</tr>
<tr>
<td>12</td>
<td>Use Hughes to connect Maxwell and Pineridge as a natural open space</td>
</tr>
<tr>
<td>2</td>
<td>Widen Dixon Canyon Rd. if development happens</td>
</tr>
<tr>
<td>1</td>
<td>Will traffic study push traffic to Dixon Canyon Rd?</td>
</tr>
<tr>
<td>1</td>
<td>Left turn on westbound land on Dixon Canyon Rd</td>
</tr>
<tr>
<td>1</td>
<td>Would like to partner and have involvement in the planning process for the 40 acre Miller property north of the Hughes Stadium property</td>
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<td>1</td>
<td>Relocate the city offices out to Hughes since they currently occupy prime real estate space and generate no taxable income. Instead rent that space to tax generating occupants</td>
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The below comments were received between August 28 and October 31, 2017, through the Hughes website online feedback form. More than 100 community members have used the online form to email their ideas, questions and concerns. All feedback received is cut and pasted below with all identifying information about the submitter removed. CSU will continue to update this document as more input is received via the online feedback form.

1. I would like to see any type of program/project that would benefit the Northern Colorado/CSU community.
   * Low-income housing for CSU staff and students (not like the upscale/overpriced housing options near campus)
   * Non-profit Fort Collins Rec outdoor adventure park with subsidies for Fort Collins residents (http://www.colorado.com/ziplining-aerial-parks/epic-sky-trek)
   * Convert the stadium to a large seating amphitheater for outdoor concerts
   * a really awesome outdoor space for residents.
   * a tree research area (in other words an area where CSU can plant a variety of species of trees to learn how different trees grow and adapt to Colorado weather and species) or gardens since the CSU gardens were relocated with the new stadium

   What I don’t want to see
   * Investment opportunity for a corporation for high end housing (similar to the ponds) or high end student housing like those near campus
   * no green space or parks for residents
   * removal of disc golf course

2. What type of housing are they planning for the redevelopment of Hughes Stadium? I am a resident in this neighborhood and do not want to see low income housing in my neighborhood. Can you provide more details on the type of housing?

3. What is the best method for me to give specific feedback to Colorado State University, in particular Tony Frank, and to the Board of Governors? Will we be able to see the comments and information that you collect and forward to CSU and the Board of Governors?

4. My highest priority is natural features, trails, wildlife and open space. Please fully explore a sale to the City of Fort Collins Natural Areas Department so that it can be preserved as an open space. The department has a large conservation fund and can pay fair market value. I am a neighbor and the reason I chose this area is the access to the outdoors. Please don’t pave paradise!

5. I live in Quail Hollow Neighborhood, very near Hughes Stadium. I don’t recall seeing an invitation for the September listening session. Is there a way for me to attend? Thank you
6. Overcrowding the west side and the foothills is not good for the city or the natural areas near by the proposed site. If it has to be developed larger lots and buffers to minimize the amount of vehicle traffic is preferred. Since there is no shortage of buyers in Fort Collins making some arbitrary non-market based price should not be done. Cramming more apartments like the area just north of the site will increase traffic, noise and lights on the foothills ecosystem. The city just paid a large sum to buy the BACK half of the Horsetooth Rock area which is viewed by only a few daily so putting more housing next to the foothills effects all in the city and lessens the open areas.

7. This would be a great place to build an outdoor amphitheater to compete with Red Rocks and have CSU build a west campus since student population is growing. No other universities in America are selling their land for development. I would hate to see another boring development take this over and ruin this side of town.

8. Please keep it natural, no dense housing projects, please. A concert venue would be nice. Something tasteful.

9. We live on Coneflower Dr, in the Ponds subdivision. We have not received an email, or physical invitation to this Sept 20th Listening Session. Please send an invitation, as our neighborhood is adjacent to Hughes Stadium, and we wish to attend.

10. A concert venue or the drive in theater could move there. Please do not sell it to residential developers. There is too much housing construction on the west side of Fort Collins. The open space is critical to Fort Collins’ culture and values.

11. I definitely feel that CSU should look at developing affordable housing for its employees. The cost of living is so high here, and it is becoming harder and harder for us to hire employees for jobs that pay below $24 hour. This is our chance to develop housing that can be used by our employees - Fort Collins is rapidly running out of room to build housing. I am a CSU employee, and feel very strongly about this.

12. Regarding the affordable housing option: The west and north-west portions of Fort Collins already have a very high concentration of lower income housing. Schools such as Bauder Elementary, Blevins Middle School, Lincoln Middle School etc are already at a 70% free and reduced lunch rate - a valid proxy for determining the percentage lower income families in an attendance area. While I understand the Universities need for developing lower income housing for staff, it is important to consider the impact to those schools and communities that are already struggling to provide the support and resources needed to assist those families in need. Affordable housing projects in Fort Collins need to more fairly dispersed into other school attendance areas (east and south-east Fort Collins) where funding and resources are more available. Bottom line - affordable housing is needed in the city but concentrating it all on the west side of Fort Collins will only hurt already struggling schools and the community. Feel free to call me any time. I haven't received an invite to
the September open house but would like to attend as I live less than 1 mile west of Hughes. Thank you for your consideration.

13. Good morning, Hughes Stadium (re-development) gatekeepers;

Ever since Hughes Stadium was built, a key component of its 'sizzle' was the natural backdrop. If you read past articles about Hughes Stadium, time and again, it is described as being nestled in the foothills, splendor and beauty surrounding it, making it a 'special' place, not because of the stadium, but because of what it lay next to.

Turning the now defunct Hughes Stadium into housing will be a lost opportunity for future generations. The noble sounding 'build affordable housing' for the masses is a bunch of bull - you all know that. No matter what the price point is (and housing nestled against the foothills isn't going to be given away), or how many houses are built, housing availability will still be chronically short in Fort Collins. At current growth rates, Northern Colorado will be a blob of indistinguishable development from Cheyenne into Denver in less than 50 years. There is no vision in adding to that reality - and really, putting housing on this site shows no effort at making Fort Collins, and Colorado, a better place, a special place.

Against the wisdom of the bean counters, the true visionary choice for Colorado State University is to protect this land for future generations. CSU is a Land Grant University - national land given to the State to teach citizens about agriculture. There is no better way to honor this legacy than to protect this land, taking advantage of the natural resource in place, and adding something that will be a true gift to the citizens of Colorado, something that will last forever.

This is from Colorado State University's own website:
"At Colorado State University, sustainability is foundational to who we are. As a land-grant university, we’re compelled to steward, conserve, and protect the world around us. It's central to everything we do - from academics, research, and operations to outreach. It's an ongoing mission that we embrace together."

When there is money to be made, there are bad choices to be had. The singular opportunity to protect and preserve this space is the higher and greater use for the old Hughes Stadium footprint - it fits with the vision that Colorado State University itself says is important, helps to protect a unique Colorado ecosystem, and ensures that as growth and development continue unabated, the citizens of Fort Collins and Colorado have a legacy from Colorado State University that provides a respite, instead of chewing up this beautiful site with housing and development that will economically benefit only a handful of citizens.

14. I hope this land is not developed as affordable housing. When have few enough open spaces. I hope this can be maintained as open for the citizens to enjoy. Its location is optimal for this. We do not need more homes or apartments blocking one the views left. I think more residential units would be the worst possible uses of this land.
15. The land including Hughes Stadium should not be sold or leased for development. CSU has made a commitment to achieving 100% "renewable" sourcing of electricity and this land could be advantageously used to install a massive solar photovoltaic farm serving the CSU campus, thus showcasing a part of CSU's contribution towards mitigating climate change. Alternatively, this land could be used as part of a pumped hydroelectric energy storage project (using Horsetooth reservoir), but my preliminary estimations are that this may not be feasible. Thank you

16. Open space has the greatest long-term benefit to the people of Fort Collins and northern Colorado. While the idea of affordable workforce housing sounds appealing, I have no faith that that could ever be achieved. It's simply rhetoric. Once the land has been declared for sale, the highest bidder will eventually win.

17. I have commented to the City and city council that I think we should build a large recreation/bike park for our residents. Something akin to Valmont Park in Boulder. With the announcement that Hughes will have to be demolished and the rewriting of the City Plan, I think the ideal location for that park would be in the stadium's grave and the ideal time is now. The location already has existing bike trails (up Maxwell), a disc golf course, and is near enough town but not in the way of current development to be ideally useful and successful. We have wonderful bike paths and some great hiking/biking trails in town. What we are missing, however, is a quality bike park. Valmont Bike Park in Boulder is a great example and has been hugely successful. These efforts reduce crime, encourage healthy living, and increases the quality of life for residents. Boulder was able to re-draw their city Master Plan and open the park within just a couple of years, and I think Fort Collins could be even more successful using Boulder's signature project as a guide. PLEASE consider this option. It will have a large impact on the City, and draw more quality students and workers to the town and University. Thank you.

18. Northern Colorado lacks a large concert venue that is big enough to attract bigger, more well-known acts which bring a huge list of benefits. With minor retrofitting, part of the stadium could be converted to that kind of concert venue and amphitheater and still maintain a piece of Hughes as part of its legacy. Think Red Rocks, but right here in town, and similar to Red Rocks, it doesn't need to be limited to concerts. They host a variety of events, have day uses, and it adds a sense of place and community. Not all of the land in the area would be required for a concert venue either, and it could still allow those other pieces to be developed as the market sees fit. It would be a great add to our community, become a huge economic draw, and become a landmark that has historical and sentimental value. Fort Collins overall is slowly developing the arts and music scene. It would build upon that and add a place of entertainment and culture, as well as some geographical balance to Fort Collins by adding a destination to the west side. Having an anchor facility would bring Fort Collins to a new level that all residents could enjoy and appreciate.

19. Hello,
I live in the area of Hughes Stadium but unfortunately I won't be able to make it to the Neighborhood Listening Session, so I would like to make sure my voice is heard on how to proceed...
with this unique opportunity of development in west-central Fort Collins (of course FC must eventually annex the site in order to provide proper zoning, permitting, etc).

I am glad that CSU is seeking ideas for this site, and I like what the web page says about community needs ("affordable housing, walkable neighborhood, community culture, sustainability"). Here is my vision for the site which I hope someone will listen to: a mixed-use, walkable/bikeable neighborhood - not just residential! - with a "grid"* narrow streets (no dead-end cul-de-sacs!) that have bike lanes, easy transit to Fort Collins' main attractions of CSU and Old Town, buildings close to the sidewalks like they are in Old Town, pedestrian-scale infrastructure like lighting and bike racks rather than gigantic wide open parking lots, and almost everything a community would need within walking/biking distance including an elementary school, restaurants, houses of worship, and a local market. The site is approximately 2500 feet by 2500 feet, and it would take the average person only about 10 minutes to walk from one side to another which is nothing. Biking would be even faster!

Add a transit station near the edge that connects to both the CSU transit station and the Downtown transit station. With the huge size of this location, if density is done properly, it could serve tens of thousands of people and allow Fort Collins to grow WISELY instead of sprawling out all the way towards Wellington. It could be an ideal location right up against the beautiful natural asset of the foothills and those trails/lakes/creeks, but also easy access to Campus West and CSU. Find a way to connect trails in the neighborhood to the Spring Creek Trail just south of the site, along with the Natural Areas just to the west.

Avoid sprawling apartments where parking lots surround the buildings like Rams Pointe, instead have the buildings up against a street for a more urban feel. Aim for unique living like lofts above retail & restaurants for the multi-unit buildings that front the street. Red brick buildings of 3-5 stories can be beautiful and aren't too imposing, rather than the bland beige stucco of some parts of 70's era Campus West or the giant dorm towers on campus near Moby Arena. There should also be plenty of room for single family housing provided that it's done in a traditional manner with houses close to the street, with front porches, on narrow but deep lots (think of the Old Town neighborhoods). Houses on 0.20 of an acre is plenty to work with, and alleys provide multiple ways to traverse the neighborhood while also hiding cars. Additionally lofts should be available for purchase, not just rent, to encourage property ownership and longevity in the neighborhood.

Work with Poudre School District to make sure neighboring elementary schools can handle the incoming load of new housing. Kids should be able to safely walk and bike to elementary school without fear of being struck by a car going 40mph!

DO NOT widen roads. Overland Trail and Prospect so far west can stay 2-lane roads. Instead add *safe* bike lanes, build trails, and work with Transfort to make riding buses easy (routes that operate every 20 minutes is ideal, and if a coffee shop is nearby to wait in while the bus comes that is even better!)

Avoid big-box retail of all kind, including grocery. Those have no charm and encourage driving.
Instead think of a small local market, similar to Beavers or the Fort Collins Food Co-op, that would meet most day-to-day needs of residents and would also make the big trips to King Soopers, Safeway, or Costco less frequent (this equals less cross-town traffic!)

Do away with parking minimums for this development, but learn the lessons of The Summit and provide real transit options instead. Consider financial incentives for those who don’t drive a car.

Remember that it doesn't have to be all done at once. Building in phases, incrementally over time, is a workable approach. Developers likely won’t agree to this because they want their money back quick, so you might have to sub-divide the site into smaller acreage and sell to different developers. Don’t worry they will still come crawling because of how hot Fort Collins is!

I hope that this provides a vision for a more sustainable, traditional, new-urbanist spot in west Fort Collins. I can’t wait to ride my bike and come visit!

20. I am a FC resident and want to see something built here for the community! What I mean: since the stadium is so far west, it isn’t practical to tear it down for a regional attraction since people from other cities would have to drive across town to get there, clogging the roads. Instead let us turn it into a Community Attraction, for the residents! How about a "New Town" (similar to Old Town) with all the charm and fun places that could go there. Loft studios, retail, bars and restaurants.

Make it accessible with transit with bus stops that go to CSU, and trails, like to Spring Creek trail. Make it easy and safe to walk around this new development, not like the new Super Target at Harmony and Corbett, too many blazing cars! Make it something that Fort Collins residents will be proud of! Not chain restaurants and strip malls! Thank you for listening.

21. We live in the neighborhood that is invited to the listening session. However, we were out of town most of the summer and didn’t get the invite in time. We would like to be invited to the invitation only listening session. Please let me know how to get on the list.

22. I would like to see the University strategically keep the property and expand the veterinary equine and food animal veterinary center. I am not in favor of selling the property to a developer, as it would impact the access and egress to the dam, centennial road and to the trails and wildlife.

23. I share concern about the fate of the Hughes stadium site, and hope that it can be preserved as open space or agricultural land.

I am a member-owner of Poudre Valley Community Farms, (PVCF) which purchases land and leases it back to farmers for local food production. This model provides farmers access to land that might otherwise be lost to development at relatively low costs. I’d encourage you to explore this model – and the idea of converting Hughes stadium into farm land more generally.
Converting the Hughes stadium site to agricultural land for local food production would be enormously beneficial to the community, and would align much better with CSU’s mission as a land-grant university than would converting the site into a housing subdivision. I hope you will consider the former concept – as well as simply converting Hughes into open space – seriously.

24. I am a musician, business person, and teacher at PSD Laurel Elementary School of Arts & Technology. I would like to share this idea for a perfect use of the old Hughes Stadium site.

Interested parties would include Pat Stryker/The Bohemian Foundation and all participants in the Fort Collins arts and education community.

Please view this link to enjoy the Idaho Shakespeare Amphitheater. It is a flexible venue that fits perfectly into an outdoor, foothills locale.

In addition to supporting our performing arts community, this is a perfect draw for residents and visitors to northern Colorado. http://idahoshakespeare.org/

25. Hello! I am a Fort Collins resident for 2 decades and I found this web page from the Coloradoan article. First I want to say to the ICON Venue Group that we do not want a Texas or California style MEGA development here in our town. At least ICON is based in Denver so they should know that we Coloradoans like to BIKE and WALK and enjoy our beautiful state! Too much out of state developers not knowing our Colorado CULTURE building things that no one likes, like General Growth and that Foothills mall, what a mess, it’s like they were making it up as they went along and didn’t have a PLAN.

And speaking of Colorado, this spot where Hughes was built is GORGEOUS and UNIQUE right up against the foothills. Whatever is built there should HONOR that BEAUTY as well as the CSU TRADITIONS like the big A on the mountains!

If there’s a neighborhood, I hope it’s SMALL and the houses have front PORCHES so people can have COMMUNITY and chat with their neighbors. If there’s restaurants, I hope they have PATIOS next to large SIDEWALKS so people can have COMMUNITY and have their DOGS with them outside. I hope there are PLAZAS and SQUARES so people can informally gather and LINGER and have COMMUNITY. Also, aside from neighborhoods and restaurant uses, don’t forget the other uses that can help build COMMUNITY:

Libraries
Schools
Churches, Synagogues, Mosques (YES even in this day and age there is LOVE!)
Bus Stops (being inside our own cars having ROAD RAGE in traffic does not build community!)
Coffee Shops
Corner Stores (make it CLASSY like Fort Collins Food Co-op, NOT a 7-11 or Loaf-N-Jug!)
Trails

THANK YOU FOR LISTENING! Please make us PROUD to be FORT COLLINS!
26. I can't attend the listening session, but I have some concerns... It seems like ICON only has experience building arenas and stadiums based on their website... So why are they involved in deciding what goes here? Seems like a conflict of interest if you ask me!! Of course they'll want to build another stadium!! I live on the west side town in the Rossborough neighborhood and everyone here likes it nice and quiet... Except for game days at Hughes but those are over now. We would oppose any gigantic "attractions" on that side of town that bring crowds and noise and traffic. The drive-in is unique and not a problem, everyone loves it, but some new taxpayer-subsidized sports stadium like ICON builds all over the world?? No thanks!!

27. Hughes stadium and its surrounding property should include an easement along the foothills that could be donated to the City of Fort Collins. This natural area should be used as a park. This would go a long toward repairing CSU's and Dr. Franks reputation to residents of the city.

28. Due to the traffic concerns on the West side of town an additional housing development of up to 1000 single/multi-family dwellings seems inappropriate. It would be best if the University were to partner with Poudre R-1, The Fort Collins Soccer Club, Fort Collins Youth Baseball, etc. and the City of Fort Collins to develop sporting venues which could support these activities.

29. During the development process CSU should be held accountable for maintaining the property. The weeds, the bone yard of discarded materials from CSU, etc. are an eyesore and a haven for the transients in town.

30. Why should we think that anyone is going to listen to what the community says? It was the perfect location for a stadium, as past attendance has shown. The next best use would be a community park. High density residential use would make the poorly planned road system in the area a nightmare in early morning and evening hours, I get the feeling that these "listening sessions" will be one sided. Please prove me wrong.

31. Affordable, aka low income housing will negatively affect property values. I am opposed. Additionally, traditional "affordable housing" is provided as high density housing. More units per land measure equals more$$ for developer, right? This would add greater population utilizing the services and infrastructure, not to mention additional traffic, adding to the increased transit problems already associated with CSU. Let’s put them in Tony’s front yard. I support addition to Maxwell Natural area, CSU agricultural use or other LOW density usage.

32. Unfortunately, I am on travel for work this week and will not be able to attend the meeting. We live in the Ponds neighborhood off of Overland Trail and have been impacted by CSU game day traffic for 17 years up until this year. We learned to deal with it and planned as best we could to avoid driving on Overland Trail during games.

Traffic has been increasing on Overland Trail over the years as it has in much of the city. It would be extremely nice for us if the new use for the Hughes stadium land be not something that would severely increase traffic on this already busier road. I was hoping the garden area that had to be
moved due to the construction of the new stadium could have been moved to Hughes. Then have the cross country teams run at this site through the gardens and CSU could have had another world class athletic facility.

Maybe there are other options for CSU besides selling it for development. I realize that CSU needs to make money, but I recommend something that better fits the boundary here between dense urban development and the Foothills.

33. We prefer NOT to have anything like the mall, shopping square, etc. I know this may not work out economically, but would LOVE to have them as nature area, if you take the stadium down. Or, somehow use the stadium as it is (or do a bit of taking down so as not to be needing frequent maintenance) for, maybe, youth athlete training etc.

34. I think it is a shame to tear down such a beautiful facility. I think it should be USED!

35. Thank you for hosting the neighborhood listening session on September 20th. It was very informative and well organized.

I agree with CSU’s decision to have the property annexed into the City of Fort Collins. It makes sense to have the city control ultimate development of the site.

I would like to see the plot developed for affordable and workforce housing primarily for CSU staff. I think the idea of having Habitat for Humanity use part of the lot in the same way they are doing Harmony & Taft Hill will significantly improve our community. Most of the lot should be for townhouses and smaller homes. WE DO NOT NEED ANY MORE 4,000 SQFT McMANSIONS eating up land and not contributing to our community.

WE need to encourage transit routes into the section which should include the underserved areas east of Hughes Stadium. WE also need bikeways, like Spring Creek bikeway, to connect residents to the city without forcing them to use automobiles every time.

36. I was at the Listening Session last night (Sept. 20). I found it to be helpful and liked that my voice was being "heard". One question that I neglected to ask: Will the public have access to the list of developers that have submitted an RFP and RFQ?

37. Whatever goes in there, don't widen Overland Trail, because of induced traffic (it's a *provable* fact that adding more lanes to roads brings in more traffic - if you don't believe this, read about it!) Lots of cyclists including me ride along here, we need bigger bike lanes, but *not* more cars! Keep Overland Trail on a road diet please! So whatever goes in there, please don’t make it something that will bring in more traffic and then the traffic study says "Oh we need to widen the roads" - *wrong*!

38. At least some of the property could be designated for "affordable housing" as defined by HUD and FHA standards because there is very little, if any, truly affordable housing for first time home
buyers in the lower middle income range of earnings, young families, and persons in the service and hospitality jobs so vital to the economy of Fort Collins. Developers and builders could be given the land which should shave $15-30,000 or more off the ultimate price of a home to the initial home buyer, and a deed restriction and/or covenant could run with the land keeping the home in the affordable "pool" for 20-30 years. Affordable housing is not "low-income" housing although some of that might be considered as well. It is not sub-standard housing. It is generally a bit smaller and with fewer frills but good quality starter housing. There should be some reasonable restrictions on profiteering on this land by developers and builders. Some of the "profit" or income from the land should go to the real estate department at the University for scholarships to study and come up with more, new, and creative ideas for providing affordable housing in Fort Collins to its hard working citizens who could not otherwise afford to buy a home in Fort Collins, Loveland, or this area generally. There should be some neighborhood commercial area which would be retained by the University Endowment so the net profit could benefit the worthy students who might need financial assistance and especially in those curricula which are needed and will benefit the society of the future...not to faculty or administrative salaries and benefits.

39. I strongly encourage the University to consider the long term impact this large space and the use of it will have on the Fort Collins community. Understandable why decisions have to be made on what to do with the land and of course money is a factor, but a broader look at the appeal of our hills/open space/trails to our town. People from all over the region come to these trails to hike, run, and bike. My concern is the long term affect if the spaced is subdivided and the inevitable increase of foot traffic. Living near to this space I am also concerned about overall traffic increase/patterns. I have seen one too many accidents in the last year with the increase in automobiles during busy times on Overland Trail.

The general consensus of the community near to the old stadium is that the University is asking the community for input but the decision has been made - subdivide for lower income housing. Many feel that no matter what they say, their voice will not be heard. Please do the right thing and listen to the residents and take their ideas/input seriously and not just for "show". I haven't met a person yet that has said, "Yes, add new homes which will increase the traffic on the trails and roads".

40. Senior housing cottages, coexisting with affordable housing for CSU staff, in a park like setting. If the homes can go up the west foothill a quarter of the way it could be beautifully tiered and then down into the "valley"... The stadium hill road going up to Horsetooth needs to be at least 3 lanes, and overland trail needs to be 4 lanes. Overland trail and drake road needs to be A ROUND A BOUT...thank you for reading this!!!

41. The thing about Fort Collins that sets it apart from all other cities in the Front Range, and in our county, actually, is the abundance of open spaces. Repurposing Hughes Stadium into a recreation area/open space will benefit our city for generations to come. We've got to stop the sprawl of development against the foothills.

42. Hello, I am writing to provide feedback on the Hughes Stadium property, as we were unfortunately unable to attend the Neighborhood Listening Session that was held on the 20th.
As a home-owner/resident in the immediately surrounding area to the Hughes property (and as a small business owner here in Fort Collins), my hope is that the property will end up being used for some type of recreation; for example: a park, an open space with trails for walking/bike-riding, a place for athletes to train, etc. At the very least, whether the property is leased or sold, my hope is that whatever company takes over its use keeps that area's wide-open, picturesque scenery (being right up against the foothills) and will be mindful of the environment, as it already seems very wasteful to be tearing down the stadium (which, based on my understanding, will be part of the eventual plan), as opposed to re-purposing it as some type of outdoor athletic/training facility, for example.

As Fort Collins is already becoming overly congested and housing developments (apartment buildings, etc.) are already being squeezed into what feels like every inch of space that we have left, having something that is open and natural would be wonderful in keeping Fort Collins a destination for people who want to get out and explore - really keeping with the community culture. As it is, I talk to more and more people over the years that think about leaving Fort Collins (including myself and my family) due to the increasing congestion, roadwork and construction...which is unfortunate. So I think something that keeps the sanctity of the natural area on that property would go a long way in terms of sustainability for the area.

I'm not sure what ideas or proposals might already have been shared at the listening session, but thanks very much for your time and consideration. If you could please email me back at the email address indicated, so I know my comments were received, I would greatly appreciate it. Thank you!

43. I would love to see this transform into a natural area, park, or other place to be outside enjoying our beautiful community.

44. The Hughes Stadium property should be maintained as open space for the city of Fort Collins. Access to the foothills adds value to the community, and to the university - it's already hard enough to compete with CU/Boulder for outdoor-oriented students.

45. No housing....change into natural area or fair venue.

46. Open space along with some affordable, sustainable housing (but not low-income housing).

47. Just make sure that some open space is preserved. Super high density housing there after many years of a large open area would be devastating.

48. Please, please, please NOT another housing development. A big park or natural area would be best for the community!

49. The easy solution is to force through housing that no one wants. That is what happened with the new on campus stadium. The city didn't want it, but CSU did so they said they would use private finding, which ended up being insufficient. So, they bonded it out to get their money. It feels like CSU is going to do the same thing here. People overwhelmingly do not want housing on this very
unique piece of land. Have it be natural space, a park, recreation center, or music venue. Nearly anything would be better than more housing on this side of town. Overland Trail already feels packed for a small road because the city comes to this side of town to get to the mountains, hike the "A Trail", mountain bike, etc. At the first community meeting, it was very clear and overwhelming that people do not want housing there. I hope an institute for higher learning will be more creative with this awesome piece of land than but more houses on it. One would only hope.

50. The area immediately surrounding Hughes Stadium - to the north, west, south and even east, has been a paradise for many residents for many years. I'm sure you have heard many stories, but I want to impress upon you that this space has afforded a rich history and spiritual wonderment to all that have wandered the trails. Personally, I have a connection that spans over thirty years. Selfishly, I want to protect those memories and experiences that have ultimately made me who I am (I am a CSU graduate, upstanding and contributing citizen), and I am just one of many thousands (no data to back up that number, just the folks I have seen their daily, year in and year out over decades, now). We have been borrowing freely, exploring and enjoying that which was never ours in the first place, without compensation, and I sincerely thank you for giving me (us) a wonderful place in FC to grow up in and experience life. We have no right to ask, demand, kibitz or negotiate any preservation of this space - I know this. If I had a magic wand or a winning lottery ticket - any means to buy and maintain this incredible part of Fort Collins and my life, I would do it within a heartbeat.

You have a choice, and obviously you have a business and legacy to maintain. I respectfully ask that you consider some option that will preserve the beautiful space surrounding the old stadium - at least to the north and west. If housing is built there, the new residents will love and appreciate this space, too - for decades to come.

Thank you for providing a forum for feedback.

51. Please preserve the nature of the property in some way. I realize that the almighty dollar is calling and CSU stands to make a tidy profit from selling the land. Putting in any kind of housing development, especially high-density will forever alter the neighborhoods that feed into this area. Where Hughes sits it really a destination area while Prospect and Drake are the only road in ... and out! In my opinion, high-density will be a disaster in planning. I can barely turn in or out of my neighborhood from Yorkshire onto Drake. Just since I've moved here the traffic has multiplied exponentially. Do we really want out of control growth and a re-make of one of the most scenic and photographed areas of FoCo...turning it into an urban jungle?

52. I would love to see it continue to be a space that can be shared with our community. An open space... Place for concerts... Natural area...etc.

53. Make it an open air park or outdoor music venue. Open some of the land up to student gardening. They can sell the food like a CSA. Use it for student hands-on learning. Please don't put housing there. The Mountains Edge property will be full of multi-family homes soon and will totally fill
Overland Trail with too much traffic. Don’t make the west side of FC like the East side. Let’s come up with low impact, outdoor learning solutions everyone can enjoy.

54. Will there be a genuine community input process? The "listening session" was what I would call "we're doing this because we have to" and not designed to have a discussion. The overwhelming majority of people want no development, but I think protecting a large part by keeping open space with low density development might be acceptable to many. People are talking on neighborhood forums about how CSU has already made up their mind and will sell to the highest bidder. I hope this is not the case. I’m hoping that LEED design concepts will be incorporated and that wildlife corridors will be maintained. Traffic studies and mitigation will be of utmost importance since the only collectors from Overland in that area are Drake and Prospect. Prospect is only three lanes (middle turn lane, so essentially two lanes) from Overland to Taft Hill. Traffic will be increasing a lot, especially with the housing development going in on the NE corner of Drake and Overland. I hope CSU does right by the community, even though they have shown they don't really care about community input since they agreed to "listening sessions", probably to avoid conflict.

55. I think the area needs to be developed to reflect the best of permaculture systems and values especially given we are supposed to be an agricultural school and have been an agricultural area that has been encroached upon by development that does not reflect consciousness about the fragile bio-system we live in that includes the air which has become painfully poor due to traffic and lack of development of a public transit system of consequence. I would therefore suggest an intentional community with gardens and housing and entertainment and shop services that demonstrates environmental acuity. Such a small example of this kind of system has been developed in Buena Vista and could be used to model this project. I can only hope you would consider this given the evidence of environmental decline that has occurred with the developments presently and has further created an imbalance in all socioeconomic strata.

56. Please no housing!!! The building that is going on in this town is sad. Any little piece of open space is being turned into something. Soon there will be none left. Please turn it into a natural area.

57. I currently live in The Ponds subdivision, close to Hughes Stadium. I plead to keep the property as a natural area/open space (maybe with an event center), and to NOT develop housing. This property has a long history with Fort Collins as a natural area and connector to other open space. Fort Collins is often on "best place to live" lists because of the mindfulness put behind our natural area planning and open space opportunities. There is value in keeping this property natural, and contributing to the quality of life of its CURRENT residents. Sacrificing the property to the highest housing develop goes against the characteristics and qualities of what makes Fort Collins great.

58. This property is one of the only remaining areas along the foothills in the City. It is a gem! Please don't add more housing here to an area that has much more potential. Selling this land that CSU acquired for nearly nothing to make a huge profit and going against what the community wants is NOT the answer. No one that lives in this area wants more house here. It will affect traffic, light and noise pollution and overall enjoyment of our natural areas and open spaces. Please try to be more conscious of what is best for our community. As it is now, Fort Collins citizens think CSU is only
thinking of themselves -- please prove us wrong. Everyone I talked to (including myself) that
attended the community listening sessions believe that our voice doesn't matter, that CSU will do
whatever is best for their pocketbook and that is their only motive. Prove us all wrong. Do the right
thing. Be a hero, not a developer of open space. Don’t ruin the beauty of our community and upset
citizens with another greedy choice. Sell the land to the City for a fair price for natural areas or
recreation. Don’t pack a bunch of housing in this area. We don’t want more housing in this area.
Please, do something you can be proud of for generations to come!!

59. I am most concerned about the plan to handle the increase in traffic and people in this area. I am
not a proponent for more congestion, foot and vehicle traffic and possibly more crime. I question
the true motivation of CSU in this endeavor believing what they are most interested in is increasing
revenue and influence for the university. Please consider continuing to keep the area a low key
residential area. Fort Collins has plenty of growth in other parts of town and the city is not keeping
up with infrastructure needs to support that growth.

60. This land was purchased with public funds, as CSU is a state school. The idea that it can now sell
this land, for profit, to a developer and not pay taxes on the property is absurd. This land, which is
bordered by City of Fort Collins Natural Areas, should be sold back to the city and remain public
property. Adding housing in an area set aside for outdoor recreation would be a huge, irreversible
mistake and one that will forever decrease the quality of life for all Fort Collins residents and
visitors who now are able to peacefully access and enjoy the adjoining property. There are plenty
of areas already under development that are in much more logical locations to build housing, and
ones with more correct property tax status. If CSU were to lease the land, it would therefore have
to provide all emergency and support services as the City and County are not receiving property
taxes to fund such support. This land should be returned to the City of Fort Collins and the city
should decide how best to use it. That’s the only course of action that is reasonable.

61. Despite the neighborhood meetings and online feedback forms, I fear CSU has already made the
decision to develop this land for some kind of density housing, commercial use and/or lease it to
the highest bidder for development, no matter what the impact on the environment, water, land
and neighborhood community. I live in a nearby neighborhood to Hughes Stadium. PLEASE do not
make the old stadium and land into more housing with a retail mini mall! Leave open space around
Hughes and if the land must be used, then limit use and buildings for one of CSU’s horticulture or
green land management programs. Let’s not add more density and stress to the land and water
resources that we already have. We don’t want Overland Trail to become a 4-lane highway for all
the traffic! CSU is supposed to be the 'green university' so how about bringing those green
concepts to this opportunity in an innovative way that benefits this particular environment,
Horsetooth reservoir and Fort Collins? The idea of CSU developing some kind of housing for their
low-paid employees is ridiculous as CSU should not be in the business of real estate development.

62. My first choice would be to keep it an open space. Keep Fort Collins unique and beautiful.
Second choice, sell it back to the City for the cost of demolishing the old stadium. The city could
work with the CSU Design program and students in landscape architecture to design a sustainable
city-owned recreation center on the current stadium footprint. CSU could attract high quality
students to these and other programs by using this as a demo project and the City would benefit from a state of the art recreation and art center that serves the public and preserves surrounding open space.

63. This area should be kept as open space/ recreational. No houses, condos, or development of any kind other than hiking/mountain bike trails. Please keep me informed as plans progress.

64. Please don’t put more low income housing here. Keep it as beautiful open space!

65. I am strongly against housing or music venues. I realize CSU wants to make money. I hope the university also considers the burden on city infrastructure that housing or music venues would create. Many homeowners have intentionally chosen this end of town for its lack of traffic and/or noise. Low income housing may cause property values in the area to drop. We need to consider open space management. We need to consider environmental concerns. I pray city officials will speak up and university officials will seriously listen.

66. The west side of Fort Collins suffers the worst air quality. Adding more housing will exacerbate this. Please do not develop as high density. This side of town can’t support the traffic (even with more lanes on Overland).

67. I live on the west side of town close to the stadium. I think housing is the worst option for the city. Prospect Road is already an irritating road to drive on and adding a larger population to the west side would make it so much worse. I think the area should be for recreation, open space, park system, bike park, amphitheater. The land is located in an ideal spot for outdoor recreation. Please no housing!

68. Please do not turn this property into low-cost housing. It is a beautiful site and deserves better than cheaply built housing. The surrounding area already has enough shoddy construction. I would like to see it turned into a nature appreciation area. In keeping with the golf Frisbee course already there, maybe add a bicycle course, skate park, ropes course, etc. Make it an area the entire community can use and enjoy, not a rapidly deteriorating eyesore of shabby housing. Take into consideration how much it will cost to build the infrastructure necessary to support the addition of hundreds of people. Do NOT try to cram as many ugly, cheap apartment complexes as possible into this area. Yes, that would fit in perfectly with the housing that is already in the area but not at all fitting for the scenic setting. I especially would not like to see development such as that which has recently been built on Willox Lane (west of McDonalds). A prime example of ugly, cheap construction that was allowed to be built because the area was already ugly and economically depressed. Please do not destroy the beauty of the area that Hughes Stadium occupies. Use this area for recreational and educational purposes, please.

69. Please maintain open space for this property. We will never get it back if it is developed. We have new housing going in on the corner of Harmony and Taft Hill, housing going in on Horsetooth just East of Taft Hill. Traffic is getting worse by the day in this area and if this land is developed it will
become intolerable. I bet if the land were offered to the city, we could come up with a way to purchase it.

70. The property needs to be deed restricted to allow for reasonably priced, attainable housing only.

71. Open space is most important to me. My preference would be to keep the entire thing as a natural area, but that doesn't seem realistic from what I've read. Please, please work with City of Fort Collins Natural Areas Dept to conserve as much of the open space, trails, wildlife habitat and other natural values on this site.

72. Please, no housing. That beautiful foothills area is prime for a foothills park, open-space, watch beautiful sunsets, bike, stroll, walk, enjoy fresh clean air in a rural setting as our "choice city" was meant to be! Please don't ruin our "choice city" with more tall apartments, condos and air pollution infiltrating those beautiful foothills and Overland Trail access. Please don't let the "almighty dollar" rule and ruin your lives and ours forever. We could all enjoy a lovely, open-space park for a long, long time while we are on this earth!

73. I live in the area and would NOT like to see high density housing, nor low or affordable housing. The area already has a high level of low income housing and it is a major eyesore. The area is starting to look like "the projects" and additional low income housing will make the area worse. The area should be kept as open space or CSU botanical / green house facilities. If CSU is concerned about affordable housing for its employees, then CSU should pay its employees a better wage!

74. While I want affordable housing in Fort Collins, surely any for profit housing in place of Hughes Stadium will be on par with current rental / housing rates and therefore not affordable. I also live just off Mulberry and walk my two kids and two dogs east on Mulberry to City Park and do not want more traffic on Mulberry; if massive housing units were built West of us then surely there would be more traffic on Mulberry than already is. People speed on Mulberry, they run the red light on Bryan, they race to pass each other, none of these are helping keep our city safe and why I don't want more housing West of us.

75. I am totally opposed to housing being built at Hughes Stadium our city is being inundated with more large complex housing which impacts city streets and detracts from the charm of our city. Keep it open space!!!!

76. No more housing! Outside public pool, fitness center for families kids and/or concert venue! Absolutely no housing!!

77. I am not ok with a music venue! I live very near the corner of Drake and Overland. When they started the music for the marathon at 6:30 Saturday morning it worked me from my bed! The sound of the announcer from the football game was regularly audible in our house. I can't fathom how loud a concert venue would be, with the sound reflecting off of the hills into our neighborhood. Please, this is not red rocks, out alone in the hills. We do not want an open concert venue across the street from our neighborhood.
Those are my only two cents. Appreciate the opportunity to respond.

78. Please, please, please do not put in new housing on the stadium grounds. It will ruin the quality of life for both the people that live on the west side, as well as for the wild life that calls this area home. We have all moved to this side of town to get away from the busy side of FC, and adding a huge development would take so much of that away. It will increase traffic and possibly lower our home values, by taking away such a beautiful recreational area. We love going sledding there in the winters, playing Frisbee golf and hiking in the spring, summer and fall. Please, if anything, turn it into a music venue that will bring something positive to the area. A music venue is something that the city of Fort Collins is missing and just think of what it can bring to the city. I understand that this is business and that money is the bottom line. I guess I am just hoping that you care more about the people of Fort Collins, than you do the bottom line. Thank you for your time.

79. Housing and/or commercial development is the last thing this area needs! This part of the City is crowded and there is minimal open space and few recreational opportunities. Bike paths end on busily trafficked streets and biking is becoming increasingly dangerous. Housing development is rampant on the South side with new "communities" in FOCO, and developments in Loveland which eventually will merge into a densely populated megalopolis. One of the successes of FOCO that has drawn so many new residents, is the small town feel in a City that has so much to offer. As the population grows, and as the present population ages, more activities are needed for youth lest FOCO follow the example of so many other cities where youth have inadequate opportunities to keep them active and fall prey to drugs and alcohol, which is already a significant problem here. With increased traffic, seniors will have more difficulty getting around town to carry out their routine errands, and to enjoy the cultural events. The Old Town area, that has so much to offer, has become almost inaccessible if you are not in walking distance in the evenings and weekends. The stadium area would be a perfect location to serve both the existing and the future population with indoor and outdoor recreational activities, hands-on classes (e.g. pottery, stained glass, jewelry making, weaving), lectures, live theater, and other venues to draw people of varied ages.

80. My husband attended the first "listening" session, where it was made abundantly clear that no one associated with the redevelopment plan wants to hear concerns or opposition to what has obviously already been decided. The density of population in this area is already intense, the unique environmental area in question cannot be replaced ... yet build, build, build is all that is ever offered. It is well known that Overland Trail Road is not a good candidate for expansion due to its lovely route along the foothills. Adding congestion, pollution and too many people is a recipe for disaster. Decisions need to be made with regard to what is best for the environment and our future not the wallets of developers and CSU.

81. I am strongly opposed to the demolition of Hughes stadium with housing development. As it is, you cannot even cross Overland without an extended wait due to severe traffic. A new housing development will greatly exacerbate this problem and make west Fort Collins a gridlock just like central Fort Collins and downtown. I know that expressing my opinion will do nothing to stop this
process but feel obligated to state my strong opinions as a faculty member at CSU. I am so disappointed with this decision.

82. I am a neighbor in the Ponds and can see the stadium lights from my back porch and have listened to the games that were held at the stadium for close to a decade, (which is easy to hear from our house). I welcome the use of the stadium as a music venue or some other public event spot. I do not believe high density housing is a good use of the property and am strongly opposed to this type of development in particular. It would have a negative impact on the adjacent neighborhoods. We already have lots of high density and low income housing in the immediate vicinity.

83. No more houses, please! We do not need more traffic, more congestion, more noise, more people on this side of town! This property would best serve the public as an open-space/park. Please help Fort Collins retain its nice-place-to-live character by not succumbing to the short-sighted "more is better" ideology! What happened to the "quality of life" view that used to be on the forefront of city planners?

84. I agree with the idea of using the NE corner of the property for CSU employee housing, as it would expand the residential housing directly north (Sumac St). I am much more passionate about maintaining the remaining land as open space, natural habitat and keeping the CSU disc golf course. I would support a community garden on the site, perhaps near future housing. I am in favor of demo and removal of Hughes Stadium.

I am very passionate about no other development on the entire site, including turning any of it into a park or adding additional landscaping. I would like to find out if the dirt parking lots could be replanted with prairie grasses after removing the noxious weeds.

The beauty of this area and a few other open spaces is not due to resources and amenities on the ground, but in the unobstructed views of the big sky.

85. I am a 2 time CSU graduate, long time Fort Collins resident, and Colorado native. I am currently a resident of the Quail Hollow neighborhood which sits at the intersection of Overland and Taft Hill Road, very near the stadium location. I am sorry I couldn't attend the listening session last night but I had a funeral to attend.

I would like to very strongly advocate for selling the land so that it can be preserved as open space/recreational use. It is adjacent to the Pine Ridge Natural Area, at the base of popular mountain biking trails, and is used by the City's children as a sled hill all winter. We have so much rapid development going on within our community that the qualities that make it the recently named "4th happiest" city in the nation are going to be tested. One reason we are so happy is due to our amazing open space and recreational areas within biking distance of the city and our neighborhoods.

I believe development of the property into residential or affordable housing would cause real disruption to this area due to increased traffic along Drake/Overland, negatively impact the few remaining wildlife corridors on the west edge of town, mar our views of this beautiful area, create
conflicts with long established recreational use, and necessitate expensive roadwork to accommodate increased congestion in the area.

My vision for this property is one in which the land, if annexed by the city, is designated for a natural open space and recreational area to augment our quality of life and embrace our wildlife as well. My vision includes habitat hero gardens (pollinators), a sled hill for the kids, a conduit for mountain bikers and hikers, and the like. Please consider open space and recreation and prioritize it over residential or commercial development. It isn't the right space for that and this is one of our last crown jewels in the area for open space (certainly within city limits)!

86. Let’s keep Hughes Stadium as natural of an area as possible. Our beautiful state of Colorado is becoming so over run with overwhelming population I fear it will be ruined. Please keep a little piece of paradise around for our future generations to enjoy.

87. Please leave it as open space, we really need it.

88. The west side of town is already too congested and Overland Tr/ Prospect/Drake already have trouble handling existing traffic at times. In addition, the foothills open space helps make FoCo what it is. Please do not develop it further. CSU has already gone against public opinion by building the new on campus stadium. Please do not further disrespect FoCo by selling this land to a developer.

89. Please consider not developing this area with MORE housing. Fort Collins is really beginning to lose its charm with the incessant building in almost every corner of this city. The additional traffic on Overland, being one lane, and Prospect between Overland and Taft will be ridiculous if the projected housing comes to fruition. Let's think about Fort Collins and not about lining the pockets of developers.

90. There is a lot of great Open Space along Overland, and Hughes is such an icon of our community, especially with the A-Trail there. These types of spaces are quickly getting swallowed up by development and West Fort Collins is beginning to lose what makes it special - a place to access trails, view the Foothills, and appreciate that Fort Collins is so unique in that it sits at this "urban-rural interface."

I understand the need for affordable housing, but I feel we should be building "up" closer to and more densely within the city. The development that is sprawling into our more rural areas across Fort Collins is so ugly, cookie cooker, and not the types of homes that are built to last years and conserve water and energy.

I would love to see the Hughes stay a cultural icon in some way, celebrating a natural landscape that is becoming so uncommon. It would be great to see a skate park, bike park, playground, something that can engage youth and families, or be a place for music, events and festivals - the events/festivals downtown have become so standardized and everyone feels exactly like the one before. It was so nice having events like the Peach Festival when it was still at Hughes.
91. Would really like to see this unique property left as open space/foothills buffer. A concert venue at most. The push for "low-income housing for CSU employees" seems unrealistic and unworkable in fact - a mere talking point. (Plenty of low-income housing on this side of town already. What happened to the City's vision of mixed-density neighborhoods?) More housing would affect both the traffic on limited arterials and pollution in this area. Back in the 1980s, there was concern about further development west of Overland Trail negatively impacting air quality along the foothills. (What happened to that?) A recent study indeed showed Fort Collins' pollution is worse on the west side.


93. Please take the traffic situation into consideration when deciding what to put in place of Hughes Stadium. The situation in town is already VERY difficult with very few good east-west avenues through the city. Adding additional housing would significantly impact the traffic situation. Spreading out the housing a bit more would help, but the proposed "affordable housing" would be sure to increase the traffic problem exponentially. Thank you for your consideration.

94. I am a resident of Westgate Townhomes (the neighborhood which shares a fence-line with the stadium on the north side). As a resident, I would like to offer my feedback regarding any redevelopment. I think the property should be used for open space. This area already has a very high concentration of rental properties, usually with more than one tenant, which has created quite a bit of traffic congestion during busy times and a lot of noise pollution. Also, the scenery and character of the area would be ruined if this area was developed for housing.

95. Is there a possibility that this could be used as a High School sports complex?

96. Hope CSU chooses to sell to a developer with low-cost housing in mind. Whatever CSU chooses to do, remember all of Fort Collins has to live with that choice. Thank you.

97. The Hughes Stadium property has been a fantastic resource for Fort Collins residents, even outside of games and special events. The disc golf and sledding hill are popular and trails behind the stadium are an important connection between the local open spaces. I would vastly prefer a continuation of a public space, be that open space or an auditorium. Our foothills public lands are a great draw for the city: an ugly dense development alongside the road to Horsetooth Reservoir would be a shame. The west side of town lacks the infrastructure investment and high tax base of the southeast part of town - how would the city cope with hundreds of new homes? We on the west side would like to keep things less crowded.

98. Let it return to grassland and utilize it as open space or natural area for all residents. I'd be happy if the disc golf course got an upgrade too. NO CONDOS!!
99. This property should NOT be used to build more housing or residential areas. Keeping this space open and natural is crucial to the environment of Fort Collins. We are known for being natural and agricultural and we need to keep it that way!

100. As a CSU Alumni 1990, 2000 and a thirty year Fort Collins Resident. The Hughes property should be donated to open space. Located next to Dixon reservoir and a key view shed entry into Horsetooth Reservoir the last thing the City of Fort Collins needs is more apartments right there. It’s tragic that the decision to develop this has already been made any community engagement is a farce, developers clearly drive government and approval processes. Maintaining livability and desirability of current residents means nothing.

101. It would be great if CSU could convert the Hughes Stadium property into open space or a recreation area. With the neighboring natural areas, it would be beneficial to keep the space free of residential housing units. The traffic and light pollution would impact the surrounding natural areas in a negative way. With so many areas of Fort Collins filling up with houses, we have very few real open spaces for CSU students and city residents to enjoy. If given the opportunity, I think it is worth preserving this space and the surrounding natural areas.

A second idea would be to convert it into a natural space that could be utilized by CSU classes, so that it has some functionality for the school. Some extension classrooms or laboratories could be built, that would preserve some open space while serving an academic purpose. This would not negatively impact the other natural areas as much as residential housing, and could provide a fun learning environment for students.

102. The space around Hughes Stadium should be developed and maintained as open space/recreational space. It is such an important space for those uses currently- both the Frisbee golf course and the space around the stadium. Coyote, deer, and other wildlife are also frequent users of these spaces and with the proposed impending development on the corner of Drake and Overland and ever-expanding development filling in space northwards on the west side of Overland, having these wildlife and recreation areas on the edge of town are important to support those animals and prevent them moving even further into town than they already do. Please take a long look at the current use and its enrichment of the current community and its importance ecologically during this process. IF the option does not exist for the land to be used as open space/recreational space it should be used for something innovational and beneficial to the community... some type of community garden with family programming...tiny house cohousing... something that isn't just more housing or businesses, and something that honors the importance of this space.

103. Bikes

104. You should build a BMX race park!

105. Want me a BMX bahk park pls and thanks.
106. I am a homeowner living on Overland Trail. I am concerned that the Hughes stadium land will turn into yet another large housing development. Please do not litter the west side of town with more crumby condos, automobiles, noise, pollution, and traffic.

There needs to be a wildland-urban transition from the foothills to town. The space between the foothills and Overland Trail should be preserved for this purpose. Filling it with housing would be a desecration to the landscape and to the community. I would encourage the City of Fort Collins to act reverently and turn the Hughes space into public open space or natural area.

107. Please do NOT build housing on the Hughes land. This will destroy the open space around that area! This is a great collaborative opportunity for the City, County and CSU to work together to keep this land undeveloped. So many possibilities, including an area that students can use for environmental studies, etc. The idea of all of those homes on that land makes me sick. Keep this land as some kind of natural open space.

108. Preserve the existing parking as a renewable energy hub with wind/solar energy hookups provided by the city of Fort Collins for short/long-term lot rental and fee-based charging of electric vehicles, RVs and tiny homes in support of local tourism by providing an Overland Trail alternative to U.S. 287 through Fort Collins. The existing field could also be preserved and rented as a soccer field for both men and women at the collegiate/olympic/professional levels by installing metal bleachers after the concrete bleachers are removed. The existing waste removal infrastructure could be used to support waste removal for both the soccer field and renewable energy transportation hub. Women’s soccer in particular is looking for non-artificial turf to play on and the high number of days of sunshine we experience makes Colorado an ideal location. The existing stadium is an ideal location for promoting local tourism with access to both the Poudre and Big Thompson canyons via Horsetooth Reservoir. The parking could also be used by alumni and family members of CSU students for short-term rentals and to provide long-term rentals and affordable housing for CSU employees, students and the homeless.

109. I would like to see this turned into some sort of active/sport outdoor recreation area, with a mix of things like the Frisbee golf course; running and biking circuits (like the Valmont Bike Park in Boulder); maybe a fitness park or open-use courts for yoga, tai chi, and other meet ups/classes; and most of all, fitness stairs that go up the hills (Like the Lyon Steps in San Francisco or the Baldwin Hills Overlook in L.A.). This all would act as both a popular tourist destination and a spot for locals to enjoy the outdoors. You could even zone in some commercial pads to allow cafes, outdoorsy shops, bike repair shops, food trucks, etc. to serve the type of people frequenting this area.

Lyon Steps: https://urbanhikersf.blogspot.com/2013/05/wordless-wednesday-lyon-street-steps.html
Valmont Bike Park: https://bouldercolorado.gov/parks-rec/valmont-bike-park
Outdoor fitness court: https://nationalfitnesscampaign.com/the-fitness-court1/
110. I'm a homeowner who lives at XXX Ross Drive Unit XXX, which is directly across from Hughes Stadium.

As a homeowner who has lived across from the stadium for four years, I am very interested in seeing the land be used for open space/recreation. I believe using the land for open space/recreation is the most consistent with its current context. Maxwell, directly to the west of the stadium, is used by walkers and hikers. The disc golf field is utilized by the community. And, the grounds of the stadium are home to hundreds of dog walkers like myself. My two beagles and I walk the area at least a few times each week. Further, dozens of families with children use the area for sledding in the winter. These are only a few examples, but they illustrate that the area is already being utilized recreationally on a daily basis by multiple different groups within our local community. Developing the area for commercial or residential use would be a loss for walkers and hikers, disc golfers, those with dogs, and families with children, among others.

111. Big mistake to build the new stadium. Hughes could have been renovated at a much lower cost, but that wasn't good enough for the bigwigs running CSU.

112. Ask CSU to annex land back to the city then let city turn the land into a beautiful golf course.

113. Of course this Stadium needs to be torn down and become open space to preserve for future generations! Look at the map, it is surrounded by natural areas, lakes, the reservoir, trails, the historic A on the hillside. Think of the legacy we will be leaving here. Do we as a community want to pass down a strip mall with a 20-year life, or open space and trails for people to enjoy for many decades to come? ICON may not like this idea because they are builders and they don't make money from this, but those who came before us had the foresight to save land as open space rather than sprawl and pave in every direction, and we are grateful, let us show our gratitude by doing the same. Fort Collins resident for 18 years!

114. Hello,

I'm writing to provide feedback on the Hughes Stadium property, as I could not attend the Neighborhood Listening Session that was held on the 20th.

As a home-owner/resident in the immediate surrounding area to the Hughes property (and as a multiple small business owner here in Fort Collins), my hope is that the property will end up being used for some type of recreation; such as a park, an open space with trails for walking/hiking or especially as a place for athletes to train such as an athletic park or even a cycling velodrome. At the very least, whether the property is leased or sold, I hope that whatever company takes over its use keeps that area's wide-open landscape and will be mindful of the environment, as it already seems very wasteful to be tearing down the stadium (which, based on my understanding, will be part of the eventual plan) as opposed to re-purposing it as some type of outdoor athletic/training facility, for example.

As Fort Collins is already becoming drastically overly congested and housing developments
(apartment buildings, etc.) are being squeezed into what feels like every inch of space that we have left, having something that is open and natural would be great to keep Fort Collins a destination for people who want to get out and explore. I talk to more and more people over the years that think about leaving Fort Collins (including myself and my family) due to the increased congestion, constant roadwork and construction...which is unfortunate. So I think something that keeps the beauty of the natural area on that property would go a long way in terms of sustainability for the community.

I'm not sure what ideas or proposals might already have been shared at the listening session, but thanks very much for your time and consideration.

115. I am a 46 year Fort Collins resident, CSU Alumni and a graduate of the College of Natural Resources and believe that if CSU is truly the “Green University” they should turn the site into open space. I intend to fight any other option.

116. I agree with the idea of using the NE corner of the property for CSU employee housing, as it would expand the residential housing directly north (Sumac St). I am much more passionate about maintaining the remaining land as open space, natural habitat and keeping the CSU disc golf course. I would support a community garden on the site, perhaps near future housing. I am in favor of demo and removal of Hughes Stadium. I am very passionate about no other development on the entire site, including turning any of it into a park or adding additional landscaping. I would like to find out if the dirt parking lots could be re-planted with prairie grasses after removing the noxious weeds. The beauty of this area and a few other open spaces is not due to resources and amenities on the ground, but in the unobstructed views of the big sky.

117. The VAST majority of the LOCAL COMMUNITY does NOT want the land to be developed into even more homes and/or condos. Part of the reason we bought our first home in this neighborhood is because it backs up into open space. Huge numbers of citizens currently use the area as a recreation area/open space not to mention it is a major gateway to Horsetooth. CSU is supposed to be pro green but they aren’t. If CSU sells this land to developers, I will officially be disgusted to be a graduate. I will never donate money to the school and my children will not attend. I know countless people in the area who feel the exact same way. CSU does not have the best interest of the citizens of Fort Collins in mind. They’ve turned into a greedy institution. They should think a little bit harder about the long term effects of this decision and not just the financial gains. Hopefully the decision hasn’t already been made and you aren’t just taking input from actual citizens as a formality. I will say that most people sadly think this to be the case. All eyes are on you, CSU. Don’t blow it.

118. Please no retail or homes. The traffic is already going to be increased with the new homes going in on Drake and Overland. I really wish someone from CSU lived over in our quiet neck of the woods and realized how awful it will be to add thousands of more cars to this area. There really is no respect from CSU regarding the quality of life in this town. Listen to the neighbors that will have to live next to this development. I would suggest keeping it an open space or a concert venue. The temporary use as a concert venue would be far less hideous than housing. It wouldn't be a concert
venue nightly so dealing with extra cars would be the occasional thing instead of daily (like a
development).

119. I’m a professor emeritus at CSU. We live very near to the Hughes Stadium area. Very broadly,
my recommendation is to create most of the area around Hughes into a friendly and usable open
space. There might well be some spaces for small but needed housing projects. But fundamentally,
I urge that the area become a public park. A generous park for future residents of Larimer Country
would be precious and broadly appreciated. To me, a smaller public Children’s Park might also be
considered. Altogether, instead of aiming at strictly practical goals to please us now, we should
think of a gift for the next generations to our remarkable community.

120. PLEASE - NO housing at the Hughes property!!! I am a local resident of the area and the
consensus is that we DON’T want more housing, more traffic and more property development! The
traffic has greatly increased on Overland Trail road, as well as W Mulberry and W Drake that
connect to Overland. Many are concerned about additional pressure on the land, water resources
and air quality. So, CSU - NO housing, please!

121. I am aware that FoCo needs more low-income / affordable housing, and hope that will be
included in the re-development. The Drake & Overland Trail intersection is already very busy and
dangerous. It will need to be improved when the Hughes stadium property is redeveloped. What is
the plan for this? Will traffic lights be installed? Also, I am concerned about traffic on Drake and
Overland Trail. Will additional bus lines be provided to reduce traffic? I believe they are needed.
Will there be any efforts to mitigate the traffic noise from Drake and Overland?

122. I have read the feedback thus far and requesting the property be kept as open space is
overwhelming. I hope CSU is listening this time.

123. Why doesn’t the university designate the land for preservation of natural grasses and wildlife?
That would go a long way to make peace with the town and might make it easier to work with
them later on!

124. I’d love to see the area become a natural area. There is already too much new development in
front of Horsetooth, so it’d be nice to have some natural space preserved there.

125. The Hughes stadium property is very special in that it is next to existing open space, and a
tremendous opportunity to expand our outdoor recreation opportunities. As FTC grows, the
existing trails are becoming overcrowded. Selling this land to a developer is the wrong long-term
decision. Please make it into open space.

126. The overall property could showcase two of the most compelling and historic areas of study at
CSU: Sustainability & Agriculture. The entire property can become a mix of housing surrounding a
central gathering place located where the existing field is today. This central gathering place can be
a mixed-use space, activated as a pedestrian village lane, greenspace, and/or farmer’s market
facility. The existing stands on both sides can be re-purposed into LIHTC affordable apartments as
well as market-rate condos that incorporate the unique concrete support arches on the west side. There are several examples of this adaptive reuse in Europe, using old soccer stadiums. Surrounding the village that was formerly the stadium, community gardens as well as CSU experimental gardens could exist side-by-side, sharing infrastructure. Additionally, value-added agriculture ventures could be incubated, such as a hop farm, commercial kitchen incubation, finished retail products, etc. Finally, a mix of housing types is essential (including tiny home village), and LMN zoning would seem to be appropriate here. Ultimately, the former Hughes Stadium property could become an agricultural village, designed and developed with advanced sustainability techniques.

127. Hi - I live within a mile of Hughes, and would love to see it preserved as open space. If not, please please please be sure that the light pollution from whatever is developed does not shut down the Drive-In Theater. The owners have said before that if Hughes is developed, that the lights would be the end of the theater. Let's keep this piece of history alive and plan any development as dark-sky approved.

128. Please keep it as open space or turn it into an amphitheater to preserve the Colorado beauty and heritage. Thank you!

129. The open space backing up to foothills is unique and of high value to the entire Fort Collins community... some combination of gardens and open space for mountain biking, hiking, dog park, etc.

130. Please preserve the area as an outdoor recreational multipurpose area. We moved here 10 years ago and were impressed by the open fields throughout the town, the great parks and the ease of driving in Fort Collins. I was so inspired by what I thought was one of the most stunning settings for a stadium. Now every vacant lot is either filled in or has a yellow sign to redevelop. The growth here is exponential as is the traffic. The town is getting over run with cheap LEGO block apartments and housing developments at the expense of green areas. There is very little to be excited about here. The town is getting uglier by the day.

In addition, the city is already one of the most polluted cities in the country and west Fort Collins has the worst air quality in the city limits. The brown cloud and the diesel smell is getting worse, let’s not add even more cars and houses. There are so many great recreational ideas for this area. I would like to see the city put in a cross country track in the winter. I ski at my local park and would love to have a groomed path. We could use more winter sports here. Please don’t pave over this gem of an area. Thank you. Please keep this gem of an area natural.

131. A considerable sized music venue would be a great fit. It would also help bring revenue to the city since anytime a major act is in the state we have to travel to Denver area. There is no decent venue in northern Colorado or within the Wyoming area. The location also has enough space to support parking for a large venue as well.
132. I feel the powers that be should be thinking outside the box. The suggestions people have provided so far are typical. Housing in Fort Collins is not and never will be affordable for most people. Open space. We have enough. Fort Collins certainly needs much more than it has to make it an appealing place to live, in reality, rather than in hype. In any case, my idea for that space is a bit unusual and maybe not practical, but would hopefully appeal to many people. I suggest that the space be turned primarily into a bicycle velodrome. This might appeal to Olympic hopefuls. Also, I imagine there would be space enough for an outdoor roller skating venue (ice skating is too common) and also a skateboard park. Maybe you could throw in a full size running track. There is a sad lack of activities here for young people and a skateboard park might be something kids would really use plus give them physical activity.

133. I'd love to see a music venue replace Hughes stadium ... it's a perfect location.

134. I am a long time resident with a family in Fort Collins. I believe Hughes stadium should remain as recreational/event type facility. The open space on all sides of the stadium are an integral and priceless commodity for the City of Fort Collins. The trails have become a major recreational area for the town and is getting more traffic each year. I am afraid if this property is developed into housing that the trail system will be overcrowded and will lose its appeal to many people. Not to mention the traffic on Overland. I believe the city should purchase this property for a once in a lifetime chance and provide a park/open space connecting a continuous area of open space to the north and south.

If it is developed into housing, then they should be mandated to upgrade and enhance the entire trail system to allow mountain biking and hiking on separate trails since it will surely become overcrowded. This is the gateway to the foothills of the Rocky Mountains, please don't develop it into housing and ruin this area of town? Go east or north for more housing, there is plenty of open space. By the way, there is a dam just above the property, do we want houses below it? I hope profit hungry developers don't get their way with this property, if so, this will be a big hit to the City of Fort Collins way of life. Thank you.

135. I think this is the perfect opportunity to move the basketball games offsite; Moby should be moved to the Hughes site. Think of how much better access there will be, and far fewer parking issues. This would be a great opportunity to showcase our foothills to returning Alumni. There is no good reason to keep Moby on campus; it should be torn down in favor of a parking garage for the football games.

136. I very much liked (and copied) this entry in the Coloradoan on 11/30/17. Thanks for asking! A mixed-use, walkable/bikeable neighborhood, not just residential, with a grid of narrow streets (with) bike lanes, easy transit to ... main attractions of CSU and Old Town, buildings close to the sidewalks like they are in Old Town, pedestrian-scale infrastructure like lighting and bike racks rather than gigantic wide open parking lots, and almost everything a community would need within walking/biking distance, including an elementary school, restaurants, houses of worship and a local market. With the huge size of this location, if density is done properly, it could serve tens of
thousands of people and allow Fort Collins to grow wisely instead of sprawling all the way toward Wellington.

137. I would love to see this area developed into an amphitheater as a venue for music and other entertainment. It is in a beautiful location nestled against the foothills. The music scene in Fort Collins has always been big. Being a college town with a diverse population, it is a natural fit. I think it would also be a great venue for events like New West Fest, the 4th of July Fireworks show, Craft Shows for local artisans during the warm months. Possibly a Colorado Winter Wonderland 2-3 day event with local shops having booths selling Xmas gifts and showing off what their shops sell in their Old Town stores and restaurants. Maybe even have a skating rink for the event. Very quaint, very Colorado. Stuff like this makes people feel good, puts a smile on your face. So, it could be used as a multi-use venue with lots of local events mixed in with some small - medium sized concerts featuring nationally known artists. I am envisioning a multi-use amphitheater venue that offers a variety of music concerts with special local events throughout the year. There will ALWAYS be a need for more affordable housing. Please, let's use this this area for something special.

138. Starting as a freshman at CSU 23 years ago, I have enjoyed the open space around Hughes Stadium for walks, sports and a quiet place to read a book. Now as a resident of Quail Hollow, just across Drake, I would be heartbroken to lose that open space. Please help protect our wildlife, dark night sky, quiet atmosphere, and decent traffic flow by keeping the old Hughes an open area. I am in favor of selling to our Department of Natural Resources and other proposals that keep the area as natural and wild as possible.

139. Many residents in this area's highest priority is natural features, trails, wildlife, and open space. Please fully explore a sale to the City of Fort Collins Natural Areas Department so that it can be preserved as open space. The department has a large conservation fund and can pay fair market value. I am a neighbor, and the reason I chose this area is the access to the outdoors. Please don't pave paradise! This area, on the East side of Overland is already low-income, high density housing. Fort Collins doesn't need more housing, it needs open space preserved for future and current generations.

140. If Hughes will not be used for a music venue, as the plan is already to demolish it no matter the cost, then please let the land be incorporated into Maxwell Natural Area to provide more space for wildlife, natural resources, hiking trails, and the beauty of what most of us moved to this area for. As the City of Fort Collins continues to sprawl and become overly developed, the last thing we need is more housing to cram an overabundance of people in our idyllic town. Please think about the impacts on the natural environment here before adding more concrete and asphalt to our already warming globe.

141. Please preserve the open space and nature that is present today. Housing, commercial development, and traffic will not preserve what is disappearing in our landscape. Taking down the stadium will allow for continued use of the area for low impact recreation in a natural park setting. The area is a part of the foothills which continues to be encroached upon. Preserving this landscape will allow individuals and families to enjoy the reason why we will allow choose Colorado to be our
142. Not housing. Not housing. Not housing. Not housing. Not housing. How is it that the stadium location is too far from campus to host football games 6 times a year, but ideal for housing? Tear it down and put in a park and open space. As it has been used by west side residents for 299 days a year.

143. I applaud CSU and the City opening an idea forum for citizens. Wish they would have done same for the on campus stadium. That blemish and personal failings by CSU to do the right thing put a damper on our home team spirits. Since 1978, we have enjoyed going to games at Hughes Stadium. More than the lure of watching the home team was the experience of that great scenic location and the chance to connect with friends at the tailgating area. I doubt very much that we will ever go to the new stadium.

I appreciated the suggestions by the people who live close to that area and many wanted to retain the natural beauty as augmented by trails and maybe a pond or park, or nature center, bike trails so it feeds into the pride of Fort Collins, which is its parks and trail system. I also think the idea of some quadrant allocated to employee housing or low income housing would be a nice marriage of creating a place for low income people that anyone would be proud to enjoy. I know of a small group in Fort Collins wanting to design a community for an underserved market.

I love Fort Collins and as a long time strategic thinker for HP and for other large organizations, I see opportunities for Fort Collins to create examples that other states follow. Stuff like closing the gap between industry and education, diversity appreciation, strengthening business and market ecosystems are just a few examples of the scope of my involvements. I’d love to see the land around Hughes Stadium used to increase the value of living here by allocating a large portion to something natural.

144. My family and I have lived our entire life in Fort Collins and we love this city. We are supportive of CSU as a key component of the Fort Collins community. The city needs to manage growth and part of that is the continuing encroachment into our foothills. We would prefer to see the area become open space to also support our wildlife. Please consider our environment by using the land for open space. Thank you.

145. I live in the Ponds Neighborhood and I moved there because of the easy access to the sledding hills at Hughes Stadium and the bike paths and running paths. I am hopeful that whatever plans will keep some of that resource for the community. I know my sons will love the Frisbee golf as they grow older. I wanted to make a suggestion of gardens and perhaps a hops field for your brewery classes and degree. I read in a magazine a few weeks ago about a small college in Texas that turned their football field into a vegetable and spices garden. https://www.pbs.org/newshour/show/one-college-turns-football-field-farm-sees-students-transform

The school now makes most of the vegetables that the school uses for its student meal plan (which
saved on costs to the school) as well as allow the students to sell the left over vegetables at a farmers market. The students loved it because it was a peaceful place to connect with the earth and the out of state recruitment went through the roof as students really identified with that type of atmosphere.

You also have significant land and you might be able to grow your own hops or grain for the beer classes and you might also start to be a leader in developing new hops in this field. I think that would fit in with the Fort Collins community and you might even be able to get sponsorship from the local breweries to assist in this process and in keeping up with the land. It would be another good partnership that you have with the community and the business community.

146. I think it would be great to keep a portion of the stadium as a music venue. This would create a unique venue and would also preserve part of the history of the site (being a stadium). Being a unique venue with a scenic view, this would be a draw for people to come watch a show. People would also be able to recall their times spent at the stadium. Additionally, parkland surrounding the stadium could act as a sound buffer and provide recreational opportunities.

147. Public bike park similar to Valmont bike park in Boulder. Funding could be raised publicly through donations/grants and maintained through city employee structure and volunteers. In addition to bike trails and obstacles, a playground and skate park could also be integrated to appeal to more recreationalists. There is plenty of space and enough interest from the Fort Collins bike community to make this a reality. The worst thing would be a high density housing development. Look at what Boulder had been able to accomplish with Valmont...while keeping it public.

148. Instead of selling the land to a developer at a discount for affordable housing, why not sell it at fair market value to the city and keep it as a natural area or open space? Use the additional money from the sale to raise the pay of your employees. $10 per hour is pathetic in this day and age. My college work study job paid more than that 20 years ago. CSU should be ashamed if their pay is that low.

149. I do not agree with the idea of building housing on the Hughes Stadium property. I don't think that Overland Trail can handle the traffic increase that would happen as a result. At best, I think the space could be reserved as a natural area. I know that the city can afford to purchase and maintain the space. Most people I know who live on the west side of town enjoy hiking the trail behind the stadium that is part of the Maxwell Natural Area. If the stadium must be demolished, perhaps it could be replaced with a live music/events venue. Fort Collins is in need of a larger venue that would attract more diverse acts than theaters such as the Aggie and Lincoln Center. As the population continues to increase, acts that attract larger audiences will be interested in making a stop in Fort Collins.

So I believe the ideal use of this land would be a mixed use live music/events venue surrounded by a natural area complete with a disc golf course, gardens, a play area, a dog park (which is greatly needed in this area) and scenic paths winding throughout. The paths could be open to pedestrian and bicycle traffic. The gardens could include community vegetable gardens as well as a home for...
native flowers and plants such as are in other parks in town. Some of the space could be left open for public use such as exists in City Park. Of course in the summer it could be utilized as an outdoor event space. Having a music venue on the property could help fund the Parks department if operated by the city. As someone who lives near Hughes Stadium I have seen the deer, coyotes and other wildlife who frequent the area. I shudder to think that they would never be seen in this area again if it became built up like the east side of town.

Please respect all of what makes Fort Collins great: the nature, the wildlife and most of all its residents. Keep Fort Collins the unique place that it is by refraining from building housing and paving over one of its most scenic and enjoyable pieces of property.

150. I have lived by the stadium for 16 years and would like to see a plan that is best for our property values and traffic situation.

151. Open space, no homes at all. And please no homes or housing. Make it like Spring Creek.

152. Open space, bike and walking paths like Spring Creek Park down the road. A large fishing pond, playgrounds, mountain bike paths, outdoor concert venue, Frisbee golf course, 9 hole chipping and putting golf course. No more homes or student housing please.

153. In favor of expanding CSU equine program or a large community garden, maybe a bike trail as well. NO HOUSING WHATSOEVER.

154. Please do not consider high density housing! Natural areas, horse trails, biking, hiking should be explored! We do not need more high density housing. Consider mixed use natural areas and park areas to be used by the public.

155. I believe that CSU should follow the example of Indiana University and use the site of the stadium for an arboretum. Of course the site of their former stadium was on campus.

156. First, thanks for soliciting feedback on this process, and making it easy to do so online. I live about a half a mile from the entrance to Hughes Stadium. This area is a gorgeous natural space; as other have mentioned, that’s what made Hughes Stadium such a wonderful venue.

It's a unique, often-photographed part of the FoCo foothills that make FoCo (and CSU) a wonderful place. With that I mind, I ask that you prioritize protecting the natural character, and unique ecosystem, of this area. The sale to the City of Fort Collins as a natural space would be the best option. I think a park emphasizing trails could mesh nicely with the area as well.

157. The land Hughes is a special place, a scarce resource in this town. It's still mostly open, and right by the foothills and other wonderful open spaces. It's one of the little things that makes Fort Collins, the city that CSU calls home, a great place to live. The trails, meadows, and running access have given the public a place to recreate and enjoy nature.
Keeping this property open to the community in some fashion—an amphitheater, an open space, a garden, so on and so forth—keeps this special spot in town part of the vibrant community that makes CSU a great place to study. Developing new housing that shuts out the public & nature, reverses that.

I'm not opposed to housing development. But there are many other places to build housing around town, on land that is not quite so special. Please consider how this property can be kept a part of the community, rather than a development of ritzy housing that cordons off ever more of the foothills for the enjoyment of a few.

158. I know CSU does not want the property, but for years they held there cross country meets there. I think it should stays as it is, minus Hughes Stadium, for cross country meets for CSU and for the local high schools. CU in Boulder has a nice piece of open undeveloped land that they use for cross country meets.

159. My suggestion for the property is to do an exchange with the Gardens on Spring Creek for their property. Build your housing at the Gardens property as that area is already tuned in for additional traffic with the new stadium. Set up the Gardens at Hughes location with more room for the Gardens and build an amphitheater as part of the Gardens there. The Gardens has been fighting to put a music venue in anyway.

160. In considering options for the Hughes Stadium property, my priorities are:

1. Open space. Close-in open space and wildlife habitat is critical to a quality community. Ideally the entire site would be set aside in perpetuity, administered by City of Fort Collins Natural Areas or Larimer County Open Lands program, with restoration efforts to jumpstart natural processes on disturbed portions of the property. If not the whole acreage, let’s set aside the bulk of the property and consider the following priority on a small portion... 

2. Cluster development. If some sort of housing and/or commercial development is deemed part of the property’s future, smart design must allow it to be clustered on a small portion of the property, ideally adjacent to existing development and roads, so that priority 1 above can also be accomplished. Clustering can reduce infrastructure costs, making development more affordable. I’ll hold up my own neighborhood as an example of what’s possible. Greyrock Commons, in NW Fort Collins, is a 16-acre site. Zoning would allow 30 houses to be built on 1/2-acre lots, fragmenting the entire site. However we chose to cluster the 30 houses on about 4 acres so that 75% of the property could be preserved as open space. Over 20+ years, we have worked to restore native vegetation and have seen extremely positive results in terms of diverse habitat and wildlife. The approach we took benefits residents, neighbors and the environment.

161. Open space, open space, open space! Once we develop that land and that view we will never get it back. But why are you asking for our feedback? Tom Milligan, VP of External Affairs was already quoted as saying that the space would definitely be "monetized", which means that leaving the land open and natural really isn't an option to CSU because it doesn't generate income. His...
quote in last Thursday's Colorodoan ("We are going above and beyond what is traditionally done in terms of gathering input.") indicates to me that they are more interested in saying 'See, we went out of our way to ask for input.' than 'We will take your input seriously.

162. I am a 24-year resident of west Fort Collins not far from Hughes Stadium. For 22 1/2 of those years I was also employed as a Research Associate at CSU. As for the fate of the stadium property, I think the last thing most residents want to see is more development. Keeping most of the property as open space and/or park land would provide the greatest benefit to the citizens of Fort Collins. However, I am acutely aware of the high cost of housing in this region and the difficulty many CSU employees have affording a place to live. Therefore, perhaps 25% or so of the property could be developed as affordable housing for the CSU workforce.

I sincerely hope the University will take the community's input to heart, rather than completely ignoring it as they did when the decision to build the new stadium was made.

163. Do not build housing! Build housing out east or north of Wellington. Our traffic situation is a huge problem already. Either leave it open space or a multiuse recreation park. Field space for athletics is hard to find and at a premium. So an athletic park w multiple fields for soccer, lacrosse, football, etc. would be nice. Hope CSU does not decide to get greedy and develop into housing. I am a CSU alumni and am supporting the new stadium and all the other new upgrades to the University. But sometimes it feels like they want everybody to buy in to their projects but don't really give back or share their facilities.

164. This is an opportunity for CSU and Fort Collins to do the right thing and not blindly follow the developers($). This area is far too important to the community to just throw up more condensed housing to the detriment of all else. We as West Fort Collins residents would appreciate a truly respectful community and nature oriented approach!
Hi Rits,

I would like to submit the following documents to be part of the records for tonight's City Council meeting. I would like to make sure that each City Council member has a copy of these documents for themselves.

Thank you,

Melissa Rosas
Mayor Troxell and Ms. Stephens,

I am writing to say thank you for following the processes with the ethics complaint that was addressed to you. I am sure this was not a pleasant letter to receive and have to deal with. However, I also hope you can see from an outsiders perspective how members of the community need reassurance of fair dealings especially in reference to this very convoluted process. Both CSU and the City have not been forthcoming with many things in this process and the community is not very trusting at this time. I appreciate that you are following proper process to ensure that doubts can be resolved and delaying the voting process until the process can be conducted appropriately.

As a long term citizen of Fort Collins, I have witnessed a LOT of change over the past 35+ years that I have resided here. What I have always loved about Fort Collins is the “home town” feel and the comradery that seems to be present everywhere. Even with the significant growth that I have witnessed, I still feel the warmth of community members and feel fortunate to have been able to grow with the town professionally as well. Although I am FROM South Dakota, I consider Fort Collins my “home”.

My mother was a Council member in her community in South Dakota for over 20 years. (I cannot even imagine). Because of her experience, albeit in a much smaller town, I asked her what her actions would be if she were in your situation. She mentioned that she would feel uncomfortable representing her community whether or not there was LEGAL or CONTRACTUAL conflicts. She felt that even with possible SOCIAL associations, she would recuse herself from voting on this issue. Over the years, she had to recuse herself from many issues because she never wanted any press about bias or conflict.

There is a lot of dissention and disagreement with the Hughes issue and I know I don’t have to even mention that. I understand that you also are passionate about growth in the community and making Fort Collins an even better place to live. That is the reason you have both been placed into your positions. The people of Fort Collins entrust you to do just that and feel you have been successful.

Mayor Troxell, I heard your comment on your desire for a transparent government in Fort Collins and I appreciate that. I am hopeful that as things progress on the Hughes issue that we will see that. Honestly, it seems to not be the case to this point. I am aware of too much that has not been disclosed and that has been “secret.”

I am aware that there were “calls to action” requesting attendance and support of the City Proposed Zoning at the November 19th meeting from both the realtor board and the Chamber of Commerce. What I find both interesting and extremely disturbing was learning of an email BLAST
sent out early Tuesday afternoon between 1pm and 4pm that notified these agencies that the Hughes topic was not going to be discussed that evening. I am not sure why these organizations were privy to content and actions of the Council that had not yet been officially decided upon until calling the Council Meeting to order and all council voting.

This does NOT demonstrate good faith, honest or transparency in our local government. These are the actions that I am very concerned about and what the community is questioning.

I hope this changes and I am holding you to your word Mr. Troxell.

Sincerely,

Tamra Meurer
1137 Wyndham Hill Road
Fort Collins, CO 80525
I know the final vote to approve the zoning for the former Hughes property is fast approaching but before you vote I ask you to consider something that was recently mentioned in a Coloradioan article. The article was about the EPA air quality ratings. It mentioned the Western part of Fort Collins was the area that exceeds the air quality standards. Do you really want to add that much housing and additional vehicles to the portion of town that already suffers from the poorest air quality in town?

Thank you for taking the time to read my concerns. If I had known these statistics when I talked at the Council meeting where premiliary approval was given I would have mentioned them at that time.

Thomas Schipper
3025 W Stuart St., Apt. D
Fort Collins, CO. 80526

Get Outlook for Android
Dear City Leaders----I’m disappointed by your recent vote to approve the Montava project before more considerations of consequences, which I believe were warranted for such a massive project. I still fear many negative unintended consequences. However, at least this project and its developer have some positive attributes, which seems much harder to say about the current plans for the Hughes redevelopment site and its proposed developer. First, I found out that the Lennar company----though currently the largest home-builder in the U.S.----has very poor customer satisfaction ratings. The Consumer Affairs online link gave the company a mere one-star rating based on 113 reviews. And the Better Business Bureau received 587 complaints against them in the past three years. Lennar is also not even currently accredited by the BBB. At the very least, it looks like a better developer should be found for whatever development is considered.

I don’t live near the Hughes site, so I wouldn’t be directly affected by whatever happens there. However, I have a broad-minded interest in what’s good for our community, and the idea of another big development at this location----though it’s no where near the size of massive Montava----seems like another environmental insult that can also have many negative consequences. From what I’ve read, the proposed project has no environmental or public benefits; and can only have deleterious effects on local traffic, the nearby natural areas, and cause lots of local congestion and possibly even more flooding potential. There should be better locations and ways to address the city’s housing, including affordable housing needs----which this project seems deficient in anyway.

I’m one of the many who believe CSU made a foolish decision in building the new stadium instead of renovating Hughes; and that institution’s consequent debts have resulted in its willingness to sell the property to a high bidder like Lennar. This is certainly not CSU’s best example of their concern for the local environment and its stewardship. And the city should be firm with them and not enable them to do what’s most profitable for them after the hole they got themselves into.

Please oppose the next adoption of the rezoning ordinance that would enable the proposed project to go through with the current developer.

Sincerely,
Charles Kopp
Fort Collins

Sent from Mail for Windows 10
Thank you,

Emily Gorgol
Pronouns: She, Her, Hers
City of Fort Collins
Councilmember, District 6
970-556-4748

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From: Cindy Harris <cindyh53@msn.com>
Sent: Sunday, January 19, 2020 8:38 AM
To: Emily Gorgol
Subject: Representing Your Constitutes

Ms. Gorgol:

With the contentious Hughs Stadium development vote coming up for second reading on Tuesday, I want to remind you that you were elected by the people of this district, who trusted you to represent them. I want to remind you that your represent us, and not your personal agenda or the realtors.

You haven’t lived in Ft. Collins long enough to fully understand what made this a great place to live in the past. It appears that you are drinking the realtors Kool Aid, and voting for what they are selling as affordable housing. You know darn well that high density development of the Hughes Stadium property will ruin the west side of the city. Where are those roughly 2,000 people going to drive to get to their workplace, etc? Who’s going to build new schools for them? Increase emergency services? It’s already congested over here, with student traffic and virtually no law enforcement. I honestly do not think that you understand the west side.

Does the majority of people in your district want high density housing on Hughes? I doubt it. So do the right thing- represent us honestly and faithfully. We voted you in. Not the realtors and not CSU. Do not be a one term wonder who leaves the City in un-doable tatters. Do not model Troxell & his toadies.
Sincerely,

Cindy Harris
931 Kimball Rd.
Ft Collins, 80521

Sent from my iPad
I would like to add my urgent plea to the city council to keep the old Hughes Stadium area as an open space. As a 25 year resident of Bellvue, living just west of Horsetooth Reservoir, I have seen so much crowding happening in my area that it breaks my heart. My once peaceful home now has non-stop traffic, especially on the weekends, heading toward Lory State Park, or crowding the dam road so that it is really uncomfortable riding a bike or running up there. I know most people see this as inevitable. Certainly that’s been the story of my life, growing up in Denver. But is there any point at which we can choose to slow development down, to not cover every inch with cement and roads and electrical grids, preserve some sense of peace and calm? I urge you to do whatever you can to keep this an open space where there are no houses and cars. I know the powers that be have rejected this as an open space. But someone, somewhere has to take a stand for nature. It is essential for human happiness. We have to take a stand against money being the bottom line for every decision!
Dear honored and respected Ladies and Gentlemen of the Fort Collins City Council,

This letter is with regard to your vote on the rezoning of the former Hughes Stadium site. We would like to ask you to vote on rezoning in such a way that the developer would like to choose to walk away from the contract with CSU.

The CSU Stadium site is an absolutely unique Foothills location adjacent to significant open space that, in our opinion, constitutes one of Fort Collins' signature attributes. We find it unwise to consider handing over this gem to a private nationwide developer driven by maximizing shareholder value rather than keeping the best interests in mind for the City of Fort Collins. In your elected roles as the guardians of our city's future, we appeal to you to vote on the side of sustainability and quality of life and preservation of nature over short-term financial gain. There is plenty of other lands near the city better suited for development; please don’t sacrifice this one-of-a-kind location to become just another subdivision.

We strongly think there are much more viable alternatives and forward-looking opportunities with different use cases, not involving medium or high-density housing! Consider Boulder’s Chautauqua Park area: it is a bridge between existing residential areas and hiking trails, much like the Hughes site, and includes an auditorium and is an anchor for the Interurban park area with high-tech facilities nearby. We believe that this very different vision than just another Lennar neighborhood is a more sustainable development opportunity which would:

- create significant income streams for the City of Fort Collins,
- preserve the uniqueness of the land,
- be in balance and satisfy the needs and wishes of citizens to maintain the uniqueness of this beautiful area and nature,
- be accomplished in a sustainable, renewable energy and thus lighthouse project fashion which could enable Fort Collins to be a leader in adopting sustainable, new energy concepts, and
- potentially give several local developers business and income.

We understand that CSU needs about $10 million. We think that this could be accomplished via a crowdfunding initiative and/or a City-backed plan to rezone the land appropriately, repurpose it in a sustainable and forward-looking way, and mandate renewable energy usage! Perhaps CSU itself would be interested in being a partner in this vision as a way to enhance their image as a leader in 21st-century science and engineering.
This approach would allow our citizens to see the future preservation and prospects of the land in balance with their usage model, all while the City could maintain various income streams.

We are hoping you will vote according to your conscience and do everything you can to protect this unique land instead of sacrificing it to a national faceless developer to become just another tract of generic housing.

Thank you for your consideration.

Warmest regards,

Jeff and Gabriele Rearick.
Thanks for all of your service to our community!

Although I cannot make the meeting tomorrow night, I’d like to express my opinion on the Hughes development. I agree with the PATHS group about wanting to see less development in this area. This area is SO special and I hope it can be retained as some sort of natural area or at the very least less homes. This is a special piece of land up against the foothills and doesn't need to be ruined with a huge housing development. 600 houses would be too much! Traffic would be a nightmare for those of us who live over on this side of town. Please be forward thinkers with tomorrow's vote. Have the best interests of citizens in mind and NOT developers and greed. Choose the legacy you want to leave on this choice city. Don't be remembered as the council who developed the whole city into a place non of us want to live anymore. Please choose to keep our city great which includes keeping the beauty! Thanks for listening and also for your service.

Thanks,

Jen Strating
970-690-2153
Hughes Stadium Redevelopment

CORRUPT, DISRUPT and then CONSTRUCT

Let’s remember that the GREAT RECESSION was caused, in large part by the housing and banking industries to begin with…

After the recession of 2008-2012, there were only a few developers ready to fill in the void. Unfortunately, the most opportunistic of them filled in quickly. This is when you witness the likes of Lennar Homes and its “designer/approval expediter” firm of Norris Design, come into the new decade with out-of-date, non-sustainable, large-scale and generic home-building plans for acreages from Thornton, to Ft. Collins to Parker and beyond. Please keep this in mind.

Also, if the whole “Ethics-Board Thing” that went down in December of 2019, is any indicator of the ETHICS involved with the relationship of CSU and Lennar Homes, then we should all be forewarned:

In the ethics complaint, in November of 2019, against two Fort Collins councilmembers, Nicolas Frey and Mary Grant wrote that Mayor Wade Troxell and Mayor Pro Tem Kristin Stephens should not be participating in decisions about the Hughes rezoning because, as Colorado State University employees, they have financial and personal conflicts of interest.

When the “Ethics Board” addressed this complaint by holding a sham of a hearing in December of 2019, it seemed to do nothing but confirm the VOID or absence of any ETHICS revolved around the whole project in its totality. In other words, putting together a group of supposed “ETHICS” experts who do not send out proper notification of a hearing, then allow the defendants (mayor Wade Troxell and Kristin Stephens) to have lawyers present, but give no notice for the complainants to even be AWARE the formal hearing was even being held, well . . . then we all know how “ETHICAL” this whole real estate deal really is, in the first place. And of course, it was held in December when most people are involved with holiday planning and other focuses. This is another key component of working with the “professional firms” of Lennar Homes and Norris Design. The most “professional trait” of these groups is how they sideline any real proper design and construction or public interest . . . instead these firms regularly involve themselves in politically-timed development, rather than truly responsible development.

As a person who was involved with developers and construction for over 25 years, before the recession, I can attest to how both Lennar Homes and Norris Design function as a “development team”. Although I do not know the particulars of this
particular project and how it really went down, based on past experience, I can only conjecture that it went down something like this:

In 2014, or so, John Norris, head of Norris Design, went and talked with Tony Frank, president of CSU. This is likely as John N. loves to connect himself with powerful people who can help him with real estate deals … and sports-related projects. John Norris is a Basketball Player Wannabe who is, theoretically tall enough to have played basketball, but was never talented enough to play basketball. I think this has always haunted him to the point that he has to “compensate” over and over and over and over again.

Anyway, John Norris and Tony Frank got to talking about real estate and sports then came up with a . . .

WONDERFUL, AWFUL IDEA! They could kill two valuable, unique birds with one stone!

By moving the stadium into town, they could require significant sums of money be spent on a stadium that had been paid off long ago, and then they could exercise eminent domain powers on adjoining residents and businesses within Ft. Collins, proper. This would also allow 165 acres of real estate to become “AVAILABLE” on the south side of town so that John Norris could get his typical client/partner, Lennar Homes another great place to put up another one of its obsolete and gigantic generic “neighborhoods”.

By “SELLING” the stadium concept as a way of constructing a “great” NEW Stadium, and thereby, “creating a great football team” (JEEZE, these guys are really bonehead “optimists”) and then by promising that no outside funds would be needed, Tony Frank and John Norris had a perfect plan! Of course, there became architectural and construction problems, but that really did nothing but JUSTIFY the need, even more, to sell off the old Hughes Stadium to pay off the newly-generated “DEBT”.

Anyway, I surmise this is a likely scenario because this is the METHOD of OPERATION these two Clown firms often use. Add on the METRO DISTRICT component and you have a perfect recipe for expensive disaster on a piece of property that BELONGS to CSU, the students of CSU and the tax-paying residents of the State of Colorado. This piece of property should be doing some good beyond lining the pockets of Lennar Homes and the pockets of CSU.

This site should be used for something of real meaning.

All this empty rhetoric about respecting the Native Americans might actually have some substance if we returned a predominant amount of this old Hughes Stadium land back to nature and to the plants and animals who already call this place home. A Wildlife Rehabilitation Center would only cement the intent.

As well, other parts of this 165-acre site could be used for responsibly-designed neighborhoods with net zero carbon use (solar, geothermal, energy etc.) and green infrastructure (drainage swales rather than pipes, pervious pavement rather than
concrete and asphalt, planting trees and other carbon neutral implementation etc.)
This work could be sourced out locally, or best case scenario – involve the students
at CSU for some true education!

Any time I hear Lennar Homes or Norris Design, I cringe. We can do a lot BETTER.

We need to be thinking long term, NOT simply considering constituents who want to
make a quick buck on their REMAX home sale commission. Please REVERSE
YOUR VOTE!

Sincerely,

Karen Kalavity

CSU ALUM
City Council has heard numerous public comments and received many letters consistently asserting that Fort Collins residents do not favor LMN and RF zoning for the Hughes redevelopment, as recommended by City staff. At several Council meetings, you have heard consistently that the community does not want 500-1000 homes on this site. Residents have repeatedly expressed their concerns about problems that the proposed redevelopment will create:

- increased pollution next to the foothills,
- greater traffic congestion,
- limited means for emergency evacuation,
- inadequate consideration of residents’ safety,
- lack of accessibility to public transportation,
- overcrowding in local elementary schools,
- unsightly sprawl in a beautiful area, and more.

Instead of following the Planning and Zoning Commission’s recommendation for RF Housing zoning, Council is now considering the staff recommendation for LMN as well as RF housing. According to Fort Collins Zoning Codes, LMN and RF zoning can allow over 1,000 houses to be built on the Hughes property.

As you know, Lennar Builders has a contract with CSU incentivizing the University with bonuses once 625 homes are built at this site. Although Cameron Gloss, the City’s Long Range Planning Manager, stated before Council that the builder will probably not construct more than 550 houses at Hughes, there is no incentive or motivation for Lennar to stop at this estimated number of units. In fact, nothing can block Lennar from building the maximum number of homes on this parcel unless City Council decides to take a different path.

Therefore, we, the undersigned, recommend the alternative that a majority of our community would support—the P&Z recommendation for RF. If the land is zoned RF, there are a number of advantages:

- CSU and Lennar have their purchase agreement satisfied.
• CSU gets its $10 million.
• Lennar gets to build homes on this site.
• The community and 500,000 visitors to Horsetooth continue to enjoy open space.
• Increased traffic congestion is avoided.
• PSD will be able to accommodate any new students at existing schools.
• Bicyclists on Overland Trail will not be endangered by greater traffic congestion.
• The safety of residents will be less compromised during an evacuation.
• The City’s Night Sky Initiative will be supported with less light pollution.
• Reduced GHG emissions will help the City reach the goals of its Climate Action Plan.
• The City will have up to 200 new houses on the west side and enjoy other benefits from RF zoning.

The best interests of the residents of Fort Collins will be served if the City agrees to the RF zoning for the entire Hughes redevelopment.

Signed,

Russell Ayer 80525 *Brendon Sullivan 80521 *Scott Umbreit 80526
Julie Raaz 80525 Marilyn Peltzman 80526 Carol Montgomery 80525
Marianne Flenniken 80526 David Grossett 80526 Beth Grossett 80526
*Tamra Muerer 80525 Bonnie Ayer 80525 Arleen Erber 80526
*Aja Jha 80528 *Renee Walkup 80521 Doug Henderson 80521
Ted Walkup 80521 Gary Faris 80521 Matt Clark 80521
Susan Leopold 80528 John Leopold 80528 Rachel Walkup 80521
Ann Conroy 80525 Diane Couvier 80528 Liz Thompson 80524
*John Thompson 80524 Liz Irvine 80525 Jenny Morse 80521
PUBLIC COMMENTS RECEIVED
NOVEMBER 6, 2019 THROUGH MARCH 10, 2020

Gretchen Iberra 80528 Fernando Iberra 80528 *Ann Baron 80525

*Jephta Bernstein 80528 *Greg Tjossem 80521 Karen Tjossem 80521

*George Soderling 80524 Cath Nelson 80528 *Mary Grant 80521

*Susan Frost Davis 80521 Maureen McCarthy 80525 *Rex Miller 80526

*Denotes business owners in Fort Collins.
Dear Recipients:

A great deal of time, money and effort to arrive at a reasonable solution the question(s) as how to agree upon a reasonable solution concerning the Hughes Property development.

I respectfully request that each of you take the time to carefully consider a reasoned approach to meet the needs of all parties in this very important matter for our community.

Thank You,
Russ Ayer
russ.ayer46@gmail.com
City Council has heard numerous public comments and received many letters consistently asserting that Fort Collins residents do not favor LMN and RF zoning for the Hughes redevelopment, as recommended by City staff. At several Council meetings, you have heard consistently that the community does not want 500-1000 homes on this site. Residents have repeatedly expressed their concerns about problems that the proposed redevelopment will create:

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Ann Baron  80525
Karen Tjossem  80521
Mary Grant  80521
Alexis Coover  80526
Chelsea Evans  80521
Lonna Miller  80526
Marc McKee  80526
Delynn,

I assumed you saw this message, but I’m sending it on just in case you hadn’t. Another one for the record.

Cameron

Hi Mr. Gloss,

Please see fyi below.

Best regards,
Gabriele

Dear honored and respected Ladies and Gentlemen of the Fort Collins City Council,

This letter is with regard to your vote on the rezoning of the former Hughes Stadium site.

We would like to ask you to vote on rezoning in such a way that the developer would like to choose to walk away from the contract with CSU.

The CSU Stadium site is an absolutely unique Foothills location adjacent to significant open space that, in our opinion, constitutes one of Fort Collins’ signature attributes. We find it unwise to consider handing over this gem to a private nationwide developer driven by maximizing shareholder value rather than keeping the best interests in mind for the City of Fort Collins. In your elected roles as the guardians of our city’s future, we appeal to you to
vote on the side of sustainability and quality of life and preservation of nature over short-term financial gain. There is plenty of other lands near the city better suited for development; please don’t sacrifice this one-of-a-kind location to become just another subdivision.

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This approach would allow our citizens to see the future preservation and prospects of the land in balance with their usage model, all while the City could maintain various income streams.

We are hoping you will vote according to your conscience and do everything you can to protect this unique land instead of sacrificing it to a national faceless developer to become just another tract of generic housing.

Thank you for your consideration.

Warmest regards,

Jeff and Gabriele Rearick.
Dear City Leaders,

Apparently CSU and the City sold out to Lennar Development company to build a mix of residential units at the former Hughes site. This was a huge mistake and sad day for the parcel of land that was a gateway into the foothills and a corridor for wildlife and open space for the residents of Fort Collins. Since this huge mistake has already been approved, please consider limiting the amount of development on that land so that it does not look like the Lennar development that is currently being built on the northeast end of town. The lack of foresight on the former Hughes property is disgusting and makes me sick, so much that I want to pack up my family and leave Fort Collins.

With all of the current development and proposed development on that area off of Overland trail, I can only predict that the foothills trail, nature and community around that area will be impacted negatively forever.

If only the City would stop the madness, find the funds and purchase the land as open space. The corridor along the foothills is more important to this City than packing in as much as possible in an area that is extremely important for the future of this City and the environment. Please share.

Thanks
John Holcombe
Dear City Council Members,

Before I say more, I want to thank council members Ross Cunniff and Susan Gutowsky who listened carefully to and voted on behalf of their constituents last week, when they expressed concerns about the Montava development proposal—which included some good ideas, but which also is slated to be a Metro District. Ross and Susan seem to understand how devastating Metro Districts can be to whole communities—especially to those seeking affordable and attainable housing.

In all likelihood, if Lennar obtains the Hughes site, they will create a crowded Metro District and a terrible mess at the same time, all the while displacing wildlife that has depended on this land for years. A poor zoning choice on the Hughes property could result in irreparable damage to a piece of land that is worth much, much more than the mere $10 million that CSU has promised to sell it for to Lennar Homes.

A recent Denver Post article discussed the devastation that Colorado homeowners in Metro Districts faced when the taxes for the homes they bought at an “affordable” price soared in less than a year. One homeowner said that her taxes went from $812 the first year to almost $3,500 less than a year later and $4,400 two years after that. Even though she felt she could afford the mortgage, it was the taxes that were creating unanticipated financial hardships for her.

On Sunday, I spent a few hours talking with people in City Park and the City Park neighborhood (in Emily Gorgol’s District 6) to hear their ideas about the potential development. Many people said that the Hughes Stadium site is a prime example of the natural areas that make people want to live in and visit Fort Collins. They wished that CSU would find a different way to cover its debts and keep the land as open space. But if this isn’t “in the cards”, they agreed that the 100% RF zoning option seemed to be the next best scenario.
If I had more time, I would have tried to get signatures from more people in other Districts—where I know many people who want to see the land stay as open space. We still hope that CSU and its Board of Governors will finally see the light, start making fiscally sound and truly green decisions, and stop moving in the reckless, unsustainable way that has been going on in recent years.

Some of the people with whom I spoke wanted to attend tonight’s City Council meeting but had other commitments. They thanked me for the opportunity to sign a special T-shirt to represent their voices at tonight’s meeting. We hope that tonight, more of our City Council members will show the courage that Ross and Susan showed last week to vote on behalf of their constituents, rather than buckling to the pressures of CSU’s Board of Governors and Lennar Homes.

Thank you,
Patricia Babbitt, 80521
January 21, 2020


Dear Council Members:

As you may recall, this law firm has been retained by Mr. Rex Miller, Ms. Tamra Meurer, and Ms. Mary Alice Grant regarding the City Council’s decision to exercise its quasi-judicial powers to rezone the former Hughes Stadium site in west Fort Collins.

Our office has been informed that Rory Heath filed an ethics complaint earlier today. We respectfully request that the Council postpone the Second Reading of Ordinance No. 138, 2019, pending resolution of the Ethics Complaint.

Sincerely,

HADFIELD STIEBEN & DOUTT, LLC

Sara K. Stieben
January 21, 2020

To: Fort Collins City Council Members, Cameron Gloss, CSU Board of Governors

CC: Matt Blum, KUNC

While the meeting tonight is a zoning hearing, it is clear that the city’s proposed plan, the CSU/Lennar Agreement and the comments of many City Council members focus on how the property will be developed and therefore it is difficult to separate zoning and development. Additionally, some of these questions may seem too global, however, they ultimately relate to the City Plan. Council members refer to the City Plan in discussions of identified growth areas, including Hughes, and the impact zoning will have on this area forever.

We feel it is important to ask and receive answers to the following questions:

Cameron Gloss

1. Why after the P & Z Board recommended 100% RF did you completely disregard their recommendation and you presented your recommendation to City Council with just the briefest mention that the P & Z Board recommended 100% RF?
2. Why are you saying 500 - 550 units would be built on the Hughes property? We all know that you worked with CSU regarding the zoning. We also know that the agreement CSU signed with Lennar states a minimum of 600 units and provides incentives for every unit built over 625 and also includes additional bonuses as units are sold?
3. What is the exact number of units that can be built on the Hughes property with the LMN/RF zoning you have recommended? Not what you think, but the ACTUAL number. Please breakdown the number down by LMN and RF.
4. Why was the City Plan with identified growth areas implemented after CSU and Lennar signed their agreement regarding the Hughes Property?
5. Why after all of the feedback from the community to the City and CSU regarding the Hughes Property did you and your team only present housing development options for consideration?
6. Why if there is not a formal plan from Lennar for the Hughes Property, why are people meeting at the city building discussing the infrastructure issues for 550 units on the Hughes Property?
7. Why hasn’t the concept of a Public/Private/Philanthropic Partnership been explored?

Colorado State University

1. Cameron Gloss stated in a City Council Meeting that CSU refused to consider selling the Hughes Property to the City. Please explain why this decision was made.
2. The Hughes Property was a land grant for and by the people. The community should have a say in what happens to this property. The community has been very clear, time and again, regarding the use of the Hughes Property. Why did you completely discount the public input on the Land Grant Property?
3. Why, after CSU has been so vocal regarding affordable housing for your workforce, did you not make workforce housing a requirement of the sale?
City Council

1. When will City Council start demanding answers and information for example, when will the studies the community has requested be completed and results “published”
   a. Ecological Characterization Study
   b. Emergency Response and Rescue
   c. Traffic study from Drake to LaPorte
   d. Educational Capacity
   e. Air Quality
   f. Structural Engineering Impact Study to the Reservoir
   g. Environmental Assessment Study

2. Many people in the community believe the Zoning for Hughes is a done deal. They find it hard to believe in transparency in government when secret meetings and communications continue between players. The realtors and were informed that the 2nd Hughes reading would not take place on November 19, 2019 hours before City Council voted to delay the vote. Mayor Troxell stated at the start of the City Council Meeting that he had not had the opportunity to speak with his fellow council members so how could the Realtors already know?

3. Some council members continue to assert that affordable housing is desperately needed and believe it will be built on the Hughes parcel. The community would like to know, by approved housing developments currently be built and/or considered exactly how many affordable and attainable units will be built in each development.

4. Once zoning is approved, what control does the city have over how many affordable and/or attainable units are built if the plans submitted by a builder meet all codes and regulations?

5. Why aren’t affordable/attainable units being included in developments within the City Core which already has access to transportation and needed amenities?

6. Many of the cities starting out on the “Top Ten Places to Live” quickly lost their place because increasing population became more important than livability. The Fort Collins community wants Livability what does the City and the City Council want?

If you decide to support the recommendation of LMN/RF recommended by the City Planners, it will ultimately destroy the night sky’s, wildlife habitats and access to Horsetooth Reservoir, also referred to as the “Crown Jewel of Fort Collins”. Safety in the foothill’s community will also be impacted since the City Plan identifies floods and wildfires as an ever-increasing threat as climate changes continue to occur.

Residents in the area prior to the Ponds and Bella Vira developments report that RF Zoning was fervently promoted and supported by the City to obtain buy-in that the buffer to the foothills would always be maintained. Subsequently, home buyers in this same area have relied on this promise.

We ask that you vote no tonight and not support LMN/RF for Hughes. Rather, support the P & Z Boards’ recommendation of RF as a compromise between the Community, CSU and The City.

Sincerely,

Tamra and Robert Meurer 80525  
Rex and Lonna Miller 80526  
Alexis Coover 80526

Mary Grant 80521  
Marc and Codi McKee 80526  
Jeralyn Davis 80526

Glenn and Mary Wemhoff 80526  
Doug and Pat Macallister 80521  
David Thompson 80521
Fort Collins City Council members,

As citizen of district #5, I ask you to vote NO to the city planners zoning proposal and support the Planning and Zoning boards recommendation of 100% RF zoning at Hughes. The Planning and Zoning Board's recommendation is a solid middle-ground for both progress and protection.

Progress towards building out a robust community while protecting the integrity of Fort Collins character and the social, economic, and health benefits we reap from its unique attributes.

As stated in the Nature in the City Strategic Plan, properties in close proximity to natural areas yield a 10% price premium. So please steer clear of the false logic that affordability/attainability will be a product of greater density. Final build-out costs and road improvements, combined with demand and scarcity, will ultimately drive price point; not your zoning decision.

Furthermore, preserving the character and serenity of the surrounding neighborhoods (your constituents homes) should be your primary goal; not continuity with the surrounding housing types.

Development of any kind is going to bring more noise pollution, vehicle emissions, network-wide traffic congestion, light pollution, etc... so consider carefully your decision and how it contributes to the quality of life here in Fort Collins.

Your vote against the City Planner's proposal is most appreciated.

Regards,

Anna
What do we do with this? Packets are already done.

Sarah Kane
Executive Administrative Assistant to Deputy City Manager Jeff Mihelich and Mayor Wade Troxell
970-416-2447 office

From: Jessica C <underthemidnightskies66@gmail.com>
Sent: Tuesday, January 21, 2020 4:56 PM
To: Sarah Kane <SKane@fcgov.com>; Wade Troxell <WTroxell@fcgov.com>; Kristin Stephens <kstephens@fcgov.com>; Susan Gutowsky <sgutowsky@fcgov.com>; Julie Pignataro <jpignataro@fcgov.com>; Ken Summers <ksummers@fcgov.com>; Ross Cunniff <rcunniff@fcgov.com>; Emily Gorgol <egorgol@fcgov.com>
Subject: City Council Meeting Public Opinion Statement

Hello,

I am unable to attend the City Council Meeting tonight, 1/21/2020. But I would like to express my opinions on discussion item #18 “Second Reading of Ordinance No. 138, 2019, Amending the Zoning Map of the City of Fort Collins by Changing the Zoning Classification for that Certain Property Known as the Hughes Stadium Site Rezoning and Approving Corresponding Changes to the Residential Neighborhood Sign District Map”.

I do not agree with the current proposal to make the Old Hughes Stadium Space a high-density subdivision. I feel this is an unwise and unnecessary use of this most precious space. It would be far more appropriate to utilize this space as a Residential Foothills Low-Density Mixed-Use Neighborhood zone district. Keeping this space low-density is not only safer for the local ecology, but also for the residents who do and would come to live in that area. As community safety, climate concerns, and natural open spaces are pinnacles of the City of Fort Collins and Larimer County values it is paramount that we keep these values at the core of every decision we as a city make. Please do not let other ideas compromise the morals and values of this city, its citizens, and its community. We are a people who love the outdoors, open spaces, wildlife, and nature. There are other, safer, more efficient places to build high-density housing, but the Old Hughes Stadium is not the right place.

Please also consider the inclusion of a Wildlife Rehabilitation Center in this geographic area. As stewards of the planet it is our duty to care for the wildlife that lives alongside us humans. By not having a center that is solely dedicated to their welfare and rehabilitation we are doing a great disservice to local wildlife and the local community. These rehabilitation
In conclusion, please listen to The Planning and Zoning Board, there is value in their recommendation. Make the Old Hughes Stadium a Residential Foothills Low-Density Mixed-Use Neighborhood zone district. Please vote tonight with the community’s wishes and the local ecology’s and best interests in mind.

Thank you,

Jessica Cunningham
970-237-9345
Fort Collins Resident since 2008
Dear City Council Members,

Before I say more, I want to thank council members Ross Cunniff and Susan Gutowsky who listened carefully to and voted on behalf of their constituents last week, when they expressed concerns about the Montava development proposal—which included some good ideas, but which also is slated to be a Metro District. Ross and Susan seem to understand how devastating Metro Districts can be to whole communities—especially to those seeking affordable and attainable housing.

In all likelihood, if Lennar obtains the Hughes site, they will create a crowded Metro District and a terrible mess at the same time, all the while displacing wildlife that has depended on this land for years. A poor zoning choice on the Hughes property could result in irreparable damage to a piece of land that is worth much, much more than the mere $10 million that CSU has promised to sell it for to Lennar Homes.

A recent Denver Post article discussed the devastation that Colorado homeowners in Metro Districts faced when the taxes for the homes they bought at an “affordable” price soared in less than a year. One homeowner said that her taxes went from $812 the first year to almost $3,500 less than a year later and $4,400 two years after that. Even though she felt she could afford the mortgage, it was the taxes that were creating unanticipated financial hardships for her.

On Sunday, I spent a few hours talking with people in City Park and the City Park neighborhood (in Emily Gorgol’s District 6) to hear their ideas about the potential development. Many people said that the Hughes Stadium site is a prime example of the natural areas that make people want to live in and visit Fort Collins. They wished that CSU would find a different way to cover its debts and keep the land as open space. But if this isn’t “in the cards”, they agreed that the 100% RF zoning option seemed to be the next best scenario.
If I had more time, I would have tried to get signatures from more people in other Districts—where I know many people who want to see the land stay as open space. We still hope that CSU and its Board of Governors will finally see the light, start making fiscally sound and truly green decisions, and stop moving in the reckless, unsustainable way that has been going on in recent years.

Some of the people with whom I spoke wanted to attend tonight’s City Council meeting but had other commitments. They thanked me for the opportunity to sign a special T-shirt to represent their voices at tonight’s meeting. We hope that tonight, more of our City Council members will show the courage that Ross and Susan showed last week to vote on behalf of their constituents, rather than buckling to the pressures of CSU’s Board of Governors and Lennar Homes.

Thank you,
Patricia Babbitt, 80521
Good Morning Mayor Troxell and City Council Members,

Good Morning Mayor Troxell,

Last night's delay of the vote was an extreme disappointment. As a student at CSU, every event starts with the acknowledgment that the land our university sits on was stolen from the natives who once lived here. As a land grant university, the point is to steward the land and use it for educational purposes. The point is NOT to sell it to the highest bidder to create more high priced homes that price folks such as myself who hope to make Fort Collins a home out of the area. I am finishing a graduate degree and have set my eye on the next prize - where to buy a home and raise my family. I have to seriously consider the motives of the City Council and this city if they would bow to developers' wishes in order to make more money rather than listen to the wishes of their constituents, the ones who pay taxes to live and play here.

Do we want to talk about Fort Collins' beauty in the past tense? Because once these areas are gone, they are gone. When you hike at Devil's Backbone and make it to the keyhole, you look through at the Rockies -- and a giant sprawl of ugly subdivisions. Is that what your legacy will be? Opening our precious open spaces to development that we cannot sustain? What about the dire warnings of air pollution and water shortages? Please reverse the vote on the Hughes land and make it 100% residential Foothills zoning to ensure the impact on our beautiful land is minimal.

Unfortunately, I was unable to stand before you and speak my piece. Twice now I have been denied this opportunity, due to unforeseen ethics complaints and delays. You've rescheduled the third vote to a date I will be traveling for school, and felt I needed to reach out.

Respectfully, your constituent

Deana Muñoz
Occupational Therapy Student
Class of 2021
Colorado State University
January 21st, 2020

Dear City Leadership,

I am writing on behalf of CARE Housing regarding this evening’s second reading of ordinance No. 138, 2019. I support the Staff recommendation to zone the site as Residential Foothills (RF) and Low Density Mixed-Use Neighborhood (LMN) in comparison to the P & Z Board’s recommendation of zoning the site entirely RF.

The Hughes Stadium site presents an opportunity to address equity in our community, as well as what 90% of Fort Collins residents agree is the top challenge: housing affordability. We, as a community, need to do better when it comes to providing our citizens with affordable housing options, especially our lower wage earners and historically marginalized people. A stable home provides opportunities for families such as this CARE Housing resident:

“My 3 children and I have been residents of CARE Housing since January of 2019. I left a marriage of 16 years in 2017 and had little to no life skills to get me along in the real world. I obtained employment and have had the same job since November of 2017. I am so very happy with the success that I’ve had while living at CARE Housing and the ability to make lifelong dreams of freedom from daily terror and a happy place to heal for my children a reality.”

Through smart design, we can achieve shared goals of creating a vibrant, sustainable community without sacrificing opportunities for all residents. Our City will continue to grow in population. We as a community need to ask if we want policies that exacerbate inequality, and favor only the highest wage earners, or grow in a way that provides opportunity to all walks of life.

Sincerely,

Steve Kuehneman
Executive Director
Dear City Leaders,

Please see attached letter on behalf of CARE Housing in regards to Ordinance No. 138, 2019.

Thank you for your time and efforts.

Best,
Steve

Steve Kuehneman, Executive Director
CARE Housing | 1303 W. Swallow Road, Bldg 11 | Fort Collins, CO 80526
Office: 970.829.1606 | Cell: 970.222.6649
www.carehousing.org
Dear City Leaders,
In your consideration of the CSU stadium property, I hope that there is some way to save the sledding hill. It is really a unique park. There's nothing else quite like it in Fort Collins. I take my kids there every year. It's big and dozens of families can use it at the same time. It's wholesome and promotes healthy activity at a time of year when it is easy to stay indoors and loaf around. We get out and enjoy the fresh air while enjoying the thrill of sliding down and the huff and puff of hiking back up. Sledding there is good, clean fun for the whole family. We are making happy memories every time we go. I hope that there is a way to make that spot a city park and ensure healthy, happy memories for families going forward.

Sincerely,
Erin Hottenstein
Wanted to make sure this was added to comments on Hughes Stadium. It came through the devreviewcomments inbox. See below.

**Marcy Yoder**  
*Neighborhood Services Manager*

[MYoder@fcgov.com](mailto:MYoder@fcgov.com)  
970-221-6676

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From: Airica Parker <hands.in.soil@gmail.com>  
Sent: Saturday, January 18, 2020 7:14 PM  
To: Development Review Comments <devreviewcomments@fcgov.com>  
Subject: Hughes Stadium Redevelopment

To Whom It May Concern:

I appreciate the need for affordable housing in Fort Collins. However, I urge you to select a development plan that carefully balances our values as a community, one which will sustain a long-term quality of life for residents.

600ish houses does not express this balance in my mind. Over a thousand new cars in this area and heavy new foot traffic + noise, light, and other pollution near the nature areas is not respectful of the many beings already calling this area home.

I am a homeowner who put my faith in the city of Fort Collins for my long-term well being. I urge you to consider carefully the healthiest and most well-balanced plan of development for this site and for all City Planning.

If we lose the natural harmony which Fort Collins was founded upon - a respected balance between nature and human use - we will destroy the very fiber of our beautiful city.

My last related concern is nearby biking paths, which already have many travelers, sometimes moving at quite high speeds. These trails are already very heavily used.

What we need is City Planning respectful of natural spaces and cautious of overcrowding, which also includes caring housing options. We need the balance. I've always seen Fort Collins as a leader in this
area, and I hope we will continue the important task of modeling sustainable, nature-framed living for each other and other communities.

Please, be brave and wise in pursuit of right balance.

Thank you,
Erica Parker, 80526
Dear City Council Members,

I am a student at Rocky Mountain High School in Fort Collins Colorado. I am taking a class called "We the People" in which we are doing a civic action project. For my project, I am focusing on Fort Collins population issues and what can be done about it. I found out that Lennar Corporation bought the Hughes Stadium land from CSU and is planning to build 600 to 700 houses. In order to lower the effects of this huge building project I am proposing building less houses and making them for low income families. What I need from you, if you are willing to help, is just information. What do you know about this project? Do you think the amount of houses they want to build will poorly affect Fort Collins? Can you do anything to help lower said effect? Any information will help.

I realize this may not be a priority and you may not think of this project as a bad thing. My concern about it comes from living in that area near Hughes and already finding it very busy. Thank you so much for your time.

Isabella Macchietto
For you...

**********

Sarah Kane
Executive Administrative Assistant to Deputy City Manager Jeff Mihelich and Mayor Wade Troxell
970-416-2447 office

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From: BARBARA BONILLA <barbarab91@comcast.net>
Sent: Tuesday, March 3, 2020 12:38 PM
To: Ross Cunniff <rcunniff@fcgov.com>; CAO Admin <caoadmin@fcgov.com>; Emily Gorgol <egorgol@fcgov.com>; Susan Gutowsky <sgutowsky@fcgov.com>; Sarah Kane <SKane@fcgov.com>; Julie Pignataro <jpignataro@fcgov.com>; Kristin Stephens <kstephens@fcgov.com>; Ken Summers <ksummers@fcgov.com>; Wade Troxell <WTroxell@fcgov.com>
Subject: Hughes Property 2nd Reading

To: Fort Collins City Council and City Attorney

I am writing to request that the second reading of Ordinance No. 138, 2019, addressing the zoning for the property known as Hughes Stadium, be moved from March 17, 2020 to a date that does not conflict with the Poudre School District and CSU spring break. As you are well aware, many Fort Collins citizens are extremely concerned about the zoning for the Hughes Property. To hold the second reading during Spring Break when many families will be out of town seems unfair.

Please reconsider and move the date of the second reading to a time when more citizens will be able to attend.

Thank you,
Barbara Bonilla
80525
Mayor’s response.

--------------------------
Sarah Kane
Executive Administrative Assistant to Deputy City Manager Jeff Mihelich and Mayor Wade Troxell
970-416-2447 office

From: Wade Troxell <WTroxell@fcgov.com>
Sent: Tuesday, March 3, 2020 12:43 PM
To: BARBARA BONILLA <barbarab91@comcast.net>
Cc: Ross Cunniff <rcunniff@fcgov.com>; CAO Admin <caoadmin@fcgov.com>; Emily Gorgol <egorgol@fcgov.com>; Susan Gutowsky <sgutowsky@fcgov.com>; Sarah Kane <SKane@fcgov.com>; Julie Pignataro <jpignataro@fcgov.com>; Kristin Stephens <kstephens@fcgov.com>; Ken Summers <ksummers@fcgov.com>
Subject: Re: Hughes Property 2nd Reading

Hi Barbara:

Thank you for your email. There will always be conflicts to someone’s schedule on an agenda item on a particular night. There are multiple ways to share input with City Council including email. Please provide your input.

Regards,

Mayor Wade Troxell
City of Fort Collins, Colorado

2017 Malcolm Baldrige Award - City of Fort Collins recognized for “an unceasing drive for radical innovation, thoughtful leadership, and operational excellence.”

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With limited exceptions, emails and any files transmitted with them are subject to public disclosure under the Colorado Open Records Act (CORA). To promote transparency, emails will be visible in an online archive, unless the sender puts #PRIVATE in the subject line of the email. However, the City of Fort Collins can’t guarantee that any email to or from Council will remain private under CORA.
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Sent from my iPhone
To: Fort Collins City Council and City Attorney

I am writing to request that the second reading of Ordinance No. 138, 2019, addressing the zoning for the property known as Hughes Stadium, be moved from March 17, 2020 to a date that does not conflict with the Poudre School District and CSU spring break. As you are well aware, many Fort Collins citizens are extremely concerned about the zoning for the Hughes Property. To hold the second reading during Spring Break when many families will be out of town seems unfair.

Please reconsider and move the date of the second reading to a time when more citizens will be able to attend.

Thank you,
Barbara Bonilla
80525
Mr. Walkup,

Thank you for your email. The Council voted on January 21 to postpone to March 17 its consideration of second reading of the ordinance rezoning the Hughes site. Any further postponement would also be by vote of Council, and would occur, if at all, at the time of consideration of the ordinance on March 17.

The ordinance was adopted on first reading on November 5, 2019. It was originally scheduled for second reading on November 19 and was at that time postponed to January 21, 2020.

Please note that Council does receive input via email and you and any others who have objections or concerns to express are welcome to submit those to Council via email in advance of the 17th. The "City Leaders" address includes all of the City Council and several members of City staff.

I have copied the "City Leaders" email distribution group so that Council and others will be aware of your request and my response to it.
Thank you again for your interest in this item, and for your effort to communicate your concerns.

~Carrie
Carrie Mineart Daggett
City Attorney
City of Fort Collins
300 La Porte Avenue
Fort Collins, CO 80521
970-221-6520
cdaggett@fcgov.com

-----Original Message-----
From: Ted Walkup <twalkup8@gmail.com>
Sent: Sunday, March 1, 2020 9:05 PM
To: Carrie Daggett <CDAGGETT@fcgov.com>
Subject: Second Reading on March 17

Ms. Daggett, as you are aware, the rezoning of the Hughes site remains a contentious issue in our community. A sizable number of Fort Collins residents continue to oppose the proposed rezoning, which is scheduled for its second reading on March 17. This date, of course, falls during Spring Break and on St. Patrick’s Day and, as a result, will likely provide an obstacle for many residents who want their voices heard during public comment.

I urge you to support postponing this second reading. A vote on March 17 would give the impression that Council is trying to dispose of this issue when fewer opponents are present to raise objections. For the sake of fairness and transparency, Council should facilitate public comment on this important issue by postponing the Hughes rezoning vote to a later date.

Thank you for your consideration.

Ted Walkup
3514 Pratolina Court
Fort Collins, CO 80521
Dear Fort Collins City Council,

Please reschedule the vote for the old Hughes Stadium site to sometime after the week of March 16th, since it is the week of Spring Break. This would give more people the opportunity to attend this important city council vote. The vote scheduled for March 17th really isn’t fair to both sides, since equal representation is a must for our city.

Thank you,
Ann Conroy
2038 Scarecrow Rd
Fort Collins, CO 80525

Sent from my iPad
Since the Hughes project will probably go forward in some fashion, I think you should consider less housing instead of more.

Thank you,
Ann Conroy

Sent from my iPhone

On Mar 1, 2020, at 2:45 PM, Ann Conroy <amcbookmom@msn.com> wrote:

Dear Fort Collins City Council,

Please reschedule the vote for the old Hughes Stadium site to sometime after the week of March 16th, since it is the week of Spring Break. This would give more people the opportunity to attend this
important city council vote. The vote scheduled for March 17th really isn’t fair to both sides, since equal representation is a must for our city.

Thank you,
Ann Conroy
2038 Scarecrow Rd
Fort Collins, CO 80525

Sent from my iPad
Date: March 2, 2020
To: Members of the Fort Collins City Council

I am writing to request that the Second Reading of Ordinance No. 138, 2019, addressing the Zoning for the property known as Hughes Stadium be moved from the March 17, 2020 agenda to a date that does not conflict with the Poudre School District and Colorado State University Spring Break.

As you are aware, the Community is extremely interested and passionate about the zoning for the Hughes Property. To hold the Second Reading during Spring Break, when many families have made plans to be out of town, seems disingenuous and unfair to interested citizens.

Please respect the Community and move the Second Reading to a more appropriate date.

Respectfully,
Colleen and Rick Hoffman
1804 Wallenberg Dr
Fort Collins CO 80526
March 8, 2020

To: Fort Collins City Council Members, Cameron Gloss, CSU Board of Governors

CC: Matt Bloom, KUNC

While the meeting set for 3-17-2020 is a zoning hearing, it is clear that the city’s proposed plan, the CSU/Lennar Agreement and the comments of many City Council members focus on how the property will be developed and therefore it is difficult to separate zoning and development.

We feel it is important to ask and receive answers to the following questions:

**Cameron Gloss**
1. Why after the P & Z Board recommended 100% RF did you almost exclusively disregard their recommendation and you presented your recommendation to City Council with just the briefest mention that the P & Z Board recommended 100% RF?
2. Why are you saying 500 - 550 units would be built on the Hughes property? We all know that you worked with CSU regarding the zoning. (We also know that the agreement CSU signed with Lennar states a minimum of 600 units and provides incentives for every unit built over 625 and also includes additional bonuses as units are sold.)
3. What is the exact number of units that can be built on the Hughes property with the LMN/RF zoning you have recommended? Not what you think it may be limited to, but the allowed maximum number? Please breakdown the allowed maximum number down by LMN and RF.
4. Why was the City Plan with identified growth areas implemented after CSU and Lennar signed their agreement regarding the Hughes Property?
5. Why after all of the feedback from the community to the City and CSU regarding the Hughes Property did you and your team only present housing development options for consideration?
6. Why if there is not a formal plan from Lennar for the Hughes Property, why are people meeting at the city building discussing the infrastructure issues for 550 units on the Hughes Property?
7. Why hasn’t the concept of a Public/Private/Philanthropic Partnership been explored, once which would still achieve both CSU’s and the State’s financial objectives?

**Colorado State University**
1. Cameron Gloss stated in a City Council Meeting that CSU refused to consider selling the Hughes Property to the City. Please explain why this decision was made.
2. The Hughes Property was a land grant for and by the people. The community should have a say in what happens to this property. The community has been very clear, time and again, regarding the use of the Hughes Property. Why did you completely discount the public input on the Land Grant Property?
3. Why, after CSU has been so vocal regarding affordable housing for your workforce, did you not make workforce housing a requirement of the sale?

**City Council**
1. Why is the 2nd reading of the zoning for the Hughes Property taking place during Spring Break? A time when the community has already made plans to be away and is not in a position to change plans.
2. When will City Council start demanding answers and information for example, when will the studies the community has requested be completed and results “published”? 

Attachment: Public Comments received November 6, 2019 through March 10, 2020 (9107 : SR 138 Hughes Stadium Rezoning)
a. Ecological Characterization Study  
b. Emergency Response and Rescue  
c. Traffic study from Drake to LaPorte  
d. Educational Capacity  
e. Air Quality  
f. Structural Engineering Impact Study to the Reservoir  
g. Environmental Assessment Study  

3. Many people in the community believe the Zoning for Hughes is a done deal. They find it hard to believe in transparency in government when secret meetings and communications continue among players. The realtors and were informed that the 2nd Hughes reading would not take place on November 5, 2019 hours before City Council voted to delay the vote. Mayor Troxell stated at the start of the City Council Meeting that he had not had the opportunity to speak with his fellow council members so how could the Realtors already know, and therefore found no need to be in attendance? It is clear that that group was warned off ahead of time.

4. Some council members continue to assert that affordable housing is desperately needed and believe it will be built on the Hughes parcel. The community would like to know, based on approved housing developments currently being built and/or considered, exactly how many affordable and attainable units will be built in each development.

5. Once zoning is approved, what control does the city have over how many affordable and/or attainable units are built if the plans submitted by a builder meet all codes and regulations?

6. Why aren't affordable/attainable units being included in developments within the City Core which already has access to transportation and needed amenities?

7. Many of the cities starting out on the “Top Ten Places to Live” quickly lost their place because increasing population became more important than livability. The Fort Collins community wants Livability; what does the City and the City Council want?

While some of these questions may seem global, they do ultimately relate to the City Plan. Council members refer to the City Plan in discussions of identified growth areas, including Hughes, and the impact zoning will have on this area forever.

If you decide to support the recommendation of LMN/RF recommended by the City Planners, it will ultimately destroy or drastically alter/limit the night sky, wildlife habitats and access to Horsetooth Reservoir, also referred to as the “Crown Jewel of Fort Collins”. Safety in the foothills’ community will also be impacted since the City Plan identifies floods and wildfires as an ever-increasing threat as climate changes continue to occur.

Residents in the area as far back as the early 90’s, prior to the Ponds and Bella Vira developments, report that RF Zoning was fervently promoted and supported by the City to obtain buy-in that the buffer to the foothills would always be maintained as RF. Subsequently, home buyers in this same area have relied on this promise.

We ask that you vote no tonight and not support LMN/RF for Hughes. Rather, support the P & Z Boards recommendation of RF as a balanced solution among the Community, CSU and The City.

Sincerely,

Tamra Meurer  
Mary Grant
March 5, 2020

SENT VIA EMAIL: cdaggett@fcgov.com
Carrie M. Daggett
City Attorney
City of Fort Collins
300 Laporte Avenue
Fort Collins, CO 80521


Dear Ms. Daggett:

We write with two concerns. First, we understand that council has received requests from several community members to postpone the second reading of the ordinance to a time that does not fall during spring break. Other than an acknowledgment that you received our last letter regarding the timing of the reading, we have not heard from you as to whether council has determined to go forward as planned on March 17, 2020, with the second reading.

Second, we understand that council members have not been provided the exhibits attached to Rory Heath’s ethics complaint due to the volume of the exhibits. We do understand that the exhibits will be made available at the hearing. A fair deliberation cannot be had by council if members of council are not provided with voluminous exhibits until the time of the hearing. If council is only provided copies of the exhibits at the hearing itself, the entire process is undercut as the entirety of the complaint cannot be understood or considered on its merits.
Sincerely,

HADFIELD STIEBEN & DOUTT, LLC

Sara K. Stieben, Esq.

SKS
Ms. Zook,

Thank you for your email. The Council voted on January 21 to postpone to March 17 its consideration of second reading of the ordinance rezoning the Hughes site. Any further postponement would also be by vote of Council, and would occur, if at all, at the time of consideration of the ordinance on March 17.

The ordinance was adopted on first reading on November 5, 2019. It was originally scheduled for second reading on November 19 and was at that time postponed to January 21, 2020. At that time it was again postponed to the next Council meeting at which all Councilmembers were expected to be in attendance.

Please note that Council does receive input via email and you and any others who have objections or concerns about the proposed rezoning are welcome to submit those to Council via email in advance of the 17th.

I have copied the "City Leaders" email distribution group so that Council and others will be aware of my response to your request. (The "City Leaders" address includes all of the City Council and several members of City staff.)

Thank you again for your inquiry about this item, and for your interest in communicating your concerns to Council.

~Carrie
Carrie Mineart Daggett
City Attorney
City of Fort Collins
300 La Porte Avenue
Fort Collins, CO 80521
970-221-6520
cdaggett@fcgov.com

From: Julie Pignataro <jpignataro@fcgov.com>
Sent: Tuesday, March 3, 2020 4:02 PM
To: Martha Zook <mzook.colorado@gmail.com>; Susan Gutowsky <sgutowsky@fcgov.com>; Ken Summers <ksummers@fcgov.com>; Kristin Stephens <kstephens@fcgov.com>; Ross Cunniff
Thank you for reaching out Ms. Zook and I am including the City Attorney so that she can respond.

Julie Pignataro  
City of Fort Collins  
Councilmember, District 2

With limited exceptions, emails and any files transmitted with them are subject to public disclosure under the Colorado Open Records Act (CORA). To promote transparency, emails will be visible in an online archive, unless the sender puts #PRIVATE in the subject line of the email. However, the City of Fort Collins can’t guarantee that any email to or from Council will remain private under CORA.

Good afternoon members of City Council,

I was recently reached out by several of my neighbors asking if there's any way the "Second reading of Ordinance #138 regarding the re-zoning of the Old Hughes Stadium" be rescheduled to another date other than March 17, 2020. Not only is it St. Patrick’s Day, in which multiple people will be out celebrating, but also being on "Spring Break". Many of the people who reached out to me indicated that this is a very important meeting in which they want to attend; however, will not be in dtown. I told them to email you making the same request to change the date.

Many are speculating this date was set on purpose by the City Council, very well knowingly that half of Fort Collins would be out of town on Spring Break. I urge you to please consider changing the date so that the people of Fort Collins who voted for you may attend this meeting that is very apparent important to us all.
Sincerely,
Martha Zook
January 6, 2020


Dear Ms. Daggett:

As you may recall, this law firm has been retained by Mr. Rex Miller, Ms. Tamra Meurer, and Ms. Mary Alice Grant regarding the City Council’s decision to exercise its quasi-judicial powers to rezone the former Hughes Stadium site in west Fort Collins. I know you have spoken to my partner, Gordon Hadfield, regarding this issue.

Our clients request the opportunity to present a single focused presentation at the upcoming City Council meeting scheduled for January 21, 2020. Specifically, they would like to present information related to the origin of the RF zoning currently in place to the west of Overland Trial. They also request the opportunity to question staff members of the Planning and Zoning Department. I understand that public comment is currently limited to 3-minutes per speaker. Allowing a single presentation by a core group of the public will allow for a more efficient and less schizophrenic use of the City Council’s time. As a result, my clients are requesting a minimum of 20 minutes to present information and ask questions.

Please provide a response to this request by January 10, 2020.
Sincerely,
HADFIELD STIEBEN & DOUTT, LLC

/s Sara K. Stieben
Sara K. Stieben

SKS/eo
Greetings, City Council members,

I urge you to reschedule the second reading of Ordinance No. 138, 2019, addressing the Zoning for the property known as Hughes Stadium, to a date after March 17th which falls during the week of Spring Break. I propose that either of the two Council meeting dates in April would be more appropriate for this discussion, but keeping in mind any conflicts with public holidays or well-established periods for shut down of normal activities in large segments of the community, like Spring Break week for public schools and universities.

I received the updated six month planning calendar on Thursday, 2/26/2020, attached. The agenda for the April 7 City Council meeting shows three items: a second reading consent agenda item, a discussion of ebikes on paved trails following a one-year pilot, and a staff report on Census 2020. None of these items would likely require a significant amount of Council time. Another date, April 21, has no agenda topics listed other than a staff report. At this point in time, a rescheduling looks very reasonable.

The opportunity for citizens wishing to be present for the second reading of this important zoning proposal should not be denied by holding the discussion on a date which is a known conflict with Spring Break week for CSU and PSD.

I make this request in the interest of public participation, fairness and the importance of deliberating this decision in the presence of all interested citizens without unnecessary obstacles caused by the meeting date.

Respectfully submitted,
Kathryn Dubiel
Citizen of Fort Collins
Dear Council Members,

Please reschedule the second reading of Ordinance No. 138, 2019, addressing the Zoning for the property known as Hughes Stadium, to a date after March 17th. The opportunity for citizens wishing to be present for the second reading of this important zoning proposal should not be denied by holding the discussion on a date which is a known conflict with Spring Break week for CSU and PSD.

This request is in the interest of public participation, fairness and the importance of deliberating this decision in the presence of all interested citizens without unnecessary obstacles caused by the meeting date.

Sincerely,
Paul Patterson
2936 Eindborough, 80525
Cameroon
Is this something you need to review or respond to?

Sarah Kane
Executive Administrative Assistant to Deputy City Manager Jeff Mihelich and Mayor Wade Troxell
970-416-2447 office

From: Mary Grant <msgrant026@gmail.com>
Sent: Sunday, March 8, 2020 5:59 PM
To: Susan Gutowsky <susan.gutowsky@gmail.com>; Wade Troxell <WTroxell@fcgov.com>; Julie Pignataro <jpignataro@fcgov.com>; Ken Summers <ksummers@fcgov.com>; Ross Cunniff <rcunniff@fcgov.com>; Emily Gorgol <egorgol@fcgov.com>; Kristin Stephens <kstephens@fcgov.com>; Matt Bloom <matt.bloom@kunc.org>; Carrie Daggett <CDAGGETT@fcgov.com>; Sarah Kane <SKane@fcgov.com>; marc.sallinger@9news.com; Jacy Marmaduke <jmarmaduke@coloradoan.com>; CSU Board of Governors <csus_board@mail.colostate.edu>; Cameron Gloss <cgloss@fcgov.com>
Subject: We would appreciate answers to the questions contained in the attached document

City Council, CSU Board of Governors, City Attorney

We are requesting a formal response to the attached document.

Thank you.

Best,

Mary Alice Grant
703-969-9555

CC: New Media
Should this be included in your records?

I haven't been copying you on all the emails I'm getting regarding postponing Hughes item, but this one talks about their viewpoint, not their request to cancel.

----------------------------------------
Sarah Kane
Executive Administrative Assistant to Deputy City Manager Jeff Mihelich and Mayor Wade Troxell
970-416-2447 office

-----Original Message-----
From: Eclectic Reader Books -Gmail <eclecticreaderbooks@gmail.com>
Sent: Sunday, March 15, 2020 5:59 PM
To: Carrie Daggett <CDAGGETT@fcgov.com>; Wade Troxell <WTroxell@fcgov.com>; Darin Atteberry <DATTEBERRY@fcgov.com>; Kristin Stephens <kstephens@fcgov.com>; Susan Gutowsky <sgutowsky@fcgov.com>; Julie Pignataro <jpignataro@fcgov.com>; Ken Summers <ksummers@fcgov.com>; Ross Cunniff <rcunniff@fcgov.com>; Emily Gorgol <egorgol@fcgov.com>; Sarah Kane <SKane@fcgov.com>; Jeff Mihelich <jmihelich@fcgov.com>
Subject: Hughes Stadium

To All,

I would like to once again register my support for the preservation of the Hughes Stadium land as an open space natural area. To bow to the pressures of Lennar and CSU for the complete development of land that should remain in its natural state for future generations is contemptible greed. This would create irreversible damage for the next hundred years or more. Vote with your conscience.

Cynthia Manuel

970-2234019

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This email has been checked for viruses by Avast antivirus software.
https://www.avast.com/antivirus
City Council,

As a concerned citizen, and in light of the current State of Emergency, I ask that City Council postpone its discussion on the Hughes Stadium development to a further date when citizens will be able to gather at City Hall accordingly to voice their concerns and questions.

Thank you
NR
--
Nathalie Rachline
nathalie.rachline@comcast.net / nathalie.a.rachline@gmail.com
Business Strategy, Operations, and Transformations
Member of the Board - SIM Colorado - Chair membership
Member of the City of Fort Collins Transportation Board - Vice Chair
Member of the Board - Off the Hook Arts - President
+ 1 (970) 215 07 05
Skype: rachline.nathalie
Hello Simla and Josh,

Please see the press release notifying the public of the changes to tomorrow’s Council meeting.

https://www.fcgov.com/news/?id=7689

“March 17 City Council meeting modified for remote public participation; Hughes Stadium agenda item recommended for postponement to March 31”

Thank you.

Sarah Kane

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Sarah Kane
Executive Administrative Assistant to Deputy City Manager Jeff Mihelich and Mayor Wade Troxell
970-416-2447 office

-----Original Message-----
From: Simla <simla.somturk@gmail.com>
Sent: Sunday, March 15, 2020 8:42 AM
To: Sarah Kane <SKane@fcgov.com>
Subject: Please POSTPONE second hearing of Hughes Stadium hearing/decision session...

... so that we can participate in our civic duty to keep each other safe by staying in our homes right now. Citizens have a right to show up safely and in a timely manner to participate in this decision. Right now it’s not that time.

Thank you and respectfully,

Simla Somturk & Josh Mooradian
Residents - Fort Collins / Overland Trail area

Sent from my iSimla
Hello Samara,

Please see the press release notifying the public of the changes to tomorrow’s Council meeting.

https://www.fcgov.com/news/?id=7689

“March 17 City Council meeting modified for remote public participation; Hughes Stadium agenda item recommended for postponement to March 31”

Thank you.

Sarah Kane

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Sarah Kane  
Executive Administrative Assistant to Deputy City Manager Jeff Mihelich and Mayor Wade Troxell  
970-416-2447 office

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Samara Cohen  
I am writing as a concerned citizen in light of the COVID-19 crowd restriction to please postpone the Hughes rezoning mtg that is scheduled for Tues. March 17. Residents deserve a fair voice to be heard for this meeting. This development affects many residents that live in the area, not to mention how it will impact school classroom numbers and traffic flow.

Samara Cohen
Hello Lindsay,

Please see the press release notifying the public of the changes to tomorrow’s Council meeting.

https://www.fcgov.com/news/?id=7689

“March 17 City Council meeting modified for remote public participation; Hughes Stadium agenda item recommended for postponement to March 31”

Thank you.

Sarah Kane

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Sarah Kane
Executive Administrative Assistant to Deputy City Manager Jeff Mihelich and Mayor Wade Troxell
970-416-2447 office

-----Original Message-----
From: Lindsay Morgan <Lindsette@comcast.net>
Sent: Sunday, March 15, 2020 3:23 PM
To: Sarah Kane <SKane@fcgov.com>
Subject: Please cancel the March 17 City Council Meeting

Dear Ms. Kane,

It would be irresponsible not to cancel the March 17th City Council Meeting. The COVID-19 Virus is an international Pandemic and puts the citizens of Fort Collins at risk for their lives. Added to that, the Hughes Property Re-zoning vote is extremely important to many of the citizens who have worked very hard on trying to find a reasonable compromise to the plan of 600+ houses, condos, duplexes, and apartments presented by a very questionable developer. It is simply NOT FAIR for the City Council to slip this issue under the table and take advantage of the fact that few citizens will compromise their health in order to be heard in person by the Council before vote. We will continue to object and fight against this kind of tactic.

Sincerely,
Lindsay Morgan
Hello Rose,

Please see the press release notifying the public of the changes to tomorrow’s Council meeting.

https://www.fcgov.com/news/?id=7689

“March 17 City Council meeting modified for remote public participation; Hughes Stadium agenda item recommended for postponement to March 31”

Thank you.

Sarah Kane

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Sarah Kane
Executive Administrative Assistant to Deputy City Manager Jeff Mihelich and Mayor Wade Troxell
970-416-2447 office

-----Original Message-----
From: Rose Macalister <r_macalister@yahoo.com>
Sent: Monday, March 16, 2020 8:40 AM
To: Sarah Kane <SKane@fcgov.com>
Subject: Council meeting 3/17/20

I am requesting for city council to consider cancelling tomorrow’s meeting d/t the recommendation by state federal authorities to maintain social distancing. I want to go but concerned about the number of people who may be there and my risk for being affected by the Covid-19 virus. Please postpone the meeting to a time when the infection rate and risk is less, to allow for community participation and in person comment.

Rose Macalister
2931 Pleasant Valley Rd
Fort Collins
Sent from my iPhone
From: Sarah Kane
To: susan aubin
Subject: RE: Hughes Meeting
Date: Monday, March 16, 2020 2:42:00 PM

Hello Susan,

Please see the press release notifying the public of the changes to tomorrow’s Council meeting.

https://www.fcgov.com/news/?id=7689

“March 17 City Council meeting modified for remote public participation; Hughes Stadium agenda item recommended for postponement to March 31”

Thank you.

Sarah Kane

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Sarah Kane
Executive Administrative Assistant to Deputy City Manager Jeff Mihelich and Mayor Wade Troxell
970-416-2447 office

From: susan aubin <susanaubin@hotmail.com>
Sent: Monday, March 16, 2020 9:02 AM
To: Sarah Kane <SKane@fcgov.com>
Subject: Hughes Meeting

Hi Sarah,

I am sure city council is aware of recent CDC recommendations so, here they are. Following new recommendations from the Centers For Disease Control and Prevention, the Larimer County health department also urged the cancellation or postponement of events with 50 or more attendees. The CDC’s recommendation is to hold off on such events for at least eight weeks and does not apply to "the day-to-day operation of organizations such as schools, institutes of higher learning, or businesses.

I hope there will be a way for citizens who are at risk and unable to attend to remotely participate in the meeting.

If not, it seems to send a cynical message, either that concerns about the coronavirus and the importance of social distancing don’t apply to council or citizens of Fort Collins or two, that community participation in the meeting will be compromised due to people unable to attend.
I am surprised the meeting is not being postponed. It seems like a good opportunity for city leadership to model good social distancing practices to keep our community safe.

Sincerely,
Susan Aubin
Hello Trish,

Please see the press release notifying the public of the changes to tomorrow’s Council meeting.

https://www.fcgov.com/news/?id=7689

“March 17 City Council meeting modified for remote public participation; Hughes Stadium agenda item recommended for postponement to March 31”

Thank you.

Sarah Kane

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Sarah Kane
Executive Administrative Assistant to Deputy City Manager Jeff Mihelich and Mayor Wade Troxell
970-416-2447 office

City Council Member and Other City Staff,

While I wish I could be sending you an email thanking you for your service, that isn’t the purpose of this email. Instead, I am writing to ask you to seriously take into consideration the CDC’s announcement that large events expecting more than 50 people should be banned due to the dangers of the Coronavirus.

https://www.nbcnews.com/health/health-news/cdc-recommends-canceling-all-events-50-people-or-more-until-n1159771

Hopefully you will take the CDC announcement seriously and postpone the tomorrow’s scheduled City Council meeting, in which (among other things) members will vote on the zoning for the Hughes Stadium property. I know that you’re hoping for fewer than 50 people to show up for this event, but I, personally, am planning to take my chances and attend if it is decided that the meeting will proceed as planned. I’m very concerned about the future of our wildlife and our children, and as much as I don’t like attending meetings in any situation, (and I’d definitely prefer not to attend tomorrow!), I will, if necessary.

Unfortunately, over the past several months, it has become clear to many of your constituents, including myself, that most of you have shown a tendency to put the wishes of developers and those in charge of large institutions above the wishes of those who voted for you to represent our views. If this weren’t the case, how could the decisions regarding the zoning of Montava, Hughes, and the ethics review board resulted in the way that they did over the recent months?

It was also very obvious to those of us who have dealt with CSU over the years that when you chose March 17 as the date for the decisive vote on zoning for the Hughes Stadium land, that you had adopted CSU’s tactic of waiting until a vacation time to make an important vote—fully aware that this would be a time when many concerned citizens would be away with family, likely visiting other far-away family members, or taking a long-awaited trip that couldn’t be taken during regular work time. We have seen this strategy used over, and over again—and many of us were disappointed and disgusted to see our City Council use it for scheduling the Hughes Stadium zoning vote date.

Hopefully you will show your Fort Collins constituents that even though you haven’t voted on their behalf in the past, you will at least show concern for the health of the people who are fighting the developers out of concern for our precious wildlife. Please listen to the CDC and postpone tomorrow’s very important meeting until it will be safer for everybody to continue the discussions scheduled for tomorrow.

Thank you,

Patricia K. Babbitt
309 Scott Ave.
Fort Collins, CO 80521
Hello Valerie,

Please see the press release notifying the public of the changes to tomorrow’s Council meeting.

https://www.fcgov.com/news/?id=7689

“March 17 City Council meeting modified for remote public participation; Hughes Stadium agenda item recommended for postponement to March 31”

Thank you.

Sarah Kane

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Sarah Kane
Executive Administrative Assistant to Deputy City Manager Jeff Mihelich and Mayor Wade Troxell
970-416-2447 office

From: Freymuth, Valerie <valerie.freymuth@colostate.edu>
Sent: Monday, March 16, 2020 10:21 AM
To: Sarah Kane <SKane@fcgov.com>
Subject: Please cancel the City Council meeting on Tuesday 3/17/20

Please cancel the City Council meeting on Tuesday 3/17/20 or at least cancel the vote on Hughees zoning due to covid-19 and spring break.

Valerie Freymuth
Hello Nathan,

Please see the press release notifying the public of the changes to tomorrow’s Council meeting.

https://www.fcgov.com/news/?id=7689

“March 17 City Council meeting modified for remote public participation; Hughes Stadium agenda item recommended for postponement to March 31”

Thank you.

Sarah Kane

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Sarah Kane
Executive Administrative Assistant to Deputy City Manager Jeff Mihelich and Mayor Wade Troxell
970-416-2447 office

Hello-

I am writing to urge city leadership to postpone the city council meeting scheduled for tomorrow, March 17th. The latest CDC recommendation for social distancing during the developing COVID19 pandemic is to not hold any gatherings of more than 50 people. With such a locally contentious item as Hughes stadium property rezoning on the agenda, tomorrow night's council meeting will certainly draw at least that many people. Though we currently have only one confirmed case of COVID19 in Larimer County, testing had been limited and people may be infected with COVID19 and show few or no symptoms, and the virus may thus be more prevalent in our community than we are currently aware. Being an RN at a local hospital, I am acutely aware of the extreme strain an outbreak is likely to place on our local health care system, as well as the additional risk that such a scenario will pose for me, my colleagues, and our families. I believe that it would be irresponsible of the City of Fort Collins to hold tomorrow night's council meeting as scheduled, and I urge city leaders to show the leadership for which they were elected or appointed and postpone the meeting.

Thank you.

Nathan Robinson
Hello Ms. Hartman,

Please see the press release notifying the public of the changes to tomorrow’s Council meeting.

https://www.fcgov.com/news/?id=7689

March 17 City Council meeting modified for remote public participation; Hughes Stadium agenda item recommended for postponement to March 31

Thank you.

Sarah Kane

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Sarah Kane
Executive Administrative Assistant to Deputy City Manager Jeff Mihelich and Mayor Wade Troxell
970-416-2447 office

Dear Council Members and Mayor

I am writing to URGE you to consider cancelling the Second Reading addressing the Zoning for the Hughes Stadium Property on March 17, 2020. My reasons for this request are numerous, but the main one is that due to Corona Virus precautions, many people will be unable to attend the hearing.

The second reason for this request is that in light of the virus, at this point we have no idea what the city will need in one year or five years. Yes, the devastating financial impacts may make the rezoning of Hughes Property even more ridiculous than it currently is.
Kirsten Hartman
6715 Enterprise Dr B-104  (until very recently homeowner in Quail Hollow)
Fort Collins, CO 80526
Hello Mary

Please see the press release notifying the public of the changes to tomorrow’s Council meeting.

https://www.fcgov.com/news/?id=7689

March 17 City Council meeting modified for remote public participation; Hughes Stadium agenda item recommended for postponement to March 31

Thank you.

Sarah Kane

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Sarah Kane
Executive Administrative Assistant to Deputy City Manager Jeff Mihelich and Mayor Wade Troxell
970-416-2447 office

Good Morning All,

I am writing to find out the status of the 2nd Reading of the Zoning for Hughes Stadium, I saw on the Larimar County Website that they are urging the cancellation of all gatherings over 50 people (See Below). The disposition of this issue is very important to me and the Fort Collins Community as is evidenced by the high turnout every time the Hughes property is on the agenda. I am over 65 and I do have complicating heath issues. Please let me know if the 2nd reading will be postponed or if I need to show up on Tuesday 3-17-2020 in the event that this issue is actually discussed during the City Council Meeting. If this issue is going to be discussed, what precautions will be in place for people like me who will be attending so that my voice is heard?
Thank you in advance for your prompt attention to my request

Best,

Mary Alice Grant
703-969-9555

Helping organizations stay the course and navigate rough seas.

Restrictions and Guidelines for Events, Large Gatherings, and Public Spaces

Rather than waiting for additional positive test results, public health officials have issued proactive protective measures to minimize the impact of COVID-19. Larimer County Public Health Director, Tom Gonzales, has issued a public health order requiring the cancellation or postponement of events with more than 250 attendees and the closure of senior community centers in Larimer County. This order is intended to prevent an increase in the number of people with serious infections, resulting in an overwhelmed healthcare system.

We are also urging the following:

- The cancellation or postponement of events with 50 or more attendees for the general population.
- People at high-risk for severe illness from COVID-19 (aged 60 or over, those with underlying health conditions, and pregnant people) not attend events, public areas, and business locations where 10 or more people will be gathered.
- Elective surgeries and non-critical medical appointments should be postponed until further notice to conserve medical resources.
- Avoid all nonessential travel. Travel in and out of the community is highly discouraged.

If you are planning to attend any social gathering of any size, take precautions to lower the chances of getting sick yourself or spreading respiratory illness to others.

- Stay home if you are not feeling well
- Avoid others who are sick
• Cover your cough and sneeze with a sleeved arm or a tissue

• Wash your hands regularly with soap and water. Alcohol-based hand sanitizer with at least 60 percent alcohol is also effective against COVID-19
Dear City Council Members:

It is a grave mistake to make the Hughes Stadium into housing developments. What a tragedy it would be. This property is one of the few undeveloped pieces of land between Overland Trail and the foothills and for the sake of the citizens it should be preserved as open space, land for all to enjoy. A partnership between the City and County and CSU with funding from the State could keep this land from development and maintain Fort Collins as a beautiful place to live. The council should think long-term and of future generations rather handing this precious land over to developers.

I do hope that you postpone your Tuesday vote in the midst of the coronavirus crisis and wait until a time when citizens can safely attend the city council meeting and voice their concerns and opposition.

Thank you.
Barbara Gotshall
2509 Tucker Court
Fort Collins, CO 80526
970-217-2035
bhgotshall@gmail.com
Council Members:

By now I hope Council has made the decision to postpone Fort Colins City Council meetings (gatherings of over 50 people) based on the strong recommendation of the Center for Disease Control.

Considering the heightened interest in matters before Council, many people have planned to attend and comment on critical agenda items. However, the CDC’s caution will keep many, if not most, away.

Many city events and activities have already been postponed or cancelled and some facilities have closed. Why not Council meetings and council-related gatherings?

I sincerely hope you will not move forward with major Council decisions without the fullest involvement of your constituents.

Regards,
Karen Wagner
Dear City Council Members,

I strongly oppose the development of the Hughes Stadium property for housing. This is one of the few undeveloped stretches of land between Overland Trail and the foothills, and it should be preserved as open space. A partnership between the City, the County and CSU, with funding from the state, could make this happen. We don't need more housing of any kind hemming us in from the foothills and mountains that make Fort Collins such a beautiful place to live.

I would like to attend the meeting Tuesday night but will not because it is irresponsible considering the threat of Coronavirus. In fact, I'm surprised that you would hold a public meeting on such a controversial issue in the midst of this crisis.

Sincerely,

Mary Humstone
4420 Bingham Hill Rd
Fort Collins, CO 80521
970 420-5275
humstone@gmail.com
From: Adam Musielewicz
to: Emily Gorgol
Cc: Delynn Coldiron
Subject: Re: Development of old Hughes Stadium Area
Date: Monday, March 16, 2020 10:22:45 AM

Thank you!

From: Emily Gorgol <egorgol@fcgov.com>
Sent: Monday, March 16, 2020 9:32 AM
To: Adam Musielewicz <a_musielewicz@hotmail.com>
Cc: Delynn Coldiron <DECOLDIRON@fcgov.com>
Subject: Re: Development of old Hughes Stadium Area

Hello Adam,

As this is a quasi-judicial matter I cannot discuss this matter in detail. I am copying the City Clerk so your comments will be part of the record.

Thank you,

Emily Gorgol
Pronouns: She, Her, Hers
City of Fort Collins
Councilmember, District 6
970-556-4748

With limited exceptions, emails and any files transmitted with them are subject to public disclosure under the Colorado Open Records Act (CORA). To promote transparency, emails will be visible in an online archive, unless the sender puts #PRIVATE in the subject line of the email. However, the City of Fort Collins can’t guarantee that any email to or from Council will remain private under CORA.

From: Adam Musielewicz <a_musielewicz@hotmail.com>
Sent: Monday, March 16, 2020 9:14 AM
To: Emily Gorgol <egorgol@fcgov.com>
Subject: Re: Development of old Hughes Stadium Area

Hi Emily,

I just wanted to follow-up to this email I send a while ago. Did you receive it?
It seems there will be a 2nd reading of this proposal tomorrow. Due to the virus, I will not be there in person. However, I strongly oppose any development of the Hughes area and prefer it to be left alone. I wanted to reiterate my view as one of your constituents.

Thank you for your representation.

Adam Musielewicz

From: Adam Musielewicz
Sent: Saturday, February 8, 2020 1:45 PM
To: egorgol@fcgov.com <egorgol@fcgov.com>
Subject: Development of old Hughes Stadium Area

Hi Emily,

Hope this email finds you well. My name is Adam Musielewicz and my wife, 2 boys and I live in the Rogers Park neighborhood. We feel lucky and fortunate to live where we do. From good neighbors to access to foothills trails, we are grateful for our neighborhood.

I know there had been some public meetings about the development of the old Hughes Stadium area. Unfortunately, we were not able to attend, and while it is likely a bit late, I wanted to share my view that I oppose the development of this area for housing.

I value the areas around me (like Maxwell and Reservoir Ridge) that offer opportunities to enjoy the outdoors, family friendly style. I would like to see the same with the Hughes Stadium area. I understand that our city is growing and will continue to do so, but sprawling outward I don’t believe is the best practice. Though it has it’s own challenges, I think investing in (affordable) housing, building vertical, it better route.

Also, simply, I believe over development ousts wildlife from their home. We are so lucky to have wild and semi-wild places right next to us, and I feel strongly we need to protect them.

If deliberation is still occurring regarding development, then I hope this email provides more input.

Thank you,

Adam Musielewicz (2524 W. Plum St.)
To: Council Members  
From: Susan Taylor, 2608 Kansas Drive, G-145, Fort Collins, CO  
RE: Tuesday Council Meeting  

I am very interested in attending the proposed council meeting to make a final decision on a development plan for the Hughes Property. However, I will not be able to attend due to the Coronavirus limits on gathering more than 50 people in one location - and actually that is too close contact for someone my age - 78.

I respectfully ask that you postpone this meeting until a time that it is safe for community members to attend. Literally every other activity that I engage in has been canceled to keep people safe from the virus. I don't understand why this meeting would go forward at this time.

Thank you for your consideration.
Dear Mayor Troxell and members of City Council,

Looking at the City's website and the agenda for this week's Council meeting, it appears that the Council meeting this Tuesday will proceed as usual, since there is no announcement to the contrary.

As we are all aware, the COVID-19 pandemic poses serious health dangers, and extraordinary public health measures are needed. While the officially reported confirmed COVID-19 incidence in Larimer is low, it would be mistaken to assume this means that the virus doesn't now pose a risk locally, and that extraordinary public health measures are not needed. To the contrary, there is strong reason to believe that official numbers lag significantly behind actual infections -- and that any delay in implementing extremely strong precautionary measures can (almost certainly will) result in significantly higher COVID-19 infections with major negative consequences.

Analysis of COVID-19 trajectories in different countries shows COVID-19 presence and exponential increase in infections preceding official numbers (presumed and confirmed infections), especially when testing is very limited and inadequate to identify early non-symptomatic infections as is the current situation in Colorado and in Larimer County.

What is clear is that containment requires extraordinary public health measures that minimize to the greatest degree possible COVID-19 exposure and possible transmission among people, and implementation of public health measures sooner rather than later. With the COVID-19 epidemic, sooner means immediately, not in 2 or 3 days. Coronavirus: Why You Must Act Now makes clear the terrible consequences of waiting for official infection numbers to climb before implementing extraordinary public health measures to prevent spread of COVID-19.

Fort Collins residents appreciate the tremendous commitment by City Council to proceed apace with Council business. However, in this highly unusual time, extraordinary public health measures to contain COVID-19 should take priority.

Proceeding with a City Council meeting this Tuesday will bring together Council members, City staff, law officers, and possibly dozens of other people, all in close proximity in the Council chamber -- a situation that will put these people in danger of COVID-19 exposure, and many others who could be subsequently exposed to COVID-19, as well as increasing risk to our community's health system. For people above 60, the risk from COVID-19 infection rises significantly, from 3.5% mortality to 15% mortality.
Please prioritize and take immediate public health measures to contain COVID-19 -- including not proceeding with a Council meeting-as-usual on Tuesday, or after, until such time as the public health situation becomes safe again and participation does not pose risk to individuals and to the community's health.

City residents should not need to consider if attending a Council meeting they deem important is worth risking an infection that -- especially to older people -- could be fatal.

Respectfully,
Doug Henderson

Virus-free. www.avast.com
To whom it may concern:

I woke up this morning disappointed that there was nothing to read by email, on any government websites or in the Coloradoan newspaper from our local leadership. It's been 5 days since the federal government started showering us with mandates and directives. It's been 4 days since Colorado Governor Jared Polis started making huge decisions for our state's safety. The only city council/mayoral uttering we have heard is about whether to delay the Hugh's stadium development proposal vote. Yes, delay the vote; it is of NO importance next to protecting our community from a Pandemic! Some of us are using social media to stay informed; we are supporting one another keeping our social distance, washing our hands and "holing up" to do our part to prevent the exponential spread of this virus. We have read the countless emails from organizations in our full lives that have shut their doors to the public. We have researched our questions and educated our families and friends. We know that COVID-19 is particularly dangerous because it is novel meaning it comes from another species and we have no natural immunity against it. Collectively, I believe we are doing what we are supposed to be doing to protect ourselves and others. What about the others in this town? What about those who get their only information from the Coloradoan? There has been no community address from our mayor. He could sit in his living room and record a “fireside chat” and send it to the city website administrator to post. He could do a tele-chat interview with the Coloradoan and they could put it front page so all the folks out there that use the newspaper as a viable source of information could have a sense of leadership. This clearly is unprecedented and super scary for businesses, individuals, schools and government so we should be educated and reassured from our local leaders. City Council leaders could access those pesky databases and send out an email, text or robocal assuring the community that they are indeed working behind the scenes. The silence from local leadership is dangerous and alarming. By not reaching out to Fort Collins citizens directly, the mayor and city council are failing those who need leadership the most. There are plenty of people in this town that don’t have the savvy, sense of responsibility or resources to be practicing the basics of protecting themselves and others. It is past time for local leadership to do their part to advocate and protect the entire community.
Thank you for your consideration,
Tara McCormac
Fort Collins, Colorado
Honorable Fort Collins city leaders,

Have you cancelled the City Council meeting tonight, 3/17/20, due to Covid19 health threat? We haven't seen such note.

Please kindly ensure responsible, "in-charge" persons will take the lead and postpone meeting and voting.

There is a high likelihood that this will yet be another crowded, high density meeting, due to more contentious issues. Thus presenting a high likelihood of further unmeasured accelerated virus spread. Consequently potentially exposing many more citizens eventually than just the ones present at the meeting.

It seems, common sense suggests, based on former meetings and status quo of nationwide developments, that it is neither safe & wise to proceed with this meeting, with it previous form, today. Especially considering the most recent developments & orders in CO and Larimer County.

What are you planning to do?

Regards,
Gabriele
Hello Council and members of City staff:

I would like to request the city respect the current pandemic, the safety and health of its citizens, and the guidelines set by the Centers for Disease Control: https://www.cdc.gov/coronavirus/2019-ncov/community/large-events/mass-gatherings-ready-for-covid-19.html

The meeting currently scheduled for Tuesday evening, open to the public, generally has over 50 in attendance in a small, confined space. This is in direct violation of the guidance set nationally and being followed by most major cities at this moment.

Even more seriously, some citizens wishing to attend / speak / participate, as well as some members of Council, are considered part of the “Vulnerable Population”. It is recommended they not only follow general safety guidelines, but even go as far as preemptively self-quarantine.

Holding a public meeting in the face of this crisis is an obvious and severe breach of public trust and confidence, and would set a precedent that ignoring warnings directed at health and safety is acceptable.

I am sure you will make the right decision here and continue to provide steadfast guidance and leadership to Fort Collins.

—

Nick Frey
The NMF Group, LLC
nfrey09@gmail.com
970.215.2826
Dear Mayor Troxell,
Thank you for your response. As I am certain you and our county's health director are abundantly aware this is a fluid situation. The CDC as of just a few hours ago is now recommending all gatherings of 50 people or more to be cancelled.
Sincerely,
Roxanne Griffin
Resident of Fort Collins

On Sunday, March 15, 2020, 5:26:17 PM MDT, Wade Troxell <wtroxell@fcgov.com> wrote:

Dear Roxanne:

We are looking at various options to be responsive to Gov. Polis’ 250 person gathering mandate and the recommendations from the county’s health director. More to come tomorrow.

Regards,

Mayor Wade Troxell
City of Fort Collins, Coloradoan

2017 Malcolm Baldrige Award - City of Fort Collins recognized for “an unceasing drive for radical innovation, thoughtful leadership, and operational excellence.”

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Sent from my iPhone

On Mar 15, 2020, at 9:15 AM, roxanne griffin <turningrox@yahoo.com> wrote:

Dear City Leaders,
In light of the coronavirus and recommendations of the CDC for at risk populations, I request postponement of the upcoming meeting on March 17, 2020.

As you know a large crowd is expected which should be of
concern to you personally as well as concerns for those residents you represent. Also there are citizen's voices that may not be heard due to the recommended social distancing that otherwise would have been at the table.

Sincerely,
Roxanne Griffin
Resident Fort Collins
From: Jamie Callahan
To: City Leaders
Subject: Hughes rezoning vote and covid 19
Date: Saturday, March 14, 2020 2:52:16 PM

Dear city leaders,

I am writing today to ask you to delay the vote on Hughes stadium rezoning currently scheduled for March 17, in light of the rapidly escalating COVID-19 situation and city emergency declaration. Myself, along with MANY members of the community are planning to attend this meeting and at this point would put ourselves at risk by being with such a large gathering.

Citizens should be allowed to voice their opinions, and to do so safely. This vote should NOT continue without community input, and at this time as it's unsafe for such a large gathering I'm asking you to delay the vote until it's safe for us all to gather together once again.

I appreciate your quick attention to this matter,

Jamie Callahan, RN
2450 Hampshire Rd #17,
Fort Collins, CO 80526
To All City Council Members:

I'm hoping that the meeting which is now scheduled for March 31 is rescheduled way into the latter part of April. I, for one, am a very high risk individual (on Chemo drugs). The public's health should come first vs. scheduling a meeting about Hughes. I hope you all reconsider and look further down to April, perhaps even late May. Thank you.

All stay well. Take care.

Beverly
Beverly Hill
3605 Mead Street
Fort Collins, CO 80526
Phone: 970-226-1386
Fax: 970-226-2014
PUBLIC COMMENTS RECEIVED FROM MARCH 26 THROUGH April 15, 2020.
Hello City leaders!

I see the agenda for City Council tonight has Hughes listed last with a recommendation from the City Manager to postpone the hearing until April 21. With the latest Federal regulations encouraging us to stay at home until at least April 30, I'm requesting that this issue be postponed until after that date. We've learned that an online meeting is not an effective way for the City staff to conduct a public forum. This issue is important to hundreds in our community, and many do not have access to computers with video conferencing capabilities. Those of us who do have access saw how ineffective it was to try to meet that way earlier this month. Please do the right thing by our community and country to prevent the spread of the virus, and delay this meeting until May.

Thank you.

Best,
Becca LaPole
80526

On Thu, Mar 12, 2020, 10:48 AM Rebecca LaPole <beccalyn137@gmail.com> wrote:

Dear City Councilmembers,

I am writing to request that the Second Reading of Ordinance No. 138, 2019, addressing the Zoning for the property known as Hughes Stadium be moved from March 17, 2020, to a date that does not conflict with the Poudre School District Spring Break, and is not in the middle of a possible coronavirus outbreak. As you are aware, the community is extremely interested and passionate about the zoning for the Hughes Property. To hold the Second Reading during Spring Break, when many families have made plans to be out of town, seems disingenuous and unfair. It also does not seem to be a good time to get many vulnerable members of our community together during a worldwide health crisis. We are also awaiting the final result of the ethics investigation into Mr. Summers' business; yet another reason to move the Second Reading.

Please respect the community and move the Second Reading to a more appropriate date.

Thank you.

Love & Light,
Becca LaPole
Zip Code: 80526
Hi Colleen –

Thank you for your feedback. I will add this to Council’s read before file tomorrow.

Delynn Coldiron
City Clerk

From: Colleen Silan <colleen@silanmercer.com>
Sent: Monday, March 30, 2020 2:40 PM
To: Ross Cunniff
Subject: Minimize development at Hughes Stadium

of course, I’d prefer that you didn’t develop at all, but I presume that’s not possible.

Thanks and regards,
Colleen Silan
1325 Birch
Fort Collins
80521
Date: March 30, 2020

From: Rich Stave, Average Member of Fort Collins Public

To: Fort Collins City Council

RE: March 31, 2020 Council Meeting – Removal of consent agenda item 10 regarding the sale of public property adjacent to 525 N Whitcomb Street for discussion

Regarding the First Reading of Ordinance No. 051, 2020, Authorizing the Sale of Real Property Located Adjacent to the Utilities Service Center at 700 Wood Street.

I’m not a real estate attorney however there appear to be multiple troubling issues regarding a sale of public property to a private party for this property in particular;

1) Taxes on the property in question have previously been and are currently paid by the public. My understanding about public property owned by the City of Fort Collins is for use in the best interest of its citizens. If normal adverse possession requires the interested party to pay taxes for a period of time where is the receipt? Why wasn’t it included in the application? Are back taxes to be collected by the county Treasurer?

2) Where can one find the application to turn public property over to a private party? Is it online?

3) If there is an interest to sell a piece of public property should it be offered during a public auction so that all have the chance to evaluate for a bid?

4) Whom is responsible to monitor potential negative actions taken on public real property? This property is within direct sight and sound of major public buildings and appears to have been suggested for sale by an entity involved. Was there an investigation leading up to the proposal? Where is this document? Why wasn’t it included in the council packet? Which city board(s) deliberated the sale and voted in affirmation?

5) A building and/or fencing appears to have been recently added. A quick check of public records did not show a permit was pulled. Was a permit pulled? Was building code and setback followed? Were fees collected? Did a contractor do the work and at whose direction and expense? Does this sale imply that all this can be ignored and is ok?

6) Buried within the sale appears to be an automatic exemption from change of zoning use. How does it apply to the Hughes stadium site but not here? It appears the zoning change would require at least following the process. Does it require a zoning hearing or an appeal? When is (was) it scheduled? Can the public attend?

7) Is this a quid pro quo transaction? Is there a private benefit without a public one? Was there another agreement not benefitting the public at large?

Sincerely submitted for inclusion and discussion,

Rich Stave
My comments about this item are attached in case of interruption of services.
City Council Members,

Just a quick note to ask you to delay any action on the Hughes Stadium property until such time as the quarantine is lifted and citizens are able to participate.

Respectfully,
Dave Grossett
Good Afternoon.
Hope you are staying well and your families are healthy during this crisis.

Considering the disruption in our lives, in city government, and the distractions in our midst, I have a request for when you meet tomorrow.

Please vote to postpone the Hughes Second Reading to April 21st or later, after our community is able to attend City Council and weigh in on this important decision. Considering how difficult it is for most people to participate remotely in the process and have quality audio, the best decision is to hold off on a final vote for when stakeholders can weigh in.

Thank you for your consideration.

Renee P. Walkup
80521
Hi Karen –

Thank you for your feedback. I will add this to Council’s read-before packet for tomorrow’s meeting.

Thanks,
Delynn Coldiron
City Clerk
decoldiron@fcgov.com

From: Karen Kalavity <integradesign1@yahoo.com>
Sent: Monday, March 30, 2020 11:23 AM
To: egorgol@fc.com <egorgol@fc.com>; Ross Cunniff <rcunniff@fcgov.com>; Ken Summers <ksummers@fcgov.com>; Julie Pignataro <jpignataro@fcgov.com>; Kristin Stephens <kstephens@fcgov.com>; wtroxall@fcgov.com <wtroxall@fcgov.com>; Susan Gutowsky <sgutowsky@fcgov.com>
Subject: Hughes Stadium -Let’s do what’s right, not what the developers are selfishly pushing for

Ft. Collins City Council Members,

When it comes to the Hughes Stadium "redevelopment", it has become increasingly evident that shady developers are being given preference over people and the environment in Ft. Collins. Or... even people in the State of Colorado, who really own the property.

CSU is a land grant college in Colorado, not a private college or real estate concern to be sold off to the highest, or in this case, the lowest bidder...Lennar Homes.

CSU is a land grant college put together to EDUCATE its citizens, not to provide raw real estate so that for-profit developers can make even more money at the expense of the public.

Please, Ft. Collins City Council, please exercise some version of ethics and respect your own fiduciary duty and moral obligation to the public and turn down this deal with the devil that many of you have willingly entered into.

I noticed, with interest, that at the last Ft. Collins City Council meeting, the only City Council members present were the ones who had done the right thing in the first place, by voting against the Hughes Stadium takeover by developers.

Apparently, the members, including the mayor who had voted for the Hughes stadium development in the past were, conveniently, not in attendance. I guess you were practicing "social distancing" from the crowd of constituents who are there to protest the selling out and selling off of public lands that should be used for a far greater use than to become another high density, non-sustainable, non-community for out-of-state developers with nothing more than
profiteering on their minds.

Please do the right thing and vote this damn development atrocity out the window...NOW, on Tuesday, or whenever the vote will actually take place.

Sincerely,
Karen Kalavity
CSU ALUM and a person who has personally been screwed by Lennar Homes and its "associates"
Please vote YES to delay the Hughes 2nd reading until April 21st.
Oops, nevermind; sounds like Doug has already emailed it to everyone :)

Julie Pignataro
City of Fort Collins
Councilmember, District 2

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From: Julie Pignataro <jpignataro@fcgov.com>
Sent: Monday, March 30, 2020 10:39 AM
To: Delynn Coldiron <DECOLDIRON@fcgov.com>
Subject: Fw: Hughes Stadium Site

Delynn,

I hope you are well!

Please include the email below with the read-before packet and any other Hughes emails. Thanks,

Julie Pignataro
City of Fort Collins
Councilmember, District 2

With limited exceptions, emails and any files transmitted with them are subject to public disclosure under the Colorado Open Records Act (CORA). To promote transparency, emails will be visible in an online archive, unless the sender puts #PRIVATE in the subject line of the email. However, the City of Fort Collins can’t guarantee that any email to or from Council will remain private under CORA.

From: Doug Finnman <dfinnman72@yahoo.com>
Sent: Monday, March 30, 2020 10:07 AM
To: Julie Pignataro <jpignataro@fcgov.com>
Subject: Hughes Stadium Site
Dear Councilmember Pignataro,

I am a property owner in Council District 2, and I am writing you regarding my concerns about the proposed zoning and development of the Hughes Stadium site. My main concern is about the current 600-700 homes planned at this site. I believe this is an inappropriate development plan for the Hughes site, and I urge Council to find a more sustainable, community-friendly alternative that honors the natural beauty and uniqueness of this property.

As with many others in the community, I would love to see the Hughes property remain the valuable open space it is now for current and future community members to enjoy. I understand that option is likely not on the table now, given CSU’s sale of the property to a developer. Given this, I urge Council to strongly consider a clustered residential foothills zoning designation for the property, that would result in considerably more open space left intact. This likely will not suit the interests of either CSU or the developer to maximize the economic value of the property, but I believe would be a better overall decision given the natural amenities of the property and recognizes broader community interests of valuing and preserving this important gateway to Fort Collins and County natural areas.

Fort Collins has only one space like the Hughes property - it is a tremendous gateway to the foothills and Horsetooth Reservoir natural areas that the City of Fort Collins and Larimer County have already worked so hard to preserve and protect. I ask Council to make an appropriate zoning decision that retains and protects the natural value of the Hughes property.

Thank you for your consideration,

Doug Finnman
Good morning, please vote YES to delay the second reading on The old Hughes stadium property until your April meeting. This is an important and emotional issue and during this difficult time should be delayed until things return to

Stay healthy,
Ann Conroy

Sent from my iPhone
Hello,
My concern is WHY you guys have to have this meeting so rushed? Why is it that you want to come together during covid19 and make a decision, Fort Collins values that spot so much. Who ever wants to build in that area is ruining natural trails that people have come to love EVERYDAY. Hughes stadium area is MY GO TO SPOT. At 1,000s of others. You all suck and I hope this meeting doesn’t go on during this because it just goes to show y’all are only about money. Not giving one care about the beauty of that area.
FEEL FREE TO PLEASEEEEEEEE EMAIL BACK ON WHY YOU WANT TO HAVE A MEETING DURING THIS.
Fort Collins City Council Members:

Switching to virtual City Council Meetings will essentially discourage a large majority of citizens from participating in the future plans of our city.

- There are elderly people who are not computer savvy.
- There are citizens who don’t have computers.
- There are people who can’t afford computers.
- Unfortunately it’s an opportunity for the introduction of corruption.
- It distances citizens from the opportunity to talk face-to-face “live” with our representatives.
- It allows council members to slip through votes on very vital, controversial decisions like Hughes.
- It is basically distancing the citizens from a LIVE DEMOCRACY in action.
- Without a lot of practice and working out the kinks and providing help to the community on how to go about participating via computer, this whole idea will fail in terms of public participation.
- Critical decisions should be put on hold until this whole process can be introduced to the citizens of Fort Collins and people feel comfortable doing it.
- This whole idea is UNDEMOCRATIC!

Please consider holding off on voting for controversial subjects like Hughes and concentrate on “Business-as-usual” items until this Coronavirus issue has subsided. The Hughes property is not going to go away, there are plenty of developers besides Lennar who would be happy to have the opportunity to be a part of the design and future wishes of this city for this property. Any excuse of a RUSH is just not valid. PATHS has been working on compromise for a long time and this decision could invalidate all that we have hoped for.

Sincerely, Lindsay Morgan 80526
To the Fort Collins city council members:
Once again I am stunned at the lengths this council will go to get their way.
I am strongly urging each one of you to uphold your duty as council members to listen to the people of Fort Collins.
I strongly believe you should not vote to change the ordinance regarding not allowing determining quasi judicial matters in remote council meetings.
I say this for a number of reasons.
First, even though you offer remote access to citizens for input, it is an onerous process to utilize and truly not easily accessed. Second, it does not give access to citizens who do not have the technology to access it and thus access is not equitable. Third, the last thing on people's mind at this moment is whether their city council is being honest and earnest in running our city government.
( and frankly should be on yours), On every citizen's mind is the Corona virus. Its impact on every community in the United States is unprecedented in so many personal and professional ways.
I want to believe that this city council isn't taking advantage of this terrible circumstances for their advancement of a preferred agenda. But I can't imagine that this particular ordinance is of paramount importance that it can't wait until life settles down.
So please vote not to change the current ordinance regarding not determining quasi judicial matters in remote council meetings.
Sincerely, Beverly Harris
PUBLIC COMMENTS RECEIVED FROM APRIL 16 THROUGH MAY 13, 2020.

Any comments received between May 14 until 4:30 pm, May 19 will be provided in the read-before packet given to Council on May 19.
Since I have been going to the City Council meetings and other meetings related to the Hughes Development (Drake Center), I've only heard a few people say anything positive about building houses in the area. Most of the discussion at these meetings, has been about how to mitigate problems that this development was going to cause. I know Fort Collins needs more low income housing, and that has been a focus of a few of our council members. Most people who have lived here for more than five minutes, consider the Hughes Stadium area a LANDMARK of Fort Collins. We feel it's a really Special place. It's just not an appropriate place to build low-income housing, or any other housing. Especially because of the traffic restrictions, (only three main streets to carry the cars). There are alot of low income housing and apartment units being built in other developments.

After CSU was granted that land, they built a sports venue, that was used primarily for football games and occasional concerts and such. In the past 50 years, the remaining land around the stadium has been densely filled-in with a multitude of houses. Our traffic and pollution are already at high levels.

Please see Coloradoan Articles:
* 8-10-19  "Denver, northern Colorado short on clean air"
* 8-19-19  "Air quality misses another deadline" "EPA says Fort Collins region has too much ozone."
* 12-17-19  "EPA lowers Denver area's quality rating to "serious"
* 12-22-19  "Authorities issue pollution advisory"

At one of the recent CC meetings, a lady from the traffic dept I believe, estimated there may be 6000 car trips each day. I'm sure you can access that info. I'm just trying to get you to think about how this is going to affect our quality of life on West Drake, West Stuart, and West Prospect (where there is an elementary school just a few blks east of Overland.

There is already a development going in on Drake and Overland with I believe 325 houses. Then, no doubt the Drive-in movie land will be developed at some point, (a few more houses.)

Currently, the EPA has determined Fort Collins air quality is unacceptable 4 (four) days out of the year, or about 1% of the time (because of high ozone). What will the air quality be like after the previously mentioned developments are finished. What's Acceptable? To breathe unhealthy air 1%, 5%, 10% of the time? Building this development UP AGAINST a MOUNTAIN, isn't going to help the air flow. I'm asking that we delay any further development in this area until we find out what the consequences are going to be on our air quality from the projects that have already been initiated.

We already have On-Peak and Off-Peak electrical rates and it looks like we'll be having restricted water usage in the coming future. Why are chewing off our own foot?

Please, I just want the Council Members to think about the true ramifications of how this development will affect our quality of life.

Most Sincerely,
Beth Benscheidt
Re: Hughes Stadium Re-“Development”

I am guessing the vote for the Hughes Stadium re-“development” will be delayed again, but the reality is there should be a vote to put this thing to rest, ONCE and FOR ALL!

We are dealing with this situation, in the first place, because the Ft. Collins City Council, CSU and developers saw fit to build a new and expensive, out-of-touch football stadium a few years ago. The stadium ‘design” and construction required that eminent domain be used to displace businesses and homeowners within the downtown area of Ft. Collins to create a place where contractors could build an expensive place for a mediocre football team. It is very likely, with this new age of the Corona Virus, and the subsequent social distancing, that very few people will even be using this expensive stadium any time soon.

But the “debt” incurred by building the stadium has become the basis of a “reason” to justify selling off 165 acres of prime real estate that CSU and the state of Colorado owns.

I am sorry, but this thing smells so much of basic corruption that I cannot believe we are supposed to take it seriously at all. Even the “Ethics Committee” which has allowed city council members to vote on whether their own actions are ethical, rather than requiring an objective third party to make that decision, is more than troubling.

It is not CSU, or City Council’s right to sell real estate owned by the people of the state of Colorado and sell it off for “peanuts” to a shady developer like Lennar Homes. It is not even their right to sell it off to a reputable developer, although a reputable developer would not be involved in this deal in the first place.

Vote this thing down ONCE and FOR ALL!

Sincerely,
Karen Kalavity
For your tracking.

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Sarah Kane
Executive Administrative Assistant to Deputy City Manager Jeff Mihelich and Mayor Wade Troxell
City of Fort Collins
970-416-2447 office

From: Mary Grant <msgrant026@gmail.com>
Sent: Tuesday, April 21, 2020 3:32 PM
To: Susan Gutowsky <susan.gutowsky@gmail.com>; Wade Troxell <WTroxell@fcgov.com>; Julie Pignataro <jpignataro@fcgov.com>; Ken Summers <ksummers@fcgov.com>; Ross Cunniff <rcunniff@fcgov.com>; Emily Gorgol <egorgol@fcgov.com>; Kristin Stephens <kstephens@fcgov.com>; Rebecca Everette <reverette@fcgov.com>; Carrie Daggett <CDAGGETT@fcgov.com>; Sarah Kane <SKane@fcgov.com>
Cc: Matt Bloom <matt.bloom@kunc.org>; Marc Sallinger <marc.sallinger@9news.com>; Jacy Marmaduke <jmarmaduke@coloradoan.com>
Subject: Postponement of the 2nd reading of the Hughes Zoning

City Council Members,

Thank you for the focus you are putting on supporting Fort Collins through the pandemic. During this time of critical priorities and Stay at Home orders, it is important to ensure that the business addressed by the City Council is essential and allows for appropriate levels of participation. I am asking you to support the postponement of the 2nd reading of the zoning for the Hughes property until this issue can be held in a forum that allows the community to attend and participate in person. This issues has packed the City Council Meetings because it is so important to this community. Since the Stay at Home order was put into place community participation has been minimal, and the quality of that participation has been inconsistent at best. Two weeks ago, I made comments at the City Council Meeting and was not aware, until I saw it in the Coloradan the next day, that my comments could not all be heard. Please vote to postpone the 2nd Reading of the Hughes Zoning until the Community can participate in person.

Thank you.

Best,

Mary Grant
80521

Helping organizations stay the course and navigate rough seas.
Council members

again i am a resident of district 6 i am writeing to in in regurads to item 6 on tommorows (may 5th) city council meeting agenda " EXCEPTION FOR REMOTE HEARING OF HUGHES REZONING") and i request that my statement and questions be inculded in the citizen comment portion of the meeting on issue # 6 As a resident of district 6 i am strongly opposed to this motion and ask that the council vote no on its . The Issue of the huges rezozing is not something that shoud be done in a remote vewing setting .This issue impacts hundreds of residents of district 6 incuding myself and we will get the majority of the negitive impacts of this rezoning . This again seems to be a clear attempt by CSU which our mayor and one sitting councilmember are employed by to cut the citizens of district 6 out of being able to be present and invouled . We are residents and citizens of ft collins and we strongly request that we are allowed to be in city hall in person to give our statements and voice our concerns when this issue is voted on and that an independent investigation by an independent non city agency be conducted into the ethics concrens of the hughes rezoneing.

my questions are this issue are this

Has CSU donated any monies to councilwomans stephens campain for county commissner and or donted the use of any of their facilities for councilwoman stephen's pervious or upcoming campain events. It is documeted record (councilmember campain reports) that several council memebrs had donated to the campsains and reelection campsains of other councilmemembers in the last election cycle..
councilman ross to councilwoman stephens max individual countribion
councilwoman stephens to councilowman gorgol max individual contribution

how dose the city council defend that in such setting such as the ethics review borad that council members who make up this borad have donated to council mebers who are being acoused that impartilaty is maintained and the proccess was free of any personal feelings by counilmembers towards tht accused member that could very well have influencd thier vote givin thier clear desire to see that other counilmember relected.

you have councilwoman stephens who is being accused of ethics violations on this rezoneing issue givin her employment by CSU donating to the city council election of councilwoman gorgol who repersents district 6 where the hughes site is located . how do you assue the citizens of district six that councilwoman gorgols vote on the rezoning is was not influансed by councilwoman stephens support of councilwomans gorgols campain for city council.
In closing the residents of district 6 again raise of concerns over the employment of both mayor troxell and councilwoman stephens by CSU and our strong disgust that the city uses the defense that CSU is not a buissness to clear mayor troxell and councilwoman stephens We are well aware of the huge sum of money CSU stands to lose if this rezoning fails ,,We ask once again that our council stand with the people of district 6 who you represent and have already voiced our strong and unified opposision to the rezoning of huges amd the huge negative impact it will bring to our neighborhoods and quility of life and not CSU's and president Mconell's greed

Thank you
Dear City Leaders: I would like to state that I concur with Rebecca LaPole and have quoted her email from 3/31 below. I feel that the community should be able to physically and materially participate in such a controversial decision, and this cannot occur on April 21st.

"I see the agenda for City Council tonight has Hughes listed last with a recommendation from the City Manager to postpone the hearing until April 21. With the latest Federal regulations encouraging us to stay at home until at least April 30, I'm requesting that this issue be postponed until after that date. We've learned that an online meeting is not an effective way for the City staff to conduct a public forum. This issue is important to hundreds in our community, and many do not have access to computers with video conferencing capabilities. Those of us who do have access saw how ineffective it was to try to meet that way earlier this month. Please do the right thing by our community and country to prevent the spread of the virus, and delay this meeting until May.

"Thank you for your consideration.

Nick Frey
The NMF Group, LLC
nfrey9@gmail.com
970.215.2826

—
The City is once again attempting to force the final decision on the rezoning of the beloved Hughes property during an unprecedented time when we are unable to fully and fairly participate as residents of Fort Collins.

The City staff knows full well that conducting in-person public hearings is categorically impossible due to the continued risk of COVID-19 to our community. Furthermore, despite a recent Council decision that prohibited important Zoning issues from being heard and decided via remote Council meetings, the City staff is nevertheless asking Council to make an EXCEPTION on the Hughes rezoning decision. That means that the ultimate fate of Hughes could happen via REMOTE hearing, not a preferred in-person hearing, should the Council agree to make an exception to its original, recent decision. The overwhelming public sentiment has been clear: Because of the uncertainty of the ongoing COVID-19 pandemic, and because there have been countless residents disenfranchised from fair participation and public comment as a result of unreliable remote meeting software, and a confusing remote comment registration process, our City Council MUST WAIT until our community is safe to convene again IN PERSON to discuss the final rezoning of the beloved Hughes property.

Sincerely and Seriously,
Lindsay Morgan
80526
I am requesting that City Council include the Hughes rezoning in its earlier decision not to hear zoning issues remotely. An exception should not be made for the Hughes rezoning.

This issue has been tightly contested among Councilmembers and remains extremely unpopular among Fort Collins residents. Trying to push through this rezoning while constituents cannot fully participate in person is simply unfair.

Please delay any action on Hughes rezoning until it is safe for residents to participate in person at Council meetings.

Thank you.

Ted Walkup
3514 Pratolina Court
Fort Collins, CO 80521

Sent from my iPad
Hi, my name is Mary Grant, 80521

I have only been in Fort Collins for 4 years; however, during this time, I have learned that the controversy regarding the zoning of the Foothills goes back decades. Residents who have been here 25 years or more recall when RF zoning was first introduced to the Foothills and the promises and commitments that were made. The community relies upon those promises and commitments. Fast forward to today. The zoning of the Hughes property is just as controversial, and the community continues to be very interested in the decision regarding the zoning.

I find it sad that the Exception for Remote Hearing of Hughes Rezoning specifies the high level of community interest as one of the reasons why the zoning of the Hughes property should be addressed virtually. Since the Stay at Home order was put into place community participation has been minimal, and the quality of that participation has been inconsistent at best. There are people without technology, those who are technology challenged, those who don’t feel a letter or email could adequately represent their concerns and those who would prefer to talk to the people who represent them in person. In the past, the City Council Meetings have been packed when this issue is addressed, the community wants to be heard!

Why is it at one meeting, the City Council members seem to understand the importance of the Hughes decision to the community and talk about ensuring community participation in person. The next thing the community knows, there is another request before the City Council to just go ahead and vote since the City employees seem to think “it’s done” and no more discussion is needed even though the P&Z Board recommended 100% RF, which is not what the city is recommending or wants.

I am requesting that City Council vote no to this request, the community deserves to be in the room when this vote is taken.

Thank you.
Yes

at this time i dont wish to file a formal complainit....just a note in the record will do and hopefully our council can curb thihose kind of commentsin public meeting as the residents of district 6 myself incuded take them very personally .i laso do not belive my grivance meets the requiried critria for an official complaint. however

however as a resident of district 6 i would like to file a conflict of interest against councilwoman Emily Gorgol ..MS Gorgol is the repersentive of district 6 if you veiw hercampain donation reports for the last cycle (april 2019) you will about 4th from the top the name of councilmember Kristen Stephens shows giveing the max donation allowed for one person .. Ms Gorgol was one of the council memebrs who decided if Ms Stephens had committed ethics violations in regurad to the hughes rezoing.. MS Stephens has appently givein support to Ms Gogols campain for city council and had a vested interested in seeing ms gogol elected ..MS Gogol should have ecussed herself form the ethics vote on ms Stephens ethics violations .there is a clear conflict of interest givin ms Stephens donations in that Ms Gogols vote could have been infulanced by ms stephens support for her election campain ..Also Ms gorgol needs to recuse herself from the vote on the hughes stadium givin the donations and support givein by Ms stephens an employee of CSU again givin the high possibilty of pressure by ms stephens

the fact that sitting counilmembers who are decideing ethics issue on such a large and impactful decision as the hughes rezoing are donating to each others city council election campains is highly disturbing to the many citizens of ft collins

thank you again for your time and prompt response to this issue

On Friday, May 8, 2020, 01:16:08 PM MDT, Delynn Coldiron <decoldiron@fcgov.com> wrote:

Hi Mr. Knebgl –

We are in receipt of your email where you state you would like to lodge an official complaint against Councilmember Summers (shown below). However, in a separate email to City Manager Atteberry you state that you are not looking to file a complaint.

Can you please clarify for us what you are seeking at this time?
From: Jake Knebgl <crazyjay2012@yahoo.com>
Sent: Thursday, May 7, 2020 10:13 AM
To: City Leaders <CityLeaders@fcgov.com>
Subject: [EXTERNAL] councilmember conduct

councilmembers. Again i am resident of district 6 80521..i am writing in regurads to the response i reicved to my email about councilman Ken Summers comments during the may 5th council meeting pretaining to the hughes rezoning and the residents of district 6 who have voiced our concerns on this this issue. Councilman summers response to our raising this complainit on his comments is par for the course for him ..its follows the same tend as his comments in previous council meetings..instead of conducting himself in a manner befitting a city council member mr summers attacks. insults and degrades the citizens ..He promotes the view that how dare the citizens of ft collins question him or the council on matters that affect our district or quilitey of life..City council members are required under the city council code of conduct to conduct themselves in a dignifed and respectful manner whenever you are engaged with the citizens you repersen  regardless of your personal feelings on the issue being brought up by the citizens and your oath of office requires you to qoute " serve and repersen the citizens of the city of fort collins..at this time i would like to lodge and file an offical and formal complaint against councilman Ken summers for violation of his oath of office tp serve and repersen and violation of the city of fort collins code of conduct for his comments during the may 5th city council meeting ..As citizens we have a civic duty to hold our elected officals to account for their actions and statements.. Again the residents of district 6 do not view this issue as a game as councilman summers accused us of during the may 5th meeting and again we find mr summers comment deeply insulting and an attack on our rights as citizens
thank you
CAMPAIGN REPORT

Full Name of Committee: Elect Emily

Name of Candidate (or NA): Emily Gorgol

Type of Report:

- [x] Regularly Scheduled Filing
  - [ ] 35 days before election
  - [ ] 21 days before election
  - [ ] 14 days before election
  - [ ] Friday (noon) before election
  - [ ] 35 days after election
  - [ ] 70 days after election
  - [ ] Annual filing (start with day after last report)

- [ ] Amended Filing, replacing prior report dated: Use due date of report being amended

- [ ] Termination Report (Termination Reports MUST Have a Monetary Balance of Zero in Line 5 Below)

Reporting Period Covered: December 31, 2018 date Through February 24, 2019 date

(start with day following end of last report) (end 2 days before date due)

<table>
<thead>
<tr>
<th>Reporting For Current Period</th>
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</thead>
<tbody>
<tr>
<td>Funds on Hand at Beginning of Reporting Period (monetary)</td>
</tr>
<tr>
<td>Total Monetary Contributions (line 10 on Detailed Summary)</td>
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<tr>
<td>Total of Monetary Contributions &amp; Beginning Amount (line 1+ line 2)</td>
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<tr>
<td>Total Monetary Expenditures (line 16 on Detailed Summary)</td>
</tr>
<tr>
<td>Funds on Hand at End of Reporting Period (monetary) (line 3 - line 4)</td>
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</tbody>
</table>

I certify to the best of my knowledge and belief this is a true and correct filing. I understand the submission of false, erroneous or incomplete information may be subject to sanctions in accordance with Chapter 7, Article V of the City Code.

Printed Name: Elizabeth Donovan

Title: Treasurer

Name of Person Completing Form

Signature: ______________________________

Date: 2/26/2019

City of Fort Collins

Rev. July 2018

Rev: Nov 2000
### Detailed Summary

<table>
<thead>
<tr>
<th>Fund Source</th>
<th>Reporting For Current Period</th>
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<tr>
<td><strong>Funds on hand at beginning of reporting period (monetary):</strong></td>
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</tr>
<tr>
<td><strong>7</strong> Itemized Contributions (monetary contributions of $20 or more and loans)</td>
<td>$ 6,945.90</td>
</tr>
<tr>
<td><strong>8</strong> Non-Itemized Contributions (monetary contributions of $19.99 and less)</td>
<td>$ -</td>
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<tr>
<td><strong>9</strong> Other Receipts (interest, dividends, refunds, rebates, etc.)</td>
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<tr>
<td><strong>10</strong> Total Monetary Contributions</td>
<td>$ 6,945.90</td>
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<tr>
<td><strong>11</strong> Itemized Contributions In Kind (non-monetary contributions with value of $20 or more)</td>
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</tr>
<tr>
<td><strong>12</strong> Non-Itemized Contributions In Kind (non-monetary contributions with value of $19.99 and less)</td>
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</tr>
<tr>
<td><strong>13</strong> Total Contributions</td>
<td>$ 6,945.90</td>
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<tr>
<td><strong>14</strong> Expenditures/Obligations</td>
<td>$ 2,866.97</td>
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<tr>
<td><strong>15</strong> Contributions Returned</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>16</strong> Total Monetary Expenditures</td>
<td>$ 2,866.97</td>
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</tbody>
</table>
### Itemized Contributions
(Monetary Contributions of $20.00 or More and Loans)

**Total Itemized Contributions:** $6,945.90

<table>
<thead>
<tr>
<th>Contributor</th>
<th>Address (including City/State/Zip)</th>
<th>Loans (X)</th>
<th>Date Contribution Accepted</th>
<th>Amount of Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emily Gorgol</td>
<td>817 Ponderosa drive, Fort Collins, CO 80521</td>
<td>X</td>
<td>12/31/2018</td>
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<td>Kristin Stephens</td>
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<tr>
<td>Natalie Yoder</td>
<td>1205 Columbine Ct, Fort Collins CO 80521</td>
<td></td>
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<td>Molly Guitilla</td>
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<tr>
<td>Margaret &amp; Nicholas Francis</td>
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<td>Joe Somodi</td>
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<td>Deirdre Sullivan</td>
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<td>Mark Hanson</td>
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<td>Randall Yoder</td>
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<tr>
<td>Elizabeth and Ryan Donovan</td>
<td>3609 Bayshore Rd, Fort Collins CO 80524</td>
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<td>James Martell</td>
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<td>John Kefalas</td>
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<td>Anne Marie Evans/Angel Izeul</td>
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<td>Kathleen Mackin</td>
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<td>Carrie Francis</td>
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<td>Melissa Ballarin</td>
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<td>Denise Bower</td>
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<td>Lexie Kuznick</td>
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<td>Brad Holderfield</td>
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<td>Megan and Caley Fretz</td>
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<td>Clara Castanzo</td>
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<tr>
<td>Jamie Sterling</td>
<td>9314 N Exeter Ave., Portland OR 97203</td>
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<table>
<thead>
<tr>
<th>Contributor (Individual or Entity)</th>
<th>Address (Including City/State/Zip)</th>
<th>Loans (X)</th>
<th>Date Contribution Accepted</th>
<th>Amount of Contribution</th>
</tr>
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<tbody>
<tr>
<td>Eric and Melanie Hartel</td>
<td>2454 San Miguel Dr., Walnut Creek, CA 94595</td>
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<td>Joyce Hoffacker</td>
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<td>Amy Tujague</td>
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<td>Diane Matthews</td>
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<td>Anna Reyner</td>
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<td>Jake Joseph</td>
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<td>245 Urban Prairie Street Fort Collins, CO</td>
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<td>Nate Donovan</td>
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<td>Lauren McDonell</td>
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<tr>
<td>Anna Francis</td>
<td>7170 W 42nd Ave., Denver, CO 80033</td>
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<td>Melanie Potyondy</td>
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<td>Jeanne berger</td>
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<td>Virginia and Tom Sponsior</td>
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<tr>
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<td>Donald Morris</td>
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<td>Patsy Morris</td>
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<tr>
<td>Contributor (Individual or Entity)</td>
<td>Address (including City/State/Zip)</td>
<td>Date Contribution Accepted</td>
<td>Amount of Contribution</td>
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<td>Gerald and Constance Horack</td>
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<td>Cathy Kipp</td>
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<td>Araceli Newman</td>
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<td>Carl Brown</td>
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<tr>
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<tr>
<td>Sarah Broce</td>
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<td>Karen Artell</td>
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<tr>
<td>Michael and Anne Byrne</td>
<td>204 Maple Street, Apt. 206, Fort Collins, CO 80521</td>
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<tr>
<td>Stuart MacMillan</td>
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<td>2/12/2019</td>
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<tr>
<td>Richard and Barbara Fuller</td>
<td>300 Camino Real, Fort Collins, CO 80524</td>
<td>14-Feb</td>
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<td>Peter Comiskey</td>
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<td>Jaime Ballarin</td>
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<td>Carol Roedocker</td>
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<td>Andrew Boesenecker</td>
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<tr>
<td>Christine Csermica-Haas</td>
<td>617 Gall Circle, Fort Collins, CO 80524</td>
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<td>$75.00</td>
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<td>Edmund Robert</td>
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<td>Kevin Jones</td>
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<tr>
<td>Bruce Hall</td>
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<tr>
<td>William Blume</td>
<td>1201 Newsom St., Fort Collins, CO</td>
<td>2/17/2019</td>
<td>$25.00</td>
<td></td>
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<tr>
<td>Veronica Lim</td>
<td>108 s Whitcomb, Fort Collins, CO</td>
<td>2/17/2019</td>
<td>$25.00</td>
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<tr>
<td>Frank Gibson</td>
<td>826 Ashford Ln., Fort Collins, CO</td>
<td>2/15/2019</td>
<td>$30.00</td>
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<td>Marney Komives</td>
<td>324 E. Plum St., Fort Collins, CO</td>
<td>2/18/2019</td>
<td>$25.00</td>
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<tr>
<td>Richard Jr.</td>
<td>4569 Larkbunting Dr., #1-C. Fort Collins, CO</td>
<td>2/15/2019</td>
<td>$50.00</td>
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<tr>
<td>Richard and Margaret Shannon</td>
<td>2906 Silverwood Dr., Fort Collins, CO</td>
<td>2/17/2019</td>
<td>$150.00</td>
<td></td>
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<td>Eleanor Dwight</td>
<td>907 Sailors Reef, Fort Collins, CO</td>
<td>2/17/2019</td>
<td>$25.00</td>
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<tr>
<td>Sid and Vivian Sprecher</td>
<td>301 North Whitcomb St., Fort Collins, CO 80521</td>
<td>2/22/2019</td>
<td>$100.00</td>
<td></td>
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<tr>
<td>Robert Patterson</td>
<td>5238 Keystone Creek Ct., Fort Collins, CO 80528</td>
<td>2/22/2019</td>
<td>$25.00</td>
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<td>Charmaine Stavedahl</td>
<td>3607 Woodridge Rd., Fort Collins, CO</td>
<td>2/15/2019</td>
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<td>Sonia Immasche</td>
<td>730 Cottonwood Dr., Fort Collins, CO</td>
<td>2/19/2019</td>
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<td>Nancy Frederick</td>
<td>1801 LaPorte, Fort Collins, CO</td>
<td>2/19/2019</td>
<td>$25.00</td>
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<tr>
<td>Ferri Erickson</td>
<td>3756 Sandy Shore Ln., Fort Collins, CO</td>
<td>2/15/2019</td>
<td>$30.00</td>
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<tr>
<td>Channing Amdt</td>
<td>1603 W. Mulberry, Fort Collins, CO 80521</td>
<td>2/23/2019</td>
<td>$75.00</td>
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<tr>
<td>JJ Levy</td>
<td>1029 Valley View Rd., Fort Collins, 80524</td>
<td>2/23/2019</td>
<td>$75.00</td>
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<tr>
<td>Cory Carroll</td>
<td>3213 Nelson Lane, Fort Collins, CO 80525</td>
<td>2/23/2019</td>
<td>$75.00</td>
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Rev: Nov 2000
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<thead>
<tr>
<th>Contributor (Individual or Entity)</th>
<th>Address (including City/State/Zip)</th>
<th>Loans (X)</th>
<th>Date Contribution Accepted</th>
<th>Amount of Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Melanie Potyondy</td>
<td>2813 Michener Dr., Fort Collins, CO 80526</td>
<td></td>
<td>2/24/2019</td>
<td>$ 20.00</td>
</tr>
<tr>
<td>Dave Thompson</td>
<td>925 Ponderosa Dr., Fort Collins, CO 80521</td>
<td></td>
<td>2/25/2019</td>
<td>$ 75.00</td>
</tr>
</tbody>
</table>
**Itemized Contributions In Kind**
(Non-monetary Contributions with Value of $20.00 or More)

<table>
<thead>
<tr>
<th>Contributor (Individual or Entity)</th>
<th>Address (including City/State/Zip)</th>
<th>Date Contribution Accepted</th>
<th>Brief Description of Contribution</th>
<th>Fair Market Value of Contribution</th>
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</tbody>
</table>

**Total Contributions In Kind:**

$ - 
### Expenditures/Obligations

(Include all expenditures, obligations as referenced in the definition of "expenditure", and repayment of loans)

#### Total Expenditures:

<table>
<thead>
<tr>
<th>Person/Entity to Whom Expenditure or Obligation Was Made</th>
<th>Address (including City/State/Zip if outside Fort Collins)</th>
<th>Date Expenditure or Obligation Was Made</th>
<th>Purpose of Expenditure or Obligation</th>
<th>Amount of Expenditure or Obligation</th>
</tr>
</thead>
<tbody>
<tr>
<td>WIX</td>
<td>499 Terry A Francois Blvd San Francisco, CA 94158</td>
<td>12/31/2018</td>
<td>Domain Protection</td>
<td>$9.90</td>
</tr>
<tr>
<td>WIX</td>
<td>500 Terry A Francois Blvd San Francisco, CA 94158</td>
<td>12/31/2018</td>
<td>Domain</td>
<td>$150.00</td>
</tr>
<tr>
<td>Act Blue</td>
<td>Colorado Democratic Party, 789 Sherman St. #110, Denver, CO 80203</td>
<td>1/17/2019</td>
<td>VAN Data</td>
<td>$400.00</td>
</tr>
<tr>
<td>More with Print</td>
<td>Matt Industries, 6761 Thompson Road, Syracuse, NY 13211</td>
<td>1/21/2019</td>
<td>Contribution Envelopes</td>
<td>$103.24</td>
</tr>
<tr>
<td>Vista Print</td>
<td>Vistaprint Netherlands BV, Hudsonweg 8, Venlo, The Netherlands, 5928LW</td>
<td>1/23/2019</td>
<td>business cards</td>
<td>$59.87</td>
</tr>
<tr>
<td>Donorbox</td>
<td>Rebel Idealist LLC., 1885 Mission St., San Francisco, CA 94103</td>
<td>2/4/2019</td>
<td>Processing fees</td>
<td>$52.05</td>
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<tr>
<td>Good Shepards Printing</td>
<td>Jeffery Fannin Enterprises Inc., 1019 W. Main Street, Morehead KY 40351</td>
<td>2/8/2019</td>
<td>Yard Signs</td>
<td>$440.00</td>
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<tr>
<td>staples</td>
<td>4333 Corbett Dr., Fort Collins, CO 80525</td>
<td>2/11/2019</td>
<td>Donation Letters: Envelopes, labels, stamps, printing</td>
<td>$385.61</td>
</tr>
<tr>
<td>Craft Trophy</td>
<td>Craft Trophy, 508 N. Link Lane, Fort Collins 80524</td>
<td>2/12/2019</td>
<td>Name Tag</td>
<td>$20.43</td>
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<tr>
<td>Vista Print</td>
<td>Vistaprint Netherlands BV, Hudsonweg 8, Venlo, The Netherlands, 5928LW</td>
<td>2/13/2019</td>
<td>Flyers</td>
<td>$269.60</td>
</tr>
<tr>
<td>More with print</td>
<td>Matt Industries, 6761 Thompson Road, Syracuse, NY 13211</td>
<td>2/13/2019</td>
<td>Contribution Envelopes</td>
<td>$103.24</td>
</tr>
<tr>
<td>Vista Print REFUND</td>
<td>Vistaprint Netherlands BV, Hudsonweg 8, Venlo, The Netherlands, 5928LW</td>
<td>2/14/2019</td>
<td>REFUND</td>
<td>($26.88)</td>
</tr>
<tr>
<td>Aspen Grove Marketing</td>
<td>PO BOX 587 FORT COLLINS, CO 80522</td>
<td>2/18/2019</td>
<td>Campaign Management</td>
<td>$750.00</td>
</tr>
<tr>
<td>Stripe</td>
<td>510 Townsend St, San Francisco, CA 94103</td>
<td>2/25/2019</td>
<td>Donation processing fees</td>
<td>$149.91</td>
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## Contributions Returned

**Total Contributions Returned:** $-

<table>
<thead>
<tr>
<th>Person or Entity Whose Contribution Was Returned</th>
<th>Address (including City/State/Zip)</th>
<th>Date Contribution Was Originally Accepted</th>
<th>Date Returned</th>
<th>Reason for Return</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
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</table>

Attachment: Public Comment Received April 16 through May 13, 2020 (9107 : SR 138 Hughes Stadium Rezoning)
Non-Itemized Contributions
(Monetary Contributions of $19.99 or less)

Total Non-Itemized Contributions: $-

<table>
<thead>
<tr>
<th>Source of Contribution</th>
<th>Description of Circumstances Surrounding Contribution</th>
<th>Date Contribution Received</th>
<th>Amount of Contribution</th>
</tr>
</thead>
<tbody>
<tr>
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Rev: Nov 2000
Non-Itemized Contributions in Kind
(Non-monetary Contributions with Value of $19.99 or less)

Total Non-Itemized Contributions in Kind: $  

<table>
<thead>
<tr>
<th>Source of Contribution</th>
<th>Description of Circumstances Surrounding Contribution</th>
<th>Date Contribution Received</th>
<th>Fair Market Value of Contribution</th>
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<tbody>
<tr>
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Rev: Nov 2000
i am also not lodgeing my complaint agains councilwoman Gorgol as an officical complaint ,,again just a matter of public record on the hughes rezoning matter

again thank you for you time on this matter

On Friday, May 8, 2020, 01:16:08 PM MDT, Delynn Coldiron <decoldiron@fcgov.com> wrote:

Hi Mr. Knebgl –

We are in receipt of your email where you state you would like to lodge an official complaint against Councilmember Summers (shown below). However, in a separate email to City Manager Atteberry you state that you are not looking to file a complaint.

Can you please clarify for us what you are seeking at this time?

Thank you,

Delynn Coldiron, CMC
City Clerk
City of Fort Collins
970-416-2995
decoldiron@fcgov.com

Tell us about our service, we want to know!

From: Jake Knebgl <crazyjay2012@yahoo.com>
Sent: Thursday, May 7, 2020 10:13 AM
To: City Leaders <CityLeaders@fcgov.com>
Subject: [EXTERNAL] councilmember conduct

councilmembers. Again i am resident of district 6 80521..i am writing in regurads to
the response I received to my email about Councilman Ken Summers' comments during the May 5th council meeting pertaining to the Hughes rezoning and the residents of district 6 who have voiced our concerns on this issue. Councilman Summers' response to our raising this complaint on his comments is par for the course for him...its follows the same trend as his comments in previous council meetings...instead of conducting himself in a manner befitting a city council member, Mr. Summers attacks, insults, and degrades the citizens...He promotes the view that how dare the citizens of Fort Collins question him or the council on matters that affect our district or quality of life...City council members are required under the city council code of conduct to conduct themselves in a dignified and respectful manner whenever you are engaged with the citizens you represent...regardless of your personal feelings on the issue being brought up by the citizens and your oath of office requires you to quote "serve and represent the citizens of the city of Fort Collins...at this time I would like to lodge and file an official and formal complaint against Councilman Ken Summers for violation of his oath of office to serve and represent and violation of the city of Fort Collins code of conduct for his comments during the May 5th city council meeting...As citizens we have a civic duty to hold our elected officials to account for their actions and statements...Again the residents of district 6 do not view this issue as a game as Councilman Summers accused us of during the May 5th meeting and again we find Mr. Summers' comment deeply insulting and an attack on our rights as citizens.

Thank you.
would you also please add to my comments that how on earth can the city council say there has been robust public involvement when neither the council or CSU has made any attempt to speak to the residents of district 6 as a group...how holding these votes at 11 pm on a Tuesday night in a remote setting constitutes "robust public participation"...may of the folks in district 6 have work the next morning and can not stay up till that late hour...the simple fact is this...CSU wants its extra $16,000 per unit over 625 units...that's what this rezoning is about, had mayor troxell or councilwoman stephens worked for walmart or burger king their employment would have represented an ethics violation...their paychecks say CSU...The council has a choice on the 16th...show the residents of district 6 that they represent us that we are members of this community and not just numbers. that our voices matter to our city council...or show the residents of district 6 that CSU matters more then us and our neighborhoods that CSU's greed is more important then the quality of life and the welfare of the thousands of us who call district 6 home and we mean nothing to the city council..

To councilwoman Gorgol We ask that you stand up for the district you represent for the thousands of your constituents who voted for you and supported your campaign to hear our voices and do what you pledged to do during your campaign for city council to represent us in district 6 and vote no on the huge rezoning. show us that our votes for you were not misplaced that our trust was not misplaced. that our district and the quality of our neighborhoods matters more to you then any amount of pressure from CSU or its employees...We are your constituents councilwoman and we are watching hoping you will do the right thing on the 19th.

thank you
On Monday, May 11, 2020, 04:10:56 PM MDT, Delynn Coldiron <decoldiron@fcgov.com> wrote:

Hi Mr. Knebgl –

Thank you for getting back to us and letting us know that you are not interested in lodging any complaints at this time.

We appreciate that you took the time to send in your concerns. We are committed to ensuring robust public participation on all items that come before Council and in providing open, transparent communications. Your emails will be included as part of the upcoming Hughes Stadium package of information that goes to Council.

Please let us know if you have any questions.

Thanks,

Delynn
"Tell us about our service, we want to know!"

From: Jake Knebgl <crazyjay2012@yahoo.com>
Sent: Sunday, May 10, 2020 7:04 PM
To: Delynn Coldiron <DECOLDIRON@fcgov.com>
Subject: [EXTERNAL] Re: councilmember conduct

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district or quality of life... City council members are required under the city council code
of conduct to conduct themselves in a dignified and respectful manner whenever you
are engaged with the citizens you represent regardless of your personal feelings on
the issue being brought up by the citizens and your oath of office requires you to
quote "serve and represent the citizens of the city of Fort Collins... at this time I would
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their actions and statements... Again the residents of district 6 do not view this issue
as a game as Councilman summers accused us of during the May 5th meeting and
again we find Mr summers comment deeply insulting and an attack on our rights as
citizens

thank you
Dear Council this is a travesty to go ahead and plan on having this second reading while there are such limitations on active participation. This proposed housing development will only further decimate the quality of life in this city. I believe it is unconscionable to continue this process while active participation is limited and it certainly betrays any notion that public opinion matters to this council. This is truly a betrayal given two council rely on CSU paychecks and have not recused themselves. It should be significantly evident that more crowding is detrimental and does nothing to add affordable housing to this region that is so desperately needed.

George 80521
CSU, Ft. Collins City Council and the Old Hughes Stadium Site:

Talk about Shenanigans and “Antics”!

CSU is suffering financially – mostly because of the unwise decisions they – along with the Ft. Collins City Council - have made within the last decade – or more. As a CSU Alum, I used to get requests for money from the CSU Alumni Association approximately once a year … now I get requests for money from them almost every two weeks. It’s ridiculous AND pathetic.

CSU has got to start making WISE financial decisions starting NOW … not continuing to put band aid after band aid on years of crappy decisions, starting with the decision to prop up "debt" on the new Canvas Stadium with a proposed outdated, obsolete, high density, unsustainable AND un-needed “housing plan” on the old Hughes Stadium site. This is a “deal”/proposal that Lennar Homes and other crooks will benefit from while the residents and tax-payers of Ft. Collins and the State of Colorado surely will NOT.

All the “capital improvements” that CSU has been making the last few years also don’t help matters at all, either:

- **Canvas Stadium** - which was supposed to be built without any debt load. Well, of course, this “capital improvement” did, indeed, incur debt in its construction and is incurring even more debt in the fact that it cannot be used to generate any income while social distancing is in place, and there is a loss of revenue from any large events. At the same time, maintenance cost of keeping the stadium keep mounting
like heating, lights, etc.

- **CSU “Leed Certified” Campus Buildings** - These buildings are being newly constructed on campus while teachers/professor’s wages are going down & teacher’s responsibilities are going up. All the while, tuition keeps getting higher and even fewer students can even afford basic education.

And, let’s face it, there are going to be more and more **ON-LINE classes**, that don’t require brick and mortar structures at all! All this unnecessary new construction will represent nothing more than even more wasted “capital improvements costs” for buildings that have to be maintained while students are not using them anyway, and will likely not use them in the future, either.

- **CSU Stock Show Complex in Denver** - Yeah, right, let’s keep pretending that the Wild West is alive when we killed off millions of Native Americans and Buffalos and introduced domestic cattle to a range and ecosystem that these animals were not suited for. Then let’s kill off any animal on the range that represents “competition” to the introduced cattle, like wolves, horses, antelope, rabbits, etc. Then let’s implement factory-farming techniques to the land so that we can fit more and more animals – including cattle - into small feedlots – like the one in Greeley and Ft. Morgan, and then, let’s teach people like the JBS Corporate family (owned and profiteered by Brazilians –not Colorado owners) how to implement **SLAUGHTERHOUSES like the ones modeled on the CSU campus** - for Greeley and Ft. Morgan - that are breeding grounds for killer viruses, much the same as the wet markets in China are breeding grounds for viruses, then let’s...

Let’s face it, CSU has got to get AHEAD of the curve, not behind the curve in teaching sustainable agricultural practices, not simply propping up 19th and 20th century exploitive agricultural **AND** community practices that are going to destroy our whole civilization – as well as bankrupt CSU **AND** Ft. Collins!

Get with the “freakin’ Program”. Stop supporting and subsidizing every opportunistic, exploitive and obsolete idea that Tony Frank and his group of “associates” keep proposing!

As the Corona Virus outbreak continues, it is time to realize a change in the fundamental structure of our food system — including banning factory farms — to decrease the likelihood of the next pandemic, and keep our food supply safe and sustainable. Last year, Senator Cory Booker introduced the **Farm System Reform Act (S. 3221)** to transition our food system to a healthy, sustainable, equitable model. And this month, Representative Ro Khanna introduced a House version of the bill (HR 6718).

At the same time, the City of Ft. Collins needs to be come progressive in its approach to sustainable communities. Tacking solar panels to a bunch of 1970’s-style homes and community design – a la Lennar Homes – simply doesn’t cut it! Norris Design is headed by a person who graduated from Kansas State University and whose company “Norris Design” is involved with almost all the Metro District “communities” being approved within the last few years. You want to know how “GREAT” Metro Districts are? Just read a few articles by David Migoya in the Denver Post.
Why couldn’t John Norris and his gang remain in Kansas and make a mess out of that state instead of making a generic mess out of our state of Colorado? We need to find local talent that appreciates and reveres the nature and uniqueness of our state to develop a new form of regional housing and community design. Let’s help teach and implement ideas from CSU and its students that will help improve our world … not continue to destroy it.

THIS is the future … not more slaughterhouses, not more unsustainable housing options, not more dealing with crooks with money who can give CSU a 3-month monetary fix. AT THE MOST!

CSU- and the City of Ft. Collins -need to be in the forefront of this movement … not lagging behind and propping up old bad, and financially unsound decisions with another bad idea like this state-owned land give away!

CSU and the City of Ft. Collins need to get ahead of the curve and realize truly sustainable uses for the old Hughes Stadium site. This is instead of a short term fix of $10 million to Lennar with the unrealistic expectation that a demand for more “housing” will justify the back-end deals on this financially and environmentally unsound proposal of selling the Hughes Stadium Property to Lennar Homes!

CSU and the City of Ft. Collins have got to become more than “CORPORATE PAWNS” for the likes of the JBS slaughterhouses and for Lennar’s unsustainable and obsolete communities.

VOTE THIS DAMN THING DOWN, ONCE AND FOR ALL!

Sincerely,
Karen Kalavity
Hello Council,
Through social media outlets it has been brought to my attention that you, the Council, are intending to gather on May 19 to vote on the future of Hughes stadium area and in person. I urge you to reconsider this timing in light of COVID, it is irresponsible to have an in person meeting to decide this important matter at this time. Tuning in remotely is not a viable answer to allow participation, this matter needs to be put on hold until it can be conducted safely in person. Making a decision that will alter the west side of Fort Collins forever, needs to be done with caution and citizen involvement.

--
Alex Hagman
Owner of Hagman Homes Sales
970.618.1167 (Talk/Text)
Home Smart Realty
Good morning,

I don't feel like it's a good idea to go to the city council meeting in person due to covid-19, so I wanted to express my thoughts via e-mail.

I am a Fort Collins resident that is firmly against the new housing proposed for the old Hughes Stadium Site. I believe it should be preserved as a natural space.

Thank you,
--
Nicole Harhart
(484) 358-9144
City Plan – Neighborhood Types

Rural Neighborhoods  Suburban Neighborhoods  Mixed-Neighborhoods
Scenario 1 (Recommended)

Key Characteristics:

- RF zoning on western half and LMN zoning on eastern half maintains lower intensity closest to foothills/natural area.
- Require a clustered development in the RF zone district to preserve open space.
- The LMN zoning on the eastern half supports a mix of housing types and could include neighborhood commercial services.

Zone District Legend:
- Medium Density Mixed Use Neighborhood (MMN)
- Low Density Mixed Use Neighborhood (LMN)
- Low Density Residential (RL)
- Urban Estate (UE)
- Residential Foothills (RF)
- Neighborhood Commercial (NC)
- Public Open Lands (POL)
Low Density Mixed-Use District

**Purpose:** a setting for a predominance of low-density housing combined with complementary and supporting land uses.

- Density range 4-9 units per acre, with up to 12 units per acre if qualified as affordable housing.
- Mix of at least 4 housing types.
- Includes a neighborhood center 5 acres or less in size.
Residential Foothills District

Purpose: The Residential Foothills District designation is for low density residential areas located near the foothills.

- Minimum lot area - 2.29 acres.

- Property in the Foothills Residential District may be developed in clusters.

- Minimum lot sizes may be waived; gross density is a maximum of one (1) unit per gross acre.

- A cluster development shall set aside at least fifty (50) percent of the total land area of the proposed development as private or public open space that is permanently preserved as open space through dedication.

- Specific standards to address sensitivity of the Foothills District.
Event summary

• Meeting held from 5:00 PM to 8:00 PM August 8, 2019
• Drake Centre, Fort Collins
• Approximately 265 attendees
• Approximately 30 staff members from various departments
• Over 500 data points collected at the meeting through various collection methods
Scenario 1 – Attendee Feedback

Total points made: 147

- Of the 5 Scenarios presented at the neighborhood meeting, support for Scenario 1 was most prominent among attendees.
- Many comments related to Scenario 1 voiced a desire for as much open space as possible within the zone district configuration presented in Scenario 1.
Overall, attendees expressed a preference for as much open space as possible on the site to achieve the following:

- Protect the Maxwell Natural Area to the west
- Create a buffer for wildlife in the area
- Protect views of the foothills for surrounding neighborhoods
- Keep the traffic impact low

A slight preference for “clustering” on the western edge of the site was indicated.
Staff and Planning & Zoning Board Recommendations
1. The amendment is consistent with the City Comprehensive Plan (City Plan);

2. The amendment is compatible with existing and proposed uses surrounding the subject land, and provide appropriate zone districts for the land;

3. The amendment would not result in significant adverse impacts on the natural environment, including, but not limited to, water, air, noise, stormwater, management, wildlife, vegetation, wetlands and natural functioning of the environment; and

4. The amendment would result in a logical and orderly development pattern.
Site History
Stadium Construction
Site Development
Plan for Progress - 1967
Open Space Plan - 1974

Geologic Constraints

Overall Open Space Plan Map

Attachment: Powerpoint Presentation (9107 : SR 138 Hughes Stadium Rezoning)
2011 City Plan – GMA Expansion of Hughes Site

Site Identified for GMA boundary expansion
Structure Plan

- Provides vision for how the community will change over time
- Utilizes ‘place types’
- Intent is to describe a place and character, not just a zone district
- Place types do not change existing zoning designations, or what can/cannot be done in zone districts
- Place types provide guidance based upon characteristics:
  - Land Uses
  - Transportation options
  - Access to amenities (neighborhood centers)
  - Desired form (intensity, height, urban vs suburban vs rural character)
  - Other conditions (utilities, sensitive natural features, etc.)
Edges form the boundaries of our community, both inside and outside the GMA. These edges include open lands and natural areas, foothills, agriculture/rural lands and rural neighborhoods.
Community Profile

Key Trends:
- Steady population growth
- An aging population
- Increasing diversity
- Fewer households with children

Health & Equity Index

Factors:
- Ages: under 18, over 65
- Poverty
- Non-white population
- Disability status
- Vehicle availability
- Obesity
- Mental health
- Leisure time activity

More vulnerable
Less vulnerable
Key Trends:
- Vacant lands in GMA diminishing
- Development activity transitioning to more apartments
- Vacant lands shifting outside City utility service areas

Vacant Lands in the GMA
2008: 9,760 acres
2019: 7,100 acres
27% decrease
Where Will We Focus Our Efforts?

**Legend**
- Downtown Activity Center
- Community Activity Center
- Neighborhood Activity Center
- Bus Rapid Transit (BRT)
- High Frequency Service (15-min. or better all day)
- Frequent Peak Service (15-min. or better peak/30-min. off-peak)
- Local service (30-min. service all day)
- Remaining Greenfield Opportunity Areas
- Infill/Redevelopment Opportunity Areas
- Parks and Natural/Protected Lands
- Flood-Hazard Areas
**Place Types – Suburban Neighborhoods**

**Principal Land Use**
Single-family detached homes

**Supporting Land Use**
Parks and recreational facilities, schools, places of worship, ADUs in some locations (where permitted by underlying zoning)

**Density**
Between two and five principal dwelling units per acre

**Key Characteristics/Considerations**
- Comprised of predominantly single-family detached homes.
- Neighborhood Centers may serve as focal points within Single-family Neighborhoods (see Neighborhood Mixed-Use District).
- Amenities and infrastructure encourage walking and biking, but transit service is typically more limited.

**Typical Types of Transit**
Limited local bus service with frequencies of approximately every 60 minutes; some locations may also be served by flex services.
Mixed

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

Density
Between five and 20 principal dwelling units per acre (typically equates to an average of seven to 12 dwelling units per acre)

Key Characteristics/Considerations
(New Neighborhoods)

» Provide opportunities for a variety of attached and detached housing options and amenities in a compact neighborhood setting; some neighborhoods also include (or have direct access to) small-scale retail and other supporting services.

» Neighborhood Centers should serve as focal points within Mixed-Neighborhoods (see Neighborhood Mixed-Use District).

» Typically located within walking/biking distance of services and amenities, as well as high-frequency transit.

» Mixed-Neighborhoods built in a greenfield context should include a mix of housing options (lot size, type, price range, etc.).

Typical Types of Transit
In areas on the lower end of the density range, service will be similar to Suburban Neighborhoods; as densities approach 20 dwelling units per acre, fixed-route service at frequencies of between 30 and 60 minutes becomes viable.
Clustered Development

- Several Fort Collins zone districts, such as Residential Foothills (RF), allow clustered development
- Clustered developments incentivize higher density in exchange for preserving private/public open space
- Examples of clustered vs. non-clustered development patterns are illustrated below:

Clustered Development

Key Characteristics:
- Smaller lots; intensity focused on a portion of the site
- Private or public open space on at least 50% of the site
- Higher density incentivizes open space

Non-Clustered Development

Key Characteristics:
- Very large lots and low intensity
- No open space requirement
- Lower density than a clustered development
Zone District Boundary Options

- Longitudinally
- MMN/County FA-1 boundary
- Elevation line
Contextual Density

- **228 acres**
  - 604 dwellings
  - 2.6 du/acre
  - 89.5 acres open space

- **164 acres**
  - 164 units (RF)
  - 1 du/acre (RF)
  - 82 acres open space
  - 550 units (RF & LMN)
  - 3.4 du/acre (RF & LMN)
  - 60 acres open space

- **180 acres**
  - 638 dwellings
  - 3.5 du/acre
  - 32.5 acres open space

- **166 acres**
  - 958 dwellings
  - 5.8 du/acre
  - 24 acres open space

- **162 acres**
  - 689 dwellings
  - 4.3 du/acre
  - 17.3 acres open space
Scenario 1 (Recommended)

Key Characteristics:

- RF zoning on western half and LMN zoning on eastern half maintains lower intensity closest to foothills/natural area.
- Require a clustered development in the RF zone district to preserve open space.
- The LMN zoning on the eastern half supports a mix of housing types and could include neighborhood commercial services.

Zone District Legend

- Medium Density Mixed Use Neighborhood (MMN)
- Low Density Mixed Use Neighborhood (LMN)
- Low Density Residential (RL)
- Urban Estate (UE)
- Residential Foothills (RF)
- Neighborhood Commercial (NC)
- Public Open Lands (POL)
Scenario 2

Key Characteristics:

- RF zoning on western half and MMN zoning on eastern half maintains lower intensity closest to foothills/natural area.
- Require a clustered development in the RF zone district to preserve open space.
- The MMN zone on the eastern half of site supports multiple housing types at higher intensities than the LMN zoning in scenario 1.
- MMN zone also supports the potential for neighborhood commercial uses.

Zone District Legend

- Medium Density Mixed Use Neighborhood (MMN)
- Low Density Mixed Use Neighborhood (LMN)
- Low Density Residential (RL)
- Urban Estate (UE)
- Residential Foothills (RF)
- Neighborhood Commercial (NC)
- Public Open Lands (POL)
Scenario 3

Key Characteristics:

- UE zoning on western half and MMN zoning on eastern half maintains lower intensity closest to foothills/natural area.
- Require a clustered development in the UE zone district to preserve open space adjacent to foothills/natural areas.
- UE permits slightly higher density than RF and allows for several additional housing types, such as duplexes or townhomes.

Zone District Legend

- Urban Estate (UE)
- Residential Foothills (RF)
- Neighborhood (NC)
- Commercial (NC)
- Low Density Residential (RL)
- Medium Density Mixed Use Neighborhood (MMN)
- Low Density Mixed Use Neighborhood (LMN)
- Unincorporated Larimer County
- Dick Reservoir
- Horseooth Reservoir
Scenario 4

Key Characteristics:

- UE zoning on western half and LMN zoning on eastern half maintains lower intensity closest to foothills/natural area.
- Require a clustered development in the UE zone district to preserve open space.
- UE permits slightly higher density than RF and allows for several additional housing types, such as duplexes or townhomes.
- The LMN zoning on the eastern half supports a mix of housing types and could include neighborhood commercial services.

Zone District Legend

- Urban Estate (UE)
- Residential Foothills (RF)
- Neighborhood Commercial (NC)
- Public Open Lands (POL)
- Medium Density Mixed Use Neighborhood (MMN)
- Low Density Mixed Use Neighborhood (LMN)
- Low Density Residential (RL)
Scenario 5

Key Characteristics:

- UE zoning on the western half and a mix of LMN and MMN zoning on eastern half transitions to lower intensity near the foothills/natural area.
- Require a clustered development in the UE zone district to preserve open space.
- UE permits slightly higher density than RF and allows for several additional housing types, such as duplexes or townhomes.
- The LMN & MMN zoning on the eastern half supports a mix of housing types and could include neighborhood commercial uses.

Zone District Legend

- Urban Estate (UE)
- Residential Foothills (RF)
- Neighborhood Commercial (NC)
- Public Open Lands (POL)
Key Characteristic:
- Require a clustered development in the RF zone district to preserve open space.
Primary City Plan Policies to Consider in Balance

Principle ENV 1: Conserve, create and enhance ecosystems and natural spaces within Fort Collins, the GMA and the region.

POLICY ENV 1.1 - PUBLICLY CONTROLLED OPEN LANDS
Maintain a system of publicly controlled natural areas to maintain the integrity of wildlife habitat and conservation sites, protect corridors between natural areas, conserve outstanding examples of Fort Collins’ diverse natural heritage, and provide a broad range of opportunities for educational, interpretive and recreational programs to meet community needs.

POLICY ENV 1.2 - LAND CONSERVATION AND STEWARDSHIP
Continue to acquire, manage, maintain and enhance public open lands and natural areas in accordance with the City’s Natural Areas Master Plan to ensure the protection of plants and animals in need of conservation and their associated ecosystems; support biodiversity; control the invasion and spread of non-native plants; improve aesthetics; and provide opportunities for appropriate public use.
POLICY ENV 1.3 - NATURE IN THE CITY
Conserve, protect and enhance natural resources and high-value biological resources throughout the GMA by:
• Directing development away from natural features to the maximum extent feasible;
• Identifying opportunities to integrate or reintroduce natural systems as part of the built environment to improve habitat in urbanized areas and expand residents’ access to nature;
• Utilizing green infrastructure to manage stormwater and increase greenspace in public rights-of-way and as part of public and private development; and
• Supporting the use of a broad range of native landscaping that enhances plant and animal diversity.

POLICY ENV 1.6 - WILDLIFE CORRIDORS
Conserve and enhance wildlife movement corridors through a network of public open lands and natural habitat buffers along natural features such as streams and drainageways.
Policy LIV 1.6 - ADEQUATE PUBLIC FACILITIES

Utilize the provision of public facilities and services to direct development to desired location, in accordance with the following criteria:

• Direct development to locations where it can be adequately served by critical public facilities and services such as water, sewer, police, transportation, schools, fire, stormwater management and parks, in accordance with adopted levels of service for public facilities and services.
Primary City Plan Policies to Consider in Balance

Policy LIV 5.1 - HOUSING OPTIONS
To enhance community health and livability, encourage a variety of housing types and densities, including mixed-used developments that are well served by public transportation and close to employment centers, shopping, services and amenities.

Policy LIV 5.2 - SUPPLY OF ATTAINABLE HOUSING
Encourage public and private sectors to maintain and develop a diverse range of housing options, including housing that is attainable (30% or less of monthly income) to residents earning the median income. Options could include ADUs, duplexes, townhomes, mobile homes, manufactured housing and other “missing middle” housing types.

Policy LIV 5.3 - LAND FOR RESIDENTIAL DEVELOPMENT
Use density requirements to maximize the use of land for residential development to positively influence housing supply and expand housing choice.
Scenario 2, Total points made: 38

- Of those, about half expressed concern of too much density
- Other concerns or comments related to lack of existing resources, lack of school capacity, environmental sustainability of the homes and a preference for lower density option
Scenario 3, Total points made: 17

- Of those, several concerns related to the scenario being “too dense”
- Several preferences for Scenario 1
- Several comments related to a preference for open space
Scenario 4, Total points made: 27

- Of those, about half expressed a desire for public open space
- Several comments expressed a desire for affordable housing
Scenario 5, Total points made: 15

- About half of the comments expressed concern that the scenario recommends too much density
- Several comments expressed a desire for public open space
168 Total points made

In order to understand the preferred site zoning after presenting the scenarios, staff presented a half sheet empty site outline to allow attendees to draw in their preferred site zoning:

- Many drawings indicated a desire for “Public Open Lands” or POL across the entire site.
- Many other drawings indicated a preference for some development on the site with a protective naturalistic or open space buffer along the western edge of the site.

What would you like to see on the site?
Use the site outline to draw your preferred site configuration.
Things you might choose to consider on the site:
- Where housing should be built (such as single-family, townhomes, multifamily, mixed-use)
- Location of neighborhood services and amenities
- Open space features (such as trails, community parks, pocket parks, open space, etc.)
Priority Site Characteristics

- I want better pedestrian and bicycle infrastructure: 5%
- I want more frequent public transit: 5%
- I want to see a mix of housing types and price options available: 9%
- I want better pedestrian and bicycle infrastructure: 5%
- I want to be able to walk or bike to nearby shopping and amenities: 3%
- I want to preserve the views of the foothills: 24%
- I want increased access to nearby natural areas: 18%
- I want a landscaped buffer towards the foothills: 12%
- I want a landscaped buffer towards the foothills: 12%
- Other: 12%

18.6
Packet Pg. 635
Urban Services Available

- Fronting on an arterial street (Overland Trail)

If a development plan submitted, must meet all Transportation Level of Service Standards

- Utilities - Water, Sanitary Sewer, Stormwater & Electric

- School Capacity

- Fire/EMS/Emergency Access
Emergency Access Points

Hughes = 6
Westgate = 3
Burns Ranch = 1
Ponds @ Overland/Bella Vira = 3
Parcels would allow for more gathering spaces.

LMN adds greater housing diversity.

Environmental

Social

Economic

Less waste generated/more open land.

Staff

Planning & Zoning Board
ORDINANCE NO. 138, 2019
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING THE ZONING MAP OF THE CITY OF FORT COLLINS BY CHANGING
THE ZONING CLASSIFICATION FOR THAT CERTAIN PROPERTY KNOWN
AS THE HUGHES STADIUM REZONING AND APPROVING CORRESPONDING
CHANGES TO THE RESIDENTIAL NEIGHBORHOOD SIGN DISTRICT MAP

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

WHEREAS, Division 2.9 of the Land Use Code establishes procedures and criteria for reviewing the rezoning of land; and

WHEREAS, on October 16, 2018, City Council approved Ordinance No. 123, 2018, annexing the Hughes Stadium Annexation property (the “Property”) consisting of approximately 164.56 acres into the City; and

WHEREAS, on October 16, 2018, City Council approved Ordinance No. 124, 2018, to place the Property into the Transition (T) zone district upon annexation; and

WHEREAS, on July 16, 2019, City Council adopted Resolution 2019-084 to initiate the rezoning of the Property and directed City staff to prepare a rezoning application on behalf of the City and make a recommendation to the Planning and Zoning Board and City Council regarding the appropriate zoning for the Property, all in accordance with Land Use Code Section 2.9.4; and

WHEREAS, City staff submitted an application for rezoning requesting that the Property be rezoned as “Low Density Mixed-Use Neighborhood (LMN) on the east half of the property and Residential Foothills (RF) on the west half of the property, with a condition that residential units be clustered and 50% of the area be retained in an 'open’ condition” (the “Proposed Rezoning”); and

WHEREAS, on September 19, 2019, the Planning and Zoning Board on a 4-2 vote recommended that City Council not adopt the Proposed Rezoning and instead that Council rezone the Property entirely as Residential Foothills (R-F); and

WHEREAS, City staff is recommending that City Council implement the recommended condition by requiring that residential development on the Residential Foothills zone district portion of the Property meet the requirements for Site Design for Residential Cluster Development set forth in Land Use Code Section 4.3(E)(2); and

WHEREAS, after publishing public notice on Sunday, October 13, 2019, City Council held a public hearing on November 5, 2019, to consider the rezoning as set forth herein and at that hearing City staff and members of the public provided information and testimony.
NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS:

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

Section 2. That City Council, after considering at the November 5, 2019, hearing the Planning and Zoning Board recommendation, the testimony of the public and City staff, and the information provided for the hearing, hereby finds that the Proposed Rezoning is:

(1) Consistent with the City's Comprehensive Plan;

(2) Is compatible with existing and proposed uses surrounding the Property and is the appropriate zoning for the Property;

(3) The proposed zoning would not result in significantly adverse impacts on the natural environment;

(4) Would result in a logical and orderly development pattern.

Section 3. That City Council hereby rezones the western half of the Property as Residential Foothills (R-F) zone district and the eastern half of the Property as Low Density Mixed-Use Neighborhood (LMN) as follows:

A north to south dividing line ("Dividing Line") shall be established on the Property with such line running parallel to and 1368.63 feet west of, as measured perpendicularly, the eastern line of the southeast quarter of Section 20, Township 7 North, Range 69 West of the Sixth Principal Meridian, City of Fort Collins, County of Larimer, State of Colorado. The portion of the Property located west of the dividing line shall be designated as Residential Foothills Zone District and the portion of the Property located east of the dividing line shall be designated as Low Density Mixed-Use Neighborhood District (L-M-N).

Section 4. That Council imposes the following condition of approval upon this rezoning pursuant to Land Use Code Section 2.9.4(I):

All residential development occurring on the portion of the Property zoned Residential Foothills (R-F) shall be residential cluster development in compliance with the version of Land Use Code Section 4.3(E)(2), *Site Design for Residential Cluster Development*, in effect on the effective date of this Ordinance and attached to this Ordinance as Exhibit "A". However, any Land Use Code section or defined term referenced within Land Use Code Section 4.3(E)(2) shall be to the version of such section or defined term in effect at the time such section or defined term is applied to any development application for any portion of the Property zoned Residential Foothills.
Section 5. That Council finds that the condition of approval imposed in above Section 4 is necessary to accomplish the purposes of the Land Use Code, specifically, Land Use Code Section 1.2.2(A), (C), (D), (I), and (N), and is consistent with City Plan.

Section 6. That Council finds that the rezoning and condition of approval adopted herein are in the best interests of the citizens of Fort Collins.

Section 7. That the Residential Neighborhood Sign District Map adopted pursuant to Section 3.8.7(E) of the Land Use Code be, and the same hereby is, changed and amended by showing that the above-described property is included in the Residential Neighborhood Sign District.

Section 8. The City Manager is hereby authorized and directed to amend said Zoning Map in accordance with this Ordinance.

Introduced, considered favorably on first reading, and ordered published this 5th day of November, A.D. 2019, and to be presented for final passage on the 19th day of May, A.D. 2020.

____________________________
Mayor

ATTEST:

____________________________
City Clerk

Passed and adopted on final reading on this 19th day of May, A.D. 2020.

____________________________
Mayor

ATTEST:

____________________________
City Clerk
EXHIBIT “A”

Land Use Code Section 4.3(E)(2):

**Site Design for Residential Cluster Development.** Property in the Foothills Residential District may be developed in clusters, subject to approval by the Planning and Zoning Board. In a cluster development, lot sizes may be reduced in order to cluster the dwellings together on a portion of the property, with the remainder of the property permanently preserved as public or private open space. The following standards shall apply to cluster developments in this District:

(a) Only the uses specifically permitted in subsection (B) above shall be allowed.

(b) Minimum lot sizes may be waived by the Planning and Zoning Board, provided that the overall density of the cluster development is not greater than one (1) unit per gross acre.

(c) A cluster development shall set aside at least fifty (50) percent of the total land area of the proposed development as private or public open space that is permanently preserved as open space through dedication of ownership, if acceptable to the City, or placement of an appropriate easement granted to the City or other nonprofit organization acceptable to the City, with such restrictive provisions and future interests as may be necessary to ensure the continuation of the open space use intended. As a condition of approval, the City may also require the property owners to maintain the dedicated open space to city standards through a maintenance agreement.

(d) Building envelopes shall be identified on the cluster development, and the minimum area of lot, minimum width of lot, minimum front yard, minimum rear yard, minimum side yard and maximum building height shall conform to the requirements established in the Residential Low Density District.

(e) The design of the cluster development shall be appropriate for the site, as demonstrated by meeting the following criteria:

1. preservation of significant natural resources, natural areas and features, native vegetation, open lands or agricultural property through maintenance of large, contiguous blocks of land and other techniques.

2. provision of additional amenities such as parks, trails, common areas or access to public recreational areas and open space.

3. minimizing the visual intrusion by dwellings and other structures and blocking of vistas to the foothills and prominent mountain vistas by avoiding building in the center of a meadow or open area.

4. protection of adjacent residential development through landscaping, screening, fencing, buffering or similar measures.
5. the layout of lots on the cluster development is designed to conform to terrain and is located so that grading and filling are kept to a minimum. Natural features such as drainage swales, rock outcroppings and slopes shall be preserved.

6. taking into account the unique micro-climate of the foothills so that building envelopes are selected and individual structures are built for protection from high winds and to function with maximum conservation of energy.

7. if farm animals are intended to be allowed within the area, indicating those portions of the area to be developed that will be reserved for the keeping of farm animals and the mitigation efforts used to buffer these areas from surrounding uses.
SUBJECT

Items Relating to the Appointment, Salary, Oath of Office and Employment Contract of the Chief Judge.

EXECUTIVE SUMMARY

A. Resolution 2020-049 Appointing Jill Hueser as Chief Judge, Approving the Chief Judge’s Employment Agreement and Direction Regarding Administration of Oath of Office for the Chief Judge.

B. First Reading of Ordinance No. 075, 2020, Amending Section 2-606 of the Code of the City of Fort Collins and Setting the Salary of the Chief Judge.

This item meets the following COVID-19 emergency priorities for being on the Council agenda:

• Priority 5 - Items that must move forward based on a Council directed timeline, i.e., completion of a pilot project or the end of a moratorium.
• Priority 6 - Items that relate to funding, operation and business activities that the City must continue despite of the current crisis.

The purpose of the Resolution is to appoint Jill Hueser as the new Chief Judge effective July 6, 2020, and to approve the employment agreement of the Chief Judge. Another purpose is to direct the City Clerk to administer the Chief Judge oath of office to Jill Hueser on July 6, 2020. The Ordinance sets the salary of the Chief Judge effective July 6, 2020.

BACKGROUND / DISCUSSION

The City began a recruitment and selection process for the Chief Judge position in January 2020 with the support of the executive recruitment firm of Baker Tilly Virchow Krause, LLP. Council appointed three Councilmembers to an ad hoc committee to, among other tasks, conduct interviews with the top candidates and narrow the field for interviews with full Council. Baker-Tilley presented possible top candidates’ resumes and credentials for consideration to the ad hoc committee. The ad hoc committee narrowed the field to three finalists after conducting interviews on April 20, 2020 and Council interviewed two finalists on April 22, 2020. On April 28, 2020, Council adopted Resolution 2020-039 authorizing Councilmembers Gorgol and Pignataro to discuss with staff and the named candidate, Jill Hueser, the terms and conditions of an employment agreement for the Chief Judge position, with such agreement to be presented for Council consideration on May 19, 2020.

Chief Judge Kathleen Lane’s retirement is effective July 5, 2020. Because the City will employ only one chief judge, Jill Hueser’s appointment as Chief Judge will be effective July 6, 2020. City Clerk Delynn Coldiron will administer the oath of office to Jill Hueser on July 6, 2020. Ms. Hueser will transfer to judicial services on June 1, 2020 and serve as a judicial executive through July 5, 2020.

This Resolution appoints Jill Hueser as the Chief Judge for the City effective July 6, 2020 and authorizes the Mayor to execute an employment contract with Ms. Hueser. Additionally, Ordinance No. 075, 2020 Amends Section 2-606 of the City Code to establish the initial base salary of the Chief Judge. Total compensation
Agenda Item 19

which includes health, life and disability insurance as well as retirement benefits is reflected in the attached 2020 Chief Judge Compensation Calculator (Attachment 1).

ATTACHMENTS

1. Chief Judge Compensation Calculator (PDF)
2. Powerpoint Presentation (PDF)
### Chief Judge

**Projected Annualized 2020**

<table>
<thead>
<tr>
<th>Monetary</th>
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<tr>
<td>Base Salary</td>
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<tr>
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<td>Dental Insurance</td>
<td>636</td>
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<td>Life Insurance</td>
<td>259</td>
</tr>
<tr>
<td>Long Term Disability</td>
<td>914</td>
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<tr>
<td>ICMA 457 (3% match)</td>
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<td>ICMA 401</td>
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<tbody>
<tr>
<td>Vacation</td>
<td>30 days</td>
</tr>
<tr>
<td>Holiday</td>
<td>9 days</td>
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Total Compensation: $198,481
Chief Judge Appointment and Total Compensation Offer
Teresa Roche, Chief Human Resources Officer
Jenny Lopez-Filkins, Senior Assistant City Attorney
Resolution 2020-049
Appointing Jill Hueser as Chief Judge, Approving the Chief Judge’s Employment Agreement and Direction regarding Administration of Oath of Office for the Chief Judge.

First Reading of Ordinance No. 075, 2020
Amending Section 2-606 of the Code of the City of Fort Collins and Setting the Salary of the Chief Judge.
Chief Judge Salary Offer

Ordinance No. 075, 2020

- First Reading May 19, 2020
- 2020 Annual Salary = $165,000
- Colorado Market Data November 2019*

**Chief Judge**

**Benchmark Cities Market Information**

November 14, 2019

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<tr>
<th>Salary Percentiles</th>
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* Salary data collected is in arrears and hiring range for 2020 of $160,000 to $170,000 was based on aging these salaries by 3%
Chief Judge

Projected Annualized 2020

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Total Compensation $198,481
RESOLUTION 2020-049
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPOINTING JILL HUESER AS CHIEF JUDGE,
APPROVING THE CHIEF JUDGE’S EMPLOYMENT AGREEMENT AND DIRECTING
THE CITY CLERK TO ADMINISTER THE OATH OF OFFICE

WHEREAS, pursuant to Article VII, Section 1 of the City Charter, the City Council is responsible for appointing the Chief Judge; and

WHEREAS, on April 28, 2020, the City Council passed Resolution No. 039, 2020 and appointed Councilmembers Julie Pignataro and Emily Gorgol to discuss with City staff the named finalist for the Chief Judge position the terms and conditions of an employment agreement with Jill Hueser; and

WHEREAS, Councilmembers Pignataro and Gorgol, with the assistance of City staff, have developed a proposal for terms and conditions of an employment agreement with Ms. Hueser, as set forth in the Employment Agreement, attached hereto as Exhibit “A” and incorporated herein by this reference; and

WHEREAS, Chief Judge Kathleen will remain in the Chief Judge position until the effective date of her retirement, July 5, 2020; and

WHEREAS, the City will employ only one Chief Judge; and

WHEREAS, Ms. Hueser is currently a City employee and the intent is for Ms. Hueser to remain employed until she is sworn in as Chief Judge on July 6, 2020; and

WHEREAS, Ms. Hueser will serve in the position Judicial Executive from June 1, 2020, through July 5, 2020, and will receive pay and benefits comparable to a chief judge so that she may smoothly transition to the Chief Judge position.

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

Section 1. That Jill Hueser is appointed Chief Judge effective July 6, 2020.

Section 2. That the Chief Judge’s Employment Agreement, attached hereto as Exhibit “A” and incorporated herein by this reference, is hereby approved by the City Council, and the Mayor is hereby authorized to execute the Chief Judge’s Employment Agreement in substantially the form shown on Exhibit “A”.

Section 3. That on July 6, 2020, the City Clerk is directed to administer the Chief Judge oath of office to Jill Heuser, the new Chief Judge.
Passed and adopted at a regular meeting of the Council of the City of Fort Collins this 19th day of May, A.D. 2020.

_________________________________
Mayor

ATTEST:

_________________________________
City Clerk
EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the “Agreement”), is made and entered into this ____ day of ____________, 2020, by and between the CITY OF FORT COLLINS, COLORADO, a municipal corporation, hereinafter referred to as the “City” and Jill Hueser, hereinafter referred to as the “Employee.”

WITNESSETH:

WHEREAS, pursuant to Article VII of the Fort Collins Municipal Charter Section 1, the City Council (hereafter “Council”) shall appoint a Chief Municipal Judge for a two year term to carry out duties related to the Municipal Court and to establish the compensation of the Chief Municipal Judge; and

WHEREAS, the City desires to employ the services of the Employee as Chief Municipal Judge of the Municipal Court of the City of Fort Collins as provided by the Charter of the City; and

WHEREAS, the Council desires to provide certain benefits, establish certain conditions of employment and set working conditions of employment for the Employee; and

WHEREAS, the Employee desires to accept employment as the Chief Municipal Judge upon the terms set forth herein during the two-year term of employment; and

WHEREAS, Council has determined Jill Hueser is licensed to practice law in the State of Colorado and is a reputable and qualified attorney; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

SECTION 1. DUTIES.

The City hereby agrees to employ Jill Hueser as the Chief Municipal Judge of the City, to perform the functions and duties specified in the Charter and ordinances of the City and to perform such other legally permissible and proper duties and functions as the Council may prescribe and subject to the Colorado Code of Judicial Conduct.

SECTION 2. TERM.

A. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from her position with the City, subject only to the provisions set forth in Section 3, Paragraph B of this Agreement.

B. The Employee agrees to remain in the exclusive employ of the City as Chief Municipal Judge from July 6, 2020 until July 5, 2022, and neither to seek or accept other employment nor to become employed by any other employer until after said termination date, unless the employment of the Employee is terminated earlier as herein provided. City Council may grant express permission
for non-legal (non-attorney and non-judicial) employment that will not interfere with the duties of the Chief Municipal Judge by motion or in a writing, including any conditions or limitations on such other employment.

C. From June 1, 2020 through July 5, 2020, the Employee will be a Judicial Executive and the terms and conditions of this Agreement will control during this period as Judicial Executive.

SECTION 3. SALARY.

A. The City agrees to pay the Employee for the services rendered and compensation therefor at an annual base salary of one-hundred-sixty-five-thousand ($165,000) dollars, payable in equal biweekly installments at the same time and in the same manner as other employees of the City are paid.

B. The Employee shall be reimbursed for City-related personal vehicle use, at the prevailing City rate.

C. The Employee shall be reimbursed for voice and data allowance at the agreed rate.

D. A salary review shall take place in November or December of each year, with any subsequent modification of the Employee’s salary to be approved by the City Council by ordinance and incorporated herein without the necessity of further modification of this Agreement by addendum.

SECTION 4. HOURS OF WORK.

A. The normal office hours of the Employee shall be 8:00 A.M. to 5:00 P.M., Monday through Friday. It is recognized, however, that the Employee must devote a considerable amount of time to the business of the City outside of those normal office hours. For that reason, the Employee shall be permitted to take compensatory time off as she shall deem appropriate during said normal office hours.

B. The Employee shall not maintain a private legal practice, nor shall the Employee provide legal representation to any party, nor provide any judicial services to any party other than the City without the express prior approval of the Council.

SECTION 5. TERMINATION.

A. The employee may be removed from office during the term of this Agreement only for cause, as described in Article VII of the City Charter and Section 13-10-105, C.R.S.

B. In the event the Employee voluntarily resigns from the position with the City before expiration of the aforesaid term of employment, then the Employee shall give the City at least sixty (60) days’ advance notice, unless the parties otherwise agree.
Upon such voluntary termination, the City shall pay the Employee for accrued salary through the date of termination, together with payment for accrued vacation.

C. Medical insurance shall be provided through the end of the month in which the termination occurs. The Employee may elect to continue coverage by paying the premium in effect at the time of termination under the same terms and conditions and according to the same provisions of law which are applicable to all employees of the City who, upon termination, elect to continue medical coverage at their own expense.

SECTION 6. VACATION AND SICK LEAVE.

A. The Employee shall be granted twenty-five days of annual vacation leave, commencing as of the first pay period in June 2020. In addition, five (5) days of vacation leave shall also be granted as of the first pay period in June 2020 and then every year as of the first full pay period of each year. The remaining balance of twenty-five (25) days of annual vacation shall accrue throughout the remainder of each such calendar year at the bi-weekly accrual rate of 7.69 hours. Notwithstanding any City policy to the contrary, vacation leave accrued and unused by the Employee shall be subject to the following terms and conditions:

(1) At any time during the term of this Agreement, but no more than twice annually, the Employee may elect to receive the cash equivalent of all or any portion of the accrued, unused vacation; provided, however that no more than one hundred twenty (120) hours of accrued, unused vacation leave may be converted to a cash payment in any given calendar year. The amount of said payment shall be based upon the Employee’s current rate of pay at the time of conversion.

(2) At the end of each calendar year, the balance of the Employee’s accrued, unused vacation leave remaining after any such cash conversion shall be carried over to subsequent years, up to a maximum accrual of 780 hours. Any balance in excess of 780 hours that exists as of the last day of the final pay period of the calendar year shall be forfeited by the Employee. For the purpose of this provision, the “final pay period of the calendar year” shall mean the last pay period that begins in such year.

(3) Upon the cessation of the Employee’s employment with the City, whether by termination, death, disability, resignation or otherwise, the Employee shall be compensated by cash payment for the total amount of the Employee’s accrued, unused vacation balance. The amount of said payment shall be based upon the Employee’s then current rate of pay. Any payment made to the Employee by the City under this provision shall be in addition to any amounts previously paid for accrued, unused vacation leave under subparagraph (2) above and any other amounts payable to the Employee under this Agreement.

B. The employee shall be credited for and be entitled to receive those sick leave benefits provided to all full-time unclassified City employees. The employee shall not be entitled to be paid for any earned but unused sick leave upon resignation or termination from employment under this Agreement.
SECTION 7. DISABILITY.

If the Employee is permanently disabled or is otherwise unable to perform the Chief Municipal Judge duties because of sickness, accident, injury or mental incapacity or health for a period of four (4) successive weeks beyond any accrued vacation, the City shall have the option to terminate this Agreement subject to Notice requirements. The Employee may be compensated as a disabled employee pursuant to the provisions of the City’s Long-Term Disability Insurance Plan subject to the terms and conditions of such plan.

SECTION 8. RETIREMENT BENEFITS.

A. The City agrees to execute all necessary agreements provided by the City’s retirement recordkeeper for the Employee’s participation in such recordkeeper’s 401(a) qualified retirement plan and, in addition to the base salary paid by the City to the Employee, the City agrees to pay on the Employee’s behalf an amount equal to ten percent (10%) of the Employee’s base salary into such qualified retirement plan, in equally proportioned amounts each pay period, and further agrees to roll over into another qualified retirement plan, or to transfer the Employee’s ownership in the plan to the Employee’s succeeding employer’s qualified plan, upon the Employee’s resignation or termination, to the extent that such a rollover or transfer is allowed by law and the terms of the City’s plan. In addition, the Employee is eligible to participate in the City’s 457 deferred compensation plan. If the Employee does so participate, the City will match the Employee’s contribution to the plan in an amount not to exceed three percent (3%) of the Employee’s salary in any one pay period. The total contribution to the City’s 457 deferred compensation plan is subject to the limits prescribed by the Internal Revenue Service.

B. In the event that the Employee wishes to make any additional contribution to the above-referenced 401(a) qualified retirement plan, in addition to the City’s contribution to said plan, and the Employee so notifies the Council in writing, the Council shall, within thirty (30) days of its receipt of such notice, execute all agreements, resolutions and/or other documents required by law or by the City’s retirement plan recordkeeper in order to accommodate such request. The amount of employee contribution to said plan authorized by the Council shall be the amount requested by the Employee or the maximum amount allowed by law, whichever is less.

SECTION 9. DISABILITY, HEALTH AND LIFE INSURANCE.

A. The City agrees to put into force and to make required premium payments for the Employee for insurance policies for life, accidental death and dismemberment, disability insurance benefits and major medical group insurance covering the Employee and any dependents. These benefits shall be the same as those for all City employees.

B. The Employee shall have the option of a once-per-calendar-year physical examination by a qualified physician of her choice. The cost of such examination, as well as any related medical testing, shall be paid by the City, up to a maximum amount of Eight Hundred Fifty Dollars ($850.00). The City’s obligations to pay for any additional diagnostic testing or the treatment of
any medical condition discovered during the course of such examinations shall be limited to the
benefits available under the then-current medical health plan of the City.

SECTION 10. DUES AND SUBSCRIPTIONS.

The City agrees to budget and to pay for the professional dues and subscriptions of the
Employee necessary for the continuation and full participation in national, regional, state and local
associations and organizations necessary and desirable for the Employee’s continued professional
participation, growth and advancement, and for the good of the City.

SECTION 11. PROFESSIONAL DEVELOPMENT.

A. The City hereby agrees to budget for and to pay the travel and subsistence expenses of
the Employee for professional and official travel, meetings and occasions adequate to continue the
professional development of the Employee and to adequately pursue necessary official and other
functions for the City, including but not limited to the annual Colorado Municipal League
conference, the semi-annual Colorado Municipal Judges Association conferences, the annual
American Judges Association conference and such other professional conferences and meetings as
may be agreed upon by the Employee and the City Council.

B. The City hereby agrees to budget for and to pay the travel and subsistence expenses
incurred by the Employee in attending meetings and conferences incidental to the performance of
the Employee’s duties and necessary for the continued professional development of the Employee.

SECTION 12. INDEMNIFICATION.

The City shall defend, save harmless and indemnify the Employee against any tort,
professional liability claim or demand or other legal action and any professional licensing or other
administrative hearing or action, whether groundless or otherwise, arising out of an alleged act or
omission occurring in the performance of the Employee’s duties as Chief Judge. The City may
compromise and settle any such claim or suit and pay the amount of any settlement or judgment
rendered thereon.

SECTION 13. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

A. The Council, in consultation with the Employee, shall fix any such other terms and
conditions of employment as it may determine from time to time, relating to the performance of the
Employee, provided that such terms and conditions are not inconsistent with or in conflict with the
provisions of this Agreement, the City Charter or any other law.

B. All provisions of the City Charter and Code, and regulations and rules of the City
relating to vacation and sick leave, retirement contributions, holidays and other fringe benefits
(including, without limitation, health and life insurance programs, social security, and disability
benefits, if any), working conditions as they now exist or hereafter may be amended and provisions
governing accrual and payment for vacation and floating holidays upon termination of employment,
also shall apply to the Employee as they would to department heads and service directors of the City, unless said benefits are specifically provided for herein.

C. Employee acknowledges and agrees to be bound by and adhere to those provisions of the City's current Personnel Policies and Procedures that pertain to conduct as currently set forth in Section 8 of the City's current Personnel Policies and Procedures and any other City Council approved policies that apply to appointed employees and as they may be amended, modified, supplemented, rescinded, or otherwise changed at any time at the discretion of the City.

D. Employee will work with the City Council on the first-year development plan, which will align performance expectations and relevant metrics, and such plan will be updated or amended each year for performance evaluation discussions.

SECTION 14. NOTICES.

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

City: Mayor
City of Fort Collins
P.O. Box 580
Fort Collins CO 80522

Employee: Jill Hueser
Chief Judge
P.O. Box 580
Fort Collins CO 80522

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 15. GENERAL PROVISIONS.

A. It is the intent of the parties that this Agreement and the appointment of the Employee as Chief Judge be, in all aspects, in accordance with the requirements and provisions of the City’s Charter relating to such position. If any provision of this Agreement is capable of two (2) constructions, only one (1) of which complies with the Charter, the construction that complies with the Charter shall control. If any provision of this Agreement conflicts with the Charter, the Charter shall control and the conflicting provision of this Agreement shall be of no effect. In the latter event, an invalid provision of this Agreement shall not affect the other provisions of this Agreement, it being the intent of the parties that the provisions of this Agreement shall be severable.

B. The text herein shall constitute the entire Agreement between the parties.
C. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.

D. This Agreement shall become effective commencing July 6, 2020.

SECTION 16. ANNUAL APPROPRIATION.

All financial obligations of the City under this Agreement shall be subject to the Council’s annual appropriation of the funds necessary to satisfy such obligations.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

CITY OF FORT COLLINS, COLORADO

By:

______________________________
Wade Troxell, Mayor

ATTEST:

______________________________
Delynn Coldiron, City Clerk

APPROVED AS TO FORM:

Deputy City Attorney

City of Loveland

______________________________
(insert name), Chief Judge
ORDINANCE NO. 075, 2020
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING SECTION 2-606 OF THE CODE OF THE CITY OF FORT COLLINS AND
SETTING THE SALARY OF THE CHIEF JUDGE

WHEREAS, pursuant to Article VII, Section 1 of the City Charter, the City Council is responsible for fixing the compensation of the Chief Judge; and

WHEREAS, the City is committed to compensating its employees in a manner which is fair, competitive and understandable; and

WHEREAS, the City’s pay philosophy is based on total compensation, which includes not only base salary but also deferred compensation payments, vacation and holiday leave, and amounts paid by the City for medical, dental, life and long-term disability insurance; and

WHEREAS, members of the City Council, with the assistance of City staff, and the presumed Chief Judge have discussed terms and conditions of the presumed Chief Judge’s employment, including the base salary to be paid to the presumed Chief Judge; and

WHEREAS, the City Council supports a compensation philosophy of paying employees a competitive salary and is setting the salary of the presumed Chief Judge based on established market data; and

WHEREAS, the City Council believes that the base salary of the Chief Judge should be established at the amount of $________ per annum.

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

Section 1. That Section 2-606 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 2-606. - Salary of the Chief Judge.

The base salary to be paid to the Chief Judge for working 0.75 FTE shall be one hundred twenty-one thousand, seven hundred sixty-two dollars ($121,762) per annum, payable in biweekly installments, which sum shall be charged to general government expense.

Section 2. That the effective date of the salary adjustment shall be July 6, 2020.
Introduced, considered favorably on first reading, and ordered published this 19th day of May, A.D. 2020, and to be presented for final passage on the 2nd day of June, A.D. 2020.

______________________________
Mayor

ATTEST:

______________________________
City Clerk

Passed and adopted on final reading on the 2nd day of June, A.D. 2020.

______________________________
Mayor

ATTEST:

______________________________
City Clerk
Agenda Item 20

AGENDA ITEM SUMMARY
May 19, 2020

STAFF

Josh Birks, Economic Health Director
Rachel Rogers, Senior Specialist Economic Sustainability
John Duval, Legal

SUBJECT

Resolution 2020-050 Approving a Development Agreement to Secure Public Benefits for Development of the Northfield Metropolitan District Development Agreement.

EXECUTIVE SUMMARY

This item meets the following COVID-19 emergency priorities for being on the Council agenda:

• Priority 4 - Items that are substantially complete, has completed significant public process, and is ready for Council consideration. This item is being brought forward to help ensure that work does not have to be redone and can continue to move forward.

This item is vital to secure necessary project financing and is also related to Council’s previous action of approving a metropolitan district service plan to be used in this project to help fund certain public benefits, i.e., much-needed affordable and attainable housing. The project will also provide additional economic benefits of construction employment and significant permit fee revenue to the City. These benefits are material, especially in the midst of the pending economic slowdown as a result of the COVID-19 pandemic.

The purpose of this item is to consider Resolution 2020-050, which will approve the Agreement to Secure Public Benefits for the Northfield Development (attached as Exhibit A to the Resolution) (Public Benefits Agreement). The Agreement is contemplated in the Consolidated Service Plan for Northfield Metropolitan Districts Nos. 1-3, approved by City Council on October 1, 2019. Staff has completed its review of the Public Benefits Agreement to ensure it conforms to the service plan that was approved by Council.

STAFF RECOMMENDATION

Staff recommends adoption of the Resolution.

BACKGROUND / DISCUSSION

Project Overview

Landmark Homes (“Landmark”) is proposing to construct approximately 442 homes on 56 acres, in total 139 units in brownstones, 180 units in flats style homes, 121 condo units and 2 studio rentals above the commercial space. The project, called Northfield, will include 65 deed restricted units affordable for low income households earning no more than 80% of Fort Collins Area Median Income (AMI), with those units offered as for-rent affordable units affordable, on average, for low income households earning no more than 60% of AMI. The remaining housing units in the project are expected to be priced in an attainable range, considered to be between 81% and 120% of AMI. In addition, there will be a mixed-use center that will offer light commercial use on the first floor, the two residential for-rent units on the second floor, and small amenities open to the public.
Landmark has committed to building healthy, efficient, and local homes. It achieves this goal by:

- **Healthy** - A Heat Recovery Ventilation (HRV) system will be installed in every market rate unit to improve air quality inside the homes. When homes get very tight due to efficient construction techniques, the air inside can get stagnant. The HRV system helps bring in fresh outside air and condition it to the inside temperature through an energy efficient recovery core.

- **Efficient** - All homes are constructed to meet Leadership in Energy and Environmental Design (LEED) Gold Certification.

- **Alternative Energy** - Landmark plans to include solar panels on every market rate unit. These buildings will feature a photovoltaic system that will produce approximately 1kW of power for each unit. Thus, a 12-unit building will have roughly 12kW of solar panels. In addition, Northfield development will also include a 240V outlet in every garage unit to provide a place for the electric vehicle fast-charging stations and further encourage residents to drive eco-friendly cars.

**Public Benefits**

The Service Plan anticipates using the Debt Mill Levy to support the issuance of bonds in the maximum amount of $16 million to fund all or a portion of the following $18.7 million in public improvements:

1. **Water and Energy Conservation**
   a. LEED Gold Certification - It shall be a condition to the City’s issuance of the certificate of occupancy for each dwelling unit built that the City is provided with a copy of the final application submitted and signed by the Green Rater for the LEED Gold certification for that unit (Certification). The Certification issued for that unit must also be provided to the City within 30 days of the issuance of the certificate of occupancy as a precondition to the City’s issuance of any new building permits for dwelling units to be built under the approved Final Development Plan (FDP).
   b. Heat Recovery Ventilator (HRV) Systems
   c. Solar Photovoltaic (PV) Homes - evidence of one of the following must be provided to the City by a Green Rater: (i) the installation of a rooftop solar photovoltaic system, or (ii) access to Distributed Energy Storage. If such evidence is not provided to the City, the City shall not be required to issue a certificate of occupancy for any new dwelling unit to be built under the approved FDP
   d. Home Energy Rating System (HERS) Rating Commitment of 35 to 49.
   e. Electric Vehicle (EV) charging stations in each garage - a 240V outlet shall be included in every garage

2. **Critical Public Infrastructure**
   a. Design and construction of Suniga Road as a four-lane major arterial in the dedicated Suniga Road right-of-way between the existing Redwood Road and the Lemay Avenue.
   b. Northfield plans to replace and upsize the sewer line from Vine Drive, around Alta Vista, and along a portion of Lemay Avenue. It is not clear at this early stage whether the developer or the district will contract for construction of the upsizing, but they will seek reimbursement from the City for the upsized portion.
   c. Northfield plans to finance and deliver the on-site Regional Trail as well as the off-site pedestrian connection for the northeastern portion up to the intersection at Lemay Avenue and Conifer Street.

3. **Affordable Housing**
   a. At least 65 units, approximately 15% of the total number of dwelling units approved within the FDP shall be either for-sale or for-rent affordable housing units (“Required Affordable Units”) affordable for households earning eighty percent (80%) or less of the area median income for a family of four for the Fort Collins/Loveland Metropolitan Statistical Area published annually by the U.S. Department of Housing and Urban Development (“AMI”). The Required Affordable Units are offered as for-rent units, such units must be rented at a price affordable in Larimer County, Colorado, for an AMI of 80%
or lower and the average of all rents for those units must be affordable for households earning no more than the 60%.

b. Forty-three (43) of the Required Affordable Units shall be secured through one of the mechanisms described in Sections I.C.1.a. through c. of the Public Benefits Agreement (or through any other mechanism agreed upon in writing between the City and the Developer) prior to receipt from the City of a building permit for more than two hundred twenty-one (221) of the total number of dwelling units authorized under the approved FDP, and the remaining twenty-two (22) of the Required Affordable Units shall be so secured prior to receipt from the City of a building permit for the last eighty-eight (88) of the dwelling units authorized under the approved FDP.

4. Smart Growth Management and Community and Neighborhood Livability

a. Alley access to the garages of the homes.

b. The southeastern edge of Northfield borders the to-be-designated historic Alta Vista neighborhood. To blend the transition to new development and pay homage to the neighborhood’s history, Northfield will feature an Interpretive Historical Park and Gateway Features bordering Alta Vista. These additions were developed in collaboration with neighbors in the Alta Vista neighborhood and would provide an extraordinary benefit to the City as a whole.

c. Smaller lot sizes.

d. 100% of units will be attached housing types (four to eight-unit townhomes and eight to twelve-unit condominium buildings).

Performance Assurances

The Northfield Service Plan prohibits the issuance of any debt or imposition of the debt mill levy or fees to pay debt unless and until the delivery of the Public Benefits area secured for each development phase of the project in a manner that is approved by Council. This requirement can be satisfied by one or both of the following methods, as applicable:

- **Intergovernmental Agreement** - For any of the Public Benefits to be provided by one or more of the Districts, each such District must enter into an intergovernmental agreement with the City agreeing to provide those Public Benefits as a legally enforceable multiple-fiscal year obligation of the District under TABOR or by securing performance of that obligation with a surety bond, letter of credit or other security acceptable to the City and all such intergovernmental agreements must be approved by the City Council by resolution;

- **Approved Development Plan** - For any of the Public Benefits to be provided by one or more Developers of the Planned Development, each such Developer must enter into a development agreement with the City under the Developer’s applicable Approved Development Plan, which agreement must legally obligate the Developer to provide those Public Benefits before the City is required to issue building permits and/or certificates of occupancy for structures to be built under the Approved Development Plan for that phase of the Planned Development or to secure such obligations with a surety bond, letter of credit or other security acceptable to the City and all such development agreements must be approved by the City Council by resolution.

Here, the method being used to secure the Northfield Public Benefits is as an approved development plan, which is the proposed Public Benefits Agreement attached to the Resolution.

**Funding/Securing of Public Benefits**

Although the intent is that one or more of the Districts will ultimately reimburse the Developer for those Public Benefits they have the legal ability to fund, the Northfield developer shall have the obligation to develop, construct and/or install the Public Benefits in accordance with the terms and conditions of the Public Benefits Agreement.
Service Plan Overview Review

The Service Plan calls for the creation of three Metro Districts to work collaboratively to deliver the proposed Northfield Project. The phased development is anticipated to reach build out in 2026 with an estimated population of 1,145. A few highlights about the proposed Service Plan, include:

- **Assessed Value** - Estimated to be approximately $13.3 million in 2029 at full build-out
- **Aggregate Mill Levy** - 50 mills, subject to Gallagher Adjustments
- **Debt Mill Levy** - 40 mills, may not be levied until an approved development plan or intergovernmental agreement has been executed that delivers the pledged public benefits
- **Operating Mill Levy** - Up to an additional 10 mills (aggregate mill levy of 50 mills) to fund several on-going operations, such as but not limited to: (a) a non-potable irrigation system, and (b) road infrastructure. Once a District imposes a Debt Mill Levy, such District’s Operating Mill Levy cannot exceed ten (10) mills at any point.
- **Maximum Debt Authorization** - Anticipated to be approximately $16 million to cover a portion of the estimated $30 million in project costs
- **Regional Mill Levy** - The Regional Mill Levy of 5 mills shall not be counted against the Aggregate Mill Levy Maximum

Approval of Public Benefits Agreement Contingent on FDP Approval

In April 2019, the City’s Planning and Zoning Board approved Landmark’s project development plan (PDP) for the development of the property and the City has recently approved the final development plan (FDP) for the property. Landmark and the City have not yet entered into the development agreement required as part of the FDP approval (Development Agreement). Therefore, the Council’s approval of the Public Benefits Agreement in the Resolution is contingent on the City and Landmark hereafter entering into the Development Agreement.

In addition, since Landmark has not yet closed on its purchase of the property for this project, the Public Benefits Agreement will not be fully effective unless and until Landmark closes on its purchase of the property.

Conclusion

The Public Benefits Agreement conforms to the public benefits outlined in the Service Plan. Staff recommends adoption of the Resolution, as the Agreement meets both the letter and spirit of the Metropolitan District Policy and helps the City achieve its strategic objectives. The Metropolitan District Policy speaks to the City’s commitment to Climate Action Plan (CAP) goals with energy efficiency benefits that exceed the City’s current code. In addition, the project will create at least 65 units of affordable housing, addressing the City’s objective of increasing the inventory of affordable units as outlined in the Affordable Housing Strategic Plan.

CITY FINANCIAL IMPACTS

The proposed Public Benefits Agreement will not have an impact on the City’s financials. The applicant has paid the fees required under the City’s previous metropolitan district policy, which fees are designed to offset the cost of staff and outside consultant review.

ATTACHMENTS

1. Resolution 2019-101 (PDF)
2. Powerpoint presentation (PDF)
RESOLUTION 2019-101
OF THE CITY COUNCIL OF THE CITY OF FORT COLLINS
RECONSIDERING, REHEARING AND
APPROVING THE CONSOLIDATED SERVICE PLAN FOR
NORTHFIELD METROPOLITAN DISTRICT NOS. 1-3

WHEREAS, Title 32 of the Colorado Revised Statutes ("C.R.S.") authorizes the formation of various kinds of governmental entities to finance and operate public services and infrastructure, including metropolitan districts; and

WHEREAS, on February 5, 2019, City Council adopted Resolution 2019-016 approving the “City of Fort Collins Policy for Reviewing Service Plans for Metropolitan Districts” (the “Policy”) setting forth guidelines, requirements and criteria applicable to the City’s consideration of a metropolitan district service plan; and

WHEREAS, pursuant to the provisions of Article 1 of Title 32 of the Colorado Revised Statutes (the “Special District Act”) and the Policy, Landmark Homes (the “Applicant”) has submitted an application to the City for the City Council to consider a Consolidated Service Plan (the “Service Plan”) for the Northfield Metropolitan District Nos. 1-3 (each a “District” and collectively the “Districts”); and

WHEREAS, a copy of the Service Plan is attached as Exhibit “A” and incorporated herein by reference; and

WHEREAS, the Districts will be organized to provide for the financing, planning, design, acquisition, construction, installation, relocation, redevelopment and operation and maintenance of all or a portion of certain public improvements, as more specifically described in the Service Plan; and

WHEREAS, in accordance with the Policy, the Applicant has complied with the requirement for mailed notice of the City Council’s August 20, 2019, public hearing on the Service Plan, as evidenced by the “Certificate of Mailing of Notice of Public Hearing” attached as Exhibit “B” and incorporated herein by reference; and

WHEREAS, the Applicant has also provided notice of the August 20, 2019, public hearing by publication as evidenced by the “Affidavit of Publication” attached as Exhibit “C” and incorporated herein by reference; and

WHEREAS, on August 20, 2019, the City Council took action which, under Section 2.c. of City Council’s Rules of Procedure (May 21, 2019), continued its consideration of the Service Plan to its September 3, 2019, regular meeting; and

WHEREAS, additional notice of this continued consideration was mailed by the Applicant on August 22, 2019, as evidenced in the “Certificate of Mailing of Public Hearing” dated August 27, 2019, attached hereto as Exhibit “D” and incorporated herein by reference, and
such notice was also published in the *Coloradoan* on August 24, 2019, as evidenced by the "Affidavit of Publication" attached as Exhibit "E" and incorporated herein by reference; and

WHEREAS, at its September 3, 2019, the City Council adopted a motion to again continue the hearing on the Service Plan to be held at City Council’s September 17, 2019, meeting; and

WHEREAS, on September 17, 2019, the City Council conducted its public hearing on the Service Plan, in which it reviewed the Service Plan and considered the testimony and evidence concerning it presented at the hearing; and

WHEREAS, the Special District Act requires that any service plan submitted to the district court for the creation of a metropolitan district must first be approved by resolution of the governing body of the municipality within which the proposed district lies; and

WHEREAS, a motion was made and seconded at the September 17, 2019, meeting to adopt Resolution 2019-092 to approve the Service Plan, but the motion failed by a vote of 3 in favor and 4 against; and

WHEREAS, after that motion failed, the City Council adopted a motion directing City staff to prepare a resolution for Council to consider at its October 1, 2019, to adopt its findings, determinations and conclusions supporting denial of the Service Plan; and

WHEREAS, at City Council’s adjourned September 24, 2019, meeting, Council adopted a motion to suspend City Council’s Rules of Procedure to allow it to consider a motion from any Councilmember to reconsider the motion by which Council voted down Resolution 2019-092 and to conduct a rehearing on the Service Plan at Council’s October 1, 2019, meeting; and

WHEREAS, after so suspending the Rules of Procedures, the City Council adopted a motion to reconsider the motion by which it voted down Resolution 2019-092 and to conduct a rehearing of the Service Plan at Council’s October 1, 2019, meeting; and

WHEREAS, the City Council conducted a rehearing on the Service Plan at its October 1, 2019, meeting and received additional testimony and evidence, which together with the September 17, 2019, hearing constitutes the public hearing in this matter; and

WHEREAS, this included the Applicant presenting revisions to the Service Plan to address the City Council’s concerns that the affordable-housing units to be provided as public benefits under the Service Plan will also be designed and constructed to the same energy-efficiency standards as the Applicant’s market-rate housing units will be; and

WHEREAS, the City Council wishes to approve the Service Plan by the adoption of this Resolution.

-2-
NOW, THEREFORE, BE IT RESOLVED 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 the City Council hereby determines that the Policy’s notification requirements have been substantially complied with by the Applicant regarding the City Council’s public hearing on the Service Plan conducted on September 17, 2019, and then the public rehearing of the Service Plan on October 1, 2019.

Section 3. That the City Council hereby finds and determines that the Service Plan contains, or sufficiently provides for, the items described in C.R.S. Section 32-1-202(2), which are:

(a) A description of the Districts’ proposed services;

(b) A financial plan showing how the proposed services are to be financed, including the proposed operating revenue derived from property taxes for the first budget year of the Districts;

(c) All proposed indebtedness for the Districts displayed together with a schedule indicating the year or years in which the debt is scheduled to be issued;

(d) A preliminary engineering or architectural survey showing how the proposed services are to be provided;

(e) A map of the proposed Districts’ boundaries and an estimate of the population and valuation for assessment of the proposed Districts;

(f) A general description of the facilities to be constructed and the standards of such construction, including a statement of how the facility and service standards of the proposed Districts will be compatible with the City’s facility and service standards;

(g) A general description of the estimated cost of acquiring land, engineering services, legal services, administrative services, initial proposed indebtedness and estimated proposed maximum interest rates and discounts, and other major expenses related to the organization and initial operation of the Districts; and

(f) A description of any arrangement or proposed agreement with any political subdivision for the performance of any services between the proposed Districts and such other political subdivision, and, if the form contract to be used is available, it shall be attached to the Service Plan.

Section 4. That the City Council hereby further finds and determines with respect to the Service Plan and in accordance with C.R.S. Sections 32-1-203(2) and 32-1-204.5(1), that:

(a) There is sufficient existing and projected need for organized service in the area to be serviced by the proposed Districts;
(b) The existing service in the area to be served by the proposed Districts is inadequate for present and projected needs;

(c) The proposed Districts are capable of providing economical and sufficient service to the area within the proposed boundaries; and

(d) The area to be included in the proposed Districts has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

Section 5. The City Council’s findings are based solely upon the evidence in the Service Plan as presented at the public hearing and the City has not conducted any independent investigation of the evidence. The City makes no guarantee as to the financial viability of the Districts or the achievability of the desired results.

Section 6. That the City Council hereby approves the Service Plan.

Section 7. That the City Council’s approval of the Service Plan is not a waiver or a limitation upon any power that the City or the City Council is legally permitted to exercise regarding the property within the Districts.

Passed and adopted at a regular meeting of the Council of the City of Fort Collins this 1st day of October, A.D. 2019.

\[Signature\]

Mayor

ATTEST:

[Signature]

City Clerk
CONSOLIDATED SERVICE PLAN
FOR
NORTHFIELD METROPOLITAN DISTRICT NOS. 1-3
CITY OF FORT COLLINS, COLORADO

Prepared by:

WHITE BEAR ANKELE TANAKA & WALDRON
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122

Submitted On: August 7, 2019
Approved on: [__________________]
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I. INTRODUCTION

A. Purpose and Intent.

The Districts, which are intended to be independent units of local government separate and distinct from the City, are governed by this Service Plan, the Special District Act and other applicable State law. Except as may otherwise be provided by State law, City Code or this Service Plan, the Districts’ activities are subject to review and approval by the City Council only insofar as they are a material modification of this Service Plan under C.R.S. Section 32-1-207 of the Special District Act.

It is intended that the Districts will provide all or part of the Public Improvements for the Project for the use and benefit of all anticipated inhabitants and taxpayers of the Districts. The primary purpose of the Districts will be to finance the construction of these Public Improvements by the issuance of Debt.

It is also intended under this Service Plan that no District shall be authorized to issue any Debt, impose a Debt Mill Levy, or impose any Fees for payment on Debt unless and until the delivery of the applicable Public Benefits described in Section IV.B of this Service Plan has been secured in accordance with Section IV.B of this Service Plan.

It is intended that this Service Plan also requires the Districts to pay a portion of the cost of the Regional Improvements, as provided in Section X of this Service Plan, as part of ensuring that those privately-owned properties to be developed in the Districts that benefit from the Regional Improvements pay a reasonable share of the associated costs.

The Districts are not intended to provide ongoing operations and maintenance services except as expressly authorized in this Service Plan.

It is the intent of the Districts to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt, except that if the Districts are authorized in this Service Plan to perform continuing operating or maintenance functions, the Districts shall continue in existence for the sole purpose of providing such functions and shall retain only the powers necessary to impose and collect the taxes or Fees authorized in this Service Plan to pay for the costs of those functions.

It is intended that the Districts shall comply with the provisions of this Service Plan and that the City may enforce any non-compliance with these provisions as provided in Sections XVII and XVIII of this Service Plan.

B. Need for the Districts.

There are currently no other governmental entities, including the City, located in the immediate vicinity of the Districts that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment and financing of the Public Improvements needed for the Project. Formation of the Districts is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.
C. Objective of the City Regarding Districts’ Service Plan.

The City’s objective in approving this Service Plan is to authorize the Districts to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the Districts but in doing so, to also establish in the Service Plan the means by which the Regional Improvements and Public Benefits will be provided. Except as specifically provided in this Service Plan, all Debt is expected to be repaid by taxes and Fees imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for residential properties and at a tax mill levy no higher than the Maximum Debt Mill Levy. Fees imposed for the payment of Debt shall be due no later than upon the issuance of a building permit. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax and Fee burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

D. City Approvals.

Any provision in this Service Plan requiring “City” or “City Council” approval or consent shall require the City Council’s prior written approval or consent exercised in its sole discretion. Any provision in this Service Plan requiring “City Manager” approval or consent shall require the City Manager’s prior written approval or consent exercised in the City Manager’s sole discretion.

II. DEFINITIONS

In this Service Plan, the following words, terms and phrases which appear in a capitalized format shall have the meaning indicated below, unless the context clearly requires otherwise:

**Aggregate Mill Levy**: means the total mill levy resulting from adding a District’s Debt Mill Levy and Operating Mill Levy. A District’s Aggregate Mill Levy does not include any Regional Mill Levy that the District may levy.

**Aggregate Mill Levy Maximum**: means the maximum number of combined mills the Districts may each levy for its Debt Mill Levy and Operating Mill Levy, at a rate not to exceed the limitation set in Section IX.B.1.

**Approved Development Plan**: means a City-approved development plan or other land-use application required by the City Code for identifying, among other things, public improvements necessary for facilitating the development of property within the Service Area, which plan shall include, without limitation, any development agreement required by the City Code.

**Board or Boards**: means the duly constituted board of directors of each of the Districts, or the Boards of Directors of all of the Districts, in the aggregate.

**Bond, Bonds or Debt**: means bonds, notes or other multiple fiscal year financial obligations for the payment of which a District has promised to impose an ad valorem property tax
mill levy, Fees or other legally available revenue. Such terms do not include contracts through which a District procures or provides services or tangible property.

City: means the City of Fort Collins, Colorado, a home rule municipality.

City Code: means collectively the City’s Municipal Charter, Municipal Code, Land Use Code and ordinances as all are now existing and hereafter amended.

City Council: means the City Council of the City.

City Manager: means the City Manager of the City.

C.R.S.: means the Colorado Revised Statutes.

Debt Mill Levy: means a property tax mill levy imposed on Taxable Property within a District for the purpose of paying Debt as authorized in this Service Plan, at a rate not to exceed the limitations set in Section IX.B of this Service Plan.

Developer: means a person or entity that is the owner of property or owner of contractual rights to property in the Service Area that intends to develop the property.

District: means any of the following metropolitan districts: Northfield Metropolitan District No. 1, Northfield Metropolitan District No. 2 and Northfield Metropolitan District No. 3, as each are organized under and governed by this Service Plan.

District No. 1 Boundaries: means the boundaries of the area legally described in Exhibit A-1 attached hereto and incorporated by reference and as depicted in the District No. 1 Boundary Map.

District No. 2 Boundaries: means the boundaries of the area legally described in Exhibit A-2 attached hereto and incorporated by reference and as depicted in the District No. 2 Boundary Map.

District No. 3 Boundaries: means the boundaries of the area legally described in Exhibit A-3 attached hereto and incorporated by reference and as depicted in the District No. 3 Boundary Map.

District No. 1 Boundary Map: means the map of the District No. 1 Boundaries attached hereto as Exhibit B-1 and incorporated by reference.

District No. 2 Boundary Map: means the map of the District No. 2 Boundaries attached hereto as Exhibit B-2 and incorporated by reference.

District No. 3 Boundary Map: means the map of the District No. 3 Boundaries attached hereto as Exhibit B-3 and incorporated by reference.
**Districts**: means Northfield Metropolitan District No. 1, Northfield Metropolitan District No. 2 and Northfield Metropolitan District No. 3, collectively, organized under and governed by this Service Plan.

**End User**: means any owner, or tenant of any owner, of any property within the Districts, who is intended to become burdened by the imposition of ad valorem property taxes and/or Fees. By way of illustration, a resident homeowner, renter, commercial property owner or commercial tenant is an End User. A Developer and any person or entity that constructs homes or commercial structures is not an End User.

**External Financial Advisor**: means a consultant that: (1) is qualified to advise Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (2) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer’s Municipal Market Place or, in the City’s sole discretion, other recognized publication as a provider of financial projections; and (3) is not an officer or employee of the Districts or an underwriter of the Districts’ Debt.

**Fees**: means the fees, rates, tolls, penalties and charges the Districts are authorized to impose and collect under this Service Plan.

**Financial Plan**: means the Financial Plan described in Section IX of this Service Plan which was prepared by D.A. Davidson & Co., an External Advisor, in accordance with the requirements of this Service Plan and describes (a) how the Public Improvements are to be financed; (b) how the Debt is expected to be incurred; and (c) the estimated operating revenue derived from property taxes and any Fees for the first budget year through the year in which all District Debt is expected to be defeased or paid in the ordinary course.

**Maximum Debt Authorization**: means the total Debt the Districts are permitted to issue as set forth in Section IX.B.7 of this Service Plan.

**Maximum Debt Mill Levy Imposition Term**: means the maximum term during which a District’s Debt Mill Levy may be imposed on property developed in the Service Area for residential use, which shall include residential properties in mixed-use developments. This maximum term shall not exceed forty (40) years from December 31 of the year this Service Plan is approved by City Council.

**Operating Mill Levy**: means a property tax mill levy imposed on Taxable Property for the purpose of funding a District’s administration, operations and maintenance as authorized in this Service Plan, including, without limitation, repair and replacement of Public Improvements, and imposed at a rate not to exceed the limitations set in Section IX.B of this Service Plan.

**Planned Development**: means the private development or redevelopment of the properties in the Service Area, commonly referred to as Northfield, under an Approved Development Plan.

**Project**: means the installation and construction of the Public Improvements for the Planned Development.
Public Improvements: means the improvements and infrastructure the Districts are authorized by this Service Plan to fund and construct for the Planned Development to serve the future taxpayers and inhabitants of the Districts, except as specifically prohibited or limited in this Service Plan. Public Improvements shall include, without limitation, the improvements and infrastructure described in Exhibit F attached hereto and incorporated by reference. Public Improvements do not include Regional Improvements.

Regional Improvements: means any regional public improvement identified by the City for funding, in whole or part, by a Regional Mill Levy levied by the Districts, including, without limitation, the public improvements described in Exhibit I attached hereto and incorporated by reference.

Regional Mill Levy: means the property tax mill levy imposed on Taxable Property for the purpose of planning, designing, acquiring, funding, constructing, installing, relocating and/or redeveloping the Regional Improvements and/or to fund the administration and overhead costs related to the Regional Improvements as provided in Section X of this Service Plan.

Service Area: means the property collectively within the District No. 1 Boundaries, District No. 2 Boundaries, and District No. 3 Boundaries, all as may be amended from time to time as further set forth in this Service Plan and the Special District Act.

Special District Act: means Article 1 in Title 32 of the Colorado Revised Statutes, as amended.

Service Plan: means this service plan for the Districts approved by the City Council.

Service Plan Amendment: means a material modification of the Service Plan approved by the City Council in accordance with the Special District Act, this Service Plan and any other applicable law.

State: means the State of Colorado.

TABOR: means Colorado’s Taxpayer’s Bill of Rights in Article X, Section 20 of the Colorado Constitution.

Taxable Property: means the real and personal property within the Service Area that will be subject to the ad valorem property taxes imposed by the Districts.

Vicinity Map: means the map attached hereto as Exhibit E and incorporated by reference depicting the location of the Service Area within the regional area surrounding it.

III. BOUNDARIES AND LOCATION

The area of the Service Area includes approximately 56.3 acres. A legal description and map of the District No. 1 Boundaries are attached hereto as Exhibit A-1 and Exhibit B-1, respectively; a legal description and map of the District No. 2 Boundaries are attached hereto as Exhibit A-2 and Exhibit B-2, respectively; and a legal description and map of the District No. 3 Boundaries are attached hereto as Exhibit A-3 and Exhibit B-3, respectively. It is anticipated that
the Districts’ Boundaries may expand or contract from time to time as the Districts undertake
inclusions or exclusions pursuant to the Special District Act, subject to the limitations set forth in
Section V of this Service Plan. The location of the Service Area is depicted in the vicinity map
attached as Exhibit E.

IV. DESCRIPTION OF PROJECT, PLANNED DEVELOPMENT, PUBLIC
BENEFITS & ASSESSED VALUATION

A. Project and Planned Development.

Situated within walking distance of the City’s Old Town, the Planned Development
is a proposed 56.3-acre, mixed-use community located west of Lindenmeier Road, southeast of
the Lake Canal and north of the to-be designated historic Alta Vista neighborhood. The Planned
Development targets a number of the City’s stretch outcomes and critical objectives, including
neighborhood livability and social health, environmental health, and transportation. The Planned
Development incorporates goals of the following plans: the City Plan, Transportation Master Plan,
Master Street Plan, Nature in the City Strategic Plan, Natural Areas Master Plan, Paved
Recreational Trail Master Plan, Northside Neighborhoods Plan, Pedestrian Plan, and Bicycle
Master Plan.

The Planned Development is anticipated to include approximately 442 attached
housing units, of which a minimum of sixty-five (65) housing units will be designated and
provided as as either for-sale or for-rent affordable housing (the “Required Affordable Units”),
and the majority of the rest of the units will be sold as attainable housing units. The Planned
Development is also anticipated to include a mixed-use center that will offer light commercial use
on the first floor, residential for-rent units on the second floor, and small amenities open to the
public. The estimated resident population at build-out is 1,139.

Construction of the Planned Development is planned to be completed by year 2026.
In accordance with the Financial Plan, the estimated assessed valuation of the Planned
Development in 2024 is estimated to be $8,525,353 for residential and $181,867 for commercial,
and in 2029 it is estimated to be $13,129,996 for residential and $204,346 for commercial.

Approval of this Service Plan by the City Council does not constitute nor imply
approval of the development of any particular land-use for any specific area within the Districts.
Any such approval must be contained within an Approved Development Plan.

B. Public Benefits.

In addition to providing the Public Improvements described in Exhibit F and the Regional
Improvements, the Districts will deliver several public benefits to the community in accordance
with the City’s Metro District Service Plan Policy. The public benefits include, but are not limited
to, developing critical on-site and off-site public infrastructure, employing high quality and smart
growth practices, creating the Required Affordable Units, creating attainable housing units to
support the workforce, and incorporating environmental sustainability through energy and water
conservation, and enhanced multimodal transportation, all of which are specifically described in
Exhibit I attached hereto and incorporated herein by this reference (collectively, the “Public
Benefits”). In addition to the foregoing, if all or a portion of the Required Affordable Units are
offered as for-sale units, such units must be sold at a price affordable in Larimer County, Colorado, for an area median income (“AMI”) of 80% or lower. If all of a portion of the Required Affordable Units are offered as for-rent units, such units must be rented at a price affordable in Larimer County, Colorado, for an AMI of 80% or lower and the average of all rents for those units must at all times reasonably approximate to a Larimer County AMI of 60% or lower. In addition, as provided in **Exhibit I**, the Required Affordable Units shall be designed and constructed to the same energy-efficiency standards as the other housing units built in the Planned Development.

Therefore, notwithstanding any provision to the contrary contained in this Service Plan, no District shall be authorized to issue any Debt or to impose a Debt Mill Levy or any Fees for payment of Debt unless and until the delivery of the Public Benefits specifically related to the phase of the Planned Development or portion of the Project to be financed with such Debt, Debt Mill Levy or Fees are secured in a manner approved by the City Council. To satisfy this precondition to the issuance of Debt and to the imposition of the Debt Mill Levy and Fees, delivery of the Public Benefits for each phase of the Project and the Planned Development must be secured by one of the following methods, as applicable:

1. For any portion of the Public Benefits to be provided by one or more of the Districts, each such District must enter into an intergovernmental agreement with the City either (i) agreeing to provide those Public Benefits as a legally enforceable multiple-fiscal year obligation of the District under TABOR, or by (ii) securing performance of that obligation with a surety bond, letter of credit, or other security acceptable to the City, and any such intergovernmental agreement must be approved by the City Council by resolution;

2. For any portion of the Public Benefits to be provided by one or more Developers of the Planned Development, each such Developer must either (i) enter into a development agreement with the City under the Developer’s applicable Approved Development Plan, which agreement must legally obligate the Developer to provide those Public Benefits before the City is required to issue building permits and/or certificates of occupancy for structures to be built under the Approved Development Plan for that phase of the Planned Development, or (ii) secure such obligations with a surety bond, letter of credit, or other security acceptable to the City, and all such development agreements must be approved by the City Council by resolution; or

3. For any portion of the Public Benefits to be provided in part by one or more of the Districts in the Project and in part by one or more of the Developers in the Planned Development or Project, an agreement between the City, the affected District(s), and the Developer(s) that secures such Public Benefits as legally binding obligations using the methods described in subsections 1 and 2 above, and all such agreements must be approved by the City Council by resolution.

Specifically, with regard to delivery of the Required Affordable Units contemplated in Section 2 above, the development agreement between the Developer and the City shall include the following conditions:

The Required Affordable Units may be provided through either of the following two mechanisms or any other mechanism mutually agreed upon by the Developer and the City, or any combination of the same:
a. Construction of the Required Affordable Units by the Developer under the Approved Development Plan. Only those Developer-constructed Required Affordable Units for which the City has issued a certificate of occupancy will be counted toward the satisfaction of the total number of Required Affordable Units needed.

b. Sale of lots for the Required Affordable Units within the Planned Development by the Developer to a non-profit or for-profit builder who will contractually guarantee to the City that the builder will only build Required Affordable Units on the those lots. At the time any such sale is closed and the contractual guarantee has been provided to the City to its satisfaction, the number of housing units approved for construction on such lots shall count toward the Required Affordable Units.

All sixty-five (65) of the Required Affordable Units shall be secured through one of the mechanisms described above (or through any other mechanism agreed upon in writing between the City and the Developer) before the City is required to issue more than two hundred twenty-one (221) total building permits for dwelling units to be built in the Planned Development. Once all sixty-five (65) of the Required Affordable Units have been secured as here required, this restriction on building permits shall terminate.

C. Assessed Valuation.

The current assessed valuation of the Service Area is approximately $2,024 and, at build out is expected to be $13,334,342. These amounts are expected to be sufficient to reasonably discharge the Debt as demonstrated in the Financial Plan.

V. INCLUSION OF LAND IN THE SERVICE AREA

The Districts shall not add any real property to the Service Area without the City’s approval and in compliance with the Special District Act. Once a District has issued Debt, it shall not exclude real property from the District’s boundaries without the prior written consent of the City Council.

VI. DISTRICT GOVERNANCE

The Districts’ Boards shall be comprised of persons who are a qualified “eligible elector” of the Districts as provided in the Special District Act. It is anticipated that, over time, the End Users who are eligible electors will assume direct electoral control of the Districts’ Boards as development of the Service Area progresses. The Districts shall not enter into any agreement by which the End Users’ electoral control of the Boards is removed or diminished.

VII. AUTHORIZED AND PROHIBITED POWERS

A. General Grant of Powers.
The Districts shall have the power and authority to provide the Public Improvements, the Regional Improvements and related operation and maintenance services, including design review and covenant enforcement services, within and without the Service Area, as such powers and authorities are described in the Special District Act, other applicable State law, common law and the Colorado Constitution, subject to the prohibitions, restrictions and limitations set forth in this Service Plan.

If, after the Service Plan is approved, any State law is enacted to grant additional powers or authority to metropolitan districts by amendment of the Special District Act or otherwise, such powers and authority shall be deemed to be a part hereof. These new powers and authority shall only be available to be exercised by the Districts if the City Council first approves a Service Plan Amendment to specifically allow the exercise of such powers or authority by the Districts.

B. Prohibited Improvements and Services and other Restrictions and Limitations.

The Districts’ powers and authority under this Service Plan to provide Public Improvements and services and to otherwise exercise its other powers and authority under the Special District Act and other applicable State law, are prohibited, restricted and limited as hereafter provided. Failure to comply with these prohibitions, restrictions and limitations shall constitute a material modification under this Service Plan and shall entitle the City to pursue all remedies available at law and in equity as provided in Sections XVII and XVIII of this Service Plan:

1. Eminent Domain Restriction

The Districts shall not exercise their statutory power of eminent domain without first obtaining resolution approval from the City Council. This restriction on the Districts’ exercise of their eminent domain power is being voluntarily acquiesced to by the Districts and shall not be interpreted in any way as a limitation on the Districts’ sovereign powers and shall not negatively affect the Districts’ status as political subdivisions of the State as conferred by the Special District Act.

2. Fee Limitation

Any Fees imposed for the repayment of Debt, if authorized by this Service Plan, shall not be imposed by the Districts upon or collected from an End User. In addition, Fees imposed for the payment of Debt shall not be imposed unless and until the requirements for securing the delivery of the District’s portion of the Public Benefits have been satisfied in accordance with Section IV.B of this Service Plan. Notwithstanding the foregoing, this Fee limitation shall not apply to any Fee imposed to fund the operation, maintenance, repair or replacement of Public Improvements or the administration of the Districts.

3. Operations and Maintenance
The primary purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The Districts shall dedicate the Public Improvements to the City or other appropriate jurisdiction or owners’ association in a manner consistent with the Approved Development Plan and the City Code, provided that nothing herein requires the City to accept a dedication. The Districts are each specifically authorized to operate and maintain all or any part or all of the Public Improvements not otherwise conveyed or dedicated to the City or another appropriate governmental entity until such time as the District is dissolved.

4. **Fire Protection Restriction**

The Districts are not authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, own, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the Poudre Fire Authority. The authority to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire hydrants and related improvements installed as part of the Project’s water system shall not be limited by this subsection.

5. **Public Safety Services Restriction**

The Districts are not authorized to provide policing or other security services. However, the Districts may, pursuant to C.R.S. § 32-1-1004(7), as amended, furnish security services pursuant to an intergovernmental agreement with the City.

6. **Grants from Governmental Agencies Restriction**

The Districts shall not apply for grant funds distributed by any agency of the United States Government or the State without the prior written approval of the City Manager. This does not restrict the collection of Fees for services provided by the Districts to the United States Government or the State.

7. **Golf Course Construction Restriction**

Acknowledging that the City has financed public golf courses and desires to coordinate the construction of public golf courses within the City’s boundaries, the Districts shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, own, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City approved by the City Council.

8. **Television Relay and Translation Restriction**

The Districts are not authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, own, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to prior written approval from the City Council as a Service Plan Amendment.

9. **Potable Water and Wastewater Treatment Facilities**
Acknowledging that the City and other existing special districts operating within the City currently own and operate treatment facilities for potable water and wastewater that are available to provide services to the Service Area, the Districts shall not plan, design, acquire, construct, install, relocate, redevelop, finance, own, operate or maintain such facilities without obtaining the City Council’s prior written approval either by intergovernmental agreement or as a Service Plan Amendment.

10. **Sales and Use Tax Exemption Limitation**

The Districts shall not exercise any sales and use tax exemption otherwise available to the Districts under the City Code.

11. **Sub-district Restriction**

The Districts shall not create any sub-district pursuant to the Special District Act without the prior written approval of the City Council.

12. **Privately Placed Debt Limitation**

Prior to the issuance of any privately placed Debt, the Districts shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District’s Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in C.R.S. Section 32-1-103(12)) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

13. **Special Assessments**

The Districts shall not impose special assessments without the prior written approval of the City Council.

**VIII. PUBLIC IMPROVEMENTS AND ESTIMATED COSTS**

*Exhibit F* summarizes the type of Public Improvements that are projected to be constructed and/or installed by the Districts. The cost, scope, and definition of such Public Improvements may vary over time. The total estimated costs of Public Improvements, as set forth in *Exhibit F*, excluding any improvements paid for by the Regional Mill Levy necessary to serve the Planned
Development, are approximately $30,131,965 in 2019 dollars. The cost estimates are based upon preliminary engineering, architectural surveys, and reviews of the Public Improvements set forth in Exhibit F and include all construction cost estimates together with estimates of costs such as land acquisition, engineering services, legal expenses and other associated expenses. Maps of the anticipated location, operation, and maintenance of Public Improvements are attached hereto as Exhibit G. Changes in the Public Improvements or cost, which are approved by the City in an Approved Development Plan and any agreement approved by the City Council pursuant to Section IV.B of this Service Plan, shall not constitute a Service Plan Amendment. In addition, due to the preliminary nature of the Project, the City shall not be bound by this Service Plan in reviewing and approving the Approved Development Plan and the Approved Development Plan shall supersede the Service Plan with regard to the cost, scope, and definition of Public Improvements. Provided, however, any agreement approved and entered into pursuant to Section IV.B of this Service Plan for the provision of a Public Improvement that is also a Public Benefit shall supersede both this Service Plan and the Approved Development Plan.

Except as otherwise provided by an agreement approved under Section IV.B of this Service Plan: (i) the design, phasing of construction, location and completion of Public Improvements will be determined by the Districts to coincide with the phasing and development of the Planned Development and the availability of funding sources; (ii) the Districts may, in their discretion, phase the construction, completion, operation, and maintenance of Public Improvements, and such actions or determinations shall not constitute a Service Plan Amendment; (iii) the Districts shall also be permitted to allocate costs between such categories of the Public Improvements as deemed necessary in their discretion; and (iv) to the extent that the City reimburses a developer for Public Improvements that would otherwise be reimbursable under the Special District Act, the District shall not reimburse the developer for such Public Improvements.

The Public Improvements shall be listed using an ownership and maintenance matrix in Exhibit F, either individually or categorically, to identify the ownership and maintenance responsibilities of the Public Improvements.

The City Code has development standards, contracting requirements and other legal requirements related to the construction and payment of public improvements and related to certain operation activities. Relating to these, the Districts shall comply with the following requirements:

A. Development Standards.

The Districts shall ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City Code and of other governmental entities having proper jurisdiction, as applicable. The Districts directly, or indirectly through any Developer, will obtain the City’s approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work. Unless waived by the City Council, the Districts shall be required, in accordance with the City Code, to post a surety bond, letter of credit, or other approved development security for any Public Improvements to be constructed by the Districts. Such development security may be released in the City Manager’s discretion when the constructing District has obtained funds,
through Debt issuance or otherwise, adequate to insure the construction of the Public Improvements, unless such release is prohibited by or in conflict with any City Code provision, State law or any agreement approved and entered into under Section IV.B of this Service Plan. Any limitation or requirement concerning the time within which the City must review the Districts’ proposal or application for an Approved Development Plan or other land use approval is hereby waived by the Districts.

B. Contracting.

The Districts shall comply with all applicable State purchasing, public bidding and construction contracting requirements and limitations.

C. Land Acquisition and Conveyance.

The purchase price of any land or improvements acquired by the Districts from the Developer shall be no more than the then-current fair market value as confirmed by an independent MAI appraisal for land and by an independent professional engineer for improvements. Land, easements, improvements and facilities conveyed to the City shall be free and clear of all liens, encumbrances and easements, unless otherwise approved by the City Manager prior to conveyance. All conveyances to the City shall be by special warranty deed, shall be conveyed at no cost to the City, shall include an ALTA title policy issued to the City, shall meet the environmental standards of the City and shall comply with any other conveyance prerequisites required in the City Code.

D. Equal Employment and Discrimination.

In connection with the performance of all acts or activities hereunder, the Districts shall not discriminate against any person otherwise qualified with respect to its hiring, discharging, promoting or demoting or in matters of compensation solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability, and further shall insert the foregoing provision in contracts or subcontracts entered into by the Districts to accomplish the purposes of this Service Plan.

IX. FINANCIAL PLAN/PROPOSED DEBT

This Section IX of the Service Plan describes the nature, basis, method of funding and financing limitations associated with the acquisition, construction, completion, repair, replacement, operation and maintenance of Public Improvements.

A. Financial Plan.

The Districts’ Financial Plan, attached as Exhibit H and incorporated by reference, reflects the Districts’ anticipated schedule for incurring Debt to fund Public Improvements in support of the Project. The Financial Plan also reflects the schedule of all anticipated revenues flowing to the Districts derived from the Districts’ mill levies, Fees imposed by the Districts, specific ownership taxes, and all other anticipated legally available revenues. The Financial Plan is based on economic, political and industry conditions as they presently exist and reasonable
projections and estimates of future conditions. These projections and estimates are not to be interpreted as the only method of implementation of the District’s goals and objectives but rather a representation of one feasible alternative. Other financial structures may be used so long as they are in compliance with this Service Plan. The Financial Plan incorporates all of the provisions of this Section IX.

Based upon the assumptions contained therein, the Financial Plan projects the issuance of Bonds to fund Public Improvements and anticipated Debt repayment based on the development assumptions and absorptions of the property in the Service Area by End Users. The Financial Plan anticipates that the Districts will acquire, construct, and complete all Public Improvements needed to serve the Service Area.

The Financial Plan demonstrates that the Districts will have the financial ability to discharge all Debt to be issued as part of the Financial Plan on a reasonable basis. Furthermore, the Districts will secure the certification of an External Financial Advisor who will provide an opinion as to whether such Debt issuances are in the best interest of the Districts at the time of issuance.

B. Mill Levies.

It is anticipated that the Districts will impose a Debt Mill Levy and an Operating Mill Levy on all property within the Service Area. In doing so, the following shall apply:

1. Aggregate Mill Levy Maximum

The Aggregate Mill Levy shall not exceed in any year the Aggregate Mill Levy Maximum, which is fifty (50) mills.

2. Regional Mill Levy Not Included in Other Mill Levies

The Regional Mill Levy shall not be counted against the Aggregate Mill Levy Maximum.

3. Operating Mill Levy

The Districts may each impose an Operating Mill Levy of up to fifty (50) mills until the District imposes a Debt Mill Levy. Once a District imposes a Debt Mill Levy of any amount, that District’s Operating Mill Levy shall not exceed ten (10) mills at any point.

4. Gallagher Adjustments

In the event the State’s method of calculating assessed valuation for the Taxable Property changes after January 1, 2019, or any constitutionally mandated tax credit, cut or abatement takes effect after January 1, 2019, the Districts’ Aggregate Mill Levy, Debt Mill Levy, Operating Mill Levy, and Aggregate Mill Levy Maximum, amounts herein provided may be increased or decreased to reflect such changes; such increases or decreases shall be determined
by the Districts’ Boards in good faith so that to the extent possible, the actual tax revenues generated by such mill levies, as adjusted, are neither enhanced nor diminished as a result of such change occurring after January 1, 2019. For purposes of the foregoing, a change in the ratio of actual valuation to assessed valuation will be a change in the method of calculating assessed valuation.

5. **Excessive Mill Levy Pledges**

Any Debt issued with a mill levy pledge, or which results in a mill levy pledge, that exceeds the Aggregate Mill Levy Maximum or the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan and shall not be an authorized issuance of Debt unless and until such material modification has been approved by a Service Plan Amendment.

6. **Refunding Debt**

The Maximum Debt Mill Levy Imposition Term may be exceeded for Debt refunding purposes if: (1) a majority of the issuing District’s Board is composed of End Users and have voted in favor of a refunding of a part or all of the Debt; or (2) such refunding will result in a net present value savings.

7. **Maximum Debt Authorization**

The Districts anticipate approximately $30,131,965 in project costs in 2019 dollars as set forth in Exhibit F and anticipate issuing approximately $16,000,000 in Debt to pay such costs as set forth in Exhibit H, which Debt issuance amount shall be the amount of the Maximum Debt Authorization. In addition, a District shall not issue any Debt unless and until delivery of the District’s Public Benefits have been secured as required in Section IV.B of this Service Plan. The Districts collectively shall not issue Debt in excess of the Maximum Debt Authorization. Bonds which have been refunded shall not count against the Maximum Debt Authorization. The Districts must obtain from the City Council a Service Plan Amendment prior to issuing Debt in excess of the Maximum Debt Authorization.

C. **Maximum Voted Interest Rate and Underwriting Discount.**

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. The maximum interest rate on any Debt, including any defaulting interest rate, is not permitted to exceed twelve percent (12%). The maximum underwriting discount shall be three percent (3%). Debt, when issued, will comply with all relevant requirements of this Service Plan, the Special District Act, other applicable State law and federal law as then applicable to the issuance of public securities.

D. **Interest Rate and Underwriting Discount Certification.**

The Districts shall retain an External Financial Advisor to provide a written opinion on the market reasonableness of the interest rate on any Debt and any underwriter discount payed
by the Districts as part of a Debt financing transaction. The Districts shall provide this written opinion to the City before issuing any Debt based on it.

E. Disclosure to Purchasers.

In order to notify future End Users who are purchasing residential lots or dwellings units in the Service Area that they will be paying, in addition to the property taxes owed to other taxing governmental entities, the property taxes imposed under the Debt Mill Levy, the Operating Mill Levy and possibly the Regional Mill Levy, the Districts shall not be authorized to issue any Debt under this Service Plan until there is included in the Developer’s Approved Development Plan provisions that require the following:

1. That the Developer, and its successors and assigns, shall prepare and submit to the City Manager for his approval a disclosure notice in substantially the form attached hereto as Exhibit H (the “Disclosure Notice”);

2. That when the Disclosure Notice is approved by the City Manager, the Developer shall record the Disclosure Notice in the Larimer County Clerk and Recorders Office; and

3. That the approved Disclosure Notice shall be provided by the Developer, and by its successors and assigns, to each potential End User purchaser of a residential lot or dwelling unit in the Service Area before that purchaser enters into a written agreement for the purchase and sale of that residential lot or dwelling unit.

F. External Financial Advisor.

An External Financial Advisor shall be retained by the Districts to provide a written opinion as to whether any Debt issuance is in the best interest of the issuing District once the total amount of Debt issued by such District exceeds Five Million Dollars ($5,000,000). The External Financial Advisor is to provide advice to the issuing District’s Board regarding the proposed terms and whether Debt conditions are reasonable based upon the status of development within the District, the projected tax base increase in the District, the security offered and other considerations as may be identified by the Advisor. The issuing District shall include in the transcript of any Bond transaction, or other appropriate financing documentation for related Debt instrument, a signed letter from the External Financial Advisor providing an official opinion on the structure of the Debt, stating the Advisor’s opinion that the cost of issuance, sizing, repayment term, redemption feature, couponing, credit spreads, payment, closing date, and other material transaction details of the proposed Debt serve the best interest of the issuing District.

Debt shall not be undertaken by the Districts if found to be unreasonable by the External Financial Advisor.

G. Disclosure to Debt Purchasers.

Any Debt of the Districts shall set forth a statement in substantially the following form:
By acceptance of this instrument, the owner of this Debt agrees and consents to all of the limitations with respect to the payment of the principal and interest on this Debt contained herein, in the resolution of the District authorizing the issuance of this Debt and in the Service Plan of the District. This Debt is not and cannot be a Debt of the City of Fort Collins.

Similar language describing the limitations with respect to the payment of the principal and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a Developer of property within the Service Area.

H. Security for Debt.

The Districts shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the City of payment of any of the Districts’ obligations; nor shall anything in the Service Plan be construed to create any responsibility or liability on the part of the City in the event of default by the Districts in the payment of any such obligation.

I. TABOR Compliance.

The Districts shall comply with the provisions of TABOR. In the discretion of the Districts’ Boards, the Districts may set up other qualifying entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by a District will remain under the control of the District’s Board.

J. Districts’ Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the Districts’ organization and initial operations, are anticipated to be One Hundred Thousand Dollars ($100,000), which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the Districts will require operating funds for administration and to plan and cause the Public Improvements to be operated and maintained. The first year’s operating budget is estimated to be Fifty Thousand Dollars ($50,000).

Ongoing administration, operations and maintenance costs may be paid from property taxes collected through the imposition of an Operating Mill Levy, subject to the limitations set forth in Section IX.B.3, as well as from other revenues legally available to the Districts.

X. REGIONAL IMPROVEMENTS

The Districts shall be authorized to provide for the planning, design, acquisition, funding, construction, installation, relocation, redevelopment, administration and overhead costs related to
the provision of Regional Improvements. At the discretion of the City, the Districts shall impose a Regional Improvement Mill Levy on all property within the Districts’ Boundaries and any properties thereafter included in the Boundaries under the following terms:

A. Regional Mill Levy Authority.

The Districts shall seek the authority to impose an additional Regional Mill Levy of five (5) mills as part of the Districts’ initial TABOR election. The Districts shall also seek from the electorate in that election the authority under TABOR to enter into an intergovernmental agreement with the City obligating the Districts to pay as a multiple-fiscal year obligation the proceeds from the Regional Mill Levy to the City. Obtaining such voter-approval of this intergovernmental agreement shall be a precondition to the Districts issuing any Debt and imposing the Debt Mill Levy, the Operating Mill Levy and Fees for the repayment of Debt under this Service Plan.

B. Regional Mill Levy Imposition.

The Districts shall each impose the Regional Mill Levy at a rate not to exceed five (5) mills within one year of receiving written notice from the City Manager to the Districts requesting the imposition of the Regional Mill Levy and stating the mill rate to be imposed.

C. City Notice Regarding Regional Improvements.

Such notice from the City shall provide a description of the Regional Improvements to be constructed and an analysis explaining how the Regional Improvements will be beneficial to property owners within the Service Area. The City shall make a good faith effort to require that planned developments that (i) are adjacent to the Service Area and (ii) will benefit from the Regional Improvement also impose a Regional Mill Levy, to the extent possible.

D. Regional Improvements Authorized Under Service Plan.

If so notified by the City Manager, the Regional Improvements shall be considered public improvements that the Districts would otherwise be authorized to design, construct, install re-design, re-construct, repair or replace pursuant to this Service Plan and applicable law.

E. Expenditure of Regional Mill Levy Revenues.

Revenue collected through the imposition of the Regional Mill Levy shall be expended as follows:

1. Intergovernmental Agreement

   If the City and the Districts have executed an intergovernmental agreement concerning the Regional Improvements, then the revenue from the Regional Mill Levy shall be used in accordance with such agreement;

2. No Intergovernmental Agreement
If no intergovernmental agreement exists between the Districts and the City, then the revenue from the Regional Mill Levy shall be paid to the City, for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of Regional Improvements which benefit the End Users of the Districts as prioritized and determined by the City.

**F. Regional Mill Levy Term.**

The imposition of the Regional Mill Levy shall not exceed a term of twenty-five (25) years from December 31 of the tax collection year after which the Regional Mill Levy is first imposed.

**G. Completion of Regional Improvements.**

All Regional Improvements shall be completed prior to the end of the twenty-five (25) year Regional Mill Levy term.

**H. City Authority to Require Imposition.**

The City’s authority to require a District to initiate the imposition of a Regional Mill Levy shall expire fifteen (15) years after December 31st of the year in which said District first imposes a Debt Mill Levy.

**I. Regional Mill Levy Not Included in Other Mill Levies.**

The Regional Mill Levy imposed shall not be applied toward the calculation of the Aggregate Mill Levy Maximum.

**J. Gallagher Adjustment.**

In the event the method of calculating assessed valuation is changed January 1, 2019, or any constitutionally mandated tax credit, cut or abatement takes effect after January 1, 2019, the Regional Mill Levy may be increased or shall be decreased to reflect such changes; such increases or decreases shall be determined by each of the Districts’ Boards in good faith so that to the extent possible, the actual tax revenues generated by the Regional Mill Levy, as adjusted, are neither enhanced nor diminished as a result of such change occurring after January 1, 2019. For purposes of the foregoing, a change in the ratio of actual valuation to assessed valuation will be a change in the method of calculating assessed valuation.

**XI. CITY FEES**

The Districts shall pay all applicable City fees as required by the City Code.

**XII. BANKRUPTCY LIMITATIONS**

All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Aggregate Mill Levy Maximum, Maximum Debt Mill Levy Imposition Term and Fees, have been established under the authority of the City in the Special District Act to approve
this Service Plan. It is expressly intended that by such approval such limitations: (i) shall not be set aside for any reason, including by judicial action, absent a Service Plan Amendment; and (ii) are, together with all other requirements of State law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable non-bankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

XIII. ANNUAL REPORTS AND BOARD MEETINGS

A. General.

Each of the Districts shall be responsible for submitting an annual report to the City Clerk no later than September 1st of each year following the year in which the Orders and Decrees creating the Districts have been issued. The Districts may file a consolidated annual report. The annual report(s) may be made available to the public on the City’s website.

B. Board Meetings.

Each of the Districts’ Boards shall hold at least one public board meeting in three of the four quarters of each calendar year, beginning in the first full calendar year after a District’s creation. This meeting requirement shall not apply until there is at least one End User of property within the District. Also, this requirement shall no longer apply when a majority of the directors on the District’s Board are End Users. Notice for each of these meetings shall be given in accordance with the requirements of the Special District Act and other applicable State Law.

C. Report Requirements.

Unless waived in writing by the City Manager, each of the Districts’ annual report must include the following:

1. **Narrative**

   A narrative summary of the progress of the District in implementing its Service Plan for the report year.

2. **Financial Statements**

   Except when an exemption from audit has been granted for the report year under the Local Government Audit Law, the audited financial statements of the District for the report year including a statement of financial condition (i.e., balance sheet) as of December 31 of the report year and the statement of operation (i.e., revenue and expenditures) for the report year.

3. **Capital Expenditures**

   Unless disclosed within a separate schedule to the financial statements, a summary of the capital expenditures incurred by the District in development of improvements in the report year.
4. **Financial Obligations**

Unless disclosed within a separate schedule to the financial statements, a summary of financial obligations of the District at the end of the report year, including the amount of outstanding Debt, the amount and terms of any new District Debt issued in the report year, the total assessed valuation of all Taxable Property within the Service Area as of January 1 of the report year and the current total District mill levy pledged to Debt retirement in the report year.

5. **Board Contact Information**

The names and contact information of the current directors on the District’s Board, any District manager and the attorney for the District shall be listed in the report. The District’s current office address, phone number, email address and any website address shall also be listed in the report.

6. **Other Information**

Any other information deemed relevant by the City Council or deemed reasonably necessary by the City Manager.

D. **Reporting of Significant Events.**

The annual report of each District shall include information as to any of the following that occurred during the report year:

1. Boundary changes made or proposed to the District’s Boundaries as of December 31 of the report year.

2. Intergovernmental Agreements with other governmental entities, either entered into or proposed as of December 31 of the report year.

3. Copies of the District’s rules and regulations, if any, or substantial changes to the District’s rules and regulations as of December 31 of the report year.

4. A summary of any litigation which involves the District’s Public Improvements as of December 31 of the report year.

5. A list of all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of December 31 of the report year.

6. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument.

7. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

E. **Failure to Submit.**
In the event the annual report is not timely received by the City Clerk or is not fully responsive, notice of such default shall be given to the District’s Board at its last known address. The failure of the District to file the annual report within forty-five (45) days of the mailing of such default notice by the City Clerk may constitute a material modification of the Service Plan, at the discretion of the City Manager.

XIV. SERVICE PLAN AMENDMENTS

This Service Plan is general in nature and does not include specific detail in some instances. The Service Plan has been designed with sufficient flexibility to enable the Districts to provide required improvements, services and facilities under evolving circumstances without the need for numerous amendments. Modification of the general types of improvements and facilities making up the Public Improvements, and changes in proposed configurations, locations or dimensions of the Public Improvements, shall be permitted to accommodate development needs consistent with the then-current Approved Development Plans for the Project and any agreement approved by the City Council pursuant to the Section IV.B of this Service Plan. Any action of one or more of the Districts, which is a material modification of this Service Plan requiring a Service Plan Amendment as provided in in Section XV of this Service Plan or that does not comply with any provision of this Service Plan, shall be deemed to be a material modification to this Service Plan unless otherwise expressly provided in this Service Plan. All other departures from the provisions of this Service Plan shall be considered on a case-by-case basis as to whether such departures are a material modification under this Service Plan or the Special District Act.

XV. MATERIAL MODIFICATIONS

Material modifications to this Service Plan may be made only in accordance with C.R.S. Section 32-1-207 as a Service Plan Amendment. No modification shall be required for an action of the Districts that does not materially depart from the provisions of this Service Plan, unless otherwise provided in this Service Plan.

Departures from the Service Plan that constitute a material modification requiring a Service Plan Amendment include, without limitation:

A. Actions or failures to act that create materially greater financial risk or burden to the taxpayers of the Districts;

B. Performance of a service or function, construction of an improvement, or acquisition of a major facility that is not closely related to an improvement, service, function or facility authorized in the Service Plan;

C. Failure to perform a service or function, construct an improvement or acquire a facility required by the Service Plan; and

D. Failure to comply with any of the prohibitions, limitations and restrictions of this Service Plan.

XVI. DISSOLUTION
Upon independent determination by the City Council that the purposes for which any District was created have been accomplished, said District shall file a petition in district court for dissolution as provided in the Special District Act. In no event shall dissolution occur until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to State law.

In addition, if within three (3) years from the date of the City Council’s approval of this Service Plan no agreement contemplated under Section IV.B of this Service Plan has been entered into by the City with any of the Districts and/or any Developer, despite the parties conducting good faith negotiations attempting to do so, the City may opt to pursue the remedies available to it under C.R.S. Section 32-1-701(3) in order to compel the Districts to dissolve in a prompt and orderly manner. In such event: (i) the limited purposes and powers of the Districts, as authorized herein, shall automatically terminate and be expressly limited to taking only those actions that are reasonably necessary to dissolve; (ii) the Board of each of the Districts will be deemed to have agreed with the City regarding its dissolution without an election pursuant to C.R.S. §32-1-704(3)(b); (iii) the Districts shall take no action to contest or impede the dissolution of the Districts and shall affirmatively and diligently cooperate in securing the final dissolution of the Districts, and (iv) subject to the statutory requirements of the Special District Act, the Districts shall thereupon dissolve.

XVII. SANCTIONS

Should any of the Districts undertake any act without obtaining prior City Council approval or consent or City Manager approval or consent as required in this Service Plan, that constitutes a material modification to this Service Plan requiring a Service Plan Amendment as provided herein or under the Special District Act, or that does not otherwise comply with the provisions of this Service Plan, the City Council may impose one (1) or more of the following sanctions, as it deems appropriate:

A. Exercise any applicable remedy under the Special District Act;

B. Withhold the issuance of any permit, authorization, acceptance or other administrative approval, or withhold any cooperation, necessary for the District’s development or construction or operation of improvements or provision of services;

C. Exercise any legal remedy under the terms of any intergovernmental agreement under which the District is in default; or

D. Exercise any other legal and equitable remedy available under the law, including seeking prohibitory and mandatory injunctive relief against the District, to ensure compliance with the provisions of the Service Plan or applicable law.

XVIII. INTERGOVERNMENTAL AGREEMENT WITH CITY

Each of the Districts and the City shall enter into an intergovernmental agreement, the form of which shall be in substantially the form attached hereto as Exhibit I and incorporated by reference (the “IGA”). However, the City and the Districts may include such additional details, terms and conditions as they deem necessary in connection with the Project and the construction
and funding of the Public Improvements and the Public Benefits. Each of the Districts’ Boards shall approve the IGA at their first board meeting, unless agreed otherwise by the City Manager. Entering into this IGA is a precondition to each of the Districts issuing any Debt or imposing any Debt Mill Levy, Operating Mill Levy or Fee for the payment of Debt under this Service Plan. In addition, failure of any of the Districts to enter into the IGA as required herein shall constitute a material modification of this Service Plan and subject the District to the sanctions in Section XVII of this Service Plan. The City and the Districts may amend the IGA from time-to-time provided such amendment is not in conflict with any provision of this Service Plan.

XIX. CONCLUSION

It is submitted that this Service Plan, as required by C.R.S. Section 32-1-203(2), establishes that:

A. There is sufficient existing and projected need for organized service in the Service Area to be served by the Districts;

B. The existing service in the Service Area to be served by the Districts is inadequate for present and projected needs;

C. The Districts are capable of providing economical and sufficient service to the Service Area; and

D. The Service Area does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

XX. RESOLUTION OF APPROVAL

The Districts agree to incorporate the City Council’s resolution approving this Service Plan, including any conditions on any such approval, into the copy of the Service Plan presented to the District Court for and in Larimer County, Colorado.
EXHIBIT A-1

LEGAL DESCRIPTION OF DISTRICT NO. 1 BOUNDARIES
Description Exhibit

A portion of the Southeast 1/4 of Section 1, Township 7 North, Range 69 West of the 6th P.M., City of Fort Collins, County of Larimer, State of Colorado:

Considering the East line of the Southeast 1/4 of Section 1, Township 7 North, Range 69 West of the 6th P.M., as bearing N 00°16’34” E, and with all bearings contained herein being relative thereto.

COMMENCING at the Southeast corner of Section 1, Township 7 North, Range 69 West of the 6th P.M.;
thence N 00°16’34” E for a distance of 1067.36 feet along the East line of the Southeast 1/4 of said Section 1;
thence N 89°43’26” W for a distance of 50.00 feet to a point on the Westerly right-of-way line of North Lemay Avenue;
thence N 85°25’31” W for a distance of 1687.59 feet to the POINT OF BEGINNING - D1;
thence N 89°11’25” W for a distance of 19.00 feet;
thence N 00°48’35” E for a distance of 9.00 feet;
thence S 89°11’25” E for a distance of 19.00 feet;
thence S 00°48’35” W for a distance of 9.00 feet to the Point of Beginning - D1.

Containing 171 sq. ft. more or less.

Written by M. Bryan Short, Colorado PLS 32444

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

Packet Pg. 701
NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.
EXHIBIT A-2

LEGAL DESCRIPTION OF DISTRICT NO. 2 BOUNDARIES
Description Exhibit

A portion of the Southeast \( \frac{1}{4} \) of Section 1, Township 7 North, Range 69 West of the 6th P.M., City of Fort Collins, County of Larimer, State of Colorado:

Considering the East line of the Southeast \( \frac{1}{4} \) of Section 1, Township 7 North, Range 69 West of the 6th P.M., as bearing N 00°16'34" E, and with all bearings contained herein being relative thereto.

COMMENCING at the Southeast corner of Section 1, Township 7 North, Range 69 West of the 6th P.M.:
- thence N 00°16'34" E for a distance of 1067.36 feet along the East line of the Southeast \( \frac{1}{4} \) of said Section 1;
- thence N 89°43'26" W for a distance of 50.00 feet to a point on the Westerly right-of-way line of North Lemay Avenue to the POINT OF BEGINNING, said point also being "Point A";
- thence N 89°43'26" W for a distance of 1543.20 feet to a point of a tangent curve, concave to the North, having a radius of 8500.00 feet, a chord bearing of N 87°56'46" W and a chord length of 527.39 feet;
- thence Westerly along the arc of said curve for a distance of 527.47 feet through a central angle of 3°33'20" to a point of tangency;
- thence N 86°10'06" W for a distance of 60.78 feet to the approximate centerline of Lake Canal Ditch;
- thence N 47°26'34" E for a distance of 1872.56 feet along said ditch centerline;
- thence S 41°24'11" E for a distance of 160.98 feet to a point of a non-tangent curve, concave to the Southeast, having a radius of 640.73 feet, a chord bearing N 65°12'14" E and a chord length of 334.72 feet;
- thence Northeasterly along the arc of said curve for a distance of 338.65 feet, through a central angle of 30°16'59" to a point of non-tangency;
- thence N 80°24'34" E for a distance of 111.00 feet to a point of a non-tangent curve, concave to the South, having a radius of 766.41 feet, a chord bearing N 80°20'34" E and a chord length of 131.82 feet;
- thence Easterly along the arc of said curve for a distance of 131.98 feet, through a central angle of 9°52'01" to a point of tangency;
- thence S 89°43'26" W for a distance of 106.87 feet to a point on the aforesaid Westerly right-of-way line of North Lemay Avenue;
- thence S 00°16'34" W for a distance of 1345.19 feet along said Westerly right-of-way line to the Point of Beginning.

EXCEPT that portion described as follows:

COMMENCING at the aforesaid "Point A."
- thence N 85°25'31" W for a distance of 1687.59 feet to the POINT OF BEGINNING - D1;
- thence N 89°11'25" W for a distance of 19.00 feet;
- thence N 00°48'35" E for a distance of 9.00 feet;
- thence S 89°11'25" E for a distance of 19.00 feet;
- thence S 00°48'35" W for a distance of 9.00 feet to the Point of Beginning - D1.

ALSO EXCEPT that portion described as follows:

COMMENCING at the aforesaid "Point A."
- thence N 84°48'57" W for a distance of 1688.87 feet to the POINT OF BEGINNING - D3;
- thence N 89°11'25" W for a distance of 19.00 feet;
- thence N 00°48'35" E for a distance of 9.00 feet;
- thence S 89°11'25" E for a distance of 19.00 feet;
- thence S 00°48'35" W for a distance of 9.00 feet to the Point of Beginning - D3.

Containing 43.074 acres more or less.

Written by M. Bryan Short, Colorado PLS 32444

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.
District 2
\[ \pm 43.074 \text{ acres} \]

**Description Exhibit**

**Line Table**

<table>
<thead>
<tr>
<th>Line #</th>
<th>Length</th>
<th>Bearing</th>
</tr>
</thead>
<tbody>
<tr>
<td>L1</td>
<td>60.78'</td>
<td>N 86°10'06&quot; W</td>
</tr>
<tr>
<td>L2</td>
<td>160.98'</td>
<td>S 41°24'11&quot; E</td>
</tr>
<tr>
<td>L3</td>
<td>111.00'</td>
<td>N 85°24'34&quot; E</td>
</tr>
<tr>
<td>L4</td>
<td>106.87'</td>
<td>S 89°43'26&quot; E</td>
</tr>
<tr>
<td>L5</td>
<td>19.00'</td>
<td>N 89°11'25&quot; W</td>
</tr>
<tr>
<td>L6</td>
<td>9.00'</td>
<td>N 00°48'35&quot; E</td>
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<tr>
<td>L7</td>
<td>19.00'</td>
<td>S 89°11'25&quot; E</td>
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<tr>
<td>L8</td>
<td>9.00'</td>
<td>S 00°48'35&quot; E</td>
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<tr>
<td>L9</td>
<td>19.00'</td>
<td>N 89°11'25&quot; W</td>
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<tr>
<td>L10</td>
<td>9.00'</td>
<td>N 00°48'35&quot; E</td>
</tr>
<tr>
<td>L11</td>
<td>19.00'</td>
<td>S 89°11'25&quot; E</td>
</tr>
<tr>
<td>L12</td>
<td>9.00'</td>
<td>S 00°48'35&quot; W</td>
</tr>
</tbody>
</table>

**Curve Table**

<table>
<thead>
<tr>
<th>Curve #</th>
<th>Length</th>
<th>Radius</th>
<th>Delta</th>
<th>Chord Bearing</th>
<th>Chord Length</th>
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</thead>
<tbody>
<tr>
<td>C1</td>
<td>527.47'</td>
<td>8500.00'</td>
<td>3°33'20&quot;</td>
<td>N 87°56'46&quot; W</td>
<td>527.39'</td>
</tr>
<tr>
<td>C2</td>
<td>338.65'</td>
<td>640.73'</td>
<td>30°16'59&quot;</td>
<td>N 65°12'14&quot; E</td>
<td>334.72'</td>
</tr>
<tr>
<td>C3</td>
<td>131.98'</td>
<td>768.41'</td>
<td>9°52'01&quot;</td>
<td>N 85°20'34&quot; E</td>
<td>131.82'</td>
</tr>
</tbody>
</table>

**NOTICE:** According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown heron.
EXHIBIT A-3

LEGAL DESCRIPTION OF DISTRICT NO. 3 BOUNDARIES
Description Exhibit

A portion of the Southeast 1/4 of Section 1, Township 7 North, Range 69 West of the 6th P.M., City of Fort Collins, County of Larimer, State of Colorado:

Considering the East line of the Southeast 1/4 of Section 1, Township 7 North, Range 69 West of the 6th P.M., as bearing N 00°16'34" E, and with all bearings contained herein being relative thereto.

COMMENCING at the Southeast corner of Section 1, Township 7 North, Range 69 West of the 6th P.M.;
then N 00°16'34" E for a distance of 1067.36 feet along the East line of the Southeast 1/4 of said Section 1;
then N 89°43'26" W for a distance of 50.00 feet to a point on the Westerly right-of-way line of North Lemay Avenue to the POINT OF BEGINNING, said point also being "Point A";
then N 89°43'26" W for a distance of 1543.20 feet to a point of a tangent curve, concave to the North, having a radius of 8500.00 feet, a chord bearing of N 87°56'46" W and a chord length of 527.39 feet;
then Westerly along the arc of said curve for a distance of 527.47 feet, through a central angle of 3°33'20" to a point of tangency;
then N 86°10'06" W for a distance of 60.78 feet to the approximate centerline of Lake Canal Ditch;
then S 47°26'34" W for a distance of 129.78 feet along said ditch centerline;
then S 43°44'54" W for a distance of 174.33 feet along said ditch centerline;
then S 30°52'19" W for a distance of 74.72 feet along said ditch centerline;
then S 86°10'06" E for a distance of 1478.15 feet to the West line of the ALTA VISTA SUBDIVISION, public records County of Larimer, State of Colorado;
then N 00°22'54" E for a distance of 100.00 feet along said West line to the North line of said ALTA VISTA SUBDIVISION;
then S 89°37'06" E for a distance of 625.00 feet along said North line to the East line of said ALTA VISTA SUBDIVISION;
then S 00°48'35" W for a distance of 100.26 feet along said East line;
then S 89°46'46" E for a distance of 527.47 feet, through a central angle of 3°33'20" to a point of tangency;
then N 00°16'34" E for a distance of 259.17 feet along said Westerly right-of-way line to the Point of Beginning.

AND that portion described as follows;

COMMENCING at the aforesaid "Point A";
then N 84°48'57" W for a distance of 1688.87 feet to the POINT OF BEGINNING - D3;
then N 89°11'25" W for a distance of 19.00 feet;
then N 00°48'35" E for a distance of 9.00 feet;
then S 89°11'25" W for a distance of 19.00 feet;
then S 00°48'35" W for a distance of 9.00 feet to the Point of Beginning - D3.

Containing 12.185 acres more or less.

Written by M. Bryan Short, Colorado PLS 32444
### Description Exhibit

**POINT OF BEGINNING**

1. **Point A**

**Point of Commencement**

West right-of-way line

North Lemay Avenue

District 3

- ±12.185 acres
- 625.00' ± 12.185 acres
- 281.38' ± 12.185 acres
- 1478.15' ± 12.185 acres

**ALTA VISTA SUBDIVISION**

- North line of ALTA VISTA SUBDIVISION
- East line of ALTA VISTA SUBDIVISION
- West line of ALTA VISTA SUBDIVISION

**NOTICE:** According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

---

**Scale:** 1 inch = 200 feet

### Table

<table>
<thead>
<tr>
<th>#</th>
<th>Date</th>
<th>Revisions</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**Prepared for:**

- Highland Development Services, Inc.
- PLS Corporation

**Address:**
- 532 West 66th Street
- Loveland, Colorado 80538
- Office 970.669.2100 - Info@plscorporation.com
EXHIBIT B-1

DISTRICT NO. 1 BOUNDARY MAP
EXHIBIT B-2

DISTRICT NO. 2 BOUNDARY MAP
LEGEND

NORTHFIELD METRO DISTRICT BOUNDARY

DISTRICT 2
1,876,098 SQ. FT.
43.07 AC.

EAST ¼ CORNER
SECTION 1-T7N-R69W

DISTRICT 2 AREA BOUNDARY MAP

SCALE 1" = 300'

Date: 04/26/19
Scale (H): 1" = 30'
Drawn By: MBR
HDS Proj # 18-1000

Packet Pg. 712
EXHIBIT B-3

DISTRICT NO. 3 BOUNDARY MAP

B-3-1
LEGEND

NORTHFIELD METRO DISTRICT BOUNDARY

FUTURE COMMERCIAL DEVELOPMENT. SITE LAYOUT IS PRELIMINARY

DISTRICT 3
171 SQ. FT.
0.004 AC.

DISTRICT 3 ENLARGEMENT
SCALE: 1" = 100'

DISTRICT 3 BOUNDARY
SEE ENLARGEMENT ABOVE

NORTHFIELD METRO DISTRICT BOUNDARY

DISTRICT 3
531,283 SQ. FT.
12.20 AC.

DISTRICT 3 ENLARGEMENT
SCALE: 1" = 300'

EAST & CORNER
SECTION 1-T7N-R69W

N. LEMAY AVENUE

E. SUNIGA ROAD

SCALE 1" = 300'

OVERALL DISTRICT BOUNDARY

SOUTHEAST CORNER
SECTION 1-T7N-R69W
### Summary Estimate of Preliminary District Expenditures

**BASIC PUBLIC IMPROVEMENT COSTS FOR NORTHFIELD METRO DISTRICT NOS. 1-3**

- **Design Engineer:** K. Brigman
- **Design Firm:** Highland Development Services
- **Project Number:** 18-1000-00
- **Date:** August 23, 2019

The units and cost below are best assumptions based on the level of information available at this time in design. Street section in reference to LCUASS Connector Local street section, and pavement section in reference to geotech report.

#### Public Improvements

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Quantity</th>
<th>Units</th>
<th>Unit Cost</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Grading/Miscellaneous</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Note: Quantities in this subcategory reflect public portion of site (80.5%)</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Mobilization / General Conditions</td>
<td>0.805</td>
<td>LS</td>
<td>$1,500,000.00</td>
<td>$1,207,500.00</td>
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<tr>
<td></td>
<td>Clearing, Grubbing, and Topsoil Stripping</td>
<td>45</td>
<td>AC</td>
<td>$12,000.00</td>
<td>$540,960.00</td>
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<td></td>
<td>Earthwork (cut/fill/place)</td>
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<td>CY</td>
<td>$6.00</td>
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<td>Import Fill Dirt</td>
<td>161,000</td>
<td>CY</td>
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<td>$2,415,000.00</td>
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<td>Erosion Control / Traffic Control</td>
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<td>LS</td>
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<tr>
<td></td>
<td><strong>Subtotal</strong></td>
<td></td>
<td></td>
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<td>$5,391,085.00</td>
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| 2   | **Roadway Improvements**                                                    |          |       |           |           |
|     | Metro District Owned Drives (24' Section)                                   |          |       |           |           |
|     | Metro District Owned Drives (26' Section)                                   |          |       |           |           |
|     | Connector Local Street (36' Section)                                        | 4,264    | LF    | $205.00    | -         |
|     | Connector Local Street with Median (65' Section)                            | 450      | LF    | $430.00    | $1,833,520.00 |
|     | On-Site Suniga Rd 2-lane Connector w/ Median (65' Section)                  | 2,160    | LF    | $346.00    | $747,360.00 |
|     | Off-Site Suniga Rd 4-lane Arterial Upsizing (83' Section)                   |          |       |           |           |
|     | Street Lighting                                                             | 1        | LS    | $250,000.00 | $250,000.00 |
|     | **Subtotal**                                                                |          |       |           | $3,103,380.00 |

| 3   | **Potable Waterline Improvements**                                          |          |       |           |           |
|     | 6" Waterline                                                               | 2,260    | LF    | $50.00     | $113,000.00 |
|     | 8" Waterline                                                               | 7,760    | LF    | $65.00     | $504,000.00 |
|     | 10" Waterline                                                              |          | LF    | $85.00     | -         |
|     | 12" Waterline                                                              |          | LF    | $100.00    | -         |
|     | Utility Borings                                                            |          | LF    | $2,000.00  | -         |
|     | Raw Water Requirements                                                     |          | LS    | -          | -         |
|     | **Subtotal**                                                                |          |       |           | $617,400.00 |

| 4   | **Sanitary Sewer Improvements**                                            |          |       |           |           |
|     | 8" Sanitary Sewer                                                          | 6,356    | LF    | $90.00     | $572,040.00 |
|     | 10" Sanitary Sewer                                                         | 1,484    | LF    | $100.00    | $148,400.00 |
|     | 12" Sanitary Sewer                                                         |          | LF    | $112.00    | -         |
|     | 8" Subdrain                                                                |          | LF    | $75.00     | -         |
|     | Existing 15" to 18" Sanitary Sewer Upsize                                  |          | LF    | $150.00    | -         |
|     | Existing 18" to 24" Sanitary Sewer Upsize                                  |          | LF    | $180.00    | -         |
|     | **Subtotal**                                                                |          |       |           | $720,440.00 |

| 5   | **Storm Drainage Improvements**                                            |          |       |           |           |
|     | RCP Storm Sewer                                                            | 7,890    | LF    | $190.00    | $1,499,100.00 |
|     | Outlet/Control Structure                                                   | 9        | EA    | $10,000.00 | $90,000.00  |
|     | LID Infiltration Galleries                                                 | 3        | EA    | $100,000.00 | $300,000.00 |
|     | **Subtotal**                                                                |          |       |           | $1,889,100.00 |
### Open Space, Parks, and Trails

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Subtotal: $1,010,000.00

### Admin. / Design / Permitting / Etc.

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Subtotal: $3,566,000.00

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Total Cost: $19,556,890.00
## Summary Estimate of Preliminary District Expenditures

### NON-BASIC PUBLIC IMPROVEMENT COSTS FOR NORTHFIELD METRO DISTRICT NOS. 1-3

**Design Engineer:** K. Brigman  
**Design Firm:** Highland Development Services  
**Project Number:** 18-1000-00  
**Date:** August 23, 2019

The units and cost below are best assumptions based on the level of information available at this time in design. Street section in reference to LCUASS Connector Local street section, and pavement section in reference to geotech report.

### Public Improvements

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### 6 Open Space, Parks, and Trails

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- **Infrastructure Subtotal**: $8,787,310.00
- **Contingency (20%)**: $1,757,465.00
- **Total Cost**: $10,544,775.00
EXHIBIT E

PUBLIC IMPROVEMENT MAPS
NORTHFIELD METRO DISTRICT BOUNDARY
WATER LINE - 8" PVC
ALL WATER OWNED AND MAINTAINED
BY FORT COLLINS UTILITIES
EXISTING WATER LINE (SIZE AS LABELED)
EXHIBIT F
FINANCIAL PLAN
### NORTHEAST METROPOLITAN DISTRICT

**Development Projection at 40,000 (target) Mills for Debt Service -- Service Plan**

Series 2030, G.O. Bonds, Pay & Cancel Refg of (proposed) Series 2020 + New Money, Assumes Investment Grade, 100x, 30-yr. Maturity

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NORTHFIELD METROPOLITAN DISTRICT
Development Projection at 40.000 (target) Mills for Debt Service -- Service Plan
Series 2030, GO Bonds, Pay & Cancel Refg of (proposed) Series 2020 + New Money, Assumes Investment Grade, 100x, 30-yr. Maturity

Prepared by D.A. Davidson & Co.
Draft: For discussion purposes only.

Attachment: Resolution 2019-101 (9091: Northfield Metropolitan District Development Agreement)
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|                      | 40             | 180       | 139         | 16          | 65                    | 2                          | 442          | 2,679         |

### Commercial Development

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MV @ Full Buildout

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$153,596,962

$602,775

$602,775

**Notes:**
- Platted/Dev Lots = 10% MV: one yr prior
- Base MV $ inflated 2% per annum

---

Packet Pg. 732

Attachment: Resolution 2019-101 (9091 : Northfield Metropolitan District Development Agreement)
### Northfield Metropolitan District

**Development Projection — Buildout Plan (updated 4/25/19)**

#### Residential Development

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<th>YEAR</th>
<th># Lots Developed</th>
<th># Lots Completed</th>
<th># Units Value @ Completed</th>
<th># Units Inflated @ Completed</th>
<th>Finished Lot # Units Value</th>
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| 2018 | 40               | 0                | 12,440,320                | 180                         | 68,149,352                | 139                         | 56,197,656   | 16            | 5,160,890    |
| 2019 | 40               | 0                | 12,440,320                | 180                         | 68,149,352                | 139                         | 56,197,656   | 16            | 5,160,890    |
## Residential Summary

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### Notes
- Development Projection — Buildout Plan (updated 4/25/19)
- Prepared by D.A. Davidson & Co.
- Northfield Metropolitan District Development Agreement
## NORTHFIELD METROPOLITAN DISTRICT

Development Projection – Buildout Plan (updated 4/25/19)

### Commercial Development

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[1] Adj. to actual/prelim. AV
SOURCES AND USES OF FUNDS

NORTHFIELD METROPOLITAN DISTRICT
GENERAL OBLIGATION BONDS, SERIES 2020
40,000 (target) Mills
Non-Rated, 100x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)
[ Preliminary -- for discussion only ]

Dated Date 12/01/2020
Delivery Date 12/01/2020

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## BOND SUMMARY STATISTICS

**NORTHFIELD METROPOLITAN DISTRICT**  
**GENERAL OBLIGATION BONDS, SERIES 2020**  
40,000 (target) Mills  
Non-Rated, 100x, 30-yr. Maturity  
(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)  
[Preliminary -- for discussion only]

- **Dated Date**: 12/01/2020  
- **Delivery Date**: 12/01/2020  
- **First Coupon**: 06/01/2021  
- **Last Maturity**: 12/01/2050

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**BOND DEBT SERVICE**

**NORTHFIELD METROPOLITAN DISTRICT**

**GENERAL OBLIGATION BONDS, SERIES 2020**

40,000 (target) Mills

Non-Rated, 100x, 30-yr. Maturity

(SERVICE PLAN: Full Growth + 6.0% Bi-Reassessment Projections)

[Preliminary -- for discussion only]

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10,020,000  12,021,750  22,041,750  22,041,750
## NET DEBT SERVICE

**NORTHFIELD METROPOLITAN DISTRICT**

**GENERAL OBLIGATION BONDS, SERIES 2020**

**40,000 (target) Mills**

Non-Rated, 100x, 30-yr. Maturity

(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)

[ Preliminary -- for discussion only ]

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Total: 10,020,000  12,021,750  22,041,750  918,406.25  1,503,000  19,620,343.75
BOND SOLUTION
NORTHFIELD METROPOLITAN DISTRICT
GENERAL OBLIGATION BONDS, SERIES 2020
40,000 (target) Mills
Non-Rated, 100x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)
[ Preliminary -- for discussion only ]

<table>
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<td>883,101</td>
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10,020,000 22,041,750 -2,421,406 19,620,344 19,827,510 207,167

Packet Pg. 740
### SOURCES AND USES OF FUNDS

**NORTHFIELD METROPOLITAN DISTRICT**  
**GENERAL OBLIGATION REFUNDING BONDS, SERIES 2030**  
**Pay & Cancel Refunding of (proposed) Series 2020 + New Money**  
**40,000 (target) Mills**  
**Assumes Investment Grade, 100x, 30-yr. Maturity**  
**(SERVICE PLAN: Full Growth + 6% Bi-Reassessment Projections)**  
*[Preliminary -- for discussion only]*

**Dated Date**: 12/01/2030  
**Delivery Date**: 12/01/2030

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<th>Source</th>
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<td>Par Amount</td>
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<td>Other Sources of Funds:</td>
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<td>Funds on Hand*</td>
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<tr>
<td>Series 2020 - DSRF</td>
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<td>1,073,406.00</td>
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<td>15,943,406.00</td>
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#### Uses:

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<td>Capitalized Interest Fund</td>
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<td>Delivery Date Expenses:</td>
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<td>Underwriter's Discount</td>
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[*] Estimated balances, (tbd).
BOND SUMMARY STATISTICS

NORTHFIELD METROPOLITAN DISTRICT
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2030
Pay & Cancel Refunding of (proposed) Series 2020 + New Money
40.000 (target) Mills
Assumes Investment Grade, 100x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 6% Bi-Reassessment Projections)
[ Preliminary -- for discussion only ]

Dated Date 12/01/2030
Delivery Date 12/01/2030
First Coupon 06/01/2031
Last Maturity 12/01/2060

Arbitrage Yield 4.000000%
True Interest Cost (TIC) 4.035170%
Net Interest Cost (NIC) 4.000000%
All-In TIC 4.131013%
Average Coupon 4.000000%

Average Life (years) 22.217
Weighted Average Maturity (years) 22.217
Duration of Issue (years) 14.526

Par Amount 14,870,000.00
Bond Proceeds 14,870,000.00
Total Interest 13,214,800.00
Net Interest 13,289,150.00
Bond Years from Dated Date 330,370,000.00
Bond Years from Delivery Date 330,370,000.00
Total Debt Service 28,084,800.00
Average Annual Debt Service 936,160.00

Underwriter's Fees (per $1000)
Average Takedown
Other Fee 5.000000

Total Underwriter's Discount 5.000000

Bid Price 99.500000

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<th>Par Value</th>
<th>Price</th>
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<th>Average Life</th>
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<th>TIC</th>
<th>All-In TIC</th>
<th>Arbitrage Yield</th>
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<td>14,870,000.00</td>
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<td>+ Accrued Interest</td>
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<tr>
<td>+ Premium (Discount)</td>
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<tr>
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<td>-74,350.00</td>
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<td>4.131013%</td>
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20.1

BOND DEBT SERVICE
NORTHFIELD METROPOLITAN DISTRICT
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2030
Pay & Cancel Refunding of (proposed) Series 2020 + New Money
40.000 (target) Mills
Assumes Investment Grade, 100x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 6% Bi-Reassessment Projections)
[ Preliminary -- for discussion only ]

06/01/2031
12/01/2031
06/01/2032
12/01/2032
06/01/2033
12/01/2033
06/01/2034
12/01/2034
06/01/2035
12/01/2035
06/01/2036
12/01/2036
06/01/2037
12/01/2037
06/01/2038
12/01/2038
06/01/2039
12/01/2039
06/01/2040
12/01/2040
06/01/2041
12/01/2041
06/01/2042
12/01/2042
06/01/2043
12/01/2043
06/01/2044
12/01/2044
06/01/2045
12/01/2045
06/01/2046
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06/01/2047
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06/01/2048
12/01/2048
06/01/2049
12/01/2049
06/01/2050
12/01/2050
06/01/2051
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06/01/2056
12/01/2056
06/01/2057
12/01/2057
06/01/2058
12/01/2058
06/01/2059
12/01/2059
06/01/2060
12/01/2060

Principal

Coupon

25,000

4.000%

25,000

4.000%

65,000

4.000%

65,000

4.000%

110,000

4.000%

115,000

4.000%

160,000

4.000%

165,000

4.000%

220,000

4.000%

225,000

4.000%

285,000

4.000%

295,000

4.000%

355,000

4.000%

370,000

4.000%

440,000

4.000%

455,000

4.000%

530,000

4.000%

550,000

4.000%

630,000

4.000%

660,000

4.000%

745,000

4.000%

775,000

4.000%

875,000

4.000%

910,000

4.000%

1,015,000

4.000%

1,060,000

4.000%

1,175,000

4.000%

1,220,000

4.000%

1,350,000

4.000%

14,870,000

Interest

Debt
Service

297,400
297,400
297,400
297,400
296,900
296,900
296,400
296,400
295,100
295,100
293,800
293,800
291,600
291,600
289,300
289,300
286,100
286,100
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195,700
195,700
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182,500
167,600
167,600
152,100
152,100
134,600
134,600
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116,400
96,100
96,100
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51,400
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322,400
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295,100
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255,200
625,200
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687,800
239,000
694,000
229,900
759,900
219,300
769,300
208,300
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855,700
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927,500
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942,600
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96,100
1,156,100
74,900
1,249,900
51,400
1,271,400
27,000
1,377,000

13,214,800

28,084,800

Apr 25, 2019 11:11 am Prepared by D.A, Davidson & Co Quantitative Group~PM

Annual
Debt
Service

Attachment: Resolution 2019-101 (9091 : Northfield Metropolitan District Development Agreement)

Period
Ending

594,800
619,800
618,800
657,800
655,200
697,600
698,200
738,600
737,200
785,600
781,800
832,800
831,400
879,600
880,400
935,600
933,000
989,800
988,600
1,046,600
1,051,400
1,110,000
1,110,200
1,179,200
1,179,200
1,247,800
1,252,200
1,324,800
1,322,800
1,404,000
28,084,800

(Northfield MD 18:CAPR2519-30IGSPC,30IGSPC)

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# NET DEBT SERVICE

NORTHFIELD METROPOLITAN DISTRICT
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2030
Pay & Cancel Refunding of (proposed) Series 2020 + New Money
40,000 (target) Mills
Assumes Investment Grade, 100x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 6% Bi-Reassessment Projections)
[ Preliminary -- for discussion only ]

<table>
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<tr>
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<th>Principal</th>
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<th>Total Debt Service</th>
<th>Capitalized Interest Fund</th>
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<td>618,800</td>
<td>49,566.67</td>
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<tr>
<td>12/01/2034</td>
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<td>657,800</td>
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<tr>
<td>12/01/2035</td>
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<td>12/01/2037</td>
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### SUMMARY OF BONDS REFUNDED

**NORTHFIELD METROPOLITAN DISTRICT**
**GENERAL OBLIGATION REFUNDING BONDS, SERIES 2030**

Pay & Cancel Refunding of (proposed) Series 2020 + New Money

40,000 (target) Mills

Assumes Investment Grade, 100x, 30-yr. Maturity

(Service Plan: Full Growth + 6% Bi-Reassessment Projections)

[Preliminary -- for discussion only]

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9,790,000.00
ESCROW REQUIREMENTS

NORTHFIELD METROPOLITAN DISTRICT
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2030
Pay & Cancel Refunding of (proposed) Series 2020 + New Money
40.000 (target) Mills
Assumes Investment Grade, 100x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 6% Bi-Reassessment Projections)
[ Preliminary -- for discussion only ]

Dated Date 12/01/2030
Delivery Date 12/01/2030

4/25/19: Ser 20 NR SP, 5.00%, 100x, 40mls, FG+6% BiRe

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PRIOR BOND DEBT SERVICE

NORTHFIELD METROPOLITAN DISTRICT
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2030
Pay & Cancel Refunding of (proposed) Series 2020 + New Money
40,000 (target) Mills
Assumes Investment Grade, 100x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 6% Bi-Reassessment Projections)
[Preliminary -- for discussion only]

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9,790,000       7,025,500   16,815,500   16,815,500
BOND SOLUTION
NORTHFIELD METROPOLITAN DISTRICT
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2030
Pay & Cancel Refunding of (proposed) Series 2020 + New Money
40,000 (target) Mills
Assumes Investment Grade, 100x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 6% Bi-Reassessment Projections)
[ Preliminary -- for discussion only ]

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<td>388</td>
<td>100.03686%</td>
</tr>
<tr>
<td>12/01/2052</td>
<td>745,000</td>
<td>1,110,000</td>
<td></td>
<td>1,110,000</td>
<td>1,114,895</td>
<td>4,895</td>
<td>100.44098%</td>
</tr>
<tr>
<td>12/01/2053</td>
<td>775,000</td>
<td>1,110,200</td>
<td></td>
<td>1,110,200</td>
<td>1,114,895</td>
<td>4,695</td>
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<tr>
<td>12/01/2054</td>
<td>875,000</td>
<td>1,179,200</td>
<td></td>
<td>1,179,200</td>
<td>1,181,789</td>
<td>2,589</td>
<td>100.21952%</td>
</tr>
<tr>
<td>12/01/2055</td>
<td>910,000</td>
<td>1,179,200</td>
<td></td>
<td>1,179,200</td>
<td>1,181,789</td>
<td>2,589</td>
<td>100.21952%</td>
</tr>
<tr>
<td>12/01/2056</td>
<td>1,015,000</td>
<td>1,247,800</td>
<td></td>
<td>1,247,800</td>
<td>1,252,696</td>
<td>4,896</td>
<td>100.39236%</td>
</tr>
<tr>
<td>12/01/2057</td>
<td>1,060,000</td>
<td>1,252,200</td>
<td></td>
<td>1,252,200</td>
<td>1,252,696</td>
<td>496</td>
<td>100.03960%</td>
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<tr>
<td>12/01/2058</td>
<td>1,175,000</td>
<td>1,324,800</td>
<td></td>
<td>1,324,800</td>
<td>1,327,858</td>
<td>3,058</td>
<td>100.23080%</td>
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<tr>
<td>12/01/2059</td>
<td>1,220,000</td>
<td>1,322,800</td>
<td></td>
<td>1,322,800</td>
<td>1,327,858</td>
<td>5,058</td>
<td>100.38234%</td>
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<tr>
<td>12/01/2060</td>
<td>1,350,000</td>
<td>1,404,000</td>
<td></td>
<td>1,404,000</td>
<td>1,407,529</td>
<td>3,529</td>
<td>100.25136%</td>
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</tbody>
</table>

14,870,000  28,084,800  -49,567  28,035,233  28,160,762  125,528
The City of Fort Collins (the “City”) and surrounding Larimer County face a significant affordable and attainable housing shortage. Situated on one of the last undeveloped parcels of land within walking distance of Old Town Fort Collins, Northfield Metropolitan District Nos. 1-3 (“Northfield”) will create an affordable and attainable neighborhood woven into the fabric of central Fort Collins and advancing the City’s vision for the future.

The Metropolitan District structure will provide the financing mechanisms that make attaining the City’s stretch outcomes and development objectives possible. Metropolitan District financing would mitigate increased front-end costs of modern development, meaning increased costs are not passed directly to residents at the point of sale, and thus keeping housing unit prices in the affordable and attainable range. Northfield will deliver on these City objectives: Affordable and Attainable Housing; Environmental Sustainability; Critical Public Infrastructure; and Smart Growth Management.

1. **Affordable and Attainable Housing**

The shortage of affordable and attainable housing in Fort Collins is one of the City’s most pressing concerns. Annual housing starts in Fort Collins priced under $400,000 have dropped 45% in the past year. Northfield plans to create housing for the community at prices that are well below average for the area. The Metropolitan District structure is a critical tool for facilitating the
delivery of attainable and affordable housing considering Northfield’s proximity to downtown Fort Collins and higher-than-average land and development costs in this area.

Northfield plans to offer 65 units or approximately 15% of the total project as affordable housing units at 80% AMI or lower. These units would be delivered with legally enforceable guarantees for affordable housing commitments, such as deed restrictions for a minimum of 20 years. As of the submittal of this service plan, Landmark has a signed LOI with Mercy Housing, a very well established affordable, for-rent multifamily builder that has projects around the nation. Although non-binding, this LOI poses a great way that Landmark can deliver on its promise of affordable homes with the approval of a Metro District. A copy of the LOI has been included as an exhibit below. If the affordable housing units are offered as for-rent units, such units will be rented at a price affordable in Larimer County, Colorado, for an AMI of 80% or lower and the average of all rents for those units will at all times reasonably approximate to a Larimer County AMI of 60% or lower.

Additionally, the remaining housing units in the project are expected to be priced in an attainable range, considered by other cities to be between 80% and 120% of AMI.

Proximity to Employment Centers (Employee Counts Shown on Map)

Affordable and attainable housing in Northfield’s central location would provide an extraordinary benefit to the City and its residents. Northfield is located within walking and/or biking distance to some of the largest employment hubs in the City, including City of Fort Collins Municipal Offices, Colorado State University, Woodward, and New Belgium Brewing.
Northfield's proximity to these hubs and its affordable and attainable price points set the project apart from other recent residential developments in Fort Collins. Through Northfield, the City will gain high-quality, attainable housing near the City’s economic and cultural core, helping reduce congestion in the City and provide workforce housing.

2. **Environmental Sustainability**

   (a) **Energy Conservation**

   The Metro District structure will enable the construction of more energy efficient homes. Northfield will commit every home to meeting LEED Gold certification, including the affordable units. LEED measures nine key areas that ensure the entire community, beyond just the individual homes, are meeting and exceeding green materials and practices. These nine areas are sustainable sites, water efficiency, energy and atmosphere, materials and resources, indoor environmental quality, location and linkages, awareness and education, innovation in design, and regional priority. Northfield has engaged the environmental group The Green Insight to help achieve this certification and will be responsible for the inspections throughout the building process to ensure Northfield receives the LEED Gold certifications.
All floorplans for the market rate home have gone through HERS analysis to
determine their energy efficiency. The results are very efficient ratings ranging from 35 to 49.
Increased energy efficient building materials and methods were considered to increase the energy
efficiency of the homes as well as the use of approximately 1kW of solar power for every unit.
According to the HERS index, these homes in Northfield will be 51-65% more energy efficient
than a standard new home and 81-95% more efficient than the average resale home. The HERS
ratings are incorporated into the LEED scores and are part of the entire LEED Gold certification
and standard. The HERS ratings for each product type are as follows:

![Row Houses](image1.png)
HERS Floorplan Ratings: 38-44

![Residences](image2.png)
HERS Floorplan Ratings: 39-43

![Flats](image3.png)
HERS Floorplan Ratings: 35-42

![Brownstones](image4.png)
HERS Floorplan Ratings: 44-49

The City does not currently require the project to include solar power capability or
charging stations for electric vehicles. Northfield plans to include solar panels on every unit.
These buildings will feature a photovoltaic system that will produce approximately 1kW of power
for each unit (3 panels per home at +/- 330 watts per panel). Thus, a 12-unit building will have
roughly 12kW of solar panels.

Energy recovery ventilator (ERV) systems will also be installed on every market
rate unit to improve air quality inside the homes. When homes get very tight due to efficient
construction techniques, the air inside can get stagnant. The ERV system helps bring in fresh outside air and condition it to the inside temperature through an energy efficient recovery core.

Northfield will also deliver a 240V outlet in every garage to provide a place for the electric vehicle fast-charging stations and further encourage residents to drive eco-friendly cars. In addition to the outlets, Northfield will provide electrical vehicle charging stations at parking locations throughout the project, which will be available to residents and the greater community. These charging stations and electrical outlets demonstrate that Northfield is an environmentally friendly community and encourages the use of electric vehicles to help reduce greenhouse gas emissions.

(b) Environmental Conservation

Bordering the Lake Canal Wetlands, Northfield’s design protects and enhances this important ecosystem. The project provides an enhanced setback from the Lake Canal Wetlands to further protect them from new development. The connections over Lake Canal will be constructed with low impact box culverts and abide by and exceed Army Core of Engineers standards for historic protected wetlands.

Northfield will include approximately 26 acres of parks and green spaces, covering approximately 46.9% of the entire project and far exceeding the City’s requirements for open space. These landscaped areas will focus on low-water usage designs. Initial hydro-zone calculations indicate Northfield will use 6.87 gallons of water per square foot, well below the City’s limit of 15 gallons of water per square foot.

(c) Enhanced Community Resiliency

Northfield is located within the City’s Northside Neighborhoods Plan area. One of the City’s goals under that plan is improving stormwater drainage for the Dry Creek and Poudre River Basins to remove lands from the floodplain. The property within Northfield has a high water table and, through the use of the Metropolitan District structure and financing tools, the site would be de-watered using a perforated underdrain system, which will facilitate the City’s goal of improving stormwater drainage in the Dry Creek and Poudre River Basins.

More specifically, Northfield anticipates implementing infiltration galleries and utilizing both below grade StormTech chambers and a rain garden to enhance stormwater runoff quantity and quality. These features are in addition to the City’s standard stormwater detention requirements and water quality capture volumes. The infiltration galleries and rain garden are Low-Impact Development (LID) features that allow sediment to be filtered out while providing infiltration to protect the environment and reduce the volume of developed runoff. These measures, combined with the de-watering efforts, will make Northfield and the surrounding neighborhoods less susceptible to future flooding.

3. Critical Public Infrastructure

(a) Construction of Suniga Road as an Arterial Road
Under the City’s building and zoning rules, a standard project does not require regional road access bisecting the site. However, Northfield is willing to fulfill the City’s request that the project include a 4-lane arterial road in order to improve the access to the entire northeast region of the City. This regional connection will run from Redwood Street to Lemay Avenue, connecting to the existing portion of Suniga Road to the west of the project.

The Metropolitan District financing tools will help enable the construction of Suniga Road as an arterial road for the City, which is a much more significant regional transportation contribution than is typically delivered by projects of Northfield’s size. The Metropolitan District structure and finance tools facilitate delivery of this stretch outcome by offsetting the costs and loss of developable space that Northfield faces by dedicating increased right-of-way to the arterial road. See images below for cross-section comparisons of the ROW required for an Arterial Street vs a Connector Local Street.

The community gains a vital piece of regional connectivity that alleviates many traffic concerns in the area, particularly at the intersection of Vine & Lemay, in the North College/Vine Drive Enhanced Travel Corridor.
(b) **Off-Site Sewer Improvements**

Through the Metropolitan District structure, Northfield is able to advance funds to improve a dilapidated off-site sewer line at the onset of the project and provide improved sewer service to Northfield and surrounding neighborhoods when the improvements are needed, allowing the City to reimburse a portion of those expenditures at a future date. Northfield plans to replace and upsize the sewer line from Vine Drive, around Alta Vista, and along a portion of Lemay Avenue. This amounts to **2,694 linear feet** of sewer line. Given the City’s capital improvements schedule, it is unlikely that a City-constructed line up sizing project at this location could be completed until long after Northfield is built. Northfield and the Metropolitan District structure would make it possible to finance and replace the failing sewer line during horizontal construction, providing immediate public benefit to the community.
(c) Regional Trail

Rather than simply designating an on-site easement for the future trail construction by the City, Northfield plans to finance and deliver the on-site Regional Trail as well as the off-site pedestrian connection for the northeastern portion up to the intersection at Lemay Avenue and Conifer Street. The site will also feature buffered bike lanes and wider than required sidewalks. Given Northfield’s proximity to many employment centers, as well as downtown Fort Collins, the immediate construction of the Regional Trail will give our residents and the surrounding community enhanced pedestrian access, thus reducing the need for automobile trips. The Metropolitan District Structure enables the Regional Trail to be built concurrently with vertical construction and frees the City to allocate funds that would have been used to construct the trail to other valuable projects.
4. Smart Growth Management and Community and Neighborhood Livability

Northfield furthers the City’s objectives for Smart Growth Management and Community and neighborhood Livability. Although Northfield will meet the City’s definition of an “affordable housing project,” which would allow for increased density to 12 units per acre, Northfield plans to keep density at 8 units per acre. Remaining at this lower density enables Northfield’s other stretch outcomes, including constructing Suniga Road as an arterial road and increasing the buffer zone to protect the Lake Canal Wetlands.

Lower project-wide density also provides Northfield’s residents and the surrounding community with a more attractive residential area, including more landscaped and open space area than similarly sized projects. Current area coverage calculations put the amount of landscaped and open space at 25.9 acres, or 46.9% of the entire site. This is a much higher proportion of open space compared to similar residential projects, and especially compared to single-family developments. Northfield’s density is also the lowest of any recent project with similar product types that Landmark Homes has developed in Northern Colorado (See table below).

<table>
<thead>
<tr>
<th>Project</th>
<th>Location</th>
<th>Density (per acre)</th>
<th>% Landscape/Open-Space</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flats at Rigden Farm</td>
<td>Fort Collins</td>
<td>23.1</td>
<td>25.0%</td>
</tr>
<tr>
<td>Morningside Village</td>
<td>Fort Collins</td>
<td>8.8</td>
<td>32.0%</td>
</tr>
<tr>
<td>Ravenna at La Riva</td>
<td>Windsor</td>
<td>8.7</td>
<td>34.3%</td>
</tr>
<tr>
<td>Portofino Flats</td>
<td>Windsor</td>
<td>12.8</td>
<td>38.1%</td>
</tr>
<tr>
<td>Towns at the Lakes</td>
<td>Loveland</td>
<td>11.8</td>
<td>32.1%</td>
</tr>
<tr>
<td>Flats at Centerra</td>
<td>Loveland</td>
<td>19.2</td>
<td>27.6%</td>
</tr>
<tr>
<td>Kendall Brook</td>
<td>Loveland</td>
<td>11.0</td>
<td>33.0%</td>
</tr>
<tr>
<td>Timnath Ranch</td>
<td>Timnath</td>
<td>8.6</td>
<td>41.2%</td>
</tr>
<tr>
<td><strong>AVERAGE</strong></td>
<td></td>
<td><strong>13.0</strong></td>
<td><strong>32.9%</strong></td>
</tr>
</tbody>
</table>

The amount of outdoor space greatly increases the amount of landscaping required, creating a development challenge because pro forma revenue is lost due to both lost units and increased landscaping costs. Metropolitan District financing tools help mitigate this challenge and enable the delivery of enhanced livability and a desirable, defining new urbanist community near Downtown Fort Collins. The Metropolitan District structure is also a more efficient vehicle for maintaining the landscaping and open space than a common interest ownership association.

The project will focus on alley-loaded units, which is a major tenant of New Urbanism planning values and techniques. Residents not situated on right-of-ways will face landscaped open space as well. Alley-loaded product results in a far superior aesthetic benefit to its residents than in a code-minimum project, but there are increased costs associated with this design, and the proposed structure will help fill that funding gap. The Metropolitan District structure is also a much more efficient vehicle to maintain these alleys than a common interest ownership association would be.
Northfield will also feature a clubhouse and a mixed-use building near the regional trail to serve the community at large. The clubhouse will provide amenities including a swimming pool, workout facility, kitchen, and gathering space for residents and public. The mixed-use center will offer light commercial use on the first floor, residential for-rent units on the second floor, and small amenities open to the public (e.g. bike repair station, doggie station). Targeted uses for the commercial space include a day care center, coffee shop, and bike repair shop. Neither amenity is required by the City, and both are categorized as extraordinary costs that the development is incurring for the benefit of the residents of Northfield and the community at large. See renderings of the clubhouse and the mixed-use building below.
Northfield will also promote the City’s objective of preserving and enhancing historic resources. The southeastern edge of Northfield borders the to-be-designated historic Alta Vista neighborhood. To blend the transition to new development and pay homage to the neighborhood’s history, Northfield will feature an Interpretive Historical Park and Gateway Features bordering Alta Vista. These additions were developed in collaboration with neighbors in the Alta Vista neighborhood and would provide an extraordinary benefit to the City as a whole.
PUBLIC BENEFITS NARRATIVE

Exhibit 1: Mercy Housing LOI
PUBLIC BENEFITS NARRATIVE

Exhibit 1: Mercy Housing LOI
CONFIDENTIAL

August 12, 2019

Master Developer/Owner:
Jason W Sherrill, Manager
Northfield Land, LLC
6341 Fairgrounds Avenue, Ste.100
Windsor, CO

In Cooperation with
Jake Hallauer
NAI Infinity
3665 John F Kennedy Parkway
Fort Collins, CO

Re: Letter of Intent
Northfield Multi-family Development—Affordable Parcel
Fort Collins, CO

Dear Owner and Broker,

This Letter of Intent expresses the interest of Mercy Housing Mountain Plains, a Colorado nonprofit corporation or its assigns ("Buyer") to acquire from Northfield Land LLC, limited liability company ("Seller") the below described Property free and clear of all liens and encumbrances upon the terms and conditions outlined herein.

I. OUTLINE OF TERMS.

1. Property: TBD – Southwest corner of Larimer County Assessor Parcel # 9701400002 located in the City of Fort Collins, CO comprising approximately 6.5 acres of 56.25 acres to be designated for affordable deed-restricted multifamily housing within larger development ("Property") inclusive of the land and any rights or appurtenances thereto. See Exhibit A map.

2. Purchase Price: [redacted]

3. Earnest Money: Buyer shall deposit with Escrow Agent as earnest money ("Earnest Money"):
   a. [redacted] within three (3) business days following mutual execution of Contract.
   b. If Buyer elects to exercise the Feasibility Extension as outlined in Paragraph 7 below, an additional [redacted] 5 days prior to the expiration of the Feasibility Review Period. This [redacted] shall become nonrefundable upon extension of Feasibility Review Period.
   c. At the conclusion of the Feasibility Review Period, including any extension,
an additional

Earnest Money shall be fully refundable to Buyer, except as described above, until completion of the Feasibility Review Period. If the Contract is not sooner terminated, the Earnest Money together with any interest earned thereon shall be credited against the Purchase Price at Closing.

4. **Contract**: Seller’s and Buyer’s legal counsel shall negotiate a mutually acceptable Contract for Purchase and Sale ("Contract") including the terms set forth in this Letter of Intent. Buyer and Seller agree mutual execution of Contract is contingent upon Seller’s acquisition of the Property. Seller and Buyer and their respective legal counsel commit to completing a mutually acceptable form of Contract within 45 days of signed LOI. Seller and Buyer commit to mutual execution of Contract within 15 days of Seller’s acquisition of Property.

5. **Financing**: Buyer will structure financing in a manner to be determined by Buyer, and to be described in the Contract.

6. **Title Company/Escrow Agent**: Land Title Guarantee Company ("Escrow Agent").

7. **Feasibility Review Period**: Upon mutual execution of Contract, Buyer shall have one hundred and twenty (120) days ("Feasibility Review Period") to complete whatever due diligence Buyer deems necessary or appropriate. Buyer shall have the option to extend the Feasibility Review Period by thirty (30) days ("Feasibility Extension") by providing written notice to Seller prior to the end of the Feasibility Review Period, and depositing a refundable deposit with Escrow Agent as described in Paragraph 3.

8. **Closing**: Provided all conditions precedent to the closing have been satisfied, the consummation of the sale and purchase of the Property ("Closing") shall occur within one hundred and eighty (180) days following the expiration of the Feasibility Review Period as it may be extended ("Closing Date"). Such deposit will be considered Earnest Money and be applied to the Purchase Price.

9. **Commissions**: Seller will pay all brokerage commissions per the terms of a separate agreement. Seller and Buyer will acknowledge that no other broker is involved in this transaction.

II. EXCLUSIVE NEGOTIATION. In order to induce Buyer to commit the resources, forgo other potential opportunities, and incur the legal, accounting and incidental expenses necessary to properly evaluate the possibility of acquiring the Property, and to negotiate the terms of, and consummate the transaction, Seller agrees that for a period of ninety days after Seller’s acceptance of this Letter of Intent, Seller and its designated representatives shall not initiate, solicit, encourage, directly or indirectly, or accept any offer or proposal regarding the acquisition of the Property by any person other than Buyer.

III. CONFIDENTIALITY. Without the express written consent of all the parties hereto, each of the parties hereto agree to maintain in confidence and not disclose to any other person the existence of this Letter of Intent, the terms of the proposed transaction or the information delivered in connection with the LOI, other than disclosures required to obtain the approvals
for the transaction contemplated hereby, disclosures to those professionals, advisors and potential financing sources and their attorneys who have a need to know, or any other disclosure required by applicable law. In the event that a party hereto is at any time requested or required (by oral questions, interrogatories, request for information or documents, subpoena or similar process) to disclose any information supplied to it in connection with this transaction to anyone other than professionals, advisors and potential financing sources and their attorneys, such party agrees to provide the other parties prompt notice of such request so that an appropriate protective order may be sought and/or such other parties may waive the first party's compliance with the terms of this paragraph.

IV. NON-BINDING. Except for Article II, regarding exclusive negotiations, Article III, regarding confidentiality, and this Article IV (each of which is legally binding upon execution of this LOI), this LOI is a statement of mutual intention; it is not intended to be legally binding and does not constitute a binding contractual commitment with respect to the transaction. Without limiting the foregoing, the failure of Buyer and Seller to reach agreement on the terms and conditions being included in the Contract and other agreements referred to herein shall not be construed as a breach of this LOI by any party hereto. A legally binding obligation with respect to the transaction contemplated hereby will arise only, if at all, upon execution and delivery of the Contract and other agreements referred to herein by the parties thereto, subject to the conditions expressed therein. This LOI shall terminate and be of no further effect if a Contract is executed between the parties, upon the date of mutual execution and delivery of such Contract.

Kindly acknowledge your agreement with the foregoing by countersigning this letter as promptly as possible, but in no event later than 5:00 p.m. Mountain Standard Time on August 24, 2019 and returning it to the attention of Kuhl Brown, 1600 Broadway, Suite 2000 | Denver, CO 80202, or by e-mail (Kuhl.Brown@mercyhousing.org). Our timely exchange of electronic versions of this fully execute letter shall be as binding as originals.

Executed by:

Buyer: Mercy Housing Mountain Plains

By: Dee Walsh

Its: Executive Vice President

Address: 1600 Broadway, Suite 2000

City, State, Zip: Denver, CO 80202

Phone: (303) 830 3470

Fax: (303) 830-3301
Agreed and accepted this 19th day of August, 2019.

Sellers:

By: [Signature]

(print name)

Its: [Signature]

MANAGER
## Northfield Metro District Public Benefits Evaluation

<table>
<thead>
<tr>
<th>Environmental Sustainability</th>
<th>Total Benefit</th>
<th>Per-Unit Benefit</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Energy Efficient Neighborhood</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1) LEED Gold Certification</td>
<td>$1,933,750</td>
<td>$4,375</td>
<td>Energy efficient building materials/practices and certification fees</td>
</tr>
<tr>
<td>2) Energy Recovery Ventilator (ERV) Systems</td>
<td>$645,000</td>
<td>$1,459</td>
<td>In every market rate home; meets ASHRAE 62.2 &amp; FC Code</td>
</tr>
<tr>
<td>Solar Energy</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1) Approximately 1 kW of Solar Per Unit</td>
<td>$1,219,310</td>
<td>$2,759</td>
<td>On every home (3 panels per home at +/- 330 watts per panel)</td>
</tr>
<tr>
<td>Electric Vehicles</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1) 240V wiring and outlets</td>
<td>$375,000</td>
<td>$848</td>
<td>In every garage</td>
</tr>
<tr>
<td>2) EV charging stations</td>
<td>$80,000</td>
<td>$68</td>
<td>6 dual charging ports</td>
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<table>
<thead>
<tr>
<th>Critical Public Infrastructure</th>
<th>Total Benefit</th>
<th>Per-Unit Benefit</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Major Arterial Development</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1) On-Site Suniga Road Upsizing</td>
<td>$1,682,640</td>
<td>$3,807</td>
<td>Upsizing cost from a typical 2-lane connector</td>
</tr>
<tr>
<td>1) Off-Site Suniga Road</td>
<td>$774,800</td>
<td>$1,753</td>
<td>Offsite construction from Redwood to Lake Canal</td>
</tr>
<tr>
<td>Pedestrian Connectivity</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1) Regional Trail Construction</td>
<td>$199,050</td>
<td>$450</td>
<td></td>
</tr>
<tr>
<td>Off-Site Infrastructure</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1) Off-Site Sewer Construction &amp; Upsizing</td>
<td>$638,220</td>
<td>$1,218</td>
<td>To benefit Northfield and the surrounding areas from a failing sewer line</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Smart Growth Management</th>
<th>Total Benefit</th>
<th>Per-Unit Benefit</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Increased Density</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1) Alley-Loaded Homes</td>
<td>$820,800</td>
<td>$1,857</td>
<td>Metro District maintained</td>
</tr>
<tr>
<td>Public Spaces</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1) Reduction in Allowed Density/ More Open Space</td>
<td>$4,474,100</td>
<td>$10,122</td>
<td>Northfield is at 8 units/acre vs the allowed 12 units/acre per the “affordable housing project” land use definition</td>
</tr>
<tr>
<td>2) Clubhouse &amp; Swimming Pool</td>
<td>$2,000,000</td>
<td>$4,525</td>
<td></td>
</tr>
<tr>
<td>3) Increased Landscaped Area (46.9% of site)</td>
<td>$723,800</td>
<td>$1,638</td>
<td>Landscaped area beyond a typical project</td>
</tr>
<tr>
<td>4) Alta Vista Buffer Area</td>
<td>$125,000</td>
<td>$283</td>
<td>Separates and protects the Alta Vista neighborhood from Suniga</td>
</tr>
<tr>
<td>5) Public amenity area</td>
<td>$5,000</td>
<td>$11</td>
<td>Public use amenities stationed along regional trail</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Strategic Priorities</th>
<th>Total Benefit</th>
<th>Per-Unit Benefit</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Affordable Housing</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1) 14.7% (65 units) of deed-restricted affordable housing</td>
<td>$4,420,000</td>
<td>$10,000</td>
<td>$68,000 subsidy per unit to price below 80% AMI</td>
</tr>
<tr>
<td>Attainable Housing</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1) 85.3% (377 units) of attainably priced housing</td>
<td>Difficult to Quant.</td>
<td>Difficult to Quant.</td>
<td>Remainder of project will be priced in a range that someone making 80% to 120% of AMI could afford</td>
</tr>
</tbody>
</table>

**TOTAL PUBLIC BENEFITS** $19,966,470 $45,173

Disclaimer: The benefits listed above represent a preliminary estimate in order to provide illustrative representation of the value for public benefit. The illustration is non-binding pending the execution of a development agreement.

Units: 442
EXHIBIT H

DISCLOSURE NOTICE
NOTICE OF INCLUSION IN A RESIDENTIAL METROPOLITAN DISTRICT
AND POSSIBLE PROPERTY TAX CONSEQUENCES

Legal description of the property and address:

Attached hereto as Exhibit A.

This property is located in the following metropolitan district:

Northfield Metropolitan District No. __.

In addition to standard property taxes identified on the next page, this property is subject to a metropolitan district mill levy (another property tax) of up to:

Fifty (50) Mills.

Based on the property’s inclusion in the metropolitan district, an average home sales price of $300,000 could result in ADDITIONAL annual property taxes up to:

$1,080.00

The next page provides examples of estimated total annual property taxes that could be due on this property, first if located outside the metropolitan district and next if located within the metropolitan district. Note: property that is not within a metropolitan district would not pay the ADDITIONAL amount.

The metropolitan district board can be reached as follows:

Northfield Metropolitan District No. __
C/O WHITE BEAR ANKELE TANAKA & WALDRON
Attention: Robert G. Rogers
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122
Phone: 303-858-1800.

You may wish to consult with: (1) the Larimer County Assessor’s Office, to determine the specific amount of metropolitan district taxes currently due on this property; and (2) the metropolitan district board, to determine the highest possible amount of metropolitan district property taxes that could be assessed on this property.
## ESTIMATE OF PROPERTY TAXES

### Annual Tax Levied on Residential Property With $300,000 Actual Value Without the District

<table>
<thead>
<tr>
<th>Taxing Entity</th>
<th>Mill Levies (2018)</th>
<th>Annual tax levied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Poudre R-1 General Fund</td>
<td>40.300</td>
<td>$ 870.48</td>
</tr>
<tr>
<td>Larimer County</td>
<td>22.403</td>
<td>$ 483.90</td>
</tr>
<tr>
<td>Poudre R-1 Bond Payment</td>
<td>12.330</td>
<td>$266.33</td>
</tr>
<tr>
<td>City of Fort Collins</td>
<td>9.797</td>
<td>$ 211.62</td>
</tr>
<tr>
<td>Poudre River Public Library District</td>
<td>3</td>
<td>$ 64.80</td>
</tr>
<tr>
<td>Health District of Northern Larimer County</td>
<td>2.167</td>
<td>$ 46.81</td>
</tr>
<tr>
<td>Northern Colorado Water Cons. District</td>
<td>1</td>
<td>$ 21.60</td>
</tr>
<tr>
<td>Larimer County Pest Control District</td>
<td>.142</td>
<td>$ 3.07</td>
</tr>
<tr>
<td><strong>TOTAL:</strong></td>
<td><strong>91.139</strong></td>
<td><strong>$ 1,968.61</strong></td>
</tr>
</tbody>
</table>

### Annual Tax Levied on Residential Property With $300,000 Actual Value With the District (Assuming Maximum District Mill Levy)

<table>
<thead>
<tr>
<th>Taxing Entity</th>
<th>Mill Levies (2018)</th>
<th>Annual tax levied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Northfield Metropolitan District No. __</td>
<td>50.000</td>
<td>$1,080</td>
</tr>
<tr>
<td>Poudre R-1 General Fund</td>
<td>40.300</td>
<td>$ 870.48</td>
</tr>
<tr>
<td>Larimer County</td>
<td>22.403</td>
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</tr>
<tr>
<td>Larimer County Pest Control District</td>
<td>.142</td>
<td>$ 3.07</td>
</tr>
<tr>
<td><strong>TOTAL:</strong></td>
<td><strong>141.139</strong></td>
<td><strong>$3,048.61</strong></td>
</tr>
</tbody>
</table>
**This estimate of mill levies is based upon mill levies certified by the Larimer County Assessor’s Office in December 2018 for collection in 2019, and is intended only to provide approximations of the total overlapping mill levies within the District. The stated mill levies are subject to change and you should contact the Larimer County Assessor’s Office to obtain accurate and current information.

Exhibit A
Property
EXHIBIT I

FORM OF INTERGOVERNMENTAL AGREEMENT
INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is made and entered into by and between the City of Fort Collins, Colorado, a Colorado home rule municipality (the “City”), and Northfield Metropolitan District Nos. 1-3, quasi-municipal corporations and political subdivisions of the State of Colorado (collectively, the “Districts”). The City and the Districts shall be collectively referred to as the “Parties.”

RECITALS

WHEREAS, the Districts were organized to provide those services and to exercise powers as are more specifically set forth in the Districts’ Service Plan dated ____________, 2019, which may be amended from time to time as set forth therein (the “Service Plan”); and

WHEREAS, the Service Plan requires the execution of an intergovernmental agreement between the City and the Districts to provide the City with contract remedies to enforce the requirements and limitations imposed on the Districts in the Service Plan; and

WHEREAS, the City and the Districts have determined it to be in their best interests to enter into this Agreement as provided in the Service Plan.

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

COVENANTS AND AGREEMENTS

1. **Incorporation by Reference.** The Service Plan is hereby incorporated in this Agreement by this reference. The Districts agree to comply with all provisions of the Service Plan, as it may be amended from time to time in accordance with the provisions thereof, and the provisions of Article 1 of Title 31 of the Colorado Revised Statutes (the "Special District Act"). Capitalized terms used herein not otherwise defined in this Agreement shall have the meanings, respectfully, specified in the Service Plan.

2. **City Prior Approvals.** The Districts shall obtain any prior City, City Manager or City Council approvals as required in the Service Plan before undertaking any action requiring such approval.

3. **Enforcement.** The Parties agree that this Agreement may be enforced at law or in equity, including actions seeking specific performance, mandamus, prohibitory or mandatory injunctive relief, or other appropriate relief. The Parties also agree that this Agreement may be enforced pursuant to C. R. S. Section 32-1-207 and other provisions of the Special District Act granting rights to municipalities or counties approving a service plan of a special district.

4. **Amendment.** This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto.
5. **Governing Law; Venue.** This Agreement shall be governed by and construed under the applicable laws of the State of Colorado. Venue for any judicial action to interpret or enforce this Agreement shall be in Larimer County District Court of the Eighth Judicial District for the State of Colorado.

6. **Beneficiaries.** Except as otherwise stated herein, this Agreement is intended to only describe the rights and responsibilities of and between the named Parties and is not intended to and shall not be deemed to confer any rights upon any other persons or entities not named as parties in this Agreement.

7. **Effect of Invalidity.** If any portion of this Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to any or all the Parties, such portion shall be deemed severable and its invalidity or its unenforceability shall not cause the entire Agreement to be terminated.

8. **Assignability.** Neither the City nor the Districts shall assign their rights or delegate their duties hereunder without the prior written consent of the other Parties. Any assignment of rights or delegation of duties without such prior written consent shall be deemed null and void and of no effect. Notwithstanding the foregoing, the City and the Districts may enter into contracts or other agreements with third parties to perform any of their respective duties required under this Agreement.

9. **Successors and Assigns.** This Agreement and the rights and obligations created hereby shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

---

NORTHFIELD METROPOLITAN DISTRICT NO. 1

By: ________________________________  
President

ATTEST:

____________________________________

NORTHFIELD METROPOLITAN DISTRICT NO. 2

By: ________________________________  
President

ATTEST:

____________________________________
NORTHFIELD METROPOLITAN DISTRICT NO. 3

By: __________________________
   President

ATTEST:

______________________________

CITY OF FORT COLLINS

By: __________________________
   Mayor

ATTEST:

______________________________

City Clerk
CERTIFICATION OF MAILING NOTICE OF PUBLIC HEARING

IN RE NORTHFIELD METROPOLITAN DISTRICT NOS. 1-3, CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO

I, Catherine V. Will, of lawful age and duly sworn, state:

1. I am a paralegal at the law firm of White Bear Ankele Tanaka & Waldron acting on behalf of the proposed District in the above captioned matter.

2. That, pursuant to Section 3(H) of the City of Fort Collins Policy for Reviewing Service Plans for Metropolitan Districts, the Notice of Public Hearing on Service Plan, a copy of which is attached hereto as Exhibit A, was provided by U.S. first class mail on July 19, 2019, to the owners of record of all real property within the District as such owners of record are listed in the proposed service plan, as set forth on the list attached hereto as Exhibit B.

Signed this 7th day of August, 2019.

By: Catherine V. Will
NOTICE OF PUBLIC HEARING FOR THE ORGANIZATION OF A SPECIAL DISTRICT

IN RE THE ORGANIZATION OF NORTHFIELD METROPOLITAN DISTRICT NOS. 1-3, CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO

NOTICE IS HEREBY GIVEN that, pursuant to § 32-1-204(1), C.R.S., a Service Plan (the “Service Plan”) for the proposed Northfield Metropolitan District Nos. 1-3 (“Districts”) has been filed and is available for public inspection in the office of the City Clerk of the City of Ft. Collins.

A public hearing on the Service Plan will be held by the City Council of the City of Ft. Collins (the “City Council”) on Tuesday, August 20, 2019, at 6:00 p.m., at City Council Chambers, City Hall West, 300 LaPorte Avenue, Ft. Collins, Colorado, or as soon thereafter as the City Council may hear such matter.

The Districts are metropolitan districts. Public improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed, specifically including related eligible costs for acquisition and administration, as authorized by the Special District Act, except as specifically limited in the Districts’ Service Plan to serve the future taxpayers and property owners of the Districts as determined by the Board of the Districts in its discretion. The maximum mill levy each District is permitted to impose upon the taxable property within its boundaries and shall be Fifty (50) mills for district improvements and operating costs, subject to certain terms as set forth in the Service Plan.

The proposed districts will be generally located west of North Lemay Avenue, south of the Lake Canal, and north of the Alta Vista neighborhood, City of Fort Collins, Larimer County, Colorado, currently known as Assessor Parcel Number 9701400002, containing approximately 56.3 acres, as further described in the Service Plan.

NOTICE IS FURTHER GIVEN that pursuant to § 32-1-203(3.5), C.R.S., any person owning property in the proposed Districts may request that such property be excluded from the Districts by submitting such request to the Fort Collins City Council no later than ten days prior to the public hearing.

All protests and objections must be submitted in writing to the City Manager at or prior to the public hearing or any continuance or postponement thereof in order to be considered. All protests and objections to the Districts shall be deemed to be waived unless presented at the time and in the manner specified herein.

BY ORDER OF THE CITY COUNCIL OF
THE CITY OF FORT COLLINS
EXHIBIT B

MAILING LIST OF PROPERTY OWNERS
Mailing List of Property Owners

<table>
<thead>
<tr>
<th>SCHLAGEL DONALD E/LL/RH M H/ARVIDSON SL/ROBERTO EG/EJ 1131 LINDENMEIER RD FORT COLLINS, CO 80524</th>
</tr>
</thead>
</table>
STATE OF COLORADO
COUNTY OF LARIMER

WHITE, BEAR & ANKELE
2154 E COMMONS AVE STE 2000
CENTENNIAL CO 80122

I, being duly sworn, deposes and says that said is the legal clerk of the Fort Collins Coloradoan; that the same is a daily newspaper of general circulation and printed and published in the City of Fort Collins, in said county and state; that the notice or advertisement, of which the annexed is a true copy, has been published in said daily newspaper and that the notice was published in the regular and entire issue of every number of said newspaper during the period and time of publication of said notice, and in the newspaper proper and not in a supplement thereof; that the publication of said notice was contained in the issue of said newspaper on

07/21/19

that said Fort Collins Coloradoan has been published continuously and uninterruptedly during the period of at least six months next prior to the first publication of said notice or advertisement above referred to; that said newspaper has been admitted to the United States mails as second-class matter under the provisions of the Act of March 3, 1879, or any amendments thereof; and that said newspaper is a daily newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado.

Subscribed and sworn to before me, within the County of Brown, State of Wisconsin this 7th of August 2019.

Legal Clerk

Notary Public

VICKY FELTY
STATE OF WISCONSIN

Legal No.0003694657

Packet Pg. 781
NOTICE OF PUBLIC HEARING FOR THE ORGANIZATION OF A SPECIAL DISTRICT

IN RE THE ORGANIZATION OF NORTHFIELD METROPOLITAN DISTRICT NO. 1.3, CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO

NOTICE IS HEREBY GIVEN that, pursuant to § 33-1-303.35, C.R.S., a Service Plan (the "Service Plan") for the proposed Northfield Metropolitan District No. 1.3 ("Districts") has been filed and is available for public inspection in the office of the City Clerk of the City of Ft. Collins.

A public hearing on the Service Plan will be held by the City Council of the City of Ft. Collins (the "City Council") on Tuesday, August 5, 2019, at 6:30 p.m., at City Council Chambers, City Hall West, 300 LaPorte Avenue, Ft. Collins, Colorado, or as soon thereafter as the City Council may hear such matter.

The Districts are metropolitan districts. Public improvements authorized to be planned, designed, acquired, constructed, leased, relocated, redeveloped and financed, specifically including related eligible costs for acquisition and administration, as authorized by the Special District Act, except as specifically limited in the Districts' Service Plan to serve the future taxpayers and property owners of the Districts as determined by the Board of Directors in its discretion. The maximum mill levy each District is permitted to impose upon the taxable property within its boundaries shall be fifty (50) mills for district improvements and operating costs, subject to certain terms as set forth in the Service Plan.

The proposed districts will be generally located west of North Lake Avenue, south of the Lake Canal, and north of the Alto Vista neighborhood. City of Fort Collins, Larimer County, Colorado currently known as Auvergne Parcel Number 9100000000, containing approximately 56.3 acres, as further described in the Service Plan.

NOTICE IS FURTHER GIVEN that pursuant to § 33-1-303.35, C.R.S., any person owning property in the proposed Districts may request that such property be excluded from the Districts by submitting such request to the City Manager of Fort Collins no later than ten days prior to the public hearing.

All protests and objections must be submitted in writing to the City Manager at or prior to the public hearing or any continuance or postponement thereof in order to be considered. All protests and objections to the Districts shall be deemed to be waived unless presented at the time and in the manner specified herein.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF FORT COLLINS

304657
Colorado
July 31, 2019
CERTIFICATION OF MAILING NOTICE OF PUBLIC HEARING

IN RE NORTHFIELD METROPOLITAN DISTRICT NOS. 1-3, CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO

I, Catherine V. Will, of lawful age and duly sworn, state:

1. I am a paralegal at the law firm of White Bear Ankele Tanaka & Waldron acting on behalf of the proposed District in the above captioned matter.

2. That, pursuant to Section 3(H) of the City of Fort Collins Policy for Reviewing Service Plans for Metropolitan Districts, the Notice of Public Hearing on Service Plan, a copy of which is attached hereto as Exhibit A, was provided by U.S. first class mail on August 22, 2019, to the owners of record of all real property within the District as such owners of record are listed in the proposed service plan, as set forth on the list attached hereto as Exhibit B.

Signed this 27th day of August, 2019.

By: ____________________________

Catherine V. Will
EXHIBIT A

NOTICE OF PUBLIC HEARING ON SERVICE PLAN
NOTICE OF PUBLIC HEARING FOR THE ORGANIZATION OF A SPECIAL DISTRICT

IN RE THE ORGANIZATION OF NORTHFIELD METROPOLITAN DISTRICT NOS. 1-3, CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO

NOTICE IS HEREBY GIVEN that, pursuant to § 32-1-204(1), C.R.S., a Service Plan (the “Service Plan”) for the proposed Northfield Metropolitan District Nos. 1-3 (“Districts”) has been filed and is available for public inspection in the office of the City Clerk of the City of Ft. Collins.

A public hearing on the Service Plan that was scheduled to be held by the City Council of the City of Ft. Collins (the “City Council”) on Tuesday, August 20, 2019, at 6:00 p.m., was continued by the City Council. A public hearing on the Service Plan will be held by the City Council on Tuesday, September 3, 2019, at 6:00 p.m. at City Council Chambers, City Hall West, 300 LaPorte Avenue, Ft. Collins, Colorado, or as soon thereafter as the City Council may hear such matter.

The Districts are metropolitan districts. Public improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed, specifically including related eligible costs for acquisition and administration, as authorized by the Special District Act, except as specifically limited in the Districts’ Service Plan to serve the future taxpayers and property owners of the Districts as determined by the Board of the Districts in its discretion. The maximum mill levy each District is permitted to impose upon the taxable property within its boundaries and shall be Fifty (50) mills for district improvements and operating costs, subject to certain terms as set forth in the Service Plan.

The proposed districts will be generally located west of North Lemay Avenue, south of the Lake Canal, and north of the Alta Vista neighborhood, City of Fort Collins, Larimer County, Colorado, currently known as Assessor Parcel Number 9701400002, containing approximately 56.3 acres, as further described in the Service Plan.

NOTICE IS FURTHER GIVEN that pursuant to § 32-1-203(3.5), C.R.S., any person owning property in the proposed Districts may request that such property be excluded from the Districts by submitting such request to the Fort Collins City Council no later than ten days prior to the public hearing.

All protests and objections must be submitted in writing to the City Manager at or prior to the public hearing or any continuance or postponement thereof in order to be considered. All protests and objections to the Districts shall be deemed to be waived unless presented at the time and in the manner specified herein.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF FORT COLLINS
EXHIBIT B

MAILING LIST OF PROPERTY OWNERS
## Mailing List of Property Owners

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>SCHLAGEL DONALD E/LL/RH M H/ARVIDSON SL/ROBERTO EG/EJ</td>
<td>1131 LINDENMEIER RD FORT COLLINS, CO 80524</td>
</tr>
</tbody>
</table>

Attachment: Resolution 2019-101 (9091 : Northfield Metropolitan District Development Agreement)
NOTICE OF PUBLIC HEARING FOR THE ORGANIZATION OF A

STATE OF COLORADO

COUNTY OF LARIMER

WHITE, BEAR & ANKELE
2154 E COMMONS AVE STE 2000
CENTENNIAL CO 80122

I, being duly sworn, deposes and says that said is the legal clerk of the Fort Collins Coloradoan; that the same is a daily newspaper of general circulation and printed and published in the City of Fort Collins, in said county and state; that the notice or advertisement, of which the annexed is a true copy, has been published in said daily newspaper and that the notice was published in the regular and entire issue of every number of said newspaper during the period and time of publication of said notice, and in the newspaper proper and not in a supplement thereof; that the publication of said notice was contained in the issue of said newspaper on

08/24/19

that said Fort Collins Coloradoan has been published continuously and uninterruptedly during the period of at least six months next prior to the first publication of said notice or advertisement above referred to; that said newspaper has been admitted to the United States mails as second-class matter under the provisions of the Act of March 3, 1879, or any amendments thereof; and that said newspaper is a daily newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado.

Kathleen Allen
Legal Clerk

Subscribed and sworn to before me, within the County of Brown, State of Wisconsin this 27th of August 2019.

Vicky Felty
Notary Public

Legal No. 0003752438
Affidavit Prepared
Tuesday, August 27, 2019 9:07 am

Packet Pg. 788
NOTICE OF PUBLIC HEARING FOR THE ORGANIZATION OF A SPECIAL DISTRICT
IN RE THE ORGANIZATION OF NORTHFIELD METROPOLITAN DISTRICT
NOS. 1-3, CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO

NOTICE IS HEREBY GIVEN that, pursuant to § 32-1-304(1), C.R.S., a Service Plan (the "Service Plan") for the proposed Northfield Metropolitan District Nos. 1-3 ("Districts") has been filed and is available for public inspection in the office of the City Clerk of the City of Ft. Collins.

A public hearing on the Service Plan that was scheduled to be held by the City Council of the City of Ft. Collins (the "City Council") on Tuesday, August 20, 2019, at 6:00 p.m., was continued by the City Council. A public hearing on the Service Plan will be held by the City Council on Tuesday, September 3, 2019, at 6:00 p.m., at City Council Chambers, City Hall West, 300 LaPorte Avenue, Ft. Collins, Colorado, or as soon thereafter as the City Council may hear such matter.

The Districts are metropolitan districts. Public improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed, specifically including related eligible costs for acquisition and administration, as authorized by the Special District Act, exceed as specifically limited in the Districts' Service Plan to serve the future taxpayers and property owners of the Districts as determined by the Board of the Districts in its discretion. The maximum mill levy each District is permitted to impose upon the taxable property within its boundaries and shall be Fifty (50) mills for district improvements and operating costs, subject to certain terms as set forth in the Service Plan.

The proposed districts will be generally located west of North Lemay Avenue, south of the Lake Canal, and north of the Alta Vista neighborhood, City of Fort Collins, Larimer County, Colorado, currently known as Assessor Parcel Number 970140000, containing approximately 56.3 acres, as further described in the Service Plan.

NOTICE IS FURTHER GIVEN that pursuant to § 32-1-202(3.5), C.R.S., any person owning property in the proposed Districts may request that such property be excluded from the Districts by submitting such request to the Fort Collins City Council no later than ten days prior to the public hearing.

All protests and objections must be submitted in writing to the City Manager at or prior to the public hearing or any continuance or postponement thereof in order to be considered. All protests and objections to the Districts shall be deemed to be waived unless presented at the time and in the manner specified herein.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF FORT COLLINS

2752438
Coloradoan
Aug. 24, 2019
Presentation Overview

1) Project Overview
2) Metro District Commitments
3) Answers to Council Questions
4) Staff Recommendation
Project Description

- 6+ Year Multi Phase Master Planned Project
- 442 Residential Units
- 14.7% affordable
Community Wide Benefits

- Affordable Housing
- Energy Efficiency
- Renewables
- Infrastructure
Developer Commitments

Environmental Sustainability
- GHG Reduction
- Water/Energy Conservation
- Multimodal Transportation
- Enhance Resiliency
- Increase Renewable Capacity

Critical Public Infrastructure
- Existing significant infrastructure challenges
- On-site
- Off-site

Smart Growth Management
- Increase density
- Walkability/Pedestrian Infrastructure
- Availability of Transit
- Public Spaces
- Mixed-Use

Strategic Priorities
- Affordable Housing
- Workforce Housing
- Infill/Redevelopment
- Economic Health Outcomes
Conclusions

1) Development Agreement Conforms to the Public Benefits outlined in the Service Plan

2) Project will create at least 65 units of affordable housing at 60% average AMI

3) Development Agreement includes performance measures that could delay issuance of building permits on failure to perform
   - Affordable housing is front loaded – 2/3 in first half of permits
   - Gold LEED Certification & Solar – prerequisite to the City’s issuance of the C of O for each dwelling unit built under the approved FDP that evidence of final application submittal for the LEED for Homes Certification for such dwelling unit be provided to the City by a HERS Rater.
Staff recommends adoption of the resolution
Northeast Fort Collins

Water's Edge
Phase 1 & 2

Montava

Northfield

Waterfield

Mulberry
<table>
<thead>
<tr>
<th>Percent AMI</th>
<th>Area Median Income (AMI) - 4 person HH</th>
<th>Area Median Income (AMI) - 3 person HH</th>
<th>HUD Classification</th>
</tr>
</thead>
<tbody>
<tr>
<td>100%</td>
<td>$85,100</td>
<td>$78,500</td>
<td>Moderate Income</td>
</tr>
<tr>
<td>80%</td>
<td>$68,100</td>
<td>$62,800</td>
<td>Low Income</td>
</tr>
<tr>
<td>60%</td>
<td>$51,060</td>
<td>$47,100</td>
<td>Low Income</td>
</tr>
<tr>
<td>50%</td>
<td>$42,550</td>
<td>$39,250</td>
<td>Very Low Income</td>
</tr>
<tr>
<td>30%</td>
<td>$25,550</td>
<td>$23,550</td>
<td>Extremely Low Income</td>
</tr>
</tbody>
</table>

Source: Housing & Urban Development, US Gov’t, effective 6/28/19
Attainable/Workforce Housing

Workforce Housing units is defined as units affordable to a household earning between 81 percent and 120 percent of AMI.

<table>
<thead>
<tr>
<th>Residential Units (2020 Base Price)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Housing Type</strong></td>
</tr>
<tr>
<td>Brownstones</td>
</tr>
<tr>
<td>Flats</td>
</tr>
<tr>
<td>Value Condo</td>
</tr>
<tr>
<td>Stacked Condo</td>
</tr>
<tr>
<td>Deed Restricted Condo</td>
</tr>
<tr>
<td>Studio Rental</td>
</tr>
<tr>
<td><strong>Total/Average</strong></td>
</tr>
</tbody>
</table>
LEED (Leadership in Energy and Environmental Design): An internationally recognized green building certification system:
  • third-party verification
  • energy savings
  • water efficiency
  • CO2 emissions reduction
  • improved indoor environmental quality
  • stewardship of resources

Northfield Metro District Homes (all homes):
  • All units must meet LEED Gold certification.
  • The Green Insight has been engaged to achieve this certification and will inspect throughout the building.
**HERS Certification**

**Baseline Home:**
- 2015 IECC Code with local options

**Northfield Metro District Homes (all homes):**
- Increased energy efficient building materials and methods will increase the energy efficiency of the homes.
- Landmark will contract with a green energy consultant to ensure the buildings are constructed according to energy efficient standards and that official HERS scores are certified upon completion.

**Average Fort Collins HERS Rating – 58 to 62**

**Average Proposed HERS Rating for All Housing – 35-49**
Energy recovery ventilator (ERV) systems on every *market rate unit* to improve air quality inside the homes.
Solar and EV Charging

- Northfield plans to include solar panels on market rate units. These buildings will feature a photovoltaic system that will produce at least 1kW of power for each unit. Thus, a 12-unit building will have roughly 12kW of solar panels.

- Northfield will also deliver a 240V outlet in every garage to provide a place for the electric vehicle fast-charging stations and further encourage residents to drive eco-friendly cars.
RESOLUTION 2020-050

OF THE CITY COUNCIL OF THE CITY OF FORT COLLINS

APPROVING AN AGREEMENT TO SECURE PUBLIC

BENEFITS FOR THE NORTHFIELD DEVELOPMENT

WHEREAS, Northfield Land, LLC, a Colorado limited liability company (the “Developer”) is currently under contract to purchase the 55.263 acres of real property legally described in the Northfield Final Plat, City of Fort Collins, recorded on April 28, 2020, at Reception No. 20200029164 in the real property records of the Larimer County Clerk and Recorder (the “Property”); and

WHEREAS, the Northfield First Filing Project Development Plan for development of the Property was approved by the City’s Planning and Zoning Board on April 19, 2019 (the “PDP”); and

WHEREAS, the Developer has submitted to the City the plat and all plans (including utility plans), reports and other documents required for the approval of the Northfield First Filing Final Development Plan (the “FDP”) for the Property consistent with the PDP and according to the City’s development application submittal requirements master list, copies of which are on file with the City in the office of the City Engineer; and

WHEREAS, the FDP has been recently approved by the City; and

WHEREAS, the Developer will also be entering into a development agreement with the City under Section 3.3.2(B) of the City’s Land Use Code as part of the City’s approval process for the FDP, but this agreement has not yet been entered into by the City and the Developer (the “Development Agreement”); and

WHEREAS, the Developer desires to develop the Property under the FDP and the Development Agreement for the construction of 442 dwelling units; and

WHEREAS, pursuant to the provisions of Colorado’s Special District Act, the Developer previously submitted to the City an application for the Fort Collins City Council’s approval of a Consolidated Service Plan for the Northfield Metropolitan District Nos. 1-3 (the “Service Plan”), which Service Plan the City Council approved on October 1, 2019, in Resolution 2019-101; and

WHEREAS, the Developer sought the organization of Northfield Metropolitan District Nos. 1-3 (the “Districts”) to enable development of the Property in a manner that will provide the public benefits described in Exhibit “G” of the Service Plan, which are: (1) affordable and attainable housing; (2) environmental sustainability; (3) critical public infrastructure; and (4) smart growth management and community and neighborhood livability (collectively, the “Public Benefits”); and

WHEREAS, Section IV.B.2. of the Service Plan requires that Developer’s provision of the Public Benefits be secured by a development agreement between the City and the Developer
that has been approved by resolution of the City Council before the Districts can, among other things, impose any property taxes or issue any debt; and

WHEREAS, City staff and the Developer have negotiated the “Agreement to Secure Public Benefits for the Northfield Development” attached as Exhibit “A” and incorporated herein by reference (the “Public Benefits Agreement”), which sets forth the terms and conditions by which the Developer’s provision of the Public Benefits will be secured for the City; and

WHEREAS, the City Council hereby finds that approval of the Public Benefits Agreement is in the City’s best interest and will serve the public’s health, safety and welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE 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 the City Council hereby approves the Public Benefits Agreement, but this approval shall not be fully effective unless and until the City and the Developer have entered into the Development Agreement.

Section 3. That provided the City and the Developer have entered into the Development Agreement, the City Manager is authorized to enter into the Public Benefits Agreement on the City’s behalf in substantially the form attached as Exhibit “A,” subject to minor modifications as the City Manager, in consultation with the City Attorney, may determine to be necessary and appropriate to protect the interests of the City or to the effectuate the purposes of this Resolution.

Passed and adopted at a regular meeting of the Council of the City of Fort Collins this 19th day of May, A.D. 2020.

____________________________
Mayor

ATTEST:

____________________________
City Clerk
AGREEMENT TO SECURE PUBLIC BENEFITS FOR THE NORTHFIELD DEVELOPMENT

THIS AGREEMENT TO SECURE PUBLIC BENEFITS FOR THE NORTHFIELD DEVELOPMENT (this “Agreement”) is made and entered into this ______ day of ___________, 2020, by and between the CITY OF FORT COLLINS, COLORADO, a home rule municipality of the State of Colorado (“City”); NORTHFIELD LAND, LLC, a Colorado limited liability company (“Developer”). The City and the Developer shall be referred to herein jointly as the “Parties” and sometimes individually as the “Party.”

WITNESSETH:

WHEREAS, the Developer is currently under contract to purchase from the “Owners” hereafter described, the 55.263 acres of real property legally described in Northfield Final Plat, City of Fort Collins, recorded on April 28, 2020, at Reception No. 20200029164 in the real property records of the Larimer County Clerk and Recorder (the “Property”); and

WHEREAS, the Property is owned in undivided fractional interests by Donald E. Schlagel, Leonard L. Schlagel, Sandra Lee Arvidson, Eugene G. Roberto, Elizabeth J. Roberto and Michael H. Schlagel (collectively, the “Owners”); and

WHEREAS, on April __, 2020, the City approved for the Property a final development plan (the “Development Plan”); and

WHEREAS, the Development Plan is approved for a total of 442 dwelling units, of which a minimum of 65 dwelling units will be designated and provided as either for-sale or for-rent “Affordable Housing Units” (as hereafter defined) and the remaining dwelling units will be sold as “Attainable Housing Units” (as hereafter defined); and

WHEREAS, the Developer desires to develop the Property to include 442 dwelling units to be constructed as energy efficient homes, employing high quality and smart growth practices; and

WHEREAS, pursuant to the provisions of Article 1 of Title 32 of the Colorado Revised Statutes (the “Special District Act”), the City Council of the City (the “Council”), by Resolution 2019-101, approved the Consolidated Service Plan (the “Service Plan”) for the Northfield Metropolitan District Nos. 1-3 (each a “District” and collectively the “Districts”); and

WHEREAS, organization of the Districts is intended to enable development of the Property in a manner that will provide the public benefits generally described in Exhibit G.
of the Service Plan (Exhibit G is mistakenly identified in Section IV.B. of the Service Plan as Exhibit I, but correctly attached to the Service Plan as Exhibit G), and more particularly defined and described in Paragraph I.B. below (the “Public Benefits”); and

WHEREAS, Section IV.B. of the Service Plan requires that the Public Benefits be secured in manner approved by the Council by resolution before the Districts are authorized under the Service Plan to issue any Debt or impose any Debt Mill Levy or Fees for the payment of Debt (as these italicized terms are defined in the Service Plan); and

WHEREAS, Section IV.B.2. of the Service Plan also requires that if the Public Benefits are to be provided by a developer of the Property, the provision of the Public Benefits must be secured by a development agreement between the City and such developer that legally obligates the developer to provide the Public Benefits before the City is required to issue building permits and/or certificates of occupancy for structures be built under the Development Plan; and

WHEREAS, on May __, 2020, the Council approved this Agreement by Resolution 2020-____ to establish the manner by which the Public Benefits are to be secured as contemplated in Section IV.B. of the Service Plan.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements of the Parties contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, it is agreed as follows:

I. SECURING OF PUBLIC BENEFITS

A. Method of Securing Public Benefits. Although the intent is that one or more of the Districts will ultimately reimburse the Developer for those Public Benefits they have the legal ability to fund, the Developer shall have the obligation to develop, construct and/or install the Public Benefits in accordance with the terms and conditions of this Agreement.

B. Public Benefits Summary. Exhibit G to the Service Plan generally summarizes the four (4) categories constituting the Public Benefits which are required to be secured by this Agreement: (1) Affordable and Attainable Housing; (2) Environmental Sustainability; (3) Critical Public Infrastructure; and (4) Smart Growth Management and Community and Neighborhood Livability; each of which is defined and addressed in Sections I.C. through I.F. below.

C. Affordable and Attainable Housing.

1. The Development Plan authorizes a total of four hundred forty-two (442) dwelling units to be constructed on the Property (“Total Dwelling Units”). For purposes of determining compliance with this Section I.C., at least sixty-five (65) of the Total Dwelling Units must each be a dwelling unit affordable for households
earning eighty percent (80%) or less of the area median income for a family of four for the Fort Collins/Loveland Metropolitan Statistical Area published annually by the U.S. Department of Housing and Urban Development ("AMI"), which units may be offered for-sale or for-rent ("Required Affordable Units"). However, the Required Affordable Units offered for-rent must on average be affordable to households earning no more than sixty percent (60%) of the AMI. This sixty percent (60%) average shall be calculated using the averaging methodology adopted by the Colorado Housing and Finance Authority in response to the United States Congress' Fiscal Year 2018 Omnibus Spending Bill signed into law by President Trump on March 23, 2018.

2. Each of the remaining three hundred seventy-seven (377) Total Dwelling Units are expected, but not required under this Agreement, to be developed by the Developer under the Development Plan as attainable housing affordable for households earning from eighty-one percent (81%) to one hundred twenty percent (120%) of AMI.

3. Each of the Required Affordable Units must continue to satisfy its affordability standard as defined in Section I.C.1. above for at least twenty (20) years from the date of issuance of the first certificate of occupancy for each such unit. This means that it is the intent of the Parties that the initial and subsequent conveyances and leases of each of the Required Affordable Units during the twenty (20)-year period must be to purchasers or lessees whose AMI qualifies them for that Required Affordable Unit as defined in Section I.C.1 above. This requirement shall be secured and deemed satisfied upon recording of a restrictive covenant or deed restriction for each of the Required Affordable Units in a form reasonably acceptable to the City that is for the City's benefit and enforceable by the City at law and in equity and recorded with the Larimer County Clerk and Recorder (the "20-Year Covenant"). When recorded, the 20-Year Covenant shall not be subordinate to any lien or other financial encumbrance other than liens for real property taxes. Notwithstanding the foregoing, the Developer may use methods other than the 20-Year Covenant to secure for twenty (20) years the affordability of the Required Affordable Units if the method is first approved in writing by the City.

4. The Required Affordable Units may be provided through any of the following three (3) mechanisms or by any other mechanism mutually agreed upon in writing by the Developer and the City, or any combination of the same:

   a. The Developer has developed any portion of the Required Affordable Units within the Property under the Development Plan.

   b. Execution of a contract for the sale of land of any portion of the Property by the Developer to a non-profit or for-profit builder with a legally enforceable contract obligation to the City in a form reasonably
acceptable to the City to develop such land as part or all of the Required Affordable Units, and the subsequent development of that land under the Development Plan by such builder as part or all of the Required Affordable Units. At the time any such sale is closed and relevant documentation provided to the City by the Developer for each such sale, the City shall determine the number and type of Required Affordable Units which reasonably could be expected to develop on such acreage pursuant to the Development Plan and all other applicable City ordinances, regulations, standards and policies and, upon such determination, those units shall count toward the Required Affordable Units.

c. A reservation of any portion of the Property to be developed under the Development Plan by the Developer for the benefit of and legally enforceable by the City at law and in equity for the eventual sale to an entity for development of all or a portion of the Required Affordable Units. At the time such reservation is made by the Developer and the reservation is in a form reasonably acceptable to the City that is for the City’s benefit and enforceable by the City at law and in equity and recorded with the Larimer County Clerk and Recorder, the City shall determine the number and type of Required Affordable Units which could reasonably be expected to develop on such acreage pursuant to the Development Plan and all other applicable City ordinances, regulations, standards and policies. Upon such determination, those units shall count toward the Required Affordable Units.

5. At least forty-three (43) of the Required Affordable Units shall be secured through one of the mechanisms described in Sections I.C.4.a. through c. above (or through any other mechanism agreed upon in writing between the City and the Developer) before the City is required to issue any building permit that will authorize the construction of more than two hundred twenty-one (221) of the Total Dwelling Units, and the remaining twenty-two (22) of the Required Affordable Units shall be so secured prior to the City being required to issue a building permit that will authorize the construction of any of the last eighty-eight (88) of the Total Dwelling Units.

D. Environmental Sustainability.

1. LEED Certification. All of the Total Dwelling Units shall achieve LEED Gold Certification, including the Required Affordable Units. Accordingly, the Developer shall provide the City for each of the Total Dwelling Units (“Dwelling Unit”) before the City is required to issue a certificate of occupancy for that Dwelling Unit, a copy of the final application submitted and signed by the Green Rater for the LEED Gold for Homes Certification for that Dwelling Unit (the “Certification”). In addition, the Developer shall provide the Certification issued for that Dwelling Unit to the City within thirty (30) days of the City’s issuance of the certificate of occupancy for the Dwelling Unit. In the event the Developer does not provide such
Certification for that Dwelling Unit within thirty (30) days of the City’s issuance of the certificate of occupancy of the Dwelling Unit, the City may make the provision of such Certification a prerequisite to issuing additional building permits for the remaining Total Dwelling Units until such Certification is provided to the City. Heat recovery ventilator systems (“HRV Systems”) shall also be installed on all of the Total Dwelling Units to improve air quality inside the homes before the City is required to issue a certificate of occupancy for the dwelling unit, but this requirement to install HRV Systems shall not be applicable to the Required Affordable Units.

2. Solar Photovoltaic Energy. Each of the Total Dwelling Units shall be constructed with a rooftop solar photovoltaic system that will produce approximately 1kW of power for the dwelling unit using about three (3) panels per dwelling unit at approximately 330 watts per panel (“Solar System”) or, as an alternative, shall include access to a battery storage system installed within the dwelling unit or access to an installed battery storage system which has the capability to serve multiple dwelling units and the system used has the capability of providing the equivalent amount of energy for each of the Total Dwelling Units as would the Solar System (“Distributed Energy Storage”). Accordingly, evidence satisfactory to the City of one of the following must be provided to the City by a Green Rater for each of the Total Dwelling Units before the City shall be required to issue a certificate of occupancy: (i) the installation of a Solar System, or (ii) access to Distributed Energy Storage.

3. Electric Vehicle Charging. The Developer agrees that a 240V outlet shall be installed in each garage associated with the Total Dwelling Units. Accordingly, evidence satisfactory to the City of the installation in each garage of a 240V outlet must be provided to the City for each of the Total Dwelling Units before the City is required to issue a certificate of occupancy for such dwelling unit. In addition, Developer shall install electric vehicle charging stations providing at least six (6) charging-enabled parking spaces within the Property. Accordingly, evidence satisfactory to the City that such electrical vehicle charging stations shall be installed must be provided to the City before the City is required to issue any building permit that will authorize the construction of more than two hundred twenty-one (221) of the Total Dwelling Units.

E. Critical Public Infrastructure. The Parties acknowledge and agree that the Development Plan and the related development agreement between the City and Developer require that the following critical public infrastructure be provided by the Developer:

1. Design and construction of Suniga Road as a four-lane major arterial in the dedicated Suniga Road right-of-way between Redwood Street and Lemay Avenue, as defined in the approved public improvement construction plans of the Development Plan (“Suniga Road Improvements”), and subject to
reimbursement by the City to the Developer for the oversized portion of such improvements in accordance with City regulations therefor;

2. Design and construction of upsizing of the existing sewer line from Vine Drive, around Alta Vista, and along a portion of Lemay Avenue, as defined in the approved public improvement construction plans of the Development Plan ("Sewer Line Improvements"), and subject to reimbursement by the City to the Developer for the oversized portion of such improvements in accordance with City regulations therefor; and

3. Design and construction of the Regional Trail within the boundaries of the Development Plan and the off-site pedestrian connection for the northern portion up to the intersection at Lemay Avenue and Conifer Street, as defined in the Development Plan ("Regional Trail Improvements").

The Parties further acknowledge and agree that including the Suniga Road Improvements, Sewer Line Improvements and Regional Trail Improvements in the Development Plan and the Developer agreeing in the related development agreement to construct these, has secured for the City the provision of this critical public infrastructure. The locations of the Suniga Road Improvements, Sewer Line Improvements and Regional Trail Improvements are generally depicted in the Development Plan on file with the City.

F. Smart Growth Management and Community and Neighborhood Livability. The Parties acknowledge and agree that the Development Plan includes the following elements for smart growth management and community and neighborhood livability: (i) alley access to the garages of each of the Total Dwelling Units (with the possible exception of the Required Affordable Units); (ii) smaller lot sizes; and (iii) 100% of Total Dwelling Units will be attached housing types (four to eight-unit townhomes and eight to twelve-unit condominium buildings). The Development Plan also includes a clubhouse and a mixed-use building near the Regional Trail Improvements. The clubhouse will provide amenities including a swimming pool, workout facility, kitchen, and gathering space, as well as landscaped open space around the building. The mixed-use center will offer light commercial use on the first floor, residential for-rent units on the second floor, and small amenities open to the public (e.g. bike repair station, doggie station). The Developer will also include an Interpretive Historical Park and Gateway Features bordering the to-be-designated historic Alta Vista neighborhood. The Development Plan generally depicts the location of the features described in this Section I.F.

G. City and Developer Acknowledgement. The City and the Developer specifically acknowledge and agree that the Public Benefits described and secured in paragraphs I.C. through I.F. above, shall not be deemed to have satisfied the requirement of Section IV.B.2. of the Service Plan for securing the Public Benefits as generally described in Exhibit G of the Service Plan unless and until this Agreement goes into full effect as provided in Section II.R. below.
II. MISCELLANEOUS

A. City Findings. The City hereby finds and determines that the approval of this Agreement is in the best interests of the City and the public’s health, safety and general welfare.

B. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

C. Covenants/Binding Effect. This Agreement shall run with the Property, including any subsequent replatting of all, or a portion of the Property. This Agreement shall also be binding upon and inure to the benefit of the Parties and their respective personal representatives, heirs, successors, grantees and assigns. It is agreed that all improvements required pursuant to this Agreement touch and concern the Property regardless of whether such improvements are located on the Property. Assignment of interest within the meaning of this paragraph shall specifically include, but not be limited to, a conveyance or assignment of any portion of the Developer’s legal or equitable interest in the Property, as well as any assignment of the Developer’s rights to develop the Property under the terms and conditions of this Agreement and the Development Plan.

D. Default.

1. Notice; Cure. If either Party defaults under this Agreement, the non-defaulting Party shall deliver written notice to the defaulting Party of such default in accordance with Section II.L, and the defaulting Party shall have thirty (30) days from and after receipt of such notice to cure such default. If such default is not of a type which can be cured within such thirty (30) day period and the defaulting Party gives written notice to the non-defaulting Party within such thirty (30) day period that it is actively and diligently pursuing such cure, the defaulting Party shall have a reasonable period of time given the nature of the default following the end of such thirty (30) day period to cure such default, provided that such defaulting Party is at all times within such additional time period actively and diligently pursuing such cure and provided further that in no event shall such cure period exceed a total of six (6) months. Notwithstanding the cure period set forth in this Section II.D.1, Developer, its successors and assigns, shall have the right to include a claim for breach of this Agreement in any action brought under C.R.C.P. Rule 106 if Developer, its successors and assigns, believes that the failure to include such claim may jeopardize its ability to exercise its remedies with respect to this Agreement at a later date. Any claim for breach of this Agreement brought before the expiration of the applicable cure period set forth in this Section II.D. shall not be prosecuted by Developer, its successors and assigns, until the expiration of such cure period except as set forth in this Agreement, and shall be dismissed
by Developer, its successors and assigns, if the default is cured in accordance with this Section II.D.

2. Remedies. If any default under this Agreement is not cured as described above, the non-defaulting Party shall have the right to enforce the defaulting Party’s obligation hereunder by an action at law or in equity, including, without limitation, injunction and/or specific performance, and shall be entitled to an award of any damages available at law or in equity.

E. Governing Law. This Agreement shall be construed under and governed by the laws of the State of Colorado.

F. Integration; Amendment. This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and there are no oral or collateral agreements or understandings. The Parties agree that this Agreement may be amended only by an instrument in writing signed by the City and the Developer, and successors and permitted assigns of the Developer to whom the Developer has granted in writing the right to consent to any such amendments. Notwithstanding the foregoing, this Agreement shall be in addition to and supplemented by the development agreement entered into by the Developer with the City for the Property under the Development Plan as required in Section 3.3.2.(B) of the City’s Land Use Code.

G. Jurisdiction and Venue. The City and the Developer, its successors and assigns, stipulate and agree that in the event of any dispute arising out of this Agreement, the courts of the State of Colorado shall have exclusive jurisdiction over such dispute and venue shall only be proper in Larimer County, Colorado. The Parties hereby submit themselves to jurisdiction of the State District Court, 8th Judicial District, County of Larimer, State of Colorado.

H. City Approvals. Where this Agreement requires the City’s future approval or consent, such approval or consent may be given by the City Manager of the City within his or her sole discretion. Where this Agreement requires the City Council’s approval or consent, such approval or consent shall be within the Council’s sole discretion.

I. Multiple-Fiscal Year Obligations. To the extent that any of the obligations of the City contained in this Agreement are or should be considered multiple-fiscal year obligations, such obligations shall be subject to annual appropriation by the Fort Collins City Council, in its sole discretion.

J. No Joint Venture or Partnership. No form of joint venture or partnership exists between the Developer and the City, and nothing contained in this Agreement shall be construed as making the Developer and the City joint venturers or partners.

K. No Third-Party Beneficiaries. Except as otherwise provided in this Agreement, enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and the
Developer, and its successors and assigns, and nothing contained in this Agreement shall give or allow any such claim or right of action by any third party.

L. **Notices.** Any notice or communication required under this Agreement between the City and the Developer, and its successors and assigns, must be in writing and may be given either personally, by registered or certified mail, return receipt requested, by Federal Express or other reliable courier service that guarantees next day delivery or by facsimile transmission (followed by an identical hard copy via registered or certified mail). If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by any other method, a notice shall be deemed to have been given and received on the first to occur of: (a) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent; or (b) as applicable: (i) three (3) days after a registered or certified letter, return receipt requested, containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail; (ii) the following business day after being sent via Federal Express or other reliable courier service that guarantees next day delivery; or (iii) the following business day after being sent by facsimile transmission (provided that such facsimile transmission is promptly followed by an identical hard copy sent via registered or certified mail, return receipt requested). Any Party hereto may at any time, by giving written notice to the other party hereto as provided in this Section II.L, designate additional persons to whom notices or communications shall be given and designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

- **If to City:**
  - City of Fort Collins
  - ATTN: City Manager
  - 300 LaPorte Avenue
  - Fort Collins, CO  80521

- **With a copy to:**
  - City of Fort Collins
  - ATTN: City Attorney
  - 300 LaPorte Avenue
  - Fort Collins, CO  80521

- **If to Developer:**
  - Northfield Land, LLC
  - ATTN: Jason Sherrill
  - 6341 N Fairgrounds Ave
  - Windsor, CO  80550

M. **Paragraph Captions.** The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.
N. Recordation. The Developer agrees to record this Agreement with the Larimer County Clerk and Recorder immediately after the deed conveying the Property from the Owners to the Developer is recorded with the Larimer County Clerk and Recorder, and the Developer shall pay the cost of the same.

O. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force.

P. Survival. The covenants, representations and warranties and agreements to be performed or complied with under this Agreement by the Parties shall be continuing obligations of the Parties until fully complied with or performed, respectively.

Q. Waiver. No waiver of one or more of the terms of this Agreement shall constitute a waiver of other terms. No waiver of any provision of this Agreement in any instance shall constitute a waiver of such provision in other instances.

R. Effective Date and Termination. This Agreement shall not go into full effect unless and until all the following have occurred: (i) the Property has been deeded to the Developer by the Owners, (ii) that deed has been duly recorded with the Larimer County Clerk and Recorder, and (iii) this Agreement has been duly recorded as provided in Section II.N. above. However, if such deed and this Agreement are not so recorded on or before November 19, 2020, this Agreement shall terminate, and the Parties shall be released from all obligations hereunder.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first written above.

CITY: CITY OF FORT COLLINS, COLORADO, a Municipal Corporation

By: ____________________________
    Darin A. Atteberry, City Manager

Date: ________________, 2020

ATTEST:

__________________________
Delynn Coldiron, City Clerk
APPROVED AS TO FORM:

_____________________________
John R. Duval, Deputy City Attorney

STATE OF COLORADO  )
 ) ss
COUNTY OF LARIMER  )

The foregoing instrument was acknowledged before me this ______ day of
__________, 2020, by Darin A. Atteberry as City Manager of the City of Fort Collins.

Witness my hand and official seal.

My Commission expires: ________________________________
   Notary Public
DEVELOPER: NORTHFIELD LAND, LLC, a Colorado limited liability company

By: ______________________________
    Jason Sherrill, Manager

Date: _____________, 2020

STATE OF COLORADO )
COUNTY OF LARIMER ) ss.

The foregoing Agreement was acknowledged before me this ___ day of __________, 2020, by Jason Sherrill, Manager of Northfield Land, LLC.

WITNESS my hand and official seal.

____________________________
       Notary Public

My commission expires: ____________
AGENDA ITEM SUMMARY
City Council
May 19, 2020

STAFF
Lisa Rosintoski, Utilities Deputy Director, Customer Connections
Cyril Vidergar, Legal

SUBJECT
First Reading of Ordinance No. 076, 2020, Appropriating Prior Year Reserves in the Light and Power Fund, the Water Fund, the Wastewater Fund, and the Stormwater Fund, and Authorizing the Transfer of Previously Appropriated Funds in the Broadband Fund for the Utilities Customer Information and Billing System Project.

EXECUTIVE SUMMARY
This item meets the following COVID-19 emergency priorities for being on the Council agenda:
• Priority 6 - Items that relate to funding, operation and business activities that the City must continue despite of the current crisis

The purpose of this item is to appropriate an additional $950,000 to purchase a Customer Information System with an Operational Support System (CIS/OSS) for electric, water, wastewater, stormwater and broadband billing services, replacing the legacy billing system. The CIS/OSS is the billing system that will collect revenues for utility and broadband services, serving as the accounting ledger for Utilities revenue, which currently generates over $212 million in annual total revenue through an average of 84,400 monthly utility bills and service requests for residential and commercial customers.

The City signed a Master Professional Services Agreement (MPSA) and Software License Agreement with Open International LLC (Open) in August 2018 to implement Open SmartFlex (OSF). The CIS/OSS will be the system interface customers rely on for accurate utility and broadband billing that includes a robust customer self-service web-portal interface for utility and broadband services that will assist customers towards understanding utility usage and costs in order to make energy and water conservation/efficiency investments, as well as Connexion product offerings.

Multiple factors have led to the extension of Utilities Go-Live from June 2020 to October 2020, and the additional cost of $3.3 million in order to complete the project. Therefore, Open and City of Fort Collins Utilities negotiated a cost-share distribution of the $3.3 million, recognizing the partnership and long-term relationship needed for OSF as follows:
• City of Fort Collins Utilities incurs 55%, for a total of $1.7 million.
• Open incurs 45%, for a total of $1.4 million.
• City of Fort Collins Utilities reimburses additional contingency/living expenses, estimated up to $200,000.

Utilities and Connexion will split the City of Fort Collins Utilities share ($1.9 million), thus totaling $950,000 each for Connexion and the four utilities. Connexion has appropriated funding within the Connexion project. This funding request will be shared across the four utilities.

Staff recognizes there is a potential for future risks, primarily related to employee turnover and illness, due to the pandemic environment that continues into the foreseeable future. As such, there is a risk to meeting the October 5th Utilities Go-Live date. Therefore, staff is working with the vendor to develop mitigating actions that
will minimize vendor resource costs on the project in order to eliminate and/or reduce those costs if there
needs to be an extension of the project.

**STAFF RECOMMENDATION**

Staff recommends adoption of the Ordinance on First Reading.

**BACKGROUND / DISCUSSION**

The City of Fort Collins Utilities signed a Master Professional Services Agreement (MPSA) and Software
License Agreement with Open International LLC (Open) in August 2018 to implement Open SmartFlex (OSF).
The CIS/OSS will be the system interface customers rely on for accurate utility and broadband billing that
includes a robust customer self-service web-portal interface for utility and broadband services that will assist
customers towards understanding utility usage and costs in order to make energy and water
conservation/efficiency investments, as well as FC Connexion product offerings.

Initially in 2018, functional and technical resources were divided in parallel paths to complete work on OSF
implementation for both broadband and utilities. The original project timeline put the FC Connexion go-live date
in June 2019 and the other four utilities going live in October 2019. However, it was determined in March 2019
that all Utilities resources needed to be focused on broadband to meet an August 30, 2019 go-live date, which
simultaneously pushed back the Utilities go-live date to around June 2020.

Several factors subsequently led to the project taking longer and costing more than originally anticipated,
including the following:

1. **Aggressive Timeline** - The Open contract timeline had FC Connexion going live August 2019 followed by
   Utilities three months later. Time to mobilize the team and the complexity of configuring a system for a
   business that was new and undefined made the 12-month plan unrealistic in hindsight.
2. **Project Management** - Initial project management was insufficient.
3. **Maturity of Connexion Business Model** - Related to the aggressive timeline, new processes and
   products plus the decision to add video to the product offering required significant time and rework as the
   processes and product configuration were developed.
4. **Software was less mature than anticipated to meet the needs of the North American marketplace.** -
   After 20 years of the City operating on the Banner system with dozens of home-grown system
developments, additional time was needed by Open to fully engineer and develop the functionality needed
by Utilities.

On August 30, 2019, residential Broadband internet and phone services were launched. However, Utilities and
FC Connexion resources needed further configuration and testing across the remaining FC Connexion product
offerings, thus, Utilities resources continued to be focused on the FC Connexion production environment within
the CIS/OSF project.

Utilities formally re-launched the Utilities phase of the billing system project on September 24, 2019.
Resources from Utilities were not generally available until December 2019, following significant transitions in
project management both on the Utilities side and the Open side, including replacement of the Open Project
Manager.

In December 2019, the Utilities Project Manager transitioned to an external contractor, Vanir, as well. Vanir
thereafter assessed the CIS/OSS project and determined the project should be managed in industry accepted
environments as follows:

- Broadband Production, since broadband was no longer a project;
- Utilities Billing phase of the Project, completing MPSA obligations;
- Banner Legacy System ongoing support with the same Information Technology resources.
The transition to the production and project platforms was completed in January 2020.

The Utilities Project Manager performed a thorough analysis with the Open Project Manager regarding costsOpen itemized, and the project plan for an extended Utilities Go-Live date. The analysis determined the optimal Utilities Go-Live date could be achieved on October 5, 2020 with additional resources.

Alternatives to additional funding are limited and unattractive. Without additional funding the project cannot be completed as designed and Utilities may be left with a non-functioning billing system. Both Open and the City share responsibility for the issues driving the added cost. Accordingly, staff negotiated a cost split of 55% for the City and 45% for Open, which equitably reflects each party’s commitment to the success of the new Utilities billing system in support of the four utility services and broadband product offerings.

**CITY FINANCIAL IMPACTS**

This Ordinance will appropriate $950,000 from Utility Enterprise Reserves for the completion of the new billing system implementation. In addition to these funds, the amount of $950,000 will be transferred from unexpended FC Connexion appropriations to increase the project budget by $1,900,000, bringing the total contribution from FC Connexion to $1,899,000. The total expected cost of this investment is $11,446,001.

The following is a summary of the project funding:

<table>
<thead>
<tr>
<th>Prior Appropriated Funds</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Light &amp; Power</td>
<td>$3,314,506</td>
</tr>
<tr>
<td>Water</td>
<td>$2,226,934</td>
</tr>
<tr>
<td>Wastewater</td>
<td>$1,605,464</td>
</tr>
<tr>
<td>Stormwater</td>
<td>$1,450,097</td>
</tr>
<tr>
<td>Broadband</td>
<td>$1,899,000</td>
</tr>
<tr>
<td><strong>Total Prior Appropriation</strong></td>
<td><strong>$10,496,001</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Funds to be Appropriated with this Ordinance</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Light &amp; Power</td>
<td>$366,265</td>
</tr>
<tr>
<td>Water</td>
<td>$246,084</td>
</tr>
<tr>
<td>Wastewater</td>
<td>$177,410</td>
</tr>
<tr>
<td>Stormwater</td>
<td>$160,241</td>
</tr>
<tr>
<td>Broadband</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Funds to be Appropriated per this Action</strong></td>
<td><strong>$950,000</strong></td>
</tr>
</tbody>
</table>

| Total Current Project Budget | **$11,446,001** |

These additional appropriations from the available reserves in each of these Enterprise Funds is not expected to delay any significant capital work to the extent that there will be an impact to the level of service being provided to the community.

**PUBLIC OUTREACH**

Utilities regularly captures customer preferences for utility bill enhancements, as well as additional service features both on the utility bill, web-portal, and on-line. Customer feedback is captured through telephone interactions, electronic mail, and in-person at the customer service counter. Themes on the feedback include: near real-time payment application, easy access and visual display of use, and useful bill data. The annual
statistically valid customer satisfaction survey recognizes the importance the billing system and online services provide towards exceptional customer service. Below are the 2018 ratings, to which the target is 80%, for both residential and commercial customers.

Fort Collins Utilities customers were asked to rate performance on each of the following:

- “Information and tools provided to help you manage your use and costs.” Satisfaction ratings were 66% for residential and 69% for commercial.
- “Technology tools, similar to those used by banks, cell phone or cable companies.” Satisfaction ratings were 62% for residential and 77% for commercial.
- “Convenience of bill payment options, including in-person locations and online.” Satisfaction ratings were 89% for residential and 90% for commercial.
- “Online security provided to protect your personal and financial data.” Satisfaction ratings were 81% for residential and 88% for commercial.

ATTACHMENTS

1. Utilities Presentation (PDF)
Strategic Alignment

- Enhance service delivery through technology
- Drive reliability, costs, efficiency and customer experience
- World-class municipal services

High-Performing Government

Customer Information / Operational Support Billing Systems

Economic Health

- Ensuring predictable rates
- Deploy and deliver high-speed internet services
Why A New Billing System?


2. Customers asking for features not possible with legacy system.

3. Best practice to have one system manage five utilities.

4. Connexion requires functionality current system can’t support.

TOTAL COST $9.6M
Original Timeline

Utilities

Vendor / City Team Launched

2018
Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec 2019

Data Migration / Integration / Configuration

Training / Testing

Go Live / Stabilization

2018

Integration / Configuration

Go Live / Stabilization

Training / Testing
Project Schedule Impacts

Aggressive Timeline Given Project Complexity
• Under-estimated time to ramp up and manage two diverse project teams
• Under-estimated learning and training time to manage configuration of new system

Project Management Not Initially Effective
• Vendor project manager turnover October 2019
• City project manager turnover December 2019 and March 2020
Maturity of Connexion Business Model

- New business with new processes and products to be defined. Addition of video product offering.
- Significant rework as things were defined and changed.
- Aligning broadband regulatory requirements as part of billing system in compliance with legal.

Software was less mature than anticipated and required for North American marketplace
- Broadband live August 2019 – significant resource focus in 2019, delaying Utilities efforts.
- Additional work required after August on functionality.

- Additional 13 months and overall cost impact of $3.1M plus $0.2M contingency / living expenses.
Revised Cost Impacts

Total Project Impact: $3.3M

Cost Share Agreement
- Fort Collins Utilities: 55% ($1.7M)
- Open: 45% ($1.4M)
- City funds additional contingency / living expenses: up to $200,000

Internal Cost Share
Connexion / Utilities split (50/50)
Uncertainty

Resources

• Employee turnover
• Pandemic impacts
Recommendation

Staff recommends approval of Utilities additional appropriation of $950,000.

Broadband has appropriation coverage for their portion.
ORDINANCE NO. 076, 2020
OF THE COUNCIL OF THE CITY OF FORT COLLINS

WHEREAS, in August 2018, the City of Fort Collins signed a Master Professional Services Agreement (MPSA) and Software License Agreement with Open International LLC (“Open”) to develop and implement the Open SmartFlex (OSF) integrated utility customer billing software system and web portal (“CIS/OSF project”); and

WHEREAS, contemporaneous with Open’s development, the City began building a city-wide broadband utility system to deliver high-speed data, video, and telecommunication services, as previously approved by City voters in general elections; and

WHEREAS, in late 2019, the City began offering city-wide broadband utility services, branded as “Fort Collins Connexion”, and agreed with Open to adjust CIS/OSF project delivery requirements to accommodate the functionality needed for Fort Collins Connexion services and other unanticipated project requirements; and

WHEREAS, thereafter, the City and Open documented the adjusted CIS/OSF project requirements and schedule in a change order to the MPSA, including updating contract pricing and extending the final CIS/OSF project go-live date from June 2020 to October 2020 (the “Change Order”); and

WHEREAS, the City and Open agreed to divide the CIS/OSF project costs described in the Change Order, totaling $3,300,000, 55% and 45%, respectively; and

WHEREAS, Utility Services staff recommends allocation of the City’s portion of the Change Order costs among the benefited utility enterprises, including appropriating the amount of $950,000 from prior year reserves in the Light & Power Fund, Water Fund, Wastewater Fund, and Stormwater Fund, as applicable, for expenditure from the Utilities Customer Information & Billing System capital project fund; and

WHEREAS, the City Manager recommends the appropriation described herein and determines that this appropriation is available and previously unappropriated from the Light & Power Fund, Water Fund, Wastewater Fund, and Stormwater Fund, as applicable, and will not cause the total amount appropriated in the Light & Power Fund, Water Fund, Wastewater Fund, or Stormwater 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, the City Manager further recommends the transfer of $950,000 from the Fort Collins Connexion Fiber Feeder & Distribution Network capital account to the Utilities Customer Information & Billing System capital project, with the purpose for which the transferred funds are to be expended remaining unchanged; 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, 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 proposed appropriation and transfer benefit the public’s health, safety and welfare and serve utility rate payers by providing funding to timely complete integrated billing system enhancements designed to automate billing processes, simplify customer bills, and thereby increase collections and reduce billing operation expenses for all utility rate payers.

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 THREE HUNDRED SIXTY-SIX THOUSAND TWO HUNDRED SIXTY-FIVE DOLLARS ($366,265) for expenditure from the Light & Power Fund for the Utilities Customer Information & Billing System project.

Section 3. That there is hereby appropriated from prior year reserves in the Water Fund the sum of TWO HUNDRED FORTY-SIX THOUSAND EIGHTY-FOUR DOLLARS ($246,084) for expenditure from the Water Fund for the Utilities Customer Information & Billing System project.

Section 4. That there is hereby appropriated from prior year reserves in the Wastewater Fund the sum of ONE HUNDRED SEVENTY-SEVEN THOUSAND FOUR HUNDRED TEN DOLLARS ($177,410) for expenditure from the Wastewater Fund for the Utilities Customer Information & Billing System project.

Section 5. That there is hereby appropriated from prior year reserves in the Stormwater Fund the sum of ONE HUNDRED SIXTY TWO HUNDRED FORTY-ONE DOLLARS ($160,241) for expenditure from the Stormwater Fund for the Utilities Customer Information & Billing System project.

Section 6. That the unexpended and unencumbered appropriated amount of NINE HUNDRED FIFTY THOUSAND DOLLARS ($950,000) is hereby authorized for transfer from
the Fiber Feeder & Distribution Network capital account to the Utilities Customer Information & Billing System capital project.

Introduced, considered favorably on first reading, and ordered published this 19th day of May, A.D. 2020, and to be presented for final passage on the 2nd day of June, A.D. 2020.

__________________________________
Mayor

ATTEST:

_______________________________
City Clerk

Passed and adopted on final reading on the 2nd day of June, A.D. 2020.

__________________________________
Mayor

ATTEST:

_______________________________
City Clerk