



Urban Renewal Authority Board Agenda

April 23, 2026 at 5:00 PM

Emily Francis, Chair
Kristin Stephens, Vice Chair
Chris Conway
Julie Pignataro
Josh Fudge
Melanie Potyondy
Amy Hoeven
Jessica Zamora
Dan Sapienza
Matt Schild

Via Zoom at
<https://zoom.us/j/98687657267>

Cablecast on FCTV
Channel 14 on Connexion
Channel 14 and 881 on Comcast

Angela Hygh
Authority Attorney

Josh Birks
Acting Executive Director

Amani Chamberlin
Acting Secretary

URBAN RENEWAL AUTHORITY BOARD MEETING 5:00 PM

- A) CALL MEETING TO ORDER
- B) ROLL CALL
- C) AGENDA REVIEW

Executive Director's Review of Agenda.

- D) PUBLIC PARTICIPATION
- E) PUBLIC PARTICIPATION FOLLOW-UP
- F) COMMISSIONER REPORTS
- G) DISCUSSION ITEMS

The method of debate for discussion items is as follows:

- Chair introduces the item number and subject; asks if formal presentation will be made by staff
- Staff and/or Applicant presentation (optional)
- Chair requests public comment on the item (three minute limit for each person)
- Board questions of staff on the item
- Board motion on the item
- Board discussion
- Final Board comments
- Board vote on the item

Note: Time limits for individual agenda items may be revised, at the discretion of the Chair, to ensure all have an opportunity to speak. **If attending in person, please sign in at the table in the back of**

the room. The timer will buzz when there are 30 seconds left and the light will turn yellow. It will buzz again at the end of the speaker's time.

1. Consideration for Approval of the Minutes of March 26, 2026, Urban Renewal Authority Board Regular Meeting.

The purpose of this item is to consider the approval of minutes of March 26, 2026, Urban Renewal Authority Board Regular Meeting.

2. Public Hearing and Resolution No. 160 to Approve a Supplemental Budget Resolution for Professional Services Agreement with the Urban Land Conservancy, a Colorado Nonprofit Corporation.

The purpose of this item is to consider a Professional Services Agreement (the "Agreement") with Urban Land Conservancy for specialized real estate and management services for the proposed redevelopment project located at 1636 N. College Avenue, which seeks to transform a long-vacant supermarket building into a vibrant, mixed-use, community-oriented neighborhood (the "Project"). Additionally, the resolution considers a supplemental budget appropriation for **\$200,000** in support of the Agreement.

3. Public Hearing and Resolution No. 161 to Approve a Supplemental Budget Resolution for Vine & Jerome Intersection Improvements.

The purpose of this item is to consider a supplemental budget resolution for **\$239,076** toward the City of Fort Collins' Vine Drive and Jerome Street Intersection Improvements Project in the North College Urban Renewal Plan Area.

H) OTHER BUSINESS

I) ADJOURNMENT

Upon request, the City of Fort Collins will provide language access services for individuals who have limited English proficiency, or auxiliary aids and services for individuals with disabilities, to access City services, programs and activities. Contact 970.221.6515 (V/TDD: Dial 711 for Relay Colorado) for assistance. Please provide 48 hours advance notice when possible.

A petición, la Ciudad de Fort Collins proporcionará servicios de acceso a idiomas para personas que no dominan el idioma inglés, o ayudas y servicios auxiliares para personas con discapacidad, para que puedan acceder a los servicios, programas y actividades de la Ciudad. Para asistencia, llame al 970.221.6515 (V/TDD: Marque 711 para Relay Colorado). Por favor proporcione 48 horas de aviso previo cuando sea posible.

March 26, 2026



AGENDA ITEM SUMMARY

Urban Renewal Authority

STAFF

Amani Chamberlin, Acting Secretary

SUBJECT

Consideration for Approval of the Minutes of March 26, 2026, Urban Renewal Authority Board Regular Meeting.

EXECUTIVE SUMMARY

The purpose of this item is to consider the approval of minutes of March 26, 2026, Urban Renewal Authority Board Regular Meeting.

STAFF RECOMMENDATION

Staff recommends approval of the minutes.

ATTACHMENTS

1. Draft Minutes, March 26, 2026

March 26, 2026

URBAN RENEWAL AUTHORITY BOARD**Regular Meeting – 5:00 PM****A) CALL MEETING TO ORDER**

Chair Emily Francis called the regular meeting to order at 4:30 p.m. in the C I C room at 300 Laporte Avenue, Fort Collins, Colorado, with hybrid participation available via the City's Zoom platform.

B) ROLL CALL**PRESENT**

Chair Emily Francis
 Vice Chair Kristin Stephens
 Commissioner Chris Conway
 Commissioner Julie Pignataro
 Commissioner Josh Fudge
 Commissioner Melanie Potyondy – (Remote)
 Commissioner Amy Hoeven
 Commissioner Jessica Zamora
 Commissioner Dan Sapienza
 Commissioner Matt Schild

ABSENT

Vice Chair Kristin Stephens

STAFF

Acting Executive Director Josh Birks
 Secretary Amani Chamberlin

C) EXECUTIVE DIRECTORS' AGENDA REVIEW

Acting Executive Director Josh Birks provided an overview of the agenda, including:

- No changes to the published agenda,
- Following the regular meeting the live stream will end and the video of the work session will be made available online at a later time.

D) PUBLIC PARTICIPATION

None.

E) PUBLIC PARTICIPATION FOLLOW-UP

None.

~~F) ADOPTION OF CONSENT CALENDAR.~~

G) COMMISSIONER REPORTS

None.

H) DISCUSSION ITEMS

The method of debate for discussion items is as follows:

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- Board discussion
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1. Consideration for Approval of the Minutes of February 26, 2026, Urban Renewal Authority Board Regular Meeting.

The purpose of this item is to consider the approval of minutes of February 26, 2026, Urban Renewal Authority Board Regular Meeting.

PUBLIC COMMENT

None.

BOARD DISCUSSION

None.

Commissioner Pignataro moved, seconded by Commissioner Potyondy, that the Fort Collins Urban Renewal Authority approve the Minutes Approval of the Minutes of February 26, 2026, Urban Renewal Authority Board Regular Meeting.

The motion carried 10-0.

2. Resolution No. 158 Adopting a Second Amendment to Bylaws.

The purpose of this item is for Authority staff to propose an amendment to the Authority Bylaws allowing remote Board meeting attendance by Commissioners.

Acting Executive Director, Josh Birks, provided an overview of the agenda item stating context of the item.

PUBLIC COMMENT

None.

BOARD DISCUSSION

Chair Francis thanked staff bringing this forward and stated she thought this would help address any quorum issues in the future .

Commissioner Pignataro moved, seconded by Commissioner Fudge, that the Fort Collins Urban Renewal Authority adopt Resolution No. 156 Adopting a Second Amendment to Bylaws.

The motion carried 10-0.

3. Public Hearing and Consideration of Resolution No. 159 Adopting a Supplemental 2026 Budget Resolution for Tactical Urbanism at 1636 North College.

The purpose of this item is to consider a supplemental budget resolution for \$282,443 to construct a temporary event and community gathering space on Authority-owned property at 1636 North College Avenue.

Acting Executive Director, Josh Birks, provided an overview of the agenda item stating context of the item.

Chair Francis opened the public hearing on the Resolution. Seeing no public input, the Chair closed the public hearing.

PUBLIC COMMENT

None.

BOARD DISCUSSION

Commissioner Sapienza acknowledged that there was excitement for this item.

Chair Francis seconded the sentiment of excitement for this item, added that this will bring liveliness and positivity to that particular area.

Commissioner Pignataro moved, seconded by Commissioner Nelson, that the Fort Collins Urban Renewal Authority adopt Resolution No. 159 Adopting a Supplemental 2026 Budget Resolution for Tactical Urbanism at 1636 North College.

The motion carried 10-0.

I) OTHER BUSINESS

4. Consideration of a motion to go into executive session to discuss the potential purchase or acquisition of real property interests, including eminent domain, to receive legal advice on specific legal questions, and to determine positions relative to matters that may be subject to negotiations related to 1220 North College Avenue in the North College Urban Renewal Plan area.

"I move that the Fort Collins Urban Renewal Authority go into executive session pursuant to: C.R.S. § 24-6-402(4)(a), (b) and (e) for the purpose of discussing with the Authority's attorneys and appropriate management staff the following items, all related to 1220 North College Avenue in the North College Urban Renewal Plan Area:

- Potential Purchase or Acquisition of Real Property Interests, including Eminent Domain,
- Specific Legal Advice on Specific Legal Questions, and

- Determine Positions Relative to Matters that may be Subject to Negotiations, Development for Negotiations and Instruct Negotiators.”

Section G, Item 1.

Commissioner Pignataro moved, seconded by Commissioner Nelson, the Fort Collins Urban Renewal Authority adopt Resolution No. 159 Adopting a Supplemental 2026 Budget Resolution for Tactical Urbanism at 1636 North College.

Acting Executive Director Josh Birks added a friendly amendment that at the conclusion of this regular meeting it is considered adjourned and will not be reconvened after the executive session.

The motion carried 10-0.

J) ADJOURNMENT

There being no further business before the board, the meeting was adjourned at 4:43 p.m. and went into executive session.

Chair

ATTEST:

Secretary

April 23, 2026

AGENDA ITEM SUMMARY

Urban Renewal Authority



STAFF

Josh Birks, Acting Executive Director
Andy Smith, Redevelopment Manager

SUBJECT

Public Hearing and Resolution No. 160 to Approve a Supplemental Budget Resolution for Professional Services Agreement with the Urban Land Conservancy, a Colorado Nonprofit Corporation.

EXECUTIVE SUMMARY

The purpose of this item is to consider a Professional Services Agreement (the "Agreement") with Urban Land Conservancy for specialized real estate and management services for the proposed redevelopment project located at 1636 N. College Avenue, which seeks to transform a long-vacant supermarket building into a vibrant, mixed-use, community-oriented neighborhood (the "Project"). Additionally, the resolution considers a supplemental budget appropriation for **\$200,000** in support of the Agreement.

STAFF RECOMMENDATION

Staff recommends approval of the resolution enable the Urban Land Conservancy to function as an extension of FCURA performing services often assigned to owner's representatives, general managers, and community managers, leading the creation of a governance frame, coordinating among public and private partners, and guiding the planning and implementation of a community-driven master redevelopment plan.

BACKGROUND / DISCUSSION

In September 2025, staff presented an overview of changing conditions and opportunities related to the 1636 N. College Redevelopment Project (the "Project"). These conditions include increased competition for Low-Income Housing Tax Credits ("LIHTC") near the site, interest in collaborating from nearby and adjacent property owners, and increasing market interest. The changing conditions coupled with interest by the Board to investigate additional opportunities for new plan areas, staff recommended changing course on the Project to:

- Ensure the Authority Board remains focused on its core mission (blight remediation and prevention of its further spread) and reserves time to invest in other plan areas.
- Focus on getting the redevelopment of the Project right without compromising momentum.
- Engage expertise that can ensure strong visioning, planning, and design.
- Create a clear scope and role for community leadership in the project.

Staff, working with the City’s Purchasing Department and Authority attorney, issued a Request for Qualifications (“RFQ”) on December 8, 2025, with a due date of January 23, 2026. The RFQ focused on understanding the Knowledge, Skills, and Abilities of the respondents and their experience working in similar on multi-owner and -phased projects with a goal to create a model for equitable redevelopment – an inclusive district that balances market feasibility with community values – and aims to:

- Catalyze high-quality, mixed-use redevelopment that enhances the corridor’s vitality, cultural character, and potential to become a 15-Minute Neighborhood
- Advance equity, anti-displacement, and affordability stewardship as core principles guiding investment and land use.
- Foster transit-oriented and pedestrian-scale design that reduces car dependence and enhances connectivity.
- Support locally owned businesses, arts, and cultural programming that reflect neighborhood identity.
- Deliver public benefits such as open spaces, community facilities, and climate-resilient infrastructure.

The Authority received seven responses to the RFQ which were evaluated and ranked individually by Authority Staff, the City’s Housing and Community Vitality Director, and a Senior Buyer. The list was shortened to three top respondents through individual review and ranking. Those respondents were interviewed by the a selection panel on February 5, 2026. After scoring the interviews separately, staff reviewed the results of their independent rankings and conferred about the top ranked respondent.

Based on the selection process, staff recommend entering exclusive negotiations with Urban Land Conservancy to act as the Authority’s designated NRP for the Project. At the February 26, 2026 meeting, the Board approved entering into an Exclusive Negotiation Agreement with the Urban Land Conservancy. The purpose of that agreement was to provide a specific period of time to negotiation the nature of the relationship between the Authority and Urban Land Conservancy, scope of work, timeline, compensation, and other areas of shared interest.

Staff present the resolution, for the Board to consider authorizing and approving the Agreement governing the delivery of technical expertise associated with governance structure development, community voice and engagement, development advisory services, construction support, ongoing management and monitoring, and additional advisory services. The agreement contemplates managing the scope of services and schedule through multiple Work Orders. Each Work Order will not exceed \$175,000 and the total amount payable under all Work Orders each year will not exceed \$200,000.

The initial scope of service and schedule are outlined in the draft of Work Order #1 attached (see **Attachment 3**).

Additionally, the resolution includes a supplemental budget appropriation of **\$200,000** in support of the Agreement.

AUTHORITY FINANCIAL IMPACTS

The Agreement is capped at **\$200,000 annually**.

Based on un-audited financials for 2025, the current estimated ending cash position is **\$11.6 million**.

Less restricted cash (retaining one annual debt service payment), the available cash balance at the end of 2025 is currently estimated at: **\$8.6 million**.

Assuming the current planned activities advance (*see below for details*), the cost of this agreement, and anticipated contribution to the City of Fort Collins Westside Stormwater and Roadway Improvements

(“Westside Project”), the current anticipated net available cash at the end of 2026 is: **\$2.1 million** (see **Table 1**).

The planned total available cash between now and the end of the plan area is estimated at: **\$6.3 million**.

All numbers are subject to change as 2025 financials are finalized and audited.

**Table 1
Revised North College Urban Renewal Plan Area Cash Forecast**

	ACT 2025	Proj 2026	Proj 2027	Proj 2028	Proj 2029	Proj 2030
Cash Inflows						
Operating Revenue	\$ 4,897,519	\$ 5,146,965	\$ 5,146,965	\$ 5,249,664	\$ 5,247,664	\$ 5,352,418
Financing Revenue	\$ 17,018,114	\$ -	\$ -	\$ -	\$ -	\$ -
Total Cash Inflows	\$ 21,915,633	\$ 5,146,965	\$ 5,146,965	\$ 5,249,664	\$ 5,247,664	\$ 5,352,418
Cash Outflows						
Operating	\$ (1,261,329)	\$ (1,660,711)	\$ (822,872)	\$ (664,303)	\$ (680,035)	\$ (694,298)
Developer Project Costs	\$ (26,791)	\$ (321,387)	\$ (29,406)	\$ (30,187)	\$ (31,338)	\$ (32,167)
Intra-City Loan Payments	\$ (27,591)	\$ -	\$ -	\$ -	\$ -	\$ -
2013 Bonds - Debt Service	\$ (4,618,114)	\$ -	\$ -	\$ -	\$ -	\$ -
2025 Bonds - Debt Service	\$ (2,103,028)	\$ (2,956,000)	\$ (2,965,250)	\$ (2,963,250)	\$ (2,960,250)	\$ (2,961,000)
Projects (Inclusive of NRP)	\$ (11,494,063)	\$ (6,132,443)	\$ (200,000)	\$ (300,000)	\$ (200,000)	\$ (200,000)
Westside Stormwater Support	\$ -	\$ (600,000)	\$ (2,000,000)	\$ (2,000,000)	\$ -	\$ -
Total Cash Outflows	\$ (19,530,917)	\$ (11,670,542)	\$ (6,017,528)	\$ (5,957,740)	\$ (3,871,624)	\$ (3,887,464)
<i>Net Change in Cash</i>	<i>\$ 2,384,716</i>	<i>\$ (6,523,577)</i>	<i>\$ (870,563)</i>	<i>\$ (708,075)</i>	<i>\$ 1,376,041</i>	<i>\$ 1,464,954</i>
Ending Cash & Investments	\$ 11,588,583	\$ 5,065,007	\$ 4,194,444	\$ 3,486,368	\$ 4,862,409	\$ 6,327,362
<i>Restricted Cash</i>	<i>\$ (2,956,000)</i>	<i>\$ (2,965,250)</i>	<i>\$ (2,963,250)</i>	<i>\$ (2,960,250)</i>	<i>\$ (2,961,000)</i>	<i>\$ -</i>
Net Available Cash	\$ 8,632,583	\$ 2,099,757	\$ 1,231,194	\$ 526,118	\$ 1,901,409	\$ 6,327,362

Current planned activities include:

- Acquisition through condemnation of 1220 N. College Avenue (the El Palamino).
- Acquisition of 1624 and 1630 N. College Avenue (wing properties immediately adjacent to the former Albertsons building)
- Contribution to storefront upgrades at 1505 N. College Avenue
- Construction of temporary events space at 1636 N. College Avenue
- Ongoing contract with ULC through 2030 at \$200,000 annually

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

1. Presentation
2. Resolution No. 160
3. Work Order #1 - DRAFT

Neighborhood Revitalization Partner Professional Services Agreement

April 23, 2026





Tonight's Action

Twofold:

1. Consider **approving an Agreement** with Urban Land Conservancy to function as the Neighborhood Revitalization Partner for the proposed redevelopment at 1636 N. College; and
2. Amend the 2026 Budget to **appropriate \$200,000** in support of the contract





Agreement: Scope

1. Strategic Workshop
2. Project Visioning
3. Governance Structure Development
4. Community Voice & Engagement
5. Development Advisory Services
6. Construction Support, Ongoing Management, & Monitoring
7. Additional Advisory Services



Agreement: Structure

- Uses individual **Work Orders** to define scope and schedule for phases
 - Enables flexibility to adjust scope and schedule as additional information is learned and as the project evolves
- Agreement Budget:
 - **Work Order Maximum:** \$175,000
 - **Annual Maximum:** \$200,000 (*inclusive of all work orders issued each year*)
 - **Time and materials** with not to exceed on each Work Order
- Agreement Term
 - **Initial Term:** May to December 2026
 - **Can renew for an up to four (4) additional years, through 2030** (*end of TIF collection*)





Tonight's Action

Twofold:

1. Consider **approving an Agreement** with Urban Land Conservancy to function as the Neighborhood Revitalization Partner for the proposed redevelopment at 1636 N. College; and
2. Amend the 2026 Budget to **appropriate \$200,000** in support of the contract



RESOLUTION NO. 160
OF THE BOARD OF COMMISSIONERS OF THE FORT COLLINS URBAN RENEWAL
AUTHORITY AUTHORIZING AND APPROVING A PROFESSIONAL SERVICES
AGREEMENT WITH THE URBAN LAND CONSERVANCY AND ADOPTING A
SUPPLEMENTAL BUDGET RESOLUTION

A. The Fort Collins Urban Renewal Authority (the “Authority”) was established in 1982 under and in accordance with the Colorado Revised Statutes (“C.R.S.”) § 31-25-101, et seq. (the “Urban Renewal Law”).

B. The City Council of the City of Fort Collins, Colorado (the “City”), by Resolution No. 2004-152 approved and adopted on December 21, 2004, the “North College Urban Renewal Plan” (the “North College Plan”) as an urban renewal plan under the Urban Renewal Law for the area described therein (the “North College Plan Area”).

C. The North College Plan provides for the Authority to exercise all powers authorized under the Urban Renewal Law.

D. The Authority issued a request for qualifications numbered 10263 on December 8, 2025 (the “RFQ”) soliciting proposals from qualified service providers and professionals to provide specialized real estate and management services for the proposed redevelopment project located at 1636 N. College Avenue, which seeks to transform a long-vacant supermarket building into a vibrant, mixed-use, community-oriented neighborhood (the “Project”).

E. The Project is located within the North College Plan Area.

F. Pursuant to the RFQ, the Authority invited qualified consultants to partner in the Project as a Neighborhood Revitalization Partner initially functioning as an extension of the Authority, performing services often assigned to owner’s representatives, general managers, and community managers, leading the creation of a governance framework, coordinating among public and private partners, and guiding the planning and implementation of a community-driven master redevelopment plan.

G. The Urban Land Conservancy, a Colorado nonprofit corporation (the “Urban Land Conservancy”) has responded to the RFQ, and the Authority has interviewed and selected to work with the Urban Land Conservancy for purposes of accomplishing the Project.

H. The Authority and the Urban Land Conservancy wish to enter into the Professional Services Agreement attached hereto as Exhibit A (“Professional Services Agreement”).

I. The Authority is authorized in C.R.S. § 31-25-105(1)(b) to “make and execute all contracts and other instruments which it may deem necessary or convenient

to the exercise of its powers.”

J. The Authority on August 28, 2026 adopted the annual budget for the fiscal year beginning January 1, 2026 and ending December 31, 2026 per Fort Collins Urban Renewal Authority Resolution No. 152, pursuant to and in accordance with Colorado local budgeting requirements and Colorado statute.

K. A need exists to allocate funds from the 2026 revenues received by the Authority toward the payment of invoices submitted to the Authority pursuant to the Professional Services Agreement.

L. The amended 2026 budget, as revised by this Resolution, remains in balance as required by law.

M. Allocating funds to the payment of invoices submitted to the Authority pursuant to the Professional Services Agreement is within the existing Authority obligations and revenue funds available and is appropriate and necessary.

In light of the foregoing recitals, which the Authority hereby makes and adopts as its determinations and findings, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE FORT COLLINS URBAN RENEWAL AUTHORITY as follows:

Section 1. The foregoing Recitals are incorporated herein by this reference.

Section 2. The Professional Services Agreement is hereby approved, and the Acting Executive Director is authorized to execute the Professional Services Agreement, subject to such modifications in form or substance as the Acting Executive Director may, in consultation with the Authority Attorney, deem desirable and necessary to protect the Authority’s interests, or to further the purposes of the North College Plan and this Resolution.

Section 3. The 2026 appropriation for the North College Urban Renewal Plan Area is hereby modified to provide for the \$200,000 budget request for the Professional Services Agreement, and the remittance and reappropriation of the funds set forth in this Resolution is hereby authorized.

Section 4. The Board finds that the required notice and opportunity for public inspection, were properly made and held in accordance with C.R.S. §§ 29-1-106 and 29-1-109.

Section 5. This Resolution is enacted as a supplemental budget and appropriation pursuant to C.R.S. § 29-1-109.

Section 6. If necessary, the Secretary of the Authority is directed to file a certified copy of this Resolution with the Division of Local Government, Department of Local Affairs, State of Colorado.

Section 7. This Resolution shall be effective upon approval by the Authority.

Passed and adopted on April 23, 2026.

FORT COLLINS URBAN RENEWAL
AUTHORITY

By: _____
Chair

ATTEST:

Acting Secretary

Effective Date: April 23, 2026
Approving Attorney: Caitlin Quander

Exhibits: Professional Service Agreement with Urban Land Conservancy

PROFESSIONAL SERVICES AGREEMENT
WORK ORDER

This Professional Services Agreement (Agreement) made and entered into the day and year set forth in the Agreement Period section below by and between the FORT COLLINS URBAN RENEWAL AUTHORITY, a body corporate, duly organized and existing as an urban renewal authority under the laws of the State of Colorado (FCURA) and URBAN LAND CONSERVANCY, a Colorado nonprofit corporation (Professional).

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. Scope of Service. The Professional agrees to provide services in accordance with any project Work Orders for RFQ 10253 Neighborhood Revitalization Partner issued by FCURA. A blank sample of a work order is attached hereto as Exhibit A, consisting of one (1) page, and is incorporated herein by this reference. No Work Order shall exceed \$175,000. The total amount payable under all Work Orders during the initial contract period shall not exceed \$200,000, and the total amount payable during any additional one-year renewal period shall likewise not exceed \$200,000. A general scope of services is attached hereto as Exhibit C, consisting of two (2) pages and incorporated herein by this reference (Services). Irrespective of references in Exhibit A to certain named third parties, the Professional shall be solely responsible for performance of all duties hereunder. The term "Work" as used in this Agreement shall include the Services and deliverables contained in Exhibit C and any Work Orders issued by the FCURA.

The FCURA may, at any time during the term of a particular Work Order and without invalidating such Work Order, make changes to the scope of the particular Services. Such changes shall be agreed upon in writing by the parties by Change Order, a sample of which is attached hereto as Exhibit B, consisting of one (1) page, and incorporated herein by this reference.

2. Time of Commencement and Completion of Services. The Services to be performed pursuant to this Agreement shall be initiated and completed in accordance with the Work Order Commencement Date and Work Order Completion Date as specified on each Work Order. Time is of the essence. Any extensions of any time limit must be agreed upon in writing by the parties hereto.
3. Contract Period. The Agreement shall commence April 1, 2026, and shall continue in full force and effect until December 31, 2026, unless sooner terminated as herein provided. In addition, at the option of the FCURA, the Agreement may be extended for additional one year periods not to exceed four (4) additional one year periods. Renewals will be subject to reasonable escalation of compensation, rates and fees as agreed upon in writing by the

parties hereto. Written notice of renewal shall be provided to the Professional and mailed no later than thirty (30) days prior to contract end.

4. Early Termination by FCURA. Notwithstanding the time periods contained herein, the FCURA may terminate this Agreement at any time without cause or penalty by providing at least ten (10) calendar days written notice of termination to the Professional.

In the event of early termination by the FCURA, the Professional shall be paid for Services rendered up to the date of termination, subject to the satisfactory performance of the Professional's obligations under this Agreement. Professional shall submit a final invoice within ten (10) calendar days of the effective date of termination. Payment shall be the Professional's sole right and remedy for termination.

5. Notices. All notices provided under this Agreement shall be effective immediately when emailed or three (3) business days from the date of the notice when mailed to the following addresses:

Professional:

Urban Land Conservancy
Attn: Aaron Miropol
1600 Downing Street
Suite 300
Denver, CO 80218
aaron@urbanlandc.org

Further copy to:

RVi Planning + Landscape
Architecture, Inc.
Attn: Craig Russel
506 S. College Avenue,
Unit A
Fort Collins, CO 80524
crussell@rviplanning.com

FCURA:

FCURA of Fort Collins
Attn: Andy Smith
PO Box 580
Fort Collins, CO 80522
asmith@fcgov.com

Copy to:

FCURA of Fort Collins
Attn: Purchasing Dept.
PO Box 580
Fort Collins, CO 80522
purchasing@fcgov.com

Further copy to:

Brownstein Hyatt Farber
Schreck LLP
675 15th Street,
Suite 2900
Denver, CO 80202
Attn: Caitlin Quander, Esq.
cquander@bhfs.com

All notices under this Agreement shall be written.

6. Compensation. In consideration of the Services to be performed pursuant to this Agreement, the FCURA agrees to pay Professional on a time and reimbursable not-to-exceed direct costs basis in accordance with Exhibit D, consisting of one (1) page, attached hereto and incorporated herein. Monthly partial payments based upon the Professional's billings and itemized statements of reimbursable direct costs are permissible. The amounts of all such partial payments shall be based upon the Professional's FCURA-verified progress in completing the Services to be performed hereto and upon the FCURA's approval of the Professional's reimbursable direct costs.

Invoices shall be emailed to invoices@fcgov.com with a copy to the FCURA Project Manager. The cost of the work completed shall be paid to the Professional following the submittal of a correctly itemized invoice by the Professional. The FCURA is exempt from sales and use tax. The FCURA's Certificate of Exemption license number is 09804502. A copy of the license is available upon written request.

The FCURA pays undisputed invoices Net 30 days from the date of the invoice submittal to the FCURA or, for disputed invoices, Net 30 days from the date of FCURA Project Manager's approval.

7. Design and Service Standards. The Professional warrants and shall be responsible for the professional quality, technical accuracy, accessibility requirements under ADA and Public Accommodations and Technology Accessibility sections below, timely completion and the coordination of all Services rendered by the Professional, and the Project Instruments as defined in the Project Instruments and License section below. The Professional shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies from such standards.
8. Indemnification. The Professional shall indemnify, defend, and hold harmless the FCURA and its officers and employees, to the maximum extent permitted under Colorado law, against and from any and all actions, suits, claims, demands, or liability of any character whatsoever claimed by third parties against the FCURA arising out of or related to this Agreement (including but not limited to contract, tort, intellectual property, accessibility, or otherwise). This obligation extends to reimbursement of the FCURA's defense costs and reasonable attorney's fees.
9. Insurance. The Professional shall maintain insurance in accordance with Exhibit E of one (1) page, attached and incorporated herein.
10. Appropriation. To the extent this Agreement or any provision in it requires payment of any nature in fiscal years subsequent to the current fiscal year and constitutes a multiple fiscal year debt or financial obligation of the FCURA, it shall be subject to annual appropriation by FCURA as required in Article X, Section 20 of the Colorado Constitution. The FCURA shall have no obligation to continue this Agreement in any fiscal year for which there are no pledged cash reserves or supporting appropriations pledged irrevocably for purposes of payment obligations herein. Non-appropriation by the FCURA shall not be construed as a breach of this Agreement.
11. Project Instruments and License.
 - a. Upon execution of this Agreement, and upon payment to the Professional per the terms of the Agreement, the Professional grants to the FCURA an irrevocable, unlimited and royalty free license to use any and all sketches, drawings, as-builts, specifications, designs, blueprints, data files, calculations, studies, analysis, renderings, models, plans, reports, and other deliverables (Project Instruments), in any form whatsoever and in any medium expressed, for purposes of constructing, using, maintaining, altering and adding

to the project, provided that the FCURA substantially performs its obligations under the Agreement. The license granted hereunder permits the FCURA and third parties reasonably authorized by the FCURA to reproduce applicable portions of the Project Instruments for use in performing the Services or construction for the project. In addition, the license granted hereunder shall permit the FCURA and third parties reasonably authorized by the FCURA to reproduce and use the Project Instruments for similar projects, provided however, in such event the Professional shall not be held responsible for the design. This license shall survive termination of the Agreement by default or otherwise.

- b. Upon payment of each invoice, associated Project Instruments rendered by the Professional shall become the FCURA's property. The Professional shall provide the FCURA with the Project Instruments in electronic format in a mutually agreed upon file type.
12. FCURA Project Manager. The FCURA will designate, before commencement of the Services, the FCURA Project Manager who shall make, within the scope of their authority, all necessary and proper decisions with reference to the Services provided under this Agreement. All requests for contract interpretations, change order, and other clarification or instruction shall be directed to the FCURA Project Manager.

The initial FCURA Project Manager for this Agreement is Andy Smith and can be reached at asmith@fcgov.com or 970-416-2517. The FCURA Project Manager is subject to change by the FCURA.
 13. Project Status Report. Project status reports may be required by Exhibit C – General Scope of Services and shall be submitted to the FCURA Project Manager. Failure to provide any required status report may result in the suspension of the processing of any invoice.
 14. Independent Contractor. The Services to be performed by the Professional are those of an independent contractor and not of an employee of the FCURA. The FCURA shall not be responsible for withholding or remitting any portion of the Professional's compensation hereunder or any other amounts on behalf of Professional for the payment of FICA, Workers' Compensation, unemployment insurance, other taxes or benefits or for any other purpose.
 15. Personal Services. It is understood that the FCURA enters into this Agreement based on the special abilities of the Professional and that this Agreement shall be considered as an Agreement for personal services. Accordingly, the Professional shall neither assign any responsibilities nor delegate any duties arising under this Agreement without the prior written consent of the FCURA.
 16. Subcontractors/Subconsultants. The Professional may not subcontract any of the Services without the prior written consent of the FCURA, which shall not be unreasonably withheld. If any of the Services is subcontracted hereunder, with the consent of the FCURA, then the following provisions shall apply:
 - a. the subcontractor must be a reputable, qualified firm with an established record of

successful performance in its respective trade performing identical or substantially similar work;

- b. the subcontractor will be required to comply with all applicable terms of this Agreement;
- c. the subcontract will not create any contractual relationship between any such subcontractor and the FCURA, nor will it obligate the FCURA to pay or see to the payment of any subcontractor; and
- d. the work of the subcontractor will be subject to inspection by the FCURA to the same extent as the work of the Professional.

The Professional shall require all subcontractors/subconsultants performing Services hereunder to maintain insurance coverage naming the FCURA as an additional insured under this Agreement and Exhibit E, consisting of one (1) page, attached and incorporated herein. The Professional shall maintain a copy of each subcontractor's/subconsultant's certificate evidencing the required insurance. Upon request, the Professional shall promptly provide the FCURA with a copy of the certificate(s).

The Professional shall be responsible for any liability directly arising out of the Services performed under this Agreement by a subcontractor/subconsultant, which liability is not covered by the subcontractor's/subconsultant's insurance.

- 17. Acceptance Not Waiver. The FCURA's approval of Project Instruments furnished hereunder shall not in any way relieve the Professional of responsibility for the quality or technical accuracy of the Services. The FCURA's approval or acceptance of, or payment for, any of the Services shall not be construed to operate as a waiver of any rights or benefits provided to the FCURA under this Agreement.
- 18. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail to or refuse to perform according to the terms of this Agreement, that party may be declared in default upon notice.
- 19. Remedies. In the event a party has been declared in default, that defaulting party shall be allowed a period of ten (10) calendar days from the date of notice within which to cure said default. In the event the default remains uncorrected, the party declaring default may elect to:
 - a. terminate the Agreement and seek damages;
 - b. treat the Agreement as continuing and require specific performance; or
 - c. avail themselves of any other remedy at law or equity.

In the event of a dispute between the parties regarding this Agreement, each party shall bear its own attorney fees and costs, except as provided for in the Indemnification and Technology Accessibility sections.

- 20. Entire Agreement; Binding Effect; Authority to Execute. This Agreement, along with all Exhibits and other documents incorporated herein, shall constitute the entire Agreement of

the parties regarding this transaction and the matter recited herein. This Agreement supersedes any prior agreements, promises, or understandings as to the matter recited herein. The Agreement shall be binding upon the parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties. Covenants or representations regarding the matter recited herein, not contained in this Agreement shall not be binding on the parties. In the event of a conflict between terms of the Agreement and any exhibit or attachment, the terms of the Agreement shall prevail. Each person executing this Agreement affirms that they have the necessary authority to sign on behalf of their respective party and to bind that party to the terms of this Agreement.

21. Law/Severability. The laws of the State of Colorado shall govern the construction, interpretation, execution and enforcement of this Agreement —without regard to choice of law or conflict of law principles. The Parties further agree that Larimer County District Court is the proper venue for all disputes. If the FCURA subsequently agrees in writing that the matter may be heard in federal court, venue will be District Court for the District of Colorado. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, that holding shall not invalidate or render unenforceable any other provision of this Agreement.
22. Prohibition Against Unlawful Discrimination. The Professional acknowledges that the FCURA, 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); C.R.S. § 24-34-401 *et seq.*, and any associated State or Federal laws and regulations, strictly prohibits unlawful discrimination based on an individual's gender (regardless of gender identity or gender expression), race, color, religion, creed, national origin, ancestry, age forty (40) years or older, marital status, disability, sexual orientation, genetic information, or other characteristics protected by law. The Professional shall prohibit unlawful discrimination, harassment and retaliation. This requirement also applies to all third-party subcontractors/subconsultants at every tier.
23. ADA and Public Accommodations. In performing the Services required hereunder, the Professional agrees to meet all requirements of the Americans with Disabilities Act of 1990, C.R.S. § 24-85-101 *et seq.*, and all applicable rules and regulations (ADA), and all applicable Colorado public accommodation laws, which are imposed directly on the Professional or which would be imposed on the FCURA as a public entity.
24. Technology Accessibility. The Professional represents that the Project Instruments hereunder, shall fully comply with all applicable provisions of C.R.S. § 24-85-101 *et seq.*, and the Accessibility Standards for Individuals with a Disability, as established by the State of Colorado Governor's Office of Information Technology (OIT) pursuant to C.R.S. § 24-85-103 (2.5), including all updates and amendments to those standards as provided by the OIT. The Professional shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

To confirm that the Project Instruments meet these standards, the Professional may be required to demonstrate compliance. The Professional shall indemnify, save, and hold harmless the FCURA against any and all costs, expenses, claims, damages, liability, court awards and other amounts (including attorneys' fees and related costs) incurred by the FCURA in relation to the Professional's failure to comply with C.R.S. § 24-85-101, or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to C.R.S. § 24-85-103 (2.5).

The FCURA may require the Professional's compliance to the State's Accessibility Standards to be determined by a third party selected by the FCURA to attest to the Project Instruments and software compliance with C.R.S. § 24-85-101 *et seq.*, and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to C.R.S. § 24-85-103 (2.5).

25. Data Privacy. Professional will comply with all applicable data privacy regulations and laws, specifically including Colorado's Privacy Act, C.R.S. § 6-1-1301 (the Privacy Act). Professional shall ensure that each person processing any personal data connected to the Services is subject to a duty of confidentiality with respect to the data. If applicable, Professional shall require that any subcontractors meet the obligations of Professional with respect to any personal data connected to this Agreement. The Parties agree that upon termination of the Services that Professional shall, at the FCURA's choice, delete or return all personal data to the FCURA unless retention of the personal data is required by law. Professional shall make available to the FCURA all information necessary to demonstrate compliance with the obligations of the Privacy Act. Professional shall allow for, and contribute to, reasonable audits and inspections by the FCURA or the FCURA's designated auditor.
26. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the notices, requirements, immunities, rights, benefits, protections, limitations of liability, and other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, and under any other applicable law.
27. Colorado Open Records Act. Professional acknowledges that the FCURA is a governmental entity subject to the Colorado Open Records Act, C.R.S. § 24-72-200, *et seq.* (CORA), and documents in the FCURA's possession may be considered public records subject to disclosure under the CORA. The parties agree that this Agreement and all incorporated Exhibits, unless specifically marked as Confidential, are considered public records under the CORA.
28. Delay. Time is of the essence. Subject to Force Majeure, if the Professional is temporarily delayed in whole or in part from performing its obligations, then the Professional shall provide written notice to the FCURA within two (2) business days defining the nature of the delay. Provision of written notice under this Section shall not operate as a waiver of any rights or benefits provided to the FCURA under this Agreement.

29. Force Majeure. No party hereto shall be considered in default in the performance of an obligation hereunder to the extent that performance of such obligation is delayed, hindered, or prevented by force majeure. Force majeure shall be any cause beyond the control of the party that could not reasonably have been foreseen and guarded against. Force majeure includes, but is not limited to, acts of God, fires, riots, pandemics, incendiarism, interference by civil or military authorities, compliance with regulations or orders of military authorities, and acts of war (declared or undeclared), provided the cause could not have been reasonably foreseen and guarded against by the affected party. Force majeure shall not include increases in labor, commodity, utility, material, supply, fuel, or energy costs, or compliance with regulations or orders of civil authorities. To the extent that the performance is actually prevented, the Professional must provide notice to the FCURA of such condition within ten (10) calendar days from the onset of the condition.
30. Special Provisions. Special provisions or conditions relating to the Services to be performed pursuant to this Agreement are set forth in Exhibit F - Confidentiality, consisting of four (4) pages incorporated herein.
31. Order of Precedence. In the event of a conflict or inconsistency within this Agreement, the conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority:
- a. The body of this Agreement (and any written amendment), and
 - b. Exhibits to this Agreement.
32. Prohibited Terms. Nothing in any Exhibit or other attachment shall be construed as a waiver of any provision above. Any terms included in any Exhibit or other attachment that requires the FCURA to indemnify or hold Professional harmless; requires the FCURA to agree to binding arbitration; limits Professional's liability; or that conflicts with statute in any way, shall be void.

[Signature Page Follows]

THE FORT COLLINS URBAN RENEWAL
AUTHORITY

By: _____
Josh Birks
Acting Executive Director

Date: _____

ATTEST:

APPROVED AS TO FORM:

URBAN LAND CONSERVANCY

By: _____

Printed: _____

Title: _____

Date: _____

**EXHIBIT A
WORK ORDER FORM**

PURSUANT TO A MASTER AGREEMENT BETWEEN
THE FORT COLLINS URBAN RENEWAL AUTHORITY
AND
URBAN LAND CONSERVANCY

WORK ORDER NUMBER: PM's Tracking #
PROJECT TITLE: _____
ORIGINAL BID/RFP NUMBER & NAME: 10253 Neighborhood Revitalization Partner
MASTER AGREEMENT EFFECTIVE DATE: April 1, 2026
SUBCONSULTANT: If using a 3rd party subconsultant
WORK ORDER COMMENCEMENT DATE: _____
WORK ORDER COMPLETION DATE: _____
MAXIMUM FEE (time and reimbursable direct costs): _____
PROJECT DESCRIPTION/SCOPE OF SERVICES: _____

PROFESSIONAL agrees to perform the Service(s) identified above and on the attached forms in accordance with and subject to the terms and conditions contained herein and in the Master Agreement (AGREEMENT) between the parties. This Work Order is incorporated into the AGREEMENT, and the AGREEMENT and all prior amendments or other modifications to the AGREEMENT, if any, remain in full force and effect. In the event of a conflict between or ambiguity in the terms of the AGREEMENT and this Work Order (including the attached forms) the AGREEMENT as set forth in the Order of Precedence section of the AGREEMENT shall control.

Pricing stated on this Work Order shall be consistent with the pricing in the AGREEMENT or subsequent renewals as of the Work Order commencement date and will be held firm through completion of this Work Order.

The attached forms consisting of **[choose # of pages]** are hereby accepted and incorporated herein and Notice to Proceed is hereby given after all parties have signed this document.

PROFESSIONAL: _____ Date: _____
Aaron Miropol, President & CEO

ACCEPTANCE: _____ Date: _____
Joshua A. Birks, Acting Executive Director

**EXHIBIT B
CHANGE ORDER
NO.**

PROJECT TITLE:

PROFESSIONAL: [Company Name]

WORK ORDER NUMBER:

PO NUMBER:

ORIGINAL BID/RFP NUMBER & NAME:

DESCRIPTION:

1. Reason for Change: Why is the change required?
2. Description of Change: Provide details of the changes to the Work
3. Change in Work Order Price:
4. Change in Work Order Time:

ORIGINAL WORK ORDER PRICE	\$.00
TOTAL APPROVED/PENDING CHANGE ORDERS		.00
TOTAL THIS CHANGE ORDER		.00
TOTAL CHANGE ORDER % OF ORIGINAL WORK ORDER		%
ADJUSTED WORK ORDER COST	\$.00

PROFESSIONAL: _____
Aaron Miropol, President & CEO

Date: _____

ACCEPTANCE: _____
Joshua A. Birks, Acting Executive Director

Date: _____

EXHIBIT C GENERAL SCOPE OF SERVICES

Project Initiation & Strategic Workshop

The Work will commence with a strategic workshop including the Professional, selected subconsultants, FCURA staff, and key City of Fort Collins staff. The purpose of the workshop will be to establish the extent of the Work to be completed under this Agreement.

Project Visioning

Lead a community-informed process ensuring alignment between planning outcomes and the governance/affordability framework that results in a master plan addressing both (a) the multi-property redevelopment area as defined in project initiation at an Overall Development Plan level, and (b) FCURA owned property (primarily the 4.68-acre site at 1636 N. College) at a Preliminary Development Plan level.

Governance Structure Development

Design a governance structure that integrates FCURA leadership, community representation, and development partners — with enforceable affordability protections built in from day one, including:

- A framework to oversee the multi-property redevelopment initiative, including roles and responsibilities for ULC, FCURA, community members, and future development partners.
- Develop a collaborative structure (e.g., multi-property redevelopment framework, advisory committees, community oversight bodies) that give authentic voice to neighborhood residents and small business owners.
- Design and execute ground lease structures that embed long-term affordability covenants — for housing, commercial, and community spaces — ensuring they are enforceable and survive ownership transitions.
- Draft governance documents including operating agreements, reporting protocols, community benefit agreements, and ground lease templates ready for FCURA Board adoption.
- Provide the FCURA Board with full education on ground lease mechanics and comparable models through direct briefings and site tour(s).

Community Voice & Engagement

Collaborate with engagement consultant(s), the FCURA and ULC to design and execute a participation strategy that meets residents and businesses where they are.

- Develop a structured community engagement strategy channeling input from residents, small business owners, cultural organizations, and neighborhood stakeholders.
- Conduct public engagement sessions, with bilingual materials and accessible formats.
- Translate technical development information — ground leases, zoning, financing, phasing — into accessible community-facing formats.

- Act as liaison between neighborhood stakeholders and development/planning teams, ensuring feedback loops are genuine and documented.
- Produce a Community Input Summary Report(s) to inform the master plan concept and other aspects of the Work.

Development Advisory Services

Advise the FCURA on partnership and procurement structures to achieve both (a) a multi-property redevelopment as defined in the project initiation stage of the Work and (b) disposition of portions or all FCURA owned property.

- Advise FCURA on methods of partnering with adjacent property owners to ensure alignment of vision, affordability, and other community benefits (such as, delivering a community center specifically supporting the Spanish speaking population of north Fort Collins).
- Advise FCURA on procurement structure related to the property it owns whether to issue an RFQ, RFP, or negotiate directly, and in what sequence.
- Draft developer solicitation documents that incorporate community benefit requirements, ground lease expectations, and affordability covenants.
- Vet and evaluate respondents against both financial capacity and community benefit alignment.
- Recommend preferred development partner to FCURA consistent with equitable development principles.
- Structure initial term sheet or letter of intent with the selected partner, including ground lease parameters.

Construction Support, Ongoing Management & Monitoring

- Oversee construction processes to ensure community benefit commitments are honored in execution.
- Provide long-term asset management guidance and stewardship of affordability requirements.
- Monitor and publicly report on project compliance with adopted plans, agreements, and commitments throughout the duration of this Agreement.

Additional Advisory Responsibilities

- Advise on monetary decisions to maximize community interests within the governance framework.
- Provide independent review of project compliance and publish public-facing progress reports.
- Guide on when and how to transition this partnership from a fee-for-service model to a performance-based compensation approach — and structure that transition.

EXHIBIT D COMPENSATION

The following pricing shall remain fixed for the initial term of this Agreement. Any applicable price adjustments may only be negotiated and agreed to in writing at the time of renewal.

Urban Land Conservancy:

Personnel:

General Staff	\$250 per hour
CEO & President	\$350 per hour

In-Person Tours:

Half-Day Tour	\$4,000
Full Day Tour	\$7,000

Expenses & Supplies:

Vehicle Charge	IRS Rate / mile
Meal Per Diem	IRS Rate / meal
Lodging	Cost plus 7.5 percent
Miscellaneous charges*	Cost plus 7.5 percent

*Miscellaneous charges, including shipping charges, materials, or other contracted services

Subconsultants:

Personnel:

As per fee sheets attached to a specific Work Order and approved in writing by the FCURA.

Expenses & Supplies:

As per the same rates used by the Professional.

EXHIBIT E INSURANCE REQUIREMENTS

The Professional will provide, from insurance companies acceptable to the FCURA, the insurance coverage designated hereinafter and pay all costs. Before commencing work under this Agreement, the Professional shall furnish the FCURA with certificates of insurance showing the type, amount, class of operations covered, effective dates and date of expiration of policies.

In case of the breach of any provision of the Insurance Requirements, the FCURA, at its option, may take out and maintain, at the expense of the Professional, such insurance as the FCURA may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Professional under this Agreement.

Insurance certificates should show the certificate holder as follows:

FCURA of Fort Collins
Purchasing Division
PO Box 580
Fort Collins, CO 80522

The FCURA, its officers, agents and employees shall be named as additional insureds on the Professional 's general liability and automobile liability insurance policies by marking the appropriate box or adding a statement to this effect on the certificate, for any claims arising out of work performed under this Agreement.

Insurance coverages shall be as follows:

- A. **Workers' Compensation & Employer's Liability.** The Professional shall maintain during the life of this Agreement for all of the Professional's employees engaged in work performed under this agreement. Workers' Compensation & Employer's Liability insurance shall conform with statutory limits of \$100,000 per accident, \$500,000 disease aggregate, and \$100,000 disease each employee, or as required by Colorado law.
- B. **General Liability.** The Professional shall maintain during the life of this Agreement such General Liability as will provide coverage for damage claims of personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a "broad form" basis. The amount of insurance for General Liability, shall not be less than \$1,000,000 combined single limits for bodily injury and property damage.
- C. **Automobile Liability.** The Professional shall maintain during the life of this Agreement such Automobile Liability insurance as will provide coverage for damage claims of personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a "broad form" basis. The amount of insurance for Automobile Liability, shall not be less than \$1,000,000 combined single limits for bodily injury and property damage.
- D. **Errors & Omissions.** The Professional shall maintain errors and omissions insurance in the amount of \$1,000,000.

In the event any work is performed by a subcontractor, the Professional shall be responsible for any liability directly or indirectly arising out of the work performed under this Agreement by a subcontractor, which liability is not covered by the subcontractor's insurance.

EXHIBIT F CONFIDENTIALITY

IN CONNECTION WITH SERVICES provided to the Fort Collins Urban Renewal Authority (the "FCURA") pursuant to this Agreement (the "Agreement"), the Professional hereby acknowledges the following with regard to the handling of confidential information and other sensitive materials.

In consideration of access to certain information, data and material (hereinafter individually and collectively, regardless of nature, referred to as "information") that are the property of and/or relate to the FCURA or its employees, customers or suppliers, which access is related to the performance of services that the Professional has agreed to perform, the Professional hereby acknowledges and agrees as follows:

That information that has or will come into its possession or knowledge in connection with the performance of services for the FCURA may be confidential and/or proprietary. FCURA will clearly identify in writing any information that is confidential or proprietary. The Professional agrees to treat as confidential (a) all information that is owned by the FCURA, or that relates to the business of the FCURA, or that is used by the FCURA in carrying on business, and (b) all information that is proprietary to a third party (including but not limited to customers and suppliers of the FCURA). The Professional shall not disclose any such information to any person not having a legitimate need-to-know for purposes authorized by the FCURA. Further, the Professional shall not use such information to obtain any economic or other benefit for itself, or any third party, except as specifically authorized by the FCURA.

The foregoing to the contrary notwithstanding, the Professional understands that it shall have no obligation under this Agreement with respect to information and material that (a) becomes generally known to the public by publication or some means other than a breach of duty of this Agreement, or (b) is required by law, regulation or court order to be disclosed, provided that the request for such disclosure is proper and the disclosure does not exceed that which is required. In the event of any disclosure under (b) above, the Professional shall furnish a copy of this Agreement to anyone to whom it is required to make such disclosure and shall promptly advise the FCURA in writing of each such disclosure.

In the event that the Professional ceases to perform services for the FCURA, or the FCURA so requests for any reason, the Professional shall promptly return to the FCURA any and all information described hereinabove, including all copies, notes and/or summaries (handwritten or mechanically produced) thereof, in its possession or control or as to which it otherwise has access.

The Professional understands and agrees that the FCURA's remedies at law for a breach of the Professional's obligations under this Confidentiality Agreement may be inadequate and that the FCURA shall, in the event of any such breach, be entitled to seek equitable relief (including without limitation preliminary and permanent injunctive relief and specific performance) in addition to all other remedies provided hereunder or available at law.

PURSUANT TO A MASTER AGREEMENT BETWEEN
THE FORT COLLINS URBAN RENEWAL AUTHORITY
AND
URBAN LAND CONSERVANCY

WORK ORDER NUMBER: 1
PROJECT TITLE: Initiate Neighborhood Revitalization – N. College
ORIGINAL BID/RFP NUMBER & NAME: 10253 Neighborhood Revitalization Partner
MASTER AGREEMENT EFFECTIVE DATE: May 1, 2026
SUBCONSULTANT: RVI Planning & Landscape Architecture
WORK ORDER COMMENCEMENT DATE: May 1, 2026
WORK ORDER COMPLETION DATE: December 31, 2026
MAXIMUM FEE (time and reimbursable direct costs): \$150,000
PROJECT DESCRIPTION/SCOPE OF SERVICES: See attached Exhibit A – Scope of Work and Exhibit B - Schedule.

PROFESSIONAL agrees to perform the Service(s) identified above and on the attached forms in accordance with and subject to the terms and conditions contained herein and in the Master Agreement (AGREEMENT) between the parties. This Work Order is incorporated into the AGREEMENT, and the AGREEMENT and all prior amendments or other modifications to the AGREEMENT, if any, remain in full force and effect. In the event of a conflict between or ambiguity in the terms of the AGREEMENT and this Work Order (including the attached forms) the AGREEMENT as set forth in the Order of Precedence section of the AGREEMENT shall control.

Pricing stated on this Work Order shall be consistent with the pricing in the AGREEMENT or subsequent renewals as of the Work Order commencement date and will be held firm through completion of this Work Order.

The attached forms consisting of six (6) pages are hereby accepted and incorporated herein and Notice to Proceed is hereby given after all parties have signed this document.

PROFESSIONAL: _____
Aaron Miripol, President & CEO

Date: _____

ACCEPTANCE: _____
Josh Birks, Acting Executive Director

Date: _____

EXHIBIT A SCOPE OF SERVICES

Overview & Context

The FCURA’s 2025 acquisition of the former Albertsons supermarket at 1636 North College Avenue – a 4.68 parcel with a 50,000 square foot building – represents a once-in-a-generation opportunity to reshape the North College corridor. The site is at the heart of an area that has long been underserved relative to Fort Collins’ overall growth: challenged by auto-oriented development, aging infrastructure, limited walkable amenities, and insufficient neighborhood-serving amenities and retail.

ULC was selected as the FCURA’s Neighbor Revitalization Partner (NRP) through a competitive process, in large part because of their deep, demonstrated experience in master site development and the strategic use of ground leases to protect long-term community investment. ULC’s approach to equitable development — keeping land in community ownership while enabling vibrant, mixed-use neighborhoods — is core to the model FCURA envisions for this corridor.

The objective of this Work Order is to ensure alignment between ULC, and subconsultants as the FCURA’s NRP, and FCURA staff regarding the scope, objectives, and conceptual vision for the revitalization opportunity represented by 1636 N. College (“Project”) and establish necessary project parameters required to efficiently transition to Phase 2 work. This will be the first work order of many. It is the intent of the FCURA staff that this work order delivers the scope of services and schedule for Work Order 2, which will include master planning the 1636 Revitalization and Phase 1 of development.

Task 1 - Project Initiation & Strategic Workshop

RVi will develop an agenda and facilitate a strategic workshop including ULC, selected subconsultants, FCURA staff, and key City of Fort Collins staff from the Planning & Development Services department. This strategic workshop will not include FCURA leadership, community members, or potential partners in a multi-property redevelopment.

The purpose of the workshop will be to ensure that all parties are aligned regarding the redevelopment project concept, objectives, and extent, specifically resolving the geographic focus of the redevelopment to include:

- FCURA owned property,
- Adjacent property agreeing to partner with FCURA (aka the “multi-property redevelopment initiative”), and
- Other adjacent area or property as necessary to encompass necessary connections, infrastructure, and other plan impacts.

The workshop will deliver an overarching conceptual scope for the work of the Neighborhood Revitalization Partner, define roles and responsibilities of the parties involved, and establish work phasing, including:

- **Project Visioning** as it relates to the geographic areas of focus and a broad suite of potential land uses
- **Governance** as it relates to (a) the ground lease structures for FCURA owned property that embed long-term affordability covenants, (b) long term community involvement, and (c) a framework to oversee the multi-property redevelopment initiative.
- **Development Advisory Services** as it relates to the initial phase of development on the FCURA owned property and partnering structures, as needed, related to multi-property redevelopment

initiative.

- **Conditions Precedent to Phase 1 of Development** such as completion of a PUD or Overall Development Plan (ODP) encompassing phases, subdivisions, and a vision for the broader multi-property redevelopment opportunity.

Deliverable: A strategic workshop, likely one day in length with advance homework; project charter.

Preliminary versions of the following:

- Provide real life examples of how a similar size site can have multiple uses and phases.
- Plans showing geographic areas of focus
- Potential Land Uses/Program
- Project Vision, Goals, Objectives and Principles and Directives

Task 2 – Project Objectives & Concept

The conceptual scope of work outlined in Task 1 will be translated into a clear set of redevelopment objectives (such as, delivering on the promise of a community center, affordable housing, “15-minute village”, sustainability objectives, walkability, connectivity to the neighborhood, role of civic uses and public spaces, and cultural vibrancy and authenticity). The objectives will help to define the conceptual vision for the redevelopment project to be further refined through a community-informed visioning process (subject of *Work Order 2*).

The intent of this task is to create a clear set of objectives and high-level concept to use as a guidepost throughout the rest of the redevelopment process. This will be essential to keeping FCURA and ULC aligned throughout the coming years.

Deliverable: Redevelopment Project Guidance Report: *Project Objectives & Concepts*

- Plans showing geographic areas of focus of the Master Site
- Broad Land Use Framework Analysis – available infrastructure, circulation, emergency access
- Diagrammatic Conceptual Plan
- Supporting Imagery expressing project intent and goals of a multi-phase development
- Refined Potential Land Uses/Program
- Project Vision, Goals, Objectives and Principles and Directives
- Preliminary Feasibility Analysis

Task 3 – Redevelopment Coalition Governance Framework Concept

Develop a governance framework concept to oversee the multi-property redevelopment initiative, including roles and responsibilities for ULC, FCURA, community members, and existing and future development partners. Review examples and models from similar efforts in other communities, and highlight potential risks, rewards, costs, and benefits that would likely be experienced if applied to the Project. Ensure that the framework provides a collaborative structure to give a meaningful and authentic voice to neighborhood residents and small business owners.

The framework concept will serve as a basis for engaging FCURA leadership, the community, redevelopment partners, and community partners in the master planning process. During the master

planning process, the concept will be tested and refined before becoming codified with governance documents.

Deliverable: Redevelopment Coalition Conceptual Framework; Key partnerships defined & codified

- Ground Lease Parameters and Objectives
- Ground Lease governing and enforcement mechanisms
- Use of the Ground Lease(s) for multiple phases of Master Site development

Task 4 – Development Advisory Services

The formation and delivery of the Project have a core tension that is beneficial and welcome – maximizing momentum, seizing prudent opportunities, planning for an enduring legacy; all while balancing against uncertain opportunities. This tension is often at the center of many redevelopment projects. The FCURA board has made it clear that the community center is a key and urgent focus of redevelopment based on community input. Therefore, it should be part of the initial phase of redevelopment.

The Professional will provide two different layers of development services in this first Work Order, including:

- Advising the FCURA board and staff on developing partnership agreements to solidify a multi-property coalition. This effort will attempt to resolve the uncertainty around a broader redevelopment project centered on the FCURA owned property.
- Support the solicitation of partners to deliver on the community center, and any necessary associated development, as the first phase of the redevelopment project. This effort will seek to maintain momentum.

The path to a community center will require creativity and innovation. As a result, the Professional will be exploring a variety of approaches to quickly delivering the community center. This exploration will move as swiftly as possible based on evaluation criteria developed by the Professional in consultation with FCURA. The options to be evaluated will include but are not limited to:

- Development of a portion of FCURA owned property as a standalone community center.
- Development of a portion of FCURA owned property as a mixed-use development to support the financial burden of constructing a community center.
- Adaptive reuse of other buildings within the redevelopment area A coalition of non-profit organizations and community partners (aka the Vista Coalition) have already begun work on a concept to deliver on the FCURA board’s key focus: the community center. The Professional will help to coordinate discussions with this group regarding their progress and how they might support the options outlined above.

Deliverable: Key coalition partnership agreements executed; Potential partnership agreement with Vista Coalition executed (*depending on result of engagement and community center option analysis*)

Task 5 – Denver Site Visit

The Denver Site Tour will be scheduled within the first 90 days of contract execution. This is not a supplemental activity — it is a foundational step in aligning the FCURA Board and leadership around what equitable master site development looks like in practice.

Purpose	Who Should Attend	Timing
Build Board understanding of ground leases and equitable master development through firsthand experience of both ULC projects and suitable non-ULC projects.	FCURA Board members and staff, key City staff, RVi, with ULC as the lead.	Months 2–3 (<i>within 90 days of contract signing</i>) — before major governance decisions are finalized

Proposed Tour Sites in Denver

The Professional will curate and plan a full-day tour showcasing multiple projects that demonstrate different aspects of the Fort Collins vision. Illustrative sites include:

- Master-planned mixed-use sites where ULC ground leases have protected commercial affordability long-term for locally owned small businesses
- Innovative projects (both ULC and non-ULC) that celebrate Hispanic/Latino cultural heritage while preventing or remediating neighborhood blight and stimulating private investment nearby
- Affordable housing developments layered on community land trust and ground lease structures
- Transit-oriented sites with pedestrian-scale design in formerly auto-oriented corridors
- Community spaces, arts facilities, and neighborhood-serving amenities developed under equitable development frameworks

The Professional will prepare a pre-tour briefing document and facilitate a post-tour debrief session, translating lessons from Denver directly into recommendations for governance design.

Deliverable: Tour debrief report

EXHIBIT B SCHEDULE

Schedule Overview by Task

The following timeline reflects the Professional’s commitment to completing Work Order 1 within nine (9) months of contract execution. The Denver Site Tour is intentionally anchored in Months 2-3 to inform all subsequent governance and planning work.

Figure 1 - Work Order Schedule Overview

Task	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Task 1: Project Initiation & Strategic Workshop	-	X	-	-	-	-	-	-	-
Task 2: Project Objectives & Concept	-	X	X	X	-	-	-	-	-
Task 3: Redevelopment Coalition Governance Framework Concept	-	-	X	X	X	X	-	-	-
Task 4: Development Advisory Services	X	X	X	X	X	X	X	X	X
Task 5: Denver Site Tours	-	-	X	X	-	-	-	-	-

Phasing of Project Stages (Initial)

The redevelopment will proceed in stages, as opportunity and uncertainty are resolved additional stages will be initiated to maximize momentum and progress, while preserving the ability to explore opportunities and plan for legacy. A key aspect of the project coordination between FCURA and the Professional will be determining when an opportunity has been explored sufficiently to determine it is time to move on.

Figure 2 - Work Order Coordination

Work Order	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR
1: Initiate Redevelopment	X	X	X	X	X	X	X	X	X	-	-	-
2: Master Plan	-	-	-	*	X	X	X	X	X	X	X	X
3: Phase 1 Development	-	-	-	-	-	-	*	X	X	X	X	X

* Initiation of these work orders will occur once key milestones within the subsequent work order has been completed. The timing of the items may vary slightly. However, FCURA and the Professional agree that progress should move swiftly.

Key Milestones & Deliverables

The following key milestones are essential to completing Work Order 1 in a timely manner and facilitating forward momentum on the rest of the redevelopment project.

Figure 3 - Work Order Key Milestones & Deliverables

Month(s)	Milestone / Activity	Key Deliverable / Outcome
1) May	<ul style="list-style-type: none"> ▪ Contract execution ▪ Kickoff meeting with FCURA ▪ Confirm Denver Site Tour date 	<ul style="list-style-type: none"> ▪ Project charter
2) May – June	<ul style="list-style-type: none"> ▪ Initial Meetings with potential redevelopment coalition partners ▪ Initial Vista Coalition Meeting 	<ul style="list-style-type: none"> ▪ Redevelopment Guidance Document <i>(finalized with input from the site tour debrief document)</i>
3) June – July	<ul style="list-style-type: none"> ★ DENVER SITE TOUR ★ ▪ Visit ULC development sites 	<ul style="list-style-type: none"> ▪ Board alignment on FCURA owned property governance model ▪ Tour debrief report
3) July – November	Redevelopment Coalition Solidified	<ul style="list-style-type: none"> ▪ Partnership agreements in place with key coalition partners ▪ Redevelopment Coalition Governance Framework

DRAFT

January 23, 2026

AGENDA ITEM SUMMARY

Urban Renewal Authority



STAFF

Josh Birks, Acting Executive Director
Andy Smith, Redevelopment Manager

SUBJECT

Public Hearing and Resolution No. 161 to Approve a Supplemental Budget Resolution for Vine & Jerome Intersection Improvements.

EXECUTIVE SUMMARY

The purpose of this item is to consider a supplemental budget resolution for **\$239,076** toward the City of Fort Collins' Vine Drive and Jerome Street Intersection Improvements Project in the North College Urban Renewal Plan Area.

BACKGROUND / DISCUSSION

At the January 23, 2025 Fort Collins Urban Renewal Authority ("FCURA") meeting, the Board approved contributing to the Vine Drive and Jerome Street Intersection Improvement Project (the "Vine & Jerome Project"). The resolution approved a contribution of \$239,076 to support Base Project including the following:

1. Two-way pedestrian crossing of Vine Drive on the east side of Jerome Street.
2. Bicycle crossings (northbound and southbound) of Vine Drive on either side of Jerome Street.
3. Rectangular Rapid Flashing Beacons (RRFBs) with push buttons for pedestrians and cyclists.
4. Protected bike corner island on the west side of Jerome Street intended to eliminate right-hook crashes.
5. Improved and widened sidepath (trail) on the south side of the intersection (Vine Drive) with Americans with Disabilities Act (ADA) compliant ramps, connecting to the Whitewater Park and Poudre River Trail.
6. Widened sidepath (trail) on the east side of Jerome Street to serve as the northeast trail extension.
7. New striping, signing, and marking of the intersection to safely facilitate pedestrian and bicycle movements.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

AUTHORITY FINANCIAL IMPACTS

\$239,076.

PUBLIC OUTREACH

None.

ATTACHMENTS

- 1. Resolution No. 161

RESOLUTION NO. 161
OF THE BOARD OF COMMISSIONERS OF THE FORT COLLINS URBAN RENEWAL
AUTHORITY ADOPTING A SUPPLEMENTAL BUDGET RESOLUTION FOR VINE &
JEROME INTERSECTION IMPROVEMENTS

A. The Fort Collins Urban Renewal Authority (“Authority”) on August 28, 2025, 2026 adopted the annual budget for the fiscal year beginning January 1, 2026 and ending December 31, 2026 per Fort Collins Urban Renewal Authority Resolution No. 152, pursuant to and in accordance with Colorado local budgeting requirements and Colorado statute; and

B. A need exists to allocate funds from the 2026 revenues received by the Authority toward the City of Fort Collins’ Vine Drive and Jerome Street Intersection Improvements Project in the North College Urban Renewal Plan Area (the “Vine & Jerome Project”); and

C. The amended 2026 budget, as revised by this Resolution, remains in balance as required by law; and

D. Allocating funds to the Vine & Jerome Project is within the existing Authority obligations and revenue funds available and is appropriate and necessary.

In light of the foregoing recitals, which the Authority hereby makes and adopts as its determinations and findings, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE FORT COLLINS URBAN RENEWAL AUTHORITY as follows:

Section 1. The foregoing Recitals are incorporated herein by this reference.

Section 2. That the 2026 appropriation for the North College Urban Renewal Plan Area is hereby modified to provide for the \$239,076 budget request for the Vine & Jerome Project, and the remittance and reappropriation of the funds set forth in this Resolution is hereby authorized.

Section 3. The Board finds that the required notice and opportunity for public inspection, were properly made and held in accordance with C.R.S. §§ 29-1-106 and 29-1-109.

Section 4. This Resolution is enacted as a supplemental budget and appropriation pursuant to C.R.S. § 29-1-109.

Section 5. If necessary, the Secretary of the Authority is directed to file a certified copy of this Resolution with the Division of Local Government, Department of Local Affairs, State of Colorado.

Passed and adopted on April 23, 2026.

FORT COLLINS URBAN RENEWAL
AUTHORITY

By: _____
Chair

ATTEST:

Acting Secretary

Effective Date: April 23, 2026
Approving Attorney: Caitlin Quander

Exhibits: None