

**City Council Agenda Packet
For 2-21-2023**

Part 2

Discussion Items 14-17

Packet Pages 157-1,026

O) CONSIDERATION OF ITEMS PLANNED FOR DISCUSSION

The method of debate for discussion items is as follows:

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

Note: Time limits for individual agenda items may be revised, at the discretion of the Mayor, to ensure all have an opportunity to speak. 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.

14. Second Reading of Ordinance No. 015, 2023, Appropriating Philanthropic Revenue By City Give and Conservation Trust Funds for the Construction of the 9/11 Memorial at Spring Park and Related Art in Public Places.

The purpose of this item is to request appropriation of \$480,765.00 for the designated purpose toward the construction of the 9/11 Memorial at Spring Park, 2100 Mathews Steet, Fort Collins, CO. This Ordinance was adopted 6-1 (Nay: Ohlson) on First Reading on February 7, 2023.

A partnership between the City of Fort Collins and Poudre Fire Authority, the 9/11 Memorial will be located in midtown Fort Collins, and will honor firefighters, emergency medical technicians, law enforcement officers, and nearly 3,000 others who lost their lives on September 11, 2001.

15. Items Related to Residential Solid Waste Collection.

A. First Reading of Ordinance No. 027, 2023, Amending Chapter 12, Article II and Chapter 15, Article XV of the Code of the City of Fort Collins to Allow for the Establishment of a City Waste Collection Program and Generally Updating Provisions of the Code Governing Waste Collection Within the City.

B. First Reading of Ordinance No. 028, 2023, Authorizing the City Manager to Enter Into a Contract for the Provision of Residential Waste Collection Services.

C. First Reading of Ordinance No. 029, 2023, Appropriating Prior Year Reserves for Start-up Costs to Create a Contracted Residential Waste Collection Program.

The purpose of this item is to consider the adoption of a contracted residential waste and recycling program, which includes three separate Ordinances and one policy question:

1. Ordinance No. 027, 2023, would amend the City Code to enable the contracted hauling program and establish the City Administrative Fee to fund the City's role in the program.
2. Ordinance No. 028, 2023, would adopt the contract with Republic Services.
3. Ordinance No. 029, 2023, would approve an off-cycle general fund appropriation in the amount of \$107,251 to support the start-up phase of the proposed program.

4. Policy question: Do Councilmembers prefer the weekly or every-other-week recycling collection option?

This program aligns with the Council Priority to Explore a Districted System for Garbage, Recycling and Compost.

The proposed program includes the following benefits:

- Trash, recycling as well as yard trimmings and two bulky item collections per year for a cost similar to what most residents paid in 2022 for only trash and recycling
- A more affordable way to increase the collection of yard trimmings from residents
- Cost-effective, predictable pricing
- Opportunity to ensure a high level of customer service with penalties to the hauler and service credits to customers in the event of a missed pickup etc.
- Fewer trucks on residential roads helps to improve neighborhood safety, quality of life, reduces emissions, also reduces road wear and tear
- Additional yard trimmings composted (78% - 130% increase) and additional materials recycled if Councilmembers select the weekly recycling policy option (9% - 27% increase). Additional yard trimmings and recycling combined would achieve 3.7% - 6.7% of the progress needed to meet the zero waste goal.

16. First Reading of Ordinance No. 022, 2023 Appropriating Prior Year Reserves for a Conditional Capital Contribution of \$1,000,000 for Construction of a New Public Terminal Facility at the Northern Colorado Regional Airport.

The purpose of this item is for Council to consider a public position of support by appropriating an anticipated \$1,000,000 conditional capital contribution for the construction of a new public terminal facility (Project) at the Northern Colorado Regional Airport (Airport). Total Project costs are estimated to be \$25,000,000, and this Ordinance's adoption by the end of February helps to secure the anticipated \$21,000,000 of federal funding. At the suggestion of the Council Finance Committee, staff has developed a series of performance indicators to use as terms and conditions of the City contribution.

17. First Reading of Ordinance No. 030, 2023, Adopting the North College MAX BRT Plan as a Component of City Plan.

The purpose of this agenda item is for City Council to consider adoption of the North College Max Plan. The North College MAX BRT Plan is the result of approximately 18 months of community engagement, information analysis, and concept refinement. The plan provides recommendations for Bus Rapid Transit, local transit routes, bicycle and pedestrian facilities, future development, and affordability.

February 21, 2023

AGENDA ITEM SUMMARY

City Council



STAFF

Nina Bodenhamer, Director, City Give
Ted Hewitt, Legal

SUBJECT

Second Reading of Ordinance No. 015, 2023, Appropriating Philanthropic Revenue By City Give and Conservation Trust Funds for the Construction of the 9/11 Memorial at Spring Park and Related Art in Public Places.

EXECUTIVE SUMMARY

The purpose of this item is to request appropriation of \$480,765.00 for the designated purpose toward the construction of the 9/11 Memorial at Spring Park, 2100 Mathews Steet, Fort Collins, CO. This Ordinance was adopted 6-1 (Nay: Ohlson) on First Reading on February 7, 2023.

A partnership between the City of Fort Collins and Poudre Fire Authority, the 9/11 Memorial will be located in midtown Fort Collins, and will honor firefighters, emergency medical technicians, law enforcement officers, and nearly 3,000 others who lost their lives on September 11, 2001.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

BACKGROUND / DISCUSSION

Adjacent to PFA Station 3, abutting Spring Park, the park will serve as the permanent home to the steel World Trade Center I-Beam, moved to Fort Collins in 2015. A symbol of resilience, this WTC artifact will draw visitors to reflect on the collective loss and incredible acts of bravery of September 11th.

Colorado Task Force 1- Urban Search and Rescue, a federal disaster response team, deployed 64 Coloradans—including nine firefighters from the Poudre Fire Authority (PFA) —to New York City to assist with urban search and recovery. By telling their story, we acknowledge that the response to tragedy defines a community more than the tragedy itself.

Funding for the memorial is the culmination of generous community donors, Poudre Fire Authority and the City of Fort Collins. This item Appropriates \$180,765.00 representing a range of philanthropic gifts designated for the sole purpose of the 9/11 Memorial at Spring Park from individuals, businesses and local foundations, including \$80,000 awarded from our partner, Poudre Fire Authority.

This item also appropriates \$300,000 in the Conservation Trust Fund received from the Colorado State Lottery in accordance with state statutes to be “expended only for the acquisition, development, and maintenance of new conservation sites or for capital improvements or maintenance for recreational purposes on any public site.” The 9/11 Memorial meets the parameters of a “capital improvement . . . for

recreational purposes on any public site.” Operationally, the City has set a precedent of focusing the Conservation Trust funding source to support trails, however this special circumstance meets the allowable uses of the funding source and would enable the ability to leverage private funds for an important community amenity. After this one-time appropriation, the Conservation Trust reserves will still maintain a reasonable reserve balance without any anticipated impacts to the 2023-2024 workplan for trails.

CITY FINANCIAL IMPACTS

This Ordinance will appropriate \$480,765.00, including \$300,000 in Conservation Trust Funds. Three thousand dollars or 1% of the Conservation Trust Fund’s contribution will be transferred to the Cultural Services and Facilities Fund for Art in Public Places, per the City Code requirement for construction projects costing more than \$250,000. The remaining \$180,765.00 of the appropriation is from philanthropic revenue received by City Give for Park, Planning & Design, which is exempt from 1% applied to Art in Public Places per philanthropic policy guaranteeing 100% of charitable awards are dedicated in entirety to the designated project per donor intent. The philanthropic funds have been received and accepted per the City Give Administrative and Financial Policy.

The City Manager has also determined that these appropriations are available and previously unappropriated from the designated funds and will not cause the total amount appropriated in these funds to exceed the current estimate of actual and anticipated revenues and all other funds to be received in these funds during fiscal year 2023.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

First Reading attachments not included.

1. Ordinance for Consideration

ORDINANCE NO. 015, 2023
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROPRIATING PHILANTHROPIC REVENUE RECEIVED BY CITY GIVE AND
CONSERVATION TRUST FUNDS FOR THE CONSTRUCTION OF THE 9/11 MEMORIAL
AT SPRING PARK AND RELATED ART IN PUBLIC PLACES

WHEREAS, the City of Fort Collins and Poudre Fire Authority have collaborated to construct a memorial to the events of September 11, 2001, at Spring Creek Park, adjacent to Poudre Fire Authority Station 3 (the “Memorial”); and

WHEREAS, the Memorial will serve as the permanent home for a steel World Trade Center I-beam; and

WHEREAS, the Memorial will honor firefighters, emergency medical technicians, law enforcement officers, and nearly 3,000 others who lost their lives on September 11, 2001; and

WHEREAS, the City has received \$180,765 in donations for the Memorial, including \$80,000 from Poudre Fire Authority; and

WHEREAS, the City possesses Conservation Trust Funds received from the Colorado State Lottery, which per C.R.S. 29-21-101(4) “shall be expended only for the acquisition, development, and maintenance of new conservation sites or for capital improvements or maintenance for recreational purposes on any public site”; and

WHEREAS, under C.R.S. 29-21-101(4), construction of the Memorial is a capital improvement for recreational purposes on a public site; and

WHEREAS, this appropriation benefits public health, safety and welfare of the citizens of Fort Collins and serves the public purpose of facilitating the construction of a public memorial to the tragic events of September 11, 2001; and

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

WHEREAS, a portion of the funds appropriated in this Ordinance for the Project are ineligible for use in the APP Program due to restrictions placed on them by philanthropic revenue received by City Give, the source of these funds; and

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

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

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

WHEREAS, the City Manager has recommended the transfer of \$3,000 from the Conservation Trust 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, Article V, Section 11 of the City Charter authorizes the City Council to designate in the ordinance when appropriating funds for a donation, that such appropriation shall not lapse at the end of the fiscal year in which the appropriation is made, but continue until the earlier of the expiration of the donation or the City's expenditure of all funds received from such grant or donation; and

WHEREAS, the City Council wishes to designate the appropriation herein for the Memorial as an appropriation that shall not lapse until the earlier of the expiration of the or donation or the City's expenditure of all funds received from such donation.

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 philanthropic revenue in the Conservation Trust Fund the sum of ONE HUNDRED EIGHTY THOUSAND SEVEN HUNDRED SIXTY-FIVE DOLLARS (\$180,765) to be expended in the Conservation Trust Fund for the 9/11 Memorial at Spring Park.

Section 3. That there is hereby appropriated from prior year reserves in the Conservation Trust Fund the sum of THREE HUNDRED THOUSAND DOLLARS (\$300,000) to be expended in the Conservation Trust Fund for the 9/11 Memorial at Spring Park.

Section 4. That the unexpended and unencumbered appropriated amount of TWO THOUSAND THREE HUNDRED FORTY DOLLARS (\$2,340) in the Conservation Trust Fund

is hereby authorized for transfer to the Cultural Services and Facilities Fund and appropriated and expended therein to fund art projects under the APP Program.

Section 5. That the unexpended and unencumbered appropriated amount of SIX HUNDRED DOLLARS (\$600) in the Conservation Trust Fund is authorized for transfer to the Cultural Services and Facilities Fund and appropriated and expended therein for the operation costs of the APP Program.

Section 6. That the unexpended and unencumbered appropriated amount of SIXTY (\$60) in the Conservation Trust Fund is authorized for transfer to the Cultural Services and Facilities Fund and appropriated and expended therein for the maintenance costs of the APP Program.

Section 7. That the appropriation herein for the 9/11 Memorial at Spring Park is hereby designated, as authorized in Article V, Section 11 of the City Charter, as an appropriation that shall not lapse at the end of this fiscal year but continue until the earlier of the expiration of the donation or the City's expenditure of all funds received from such donation.

Introduced, considered favorably on first reading, and ordered published this 7th day of February 2023, and to be presented for final passage on the 21st day of February 2023.

Mayor

ATTEST:

City Clerk

Passed and adopted on final reading on the 21st day of February 2023.

Mayor

ATTEST:

City Clerk

February 21, 2023

AGENDA ITEM SUMMARY

City Council



STAFF

Caroline Mitchell, Waste Reduction and Recycling Program Manager
Lindsay Ex, Environmental Services Director
Ted Hewitt, Legal

SUBJECT

Items Related to Residential Solid Waste Collection.

EXECUTIVE SUMMARY

A. First Reading of Ordinance No. 027, 2023, Amending Chapter 12, Article II and Chapter 15, Article XV of the Code of the City of Fort Collins to Allow for the Establishment of a City Waste Collection Program and Generally Updating Provisions of the Code Governing Waste Collection Within the City.

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The purpose of this item is to consider the adoption of a contracted residential waste and recycling program, which includes three separate Ordinances and one policy question:

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2. Ordinance No. 028, 2023, would adopt the contract with Republic Services.
3. Ordinance No. 029, 2023, would approve an off-cycle general fund appropriation in the amount of \$107,251 to support the start-up phase of the proposed program.
4. Policy question: Do Councilmembers prefer the weekly or every-other-week recycling collection option?

This program aligns with the Council Priority to Explore a Districted System for Garbage, Recycling and Compost.

The proposed program includes the following benefits:

- Trash, recycling as well as yard trimmings and two bulky item collections per year for a cost similar to what most residents paid in 2022 for only trash and recycling
- A more affordable way to increase the collection of yard trimmings from residents
- Cost-effective, predictable pricing

- Opportunity to ensure a high level of customer service with penalties to the hauler and service credits to customers in the event of a missed pickup etc.
- Fewer trucks on residential roads helps to improve neighborhood safety, quality of life, reduces emissions, also reduces road wear and tear
- Additional yard trimmings composted (78% - 130% increase) and additional materials recycled if Councilmembers select the weekly recycling policy option (9% - 27% increase). Additional yard trimmings and recycling combined would achieve 3.7% - 6.7% of the progress needed to meet the zero waste goal.

STAFF RECOMMENDATION

Staff recommends adoption of these Ordinances on First Reading. Staff does not have a policy recommendation between weekly or every-other-week recycling.

BACKGROUND / DISCUSSION

One of the adopted Council Priorities is to explore a districted system for garbage, recycling, and compost for single family homes. Districting is a sub-type of a contracted trash and recycling system. To ensure the broadest possible conversation in the community, the term “contracting” has been used throughout this project.

Alignment with Adopted Goals and Plans

The Residential Solid Waste Collection Services Program (Program) would enable actions essential to meeting Fort Collins’ adopted goal to produce zero waste by 2030. Fort Collins 2020 Community Diversion Rate goal was 75%, which was not achieved. In 2020, the Residential Diversion rate was 29% and the Community Diversion Rate (combining residential, commercial and industrial materials) was 52%. Increased composting is also a critical path to achieving our climate goals.

Contracting for trash and recycling aligns with several adopted plans and other Council priorities. Those plans include:

- Our Climate Future, Big Move 2: Zero Waste Neighborhoods
- City Plan, Principle ENV 5: Create a Zero Waste System
- Strategic Plan, Environmental Health 4.3 Zero Waste

Contracting for single family home trash, recycling and compost also supports the following adopted Council Priorities:

- *Accelerate Composting*
- *Improve Air Quality*
- *Enhanced Recycling Education*

Past Council Feedback

City staff has met with the full City Council on three separate occasions and have met with the Council Finance Committee once. The following bullets summarize their feedback:

April 12th Work Session

- Continue efforts to pursue contracting
- Continue to engage community members regarding this effort and ensure engagement includes the benefits of trash contracting
- Engage community members to understand priorities related to contracting and service options and what community concerns should be addressed via the process

- Refine peer community research to understand best practices in program and Request for Proposal (RFP) development
- Present options for elements of a contracted system at the July 12th Council Work Session

July 12th Work Session

- Draft a Resolution that directs staff to develop and issue an RFP that reflects the staff recommendations and Council discussion at the July 12 Work Session
- Bring the Resolution for Council's consideration at its July 19 meeting

July 19th Regular Session

- Council adopted Resolution 2022-079 directing staff to develop and issue a Request for Proposals for contracted residential waste and recycling collection with specific program elements and designed to meet specific goals (see the Resolution for these specific elements and the Contract elements section below for the outcome of the RFP process)

February 2nd Council Finance Committee

- Unanimous support of the proposed \$1.35 administrative fee and \$107,251 appropriation for 2023 program start-up costs

Contract

Competitive Purchasing Process

Based on this Council direction and community member feedback, City staff issued a Request for Proposals (RFP) in the fall of 2022. Three firms (Republic Services, Waste Management, and Sweetman Sanitation) submitted proposals. A cross-disciplinary team of City staff and external consultants with specific subject matter expertise in single hauler systems (LBA Consulting and a member of the Recycling Partnership) interviewed the three firms in late November 2022. Republic Services' proposal most closely aligned with the priorities and evaluation criteria in the RFP. Staff negotiated a contract with Republic (attached) that will extend to September 30, 2029.

Contract elements

The contract includes the following elements:

- Service start date: 9/30/24
- Duration: 5 years from the service start date
 - The time between the contract being signed and the service start date allows the Contractor to purchase trucks, hire staff, and conduct community outreach to ensure a smooth roll out
- Services included:
 - Weekly trash collection, weekly seasonal yard trimmings collection, two bulky items per year
 - The contract includes options for weekly or every other week recycling, pending Council decision on this service
 - Residents will automatically be signed up for yard trimmings collection, but may decline the service and receive a \$5 discount on their monthly bill
 - Food scrap collection is not included in this contract, but the contract can be amended when this service is available
- Sustainable vehicle strategy:
 - One electric collection vehicle will be utilized as a pilot
 - Any new vehicles purchased to service this contract will run on natural gas generated from landfill capture etc. (rather than new extraction)
 - Republic will not purchase any more diesel trucks to provide service under the contract
- Carts:
 - Contractor would purchase carts with a City logo, which will be paid for as part of the monthly service fee
 - The carts would remain at households at the end of the contract regardless of the vendor selected for the next contract

- This supports consistency for residents and a level playing field for all potential vendors in the next competitive purchasing process
- Billing:
 - Contractor would bill residents directly
- Customer Service:
 - Contractor would provide a high level of customer service, including dedicated customer service representatives
- Performance:
 - The contractor is subject to extensive liquidated damages and performance standards to ensure a high level of service

Pricing

The following monthly prices would be effective from 2024-2025 and includes trash, recycling, yard trimmings, 2 bulky item collections per year, and also includes the up to \$1.35 City administrative fee:

- XS trash cart (~16 gallons): \$11.10
- S cart (35 gallons): \$17.85
- M cart (65 gallons): \$34.60
- L cart (95 gallons): \$51.35
- XL cart (2 L carts): \$101.60

The contract allows a 3% price increase per year. The hauler may apply for an additional price increase only in the case of increased tip fees or regulatory changes. This creates a consistent, predictable price for community members, which was one of the goals prioritized by low-income community members.

Opt-out Fee

Households may opt out of the Program and use a different hauler or take material to the landfill themselves but must pay an opt-out fee equal to the smallest level of trash service (\$11.10 / month).

Contract exclusions

- Homeowner's Associations (HOAs)
 - HOAs with contracts that comply with the City's Pay-As-You-Throw and yard trimmings service requirements and that are in effect prior to the date the contract is signed may continue with their existing contracts or join the City's contract
 - City staff will check HOA contracts to ensure compliance with City requirements in Q2-Q4 2023. Contracts out of compliance will have a fixed amount of time to either update their contracts or join the City's contract
- Variances
 - Households may apply for variances. Any variance application will be verified by City compliance staff. Households granted a variance will be exempt from Program participation and will not have to pay the administrative fee. Variances include:
 - Large waste volume producing households (a household that generates more than two large carts' worth of waste per week)
 - Shared service (two households that share the XS cart service)
- Dumpsters
 - Single unit residential dwellings and multi-unit residential dwellings with seven or fewer units that utilize a dumpster for waste collection are exempt from the Program. (The Community Recycling Ordinance would apply to these locations)

Every other week or weekly recycling option

A policy option within the contracted program is to select to remain with the current every other week recycling or to shift to weekly recycling collection for a small increase in the service fee.

Benefits of weekly recycling	Tradeoffs of weekly recycling
Additional recycling ~800 – 2500 tons (9% - 27% increase)	Additional cost \$1.25 / mo for small cart customers
Net GHG benefits 1100-3600 MTCO ₂ e reduction ~3-8% of waste emissions ~3-8% of waste emissions (accounts for increased transportation emissions)	Slight GHG increase 60 MTCO ₂ e increase from additional trucks (GHG increase offset by emissions reductions from more recycling) Additional truck in the neighborhood every other week
Net GHG benefits 1100-3600 MTCO ₂ e reduction ~3-8% of waste emissions (0.05-0.15% progress toward climate goals)	Slight GHG increase 60 MTCO ₂ e increase from additional trucks (GHG increase offset by emissions reductions from more recycling)
Additional convenience Supports the increase in residential recycling from online shopping and more people working from home	Additional truck in the neighborhood every other week

The prices for the weekly and every other week options are included below.

Trash cart size	Option 1: Every Other Week Recycling Price	Option 2: Weekly Recycling Price
XS	\$11.10	\$11.10
S	\$17.85	\$19.10
M	\$34.60	\$37.10
L	\$51.35	\$55.10
XL	\$101.60	\$109.10

Pricing Compared with Current Service Costs

Trash Bill Analysis

City staff conducted a Trash Bill Analysis to understand current prices paid by community members (attached). The following highlights emerged:

- Community members pay different prices for the same service
 - Some are paying \$6-\$22 more per month (sometimes twice the price) than others for the same service. Prices are even different from the same company in the same area of town
- Haulers may not be charging the full amount for medium and large trash cart service required by the City's Pay-As-You-Throw requirements
- Most haulers increased their service prices in late 2022 or early 2023. Staff called to get updated pricing in February 2023. Prices had increased 2% - 41% depending on the hauler and cart size

Comparison with Contracted Service Costs

The following information is based on trash bills from 2022. It shows that an apples-to-apples comparison of services in the current system and the contracted system show a significant cost savings for residents in the contracted system.

Trash Cart Size	% of Households Now	Trash + Recycling Only			
		Current	Contract	\$ Change	% Change
XS	0.5%	\$15.93	\$11.10	\$ (4.83)	-30%
Small	43%	\$18.18	\$12.85	\$ (5.33)	-29%
Med	41%	\$33.20	\$29.60	\$ (3.60)	-11%
Large	15%	\$45.11	\$46.35	\$ 1.24	3%
XL	n/a	n/a	\$96.60		

Trash Cart Size	Trash + Recycling + Yard Trimmings				Trash + Recyc + Yard Trims + Bulky Items			
	Current	Contract	\$ Change	% Change	Current	Contract	\$ Change	% Change
XS	\$33.10	\$11.10	\$ (22.00)	-66%	\$39.35	\$11.10	\$ (28.25)	-72%
Small	\$35.35	\$17.85	\$ (17.50)	-50%	\$41.18	\$17.85	\$ (23.33)	-57%
Med	\$50.37	\$34.60	\$ (15.77)	-31%	\$56.20	\$34.60	\$ (21.60)	-38%
Large	\$62.28	\$51.35	\$ (10.93)	-18%	\$68.12	\$51.35	\$ (16.77)	-25%
XL	n/a	\$101.60			n/a	\$101.60		

Administrative Fee and Appropriation Request

A Fee Study (Attached) was conducted and recommended an administrative fee of up to \$1.35 per household per month to recover the City's costs of administering the Program (including program roll-out, program management, compliance and customer service). All pricing in the Council materials includes the \$1.35 administrative fee.

The City would begin collecting the revenue from the administrative fee revenue when service starts on September 30, 2024. A budget appropriation is requested to fund start-up costs from the contract adoption until the administrative fee collection begins. The appropriation would be repaid from administrative fee revenue over the duration of the contract.

The fee and appropriation were reviewed and unanimously supported by Council Finance Committee on February 2, 2023.

Benefits and Tradeoffs

The following benefits and tradeoffs of shifting to a contracted residential hauling program have been identified. More details are included in the Benefits and Tradeoffs attachment.

Benefits:

- Increased equity and lower pricing
 - Cost-effective price for service
 - Predictable pricing
 - Access to bulky item collection
- Increased composting from yard trimmings collection
- Increased recycling (if Councilmembers select weekly recycling option)
- Greenhouse gas emissions reductions
- Street maintenance savings

- Sustainable collection vehicles
- Fewer trucks in neighborhoods
- High level of customer service with enforcement capability

Tradeoffs:

- Households would have to pay an opt out fee of \$11.10 / month to use a hauler other than the City's contracted hauler
- Perception of a reduction in competition in the hauling industry in Fort Collins
 - The proposed contract only accounts for 20% of the market share of trash and recycling hauling in Fort Collins by revenue

Code Changes

The proposed Code changes include the following elements:

- Create a Residential Solid Waste Collection Program
- Create an administrative fee
- Confirm that HOAs may continue their contracts as long as they meet the Code requirements
- Update HOA yard trimmings requirement to match the City contract's level of service by September 30, 2024 (update from households having to request yard trimmings collection service to household being automatically signed up for yard trimmings but can decline service)
- Clarify Pay-As-You-Throw requirements
- Clarify limitations on which types of fees collectors may charge customers
- Provide that collectors take ownership of certain kinds of waste when it is loaded into a vehicle and providing that collectors do not take ownership of hazardous waste or other waste that is not accepted as disposal facilities

Next Steps

If Councilmembers adopt the Ordinances on First Reading, the following would be next steps:

- Second Reading on March 7, 2023
- Staff would then work with contractor to prepare for service roll out on September 30, 2024
- Appropriation for 2024 startup costs would be included in the mid-cycle budget process

CITY FINANCIAL IMPACTS

The Program is designed to be cost neutral to the City. However, because the revenue associated with the contract does not begin until service commences, Ordinance No. 029, 2023, would appropriate \$107,251 from the General Fund Reserves in 2023 to fund start-up costs of the City's role in the Residential Solid Waste Collection Program. The General Fund would be repaid from the administrative fee revenue over the five years from the service start date of the contract (September 30, 2024). More details can be found in the attached Residential Solid Waste Collection Program Administrative Fee Study.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

The project team presented to the Natural Resource Advisory Board (NRAB) and Economic Advisory Board (EAB) in April and June 2022 and will again on February 15, 2023. Both NRAB and EAB wrote letters of support for the project in 2022 (minutes and letters are attached).

PUBLIC OUTREACH

In addition to Boards and Commissions, staff has engaged with community members, stakeholders, and haulers throughout this project. Details are included in the attached Engagement Summary.

ATTACHMENTS

1. Ordinance A for Consideration
2. Ordinance B for Consideration
3. Ordinance B Exhibit A
4. Ordinance B Exhibit B
5. Ordinance B Exhibit C
6. Ordinance B Exhibit D
7. Ordinance C for Consideration
8. Benefits and Tradeoffs of the Proposed Contracted Residential Solid Waste Collection Program
9. Trash Bill Analysis
10. Residential Solid Waste Collection Program Administrative Fee Study
11. What Would Change and What Would be the Same in the Proposed Program
12. Engagement Summary
13. Recycling Partnership Letter of Support
14. Draft Council Finance Committee Minutes
15. Economic Advisory Board Minutes and Memo
16. Natural Resources Advisory Board Minutes and Memo
17. Analysis of Trash Collection Vehicle Impacts to Street Maintenance, Noise, Safety and Vehicle Emissions from Open Market and Contracted Service
18. Review Contract with Republic Services
19. Presentation

ORDINANCE NO. 027, 2023
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING CHAPTER 12, ARTICLE II AND CHAPTER 15, ARTICLE XV OF THE CODE
OF THE CITY OF FORT COLLINS TO ALLOW FOR THE ESTABLISHMENT OF A CITY
WASTE COLLECTION PROGRAM AND GENERALLY UPDATING PROVISIONS OF
THE CODE GOVERNING WASTE COLLECTION WITHIN THE CITY

WHEREAS, on December 17, 2013, City Council adopted Resolution 2013-011 recognizing that the City's history of public education regarding recycling and solid waste reduction and waste reduction goals from 1985 through the adoption of Resolution 1999-139 and establishing the goal of diverting 50% of the community's waste stream from landfill disposal by 2010; and

WHEREAS, on October 21, 2014, City Council adopted Resolution 2014-098, establishing the City's Waste Diversion Policy with the goal of achieving "zero waste" by 2030 (with interim goals) and recognizing the City's "Road to Zero Waste" plan created to achieve this policy goal and the resulting direct economic and environmental benefits to the local and global community; and

WHEREAS, on March 16, 2021, City Council adopted Resolution 2021-031 approving and adopting the Fort Collins Our Climate Future Plan as a combined and comprehensive update to the City's Climate Action Plan, updated Energy Policy and Road to Zero Waste Plan articulating a commitment to mitigate climate change, and energy and waste reduction goals, including recycling and waste diversion as a vital strategy to reduce greenhouse gas emissions; and

WHEREAS, in 2021, the City Council directed City staff to examine ways to reduce the impacts of trash collection services in Fort Collins, including street wear, air quality, neighborhood aesthetics, noise, and other neighborhood impacts, and to identify ways to improve diversion rates for recyclable and compostable materials; and

WHEREAS, based on a study conducted by a contracted third party, having numerous heavy trash vehicles on City streets impedes the attainment of these goals and accelerates the deterioration of City streets, causing additional street maintenance costs of more than \$600,000 per year; and

WHEREAS, based on a study conducted by a contracted third party, having numerous trash vehicles on City streets impedes the attainment of greenhouse gas emission reduction goals by emitting an additional 1,200 metric tons of CO₂e per year; and

WHEREAS, at least four residential trash haulers currently provide service within the community, resulting in at least four trash trucks and four recycling trucks using residential streets to provide residential collection services each week, causing increased street wear, air pollution, noise, potential safety concerns, and other neighborhood impacts; and

WHEREAS, analysis of open market residential trash bills in Fort Collins indicates that residents currently pay 50% - 100% different prices for the same service, even from the same company in the same area of town and a contracted system would provide predictable uniform rates across the community; and

WHEREAS, additional yard trimmings collection is a key step to achieving climate and waste reduction goals and a contracted system allows for the opportunity to expand yard trimmings collection for a more affordable price than open market collection; and

WHEREAS, Colorado Revised Statutes (“C.R.S.”) § 30-15-401(7.5) authorizes the City to establish a residential waste collection program (the “Program”), through which the City can require municipal residents in single-unit residences and multi-unit residences with seven or fewer dwelling units to use or pay user charges for residential waste services; and

WHEREAS, on July 19, 2022, in Resolution 2022-079, the City Council directed City staff to design and issue a request for proposals for residential waste collection services, including trash and recycling collection services for purposes of establishing a waste collection program as authorized by C.R.S. § 30-15-401(7.5); and

WHEREAS, adoption of the Program would improve waste collection in the City including by: increased equity and lower pricing; increased composting of yard trimmings; reducing greenhouse gas emissions; saving on street maintenance; fewer trucks will drive through neighborhoods; and the Program will help ensure high level of waste collection customer service with enforcement capability; and

WHEREAS, adoption of the Program requires a series of changes to Chapter 12, Article II and Chapter 15, Article XV of the City Code; and

WHEREAS, the Code Changes include: establishing that single-family homes and multi-unit residences with seven or fewer dwelling units are within the Program and Program customers must pay the applicable rates and fees; establishing Program exclusions, including homeowners’ associations that meet certain requirements; authorizing variances for sharing service or for producing excess waste; establishing the administrative fee to be set by the City Manager; and creating a civil infraction for failure to meet Program requirement; and

WHEREAS, the Code Changes in this Ordinance include a variety of related and conforming changes to the provisions governing waste collection and waste collector licensing, including: clarifying Pay-As-You-Throw requirements; clarifying limitations on which types of fees collectors may charge customers; providing that collectors take ownership of certain kinds of waste when it is loaded into a vehicle and providing that collectors do not take ownership of hazardous waste or other waste that is not accepted at disposal facilities; amending yard trimmings collection requirements for all collectors to align with yard trimming requirements in the Program; and expanding the City Manager’s authority to examine records required to be retained by collectors.

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 12-16 of the Code of the City of Fort Collins is hereby amended by the addition of new definitions which read in their entirety as follows:

Division 1
General Requirements

Sec. 12-16. Definitions.

The following words, terms and phrases, when used in this Article shall have the meanings ascribed to them in this Section:

...

City's contracted waste collector shall mean the person licensed pursuant to Chapter 15, Article XV of this Code who enters into a contract with the City to provide collection services under the City's residential waste collection program and the City's dumpster waste collection program.

City's residential waste collection program or *program* shall mean the City's provision of residential waste collection services within the City through the City's contracted waste collector pursuant to §§ 12-28 through 12-33 of this Article.

City's dumpster waste collection program or *dumpster program* shall mean the City's provision of dumpster-based waste collection services to residential units, multi-family customers in dwellings with eight (8) or more units, and commercial customers who opt-in to the program by requesting dumpster service from the City's contracted waste collector pursuant to §§ 12-28 through 12-33 of this Article.

Commercial customers shall have the meaning set forth in § 15-411 of this Code.

...

Director shall have the meaning set forth in § 15-411 of this Code.

Dumpster shall have the meaning set forth in § 15-411 of this Code.

...

Group account shall have the meaning set forth in § 15-411 of this Code.

...

Large capacity container(s) shall have the meaning set forth in § 15-411 of this Code.

Medium capacity container(s) shall have the meaning set forth in § 15-411 of this Code.

...

Multi-family customer shall have the meaning set forth in § 15-411 of this Code.

...

Poly-cart shall have the meaning set forth in § 15-411 of this Code.

Program customer shall mean the owner or occupant of a residential unit or any person who opts-in to receive residential waste collection services.

...

Recyclable materials shall have the meaning set forth in § 15-411 of this Code.

Recycling shall have the meaning set forth in § 15-411 of this Code.

...

Residential customer shall have the meaning set forth in § 15-411 of this Code.

Residential waste collection services shall mean the collection, transportation and disposal of residential solid waste, recyclable materials and yard trimmings by the City's contracted waste collector through the City's residential waste collection service program.

Residential unit shall mean all single-unit residential buildings, and multi-unit residential buildings containing seven (7) dwelling units or fewer within the City, except for residential units excluded pursuant to § 12-29 and residential units for which a variance has been granted in accordance with § 12-30.

...

Small capacity container(s) shall have the meaning set forth in § 15-411 of this Code.

Solid waste shall have the meaning set forth in § 15-411 of this Code.

Solid waste collector shall have the meaning set forth in § 15-411 of this Code.

Volume capacity category of containers shall have the meaning set forth in § 15-411 of this Code.

Yard trimmings shall have the meaning set forth in § 15-411 of this Code.

Section 3. That Section 12-18 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 12-18. Collection and disposal of refuse and rubbish.

(a) The occupant and the owner of any premises wherein any refuse or rubbish is produced or accumulated shall be jointly and severally responsible to provide for collection service and removal of refuse and rubbish to the degree of service necessary to maintain the premises in a clean and orderly condition. They shall not contract or arrange for such collection and removal except with solid waste collectors licensed by the City under § 15-417 **and, if applicable, as required by §§ 12-28 through 12-33 of this Article.** An individual may dispose of his or her own refuse and rubbish, provided that it is properly disposed of at the Larimer County Landfill or at any other disposal site which is approved by the State, in conformity with all City and county regulations.

...

(d) When loaded into collector's vehicle, collector shall acquire title to and ownership of all non-hazardous waste that is accepted at a waste processing or disposal facility. Title to, ownership of and liability for any hazardous waste or waste that is otherwise not accepted at a processing or disposal facility shall remain with the generator of the waste and shall at no time pass to the collector.

Section 4. That Section 12-19 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 12-19. Group accounts for collection.

(a) Any person who solicits ~~solid waste~~ **refuse** collection services from a ~~solid waste~~ collector for residential customers through a group account shall arrange for such services in a manner that offers residential customers:

(1) Choices from amongst **small, medium and large** ~~volume capacity categories of the refuse~~ containers for solid waste that are placed for collection by the residential customer;

(2) Charges to residential customers that are based upon **the small, medium or large capacity solid waste container, in a manner consistent with § 15-412(c); and** ~~such volume capacity categories~~

(3) Recycling services, including ~~refuse containers~~ **Poly-carts** required to be provided for recycling, in a manner consistent with § 15-413; **and** ~~and~~

(4) **Yard trimmings collection, in a manner consistent with § 15-414.**

(b) Any person who is subject to the requirements of Subsection (a) above shall provide written notice consistent with the notice required in Subsection 15-413(d) to all residential customers served through the group account. Said notice shall be given to all such residential customers no more than thirty (30) days after notice of **rates per** ~~volume capacity categories~~ **ies, related rates of solid waste container** and **recyclable materials** ~~ing services and refuse solid waste~~ container options have been provided by **the** ~~solid waste~~ collector. In addition, written notices shall be sent to all

new residential customers who join the group account after the date of the original notice. Said additional notices shall be given to each new member no more than ten (10) days after the new member joins the group account. Said notice shall also be provided to all residential customers once per calendar year. A copy of the form of each such notice, a list of recipients of the notice, and a record of the date and manner of distribution shall be retained by the person providing the notice for a period of five (5) years from the date each notice was provided, and shall be made available to the City for inspection upon request during said period of time.

(c) No person who is subject to the provisions of Subsection (a) above shall in any way discourage or provide disincentives to any current or prospective residential customer served through a group account who wishes to select a volume capacity category or level of recycling service that is different from that selected by other residential customers served through such account.

~~(d) For the purposes of this Section, the terms contained herein shall have the same meanings as in § 15-411.~~

Section 5. That Section 12-22(b) of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec 12-22 – Required recycling.

...

(b) *Cardboard.* No person shall place recyclable cardboard in solid waste refuse containers for collection, nor shall any person bury or otherwise dispose of recyclable cardboard in or on private or public property within the City. All recyclable cardboard must either be stored and presented or delivered to a licensed solid waste collector for recycling in accordance with the provisions of Subsection 15-413(ec) or delivered directly to a qualified recycling facility appropriate for recyclable cardboard.

Section 6. That Section 12-27 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 12-27. Violations and penalties.

Any person who violates § 12-18 of this Article, or who violates Subsection 12-22(b), or Subsection 12-22(c) as it relates to Subsection 12-22(b), commits a civil infraction and is subject to the penalty provisions of Subsection 1-15(f). Any person who violates any other provision of this Article §§ 12-18 through 12-26 also commits a misdemeanor. All such misdemeanor violations are subject to a fine or imprisonment in accordance with § 1-15.

Section 7. That Chapter 12 of the Code of the City of Fort Collins is hereby amended by the addition of new Sections 12-28 through 12-33, which read in their entirety as follows:

Division 2 City's Residential Waste Collection Program

Sec. 12-28. City's residential waste collection program.

The City shall provide residential waste collection services for all program customers, except for those residences excluded pursuant to § 12-29 and those residences for which a variance has been granted in accordance with § 12-30.

Sec. 12-29. Program exclusions and opting-in to the program.

(a) All commercial customers and multi-unit residential buildings containing eight (8) dwelling units or more are excluded from the City residential waste collection program, except that multi-unit residential buildings containing eight (8) dwelling units or more may elect to participate in the City's residential waste collection program subject to the requirements set forth in this Article.

(b) All residential units served by a dumpster are excluded from the City residential waste collection service program.

(c) Commercial customers, multi-family customers, and owners or occupants of a residential unit served by a dumpster may elect to participate in the City's dumpster program by requesting service from the City's contracted waste collector subject to the program requirements set forth in the City's waste collection contract and as contained in this Article.

(d) Group accounts formed prior to March 17, 2023, conforming with all applicable requirements of this Article and of Chapter 15, Article XV of the City Code, are excluded from the City's residential waste collection program while under the agreement with the solid waste collector. Such group accounts, however, may elect to participate in the City's residential waste collection service program, subject to the requirements set forth in this Article. All group accounts formed on or after March 17, 2023, shall be subject to the City's residential waste collection program, unless otherwise excluded.

Sec. 12-30. Variances.

(a) Program customers may request a variance from the program to apply to a residential unit pursuant to this Section. Program customers may request a shared service variance under Subsection (d)(1) of this Section or an excess waste variance under Subsection (d)(2) of this Section.

(b) Upon receipt of a request for variance, the Director shall either approve the variance or disapprove the variance based on the applicable standard provided in Subsection (d) of this Section. A copy of the approved or disapproved variance shall be sent by the City to the requestor of the variance and to the City's contracted solid waste collector.

(c) A variance granted under this Section shall be valid for twenty-four (24) months. A granted variance shall exclude the grantee's residential unit from the City residential waste

collection service program for the duration of the variance and accordingly, the grantee shall not be subject to any of the requirements of §12-32 for that period, including any requirement to pay the City's contracted waste collector any charge or fee under the City's residential waste collection program.

(d) Program customers may request a variance from the program for the following situations:

(1) A shared service variance may be granted by the City in accordance with the following provisions:

a. A program customer may request from the City a variance for sharing residential waste collection services provided under the City's residential waste collection program with one or more other program customers.

b. The variance shall only be granted if the program customer provides proof, to the reasonable satisfaction of the Director, that the program customer shares residential waste collection services with one or more other residential units and that the program customers together consistently produce combined total solid waste in an amount equal to or less than the smallest volume of solid waste service offered by the City's contracted waste collector.

c. Only one (1) variance shall be granted per approved request, meaning that only one (1) program customer in a group of program customers sharing service is eligible to receive a variance. Program customers sharing service may collectively agree to how to share the financial benefit of the variance.

(2) An excess producer shall only be granted if the program customer provides proof, to the reasonable satisfaction of the Director, that the program customer consistently produces solid waste in an amount greater than the volume of the largest cart service offered by the City's contracted waste collector.

Sec. 12-31. Freedom to contract; freedom to self-haul.

Nothing in this Article shall prohibit any program customer from contracting for or hauling their own solid waste, recyclable materials, or yard trimmings, provided it is collected and disposed of in conformity with all applicable City rules and regulations.

Sec. 12-32. City contract; City administrative fee; rates.

(a) The City may enter into an agreement with a licensed collector to become the City's contracted waste collector. The City's contracted waste collector shall provide residential waste collection services under the City's residential waste collection program and the dumpster program. The contract shall establish all appropriate terms and conditions, including rates for residential waste collection services, for the contracted waste collector's provision of residential

waste services to the City. The contract shall also establish all appropriate terms and conditions for the dumpster program. All rates under the contract shall be in amounts that reasonably relate to the services provided for such rates. The City Manager may approve and execute future amendments to the contract that the City Manager, in consultation with the City Attorney, determines to be necessary and appropriate to facilitate the program, so long as such amendments do not increase costs to program customers without a commensurate service improvement, substantially modify the purposes of the contract, or increase the obligations and responsibilities of the City as set forth in the contract.

(b) There is established a City administrative fee to be imposed on each program customer and dumpster program customer in the amount not to exceed one dollar and thirty-five cents (\$1.35) per month to defray the City costs of administering the program. The administrative fee shall be remitted to the City in accordance with the terms of the City's contract with the collector. The administrative fee amount shall be determined by and adjusted as necessary by the City Manager in accordance with Chapter 7.5 of this Code, provided it does not exceed one dollar and thirty-five cents (\$1.35) per month.

(c) Each program customer shall pay to the City's contracted waste collector the applicable rate for the solid waste, recyclable materials, and yard trimmings collection service provided, in addition to the administrative fee established under Subsection (b) of this Section.

(d) If a program customer who has not received a variance under §12-30 elects to not use the services provided by the City's contracted waste collector, the program customer shall pay the City's contracted waste collector the administrative fee established under Subsection (b) of this Section and the rate for the minimum level of solid waste service, which is nine dollars and seventy-five cents (\$9.75) per month for the period from September 30, 2024, to September 29, 2025, and which shall increase by three percent (3%) annually and as otherwise provided for by the City's waste collection contract.

(e) Each dumpster program customer shall pay to the City's contracted waste collector the applicable rate to the City's contracted waste collector for the dumpster services, in addition to the administrative fee established under Subsection (b) of this Section. The dumpster program is only available if provided for pursuant to the contract. Pricing for such service through the dumpster program shall be as defined in the contract with the City's residential waste collector.

(f) The City's contracted waste collector shall not impose any rate, fee, charge, surcharge or any other assessment of any kind to any program customer except those expressly authorized in and pursuant to the contract. For clarity and without limitation, this Section prohibits the City's contracted waste collector from imposing any charge authorized in Article XV of Chapter 15 of this Code to program customers.

Sec. 12-33. Violations and penalties.

Any person who violates any provision of §§ 12-28 through 12-32 of this Code, whether by acting in a manner declared to be unlawful or by failing to act as required, commits a civil infraction and shall be subject to the penalty provisions of Subsection 1-15(f) of this Code.

Section 8. That Section 15-411 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 15-411. Definitions.

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this Section:

...

City's residential waste collection program or program shall have the meaning set forth in § 12-16.

City's contracted waste collector shall have the meaning set forth in § 12-16.

Collector shall mean a person ~~or entity~~ providing collection service for solid waste, ~~and/or~~ recyclables, ~~and/or~~ food scraps, ~~and/or~~ yard trimmings.

Commercial customers shall mean any premises utilizing collection service where a commercial, industrial or institutional enterprise is carried on, including, without limitation, retail establishments, restaurants, hospitals, schools, day care centers, office buildings, nursing homes, clubs, churches and public facilities. Customers, other than residential customers, serviced using any type of collection container, including without limitation poly-carts, dumpsters, or roll-off bins, are considered commercial customers unless the service is provided for an active construction or demolition project permitted by the City building department. *Customers at residential properties who use a dumpster for solid waste collection are commercial customers.*

Communal system for the collection of waste shall mean an arrangement for the collection of ~~waste~~ *refuse* from multiple properties or residences using collection containers shared by those properties or residences.

...

Extra-large capacity container shall mean two (2) large capacity containers or the equivalent volume thereof.

Extra-small capacity container shall mean container or solid waste service for a volume of solid waste less than that held by the small capacity container.

...

Group account shall mean a customer account for ~~solid waste collection services that provides for collection of waste~~ *of refuse* from multiple residential customers, regardless of the method by which such services are contracted or arranged. An account for service arranged by a single property owner for collection of solid waste from multiple locations owned by that property owner shall not constitute a group account for the purposes of this Article.

...

Poly-cart shall mean a durable, watertight, plastic, wheeled container with a tightly fitting, rodent proof lid, manufactured and used for the collection of ~~refuse~~ **solid waste**, recyclable materials, ~~food store~~ food scraps, or yard trimmings. For multi-family or commercial customers, a dumpster or roll-off bin with aggregate volume of multiple poly-carts shall be deemed to constitute one (1) or more poly-carts.

...

Recycling shall mean the process of recovering useful materials from ~~solid waste~~ **refuse**, including items for reuse.

Recycling collector shall mean a person ~~or entity~~ providing recyclable **materials** collection service.

...

Residential customer shall mean a customer at a residential property for which a communal system for the collection of waste is not employed **and which does not use a dumpster for solid waste collection**.

...

Solid waste shall mean all refuse, putrescible and nonputrescible waste, excluding discarded or abandoned vehicles or parts thereof, sewage, sludge, septic tank and cesspool pumpings or other sludge, discarded home or industrial appliances, hazardous wastes, materials used as fertilizers or for other productive purposes and recyclable materials **or yard trimmings or food scraps** ~~which~~ **that** have been source separated for collection.

...

Source separation shall mean to separate ~~solid waste~~, recyclable materials, food scraps ~~and~~ **or** yard trimmings **from solid waste** at the waste source.

Volume capacity category of containers shall mean **extra-small capacity containers**, small capacity containers, medium capacity containers, ~~or~~ large capacity containers, **or extra-large capacity containers** placed for collection of solid waste, recyclable materials, food scraps or yard trimmings.

...

Section 9. That the definition "Existing customers" contained in Section 15-411 of the Code of the City of Fort Collins is hereby deleted.

~~*Existing customers* shall mean customers with whom a collector has a written contract for collection services or for whom a collector is providing collections services, but not recycling services, as of December 31, 2016.~~

Section 10. That Section 15-412 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 15-412. License requirement.

...

(b) *Exemptions.* The following persons or entities are not required to obtain a solid waste or recyclable collection license:

- (1) A civic, community, benevolent or charitable nonprofit organization that collects, transports and markets materials for resource recovery solely for the purpose of raising funds for a charitable, civic or benevolent activity;
- (2) A person who transports ~~solid waste or recyclable materials~~ **refuse** produced by such person;
- (3) A property owner or agent thereof who transports ~~solid waste, recyclable materials, yard trimmings or food scraps~~ **refuse** left by a tenant upon such owner's property, so long as such property owner does not provide collection service for compensation for tenants on a regular or continuing basis;
- (4) A demolition or construction contractor or landscaper who produces and transports ~~solid waste~~ **refuse** in the course of such occupation, where the ~~solid waste~~ **refuse** produced is merely incidental to the particular demolition, construction or landscape work being performed by such person.

(c) *Volume-based rates for solid waste service.*

(1) Any person licensed to operate as a **solid waste** collector within the City shall charge all residential customers, including, but not limited to, residential customers provided service through a group account, on the basis of the volume capacity category of the solid waste containers placed for collection by each residential customer. **Solid waste** ~~€~~collectors shall determine a rate for, and offer to residential customers, the small capacity container solid waste service, and that rate shall be used to determine the rates for all other service levels **in accordance with the following:**

- a. **Medium capacity container solid waste service shall be two (2) times the rate of the small capacity container solid waste service.**
- b. **Large capacity container solid waste service shall be three (3) times the rate of the small capacity container solid waste service.**
- c. **Extra-large capacity container solid waste service shall be six (6) times the rate of the small capacity container solid waste service.**

d. A solid waste collector may offer extra-small capacity container solid waste service, the rate for which shall be less than the rate of the small capacity container solid waste service.

e. The City's contracted waste collector shall charge customers under the City's residential waste collection program the rates established in the City's contract with the City's contracted waste collector. ~~Said charges shall be based upon the solid waste container size, rather than the volume of solid waste actually deposited within such containers by the residential customers. The charge for additional solid waste containers of the same volume capacity category shall be no less than one hundred (100) percent of the charge for the first such container.~~

(2) The charge for solid waste placed for collection that exceeds the ~~volumes in excess of a customer's service subscription level (based on volume capacity category)~~ shall be proportional ~~by volume~~ to the collector's standard rate for a small capacity container (for example, a customer who placed out an extra thirty-two (32) gallon bag of solid waste would be charged one-quarter (1/4) the monthly rate for the small capacity container service as the bag would be equivalent to the amount of small capacity container service volume provided per week).

a. A poly-cart in which the lid is unable to close due to the presence of solid waste is considered to contain excess solid waste and the solid waste collector must charge the customer accordingly.

b. Determining whether a customer has placed excess solid waste out for collection shall be made on an individual pick-up date basis. Solid waste collectors shall not "average" pick-up volumes (to allow for excess solid waste at one (1) time offset by a lower volume at another time).

(23) In order to further ensure that the charge for the collection of solid waste is based upon volume as required above, any ~~person licensed as a solid waste collector shall~~ may provide to each residential customer containers (which may include disposable bags), or labels to be attached to customer-provided disposable bags, showing the volume capacity category of such bags, ~~or shall establish another system for accomplishing the same purpose which is acceptable to the City.~~

(4) A solid waste collector shall arrange for provision of service to each group account in a manner that results in an individual selection by each individual residential customer of a level of service that includes at a minimum the small, medium and large capacity containers and ~~from the full range of volume capacity category container sizes and levels of service offered by the collector. In the case of a group account, the solid waste collector shall require a written contract confirming that is compliance~~ compliant with the provisions of this Article and § 12-19.

(35) In offering or arranging for services, a collector shall provide reasonable notice of the full range of volume capacity category container sizes or levels of service offered by

the **solid waste** collector, and shall provide to each residential customer that customer's requested volume capacity category container size or level of service.

(46) It shall be unlawful for any person to knowingly attach any label to a container exceeding in volume the volume capacity category shown on, or represented by, such label, and to place said container for collection.

(57) **Residential solid waste shall be collected curbside.** No collector shall collect or transport solid waste, recyclables, food scraps or yard trimmings which have not been placed for collection through such system or in containers upon which such labels have been attached.

(68) The provisions of **this** Subsection 15-412(c) shall not be construed as prohibiting any collector from also establishing ~~rules and regulations~~ **policies** regarding the maximum weight of containers of solid waste and/or recyclable materials.

~~(7) — A collector shall not collect any overloaded container unless the collector accounts for and bills the customer the appropriate fee or charge for the collection of such excess solid waste. Loading of a container so as to prevent the lid of the container from closing securely shall be deemed to constitute overloading of the container for the purposes of this provision. The determination of overloading and charges therefor shall be made on an individual pick-up date basis, and there shall be no "averaging" of pick-up volumes to allow for overloading at one (1) time offset by a low volume at another time.~~

(d) *Fixed fees for prepaid disposable bags or labels for solid waste service.*

(1) Where prepaid disposable bags or prepaid labels for customer-provided disposable bags (rather than reusable containers) are provided by a **solid waste** collector to its customers for solid waste collection services, solid waste collectors may, but are not required to, charge a fixed fee for the purpose of covering the fixed operational costs of routing service trucks for such collections in addition to the volume based rates for the prepaid bags or labels under Subsection 15-412(c) above.

...

(e) *Service surcharge for solid waste service.*

(1) In addition to the volume-based rates **and excess solid waste charges** required pursuant to Subsection 15-412(c) ~~above~~, **the charge allowed in Subsection 15-413(a)(4)** and any fixed fees permitted under Subsection 15-412(d) ~~above~~ for collection of prepaid disposable bags or prepaid labels for customer-provided disposable bags, collectors may, but are not required to, charge a service surcharge to residential customers. A service surcharge may be imposed only to cover fluctuating operational costs of doing business outside of a collector's control (such as, for example, fuel costs or market based recycling fees paid by collectors). A service surcharge shall be permitted and charged only as set forth in **this** Subsection 15-412(e).

...

(4) A collector may not impose any other rate, fee, charge, surcharge, or any other assessment of any kind to any customer. Fees, charges, surcharges etc. not allowed include without limitation those for service termination or for cart pickup.

...

Section 11. That Section 15-413 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 15-413. Recycling requirement.

(a) Curbside/~~on-site~~ collection—Residential.

(1) Solid waste collectors shall provide residential solid waste customers curbside collection of recyclable materials for no additional charge. ~~Each solid waste collector licensed by the City shall provide to each residential customer in the City, as a part of any solid waste collection services provided by such solid waste collector and without additional charge other than a service surcharge under Subsection 15-412(e), the collection at curbside of both solid waste and recyclable materials. Charges for s~~Such basic service provided to each residential customer shall include recyclable materials collection in an amount ~~minimum amount equal to at least eighteen (18) gallons and need not be more than two (2) large-volume capacity containers. If a customer declines recyclable materials collection, solid waste collectors may not reduce the cost of collection service. No collector shall be permitted to divide or diminish charges for the provision of such basic service at the request of such customer or for any other reason.~~

(2) Solid waste collectors shall provide curbside recyclable materials collection services on the same day of the week as they collect solid waste from the customer, except for residential customers located within mobile home parks. ~~All collectors providing solid waste collection services to residential customers shall provide curbside recycling collection services at least once per week and on the same day of the week as the day of collection of solid waste from the customer; provided, however, that collection of recyclable materials need not be accomplished on the same day as the collection of solid waste for residential customers located within mobile home parks. After a collector has offered and made available to its residential customers medium and/or large capacity containers for recycling, said collector may modify its recycling collection schedule to a minimum of two (2) collections per month as long as curbside recycling collection services are provided on the same day of the week as the day of collection of solid waste from the residential customer. When a residential customer has two (2) large capacity containers for recycling collection, collectors may require that all recyclable materials fit inside the container provided to a residential customer.~~

(3) If solid waste collectors offer residential customers only the choice of an eighteen (18) gallon recycle tub, the solid waste collectors must provide recyclable materials

collection at least once per week. Solid waste collectors that offer residential customers medium and/or large capacity containers for recycling may provide recyclable materials collection a minimum of two (2) times per month.

(4) When a residential customer has two (2) large capacity containers for recycling collection, collectors may require that all recyclable materials fit inside the provided containers or charge the customer an excess recyclable materials fee equivalent to the excess solid waste fee for recyclables placed for collection outside the recyclable materials cart.

(b) ~~On-site collection—Multi-family and commercial~~ *solid waste and recyclable materials collection.*

(1) Each solid waste collector licensed by the City shall, ~~provide recyclable materials collection service to upon request, provide to each multi-family customers and commercial customers (and any other customers receiving solid waste collection services through a communal system of waste collection) as a part of any solid waste collection services provided by such solid waste collector, the collection of recyclable materials. Such Solid waste collectors shall be permitted to~~ *must charge multi-family and commercial customers for the minimum recycling service described in Subsection 15-413(b)(2) impose an additional charge to multi-family and commercial customers (and other customers receiving solid waste collection services through a communal system of waste collection) for the collection of recyclable materials, which may be itemized separately on bills. Solid waste collectors shall not exclude the cost of minimum recycling service unless such customer is granted a variance in accordance with Subsection 15-413(b)(3).*

(2) ~~The amount of recyclable materials collection that shall be provided to~~ *The volume of recyclable materials collection service for each multi-family and commercial customer as a part of such basic services service for multi-family and commercial customers shall be not less than at least one-third (1/3) of the total collection volume (including both solid waste and recyclables) for such customer based on the size of solid waste containers provided to such customer and the service frequency provided to such customer ("minimum recycling service"). For example, if such a customer is provided with pick-up of a 4-cubic-yard trash container that is collected once per week, the collector shall also provide minimum recycling service in an amount equal to not less than a 2-cubic-yard recycling container as a part of such basic services (Two (2) cubic yards is one-third (1/3) of the total service volume (including both solid waste and recyclables) of six (6) cubic yards).*

(3) *The City may grant a commercial or multi-family recycling customer a variance from the recycling requirements in Subsections 15-413(b)(1) and (2) in accordance with the following provisions:*

~~Commencing January 1, 2017, each solid waste collector licensed by the City shall provide to new and existing multi-family and commercial customers covered under Subsection 15-413(b)(1) (and other customers receiving solid waste collection services through a communal system of waste collection) as a part of any solid waste collection services provided by such collector, the minimum recycling service calculated under Subsection~~

~~15-413(b)(2). in accordance with the schedule set forth in Subsection 15-413(b)(3). Each solid waste collector licensed by the City must add minimum recycling service to the solid waste collection service provided to existing multi-family and commercial customers not receiving recycling service as of December 31, 2016 ("unserved multi-family and commercial customers") in accordance with the following schedule:~~

~~a. — by December 31, 2018, forty (40) percent of its unserved multi-family and commercial customers; and~~

~~b. — by June 30, 2021 one hundred (100) percent of its multi-family and commercial customers.~~

~~Thereafter, the cost for minimum recycling service must be billed in addition to the cost of solid waste collection service for all multi-family and commercial customers. The charge for both such services may be itemized separately for billing purposes, but shall not be reduced to exclude the cost of minimum recycling service unless a variance is granted in accordance with this Subsection 15-413(b)(3).~~

~~A variance may be granted by the City in accordance with the following provisions:~~

~~(i) If a collector's multi-family or customer or commercial customer declines seeks to not participate in minimum recycling collection services offered by a collector due to space constraints, self-hauling recyclables to recycling drop-off center, utilization of a separate licensed recycling collection provider other than the solid waste collector, failure to generate recyclables, or if only available location for recycling bin is not safely serviceable by hauler, the customer must submit a written request for variance on a form provided by the City and signed by the customer. A recycling bin location that is not safely serviceable is defined as a location that is substantially less safe to service than the trash bin service area for that location. Upon receipt of such a request for variance, the Director shall either approve the variance for good cause shown, or disapprove the variance. A copy of the approved or disapproved variance shall be sent by the City to the solid waste collector servicing that customer.~~

~~...~~

~~(4) — Collectors providing collection services to a multi-family customer, and/or commercial customers, or any other customer receiving solid waste collection services through a communal system of waste collection shall provide services for the collection of recyclable materials from such customers with such frequency as is necessary to prevent overflow of the recycling containers.~~

~~(5) — Collectors shall provide each multi-family customer, and commercial customer or other customer receiving solid waste collection services through a communal system of waste collection with educational guidelines for recycling and signage for use inside its facilities, which guidelines and signage may be designed and provided by the collector and~~

~~approved by the City or the collector may utilize City provided guidelines and signage for this purpose.~~

(c) ~~Collection of recyclable materials; duties of collectors~~ **Recyclable materials collection containers, collection vehicles and related duties.** All licensed collectors of recyclable materials and solid waste operating within the City shall have the following duties:

(1) Except for materials that customers have not properly prepared for recycling, collectors may not commingle designated recyclable materials with refuse, nor dispose of recyclable materials set out by recycling customers by any means other than at a qualified recycling facility. Recyclable materials shall include all those materials designated by the City Manager pursuant to § 15-416 as materials which collectors must offer to collect for recycling.

(2) ~~Collectors shall provide to each residential solid waste customer who utilizes recycling services within the City a container for storing and setting out recyclable materials meeting the requirements of Subsection 15-413 (c), clearly marked as a recyclables container with words or symbols or both. Collectors must annually offer each residential recycling customer, in writing, a choice of a medium capacity or large capacity recycling container. The collector must provide the requested container without additional charge to such customer, except that the collector may require the payment of a refundable damage or loss deposit or a charge for lost or damaged containers, not to exceed the actual cost of the container. The collector must provide a container for recycling to all residential recycling customers except those customers who expressly decline a container, and must provide a container to any customer at any time upon request within one (1) billing period after the request is made. Collectors shall provide recycling containers to multi-family and commercial customers (in the form of containers, dumpsters, or roll-off bins as deemed appropriate for servicing the location) and with a capacity sufficient to meet one-third (1/3) of service as recycling volume requirement. Regardless of the type of container, it must be clearly identifiable as a recycling container and include a conspicuous chasing arrows decal on the side(s) of the container accessed by service or pedestrian access, as well as signage such as stickers or weather-resistant laminated posters or imprinting into the surface of the container during manufacture, of recyclable materials accepted in local collection programs, including graphics depicting acceptable materials; such information may be delivered by use of City provided graphics or graphics provided by the collector and approved by the City.~~ Any vehicle used for the collection of recyclables must be clearly and unambiguously marked as a recycling truck, whether by permanent decals or markings, or by signage or placards displayed at all times during such use.

(3) Collectors must provide a recyclable materials container to any customer at any time upon request within one (1) billing period after the request is made.

(4) The following requirements shall apply for residential customers:

a. Unless a customer expressly declines it, the collector must provide residential solid waste customers a rigid recyclable materials collection receptacle

that meets the requirements of this Subsection 15-413(c). The recyclable materials container must be clearly marked as a recyclables container with words or symbols or both and must be provided to the customer without additional charge.

b. Collectors must offer in writing the choice of a medium capacity or large capacity recycling container to each residential recycling customer annually.

(5) The following requirements shall apply for commercial customers:

a. Solid waste collectors shall provide recycling containers to multi-family and commercial customers (in the form of containers, dumpsters, or roll-off bins as deemed appropriate for servicing the location) and with a capacity sufficient to meet one-third ($\frac{1}{3}$) of service as recycling volume requirement.

b. Regardless of the type of recyclable materials container, it must be clearly identifiable as a recycling container and include the following:

1. A conspicuous chasing arrows decal on the side(s) of the container accessed by service or pedestrian access; and

2. Signage such as stickers or weather-resistant laminated posters or imprinting into the surface of the container during manufacture, of recyclable materials accepted in local collection programs, including graphics depicting acceptable materials. Such information may be delivered by use of City-provided graphics or graphics provided by the collector and approved by the City.

~~(3) — The collector may establish such reasonable and industry accepted requirements for the preparation of materials for recycling as are necessary to provide for the orderly collection of recyclable materials, including requirements regarding the preparation of materials for collection, the collection of recyclable materials and requirements for source separation.~~

~~(4) — All recyclable materials placed for collection shall be owned by and be the responsibility of the customer until the materials are collected by the collector. The material then shall become the property and the responsibility of the collector. No person other than the customer or the collector of recyclable materials shall take physical possession of any recyclable materials placed for collection.~~

~~(5) — Any vehicle used for the collection of recyclables must be clearly and unambiguously marked as a recycling truck, whether by permanent decals or markings, or by signage or placards displayed at all times during such use.~~

(d) *Recyclable materials preparation and ownership.*

(1) The collector may establish such reasonable and industry-accepted requirements for the preparation of materials for recycling as are necessary to provide for the orderly collection of recyclable materials, including requirements for source separation.

(2) All recyclable materials placed for collection shall be owned by and be the responsibility of the customer until the materials are collected by the collector. Upon collection, the collector shall take title to and ownership of the recyclable materials. Title to, ownership of and liability for any hazardous waste or waste that is otherwise not accepted at a processing or disposal facility shall remain with the generator of the waste and shall at no time pass to the collector. No person other than the customer or the collector of recyclable materials shall take physical possession of any recyclable materials placed for collection, with the exception of City staff or their agents who make take physical possession of de minimis amounts of recyclable materials to conduct informational studies. Such materials must be recycled properly after completion of a study.

(d) *Customer notification.*

(1) Upon the initial provision of collection services to new residential customers, and on or before December 31 of each year with respect to existing residential customers, collectors shall notify in writing such customers of:

...

d. such rules and regulations policies as have been established by the collector for the orderly collection of recyclable materials as authorized pursuant to Subsection 15-413(b)(2) 412(c)(8);

...

(2) For group accounts, the notices required hereunder may be sent to the group representative for said account, provided that such notice shall further notify said representative of its obligation to provide notify all individual residential customers within the group of the availability of recycling services and the terms of variable rate service options of this same information, pursuant to Subsection 12-19(b).

Section 12. That Section 15-414 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 15-414. - Optional service—Residential yard trimmings.

(a) *Residential service required.* As of April 1, 2017, e Each solid waste collector licensed by the City shall make available to each residential customer receiving solid waste collection services, including customers receiving solid waste collection services through a group account, curbside collection of residential yard trimmings at least once per week from April 1 to November 30 of each year upon a customer's request. As of September 30, 2024, each solid waste collector licensed by the City shall enroll each residential customer receiving solid waste collection services, including customers receiving solid waste collection services through a group account, in curbside

collection of residential yard trimmings to be serviced at least once per week from April 1 to November 30 of each year and offer each residential customer the option to decline such service.

(b) *Rates.* Collectors shall be responsible for setting rates for collection of residential yard trimmings and such charges ~~may be billed separately~~ from any charges for basic services, as defined in § 15-411 to include collection of solid waste and recyclable materials, provided by the collector, and shall not be governed by the requirements of Subsection 15-412(c), **provided that the City's contracted waste collector shall bill for yard trimmings services in accordance with the City's contract waste collection program for that program's customers. Beginning on September 30, 2024, collectors shall not list yards trimmings collection as a separate line item on customers' bills and beginning on that date yard trimmings collection shall be included within the charges for basic services, unless the customer has declined yard trimmings collection service.**

(c) *Disposal of yard trimmings.* Collectors may not comingle yard trimmings with ~~refuse~~ **solid waste** or recyclable materials, nor dispose of yard trimmings at a landfill. Yard trimmings shall be disposed of by the collector at a location or facility permitted to collect organic materials for recycling, reuse or composting.

Section 13. That Section 15-415 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 15-415. Collection of food store food scraps.

(a) *Frequency of collection.* Collectors providing food scraps collection service to food stores shall provide collection with such frequency as is necessary to ~~present~~ **prevent** overflow of containers. Service must be provided at least once per week, but no less frequently ~~than~~ **that** may be required by the Larimer County Department of Health and Environment.

(b) *Collectors—Duties.* All licensed collectors of food scraps operating within the City shall have the following duties:

(1) Except as permitted by variance allowed under Subsection 12-23(a), collectors may not comingle food scraps with ~~refuse~~ **solid waste** or recyclable material or dispose of food scraps by any means other than at a location or facility permitted by the State of Colorado to collect such material (but not to a landfill).

(2) A collector may establish such reasonable and industry-accepted requirements for the preparation of food scraps as are necessary to provide for the orderly collection of such materials, including requirements ~~regarding the preparation of materials for collection, the collection of materials, and requirements for separation~~ **for source separation.**

...

Section 14. That Section 15-417 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 15-417. - Application for license.

(a) Any person desiring to obtain a license to engage in the business of being a collector of solid waste, recyclable materials, food scraps, or yard trimmings within the City shall make written application to the Director on forms provided by the City. All applications for renewal of a license by a licensed collector must be submitted no later than November 30 in advance of the new license year. The application shall include, without limitation, the following information:

...

(3) A list of motor vehicles or fleets of human powered vehicles owned and/or operated by the applicant directly in the collection of solid waste, recyclables materials, food scraps, and/or yard trimmings, or operated or located at any time in the City during the current or pending license year, including vehicle make, color, year, U.S. Department of Transportation safety inspection identification number, cubic yard capacity, Colorado license plate number and empty tare weight where applicable.

...

Section 15. That Section 15-420(d) of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 15-420. - Plans, recordkeeping and reports.

...

(d) Each collector licensed pursuant to this Article shall maintain accurate and complete records of the service provided to each customer, the charges to such customer and payments received, the form and recipients of any notice required pursuant to this Article, and any underlying records, including any books, accounts, contracts for services, including contracts for group accounts, written records of individual level of service requests, invoices, route sheets or other records necessary to verify the accuracy and completeness of such records, and copies of all applications for and documentation pertaining to all requests for variance pursuant to Subsection 15-413 (b)(3) above. It shall be the duty of each collector to keep and preserve all such documents and records, including any electronic information, for a period of three (3) years from the end of the calendar year of such records, except for paper records of route sheets, which may be discarded one (1) year after the end of the calendar year of such route sheets. Notwithstanding any other requirement of this Article, a collector shall allow the City Manager, or their designee, to inspect any of the records referenced in this subsection when provided with seven (7) days advance written notice.

...

Section 16. That Section 15-422 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 15-422. Identification of vehicles.

Each vehicle used by a collector to provide services within the City pursuant to a license issued under this Article shall bear an identification sticker issued by the Financial Officer in a conspicuous place upon the vehicle, which identification sticker shall be issued by the Financial Officer at the time the license is granted.

Introduced, considered favorably on first reading and ordered published this 21st day of February, 2023, and to be presented for final passage on the 7th day of March, 2023.

Mayor

ATTEST:

City Clerk

Passed and adopted on final reading this 7th day of March, 2023.

Mayor

ATTEST:

City Clerk

ORDINANCE NO. 028, 2023
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR THE
PROVISION OF RESIDENTIAL WASTE COLLECTION SERVICES

WHEREAS, Colorado Revised Statutes (“C.R.S.”) § 30-15-401(7.5) authorizes the City to establish a residential waste collection program (the “Program”), which may require municipal residents to use or pay user charges for residential waste services; and

WHEREAS, to establish the Program, C.R.S. § 30-15-401(7.5)(b)(I) requires the City to issue a Request for Proposals for such services, provide written notice of the Request for Proposals to City-licensed waste haulers, and publish a six-month public notice of the Request for Proposals in a newspaper of general circulation within the City prior to requiring the use of the services or the time of initial imposition of the user charges; and

WHEREAS, C.R.S. § 30-15-401(7.5) also requires the local governing body to award the contract for the Program; and

WHEREAS, on July 19, 2022, in Resolution 2022-079, the City Council directed City staff to design and issue a Request for Proposals for residential waste collection services, including trash and recycling collection services; and

WHEREAS, City staff designed a Request for Proposals and issued it on September 12, 2022, with an addendum added on October 24, 2022, which are attached hereto as Exhibit A, mailed a copy of the Request for Proposals to all waste haulers licensed by the City, a list of which is attached hereto as Exhibit B, and published the required notice in a local newspaper, as shown in the affidavit attached hereto as Exhibit C; and

WHEREAS, City staff received three proposals in response to the Request for Proposals and conducted a procurement process in accordance with the requirements of the City Code; and

WHEREAS, based on the outcome of the procurement process, the City has selected Allied Waste Systems, Inc., which does business as Republic Services of Colorado, to provide the Program; and

WHEREAS, Section 8-186(a) of the City Code requires that most contracts for services (including this one) with a term of more than five years in length be authorized by the City Council by ordinance; and

WHEREAS, the agreement negotiated with Allied Waste Systems, Inc., which is attached hereto as Exhibit D (the “Agreement”), will remain in effect for a period longer than five years, that is until September 30, 2029, unless the Agreement is modified or terminated early; and

WHEREAS, an extended duration of the Agreement provides the City and Allied Waste Systems, Inc., needed time to set up the Program and then allows for a five-year service period.

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, in accordance with C.R.S. § 30-15-401(7.5) and Section 8-186(a) of the City Code, hereby approves of the attached Agreement for Residential Solid Waste Services between the City and Allied Waste Services, Inc.

Section 3. That the City Manager is hereby authorized to execute the Agreement for Residential Waste Collection Services in substantially the form attached as Exhibit “D”, 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.

Section 4. The City Manager may approve and execute future amendments to the Agreement for Residential Waste Collection Services in accordance with Section 12-32(a) of the City Code.

Introduced, considered favorably on first reading, and ordered published this 21st day of February, 2023 and to be presented for final passage on the 7th day of March, 2023.

Mayor

ATTEST:

City Clerk

Passed and adopted on final reading on this 7th day of March, 2023.

Mayor

ATTEST:

City Clerk



Financial Services
Purchasing Division
215 N. Mason St. 2nd Floor
PO Box 580
Fort Collins, CO 80522

970.221.6775
970.221.6707
fcgov.com/purchasing

REQUEST FOR PROPOSAL
9648 RESIDENTIAL SOLID WASTE COLLECTION SERVICES
RFP DUE: 5:00 PM MT (RMEPS Clock), October 24, 2022

The City of Fort Collins is requesting proposals from qualified Contractors to provide collection of Solid Waste, Recyclable Materials, Yard Trimmings, Bulky Items and related services for single family homes and multi-family buildings of 7 or fewer units. Award of a contract for the Residential Solid Waste Collection initiative is subject to the City of Fort Collins Council approval by ordinance.

As part of the City's commitment to sustainability, proposals must be submitted online through the Rocky Mountain E-Purchasing System (RMEPS) at <http://www.bidnetdirect.com/colorado/city-of-fort-collins>. Note: please ensure adequate time to submit proposals through RMEPS. Proposals not submitted by the designated Opening Date and Time will not be accepted by RMEPS.

A pre-proposal meeting will be held at 1:00 PM MT on September 26, 2022. The pre-proposal meeting will be hosted on-line via Zoom. Select or copy/paste the below link into your browser for access to the meeting. Please add your name, email address, and organization name in the Zoom chat.

Click here for the meeting: <https://us02web.zoom.us/j/7056751403>
Meeting ID: 705 675 1403

All questions should be submitted, in writing via email, to Gerry Paul, Purchasing Director at gspaul@fcgov.com, no later than 5:00 PM MT on October 3, 2022. Please format your e-mail to include RFP 9648 Residential Solid Waste Collection Services in the subject line. Questions received after this deadline may not be answered. Responses to all questions submitted before the deadline will be addressed in an addendum and posted on the Rocky Mountain E-Purchasing System webpage.

Rocky Mountain E-Purchasing System hosted by BidNet

A copy of the RFP may be obtained at www.bidnetdirect.com/colorado/city-of-fort-collins.

This RFP has been posted utilizing the following Commodity Code(s):

91027	Garbage/Solid Waste Removal, Disposal and/or Treatment
92677	Recycling Services

Prohibition of Unlawful Discrimination: The City of Fort Collins, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.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 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.

The City 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 40 years or older, marital status, disability, sexual orientation, genetic information, or other characteristics protected by law. For the purpose of this policy "sexual orientation" means a person's actual or perceived orientation toward heterosexuality, homosexuality, and bisexuality. The City also strictly prohibits unlawful harassment in the workplace, including sexual harassment. Further, the City strictly prohibits unlawful retaliation against a person who engages in protected activity. Protected activity includes an employee complaining that he or she has been discriminated against in violation of the above policy or participating in an employment discrimination proceeding.

The City requires its Contractors to comply with the City's policy for equal employment opportunity and to prohibit unlawful discrimination, harassment and retaliation. This requirement applies to all third-party Contractors and their subcontractors at every tier.

Public Viewing Copy: The City is a governmental entity subject to the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 et seq. ("CORA"). Any proposals submitted hereunder are subject to public disclosure by the City pursuant to CORA and City ordinances. Contractors may submit one (1) additional complete proposal clearly marked "FOR PUBLIC VIEWING." In this version of the proposal, Contractors may redact text and/or data that it deems confidential or proprietary pursuant to CORA. Contractors must submit a supplemental document explaining the justification for each redaction. Failure to provide a public viewing copy will be considered a waiver of any claim of confidentiality under CORA without regard to how the applicant's proposal or certain pages of the proposal are marked confidential, proprietary, or similar. Such statement does not necessarily exempt such documentation from public disclosure if required by CORA, by order of a court of appropriate jurisdiction, or other applicable law. Generally, under CORA trade secrets, confidential commercial and financial data information is not required to be disclosed by the City. Proposals may not be marked "Confidential" or 'Proprietary' in their entirety. By responding to this RFP, Contractors hereby waives any and all claims for damages against the City for the City's good faith compliance with CORA. **All provisions of any contract resulting from this request for proposal will be public information.**

Contractors Registration: The City requires new Contractors receiving awards from the City to submit IRS form W-9 or W-8BEN/W8-BEN-E (international firms) and requires all Contractors to accept Direct Deposit (Electronic) payment. If needed, the W-9 form and the Vendor Direct Deposit Authorization Form can be found on the City's Purchasing website at www.fcgov.com/purchasing under Vendor Reference Documents. **Please do not submit these documents with your proposal**, however, if you take exception to participating in Direct Deposit (Electronic) payments please clearly note such in your proposal as an exception. The City may waive the requirement to participate in Direct Deposit (Electronic) payments at its sole discretion.

Sales Prohibited/Conflict of Interest: No officer, employee, or member of City Council, shall have a financial interest in the sale to the City of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decision-making authority concerning such sale or any supervisory authority over the services to be rendered. This rule also applies to subcontracts with the City. Soliciting or accepting any gift, gratuity favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with the City of Fort Collins is prohibited.

Collusive or Sham Proposals: Any proposal deemed to be collusive or a sham proposal will be rejected and reported to authorities as such. Your authorized signature of this proposal assures that such proposal is genuine and is not a collusive or sham proposal.

The City of Fort Collins reserves the right to reject any and all proposals and to waive any irregularities or informalities.

Utilization of Award by Other Agencies: The City of Fort Collins reserves the right to allow other state and local governmental agencies, political subdivisions, and/or school districts to utilize the resulting award under all terms and conditions specified and upon agreement by all parties. Usage by any other entity shall not have a negative impact on the City of Fort Collins in the current term or in any future terms.

The selected Contractors shall be required to sign the City's Agreement prior to commencing services (see sample attached to this document).

Sincerely,



Gerry Paul
Purchasing Director

1.0 INTRODUCTION

The City of Fort Collins is requesting proposals from qualified Contractors to provide collection of Solid Waste, Recyclable Materials, Yard Trimmings, Bulky Items and related services for single family homes and multi-family buildings of 7 or fewer units. Award of a contract for Residential Solid Waste Collection Services is subject to the Fort Collins City Council approval by ordinance.

Fort Collins has a long-standing commitment to waste reduction and has utilized a licensed open market collection system for decades.

Fort Collins' license requires haulers to report the materials collected from all sectors of the community, which is used to calculate various diversion rates. In 2020, the Community Diversion Rate (including residential, commercial, and industrial materials) was 52% and the Residential Diversion Rate was 29%. Details of Fort Collins diversion rates can be found in the annual reports at www.fcgov.com/recycling/publications-resources.php.

Fort Collins has adopted aggressive waste reduction goals, including working toward zero waste by 2030, and has identified a stagnant residential diversion rate as one of the challenges of making progress on that goal. Our Climate Future is the combined waste, climate and energy plan for Fort Collins and can be viewed at www.fcgov.com/climateaction/our-climate-future.

Fort Collins wishes to build upon the existing program by adding contracted collection for Residential Units. Fort Collins City Council has expressed support for a contracted system to help achieve the following goals:

- Reduce the number of trucks on residential streets and achieve street maintenance savings as well as increase safety in residential neighborhoods
- Reduce greenhouse gas emissions
- Increase diversion of Recyclable Materials and Yard Trimmings and encourage reuse of Bulky Items as much as possible
- Provide equitable pricing throughout the community
- Provide cost-effective pricing for Collection Services
- Provide a high level of customer service

2.0 GENERAL INFORMATION

Subject to Fort Collins City Council approval by ordinance and final negotiations with the awarded Contractor, definitions and general provisions of the contract will include the following:

Alley Service: Where alleys are the primary service option, Contractor shall provide Collection Services in alleys. Alleys are estimated to constitute 12-15% of the service area in Fort Collins. Further information on alleys is included in Section 3.0 below.

Bulky Items: Solid Waste that does not fit in a closed Solid Waste cart, excluding Hazardous Waste, Electronics, Yard Trimmings, Recyclable Cardboard, items that weigh over 60 pounds, and items larger than 6' x 6'.

Carts Terminology:

- "Small Cart" shall mean a cart with a capacity from 30-39 gallons
- "Medium Cart" shall mean a cart with a capacity from 60-69 gallons
- "Large Cart" shall mean a cart with a capacity from 90-99 gallons

City Limits: The boundary of the City of Fort Collins as identified via the City of Fort Collins GIS system (see details in section 3.0). City Limits does not include the Growth Management Area.

Collection Services: The collection, transportation, and delivery to an appropriate facility of Solid Waste, Recyclable Materials, Yard Trimmings, Bulky Items, and associated services for Residential Units conducted in a manner consistent with all applicable laws and regulations and the provisions of the executed Agreement.

Contract Term: The contract shall commence on the Effective Date and shall continue for five (5) years from the Service Commencement Date, unless terminated as provided under the contract.

Contractor: The firm selected by the City to provide Collection Services.

Core Service: Collection Services of Solid Waste, Recyclable Materials, and Yard Trimmings. At the City's option, Customers may elect to opt out of Yard Trimmings collection. Core Services may also include Bulky Items in the event the City elects to include Bulky Items in the contract.

Customer: An individual who contracts with the Contractor for Collection Services.

Door-to-Door Service: Contractor shall provide door-to-door service (in which Contractor's staff brings carts from the Customer's location to the curb or alley for servicing and returns the carts) for Customers with a disability upon request for no additional charge. Current estimated usage of this service is less than 1% of residential Customers.

Dumpster: Means a metal or plastic container, one (1) cubic yard to ten (10) cubic yards in volume, that is manufactured and used for the collection of Solid Waste or Recyclable Materials.

Effective Date: Means the effective date of the Agreement, which shall be the date stated in Section 4, Contract Period.

Electronics: Means any electronic device or electronic component as those terms are defined in the Colorado Hazardous Waste Regulations, 6 Code of Colorado Regulations 1007-3, Section 260.10.

Hazardous Waste: Any chemical, compound, substance or mixture that state or federal law designates as hazardous because it is ignitable, corrosive, reactive or toxic, including but not limited to solvents, degreasers, paint thinners, cleaning fluids, pesticides, adhesives, strong acids and alkalis and waste paints and inks.

Recyclable Cardboard: Means corrugated cardboard, and shall include, but not be limited to, materials used in packaging or storage containers that consist of three (3) or more layers of Kraft paper material, at least one (1) of which is rippled or corrugated. Cardboard shall be considered recyclable cardboard regardless of whether it has glue, staples or tape affixed, but not if it is permanently attached to other packing material or a non-paper liner, waxed cardboard or cardboard contaminated with oil, paint, blood or other organic material.

Recyclable Materials: Means the materials listed in Table 3 and any other materials identified by Contractor and approved by the City as recyclable materials, which have been separated from Solid Waste and can be recovered as useful materials and are properly prepared for the purpose of recycling.

Residential Units: Means and includes all single-unit residential buildings, and multi-unit residential buildings containing seven (7) dwelling units or fewer within the City, subject to certain exceptions and/or City-granted variances as stated herein, and any Service Opt-in Customers.

Exceptions:

- Residential Units served by Dumpsters;
- Home Owner Associations (HOAs) with existing Solid Waste and recycling collection contracts as of the Effective Date and that meet the requirements in Chapter 12, Article II and Chapter 15, Article XV of the City code.

Variances:

- **Shared Service** – A variance from paying the Service Opt-Out Fee may be granted by the City if a Residential Unit shares Collection Services with another Residential Unit and shows to the reasonable satisfaction of the City that the Residential Units with shared service consistently produce combined total waste in an amount equal to or less than is collected through the Super Saver Service. Variances for this reason are anticipated to apply to less than 0.5% of Customers.
- **Excess Producers** - A variance from paying the Service Opt-Out Fee may be granted by the City if a Residential Unit shows to the reasonable satisfaction of the City that the Residential Unit consistently produces waste in an amount greater than the XL cart service. Variances for this reason are anticipated to apply to less than 0.5% of Customers.

Service Commencement Date: The date Collection Services at the Residential Units begins. Such date shall be mutually agreed upon by the parties and will start not less than six (6) and not more than twenty-four (24) months from the Effective Date of the Agreement

Service Opt-in: HOAs that meet an exception to the definition of Residential Units and multi-unit residential buildings containing eight (8) or more dwelling units may opt in as a Customer.

Service Opt-Out Fee: Any Customer wishing to not receive the contracted service will be charged the Super Saver Service price in lieu of receiving service from the Contractor.

Service Suspension: Contractor shall allow Customers to suspend service once per year upon request for a minimum of one (1) and maximum of six (6) months. Customers who request a Service Suspension will be charged the Super Saver price during such period of time. Contractor may not charge the Customer to start or stop the Service Suspension.

Service Year: A period of 12 calendar months beginning on the Service Commencement Date.

Solid Waste: Means all refuse, putrescible and nonputrescible waste, excluding Electronics, discarded or abandoned vehicles or parts thereof, sewage, sludge, septic tank and cesspool pumpings or other sludge, discarded home or industrial appliances, hazardous wastes, materials used as fertilizers or for other productive purposes and Recyclable Materials or Yard Trimmings which have been source separated for collection.

Subcontractors: The Contractor may not subcontract any of the services without the prior written consent of the City. If any of the services are subcontracted with the consent of the City, the Contractor shall be solely responsible for the performance of all duties under the Agreement..

Super Saver Service: A Solid Waste service level that is less than the Small Cart service (but not necessarily 100% price differential) and is offered to Customers at a price less than the Small Cart service. Super Saver Service shall also include the same services as are included in the other Solid Waste service levels (Recyclable Materials, Yard Trimmings, and Bulky Items collection). Examples of Super Saver Service options are included in Section 4.1.

Wildlife-Resistant Carts: The City does not require wildlife-resistant carts.

Yard Trimmings: Means those materials included in Table 4, and any other similar organic materials identified by Contractor and approved by the City as yard trimmings.

3.0 DEMOGRAPHIC & CURRENT PROGRAM

Community Demographics

- Approximately 40,000-45,500 Residential Units in Fort Collins are eligible for Collection Services under this contracted service.
- Approximately 10,500 additional Residential Units are in HOAs with existing contracts for Solid Waste and Recyclable Materials collection.
 - Some of these HOAs may be found to have contracts that are not compliant with the City's requirements and may join the City's contract
 - These HOAs may be required to add Yard Trimmings collection service, which may be provided by the City's Contractor or the HOA's existing contracted hauler at each HOA's discretion. If the HOA chooses the City's Contractor, the HOA and the Contractor will individually negotiate the price for collection service. The requirement for Yard Trimmings collection is anticipated to begin concurrent with the Service Commencement Date. The HOA Yard Trimmings requirement may be considered by Fort Collins City Council as a code change along with adoption of the Residential Solid Waste Collection Agreement.

GIS / Geographic Information

City Limits

The Contractor shall provide Collection Services for Residential Units within the City Limits. The City Limits can be downloaded from the City's Geographic Information System (GIS) at <https://www.fcgov.com/gis/downloadable-data>.

Alleys

- City-maintained alleys can be viewed within the "Street Centerlines" GIS data download from www.fcgov.com/gis/downloadable-data. Filter data by STREETTYPE "Alley."
- Privately-maintained alleys include but are not limited to alleys in the following developments. These developments may or may not already have contracted collection via their Homeowners' Association (HOA):
 - Observatory Village
 - Harvest Park

- Old Town North
- Sienna (neighborhood east and west of Azuro Dr.)

Homeowner's Associations (HOAs) with Existing Contracts

A map of the location and relative size of the HOAs with existing Solid Waste and Recyclable Materials collection contracts as well as the Fort Collins City Limits are included in the Attachment 2.

Existing Program

Fort Collins currently has an open market system in which haulers are required to have a license. That license requires:

- Solid Waste
 - Weekly collection
 - Pay-As-You-Throw pricing with 100% price differential between three cart sizes including Small (\$X), Medium (\$2X), and Large (\$3X).
- Recyclable Materials
 - Minimum of every-other-week collection
 - Up to two Large Carts bundled with Solid Waste service for no additional charge
 - Hauler must offer choice of cart size to customer; including Large or Medium carts; some offer Small Carts or open-top 18-gallon tubs.
 - Current participation: 96% of households
- Yard Trimmings
 - Weekly collection from April – November
 - Residents must opt into the collection service and pay an additional fee
 - Current subscription rates: 23% of open market households, 5% of HOAs; a combined total of approximately 17% City-wide

Table 1 - 2021 Fort Collins Cart Distribution

	Super Saver Service	18-gal tub	Small Cart	Medium Cart	Large Cart
Open Market Solid Waste	1%	N/A	43%	41%	16%
Open Market Recycling	N/A	9%	0.1 %	53%	38%
Open Market Yard Trimmings	N/A	N/A	N/A	22%	1%
Contracted HOA Solid Waste	N/A	N/A	31%	36%	33%
Contracted HOA Recycling	N/A	17%	1%	42%	40%
Contracted HOA Yard Trimmings	N/A	N/A	N/A	3%	2%

4.0 SCOPE OF WORK/COLLECTION SERVICES

4.1 Solid Waste Collection

Core Service Rates proposed in the Price Sheet (Attachment 3) shall include the following Solid Waste Collection Service components.

Proposal Requirements - Solid Waste

Proposal shall include the following Solid Waste Collection Service components.

- Five service levels as described in Table 2
- Volume-based rates as described below
 - 100% price difference between cart sizes (except for Super Saver Service)
- Weekly collection
 - Super Saver Service may be less frequent
- Materials shall be collected from wheeled carts with lids as described below
- Any Solid Waste overflows shall be assessed an extra cost as described below
- At the City's sole option, Contractor shall dispose of all Solid Waste at the Larimer County Landfill or the permitted landfill of the Contractor's choice

Table 2
VOLUME-BASED SOLID WASTE SERVICE DETAILS

SOLID WASTE SERVICE LEVEL	CART SIZE	COLLECTION FREQUENCY	PRICING PER MONTH for CORE SERVICES
Super Saver Service	Less than Small service	To be described in proposal	Less than \$X
Small Service	30-39 gallon	Weekly	\$X
Medium Service	60-69 gallon	Weekly	\$2X
Large Service	90-99 gallon	Weekly	\$3X
XL Service	Two 90-99-gallon carts	Weekly	\$6X

Overflow Solid Waste

When a Customer sets out un-carted Solid Waste (including if a cart lid cannot fully close), the Contractor shall:

- Photograph the Solid Waste
- Affix an appropriately marked service tag to the Customer's Solid Waste cart
- Collect the overflow Solid Waste on the same day as Solid Waste cart
- Charge the Customer an extra cost as follows:
 - Cost for overflow shall be proportional to the volume of overflow solid waste
 - Fee per 32-gallon bag equivalent shall be proposed in the Price Sheet (Attachment 3)
 - Contractor will retain the additional cost paid by the Customer
- Note that if Contractor selects bag / tag / sticker Super Saver Service, pre-paid bags or tagged or stickered bags shall not be considered overflow Solid Waste

Blocked Carts

If the Contractor cannot access a cart to service it, the Contractor shall:

- Photograph the cause of the issue
- Affix an appropriately marked service tag to the Customer's Solid Waste cart (and any other carts out for service that day). If attaching a tag is not feasible / practical, Contractor shall contact the Customer via text, email, or phone call to notify them of the problem and when their carts will next be serviced
- Contractor may leave the cart un-serviced until the service day that follows the removal of the situation blocking access to the cart(s)
- The following regularly scheduled service day, the Customer may set out 2x the regular amount of materials that would have been initially collected for no additional charge to account for the missed service. In this circumstance, materials equivalent to the regular service level shall not be considered overflow and Customer shall not be charged extra.
- If the blockage remains on the next service day, Contractor shall notify the City Representative and does not have to service the location until the blockage is addressed

Other Prohibitions

City code prohibits Customers from disposing of Recyclable Cardboard in Solid Waste or Yard Trimmings carts or Electronics in any cart. When Recyclable Cardboard appears to constitute 25% or more of a Solid Waste or Yard Trimmings cart or when Electronics are observed in any cart, the Contractor shall:

- Photograph the item(s) in the cart
- Affix an appropriately marked service tag to the Customer's Solid Waste cart
- Not service the cart until the Recyclable Cardboard is removed
 - Contractor may leave the cart un-serviced until the service day that follows the removal of prohibited materials
 - The following week, the Customer may set out 2x the regular amount of Solid Waste for no additional charge to account for the missed service the week prior. In this circumstance, bags equivalent to the regular weekly service level of Solid Waste shall not be considered overflow Solid Waste.
- If Customer has not removed the materials by the next service day, Contractor shall notify the City Representative for compliance action

Super Saver Service

Contractor's proposal shall include the container type and service frequency for the proposed Super Saver Service level. The service must be offered at a cost less than the Small Service but does not have to be a 100% price differential. The Super Saver Service must also include the same services as the other Solid Waste service levels (Recyclable Materials, Yard Trimmings, and Bulky Items collection). Examples of programs that would qualify as Super Saver Service that are active in northern Colorado are stated below. Contractors are welcome to propose different approaches.

Examples in Northern Colorado:

- Pay by the bag / tag / sticker:
 - Base monthly service fee includes Core Services (including curbside collection of Recyclable Materials, Yard Trimmings and Bulky Items collection)
 - Resident purchases pre-paid trash bags / tags / stickers at the Contractor's office and then places the bags out for collection on service day as needed. If this option is proposed, the proposal shall identify the location(s) where bags / tags / stickers may be purchased by the Customer. The location(s) must not be a City facility and must be within City Limits. The Contractor must accept cash and credit card payments for this service.
- 16-gallon carts: An insert is placed inside a 32-gallon cart to reduce the functional size to a 16-gallon cart that can be serviced weekly with automated trucks
- Every other week service: Super Saver Small Solid Waste carts have a different color lid and are only serviced every other week.

4.2 Recyclable Materials Collection

Core Service Rates proposed in the Price Sheet (Attachment 3) shall include the following Recyclable Materials Collection Service components.

Proposal Requirements - Recyclable Materials

Proposals shall include the following Recyclable Materials Collection Service components regardless of service options:

- The cost of Recyclable Materials collection shall be bundled in the Core Service price (i.e. the Customer's bill shall not include a separate itemized line-item price for Recyclable Materials collection)
- Standard service shall be a Large Cart
 - Residents can select a Medium Cart for no change in their monthly cost
- Collection shall be on the same day as Solid Waste collection
- Materials shall be collected in wheeled carts with lids
 - Note: The City will not offer open-top 18-gallon tub service because the tubs require manual collection and are a source of pollution when Recyclable Materials blow out of them
- At the City's discretion, Contractor shall deliver Recyclable Materials to the Larimer County Recycling Center or the permitted recycling center of the Contractor's choice
- Contractor proposals may identify any proposed additions to the materials in Table 3.
- Recyclable Materials shall not be landfilled unless the load is rejected from the recycling center due to contamination. If that occurs, Contractor shall notify the City Representative immediately with details of the incident / cause of the contamination. Contractor shall also include details and cause of the contamination incident in the regular report to City.

Table 3
MINIMUM LIST OF RECYCLABLE MATERIALS TO COLLECT

Recyclable cardboard	Plastic bottles, tubs, jugs and jars (#1,2 and 5)
Office paper (white and colored)	Aluminum cans, foil & pie plates
Magazines	Steel / tin cans & empty aerosol cans
Paperboard	Glass bottles and jars
Kraft paper	Aseptic containers

See City recycling guidelines poster at http://www.fcgov.com/recycling/pdf/2018_recycle_guidelines.pdf.

Recyclable Materials Service Scenarios

Proposals shall assume provision of Recyclable Materials Service for 100% of Customers. Proposals must provide pricing for two distinct service scenarios stated below. Contractor costs for each scenario shall be proposed in the Pricing Sheet (Attachment 3).

- Recyclable Materials Service Scenario 1: Every-other-week collection of up to two Large Recyclable Materials Carts
- Recyclable Materials Service Scenario 2: Weekly collection of one Large Recyclable Materials Cart

Recyclable Materials Contamination

The Recyclable Materials contamination threshold shall be 10% by volume. When the Contractor encounters a cart with 10% or more contamination, the Contractor shall:

- Photograph the item(s) in the cart
- Affix an appropriately marked service tag to the Customer's Recyclable Materials cart
- Not service the cart until the contamination is removed
- Contractor may leave the cart un-serviced until the service day that follows the removal of the contamination
- The following regularly schedule service day, the Customer may set out 2x the regular amount of Recyclable Materials for no additional charge to account for the missed service. In this circumstance, Recyclable Materials may be placed in Recyclable Cardboard boxes and shall not be considered overflow Recyclable Materials
- If the Customer has not removed the contamination by the next service day, the Contractor shall affix a service tag to the cart, service the cart as Solid Waste, and charge the Customer the equivalent overflow Solid Waste fee

4.3 Yard Trimmings Collection

Core Service Rates proposed in the Price Sheet (Attachment 3) shall include the following Yard Trimmings Collection Service components.

Proposal Requirements – Yard Trimmings

Proposal shall include the following Yard Trimmings service components regardless of other service options:

- The cost of Yard Trimmings collection shall be bundled in the Core Service price (i.e. the Customer's bill shall not include a separate itemized line-item price for Yard Trimmings collection)
- Standard service shall be a Large Cart
 - Residents can select a Medium Cart for no change in their monthly price
- Materials shall be collected in the cart only (no loose materials will be accepted)
- Weekly service shall be provided seasonally from April 1st through November 30th each year
- Collection shall be on the same day as Solid Waste collection
- Materials shall be collected in wheeled carts with lids
- Contractor shall deliver Yard Trimmings to a permitted / licensed compost processing facility
 - Contractor shall receive approval from the City to take materials to a facility other than a permitted / licensed compost processing facility
 - Contractor proposals shall include the planned destination(s) for Yard Trimmings
 - Contractor proposals may identify any proposed additions to the materials included in Table 4
- Yard Trimmings may not be landfilled unless load is rejected from the Yard Trimmings destination due to contamination. If that occurs, Contractor shall notify City contact immediately with details of the incident / cause of the contamination. Contractor shall also include details and cause of the contamination incident in the regular report to City.

Table 4
MINIMUM LIST OF YARD TRIMMINGS TO COLLECT

Brush & Limbs sized to fit in the cart
Grass Clippings
Leaves
Garden Trimmings / Weeds / Plant Material

Yard Trimmings Service Scenarios

Proposals must provide pricing for two distinct service scenarios stated below. Contractor price for each scenario shall be proposed in the Pricing Sheet (Attachment 3).

- Yard Trimmings Service Scenario 1:
Bundled seasonal Yard Trimmings collection service for 100% of Customers.
- Yard Trimmings Service Scenario 2:
Optional seasonal Yard Trimmings collection service with estimated participation rate of 75% of Customers. In Scenario 2, Customers would be automatically enrolled in the service but could contact the Contractor to decline collection service and receive a predetermined reduction in the Core Service price.

Yard Trimmings Contamination

The Yard Trimmings contamination threshold shall be 10% by volume. When the Contractor encounters a cart with 10% or more contamination, the Contractor shall:

- Photograph the item(s) in the cart
- Affix an appropriately marked service tag to the Customer's Yard Trimmings cart
- Not service the cart until the contamination is removed
- Contractor may leave the cart un-serviced until the service day that follows the removal of the contamination
- The following week, the Customer may set out 2x the regular amount of Yard Trimmings for no additional charge to account for the missed service. In this circumstance, Yard Trimmings may be placed in paper yard waste bags and shall not be considered overflow Yard Trimmings.
- If the Customer has not removed the contamination by the next service day, the Contractor shall affix a service tag to the cart, service the cart as Solid Waste, and charge the Customer the equivalent overflow Solid Waste fee

4.4 Periodic Residential Bulky Items Collection

Proposal Requirements – Bulky Items

Proposal shall include the following Bulky Items service components regardless of other service options:

- Collection on an on-call basis
- Collection within one calendar week of request
- Collection need not be on the same day as regular Solid Waste services
- Contractor proposal shall include proposed collection equipment
- The City prefers but does not require proposal elements that encourage reuse of Bulky Items rather than landfilling them
- The Contractor shall track the number of and types of items collected (in categories mutually agreed upon by the Contractor and the City)
- Bulky Items shall be proposed in the Pricing Sheet (Attachment 3) in two categories:

1) No Additional Fee Bulky Items

Shall include common household items, including but not limited to non-freon containing appliances and furniture, excluding the following:

- Hazardous waste
- Electronics
- Yard waste
- Recyclable Cardboard
- Items that weigh over 60 pounds
- Items larger than 6' x 6'

2) Additional Fee Bulky Items

Shall include items for which Customers will be charged an extra fee

- Contractor shall include in the Pricing Sheet (Attachment 3) any Additional Fee Bulky Items and the amount proposed for each of them.

Bulky Items Collection Scenarios

Proposals must provide pricing for two distinct service scenarios stated below. Contractor costs for each scenario shall be proposed in the Pricing Sheet (Attachment 3).

- **Bulky Items Collection Scenario 1: Collection of up to two No Additional Fee Bulky Items / year for each Customer**
 - The price of this Bulky Items Collection Scenario 1 shall be bundled in the Core Service price (i.e. the Customer's bill shall not include a separate itemized line-item price for Bulky Items collection)
 - Contractor can charge the Customer the additional price included in the contract for each Additional Fee Bulky Item.
 - Customer will pay Contractor directly for each Bulky Item collection requested beyond the two included items. Pricing for these additional Bulky Items shall be the pricing proposed in Bulky Items Service Scenario 2.
- **Bulky Items Collection Scenario 2: Collection of unlimited Bulky Items for a separate price**
 - Customer will pay Contractor directly for each item. The price will be separate from the Core Service price.

4.5 Dumpster Service for Multi-Unit Residential and Commercial Customers

In the Price Sheet (Attachment 3), proposals shall include pricing for Solid Waste and Recyclable Materials Dumpster service for multi-unit residential buildings or commercial buildings that opt in to receive such Dumpster service by Contractor. Service frequency and Dumpster sizes requested are included in the Price Sheet (Attachment 3).

4.6 Other Services or Additional Material Collections or Other Ways to Improve Program

Nothing in this Request for Proposals is intended to limit the Contractor from offering other services or collecting additional materials or other ideas for ways to improve the program subject to the following:

- Such supplemental service(s) enhances services under the City's Agreement and supports the City's sustainability goals
- Collection is compliant with the terms of the City's Agreement and all local, state and federal laws and regulations
- Materials are managed at appropriately licensed / permitted facility
- The City does not wish to pursue seasonal Yard Trimmings collection events or Bulky Items collection days as part of the scope of the RFP

5.0 OPERATIONAL SPECIFICATION

The Contractor shall provide all resources, equipment, and personnel necessary to perform all services described herein.

5.1 Carts

The Contractor shall purchase, assemble, and deliver all Solid Waste, Recyclable Materials, and Yard Trimmings carts as part of the City's contract. Cart ownership will transfer to the City at the end of the Agreement Term. The cost of the carts shall be itemized in the Price Sheet for purposes of this proposal. The Customer's bill shall not include a separate itemized line-item price for carts. The quoted price shall not include any grant funding. The final pricing for carts shall be reduced an amount equal to any grant funding provided by the City.

Carts shall be new, wheeled units that meet the following criteria:

- The cart body and lid shall be distinct for Solid Waste, Recyclable Materials and Yard Trimmings carts. Cart colors shall be:
 - Grey for Solid Waste (if grey carts significantly alter the cart price, Contractor can propose an alternative color other than blue or green)
 - Blue for Recyclable Materials
 - Green for Yard Trimmings
- Cart sizes available must be consistent with service levels in Section 4.
- Carts must be compatible with industry standard collection equipment
- Carts shall be manufactured with a minimum of five percent (5%) residential post-consumer recycled plastic content based on the weight of the entire mass of the body, lid and wheels
- Radio Frequency Identification (RFID) tags must be embedded in carts at the time of manufacturing
 - Contractor is not required to purchase RFID reading equipment or to use an RFID tracking or data management system
- Carts shall be hot-stamped with City logo, contact phone number, and have full-color guidelines for acceptable/unacceptable materials printed on the lids of the Recyclable Materials and Yard Trimmings carts
 - City will provide information and artwork for hot stamp and guidelines printing
 - Contractor information shall not be included on carts
- Contractor proposal shall include the proposed cart manufacturer, model number, and brief summary of the basis for the selected cart manufacturer and model.
 - The City retains the right to approve cart manufacturer
- Contractor proposal shall include details about the cart warranty, including length of warranty and transferability to the City at the end of the Agreement Term.

Grant Funding

The City has secured \$15 per Recyclable Materials cart in grant funding from The Recycling Partnership to offset part of the Recyclable Materials cart cost. The City continues to seek grant funding to offset other cart costs. The quoted price shall not include any grant funding. The final pricing for carts shall be reduced by an amount equal to any grant funding provided by the City.

Cart Exchanges and Replacement

Initial Service Start-Up:

- Existing service providers who are not awarded the contract will coordinate with the City to remove their carts from households shifting to the City contract in a timely manner and with no charge to the household, per City code
- Contractor proposal shall include a strategy for removing existing Customer carts and replacing with new carts as well as providing carts to new Customers during the transition period with no service disruption
- Initial cart delivery and collection of the Contractor's existing carts shall be at no charge to the Customer

Ongoing:

- The following cart services shall be provided to the Customer for no additional charge
 - Initial delivery of carts when a new Customer starts service
 - Collection of carts when a Customer ends service
 - Repairing or replacing broken or missing carts
 - Exchanging carts for a different service size
 - Cart delivery or exchange for any other reason
 - Contractor shall provide up to two delivery / exchange / repair instances per service address per year for no additional charge (each instance could involve one or more carts)
 - Contractor can charge Customer a delivery / exchange fee for delivery / exchange / repair needs beyond two instances per year
- Contractor shall deliver carts requested due to service level change requests, new service or replacements within 2 business days of request
- Contractor proposal shall provide an overview of the strategy for maintaining the optimum inventory and mix of cart sizes to support Customers

Cart Maintenance

Contractor shall provide routine cart maintenance, repair and replacement. The cost for such services shall be incorporated into the cart cost proposed in the Pricing Sheet (Attachment 3).

Contractor shall:

- Maintain carts graffiti-free and in good working condition
- Clean up any spills or litter caused by collection or transportation, regardless of whether it is on public or private property
- Repair any damaged carts that can reasonably be returned for regular service
- Replace carts that cannot reasonably be repaired
- Recycle any decommissioned carts

Contractor proposal shall include the proposed location(s) for ongoing cart storage, cleaning and repair.

5.2 Collection Vehicles

The Contractor shall provide all vehicles and equipment needed for materials collection and transportation in an efficient and environmentally-sensitive manner.

The Contractor's proposal shall include details regarding the vehicles it intends to use for the Collection Services. Details must include, but are not limited to the following:

- Vehicle type, manufacturer, and model number
- Number of vehicle by vehicle type
- Fuel by vehicle type
- Average vehicle age by vehicle type
- Overview of vehicle replacement schedule
- Overview of preventative and corrective maintenance programs

Provide the date, description and resolution/corrective action taken for any vehicle accidents, infractions, or overweight vehicles that occurred within the last three (3) years.

When operational, all collection and transfer vehicles shall:

- Cover their loads
- Be kept in good repair and appearance
- Be clean and sanitary
- Be compliant with all local, state and federal safety and inspection regulations

Any vehicle leaks or spills shall be cleaned up as soon as possible and no later than 24 hours after occurrence.

Contractor proposal shall include plan to track and address overweight vehicles. Instances of overweight vehicles shall be included in the regular report to the City.

Sustainable Vehicles

City goals include decreasing pollution and increasing sustainability. The City welcomes proposals that further these goals.

Proposals shall include the Contractor's level of commitment and timing to implement some or all of the following strategies to support greenhouse gas reduction.

- Convert to and/or expand alternative fuel vehicles, especially electric and/or natural gas vehicles utilized to provide Collection Services in the City
- Equip vehicle engines with emission-after-treatment devices such as NOx reduction catalysts and particulate filters
- Equip vehicles with operate-in-gear-at-idle technology and automatic engine shut-off systems
- Implement other reasonable mitigation or pollution prevention equipment or practices
- Implement noise reduction technology such as low-noise bin lifters and quiet work practices

An evaluation of fleet status will be a compulsory component of any consideration to a proposed change in pricing due to the cost of fuel.

5.3 **Collection Personnel**

The Contractor shall maintain staffing levels required to support the Collection Services on the schedules set forth herein. The Contractor shall have implemented a current Department of Transportation (DOT) compliance policy. Such policy shall be subject to audit and review by the City with reasonable prior notice.

At a minimum, all vehicle drivers shall be:

- Licensed by the State of Colorado with a valid Class B Commercial Driver License (CDL) with air brakes endorsement
- Alert, careful, courteous and competent
- Appropriately trained in operations and safety measures
- Provided with appropriate communication tools and Personal Protective Equipment (PPE)

Cell phones shall not be used in a moving vehicle.

5.4 **SAFETY**

The Contractor shall embrace a culture of safety to include a documented safety program for the Collection Services. The safety program must include as a minimum the following:

- Health and Safety Training
- Employee/Management Responsibility
- Hazard Recognition and Control
- Incident Reporting and Investigation

The Contractor shall track and report its Experience Modification Rate (EMR) on an annual basis. As part of the proposal please provide the EMR for the previous three (3) years. The Contractor shall track and report its OSHA Total Recordable Incident Rate (TRIR) and Days Away Restricted or Transferred (DART) calculated as follows:

TRIR $\frac{\text{Number of recordable cases X 200,000}}{\text{Number of hours worked}}$	DART $\frac{\text{Number of DART cases X 200,000}}{\text{Number of hours worked}}$
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5.5 **Collection Schedule**

Solid Waste, Recyclable Materials, and Yard Trimmings shall be collected from each Customer on the same day. On-call Bulky Items collections can be on a different day.

Hours and Holidays

All collections shall be conducted between 7 AM and 7 PM Monday through Friday and 7 AM to 7 PM on Saturdays during any week with a holiday. No collections shall occur on Sundays or holidays unless expressly authorized by the City Representative. Holidays shall include New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.

Severe Weather Protocol

Contractor may suspend service on days that the City closes or when the City declares a late start due to severe weather or other times authorized by the City Representative. In the event of a closure/late start due to severe weather, the City will post a notification by 5 AM.

Contractor shall collect any missed collections due to suspended service within one calendar day of City facilities opening unless otherwise approved by the City Representative. The resumed service may cause a similar delay to other service days throughout that service week. (For example, if service is suspended on a Tuesday and resumes on Wednesday, the Tuesday Customers would be serviced on Wednesday and so on, including Friday collections taking place on Saturday.)

5.6 Program Transition Services

The transition period will begin on the contract Effective Date and end on the Service Commencement Date.

City Responsibilities

- Collaborate with the Contractor to design public notifications and service tags for the Collection Services
- Provide City information for cart hot stamps and artwork for printed material guidelines on cart lids
- Help to resolve questions while Contractor develops service address list
- Determine whether HOAs with existing hauling contracts comply with City requirements (and thus are exempt from the City contracted hauling program) and share that information with the Contractor
- Provide a phone number that shall be routed to the Contractor and that the Contractor shall use for all customer service inquiries, requests, complaints and other as related to this contract. The City will keep the phone number for contract customer service, regardless of whether a different Contractor is selected in the future
- Coordinate removal of carts from Customers of other service providers
- Establish Customer billing rates based on the contract pricing and the City's administrative fee established by the City Council

Contractor Responsibilities

Contractor's proposal will include proposed dates for each of the following activities to be completed during the transition period and thereafter during the term of the contract:

- Develop, produce and distribute public notifications to Customers
 - Contractor shall collaborate with the City to design the public notifications and City shall have final approval authority
 - Contractor shall distribute public notifications at the following times at a minimum
 - During the initial start-up period
 - When new Customers start service (after the service start-up period)
 - When Customers change service levels at any time
 - Annually to all Customers at a time agreed upon with City Representative
 - The notification shall be in a multi-color, user-friendly format with any text in both English and Spanish and shall include:
 - Available service levels and rates
 - Annual collection calendar

- Set-out times and locations
- Directions for changing service levels, managing overflow Solid Waste, contamination, and requesting additional services
- Guidance on acceptable and unacceptable materials in Recyclable Materials and Yard Trimmings carts
- Develop service address list
- Facilitate and manage Customer cart size selection
- Conduct all billing set up
- Develop and distribute a collection calendar(s) for all Customers
- Produce service tags to address situations such as blocked carts, Solid Waste overflows, contaminated Recyclable Materials or Yard Trimmings, or other conditions that impact service or safety. Tags shall:
 - Include text in English and Spanish
 - Be made of durable, water-resistant material that can be written on
 - Be printed with 1 color
 - Have a mechanism for temporary attachment to carts
 - Be a minimum size of 5" x 10"
- Remove all carts from existing Customers at no additional cost per Section 5.1
- Provide all other services stated in the RFP and/or required to provide Collection Services in accordance with the terms of the Agreement.

5.7 Customer Billing

All Customer billing shall be conducted by the Contractor on behalf of the City.

Customer rates will be established by the City based on Contract pricing and City administrative fee. Rates and fees shall remain unchanged during each Service Year unless otherwise approved by an amendment to the Agreement. Customer bills may be on a monthly or quarterly schedule and can be assessed in advance or in arrears. Contractor proposal shall include the anticipated billing frequency and whether it will be assessed in advance or in arrears and why.

Contractor proposal shall address how the Contractor proposes to address the funding from Extended Producer Responsibility when it comes available. See C.R.S. 25-17-101 et seq.

All Customer bills shall include the following:

- Applicable Core Service rates
- Statement that Recyclable Materials collection (and seasonal Yard Trimmings collection if City selects Yard Trimmings collection scenario 1) are bundled services (i.e., Customer cannot elect not to receive)
 - City will provide text
- Separate itemization of any fees for overflow Solid Waste, contamination, Bulky Items collection and any other fees approved by the City
 - The only fees allowed on Customer bills are those described in this Request for Proposals and incorporated into the executed agreement. *All costs of service must be addressed in the Core Service rate or fees described in this Request for Proposals*

- City administrative fee(s) may be itemized separately or included with the Core Service price at the City's discretion. If itemized, the City will provide text to be included
- Bills shall include text in Spanish providing Customers with directions for requesting their full bill in Spanish

The Contractor shall provide Customer name, service address, billing address, phone number, Customer email, cart number and related cart sizes per service type to the City in an electronic format acceptable to both parties at the end of the Agreement.

5.8 Customer Service and Education

All customer service functions shall be provided starting in the transition period and shall continue through the Agreement Term. Contractor proposal shall include dates within the transition period when partial and/ or full Customer service capabilities will be provided that align the Contractor's proposed transition schedule.

Dedicated Customer Service Representatives

Prompt customer service from representatives that understand Fort Collins' program is very important to the City. Although the City prefers the Contractor's customer service office to be located in Fort Collins, the City will consider other approaches. However, all dedicated customer service staff shall have a comprehensive working knowledge of Fort Collins neighborhoods and the specific details of services and rates provided under the Agreement. Contractor proposal shall include the number of customer service representatives they will dedicate to service the Customers (distinct from centralized call center responsibilities that service many communities), where the customer service representatives will be located, and how Contractor will ensure customer service representatives are familiar with Fort Collins' contract and neighborhoods.

Customer Service Hours

Dedicated customer service staff shall be available at a minimum from 8 AM to 5 PM MST Monday through Friday and Saturdays during weeks when holidays or service suspensions require Saturday collections. Contractor proposal shall include the hours for which dedicated customer service representatives will be available for Customers. Contractor proposal may, but is not required to, propose roll over hours to national call centers to extend customer service hours (only outside of minimum business hours).

Customer Queries, Complaints and Service Change Requests

The Contractor shall detail in the RFP response their approach to effectively meet the following requirements:

- Address all issues directly
 - The City shall not be the default customer service provider
- Answer Customer contacts primarily with live personnel
 - When call volume is unexpectedly high and live personnel are addressing other City queries, Customers shall be able to leave direct voice mail message; Contractor shall respond to Customer query within 1 business day
 - Maintain an average hold time of two minutes or less for customer service over the phone
 - Maintain an average abandonment rate of less than one percent of customer calls for customer service over the phone

- Resolve any missed collection issues within 1 business day
 - Excluding delays associated with service suspensions
 - Excluding instances where Customer had late set-out, blocked cart or excessive contamination (all of which shall be resolved or referred to the City within 1 calendar week)
- Resolve any other Customer or City complaints within 2 business days
- Respond to any service change or Bulky Items collection requests within 2 business days
 - Actual change or collection shall be completed within 1 calendar week
- Resolve all complaints and requests to the satisfaction of Customers and the City
- City shall have access to the recording of any complaints received via phone (upon request)
- City Representative or their designate shall be copied on all responses to written complaints via email, forms, or other means. The original complaint shall be included in any response.
- Contractor proposal may include proposed Customer service metrics beyond those stated in Section 5.9

Public Outreach and Education

The City will conduct comprehensive public outreach and education activities throughout the Agreement Term. The Contractor shall support these efforts by:

- Producing and distributing Customer notifications as described in Section 5.6
- Maintaining a Fort Collins-specific website page(s) with the same information required for Customer notifications
- Providing Customers with the ability to request service changes online (such as start / stop service, cart size change, Bulky Items collection, report a missed collection, opt out of Yard Trimmings collection (if applicable) etc.)
- Providing service tags and utilizing them as noted throughout this RFP,
- Providing Customers with options for e-mail and text reminders prior to collection days
- Providing the City with information that will impact Customer service at least thirty days before any changes go into effect
 - Including changes in accepted Recyclable Materials or Yard Trimmings, equipment, routing, collection schedule etc.

Contractor proposal shall include examples of similar customer notifications, service tags, websites, and collection day reminders created for other communities it has serviced, if applicable.

5.9 Regular Reports

All reports shall be submitted electronically in a format and with a level of detail that is acceptable to the City. Each report shall include information since the last report (monthly / quarterly / annual). Monthly reports shall be submitted within 15 days of the end of the month. Quarterly and annual reports shall be submitted within 30 days of the end of the month / quarter / year. Information within each topic area shall be sorted by Customer address unless otherwise specified below. For the purpose of this section, service type shall mean Solid Waste, Recyclable Materials, or Yard Trimmings. All reporting periods shall be based on a calendar year. The City reserves the right to request additional information mutually agreed up on by the City Representative and the Contractor. Reports shall include the following:

Immediate Reporting

- Contaminated loads of Recyclable Materials or Yard Trimmings that include materials from Customers that are rejected from processing facilities.
 - Include date, service type, contamination type, situation that caused contamination, and any other relevant details
- Prohibited materials in carts or blocked carts that are not corrected within one week by Customer.

Monthly Report

- Materials collected
 - Scale-based weight data for Solid Waste, Recyclable Materials, Yard Trimmings and Bulky Items collections, including facilities where they were delivered for reuse, recycling, composting, disposal or other management.
 - The weight of City materials in any mixed loads that also includes non-City Solid Waste can be estimated using methodology acceptable to the City
 - If materials were delivered to more than one facility, include the scale-based weight data for each facility
- Customer complaints
 - Include date of complaint, service address, complaint type, resolution, and date resolved
 - For purposes of this report, a complaint is any customer contact other than a service change or information request
 - Contractor and City will develop list of complaint types that are mutually agreeable, and they may include missed pick up, unsafe driving, spills, operating outside permitted hours, customer service phone call hold times, other customer service issues, etc.
- Missed collection
 - Date of missed collection, date of resolution, service type missed, service address, and whether missed collection was due to Contractor or Customer (i.e. late set out, blocked cart etc.)
- Contaminated loads of Recyclable Materials or Yard Trimmings rejected from processing facilities
 - Include date, service type, contamination type, situation that caused contamination, and any other relevant details

Quarterly Report

- Number of Customers receiving Collection Services through the City contract
- Financials
 - Amount of administrative fee collected for remittance to the City
 - Any known performance violations and associated liquidated damages to be remitted to the City
 - Fees charged for the quarter sorted by fee type
 - Number of accounts over 90 days delinquent
- Special service situations and fees assessed
 - Include the incident date, service address, incident resolution and fee charged for the following incident types:
 - Overflow Solid Waste

- Prohibited items in Solid Waste carts (such as Recyclable Cardboard, Electronics, etc.)
- Blocked carts
- Contaminated Recyclable Materials carts
- Contaminated Yard Trimmings carts
- Bulky Items collection
 - Service address, date service request received, date of bulky item pick up, and number of items by type (in categories agreed upon by Contractor and the City)
- Customer service
 - Number of customer communications
 - Include date and type of customer service (complaint, service change, or information request)
 - Average hold times for phone calls
 - Average number of phone calls per time of day
 - Contractor and City shall mutually determine time categories, such as before 8 am, 8am-11am, 11am-1pm, 1pm to 3pm, 3pm -5pm, after 5pm
- Cart activity (includes deliveries, replacements, repairs, removal or exchanges)
 - Include type of cart, type of action (delivery, repair, replacement, removal, exchange), request date, completion date, and service address. If Customer is changing cart size, include the initial and new cart size.
- New opportunities: any new opportunities identified by Contractor to decrease materials landfilled, increase reuse, recycling or composting of materials
- Number of Customers opting out of Collection Service

Annual Report

- Annual summary of the number of the following
 - Missed collections by Contractor*
 - Missed collections due to Customer (late set-out, blocked cart etc.)*
 - Number of contaminated loads of Recyclable Materials or Yard Trimmings rejected by processor with brief notes of the cause
 - Carts delivered, repaired, replaced, removed or exchanged, sorted by activity type as a number and as a percentage of carts serviced by Contractor's Collection Services
- * Express these data points as a raw number and as a percentage out of all the Customers receiving Collection Services through the City
- Annual summary of each of the following Financials
 - Amount of administrative fee remitted to the City
 - Amount of performance violations and associated liquidated damages remitted to the City
 - Amount of fees charged, sorted by fee type
 - Core Service rates charged to Customers
- Summary of Bulky Item material collection by item type
- Facilities where City Solid Waste, Recyclable Materials, Yard Trimmings and Bulky Items were delivered for reuse, recycling, composting, disposal or other management

- New opportunities: any new opportunities identified by Contractor to decrease materials landfilled, increase reuse, recycling or composting of materials

Available to City Upon Request

- Customer and service level details
 - Customer name, service address, billing address, phone number, Customer email, cart numbers and related cart sizes per service type
- Customer invoice
- Photograph of any incident of overflow solid waste, prohibited item in Solid Waste cart, blocked cart, contaminated Recyclable Materials cart, contaminated Yard Trimmings cart
- Recording of customer service interactions over the phone

Quarterly Meeting

City representative and Contractor contact shall meet quarterly to review and discuss Contractor performance. Either entity may also invite additional staff members as appropriate.

Records Retention and Auditing Rights

The Contractor shall maintain all records for a minimum of three (3) years from the end of the Agreement Term and any extension. Contractor records shall be available at all reasonable times for inspection by the City. The City will retain full auditing rights of the Contractor's accounting records as they pertain to the City's contract.

5.10 Solid Waste, Recyclable Materials and Yard Trimmings Composition Analysis

If the City or any agent hired by the City conducts a composition analysis of Solid Waste, Recyclable Materials, Yard Trimmings or other materials, the Contractor shall support by diverting loads identified by the City Representative or their agent to the designated sort site (within Larimer County) during the composition analysis.

Contractor proposals may include a description and prices (see the Pricing Sheet (Attachment 2)) for the Contractor to conduct an annual Solid Waste composition analysis to identify Recyclable Materials and Yard Trimmings still being landfilled, and possible composition analysis of Recyclable Materials and/or Yard Trimmings to identify contamination percentages and items. Composition analysis should utilize the same material categories as past City composition analysis and the same methodologies as much as possible. See 2016 City Solid Waste Composition Analysis at https://www.fcgov.com/recycling/pdf/2016_Landfill__Waste_Composition_Report_28Fort_Collins29.pdf?1555024955

5.11 Contractor Compensation

Service Price Changes

The City agrees that the Contractor's pricing as stated in Attachment 3 may be adjusted annually beginning on the first anniversary of the Service Commencement Date and annually thereafter to reflect changes in the cost of doing business except in instances when performance violations on contract non-compliance issues are unresolved. The adjustment will be the lesser of the Denver-Boulder-Greeley Consumer Price Index (CPI) or three percent annually.

Uncontrollable Cost Increases or Decreases

On an annual basis beginning on the first anniversary of the Service Commencement Date the Contractor may petition the City for an additional pricing adjustment due to uncontrollable costs such as disposal or processing tip fee increases, fuel cost increases or changes in applicable regulations. The Contractor shall petition the City at least ninety (90) days prior to the anniversary date. Price adjustment petitions developed by the Contractor shall consider decreases in fuel costs (if any) as reported by the US Energy Information Administration for the Rocky Mountain region and / or Recyclable Materials tip fees as a potential counter-balance for other uncontrollable costs. Any pricing change under this subsection shall be effective on the anniversary of the Service Commencement Date.

Any petition shall include documentation to justify how the cost increases exceed the three percent per year standard increase. The City reserves the right, as a condition of approval, to inspect Contractor financial records that justify a change in the pricing. The City has no obligation to approve any petition but acknowledges uncontrollable costs may occur and intends to negotiate with the Contractor in good faith.

5.12 Administrative Fee and Liquidated Damages Remittance

The Contractor shall collect the administrative fee through Customer billing on behalf of the City. Contractor shall remit the administrative fee and liquidated damages from performance violations to the City within 30 calendar days of the last day of the calendar quarter via check or electronic transfer (at the City's discretion).

6.0 CONTRACTOR PERFORMANCE**6.1 Performance Standards & Liquidated Damages**

Performance standards and liquidated damages for non-compliance to the Agreement requirements are stated in Table 5. In the event the Contractor fails to sustain the stated Performance Standard and/or any non-compliance with the terms of the Agreement may be considered a default subject to resolution in accordance with the terms of the Agreement. Table 5 consists of the following sub-tables:

In the event of a non-compliance, the City will notify the Contractor in writing of the basis of each assessment of liquidated damages and will work in good faith with the Contractor to resolve any disputes related to liquidated damages. Liquidated damages will be due to the City on the next quarterly remittance following assessment of the liquidated damages (per Section 5.12).

See Next Page for Table 5

Table 5
PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

Material Conditions for Contract Default

PERFORMANCE STANDARD VIOLATION	LIQUIDATED DAMAGES	CALCULATION BASIS	PERFORMANCE STANDARD
Failure to meet schedule for any transition activity	\$500 per day	Daily	100%
Failure to deliver all Solid Waste to Larimer County Landfill or other permitted landfill (depending on scenario City selects), all Recyclable Materials to Larimer County Recycling Center or other permitted recycling center (depending on scenario City selects), and all Yard Trimmings to approved facilities OR landfilling properly source separated Recyclable Materials or Yard Trimmings	\$3,000 per load	1 - Load	100%
Failure to maintain required insurance coverage	\$5,000 per incident	Insurance expiration date	100%
Failure to maintain irrevocable letter of credit	\$5,000 per incident	IRLOC expiration date	100%
Misrepresentation in reporting including inaccurate City administrative fees or liquidated damages	\$5,000 per incident	Each Reporting Period	100%
Contractor utilizing a driver to provide Collection Services that does not have a valid Class B CDL with air brakes endorsement and Colorado Drivers' License and/or is not current with DOT required training or other DOT requirements	\$1,000 per driver per day	All Drivers	100%
Delayed remittance of City administrative fees or liquidated damages	\$500 per day	Each Billing Period	100%
Failure to participate in mutually scheduled quarterly meeting	\$1,000 per incident	Each Quarterly Meeting	100%
Failure to allow City audits or maintain records for 3 years	\$3,000 per incident	Each City Audit	100%
Failure to provide the date, description and resolution/corrective action taken for any vehicle accidents, infractions, or overweight vehicles that occurred within the last three (3) years.	\$1,000 per incident	Each Reporting Period	100%

Failure to deliver specified loads of material to a designated location in support of a material composition analysis conducted on behalf of the City	\$1,000 per load per audit	Annual Audit	100%
Failure to appropriately bill Customers according to the Agreement OR bill for fees not approved by City OR failure to provide text in Spanish with directions for accessing full bills in Spanish	\$3,000 per billing	Each Billing Period	100%
Failure to provide the number of dedicated service representatives familiar with city neighborhoods and City contract during business hours that are agreed upon in Service Agreement	\$500 per day	Daily	100%

Daily Operations

PERFORMANCE STANDARD VIOLATION	LIQUIDATED DAMAGES	CALCULATION BASIS FOR PERFORMANCE STANDARD	CORRECTIVE ACTION TIME PERIOD	PERFORMANCE STANDARD
Collection before 7 AM or after 7 PM or not on the designated scheduled collection day (each route shall be separate incident)	\$250 per incident	Monthly	Collected between 7AM and 7PM on scheduled collection day	98%
Failure to collect missed collections within 1 business day (excludes late set-outs & blocked carts which shall be collected within 1 calendar week) (excludes severe weather delays, which shall be serviced in accordance with Section 5.5)	\$250 per Customer per day	Monthly	Within specified time frame	98%
Failure to deliver carts after service start-up OR to replace damaged/lost carts within 2 business days	\$250 per day per cart	Monthly	Within 2 business days	98%
Failure to respond to Customer queries within 1 business day	\$250 per incident	Monthly	Within 1 business day	98%
Failure to resolve billing inquiries and disputes within two business days (including Saturdays where staffing is required)	\$250 per incident	Monthly	Within 2 Business Days	98%
Failure to maintain an average hold time of two minutes or less for customer service over the phone	\$250 per incident	Monthly Average	<2 Minutes	98%

EXHIBIT A

Failure to maintain an average abandonment rate of less than one percent of customer calls for customer service over the phone	\$250 per incident	Monthly Average	<1% of Customer Service calls	98%
Failure to resolve Customer or City complaints within 2 business days	\$250 per Customer per day	Monthly	Within 2 business days	98%
Failure to clean up any vehicle leaks or collect materials spilled during the execution of Collection Services within 24 hours	2X cost of clean-up incurred by City	Monthly	Within 24 hours	100%
Collection of overflow Solid Waste, prohibited materials, contaminated Recyclable Materials or contaminated Yard Trimmings without tagging & charging appropriate fee to customer	\$500 per incident	Monthly	Each Customer	98%
Failure to maintain carts in good working condition including needed repairs in accordance with the Agreement	\$100 per Cart	Monthly	Each Customer's	98%
Late or incomplete submission of on request, monthly, quarterly OR annual reports	\$250 per day	Monthly / Quarterly/ Annually	Within specified time frame	100%
Failure to cover vehicles that contain Solid Waste, Recyclable Materials, Yard Trimmings or Bulky Items OR to maintain vehicles that are clean, sanitary & in good working order	\$250 per incident	Each Load	Each Vehicle	100%
Failure to provide Bulky Item collection within 1 calendar week of Customer request	\$250 per Customer per day	Monthly	Within 1 calendar week	98%
Driver providing Collection Service utilizing a cell phone in a moving vehicle	\$500 per cell phone infraction	Monthly	All drivers	100%
Failure to maintain required color-coding for Solid Waste, Recyclable Materials or Yard Trimmings carts OR to maintain hot-stamp labels on all carts OR to maintain printed material guidelines on Recyclable Materials or Yard Trimmings carts	\$250 per cart per day	Monthly	Each Cart	98%
Failure to distribute approved notifications & collection calendars OR to develop/use approved service tags	\$250 per day	Monthly	Within specified time frame 98%	98%

6.2 Contactor Performance Review

The City reserves the right to conduct a full review of Contractor performance at any time during the contract term if any condition identified in the Agreement (see Attachment 4) occurs. If during the

review process the City finds that Contractor performance is unacceptable (regardless of remedies completed or penalties paid), it may subject the Contractor to the requirements of the termination clause in the Agreement (Attachment 4).

6.3 **Irrevocable Letter of Credit**

During the Term of the Agreement, the Contractor shall maintain an Irrevocable Letter of Credit as stated in the Agreement. (See Attachment 4).

7.0 **REVIEW AND ASSESSMENT CRITERIA**

Contractors will be evaluated on the criteria stated in Table 7. This set of criteria will be the basis for review and assessment of the written proposals and optional interview session. At the discretion of the City, interviews of the top-rated Contractors may be conducted.

The rating scale shall be from 1 to 10 for each criteria category with the following baseline for ratings:

- 1 = does not meet minimum requirements
- 5 = fulfills the minimum requirements
- 10 = exceeds minimum requirements in that category

Table 7

PROPOSAL EVALUATION CRITERIA

CRITERIA	WEIGHTING
Acceptance Key Components of City Contract and Ability to Meet Service Requirements	10%
Strategy(ies) for Enhanced Sustainability and Equity	15%
Commitment to a High-Level of Customer Service	35%
Customer Pricing	40%
Total	100%

8.0 **ANTICIPATED SCHEDULE**

The following represents the City's target schedule for the RFP. The City reserves the right to amend the target schedule at any time.

- RFP issuance: September 12, 2022
- Pre-bid meeting: 1:00 PM MT on September 26, 2022
- Question deadline: 5:00 PM MT on October 3, 2022
- Proposal due date: 5:00 PM MT (our clock) on October 24, 2022
- Interviews (tentative): November / December 2022
- Award of Contract (tentative): February 2023

9.0 **INTERVIEWS**

In addition to submitting a written proposal, the top-rated Contractor may be interviewed by the RFP assessment team and asked to participate in an oral presentation to provide an overview of the company, approach to the project and to address questions. The evaluation criteria for the oral interviews will be the same as the criteria for the written evaluations and is included in Section 8.0.

Because of recent events involving COVID-19, the City may use non-traditional methods for the optional interview phase of the assessment process. The City will receive and score written proposals. However, instead of traditional in-person interviews for the optional interview session, the City may opt to use alternate methods including, but not limited to remote interviews through a platform such as Microsoft Teams or Zoom.

10. PROPOSAL SUBMITTAL

Please limit the total length of your proposal to a maximum of fifty (50) 8 ½ x 11" pages (excluding cover pages, table of contents, dividers and Acknowledgement form, and Pricing Sheet). Font shall be a minimum of 10 Arial and margins are limited to no less than .5" for sides and top/bottom. Extended page sizes, such as 11" x 17", count as a single page and may be used for detailed pricing. Links to other files or websites shall not be permitted. Proposals that do not conform to these requirements may be rejected.

Contractors are required to provide detailed written responses to the following items in the order outlined below. The responses shall be considered technical offers of what Contractors propose to provide and shall be incorporated in the contract award as deemed appropriate by the City. A proposal that does not include all the information required may be deemed non-responsive and subject to rejection.

Responses must include all the items in the order listed below. It is suggested that the Contractors include each of the City's questions with their response.

The City of Fort Collins shall not reimburse any firm for costs incurred in the preparation and presentation of their proposal.

10.1 Cover Letter / Executive Summary

The Executive Summary should highlight the content of the proposal and features of the program offered, including a general description of the program and any unique aspects or benefits provided by your firm.

Indicate your availability to participate in the interviews on the proposed dates as stated in the Section 8, Anticipated Schedule.

10.2 Contractor Background

1. Describe the Contractor's business and background
2. Number of years in the business
3. Details about ownership
4. An overview of services offered and qualifications
5. Size of the firm
6. Location(s) of offices. If multiple, please identify which will be the primary for our account.
7. Primary contact information for the company including contact name(s) and title(s), mailing address(s), phone number(s), and email address(s).

10.3 Scope of Proposal

Solid Waste Collection Service

- Complete Pricing Sheet (Attachment 3) for Solid Waste Collection Service and overflow Solid Waste fee

- Provide program details for the Super Saver Service
 - o Container type
 - o Service frequency
 - o If proposing bag / tag / sticker service, include location within City limits where customer would purchase bags / tags / stickers

Recyclables Collection Service

- Address any proposed additions to the materials stated in Table 3
- Complete Pricing Sheet (Attachment 3) for Recyclable Materials Service Scenario 1: Every-other-week collection of up to two Large Recyclable Materials Carts
- Complete Pricing Sheet (Attachment 3) for Recyclable Materials Service Scenario 2: Weekly collection of one Large Recyclable Materials Cart

Yard Trimmings Service

- Planned destination(s) for Yard Trimmings
- May identify any proposed additions to the materials included in Table 4
- Complete Pricing Sheet (Attachment 3) for Yard Trimmings Service Scenario 1: Bundled seasonal Yard Trimmings collection service for 100% of Customers
- Complete Pricing Sheet (Attachment 3) for Yard Trimmings Service Scenario 2: Optional seasonal Yard Trimmings collection service with estimated participation rate of 75% of Customers

Bulky Items Collection

- Provide details about the types of collection equipment to be used for Bulky Items collection
- Address your approach to encourage Customers to reuse Bulky Items rather than landfilling them
- Complete Pricing Sheet (Attachment 3) for Additional Fee Bulky Items proposed items and related prices
- Complete Pricing Sheet (Attachment 3) for Bulky Items Collection Scenario 1: Collection of up to two No Additional Fee Bulky Items / year for each Customer
- Complete Pricing Sheet (Attachment 3) for Bulky Items Collection Scenario 2: Collection of unlimited Bulky Items for a separate price

Dumpster Service

- Complete Pricing Sheet (Attachment 3) for proposed pricing for Solid Waste and Recyclable Materials Dumpster service for multi-unit residential buildings with eight or more units and commercial buildings that opt in to receive such service by Contractor

Additional Services or Additional Material Collection or Other Ways to Improve Program

- Provide details about any proposed additional services and/or additional material collections and/or other ways to improve the program to be included in the scope of the City's Agreement
- Provide pricing for any proposed additional services and/or additional material collections or other program improvements. Include pricing in an addendum to the Pricing Sheet (Attachment 3)

10.4 Operational Specifications

Carts

- Provide proposed cart manufacturer, model number, and brief summary of the basis for the selected cart manufacturer and model

- Provide details about the cart warranty, including length of warranty and transferability to the City at the end of the Agreement Term
- Complete the Pricing Sheet (Attachment 3) for the cost to be applied to the Customer bill for the purchase, assembly, delivery and maintenance of the carts
- Provide strategy for removing existing Customer carts and replacing with new carts as well as providing carts to new Customers during the transition period with no service disruption
- Provide overview of strategy for maintain the optimum mix of cart sizes to support Customers
- Provide details about the proposed location for ongoing cart storage, cleaning and repair

Collection Vehicles

- Provide details about the vehicles to be used for the Collection Services including but not limited to the following:
 - o Vehicle type, manufacturer, and model number
 - o Number of vehicles by vehicle type
 - o Fuel by vehicle type
 - o Average vehicle age by vehicle type
 - o Overview of vehicle replacement schedule
 - o Overview of preventative and corrective maintenance programs
- Plan to track and address overweight vehicles
- Sustainable vehicle strategy including
 - o Contractor's level of commitment and timing to implement all or some of the strategies to reduce greenhouse gases (see Section 5.2 for complete list)

Program Transition Services

Contractor's proposal will include proposed dates for each of the following activities:

- Develop, produce and distribute public notifications to customers
 - o Contractor shall collaborate with the City to design the public notifications and City shall have final approval authority
 - o Contractor shall distribute public notifications at the following times at a minimum
 - During the initial start-up period
 - When new customers start service (after the service start-up period)
 - When customers change service levels at any time
 - Annually to all customers at a time agreed upon with City Representative
 - o The notification shall be in a multi-color, user-friendly format with any text in both English and Spanish and shall include:
 - Available service levels and rates
 - Annual collection calendar
 - Set-out times and locations
 - Directions for changing service levels, managing overflow Solid Waste, contamination, and requesting additional services
 - Guidance on acceptable and unacceptable materials in Recyclable Materials and Yard Trimmings carts
- Develop service address list
- Facilitate and manage Customer cart size selection
- Conduct all billing set up
- Develop and distribute a collection calendar(s) for all Customers
- Produce service tags to address situations such as blocked carts, Solid Waste overflows, contaminated Recyclable Materials or Yard Trimmings, or other conditions that impact service or safety. Tags shall:

- o Include text in English and Spanish
- o Be made of durable, water-resistant material that can be written on
- o Be printed with 1 color
- o Have a mechanism for temporary attachment to carts
- o Be a minimum size of 5" x 10"
- Remove all containers from existing Customers at no additional cost per Section 6.1
- Purchase, assemble and deliver new carts to all Residential Units
- Provide services included in this Request for Proposals

Billing

- Anticipated billing frequency and whether it will be assessed in advance or in arrears and why
- Address how the Contractor proposes to address the funding from Extended Producer Responsibility when it comes available (HB22-1355)

Customer Service and Education

- Dates within the transition period when partial and/ or full Customer service capabilities will be provided that align the Contractor's proposed transition schedule
- Number of customer service representatives Contractor will dedicate to service the Customers (distinct from centralized call center responsibilities that service many communities), where the customer service representatives will be located, and how Contractor will ensure customer service representatives are familiar with Fort Collins' contract and neighborhoods
- Hours for which dedicated customer service representatives will be available for Customers
- May propose roll over hours to national call centers to extend customer service hours (only outside of minimum business hours)
- Details of how Contractor shall:
 - Address all issues directly
 - o The City shall not be the default customer service provider
 - Answer Customer contacts primarily with live personnel
 - o When call volume is unexpectedly high and live personnel are addressing other City queries, Customers shall be able to leave direct voice mail message; Contractor shall respond to Customer query within 1 business day
 - Resolve any missed collection issues within 1 business day
 - o Excluding delays associated with service suspensions
 - o Excluding instances where Customer had late set-out, blocked cart or excessive contamination (all of which shall be resolved or referred to the City within 1 calendar week)
 - Resolve any other Customer or City complaints within 2 business days
 - Respond to any service change or Bulky Items collection requests within 2 business days
 - o Actual change or collection shall be completed within 1 calendar week
 - Resolve all complaints and requests to the satisfaction of Customers and the City
- May include proposed customer service metrics beyond those listed in Section 6.8
- Include examples of similar customer notifications, service tags, websites, and collection day reminders created for other communities it has serviced, if applicable

Solid Waste, Recyclable Materials and Yard Trimmings Composition Analysis

- Contractor proposals may include a description and costs (see the Pricing Sheet (Attachment 3))

Confidential Redacted Version of Contractors Proposal

Provide redacted version (if applicable) of proposal for public disclosure. Any proposed redactions must be limited to “trade secrets, privileged information, and confidential commercial, or financial information” pursuant to the Colorado Open Records Act (CORA). Contractor must submit a supplemental document explaining the justification for each redaction.

Subcontractors

The Contractor shall provide details regarding any subcontractors contractor proposes to use to provide services under the Agreement.

Acknowledgement

All Contractors submitting a proposal must sign the Acknowledgement Form (See Attachment 1)

10.5 Sustainability/TBL Methodology

In concise terms (no more than two pages), please describe your organization’s commitment to sustainability and supporting values.

Each element of the TBL sustainability criteria will receive equal consideration in determining the final Sustainability/TBL score.

1. Address how your firm strives to incorporate all three aspects (social, environmental, and economic) of Triple Bottom Line (TBL) sustainable practices into the workplace. Provide examples along with any metrics used to measure success within your firm.
2. Also provide examples of how your firm has incorporated all three aspects of TBL sustainable practices in previous similar projects on which your firm has been the prime Contractor.

Some examples are provided below:

- a. Environmental – Experience delivering projects / programs focused on environmental health priorities in the areas of climate resiliency, water quality and watershed protection, regulatory performance, management systems, air quality, renewable energy, sustainable building and design, construction materials management, and Solid Waste reduction.
- b. Economic – Experience working and delivering projects with an emphasis on strategic financial planning, job creation, business development, asset management, various project delivery methods, value engineering, regional partnerships, transparency, stakeholder engagement, strategic investments, aging infrastructure, repurposing of existing facilities, and competing financial priorities.
- c. Social - Experience working and delivering projects, programs, and/or initiatives that support Equity, Diversity, and Inclusion throughout your firm’s workplace, including leadership, and supply chain. Examples of this may be demonstration of working within cultural and language gaps, development of diversity programs, diverse project teams, equitable opportunity vendor supply chain, and how your firm has applied an equity lens to processes such as recruitment, hiring, purchasing, career pathways, salaries, and staff engagement.

11. SAMPLE AGREEMENT

Included with this request for proposals is a sample Agreement that the City intends to use for obtaining the services of the Contractor. The Contractor is required to review this Agreement and indicate any objections to the terms of the contract. If revisions to the contractual terms are requested, provide suggested revisions.

12. ACKNOWLEDGEMENT

The Acknowledgement form is attached as Attachment 1. Complete the attached form indicating the Contractor hereby acknowledges receipt of the City of Fort Collins Request for Proposal and acknowledges that the Contractor has read and agrees to be fully bound by all of the terms, conditions and other provisions set forth in the RFP.

See Next Page for Attachment 1

Attachment 1**ACKNOWLEDGEMENT**

Contractor hereby acknowledges receipt of the City of Fort Collins Request for Proposal and acknowledges that it has read and agrees to be fully bound by all of the terms, conditions and other provisions set forth in the RFP 9648 Residential Solid Waste Collection and sample Agreement except as otherwise noted. Additionally, Contractor hereby makes the following representations to City:

- a. All of the statements and representations made in this proposal are true to the best of the Contractor's knowledge and belief.
- b. Contractor commits that it is able to meet the terms provided in this proposal.
- c. This proposal is a firm and binding offer, for a period of 90 days from the date hereof.
- d. Contractor further agrees that the method of award is acceptable.
- e. Contractor also agrees to complete the proposed Agreement with the City of Fort Collins within 10 days of notice of award. If contract is not completed and signed within 10 days, City reserves the right to cancel and award to the next highest rated firm.
- f. Contractor acknowledges receipt of ____ addenda.
- g. Contractor acknowledges no conflict of interest.
- h. Failure to provide a public viewing copy will be considered a waiver of any claim of confidentiality under Colorado Open Records Act (CORA). Contractor hereby waives any and all claims for damages against the City for the City's good faith compliance with CORA.

Legal Firm Name: _____

Physical Address: _____

Remit to Address: _____

Phone: _____

Name of Authorized Agent of Firm: _____

Signature of Authorized Agent: _____

Primary Contact for Project: _____

Title: _____ Email Address: _____

Phone: _____ Cell Phone: _____

NOTE: ACKNOWLEDGMENT IS TO BE SIGNED & RETURNED WITH YOUR PROPOSAL.

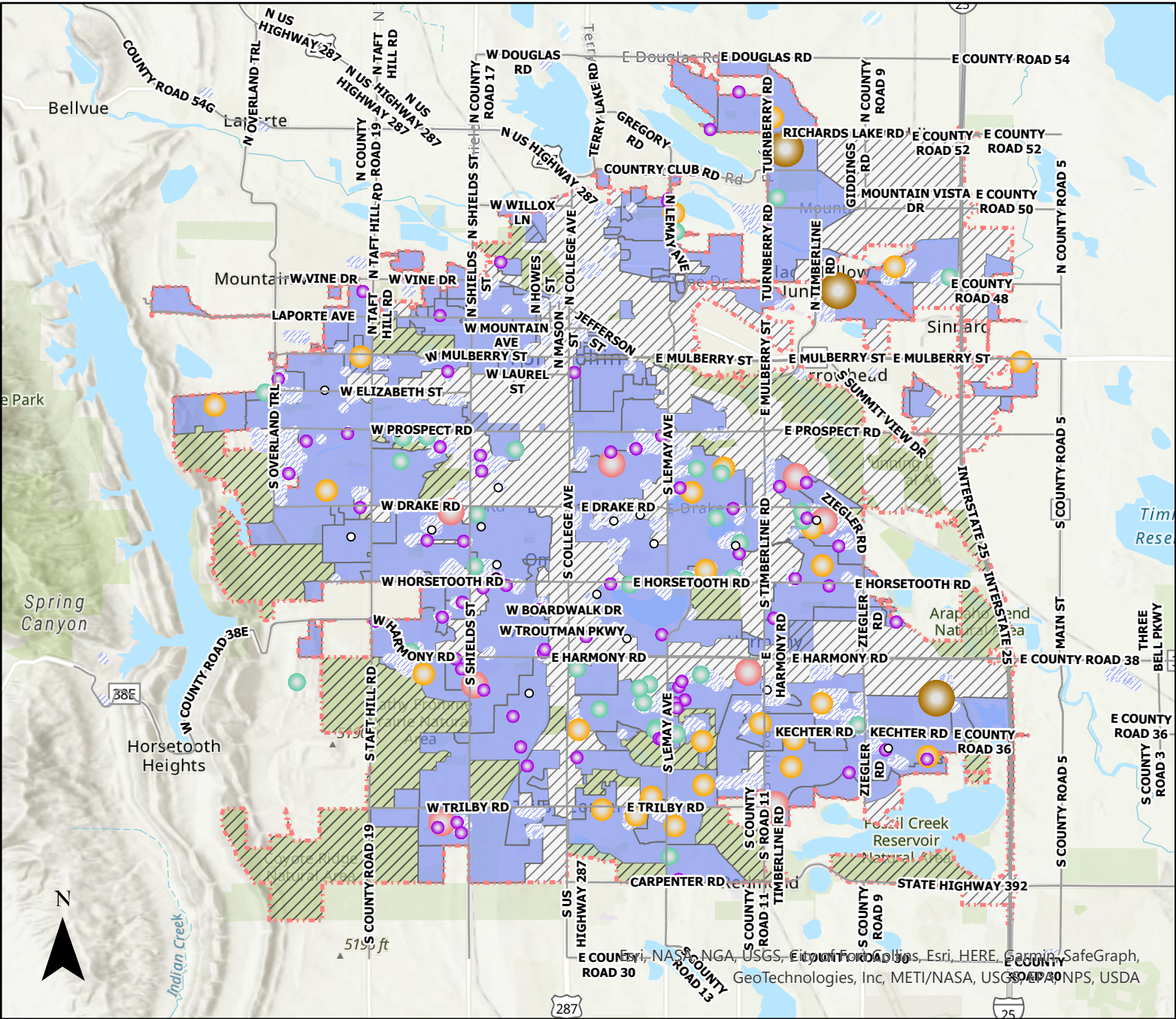
EXHIBIT A

Attachment 2

HOAs

See Next Page

Residential Areas That May Be Serviced by a Contracted Hauler



HOA with Contract by #
Units, Likely Excluded

- 0-10
- 10-50
- 50-100
- 100-300
- 300-500
- 500-700

Class

- Not Primary Residential
- Out of Scope Residential
- Primary Residential
- Public Land
- City Limits

EXHIBIT A

Attachment 3

Pricing Sheet

See Separate Excel Attachment

Item 15.

Item 15.

Attachment 4

Agreement

See Next Pages

AGREEMENT FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES

THIS AGREEMENT FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES ("Agreement") is made and entered into by and between the CITY OF FORT COLLINS, a Colorado home-rule municipal corporation ("City"), whose address is 300 LaPorte Ave., Fort Collins, Colorado 80521 and _____ ("Contractor"), whose address is _____, each of which is individually a "Party" and collectively are the "Parties".

WHEREAS, the Contractor, in response to the City's Request for Proposals ("RFP") No. 9648 dated September 12, 2022, submitted a proposal for Residential Solid Waste Collection Services dated October __, 2022 ("Proposal"), to provide Collection Services for Residential Units, as such terms are defined below, within the City; and

WHEREAS, based on the outcome of the RFP the City has selected the Contractor to perform the Collection Services for Residential Units in accordance with the terms of this Agreement and pursuant to the City's authority under C.R.S. § 30-15-401(7.5) and Chapter x, Article y of the City Code; and

WHEREAS, pursuant to C.R.S. § 30-15-401(7.5) and Section 8-186(a) of the City Code, this Agreement is subject to approval by the City Council of the City of Fort Collins by ordinance.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Definitions. For the purposes of this Agreement, the following terms shall have the meanings set forth herein unless the context specifies otherwise:
 - A. "Bulky Waste" means Solid Waste that does not fit in a closed solid waste cart, excluding hazardous waste, electronics, yard trimmings, recyclable cardboard, items that weigh more than 60 pounds, and items larger than 6' x 6'.
 - B. "Collection Services" means the collection, transportation, and delivery to an appropriate facility of solid waste, recyclable materials, yard trimmings, bulky items, and associated services for residential units conducted in a manner consistent with all applicable laws and regulations and the provisions of this Agreement.
 - C. "Customer" means a customer of the Collection Services.
 - D. "Contractor" means Firm Name.
 - E. "Dumpster" means a metal or plastic container, one (1) cubic yard to ten (10) cubic yards in volume, that is manufactured and used for the collection of solid waste or recyclable materials.

EXHIBIT A

- F. "Effective Date" means the effective date of this Agreement, which shall be the date stated in Section 4, Contract Term.
- G. "Electronics" means any electronic device or electronic component as those terms are defined in the Colorado Hazardous Waste Regulations, 6 Code of Colorado Regulations 1007-3, Section 260.10 and as amended by the State of Colorado from time to time.
- H. "Hazardous waste" means any chemical, compound, substance or mixture that state or federal law designates as hazardous because it is ignitable, corrosive, reactive or toxic, including but not limited to solvents, degreasers, paint thinners, cleaning fluids, pesticides, adhesives, strong acids and alkalis and waste paints and inks.
- I. "Recyclable cardboard" means corrugated cardboard, and shall include, but not be limited to, materials used in packaging or storage containers that consist of three (3) or more layers of Kraft paper material, at least one (1) of which is rippled or corrugated. Cardboard shall be considered recyclable cardboard regardless of whether it has glue, staples or tape affixed, but not if it is permanently attached to other packing material or a non-paper liner, waxed cardboard or cardboard contaminated with oil, paint, blood or other organic material.
- J. "Recyclable materials" means the materials listed in Table 3 of Exhibit A and any other materials identified by Contractor and approved by the City as recyclable materials, provided those materials have been separated from solid waste and can be recovered as useful materials and are properly prepared for the purpose of recycling.
- K. "Residential Units" means all single-unit residential buildings, and multi-unit residential buildings containing seven (7) dwelling units or fewer within the City, subject to certain exceptions and City-granted variances as stated in Exhibit A. Residential units also includes any service opt-in customers.
- L. "Service Opt-in" means Homeowner Associations within the City that meets an exception to the definition of Residential Units as provided in Exhibit A that opts-in to be a Customer and/or a multi-unit residential building containing eight (8) or more dwellings within the City that opts-in to be a Customer.
- M. "Services Commencement Date" means as stated in Section 5 of this Agreement.
- N. "Solid waste" means all refuse, putrescible and nonputrescible waste, excluding electronics, discarded or abandoned vehicles or parts thereof, sewage, sludge, septic tank and cesspool pumpings or other sludge, discarded home or industrial appliances, hazardous wastes, materials used as fertilizers or for other productive purposes and recyclable materials or yard trimmings which have been source separated for collection.

- O. "Yard trimmings" means those materials included in Table 4 of Exhibit A and any other similar organic materials identified by Contractor and approved by the City as yard trimmings.

2. Scope of Agreement.

- A. This Agreement pertains to Collection Services for Residential Units in the City provided by Contractor on behalf of the City pursuant to the City's authority in C.R.S. § 30-15-401(7.5). Contractor's work under this Agreement shall consist of all supervision, materials, equipment, fuel, labor, tip fees and other items necessary to provide a high level of customer service, timely accurate billing, and the collection, transportation and disposal of solid waste, recyclables, yard trimmings, bulky waste from Residential Units in accordance with the provisions of this Agreement.
- B. This Agreement shall not be considered a franchise for services to the residents of the City and any residential household may choose to negotiate with any other solid waste collection service provider licensed to do business in the City or may choose to remove their own solid waste and recyclables in accordance with applicable laws and regulations.

3. Scope of Services. Beginning on the Effective Date or Services Commencement Date, as applicable, the Contractor will provide the following services to the City or, as applicable, to each Customer:

- A. Contractor's Proposal. Contractor's Proposal is incorporated into this Agreement by this reference. In the event a conflict exists between this Agreement and any term in the Proposal, the terms in this Agreement shall supersede the terms in Proposal.
- B. Collection Services. Collection of solid waste, recyclables, yard trimmings, bulky waste and associated services for Residential Units shall be in accordance with **Exhibit A**, which is attached hereto and incorporated herein by this reference.
- C. Operating Specifications. All services performed hereunder shall be subject to the requirements stated in **Exhibit B**, which is attached hereto and incorporated herein by this reference.
- D. Contractor Performance. The Contractor is required to provide a high level of customer service, timely and accurate billing provided by Contractor on behalf of the City, and professionalism in the performance of services under this Agreement. Performance failures will be addressed, to the extent possible, through liquidated damages for certain infractions as set forth on **Exhibit C**. The parties agree, assigning a monetary value for damages to the City and the public for performance

failures for such matters do not easily translate to the dollar amount of such damage, and that the liquidated damage amounts that are set forth in **Exhibit C**, which is attached hereto and incorporated herein by this reference, are reasonable estimates as to the dollar amount of damage incurred in relation to each offending act or omission.

- E. **Pricing.** The Contractor shall perform Collection Services for Residential Units at the prices stated in **Exhibit D**, which is attached hereto and incorporated herein by this reference.
 - F. **Insurance.** Without limiting any of the Contractor's obligations hereunder, the Contractor shall provide and maintain insurance coverage naming the City as an additional insured under this Agreement of the type and with the limits specified within **Exhibit E**, which is attached hereto and incorporated herein by this reference. Prior to the Effective Date of the Agreement, the Contractor shall deliver to the City's Purchasing Director, purchasing@fcgov.com or P.O. Box 580, Fort Collins, Colorado 80522, one copy of a certificate evidencing the insurance coverage required from an insurance company acceptable to the City.
 - G. **Confidentiality.** The Contractor shall comply with **Exhibit F**, which is attached hereto and incorporated herein by this reference.
- 4. **Contract Term.** Subject to approval by ordinance of the Fort Collins City Council, this Agreement shall commence effective _____ (“Effective Date”) and shall continue in full force and effect for five (5) years from the Services Commencement Date, unless terminated as provided herein (“Term”).
 - 5. **Services Commencement Date.** The Services Commencement Date is the date the Contractor starts collecting solid waste, recycling, yard trimmings, and bulky waste under the Agreement. This date shall be mutually agreed upon by the parties and will be not less than six (6) and not more than twenty-four (24) months from the Effective Date of the Agreement
 - 6. **Early Termination by City.** Notwithstanding the time periods contained herein, the City may terminate this Agreement at any time without cause by providing written notice of termination to the Contractor. Such notice shall be delivered at least six (6) months prior to the effective date of the termination.
 - 7. **Carts.** Upon expiration or termination of the Agreement, ownership of all carts and replacement parts for such carts purchased by the Contractor under this Agreement shall transfer to the City. In the event of expiration or termination for Contractor default, the ownership of the Carts shall transfer to the City at no-cost, free and clear of any liens or debt. In the event the Agreement is terminated early by the City in accordance with Section 6, the City shall pay the Contractor the net present value of the monthly cost per

cart multiplied by the number of months remaining to reach five (5) years from the Service Commencement Date. Upon transfer of ownership any manufacturer's warranty for the carts shall transfer to the City.

8. 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:

Contractor

City

City of Fort Collins
Attn: Project Manager
PO Box 580
Fort Collins, CO 80522
City of Fort Collins
Attn: Purchasing Director
PO Box 580
Fort Collins, CO 80522

City of Fort Collins
Attn: City Attorney
PO Box 580
Fort Collins, CO 80522

9. Appropriation. To the extent this Agreement or any provision in it constitutes a multiple fiscal year debt or financial obligation of the City, it shall be subject to annual appropriation by City Council as required in Article V, Section 8(b) of the City Charter, City Code Section 8-186, and Article X, Section 20 of the Colorado Constitution. The City shall have no obligation to continue this Agreement in any fiscal year for which no such supporting appropriation has been made.
10. City Representative. The City has designated _____ to serve as its representative who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the Services provided under this Agreement. The City may change its representative by providing written notice of such change to

Contractor. All requests concerning this Agreement shall be directed to the City Representative. Notwithstanding the foregoing, any changes to the Agreement shall not be binding on either party without a written amendment to the Agreement.

11. Marks. Subject to a Party's express written approval, the other Party may use the Party's name, logo, symbol, trademark or service mark (together "Marks") in electronic, printed, stamped or inscribed materials to support and promote the relationship between the Parties during the Contract Period. Each Party's right to use the Marks is royalty-free, non-exclusive, non-transferrable, and non-assignable.
12. Independent Service Provider. It is the express intention of the Parties that Contractor is an independent contractor performing services and is not an employee, agent, joint venturer, or partner of City. The City shall not be responsible for withholding any portion of Contractor's compensation hereunder for the payment of FICA, Workmen's Compensation or other taxes or benefits or for any other purpose.
13. Subcontractors. Contractor may not subcontract any of the Collection Services set forth in this Agreement without the prior written consent of the City. If any of the Services are subcontracted hereunder (with the consent of the City), 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 City, nor will it obligate the City to pay or see to the payment of any subcontractor, and (d) the work of the subcontractor will be subject to inspection by the City to the same extent as the work of the Contractor. Contractor shall be solely responsible for performance of all duties hereunder.
14. Personal Services. It is understood that the City enters into the Agreement based on the special abilities of the Contractor and that this Agreement shall be considered as an agreement for personal services. Accordingly, the Contractor shall neither assign any responsibilities nor delegate any duties arising under the Agreement without the prior written consent of the City.
15. Acceptance Not Waiver. The City'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 City under this Agreement or cause of action arising out of performance of this Agreement.
16. Warranty.
 - A. The Contractor hereby warrants that it is qualified and has the operational capacity and equipment to assume the duties and responsibilities necessary to effectively render the services described herein and has all the requisite corporate authority, professional licenses, and permits in good standing required by law.

- B. The services performed by the Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work. The services to be performed by the Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.
17. City's Role. The Contractor shall provide all services with no direct support by City staff. Although City staff may collaborate with Contractor on certain initiatives such as Customer education and communication, such support is solely at the City's discretion. Notwithstanding the foregoing, the City intends to monitor and evaluate the progress and performance of Contractor to ensure the terms of this Agreement are being satisfactorily met in accordance with the City's and other applicable monitoring and evaluating criteria and standards. Contractor shall fully cooperate with the City relating to such monitoring and evaluation.
18. Force Majeure. If either party is prevented in whole or in part from performing its obligations by force majeure, then the party so prevented shall be excused from whatever performance is prevented by such cause. "Force Majeure" means any act or event that prevents a party from performing its obligations in accordance with the Agreement where the act or event is beyond the reasonable control and not the result of the fault or the negligence of the affected party and such party is unable to overcome such act or event through the exercise of due diligence. Such acts and events, include but are not limited to, acts of God, fire, explosion, accident, flood, earthquake, epidemic, war, riot, and restraints or injunctions, not resulting from a party's breach of any terms and conditions of this Agreement or any other contractual commitment. Force majeure acts or events do not include: economic or financial events that impact the Service Provider's ability to access or use financial resources; or labor disputes or strikes. Weather that causes City closures or delayed starts, as referenced in the Severe Weather Protocol in Exhibit A, is not a force majeure act or event. To the extent that the performance is actually prevented, the Service Provider must provide written notice to the City of such condition within ten (10) days from the onset of such condition.
19. Disputes Resolution. Except in the event of a Default, pursuant to Section 20, the Parties shall attempt to resolve disputes as follows:
- A. Informal Dispute Resolution. The Parties will use reasonable efforts to resolve any disputes under this Agreement through negotiation. If a dispute arises between the Parties, the primary Representative for each Party will first strive to work out the problem internally. If the Representatives are unable to resolve the dispute within ten (10) days of commencing discussions, then either Party may deliver a written notice to the other Party describing the nature and substance of the dispute and proposing a resolution (the "Notice of Dispute").
- B. Executive Negotiation. During the first ten (10) days following the delivery of the Notice of Dispute (and during any extension to which the Parties agree) an authorized executive of each Party shall attempt in good faith to resolve the dispute through negotiations. If such negotiations result in an agreement in principle to

settle the dispute, they shall cause a written settlement agreement to be prepared, signed and dated, whereupon the dispute shall be deemed settled, and not subject to further dispute resolution.

- C. **Unresolved Disputes.** Upon the Parties' mutual written agreement, any dispute under this Section 19 may be submitted for resolution to mediation to occur in Fort Collins, Colorado. The Parties reserve all rights to adjudicate any dispute not submitted to mediation under this Section 19 of the Agreement. In the event of mediation, the Parties shall share the cost for the mediator(s) equally and each party shall be solely responsible for their own legal counsel expenses.

20. **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 or refuse to perform according to the terms of this Agreement, such party may be declared in default thereof.

21. **Remedies.** In the event a party has been declared in default, such defaulting party shall be allowed a period of ten (10) days 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. If the non-defaulting party commences legal or equitable actions against the defaulting party, the defaulting party shall be liable to the non-defaulting party for the non-defaulting party's reasonable attorney fees and costs incurred because of the default.

22. **Performance Security.**

- A. The Contractor shall provide performance security by providing the City an irrevocable letter of credit in a form satisfactory to the City ninety (90) days prior to the Service Commencement Date. The amount of the letter of credit will be One-Million Dollars (\$1,000,000) issued by a local, federally insured (FDIC) banking institution with a debt rating of 1A or higher by the FDIC or A or higher by Standard & Poor's, Moody's Investor, or comparable agency as determined by the City.
- B. The irrevocable letter of credit shall contain the following endorsement, "At least sixty (60) days prior to cancellation, replacement, failure to renew or material alteration of this irrevocable letter of credit, written notice of such intent shall be given to the City by the financial institution. Such notice shall be given by certified mail to the City of Fort Collins, Purchasing Director, 215 North Mason, Fort Collins, CO 80522."
- C. The irrevocable letter of credit shall be released to the City in the event this Agreement is terminated by reason of breach or default of the Contractor. The irrevocable letter of credit will be released to Contractor at the end of the Agreement Term, provided there is no outstanding breach, default, or other payment deductions or adjustments.

D. The rights reserved to the City with respect to the irrevocable letter of credit are in addition to all other rights of the City, whether reserved by this Agreement, or otherwise authorized by law, and no action, proceeding or right with respect to the irrevocable letter of credit shall affect any other rights the City has or may have under the law.

23. Entire Agreement; Binding Effect; Order of Precedence; 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 shall be binding upon said 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 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 such party to the terms of this Agreement.

24. Indemnity. The Contractor agrees to indemnify and save harmless the City, its officers, agents and employees against and from any and all actions, suits, claims, demands or liability of any character whatsoever brought or asserted for injuries to or death of any person or persons, or damages to property arising out of, result from or occurring in connection with the performance of any service hereunder.

The Contractor shall take all necessary precautions in performing the work hereunder to prevent injury to persons and property.

25. Compliance with Law: The services to be performed by the Contractor hereunder shall be done in compliance with all applicable federal, state, county and City laws, ordinances, rules and regulations. Contractor must be properly licensed by the City to perform Collection Services.

26. Law/Severability. The laws of the State of Colorado shall govern the construction, interpretation, execution, and enforcement of this Agreement. The Parties further agree that Larimer County District Court is the proper venue for all disputes. If the City subsequently agrees in writing that the matter may be heard in federal court, venue will be in Federal District Court in Denver, Colorado. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

27. Prohibition Against Unlawful Discrimination. The City, 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, affirmatively ensures that for all contracts entered into with the City, disadvantaged business enterprises are afforded a full and fair opportunity to bid on the contract and are not to be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The City 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 40 years or older, marital status, disability, sexual orientation, genetic information, or other characteristics protected by law. For the purpose of this policy "sexual orientation" means a person's actual or perceived orientation toward heterosexuality, homosexuality, and bisexuality. The City also strictly prohibits unlawful harassment in the workplace, including sexual harassment. Further, the City strictly prohibits unlawful retaliation against a person who engages in protected activity. Protected activity includes an employee complaining that he or she has been discriminated against in violation of the above policy or participating in an employment discrimination proceeding.

The City requires its vendors to comply with the City's policy for equal employment opportunity and to prohibit unlawful discrimination, harassment and retaliation. This requirement applies to all third-party vendors and their subcontractors at every tier.

28. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, by the City 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.
29. Colorado Open Records Act. The Contractor hereby acknowledges that the City is a public entity subject to Sec. 24-72-201 et seq. of the Colorado Revised Statute (CORA). This Agreement is subject to public disclosure in whole pursuant to CORA.
30. Survival: Any terms and conditions of this Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.
31. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first written above.

CITY OF FORT COLLINS

CONTRACTOR

Kelly DiMartino, City Manager

Date

CITY OF FORT COLLINS

Gerry Paul, Purchasing Director

Date

APPROVED AS TO FORM

ATTEST

EXHIBIT A

EXHIBIT A

SCOPE OF WORK/COLLECTION SERVICES

EXHIBIT A

EXHIBIT B

OPERATION SPECIFICATIONS

EXHIBIT A

EXHIBIT C

CONTRACTOR PERFORMANCE

EXHIBIT A

EXHIBIT D

PRICING

EXHIBIT E**INSURANCE**

The Contractor will provide, from insurance companies acceptable to the City, the insurance coverage designated hereinafter and pay all costs. Before commencing work under this bid, the Contractor shall furnish the City 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 City, at its option, may take out and maintain, at the expense of the Contractor, such insurance as the City may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Contractor under this Agreement.

Insurance certificates should show the certificate holder as follows:

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

The City, its officers, agents and employees shall be named as additional insureds on the Contractor'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 Contractor shall maintain during the life of this Agreement for all of the Contractor'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 Contractor 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 Two Million Dollars (\$2,000,000) each occurrence and Four Million Dollars \$4,000,000 aggregate.
- C. Automobile Liability. The Contractor 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 One Million Dollars (\$1,000,000) combined single limits for bodily injury and property damage.

In the event any work is performed by a subcontractor, the Contractor 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 City of Fort Collins (the “City”) pursuant to this Agreement (the “Agreement”), the Contractor hereby acknowledges that it has been informed that the City has established policies and procedures 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 City or its employees, customers or suppliers, which access is related to the performance of services under this Agreement, the Contractor 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 City may be confidential and/or proprietary. The Contractor agrees to treat as confidential (a) all information that is owned by the City, or that relates to the business of the City, or that is used by the City 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 City). The Contractor shall not disclose any such information to any person not having a legitimate need-to-know for purposes authorized by the City. Further, the Contractor shall not use such information to obtain any economic or other benefit for itself, or any third party, except as specifically authorized by the City.

As part of the Services provided to the City under this Agreement, the Contractor will maintain, store or process personal identifying information, as defined in C.R.S. § 24-73-101. Pursuant to C.R.S. § 24-73-102, Contractor shall implement and maintain reasonable security procedures and practices that are: appropriate to the nature of the personal identifying information disclosed to the Contractor in furtherance of this Agreement; and reasonably designed to help protect the personal identifying information from unauthorized access, use, modification, disclosure, or destruction.

The foregoing to the contrary notwithstanding, the Contractor 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 Contractor shall furnish a copy of this Agreement to anyone to whom it is required to make such disclosure and shall promptly advise the City in writing of each such disclosure.

In the event that the Contractor ceases to perform services for the City, or the City so requests for any reason, the Contractor shall promptly return to the City 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 Contractor understands and agrees that the City’s remedies at law for a breach of the Contractor’s obligations under this Confidentiality Agreement may be inadequate and that the City

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.



Financial Services
Purchasing Division
215 N. Mason St. 2nd Floor
PO Box 580
Fort Collins, CO 80522

970.221.6775
970.221.6707
fcgov.com/purchasing

ADDENDUM NO. 1

RFP 9648 Residential Solid Waste Collection Services

CLOSING DATE: 5:00 PM MT (Our Clock) October 24, 2022

To all prospective proposers under the specifications and contract documents described above, the following changes/additions are hereby made and detailed in the following sections of this addendum:

Exhibit 1 – Questions and Answers

Please contact Gerry Paul, Purchasing Director, at gspaul@fcgov.com with any questions regarding this addendum.

RECEIPT OF THIS ADDENDUM MUST BE ACKNOWLEDGED BY A WRITTEN STATEMENT ENCLOSED WITH THE REQUEST FOR PROPOSAL STATING THAT THIS ADDENDUM HAS BEEN RECEIVED.

Questions and Answers:

1. For Bulky Items Scenario 2, is that an on-call service? Customers would call in to request pick-up.

Answer: On-call means that the service is only provided when a Customer calls to request the service (as opposed to regularly-scheduled service).

2. Does Fort Collins have a storage yard we could use to store carts as they are deployed?

Answer: Proposals must reflect the RFP request that the Contractor is responsible for securing space for cart storage during assembly and delivery. Contractors may also propose an alternative scenario proposing the City provide a space and related cost savings.

3. What process was used to gather information related to container size currently in use by residents?

Answer: One of the requirements of Fort Collins' hauler license is that haulers report the number of homeowners' association and open market customers and the size of cart to which they subscribe. The table in the Request for Proposals (RFP) is a compilation of that information from 2021 reports from all residential haulers currently servicing Fort Collins.

4. On the bulky item definition, is it correct that anything over 60 pounds is not considered a bulky item?

Answer: The following items are always excluded from the Bulky Items collection: Hazardous Waste, Electronics, Yard Trimmings, Recyclable Cardboard.

The following items may be included in the Additional Fee Bulky Items at a fee determined by the Contractor: items that weigh over 60 pounds, items larger than 6' x 6', and other items identified by the Contractor.

5. Will the City of Fort Collins be responsible for maintaining the Utility lines within the Alleyways? Our firm requires a minimum height of 15ft to enter the alley safely.

Answer: Fort Collins utility lines are primarily underground. In general, the owner of the utility line is responsible for its maintenance. There may be various owners of any overhead lines in Fort Collins alleys.

6. Will code enforcement handle overgrown trees to ensure we can safely navigate the alleys and roadways?

Answer: The City Forester is generally responsible for the maintenance of trees within the City's rights-of-way and on other City property.

For trees located on other property, the property owner is responsible for tree maintenance, including for trees in an alley adjacent to the property up to the center line of the alley.

Property owners must ensure tree branch growth is maintained at a height no lower than 14 feet over the travel lanes of a street or alley.

If a property owner fails to maintain a tree as required by the City Code, the City Forester may provide notice to the property owner that the work must be accomplished. If the tree has not been brought into compliance as required by the City Forester, the work may be done by the City.

For a complete understanding of tree maintenance responsibility within the City, see Chapter 27 of the Fort Collins City Code.

7. Section 5.1 Carts: Will the City consider the option of using one color for all cart bodies and different lids to designate Garbage, Recycle, and Yard Waste?

Answer: Proposals must reflect the RFP request, and the City's preference is, that cart bodies and lids be the same color. Contractors may also include an alternative proposal in which cart bodies would be all one color with different color lids along with corresponding cost savings.

8. On page 13 of the RFP, taking the Yard Trimmings to a permitted/licensed facility is detailed. Currently, in the publicized Policy Advisory Council Notes from Larimer County website dated 9/8/22, it is not a guarantee the Compost Facility will be funded. *EX: The estimated Compost Facility would be \$6,250,000. If pricing for the North Landfill and Transfer Station is more than anticipated, the Compost Facility will not be funded as anticipated. Reference: [Solid Waste Policy Advisory Council Packet Document \(4\).pdf](#)* Beyond not having disposal rates secured at a facility that may or may not be built, should Contractors explore any other area disposal permitted outlets and they cannot handle the volume, how does the City recommend Contractors handle this volume?

Answer: There are several regional facilities other than the potential Larimer County facility that can accept yard trimmings.

9. As a way to achieve more favorable sustainability goals and lower customer pricing, would the City of Fort Collins consider a contract length of 7-10 years versus 5 years?

Answer: Proposals must reflect the RFP request for a 5-year contract length. Contractors may also propose a term length greater than 5 years, not to exceed 10 years with corresponding cost savings. A contract term longer than 5 years would require City Council approval via an ordinance.

10. At the Contractor's determination, can we require some residential customer segments who predominantly receive alley service to all have their carts serviced in the alley, versus some residents selecting curbside?

Answer: One of the City's objectives of the contract services is to provide a level of service equal to or better than the current service level. Residential customers on a

block that predominately receives alley service are currently able to select curbside service as an alternative.

Proposals must reflect the current service level. Contractors may also submit an additional alternative approach and related cost savings.

11. In the attached RFP, can the winning Contractor request the right to negotiate the final contract with the City?

Answer: The RFP includes a sample Agreement that the City intends to use for obtaining the services under this RFP. As stated in the RFP, any objections to the terms of the contract need to be stated in the proposal with suggested revisions. The City will consider negotiating the final contract terms with the selected Contractor, based on the objections stated as part of the Contractor's proposal.

12. Based on the Pre-Bid Meeting Call last week, we understand that Yard Trimmings are part of the bundled package with MSW and Recycling. By being bundled together with these other services, it is our understanding that PAYT Guidelines, with 100% multipliers among the tiers labeled Small, Medium and Large Cart Packages, must be followed. Can you please confirm this is accurate?

Answer: All pricing scenarios are based on 100% price difference between small, medium and large solid waste carts. All pricing scenarios include recycling for no additional charge. The "Yard Trimmings Collection Service" column in the pricing sheet indicates whether that pricing scenario is based on bundled or optional yard trimmings service.

Bundled yard trimmings collection means 100% of customers receive yard trimmings collection as part of the core services rate for no additional charge.

Optional yard trimmings collection means that customers would be automatically enrolled in the service but could contact the Contractor to decline collection service and receive a reduction in their core service price. The pricing sheet includes a field to enter the amount of reduction in the customer's bill if the customer elects to decline service (cell D48). The City estimates 75% of Customers would participate in the optional service scenario.

13. **Page 15 Section 4.4 - Dumpster Service for MFUs and Commercial Customers:** Is it required to provide pricing in this section, as there are multiple factors to consider: frequency of the service, enclosure considerations, potential recycling contamination and fees, location nuances, and the fact MFUs and Commercial Customers are subject to open market in the State of Colorado?

Answer: Contractors are required to provide pricing for dumpster service for Multi-Unit and Commercial Customers. The Pricing Sheet (Attachment 3 of the RFP) states the service frequency and various dumpster sizes by type. If there are other considerations that may impact pricing for the dumpster service, please state these factors and the associated financial impact as part of the proposal. Dumpster service may or may not be included in the final scope of the contract.

14. For the customer hold time, would the City consider a 90-second prompt to receive a call back as "answered" within the 2-minute time frame? This would be whether the resident chooses to continue holding or asks for a call back in the order their call was received.

Answer: Proposals must reflect the RFP request for calls to be answered within two minutes. Contractors may also submit an additional alternative approach and related cost savings.

15. Can you define what the City deems as uncontrollable rates/cost on page 23? Does the City consider it be a certain percentage and above?

Answer: An uncontrollable rate/cost is an expense over which the Contractor has no direct control. Under this contract the City anticipates uncontrollable costs may potentially include 1) fuel, 2) tip fees, and 3) changes in regulations. As part of the contract negotiations the City intends to negotiate and establish the specific indices for fuel and tip fees which will be the basis for considering an annual price adjustment above the lesser of the Denver-Boulder-Greeley Consumer Price Index (CPI) or three percent.

16. How big is the sample size for estimates in table 1 for small, medium, and large carts?

Answer: One of the requirements of Fort Collins' hauler license is that haulers report the number of homeowners' association and open market customers and the size of cart to which they subscribe. The table in the Request for Proposals (RFP) is a compilation of that information submitted for 2021 by all residential haulers currently servicing Fort Collins.

17. There is an inconsistency/contradiction in RFP surrounding the amount of time to exchange out carts – Section 5.8 says must respond within 2 days, Section 5.1 says we need to respond within 2 days but 7 days to deliver the carts. I would like clarity that it means we need to provide a response within 2 days but have 7 days to actually deliver the carts.

Answer: Thank you for identifying this inconsistency. The accurate text for both sections is:

"Contractor shall collect, deliver or swap carts for any service change requests and fulfill Bulky Items collection requests within 1 calendar week."

18. For non-payment accounts is there a method the City would like to propose or do you want Contractor to specify that? Do we put them down to super saver service or other approach?

Answer: The City does not specify a process for addressing non-payment accounts. Contractors shall propose how they would handle non-payment accounts.

19. Does this RFP apply to the junk removal business?

Answer: This RFP does not apply directly to on-call junk removal Customers. Although pricing is requested for Bulky Items and dumpster service, the City intends to award a contract to one firm for ongoing residential solid waste cart-based services which may also include some level of services for Bulky Items and dumpsters.

20. Does this RFP apply to firms offering large roll-offs?

Answer: This RFP does not apply directly to on-call roll-off services. Although pricing is requested for dumpster service, the City intends to award a contract to one firm for ongoing residential solid waste cart-based services which may also include some level of services for Bulky Items and dumpsters.

ORIGINAL MAILING LIST

Contact Name	Company Name	Address	City	ZIP
Yuliya Shymchyk	Alpine Waste & Recycling (NOW GFL)	7373 Washington Street	Denver	80229
Lori Cate	BeeLine Trucking Ltd	6042 WCR 42	Johnstown	80534
Kayla McGill	Bin There Dump That	541 E Garden Drive Unit O Sutie 140	Windsor	80550
Yvonne Cook	Blue Bear Waste Systems	2180 W 60th Ave	Denver	80221
Dan Garvin	Colorado Iron and Metal	903 Buckingham St	Fort Collins	80524
Jamie Blanchard-Poling	Compost Queen	2224 Stonegate Drive 1825 22nd Street Unit	Fort Collins	80525
Geoffrey Schmidt	Common Good Compost	9	Greeley	80631
Tanner Slatten	Custom Disposal & Service	620 E 3rd St	Eaton	80615
Stefani Richardson	Dirty Deeds	2580 E Harmony Rd ste 201	Fort Collins	80528
Nicole Hicks	Dumpster Diverz	PO Box 204	Timnath	80547
Paul Korte, Jenni Korte	Dumpster Rental	562 Boxwood Dr	Windsor	80550
Buster Dunn	Dunn Teller Enterprises	45407 CR 41	Pierce	80650
Andra Presser	Fuzion Field Services	PO Box 200638	Evans	80620
Brooklyn Hephner, Becca Walkinshaw	Gallegos Sanitation / Republic Sanitation	PO Box 1986	Ft. Collins	80522
Bridget Johnson	Green Girl	PO Box 324	Jamestown	80455
Taylor Hagen	Hagens Junk Removal	1609 Hillside Dr	Fort Collins	80524
Armando	Home Builders Services Inc	3031 Highway 119	Longmont	80504
Mike Howard	Hulk Addicts Hauling and Junk Removal	3836 Beechwood LN	Johnstown	80524
Adam Wasson	Junk King	PO Box 102	Berthoud	80513
Adam Wood	McDonald Farm Enterprises Inc.	7247 E. County Line	Longmont	80504
Rob Rapp	Rob and Mike's Hauling	2136 Cadman St.	Berthoud	80513
Jennifer Parkos	Mountain High Disposal	15416 Hwy 14	Ault	80610
Andrew Meredith	Mountain West Disposal	6094 Maidenhead Drive	Windsor	80550

EXHIBIT B

William Kennedy	Organix	19065 Hickory Creek Drive Suite 240	Mokena, IL	60448
John Puma	Ram Waste Systems	5704 Bueno Drive	Ft. Collins	80526
Ronnie Lee Hicks	RH Contracting	PO BOX 1408	Wellington	80549
Dean Hoag	RMB Recycling	1475 N College Ave	Fort Collins	80521
Jonathan Heaberlin	Timberline Waste Services	606 4th St	Windsor	80550
Tim Lambert	Tim of All Trades	9 Nantucket Ct	Windsor	80550
Brian Heuer	Sage Disposal	8646 Blackwood Drive	Windsor	80550
David LeClair & Cathy Johnston	S&B Waste Systems (Now United Site Services)	6766 E County Road 18	Johnstown	80534
Patty Kennedy	S&S Sanitation	PO Box 673	Loveland	80539
Jeff Wright	Step Up Roll Offs	1635 Foxtrail Drive #307	Fort Collins	
Deb Overturf Frank Santiago Jeremy Bradley	Waste Management of N. Colo.	40950 W C Rd 25	Ault	80610
Kirk Barker John Newman	Waste-Not Recycling	1065 Poplar Street	Loveland	80537
Kevin D Jackson	Yee Haul Junk	500 N Impala Drive	Fort Collins	80521

EXHIBIT B

PACKETS RESENT

Contact Name	Company Name	Address	City	Zip
Yvonne Cook	Blue Bear Waste Systems	6130 Huron St	Denver	80221
Brian Cleveringa	HBSCO LLC dba Home Builders Services	PO Box 3525	Greenwood Village	80155
Jennifer Parkos	Mountain High Disposal	PO BOX 1100	Ault	80610
Andrew Meredith	Mountain West Disposal	PO Box 832	Windsor	80550
Deb Hoag	Rocky Mountain Battery Service dba RMB Recycling	1475 N College Ave	Fort Collins	80524
Beth Wright	Step Up Inc	1635 Foxtrail Drive #307	Loveland	80538
Kevin D Jackson	Yee Haul Junk	904 30th Avenue Ct	Greeley	80634
William Kennedy	Organix	3308 Bernice Ave	Russellville, Arkansas	72802
Matt Marquardt	McDonald Farm Enterprises Inc.	7440 E I25 Frontage Rd	Frederick	80516
Kayla McGill	Bin There Dump That	1942 East Lincoln Ave, Unit B	Fort Collins	80524

COLORADOAN

Invoice Text

Notice of Intent to Provide City Residential Waste Services Pu

STATE OF COLORADO
COUNTY OF LARIMER
AFFIDAVIT OF PUBLICATION

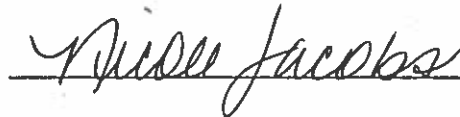
CITY OF FC-CLERK-LEGALS
300 LAPORTE AVE

FORT COLLINS CO 80521

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 issues of said newspaper dated on

09/15/22

that said Fort Collins Coloradoan has been published continuously and uninterrupted 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.



Legal Clerk

Subscribed and sworn to before me, within the County of Brown, State of Wisconsin this
15th of September 2022.



Notary Public

9.15.23

Notary Expires

NANCY HEYRMAN
Notary Public
State of Wisconsin

Legal No.0005413455

Ad#:0005413455

P O :

This is not an invoice

Item 15.

Notice to Provide City Residential Waste Services Pursuant to C.R.S. § 30-15-401 (7.5)

The City of Fort Collins is considering adoption of a requirement that municipal residents use or pay user charges for residential waste, recycling and yard trimmings collection service for single family homes, including multi-family residences of 7 or fewer units (the "City Residential Waste Services") in accordance with the following:

(a) The area within which the City Residential Waste Services will be required includes the Fort Collins City Limits.

(b) The date upon which the City Residential Waste Services requirement will start is not less than 6 and not more than 24 months after execution of a contract for City Residential Waste Services by the City.

(c) Any person may, within 30 days after the date of this Notice, request in writing the opportunity to submit a proposal to provide City Residential Waste Services.

The City has issued a Request for Proposals (RFP) for the City Residential Waste Services. Persons wishing to submit a proposal are advised to register with Rocky Mountain E-Purchasing Systems at <http://www.bidnetdirect.com/> (use the "Vendor Register" link and complete your registration) and reference Solicitation #9648 Residential Solid Waste Collection Services or to provide a written request for the RFP by certified U.S. Mail, return receipt requested, addressed to the City of Fort Collins Purchasing Department, Attn: Gerry S. Paul, Ref Solicitation #9648 Residential Solid Waste Collection Services, 215 N Mason St, Fort Collins CO 80522-0580.

0005413455
Coloradoan
September 15, 2022

EXHIBIT D

**REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES –
2/1/2023 SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE PARTIES**

REVIEW VERSION

AGREEMENT FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES

FEBRUARY 1, 2023

The contract is not in effect until approved by City Council and signed by both Republic Services and the City.

References to sections of the City Code in the review version of the contract may be changed prior to or during Council consideration of the contract because Council would be adopting changes to the municipal code simultaneous with adoption of the contract.

The City and Republic Services may make technical changes to the review version of the contract prior to signing.

**REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES – 2/1/2023
SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE PARTIES**

AGREEMENT FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES

THIS AGREEMENT FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES ("Agreement") is made and entered into on the Effective Date (defined below) by and between the CITY OF FORT COLLINS, a Colorado home-rule municipal corporation ("City"), whose address is 300 LaPorte Ave., Fort Collins, Colorado 80521 and Allied Waste Systems, Inc., a Delaware corporation d/b/a Republic Services of Colorado ("Contractor"), whose local address is 1941 Heath Parkway, Unit 2, Fort Collins, CO 80524, each of which is individually a "Party" and collectively are the "Parties".

WHEREAS, the Contractor, in response to the City's Request for Proposals ("RFP") No. 9648 dated September 12, 2022, submitted a proposal for Residential Solid Waste Collection Services dated October 17, 2022 ("Proposal"), to provide Collection Services for Residential Units, as such terms are defined below, within the City; and

WHEREAS, based on the outcome of the RFP the City has selected the Contractor to perform the Collection Services for Residential Units in accordance with the terms of this Agreement and pursuant to the City's authority under C.R.S. § 30-15-401(7.5) and Chapter 12, Article II of the Fort Collins Municipal Code; and

WHEREAS, pursuant to C.R.S. § 30-15-401(7.5) and Section 8-186(a) of the Fort Collins Municipal Code, this Agreement is subject to approval by the City Council of the City of Fort Collins by ordinance.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Definitions.** For the purposes of this Agreement, the following terms shall have the meanings set forth herein unless the context specifies otherwise:
 - A. "Acceptable Waste" means Bulky Waste, Recyclable Materials, Solid Waste and Yard Trimmings but does not include Excluded Waste.
 - B. "Administrative Fee" means that fee authorized by Section 12-32(b) of the Fort Collins Municipal Code.
 - C. "Associated Services" means customer service and billing functions, including billing of Customers and Service Opt-Out Customers.
 - D. "Bulky Waste" means Solid Waste that does not fit in a closed solid waste cart, excluding Excluded Waste, electronics, yard trimmings, recyclable cardboard, items that weigh more than 60 pounds, and items larger than 6' x 6'.
 - E. Carts Terminology:
 - "XS Cart" shall mean a 30-39-gallon cart with an insert that functionally creates a cart with less than 30 gallons of available capacity.
 - "Small Cart" shall mean a cart with a capacity of 30-39 gallons.
 - "Medium Cart" shall mean a cart with a capacity of 60-69 gallons.
 - "Large Cart" shall mean a cart with a capacity of 90-99 gallons.
 - "XL Cart" shall mean two Large Carts.

REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES – 2/1/2023
SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE PARTIES

- F. "City Limits" means the boundary of the City of Fort Collins as identified via the City of Fort Collins GIS system. City Limits does not include the Growth Management Area. The City Limits are subject to change through future annexations by the City.
- G. "City Representative" means the City's Environmental Program Manager for Waste Reduction & Recycling, or another City employee designated through the process established in Section 10, who shall be the Contractor's primary contact at the City of Fort Collins.
- H. "Collection Services" means the collection, transportation, and delivery to an appropriate facility of Solid Waste, Recyclable Materials, Yard Trimmings, Bulky Items, and Associated Services for Residential Units conducted in a manner consistent with all applicable laws and regulations and the provisions of this Agreement.
- I. "Contractor" means Allied Waste Systems, Inc., a Delaware corporation d/b/a Republic Services of Colorado.
- J. "Customer" means an owner or occupant of a Residential Unit that receives Collection Services from Contractor under the terms of this Agreement.
- K. "Door-to-Door Service" means service in which Contractor brings carts from the Customer's location to the curb or alley for servicing and returns the carts to the Customer's location.
- L. "Dumpster" means a metal or plastic container, one (1) cubic yard to ten (10) cubic yards in volume, that is manufactured and used for the collection of Solid Waste, Recyclable Materials or Yard Trimmings.
- M. "Effective Date" means the effective date of this Agreement, which shall be the date stated in Section 4, Agreement Term.
- N. "Electronics" means any electronic device or electronic component as those terms are defined in the Colorado Hazardous Waste Regulations, 6 Code of Colorado Regulations 1007-3, Section 260.10 and as amended by the State of Colorado from time to time.
- O. "Excluded Waste" means (1) Hazardous Waste; (2) radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic waste as defined by applicable law; or (3) any other waste prohibited from a disposal or processing facility.
- P. "Force Majeure" means any act or event that prevents a Party from performing its obligations in accordance with the Agreement where the act or event is beyond the reasonable control and not the result of the fault or the negligence of the affected Party and such Party is unable to overcome such act or event through the exercise of due diligence. Such acts and events, include but are not limited to, acts of God, fire, explosion, accident, flood, earthquake, pandemic, epidemic, war, riot, and restraints or injunctions, not resulting from a Party's breach of any terms and conditions of this Agreement or any other contractual commitment. Force Majeure acts or events do not include: economic or financial events that impact Contractor's

REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES – 2/1/2023
SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE PARTIES

ability to access or use financial resources; or labor disputes or strikes. To the extent that the performance is actually prevented, the Contractor must provide written notice to the City of such condition within three (3) days from the onset of such condition. Weather that causes suspensions or delays in Collection Services, as referenced in the Severe Weather Protocol in Exhibit A, is not a Force Majeure act or event.

- Q. “Hazardous Waste” means any chemical, compound, substance or mixture that state or federal law designates as hazardous because it is ignitable, corrosive, reactive or toxic, including but not limited to solvents, degreasers, paint thinners, cleaning fluids, pesticides, adhesives, strong acids and alkalis and waste paints and inks.
- R. “Recyclable Cardboard” means corrugated cardboard, and shall include, but not be limited to, materials used in packaging or storage containers that consist of three (3) or more layers of Kraft paper material, at least one (1) of which is rippled or corrugated. Cardboard shall be considered Recyclable Cardboard regardless of whether it has glue, staples or tape affixed, but not if it is permanently attached to other packing material or a non-paper liner, waxed cardboard or cardboard contaminated with oil, paint, blood or other organic material.
- S. “Recyclable Materials” means the materials listed in Table 1 of Exhibit A and any other materials identified by Contractor and approved by the City as Recyclable Materials, provided those materials have been separated from Solid Waste and can be recovered as useful materials and are properly prepared for the purpose of recycling.
- T. “Residential Units” means and includes all single-unit residential buildings, and multi-unit residential buildings containing seven (7) dwelling units or fewer within the City Limits, subject to certain exceptions and/or City-granted variances as provided in Sections 12-29 and 12-30 of the Fort Collins Municipal Code. Residential Units also include residences of Service Opt-in Customers.
- U. “Service Commencement Date” means the date as stated in Section 5, upon which the Contractor begins providing all Collection Services to Residential Units.
- V. “Service Opt-In Customer” means a Homeowner Association (“HOA”) or multi-unit residential building containing eight (8) or more dwellings within the City Limits that qualifies for an exception to the City’s Residential Waste Collection Program as provided in Section 12-29 of the Fort Collins Municipal Code that opts-in to receive Collection Services from Contractor.
- W. “Service Opt-Out Customer” means any person or entity who opts-out of the City Residential Waste Collection Program pursuant to Fort Collins Municipal Code, Section 12-32(c).
- X. “Service Year” means a period of twelve (12) calendar months beginning on the Service Commencement Date.
- Y. “Solid Waste” means all refuse, putrescible and nonputrescible waste, excluding electronics, discarded or abandoned vehicles or parts thereof, sewage, sludge, septic tank and cesspool pumpings or other sludge, discarded home or industrial

REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES – 2/1/2023
SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE PARTIES

appliances, Hazardous Wastes, materials used as fertilizers or for other productive purposes and Recyclable Materials or Yard Trimmings which have been source separated for collection and does not include Excluded Waste.

- Z. "Transition Period" means the time from Effective Date until the Service Commencement Date.
- AA. "Transition Plan" means a plan documenting the timeline for which activities shall be undertaken by the Contractor and by the City during the Transition Period.
- BB. "Yard Trimmings" means those materials included in Table 2 of Exhibit A and any other similar organic materials identified by Contractor and approved in writing by the City Representative as Yard Trimmings.

2. Scope of Agreement.

- A. This Agreement pertains to Collection Services for Residential Units in the City Limits provided by Contractor on behalf of the City pursuant to the City's authority in C.R.S. § 30-15-401(7.5). Contractor's work under this Agreement shall consist of all supervision, materials, equipment, fuel, labor, tip fees and other items necessary to diligently and effectively provide Collection Services.
- B. This Agreement shall not be considered a franchise for services to the residents of the City and any residential household may choose to negotiate with any other solid waste collection service provider licensed to do business in the City or may choose to remove their own Solid Waste, Recyclable Materials, Yard Trimming and Bulky Items in accordance with applicable laws and regulations and subject to the payment obligations set forth in Sections 3.1 and 4.7 of Exhibit A.

3. Scope of Services. Beginning on the Effective Date or Service Commencement Date, as applicable, the Contractor shall provide services to the City or, as applicable, to each Residential Unit as described herein:

- A. Request for Proposal. Request for Proposal (RFP) 9648 Residential Solid Waste Collection Services dated September 12, 2022 is incorporated herein by this reference. In the event a conflict exists between contract documents the order of precedence shall be 1) This Agreement including all exhibits; 2) RFP; and 3) Contractor's Proposal.
- B. Contractor's Proposal. Contractor's Proposal dated October 17, 2022 is incorporated herein by this reference.
- C. Collection Services. Applicable Collection Services for Residential Units and Service Opt-Out Customers shall be in accordance with **Exhibit A**, which is attached hereto and incorporated herein by this reference.
- D. Operating Specifications. All services performed hereunder shall be subject to the requirements stated in **Exhibit A**, which is attached hereto and incorporated herein by this reference.

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- E. Contractor Performance. The Contractor is required to provide a high level of customer service, timely and accurate billing on behalf of the City, and professionalism in the performance of services under this Agreement. Performance failures will be addressed, to the extent possible, through liquidated damages for certain infractions as set forth on Exhibit A. The Parties agree, assigning a monetary value for damages to the City and the public for performance failures for such matters do not easily translate to the dollar amount of such damage, and that the liquidated damage amounts that are set forth in Exhibit A, which is attached hereto and incorporated herein by this reference, are reasonable estimates as to the dollar amount of damage incurred in relation to each offending act or omission.
- F. Pricing. The Contractor shall perform applicable Collection Services for Residential Units and Service Opt-Out Customers at the prices stated in Exhibit B, which is attached hereto and incorporated herein by this reference.
- G. Compensation. As compensation for the services provided under this Agreement, Contractor shall retain all fees collected from Customers and Service Opt-Out Customers except for the Administrative Fee, as provided in Exhibit A. The City is not liable or otherwise responsible to Contractor for any fee not paid by any Customer or Service Opt-Out Customer.
- H. Insurance. Without limiting any of the Contractor's obligations hereunder, the Contractor shall provide and maintain insurance coverage naming the City as an additional insured under this Agreement, via blanket-form endorsement, as applicable of the type and with the limits specified within Exhibit C, which is attached hereto and incorporated herein by this reference. Prior to the Effective Date of the Agreement, the Contractor, or its authorized representative, shall deliver to the City's Purchasing Director, purchasing@fcgov.com or P.O. Box 580, Fort Collins, Colorado 80522, one copy of a certificate evidencing the insurance coverage required from an insurance company rated A-VIII or higher by A.M. best Company and approved in Colorado.
- I. Confidentiality. The Contractor shall comply with Exhibit D, which is attached hereto and incorporated herein by this reference.
- J. Ownership of Waste. Contractor shall take ownership of Acceptable Waste when it is loaded into Contractor's vehicle. Ownership of and liability for any Excluded Waste shall remain with the generator and shall at no time pass to Contractor.
- K. Right of Refusal. If any Excluded Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire pick-up that contains those items. In the event such items are present but not discovered until after it has been collected by Contractor, Contractor may, in its sole discretion, remove, transport, and dispose of such items at a facility authorized to accept those items, in accordance with applicable law and charge the depositor or generator for all reasonable direct costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of those items.

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4. Agreement Term. Subject to approval by ordinance of the Fort Collins City Council, this Agreement shall commence effective March 17, 2023, ("Effective Date") and shall continue in full force and effect for five (5) years from the Service Commencement Date, unless terminated as provided herein ("Agreement Term").
5. Service Commencement Date. The Service Commencement Date is the date the Contractor starts performing all Collection Services for Residential Units under the Agreement. The Service Commencement Date shall be September 30, 2024, subject to change by mutual written agreement of the Parties.
6. Early Termination. Notwithstanding the time periods contained herein, this Agreement shall terminate: 1) if the City fails to appropriate funds pursuant to Section 9 of this Agreement at the time as such then-existing appropriations are to be depleted; or 2) in the event of a termination by default in accordance with Section 20; or 3) at either Party's option pursuant to Exhibit A, Section 4.11 in the event the Parties cannot mutually agree on the impact of uncontrollable costs.
7. Carts. Upon expiration or termination of the Agreement, ownership of all carts and replacement parts for such carts purchased by the Contractor under this Agreement shall transfer to the City. In the event of expiration or termination for Contractor default, the ownership of the Carts shall transfer to the City at no cost, free and clear of any liens or debt. In the event the Agreement is terminated early by the City in accordance with Section 6, the City shall pay the Contractor the net present value of the monthly cost per cart multiplied by the number of months remaining to reach five (5) years from the Service Commencement Date. Upon transfer of ownership, carts at Residential Units shall remain at the Residential Unit and Contractor shall transport the carts and replacement parts for such carts not at Residential Units to a location within Larimer County designated by the City Representative.
8. 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:

Contractor

Allied Waste Systems, Inc., d/b/a Republic Services of Colorado
Attn: General Manager
1941 Heath Parkway Unit 2
Fort Collins, CO 80524

Republic Services, Inc.
Attn: Legal Department
18500 N. Allied Way
Phoenix, AZ 85054

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City

City of Fort Collins
 Attn: Program Manager, Waste Reduction and Recycling
 PO Box 580
 Fort Collins, CO 80522

City of Fort Collins
 Attn: Purchasing Director
 PO Box 580
 Fort Collins, CO 80522

City of Fort Collins
 Attn: City Attorney's Office
 PO Box 580
 Fort Collins, CO 80522

9. Appropriation. To the extent this Agreement or any provision in it would constitute a multiple fiscal year debt or financial obligation of the City, it shall be subject to annual appropriation by City Council as required in Article V, Section 8(b) of the City Charter, City Code Section 8-186, and Article X, Section 20 of the Colorado Constitution. The City shall provide Contractor with thirty (30) days written notice of any failure of the City to appropriate adequate funds. Neither party shall have the obligation to continue this Agreement in any fiscal year for which no such supporting appropriation has been made.
10. City Representative. The City Representative shall make, within the scope of their authority, all necessary and proper decisions with reference to the services provided under this Agreement. The City, through the City Manager, may change its representative by providing written notice of such change to Contractor. All requests concerning this Agreement shall be directed to the City Representative. Notwithstanding the foregoing, any changes to the Agreement shall not be binding on either Party without a written amendment to the Agreement.
11. Marks. Subject to a Party's express written approval, the other Party may use the Party's name, logo, symbol, trademark or service mark (together "Marks") in electronic, printed, stamped or inscribed materials to support and promote the relationship between the Parties during the Agreement Term. Each Party's right to use the Marks is royalty-free, non-exclusive, non-transferrable, and non-assignable.
12. Independent Service Provider. It is the express intention of the Parties that Contractor is an independent contractor performing services and is not an employee, agent, joint venturer, or partner of City. The City shall not be responsible for withholding any portion of Contractor's compensation hereunder for the payment of FICA, Workmen's Compensation or other taxes or benefits or for any other purpose.
13. Subcontractors and Disposal Facilities.
 - A. The City acknowledges and approves the Contractor's utilization of the following subcontractors to perform services hereunder:

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- i) Schaefer Plastics North America, LLC (“Schaefer”), which shall manufacture, warrant, and deliver the Carts for Solid Waste, Recyclable Materials and Yard Trimmings on Contractor’s behalf.

B. The City acknowledges and approves Contractor’s use of the following disposal facilities:

- i) A-1 Organics for disposal of Yard Trimmings.
- ii) Ewing Landscape Materials for disposal of Yard Trimmings.
- iii) Larimer County Landfill for disposal of Solid Waste.
- iv) Larimer County Recycling Center for disposal of Recyclable Materials.
- v) North Weld Landfill for disposal of Solid Waste.
- vi) Other disposal facilities selected and used in accordance with the terms of this Agreement.

C. Except as stated above in Section 13(A), Contractor may not subcontract any of the Collection Services or use another disposal facility without the prior written consent of the City Representative.

D. The following provisions shall apply for all services subcontracted hereunder: (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 shall be required to comply with all applicable terms of this Agreement, (c) the subcontract shall not create any contractual relationship between any such subcontractor and the City, nor shall it obligate the City to pay or see to the payment of any subcontractor, and (d) the work of the subcontractor shall be subject to inspection by the City to the same extent as the work of the Contractor. Contractor shall be solely responsible for performance of all duties hereunder.

14. Personal Services. It is understood that the City enters into the Agreement based on the special abilities of the Contractor and that this Agreement shall be considered as an agreement for personal services. Accordingly, the Contractor shall neither assign any responsibilities nor delegate any duties arising under the Agreement except as set forth in this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

15. Not Waiver. The City’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 City under this Agreement or cause of action arising out of performance of this Agreement. The failure or delay by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

16. Warranty.

A. The Contractor hereby warrants that it is qualified and has the financial capacity, operational capacity and equipment to assume the duties and responsibilities necessary to effectively render the services described herein and has all the requisite corporate authority, professional licenses, and permits in good standing required by law.

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- B. The services performed by the Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work. The services to be performed by the Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.
 - C. The Carts shall be warranted by Schaefer for a period of ten (10) years from the date of delivery. As stated in Exhibit A, Attachment 2 upon transfer of ownership the manufacturer's warranty for the carts shall transfer to the City. The Contractor shall use best efforts to ensure the City receives the manufacturer's warranty upon transfer of ownership.
17. City's Role. The Contractor shall provide all services with no direct support by City staff. Although City staff may collaborate with Contractor on certain initiatives such as Customer education and communication, such support is solely at the City's discretion. Notwithstanding the foregoing, the City intends to monitor and evaluate the progress and performance of Contractor to ensure the terms of this Agreement are being satisfactorily met in accordance with the City's and other applicable monitoring and evaluating criteria and standards. Contractor shall fully cooperate with the City relating to such monitoring and evaluation.
18. Force Majeure. If either Party is prevented in whole or in part from performing its obligations by force majeure, then the Party so prevented shall be excused from whatever performance is prevented by such cause.
19. Disputes Resolution. Except in the event of a Default, pursuant to Section 20, the Parties shall attempt to resolve disputes as follows:
- A. Informal Dispute Resolution. The Parties will use reasonable efforts to resolve any disputes under this Agreement through negotiation. If a dispute arises between the Parties, the primary Representative for each Party will first strive to work out the problem internally. If the Representatives are unable to resolve the dispute within ten (10) days of commencing discussions, then either Party may deliver a written notice to the other Party describing the nature and substance of the dispute and proposing a resolution (the "Notice of Dispute").
 - B. Executive Negotiation. During the first ten (10) days following the delivery of the Notice of Dispute (and during any extension to which the Parties agree) an authorized executive of each Party shall attempt in good faith to resolve the dispute through negotiations. If such negotiations result in an agreement in principle to settle the dispute, they shall cause a written settlement agreement to be prepared, signed and dated, whereupon the dispute shall be deemed settled, and not subject to further dispute resolution.
 - C. Unresolved Disputes. Upon the Parties' mutual written agreement, any dispute under this Section 19 may be submitted for resolution to mediation to occur in Fort Collins, Colorado. The Parties reserve all rights to adjudicate any dispute not submitted to mediation under this Section 19 of the Agreement. In the event of mediation, the Parties shall share the cost for the mediator(s) equally and each Party shall be solely responsible for their own legal counsel expenses.

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20. Default. If either Party breaches any provision of this Agreement and such breach is not substantially cured within ten (10) days after receipt of written notice from the non-breaching Party specifying such breach in reasonable detail, the non-breaching Party may terminate this Agreement by giving ten (10) days' written notice of termination to the breaching Party. However, if the breach is not within the reasonable control of the defaulting party and cannot be substantially cured within ten (10) days, such cure period may be extended to an agreed period of time pursuant to a mutually agreed upon corrective action plan to cure the default. If the breach is within the reasonable control of the defaulting party, and the defaulting party fails to cure such default in accordance with this Section, 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. If the non-defaulting Party, exhausts the dispute resolutions provisions stated in Section 19 of the Agreement, they may commence legal or equitable action against the defaulting Party, the defaulting Party shall be liable to the non-defaulting Party for the non-defaulting Party's reasonable attorney fees and costs incurred because of default.

21. Performance Security.

- A. The Contractor shall provide performance security by providing the City an irrevocable letter of credit in a form satisfactory to the City Purchasing Director at least ninety (90) days prior to the Service Commencement Date. The amount of the letter of credit will be One-Million Dollars (\$1,000,000) issued by a local, federally insured (FDIC) banking institution with a debt rating of 1A or higher by the FDIC or A or higher by Standard & Poor's, Moody's Investor, or comparable agency as determined by the City.
- B. The irrevocable letter of credit shall contain the following endorsement, "At least sixty (60) days prior to cancellation, replacement, failure to renew or material alteration of this irrevocable letter of credit, written notice of such intent shall be given to the City by the financial institution. Such notice shall be given by certified mail to the City of Fort Collins, Purchasing Director, 215 North Mason, Fort Collins, CO 80522."
- C. The irrevocable letter of credit shall be released to the City in the event this Agreement is terminated by reason of breach or default of the Contractor. The irrevocable letter of credit will be released to Contractor at the end of the Agreement Term, provided there is no outstanding breach, default, or other payment deductions or adjustments.
- D. The rights reserved to the City with respect to the irrevocable letter of credit are in addition to all other rights of the City, whether reserved by this Agreement, or otherwise authorized by law, and no action, proceeding or right with respect to the irrevocable letter of credit shall affect any other rights the City has or may have under the law.

22. Entire Agreement; Binding Effect; Order of Precedence; 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 shall be binding upon said 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 not contained in this

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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 such Party to the terms of this Agreement.

23. Indemnity. The Contractor agrees to indemnify, defend and save harmless the City, its officers, agents and employees against and from any and all actions, suits, claims, demands or liability of any character whatsoever (including reasonable attorneys' fees) brought or asserted for injuries to or death of any person or persons, or damages to property (collectively, "Claims") to the extent caused by the negligence or willful misconduct of the Contractor. The Contractor shall not be liable for any Claims resulting solely from negligence or willful misconduct of the City.
24. Compliance with Law: The services to be performed by the Contractor hereunder shall be done in compliance with all applicable federal, state, county and City laws, ordinances, rules and regulations. Contractor must be properly licensed by the City to perform Collection Services.
25. Law/Severability. The laws of the State of Colorado shall govern the construction, interpretation, execution, and enforcement of this Agreement. The Parties further agree that Larimer County District Court is the proper venue for all disputes. If the City subsequently agrees in writing that the matter may be heard in federal court, venue will be in Federal District Court in Denver, Colorado. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
26. Prohibition Against Unlawful Discrimination. The City, 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, affirmatively ensures that for all contracts entered into with the City, disadvantaged business enterprises are afforded a full and fair opportunity to bid on the contract and are not to be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The City 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 40 years or older, marital status, disability, sexual orientation, genetic information, or other characteristics protected by law. For the purpose of this policy "sexual orientation" means a person's actual or perceived orientation toward heterosexuality, homosexuality, and bisexuality. The City also strictly prohibits unlawful harassment in the workplace, including sexual harassment. Further, the City strictly prohibits unlawful retaliation against a person who engages in protected activity. Protected activity includes an employee complaining that he or she has been discriminated against in violation of the above policy or participating in an employment discrimination proceeding.

The City requires its contractors to comply with the City's policy for equal employment opportunity and to prohibit unlawful discrimination, harassment and retaliation. This requirement applies to all third-party contractors and their subcontractors at every tier.

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27. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, by the City 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.
28. Colorado Open Records Act. The Contractor hereby acknowledges that the City is a public entity subject to Sec. 24-72-201 et seq. of the Colorado Revised Statute (CORA). This Agreement is subject to public disclosure in whole pursuant to CORA.
29. Survival: Any terms and conditions of this Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.
30. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals the day and year first written above.

CITY OF FORT COLLINS

ALLIED WASTE SYSTEMS, INC.

Kelly DiMartino, City Manager

Date

CITY OF FORT COLLINS

Gerry Paul, Purchasing Director

Date

APPROVED AS TO FORM

ATTEST

EXHIBIT A

SCOPE OF WORK/COLLECTION SERVICES

1.0 BACKGROUND

The Agreement provides for Solid Waste, Recyclable Materials, Yard Trimmings, Bulky Items and related services for Residential Units in Fort Collins.

Fort Collins has a long-standing commitment to waste reduction and has utilized a licensed open market collection system for decades.

Fort Collins' license requires haulers to report the materials collected from all sectors of the community, which is used to calculate various diversion rates. In 2020, the community diversion rate (including residential, commercial, and industrial materials) was 52% and the residential diversion rate was 29%. Details of Fort Collins diversion rates can be found in the annual reports at www.fcgov.com/recycling/publications-resources.php.

Fort Collins has adopted aggressive waste reduction goals, including working toward zero waste by 2030, and has identified a stagnant residential diversion rate as one of the challenges of making progress on that goal. Our Climate Future is the combined waste, climate and energy plan for Fort Collins and can be viewed at www.fcgov.com/climateaction/our-climate-future.

Fort Collins wishes to build upon the existing program and the goals of this Agreement include, but are not limited to:

- Reduce the number of trucks on residential streets and achieve street maintenance savings as well as increase safety in residential neighborhoods.
- Reduce greenhouse gas emissions.
- Increase diversion of Recyclable Materials and Yard Trimmings and encourage reuse of Bulky Items as much as possible.
- Provide equitable pricing throughout the community.
- Provide cost-effective pricing for Collection Services.
- Provide a high level of customer service.

2.0 SERVICE INFORMATION

City Limits

The Contractor shall provide applicable Collection Services for Residential Units and Service Opt-Out Customers within the City Limits. Contractor is responsible for servicing Residential Units and Service Opt-Out Customers added to City limits within 60 days of the Residential Unit's location being annexed into the City Limits.

Alleys

Where alleys are the primary service option, Contractor shall provide Collection Services in alleys.

Door to Door Service

Contractor shall provide Door-to-Door Service for Customers with a disability as defined in Title 2 of the ADA upon request for no additional charge.

Service Suspension

Contractor shall provide a suspension of services (a “Service Suspension”) up to once per calendar year upon Customer request for a period of one month or more. During the Service Suspension, the Contractor shall charge the Customer the XS Cart service price and the Administrative Fee. Contractor may not charge the Customer to start or stop the Service Suspension.

Transition Plan

The current version of the Transition Plan is Attachment 3 and may be adjusted during the Transition Period by mutual written consent of the Parties.

Service Opt-Out Customers

Contractor shall not provide Solid Waste, Recyclable Materials, Yard Trimmings, or Bulky Items collection services to Service Opt-Out Customers. Contractor shall bill Service Opt-Out Customers in accordance with this Agreement and the Fort Collins Municipal Code.

Customers may elect to opt out of Collection Services at any time by contacting the Contractor. In the event more than ten percent (10%) of eligible Customers elect to opt out within sixty (60) days of the Service Commencement Date, the Parties shall negotiate, in good faith, the time available to the Contractor to start Collection Services for Service Opt-Out Customers who choose to opt back in to Collection Services. For purposes of this paragraph, the calculation of eligible Customers shall consider only Customers at single-unit residential buildings not within an HOA and multi-unit residential buildings containing seven (7) dwelling units or fewer within the City Limits.

In the event the City eliminates or reduces the impact of the Pay-As-You-Throw program (volume-based trash rates with bundled recycling) in the residential hauler license requirements of Chapter 15, Article XV of the Fort Collins Municipal Code, the Parties shall negotiate in good faith, the time available to the Contractor to start Collection Services for Service Opt-Out Customers who choose to opt back in to Collection Services.

Service Opt-In Customers

If a Service Opt-In Customer requests to opt in to Collection Services, the Contractor shall work with the entity representing the Service Opt-In Customers to mutually agree to a date to deliver carts and start Collection Services (i.e. the Contractor is not required to meet the cart delivery requirements in section 4.1 of this Agreement).

3.0 SCOPE OF WORK/COLLECTION SERVICES

3.1 Solid Waste Collection

Contractor shall provide Solid Waste Collection Services as follows:

- Contractor shall offer five service levels to Customers, corresponding the XS, S, M, L, and XL Cart sizes, for the prices in the Price Sheet (Exhibit B). All service levels shall include Recyclable Materials, Yard Trimmings, and Bulky Items collection.
- Contractor shall provide weekly Solid Waste collection.
- Contractor shall collect Solid Waste from Solid Waste carts provided as part of this Agreement.

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- The Contractor may use any of the permitted landfills identified in this Agreement. Notwithstanding the previous sentence, at the City's sole option the City may require flow control, in which case the Contractor shall dispose of all Solid Waste at the Larimer County Landfill. City Representative shall notify the Contractor in writing with at least six (6) months' notice if the City elects to start or stop flow control of Solid Waste to the Larimer County Landfill. If such action takes place after one (1) year from the Service Commencement Date, the Parties shall negotiate in good faith any resulting financial impacts and update Exhibit B.

Overflow Solid Waste

When a Customer sets out un-carted Solid Waste (including if a cart lid cannot fully close), the Contractor shall:

- Photograph the Solid Waste.
- Affix an appropriately marked service tag to the Customer's Solid Waste cart.
- Collect the overflow Solid Waste on the same day as Solid Waste cart.
- Charge the Customer an extra \$4 per 32-gallon bag equivalent. Contractor will retain the additional cost paid by the Customer.

Recyclable Cardboard in Non-Recycling Carts

City code prohibits the disposing of Recyclable Cardboard in Solid Waste or Yard Trimmings carts or Electronics in any cart. When Recyclable Cardboard appears to constitute 25% or more of a Solid Waste or Yard Trimmings cart or when Electronics are observed in any cart, the Contractor shall:

- Photograph the item(s) in the cart.
- Affix an appropriately marked service tag to the Customer's Solid Waste cart.
- Not service the cart until the Recyclable Cardboard is removed.
 - Contractor may leave the cart un-serviced until the regularly scheduled service day that follows the removal of prohibited materials.
 - The following regularly scheduled service day, the Customer may set out twice the regular volume of Solid Waste for no additional charge to account for the prior missed service. In this circumstance, bags equivalent to the regular weekly service level of Solid Waste shall not be considered overflow Solid Waste.
- If Customer has not removed the materials by the next regularly scheduled service day, Contractor shall notify the City Representative for compliance action.

3.2 Recyclable Materials Collection

Contractor shall provide Recyclable Materials Collection Services as follows:

- Contractor shall collect Recyclable Materials from Recyclable Materials carts provided as part of this Agreement.
- Standard service shall be a Large Cart
 - Residents can select a Medium Cart for no change in their monthly cost subject to Section 4.1 of the Agreement.

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- Collection shall be on the same day as Solid Waste collection.
- At the City's discretion, Contractor shall deliver Recyclable Materials to the Larimer County Recycling Center or the permitted recycling center of the Contractor's choice for the pricing included in the Price Sheet (Exhibit B). City Representative shall notify the Contractor in writing with at least six (6) months prior written notice if the City elects to start or stop flow control of Recyclable Materials to the Larimer County Recycling Center. If such action takes place after one (1) year from the Service Commencement Date the Parties shall negotiate in good faith any resulting financial impacts and update Exhibit B.
- Recyclable Materials shall not be landfilled unless the load is rejected from the recycling center due to contamination. If that occurs, Contractor shall notify the City Representative within one (1) business day with details of the incident / cause of the contamination. Contractor shall also include details and cause of the contamination incident in the regular report to the City Representative.

**Table 1
MINIMUM LIST OF RECYCLABLE MATERIALS TO COLLECT**

Recyclable Cardboard	Plastic bottles, tubs, jugs and jars (#1,2 and 5)
Office paper (white and colored)	Aluminum cans, clean foil & pie plates
Magazines	Steel / tin cans & empty aerosol cans
Paperboard	Glass bottles and jars
Kraft paper	Aseptic containers

Recyclable Materials Service Frequency and Number of Carts

Recyclable Materials Service shall be provided to 100% of Customers as part of the Collection Services cost. Recyclable Materials Services shall be every-other-week collection of up to two Large Recyclable Materials Carts or weekly collection of one Large Recyclable Materials Cart. Except as otherwise set forth herein, Contractor shall only be required to collect the contents of the Recyclable Materials Carts and may charge Customers for additional Recyclable Materials should Contractor elect to collect such materials. Any such material cannot be in a plastic bag and must not exceed the Cart size. The fee for such services shall be in accordance with the Pricing Schedule in Exhibit B.

Changes in Market Conditions

If the materials recovery facility processing Customers' Recyclable Materials temporarily or permanently stops accepting some or all of the items in Table 1, the Parties will come to mutual agreement about how to adjust Collection Services in a timely manner.

Recyclable Materials Contamination

The Recyclable Materials contamination threshold shall be ten percent (10%) by volume. When the Contractor encounters a cart with ten percent (10%) or more contamination, the Contractor shall:

- Photograph the item(s) in the cart.
- Affix an appropriately marked service tag to the Customer's Recyclable Materials cart.
- Not service the cart until the contamination is removed.

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- Contractor may leave the cart un-serviced until the regularly scheduled service day that follows the removal of the contamination.
- The following regularly scheduled service day, the Customer may set out twice the regular volume of Recyclable Materials for no additional charge to account for the prior missed service. In this circumstance, Recyclable Materials may be placed in Recyclable Cardboard boxes and shall not be considered overflow Recyclable Materials.
- If the Customer has not removed the contamination by the next regularly scheduled service day, the Contractor shall affix a service tag to the cart, service the cart as Solid Waste, and charge the Customer the equivalent overflow Solid Waste fee.

3.3 Yard Trimmings Collection

Contractor shall provide Yard Trimmings Collection Services as follows:

Contractor shall automatically enroll Customers in Yard Trimmings Collection Services. However, Customers may elect to opt-out of Yard Trimmings Collection Services at the time of the initial sign-up for services or by contacting the Contractor.

Customer's may elect to opt-out of Yard Trimming Collection Services at any time however, the effectivity date for such change in service and corresponding reduction in the monthly cost shall in accordance with Attachment 1, attached hereto and incorporated herein by reference.

- In the event a Customer elects to opt-out of the Yard Trimming collection services, the Customer's monthly cost shall be reduced in accordance with the Pricing Sheet (Exhibit B).
 - Contractor shall collect Yard Trimmings from Yard Trimmings carts provided as part of this Agreement.
- Contractor shall collect Yard Trimmings in the cart only (no loose materials will be accepted).
- Unless the Customer opts out of Yard Trimmings Collection Services, Contractor shall provide Customers a Large Cart for Yard Trimmings Collection Services.
 - Customers may select a Medium Cart for no change in their monthly cost subject to Section 4.1 of the Agreement.
- Contractor shall collect Yard Trimmings weekly from April 1st through November 30th each year.
- Contractor shall collect Yard Trimmings on the same day as Solid Waste and Recyclable Materials collection.
- Contractor shall deliver Yard Trimmings to A-1 Organics or Ewing Landscape Materials.
 - Contractor shall receive prior written approval from the City Representative to take materials to a facility other than A-1 Organics or Ewing Landscape Materials.
- Yard Trimmings may not be landfilled unless load is rejected from the Yard Trimmings destination due to contamination. If that occurs, Contractor shall notify City Representative via email within one (1) business day with details of the incident / cause of the contamination. Contractor shall also include details and cause of the contamination incident in the regular report to the City Representative.

Table 2
MINIMUM LIST OF YARD TRIMMINGS TO COLLECT

Brush & Limbs (Up to 3" diameter and length to fit in in the cart with lid closed)
Grass Clippings
Leaves
Garden Trimmings / Weeds / Plant Material

Yard Trimmings Contamination

The Yard Trimmings contamination threshold shall be ten percent (10%) by volume. When the Contractor encounters a cart with ten percent (10%) or more contamination through visual inspection of the cart, the Contractor shall:

- Photograph the item(s) in the cart.
- Affix an appropriately marked service tag to the Customer's Yard Trimmings cart.
- Not service the cart until the contamination is removed.
- Contractor may leave the cart un-serviced until the regularly scheduled service day that follows the removal of the contamination.
- The following regularly scheduled service day, the Customer may set out twice the regular volume of Yard Trimmings for no additional charge to account for the prior missed service. In this circumstance, Yard Trimmings may be placed in paper yard waste bags and shall not be considered overflow Yard Trimmings.
- If the Customer has not removed the contamination by the next regularly scheduled service day, the Contractor shall affix a service tag to the cart, service the cart as Solid Waste, and charge the Customer the equivalent overflow Solid Waste fee.

3.4 Periodic Residential Bulky Items Collection

Bulky Items Collection Services

The Contractor shall provide Bulky Items Collection Services as follows:

- Collection on an on-call basis.
- Collection within five (5) business days of request.
- Collection need not be on the same day as regular Solid Waste services.
- Contractor shall utilize a rear load truck to provide Bulky Items Collection.
- Contractor will provide periodic educational outreach to Customers in the City to encourage reuse of Bulky Items.
- Contractor shall track the number of and types of items collected (in categories mutually agreed upon by the Contractor and the City Representative).
- As part of the Collection Services cost, Customers may request collection of up to two (2) No Additional Fee Bulky Items per calendar year for no additional charge. Customers requesting collection of more than two (2) No Additional Fee Bulky Item collections per calendar year shall pay the price stated in the Pricing Sheet (Exhibit B) for any additional No Additional Fee Bulky Items.

○ No Additional Fee Bulky Items

Shall include common household items, including but not limited to non-freon containing appliances and furniture, excluding the following:

- Excluded Waste
- Hazardous Waste
- Electronics
- Yard Trimmings
- Recyclable Cardboard
- Items that weigh over 60 pounds
- Items larger than 6' x 6'

○ Additional Fee Bulky Items

Shall include items for which Customers will be charged an extra fee, per the pricing stated in the Pricing Sheet (Exhibit B).

3.5 Dumpster Service for Multi-Unit Residential and Commercial Customers

At the City's discretion and with 90 days advance written notice of the City Representative, the Contractor shall offer Dumpster service for Solid Waste and Recyclable Materials pursuant to the terms of this Agreement. As determined by the City, this service offering may be made available to Residential Units, multi-unit residential buildings, or commercial buildings that opt in to receive such Dumpster service by Contractor. Pricing for such Dumpster services shall be as stated in the Price Sheet (Exhibit B).

3.6 Other Services or Additional Material Collections or Other Ways to Improve Program

The Contractor may identify at any time and propose to the City to offer other services or collect additional materials to improve the program subject to the following:

- Such supplemental service(s) enhances services under the City's Agreement and supports the City's sustainability goals.
- Collection is compliant with the terms of the City's Agreement and all local, state and federal laws and regulations.
- Materials are managed at an appropriately licensed / permitted facility.

Any additional services or additional materials collected are subject to the City's prior written approval at the City's sole discretion.

4.0 OPERATIONAL SPECIFICATION

The Contractor shall provide all resources, equipment, and personnel necessary to perform all services described herein.

4.1 Carts

The Contractor shall purchase, assemble, and deliver all Solid Waste, Recyclable Materials, and Yard Trimmings carts.

Cart ownership will transfer to the City at the end of the Agreement Term subject to Section 5 of the Agreement.

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The cost of the carts is included in the monthly rates as stated in the Pricing Sheet (Exhibit B). The Customer's bill shall not include a separate itemized line-item price for carts.

Carts shall be new, wheeled units that meet the following criteria:

- The cart body and lid shall be distinct for Solid Waste, Recyclable Materials and Yard Trimmings carts. Cart colors shall be:
 - Grey for Solid Waste (CL.GRY.1).
 - Blue for Recyclable Materials (CL.BLU.1).
 - Green for Yard Trimmings (CL.GRN.1).
- Cart sizes available must be consistent with service levels in Section 3.
- Carts must be compatible with industry standard collection equipment.
- Carts shall be manufactured with a minimum of ten percent (10%) residential post-consumer recycled plastic content based on the weight of the entire mass of the body, lid and wheels.
- Radio Frequency Identification (RFID) tags must be embedded in carts at the time of manufacturing.
- Carts shall be hot-stamped with City logo and contact phone number. The lids of Recyclable Materials and Yard Trimmings carts shall have in-mold labeling of full-color guidelines for acceptable/unacceptable materials.
 - The City Representative will provide information and artwork for hot stamp and in-mold label guidelines printing.
 - Contractor logos and information shall not be included on carts other than temporary labeling approved by the City Representative.
- Carts shall be purchased from Schaefer and shall be model numbers 95Q.0R0, 65Q.0R0 and 35Q.0R0.
- Schaeffer shall provide a 10-year warranty on the carts purchased pursuant to this Agreement which shall transfer to the City simultaneous with the transfer of the cart ownership at the end of this Agreement Term.

Grant Funding

The City has secured \$15 per Recyclable Materials cart in grant funding from The Recycling Partnership to offset part of the Recyclable Materials cart cost. The price stated in the Pricing Sheet (Exhibit B) has been reduced by an amount equal to this grant funding.

Once the City has received the grant funds, the City Council has appropriated such funds and the City has confirmed delivery of the carts, the City shall authorize the Contractor to initiate an invoice for such grant funds. The Contractor shall then invoice the City for an amount equal to the grant funding. Invoices should be emailed to invoices@fcgov.com with a copy to the City Representative. Pay terms shall be Net 30 days from the date of the invoice.

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The City may continue to seek grant funding to offset other cart costs. In the event the City secures additional grant funding, the price for services shall be reduced by an amount equal to the additional grant funding provided by the City.

Cart Exchanges and Replacement

Initial Service Start-Up:

- Contractor shall provide an appropriately sized and equipped fenced, secured location to utilize during cart assembly and delivery. The Contractor shall notify the City Representative in writing as soon as reasonably possible once the site has been identified.
- Contractor shall provide a second appropriately sized and equipped fenced, secured location to store Contractor's legacy carts and other haulers' carts. The Contractor shall notify the City Representative in writing as soon as reasonably possible once the site has been identified...
- Contractor shall collect existing Republic Services or Gallegos carts from their customers simultaneous with delivery of carts for Collection Services. Subject to written agreement with other licensed haulers, Contractor shall collect other haulers' existing carts from their customers simultaneous with delivery of carts for Collection Services unless otherwise mutually agreed in writing by the Parties.
 - All collected carts shall be transported to the secure storage location agreed upon by the City Representative and Contractor.
 - The City Representative shall use commercially reasonable efforts to support communication between the Contractor and other licensed haulers.
- Contractor shall deliver new carts simultaneously with the old cart removal unless otherwise mutually agreed in writing by the Parties.
- Contractor shall scan the RFID in each cart and the related serial number at the point of delivery and confirm the carts delivered are the correct size and type requested by each Customer.
 - Throughout the duration of this Agreement, Contractor shall maintain a current database of the serial number of each cart and the affiliated address, along with the Customer's name, phone number, email address and billing address. With thirty (30) days' advance written request by City, Contractor shall send City the information contained in the database in a mutually agreed-upon format. As part of Contractor's subcontract with Schaefer, Contractor will provide information correlating each serial number with its corresponding RFID within reasonable time upon request.
- Contractor shall affix information to carts at the time of delivery.
 - The information shall include but is not limited to guidelines and a service calendar. The information shall be designed collaboratively by the City and the Contractor with final written approval by the City Representative.
 - The Contractor shall pay all printing and any other costs (such as cost for attaching to carts at delivery etc.) for the information.
- Contractor and the City Representative shall agree in writing to the cart deployment and collection schedule at least ninety (90) days prior to cart delivery and collection.

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- Contractor shall recycle all unusable Republic Services carts and carts labeled as Gallegos Sanitation.
- Contractor shall provide Cart delivery and collection of Contractor's and Gallegos' Carts, and subject to written agreement between the Contractor and other haulers, such haulers' Carts. Such service shall be performed at no charge to the Customer.
- Upon receipt of a Customer complaint that Contractor delivered the incorrect size or type of cart, Contractor shall deliver correct carts and remove incorrect carts by the next scheduled service day for such waste stream.

Ongoing:

- Contractor shall provide up to two (2) delivery / exchange / repair instances per service address per year for no additional charge. Each instance could involve one or more carts for the following reasons:
 - Initial delivery of carts when a new Customer starts service.
 - Collection of carts when a Customer ends service.
 - Repairing or replacing broken or missing carts.
 - Exchanging carts for a different service size.
 - Cart delivery or exchange for any other reason.

Contractor can charge Customer a delivery / exchange fee for delivery / exchange / repair needs beyond two instance per year. The cart exchange fee for such instances is included in the Pricing Sheet (Exhibit B).

- Contractor shall deliver, exchange or collect carts by the next service date for the applicable waste stream.
- Contractor shall maintain at least two percent (2%) surplus inventory for each size and type of cart utilized as part of this Agreement. Contractor shall monitor cart inventory daily. Contractor shall ensure adequate inventory of carts at all times.
- Cart inventory utilized as part of this Agreement shall be securely stored within Contractor's fenced property.

Cart Maintenance

Contractor shall provide routine cart maintenance, repair and replacement.

Contractor shall:

- Maintain carts graffiti-free and in good working condition.
- Repair any damaged carts that can reasonably be returned for regular service.
- Replace carts that cannot reasonably be repaired.
- Recycle any decommissioned carts.

4.2 Collection Vehicles

The Contractor shall provide all vehicles and equipment needed for Collection Services in an efficient and environmentally sensitive manner.

Collection Vehicles

Collection vehicles used to provide Collection Services for this Agreement shall meet the following criteria:

- Be 2018 model year or newer.
- As applicable, have functioning diesel exhaust aftertreatment systems.
- At least 50% of the diesel collection vehicles shall meet US16 Emission standards.
- At least 45% of the diesel collection vehicles shall have certified clean idle engines.

Contractor shall not purchase and/or transfer from another location any additional diesel trucks for use in Collection Services for this Agreement. Both Parties acknowledge vehicles may need to be transferred due to a vehicle collision or equipment failure. All new trucks purchased and any replacements for trucks retired from service shall be RNG-fueled or electric trucks.

Contractor shall provide an adequate fleet size of vehicles required to perform the services hereunder.

Contractor shall conduct a pilot utilizing at least one electric collection vehicle for as long as reasonable for the duration of this Agreement. With mutual agreement, Contractor and the City may pursue additional electric collection vehicles within the Term of this Agreement.

Details of vehicles anticipated to be utilized as of the Service Commencement Date as well as replacement criteria and schedule are in Attachment 4.

Fuel

Contractor shall construct RNG fueling infrastructure that shall be operational by the Service Commencement Date and for the duration of this Agreement. Contractor shall secure RNG credits to utilize at least 98% RNG for all natural-gas-fueled collection vehicles utilized for Collection Services.

Contractor shall construct at least one electric charging station at Contractor's Fort Collins facility by the Service Commencement Date to support the electric collection vehicle pilot project.

Preventative Maintenance and Repairs

Contractor shall conduct preventative maintenance to ensure that collection vehicles are available to provide Collection Services, including at a minimum the following:

- Every collection vehicle shall be inspected and lubed according to the following schedule.
 - Every 150 hrs. for automated and front load trucks (Approximately every 12-15 days of use).
 - Every 250 hrs. for rear load trucks. (Approximately every 20-25 days of use).
- Hydraulics shall be maintained sufficiently to prevent hydraulic fluid leaks.
- Seals on trucks shall be regularly replaced to prevent material leaks.

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Overweight vehicles

Contractor shall track vehicle weights on an ongoing basis. Routes shall be designed to support collection vehicles remaining under legal weight limits.

Weight tickets from disposal facilities shall be retained for a minimum of six months.

Instances of overweight vehicles shall be included in the regular report to the City Representative.

4.3 Collection Personnel

The Contractor shall maintain staffing levels required to support the Collection Services on the schedules set forth herein. The Contractor shall maintain a current Department of Transportation (DOT) compliance policy. Such policy shall be subject to audit and review by the City with reasonable prior notice.

At a minimum, all vehicle drivers shall be:

- Licensed by the State of Colorado with a valid Class B Commercial Driver License (CDL) with air brakes endorsement.
- Alert, careful, courteous and competent.
- Appropriately trained in operations and safety measures.
- Provided with appropriate communication tools and Personal Protective Equipment (PPE).

4.4 SAFETY

Safety Program

The Contractor shall embrace a culture of safety to include a documented safety program for the Collection Services. The safety program must include at a minimum the following:

- Health and Safety Training.
- Employee/Management Responsibility.
- Hazard Recognition and Control.
- Incident Reporting and Investigation.

Tracking and Reporting

The Contractor shall track and report to the City Representative on an annual basis its Experience Modification Rate (EMR) and OSHA Total Recordable Incident Rate (TRIR). The calculation for TRIR is as follows:

$$\text{TRIR} = \frac{\text{Number of recordable cases} \times 200,000}{\text{Number of hours worked}}$$

Contractor shall notify the City Representative in writing within 24 hours in the event of a serious accident involving injury.

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Contractor shall provide a summary of any incident report and investigation for any accident or infraction as well as any follow up actions taken to resolve situation or prevent in the future in the regular report to the City Representative.

Vehicle Safety

Contractor shall ensure, when operational, all collection and transfer vehicles:

- Have covered loads.
- Be kept in good repair and appearance.
- Be clean and sanitary.
- Be compliant with all local, state, and federal safety and inspection regulations.

Contractor's drivers shall conduct pre- and post-trip inspections daily and shall identify any issues in a written vehicle condition report.

Any collection vehicle deemed unsafe or not legal to operate shall be removed from service.

Contractor collection vehicles shall have dash cameras, back up cameras, and software with real-time GPS tracking.

Spill Response

Any vehicle leaks or spills shall be cleaned up as soon as possible and no later than 24 hours after occurrence.

Contractor shall clean up any spills or litter caused by collection or transportation, regardless of whether it is on public or private property.

Cell Phone Usage

No driver of a Contractor vehicle operating in furtherance of this Agreement shall use a cell phone when the vehicle is moving.

4.5 Collection Schedule, Missed Collections and Blocked Carts

Hours and Holidays

All collections shall be conducted between 7 a.m. and 7 p.m. Monday through Friday and 7 a.m. to 7 p.m. on Saturdays during any week with a holiday or due to severe weather.

No collections shall occur on Sundays or holidays unless expressly authorized by the City Representative.

Holidays observed shall be New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day. The date on which each holiday is observed shall follow the schedule of the disposal facilities utilized by the Contractors.

Severe Weather Protocol

On days when the City closes or declares a late start due to severe weather or other emergency, the Contractor may suspend or delay service without prior approval of the City. The City will post such notification at fcgov.com by 5 a.m. Mountain Time.

In situations where the Contractor seeks to suspend or delay service, but the City has not closed its facilities or declared a delayed start, Contractor must notify the City Representative in writing by 7 a.m. Mountain Time of the basis for the service suspension

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for that day. Contractor shall use commercially reasonable efforts to avoid any service suspension or delay.

Contractor shall collect any missed collections due to suspended service within one calendar day of the resumption of service (as determined by Contractor) unless otherwise approved by the City Representative. The resumed service may cause a similar delay to other service days throughout that service week. (For example, if service is suspended on a Tuesday and resumes on Wednesday, the Tuesday Customers would be serviced on Wednesday and so on, including Friday collections taking place on Saturday.)

If severe weather requires a service suspension of two or more days in length, Contractor may delay service of the necessary service days until the following regularly scheduled service day (for instance, if service must be suspended on Monday and Tuesday, Monday Customers' service may be delayed until the following service day so that Tuesday Customers would be serviced on Wednesday and so on, including Friday collections taking place on Saturday.)

If multi-day service suspensions take place over the course of multiple weeks, Contractor shall adjust which day of service is delayed for one week. Any one service day shall not be delayed for more than one week (i.e. if storms take place on two Wednesdays in a row, Wednesday customers may have service delayed to the following week, but in the second week Thursday customers would be delayed so that no one set of customers is without service for any longer than two weeks).

Missed Collections

Contractor shall resolve any missed collection issues within one (1) business day if the missed collection is reported by 4 p.m. Missed collections reported after 4 p.m. shall be serviced within two (2) business days.

- Excluding delays associated with service suspensions.
- Excluding instances where Customer had late set-out, blocked cart or excessive contamination.
- Contractor shall photograph when carts are not set out by the service time.

Blocked Carts

If the Contractor cannot access a cart to service it, the Contractor shall:

- Photograph the cause of the issue.
- Affix an appropriately marked service tag to the blocked cart(s). If attaching a tag is not feasible / practical, Contractor shall contact the Customer via text, email, or phone call to notify them of the problem and when their cart(s) will next be serviced.

Contractor may leave the cart(s) un-serviced until the next regularly scheduled service day that follows the removal of the situation blocking access to the cart(s).

The following regularly scheduled service day, the Customer may set out twice the regular volume of materials for no additional charge to account for the prior missed service. In this circumstance, materials equivalent to the regular service level shall not be considered overflow and Customer shall not be charged extra.

If the blockage remains on the next regularly scheduled service day, Contractor shall notify the City Representative and does not have to service the location until the blockage is addressed.

4.6 City and Contractor Responsibilities During Transition Period and Beyond

City Responsibilities

- Collaborate with the Contractor to design public notifications and service tags for the Collection Services.
- Provide information and artwork for cart hot stamps and cart lid in-mold labels.
- Help to resolve questions while Contractor develops service address list.
- Determine whether HOAs with existing hauling contracts comply with City requirements (and thus are exempt from the City's residential waste collection program under Section 12-29 of the City Code) and share that information with the Contractor.
- Provide a phone number that shall be routed to the Contractor and that the Contractor shall use for all customer service inquiries, requests, complaints and other as related to this Agreement. The City will retain all rights to the phone number. Contractor will assist to transfer the phone number to the City or next selected contractor at the end of the Agreement Term.
- The City Representative shall use commercially reasonable efforts to support communication between the Contractor and other licensed haulers during the time that Republic legacy and other haulers' carts are being collected.
- Establish Customer billing rates based on the contract pricing and the Administrative Fee.

Contractor Responsibilities

Contractor shall:

- Develop, produce and distribute public notifications to Customers.
 - Contractor shall collaborate with the City Representative to design the public notifications and City Representative shall have final approval authority.
 - Contractor shall distribute public notifications at the following times at a minimum.
 - During the initial start-up period.
 - When new Customers start service (after the service start-up period).
 - When Customers change service levels at any time.
 - Annually to all Customers at a time agreed upon with City Representative.
 - The notification shall be in a multi-color, user-friendly format with any text in both English and Spanish and shall include:
 - Available service levels and rates.
 - Annual collection calendar.
 - Set-out times and locations.
 - Directions for changing service levels, managing overflow Solid Waste, contamination, and requesting additional services.
 - Guidance on acceptable and unacceptable materials in Recyclable Materials and Yard Trimmings carts.
- Develop service address list.

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- Facilitate and manage Customer cart size selection.
 - Customers shall be able to select their cart sizes via any of the following options: a Fort Collins-specific page on RepublicServices.com, through the mail, or over the phone.
- Conduct all billing set-up with Customers.
- Develop and distribute a collection calendar(s) for all Customers.
- Produce service tags to address situations such as blocked carts, Solid Waste overflows, contaminated Recyclable Materials or Yard Trimmings, or other conditions that impact service or safety. The City Representative shall have final approval authority of the service tag design. Tags shall:
 - Include text in English and Spanish.
 - Be made of durable, water-resistant material that can be written on.
 - Be printed with one (1) color.
 - Have a mechanism for temporary attachment to carts.
 - Be a minimum size of 5" x 10".
- Remove all existing carts from Customers at no additional cost simultaneous with new cart delivery per Section 4.1.
- Provide all other services stated in this Agreement and/or required to provide Collection Services in accordance with the terms of the Agreement.

4.7 Customer Billing

All Customer billing shall be conducted by the Contractor.

Customer rates will be established by the City based on the pricing stated in Exhibit B and Administrative Fee.

Contractor portion of rates and fees shall remain unchanged during each Service Year unless otherwise approved by an amendment to this Agreement.

Customer bills shall be on a quarterly schedule and shall be assessed in advance.

Contractor shall charge all Service Opt-Out Customers the XS Cart service price and the Administrative Fee.

All Customer bills shall include the following:

- Applicable Collection Services rates as one line item (i.e. Recyclables Materials, Yard Trimmings and Bulky Items collections shall not be separate line items).
- Separate itemization of any fees accrued by the Customer for overflow Solid Waste, contamination, Bulky Items collection and any other fees approved by the City.
 - The only charges allowed on Customer bills are those described in this Agreement.
- Administrative Fee(s) may be itemized separately or included with the Collection Services price at the City's discretion. If itemized, the City Representative will provide text to be included on bills.

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- Bills shall include text in Spanish providing Customers with directions for how to receive a Spanish translation of their Bill. During the Agreement Term, the Contractor will seek the capability to provide Customer bills in Spanish upon request.

4.8 Customer Service and Education

All customer service functions shall be provided starting in the Transition Period and shall continue through the Agreement Term.

Customer Service Representatives

Prompt customer service from representatives who understand Fort Collins' program is very important to the City.

Contractor shall have a sufficient number of qualified and experience customer service agents who possess comprehensive working knowledge of Fort Collins neighborhoods and the specific details of services, rates, and applicable provisions of the Agreement available at the specified times to service Customers. These customer service agents will work in Contractor's Colorado Pod and service Fort Collins and Colorado generally, with priority given to Customer contacts.

During times of high call volume, Customer contacts may roll over to Contractor's Northwest area pod representatives.

Customer Service Hours

Customer service staff dedicated to Customers under this Agreement shall be available at a minimum from 7:30 a.m. to 5 p.m. Mountain Time (MT) Monday through Friday.

Northwest area pod customer service agents shall be available additional hours of 5 p.m. to 6 p.m. MT Monday through Friday and 8 a.m. to 1 p.m. MT Saturdays.

Customer Queries and Complaints

Contractor shall:

- Address all issues directly and strive for a one call resolution to Customer and Service Opt-Out Customer needs.
 - The City shall not be the default customer service provider.
- Answer Customer contacts primarily with live personnel.
 - When call volume is unexpectedly high and live personnel are addressing other City queries, Customers may opt to receive a call back while holding their place in the call queue.
- Provide an option for Customers calling after hours to leave a voice mail message; Contractor shall respond to Customer query within one (1) business day.
- Maintain an average hold time of three (3) minutes or less for customer service over the phone.
- Maintain an average abandonment rate of less than three percent (3%) of customer calls for customer service over the phone.

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- Offer Customers the opportunity to take an optional three (3) question survey at the end of a call with a customer service agent. The survey questions will be mutually agreed upon by the Parties.
 - Responses to the survey from Fort Collins Customers shall be included in the regular report to the City Representative.
- Resolve any other Customer or City complaints within two (2) business days.
- Resolve all complaints and requests to the satisfaction of Customers and the City Representative.

Subject to Customer's consent, City shall have access to the recording of any phone customer service interactions and/or written communications with a Customer upon request. Contractor shall retain phone recordings for ninety (90) days from the date of the interaction and written correspondence for six (6) months from the date of the correspondence. Contractor shall obtain any required consent of Customers and Service Opt-Out Customers to provide this information to the City Representative.

Public Outreach and Education

The City will conduct comprehensive public outreach and education activities throughout the Agreement Term. The Contractor shall support these efforts by:

- Producing and distributing Customer notifications as described in Section 4.6.
- Maintaining a Fort Collins-specific website page(s) with the same information required for Customer notifications.
- Providing Customers with the ability to request service changes online (such as start / stop service, cart size change, Bulky Items collection, report a missed collection, opt out of Yard Trimmings collection etc.).
- Providing service tags and utilizing them as described in this Agreement.
- Providing the City Representative with information that will impact Customer service at least thirty (30) days before any changes go into effect.
 - Including changes in accepted Recyclable Materials or Yard Trimmings, equipment, routing, collection schedule etc.

4.9 Regular Reports

All reports shall be submitted electronically in a format and with a level of detail that is acceptable to the City Representative.

Each report shall include information since the last report (monthly / quarterly / annual).

Monthly reports shall be submitted within 15 days of the end of the month. Quarterly and annual reports shall be submitted within 30 days of the end of the month / quarter / year.

Information within each topic area shall be sorted by Customer address unless otherwise specified below.

For the purpose of this section, service type shall mean Solid Waste, Recyclable Materials, or Yard Trimmings.

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All reporting periods shall be based on a calendar year.

The City reserves the right to request additional information mutually agreed up on by the City Representative and the Contractor.

Reports shall include the following:

Immediate Reporting

Contractor shall notify the City Representative via email within twenty-four (24) hours in the event of a serious accident involving injury or death.

Contractor shall notify the City Representative via email as well as spill@fcgov.com in the event of any spill that enters a storm drain inlet or any significant spill.

Contractor shall send a report to the City Representative within one (1) business day if / when any of the following occur:

- Contaminated loads of Recyclable Materials or Yard Trimmings that include materials from Customers that are rejected from processing facilities.
 - Include date, service type, contamination type, situation that caused contamination, and any other relevant details.
- Prohibited materials in carts or blocked carts that are not corrected within one (1) week by Customer.

Monthly Report

- Materials collected.
 - Scale-based weight data for Solid Waste, Recyclable Materials, Yard Trimmings and Bulky Items collections, including facilities where they were delivered for reuse, recycling, composting, disposal or other management.
 - The weight of City materials in any mixed loads that also includes non-City Solid Waste can be estimated using methodology acceptable to the City.
 - If materials were delivered to more than one (1) facility, include the scale-based weight data for each facility.
- Customer complaints.
 - Include date of complaint, service address, complaint type, resolution, and date resolved.
 - For purposes of this report, a complaint is any customer contact other than a service change or information request.
 - Contractor and the City Representative will develop list of complaint types that are mutually agreeable, and they may include missed collection, unsafe driving, spills, operating outside permitted hours, customer service phone call hold times, other customer service issues, etc.
- Missed collection.
 - Date of missed collection, date of resolution, service type missed, service address, and whether missed collection was due to Contractor or Customer (i.e. late set out, blocked cart etc.).

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- Contaminated loads of Recyclable Materials or Yard Trimmings rejected from processing facilities.
 - Include date, service type, contamination type, situation that caused contamination, and any other relevant details.
- Accidents or infractions.
 - Provide a summary of any incident report and investigation for any accident or infraction as well as any follow up actions taken to resolve situation or prevent in the future.

Quarterly Report

- Number of Customers receiving Collection Services through the City contract.
- Financials.
 - Amount of Administrative Fee collected for remittance to the City.
 - Any known performance violations and associated liquidated damages to be remitted to the City.
 - Fees charged for the quarter sorted by fee type.
 - Number of accounts over 90 days delinquent.
- Special service situations and fees assessed.
 - Include the incident date, service address, incident resolution and fee charged for the following incident types:
 - Overflow Solid Waste.
 - Prohibited items in Solid Waste carts (such as Recyclable Cardboard, Electronics, etc.).
 - Blocked carts.
 - Contaminated Recyclable Materials carts.
 - Contaminated Yard Trimmings carts.
- Bulky Items collection.
 - Service address, date service request received, date of bulky item pick up, and number of items by type (in categories agreed upon by Contractor and the City Representative)
- Customer service.
 - Number of customer communications.
 - Include date and type of customer service (complaint, service change, or information request).
 - Percent of phone calls answered via roll over to Northwest area pod or national staff.
 - Summary of Customer responses to customer service survey.
 - Percent abandoned phone calls.
 - Average hold times for phone calls.

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- Average number of phone calls per time of day.
 - Contractor and the City Representative shall mutually determine time categories, such as before 8 am, 8am-11am, 11am-1pm, 1pm to 3pm, 3pm -5pm, 5-6pm, after 6pm.
- Cart activity (includes deliveries, replacements, repairs, removal or exchanges).
 - Include type of cart, type of action (delivery, repair, replacement, removal, exchange), request date, completion date, and service address. If Customer is changing cart size, include the initial and new cart size.
- New opportunities: any new opportunities identified by Contractor to decrease materials landfilled, increase reuse, recycling or composting of materials.
- Number of Customers opting out of Collection Service.

Annual Report

- Annual average of the number of Customers receiving Collection Services through the City contract.
 - Monthly scale-based weight data for Solid Waste, Recyclable Materials, Yard Trimmings and Bulky Items collections, including facilities where they were delivered for reuse, recycling, composting, disposal or other management for each month of the year.
 - Annual summary of the number of the following:
 - Missed collections by Contractor*.
 - Missed collections due to Customer (late set-out, blocked cart etc.)*.
 - Number of contaminated loads of Recyclable Materials or Yard Trimmings rejected by processor with brief notes of the cause.
 - Carts delivered, repaired, replaced, removed or exchanged, sorted by activity type as a number and as a percentage of carts serviced by Contractor's Collection Services.
- * Express these data points as a raw number and as a percentage out of all the Customers receiving Collection Services through the City.
- Annual summary of each of the following Financials.
 - Amount of Administrative Fee remitted to the City.
 - Amount of liquidated damages remitted to the City.
 - Amount of fees charged, sorted by fee type.
 - Collection Services rates charged to Customers.
 - Summary of Bulky Item material collection by item type.
 - New opportunities: any new opportunities identified by Contractor to decrease materials landfilled, increase reuse, recycling or composting of materials.

Available to City Upon Request

- Customer and service level details.
 - Customer name, service address, billing address, phone number, Customer email, cart serial number and related cart sizes per service type.
- Customer invoice.

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- Time and date stamped photograph of any incident of a late set out, overflow solid waste, prohibited item in Solid Waste cart, blocked cart, contaminated Recyclable Materials cart, contaminated Yard Trimmings cart.
- Recording of customer service interactions over the phone (must be retained for ninety (90) days after interaction).
- Copy of written customer service interactions (must be retained for six (6) months after interaction)

Quarterly Meeting

City Representative and Contractor contact shall meet quarterly to review and discuss Contractor performance. Either Party may also invite additional staff members as appropriate.

Records Retention and Auditing Rights

The Contractor shall maintain all records for a minimum of three (3) years from the end of the Agreement Term and any extension, with the exception of phone customer service interactions, which shall be retained for at least ninety (90) days and written customer service interactions, which shall be retained for at least six (6) months from the interaction. Contractor shall retain records of tip fees paid during the Agreement Term for a minimum of three (3) years from the end of the Agreement Term and any extension.

Contractor records shall be available at all reasonable times for inspection by the City, including records of tip fees paid.

The City will retain full auditing rights of the Contractor's accounting records as they pertain to this Agreement.

Materials to Provide to City Near the End of Agreement Term

Contractor shall provide documentation certifying transfer of ownership of carts and of cart warranty to the City Representative within 30 days from the end of the Agreement Term.

Contractor shall provide the following to the City Representative within 30 days of the end of the Agreement Term:

- Customer name, service address, billing address, phone number, Customer email, cart serial and related cart sizes per service type to the City in Excel or other electronic format acceptable to both Parties.

4.10 Solid Waste, Recyclable Materials and Yard Trimmings Composition Analysis

If the City or any agent hired by the City conducts a composition analysis of Solid Waste, Recyclable Materials, Yard Trimmings or other materials, the Contractor shall support by diverting loads identified by the City Representative or their agent to the designated sort site (within Larimer County) during the composition analysis and any significant additional cost shall be negotiated by the Parties in good faith.

4.11 Contractor Compensation

Service Price Changes

The City agrees that the Contractor's pricing as stated in Exhibit B may be adjusted annually beginning on the first anniversary of the Service Commencement Date and annually thereafter, except in instances when performance violations on contract non-compliance issues are unresolved.

The adjustment will be three percent (3%) annually effective on the anniversary date of the Service Commencement Date.

Uncontrollable Cost Increases or Decreases

On an annual basis beginning on the first anniversary of the Service Commencement Date the Contractor may petition the City for an additional pricing adjustment due to uncontrollable costs limited to disposal or processing tip fee increases or changes in applicable regulations. The Contractor shall petition the City at least ninety (90) days prior to the anniversary date.

Price adjustment petitions developed by the Contractor for tip fee increases shall include written documentation of tip fees for all materials collected in Collection Services as of the time of the application as well as an average over the last twelve (12) months. The petition shall consider decreases in other tip fees as a potential counterbalance for other uncontrollable costs.

Any pricing change under this subsection shall be effective on the anniversary of the Service Commencement Date.

Any petition shall include documentation to justify how the cost increases exceed the three percent (3%) per year standard increase.

The City reserves the right, as a condition of approval, to inspect Contractor financial records that justify a change in the pricing.

The City has no obligation to approve any petition but acknowledges uncontrollable costs may occur and intends to negotiate with the Contractor in good faith without unreasonable delay. In the event the Parties are unable to agree on such uncontrolled costs the pricing shall increase 3.5% inclusive of the increase stated in Service Price Changes stated above and either party shall have the right to terminate the Agreement with twelve (12) months written notice.

4.12 Administrative Fee and Liquidated Damages Remittance

The Contractor shall collect the Administrative Fee through Customer billing on behalf of the City. Contractor shall remit the Administrative Fee and liquidated damages from performance violations to the City Representative within thirty (30) calendar days of the last day of the calendar quarter via check made out to the City of Fort Collins.

5.0 CONTRACTOR PERFORMANCE

5.1 Performance Standards & Liquidated Damages

Performance standards and liquidated damages for non-compliance to the Agreement requirements are stated in Table 3.

The liquidated damages stated in Table 3 are reasonable estimates as to the dollar amount of damages incurred in relation to each offending act or omission. The City may assess liquidated damages regardless of whether the Contractor has met or is meeting the related performance standards percentages stated in Table 3. The liquidated damages are not intended as a penalty and the assessment of liquidated damages shall not be deemed a default except in the event the Contractor fails to cure in accordance with the Agreement.

During the Agreement Term, the Contractor shall sustain the performance standards stated in Table 3. In the event the Contractor fails to sustain the stated performance standards and/or is not in compliance with the terms of the Agreement, the City may deem the Contractor to be in default in accordance with the provisions of Section 20.

In the event of non-compliance, the City shall notify the Contractor in writing of the basis for each assessment of liquidated damages. City shall work in good faith with the Contractor to resolve any disputes related to liquidated damages.

Liquidated damages shall be due to the City on the next quarterly remittance following assessment of the liquidated damages (per Section 4.12).

Table 3
PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

Material Conditions for Contract Default

PERFORMANCE STANDARD VIOLATION	LIQUIDATED DAMAGES	CALCULATION BASIS FOR PERFORMANCE STANDARD	PERFORMANCE STANDARD
Failure to meet schedule for any Transition Plan activity	\$500 per day	Daily	100%
Failure to deliver all Solid Waste to mutually-agreed-upon permitted landfill, all Recyclable Materials to the Larimer County Recycling Center, and all Yard Trimmings to mutually-agreed-upon facilities OR landfilling properly source separated Recyclable Materials or Yard Trimmings	\$3,000 per load	1 - Load	100%
Failure to maintain required insurance coverage	\$5,000 per incident	Insurance expiration date	100%
Failure to maintain irrevocable letter of credit	\$5,000 per incident	ILOC expiration date	100%
Misrepresentation in reporting including inaccurate Administrative Fees or liquidated damages	\$5,000 per incident	Each Reporting Period	100%
Contractor utilizing a driver to provide Collection Services that does not have a valid Class B CDL with air brakes endorsement and Colorado Drivers' License and/or is not current with DOT required training or other DOT requirements	\$1,000 per driver per day	All Drivers	100%
Delayed remittance of Administrative Fees or liquidated damages	\$500 per day	Each Billing Period	100%
Failure to participate in mutually scheduled quarterly meeting	\$1,000 per incident	Each Quarterly Meeting	100%
Failure to allow City audits or maintain records for three (3) years or retain customer service phone recordings for ninety (90) days or customer service written correspondence for six (6) months	\$3,000 per incident	Each City Audit or Each Information Request	100%

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PERFORMANCE STANDARD VIOLATION	LIQUIDATED DAMAGES	CALCULATION BASIS FOR PERFORMANCE STANDARD	PERFORMANCE STANDARD
Failure to provide written notice within 24 hours of any serious accident involving injury or death or significant spill the date, description and resolution/corrective action taken for any vehicle accidents, infractions, or overweight vehicles that occurred.	\$1,000 per incident	Each Reporting Period	100%
Failure to deliver specified loads of material to a designated location in support of a material composition analysis conducted on behalf of the City	\$1,000 per load per audit	Annual Audit	100%
Failure to appropriately bill Customers according to the Agreement OR billing Customers for fees not approved by City OR failure to provide text in Spanish with directions for accessing full bills in Spanish	\$300 per bill, up to \$3,000 per quarterly billing cycle	Per Customer Bill	100%
Failure to provide dedicated service representatives in the Colorado Pod and NW Pod during each respective pod's customer service hours in this Agreement	\$500 per day	Daily	100%

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Daily Operations

PERFORMANCE STANDARD VIOLATION	LIQUIDATED DAMAGES	CALCULATION BASIS FOR PERFORMANCE STANDARD	REQUIRED TIME PERIOD OR MEASUREMENT UNIT	PERFORMANCE STANDARD
Collection Services taking place before 7 a.m. or after 7 p.m. (each route shall be separate incident)	\$250 per incident	Monthly	Collected between 7 a.m. and 7 p.m.	98%
Failure to collect missed collections reported by 4 p.m. within one (1) business day or those reported after 4 p.m. within two (2) business days (excludes late setouts & blocked carts which shall be collected within one (1) calendar week) (excludes severe weather delays, which shall be serviced in accordance with Section 4.5)	\$150 per Customer per day plus one month credit to each missed Customer	Monthly	Within specified time frame	98%
Failure to deliver carts to new Customers (after initial service start-up) OR to replace and/or repair damaged/lost carts OR to collect carts when Customer ends service OR to deliver correct cart type and size if initial cart delivery was incorrect by the next scheduled service day	\$150 per day per cart plus one month credit to each impacted customer	Monthly	Within two (2) business days	98%
Failure to respond to Customer queries within one (1) business day	\$250 per incident	Monthly	Within one (1) business day	98%
Failure to resolve billing inquiries and disputes within two (2) business days	\$250 per incident	Monthly	Within two (2) Business Days	98%
Failure to maintain an average hold time of three (3) minutes or less for customer service over the phone	\$500 per month	Monthly Average	Less than three (3) Minutes	98%

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PERFORMANCE STANDARD VIOLATION	LIQUIDATED DAMAGES	CALCULATION BASIS FOR PERFORMANCE STANDARD	REQUIRED TIME PERIOD OR MEASUREMENT UNIT	PERFORMANCE STANDARD
Failure to maintain an average abandonment rate of less than three percent (3%) of customer calls for customer service over the phone	\$500 per month	Monthly Average	Less than three percent (3) of Customer Service calls	98%
Failure to clean up any vehicle leaks or collect materials spilled during the execution of Collection Services within twenty-four (24) hours of spill	Twice (2X) cost of clean-up incurred by City	Monthly	Within twenty-four (24) hours	100%
Collection of overflow Solid Waste, prohibited materials, contaminated Recyclable Materials or contaminated Yard Trimmings without tagging and / or charging appropriate fee to customer	\$500 per incident	Monthly	Each Customer	98%
Late or incomplete submission of on-request, monthly, quarterly OR annual reports	\$250 per day	Monthly / Quarterly/ Annually	Within specified time frame	100%
Failure to cover vehicles that contain Solid Waste, Recyclable Materials, Yard Trimmings or Bulky Items OR to maintain vehicles in clean, sanitary and good working order	\$250 per incident	Each Load	Each Vehicle	100%
Failure to provide Bulky Item collection within five (5) business days of Customer request	\$150 per Customer per day plus one month credit to each impacted Customer	Monthly	Within five (5) business days	98%
Driver providing Collection Service utilizing a cell phone in a moving vehicle	\$500 per cell phone infraction	Per Incident	All drivers	100%

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PERFORMANCE STANDARD VIOLATION	LIQUIDATED DAMAGES	CALCULATION BASIS FOR PERFORMANCE STANDARD	REQUIRED TIME PERIOD OR MEASUREMENT UNIT	PERFORMANCE STANDARD
Failure to maintain required color-coding for Solid Waste, Recyclable Materials or Yard Trimmings carts OR to maintain hot-stamp labels on all carts OR to maintain printed material guidelines on Recyclable Materials or Yard Trimmings carts	\$250 per cart per day	Monthly	Each Cart	98%
Failure to distribute approved notifications & collection calendars OR to develop/use approved service tags	\$250 per day	Monthly	Within specified time frame	98%

5.2 Contractor Performance Review

The City reserves the right to conduct a full review of Contractor performance at any time during the Agreement Term. If during the review process or any other deliberative process the City determines the Contractor's performance is not in compliance with the terms of the Agreement (regardless of liquidated damages paid), the City may declare the Contractor in default and terminate the Agreement pursuant to Section 20, Defaults of this Agreement.

Attachment 1

Yard Trimmings Opt-In or Opt-Out Effectivity Dates

Date of Customer Notification to Contractor Requesting to Opt-In or Opt-Out	Date Effective for Service and Billing
First Six Months after Service Commencement Date	
By September 1, 2024	October 1, 2024
By October 1, 2024	November 1, 2024
By November 1, 2024	December 1, 2024
By December 1, 2024	January 1, 2025
By January 1, 2025	February 1, 2025
By February 1, 2025	March 1, 2025
By January 1	February 1
By February 1	March 1
By March 1	April 1
By April 1	August 1
By May 1	August 1
By June 1	August 1
By July 1	August 1
By August 1	December 1
By September 1	December 1
By October 1	December 1
By November 1	December 1
By December 1	January 1

Attachment 2

Schaefer Cart Warranty Transfer Acknowledgement

CITY OF FORT COLLINS, CO

RE: WARRANTY TRANSFER CONFIRMATION

1/20/2023

To Whom It May Concern:

Please accept this letter as confirmation that the 10-year warranty of the Schaefer carts, that would be purchased for the City of Fort Collins, CO contract, will transfer to the city from Republic Services at the conclusion of the initial term of the 5-year contract. The result will be the remaining years of warranty from cart purchases for the contract will transfer with the asset to the City of Fort Collins, CO.

This arrangement is possible due to the partnership Schaefer and Republic Services share, spanning over 20 years.

If there are any further questions or clarifications needed, please feel free to contact me.

We sincerely hope to partner with the city during this project for a smoothly executed transition for the residents of Fort Collins.

Thank you,



Brett Belda
Vice President, Waste Technology Division
Schaefer Plastics North America, LLC.
Brett.Belda@ssi-plastic.com
(440) 679- 2430

Attachment 3

Transition Plan

Program Transition Services Updated 1/3/23	Start Date	Completed Date	Touch Points	Assigned
*Not all-inclusive of every detail. We are proposing a draft timeline, but it is our intent to sit down with the City to mutually agree upon dates, as we are using best estimates right now. We typically provide a draft and very early after signing an agreement we sit down with the City to walk through it and make sure we are aligned on dates or changes needed.				
Denotes a milestone.				
Project	Start Date	Completed Date	Touch Points	Assigned
EV Vehicle - Pilot Program with Xcel Energy				
EV Mobile Battery Charging Single Charging Station Installed	12/2022 (exp.)	Q1-Q2 2023	Single	HQ EV Team Republic Services
EV Truck Arrives	Q3 2023	N/A	Single	HQ EV Team Republic Services / Kevin O'Reilly Fleet Maintenance Shop
EV Truck Show & Tell with Partners (Invite Event)	Q3/Q4 2023	Ongoing Educational Events	Multiple	HQ Republic Services Marketing, Holli McElwee and Partner with City on Invites Elected Officials/Staff
EV Truck to Begin Route in Fort Collins	Q3/Q4 2023	Ongoing	Single	Kevin O'Reilly Fleet Maintenance and Austin Self Operations Manager
RNG Trucks (ASL)				
RNG Infrastructure Construction Begins/Concludes	Q1 2023	Q2/Q3 2024	Multiple	HQ EV Team Republic Services / Kevin O'Reilly Fleet Maintenance Shop
RNG Truck Order Placed	Q1/Q2 2023	Q1/Q2 2024	Multiple	HQ EV Team Republic Services / Kevin O'Reilly Fleet Maintenance Shop
RNG Trucks Arrive	Q3 2024	Q3 2024	Multiple	HQ EV Team Republic Services / Kevin O'Reilly Fleet Maintenance Shop
Single-Hauler Communications				
Monthly Coordination Meetings with City Representative	3/20/2023	9/29/2029	Monthly	Holli McElwee; Austin Self; Tony Jimenz(Other Dept. Managers, As Necessary)
Press Release 1	3/21/2023	3/22/2023	Single	Subject: Single Hauler Contract with Republic Services Adopted; City of Fort Collins (RS Requests Ability to Review); Approved by City Staff
Cart Set-Out Times and Locations	5/1/2024	9/14/2024	Multiple & Series Out	HQ Marketing and Holli McElwee; Approved by City Staff
Develop Public Notifications to Customers	6/1/2023	9/14/2024	Multiple & Series Out	HQ Marketing and Holli McElwee; Approved by City Staff
Directions: Changing Service, Managing Solid Waste Overflow	6/1/2024	12/30/2024 (Ongoing)	Multiple & Series Out	HQ Marketing and Holli McElwee; Approved by City Staff
Press Release 2	3/1/2024	3/15/2024	Single	Subject: Ordering Carts; City of Fort Collins (RS Requests Ability to Review); Approved by City Staff
Create Letter, Postcard, Website Landing Page - Multiple Touch Pts.	11/1/2023	12/1/2024	Multiple & Series Out	HQ Marketing and Holli McElwee; Approved by City Staff
Distribute Public Notifications to Customers	1/1/2024	2/1/2024	Multiple & Series Out	HQ Marketing and Holli McElwee; Approved by City Staff
Facilitate and Manage Customer Cart Size Collection Communications and Ordering	11/1/2023	3/31/2024	Series Out	HQ Marketing, Digital, Holli McElwee, CS, Billing & Ops; Approved by City Staff
Press Release 3	5/1/2024	5/16/2024	Single	Subject: Ordering Carts Reminder City of Fort Collins (RS Requests Ability to Review); Approved by City Staff
Produce Service Tags (Oops, Contamination, Blocked Carts)	6/1/2024	8/1/2024 (Ready 9/30/24)	Multiple & Series Out	HQ Marketing and Holli McElwee; Approved by City Staff
Annual Collection Calendar	6/1/2024	8/7/2024	Multiple & Series Out	HQ Marketing and Holli McElwee; Approved by City Staff
Press Release 4	6/1/2024	8/15/2024	Single	Subject: Program Roll-Out & Collection Service - City of Fort Collins (RS Requests Ability to Review); Approved by City Staff
Develop and Mail the Yard Waste Recycling Guide	6/1/2024	9/1/2024 (& YOY: New Starts)	Mailed & Digital	HQ Marketing and Holli McElwee; Approved by City Staff
Recycle Guide	6/1/2024	9/1/2024 (& YOY: New Starts)	Mailed & Digital	HQ Marketing and Holli McElwee; Approved by City Staff
City of Fort Collins E-Newsletter	6/1/2024	8/30/2024	Multiple	City of Fort Collins (RS Requests Ability to Review); Approved by City Staff
Annual Communications - English/Spanish - Using the App	6/1/2024	9/30/2024 (& YOY)	Multiple & Series Out	HQ Marketing and Holli McElwee; Approved by City Staff
Service Levels & Rates	6/1/2024	9/30/2024	Multiple & Series Out	HQ Marketing and Holli McElwee; Approved by City Staff
New Customer Start Service Electronic Packet	6/1/2024	9/30/2024	Multiple & Series Out	HQ Marketing and Holli McElwee; Approved by City Staff
Cart Hanger Postcard for Cart Deployment/New Carts Delivered	6/1/2024	10/4/2024	Placed on New Carts	HQ Marketing, Holli McElwee & Schaefer; Approved by City Staff
Change of Service Levels	6/1/2024	12/30/2024	Multiple & Series Out	Holli McElwee Creative; CS Containers; Approved by City Staff
Service Addresses and Orders				
Meet with City of Fort Collins Environmental Services Representative	By 3/30/2023	Possible Weekly Touch Pts. TBD	TBD	Republic's GM, Austin Self, Holli McElwee, Catherine Morrow and Area Representative
Fort Collins staff answers questions while Republic drafts a Complete Residential Address List ***Per RFP Interview Discussion	3/31/2023	8/30/2023 (Ongoing w' Moves/Bulk)	Have to Determine	City Staff & Republic Services Representatives
Meet with other haulers to determine if they want their carts collected along with Republic carts	6/1/2024	9/30/2024	TBD	TBD
Cross Reference the List With Republic's Existing Customer List	8/30/2023	9/30/2023	Have to Determine	Republic Services Operations (Austin Self), Routing Manager and Area Team
Color Details, Hot Stamp, Artwork, City Phone #, Stream, Cart Sizes All Due	2/1/2024	2/1/2024	Single	Holli McElwee, Austin Self, Stephen Walker, HQ Marketing, City Representative and All Approved by City Representative
Set-up All Routing for 45,500 (+-) Customers (Will Coordinate with the City on Exacts)	3/1/2024	6/30/2024	Series	Republic Services Operations (Austin Self), Routing Manager and Area Team
Conduct All Billing Set-Up	3/1/2024	9/20/2024	Series Out	HQ Billing/Franchise Specialists, Catherine Morrow, Kathy Sommermeyer
Cart PO Placement and Order Finalization	4/1/2024	4/1/2024	Bulk Order #1	Stephen Walker and Josh Jones
Carts arrive	6/1/2024	7/1/2024		
***Place 2nd Cart Order; Only if Needed; Stragler Order (Move-ins/outs, Late Orders, HOAs or Residents or Late Adopters)	5/1/2024	6/15/2024	If Needed	Stephen Walker, Operations Manager and Josh Jones, Shop Supervisor
Develop and Distribute a Collection Calendar to All Customers	9/1/2024	9/7/2024	Series Out YOY	HQ Marketing and Holli McElwee; Approved by City Staff
Issue OOPS Tags	9/30/2024	(Ongoing & As Need Per HH)	Series Out	Drivers on Route; Approved by City Staff
Hiring and Training Class B CDL Drivers				
Post job openings for Class B CDL drivers. Target the Northern Colorado / Southern Wyoming regions. Determine if out-of-area geo targeting needs to occur as we work through the recruitment process.	6/1/2023	9/30/2024 (Ongoing)	Series Out	Maria Placencio and Republic Service's Recruiter
Begin interviewing. Note: Some interviews will take place sooner or later than this date, just depending on the candidate pool.	11/1/2023	9/30/2024 (Ongoing)	Series Out	Maria Placencio, HR Manager, and Republic Service's Recruiter
Begin background checks and drug testing. Note: Some interviews will take place sooner or later than this date, just depending on the candidate pool.	12/1/2023	9/30/2024 (Ongoing)	Series Out	Republic Service's Recruiter and Outside Agency
Hire, new hire orientation and train (18+ days for training/driver).	2/1/2024	8/1/2024 (Ongoing)	Series Out	Karisa Sommermeyer, Ops Clerk (New Hire Orientation), Shadow Other Departments, Operations Supervisor (Driver Training)

Project	Start Date	Completed Date	Touch Points	Assigned
Drivers are route ready. Until service officially begins 9/30/24, we will utilize this pool of drivers in other lines of business, on yard waste routes and as SOS relief drivers for other BUs.	2/19/2024	8/20/2024 (Ongoing)	Series Out	Austin Self and Tony Jimenez
Post for Collection Helpers, if needed	3/1/2024	As Needed	Series Out	Maria Placencio, HR Manager, and Republic Service's Recruiter
City-wide contract collection services begin.	9/30/2024	9/29/2024 (5-Year)	Series Out	All Resi Fort Collins Crew(s)
Continued driver safety training and daily huddles/crew-outs.	9/30/2024	Ongoing	Series Out	Austin Self, Tony Jimenez, Stephen Walker, and Special Visits by Area on Occasion
Keep the Class B CDL job posting opened and candidate pool steady, as there is bound to be natural ebbs and flows with the workforce.	9/30/2024	Ongoing	Series Out	Maria Placencio, HR Manager, and Republic Service's Recruiter
Hiring and Training Customer Service Representatives (Republic's CRC)				
Begin recruiting for 20 CRC agents.	9/30/2023	11/30/2023	Series Out Depending on	Republic's Recruiter and CRC Manager
Begin interviewing.	12/1/2023	1/15/2024	Series Out Depending on	Republic's Recruiter and CRC Manager
Begin making offers, background check, drug testing/screening.	1/15/2024	2/15/2024	Series Out Depending on	Republic's Recruiter and CRC Manager
Begin new hire orientation, training, onboarding, taking calls, expecting 20 agents by the "Completed Date".	2/15/2024 (Ongoing)	8/15/2024 (Ongoing)	Series Out Depending on	Republic's Recruiter and CRC Manager
Cart Pickup and New Cart Deployment - <i>Cart Deployment Can Be Scaled Up or Down</i>				
Republic Secure the Rental of Two Yards, One for New Carts and Other for Legacy Carts	7/1/2024	10/31/2024		Republic's GM
Pick Up Legacy Carts; Deliver New Cart Roll-Out Assemble & Deliver New Carts to All Residential Units	8/26/2024	9/20/2024	Routed Out; Series	Schaefer Representative & A&D Team
Clean-up From New Cart Roll-Out (Any Missed Residents/Changes); Some Overlapping of Above New Cart Roll-Out	9/20/2024	10/24/2024	As Needed	Schaefer Representative & A&D Team
First Day of Monday Collection Services (MSW, REC, YW, BULK)	9/30/2024	Ongoing	Weekly & EOW	All Departments: Ops, Billing, CS, Muni, Fleet, etc.
After the initial roll-out of Carts, Republic's Delivery Department would Deliver New Carts, Switch-Outs, etc.	10/5/2024	9/29/2029	Daily; As Needed	Republic's Operations Delivery Department

Attachment 4

Vehicle Details

Collection Vehicle Chart								
Unit #	Year	Make	Model	Body	Est. Replacemer	Includes Aftertreatment	Age	Fuel
Updated 1/31/23								
Residential Front Load				12				
2201	2021	Mack	LR64	McNeilus	2031	Yes		1 Diesel
2202	2021	Mack	LR64	McNeilus	2031	Yes		1 Diesel
2203	2021	Mack	LR64	McNeilus	2031	Yes		1 Diesel
2204	2021	Mack	LR64	McNeilus	2031	Yes		1 Diesel
2205	2020	Mack	LR64	McNeilus	2030	Yes		2 Diesel
2206	2020	Mack	LR64R DSL	McNeilus	2030	Yes		2 Diesel
2207	2018	Peterbilt	520	McNeilus	2028	Yes		4 Diesel
2208	2018	Peterbilt	520	McNeilus	2028	Yes		4 Diesel
2209	2018	Peterbilt	520	McNeilus	2028	Yes		4 Diesel
2210	2018	Mack	LR613	McNeilus	2028	Yes		4 Diesel
1214	2021	Mack	LR64	Heil	2031	Yes		1 Diesel
1215	2021	Mack	LR64	Heil	2031	Yes		1 Diesel
Avg Age							2.2	
Rear Load				2				
2080	2021	Peterbilt	520	McNeilus	2031	Yes		1 Diesel
2081	2021	Peterbilt	520	McNeilus	2031	Yes		1 Diesel
Avg. Age							1	

This spreadsheet includes information about existing diesel collection vehicles that will provide Collection Service. Additional vehicles will be purchased. All new vehicles will be CNG-fueled vehicles.

EXHIBIT B

PRICING

Fort Collins Residential Solid Waste Collection Services Price Sheet

Note: Contractor may not charge any fees beyond those listed in this pricing sheet

Collection Service Price Options

	Service Scenario	XS Service Price \$ / month / Customer	Small Cart Service Price \$ / month / Customer	Medium Cart Service Price \$ / month / Customer	Large Cart Service Price \$ / month / Customer	XL Cart Service Price \$ / month / Customer
1	Solid Waste collection, weekly Recyclable Materials collection, Yard Trimmings collection and Bulky Items collection (Requires Solid Waste go to Larimer County Landfill)	\$10.75	\$19.00	\$38.25	\$57.50	\$115.25
2	Solid Waste collection, every other week Recyclable Materials collection, Yard Trimmings collection and Bulky Items collection (Requires Solid Waste go to Larimer County Landfill)	\$10.75	\$17.25	\$34.75	\$52.25	\$104.75
3	Solid Waste collection, weekly Recyclable Materials collection, Yard Trimmings collection and Bulky Items collection (Contractor may take Solid Waste to approved landfill of their choice)	\$9.75	\$17.75	\$35.75	\$53.75	\$107.75
4	Solid Waste collection, every other week Recyclable Materials collection, Yard Trimmings collection and Bulky Items collection (Contractor may take Solid Waste to approved landfill of their choice)	\$9.75	\$16.50	\$33.25	\$50.00	\$100.25

These service rates have been reduced by \$0.25/mo to account for The Recycling Partnership grant funding.
City Administrative Fee will be charged monthly in addition to the above pricing.

Additional Fees / Services

Yard Trimmings	\$ / Customer / month
Decrease in Customer bill if Customer declines Optional Yard Trimmings Service (Price decrease does not apply to XS cart customers)	\$5.00
Overflow trash or recycling fee	\$ / 32 gallon equivalent
Fee charged to Customers with overflow trash or recycling	\$4.00
Additional cart delivery fee	\$ / delivery instance
Delivery / exchange fee for cart delivery / exchange / repair needs beyond two instances per year	\$35.00
City administrative fee	\$ / month
Fee charged to Customers and Opt-Out Customers	\$1.35

Bulky Items Collection	
No Additional Fee Bulky Items	\$ / item
\$ per "No Additional Fee" Bulky Item (when customer request more than 2 Bulky Item collections per calendar year)	\$40.00
"Additional Fee" Bulky Items	\$ / item
Non-CFC containing appliances	\$50.00
Sofas, chairs, furniture (less than 60 lbs.)	\$40.00
Mattresses & box springs	\$40.00
Large or overweight items (above 60 lbs.)	Call for pricing

Dumpster Service		
Dumpster size and type	Service Frequency	\$ / month for service
2 cubic yard Solid Waste + 2 cubic yard Recyclable Materials	Weekly	\$110.50
3 cubic yard Solid Waste + 2 cubic yard Recyclable Materials	Weekly	\$183.50
4 cubic yard Solid Waste + 2 cubic yard Recyclable Materials	Weekly	\$200.00
6 cubic yard Solid Waste + 3 cubic yard Recyclable Materials	Weekly	\$330.00

City Administrative Fee will be charged monthly in addition to the above pricing.

EXHIBIT C

INSURANCE

Without limiting any of the Contractor's obligations hereunder, the Contractor shall provide and maintain insurance coverage naming the City as an additional insured under this Agreement, via blanket-form endorsement, as applicable of the type and with the limits specified herein. Prior to the Effective Date of the Agreement, the Contractor, or its authorized representative, shall deliver to the City's Purchasing Director, purchasing@fcgov.com or P.O. Box 580, Fort Collins, Colorado 80522, one copy of a certificate evidencing the insurance coverage required from an insurance company rated A-VIII or higher by A.M. best Company and approved in Colorado.

In case of the breach of any provision of the Insurance Requirements, the City, at its option, may take out and maintain, at the expense of the Contractor, such insurance as the City may deem proper and charge-back the cost of such insurance.

Insurance certificates should show the certificate holder as follows:

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

The City, its officers, agents and employees shall be named as additional insureds on the Contractor'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 Contractor shall maintain the following coverage for the Agreement Term for all of the Contractor'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 for each employee, or as required by Colorado law.
- B. General Liability. The Contractor shall maintain for the duration of the Agreement Term 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 Two Million Dollars (\$2,000,000) each occurrence and Four Million Dollars (\$4,000,000) aggregate.
- C. Automobile Liability. The Contractor shall maintain for the Agreement Term 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 One Million Dollars (\$1,000,000) combined single limits for bodily injury and property damage.

In the event any work is performed by a subcontractor, the Contractor 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 D**CONFIDENTIALITY**

IN CONNECTION WITH SERVICES provided to the City pursuant to this Agreement, the Contractor hereby acknowledges that it has been informed that the City has established policies and procedures 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 City or its employees, customers or suppliers, which access is related to the performance of services under this Agreement, the Contractor 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 City may be confidential and/or proprietary. The Contractor agrees to treat as confidential (a) all information that is owned by the City, or that relates to the business of the City, or that is used by the City 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 City). The Contractor shall not disclose any such information to any person not having a legitimate need-to-know for purposes authorized by the City. Further, the Contractor shall not use such information to obtain any economic or other benefit for itself, or any third party, except as specifically authorized by the City.

As part of the Services provided to the City under this Agreement, the Contractor will maintain, store or process personal identifying information, as defined in C.R.S. § 24-73-101, of Customers and Service Opt-Out Customers. Pursuant to C.R.S. § 24-73-102, Contractor shall maintain confidentiality of this information and implement and maintain reasonable security procedures and practices that are: appropriate to the nature of the personal identifying information disclosed to the Contractor in furtherance of this Agreement; and reasonably designed to help protect the personal identifying information from unauthorized access, use, modification, disclosure, or destruction. If the Contractor becomes aware of any unauthorized release of personal identifying information, it shall notify the City immediately and cooperate with the City regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the City. After any such release, Contractor shall take steps to reduce the risk of incurring a similar type of release in the future as directed by the City, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the City at no additional cost to the City. In addition to any other remedies available to City under law or equity, Contractor will promptly reimburse City in full for all costs incurred by City relating to any such release.

The foregoing to the contrary notwithstanding, the Contractor 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 Contractor shall furnish a copy of this Agreement to anyone to whom it is required to make such disclosure and shall promptly advise the City in writing of each such disclosure.

In the event that the Contractor ceases to perform services for the City, or the City so requests for any reason, the Contractor shall promptly return to the City 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 Contractor understands and agrees that the City's remedies at law for a breach of the Contractor's obligations under this Confidentiality Agreement may be inadequate and that the City 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.

ORDINANCE NO. 029, 2023
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROPRIATING PRIOR YEAR RESERVES FOR START-UP COSTS TO CREATE A
CONTRACTED RESIDENTIAL WASTE COLLECTION PROGRAM

WHEREAS, the Council of the City of Fort Collins seeks to establish a City Residential Waste Collection Program (“Program”); and

WHEREAS, to establish the Program, the City Council, simultaneously with the adoption of this Ordinance, is adopting Ordinance No. 027, 2023, to amend the City Code to authorize the Program, and Ordinance No. 028, 2023 to approve an agreement with a waste collector to provide solid waste, recyclable materials, yard trimmings and bulky items collection services (the “services”) to certain residences and other locations within the City; and

WHEREAS, customers of the Program will pay the contracted waste collector the applicable rates for the services and an administrative fee to be remitted to the City to pay for the City’s administrative costs to manage the Program; and

WHEREAS, the services will commence September 30, 2024; and

WHEREAS, the City seeks to start administrative work prior to the commencement of the services using prior year reserves in the General Fund, which will be paid back using the administrative fee collected from customers of the Program; and

WHEREAS, this appropriation benefits the public health, safety and welfare of the residents of Fort Collins and serves the public purpose of facilitating the administration of a program to improve waste collection in the City; and

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

WHEREAS, the City Manager has recommended the appropriation described herein and determined that this appropriation is available and previously unappropriated from the General Fund and will not cause the total amount appropriated in the General Fund to exceed the current estimate of actual and anticipated revenues and all other funds to be received in this 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 from prior year reserves in the General Fund the sum of ONE HUNDRED SEVEN THOUSAND TWO HUNDRED FIFTY-ONE DOLLARS (\$107,251) to be expended in the General Fund for Start-up Costs to Create a Contracted Residential Waste and Recycling Collection Program.

Introduced, considered favorably on first reading, and ordered published this 21st day of February 2023, and to be presented for final passage on the 7th day of March 2023.

Mayor

ATTEST:

City Clerk

Passed and adopted on final reading on the 7th day of March 2023.

Mayor






ATTEST:

City Clerk

Benefits & Tradeoffs of the Proposed Contracted Residential Solid Waste Collection Program

Alignment with Community and Council Goals

From March to July 2022, City staff engaged with community members, including targeted engagement with members of historically underrepresented groups, as well as City Council to understand priorities and goals for a potential contracted residential trash and recycling collection program.

Council & Community Priorities	Goal	How Addressed in Proposed Contract
✓ 	Cost-effective pricing	<ul style="list-style-type: none"> • More services for a price similar to what residents pay now • XS service available
✓ 	Equity	<ul style="list-style-type: none"> • All community members have access to consistent, predictable pricing • Households can have 2 bulky items / year collected for no additional charge
✓ 	Additional recycling and composting	<ul style="list-style-type: none"> • Yard Trimmings included for a price similar to what households pay for trash + recyc. only now • Option of weekly recycling
✓	Increased safety, reduced emissions, street maintenance savings of having fewer trash trucks in neighborhoods	<ul style="list-style-type: none"> • Single hauler identified
✓ 	Reduce greenhouse gas emissions	<ul style="list-style-type: none"> • Fewer trucks able to provide same service, increased yard trimmings composted
✓	High level of customer service	<ul style="list-style-type: none"> • Dedicated local customer service representatives • Clear penalties for poor customer service
✓ = Goal identified by City Council in July 2022  = Highest priorities from community engagement in 2022		

Benefits of the Proposed Program

Benefit: Increased Equity and Lower Pricing

Cost-effective service

In the proposed contracted system, all community members have access to the same cost-effective service price. For a price similar to what residents pay for only trash and recycling now, the proposed program would continue to provide weekly trash and every-other-week recycling, while also adding weekly seasonal yard trimmings and two bulky item collections per year. This will give more community members, including low-income community members, access to yard trimmings collection.

Predictable pricing

Community members who identified as low-income rated predictable pricing as a priority during engagement in June 2022. The contract provides consistent pricing throughout the year with small, predictable price increases year over year.

Access to Bulky Item Collection

In the Barriers to Recycling project, low-income community members identified transportation and disposal of bulky items as a problem. The bulky items collection in the contracted program helps alleviate that issue for community members.

Benefit: Increased Recycling and Composting

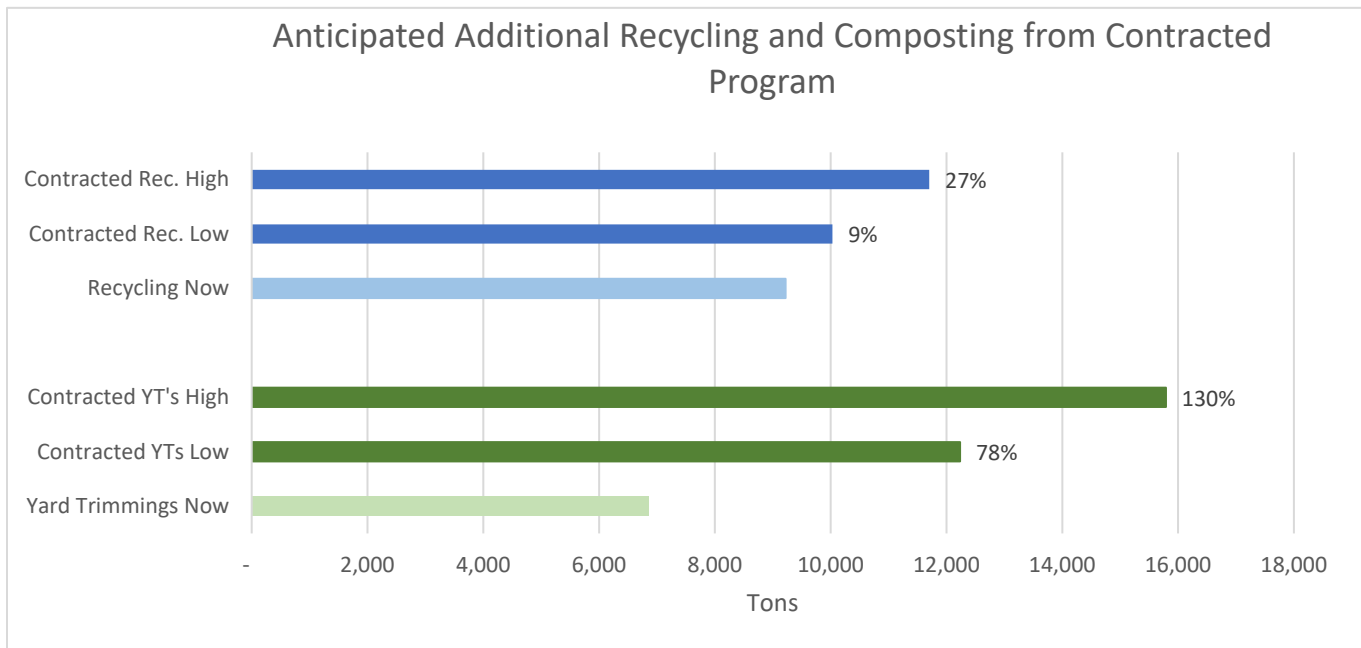
Based on staff's analysis, the contracted system offers **a more cost-effective solution** to offer yard trimmings service and increase composting.

Figure 1: Comparison of Fort Collins yard trimmings programs in licensed open market vs. contracted system

	Licensed Open Market	Contract
Price	\$18 / month	\$5 / month
How to get service	Have to call to request	<ul style="list-style-type: none"> • Automatically included in service • Can decline service and reduce bill \$5 / month
Participation rate	17%	75 – 85%
Tons diverted	6800 (incl. drop-off) 2500 (curbside only)	~9,700 – 13,300
Service details	Weekly collection April – Nov	Weekly collection April – Nov

Benefit: Increased Recycling and Composting continued

The contracted system provides opportunities for increased composting of yard trimmings and additional recycling if the weekly recycling option is selected. An estimated “high” and “low” scenario of increased material collected is shown in the chart below. The percentages show the amount of increase from the current program.



Fort Collins has a goal of zero waste by 2030. Progress is measured in diversion rates, which track the amount of material recycled or composted rather than landfilled. The **increased diversion from the proposed program would have the following impacts:**

- Yard trimmings only
 - Increase residential diversion rate from 28% to 31% - 40%
 - Increase community-wide diversion rate from 51% to 53% - 54%
 - 3.1% - 5.3% progress toward zero waste goal
- Recycling only
 - Increase residential diversion rate from 28% to 30% - 32%
 - Increase community-wide diversion rate from 51% to 52%
 - 0.46% - 1.4% progress towards zero waste goal
- Both yard trimmings and recycling
 - Increase residential diversion rate from 28% to 36% - 42%
 - Increase community-wide diversion rate from 51% to 53% - 55%
 - 3.7% - 6.7% progress toward zero waste goal

t: Street Maintenance Savings

The City commissioned a study comparing the road maintenance impacts of shifting from Fort Collins' current open market to a contracted system.

This is relevant because wear and tear on residential roads is directly related to the weight of a vehicle. Because they are so heavy, every trash truck causes impact equivalent to 1,250 passenger vehicles on residential roads.

The study included the following findings:

Figure 2: Annual street maintenance savings that can be achieved from a contracted residential solid waste collection program in Fort Collins

Moving from the current contracted system to:	Equivalent Annual Street Maintenance Savings	% Reduction in Street Maintenance
Contracted hauling with weekly recycling	\$552,000	62%
Contracted hauling with every-other-week recycling	\$603,000	68%

Further detail can be found in the Refuse Vehicle Street Maintenance Impact Study.

Benefit: Greenhouse Gas Emissions Reduction

Switching to a contracted system for residential trash and recycling collection has the potential to reduce GHG emissions approximately 7500-13,400 MTCO₂e.

Figure 3: Estimated greenhouse gas reductions from shifting to the proposed contracted residential solid waste collection program in Fort Collins

Contracted residential Solid Waste Collection Element	Estimated Greenhouse Gas Reductions
Additional yard trimmings composted	~5200-8600 MTCO ₂ e/year
Transportation reductions of moving from multiple haulers to a single hauler	~1200 MTCO ₂ e/year
Increased material recycled (if Council selects weekly recycling collection)	~1100-3600 MTCO ₂ e/year
Combined impact	~7500 – 1340 MTCO₂e Equivalent to 1700 homes' energy use for 1 year Equivalent to 30% of current waste emissions

Benefit: Sustainable Vehicles Progress

- The proposed contract includes:
 - One electric collection vehicle will be utilized as a pilot
 - Any new vehicles purchased to service this contract will run on natural gas generated from landfill capture etc. (rather than new extraction)
 - Republic will not purchase any more diesel trucks to provide service under the contract
- These lower-emission vehicles would not be available to service Fort Collins if the city were to remain in a licensed open market system.

Benefit: Fewer trucks in neighborhoods

The contracted program would shift from up to four companies' trucks in neighborhoods every week to just one set of collection vehicles. This reduction in trucks has the following impacts:

- Less noise
- Increased safety
- Less vehicle emissions

Figure 4: Vehicle emissions reductions that can be achieved from shifting to a contracted residential solid waste collection program in Fort Collins

Moving from the current contracted system to:	% Reduction in Vehicle Emissions
Contracted hauling with weekly recycling	55%
Contracted hauling with every-other-week recycling	64%

Further details about vehicle emissions, noise and safety can be found in the Refuse Vehicle Emission Noise Safety Analysis Study.

Benefit: High Level of Customer Service

In the open market system, the City cannot regulate customer service from haulers. In the proposed contract, the hauler would be held to high customer service requirements.

- The hauler would face financial penalties if they did not meet metrics such as responding to customers within one business day or if hold times exceed three minutes
- The hauler is required to maintain dedicated customer service representatives focused on the Fort Collins program
- If residents experience issues such as not having their carts not delivered within five business days or missed collections, they would receive a one-month service credit and the hauler would have to pay an additional penalty
- If issues were to be consistent, the City could exit the contract with the hauler
- The City would devote resources specifically to enforcing the contract requirements

Tradeoffs of a Contracted System

The following tradeoffs were identified through engagement with community members and council members.

Tradeoff: Household Choice of Hauler

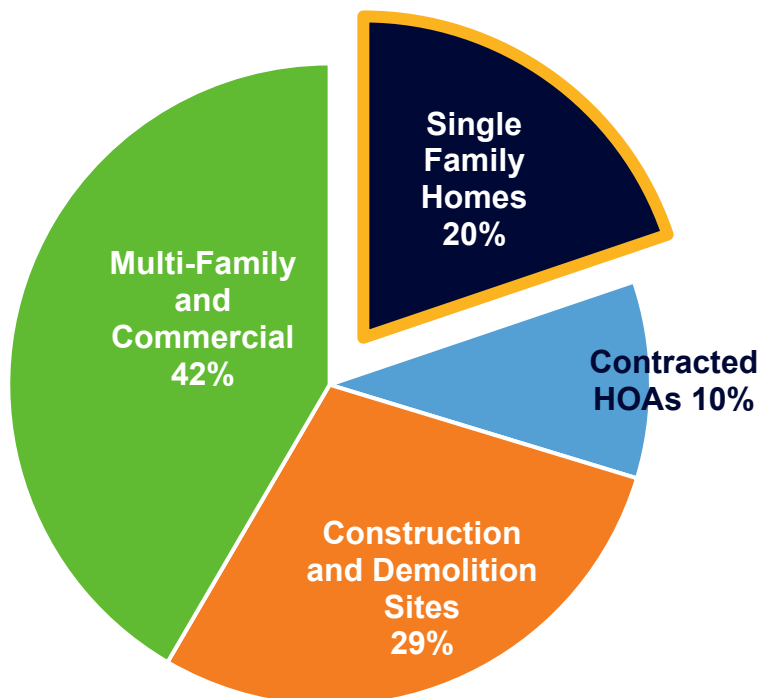
The primary benefit of an open market system is that each household can select the hauler they prefer to collect their trash and recycling. In a contracted system, households can still select a hauler other than the contracted hauler but must pay an opt-out fee. The opt-out fee for the proposed contract is equivalent to the smallest cart option, which in 2024-2025 will be \$11.10 / month.

Tradeoff: Concerns About Competition

Many community members have shared concern that shifting to a contracted collection system would reduce the competition for haulers in Fort Collins and result in higher prices for service. However, peer communities have found long-term reduced rates in a contracted system when compared with an open market and have found haulers not selected for the contract continue to operate in their communities.

Since a contracted system only applies to single-family and small multi-family complexes, haulers retain their customers in other sectors and remain in the community. The single-family open market sector accounts for ~20% of the trash and recycling business in Fort Collins; HOAs with contracts are ~10%, construction and demolition sites ~30% and commercial & multi-family locations ~40%. This means that ~80% of the trash and recycling market in Fort Collins would not be impacted by the single-family contract.

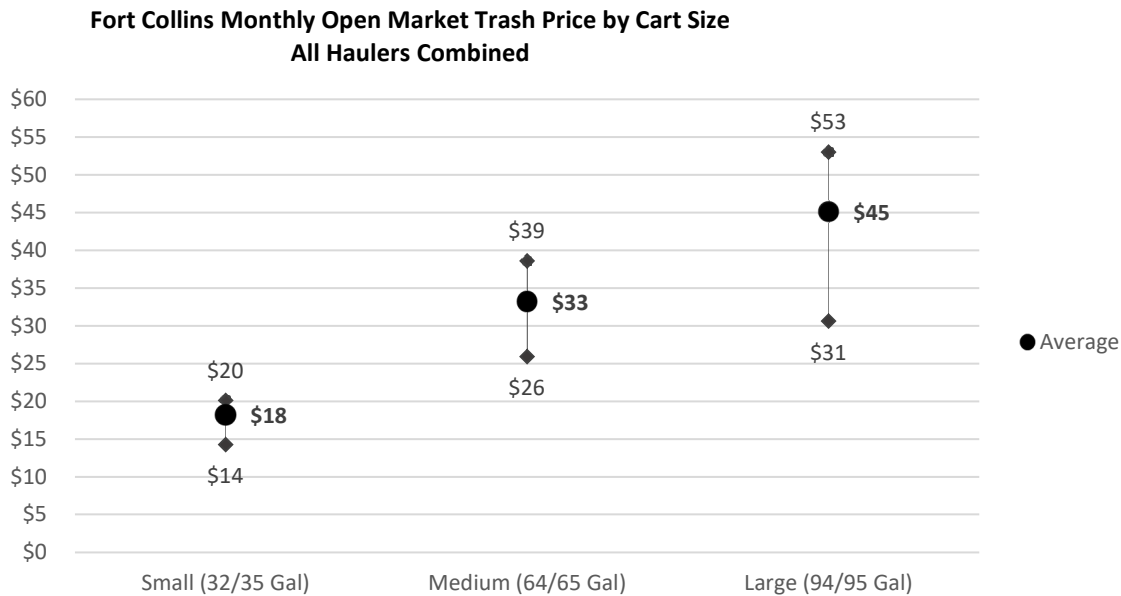
**Sectors Serviced by Haulers
in Fort Collins**



Fort Collins Trash Bill Analysis

Key takeaways

- Pricing varies significantly for the same size trash cart service within Fort Collins
 - \$6 difference per month (i.e. \$72 per year) for small carts
 - \$13 difference per month (i.e. \$156 per year) for medium carts
 - \$22 difference per month (i.e. \$264 per year) for large carts
- Pricing varies even in the same area of town and for service provided by the same company
- Some customers with medium and large carts are paying a similar price (i.e. \$26 and \$31), which may indicate that some haulers are not charging the full price for medium and large carts that would be required by the City's Pay-As-You-Throw code language.
- Pricing increased in late 2022 and early 2023, ranging from 2% - 41% increase, with an average of 15% increase.



	Monthly Costs and Variability											
	Small				Medium				Large			
	Average	Low	High	2023	Average	Low	High	2023	Average	Low	High	2023
Hauler 1	\$17.93	\$14.27	\$20.09	\$20.00	\$32.91	\$25.92	\$38.60	\$40.00	\$35.18	\$30.60	\$37.60	\$60.00
Hauler 2	\$20.00	\$20.00	\$20.00	\$22.50	\$36.00	\$36.00	\$36.00	\$41.50	\$52.00	\$52.00	\$52.00	\$59.50
Hauler 3	\$18.00	\$17.50	\$18.50	\$18.30	\$32.63	\$30.67	\$36.55	\$36.60	\$50.45	\$45.65	\$53.00	\$54.90
Hauler 4	\$11.00	\$10.00	\$13.00	N/A	N/A	N/A	N/A	N/A	\$18.00	N/A	N/A	N/A
Average	\$18.18	\$14.27	\$20.09	\$20.27	\$33.20	\$25.92	\$38.60	\$39.37	\$45.11	\$30.60	\$53.00	\$58.13

Note: Hauler 4 is shown in this table but has been removed from averages due to low sample size and inconsistent data

Study details

Why Conduct a Pricing Study. When connecting with peer communities, City of Fort Collins staff learned that residents in open market trash and recycling collection systems often pay different prices for the same service. To understand if the same variability exists in Fort Collins, City staff initiated a trash bill analysis in 2022.

Methodology. City staff requested residents share their residential trash and recycling service cost either via sharing their actual invoices or by reporting the information through an online form. The survey collected 105 responses which are reflected in the following summary.

Data quality. Staff received many bills for some haulers and cart sizes and fewer for others. In cases of small sample sizes, staff reviewed bills for consistency. If bills were consistent, the data were assumed reliable. If there was inconsistency between bills and additional efforts did not increase the sample size, the data was removed from averages. The only sample size that was low and inconsistent was for a hauler that has since stopped accepting new customers. Their data is included in the table but not in the averages.

2023 data. Many haulers increased their prices in late 2022 or early 2023. Staff called each hauler to inquire about new pricing in January 2023. The 2023 column is therefore just based on that one data point, but is provided for context.

Residential Solid Waste Collection Program
Administrative Fee Study
City of Fort Collins, Colorado

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Executive Summary

This fee study evaluates City program costs, the recommended administrative fee range, and projected revenues. Further clarity will develop about the number of households that would be contributing to the administrative fee, as well as the program needs. The initial administrative fee recommendation is \$1.35 per household. This administrative fee will be adjusted if necessary as additional information comes available.

To support Program startup, an appropriation will be requested in 2023 for \$107,251.

Study Overview

The City of Fort Collins is considering shifting to a contracted hauling system, which would create a Residential Solid Waste Collection Program. This fee study outlines the approach, components, and calculations, as well as projected revenue for an administrative fee to fund the costs incurred by the City to support and operate the Program. The study also provides case studies from peer communities that have a contracted system for solid waste collection.

Approach

To determine the appropriate amount for an administrative fee, staff gathered information on City costs to administer and support the program and researched similar programs implemented in other cities.

Fee Components

This study included the estimated costs to the City for:

1. Outreach and communication
2. Software and other tools
3. Staffing
4. Mileage

Fee Calculation & Supported Fee Levels

The administrative fee formula calculates a monthly fee based on estimated total cost to the City, divided among the total volume of projected households, and repayment within the 5-year contract term:

$$\text{Transition \& Service Period Program Costs} / \text{Number of residential units contributing} / 60 \text{ months} \\ = \text{administrative fee per residential unit per month}$$

Using this approach, the fee supported could range from \$.65-1.35 per month per household.

Residential Solid Waste Collection Program

The City of Fort Collins currently operates under a licensed, open market collection system. Fort Collins wishes to build upon the existing program by adding contracted collection for households. Fort Collins City Council has expressed support for exploring a contracted system to help achieve the following goals:

- Reduce the number of trucks on residential streets and achieve street maintenance savings as well as increase safety in residential neighborhoods
- Reduce greenhouse gas emissions
- Increase diversion of Recyclable Materials and Yard Trimmings and encourage reuse of Bulky Items as much as possible
- Provide equitable pricing throughout the community
- Provide cost-effective pricing for Collection Services
- Provide a high level of customer service

If Fort Collins City Council adopts the contract and related ordinance, a new Residential Solid Waste Collection Program (Program) would be created, to which the administrative fee revenue would be applied. City Council is anticipated to consider contract and ordinance adoption via First Reading on February 21, 2023, and Second Reading on March 7, 2023. The contract and ordinance would become effective two weeks after adoption. The contracted service to residents would start September 30, 2024.

For purposes of this fee study, the time between contract adoption and service start is considered the Transition Period. The time that the hauler is providing collection service is considered the Service Period.

The hauler would provide the following services through the contract:

- | | |
|-----------------------------------|--------------------------|
| • Solid waste collection | • Bulky items collection |
| • Recyclable materials collection | • Customer service |
| • Yard trimmings collection | • Billing |

Services would be provided for all single unit residential housing and multi-family housing of seven units or fewer that use carts for collection. The following would not be included in the Program:

- All commercial and industrial establishments and multi-unit housing containing eight (8) or more units
- All households served by a dumpster
- Homeowners' Associations with contracts for solid waste, recycling and yard trimmings collection. These contracts must be effective before the effective date of the City's contract and comply with all applicable requirements of Chapter 12 and Chapter 15 of the City Code
- Residential units that have been granted a variance for shared service or excess producers as defined in Chapter 12 of the City Code

Fee Calculation

Fee Study Context

Cities imposing new fees are required to demonstrate a clear nexus between program costs incurred by the City and the subject of the fee, in this case the Residential Solid Waste Collection Service Program. The purpose of a fee is to defray the cost of providing a service to the community.

Methodology

This fee study was conducted internally by the Environmental Sustainability Lead Specialist and the Sustainability Services Senior Financial Analyst. It applies assumptions about Program costs based on the contract and transition plan as well as leveraging fee examples from other peer communities.

Key takeaways from the fee study include:

- Direct and indirect costs include conducting a competitive purchasing process, program management, customer service, compliance/enforcement, acquiring and implementing software and other tools, process development, and developing and implementing education and outreach
- Key drivers for the administrative fee cost are the level of staffing, repayment period and number of contributing households
- Program costs begin in the Transition Period in 2023 and carry on through the 5- year Service Period that begins September 30, 2024
- Revenues begin in the fourth quarter of 2024
- Based on the assumptions outlined within the study, the estimated fee ranges from \$0.65 to \$1.35 per household per month and staff recommends establishing a fee not to exceed \$1.35 per month per household to ensure repayment within the 5-year Service Period term
- Program costs are anticipated to be higher in the Transition Period and in year five of the Service Period as staff supports another competitive purchasing process to develop the next contract
- Peer community research confirmed the direct and indirect costs of administering the Program

Related Program costs were aggregated to include both the low- and high-end estimates. This provided the range to use as a numerator for the fee calculation below:

$$\text{Transition \& Service Period Program Costs} / \text{Number of residential units contributing} / 60 \text{ months} \\ = \text{administrative fee per residential unit per month}$$

Program Costs

Program costs will begin in the Transition Period and will continue through the Service Period. City staff are requesting an appropriation for the Program costs incurred during the Transition Period, which would be repaid to the City during the five years of the Service Period.

The estimates shown in **Figure 1** represent a summary of the range of anticipated Program costs and number of full-time equivalent staff (FTE); a contingency of 5% has been added to overall costs to allow for inflation and unforeseen expenses.

Figure 1. Costs to the City for the new Residential Solid Waste Collection Program:

Cost description	Annual Cost range (low) Assumes 2 FTE	Annual cost range (high) Assumes 4 FTE
Outreach and communications	\$31k	\$31k
Tools and materials	\$59k	\$59k
Mileage	\$3k	\$3k
Staffing	\$243k	\$448k
Contingency	\$17k	\$27k
Total Cost	\$353k	\$568k

The activities anticipated to be needed to support the Program include:

- Program Administration
 - Administration of the Program and administrative activities to manage the contract
- Transition Period Support
 - Ensure continuity of service and high levels of customer service through support, coordination, and planning with the contractor during the Transition Period
- Education and Outreach
 - Development and implementation of web site content and campaigns to engage with and educate residents and HOAs about the Program
 - Educate about placing the correct materials in recycling and yard trimmings bins
- Compliance
 - Developing the compliance plan
 - Conducting enforcement of requirements in the contract and municipal code requirements for both the contractor and the residents
 - Verify eligibility of variance applications
 - Verify compliance with existing requirements for HOAs with existing contracts that would be excluded from the Program
 - Potentially conduct compliance with customers who opt out of the Program
- Customer Service
 - Addressing any customer service or billing escalations that are not resolved by the contractor in a timely or satisfactory manner

- Software and tools
 - Purchase, development or implementation of tools, processes, and procedures to efficiently administer, track and provide customer service, enforce compliance, and manage the program

Projected Fee Revenues

Administrative fee revenues are based on the number of residential units contributing. City staff has done extensive work to size the range of in-scope households, including GIS mapping and analysis and identifying which homes are in HOAs with trash and recycling contracts. The number of residential units will be clear by the Service Period but are modeled as a range based on best information available at this time. The number of residential units modeled are:

- 35,500
- 40,500
- 45,500

The recommended administrative fee range accounts for the range of anticipated Program costs as well as the range of residential units contributing. As the number of residential units and the necessary Program costs become clear over time, the administrative fee may be adjusted to meet the goal of covering the Program costs but not substantially accruing funds over time.

Figures 2 and 3 show the fee amount that allows for a break-even scenario for different numbers of residential units contributing. The “break even” amounts are highlighted in green.

Figure 2: Fee amounts required to fund the low range of Program costs depending on the number of residential units contributing; this includes startup and transition funds but is limited to the five-year contract term when revenue will be collected

Net Revenue/(Expense) 5-yr

2 FTE	Households		
Admin Fee	35,500	40,500	45,500
\$0.60	(\$97,135)	(\$61,135)	(\$25,135)
\$0.65	(\$75,835)	(\$36,835)	\$2,165
\$0.70	(\$54,535)	(\$12,535)	\$29,465
\$0.75	(\$33,235)	\$11,765	\$56,765
\$0.80	(\$11,935)	\$36,065	\$84,065
\$0.85	\$9,365	\$60,365	\$111,365
\$0.90	\$30,665	\$84,665	\$138,665
\$0.95	\$51,965	\$108,965	\$165,965
\$1.00	\$73,265	\$133,265	\$193,265

Figure 3: Fee amounts required to fund the high range of Program costs depending on the number of residential units contributing; this includes startup and transition funds but is limited to the five-year contract term when revenue will be collected

Net Revenue/(Expense) 5-yr

4 FTE	Households		
Admin Fee	35,500	40,500	45,500
\$0.60	(\$312,148)	(\$276,148)	(\$240,148)
\$0.65	(\$290,848)	(\$251,848)	(\$212,848)
\$0.70	(\$269,548)	(\$227,548)	(\$185,548)
\$0.75	(\$248,248)	(\$203,248)	(\$158,248)
\$0.80	(\$226,948)	(\$178,948)	(\$130,948)
\$0.85	(\$205,648)	(\$154,648)	(\$103,648)
\$0.90	(\$184,348)	(\$130,348)	(\$76,348)
\$0.95	(\$163,048)	(\$106,048)	(\$49,048)
\$1.00	(\$141,748)	(\$81,748)	(\$21,748)
\$1.05	(\$120,448)	(\$57,448)	\$5,552
\$1.10	(\$99,148)	(\$33,148)	\$32,852
\$1.15	(\$77,848)	(\$8,848)	\$60,152
\$1.20	(\$56,548)	\$15,452	\$87,452
\$1.25	(\$35,248)	\$39,752	\$114,752
\$1.30	(\$13,948)	\$64,052	\$142,052
\$1.35	\$7,352	\$88,352	\$169,352
\$1.40	\$28,652	\$112,652	\$196,652
\$1.45	\$49,952	\$136,952	\$223,952
\$1.50	\$71,252	\$161,252	\$251,252

Recommended Fee Range

The estimated fee range to cover the Program costs that take into consideration the low and high estimations of Program costs and number of contributing residential units ranges from \$.65 to \$1.35.

Figure 4 illustrates the range of administrative fees based on different Program costs and number of contributing residential units

Figure 4: Range of administrative fee amounts for low and high Program cost and revenue

Admin Fee Minimums			
2023-2029 (5-yr contract + start-up)			
	Number of Households		
Staffing	35,500	40,500	45,500
2 FTE	\$0.85	\$0.75	\$0.65
4 FTE	\$1.35	\$1.20	\$1.05

Start-up Appropriation

Appropriation Context

As revenue would not begin until service commences in September of 2024, funds are needed up front to support the City's role in the transition from a hauler licensing system to a contracted system.

Methodology

Staff identified key startup needs to ensure a smooth transition, including customer service, communications and outreach, customer service and compliance software, and mileage costs for compliance. To deliver on these needs, 2 FTE (Program Manager and additional staff member depending on which scenario is selected) will be needed in the startup phase to ensure a smooth transition; staffing needs will be refined as negotiations are finalized and the administrative fee is set.

As with the fee calculation methodology, a 5% contingency has been added to all cost estimates.

Recommended Appropriation

Based on these needs, \$107,251 will be requested with First Reading for an Appropriation in 2023; see details in **Figure 5**. With service commencing in September 2024, staff has also developed initial estimates for a 2024 appropriation, which will be refined in 2023 and requested through the mid-cycle appropriations in Q4 of 2023. The appropriation is included in the overall fee model and will be repaid to the City in full during the contract term.

Figure 5: Start-up appropriation costs for the requested appropriation in 2023 and the estimates for 2024; note that 2024 planning column includes estimates for the higher administrative fee

Personnel	2023 Appropriation	2024 Planning
Expenses		
Personnel	\$43,726	\$206,180
Programmatic expenses		
Item 1 - Outreach and engagement	\$37,275	\$37,590
Item 2 - Tools and Materials	\$26,250	\$47,250
Item 3 - Mileage	\$0	\$2,625
Subtotal of Programmatic Expenses	\$63,525	\$87,465
Total Expense	\$107,251	\$293,645
Appropriation 2023	\$107,251	\$293,645

Peer Community Case Studies

Golden and Lafayette were identified as peer communities for the following reasons:

- They are both in Colorado and so operate under the same state regulations as Fort Collins
- They both have a contracted system for solid waste collection
- They both offer services similar to those anticipated to be offered in Fort Collins

Key differences between Golden and Lafayette and the City of Fort Collins that were accounted for in the analysis include:

- They have fewer households than Fort Collins
 - Their information as converted to a per household equivalent for apples-to-apples comparison
- They provide billing services, whereas Fort Collins plans on the contractor providing billing
 - The number of FTE was adjusted to not include those dedicated to billing

Figure 6 illustrates the information gathered about Golden and Lafayette and includes the number of FTE extrapolated out to match the number of households in Fort Collins. This fee study is not recommending staffing at the levels represented in **Figure 6**, but it is shown for context.

Figure 6: Information about Golden and Lafayette and the equivalent number of FTE extrapolated to align with the number of households in Fort Collins

	Golden	Lafayette
Administrative Fee	N/A	\$.70, increasing to \$.90 (2023) Needs \$1.20
# of Households	4,500	7k increasing to 11k (2023)*
FTE (not inclusive of billing)	1	2
Equivalent FTE for Fort Collins (40k households)	8-10	7-9

* Lafayette is adding 4,000 households into their program in 2023

Learnings from peer community interviews:

- Each city understaffed initially and are seeking to add staff now
- The start-up year created a heavy workload due to management of the transition, customer service support, and collateral review
- The workload is also higher in the final year of a contract term as staff conducts a competitive purchasing process

What Would Change and What Would Remain the Same in Fort Collins' Proposed Contracted Residential Solid Waste Collection Program

Materials Collected		
Element	What would change	What would remain the same
Trash collection service	Residents have the additional option of an XS cart (~16 gallons) and XL cart service (2 x 95-gallon carts)	Provided weekly Residents may choose from small, medium and large cart service for trash
Recycling collection service	<p>If City Council selects weekly recycling collection, recycling carts would be serviced every week (weekly recycling is \$1.25 more / month for the small trash cart service)</p> <p>Residents would receive a large (95 gallon) recycling cart (if City Council selects weekly recycling collection) or up to two large (95 gallon) recycling carts (if City Council selects every-other-week recycling collection). Residents could request a medium (65 gallon) cart instead if they prefer</p>	If City Council selects every-other-week service, the recycling carts would continue to be serviced every other week
Yard trimmings collection service	<p>Would be automatically included in residents' bills unless the resident declines service (in which case the resident would receive a \$5/month reduction in their bill)</p> <p>Yard trimmings included in bill year-round – bill totals wouldn't change every April and November</p>	<p>Weekly collection from April 1 – November 30</p> <p>Same yard trimmings material would be collected</p>
<p>Bulky waste collection</p> <p>(Items too large to fit in a cart)</p>	Each household could call to request collection of up to two bulky items per year for no charge	Residents would pay the hauler an extra fee (~\$40 per item, depending on the item) for additional bulky item collections
Food scraps collection		Would not be included in contracted curbside collection at this time due to a lack of nearby compost facilities; contract could be amended when a facility is available

Service Elements		
Element	What would change	What would remain the same
Customer Service	<p>The contract includes strict customer service requirements such as returning calls within one business day, a maximum three-minute hold time, and missed pickups being collected the following day. The contract requires dedicated customer service representatives focused on the Fort Collins program</p> <p>Residents who have experienced a missed pickup or carts not delivered within five business days would receive a one-month service credit</p> <p>The hauler would have to pay fines if these requirements were not met. If they happened consistently, the City could exit the contract. The City would devote resources specifically to enforcing the contract requirements</p>	Customer service would be provided by the hauler
Service price	<p>Customers would all have access to the same cost-effective, consistent pricing with low, predictable price increases communicated well in advance</p> <p>Prices would include yard trimmings collection and bulky item collection for no additional charge</p> <ul style="list-style-type: none"> Residents could decline yard trimmings service and receive a \$5/month discount on their bill <p>Monthly pricing for trash, yard trimmings, bulky item and every-other-week recycling (including admin fee):</p> <ul style="list-style-type: none"> XS trash cart (16 gallons): \$11.10 S cart (35 gallons): \$17.85 M cart (65 gallons): \$34.60 L cart (95 gallons): \$51.35 XL cart (2 x 95 gallon carts): \$101.60 	Service pricing would continue to be based on the size of a customer's trash cart. Pricing would continue to include recycling collection for no additional charge.
Billing	<p>Bills would no longer include a "materials recovery fee"</p> <p>An administrative fee of \$1.35 / month would be included in bills to fund the City's role in the contracted program</p>	Billing would be quarterly, and bills would come directly from the hauler

Service Details		
Element	What would change	What would remain the same
Service provider	Those preferring a different hauler or to self-haul material to the landfill would pay an \$11.10 / month opt-out fee	Those with the selected provider would retain their current hauler.
Service start date	Contracted collection would begin 9/30/24 and would continue for 5 years. At the end of the 5 years, the City would undertake another competitive purchasing process to determine the next service provider (which could be the same or a different service provider)	
Homeowner's Associations (HOAs)	Residents in HOAs that don't contract for trash and recycling service now would join the City's contract HOAs that contract for collection service now would need to offer yard trimmings similar to the City's program by 9/30/23 (in which yard trimmings is included in residents' service but residents may decline service)	HOAs that contract for trash and recycling collection prior to March 17, 2023 and whose contracts meet City requirements would have the option to continue their existing contracts or join the City's program
Carts	Households would receive new, city-owned carts for trash, recycling and yard trimmings. All haulers would collect their existing carts for no charge to the customer The new carts would remain at residents' homes even if the City chooses a different vendor after the 5-year contract	
Transition period	In the first half of 2024, households would select their trash, recycling and yard trimmings cart sizes for the new program and set up for billing with the new hauler in preparation for the new service starting on 9/30/24	Households would keep their choice of hauler until the new service start date of 9/30/24
Alley service		Would continue to be provided where alleys are the primary service option
Door to door collection		Would continue to be provided to handicap residents upon request for no extra charge
Collection vehicles	One electric collection vehicle would be utilized on a pilot basis All new vehicles purchased to service the contract would run on natural gas generated from landfill capture etc. (rather than new extraction)	

Waste and Recycling Contracted Hauling Engagement Summary

OurCity Page: <https://ourcity.fcgov.com/contract-for-trash>

Engagement

The general level of engagement along the [International Association for Public Participation \(IAP2\) spectrum](#) is “Consult” with aspects of “Involve” where goals and proposed outcomes are discussed. Examples of “consult” tools include seeking public comment on proposed action, presentations to neighborhood groups, Homeowners’ Associations (HOAs), Boards & Commissions and hosting Open Houses.

Phase I Engagement (*prior to April 12, 2022 work session*): Focused on understanding the goals, priorities and concerns our community has when exploring the idea of contracting for household trash and recycling service. Staff connected with ~1,770 community members.

Phase II Engagement (*April 2022 work session to July 2022*): focused on the details and tradeoffs within options of a contracted trash and recycling collection system. The engagement built on the wide engagement conducted prior to April. It focused on deeper conversations and tools that ensured only one response per participant. Staff connected with ~325 community members.

Phase III Engagement (*January 2023 – to March 2023*): Focusing on informing community members about the proposed program, including services offered, pricing, timeline, and impacts to HOAs. Developed information including robust FAQs on the OurCity page, which received over 7,800 visits in January and early February. Shared information via press release and newsletters and through social media.

Virtual community information sessions in this phase include February 16th, 12-1PM and 7-8PM and March 1st, 7-8PM.

The following list represents a comprehensive set of community members and organizations staff members have connected within the process since the start of the project. Some conversations have been in-depth while others have been simpler touchpoints, e.g., replies to emails or a commitment on behalf of an organization to share out the opportunities with their networks.

Community Members

- Over 2,000 community members engaged in one or multiple of the platforms including social media messaging, virtual community conversations (open houses), online website and message boards, email, phone calls, and surveys.
- Worked with community partners and third-party advertisers to promote Spanish language survey to Latino/Latina/Latinx community members.

Environmental Groups

- Sustainable Living Association
- CSU Zero Waste Club
- Next Level Neighborhoods
- Vindeket Foods

Organizations Serving Low-Income Residents

- CARE Housing
- Housing Catalyst
- Harmony Village Mobile Home Park
- Larimer County Food Bank

Focused Community Groups

- Chamber of Commerce: Local Legislative Affairs Committee (LLAC)
- Downtown Development Authority (declined a meeting)
- Black and African American Cultural Center
- Queen’s Legacy Foundation
- Nonprofit Human Service Grantees
- Disable Resource Services NoCo
- Fort Collins Habitat for Humanity
- Northern Colorado A Little Help
- La Cocina
- Project Self Sufficiency

Boards and Commissions:

- Natural Resources Advisory Board
- Economic Advisory Board

Homeowners Associations

- Meeting with Clarendon Hills HOA

Waste Haulers

- Republic Services
- Waste Management
- Waste Connections
- Mountain High Disposal



Caroline Mitchell, Waste Reduction and Recycling Manager
 City of Fort Collins, Colorado
 PO Box 580
 Fort Collins, CO 80521

February 13, 2023

Dear Ms. Mitchell,

The Recycling Partnership is a national nonprofit organization working to grow residential recycling in the United States. I am writing to present the City of Fort Collins, Colorado with this letter expressing our support for the City's efforts to enhance its public recycling efforts by moving towards a municipally organized and operated curbside recycling program. The Recycling Partnership works with communities across the country, and we have found that municipally organized curbside recycling programs that contract with one hauler and automatically provide residents with a recycling cart and collection service are the best way to maximize the performance of public recycling programs.

A municipally contracted universal curbside recycling program is associated with the following benefits:

- Maximized collection system efficiency through scale;
- Creating a single system where service is automatically available maximizes participation and the diversion of materials from disposal;
- Enables the opportunity for single-source consistent recycling education and program messaging;
- Provides opportunity for local government to control and focus on customer service, placing a premium on delivering value to citizens;
- Results in reduced truck traffic by eliminating different recycling service providers serving households on the same street. This also creates additional associated benefits such as reduced roadway wear and tear, decreased collection vehicle emissions, and smaller greenhouse gas footprint.

As the City of Fort Collins prepares to finalize a contract for a single-hauler system, we hope that city leaders will support it and move forward with a universal public curbside recycling program. The Recycling Partnership believes that this represents the City's best path for maximizing public recycling. The decision to implement a universal curbside recycling program will send a strong signal to your residents that your community supports recycling and will set a powerful example for other communities in the region.

Should the City Council approve your contract and implement a universal, single hauler, cart-based curbside recycling program, The Partnership is prepared to work with the City to provide additional support that would include grant funding and technical assistance to help enhance the City's curbside recycling program. General grant support for a program like Fort Collins is considering would include the following:

- **Cash Grant for recycling carts** – The Partnership offers grant funding of up to \$15 per cart for cities or haulers to purchase carts as they establish universal curbside recycling. While a best management practice is for the local government to purchase and own the recycling carts, The Partnership is able to grant the hauler selected by the city as long as the hauler is able to pass the savings resulting from the grant onto the municipality.

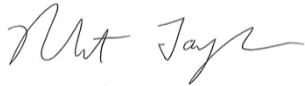
- **Cash Grant for education support:** The Partnership offers grant funding of \$1 per house for printing, postage and digital education and outreach to accompany cart distribution and roll out of the new service.
- **In-Kind Assistance and Support:** In addition to the cash grants described above, The Recycling Partnership is offering to provide no-cost in-kind technical assistance beyond the cash grant, to include the following elements:
 - Access to Recycling Partnership outreach campaign materials as well as technical support and assistance with the design, planning and implementation of a recycling outreach campaign; and
 - Technical assistance to the community's team as needed to help project the impact of transitioning to a universal cart-based curbside recycling program that provides weekly or every-other-week collection service.

For more detailed information about The Recycling Partnership cart grants, our formal RFP for cart grants is located on The Recycling Partnership website: [Residential Curbside Recycling Cart Grant Request for Proposals](#).

Improved recycling supports industry and employment across the US, protects the environment and enhances the cleanliness and sustainability of our communities. The Recycling Partnership is thrilled that the City of Fort Collins is considering this important transition to a single hauler collection system. Please reach out if you have any questions.

We look forward to working with you to advance recycling in your community!

Sincerely,



Rob Taylor, Vice President of Grants and Community Development
The Recycling Partnership
Email: rtaylor@recyclingpartnership.org
Phone: 919-777-3964



Council Finance Committee Meeting
February 2, 2023
Via Zoom

Council Attendees: Julie Pignataro, Emily Francis, Kelly Ohlson, Shirley Peel

Staff: Kelly DiMartino, Travis Storin, Tyler Marr, John Duval, Teresa, Roche, Terri Runyan, Ginny Sawyer, Sylvia Tatman-Burruss, Megan Valliere, Jen Poznanovic, Nina Bodenhamer, Blaine Dunn, Jo Cech, Randy Bailey, Renee Reeves, Gerry Paul, Lawrence Pollack, Dave Lenz, Sheena Freve, Josh Birks, Javier Echeverria Diaz, Rachel Rogers, Lindsay, Ex, Caroline Mitchell, Beth Rosen, Kira Beckham, Honore Depew, Dean Klingner, Victoria Shaw, Mike Calhoon, LeAnn Williams, Aaron Harris, Monica Martinez, Ian Smith, Kaley Zeisel, Drew Brooks Dave Lenz, Kerri Ishmael, Sheena Freve, Zack Mozer, Tracy Ochsner, Erik Martin, Brian Hergott, Jeff Rochford, Carolyn Koontz

Others: Jason Licon, Airport Director
Wade Troxell
Kirk Scramstad, Mark Houdashelt
Pat Ferrier, Coloradoan

Meeting called to order at 4:00 pm

Approval of minutes from the January 5, 2023, Council Finance Committee Meeting. Emily Francis moved for approval of the minutes as presented Kelly Ohlson seconded the motion. Minutes were approved unanimously via roll call by; Julie Pignataro, Kelly Ohlson and Emily Francis.

A. Trash Contracting Admin Fee & Potential Appropriations

Kira Beckham, Lead Specialist, Environmental Sustainability
Rachel Rogers, Senior Specialist, Economic Sustainability

SUBJECT FOR DISCUSSION Administrative Fee and request for appropriation in the amount of \$107,251 in 2023 from the General Fund for the Residential Solid Waste Collection Program.

EXECUTIVE SUMMARY

The purpose of this item is to seek feedback on the recommended Residential Solid Waste Collection Program administrative fee and to request an appropriation in the amount of \$107,251 from the General Fund to support the start-up phase of the program.

One of the adopted Council Priorities is to explore a contracted system for garbage, recycling, and compost collection for single family homes. On February 21, 2023, City staff will present a draft contract and Ordinance to City Council for First Reading. By passing the Ordinance, Council would create a new Residential Solid Waste Collection Program.

An administrative fee for the Residential Solid Waste Collection is proposed to defray City costs to run the program. An Administrative Fee Study was done to evaluate City program costs, the recommended fee range, and projected revenues. The recommended administrative fee is proposed to not exceed \$1.35 per household per month to ensure repayment during the contract term.

GENERAL DIRECTION SOUGHT AND SPECIFIC QUESTIONS TO BE ANSWERED

1. Does Council Finance Committee have feedback about the recommended administrative fee of no greater than \$1.35/household/month?
2. Does Council Finance Committee have feedback about the appropriation request of \$107,251 from the General Fund in 2023 to support the start-up phase of the Residential Solid Waste Collection Program?

BACKGROUND/DISCUSSION

Fort Collins has adopted aggressive waste reduction goals, including working toward zero waste by 2030, and has identified a stagnant residential diversion rate as one of the challenges of making progress on that goal. Strategies to achieve zero waste are outlined in Our Climate Future, the combined waste, climate and energy plan for Fort Collins, which can be viewed at www.fcgov.com/climateaction/our-climate-future.

For decades, Fort Collins has utilized a licensed open market collection system. Licensing requires haulers to report the materials collected from all sectors of the community, which is used to calculate various diversion rates. In 2020, the Community Diversion Rate (including residential, commercial, and industrial materials) was 52% and the Residential Diversion Rate was 29%. Details of Fort Collins diversion rates can be found in the annual reports at www.fcgov.com/recycling/publications-resources.php.

To support increased waste diversion, one of the adopted Council Priorities is to explore a contracted system for garbage, recycling, and compost collection for single unit homes.

Changing to a contracted system could help achieve the following goals:

1. Reduce the number of trucks on residential streets and achieve street maintenance savings as well as increase safety in residential neighborhoods
2. Reduce greenhouse gas emissions
3. Increase diversion of recyclable materials and yard trimmings and encourage reuse of bulky items as much as possible
4. Provide equitable pricing throughout the community
5. Provide cost-effective pricing for collection services
6. Provide a high level of customer service

SCOPE

The contractor would provide these core services over a term of 5 years:

1. Solid Waste collection
2. Recyclable materials collection
3. Yard trimming collection
4. Bulky item collection
5. Billing
6. Customer Service

Services would be provided for all single unit residential housing and multi-family housing of seven units or fewer that use carts for collection. The following would not be included in the program:

- All commercial and industrial establishments and multi-unit housing containing eight (8) or more units.
- All households served by a dumpster.
- Homeowners' Associations with contracts for solid waste, recycling, and yard trimmings collection. These contracts must be effective before the effective date of the City's contract and comply with all applicable requirements of Chapter 12 and Chapter 15 of the City Code
- Residential units that have been granted a variance for shared service or excess producers as defined in Chapter 12 of the City Code

Residents that fall within this scope would be required to utilize the service or pay an opt-out fee equivalent to the service cost of the smallest trash cart size.

The City may provide billing service in future contracts, which would require a new evaluation of the City administrative fee and contractor pricing.

Key Milestones and Dates

- April 12, 2022 - Council Work Session
- April, June 2022 - Community Conversations
- July 12, 2022 - Council Work Session
- July 19, 2022 - City Council [passed a Resolution](#) directing City staff to proceed with developing a Request for Proposals (RFP) for a single hauler contracted system
- September 13, 2022 – City staff released a Request for Proposal (RFP)
- November 1, 2022 – Three haulers respond to RFP: Republic Services, Waste Management of Colorado, and Sweetman Sanitation
- November 28, 2022 – Hauler Interviews
- December 2022 through January 2022 – Contract Negotiations
- February 21, 2023 – Staff will present the draft contract and Ordinance for First Reading with Council at a regular meeting.
- March 7, 2023 – If adopted on First Reading, Second Reading would

By passing the ordinance in February, Council would create a new Solid Waste Collection Service Program. Service would expect to start 12-18 months after the contract was signed.

Administrative Fee Highlights

The proposed Residential Solid Waste Collection Program includes an Administrative Fee.

Cities imposing new fees are required to demonstrate a clear connection between program costs incurred by the City and the subject of the fee. The purpose of a fee is to defray the cost of providing a service to the community.

The Residential Solid Waste Collection Administrative Fee Study is attached for further details on anticipated revenues, costs, methodology, and peer community case studies.

Fee Components

To deliver on the City's role in administering the contract, there are four primary elements that are needed, see **Table 1**.

Table 1. City Roles in Administering the new Residential Solid Waste Collection Program (more details are included in the Administrative Fee Study):

Need	Key Activities
Program Management	Contract administration, performance reviews, transition support for community, grant management, lead contract renewals, staff supervision
Customer service	Answering questions from public, support billing escalation and tracking, ready customer service software/develop tools, records retention
Compliance	Investigate complaints, check HOA compliance, check variances, enforce contract and code, ready software/develop tools
Education, Outreach, and Program Support	Collateral review, community communications and education, HOA specific communications, recycling and yard waste education, program communications

To deliver on these roles, the following estimated costs include outreach and communication, tools and materials, and staffing. Peer communities shared that start-up and transition phases (end of one contract and start-up of a new contract) require a larger staffing level to ensure quality customer service, smooth transitions for residents, an effective and efficient purchasing process, and to communicate and educate the community on coming changes.

The estimates shown in the table below represent a summary of the range of anticipated program costs and number of full-time equivalent staff (FTE). A contingency of 5% has been added to overall costs to allow for inflation and unforeseen expenses. As negotiations are ongoing, these costs are being refined by the project team and may be updated in advance of the Council Finance Committee.

Table 2. Costs to the City for the new Residential Solid Waste Collection Program. Note: Transition expenses are included in these annualized expenses but are averaged over the contract term (when the City will receive revenue):

Cost description	Annual cost range (low) Assumes 2 FTE	Annual cost range (high) Assumes 4FTE
Outreach and communications	\$31k	\$31k
Tools and materials	\$59k	\$59k
Mileage	\$3k	\$3k
Staffing	\$243k	\$448k
Contingency	\$17k	\$27k
Total Cost	\$353k	\$568k

Methodology for Fee Calculation

Key drivers of the administrative fee necessary to break even within the 5-year contract term:

- The staffing level required to support the program.
- Repayment period
- Number of contributing households

Staffing: The transition from a licensed system (which requires less than 0.25 FTE) to a new contracted system will require additional resources, including staffing. **Table 2** includes the estimated need of 2 to 4 FTE.

Repayment period: The repayment period for the costs shown in Table 2 has been aligned with the contract term.

Number of contributing households: Staff has done extensive work to size the range of in-scope households. This includes GIS mapping and analysis and HOA identification. The number of households will be clear by the service start date but are modeled as a range based on best information available at this time.
Fee

Further clarity in the future: As the number of households and the necessary program costs become clear over time, the administrative fee may be adjusted to meet the goal of covering the program costs but not substantially accruing funds over time.

Recommended Fee Range

The estimated fee ranges from \$.65 to \$1.35. A conservative approach to the fee helps to minimize risk of a lower number of households being in-scope or higher program costs. **Table 3** below illustrates the range of administrative fee minimums.

Staff is recommending setting the administrative fee at \$1.35 per household per month, as this will allow revenue to cover anticipated program costs over the term of the contract. Staff will review all fee drivers at least annually and prior to service start date to determine if a change to the fee is warranted. Changes to the fee would require formal Council action by resolution or ordinance.

Table 3. Minimum administrative fee levels for different levels of staffing and numbers of households:

Admin Fee Minimums			
2023-2029 (5-yr contract + start-up)			
	Number of Households		
Staffing	35,500	40,500	45,500
2 FTE	\$0.85	\$0.75	\$0.65
4 FTE	\$1.35	\$1.20	\$1.05

Requested Appropriation

An appropriation of \$107,251 from the General Fund is requested to support the 2023 portion of the start-up phase of the Residential Solid Waste Collection Program. This appropriation amount supports both 2 FTE and 4 FTE scenarios modeled, as only 2 FTE are scheduled for program startup, i.e., additional staffing would be added after service starts. The funding appropriated for 2023 startup costs will be repaid from administrative fees once they begin to be collected ensuring that the City is not subsidizing the cost of this service.

GENERAL DIRECTION SOUGHT AND SPECIFIC QUESTIONS TO BE ANSWERED

1. Does Council Finance Committee have feedback about the recommended administrative fee of no greater than \$1.35/household/month?
2. Does Council Finance Committee have feedback about the appropriation request of \$107,251 from the General Fund in 2023 to support the start-up phase of the Residential Solid Waste Collection Program?

DISCUSSION / NEXT STEPS

Julie Pignataro; throughout this whole program, I have been so impressed with your department and your research and the way you have provided all information – Bravo. I am fine with both questions. Do we know what the price range is for a single-family home?

Trash Cart Size	% of Homes	Trash + Recycling Only				Trash + Recycling + Yard Trimmings				Trash + Recycling + Yard Trimmings + Bulky Items			
		Current	Contract	\$ Change	% Change	Current	Contract	\$ Change	% Change	Current	Contract	\$ Change	% Change
XS	0.5%	\$15.93	\$11.10	\$ (4.83)	-30%	\$33.10	\$11.10	\$ (22.00)	-66%	\$39.35	\$11.10	\$ (28.25)	-72%
Small	43%	\$18.18	\$12.85	\$ (5.33)	-29%	\$35.35	\$17.85	\$ (17.50)	-50%	\$41.18	\$17.85	\$ (23.33)	-57%
Med	41%	\$32.09	\$29.60	\$ (2.49)	-8%	\$49.26	\$34.60	\$ (14.66)	-30%	\$55.10	\$34.60	\$ (20.50)	-37%
Large	15%	\$42.32	\$46.35	\$ 4.03	10%	\$59.49	\$51.35	\$ (8.14)	-14%	\$65.33	\$51.35	\$ (13.98)	-21%
XL	n/a	n/a	\$96.60			n/a	\$101.60			n/a	\$101.60		

In an apples-to-apples comparison of services, the contracted price offers significant price savings for almost all households

	City's Contracted Hauling	Larimer County infrastructure contract
Company awarded	Republic	Republic
Scope of work	Residential hauling	Infrastructure construction and operation (landfill, transfer station, recycling center)
Length of contract	5 years from service start date	40 years (transfer station, recycle center) 100+ years (landfill)

The City's purchasing process for residential hauling is completely separate from the County's purchasing process for infrastructure construction and operation

Monthly Service price

- XS cart service (16 gallons): \$11.10
 - S cart service (35 gallons): \$17.85
 - M cart service (65 gallons): \$34.60
 - L cart service (95 gallons): \$51.35
 - XL cart service (2 x 95 gallons carts): \$101.60
(prices incl. City Admin Fee)
- Services included: trash, every-other-week recycling, yard trimmings, 2 bulky items / year
 - Service start date: 9/30/24
 - Contract length: 5 years from service start date
 - Opt-out fee: \$11.10 / month
 - Sustainable Vehicles: 1 EV, all new vehicles will run on natural gas from landfills etc.
 - Weekly recycling: available for \$1.25 more / mo (Council decision)
 - If opting out of yard trimmings: bill reduced \$5 / mo (except XS service)
 - Contractor provides billing and dedicated local customer service reps
 - HOAs w contracts that comply w Pay-As-You-Throw requirements exempted

Trash Cart Size	Admin fee	Trash + Recycle only		With Yard Trimmings	
		Contract Service price	Admin fee as percent of price	Contract Service price	Admin fee as percent of price
XS	1.35	\$11.10	12%	\$11.10	12%
Small	1.35	\$12.85	11%	\$17.85	8%
Med	1.35	\$29.60	5%	\$34.60	4%
Large	1.35	\$46.35	3%	\$51.35	3%
XL	1.35	\$96.60	1%	\$101.60	1%

Lindsay Ex; we just completed the contract a few hours ago – the background slides (see above) were created after the packets went out.

Julie Pignataro; are the fees on top of or included in these amounts?

Kira Beckham; the fees are included in those amounts.

Emily Francis; I am a yes to both of the questions in front of us. Such great work – the study and analysis. I think it is a nominal fee.

Kelly Ohlson; yes to both – I want to echo the quality of the work
1986 prices would most likely go down – these numbers presented exceeded my expectations.

Historically every staff member and consultants have agreed with me on the road to zero waste.
It was a compromise about the HOA thing, but the commitment was made by staff that HOAs would have to comply with the pay as you throw.

If there a commitment from staff that we will eliminate the gaming of the system – what happens is people get bigger carts for a cheaper price than the rest of Fort Collins. That flies in the face of the Climate and the Pay as You Throw programs and of the solid waste and recycling. Most HOAs receive bigger carts for a cheaper price. Do I have a commitment from the organization that you are serious about the compliance, and they will not be exempt from this program?

Kira Beckham; we are absolutely committed to compliance on the HOA front. If this is adopted, one of the first things we are going to tackle after our discussions with you in July is to look at existing contracts and making sure those are adjusted to accommodate the pay as you throw requirements.

I think you have staff's full commitment – across the board for HOAs.

Kelly Ohlson; this isn't easy work, but this is great work and I look forward to it coming to us.

MINUTES

CITY OF FORT COLLINS • BOARDS AND COMMISSIONS



ECONOMIC ADVISORY COMMISSION

TYPE OF MEETING – REGULAR

April 20, 2022 4:00 – 6:00 pm
Via Zoom

1. CALL TO ORDER

4:07 pm

2. ROLL CALL

- List of Board Members Present
 - John Parks
 - Renee Walkup
 - Thierry Dossou
 - Blake Naughton
 - Denny Coleman
 - Aric Light
 - Mistene Nugent
 - Jeff Havens
 - Brauilo Rojas
- List of Board Members Absent – Excused or Unexcused, if no contact with Chair has been made.
- List of Staff Members Present
 - Josh Birks, Staff Liaison and Director, Economic Sustainability
 - Sylvia Tatman-Burruss, Sr Project Manager
 - Caroline Mitchell, Manager, Waste Reduction & Recycling
 - Kira Beckham, Lead Specialist

3. AGENDA REVIEW

- No changes

4. CITIZEN PARTICIPATION

- N/A

5. APPROVAL OF MINUTES

- No changes-minutes approved

6. NEW BUSINESS

MINUTES

CITY OF FORT COLLINS • BOARDS AND COMMISSIONS



NATURAL RESOURCES ADVISORY BOARD

TYPE OF MEETING – REGULAR

- **Curbside Trash and Recycling Contract**

- Presentation – Sylvia Tatman-Burruss, Sr. Project Manager; Caroline Mitchell, Manager, Waste Reduction & Recycling; and Kira Beckham, Lead Specialist.
- Gave overall update and provided information about the types of systems, engagement conducted, results, and next steps.
- The City is currently operating under an open market with licensing. A contracted system is being considered. It would apply to single family homes and small (seven or fewer units) multifamily complexes. It would not apply to businesses, large multifamily complexes, or construction sites. It might apply to HOAs. A contracted system was also considered in 1998 and 2008. Contracted systems are common throughout many communities.
- Benefits include fewer trucks (one truck equals 1,300 personal passenger vehicles), improved air quality, lower truck emissions, improved customer service, access to uniform pricing, more recycling options, and composting options.
- Some disadvantages include an opt-out fee to choose your own hauler, perspectives about the ideal role of government, shift to administrative role of the City organization, and logistics of a districting approach.
- Some things that will stay the same include volume-based pricing for trash, recycling bundled with trash for no additional charge, and the opt-in option for yard trimming collection.
- Things that can still be achieved by a licensed system or contract system are increased composting, advancing Council priorities, and accelerated composting.
- Things that can only be achieved by a contracted system include three categories:
 - Fewer trucks in neighborhoods
 - Street maintenance savings, improved aesthetics, less noise, one day of service, increased safety, reduced greenhouse gas emissions, and improved air quality.
 - Pricing
 - Predictable consistency pricing across the community and potential service cost reduction due to efficiencies of servicing every home on street

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CITY OF FORT COLLINS • BOARDS AND COMMISSIONS



NATURAL RESOURCES ADVISORY BOARD

TYPE OF MEETING – REGULAR

- Customer service and equity
 - Leverage for customer service requirements (metrics and penalties for non-compliance), and enhanced equity in service (low-income programs and increased accessibility)
- Engagement
 - Who: community members, haulers, Chamber of Commerce, Downtown Development Authority, Natural Resources Advisory Board, and environmental groups.
 - How: community conversations, 1,300 responses on a questionnaire, presentations to groups, newsletters, radio advertisements, press releases, and newspaper articles.
 - Focus: goals for a contracted system, concerns for a contracted system, and priorities for a trash/recycling hauler.
- Feedback:
 - Goals included fewer trucks, affordable equitable pricing, improved or maintain customer service, and increased yard trimming collection
 - Concerns included pricing, decrease in service levels, perception of monopoly, lack of competition, lack of choice, being stuck with unwanted service provider, and impact to haulers and their employees if not selected.
 - Priorities included consistent reliable service, affordable pricing, responsive customer service, service options to fit the households needs, options for yard trimmings and compost collection.
 - Existing haulers were supportive of contracting or continued licensing system. The new hauler prefers the licensing system.
- Next steps include community engagement about details of the contracted service and another Council work session.
- **Discussion – Board**
 - **Q (Renee)** Was this presentation given to Council yet?
 - **A (Caroline)** This presentation was shared on April 12th. It is still in the early stages of the project and was a check in at a high level to see if we should continue. Council did agree to continue so now we are getting ready to prepare for the detailed elements.
 - **Q (Jeff)** Have you gotten to the point where you would know cost per

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NATURAL RESOURCES ADVISORY BOARD

TYPE OF MEETING – REGULAR

household?

- **A (Caroline)** No, we have examples of cost of service from other peer communities that have contracts. In Fort Collins it will be based on what services we would request as a community. For example, what type of yard trimming collection service would you have and would it be an opt-in or opt-out. Cost per service is less the more across the community, however you have less choice then. Those are some of the details we will be talking through with folks and that would impact pricing.
- **Comment (Jeff)** I contracted with a composting service for several months. I stopped doing it because the price was not justified for the amount of good I was doing for the planet. If it is uniform thing where everyone can have it, the economy should be able to justify doing it.
- **Comment (Caroline)** We are limited on food scrap infrastructure right now, so we are looking at yard trimmings right now. Once composting comes available, we could combine it in the same bin.
- **Comment (Denny)** My former community went through this. During research everyone was upset, yet once it was implemented nobody said anything. Cost went down, service was quality, and prices got better. I think it is a great direction. I would love to have the opportunity to have yard waste pick up.
- **Q (Mistene)** Can you provide what the feedback was on the community survey?
 - **A (Caroline)** The initial survey that went out was focused broadly on goals, concerns, and what they would look for in a hauler. This is a summary of themes we heard from residence from engagement on those broad topics. This is a topic that riles people up, so the same trajectory that Denny shared, is the same they have seen in most communities. We are starting to hear more feedback around concern on choice, separate from this survey.
 - **Q (Mistene)** Is the majoring for or against it?
 - **A (Sylvia)** A lot of feedback the City Manager's Office and on City Council forms is people are struggling with the issue of choice. Not getting hundreds, but still getting some. At the same time, we usually don't hear from people that are in support of something. The people that are in support of it have been asking some thoughtful questions on impact and implementation.
 - **Comment (Mistene)** Our HOA is contracted, and we love it.

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NATURAL RESOURCES ADVISORY BOARD

TYPE OF MEETING – REGULAR

- **Q (Brauillo)** Clarification, is this for compost or trash in general?
 - **A (Caroline)** It would apply to all curbside services for single family homes, so trash, recycling, and compost.
- **Q (Brauillo)** Can you clarify what benefit we are losing?
 - **A (Caroline)** Primarily the ability to choose your hauler for trash and recycling services. Community members could still choose their haulers but if they chose someone different, then they would have to pay an opt-out fee.
- **Q (Brauillo)** Have you heard feedback from the current providers; are they okay with this new approach?
 - **A (Caroline)** The three existing service providers would support either system. They are all nationally owned, so they are used to getting these types of contracts and providing services in Colorado. There is a new hauler who is open to start service in May in Fort Collins. They are strongly against this new system, waging more of an organized campaign to solicit negative feedback to Council as it doesn't fit their business plan.
- **Q (Brauillo)** How can a contracted service procure the same or better prices than an open market?
 - **A (Caroline)** There is a significant change in efficiency. In the hauling market, you are paying for fixed costs like the cost of the truck, driver, and insurance. In the industry the most expensive thing is windshield time, which is the amount of time to get from one customer to the next. You must build those fixed costs into that amount of windshield time. If you have one or two customers on a street, you must build those fixed costs into those two customers. If you have a whole street of customers, you can build those fixed costs among more households. It is less expensive for one hauler to service everyone on a whole block vs a couple around town. Another element is the purchasing process. The City puts together a request for proposals where we outline the kinds of services we would like. Then the haulers draft proposals on how they would provide those services and pricing they would offer. They compete on a community wide level vs a house by house. You can see that pricing reflected in HOAs that already contract for service. You tend to see lower rates in the same community, with the same hauler, and same service than an open market.
 - **Q (Brailo)** Would the city be setting the price?

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NATURAL RESOURCES ADVISORY BOARD

TYPE OF MEETING – REGULAR

- **A (Caroline)** The price would be fixed through the contract in the negotiation. We would have to come to an agreement on what price would be and be controlled around situations. We would be able to change the length of a contract.
- **Q (Braulio)** Regarding your argument that traffic/number of trucks will decrease, do you have that measured and documented? People will want to see numbers.
 - **A (Caroline)** We have those baselines from 2008 and 1998 studies in Fort Collins. We are updating all of those to current day numbers. For instance, in 2008 it was identified that there would be a \$170,000/year savings on road maintenance due to less trucks on the road. We are updating those and other numbers.
- **Comment (Jeff)** It is basically an objective fact that people complain more than compliment. It is normal to get more negative community feedback than positive feedback
- **Q (Jeff)** Is it a requirement that you give an opt out option or could the City just say this is the way it is?
 - **A (Caroline)** it is required by Colorado State Law that residences are given the option to opt-out but allows for an opt out fee. One of the learnings from peer communities is that the price point for the opt-out fee ranges from \$2.50 to the smallest level of priced service. The price point of the opt-out fee has impacted how many residences opt-out.
 - **Q (Jeff)** So the City gets to decide how much the opt-out fee is?
 - **A (Caroline)** Yes.
 - **Comment (Jeff)** I advocate for a high one.
- **Q (Aric)** What resources would be required from the City to operate this system and are they different then resources we are already dedicating to hauling?
 - **A (Caroline)** It depends on what elements the City would provide because some elements like customer service and billing, can be provided by the City or hauler. If the hauler provides those services, then part of the base fee goes to the haulers. If the City provides those services, the City would need to staff up and a portion of that bill would come to the City. Those are some of the decisions we will be making as we dive into more details. It will take more resources than we have now but not dramatically, as we already have Waste Reduction & Recycling staff.

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NATURAL RESOURCES ADVISORY BOARD

TYPE OF MEETING – REGULAR

- **Q (Aric)** Do we have a sense of average prices?
 - **A (Kira)** We want to do a pricing study that would look at invoices of people across the community, so we can get an idea of what people are paying for like haulers and like services. This would give us the range of pricing for equal services. We would also be able to see any trends or dynamics of who might be paying more and links to why. There are elements we are still researching. One of the peer communities noted a benefit in uniform pricing across the community, which is a goal for us. We need to dial in on ranges and what might be driving them.
 - **Q (Aric)** Would that happen before a decision is made to move to a contracted system?
 - **A (Kira)** I think so. It could also give us a baseline of where we are today and as we start looking at services offered, how much we would want to take the prices up compared to the weight of the benefit from that service. Making sure that the increase in price is reasonable to the benefit.
 - **Comment (Caroline)** If anyone is willing here, part of that is going to be collecting bills from community members. In an open market it often varies house by house. In another community we spoke with, they had two neighbors with the same haulers and service, and their bills were different.
- **Comment (Kira)** In regard to the question earlier about people being for or against, one community letter we received was from an HOA in our community that said they welcome this change for the broader community as they have realized many benefits from this type of system in their neighborhood. Some of those benefits included safety, pricing, service, and reduction in noise and pollution. They were excited for the rest of the City to experience it.
- **Q (John)** What is the impact overall on amount of trash collected? We don't currently get feedback from haulers when there are contaminations in recycling bins or things we don't do right. Is this due to the open market system we have and what would the impacts be of a contracted system on our diversion plans?
 - **A (Caroline)** The contracted system is one way to achieve progress in our diversion, but not the only way. There are more benefits in the pricing, street cost savings, emissions, fewer trucks, and consolidated services. The biggest opportunity for diversion in single family homes

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is additional composting. Fort Collins diversion rate is 29%. The national average is 34%. We are not as low as some communities Colorado but still not at the national average. Loveland has more than 50% because of the additional organics composting they are engaged in. That could be achieved in either system. It is still possible to add more with a licensed system. A big win would be recycling in correct bins, yard trimmings, and food composting.

- **Q (John) Could you clarify the data point how many cars per trucks?**
 - **A (Caroline)** The 2008 study stated one trash truck per 1,300 passenger cars. The thing to remember is that every time a hauler services, it comes down the street twice, once in each direction. In curbside, if you have a three-cart system, each hauler drives each side 3 times. Then multiply that by the number of haulers in the community; that is where the wear and tear adds up.
 - **Comment (Sylvia)** We are working with consultants who are updating the 2008 numbers. One thing to mention is even in a licensed system, there could be a fee added for maintenance of streets because it is a large cost. That is something we are also looking at and something Council would need to decide on. It is not currently rolled into our license system but could be part of additional requirements if Council decides to stay in the licensed system.
 - **Q (Renee)** Is the estimate of \$170,000 for road maintenance also 2008 numbers?
 - **A (Sylvia)** Yes.
 - **Comment (Renee)** So those numbers could have tripled by now.
- **Q (Renee)** Is it conceivable that with four providers the City could end up with one or two and then the other providers would not have business?
 - **A (Caroline)** One decision point would be how many haulers would have a contract. There would be one hauler per district, but the decision point is how many districts are there in the community? If there was a situation where we had two districts, we would run purchasing processes separate for each. It is possible where you could have different haulers in two different districts, but also possible a service provider would not get a contract. It feels more black and white than it is. Reality is that a service provider could lose customers they service, but there would be a 12 to 18-month transition period so it is possible they would not have to shift much staffing. They also service many sectors of the community including multifamily

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complexes, businesses and HOA's with already established contracts and even communities outside of Fort Collins. Multifamily complexes and commercial services have a much higher profit margin. In Colorado you cannot contract for those services. It would be different for the new smaller hauler because they do not offer commercial or multifamily services. They would have to shift their business plan to include those sectors or areas outside of Fort Collins.

- **Q (John)** What would you need from us as a board? I do think this is a great idea just on environment benefits.
 - **A (Sylvia)** We are looking to go to a staff recommendation on July 12th. It might be helpful to get closer to that date so you can get more information.
 - **Comment (Josh)** Historically it would be at a time when it makes sense as a board to weigh in, typically in memo form, but we will see what Council would prefer going forward. Don't lose sight of some of the feedback that was given tonight. At least one Board Member expressed wanting to see the opt-out fee high. The logic is the uniformity and consistence are the benefit, if you make the opt-out fee low, you are not really changing the system and losing some of those benefits. Price right to allow opt-out but only to those who are adamite.
 - **Comment (Renee)** I also am supportive that the benefits outweigh the negatives. However, we are talking about a whole city with a lot of people changing behavior and changed behavior is not embraced. My recommendation is to get some current data; get information on safety or incidents that have happened. Be well armed for community members that don't want to do this.
 - **Comment (Braulo)** This issue is important and relevant. As a board we can let you know this is issue is important and we care about it. We would like to see something before it goes to City Council that includes more detail. What are we gaining and potentially losing. We are not in a position to recommend anything, but we want to have an option at the time the issue comes to City Council or higher positions.
- **Q (John)** John asked how the EAB can share its trash bills with staff when the time comes.
 - **A (Sylvia)** We are looking at how we will be collecting those and protecting privacy then we can reach back out to the Board and make a formal request. We will also plan on starting with City staff, see how many we can get, and go from there.

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- **Comment (Josh)** When the team is ready to collect data, they can reach out to me and I can send out instructions to the Board.
- **Q (Denny)** When do you think you will be ready for recommendation from the Board?
 - **A (Josh)** July 12th is the staff recommendation. The board will see this again no later than the June meeting and then may be prepared to make a formal statement. I will keep an eye on this topic. I would say more of a formal motion of support when you have clarity on what the recommendations could be.
- **Comment (Renee)** Many of us take this for granted. If I were a sanitation company or owner, I could see the benefits. I agree with Caroline about the newer company and how it could be more challenging but who knows. It is important as we see a lot of carriers that don't pick up all the trash and let it blow around. There is a lot to think about, but I think we will hold off on a final decision today.

7. UNFINISHED BUSINESS

• Nominations for Officer Positions

- Brauilo motioned and Blake seconded Renee as Chair. Passed unanimously 8-0.
- Brauilo motioned and Blake seconded John as Vice Chair. Pass unanimously 8-0.
- **Comment (Jeff)** Right now it seems the Boards gets information about things that are already decided vs being able to offer educated advice to the City and Council.
 - **Comment (Renee)** It has been a disruptive couple of years, and I think we might have gotten more done before the pandemic. Josh, John, and I meet every month to discuss the agenda for the next meeting. If you have ideas on topics, please let us know.
 - **Comment (John)** We can make sure our timing is correct with policies and get information at a time when we can give feedback and influence change vs after it is already decided.
- **Q (Mistene)** Are our agendas truly a blank slate or are we limited on what is on City Council's agenda?
 - **A (Josh)** I think you are empowered to lean in on tips that are of interest, but I think Council's bandwidth tends to be limited, so

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CITY OF FORT COLLINS • BOARDS AND COMMISSIONS



ECONOMIC ADVISORY COMMISSION

TYPE OF MEETING – REGULAR

June 15, 2022 4:00 – 6:00 pm
Via Zoom

1. CALL TO ORDER

4:07 pm

2. ROLL CALL

- List of Board Members Present
 - Renee Walkup
 - Blake Naughton
 - Aric Light
 - Mistene Nugent
 - John Parks
 - Thierry Dossou
- List of Board Members Absent – Excused or Unexcused, if no contact with Chair has been made.
 - Brauilo Rajoas
 - Denny Coleman
 - Jeff Havens
- List of Staff Members Present
 - Shannon Hein, Acting Staff Liaison, Economic Sustainability
 - Kellie Falbo, Executive Director, Sustainable Living Association
 - Dustin Spears, Program Assistant, Sustainable Living Association
 - Pete Iengo, Community Engagement, Utilities
 - Javier Echeverria Diaz, Sr Analyst, Finance
 - Sylvia Tatman-Burruss, Sr Project Manager, City Manager's Office

3. AGENDA REVIEW

- No changes

4. CITIZEN PARTICIPATION

- N/A

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ECONOMIC ADVISORY COMMISSION

TYPE OF MEETING – REGULAR

interested in supporting some initiatives.

- **A (Kellie)** I submitted two different rounds of grant proposals to their newest program, and we did not get funded either time. I think I could keep massaging. It is a hefty application.
- **Q (Renee)** Has someone contact [REDACTED] and put a bug in her ear about it? I know it is not her decision but its her company so maybe there is a personal relationship that can be worked?
- **A (Kellie)** I do have an opportunity to further that along. We will be strategic. The health benefit is part of our grant with the EPA, specifically around air quality and reducing CO2 emissions. Air quality is just one component of sustainability, but it is a very valuable one.
- **Comment (Kellie)** On our webpage there is a page for this program. You can go through all our reports, and you can see just about anything. If you want something specific let me know.

- **Single Family Trash, Recycling, and Compost Contracting**

- Presentation from Sylvia Tatman-Burruss.
- This fits into our adopted plans and it is a Council priority. It is part of Our Climate Future and the big move zero waste neighborhoods that creates a zero-waste system in the City plans and part of the City Strategic plan.
- There are multiple types of systems. Pure open markets do not have regulations. Open market with licensing, which is how the City is currently operating. It requires haulers to be licensed with the City. In Fort Collins, we currently require recycling to be bundled with trash services. There are some things that can be required under a licensed system but essentially still open because the haulers can operate on the same street. HOAs can opt into a contract where their trash is paid through their HOA dues.
- The City is looking at a contracted system. Multiple municipalities have gone to this type of system. It is done through a competitive RFP process. It could be for multiple haulers within a districted system or one hauler. A lot of communities our size go with one hauler. This is different from a municipal hauling system. Loveland is the closest community that has municipal hauling.
- Fewer trucks in the neighborhoods is one of the elements that is specifically addressed by contracting. Neighborhood HOAs that contract would likely stay the same.

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- **Q (Mistene)** Will you allow the HOA's to continue as they are?
 - **A (Sylvia)** That will be a conversation with Council. That is one option. It is one we are leaning towards because a lot of peer communities do that, and it can be contentious for neighborhoods that want to stay with their hauler that already have a contract.
 - **Q (Mistene)** So haulers with HOA contracts would be grandfathered in?
 - **A (Sylvia)** They could be. We will discuss it with council. They could continue their current contract. We could require them to come onto the City's contract once theirs is over, so they won't be penalized for breaking a contract. We could essentially allow them to be grandfathered in and just stay with their contract. We would hope that we could incentivize them into the City's contract by the economy of scale and that it would be cheaper for them to come on with the City.
- **Q (Renee)** Would the HOA just pay the City?
 - **A (Sylvia)** It could be individuals, or we could work with the hauler. That is something we would need to figure out depending on which way Council wants to go.
- **Presentation** There could also be predictable pricing. There probably would be escalations or ways they could increase pricing for things like gas or changes we don't have control over, but it would be more predictable. Equity and customer service is something that would also be addressed with a contract. There could be a low-income program. We could also require a valet service for people who qualify for the driver to go get their bin and bring it to the curb and then back.
- The contract would only apply to single family homes, duplexes, townhomes, condos, and multifamily complexes of 7 units or fewer. That is a State law requirement that it cannot apply to multifamily complexes of 8 or more, businesses, construction sites or industrial. We might be able to offer it to them if they want to opt in. Contracts may apply to HOAs that are contracted for trash and recycling services now.
- **Q (Mistene)** What is the rationale for the exclusions.
 - **A (Sylvia)** That is State law that it can only apply to single family homes. We could offer it to them if they want it. Haulers get a lot of revenue from those, so I think the State wants to protect those industries.
 - **Q (Mistene)** Do you have any information on what year that law was

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passed?

- **A (Sylvia)** I am sure Caroline does but that is something I can find out for you. I am not sure if trash contracting was always allowed. I think that has changed to allow municipalities to do what we are trying to do. I am not sure on the history of it.
- **Presentation** We did studies for the waste truck impacts in terms of road maintenance, greenhouse gas emissions, noise, and safety. Our current system is costing the maintenance fund and community around one million dollars. A hauler truck is about the equivalent of 1200 cars on a street if they are at legal weight.
- **Q (Renee) So one trip is 1200 cars?**
 - **A (Sylvia)** Yes so you can imagine if there are three haulers on one street picking up trash, recycling, and maybe yard waste every week, that is where the impact is coming from. These are some general numbers from the impacts on our roads. We could get more specific but if you were to move up to more haulers, that could increase. If we go with one hauler in the contracted system, we will get to a much smaller number around \$300k instead.
- **Comment (Renee)** I didn't see these numbers on the slide and would recommend you relay that information to Council in writing.
 - **Comment (Sylvia)** There is a slide coming up with those numbers.
 - **Comment (Renee)** That is what is costing us money, it's the damage on the streets.
- **Presentation** We also did a pricing study, we know that our neighbor could be paying a different price for the same service with the same hauler. We collected bills from employees of the City and then the community. We are still doing the data but the range for the small cart is \$10-16/month. We learned that the \$10 is from the new hauler Mountain High and we think they have that price set to start trying to get in the market share, but they would likely raise that to be more average. The \$16 is from our more established haulers.
- **Q (Mistene)** So the smallest size is the ones you buy at Home Depot, not the ones the haulers provide?
 - **A (Sylvia)** 32 Gallons is the smallest size you see. 96 gallons is the big size that you see that the recycling bins also are.
- **Presentation** The \$23-36/month is for the mid-size and the larger size is

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\$20-45/month. Now most people pay these as a quarterly payment. Yard waste is only offered by one hauler and that is \$13-18/month.

- **Q (John)** Did you get a decent number of bills?
 - **A (Sylvia)** We did get a decent number. We received a lot from employees and then the public. I don't know the exact number, but it does give us a good range and understanding for the RFP.
- **Presentation** These numbers are going to be compared to a single hauler with diesel trucks. Annual maintenance costs would save us more than \$600K. Green house gasses would decrease by 1200 for MTCO_{2e}. A benefit to the contracted system is the ability to require things like compressed natural gas or electric vehicles, which would then save more. The large nationally owned haulers are better able to do that.
- **Q (Mistene)** Is there a concern at the City level if they are a "small guy"?
 - **A (Sylvia)** It is interesting timing for this process because pretty much all the haulers that operate now are nationally owned. Even the new hauler is technically not locally owned. Their company is run out of Kansas City. There isn't necessarily a small guy.
 - **Q (Renee)** What about Ram?
 - **A (Sylvia)** I don't believe they are, but Caroline would know. I believe part of the timing is that there are not longer any of those small local haulers. They are accustomed to these RFPs and contracted systems. I think last time Gallegos was struggling with this because they were a local hauler, but they were bought out by Republic.
- **Presentation** We are also looking at elements like noise reduction and even more if we require electric. Safety increases in neighborhoods due to less trucks. Again, there is the figure of one truck at the normal allowance of legal weight is equivalent to 1,250 cars. A lot of the trucks weight a lot higher than that.
- **Comment (Renee)** If you multiple that by three for the waste, recycling and possible yard waste over two hours that is on one street...
- **Q (John)** and they must go down both sides of the street. Is 1,250 when the truck is full or at its average weight?
 - **A (Sylvia)** I would need to look but believe it is average, not full, or empty. It also depends on the cars as well, are you looking at a smart car or truck? I think it is the average overall.
 - **Comment (John)** It would be nice to have that for Council.

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- **Comment (Sylvia)** We do have the reports from a third-party company in the packets for them. There would probably still be those three trucks going down the street every week each side because of the three different services but you won't have to multiple that by three or four haulers. They currently must go down the street even if there is one person being serviced.
- **Q (Renee)** I know this portion has not been presented to Council yet, but have you gotten any idea as to appetite on Council's idea?
 - **A (Sylvia)** Because it is a priority of theirs, they have said we want to do trash contracting. This is not a staff led effort, it is Council telling us to do it. That is part of the messaging in the community too as to why we are doing it now. They see the benefit of it and want to get it done within their term and to get it done right.
- **Presentation** Some other potential benefits include a yard waste opt in. We get about 15% of residential yard waste that is already being diverted. If we do a spring and fall pick up, assuming 50-60% of residential waste could be diverted we would see a 5-6% reduction in waste emission. If it is bundled, which is what we are recommending, assuming 85-90% could be diverted, we could see a 9-10% reduction in waste emissions. There is not a lot of people getting yard waste.
- **Comment (John)** It would be nice to have the bundled option because I have neighbors who want it but don't want to spend the extra money.
 - **Comment (Sylvia)** We would hope that with the economies of scale, for the RFP process and it being City wide, you would get the price reduction in trash services so the yard waste could then be added at a lower rate than what people are currently paying.
- **Presentation** Food scraps is a future program as we don't have the infrastructure for large scale composting in the region. I think Boulder might have the ability but that is too far. It is in the works and once it comes online, we could include it in the next contract as part of the service.
- **Q (Renee) what kind of composting, only certain foods?**
 - **A (Sylvia)** It would depend on the facility and how they break it down. In communities in Seattle, you can put everything in there and if it ends up in your trash you can be fined. That is not something we could offer this round, but we could get 75% effectiveness we could see an 8% reduction in waste emissions if everyone has the option to divert their food scraps.

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- **Presentation** With a contracted system you can have a base and then work off it as other services become available like electric vehicles and food scraps. It would also help air quality because of the methane that comes off it.
- **Comment (John)** Methane from landfills is a concern, but in our arid climate it is not as big as in a humid climate. The methanogens need an anerobic environment to do their thing, which is when they are wet. It makes me wonder just thinking about total volume waste diversion might be another useful metric.
- **Comment (Sylvia)** We threw it out there since it is not something we can do right now but that is something we could say as a future savings benefit.
- **Comment (Mistene)** I don't see anything on recycling specifically.
 - **Comment (Sylvia)** That is because we already require it.
- **Q (Mistene)** Does anyone have any feel for recycling from a market standpoint on if its really happening right now?
 - **A (Sylvia)** That would be a great question for Caroline as she has a better understanding of how much is getting recycled and where.
 - **Comment (Mistene)** We were at Taste of Fort Collins and there were not recycling bins, so my guess is it is not happening.
 - **Comment (John)** There was a recent study in the Guardian that said in the US 5% of plastics are getting recycled. There was also a recent bill passed at the state level that the producers are responsible for recycling. I am not sure how that will play into the full question, but it will take the burden off the municipalities and put it on the producers.
 - **Comment (Renee)** My husband volunteers at the recycling center and he reports numbers about it. He was telling me how cardboard is profitable, and plastic is not. He knew some of the numbers of what they get back vs what is costing them. Most of it costs the City money, but some of it doesn't. I don't know the numbers, but they are available.
 - **Comment (Mistene)** It also changes with the market right now. I used to work at a paper shredding company and sometimes they would make more money recycling the paper but sometimes they didn't, and it would go to the trash.
 - **Comment (Renee)** The critical thing is where is the contamination? Let's say its cardboard and its highly profitable and then someone

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throws a greasy pizza box in there, it can mess up the equipment. I don't know what happens to everything, but they can take trips to the processing plants and see how it can mess up the machines and wholesale product. What makes me crazy is I look in the recycling bins and anything is in there.

- **Comment (Mistene)** I have teenagers in my house, and it happens to me too.
- **Comment (John)** That is something I would like to see come out of this is more of an educational piece. I get the feeling since there is market competition that there is no feedback from the haulers to their customers.
- **Comment (Mistene)** I am skeptical, I think it is just going to the trash. I feel like I put all of my stuff in the recycling bin to make me feel better, but it doesn't matter because nothing is getting recycled.
- **Comment (John)** Republic is using the normal trash trucks to collect recycling.
- **Comment (Mistene)** At least we have the façade because the recycling truck comes by.
- **Comment (Sylvia)** I wish Caroline was here because she is very passionate about this, and she could answer that. We can get that from her because there is something within our licensed system that recyclers and haulers are required to report contamination rates and where it is going. They must go to particular places with the current licensing. Now where it ends up, I am not sure, but we could ask Caroline.
- **Comment (John)** It just seems to me that if there is contracting then they are not concerned about losing customers and they could say this is contaminated we are going to note that to the customer and next time we won't take it or something similar.
- **Comment (Sylvia)** Part of the contracted system is some more control like that. There would be requirements for education, customer service, reporting or etc. more than what we have with the licensed system. We could also get more requirements in the licensed system, but I think you are right that there would be some benefit to contracted and having one hauler.
- **Comment (Renee)** These are national companies so they might be working with cities like Seattle that are more particular and diligent.

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They would know what is accepted and not.

- **Comment (Sylvia)** There are those benefits with national haulers and having the requirements in other communities.
- **Presentation** Haulers that are not awarded a contract would continue to serve commercial, multifamily, and construction site customers. It could continue to service existing HOA contracts. They could shift staff; in the RFP we could require them to hire folks that were laid off. It is not necessarily something we will do. They would also have 12-18 months to plan for the adjustments. Companies like Republic are accustomed to this in other communities. It doesn't mean there isn't an impact on the nationally owned haulers, certainly each one wants the contract. I am sure they might prefer a districted system but there is a lot to that.
- For the RFP we would have these different items that needed to be priced out. Within the RFP we ask for certain things. One of those is pay as you throw which is volume-based, based on the size of your cart. Recycling would also still be bundled with trash. Both are currently required under the licensed system for us. We are required by state law to have an opt out option which would look like an opt out fee. This is so we don't get a bunch of folks opting out and going with a different hauler, because that would defeat the purpose. We are recommending a fee equivalent to the smallest trash cart service cost. These are things recommended to Council, but they could decide something else. That is particularly true in the districted decision. A lot of peer communities our size go with one district and that is for a lot of reasons. Billing is easier because if you have two different haulers you may have to charge a fee to level out the differences in pricing. The City would probably not do billing, it would be the hauler doing the billing. Managing two contracts is also a lot. We would need staff to manage two separate contracts with the different reporting requirements and things like that. We are recommending one district. Council could decide to do something else. I think we could look at an admin fee for reimbursement to fund the contract management. We could have a way or opt in option to offer service multifamily and commercial locations. There would also be requirements for GHG reduction and safety improvements. We are under review for what those percent reduction requirements might be. These are some of the base recommendations we are looking at there are some differences between program options.
- We are recommending package A with the other pieces. We would look at yard timing to be either bundled all year, seasonally, or have an opt in option. Food scraps to be added when infrastructure is available. For bulky waste collection, we don't want people just dumping those items, but we don't want to encourage people to off load a bunch of waste, so we are looking at 1-3

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bulky items per year by request and might have a size limitation.

- **Q (Renee)** So like one sofa per year?
 - **Comment (Mistene)** Our neighborhood does a dumpster for three days following our garage sale
 - **A (Sylvia)** Yes that is one way to do it. I think there is a little bit of concern there if we do it City wide, its different equipment that brings out the dumpster.
 - **Comment (Mistene)** And could you even monitor what is going in the dumpster?
 - **Comment (Sylvia)** Right, it could be great for certain neighborhoods, and we could price out some roll off dumpsters, but it may not fit within out waste reduction goals, and so we are trying to find a middle ground.
- **Presentation (Sylvia)** Carts are a big deal. I think it would cost around \$11 million to buy carts initially. That is typical and could be financed as a fee that folks would pay. It could then go down to a maintenance fee after a certain amount of years. The City would own them, and the hauler would maintain them. That way if you switch haulers in a different contract, you won't have to go pick them all up and redeploy them. You just keep your cart and if you wanted to switch sizes or needed another one, they could do that.
- We would probably look at a low-income program, depending on the price we got back. That would be for people who either qualify for SNAP benefits or some median income percentage. That would be a qualify only program. We would also look at alley and valley services. We do have alleys within Fort Collins, and they are serviced different so we would want to include them. The valet service is for folks with physical impairment that cannot get their cart out to the street.
- **Q (Renee)** So when it's a residential alley, I wouldn't think those vehicles can get in the alleys, are they wide enough.
 - **A (Sylvia)** I think with old town they are serviced by those trash trucks now, but we would want to make sure those are priced into the system. I am not sure how they are serviced now if it's a different truck or someone hops off and manually loads it.
- **Presentation** For HOA's we are recommending them be able to opt in or they can remain on their own contract if they follow our requirements with recycling bundled and volume-based pricing.

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- We have an option B to show Council some differences but there are not many differences between them.
- **Comment (John)** It sounds like it might be nice for us to put together a memo for Council for June 28th.
- **Comment (Sylvia)** The next work session is on July 12th and the regular session is on July 19th. That is basically the resolution that Council uses to have us move forward with the RFP. We would move forward with decision making in December.
- **Comment (Mistene)** It sounds like its not a formal yes or no but we are going to do this. The real decision will be the bundles and options.
- **Comment (Sylvia)** July 12th will be a conversation around priorities and pieces they want. Then they will direct us through the process. They could later decide they don't like any submissions and they are not going to do this or they will do it again. So, the decision to move forward with the RFP process is what we are looking for on July 19th.
- **Q (Mistene)** Are you only submitting the RFP to providers that are already in our market?
 - **A (Sylvia)** No, I don't think so. I think it is required to go out to everyone.
- **Comment (Sylvia)** As a group for you could recommend anything from these things. You could weigh in on whether to move forward with the contract or if you support what we have right now. We could offer our team to come back with any details you might need.
- **Comment (Renee)** Usually as a board we create our recommendation, which is usually in alignment with staff and then we polish it and send it off. We don't have quorum anymore so we can just discuss.
- **Comment (John)** I would support drafting a memo to support the districting/contracting. What is everyone's thoughts
- **Q (Mistene)** I say keep it simple for efficiency for the City. Are you saying districted or one hauler?
 - **A (Sylvia)** So the contract is either districted or one hauler. Contracted is different from licensing. Right now, we are licensed; contracting would be moving to either one hauler or districted. Districted would be potentially 2 or more districts. It is a bit confusing.
 - **Comment (Renee)** I see districting as geographic

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- **Comment (Sylvia)** Yes so it would be breaking up the City into districts.
- **Q (John)** So if we say we support districting that would mean supporting either one hauler or multiple haulers?
 - **A (Sylvia)** It would be more if you say I support a City contracted system and then we either do or do not support districting. Districting would be breaking the City up into two or more areas. A contracted system could be done with one hauler. A contracted system could also be done with multiple haulers and then it would be a districted, contracted system.
 - **Comment (Shannon)** And that would dictate the RFP process and how it is flushed out.
 - **Comment (Sylvia)** Yes Council could say structure the RFP to be contracted and districted. Here is the map of the districts.
- **Comment (Renee)** So we should tell Council that we support, keep it simple.
- **Comment (Mistene)** The question is what do we support? It sounds like we are moving to contracting so for us to say we support contracting doesn't add value.
- **Comment (Renee)** Well it is not decided. Council has a priority, they take it to the City and the City says we will do research, investigate and then make a recommendation. That is what they are doing. As a board and we don't have to agree with everything, but if we think it is a good idea, we send a memo to Council saying we support this and here is why. They can listen or the don't have to. It is a way for us to have some input
- **Comment (Mistene)** So we would say we support contracting, should we take it to the next level and say we support districting or one hauler?
- **Q (Renee)** We could say one hauler, right?
- **Q (John)** What would you support?
 - **A (Renee)** I know there are restrictions, but I would say we support one hauler per district to help with street repairs, traffic, safety. It doesn't make sense to have 2 haulers per neighborhood due to impact.
- **Q (John)** Based on your presentation, what are you moving towards?
 - **A (Sylvia)** We are moving towards a single hauler as a recommendation because of the efficiencies it creates. But the

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districting could include more than one hauler. The Mayor has asked about it from a City management of the contract perspective. We see it would require more resources to do.

- **Comment (John)** I would support contracted single hauler. I think it makes the greatest amount of savings.
- **Comment (Renee)** I agree
- **Comment (John)** I see no reason to have a choice for your hauler.
- **Comment (Mistene)** It is trash and it's costing us a lot of money.
- **Comment (Renee)** Legally though people must have a choice.
 - **Comment (Sylvia)** You must have an opt out and we would recommend it being an opt out fee. The fee would be the lowest level of service, so you might as well just have the service.
- **Comment (Mistene)** The market will take care of itself. Someone is going to win the contract. We might have a few HOAs but even the ones with HOAs might not have enough business.
- **Comment (Renee)** Multifamily housing too.
- **Comment (Mistene)** It will play itself out.
- **Comment (John)** The one with the contract will be more efficient than anyone else.
- **Q (John)** Mistene, are you agreeing with one hauler?
 - **A (Mistene)** Yes.
- Renee supports as well.
- Sylvia mentioned they can add any of the details, like yard trimmings or anything important to them. Renee stated they like to keep it simple to better ensure it will be read.
- Renee will send out an email to the Board that will include the presentation to get a vote with quorum for the memo.

7. UNFINISHED BUSINESS

- None

8. BOARD MEMBER AND STAFF REPORTS

- None



MEMORANDUM

DATE: June 16th, 2022

TO: Mayor and Councilmembers

CC: Kelly DiMartino, Interim City Manager;
 Josh Birks, Economic Health and Redevelopment Director

FROM: Renee Walkup, Chair – Economic Advisory Board;
 John Parks, Vice-Chair – Economic Advisory Board; and
 Members, Economic Advisory Board for 2022

**RE: SUPPORTING A SINGLE CONTRACTED PROVIDER RESIDENTIAL
 WASTE & RECYCLING SYSTEM**

On April 20th and June 15th, 2022 the Economic Advisory Board received presentations from city staff about the proposed residential contracting proposal for waste and recycling service providers. We were pleased by the findings of the city staff about the advantages of this proposed system. As community members, we have been concerned and somewhat perplexed by the plurality of trash and recycling hauler services that frequent our neighborhoods. We also recognize that making real progress on the road to Zero Waste is one of the priorities of Council. Reducing the number of trash haulers has been proposed several times before, and now is the time to implement it.

Therefore, the members of the Fort Collins Economic Advisory Board support the proposal of adopting a **single provider contracted residential waste and recycling system** for the following reasons:

1. The city would **save roughly \$600,000** in annual road repairs.
2. It would **reduce the GHG emissions** from redundant waste and recycling trucks.
3. The city could **control the rates** that the provider charges customers.
4. Increased road and pedestrian **safety** from redundant trucks.
5. Decreased **noise** from redundant trucks.
6. There is the potential for more feedback from the provider to customers in terms of **recycling protocols** to avoid contamination.

Additionally, the **contracted system bundled with yard waste** has the additional benefits of increasing residential participation in the yard waste program dramatically, which would divert a considerable amount of waste as well as reduce waste related emissions. If bundling the yard waste in the contracted system is found to be economically feasible, we would also recommend the inclusion of this option.

Adopting the single provider contracted residential waste and recycling system bundled with yard waste would help to attain the following city goals:

- **2020 Strategic goal: Environmental Health 4.3**
 - **Enhance efforts to achieve 2030 zero waste goals**
- **2021 Our Climate Future Big Move 2: Zero Waste Neighborhoods**

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NATURAL RESOURCES ADVISORY BOARD

TYPE OF MEETING – REGULAR

March 9, 2022 6:00 – 8:00 pm
Via Zoom

CALL TO ORDER

6:04 pm

ROLL CALL

- List of Board Members Present -
 - Danielle Buttke – Chair
 - Barry Noon
 - Dawson Metcalf
 - Drew Derderian
 - Hillary Mizia
 - Victoria McKennan
 - Kevin Krause – Vice Chair
 - Avneesh Kumar
- List of Board Members Absent – Excused or Unexcused; if no contact with Chair has been made
- List of Staff Members Present
 - Honore Depew, Staff Liaison
 - Ashley Pace
 - Caroline Mitchell
- List of Guests
 - none

1. AGENDA REVIEW

- a. Danielle reached out stating she was going to be late to the meeting and Kevin stated he had limited availability, so they would need someone to act as chair.
 - Kevin nominated Victoria to be acting chair and Hillary seconded. Passed unanimously. 4-0
- b. No changes to agenda

2. PUBLIC PARTICIPATION - none

3. APPROVAL OF MINUTES – FEBRUARY

03/09/2022 – MINUTES

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- a. Drew moved and Kevin seconded a motion to approve the February minutes with no changes. Motion passed unanimously. 4-0

4. NEW BUSINESS

- a. **Curbside Trash and Recycling Contract** – Caroline Mitchell, Waste Reduction and Recycling Program Manager, shared work being done surrounding the Council priority to explore contracting for household trash and recycling services. City staff will ask what goals Councilmembers would prioritize in a contract during an upcoming work session on April 12.
 - Discussion | Q + A
 - Victoria – **Q** – You mentioned that Fort Collins has a more robust licensing system, why is that and what makes Fort Collins unique in that? Caroline – **A** – The norm across the country is either have contracted services or municipal services. We are unique not only because we don't do that, but because we also have a strong commitment to waste reduction. Fewer communities license their haulers.
 - Hillary – When Golden was looking at the same process, Hillary was part of their Sustainability Advisory Board. It is a lot of work, so kudos to the team for moving that forward and it is exciting to think Fort Collins can take the next step as it has been a long time coming.
 - Barry – **Q** – Has there been discussions with the individuals who drive and man the trucks who are local members of our community; what are their perspectives? If the city were to adopt, what would be the effects of the employment for these local people? Caroline – **A** – To clarify we are not discussing the City taking over the hauling business itself, but to issue a contract to haulers. One decision point is if it would be one contract or create districts and contract multiple haulers. We have not conducted engagement with drivers specifically. One key element is that these companies are nationally owned, so it is safe to say there are other communities in Northern Colorado that would continue to use their service. The specifics of what would happen to each company would vary. Barry wanted to express concern for the people who do the actual work and if their perspectives were being considered in the deliberation.
 - Hillary – **Q** – How do HOAs play into this and what about commercial recycling and trash? Caroline – **A** – Colorado State Law states that municipalities are not allowed to contract or service for commercial or multifamily structures of eight units or more. The contract would only apply to single family homes. We are gathering contact information for HOA's who currently are contracted to get their feedback. We are thinking they could

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either opt in or just roll into the City once their current contracts expire.

- Hillary – **Q** – What percentage of trash hauling is single family vs commercial and multifamily complexes? Caroline – **A** – We don't have the number of locations, but volume-wise it is about 50/50.
- Kevin – **Q** – Does that 50/50 still apply in terms of miles traveled? Caroline – **A** – We don't have analysis of the numbers of miles traveled by the vehicles. We would have to dial in with traffic engineers to see if there is a way we could get that. Kevin would be interested to see if the numbers based on volume holds up against other impacts.
- Drew – **Q** – What is the timeline to offer to Council, to switch to a contract? Caroline – **A** – We are working toward a decision on which hauler by the end of the year. There will be some gap time between making the decision and implementation as there are a lot of logistics involved. Based on conversations with haulers, we are looking at anywhere between six months and a one-year gap.
- Victoria – **Q** – What is the best way to provide feedback. Caroline – **A** – For individual response I am happy to gather that now or you can through the questionnaire. If you want to provide feedback as NRAB, that is usually shared with Council through a memo. Honore – This will not be the only opportunity to weigh in. Staff also tends to attach minutes to the materials for City Council to see thoughts and questions.
- Barry – Speaking for himself: No strong perspectives right now. Trusts how staff and Council will approach this issue.
- Kevin echoes Barry's thoughts. The areas that are being focused on are appropriate and correlate to the City and Council's goals. They are going in the right direction and supports those focus areas. Would be interested in weighing in once they get more feedback from the work session and when there are more specific things on the table.
- Drew supports the general idea of pushing toward a contract system. Recommends being cautionary in rushing the gap period, as a year seems quick.

- b. Our Climate Future Update** – Honore Depew, Climate Program Manager, shared updates on implementation of the Our Climate Future (OCF) plan and seek input on proposed community engagement, including for the Council priority to explore climate emergency messaging and review community climate goals. This item will be discussed by City Council at an April 12 work session.

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June 15, 2022 6:00 – 8:00 pm
Via Zoom

CALL TO ORDER

6:02 pm

ROLL CALL

- List of Board Members Present –
 - Barry Noon
 - Dawson Metcalf - Chair
 - Drew Derderian
 - Victoria McKennan
 - Kevin Krause- Vice Chair
 - Danielle Buttke – arrived 6:35
- List of Board Members Absent – Excused or Unexcused, if no contact with Chair has been made
 - Avneesh Kumar
- List of Staff Members Present
 - Honore Depew, Staff Liaison
 - John Phelan
 - Kira Beckham
 - Kelly Smith
- List of Guests
 - Galemarie Kimmel
 - Jennifer Sunderland
 - Marie Hendrix

1. AGENDA REVIEW

- a. No changes to agenda

2. PUBLIC PARTICIPATION

- a. **Rights of Nature** – Galemarie Kimmel, Jennifer Sunderland, and Marie Hendrix joined to talk about a resolution for the rights of nature on the Poudre River. They provided materials that had a resolution that is based on a template from the Earth Law Center that has successfully been adopted in other communities around Colorado and the

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decision or direction Council decides. I really encourage the City to carefully think about behavior of change approaches, marketing, and rolling these out because we know there is a very well-funded anti-solar campaign happening.

- b. Contracting of Waste Pick-up and Hauling** – Kira Beckham, Lead Specialist for Waste Reduction & Recycling, presented and discussed considerations for a contracted system of waste pick-up and hauling for households within the Fort Collins community and received feedback on options for the issuing a request for proposals (RFP) and hauler selection process, prior to a July 12 Council Work Session. (Action)

– Discussion | Q + A

- Danielle – **Q** – I appreciate data where you can pinpoint wear and tear on the roads because of the multiple heavy trucks. Is there any data from other communities on a similar analysis regarding air pollution specifically thinking about diesel and being that it is one of the most harmful pollutants from a human health perspective? We are in one of the worst air quality cities in the nation and there are not that many diesel sources that are this heavy of use. Kira – **A** – We have come across that data and have looked at the overall emissions. What is interesting is when we looked at the emissions that are impacted, when you bump them up against the overall greenhouse gas inventory, they are a small percent of the overall picture. We see more measurable success when we start playing in the compost and waste diversion. The road maintenance becomes more quantifiable factor for us than the emissions themselves. Danielle – **Comment** – If you look specifically at black soot, PM2.5, and nitrous oxide, you might find more of a contribution from these trucks as those are unique to diesel trucks and are higher, the heavier the vehicle. Kira – **Comment** – One element we didn't go into a lot of detail in because we are still exploring it is we can look to require moving toward compressed natural gas (CNG) or electric vehicles (EV). The big win with a contracted system is we can start small and grow overtime; it gives us the foundation we need to start to move in that direction. On one side you have price and the other hand the different attributes we can ask for. It will be a tradeoff. Danielle – **Comment** – I think that is also a great opportunity to think about those things. Middlebury, Vermont has trash haulers that use horse and buggy. It can be done and there are other options out there. I think incorporating language so that this can be flexible and adaptable based on regulations and technology as it comes out will be key. Kira – **Comment** – The contract terms then to be in the range of 3-7 years.
- Danielle – **Comment** – There is always going to be this chicken and egg problem. There isn't going to be a food scrap facility or service until you have

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people that are willing to bring it. Market players can have outsized impacts on development of new markets for these products or development of food scrap composing. I think that is another incentive point if you are looking at rating and ranking RFPs; one might have a relationship with a potential food scrap facility. Kira – **Comment** – Part of that discussion relates to the Larimer County Landfill, the Regional Wasteshed, and the capabilities new facilities may have. So we do have a team working closely with them to understand what will and will not be possible and how local flow control of various materials might influence that. They are very passionate about getting to haulers having those relationships or their own capabilities. It will be key. One question we have gotten a lot from the community is about what will happen to the haulers/owners that don't get selected if we go with a one contract system. The contract wouldn't be implemented for 12-18 months after a final decision has been made so there is time for the haulers to respond and adjust staffing levels. They will still have several HOA customers that are already contracted. Three out of four haulers are large national haulers that are used to these shifts at local markets and also service surrounding areas.

- Kevin – **Comment** – I love this project and I think it's so on point and big for the community based on the data and some of the goals. I just want to piggyback on Danielle's point of not just looking at greenhouse gas emissions. The one thing that came to mind is tire particulate because that alone for a bunch of heavy trucks is not insignificant. There are a bunch of these layers that make it so obvious that this is a great path for our community, and I would love to see as many of those pointed out as possible. Just as far as other options for actual service for lessening waste in the community and increasing efficiency has been to do every other week option for trash; our small bin is still too big for us. Kira – **Comment** – Those are two things we have heard loud and clear from our community. They want that very low volume option, not only for pricing but because it is the right thing to do. We are looking at an individual bag capability and have explored the idea of every other week trash. Right now, our base model is assuming weekly trash and recycling and, if we bundle it, yard waste. The main reason for that is the efficiency's but we are looking at all the considerations. I think that also becomes an even more viable solution as we get increased composting for food scraps because that eliminates a lot of concerns about rodents and smell that become a real factor when talking about what's currently in people's trash.
- Kevin – **Comment** – I am curious if we talk about solar, paying your own way and equity, I am curious if you start to thread some of these things together. Let's say I opt for a 75-gallon bin every week because I throw everything in the trash and don't compost or reduce where I can versus being a really low

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trash user. Are the heavy trash users paying their own way in the community because they are increasing impacts on the roads, other facilities, and emissions? I think this is a bigger discussion for our board later, but it feels funny to me. Maybe the pricing and incentives will play out. There is the cost of the disposal but then there is an impact on city facilities like roads but just having more waste. Kira – **Comment** – We are looking at that, but it is a little tricky in terms of the pay as you throw design to charge more from a rate perspective for the heavy users directly. One of the other things that we have recognized with the increased price that is incurred from an open market system today is there are communities that charge a road impact fee because the city is subsidizing. So, there are considerations on a road maintenance fee and that fee shrinks a lot when you move to a contracted system because you have a lower impact on your roads.

- Dawson – **Q** – What is the timeline on crafting a memo? Kira – **A** – The July 12th work session materials are due by Wednesday, June 6th.
- Honore – **Q** – If the Board decides to act related to this item, I saw you presented on two options. Is there one that is a staff recommendation or are you presenting them side by side as options? I know this board tends to be concerned about overall ways to reduce waste, emissions and be efficient, so is there one option that would be more effective in advancing towards adopted goals? Kira – **A** – I think it really depends on which one you are homing in on. Whether you are focusing on diversion, equity, or something else. We have a recommended package but again that doesn't narrow on things like yard trimmings, so I think I would almost suggest focusing more on some of those nuisances or in general in favor of a contracted system. I think it might be the independent elements that become more important to Council and speaks loudly.
- Kira will share slides with Board.

- c. **1041 Rules** – Kelly Smith, Senior Environmental Planner, discussed Draft 1041 Regulations, next steps in the process and provided an overview of how engagement has influenced the Draft Regulations, prior to a June 28 Council Work Session. (Discussion)

- **Danielle** – **Q** – It is interesting to see how many proposals have already been considered under this new framework and authority. I had traditionally thought of this as a niche issue, but it is broader. Is this volume backed logged because of not having this mechanism in place, is this a typical number of permits, or do you anticipate seeing many more of these moving forward? Kelly – **A** – The slide that oriented you to some of the projects,

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those are projects that we have reviewed already through the SPAR process. That gives you sort of a prospective of how the mechanics would work for this tiered system. In terms of potential projects, I have met with several water providers, and we will see a lot more water projects. It is doubtful we will see a lot of highway projects; they are just not significant enough. The one that might trigger a permit is the Mulberry/I-25 project because interchanges are included in that. As for City projects, pretty much all our utility infrastructure is built, so we don't anticipate anything coming through at this moment.

- **Kevin – Q** – The Board had expressed support in the past for moving towards this system. It seems like a while ago for some of that understanding the timeline to show for how critical is it that this Board continues to express any specific support. I know it was mentioned earlier that the LCSB express support just for context. I know we must go back and talk about some other items from earlier in our meeting and some actions we want to take, but maybe just personally just for thoughts on how important it is we continue to weigh in right now based on momentum, the direction, and so forth. **Kelly – A** – Yes. I will say something that was brought up at LCSB is that whether there are folks that are opposed. There are some groups who are in support and some who are not. I think if you are in support of this project, it would be helpful for City Council to know. I am not suggesting to voice support for a tiered system or getting really specific but in general your support for the project and what it offers the City as a regulatory tool would be really important for City Council to know. I will be coming back after the City Council work session to let you know updates because I anticipate other changes happening to the code. I would love to hear your thoughts and get a final recommendation once this project is ready for adoption.
 - **Danielle – Q** – As a memo, meeting minutes, or both? **Kelly – A** – Memo or meeting minutes are fine. I just submitted all my materials today, but I can add it as an attachment later. Whatever works for you.
- **Danielle – Comment** – I will say I just really appreciate this project. I think it is critically important to have oversight that is necessary, particularly when there is a lot of special interest more involved at County levels. I appreciate the nature of this process, as well as the time and effort that goes into it. I think it is critically important to have in place.
- **Kevin – Comment** – I fully agree, for the purpose of the minutes, that I am highly supportive of this tool and the examples were shown to be needed for the best interest of citizens and City assets like the lands the City resides on.
- **Dawson – Comment** – In purpose of the minute as well, I do support going forward with this project.

5. OTHER BUSINESS

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a. Memo for Graywater

- Dawson sent the memo to everyone. Honore reminded the team that they already voted to approve the support memo in April. The memo includes structuring the ordinance so it can adopt new allowances aligned with State regulations if water rights are modernized. Kevin included a line about hope that the City can advocate at a higher level for subsurface irrigation.

b. Memo for Contracting for Waste Pick-up & Hauling

- Danielle makes a motion that the Board approve a memo in support for the waste hauling plan that was presented with the addition of advocating for incentives to rate proposals that have either lower emissions, zero emissions, or future for lower emission vehicles and that allows for faster and/or more accessible food scrap pick up in the contract. Dawson Seconds. **Passes 4-0-1.**
- Dawson will work on the memo and will send it out to the Board.
- The Board discussed the option to have an in-person board meeting as it would be nice to meet everyone in person but for environmental reason go back to virtual meetings after. They decided on an in-person meeting for their May 18th Board meeting.
- Board members looked at upcoming subjects through the summer. There was interest shown in land use code, trash/recycling contracting, active modes plan draft recommendations, Halligan water supply project update, and budget review.

c. Rights of Nature Presentation

- Dawson asked if they wanted to review the resolution they presented first and then discuss at the next meeting or if they just wanted to invite them for an actual conversation as part of the agenda.
- Danielle – **Comment** – I feel like since we have had discussions around this topic before, unless others feel strongly, I support inviting them as a formal agenda item on our next meeting.
- Kevin – **Comment** – I would support that. I don't think it is detrimental based on our area of focus in terms of the public being able to find the way onto their agenda. I think that and knowing their conversations going on with City Council.
- Dawson – **Q** – Is an invitation for 30 minutes regular? Honore – **A** – I have been trying to support you by putting three items on the agenda and keep them at 30 minutes and see how that goes. It is up to you all though. Staff



Environmental Services
222 Laporte Avenue
Fort Collins, CO 80521
970.221-6600
fcgov.com

MEMORANDUM
NATURAL RESOURCES ADVISORY BOARD

DATE: July 6, 2022
TO: Mayor and City Council Members
FROM: Natural Resources Advisory Board
SUBJECT: Contracting of Waste Pick-Up and Hauling Proposal

Dear Mayor and Councilmembers,

On June 15, 2022, Kira Beckham, Lead Specialist for Waste Reduction and Recycling, presented on the council priority of exploring a districted system for garbage, recycling, and compost, and the subsequent recommendations for a single-hauler contracted system. The purpose of this memo is to express the Board's support for the proposed single-hauler contracted system for waste pick-up and hauling. The Board further supports the adoption of Package B, the diversion-focused option. As a Board that prioritizes the conservation of natural resources and the impact they have on the future of our community, we see the single-hauler contracted system as beneficial because it foremost allows for fewer haulers to be on the road. The benefits of this include:

- A decrease in greenhouse gas and other harmful emissions
- An improvement in air quality to benefit public health
- A decrease in street maintenance costs associated with having fewer haulers on the streets
- An increase in safety for all users of city streets, especially within our neighborhoods

The Board supports the diversion-focused option, or Package B, and promotes the inclusion of the following items that will provide additional environmental and social benefits to Fort Collins community members:

- Yard trimmings to be bundled with waste/recycling
- Addition of composting when available
- Bulky waste collection by request
- Low-income program
- Alley and valet service



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Additionally, the Board would like to advocate for lower and zero-emission vehicle options as it pertains to the review process of future and/or continued contracts for a single-hauler system. We see this as instrumental in achieving Our Climate Future goals, particularly as it pertains to the “Big Move 2: Zero Waste Neighborhoods” and additional environmental health goals outlined in the City’s strategic plan.

Thank you for your time and consideration on this issue and its future implications for the community.

Very Respectfully,

Dawson Metcalf, MS
Chair, Natural Resources Advisory Board



June 11, 2022

Ms. Kira Beckham
Lead Specialist
Environmental Sustainability
City of Fort Collins
300 LaPorte Avenue
Fort Collins, CO 80521
submitted via email: kbeckham@fcgov.com

SUBJECT: Final Report - Trash Collection Street Maintenance Impact Analysis

Dear Ms. Beckham:

R3 Consulting Group, Inc. (R3) was engaged by the City of Fort Collins (City) to update our trash collection street maintenance impact analysis that was prepared for the City in 2008. Specifically, to compare the impacts of residential trash, recycling, and yard waste collection vehicles (Refuse Vehicles) on the City's residential streets and associated street maintenance costs for the City's current open competition system as compared to a contracted or districted collection system with a single hauler operating in any given area of the City. This Letter Report provides the results of our analysis.

Project Objectives

- To project the impact of the City's licensed haulers' Refuse Vehicles on the City's residential and collector streets, and determine the associated annual street maintenance cost for the current open competition system.
- To calculate the associated annual street maintenance cost savings that would result from a contracted or districted collection system.

Limitations

Our analysis is based on a number of underlying assumptions for which reasonable ranges exist, including the average number of vehicle trips per day per residential street, the percentage of those trips made by various vehicle types, and the associated axle loadings of each vehicle type. Changes to those assumptions can have a material impact on the resulting findings.

* * * * *

We appreciate the opportunity to be of service to the City. Should you have any questions regarding our letter report or need any additional information, please contact me by phone at (916) 947-4880 or by email at wschoen@r3cgi.com.

Sincerely,

William Schoen | *Senior Project Director*

R3 Consulting Group, Inc.
916.947.4880 | wschoen@r3cgi.com

Summary Findings

Street Maintenance Budgeted Expenses

Under the current open competition system with an average of three and a half (3.5) licensed haulers operating on each residential street, Refuse Vehicles are projected to be responsible for **24.4%** of the vehicle impacts (i.e., wear and tear) on those streets, and **10.9%** of the vehicle impacts on collector streets. The portion of the City's annual residential and collector street maintenance budget attributed to Refuse Vehicles currently operating within the City's open competition system is projected at **\$889,000** annually.

Under a contracted or districted system, Refuse Vehicles are projected to be responsible for **8.0%** of the vehicle impacts on residential streets, and **3.3%** of the vehicle impacts on collector streets. The portion of the City's annual residential and collector street maintenance budget attributed to Refuse Vehicles operating under a contracted or districted system is projected to be **\$286,000** annually; **\$603,000** less than under the current open competition system.

Street Maintenance Unfunded Backlog

The City's current residential and collector street maintenance unfunded backlog expenses are **\$82 million** and **\$43 million**, respectively. Based on the vehicle impacts reported above, and all other factors the same, approximately **\$16 million** of that current **\$82 million** residential backlog expense can be attributed to residential Refuse Vehicles, and approximately **\$5 million** of the **\$43 million** collector backlog attributed to Refuse Vehicles. Had the City historically had in place a contracted or districted system, all other factors the same, the total residential and collector street backlog would be **\$14 million** less.

Refuse Hauler Vehicle Impact Fees

If the City's costs to repair street pavement impacts caused by Refuse Vehicles were charged back to the haulers in the form of a Refuse Hauler Vehicle Impact Fee, under the current open competition system the monthly charge to the haulers would be **\$1.50** per month per residential account. Under a contracted or districted system that charge falls to **\$0.50** per month; **\$1.00** less than under the current open competition system. Those fees do not account for any recouping of the existing backlog attributed to Refuse Vehicles, which if considered would increase those fees.

Contracted, Districted and Open Competition Systems Considerations

If effectively implemented, the City can move from an open competition residential collection system to a contracted or districted system and likely realize a cost (customer rate) savings, and/or improved services. This is due to the significant operational efficiencies and economies of scale that contracted and districted collection provides versus an open competition system. A contracted system with a single contracted hauler serving the entire City is the most operationally efficient and cost effective collection system.

There is currently a competitive market place in the region with the three largest national haulers competing for regional market share. The regional market is likely to remain competitive regardless of what happens with the City's residential collection system. Under a contracted or districted system rates can be effectively controlled and flow control can be maintained. Moving to a contracted or districted collection system will not create a monopoly and likely will not significantly impact the three national haulers (Republic Services, Waste Management and Waste Connections). It is not known what the impact would be on Mountain High Disposal if it lost its residential market share.

As a condition of a contracted collection system, the City could require the selected hauler to hire all qualified displaced drivers and mechanics as a condition of the award of the contract. The City could also require the selected hauler to maintain displaced employee seniority, honor any scheduled vacations, provide a matching 401K program, and/or other conditions it may wish to establish.

A contracted or districted collection system does not enable residents to select their hauler although residents could opt-out of those services if they choose to. The City can however charge an opt-out fee for doing so. To the extent that residents were to opt out of a contracted or districted collection system, the benefits associated with contracted or districted collection would be negatively impacted. The City's regulatory oversight would also need to increase with an opt-out provision with multiple haulers to regulate.

Background

In Fort Collins, residential trash, recycling, and yard waste services are provided by the following four (4) licensed private trash haulers:

- Mountain High Disposal
- Republic Services
- Ram Waste Systems (Waste Connections); and
- Waste Management

Residents are free to subscribe to collection services from any of the licensed haulers, with trash haulers competing for market share. Under this open competition system, multiple haulers provide service on each residential street each week, with resulting street maintenance and other impacts.

In 2008, R3 assisted the City with a Trash Services Study to determine opportunities to reduce the impacts of trash collection services in the City and increase diversion. That review included projecting the relative impact of trash, recycling, and yard waste vehicles (Refuse Vehicles) on the City's streets and associated street maintenance costs for the City's open competition residential collection system. The analysis also projected Refuse Vehicle street maintenance impacts associated with a "districted" residential collection system under which the City would be broken into service districts with a single hauler operating in each district. Moving from an open competition collection system to a districted collection system would reduce the number of Refuse Vehicle miles traveled on any given residential street with a corresponding decrease in the associated street maintenance impacts.

All other factors the same, moving from an open competition residential collection system to a districted collection system would reduce the number of Refuse Vehicle miles traveled on the City's residential streets. As a result, there would be a significant corresponding decrease in the associated vehicle street maintenance, emission, and noise impacts, improved neighborhood aesthetics, and fewer Refuse Vehicle accidents and related property damage.

Overview

Road maintenance is based on deterioration. While roads will deteriorate if simply left unused, most deterioration is associated with use, and the damage caused by vehicles increases exponentially with size and weight. Therefore, costs associated with maintenance are greater for trips made by heavy vehicles. A single large truck can cause as much damage as thousands of automobiles, and the configuration of the truck can affect the amount of damage as well. If the load is spread over more axles, there is less weight on each wheel, and damage is reduced.¹

Refuse Vehicles are typically the heaviest vehicles regularly operating on residential streets and are a significant contributor to the wear-and-tear experienced by those streets. While Refuse Vehicles also contribute to the wear-and-tear on commercial streets, those streets are designed to a higher standard and experience significantly more vehicle trips and large truck trips than residential streets. As such, the relative impact of a Refuse Vehicle on commercial streets is significantly less than that on residential streets.

The Pavement Condition Index (PCI) is a common unit of measure used to rate the condition of pavements. The PCI rates pavements on a scale of 0 to 100, with a higher value indicating better pavement condition (see **Table 1** below). Rapid deterioration of pavement typically occurs after roadways drop to a PCI of 60 or lower, and studies have shown that every dollar spent performing preventative maintenance on a roadway with a PCI of 70 or higher saves \$4 in the future – it would otherwise cost about \$5 to rehabilitate the same roadway once rapid deterioration occurs² (**Figure 1**). Assuring adequate funding for an effective pavement management system is therefore critical to achieving a cost-effective pavement management system.

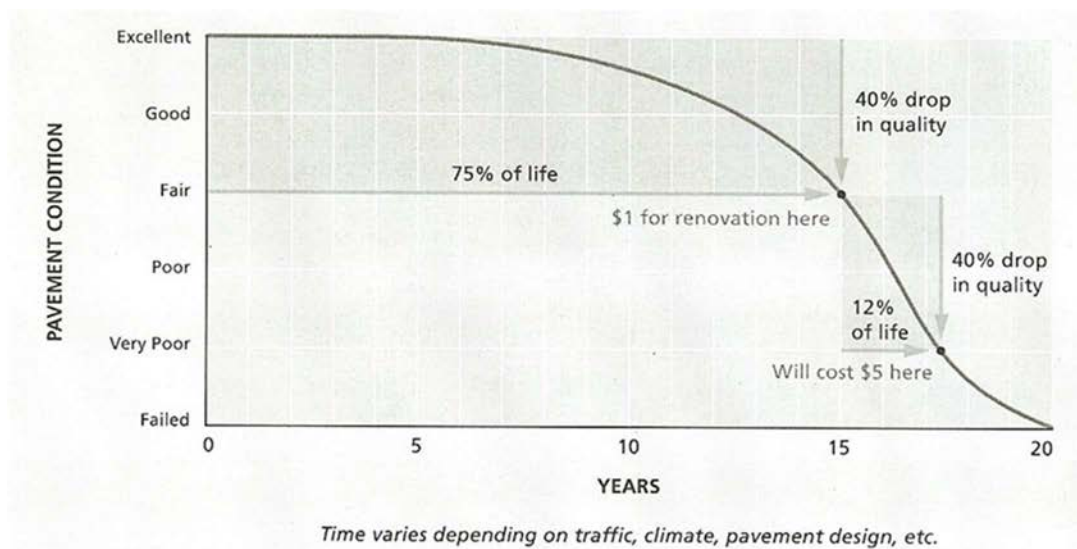
¹ A. Rufolo, *Cost-Based Road Taxation*, Cascade Policy Institute, November 1995.

² J. Gerbracht, *Bay Area Roads Close to "Tipping Point"*, Metropolitan Transportation Commission, Street Talk, March 2006.

Table 1 - PCI by General Street Condition Rating (Class)

PCI range	Class
85-100	Good
70-85	Satisfactory
55-70	Fair
40-55	Poor
25-40	Very Poor
10-25	Serious
0-10	Failed

Figure 1 - Pavement Life Cycle



Source: Metropolitan Transportation Commission

The goal of a pavement management program is to bring all roads up to “good” or “excellent” condition where they can be maintained most cost-effectively.³ The strategy often recommended is referred to as the “best first approach”, which concentrates spending initially on routine and preventative maintenance on roads that are currently in fair to good condition. This extends the useful life of those roads, preventing rapid deterioration. Spending money now on routine maintenance prevents additional spending in the future on more expensive repairs.

The average PCI of the City’s streets is 74, which is in the “Satisfactory” range. **Attachment A** provides a projection of the City’s PCI based on a number of funding scenarios. As shown, based on the assumptions noted, the City’s PCI is projected to drop from 74 (Satisfactory) to 68 (Fair) by 2032; approaching the point at which maintenance cost begin to escalate dramatically.

Relative Impact of Refuse Vehicles

The relationship between axle weight and inflicted pavement damage is not linear but exponential, and a single Refuse Vehicles can have an impact on the City’s streets equivalent to more than 1,000 automobiles. As part of the analysis of trash truck impacts we evaluated the impacts of trash trucks relative to other types of vehicles, including delivery trucks and buses. **Table 2** below provides a comparison of the average

equivalent single axle load (ESAL) factors for the various vehicle types noted⁴ to the estimated ESAL's of residential trash and recycling trucks operating in the City. The impacts are presented in Passenger Car Equivalents.

Table 2 - Comparison of Refuse Vehicle Street Impacts with Other Vehicle Types

Vehicle Type		Number of Axles	ESAL Factor ⁽¹⁾	Passenger Car Equivalents
General Classification	AASHTO Classification			
Cars	Passenger Cars	2	0.0008	1
Vans/Pickups	Other 2-Axle/4-Tire Trucks	2	0.0052	7
Large Pickups / Delivery Vans	Panel and Pickup Trucks	3	0.0122	15
Large Delivery Trucks	3 or More Axle Trucks	3	0.1303	163
Local Delivery Trucks	2-Axle/6-Tire Trucks	2	0.1890	236
Residential Recycling Trucks		2	0.7500	938
Buses	Buses	2 or 3	0.6806	851
Residential Trash/Yard Waste Trucks		3	1.0000	1,250
Long Haul Semi-Trailers	Various Classifications	3 - 5+	1.1264	1,408

⁽¹⁾ AASHTO Guide for Design of Pavement Structures; Table D-21 with exception of Refuse Vehicles

As shown, it is estimated that residential recycling vehicles exert an impact on the City's streets of more than 900 automobiles, while residential trash and yard waste trucks have an impact equivalent to 1,250 automobiles. The above analysis is based on a passenger car ESAL Factor of 0.0008. R3 is aware of other analyses that use a passenger car ESAL Factor as low as 0.0004, which if used would double the Passenger Car Equivalents for residential recycling and trash and yard waste trucks shown in **Table 4**.

Approach

Our approach to projecting Refuse Vehicle street maintenance impacts is based on common principals of pavement design and vehicle loadings. The basic premise is that all vehicles, including Refuse Vehicles, exert an impact on streets that can be quantified. That impact or "vehicle loading" can be expressed as an ESAL, which is a function of the vehicle's weight and the distribution of that weight over the vehicle's axles. By projecting the number and type of vehicles (i.e., cars, trucks, Refuse Vehicles) that travel on a street over its design life, and the average ESAL associated with each vehicle type, the total ESALs that street will experience can be calculated. The relative impact associated with a specific type of vehicle (e.g., Refuse Vehicle) can then be determined based on the percentage of total ESALs attributed to that vehicle type.

Refuse Vehicle impacts, as determined above, were projected for the current open competition system under a "base case" assumption that, on average 3.5 licensed haulers provide weekly residential refuse and yard waste collection and every other week recycling collection services on each residential street, making two passes down each residential street to provide each service. This equates to a total of five (5) passes down each residential street each week for each, for an total of 17.5 total Refuse Vehicle passes down each residential street each week. Under a districted system, with one hauler providing all three services in a given geographic area of the City, the total number of weekly residential Refuse Vehicle passes on a given residential street is five (5); two passes each for refuse and yard waste, and one (1) for recycling service; approximately 30% of the vehicle passes under the open competition system.

⁴

Based on sample data reported by American Association of State Highway and Transportation Officials (AASHTO) Guide for Design of Pavement Structures.

Methodology

- › The City's budgeted residential and collector street maintenance costs were assigned to Refuse Vehicles in proportion to the projected impacts of Refuse Vehicles as a percentage of the vehicle impacts on the City's residential and collector streets.
- › The City's existing residential and collector unfunded backlog costs were assigned to Refuse Vehicles in the same proportions as for the current street maintenance budgets above.

Major Assumptions

Funding / Backlog Expense

- › The City's current residential street maintenance annual budget is **\$5.5 million**.
- › The City's current collector street maintenance annual budget is **\$2.0 million**.
- › The City's current residential street maintenance backlog expense is **\$82.0 million**.
- › The City's current collector street maintenance backlog expense is **\$43.5 million**.

Residential Street Impact and Budget Allocation Assumptions

- › Thirty percent (30%) of residential streets are in home owner associations that are serviced by one (1) licensed hauler. It is assumed that 30% of the City's residential street maintenance budget is spent on those streets. Switching to a contracted or districted system would not change the impact of Refuse Vehicles on those streets or impact that portion of the residential street maintenance budget.
- › Twenty percent (20%) of residential streets have solid waste service provided in alleys, with those residential streets not experiencing any Refuse Vehicle impacts. It is assumed that 20% of the City's residential street maintenance budget is spent on those streets. Switching to a contracted or districted system would not change the impact of Refuse Vehicles on those streets or impact that portion of the residential street maintenance budget.
- › Fifty percent (50%) of the City's residential streets receive curbside service from an average of 3.5 licensed haulers operating on each of those streets each week. It is assumed that 50% of the City's residential street maintenance budget is spent on those streets. Switching to a contracted or districted system would change the impact of Refuse Vehicles on those streets. This portion of the City's budget, which is impacted by Refuse Vehicles, is referred to as the "Impacted Residential Street Maintenance Budget" in the analyses below, and equals **\$2.75 million** annually.

Vehicle Loadings / Impacts

- › ESAL loadings for residential and commercial Refuse Vehicles, cars and other trucks are based on data from various sources including the American Association of State Highway and Transportation Officials (AASHTO).

Residential Streets

- › There are an average of 1,000 vehicle trips per day on a typical residential street each day, with 3.0% of those trips made by heavy trucks, not including Refuse Vehicles.
- › Each licensed hauler's vehicles make a total of five (5) passes down each residential street that they provide services on each week, with refuse and yard waste service provided weekly, and recycling provided every other week.

Collector Streets

- › There is an average of 2,500 vehicle trips per day on a typical collector street, with 3.0% of those trips made by heavy trucks, not including Refuse Vehicles.
- › Each licensed hauler's vehicles make a total of five (5) passes down a typical collector street each week with refuse and yard waste service provided weekly, and recycling provided every other week.
- › All residential accounts on collector streets receive curbside service.

Findings

Street Maintenance Budgeted Expenses

Our analysis considered the following two scenarios, each assumes an average of 1,000 vehicle trips per day per residential street and 2,500 vehicle trips per day per collector street, with 3% of those trips made by trucks other than Refuse Vehicles. For each scenario the annual street maintenance costs for the current open competition system are compared to the costs for a contracted or districted collection system with a single hauler providing service on each residential and collector street.

- **Scenario 1**

An average of **3.5 licensed haulers** operating on each residential and collector street, each making a total of **5.0 weekly vehicle passes**; **17.5 total weekly Refuse Vehicle** passes residential and collector street per week.

- **Scenario 2**

An average of seven (7.0) licensed haulers operating on each residential street making a total of 5.0 weekly vehicle passes; 35 total weekly Refuse Vehicle passes per residential and collector street per week.

Scenario 1 – 1,000 Vehicles per Day per Residential Street - 3.5 Haulers

Under this scenario, the projected annual street maintenance cost savings to the City for a contracted or districted residential collection system, versus the current open competition system is **\$603,000**, as shown in **Table 3** below.

Table 3 – Scenario 1 Analysis

Residential Street Assumptions			Collector Street Assumptions				
3.5	Licensed Haulers		3.5	Licensed Haulers			
1,000	Vehicles per Day		2,500	Vehicles per Day			
3.0%	Truck Percentage		3.0%	Truck Percentage			
Residential Streets			Collector Streets			Total Annual Cost	
Annual Impacted Residential Street Maintenance Budget	Refuse Vehicle Impact as Percent of Total Vehicle Impacts	Portion Attributed to Residential Refuse Vehicles	Annual Collector Street Maintenance Budget	Refuse Vehicle Impact as Percent of Total Vehicle Impacts	Portion Attributed to Residential Refuse Vehicles		
Open Competition	\$ 2,750,000	24.4%	\$ 670,000	\$ 2,000,000	10.9%	\$ 219,000	\$ 889,000
Contracted or Districted	\$ 2,750,000	8.0%	\$ 220,000	\$ 2,000,000	3.3%	\$ 66,000	\$ 286,000
Annual Savings with Contracted/Districted Collection =			\$ 450,000		\$ 153,000	\$ 603,000	

Under the City's current open competition collection system it is estimated that, on average, Refuse Vehicles account for **24.4%** of total vehicle impacts on the City's residential streets. Under a districted collection system with only one licensed hauler providing services on any given residential street that impact is **8.0% (67% less)**. Refuse Vehicles have much lesser impacts on collector streets as they represent a smaller percentage of all vehicle trips, and there is a larger percentage of other truck traffic on collector streets.

Scenario 2 – 1,000 Vehicle Trips per Day per Residential Street – 7.0 Haulers

Under this scenario, the projected annual street maintenance cost savings to the City under a contracted or districted residential collection system, versus the current open competition system is **\$1.251 million**, as shown in **Table 4** below. That is roughly double the projected Refuse Vehicle cost impact for Scenario 1 above.

Table 4 – Scenario 2 Analysis

Residential Street Assumptions			Collector Street Assumptions				
7.0	Licensed Haulers		7.0	Licensed Haulers			
1,000	Vehicles per Day		2,500	Vehicles per Day			
3.0%	Truck Percentage		3.0%	Truck Percentage			
Residential Streets			Collector Streets			Total Annual Cost	
Annual Impacted Residential Street Maintenance Budget	Refuse Vehicle Impact as Percent of Total Vehicle Impacts	Portion Attributed to Residential Refuse Vehicles	Annual Collector Street Maintenance Budget	Refuse Vehicle Impact as Percent of Total Vehicle Impacts	Portion Attributed to Residential Refuse Vehicles		
Open Competition	\$ 2,750,000	41.2%	\$ 1,133,000	\$ 2,000,000	20.2%	\$ 404,000	\$ 1,537,000
Contracted or Districted	\$ 2,750,000	8.0%	\$ 220,000	\$ 2,000,000	3.3%	\$ 66,000	\$ 286,000
Annual Savings with Contracted/Districted Collection =			\$ 913,000		\$ 338,000	\$ 1,251,000	

Sensitivity Analysis

Changes to the assumptions used for the above analyses can have a material impact on the results. To provide a sense for the sensitivity of the resulting financial impacts to changes in the underlying assumptions we considered the following changes to Scenario 1:

- **Scenario 1A**

2,000 vehicles per day per residential street with 3.0% of those trips made by trucks other than Refuse Vehicles.

- **Scenario 1B**

1,000 vehicles per day per residential street with 5.0% of those trips made by trucks other than Refuse Vehicles.

Table 5 provides the resulting financial impacts for each of the above sensitivity scenarios. As shown, as the number of vehicle trips per day and the percentage of those trips made by trucks other than Refuse Vehicles increases, the associated impact of Refuse Vehicles decreases, although is still significant.

Table 5 – Sensitivity Analyses

	Scenario 1	Scenario 1A	Scenario 1B
Residential Street Assumptions⁽¹⁾			
Licensed Haulers	3.5	3.5	3.5
Vehicles per Day	1,000	2,000	1,000
Truck Percentage	3.0%	3.0%	5.0%
Total Annual Residential Refuse Vehicle Street Maintenance Cost			
Open Competition	\$ 889,000	\$ 587,000	\$ 590,000
Contracted or Districted	\$ 286,000	\$ 286,000	\$ 286,000
Savings with Contracted/Districted Collection	\$ 603,000	\$ 301,000	\$ 304,000

Street Maintenance Unfunded Backlog

The above cost projections do not account for the City's current deferred (unfunded) street maintenance backlog. That unfunded backlog consists of pavement maintenance that is needed but cannot be performed due to lack of funding.. The City has a **\$82 million** residential street unfunded backlog and a **\$43 million** collector street backlog. If it is assumed that Refuse Vehicles contributed to those backlogs in a similar proportion to Refuse Vehicles current projected impact on residential and collector streets, it is reasonable to assign an associated portion of those costs to Refuse Vehicles.

Table 6 provides that allocation for Scenario 1 (1,000 vehicle trips). As shown, it is projected that **\$20.7 million** of the total residential and collector street unfunded backlog expense is attributed to Refuse Vehicles. Had the City historically had in place a contracted or districted system, all other factors the same the total residential and collector street backlog would be **\$14.0 million** less.

Table 6 – Scenario 1 Backlog Allocation to Residential Refuse Vehicles

	Residential Streets			Collector Streets			Total Annual Cost
	Current Residential Street Maintenance Backlog Expense	Refuse Vehicle Impact as Percent of Total Vehicle Impacts	Portion Attributed to Residential Refuse Vehicles	Current Collector Street Maintenance Backlog Expense	Refuse Vehicle Impact as Percent of Total Vehicle Impacts	Portion Attributed to Residential Refuse Vehicles	
Open Competition	\$ 82,000,000	24.4%	\$ 15,978,000	\$ 43,000,000	10.9%	\$ 4,703,000	\$ 20,681,000
Contracted or Districted	\$ 82,000,000	8.0%	\$ 5,247,000	\$ 43,000,000	3.3%	\$ 1,427,000	\$ 6,674,000
			\$ 10,731,000			\$ 3,276,000	\$ 14,007,000

Alley Maintenance Costs

The above analyses are specific to the City's residential and collector streets, and as noted assume that 20% of residents receive alley service. While information was not available that would allow us to perform a specific analysis of the impact of Refuse Vehicles on the City's alley repair costs, the City spends approximately **\$60,000** annually on residential and commercial alley repair. It is reasonable to assume that

Ms. Kira Beckham

June 11, 2022

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Refuse Vehicles are responsible for some, potentially significant portion of that expense specific to the maintenance of residential alleys.

Refuse Vehicle Hauler Impact Fees

Regardless of whether or not the City decides to maintain its current open competition residential collection system or move to a contracted or districted collection system, it may wish to consider charging licensed haulers a fee to offset the street maintenance cost impacts of their residential Refuse Vehicles. While we are not aware of any cities in Colorado that charge such a fee, "Refuse Vehicle impact fees" have been applied in California for more than 15 years and in many cases the amount of those fees were based on studies that used the same methodology R3 used for this analysis. **Table 7** provides the projected monthly and annual Refuse Vehicle Impact Fee charge per residential account for Scenario 1 (3.5 haulers)

As shown, under the current open competition system a monthly fee of **\$1.50** per residential account would fund the portion of the City's current street maintenance budget associated with Refuse Vehicle impacts. Under a contracted or districted system that monthly fee would be **\$0.50** per residential account; **\$1.00** less per month than for the open competition system.⁵

Table 7

	Monthly Refuse Vehicle Street Maintenance Impact Fee per Residential Account	Annual Refuse Vehicle Street Maintenance Impact Fee per Residential Account
Open Competition	\$ 1.50	\$ 18.00
Contracted or Districted	\$ 0.50	\$ 6.00
Savings with Contracted/Districted Collection	\$ 1.00	\$ 12.00

Note: The calculated fees in **Table 7** do not account for any recouping of the existing unfunded backlog attributed to Refuse Vehicles, which if considered would increase those fees potentially significantly depending on the period of time over which they were recouped.

Contracted, Districted, and Open Competition Systems Considerations

R3 is a consulting firm that has worked exclusively for municipal agencies for more than 15 years, we do not work for private haulers. We do however have good working relationships with Waste Management, Republic Services, and Waste Connections (National Haulers), as well as many other regional and local haulers, and regularly interact with their local and regional staff on behalf of our clients. We have direct experience with all types of residential and commercial solid waste collection system structures, and specifically contracted, districted, and open competition services.

In support of the City's consideration of contracted or districted solid waste collection services we offer the following considerations, based on our experience:

- 1. Community Outreach and Education is Critical** - Residents typically have a lot of questions about how they would be impacted by a contracted or districted residential collection system. It is important that they receive accurate information, that addresses the major issues and concerns so that residents have an informed understanding of the associated impacts.

2. **Maintaining Flow Control** - Flow control can be established as a condition of any contracted or districted system. In either case, the City would contractually require the selected hauler(s) to use City designated facilities (e.g., Larimer County landfill), or allow proposers to offer an alternative site, which the City could allow at its sole discretion.
3. **Benefits of Contracted or Districted System versus an Open Competition System** - In addition to reduced Refuse Vehicle impacts, which can be significant, a major advantage of districted and contracted collection as compared to open competition are the significant operational efficiencies to be realized. The operational efficiencies that are gained by collecting every account on a street rather than only a portion are substantial. As collection operations comprise the majority of costs (monthly rates), there is a potential for significant cost savings (and/or service improvements) to be realized within a contracted or districted system.
4. **Benefits of Contracted versus Districted Collection System** - A single hauler contracted system provides for economies of scale with respect to required management, administration and operational resources when compared to a multiple hauler districted system, and there are potential associated cost savings and/or service improvements that can be realized. City contract management requirements are also significantly less with a single contracted hauler versus multiple districted haulers.
5. **Opt Out Provisions Undercut the Benefits of Contracted and Districted Collection** – If the City chooses to contract or district collection services, Colorado law preserves the right for residents to choose their waste hauler, although residents could be charged an opt-out fee for doing so. If the City contracts or districts collection services, to the extent that residents opted-out from the City's selected hauler the benefits associated with districted or contracted services would be negatively impacted. Our experience has been that in those jurisdictions that have contracted (franchised) collection the vast majority of residents would not support moving to an open competition system with multiple haulers operating on their street. Under a contracted or districted system the National Haulers' operations while not interchangeable, are from the residents interface generally similar, with programs and operational standards dictated by contractual requirements.
6. **Meeting Zero Waste Goals** – Many but not all of the City's zero waste goals are achievable under the current open competition system. The next step for the City on the path to zero waste is to increase yard trimmings, and food scrap collection once infrastructure is available within a reasonable haul distance. Yard trimmings and food scrap collection can take place under an open market or contracted system but would be much more affordable under a contracted system. A contracted system supports addressing zero waste goals and other community livability goals through the same action.
7. **National Haulers Routinely Win and Lose Contracts** - The three National Haulers that operate in the City routinely compete for franchised collection services. Winning and losing contracts is part of the industry and should any National Hauler not be awarded a residential collection system contract with the City going forward they would reassign their assets and move on. The National Haulers are not going to be significantly impacted by losing their existing residential market share should the City contract with an exclusive hauler. It is not known the extent to which Mountain High Disposal would be impacted should it lose its residential market share.

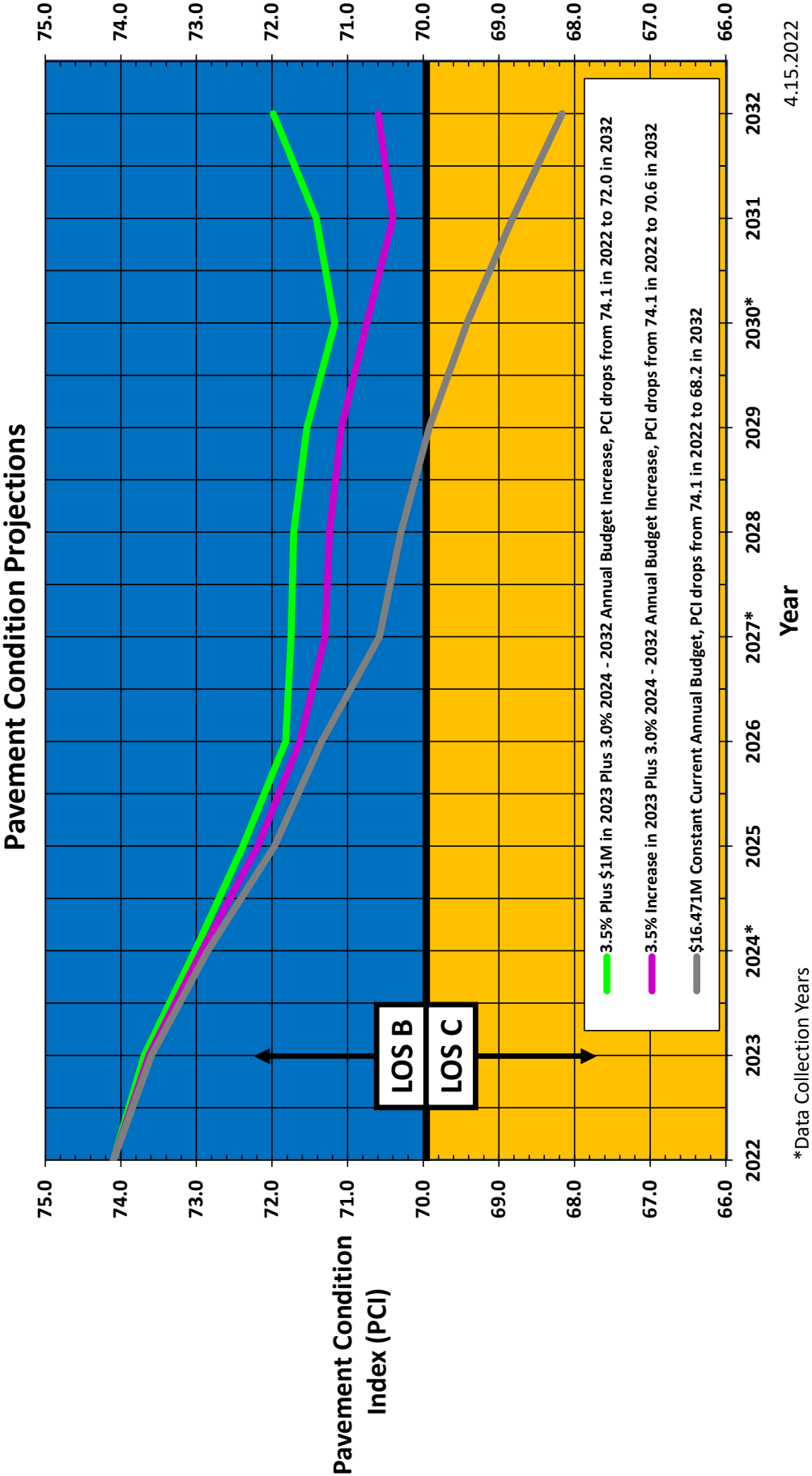
Note: It is not uncommon for the winning hauler to reimburse a city for the cost of a competitive procurement process.

8. **There is a Competitive Local Marketplace** - Districting for purposes of maintaining competition in the City is not necessary. If the City enters into an exclusive contract with a hauler, if and when that contract goes back out for a competitive procurement, all of the National Haulers and other regional haulers will likely have a significant interest. The most significant step the City can take to ensure ongoing competition for its residential collection system is for it to own the corporation yard that its contracted hauler operates out of. Access to a local corporation yard location is a major factor impacting a hauler's interest/ability to compete for a collection franchise. If the City owns the corporation yard any hauler in the State or nationally that wanted to compete for the City's contract would have the ability to effectively do so. They simply come in and set up shop at the City's refuse corporation yard and pay the City a monthly rent.

9. **Contracted or Districted Services do not Create a Monopoly** - Contract term lengths and the annual rate adjustment mechanism need to be contractually established, and if you have a strong performance-based franchise agreement that holds the hauler to objective safety, customer service, public education and outreach, financial and operational standards, you have an effective regulatory framework.
10. **Rate can be Effectively Controlled** - With contracted or districted services the competitive marketplace establishes the reasonableness of the initial rates. An annual rate adjustment mechanism needs to be defined and made known to the haulers at the time they prepare their proposals. A Refuse Rate Index (RRI) is one method for annual adjustments that uses a number of indices (e.g., labor, fuel, vehicle capital cost, vehicle maintenance cost, consumer price), and is intended to model actual changes in major cost items. An option for an special rate adjustment can also be provided to address extraordinary circumstances (e.g., change in law, force majeure, costs beyond contactor's control). Alternatively, costs can periodically be set to actual expenses, plus a reasonable profit.
11. **Street Maintenance Costs and Refuse Vehicles Contribution to those Costs are Going to Increase Unless City is Able to Maintain its Current CPI** - At current budgeted levels the average PCI of the City's streets is projected to decrease from "good" to "fair" by 2032. The most significant step the City can do to maintain the quality of its residential streets and starve off the significant street maintenance cost increases that begins as streets fall from good to fair to poor quality is eliminate the current open competition residential collection system and not allow for an opt-out provision.
12. **City Can Require Winning Hauler to Hire All Displaced Drivers and Mechanics** - There is a shortage of qualified drivers and mechanics throughout the industry, and any hauler that wins a contract in the City would likely look to hire as many of the drivers and mechanics from those companies that did not win a contract as it could. Any Request for Proposals can require the winning hauler to offer employment to all displaced qualified drivers and mechanics as a condition of the award of the contract. Additional requirements can also be established including require the selected hauler to maintain displaced employee seniority, honor any scheduled vacations, provide matching 401K program, and/or any other conditions the City may wish to establish or encourage.
13. **Municipal Operations Generally Cannot Compete with Private Sector Operations** - We are not aware of any jurisdiction that has moved from a collection system operated by private haulers to a municipal operation. The price of entry alone may make this option a non-starter given that fully automated solid waste vehicles can approach \$400,000 each, and obtaining qualified drivers, mechanics, and other staff is extremely difficult in the current employment market. Even if the City could afford to implement a municipal collection system, it is very unlikely that it could effectively compete with a private sector hauler operating under a well-designed performance based franchise agreement. This is due to the fact that Municipal operations:
 - a) Do not have the economies of scale of regional or national haulers;
 - b) Do not have access to the significant corporate safety, customer service, vehicle maintenance and other resources of regional or national haulers, and
 - c) Unlike private haulers, municipal collection managers do not have direct control over a city's safety, vehicle maintenance, or customer service functions, all of which are fundamental to collection system performance. It is not uncommon for a city's safety resources to be inadequate for the safety management demands of solid waste collection operations, and for fleet services to prioritize the maintenance of police and fire vehicles above that of Refuse Vehicle. City customer service functions also commonly fill a broader demand than just solid waste customer service needs, which can impact performance versus an industry specific customer service function with objective contractual performance standards.

Attachments:

- A Pavement Condition Projections





June 6, 2022

Ms. Kira Beckham
Lead Specialist
Environmental Sustainability
City of Fort Collins
300 LaPorte Avenue
Fort Collins, CO 80521
submitted via email: kbeckham@fcgov.com

SUBJECT: Final Report - Trash Collection Vehicle Emission, Noise, and Safety Analysis

Dear Ms. Beckham,

R3 Consulting Group, Inc. (R3) was engaged by the City of Fort Collins (City) to update our trash collection vehicle emission, noise, and safety analysis that was prepared for the City in 2008. This Letter Report provides the results of our analysis.

Project Objective

To compare the vehicle emission, noise, and safety impacts of residential trash, recycling, and yard waste collection vehicles (Refuse Vehicles) of the City's current open competition system to a contracted or districted collection system with a single hauler providing services in any given area of the City.

* * * * *

We appreciate the opportunity to be of service to the City. Should you have any questions regarding our letter report or need any additional information, please contact me by phone at (916) 947-4880 or by email at wschoen@r3cgi.com.

Sincerely,

A handwritten signature in blue ink that reads 'William H. Schoen'.

William Schoen | *Sr. Project Director*

R3 Consulting Group, Inc

916.947.4880 | wschoen@r3cgi.com

June 6, 2022

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Summary Findings

The vehicle emissions from the City's licensed hauler Refuse Vehicles are in large part directly related to the number of miles those vehicles drive on the City's streets. As such, contracting or districting solid waste collection services and limiting services in any given area of the City to one hauler and reducing the associated miles driven by Refuse Vehicles, is the most significant immediate step the City can take to reduce Refuse Vehicle emissions. If you assume that all four licensed haulers provide service on both sides of every residential street in the City, switching from the open competition to a contracted or districted system would reduce the number of haulers on any given residential street from four (4) to one (1); a 75% reduction in the number of haulers and Refuse Vehicle miles driven, with a reduction in the associated vehicle emissions. If we assume an average of three (3) haulers currently operating on each residential street the vehicle miles driven would decrease by 67%. At two (2) haulers there would be a 50% reduction in miles driven and associated vehicle emissions.¹

It is estimated that under the current open competition system, and assuming an average of three and a half (3.5) licensed haulers operating on each residential street, Refuse Vehicles emit approximately 830 carbon equivalent tons annually. Under a contracted or districted residential collection system that figure would be reduced to approximately 300 carbon equivalent tons annually.

Vehicle emissions can also be reduced by expanded use of compressed natural gas (CNG) vehicles, and/or potentially electric vehicles at some point in the future. Similarly, both CNG and electric vehicles generate less noise than diesel powered engines. Those and other emission and noise reduction technologies can be required as part of the City's hauler licenses or contracts. Requirements we recommend the City consider include: limiting the age of Refuse Vehicles unless retrofitted with City required emission, noise and/or safety technologies (e.g., operate-in-gear-at-idle, automatic engine shut off systems, LED headlights and strobe lights, vehicle safety cameras, "smart" back-up alarms, on-board video event recorders (e.g., DriveCam)).

Whether or not the City maintains the current open competition residential collection system or switches to a contracted or districted system, we recommend that it consider developing an (exclusive/non-exclusive) Solid Waste Franchise Agreement (Agreement). That Agreement should provide detailed and objective performance standards with respect to safety, customer service, public education and outreach, required programs, diversion requirements (e.g., minimum required diversion rates), City fees, and other specifics. If the City maintains its current open competition system, we recommend that all haulers be required to agree to the City's contract (franchise agreement) terms as a condition of doing business in the City. If the City issues a request for proposals (RFP) for contracted or districted services, we recommend that the RFP include a draft of the City's Agreement. All proposers should be required to identify any terms of the Agreement that they take exception to, and provide acceptable replacement language as part of their proposals, with the understanding that the City will only consider negotiating those terms identified in the haulers' proposals.

Note: A copy of a recently executed franchise agreement between Waste Management and the City of Beaumont, CA has been provided to the City under separate cover. That document provides an example of the types of general terms and conditions that Waste Management, Republic and other haulers have committed to under existing contracts. While the City may wish for a more abbreviated agreement, we recommend that many of the provisions of that document be included in any Agreement the City develops.

¹ Vehicle emission reductions would be somewhat less than the associated reduction in vehicle miles driven since the emissions associated with vehicles while they are physically dumping residential carts does not change regardless of the number of haulers. Similarly, noise associated with vehicles traveling down residential streets would decrease but the amount of noise generated at the point of collection would not change regardless of the number of haulers operating on a given street.

June 6, 2022

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Background

In Fort Collins, residential trash, recycling, and yard waste services are provided by the following four (4) licensed private trash haulers:

- Mountain High Disposal
- Republic Services
- Ram Waste Systems (Waste Connections); and
- Waste Management

Residents are free to subscribe to collection services from any of the licensed haulers, with trash haulers competing for market share. Under this open competition system, multiple haulers provide service on each residential street each week, with resulting street maintenance and other impacts.

Under a contracted system, a single hauler would provide all residential services citywide. Under a districted system, the City would be broken into multiple service areas (districts), with a single hauler providing service in each district.

All other factors the same, moving from an open competition residential collection system to a contracted or districted collection system would reduce the number of Refuse Vehicle miles traveled on the City's residential streets. As a result, there would be a significant corresponding decrease in the associated vehicle street maintenance, emission, and noise impacts, and improved neighborhood aesthetics. All of the factors the same, there would also be fewer Refuse Vehicle accidents and related property damage corresponding to the decrease in the number of Refuse Vehicle miles driven in the City.

Refuse Vehicle Emissions

Background / Overview

The greatest contribution to human Greenhouse emissions comes from transportation, followed closely by electricity generation and industry. There is a tremendous amount of pressure on the top 3 economic sectors to reduce their GHG emissions, with most goals set for 2035 and 2050. Within the transportation sector, municipalities deploy the highest GHG-emitting vehicles daily, including public transportation vehicles and refuse trucks. On a per-mile basis, the refuse truck is the most egregious contributor,² with an average fuel efficiency of approximately 2.5 miles per gallon.³

Options for reducing Refuse Vehicle Emissions include the following, which are discussed in more detail below:

- Converting to CNG⁴, liquefied natural gas (LNG), or electric engines;
- Requiring operate-in-gear-at-idle systems; and
- Requiring automatic engine shut off systems.

Natural Gas and Electric Vehicles

Natural Gas Vehicles

While the majority of refuse vehicle fleets are powered by diesel engines, that is changing. By the end of 2020, 53% of Waste Management's collection fleet had been transitioned to CNG vehicles, comprising the largest heavy-duty natural gas fleet of its kind in North America. Over half of Waste Management's CNG vehicles use dairy or landfill biogas, including gas captured from landfills. In California, Oregon and Washington, 100% of Waste Management's natural gas fleet runs on renewable natural gas (RNG).⁵ By the end of 2019, Republic had more than 3,100 of its total vehicles running on alternative fuels; more than

² Source: EPA: Sources of Greenhouse Gas Emissions

³ Source: US Dept. of Energy - Alternative Fuels Data Center

⁴ CNG is the more economical and accessible option for U.S.-based refuse fleets.

⁵ Source: Waste Management 2021 Sustainability Report

20% of the company's fleet, and Waste Connections, has been running a fleet of around 1,100 CNG vehicles; 11% of its fleet. According to NGV America, more than 17,000 refuse and recycling trucks in the United States run on natural gas and about 60% of new collection trucks on order will be powered by natural gas.

According to NGV America,⁶ natural gas vehicles are 90% cleaner than the EPA's current NOx⁷ standard and emit up to 21% fewer GHG emissions than comparable gas and diesel vehicles. When fueling with RNG, GHG emissions can be reduced up to 382%. While burning natural gas in vehicles emits less carbon dioxide than burning diesel, the drilling and production of natural gas leaks methane, a potent greenhouse gas, and those leaks offset some of natural gas' carbon dioxide (CO₂) benefit.⁸

Burning natural gas for energy results in fewer emissions of nearly all types of air pollutants and CO₂ than burning coal or petroleum products to produce an equal amount of energy. About 117 pounds of CO₂ are produced per million British thermal units (MMBtu) equivalent of natural gas compared with more than 200 pounds of CO₂ per MMBtu of coal and more than 160 pounds per MMBtu of distillate fuel oil. The clean burning properties of natural gas have contributed to increased natural gas use for electricity generation and as a transportation fuel for fleet vehicles in the United States.⁹

Electric Vehicles

While natural gas-powered vehicles are the solid waste industries preferred form of alternative fuel, Waste Management, Republic, and Waste Connections are all testing electric refuse vehicles, which do not directly generate any vehicle emissions. In July 2020, 15 states, including Colorado, and Washington D.C, signed a memorandum of understanding to work toward a goal of 100% of medium- and heavy-duty zero-emissions vehicle sales by 2050. An added advantage of electric vehicles is that they generate significantly less engine noise.

Eco-Cycle of Bolder recently unveiled what it claims to be the country's first electric compost truck, and the move toward electric vehicles is in line with Colorado's draft Greenhouse Gas Pollution Reduction Roadmap, which calls for an accelerated move to electric vehicles.

Operate-in-gear-at-idle Technology

Operate-in-gear-at-idle technology can also reduce emissions. Operate-in-gear-at-idle systems allow an engine to run at much lower revolutions per minute (RPM) and thus conserve fuel when compared with collection vehicles that do not have the technology. Operate-in-gear-at-idle systems save fuel by using a larger hydraulic pump that produces the extra flow of fluid needed for a trash collection vehicle to load and compact garbage at standard speeds while the engine remains at idle. Without the systems, truck operators must shift the transmission and throttle the engine to power the hydraulic system every time they make a route stop or want to pack the load. There is minimal effect on truck performance and fuel savings of as much as 20% have been attributed to operate-in-gear-at-idle systems.¹⁰ Operate-in-gear-at-idle technology is generally standard on new side loading equipment.

An added advantage of operate-in-gear-at-idle technology is that it significantly reduces engine noise. Most of the loud engine noise associated with garbage trucks comes from revving the engine to pack the load. With an operate-in-gear-at-idle trash truck the hydraulic system is capable of packing without revving the engine and generating the associated engine noise.

⁶ Natural Gas Vehicles for America (NGV America) is a national organization of roughly 200 companies and organizations dedicated to the development of a growing, profitable, and sustainable market for vehicles, ships and carriers powered by natural gas or biomethane.

⁷ Nitrogen oxides (NOx) are a collective term for toxic gas molecules that are chemical compounds between nitrogen and oxygen and are an essential component of air pollution.

⁸ Source: <https://www.usatoday.com/story/news/nation/2014/02/13/natural-gas-leaks-methane-beyond-epa-estimates/5452829/>

⁹ Source: U.S. Energy Information Administration; <https://www.eia.gov/energyexplained/natural-gas/natural-gas-and-the-environment.php>

¹⁰ Ideal Idle Idea; K. Simpson, Waste Age, Sep 1, 2006 12:00 PM

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Automatic Engine Shut-Off Systems

Idling engines can burn up to one (1) gallon of fuel per hour. A 2013 report from the Argonne National Laboratory-Center for Transportation Research estimated that garbage trucks waste approximately 27.5 million gallons of fuel per year through idling, whether they're waiting in line to drop off a load or providing a comfortable place for a driver to take a break.

On-board engine controls can be installed that automatically cut off the engine after a set time period if a driver leaves it idling. Waste Management, Republic, and Waste Connections all have installed automatic engine shut off devices that shut the engine down after five minutes of idling on some of their vehicles. This five-minute standard is consistent with the proposed time frame in EPA's Model State Idling Law and in accordance with the American Transportation Research Institutes Compendium of Idling Regulations.

Waste Management has mandated an idle shutdown policy, which means all of the company's trucks with electronic engines are programmed to shut down after five minutes of idling. Additionally, with the installation of on-board computer GPS tracking technology, Waste Management can review how, when, and where trucks idle, which will inform them as they develop new policies on the issue.¹¹

Diesel Fuel Emissions¹²

A diesel engine, like other internal combustion engines, converts chemical energy contained in the fuel into mechanical power. Diesel fuel is a mixture of hydrocarbons, which during an ideal combustion process would produce only carbon dioxide (CO₂), and water vapor (H₂O). Diesel emissions, however, also include other pollutants, most of which originate from various non-ideal processes during combustion. Common pollutants include unburned hydrocarbons (HC), carbon monoxide (CO), nitrous oxides (NO_x) or particulate matter. Total concentration of pollutants in diesel exhaust gases typically amount to some tenths of one percent, with much lower, "near zero" levels of pollutants emitted from modern diesel engines equipped with emission after treatment devices such as NO_x reduction catalysts and particulate filters. Given the relatively low levels of those pollutants, our review of diesel emissions focused on the production carbon dioxide, which is the major greenhouse gas produced by burning diesel fuel.

Contracted/Districted vs. Open Competition System Vehicle Emissions Projections

Implementing a contracted or districted collection system would also reduce overall vehicle emissions as a result of the reduction in the number of residential trash collection vehicle miles traveled. **Table 1** provides a comparison of projected Refuse Vehicle engine carbon dioxide (CO₂) emissions for a contracted or districted collection system, with one hauler per residential street, versus an open competition collection system with an average of 3.5 and 7.0 haulers per residential street.

Table 1

Average Number of Haulers per Street	Annual Refuse Vehicle Miles	Average Miles / Gallon of Diesel	Annual Gallons of Diesel	Annual CO ₂ Emissions (Carbon Dioxide)					
				Pounds / Gallon Diesel	Total Pounds	Total Tons	Carbon Equivalent Factor	Carbon Equivalent Tons	Tonnage Increase vs. Single Hauler
1.0	294,840	3.0	98,280	22.46	2,207,000	1,104	0.27	301	0
3.5	810,810	3.0	270,270	22.46	6,070,000	3,035	0.27	828	527
7.0	1,533,168	3.0	511,056	22.46	11,478,000	5,739	0.27	1,565	1,264

¹¹ Solving the truck-idling Problem; Laura Waldman 2013; Sustainable America.

¹² Source: https://dieselnet.com/tech/emi_intro.php

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As shown, one hauler operating in the City providing weekly solid waste and yard waste service, and biweekly recycling, is estimated to generate approximately 300 tons of carbon equivalents annually.^{13,14} Assuming that on average 3.5 licensed haulers provide service on each residential street under the current open competition system, a total of 828 carbon equivalent tons are generated by their Refuse Vehicles; 527¹⁵ more carbon equivalent tons annually.

Recommendations

- ***Contract or district collection services to reduce Refuse Vehicle emissions.***
- ***Require all Refuse Vehicle engines be equipped with emission after treatment devices such as NOx reduction catalysts and particulate filters.***
- ***Require all Refuse Vehicles to be equipped with operate-in-gear-at-idle technology, and automatic engine shut-off systems.***
- ***Consider requiring the testing/use of at least one electric Refuse Vehicle should the City contract Citywide services to a single hauler.***

Refuse Vehicle Noise

Background / Overview

Noise from trash trucks can be related to a number of factors including:

- Engine noise;
- Backing alarms;
- Noise at the point of collection (dumping material such as glass in curbside recycling systems);
- Time of collection; and
- Vehicle maintenance.

The specific strategies and options to reduce those noise impacts depend in large part on the source of the noise. Some jurisdictions have established specific noise standards that haulers must comply with during collection operations (e.g., decibel ratings within a specified distance from the vehicle).

Engine Noise

Engine noise associated with residential trash trucks is largely related to revving of the engine when the vehicle is packing. Diesel garbage trucks can generate noise levels of up to 100 decibels. Two of the most significant options available to reduce trash truck engine noise are:

- Converting to CNG, LNG, or electric engines; and
- Using “operate-in-gear-at-idle” technology¹⁶.

In addition to the above options, a well-built, tight-fitting, well-maintained vehicle can also help reduce noise.

¹³ A CO₂ equivalent (CO₂e) is a unit of measurement that is used to standardize the climate effects of various greenhouse gases.

¹⁴ This is for on-route miles driver only and does not account for miles driven back and forth from the route to the corporation yard, landfill, and yard waste and recyclable material processing facilities.

¹⁵ The analysis assumes that 30 percent of the City’s residential streets are in home owners associations with a single hauler providing service on those streets.

¹⁶ With non-operate-at-idle vehicles the engines need to rev when the body is packing. With an operate at idle vehicle there is a hydraulic system on the body which is capable of providing the hydraulic pressures need to pack without revving the engine, which creates noise.

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A study in the Netherlands found there were noise reductions with natural gas vehicles of 90% inside the truck, 98% beside the truck, and 50% behind the truck compared to diesel powered vehicles.¹⁷ Our understanding is that Waste Management has its own natural gas fueling station and currently operates a natural gas fleet in the city, while the other licensed haulers operate diesel vehicles. Electric vehicles offer the potential for further significant vehicle noise reduction, although their technical viability within the solid waste industry has yet to be proven.

In addition to fuel savings, operate-in-gear-at-idle technology also significantly reduces engine noise. Most of the loud engine noise associated with garbage trucks comes from revving the engine to pack the load. With an operate-in-gear-at-idle trash truck there is a separate hydraulic system on the truck body. This separate hydraulic system provides the pressure needed to pack the load without revving the engine and generating the associated engine noise. Many Refuse Vehicle manufacturers offer operate-in-gear-at-idle technology standard on vehicle models, including Heil and McNeilus.

Backing Alarms (Beepers)

Vehicle backing and noise associated with vehicle backing alarms are most often associated with commercial collection activities. Placing limits on the time of commercial collection activities near residential neighborhoods can help address related noise issues. “Smart” back-up alarms can also be used. These alarms sense the level of ambient noise and adjust accordingly. In quiet conditions the alarm beeps at a much quieter level. Smart Alarms are also available that sound at a minimum decibel level only when radar detects an object and makes a sound only as long as the danger exists.¹⁸

Noise at Point of Collection

Noise at the point of collection (i.e., emptying containers) can be reduced by taking various actions to reduce engine noise, as discussed above. In addition, efforts to reduce noise associated with the dumping of materials, particularly glass recovered through the curbside program can also be taken. These include commingling of glass with other recyclable materials, reducing dump heights and potentially eliminating glass from the curbside program, although we are not recommending the City consider doing so.

Overall noise associated with residential collection operations at the point of collection would not be reduced under a districted collection system since it does not reduce the number of pickups, only the number of vehicles making those pickups. The noise produced in transit from point-to-point would be reduced however due to fewer vehicles. The noise associated with collection operations would also be limited to a specific day in each neighborhood.

Time of Collection

Section 15.423 of the City’s Municipal Code [Hours of Operation] states that, “*No collector shall operate any vehicle for the purpose of collection of solid waste, recyclables, food scraps, or yard trimmings on any non-arterial street as designated by the City’s Master Street Plan between the hours of 7:00 p.m. and 7:00 a.m.*” Time restrictions placed on residential collection activities are common. Some jurisdictions also limit the time of commercial collection activities, which by their nature are noisy, within a specified distance of residential neighborhoods (e.g., not before 7:00 a.m. within 200 feet of a residential area). The City’s municipal code does not place any limits on the time of commercial collection other than as specified above.

Vehicle Maintenance

Effective vehicle maintenance can also reduce noise. Assuring that vehicles are well built, tight-fitting and well maintained will help reduce vehicle noise.

Recommendations

- ***Contract or district collection services to reduce Refuse Vehicle noise.***
- ***Require all Refuse Vehicles to be equipped with operate-in-gear-at-idle technology.***

¹⁷ Ahhhh...the Peaceful Sounds of Garbage Trucks; N. Stiles; MSW Management May/June 2007.

¹⁸ Note: Any vehicle specification requirements need to consider applicable local, state and federal requirements.

- ***Consider requiring the testing/use of at least one electric Refuse Vehicle should the City contract Citywide services to a single hauler.***

Refuse Vehicle Safety

Background / Overview

Solid waste operations can pose safety risks to employees and the general public. The consideration of “Safety First” is central to an effective solid waste management operation as safe operations enhance productivity and profitability.

According to the Department of Labor Statistics, Refuse and Recyclable Material Collectors have the one of the most dangerous jobs in the country with a fatality rate approximately 10 times the national average. A University of Miami study found that the leading cause of on-the-job fatalities for refuse and recyclable material collectors is impatient motorists who try to pass the garbage truck and hit the collector.

Trash collection activities also result in interaction with the general public and as such generate the potential for public safety issues. Efforts to reduce those interactions (e.g., contracted or districted collection), make the public more aware of collection vehicles and drivers (e.g., signage, lights), and providing drivers with additional training and tools to provide for safer collection operations (e.g., video recorders) all contribute to increasing public safety as it relates to trash collection services.

Waste Management, Republic Services, and Waste Connections all have reported safety records that compare favorably to the industry average. Waste Management Inc., the largest solid waste services provider in the country, has a model “Mission to Zero” plan and has significantly reduced worker injuries since the model was implemented. Republic, the second largest solid waste provider in the country, has paid particular attention to vehicle safety, including adding or replacing all incandescent lights with LED’s and additional LED strobe lights on each side and the front of the vehicles.

Many of the vehicle specifications, and other best practice industry safety initiatives have been embraced by the National Haulers to varying degrees. Best practice vehicle safety systems include:¹⁹

- **Collision Avoidance Systems and Advance Driver Assistance Systems** - Smart vision sensors can detect possible collisions with other vehicles, pedestrians, cyclists, and fixed objects and alter the driver visually and audibly to take proper measures to avoid collisions. The addition of smart sensors to the sides of large trucks addresses the blind zones and obstacles experienced by the operators.
- **In-Cab Recording Systems** - Automotive recording systems have become a staple for many companies. In-cab recorders typically have two cameras, one facing inside the cab and the other showing the view outside of the windshield. Most systems allow for extra cameras that can offer supporting views including backup views, side views and extra interior views. Recorders serve multiple purposes for both the operator and fleet manager. For the driver, most recorders also incorporate an event alert system that will chime when an event such as speeding or harsh braking occurs. The chime reminds the driver to take action to correct or avoid another event. Many are used as a “what happened” tool after an accident and can provide irrefutable evidence to exonerate drivers if they are the subject of a false liability claim. In-cab recorders can also offer live tracking and streaming via 4G LTE allowing managers to track vehicles throughout the route.
- **Multi-Camera Systems** - Camera and monitor kits can act as extra eyes and ears for drivers. The most commonly used camera is the backup camera used to show the otherwise “blind area” behind a vehicle during reversal. This may be sufficient for standard cars, but larger vehicles have many more blind zones to cover around the vehicle. New surround view camera systems provide a 360° aerial view of the vehicle and cover the immediate perimeter around the vehicle. This is achieved by “stitching” together the image from multiple cameras—typically four. This is a game changer for

¹⁹ Source: <https://wasteadvantagemag.com/how-to-maximize-the-safety-for-waste-trucks-and-operators/>

waste truck operators. With the use of a surround view system, immediate blind zones around the vehicle are visible to the truck operator.

The City may also wish to require haulers to report overweight vehicles periodically (e.g., monthly or quarterly) and potentially establish fines for overloaded vehicles. Overloaded vehicles present a safety hazard and are of particular concern with respect to Refuse Vehicle impacts on the City's streets, most notably residential streets. The impact of Refuse Vehicles on the City's streets increases exponentially with weight, and as such overloaded vehicles exert significantly greater impacts on the City's streets than vehicles that do not exceed their legal load weights.

Recommendations

- ***Contract or district collection services support increased Refuse Vehicle safety.***
- ***Consider requiring that all Refuse Vehicles be equipped with the state-of-the-art safety technologies as conditions of the City's hauler licenses or contracts.***
- ***Consider requiring haulers to track and report overweight vehicles.***



February 8, 2023

City of Fort Collins
300 LaPorte Avenue
Fort Collins, CO 80521

SUBJECT: Final Report – Weekly vs. Biweekly Recycling Street Maintenance and Vehicle Emissions Impact Analysis

R3 Consulting Group, Inc. (R3) was engaged by the City of Fort Collins (City) to update our trash collection street maintenance impact analysis that was prepared for the City in 2008. Our updated analysis was provided to the City in our Final Report – Trash Collection Street Maintenance Impact Analysis (Final Report) dated July 11, 2022. That analysis assumed biweekly (i.e., every other week) residential recyclable materials collection. The City subsequently requested that R3 update that analysis to compare weekly and every other week recycling. This letter report presents the results of that analysis.

Project Objective

To compare the impact of weekly versus biweekly residential recyclable material collection service on the City's residential and collector street maintenance costs and vehicle emissions. This analysis compares the current open market system that includes every-other-week recycling to a single hauler system with either weekly or every other week recycling.

Limitations

Our analysis is based on a number of underlying assumptions for which reasonable ranges exist. Changes to those assumptions can have a material impact on the resulting findings.

* * * * *

We appreciate the opportunity to be of service to the City. Should you have any questions regarding our letter report or need any additional information, please contact me by phone at (916) 947-4880 or by email at wschoen@r3cgi.com.

Sincerely,

A handwritten signature in blue ink that reads 'William H. Schoen'.

William Schoen | *Senior Project Director*

R3 Consulting Group, Inc.

916.947.4880 | wschoen@r3cgi.com

Findings

Based on the assumptions noted below:

Annual Street Maintenance Costs

Switching from biweekly to weekly recycling service is projected to increase the City's residential street maintenance costs by \$142,000 annually under the current open competition system, and \$51,000 under a contracted or districted collection system with one hauler serving any given area of the City (**Table 1**).

Table 1

Annual Street Maintenance Costs				
Collection System Structure	Biweekly	Weekly	Weekly Increase	
Open Competition	\$899,000	\$1,041,000	\$142,000	16%
Contracted or Districted	\$286,000	\$337,000	\$51,000	18%
Savings	\$613,000	\$704,000		
	68%	68%		

Annual Vehicle Emissions

Vehicle emissions are projected to be 23% higher for weekly versus biweekly recycling service, consistent with the increase in total Refuse Vehicle miles driven. Under the current system with an average 3.5 haulers assumed to operate on each residential street the total annual carbon equivalent tons are projected to increase by 166 tons from 721 tons to 887 tons. Under an exclusive single hauler system the total annual carbon equivalent tons are projected to increase by 61 tons for weekly versus biweekly service, from 262 to 323 tons (**Table 2**).

Table 2

Annual Carbon Equivalents				
Collection System Structure	Biweekly Vehicle Passes/Street	Weekly Vehicle Passes/Street	Weekly Increase	
			Carbon Equivalents	Percentage
Open Competition	721	887	166	23%
Contracted or Districted	262	323	61	23%
Savings	459	564		
	64%	64%		

Major Assumptions

Our analysis accounts for the following updated assumptions:

- Yard trimmings collection is provided eight (8) months per year. Trash and recycling collection service is provided year round;

- 75% of residents receive yard trimmings collection service, however, the vehicles collecting yard trimmings need to drive down every street to service those 75% of accounts that subscribe to service; and
- Twenty percent (20%) of the City's total residential and collector streets are located in home owner associations, with a single hauler providing service on those streets.

All other assumptions are consistent with those listed in our Final Report.

Key Take Aways

Weekly recycling service provides greater convenience to residents and as a result could potentially result in increased recycling levels. Street maintenance expenses and associated vehicle emissions however would increase under a weekly versus biweekly residential recycling collection system as shown in Tables 1 and 2 above. The monthly rate charged to residents would also be expected to be more for weekly versus biweekly service. Given that residents are currently provided with biweekly recycling service and that there are additional cost and emission impacts associated with weekly recycling, it seems that weekly recycling should only be pursued if the City determines that associated advantages (e.g., increased convenience and potential increased recycling levels) outweigh those additional cost and emission impacts.

<https://r3cgi.sharepoint.com/Shared Documents/R3 Shared/+Projects/Fort Collins, CO - Trash Collection Vehicle Impact Analysis -122025/Project Report/Weekly vs. Biweekly Recycling Final Report 020823.docx>
2/13/2023 10:14 AM

**REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES – 2/1/2023
SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE PARTIES**

REVIEW VERSION

AGREEMENT FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES

FEBRUARY 1, 2023

The contract is not in effect until approved by City Council and signed by both Republic Services and the City.

References to sections of the City Code in the review version of the contract may be changed prior to or during Council consideration of the contract because Council would be adopting changes to the municipal code simultaneous with adoption of the contract.

The City and Republic Services may make technical changes to the review version of the contract prior to signing.

**REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES – 2/1/2023
SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE PARTIES**

AGREEMENT FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES

THIS AGREEMENT FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES ("Agreement") is made and entered into on the Effective Date (defined below) by and between the CITY OF FORT COLLINS, a Colorado home-rule municipal corporation ("City"), whose address is 300 LaPorte Ave., Fort Collins, Colorado 80521 and Allied Waste Systems, Inc., a Delaware corporation d/b/a Republic Services of Colorado ("Contractor"), whose local address is 1941 Heath Parkway, Unit 2, Fort Collins, CO 80524, each of which is individually a "Party" and collectively are the "Parties".

WHEREAS, the Contractor, in response to the City's Request for Proposals ("RFP") No. 9648 dated September 12, 2022, submitted a proposal for Residential Solid Waste Collection Services dated October 17, 2022 ("Proposal"), to provide Collection Services for Residential Units, as such terms are defined below, within the City; and

WHEREAS, based on the outcome of the RFP the City has selected the Contractor to perform the Collection Services for Residential Units in accordance with the terms of this Agreement and pursuant to the City's authority under C.R.S. § 30-15-401(7.5) and Chapter 12, Article II of the Fort Collins Municipal Code; and

WHEREAS, pursuant to C.R.S. § 30-15-401(7.5) and Section 8-186(a) of the Fort Collins Municipal Code, this Agreement is subject to approval by the City Council of the City of Fort Collins by ordinance.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Definitions.** For the purposes of this Agreement, the following terms shall have the meanings set forth herein unless the context specifies otherwise:
 - A. "Acceptable Waste" means Bulky Waste, Recyclable Materials, Solid Waste and Yard Trimmings but does not include Excluded Waste.
 - B. "Administrative Fee" means that fee authorized by Section 12-32(b) of the Fort Collins Municipal Code.
 - C. "Associated Services" means customer service and billing functions, including billing of Customers and Service Opt-Out Customers.
 - D. "Bulky Waste" means Solid Waste that does not fit in a closed solid waste cart, excluding Excluded Waste, electronics, yard trimmings, recyclable cardboard, items that weigh more than 60 pounds, and items larger than 6' x 6'.
 - E. Carts Terminology:
 - "XS Cart" shall mean a 30-39-gallon cart with an insert that functionally creates a cart with less than 30 gallons of available capacity.
 - "Small Cart" shall mean a cart with a capacity of 30-39 gallons.
 - "Medium Cart" shall mean a cart with a capacity of 60-69 gallons.
 - "Large Cart" shall mean a cart with a capacity of 90-99 gallons.
 - "XL Cart" shall mean two Large Carts.

REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES – 2/1/2023
SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE PARTIES

- F. "City Limits" means the boundary of the City of Fort Collins as identified via the City of Fort Collins GIS system. City Limits does not include the Growth Management Area. The City Limits are subject to change through future annexations by the City.
- G. "City Representative" means the City's Environmental Program Manager for Waste Reduction & Recycling, or another City employee designated through the process established in Section 10, who shall be the Contractor's primary contact at the City of Fort Collins.
- H. "Collection Services" means the collection, transportation, and delivery to an appropriate facility of Solid Waste, Recyclable Materials, Yard Trimmings, Bulky Items, and Associated Services for Residential Units conducted in a manner consistent with all applicable laws and regulations and the provisions of this Agreement.
- I. "Contractor" means Allied Waste Systems, Inc., a Delaware corporation d/b/a Republic Services of Colorado.
- J. "Customer" means an owner or occupant of a Residential Unit that receives Collection Services from Contractor under the terms of this Agreement.
- K. "Door-to-Door Service" means service in which Contractor brings carts from the Customer's location to the curb or alley for servicing and returns the carts to the Customer's location.
- L. "Dumpster" means a metal or plastic container, one (1) cubic yard to ten (10) cubic yards in volume, that is manufactured and used for the collection of Solid Waste, Recyclable Materials or Yard Trimmings.
- M. "Effective Date" means the effective date of this Agreement, which shall be the date stated in Section 4, Agreement Term.
- N. "Electronics" means any electronic device or electronic component as those terms are defined in the Colorado Hazardous Waste Regulations, 6 Code of Colorado Regulations 1007-3, Section 260.10 and as amended by the State of Colorado from time to time.
- O. "Excluded Waste" means (1) Hazardous Waste; (2) radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic waste as defined by applicable law; or (3) any other waste prohibited from a disposal or processing facility.
- P. "Force Majeure" means any act or event that prevents a Party from performing its obligations in accordance with the Agreement where the act or event is beyond the reasonable control and not the result of the fault or the negligence of the affected Party and such Party is unable to overcome such act or event through the exercise of due diligence. Such acts and events, include but are not limited to, acts of God, fire, explosion, accident, flood, earthquake, pandemic, epidemic, war, riot, and restraints or injunctions, not resulting from a Party's breach of any terms and conditions of this Agreement or any other contractual commitment. Force Majeure acts or events do not include: economic or financial events that impact Contractor's

REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES – 2/1/2023
SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE PARTIES

ability to access or use financial resources; or labor disputes or strikes. To the extent that the performance is actually prevented, the Contractor must provide written notice to the City of such condition within three (3) days from the onset of such condition. Weather that causes suspensions or delays in Collection Services, as referenced in the Severe Weather Protocol in Exhibit A, is not a Force Majeure act or event.

- Q. “Hazardous Waste” means any chemical, compound, substance or mixture that state or federal law designates as hazardous because it is ignitable, corrosive, reactive or toxic, including but not limited to solvents, degreasers, paint thinners, cleaning fluids, pesticides, adhesives, strong acids and alkalis and waste paints and inks.
- R. “Recyclable Cardboard” means corrugated cardboard, and shall include, but not be limited to, materials used in packaging or storage containers that consist of three (3) or more layers of Kraft paper material, at least one (1) of which is rippled or corrugated. Cardboard shall be considered Recyclable Cardboard regardless of whether it has glue, staples or tape affixed, but not if it is permanently attached to other packing material or a non-paper liner, waxed cardboard or cardboard contaminated with oil, paint, blood or other organic material.
- S. “Recyclable Materials” means the materials listed in Table 1 of Exhibit A and any other materials identified by Contractor and approved by the City as Recyclable Materials, provided those materials have been separated from Solid Waste and can be recovered as useful materials and are properly prepared for the purpose of recycling.
- T. “Residential Units” means and includes all single-unit residential buildings, and multi-unit residential buildings containing seven (7) dwelling units or fewer within the City Limits, subject to certain exceptions and/or City-granted variances as provided in Sections 12-29 and 12-30 of the Fort Collins Municipal Code. Residential Units also include residences of Service Opt-in Customers.
- U. “Service Commencement Date” means the date as stated in Section 5, upon which the Contractor begins providing all Collection Services to Residential Units.
- V. “Service Opt-In Customer” means a Homeowner Association (“HOA”) or multi-unit residential building containing eight (8) or more dwellings within the City Limits that qualifies for an exception to the City’s Residential Waste Collection Program as provided in Section 12-29 of the Fort Collins Municipal Code that opts-in to receive Collection Services from Contractor.
- W. “Service Opt-Out Customer” means any person or entity who opts-out of the City Residential Waste Collection Program pursuant to Fort Collins Municipal Code, Section 12-32(c).
- X. “Service Year” means a period of twelve (12) calendar months beginning on the Service Commencement Date.
- Y. “Solid Waste” means all refuse, putrescible and nonputrescible waste, excluding electronics, discarded or abandoned vehicles or parts thereof, sewage, sludge, septic tank and cesspool pumpings or other sludge, discarded home or industrial

**REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES – 2/1/2023
SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE PARTIES**

appliances, Hazardous Wastes, materials used as fertilizers or for other productive purposes and Recyclable Materials or Yard Trimmings which have been source separated for collection and does not include Excluded Waste.

- Z. "Transition Period" means the time from Effective Date until the Service Commencement Date.
- AA. "Transition Plan" means a plan documenting the timeline for which activities shall be undertaken by the Contractor and by the City during the Transition Period.
- BB. "Yard Trimmings" means those materials included in Table 2 of Exhibit A and any other similar organic materials identified by Contractor and approved in writing by the City Representative as Yard Trimmings.

2. Scope of Agreement.

- A. This Agreement pertains to Collection Services for Residential Units in the City Limits provided by Contractor on behalf of the City pursuant to the City's authority in C.R.S. § 30-15-401(7.5). Contractor's work under this Agreement shall consist of all supervision, materials, equipment, fuel, labor, tip fees and other items necessary to diligently and effectively provide Collection Services.
- B. This Agreement shall not be considered a franchise for services to the residents of the City and any residential household may choose to negotiate with any other solid waste collection service provider licensed to do business in the City or may choose to remove their own Solid Waste, Recyclable Materials, Yard Trimming and Bulky Items in accordance with applicable laws and regulations and subject to the payment obligations set forth in Sections 3.1 and 4.7 of Exhibit A.

3. Scope of Services. Beginning on the Effective Date or Service Commencement Date, as applicable, the Contractor shall provide services to the City or, as applicable, to each Residential Unit as described herein:

- A. Request for Proposal. Request for Proposal (RFP) 9648 Residential Solid Waste Collection Services dated September 12, 2022 is incorporated herein by this reference. In the event a conflict exists between contract documents the order of precedence shall be 1) This Agreement including all exhibits; 2) RFP; and 3) Contractor's Proposal.
- B. Contractor's Proposal. Contractor's Proposal dated October 17, 2022 is incorporated herein by this reference.
- C. Collection Services. Applicable Collection Services for Residential Units and Service Opt-Out Customers shall be in accordance with **Exhibit A**, which is attached hereto and incorporated herein by this reference.
- D. Operating Specifications. All services performed hereunder shall be subject to the requirements stated in **Exhibit A**, which is attached hereto and incorporated herein by this reference.

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- E. Contractor Performance. The Contractor is required to provide a high level of customer service, timely and accurate billing on behalf of the City, and professionalism in the performance of services under this Agreement. Performance failures will be addressed, to the extent possible, through liquidated damages for certain infractions as set forth on Exhibit A. The Parties agree, assigning a monetary value for damages to the City and the public for performance failures for such matters do not easily translate to the dollar amount of such damage, and that the liquidated damage amounts that are set forth in Exhibit A, which is attached hereto and incorporated herein by this reference, are reasonable estimates as to the dollar amount of damage incurred in relation to each offending act or omission.
- F. Pricing. The Contractor shall perform applicable Collection Services for Residential Units and Service Opt-Out Customers at the prices stated in Exhibit B, which is attached hereto and incorporated herein by this reference.
- G. Compensation. As compensation for the services provided under this Agreement, Contractor shall retain all fees collected from Customers and Service Opt-Out Customers except for the Administrative Fee, as provided in Exhibit A. The City is not liable or otherwise responsible to Contractor for any fee not paid by any Customer or Service Opt-Out Customer.
- H. Insurance. Without limiting any of the Contractor's obligations hereunder, the Contractor shall provide and maintain insurance coverage naming the City as an additional insured under this Agreement, via blanket-form endorsement, as applicable of the type and with the limits specified within Exhibit C, which is attached hereto and incorporated herein by this reference. Prior to the Effective Date of the Agreement, the Contractor, or its authorized representative, shall deliver to the City's Purchasing Director, purchasing@fcgov.com or P.O. Box 580, Fort Collins, Colorado 80522, one copy of a certificate evidencing the insurance coverage required from an insurance company rated A-VIII or higher by A.M. best Company and approved in Colorado.
- I. Confidentiality. The Contractor shall comply with Exhibit D, which is attached hereto and incorporated herein by this reference.
- J. Ownership of Waste. Contractor shall take ownership of Acceptable Waste when it is loaded into Contractor's vehicle. Ownership of and liability for any Excluded Waste shall remain with the generator and shall at no time pass to Contractor.
- K. Right of Refusal. If any Excluded Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire pick-up that contains those items. In the event such items are present but not discovered until after it has been collected by Contractor, Contractor may, in its sole discretion, remove, transport, and dispose of such items at a facility authorized to accept those items, in accordance with applicable law and charge the depositor or generator for all reasonable direct costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of those items.

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4. Agreement Term. Subject to approval by ordinance of the Fort Collins City Council, this Agreement shall commence effective March 17, 2023, ("Effective Date") and shall continue in full force and effect for five (5) years from the Service Commencement Date, unless terminated as provided herein ("Agreement Term").
5. Service Commencement Date. The Service Commencement Date is the date the Contractor starts performing all Collection Services for Residential Units under the Agreement. The Service Commencement Date shall be September 30, 2024, subject to change by mutual written agreement of the Parties.
6. Early Termination. Notwithstanding the time periods contained herein, this Agreement shall terminate: 1) if the City fails to appropriate funds pursuant to Section 9 of this Agreement at the time as such then-existing appropriations are to be depleted; or 2) in the event of a termination by default in accordance with Section 20; or 3) at either Party's option pursuant to Exhibit A, Section 4.11 in the event the Parties cannot mutually agree on the impact of uncontrollable costs.
7. Carts. Upon expiration or termination of the Agreement, ownership of all carts and replacement parts for such carts purchased by the Contractor under this Agreement shall transfer to the City. In the event of expiration or termination for Contractor default, the ownership of the Carts shall transfer to the City at no cost, free and clear of any liens or debt. In the event the Agreement is terminated early by the City in accordance with Section 6, the City shall pay the Contractor the net present value of the monthly cost per cart multiplied by the number of months remaining to reach five (5) years from the Service Commencement Date. Upon transfer of ownership, carts at Residential Units shall remain at the Residential Unit and Contractor shall transport the carts and replacement parts for such carts not at Residential Units to a location within Larimer County designated by the City Representative.
8. 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:

Contractor

Allied Waste Systems, Inc., d/b/a Republic Services of Colorado
Attn: General Manager
1941 Heath Parkway Unit 2
Fort Collins, CO 80524

Republic Services, Inc.
Attn: Legal Department
18500 N. Allied Way
Phoenix, AZ 85054

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City

City of Fort Collins
Attn: Program Manager, Waste Reduction and Recycling
PO Box 580
Fort Collins, CO 80522

City of Fort Collins
Attn: Purchasing Director
PO Box 580
Fort Collins, CO 80522

City of Fort Collins
Attn: City Attorney's Office
PO Box 580
Fort Collins, CO 80522

9. Appropriation. To the extent this Agreement or any provision in it would constitute a multiple fiscal year debt or financial obligation of the City, it shall be subject to annual appropriation by City Council as required in Article V, Section 8(b) of the City Charter, City Code Section 8-186, and Article X, Section 20 of the Colorado Constitution. The City shall provide Contractor with thirty (30) days written notice of any failure of the City to appropriate adequate funds. Neither party shall have the obligation to continue this Agreement in any fiscal year for which no such supporting appropriation has been made.
10. City Representative. The City Representative shall make, within the scope of their authority, all necessary and proper decisions with reference to the services provided under this Agreement. The City, through the City Manager, may change its representative by providing written notice of such change to Contractor. All requests concerning this Agreement shall be directed to the City Representative. Notwithstanding the foregoing, any changes to the Agreement shall not be binding on either Party without a written amendment to the Agreement.
11. Marks. Subject to a Party's express written approval, the other Party may use the Party's name, logo, symbol, trademark or service mark (together "Marks") in electronic, printed, stamped or inscribed materials to support and promote the relationship between the Parties during the Agreement Term. Each Party's right to use the Marks is royalty-free, non-exclusive, non-transferrable, and non-assignable.
12. Independent Service Provider. It is the express intention of the Parties that Contractor is an independent contractor performing services and is not an employee, agent, joint venturer, or partner of City. The City shall not be responsible for withholding any portion of Contractor's compensation hereunder for the payment of FICA, Workmen's Compensation or other taxes or benefits or for any other purpose.
13. Subcontractors and Disposal Facilities.
 - A. The City acknowledges and approves the Contractor's utilization of the following subcontractors to perform services hereunder:

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- i) Schaefer Plastics North America, LLC (“Schaefer”), which shall manufacture, warrant, and deliver the Carts for Solid Waste, Recyclable Materials and Yard Trimmings on Contractor’s behalf.

B. The City acknowledges and approves Contractor’s use of the following disposal facilities:

- i) A-1 Organics for disposal of Yard Trimmings.
- ii) Ewing Landscape Materials for disposal of Yard Trimmings.
- iii) Larimer County Landfill for disposal of Solid Waste.
- iv) Larimer County Recycling Center for disposal of Recyclable Materials.
- v) North Weld Landfill for disposal of Solid Waste.
- vi) Other disposal facilities selected and used in accordance with the terms of this Agreement.

C. Except as stated above in Section 13(A), Contractor may not subcontract any of the Collection Services or use another disposal facility without the prior written consent of the City Representative.

D. The following provisions shall apply for all services subcontracted hereunder: (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 shall be required to comply with all applicable terms of this Agreement, (c) the subcontract shall not create any contractual relationship between any such subcontractor and the City, nor shall it obligate the City to pay or see to the payment of any subcontractor, and (d) the work of the subcontractor shall be subject to inspection by the City to the same extent as the work of the Contractor. Contractor shall be solely responsible for performance of all duties hereunder.

14. Personal Services. It is understood that the City enters into the Agreement based on the special abilities of the Contractor and that this Agreement shall be considered as an agreement for personal services. Accordingly, the Contractor shall neither assign any responsibilities nor delegate any duties arising under the Agreement except as set forth in this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

15. Not Waiver. The City’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 City under this Agreement or cause of action arising out of performance of this Agreement. The failure or delay by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

16. Warranty.

A. The Contractor hereby warrants that it is qualified and has the financial capacity, operational capacity and equipment to assume the duties and responsibilities necessary to effectively render the services described herein and has all the requisite corporate authority, professional licenses, and permits in good standing required by law.

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- B. The services performed by the Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work. The services to be performed by the Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.
 - C. The Carts shall be warranted by Schaefer for a period of ten (10) years from the date of delivery. As stated in Exhibit A, Attachment 2 upon transfer of ownership the manufacturer's warranty for the carts shall transfer to the City. The Contractor shall use best efforts to ensure the City receives the manufacturer's warranty upon transfer of ownership.
17. City's Role. The Contractor shall provide all services with no direct support by City staff. Although City staff may collaborate with Contractor on certain initiatives such as Customer education and communication, such support is solely at the City's discretion. Notwithstanding the foregoing, the City intends to monitor and evaluate the progress and performance of Contractor to ensure the terms of this Agreement are being satisfactorily met in accordance with the City's and other applicable monitoring and evaluating criteria and standards. Contractor shall fully cooperate with the City relating to such monitoring and evaluation.
18. Force Majeure. If either Party is prevented in whole or in part from performing its obligations by force majeure, then the Party so prevented shall be excused from whatever performance is prevented by such cause.
19. Disputes Resolution. Except in the event of a Default, pursuant to Section 20, the Parties shall attempt to resolve disputes as follows:
- A. Informal Dispute Resolution. The Parties will use reasonable efforts to resolve any disputes under this Agreement through negotiation. If a dispute arises between the Parties, the primary Representative for each Party will first strive to work out the problem internally. If the Representatives are unable to resolve the dispute within ten (10) days of commencing discussions, then either Party may deliver a written notice to the other Party describing the nature and substance of the dispute and proposing a resolution (the "Notice of Dispute").
 - B. Executive Negotiation. During the first ten (10) days following the delivery of the Notice of Dispute (and during any extension to which the Parties agree) an authorized executive of each Party shall attempt in good faith to resolve the dispute through negotiations. If such negotiations result in an agreement in principle to settle the dispute, they shall cause a written settlement agreement to be prepared, signed and dated, whereupon the dispute shall be deemed settled, and not subject to further dispute resolution.
 - C. Unresolved Disputes. Upon the Parties' mutual written agreement, any dispute under this Section 19 may be submitted for resolution to mediation to occur in Fort Collins, Colorado. The Parties reserve all rights to adjudicate any dispute not submitted to mediation under this Section 19 of the Agreement. In the event of mediation, the Parties shall share the cost for the mediator(s) equally and each Party shall be solely responsible for their own legal counsel expenses.

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20. Default. If either Party breaches any provision of this Agreement and such breach is not substantially cured within ten (10) days after receipt of written notice from the non-breaching Party specifying such breach in reasonable detail, the non-breaching Party may terminate this Agreement by giving ten (10) days' written notice of termination to the breaching Party. However, if the breach is not within the reasonable control of the defaulting party and cannot be substantially cured within ten (10) days, such cure period may be extended to an agreed period of time pursuant to a mutually agreed upon corrective action plan to cure the default. If the breach is within the reasonable control of the defaulting party, and the defaulting party fails to cure such default in accordance with this Section, 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. If the non-defaulting Party, exhausts the dispute resolutions provisions stated in Section 19 of the Agreement, they may commence legal or equitable action against the defaulting Party, the defaulting Party shall be liable to the non-defaulting Party for the non-defaulting Party's reasonable attorney fees and costs incurred because of default.

21. Performance Security.

- A. The Contractor shall provide performance security by providing the City an irrevocable letter of credit in a form satisfactory to the City Purchasing Director at least ninety (90) days prior to the Service Commencement Date. The amount of the letter of credit will be One-Million Dollars (\$1,000,000) issued by a local, federally insured (FDIC) banking institution with a debt rating of 1A or higher by the FDIC or A or higher by Standard & Poor's, Moody's Investor, or comparable agency as determined by the City.
- B. The irrevocable letter of credit shall contain the following endorsement, "At least sixty (60) days prior to cancellation, replacement, failure to renew or material alteration of this irrevocable letter of credit, written notice of such intent shall be given to the City by the financial institution. Such notice shall be given by certified mail to the City of Fort Collins, Purchasing Director, 215 North Mason, Fort Collins, CO 80522."
- C. The irrevocable letter of credit shall be released to the City in the event this Agreement is terminated by reason of breach or default of the Contractor. The irrevocable letter of credit will be released to Contractor at the end of the Agreement Term, provided there is no outstanding breach, default, or other payment deductions or adjustments.
- D. The rights reserved to the City with respect to the irrevocable letter of credit are in addition to all other rights of the City, whether reserved by this Agreement, or otherwise authorized by law, and no action, proceeding or right with respect to the irrevocable letter of credit shall affect any other rights the City has or may have under the law.

22. Entire Agreement; Binding Effect; Order of Precedence; 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 shall be binding upon said 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 not contained in this

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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 such Party to the terms of this Agreement.

23. Indemnity. The Contractor agrees to indemnify, defend and save harmless the City, its officers, agents and employees against and from any and all actions, suits, claims, demands or liability of any character whatsoever (including reasonable attorneys' fees) brought or asserted for injuries to or death of any person or persons, or damages to property (collectively, "Claims") to the extent caused by the negligence or willful misconduct of the Contractor. The Contractor shall not be liable for any Claims resulting solely from negligence or willful misconduct of the City.
24. Compliance with Law: The services to be performed by the Contractor hereunder shall be done in compliance with all applicable federal, state, county and City laws, ordinances, rules and regulations. Contractor must be properly licensed by the City to perform Collection Services.
25. Law/Severability. The laws of the State of Colorado shall govern the construction, interpretation, execution, and enforcement of this Agreement. The Parties further agree that Larimer County District Court is the proper venue for all disputes. If the City subsequently agrees in writing that the matter may be heard in federal court, venue will be in Federal District Court in Denver, Colorado. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
26. Prohibition Against Unlawful Discrimination. The City, 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, affirmatively ensures that for all contracts entered into with the City, disadvantaged business enterprises are afforded a full and fair opportunity to bid on the contract and are not to be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The City 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 40 years or older, marital status, disability, sexual orientation, genetic information, or other characteristics protected by law. For the purpose of this policy "sexual orientation" means a person's actual or perceived orientation toward heterosexuality, homosexuality, and bisexuality. The City also strictly prohibits unlawful harassment in the workplace, including sexual harassment. Further, the City strictly prohibits unlawful retaliation against a person who engages in protected activity. Protected activity includes an employee complaining that he or she has been discriminated against in violation of the above policy or participating in an employment discrimination proceeding.

The City requires its contractors to comply with the City's policy for equal employment opportunity and to prohibit unlawful discrimination, harassment and retaliation. This requirement applies to all third-party contractors and their subcontractors at every tier.

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27. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, by the City 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.
28. Colorado Open Records Act. The Contractor hereby acknowledges that the City is a public entity subject to Sec. 24-72-201 et seq. of the Colorado Revised Statute (CORA). This Agreement is subject to public disclosure in whole pursuant to CORA.
29. Survival: Any terms and conditions of this Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.
30. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals the day and year first written above.

CITY OF FORT COLLINS

ALLIED WASTE SYSTEMS, INC.

Kelly DiMartino, City Manager

Date

CITY OF FORT COLLINS

Gerry Paul, Purchasing Director

Date

APPROVED AS TO FORM

ATTEST

EXHIBIT A**SCOPE OF WORK/COLLECTION SERVICES****1.0 BACKGROUND**

The Agreement provides for Solid Waste, Recyclable Materials, Yard Trimmings, Bulky Items and related services for Residential Units in Fort Collins.

Fort Collins has a long-standing commitment to waste reduction and has utilized a licensed open market collection system for decades.

Fort Collins' license requires haulers to report the materials collected from all sectors of the community, which is used to calculate various diversion rates. In 2020, the community diversion rate (including residential, commercial, and industrial materials) was 52% and the residential diversion rate was 29%. Details of Fort Collins diversion rates can be found in the annual reports at www.fcgov.com/recycling/publications-resources.php.

Fort Collins has adopted aggressive waste reduction goals, including working toward zero waste by 2030, and has identified a stagnant residential diversion rate as one of the challenges of making progress on that goal. Our Climate Future is the combined waste, climate and energy plan for Fort Collins and can be viewed at www.fcgov.com/climateaction/our-climate-future.

Fort Collins wishes to build upon the existing program and the goals of this Agreement include, but are not limited to:

- Reduce the number of trucks on residential streets and achieve street maintenance savings as well as increase safety in residential neighborhoods.
- Reduce greenhouse gas emissions.
- Increase diversion of Recyclable Materials and Yard Trimmings and encourage reuse of Bulky Items as much as possible.
- Provide equitable pricing throughout the community.
- Provide cost-effective pricing for Collection Services.
- Provide a high level of customer service.

2.0 SERVICE INFORMATION**City Limits**

The Contractor shall provide applicable Collection Services for Residential Units and Service Opt-Out Customers within the City Limits. Contractor is responsible for servicing Residential Units and Service Opt-Out Customers added to City limits within 60 days of the Residential Unit's location being annexed into the City Limits.

Alleys

Where alleys are the primary service option, Contractor shall provide Collection Services in alleys.

Door to Door Service

Contractor shall provide Door-to-Door Service for Customers with a disability as defined in Title 2 of the ADA upon request for no additional charge.

Service Suspension

Contractor shall provide a suspension of services (a “Service Suspension”) up to once per calendar year upon Customer request for a period of one month or more. During the Service Suspension, the Contractor shall charge the Customer the XS Cart service price and the Administrative Fee. Contractor may not charge the Customer to start or stop the Service Suspension.

Transition Plan

The current version of the Transition Plan is Attachment 3 and may be adjusted during the Transition Period by mutual written consent of the Parties.

Service Opt-Out Customers

Contractor shall not provide Solid Waste, Recyclable Materials, Yard Trimmings, or Bulky Items collection services to Service Opt-Out Customers. Contractor shall bill Service Opt-Out Customers in accordance with this Agreement and the Fort Collins Municipal Code.

Customers may elect to opt out of Collection Services at any time by contacting the Contractor. In the event more than ten percent (10%) of eligible Customers elect to opt out within sixty (60) days of the Service Commencement Date, the Parties shall negotiate, in good faith, the time available to the Contractor to start Collection Services for Service Opt-Out Customers who choose to opt back in to Collection Services. For purposes of this paragraph, the calculation of eligible Customers shall consider only Customers at single-unit residential buildings not within an HOA and multi-unit residential buildings containing seven (7) dwelling units or fewer within the City Limits.

In the event the City eliminates or reduces the impact of the Pay-As-You-Throw program (volume-based trash rates with bundled recycling) in the residential hauler license requirements of Chapter 15, Article XV of the Fort Collins Municipal Code, the Parties shall negotiate in good faith, the time available to the Contractor to start Collection Services for Service Opt-Out Customers who choose to opt back in to Collection Services.

Service Opt-In Customers

If a Service Opt-In Customer requests to opt in to Collection Services, the Contractor shall work with the entity representing the Service Opt-In Customers to mutually agree to a date to deliver carts and start Collection Services (i.e. the Contractor is not required to meet the cart delivery requirements in section 4.1 of this Agreement).

3.0 SCOPE OF WORK/COLLECTION SERVICES

3.1 Solid Waste Collection

Contractor shall provide Solid Waste Collection Services as follows:

- Contractor shall offer five service levels to Customers, corresponding the XS, S, M, L, and XL Cart sizes, for the prices in the Price Sheet (Exhibit B). All service levels shall include Recyclable Materials, Yard Trimmings, and Bulky Items collection.
- Contractor shall provide weekly Solid Waste collection.
- Contractor shall collect Solid Waste from Solid Waste carts provided as part of this Agreement.

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- The Contractor may use any of the permitted landfills identified in this Agreement. Notwithstanding the previous sentence, at the City's sole option the City may require flow control, in which case the Contractor shall dispose of all Solid Waste at the Larimer County Landfill. City Representative shall notify the Contractor in writing with at least six (6) months' notice if the City elects to start or stop flow control of Solid Waste to the Larimer County Landfill. If such action takes place after one (1) year from the Service Commencement Date, the Parties shall negotiate in good faith any resulting financial impacts and update Exhibit B.

Overflow Solid Waste

When a Customer sets out un-carted Solid Waste (including if a cart lid cannot fully close), the Contractor shall:

- Photograph the Solid Waste.
- Affix an appropriately marked service tag to the Customer's Solid Waste cart.
- Collect the overflow Solid Waste on the same day as Solid Waste cart.
- Charge the Customer an extra \$4 per 32-gallon bag equivalent. Contractor will retain the additional cost paid by the Customer.

Recyclable Cardboard in Non-Recycling Carts

City code prohibits the disposing of Recyclable Cardboard in Solid Waste or Yard Trimmings carts or Electronics in any cart. When Recyclable Cardboard appears to constitute 25% or more of a Solid Waste or Yard Trimmings cart or when Electronics are observed in any cart, the Contractor shall:

- Photograph the item(s) in the cart.
- Affix an appropriately marked service tag to the Customer's Solid Waste cart.
- Not service the cart until the Recyclable Cardboard is removed.
 - Contractor may leave the cart un-serviced until the regularly scheduled service day that follows the removal of prohibited materials.
 - The following regularly scheduled service day, the Customer may set out twice the regular volume of Solid Waste for no additional charge to account for the prior missed service. In this circumstance, bags equivalent to the regular weekly service level of Solid Waste shall not be considered overflow Solid Waste.
- If Customer has not removed the materials by the next regularly scheduled service day, Contractor shall notify the City Representative for compliance action.

3.2 Recyclable Materials Collection

Contractor shall provide Recyclable Materials Collection Services as follows:

- Contractor shall collect Recyclable Materials from Recyclable Materials carts provided as part of this Agreement.
- Standard service shall be a Large Cart
 - Residents can select a Medium Cart for no change in their monthly cost subject to Section 4.1 of the Agreement.

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- Collection shall be on the same day as Solid Waste collection.
- At the City's discretion, Contractor shall deliver Recyclable Materials to the Larimer County Recycling Center or the permitted recycling center of the Contractor's choice for the pricing included in the Price Sheet (Exhibit B). City Representative shall notify the Contractor in writing with at least six (6) months prior written notice if the City elects to start or stop flow control of Recyclable Materials to the Larimer County Recycling Center. If such action takes place after one (1) year from the Service Commencement Date the Parties shall negotiate in good faith any resulting financial impacts and update Exhibit B.
- Recyclable Materials shall not be landfilled unless the load is rejected from the recycling center due to contamination. If that occurs, Contractor shall notify the City Representative within one (1) business day with details of the incident / cause of the contamination. Contractor shall also include details and cause of the contamination incident in the regular report to the City Representative.

**Table 1
MINIMUM LIST OF RECYCLABLE MATERIALS TO COLLECT**

Recyclable Cardboard	Plastic bottles, tubs, jugs and jars (#1,2 and 5)
Office paper (white and colored)	Aluminum cans, clean foil & pie plates
Magazines	Steel / tin cans & empty aerosol cans
Paperboard	Glass bottles and jars
Kraft paper	Aseptic containers

Recyclable Materials Service Frequency and Number of Carts

Recyclable Materials Service shall be provided to 100% of Customers as part of the Collection Services cost. Recyclable Materials Services shall be every-other-week collection of up to two Large Recyclable Materials Carts or weekly collection of one Large Recyclable Materials Cart. Except as otherwise set forth herein, Contractor shall only be required to collect the contents of the Recyclable Materials Carts and may charge Customers for additional Recyclable Materials should Contractor elect to collect such materials. Any such material cannot be in a plastic bag and must not exceed the Cart size. The fee for such services shall be in accordance with the Pricing Schedule in Exhibit B.

Changes in Market Conditions

If the materials recovery facility processing Customers' Recyclable Materials temporarily or permanently stops accepting some or all of the items in Table 1, the Parties will come to mutual agreement about how to adjust Collection Services in a timely manner.

Recyclable Materials Contamination

The Recyclable Materials contamination threshold shall be ten percent (10%) by volume. When the Contractor encounters a cart with ten percent (10%) or more contamination, the Contractor shall:

- Photograph the item(s) in the cart.
- Affix an appropriately marked service tag to the Customer's Recyclable Materials cart.
- Not service the cart until the contamination is removed.

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- Contractor may leave the cart un-serviced until the regularly scheduled service day that follows the removal of the contamination.
- The following regularly scheduled service day, the Customer may set out twice the regular volume of Recyclable Materials for no additional charge to account for the prior missed service. In this circumstance, Recyclable Materials may be placed in Recyclable Cardboard boxes and shall not be considered overflow Recyclable Materials.
- If the Customer has not removed the contamination by the next regularly scheduled service day, the Contractor shall affix a service tag to the cart, service the cart as Solid Waste, and charge the Customer the equivalent overflow Solid Waste fee.

3.3 Yard Trimmings Collection

Contractor shall provide Yard Trimmings Collection Services as follows:

Contractor shall automatically enroll Customers in Yard Trimmings Collection Services. However, Customers may elect to opt-out of Yard Trimmings Collection Services at the time of the initial sign-up for services or by contacting the Contractor.

Customer's may elect to opt-out of Yard Trimming Collection Services at any time however, the effectivity date for such change in service and corresponding reduction in the monthly cost shall in accordance with Attachment 1, attached hereto and incorporated herein by reference.

- In the event a Customer elects to opt-out of the Yard Trimming collection services, the Customer's monthly cost shall be reduced in accordance with the Pricing Sheet (Exhibit B).
 - Contractor shall collect Yard Trimmings from Yard Trimmings carts provided as part of this Agreement.
- Contractor shall collect Yard Trimmings in the cart only (no loose materials will be accepted).
- Unless the Customer opts out of Yard Trimmings Collection Services, Contractor shall provide Customers a Large Cart for Yard Trimmings Collection Services.
 - Customers may select a Medium Cart for no change in their monthly cost subject to Section 4.1 of the Agreement.
- Contractor shall collect Yard Trimmings weekly from April 1st through November 30th each year.
- Contractor shall collect Yard Trimmings on the same day as Solid Waste and Recyclable Materials collection.
- Contractor shall deliver Yard Trimmings to A-1 Organics or Ewing Landscape Materials.
 - Contractor shall receive prior written approval from the City Representative to take materials to a facility other than A-1 Organics or Ewing Landscape Materials.
- Yard Trimmings may not be landfilled unless load is rejected from the Yard Trimmings destination due to contamination. If that occurs, Contractor shall notify City Representative via email within one (1) business day with details of the incident / cause of the contamination. Contractor shall also include details and cause of the contamination incident in the regular report to the City Representative.

Table 2
MINIMUM LIST OF YARD TRIMMINGS TO COLLECT

Brush & Limbs (Up to 3" diameter and length to fit in in the cart with lid closed)
Grass Clippings
Leaves
Garden Trimmings / Weeds / Plant Material

Yard Trimmings Contamination

The Yard Trimmings contamination threshold shall be ten percent (10%) by volume. When the Contractor encounters a cart with ten percent (10%) or more contamination through visual inspection of the cart, the Contractor shall:

- Photograph the item(s) in the cart.
- Affix an appropriately marked service tag to the Customer's Yard Trimmings cart.
- Not service the cart until the contamination is removed.
- Contractor may leave the cart un-serviced until the regularly scheduled service day that follows the removal of the contamination.
- The following regularly scheduled service day, the Customer may set out twice the regular volume of Yard Trimmings for no additional charge to account for the prior missed service. In this circumstance, Yard Trimmings may be placed in paper yard waste bags and shall not be considered overflow Yard Trimmings.
- If the Customer has not removed the contamination by the next regularly scheduled service day, the Contractor shall affix a service tag to the cart, service the cart as Solid Waste, and charge the Customer the equivalent overflow Solid Waste fee.

3.4 Periodic Residential Bulky Items Collection

Bulky Items Collection Services

The Contractor shall provide Bulky Items Collection Services as follows:

- Collection on an on-call basis.
- Collection within five (5) business days of request.
- Collection need not be on the same day as regular Solid Waste services.
- Contractor shall utilize a rear load truck to provide Bulky Items Collection.
- Contractor will provide periodic educational outreach to Customers in the City to encourage reuse of Bulky Items.
- Contractor shall track the number of and types of items collected (in categories mutually agreed upon by the Contractor and the City Representative).
- As part of the Collection Services cost, Customers may request collection of up to two (2) No Additional Fee Bulky Items per calendar year for no additional charge. Customers requesting collection of more than two (2) No Additional Fee Bulky Item collections per calendar year shall pay the price stated in the Pricing Sheet (Exhibit B) for any additional No Additional Fee Bulky Items.

○ No Additional Fee Bulky Items

Shall include common household items, including but not limited to non-freon containing appliances and furniture, excluding the following:

- Excluded Waste
- Hazardous Waste
- Electronics
- Yard Trimmings
- Recyclable Cardboard
- Items that weigh over 60 pounds
- Items larger than 6' x 6'

○ Additional Fee Bulky Items

Shall include items for which Customers will be charged an extra fee, per the pricing stated in the Pricing Sheet (Exhibit B).

3.5 Dumpster Service for Multi-Unit Residential and Commercial Customers

At the City's discretion and with 90 days advance written notice of the City Representative, the Contractor shall offer Dumpster service for Solid Waste and Recyclable Materials pursuant to the terms of this Agreement. As determined by the City, this service offering may be made available to Residential Units, multi-unit residential buildings, or commercial buildings that opt in to receive such Dumpster service by Contractor. Pricing for such Dumpster services shall be as stated in the Price Sheet (Exhibit B).

3.6 Other Services or Additional Material Collections or Other Ways to Improve Program

The Contractor may identify at any time and propose to the City to offer other services or collect additional materials to improve the program subject to the following:

- Such supplemental service(s) enhances services under the City's Agreement and supports the City's sustainability goals.
- Collection is compliant with the terms of the City's Agreement and all local, state and federal laws and regulations.
- Materials are managed at an appropriately licensed / permitted facility.

Any additional services or additional materials collected are subject to the City's prior written approval at the City's sole discretion.

4.0 OPERATIONAL SPECIFICATION

The Contractor shall provide all resources, equipment, and personnel necessary to perform all services described herein.

4.1 Carts

The Contractor shall purchase, assemble, and deliver all Solid Waste, Recyclable Materials, and Yard Trimmings carts.

Cart ownership will transfer to the City at the end of the Agreement Term subject to Section 5 of the Agreement.

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The cost of the carts is included in the monthly rates as stated in the Pricing Sheet (Exhibit B). The Customer's bill shall not include a separate itemized line-item price for carts.

Carts shall be new, wheeled units that meet the following criteria:

- The cart body and lid shall be distinct for Solid Waste, Recyclable Materials and Yard Trimmings carts. Cart colors shall be:
 - Grey for Solid Waste (CL.GRY.1).
 - Blue for Recyclable Materials (CL.BLU.1).
 - Green for Yard Trimmings (CL.GRN.1).
- Cart sizes available must be consistent with service levels in Section 3.
- Carts must be compatible with industry standard collection equipment.
- Carts shall be manufactured with a minimum of ten percent (10%) residential post-consumer recycled plastic content based on the weight of the entire mass of the body, lid and wheels.
- Radio Frequency Identification (RFID) tags must be embedded in carts at the time of manufacturing.
- Carts shall be hot-stamped with City logo and contact phone number. The lids of Recyclable Materials and Yard Trimmings carts shall have in-mold labeling of full-color guidelines for acceptable/unacceptable materials.
 - The City Representative will provide information and artwork for hot stamp and in-mold label guidelines printing.
 - Contractor logos and information shall not be included on carts other than temporary labeling approved by the City Representative.
- Carts shall be purchased from Schaefer and shall be model numbers 95Q.0R0, 65Q.0R0 and 35Q.0R0.
- Schaeffer shall provide a 10-year warranty on the carts purchased pursuant to this Agreement which shall transfer to the City simultaneous with the transfer of the cart ownership at the end of this Agreement Term.

Grant Funding

The City has secured \$15 per Recyclable Materials cart in grant funding from The Recycling Partnership to offset part of the Recyclable Materials cart cost. The price stated in the Pricing Sheet (Exhibit B) has been reduced by an amount equal to this grant funding.

Once the City has received the grant funds, the City Council has appropriated such funds and the City has confirmed delivery of the carts, the City shall authorize the Contractor to initiate an invoice for such grant funds. The Contractor shall then invoice the City for an amount equal to the grant funding. Invoices should be emailed to invoices@fcgov.com with a copy to the City Representative. Pay terms shall be Net 30 days from the date of the invoice.

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The City may continue to seek grant funding to offset other cart costs. In the event the City secures additional grant funding, the price for services shall be reduced by an amount equal to the additional grant funding provided by the City.

Cart Exchanges and Replacement

Initial Service Start-Up:

- Contractor shall provide an appropriately sized and equipped fenced, secured location to utilize during cart assembly and delivery. The Contractor shall notify the City Representative in writing as soon as reasonably possible once the site has been identified.
- Contractor shall provide a second appropriately sized and equipped fenced, secured location to store Contractor's legacy carts and other haulers' carts. The Contractor shall notify the City Representative in writing as soon as reasonably possible once the site has been identified...
- Contractor shall collect existing Republic Services or Gallegos carts from their customers simultaneous with delivery of carts for Collection Services. Subject to written agreement with other licensed haulers, Contractor shall collect other haulers' existing carts from their customers simultaneous with delivery of carts for Collection Services unless otherwise mutually agreed in writing by the Parties.
 - All collected carts shall be transported to the secure storage location agreed upon by the City Representative and Contractor.
 - The City Representative shall use commercially reasonable efforts to support communication between the Contractor and other licensed haulers.
- Contractor shall deliver new carts simultaneously with the old cart removal unless otherwise mutually agreed in writing by the Parties.
- Contractor shall scan the RFID in each cart and the related serial number at the point of delivery and confirm the carts delivered are the correct size and type requested by each Customer.
 - Throughout the duration of this Agreement, Contractor shall maintain a current database of the serial number of each cart and the affiliated address, along with the Customer's name, phone number, email address and billing address. With thirty (30) days' advance written request by City, Contractor shall send City the information contained in the database in a mutually agreed-upon format. As part of Contractor's subcontract with Schaefer, Contractor will provide information correlating each serial number with its corresponding RFID within reasonable time upon request.
- Contractor shall affix information to carts at the time of delivery.
 - The information shall include but is not limited to guidelines and a service calendar. The information shall be designed collaboratively by the City and the Contractor with final written approval by the City Representative.
 - The Contractor shall pay all printing and any other costs (such as cost for attaching to carts at delivery etc.) for the information.
- Contractor and the City Representative shall agree in writing to the cart deployment and collection schedule at least ninety (90) days prior to cart delivery and collection.

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- Contractor shall recycle all unusable Republic Services carts and carts labeled as Gallegos Sanitation.
- Contractor shall provide Cart delivery and collection of Contractor's and Gallegos' Carts, and subject to written agreement between the Contractor and other haulers, such haulers' Carts. Such service shall be performed at no charge to the Customer.
- Upon receipt of a Customer complaint that Contractor delivered the incorrect size or type of cart, Contractor shall deliver correct carts and remove incorrect carts by the next scheduled service day for such waste stream.

Ongoing:

- Contractor shall provide up to two (2) delivery / exchange / repair instances per service address per year for no additional charge. Each instance could involve one or more carts for the following reasons:
 - Initial delivery of carts when a new Customer starts service.
 - Collection of carts when a Customer ends service.
 - Repairing or replacing broken or missing carts.
 - Exchanging carts for a different service size.
 - Cart delivery or exchange for any other reason.

Contractor can charge Customer a delivery / exchange fee for delivery / exchange / repair needs beyond two instance per year. The cart exchange fee for such instances is included in the Pricing Sheet (Exhibit B).

- Contractor shall deliver, exchange or collect carts by the next service date for the applicable waste stream.
- Contractor shall maintain at least two percent (2%) surplus inventory for each size and type of cart utilized as part of this Agreement. Contractor shall monitor cart inventory daily. Contractor shall ensure adequate inventory of carts at all times.
- Cart inventory utilized as part of this Agreement shall be securely stored within Contractor's fenced property.

Cart Maintenance

Contractor shall provide routine cart maintenance, repair and replacement.

Contractor shall:

- Maintain carts graffiti-free and in good working condition.
- Repair any damaged carts that can reasonably be returned for regular service.
- Replace carts that cannot reasonably be repaired.
- Recycle any decommissioned carts.

4.2 Collection Vehicles

The Contractor shall provide all vehicles and equipment needed for Collection Services in an efficient and environmentally sensitive manner.

Collection Vehicles

Collection vehicles used to provide Collection Services for this Agreement shall meet the following criteria:

- Be 2018 model year or newer.
- As applicable, have functioning diesel exhaust aftertreatment systems.
- At least 50% of the diesel collection vehicles shall meet US16 Emission standards.
- At least 45% of the diesel collection vehicles shall have certified clean idle engines.

Contractor shall not purchase and/or transfer from another location any additional diesel trucks for use in Collection Services for this Agreement. Both Parties acknowledge vehicles may need to be transferred due to a vehicle collision or equipment failure. All new trucks purchased and any replacements for trucks retired from service shall be RNG-fueled or electric trucks.

Contractor shall provide an adequate fleet size of vehicles required to perform the services hereunder.

Contractor shall conduct a pilot utilizing at least one electric collection vehicle for as long as reasonable for the duration of this Agreement. With mutual agreement, Contractor and the City may pursue additional electric collection vehicles within the Term of this Agreement.

Details of vehicles anticipated to be utilized as of the Service Commencement Date as well as replacement criteria and schedule are in Attachment 4.

Fuel

Contractor shall construct RNG fueling infrastructure that shall be operational by the Service Commencement Date and for the duration of this Agreement. Contractor shall secure RNG credits to utilize at least 98% RNG for all natural-gas-fueled collection vehicles utilized for Collection Services.

Contractor shall construct at least one electric charging station at Contractor's Fort Collins facility by the Service Commencement Date to support the electric collection vehicle pilot project.

Preventative Maintenance and Repairs

Contractor shall conduct preventative maintenance to ensure that collection vehicles are available to provide Collection Services, including at a minimum the following:

- Every collection vehicle shall be inspected and lubed according to the following schedule.
 - Every 150 hrs. for automated and front load trucks (Approximately every 12-15 days of use).
 - Every 250 hrs. for rear load trucks. (Approximately every 20-25 days of use).
- Hydraulics shall be maintained sufficiently to prevent hydraulic fluid leaks.
- Seals on trucks shall be regularly replaced to prevent material leaks.

Overweight vehicles

Contractor shall track vehicle weights on an ongoing basis. Routes shall be designed to support collection vehicles remaining under legal weight limits.

Weight tickets from disposal facilities shall be retained for a minimum of six months.

Instances of overweight vehicles shall be included in the regular report to the City Representative.

4.3 Collection Personnel

The Contractor shall maintain staffing levels required to support the Collection Services on the schedules set forth herein. The Contractor shall maintain a current Department of Transportation (DOT) compliance policy. Such policy shall be subject to audit and review by the City with reasonable prior notice.

At a minimum, all vehicle drivers shall be:

- Licensed by the State of Colorado with a valid Class B Commercial Driver License (CDL) with air brakes endorsement.
- Alert, careful, courteous and competent.
- Appropriately trained in operations and safety measures.
- Provided with appropriate communication tools and Personal Protective Equipment (PPE).

4.4 SAFETY

Safety Program

The Contractor shall embrace a culture of safety to include a documented safety program for the Collection Services. The safety program must include at a minimum the following:

- Health and Safety Training.
- Employee/Management Responsibility.
- Hazard Recognition and Control.
- Incident Reporting and Investigation.

Tracking and Reporting

The Contractor shall track and report to the City Representative on an annual basis its Experience Modification Rate (EMR) and OSHA Total Recordable Incident Rate (TRIR). The calculation for TRIR is as follows:

$$\text{TRIR} = \frac{\text{Number of recordable cases} \times 200,000}{\text{Number of hours worked}}$$

Contractor shall notify the City Representative in writing within 24 hours in the event of a serious accident involving injury.

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Contractor shall provide a summary of any incident report and investigation for any accident or infraction as well as any follow up actions taken to resolve situation or prevent in the future in the regular report to the City Representative.

Vehicle Safety

Contractor shall ensure, when operational, all collection and transfer vehicles:

- Have covered loads.
- Be kept in good repair and appearance.
- Be clean and sanitary.
- Be compliant with all local, state, and federal safety and inspection regulations.

Contractor's drivers shall conduct pre- and post-trip inspections daily and shall identify any issues in a written vehicle condition report.

Any collection vehicle deemed unsafe or not legal to operate shall be removed from service.

Contractor collection vehicles shall have dash cameras, back up cameras, and software with real-time GPS tracking.

Spill Response

Any vehicle leaks or spills shall be cleaned up as soon as possible and no later than 24 hours after occurrence.

Contractor shall clean up any spills or litter caused by collection or transportation, regardless of whether it is on public or private property.

Cell Phone Usage

No driver of a Contractor vehicle operating in furtherance of this Agreement shall use a cell phone when the vehicle is moving.

4.5 Collection Schedule, Missed Collections and Blocked Carts

Hours and Holidays

All collections shall be conducted between 7 a.m. and 7 p.m. Monday through Friday and 7 a.m. to 7 p.m. on Saturdays during any week with a holiday or due to severe weather.

No collections shall occur on Sundays or holidays unless expressly authorized by the City Representative.

Holidays observed shall be New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day. The date on which each holiday is observed shall follow the schedule of the disposal facilities utilized by the Contractors.

Severe Weather Protocol

On days when the City closes or declares a late start due to severe weather or other emergency, the Contractor may suspend or delay service without prior approval of the City. The City will post such notification at fcgov.com by 5 a.m. Mountain Time.

In situations where the Contractor seeks to suspend or delay service, but the City has not closed its facilities or declared a delayed start, Contractor must notify the City Representative in writing by 7 a.m. Mountain Time of the basis for the service suspension

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for that day. Contractor shall use commercially reasonable efforts to avoid any service suspension or delay.

Contractor shall collect any missed collections due to suspended service within one calendar day of the resumption of service (as determined by Contractor) unless otherwise approved by the City Representative. The resumed service may cause a similar delay to other service days throughout that service week. (For example, if service is suspended on a Tuesday and resumes on Wednesday, the Tuesday Customers would be serviced on Wednesday and so on, including Friday collections taking place on Saturday.)

If severe weather requires a service suspension of two or more days in length, Contractor may delay service of the necessary service days until the following regularly scheduled service day (for instance, if service must be suspended on Monday and Tuesday, Monday Customers' service may be delayed until the following service day so that Tuesday Customers would be serviced on Wednesday and so on, including Friday collections taking place on Saturday.)

If multi-day service suspensions take place over the course of multiple weeks, Contractor shall adjust which day of service is delayed for one week. Any one service day shall not be delayed for more than one week (i.e. if storms take place on two Wednesdays in a row, Wednesday customers may have service delayed to the following week, but in the second week Thursday customers would be delayed so that no one set of customers is without service for any longer than two weeks).

Missed Collections

Contractor shall resolve any missed collection issues within one (1) business day if the missed collection is reported by 4 p.m. Missed collections reported after 4 p.m. shall be serviced within two (2) business days.

- Excluding delays associated with service suspensions.
- Excluding instances where Customer had late set-out, blocked cart or excessive contamination.
- Contractor shall photograph when carts are not set out by the service time.

Blocked Carts

If the Contractor cannot access a cart to service it, the Contractor shall:

- Photograph the cause of the issue.
- Affix an appropriately marked service tag to the blocked cart(s). If attaching a tag is not feasible / practical, Contractor shall contact the Customer via text, email, or phone call to notify them of the problem and when their cart(s) will next be serviced.

Contractor may leave the cart(s) un-serviced until the next regularly scheduled service day that follows the removal of the situation blocking access to the cart(s).

The following regularly scheduled service day, the Customer may set out twice the regular volume of materials for no additional charge to account for the prior missed service. In this circumstance, materials equivalent to the regular service level shall not be considered overflow and Customer shall not be charged extra.

If the blockage remains on the next regularly scheduled service day, Contractor shall notify the City Representative and does not have to service the location until the blockage is addressed.

4.6 City and Contractor Responsibilities During Transition Period and Beyond

City Responsibilities

- Collaborate with the Contractor to design public notifications and service tags for the Collection Services.
- Provide information and artwork for cart hot stamps and cart lid in-mold labels.
- Help to resolve questions while Contractor develops service address list.
- Determine whether HOAs with existing hauling contracts comply with City requirements (and thus are exempt from the City's residential waste collection program under Section 12-29 of the City Code) and share that information with the Contractor.
- Provide a phone number that shall be routed to the Contractor and that the Contractor shall use for all customer service inquiries, requests, complaints and other as related to this Agreement. The City will retain all rights to the phone number. Contractor will assist to transfer the phone number to the City or next selected contractor at the end of the Agreement Term.
- The City Representative shall use commercially reasonable efforts to support communication between the Contractor and other licensed haulers during the time that Republic legacy and other haulers' carts are being collected.
- Establish Customer billing rates based on the contract pricing and the Administrative Fee.

Contractor Responsibilities

Contractor shall:

- Develop, produce and distribute public notifications to Customers.
 - Contractor shall collaborate with the City Representative to design the public notifications and City Representative shall have final approval authority.
 - Contractor shall distribute public notifications at the following times at a minimum.
 - During the initial start-up period.
 - When new Customers start service (after the service start-up period).
 - When Customers change service levels at any time.
 - Annually to all Customers at a time agreed upon with City Representative.
 - The notification shall be in a multi-color, user-friendly format with any text in both English and Spanish and shall include:
 - Available service levels and rates.
 - Annual collection calendar.
 - Set-out times and locations.
 - Directions for changing service levels, managing overflow Solid Waste, contamination, and requesting additional services.
 - Guidance on acceptable and unacceptable materials in Recyclable Materials and Yard Trimmings carts.
- Develop service address list.

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- Facilitate and manage Customer cart size selection.
 - Customers shall be able to select their cart sizes via any of the following options: a Fort Collins-specific page on RepublicServices.com, through the mail, or over the phone.
- Conduct all billing set-up with Customers.
- Develop and distribute a collection calendar(s) for all Customers.
- Produce service tags to address situations such as blocked carts, Solid Waste overflows, contaminated Recyclable Materials or Yard Trimmings, or other conditions that impact service or safety. The City Representative shall have final approval authority of the service tag design. Tags shall:
 - Include text in English and Spanish.
 - Be made of durable, water-resistant material that can be written on.
 - Be printed with one (1) color.
 - Have a mechanism for temporary attachment to carts.
 - Be a minimum size of 5" x 10".
- Remove all existing carts from Customers at no additional cost simultaneous with new cart delivery per Section 4.1.
- Provide all other services stated in this Agreement and/or required to provide Collection Services in accordance with the terms of the Agreement.

4.7 Customer Billing

All Customer billing shall be conducted by the Contractor.

Customer rates will be established by the City based on the pricing stated in Exhibit B and Administrative Fee.

Contractor portion of rates and fees shall remain unchanged during each Service Year unless otherwise approved by an amendment to this Agreement.

Customer bills shall be on a quarterly schedule and shall be assessed in advance.

Contractor shall charge all Service Opt-Out Customers the XS Cart service price and the Administrative Fee.

All Customer bills shall include the following:

- Applicable Collection Services rates as one line item (i.e. Recyclables Materials, Yard Trimmings and Bulky Items collections shall not be separate line items).
- Separate itemization of any fees accrued by the Customer for overflow Solid Waste, contamination, Bulky Items collection and any other fees approved by the City.
 - The only charges allowed on Customer bills are those described in this Agreement.
- Administrative Fee(s) may be itemized separately or included with the Collection Services price at the City's discretion. If itemized, the City Representative will provide text to be included on bills.

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- Bills shall include text in Spanish providing Customers with directions for how to receive a Spanish translation of their Bill. During the Agreement Term, the Contractor will seek the capability to provide Customer bills in Spanish upon request.

4.8 Customer Service and Education

All customer service functions shall be provided starting in the Transition Period and shall continue through the Agreement Term.

Customer Service Representatives

Prompt customer service from representatives who understand Fort Collins' program is very important to the City.

Contractor shall have a sufficient number of qualified and experience customer service agents who possess comprehensive working knowledge of Fort Collins neighborhoods and the specific details of services, rates, and applicable provisions of the Agreement available at the specified times to service Customers. These customer service agents will work in Contractor's Colorado Pod and service Fort Collins and Colorado generally, with priority given to Customer contacts.

During times of high call volume, Customer contacts may roll over to Contractor's Northwest area pod representatives.

Customer Service Hours

Customer service staff dedicated to Customers under this Agreement shall be available at a minimum from 7:30 a.m. to 5 p.m. Mountain Time (MT) Monday through Friday.

Northwest area pod customer service agents shall be available additional hours of 5 p.m. to 6 p.m. MT Monday through Friday and 8 a.m. to 1 p.m. MT Saturdays.

Customer Queries and Complaints

Contractor shall:

- Address all issues directly and strive for a one call resolution to Customer and Service Opt-Out Customer needs.
 - The City shall not be the default customer service provider.
- Answer Customer contacts primarily with live personnel.
 - When call volume is unexpectedly high and live personnel are addressing other City queries, Customers may opt to receive a call back while holding their place in the call queue.
- Provide an option for Customers calling after hours to leave a voice mail message; Contractor shall respond to Customer query within one (1) business day.
- Maintain an average hold time of three (3) minutes or less for customer service over the phone.
- Maintain an average abandonment rate of less than three percent (3%) of customer calls for customer service over the phone.

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- Offer Customers the opportunity to take an optional three (3) question survey at the end of a call with a customer service agent. The survey questions will be mutually agreed upon by the Parties.
 - Responses to the survey from Fort Collins Customers shall be included in the regular report to the City Representative.
- Resolve any other Customer or City complaints within two (2) business days.
- Resolve all complaints and requests to the satisfaction of Customers and the City Representative.

Subject to Customer's consent, City shall have access to the recording of any phone customer service interactions and/or written communications with a Customer upon request. Contractor shall retain phone recordings for ninety (90) days from the date of the interaction and written correspondence for six (6) months from the date of the correspondence. Contractor shall obtain any required consent of Customers and Service Opt-Out Customers to provide this information to the City Representative.

Public Outreach and Education

The City will conduct comprehensive public outreach and education activities throughout the Agreement Term. The Contractor shall support these efforts by:

- Producing and distributing Customer notifications as described in Section 4.6.
- Maintaining a Fort Collins-specific website page(s) with the same information required for Customer notifications.
- Providing Customers with the ability to request service changes online (such as start / stop service, cart size change, Bulky Items collection, report a missed collection, opt out of Yard Trimmings collection etc.).
- Providing service tags and utilizing them as described in this Agreement.
- Providing the City Representative with information that will impact Customer service at least thirty (30) days before any changes go into effect.
 - Including changes in accepted Recyclable Materials or Yard Trimmings, equipment, routing, collection schedule etc.

4.9 Regular Reports

All reports shall be submitted electronically in a format and with a level of detail that is acceptable to the City Representative.

Each report shall include information since the last report (monthly / quarterly / annual).

Monthly reports shall be submitted within 15 days of the end of the month. Quarterly and annual reports shall be submitted within 30 days of the end of the month / quarter / year.

Information within each topic area shall be sorted by Customer address unless otherwise specified below.

For the purpose of this section, service type shall mean Solid Waste, Recyclable Materials, or Yard Trimmings.

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All reporting periods shall be based on a calendar year.

The City reserves the right to request additional information mutually agreed up on by the City Representative and the Contractor.

Reports shall include the following:

Immediate Reporting

Contractor shall notify the City Representative via email within twenty-four (24) hours in the event of a serious accident involving injury or death.

Contractor shall notify the City Representative via email as well as spill@fcgov.com in the event of any spill that enters a storm drain inlet or any significant spill.

Contractor shall send a report to the City Representative within one (1) business day if / when any of the following occur:

- Contaminated loads of Recyclable Materials or Yard Trimmings that include materials from Customers that are rejected from processing facilities.
 - Include date, service type, contamination type, situation that caused contamination, and any other relevant details.
- Prohibited materials in carts or blocked carts that are not corrected within one (1) week by Customer.

Monthly Report

- Materials collected.
 - Scale-based weight data for Solid Waste, Recyclable Materials, Yard Trimmings and Bulky Items collections, including facilities where they were delivered for reuse, recycling, composting, disposal or other management.
 - The weight of City materials in any mixed loads that also includes non-City Solid Waste can be estimated using methodology acceptable to the City.
 - If materials were delivered to more than one (1) facility, include the scale-based weight data for each facility.
- Customer complaints.
 - Include date of complaint, service address, complaint type, resolution, and date resolved.
 - For purposes of this report, a complaint is any customer contact other than a service change or information request.
 - Contractor and the City Representative will develop list of complaint types that are mutually agreeable, and they may include missed collection, unsafe driving, spills, operating outside permitted hours, customer service phone call hold times, other customer service issues, etc.
- Missed collection.
 - Date of missed collection, date of resolution, service type missed, service address, and whether missed collection was due to Contractor or Customer (i.e. late set out, blocked cart etc.).

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- Contaminated loads of Recyclable Materials or Yard Trimmings rejected from processing facilities.
 - Include date, service type, contamination type, situation that caused contamination, and any other relevant details.
- Accidents or infractions.
 - Provide a summary of any incident report and investigation for any accident or infraction as well as any follow up actions taken to resolve situation or prevent in the future.

Quarterly Report

- Number of Customers receiving Collection Services through the City contract.
- Financials.
 - Amount of Administrative Fee collected for remittance to the City.
 - Any known performance violations and associated liquidated damages to be remitted to the City.
 - Fees charged for the quarter sorted by fee type.
 - Number of accounts over 90 days delinquent.
- Special service situations and fees assessed.
 - Include the incident date, service address, incident resolution and fee charged for the following incident types:
 - Overflow Solid Waste.
 - Prohibited items in Solid Waste carts (such as Recyclable Cardboard, Electronics, etc.).
 - Blocked carts.
 - Contaminated Recyclable Materials carts.
 - Contaminated Yard Trimmings carts.
- Bulky Items collection.
 - Service address, date service request received, date of bulky item pick up, and number of items by type (in categories agreed upon by Contractor and the City Representative)
- Customer service.
 - Number of customer communications.
 - Include date and type of customer service (complaint, service change, or information request).
 - Percent of phone calls answered via roll over to Northwest area pod or national staff.
 - Summary of Customer responses to customer service survey.
 - Percent abandoned phone calls.
 - Average hold times for phone calls.

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- Average number of phone calls per time of day.
 - Contractor and the City Representative shall mutually determine time categories, such as before 8 am, 8am-11am, 11am-1pm, 1pm to 3pm, 3pm -5pm, 5-6pm, after 6pm.
- Cart activity (includes deliveries, replacements, repairs, removal or exchanges).
 - Include type of cart, type of action (delivery, repair, replacement, removal, exchange), request date, completion date, and service address. If Customer is changing cart size, include the initial and new cart size.
- New opportunities: any new opportunities identified by Contractor to decrease materials landfilled, increase reuse, recycling or composting of materials.
- Number of Customers opting out of Collection Service.

Annual Report

- Annual average of the number of Customers receiving Collection Services through the City contract.
 - Monthly scale-based weight data for Solid Waste, Recyclable Materials, Yard Trimmings and Bulky Items collections, including facilities where they were delivered for reuse, recycling, composting, disposal or other management for each month of the year.
 - Annual summary of the number of the following:
 - Missed collections by Contractor*.
 - Missed collections due to Customer (late set-out, blocked cart etc.)*.
 - Number of contaminated loads of Recyclable Materials or Yard Trimmings rejected by processor with brief notes of the cause.
 - Carts delivered, repaired, replaced, removed or exchanged, sorted by activity type as a number and as a percentage of carts serviced by Contractor's Collection Services.
- * Express these data points as a raw number and as a percentage out of all the Customers receiving Collection Services through the City.
- Annual summary of each of the following Financials.
 - Amount of Administrative Fee remitted to the City.
 - Amount of liquidated damages remitted to the City.
 - Amount of fees charged, sorted by fee type.
 - Collection Services rates charged to Customers.
 - Summary of Bulky Item material collection by item type.
 - New opportunities: any new opportunities identified by Contractor to decrease materials landfilled, increase reuse, recycling or composting of materials.

Available to City Upon Request

- Customer and service level details.
 - Customer name, service address, billing address, phone number, Customer email, cart serial number and related cart sizes per service type.
- Customer invoice.

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- Time and date stamped photograph of any incident of a late set out, overflow solid waste, prohibited item in Solid Waste cart, blocked cart, contaminated Recyclable Materials cart, contaminated Yard Trimmings cart.
- Recording of customer service interactions over the phone (must be retained for ninety (90) days after interaction).
- Copy of written customer service interactions (must be retained for six (6) months after interaction)

Quarterly Meeting

City Representative and Contractor contact shall meet quarterly to review and discuss Contractor performance. Either Party may also invite additional staff members as appropriate.

Records Retention and Auditing Rights

The Contractor shall maintain all records for a minimum of three (3) years from the end of the Agreement Term and any extension, with the exception of phone customer service interactions, which shall be retained for at least ninety (90) days and written customer service interactions, which shall be retained for at least six (6) months from the interaction. Contractor shall retain records of tip fees paid during the Agreement Term for a minimum of three (3) years from the end of the Agreement Term and any extension.

Contractor records shall be available at all reasonable times for inspection by the City, including records of tip fees paid.

The City will retain full auditing rights of the Contractor's accounting records as they pertain to this Agreement.

Materials to Provide to City Near the End of Agreement Term

Contractor shall provide documentation certifying transfer of ownership of carts and of cart warranty to the City Representative within 30 days from the end of the Agreement Term.

Contractor shall provide the following to the City Representative within 30 days of the end of the Agreement Term:

- Customer name, service address, billing address, phone number, Customer email, cart serial and related cart sizes per service type to the City in Excel or other electronic format acceptable to both Parties.

4.10 Solid Waste, Recyclable Materials and Yard Trimmings Composition Analysis

If the City or any agent hired by the City conducts a composition analysis of Solid Waste, Recyclable Materials, Yard Trimmings or other materials, the Contractor shall support by diverting loads identified by the City Representative or their agent to the designated sort site (within Larimer County) during the composition analysis and any significant additional cost shall be negotiated by the Parties in good faith.

4.11 Contractor Compensation**Service Price Changes**

The City agrees that the Contractor's pricing as stated in Exhibit B may be adjusted annually beginning on the first anniversary of the Service Commencement Date and annually thereafter, except in instances when performance violations on contract non-compliance issues are unresolved.

The adjustment will be three percent (3%) annually effective on the anniversary date of the Service Commencement Date.

Uncontrollable Cost Increases or Decreases

On an annual basis beginning on the first anniversary of the Service Commencement Date the Contractor may petition the City for an additional pricing adjustment due to uncontrollable costs limited to disposal or processing tip fee increases or changes in applicable regulations. The Contractor shall petition the City at least ninety (90) days prior to the anniversary date.

Price adjustment petitions developed by the Contractor for tip fee increases shall include written documentation of tip fees for all materials collected in Collection Services as of the time of the application as well as an average over the last twelve (12) months. The petition shall consider decreases in other tip fees as a potential counterbalance for other uncontrollable costs.

Any pricing change under this subsection shall be effective on the anniversary of the Service Commencement Date.

Any petition shall include documentation to justify how the cost increases exceed the three percent (3%) per year standard increase.

The City reserves the right, as a condition of approval, to inspect Contractor financial records that justify a change in the pricing.

The City has no obligation to approve any petition but acknowledges uncontrollable costs may occur and intends to negotiate with the Contractor in good faith without unreasonable delay. In the event the Parties are unable to agree on such uncontrolled costs the pricing shall increase 3.5% inclusive of the increase stated in Service Price Changes stated above and either party shall have the right to terminate the Agreement with twelve (12) months written notice.

4.12 Administrative Fee and Liquidated Damages Remittance

The Contractor shall collect the Administrative Fee through Customer billing on behalf of the City. Contractor shall remit the Administrative Fee and liquidated damages from performance violations to the City Representative within thirty (30) calendar days of the last day of the calendar quarter via check made out to the City of Fort Collins.

5.0 CONTRACTOR PERFORMANCE**5.1 Performance Standards & Liquidated Damages**

Performance standards and liquidated damages for non-compliance to the Agreement requirements are stated in Table 3.

The liquidated damages stated in Table 3 are reasonable estimates as to the dollar amount of damages incurred in relation to each offending act or omission. The City may assess liquidated damages regardless of whether the Contractor has met or is meeting the related performance standards percentages stated in Table 3. The liquidated damages are not intended as a penalty and the assessment of liquidated damages shall not be deemed a default except in the event the Contractor fails to cure in accordance with the Agreement.

During the Agreement Term, the Contractor shall sustain the performance standards stated in Table 3. In the event the Contractor fails to sustain the stated performance standards and/or is not in compliance with the terms of the Agreement, the City may deem the Contractor to be in default in accordance with the provisions of Section 20.

In the event of non-compliance, the City shall notify the Contractor in writing of the basis for each assessment of liquidated damages. City shall work in good faith with the Contractor to resolve any disputes related to liquidated damages.

Liquidated damages shall be due to the City on the next quarterly remittance following assessment of the liquidated damages (per Section 4.12).

Table 3
PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

Material Conditions for Contract Default

PERFORMANCE STANDARD VIOLATION	LIQUIDATED DAMAGES	CALCULATION BASIS FOR PERFORMANCE STANDARD	PERFORMANCE STANDARD
Failure to meet schedule for any Transition Plan activity	\$500 per day	Daily	100%
Failure to deliver all Solid Waste to mutually-agreed-upon permitted landfill, all Recyclable Materials to the Larimer County Recycling Center, and all Yard Trimmings to mutually-agreed-upon facilities OR landfilling properly source separated Recyclable Materials or Yard Trimmings	\$3,000 per load	1 - Load	100%
Failure to maintain required insurance coverage	\$5,000 per incident	Insurance expiration date	100%
Failure to maintain irrevocable letter of credit	\$5,000 per incident	ILOC expiration date	100%
Misrepresentation in reporting including inaccurate Administrative Fees or liquidated damages	\$5,000 per incident	Each Reporting Period	100%
Contractor utilizing a driver to provide Collection Services that does not have a valid Class B CDL with air brakes endorsement and Colorado Drivers' License and/or is not current with DOT required training or other DOT requirements	\$1,000 per driver per day	All Drivers	100%
Delayed remittance of Administrative Fees or liquidated damages	\$500 per day	Each Billing Period	100%
Failure to participate in mutually scheduled quarterly meeting	\$1,000 per incident	Each Quarterly Meeting	100%
Failure to allow City audits or maintain records for three (3) years or retain customer service phone recordings for ninety (90) days or customer service written correspondence for six (6) months	\$3,000 per incident	Each City Audit or Each Information Request	100%

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PERFORMANCE STANDARD VIOLATION	LIQUIDATED DAMAGES	CALCULATION BASIS FOR PERFORMANCE STANDARD	PERFORMANCE STANDARD
Failure to provide written notice within 24 hours of any serious accident involving injury or death or significant spill the date, description and resolution/corrective action taken for any vehicle accidents, infractions, or overweight vehicles that occurred.	\$1,000 per incident	Each Reporting Period	100%
Failure to deliver specified loads of material to a designated location in support of a material composition analysis conducted on behalf of the City	\$1,000 per load per audit	Annual Audit	100%
Failure to appropriately bill Customers according to the Agreement OR billing Customers for fees not approved by City OR failure to provide text in Spanish with directions for accessing full bills in Spanish	\$300 per bill, up to \$3,000 per quarterly billing cycle	Per Customer Bill	100%
Failure to provide dedicated service representatives in the Colorado Pod and NW Pod during each respective pod's customer service hours in this Agreement	\$500 per day	Daily	100%

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Daily Operations

PERFORMANCE STANDARD VIOLATION	LIQUIDATED DAMAGES	CALCULATION BASIS FOR PERFORMANCE STANDARD	REQUIRED TIME PERIOD OR MEASUREMENT UNIT	PERFORMANCE STANDARD
Collection Services taking place before 7 a.m. or after 7 p.m. (each route shall be separate incident)	\$250 per incident	Monthly	Collected between 7 a.m. and 7 p.m.	98%
Failure to collect missed collections reported by 4 p.m. within one (1) business day or those reported after 4 p.m. within two (2) business days (excludes late setouts & blocked carts which shall be collected within one (1) calendar week) (excludes severe weather delays, which shall be serviced in accordance with Section 4.5)	\$150 per Customer per day plus one month credit to each missed Customer	Monthly	Within specified time frame	98%
Failure to deliver carts to new Customers (after initial service start-up) OR to replace and/or repair damaged/lost carts OR to collect carts when Customer ends service OR to deliver correct cart type and size if initial cart delivery was incorrect by the next scheduled service day	\$150 per day per cart plus one month credit to each impacted customer	Monthly	Within two (2) business days	98%
Failure to respond to Customer queries within one (1) business day	\$250 per incident	Monthly	Within one (1) business day	98%
Failure to resolve billing inquiries and disputes within two (2) business days	\$250 per incident	Monthly	Within two (2) Business Days	98%
Failure to maintain an average hold time of three (3) minutes or less for customer service over the phone	\$500 per month	Monthly Average	Less than three (3) Minutes	98%

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PERFORMANCE STANDARD VIOLATION	LIQUIDATED DAMAGES	CALCULATION BASIS FOR PERFORMANCE STANDARD	REQUIRED TIME PERIOD OR MEASUREMENT UNIT	PERFORMANCE STANDARD
Failure to maintain an average abandonment rate of less than three percent (3%) of customer calls for customer service over the phone	\$500 per month	Monthly Average	Less than three percent (3) of Customer Service calls	98%
Failure to clean up any vehicle leaks or collect materials spilled during the execution of Collection Services within twenty-four (24) hours of spill	Twice (2X) cost of clean-up incurred by City	Monthly	Within twenty-four (24) hours	100%
Collection of overflow Solid Waste, prohibited materials, contaminated Recyclable Materials or contaminated Yard Trimmings without tagging and / or charging appropriate fee to customer	\$500 per incident	Monthly	Each Customer	98%
Late or incomplete submission of on-request, monthly, quarterly OR annual reports	\$250 per day	Monthly / Quarterly/ Annually	Within specified time frame	100%
Failure to cover vehicles that contain Solid Waste, Recyclable Materials, Yard Trimmings or Bulky Items OR to maintain vehicles in clean, sanitary and good working order	\$250 per incident	Each Load	Each Vehicle	100%
Failure to provide Bulky Item collection within five (5) business days of Customer request	\$150 per Customer per day plus one month credit to each impacted Customer	Monthly	Within five (5) business days	98%
Driver providing Collection Service utilizing a cell phone in a moving vehicle	\$500 per cell phone infraction	Per Incident	All drivers	100%

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PERFORMANCE STANDARD VIOLATION	LIQUIDATED DAMAGES	CALCULATION BASIS FOR PERFORMANCE STANDARD	REQUIRED TIME PERIOD OR MEASUREMENT UNIT	PERFORMANCE STANDARD
Failure to maintain required color-coding for Solid Waste, Recyclable Materials or Yard Trimmings carts OR to maintain hot-stamp labels on all carts OR to maintain printed material guidelines on Recyclable Materials or Yard Trimmings carts	\$250 per cart per day	Monthly	Each Cart	98%
Failure to distribute approved notifications & collection calendars OR to develop/use approved service tags	\$250 per day	Monthly	Within specified time frame	98%

5.2 Contractor Performance Review

The City reserves the right to conduct a full review of Contractor performance at any time during the Agreement Term. If during the review process or any other deliberative process the City determines the Contractor's performance is not in compliance with the terms of the Agreement (regardless of liquidated damages paid), the City may declare the Contractor in default and terminate the Agreement pursuant to Section 20, Defaults of this Agreement.

Attachment 1

Yard Trimmings Opt-In or Opt-Out Effectivity Dates

Date of Customer Notification to Contractor Requesting to Opt-In or Opt-Out	Date Effective for Service and Billing
First Six Months after Service Commencement Date	
By September 1, 2024	October 1, 2024
By October 1, 2024	November 1, 2024
By November 1, 2024	December 1, 2024
By December 1, 2024	January 1, 2025
By January 1, 2025	February 1, 2025
By February 1, 2025	March 1, 2025
By January 1	February 1
By February 1	March 1
By March 1	April 1
By April 1	August 1
By May 1	August 1
By June 1	August 1
By July 1	August 1
By August 1	December 1
By September 1	December 1
By October 1	December 1
By November 1	December 1
By December 1	January 1

Attachment 2

Schaefer Cart Warranty Transfer Acknowledgement

CITY OF FORT COLLINS, CO

RE: WARRANTY TRANSFER CONFIRMATION

1/20/2023

To Whom It May Concern:

Please accept this letter as confirmation that the 10-year warranty of the Schaefer carts, that would be purchased for the City of Fort Collins, CO contract, will transfer to the city from Republic Services at the conclusion of the initial term of the 5-year contract. The result will be the remaining years of warranty from cart purchases for the contract will transfer with the asset to the City of Fort Collins, CO.

This arrangement is possible due to the partnership Schaefer and Republic Services share, spanning over 20 years.

If there are any further questions or clarifications needed, please feel free to contact me.

We sincerely hope to partner with the city during this project for a smoothly executed transition for the residents of Fort Collins.

Thank you,



Brett Belda
Vice President, Waste Technology Division
Schaefer Plastics North America, LLC.
Brett.Belda@ssi-plastic.com
(440) 679- 2430

Attachment 3

Transition Plan

Program Transition Services Updated 1/3/23	Start Date	Completed Date	Touch Points	Assigned
*Not all-inclusive of every detail. We are proposing a draft timeline, but it is our intent to sit down with the City to mutually agree upon dates, as we are using best estimates right now. We typically provide a draft and very early after signing an agreement we sit down with the City to walk through it and make sure we are aligned on dates or changes needed.				
Denotes a milestone.				
Project	Start Date	Completed Date	Touch Points	Assigned
EV Vehicle - Pilot Program with Xcel Energy				
EV Mobile Battery Charging Single Charging Station Installed	12/2022 (exp.)	Q1-Q2 2023	Single	HQ EV Team Republic Services
EV Truck Arrives	Q3 2023	N/A	Single	HQ EV Team Republic Services / Kevin O'Reilly Fleet Maintenance Shop
EV Truck Show & Tell with Partners (Invite Event)	Q3/Q4 2023	Ongoing Educational Events	Multiple	HQ Republic Services Marketing, Holli McElwee and Partner with City on Invites Elected Officials/Staff
EV Truck to Begin Route in Fort Collins	Q3/Q4 2023	Ongoing	Single	Kevin O'Reilly Fleet Maintenance and Austin Self Operations Manager
RNG Trucks (ASL)				
RNG Infrastructure Construction Begins/Concludes	Q1 2023	Q2/Q3 2024	Multiple	HQ EV Team Republic Services / Kevin O'Reilly Fleet Maintenance Shop
RNG Truck Order Placed	Q1/Q2 2023	Q1/Q2 2024	Multiple	HQ EV Team Republic Services / Kevin O'Reilly Fleet Maintenance Shop
RNG Trucks Arrive	Q3 2024	Q3 2024	Multiple	HQ EV Team Republic Services / Kevin O'Reilly Fleet Maintenance Shop
Single-Hauler Communications				
Monthly Coordination Meetings with City Representative	3/20/2023	9/29/2029	Monthly	Holli McElwee; Austin Self; Tony Jimenz(Other Dept. Managers, As Necessary)
Press Release 1	3/21/2023	3/22/2023	Single	Subject: Single Hauler Contract with Republic Services Adopted; City of Fort Collins (RS Requests Ability to Review); Approved by City Staff
Cart Set-Out Times and Locations	5/1/2024	9/14/2024	Multiple & Series Out	HQ Marketing and Holli McElwee; Approved by City Staff
Develop Public Notifications to Customers	6/1/2023	9/14/2024	Multiple & Series Out	HQ Marketing and Holli McElwee; Approved by City Staff
Directions: Changing Service, Managing Solid Waste Overflow	6/1/2024	12/30/2024 (Ongoing)	Multiple & Series Out	HQ Marketing and Holli McElwee; Approved by City Staff
Press Release 2	3/1/2024	3/15/2024	Single	Subject: Ordering Carts; City of Fort Collins (RS Requests Ability to Review); Approved by City Staff
Create Letter, Postcard, Website Landing Page - Multiple Touch Pts.	11/1/2023	12/1/2024	Multiple & Series Out	HQ Marketing and Holli McElwee; Approved by City Staff
Distribute Public Notifications to Customers	1/1/2024	2/1/2024	Multiple & Series Out	HQ Marketing and Holli McElwee; Approved by City Staff
Facilitate and Manage Customer Cart Size Collection Communications and Ordering	11/1/2023	3/31/2024	Series Out	HQ Marketing, Digital, Holli McElwee, CS, Billing & Ops; Approved by City Staff
Press Release 3	5/1/2024	5/16/2024	Single	Subject: Ordering Carts Reminder City of Fort Collins (RS Requests Ability to Review); Approved by City Staff
Produce Service Tags (Oops, Contamination, Blocked Carts)	6/1/2024	8/1/2024 (Ready 9/30/24)	Multiple & Series Out	HQ Marketing and Holli McElwee; Approved by City Staff
Annual Collection Calendar	6/1/2024	8/7/2024	Multiple & Series Out	HQ Marketing and Holli McElwee; Approved by City Staff
Press Release 4	6/1/2024	8/15/2024	Single	Subject: Program Roll-Out & Collection Service - City of Fort Collins (RS Requests Ability to Review); Approved by City Staff
Develop and Mail the Yard Waste Recycling Guide	6/1/2024	9/1/2024 (& YOY: New Starts)	Mailed & Digital	HQ Marketing and Holli McElwee; Approved by City Staff
Recycle Guide	6/1/2024	9/1/2024 (& YOY: New Starts)	Mailed & Digital	HQ Marketing and Holli McElwee; Approved by City Staff
City of Fort Collins E-Newsletter	6/1/2024	8/30/2024	Multiple	City of Fort Collins (RS Requests Ability to Review); Approved by City Staff
Annual Communications - English/Spanish - Using the App	6/1/2024	9/30/2024 (& YOY)	Multiple & Series Out	HQ Marketing and Holli McElwee; Approved by City Staff
Service Levels & Rates	6/1/2024	9/30/2024	Multiple & Series Out	HQ Marketing and Holli McElwee; Approved by City Staff
New Customer Start Service Electronic Packet	6/1/2024	9/30/2024	Multiple & Series Out	HQ Marketing and Holli McElwee; Approved by City Staff
Cart Hanger Postcard for Cart Deployment/New Carts Delivered	6/1/2024	10/4/2024	Placed on New Carts	HQ Marketing, Holli McElwee & Schaefer; Approved by City Staff
Change of Service Levels	6/1/2024	12/30/2024	Multiple & Series Out	Holli McElwee Creative; CS Containers; Approved by City Staff
Service Addresses and Orders				
Meet with City of Fort Collins Environmental Services Representative	By 3/30/2023	Possible Weekly Touch Pts. TBD	TBD	Republic's GM, Austin Self, Holli McElwee, Catherine Morrow and Area Representative
Fort Collins staff answers questions while Republic drafts a Complete Residential Address List ***Per RFP Interview Discussion	3/31/2023	8/30/2023 (Ongoing w' Moves/Bulk)	Have to Determine	City Staff & Republic Services Representatives
Meet with other haulers to determine if they want their carts collected along with Republic carts	6/1/2024	9/30/2024	TBD	TBD
Cross Reference the List With Republic's Existing Customer List	8/30/2023	9/30/2023	Have to Determine	Republic Services Operations (Austin Self), Routing Manager and Area Team
Color Details, Hot Stamp, Artwork, City Phone #, Stream, Cart Sizes All Due	2/1/2024	2/1/2024	Single	Holli McElwee, Austin Self, Stephen Walker, HQ Marketing, City Representative and All Approved by City Representative
Set-up All Routing for 45,500 (+-) Customers (Will Coordinate with the City on Exacts)	3/1/2024	6/30/2024	Series	Republic Services Operations (Austin Self), Routing Manager and Area Team
Conduct All Billing Set-Up	3/1/2024	9/20/2024	Series Out	HQ Billing/Franchise Specialists, Catherine Morrow, Kathy Sommermeyer
Cart PO Placement and Order Finalization	4/1/2024	4/1/2024	Bulk Order #1	Stephen Walker and Josh Jones
Carts arrive	6/1/2024	7/1/2024		
***Place 2nd Cart Order; Only if Needed; Stragler Order (Move-ins/outs, Late Orders, HOAs or Residents or Late Adopters)	5/1/2024	6/15/2024	If Needed	Stephen Walker, Operations Manager and Josh Jones, Shop Supervisor
Develop and Distribute a Collection Calendar to All Customers	9/1/2024	9/7/2024	Series Out YOY	HQ Marketing and Holli McElwee; Approved by City Staff
Issue OOPS Tags	9/30/2024	(Ongoing & As Need Per HH)	Series Out	Drivers on Route; Approved by City Staff
Hiring and Training Class B CDL Drivers				
Post job openings for Class B CDL drivers. Target the Northern Colorado / Southern Wyoming regions. Determine if out-of-area geo targeting needs to occur as we work through the recruitment process.	6/1/2023	9/30/2024 (Ongoing)	Series Out	Maria Placencio and Republic Service's Recruiter
Begin interviewing. Note: Some interviews will take place sooner or later than this date, just depending on the candidate pool.	11/1/2023	9/30/2024 (Ongoing)	Series Out	Maria Placencio, HR Manager, and Republic Service's Recruiter
Begin background checks and drug testing. Note: Some interviews will take place sooner or later than this date, just depending on the candidate pool.	12/1/2023	9/30/2024 (Ongoing)	Series Out	Republic Service's Recruiter and Outside Agency
Hire, new hire orientation and train (18+ days for training/driver).	2/1/2024	8/1/2024 (Ongoing)	Series Out	Karisa Sommermeyer, Ops Clerk (New Hire Orientation), Shadow Other Departments, Operations Supervisor (Driver Training)

Project	Start Date	Completed Date	Touch Points	Assigned
Drivers are route ready. Until service officially begins 9/30/24, we will utilize this pool of drivers in other lines of business, on yard waste routes and as SOS relief drivers for other BUs.	2/19/2024	8/20/2024 (Ongoing)	Series Out	Austin Self and Tony Jimenez
Post for Collection Helpers, if needed	3/1/2024	As Needed	Series Out	Maria Placencio, HR Manager, and Republic Service's Recruiter
City-wide contract collection services begin.	9/30/2024	9/29/2024 (5-Year)	Series Out	All Resi Fort Collins Crew(s)
Continued driver safety training and daily huddles/crew-outs.	9/30/2024	Ongoing	Series Out	Austin Self, Tony Jimenez, Stephen Walker, and Special Visits by Area on Occasion
Keep the Class B CDL job posting opened and candidate pool steady, as there is bound to be natural ebbs and flows with the workforce.	9/30/2024	Ongoing	Series Out	Maria Placencio, HR Manager, and Republic Service's Recruiter
Hiring and Training Customer Service Representatives (Republic's CRC)				
Begin recruiting for 20 CRC agents.	9/30/2023	11/30/2023	Series Out Depending on	Republic's Recruiter and CRC Manager
Begin interviewing.	12/1/2023	1/15/2024	Series Out Depending on	Republic's Recruiter and CRC Manager
Begin making offers, background check, drug testing/screening.	1/15/2024	2/15/2024	Series Out Depending on	Republic's Recruiter and CRC Manager
Begin new hire orientation, training, onboarding, taking calls, expecting 20 agents by the "Completed Date".	2/15/2024 (Ongoing)	8/15/2024 (Ongoing)	Series Out Depending on	Republic's Recruiter and CRC Manager
Cart Pickup and New Cart Deployment - <i>Cart Deployment Can Be Scaled Up or Down</i>				
Republic Secure the Rental of Two Yards, One for New Carts and Other for Legacy Carts	7/1/2024	10/31/2024		Republic's GM
Pick Up Legacy Carts; Deliver New Cart Roll-Out Assemble & Deliver New Carts to All Residential Units	8/26/2024	9/20/2024	Routed Out; Series	Schaefer Representative & A&D Team
Clean-up From New Cart Roll-Out (Any Missed Residents/Changes); Some Overlapping of Above New Cart Roll-Out	9/20/2024	10/24/2024	As Needed	Schaefer Representative & A&D Team
First Day of Monday Collection Services (MSW, REC, YW, BULK)	9/30/2024	Ongoing	Weekly & EOW	All Departments: Ops, Billing, CS, Muni, Fleet, etc.
After the initial roll-out of Carts, Republic's Delivery Department would Deliver New Carts, Switch-Outs, etc.	10/5/2024	9/29/2029	Daily; As Needed	Republic's Operations Delivery Department

Attachment 4

Vehicle Details

Collection Vehicle Chart								
Unit #	Year	Make	Model	Body	Est. Replacemer	Includes Aftertreatment	Age	Fuel
Updated 1/31/23								
Residential Front Load				12				
2201	2021	Mack	LR64	McNeilus	2031	Yes		1 Diesel
2202	2021	Mack	LR64	McNeilus	2031	Yes		1 Diesel
2203	2021	Mack	LR64	McNeilus	2031	Yes		1 Diesel
2204	2021	Mack	LR64	McNeilus	2031	Yes		1 Diesel
2205	2020	Mack	LR64	McNeilus	2030	Yes		2 Diesel
2206	2020	Mack	LR64R DSL	McNeilus	2030	Yes		2 Diesel
2207	2018	Peterbilt	520	McNeilus	2028	Yes		4 Diesel
2208	2018	Peterbilt	520	McNeilus	2028	Yes		4 Diesel
2209	2018	Peterbilt	520	McNeilus	2028	Yes		4 Diesel
2210	2018	Mack	LR613	McNeilus	2028	Yes		4 Diesel
1214	2021	Mack	LR64	Heil	2031	Yes		1 Diesel
1215	2021	Mack	LR64	Heil	2031	Yes		1 Diesel
Avg Age							2.2	
Rear Load				2				
2080	2021	Peterbilt	520	McNeilus	2031	Yes		1 Diesel
2081	2021	Peterbilt	520	McNeilus	2031	Yes		1 Diesel
Avg. Age							1	

This spreadsheet includes information about existing diesel collection vehicles that will provide Collection Service. Additional vehicles will be purchased. All new vehicles will be CNG-fueled vehicles.

EXHIBIT B

PRICING

Fort Collins Residential Solid Waste Collection Services Price Sheet

Note: Contractor may not charge any fees beyond those listed in this pricing sheet

Collection Service Price Options

	Service Scenario	XS Service Price \$ / month / Customer	Small Cart Service Price \$ / month / Customer	Medium Cart Service Price \$ / month / Customer	Large Cart Service Price \$ / month / Customer	XL Cart Service Price \$ / month / Customer
1	Solid Waste collection, weekly Recyclable Materials collection, Yard Trimmings collection and Bulky Items collection (Requires Solid Waste go to Larimer County Landfill)	\$10.75	\$19.00	\$38.25	\$57.50	\$115.25
2	Solid Waste collection, every other week Recyclable Materials collection, Yard Trimmings collection and Bulky Items collection (Requires Solid Waste go to Larimer County Landfill)	\$10.75	\$17.25	\$34.75	\$52.25	\$104.75
3	Solid Waste collection, weekly Recyclable Materials collection, Yard Trimmings collection and Bulky Items collection (Contractor may take Solid Waste to approved landfill of their choice)	\$9.75	\$17.75	\$35.75	\$53.75	\$107.75
4	Solid Waste collection, every other week Recyclable Materials collection, Yard Trimmings collection and Bulky Items collection (Contractor may take Solid Waste to approved landfill of their choice)	\$9.75	\$16.50	\$33.25	\$50.00	\$100.25

These service rates have been reduced by \$0.25/mo to account for The Recycling Partnership grant funding.
City Administrative Fee will be charged monthly in addition to the above pricing.

Additional Fees / Services

Yard Trimmings	\$ / Customer / month
Decrease in Customer bill if Customer declines Optional Yard Trimmings Service (Price decrease does not apply to XS cart customers)	\$5.00
Overflow trash or recycling fee	\$ / 32 gallon equivalent
Fee charged to Customers with overflow trash or recycling	\$4.00
Additional cart delivery fee	\$ / delivery instance
Delivery / exchange fee for cart delivery / exchange / repair needs beyond two instances per year	\$35.00
City administrative fee	\$ / month
Fee charged to Customers and Opt-Out Customers	\$1.35

Bulky Items Collection	
No Additional Fee Bulky Items	\$ / item
\$ per "No Additional Fee" Bulky Item (when customer request more than 2 Bulky Item collections per calendar year)	\$40.00
"Additional Fee" Bulky Items	\$ / item
Non-CFC containing appliances	\$50.00
Sofas, chairs, furniture (less than 60 lbs.)	\$40.00
Mattresses & box springs	\$40.00
Large or overweight items (above 60 lbs.)	Call for pricing

Dumpster Service		
Dumpster size and type	Service Frequency	\$ / month for service
2 cubic yard Solid Waste + 2 cubic yard Recyclable Materials	Weekly	\$110.50
3 cubic yard Solid Waste + 2 cubic yard Recyclable Materials	Weekly	\$183.50
4 cubic yard Solid Waste + 2 cubic yard Recyclable Materials	Weekly	\$200.00
6 cubic yard Solid Waste + 3 cubic yard Recyclable Materials	Weekly	\$330.00

City Administrative Fee will be charged monthly in addition to the above pricing.

EXHIBIT C

INSURANCE

Without limiting any of the Contractor's obligations hereunder, the Contractor shall provide and maintain insurance coverage naming the City as an additional insured under this Agreement, via blanket-form endorsement, as applicable of the type and with the limits specified herein. Prior to the Effective Date of the Agreement, the Contractor, or its authorized representative, shall deliver to the City's Purchasing Director, purchasing@fcgov.com or P.O. Box 580, Fort Collins, Colorado 80522, one copy of a certificate evidencing the insurance coverage required from an insurance company rated A-VIII or higher by A.M. best Company and approved in Colorado.

In case of the breach of any provision of the Insurance Requirements, the City, at its option, may take out and maintain, at the expense of the Contractor, such insurance as the City may deem proper and charge-back the cost of such insurance.

Insurance certificates should show the certificate holder as follows:

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

The City, its officers, agents and employees shall be named as additional insureds on the Contractor'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 Contractor shall maintain the following coverage for the Agreement Term for all of the Contractor'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 for each employee, or as required by Colorado law.
- B. General Liability. The Contractor shall maintain for the duration of the Agreement Term 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 Two Million Dollars (\$2,000,000) each occurrence and Four Million Dollars (\$4,000,000) aggregate.
- C. Automobile Liability. The Contractor shall maintain for the Agreement Term 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 One Million Dollars (\$1,000,000) combined single limits for bodily injury and property damage.

In the event any work is performed by a subcontractor, the Contractor 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 D**CONFIDENTIALITY**

IN CONNECTION WITH SERVICES provided to the City pursuant to this Agreement, the Contractor hereby acknowledges that it has been informed that the City has established policies and procedures 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 City or its employees, customers or suppliers, which access is related to the performance of services under this Agreement, the Contractor 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 City may be confidential and/or proprietary. The Contractor agrees to treat as confidential (a) all information that is owned by the City, or that relates to the business of the City, or that is used by the City 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 City). The Contractor shall not disclose any such information to any person not having a legitimate need-to-know for purposes authorized by the City. Further, the Contractor shall not use such information to obtain any economic or other benefit for itself, or any third party, except as specifically authorized by the City.

As part of the Services provided to the City under this Agreement, the Contractor will maintain, store or process personal identifying information, as defined in C.R.S. § 24-73-101, of Customers and Service Opt-Out Customers. Pursuant to C.R.S. § 24-73-102, Contractor shall maintain confidentiality of this information and implement and maintain reasonable security procedures and practices that are: appropriate to the nature of the personal identifying information disclosed to the Contractor in furtherance of this Agreement; and reasonably designed to help protect the personal identifying information from unauthorized access, use, modification, disclosure, or destruction. If the Contractor becomes aware of any unauthorized release of personal identifying information, it shall notify the City immediately and cooperate with the City regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the City. After any such release, Contractor shall take steps to reduce the risk of incurring a similar type of release in the future as directed by the City, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the City at no additional cost to the City. In addition to any other remedies available to City under law or equity, Contractor will promptly reimburse City in full for all costs incurred by City relating to any such release.

The foregoing to the contrary notwithstanding, the Contractor 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 Contractor shall furnish a copy of this Agreement to anyone to whom it is required to make such disclosure and shall promptly advise the City in writing of each such disclosure.

In the event that the Contractor ceases to perform services for the City, or the City so requests for any reason, the Contractor shall promptly return to the City 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 Contractor understands and agrees that the City's remedies at law for a breach of the Contractor's obligations under this Confidentiality Agreement may be inadequate and that the City 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.



February 21, 2023

Contracted Residential Trash, Recycling and Compost Collection

City Council Regular Session

Caroline Mitchell

Lindsay Ex

Additional project team members:

Kira Beckham

Ted Hewitt

Gerry Paul



Staff recommends adoption:

- Ordinance No. 027, 2023 Code Changes
- Ordinance No. 028, 2023 Contract
- Ordinance No. 029, 2023 Appropriation

- Council may also consider whether to select weekly or every other week recycling in the proposed contract



Council Priority

Council Priority:
Explore Districted
System for Garbage,
Recycling and
Compost

Aligned:
Accelerate Composting
Improved Air Quality
Enhanced Recycling Education



Our Climate Future

Critical Path to
Achieving Climate
Goals (composting)

Big Move 2:
Zero Waste
Neighborhoods



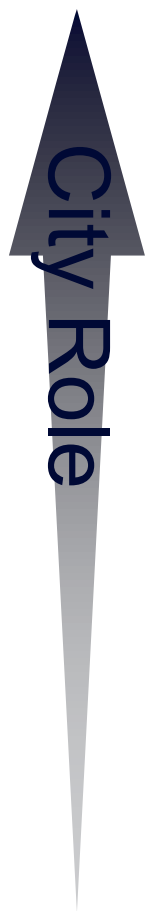
City Plan

Principle ENV 5:
Create a Zero Waste
system.



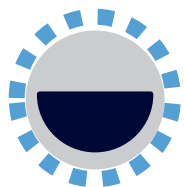
Strategic Plan

Environmental Health
4.3 Zero Waste



Municipal Hauling Utility

A municipality owns and operates their own hauling utility using city staff, resources and equipment.



Contracted System

A municipality contracts with one or more companies to provide residential trash and recycling collection.
This is the system under consideration.



Open Market with Licensing

Each household chooses their own licensed hauler for trash and recycling collection. City license can support safety requirements and/or policy goals like including recycling.
This is Fort Collins' current system.



Pure Open Market

Each household chooses their own hauler for trash and recycling collection. No role of local government.



Contract **WOULD** apply to

- Single family homes
- Multi-family complexes of 7 units or fewer that use carts



Contract would **NOT** apply to

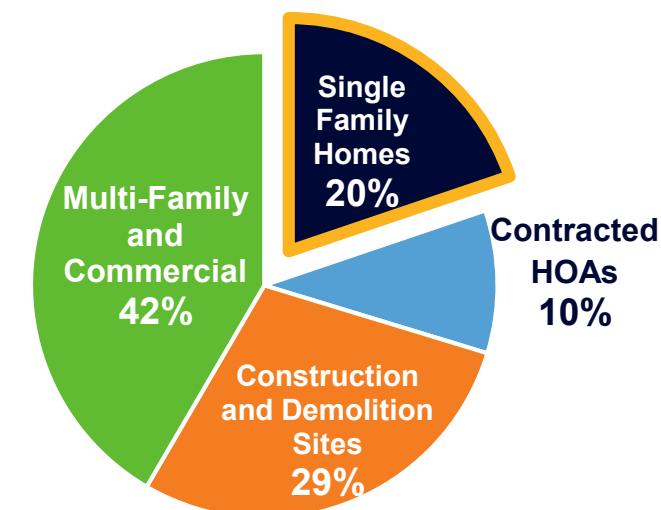
- Multi-family complexes of 8 units or more
- Businesses
- Construction sites, industrial recycling
- Single- or multi-unit homes that use dumpsters



Contract **MAY** apply to

- Homeowner's associations (HOAs) that contract for trash & recycling service now
 - If contract in place by 3/17/23 and contract meets Code requirements, can continue with existing contract or opt into City contract

Sectors Serviced by Haulers in Fort Collins








2022

2023

2024



Council and Community Priorities	Goal	Details
✓ 	Cost-effective pricing	<ul style="list-style-type: none"> • More services for a price similar to what residents paid in 2022 • XS service available
✓ 	Equity	<ul style="list-style-type: none"> • All community members have access to consistent, predictable pricing • Households can have 2 bulky items / year collected for no additional charge
✓ 	Additional recycling and composting	<ul style="list-style-type: none"> • Yard Trimmings included for a price similar to what households pay for trash + recyc. only now • Option of weekly recycling
✓	Increased safety, reduced emissions, street maintenance savings of having fewer trash trucks in neighborhoods	<ul style="list-style-type: none"> • Single hauler identified
✓ 	Reduce greenhouse gas emissions	<ul style="list-style-type: none"> • Fewer trucks able to provide same service, increased yard trimmings composted
 <div>Page 480</div>	High level of customer service	<ul style="list-style-type: none"> • Dedicated local customer service representatives • Clear penalties for poor customer service

Element	How addressed
Trash	<ul style="list-style-type: none"> Consistent volume-based pricing; included XS cart service
Recycling	<ul style="list-style-type: none"> Pricing: Bundled w trash service for no extra charge Service frequency: Every-other-week service; Council can select weekly for \$1.25 more / mo
Yard Trimmings	<ul style="list-style-type: none"> Weekly collection from April – Nov Included in service; can decline service and receive discount on bill
Bulky Waste (Items too large to fit in cart)	<ul style="list-style-type: none"> 2 items / year included
Food Scraps	<ul style="list-style-type: none"> Not included in this contract Can be amended when service becomes available
Carts	<ul style="list-style-type: none"> New City logo'd carts; will remain at homes at end of contract
Variances	<ul style="list-style-type: none"> Large volume producers (more than 2 large carts per week) Shared service (must share XS service)
Contract length	<ul style="list-style-type: none"> 5 years from service start date

Unlike in the open market system, the contract includes enforcement ability, including:

- Performance standards: If an issue is happening repeatedly, the City can end the contract
- Liquidated damages: Hauler must pay when certain issues happen
- These apply to
 - Customer service wait times (< 3 minutes), resolution times (< 1 day)
 - Missed pickups for regular service or bulky item pickup
 - Customer receives 1 free month of service
 - Not delivering carts within 5 business days
 - Customer receives 1 free month of service
- City will have staff specifically focused on contract monitoring and enforcement



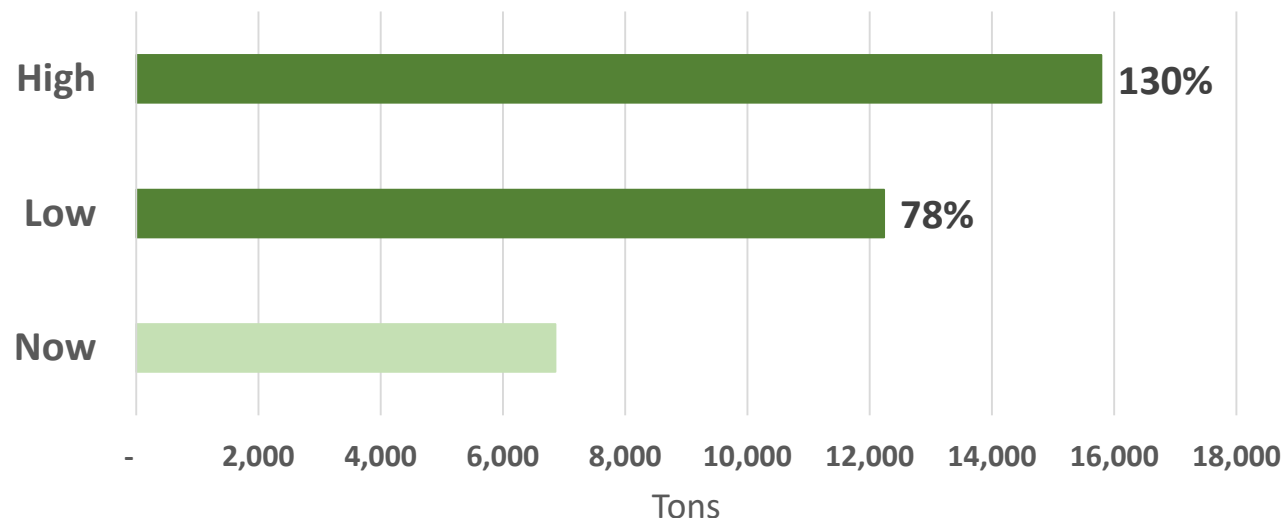
Trash Cart Size	% of Homes	Trash + Recycling Only				Trash + Recycling + Yard Trimmings				Trash + Recycling + Yard Trimmings + Bulky Items			
		Current Avg.	Contract Price	\$ Change	% Change	Current Avg.	Contract Price	\$ Change	% Change	Current Avg.	Contract Price	\$ Change	% Change
XS	0.5%	\$15.93	\$11.10	\$ (4.83)	-30%	\$33.10	\$11.10	\$ (22.00)	-66%	\$39.35	\$11.10	\$ (28.25)	-72%
Small	43%	\$18.18	\$12.85	\$ (5.33)	-29%	\$35.35	\$17.85	\$ (17.50)	-50%	\$41.18	\$17.85	\$ (23.33)	-57%
Med	41%	\$32.09	\$29.60	\$ (2.49)	-8%	\$49.26	\$34.60	\$ (14.66)	-30%	\$55.10	\$34.60	\$ (20.50)	-37%
Large	15%	\$42.32	\$46.35	\$ 4.03	10%	\$59.49	\$51.35	\$ (8.14)	-14%	\$65.33	\$51.35	\$ (13.98)	-21%
XL	n/a	n/a	\$96.60			n/a	\$101.60			n/a	\$101.60		

Prices above include City administrative fee

Opt-out fee is equivalent to the cost of the XS trash cart size (\$11.10 / mo)

When comparing the same services, the contracted price offers significant price savings for almost all households

Anticipated Additional Composting from Contracted Program

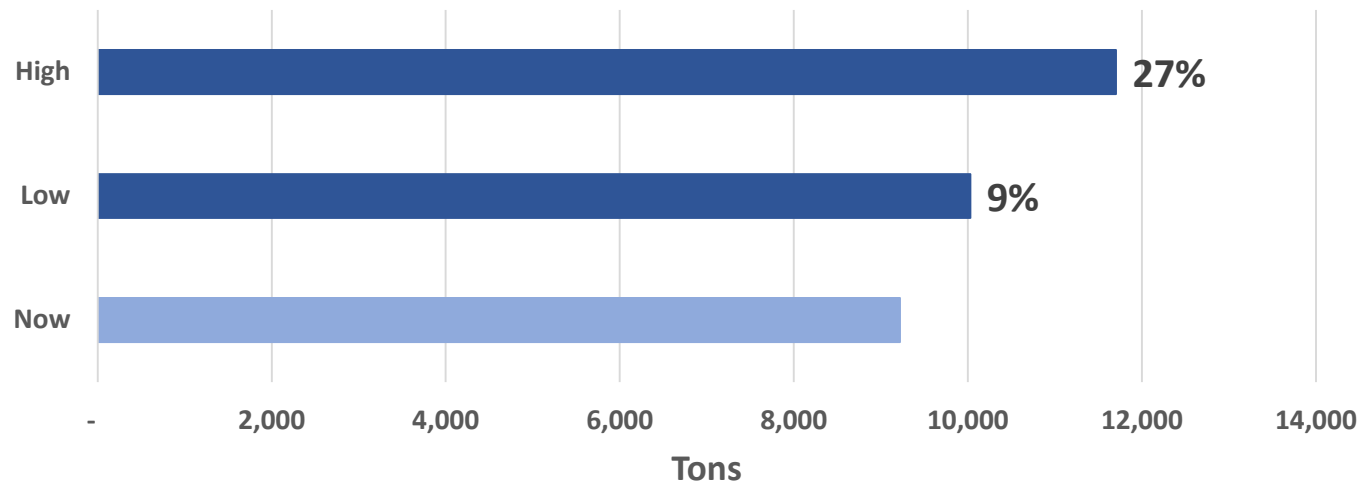


Impacts of the 78%-130% increase in yard trimmings composted:

- ↑ Residential diversion rate from 28% to 31% - 40%
- ↑ Community wide diversion rate from 51% to 53% - 54%
- ↓ Greenhouse gas emissions by 12-20% of waste-related emissions (0.2-0.4% progress to goal)

	Current: Licensed Open Market Approach	Proposed: Contract Approach
Price	\$18 / month	\$5 / month
How to get service	Have to call to request	<ul style="list-style-type: none"> Automatically included in service Can decline service to reduce bill \$5 / month
Participation rate	17%	75-85%
Tons diverted	6800 (incl. drop-off) 2500 (curbside only)	~ 9,700 – 13,300
Service details	Weekly collection April - November	Weekly collection April - November

Anticipated Additional Recycling from Weekly Recycling Collection



Benefits

- Additional recycling
- Additional convenience
 - Supports more recycling at homes from online shopping, working from home
- Slight greenhouse gas emissions benefit from weekly recycling

Tradeoffs

- Additional cost
- Additional truck impacts
 - Slightly more emissions

Trash Cart Size	Option 1: Every Other Week Recycling	Option 2: Weekly Recycling
XS	\$11.10	\$11.10
S	\$17.85	\$19.10
M	\$34.60	\$37.10
L	\$51.35	\$55.10
XL	\$101.60	\$109.10

Impacts of the 9% - 27% increase in materials recycled:

- ↑ Residential diversion rate from 28% to 30% - 32%
- ↑ Community wide diversion rate from 51% to 52%
- ↓ Greenhouse gas emissions by 2.5% - 8% of waste-related emissions (0.05% - 0.15% progress to goal)

Placeholder slide
(Will be updated upon First Reading with feedback received in February 2023)

- Collected by hauler, remitted to City quarterly
- Up to \$1.35 / mo / household (*included in pricing on prior slides*)
- Supports 2 - 4 FTE and program costs for City role in:
 - Program roll out and management
 - Customer Service
 - Education and Outreach
 - Compliance
 - HOAs
 - Contract and related code compliance
- Supported by Finance Committee on 2/2/23

	2023 Appropriation	2024 Planning
Expenses		
Personnel	\$43,726	\$206,180
Programmatic expenses	\$63,525	\$87,465
Appropriation 2023	\$107,251	\$293,645

Supported by Finance Committee on 2/2/23

- Enable the contracted service and administrative fee
- Homeowner's Associations (HOAs)
 - Continue to meet Pay-As-You-Throw requirements
 - Match contract yard trimmings service by the time the City's service starts

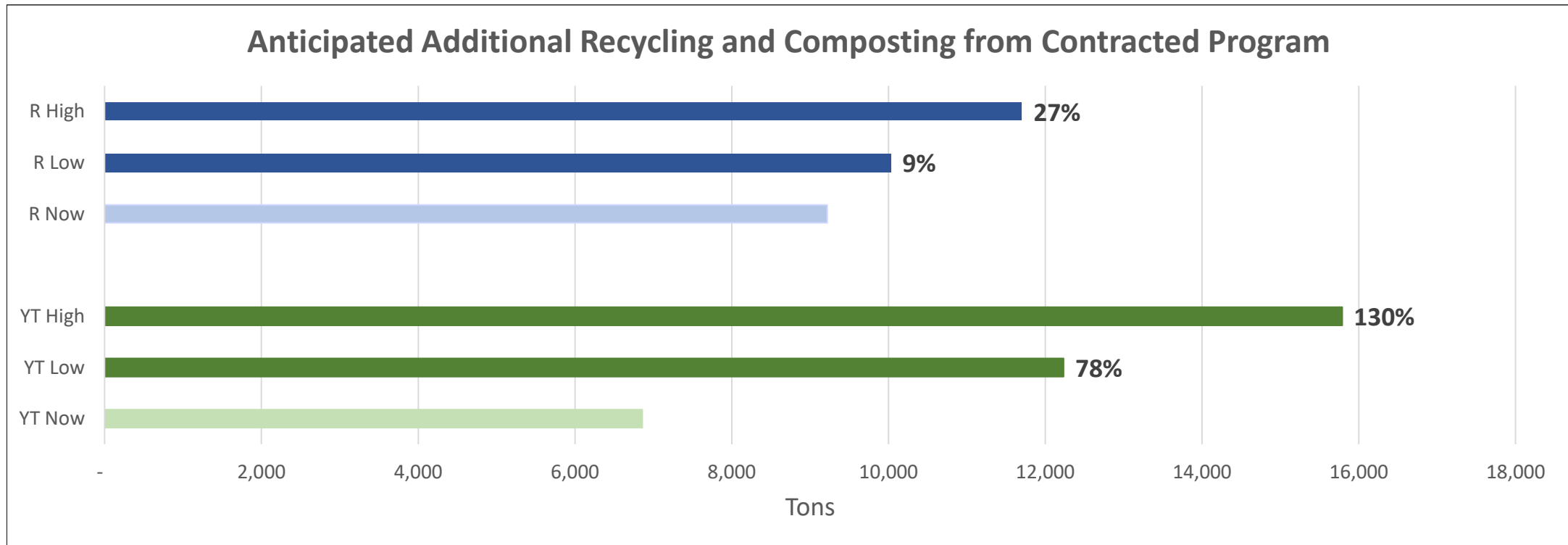
Staff recommends adoption:

- Ordinance No. 027, 2023 Code Changes
- Ordinance No. 028, 2023 Contract
- Ordinance No. 029, 2023 Appropriation

- Council may also consider whether to select weekly or every other week recycling in the proposed contract



Backup slides



Impacts of the increase in yard trimmings composted and material recycled:

- Residential diversion rate from 28% to 36% - 42%
- Community wide diversion rate from 51% to 53% - 55%
- Percent progress toward zero waste goal
 - Yard trims only: 3.1% - 5.2%
 - Recycling only: 0.46% - 1.4%
 - Yard trims + recycling: 3.7% - 6.7%

February 21, 2023

AGENDA ITEM SUMMARY

City Council



STAFF

Travis Storin, Chief Financial Officer,
Jason Licon, Northern Colorado Regional Airport Director
Ryan Malarky, Legal

SUBJECT

First Reading of Ordinance No. 031, 2023 Appropriating Prior Year Reserves for a Conditional Capital Contribution of \$1,000,000 for Construction of a New Public Terminal Facility at the Northern Colorado Regional Airport.

EXECUTIVE SUMMARY

The purpose of this item is for Council to consider a public position of support by appropriating an anticipated \$1,000,000 conditional capital contribution for the construction of a new public terminal facility (Project) at the Northern Colorado Regional Airport (Airport). Total Project costs are estimated to be \$25,000,000, and this Ordinance's adoption by the end of February helps to secure the anticipated \$21,000,000 of federal funding. At the suggestion of the Council Finance Committee, staff has developed a series of performance indicators to use as terms and conditions of the City contribution.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

The Airport, which is jointly owned by the Cities of Fort Collins and Loveland, is seeking additional funding to complete the total need for the \$25M Project. This new terminal will replace the inadequate, temporary facilities used for growing multi-modal transportation segment, charters, and future airline services. The new terminal will include two airline gates, Denver International Airport (DIA) transportation, and transit access.

The current terminal was constructed in 1989 for 19 passenger aircraft. This facility does not meet current or future capacity needs nor accessibility standards. The existing building will be repurposed for TSA, airline, and Airport office space and the modular structure will be decommissioned. The new 19,400 square foot terminal would support two airline gates, transportation to and from DIA, transit and Transportation Network Company (rideshare) access, and future expansion. The facility is being designed to a LEED Silver level of sustainability.

The total cost of the Project is being funded by Federal Funds (\$21M), Airport Capital Reserves (\$2M), City of Loveland contribution (\$1M), and this request for a City of Fort Collins Contribution of (\$1M). This will give the Project the total needed to complete the work.

The current Airport Master Plan was adopted by both Cities in 2020. Beginning in January 2021, the Airport conducted public design charrettes and other outreach regarding the Project. Phase 1 of the Project was an expansion of the aircraft parking apron for \$3M, which was 100% federally funded and completed in October 2021. Due to funding shortfalls, a major design change of the Project was completed in October 2022 to reduce the overall cost burden.

Current phase 2 estimates construction costs of \$18.5M and terminal facility soft costs of \$3.5M. Design is anticipated to be completed in April 2023, followed by contractor bidding concluding in May 2023. Construction is scheduled to start in June 2023 and conclude in October 2024.

The federal funding associated with the Project is contingent on the contributions from the Cities of Loveland and Fort Collins, combined with Airport reserves, to meet the local match obligation of \$4M and trigger the release of federal funds. This federal funding associated with the Project is time-limited to be spent by July 2024, which the Project schedule accommodates.

At the recommendation of Council Finance Committee. City and Airport staff collaboratively developed a series of performance indicators to be used as conditions for the City's capital contribution. This team recommends inclusion of the following:

Condition	Baseline / Current State	Target State	Timeline
1) Cities' annual operations/maintenance contributions	0% (since 2019*)	0%	Continued through YE 2027
2) Leadership in Energy and Environmental Design (LEED) Silver building certification	N/A	Yes	3Q 2024
3) Public art commitment at 1% of non-federal contributions	No	Yes	3Q 2024
4) Carbon Footprint of Building	236 MTCO ₂ e	198 MTCO ₂ e	3Q 2024
5) Number of annual outbound passengers served (bus and air)	18,000	33,000	YE 2027
6) Enhanced accessibility	Partial	Fully	3Q 2024

*Loveland and Fort Collins each pay approximately \$180,000 per year on a ground lease of Airport property for use by the Northern Colorado Law Enforcement Training Center, and each City carries insurance coverage for the property and liabilities of the Airport.

Staff recommends adoption of this Ordinance on the basis of strategic objectives 3.1 and 6.4, which read: Collaborate with local and regional partners to achieve economic resilience in Northern Colorado; and Support and invest in regional transportation connections.

Should the Council adopt this Ordinance, Staff will negotiate and execute an intergovernmental agreement (IGA) with the City of Loveland for this capital contribution and to include in the IGA the proposed performance indicators and any others Council may request as milestones when some or all of the contribution would be repaid by Loveland to the City if the performance indicators are not met.

As proposed in the Ordinance, the IGA with Loveland would provide:

- (1) if for any calendar year from 2024 and 2027 the City is obligated under its current Airport agreement with Loveland to pay its share of the Airport's operation and maintenance costs, the City shall be entitled to a credit of up to \$50,000 as a set-off to that obligation for each such year and the City of Loveland shall pay any shortfall resulting from the credit;
- (2) if any of the performance indicators for Silver LEED, public art commitment, building carbon footprint, and enhanced access are not achieved by September 30, 2024, the City shall be repaid \$150,000 of the capital contribution for each performance indicator not timely achieved;
- (3) if the Airport's annual outbound passengers served by air and bus are not 33,000 or more passengers for the calendar year 2027, the City shall be repaid \$200,000.

As written above, if none of the performance indicator are satisfied, the City would receive total repayments of \$800,000 and credits totaling as much as \$200,000.

The Ordinance authorizes the City Manager to sign the IGA without further action by the City Council. It also authorizes the City Manager to agree in the IGA, in consultation with the City Attorney, to modification of the repayment and credit conditions so long as such modifications do not remove or significantly change any of the performance indicators and they do not substantially change the timing or amounts of the credit and repayment obligations. In addition, the Ordinance provides that the City Manager may agree to such other terms and conditions in the IGA as she determines, in consultation with the City Attorney, are necessary or appropriate to protect the interests of the City.

It also needs to be noted that because of TABOR, Loveland's financial obligations under the IGA will be subject to annual appropriation by Loveland's City Council of the needed funds.

CITY FINANCIAL IMPACTS

The proposed contribution would come from General Fund reserves. While year-end financial statements are still in a draft stage and have yet to undergo the external audit, preliminary figures show an increase in General Fund reserves of approximately \$9M. These funds are available for any municipal purpose through supplemental appropriations, the 2024 budget revision cycle (to be conducted in late summer 2023), and the 2025-2026 BFO cycle.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

Council Finance Committee did not reach a recommendation to the Council, instead directing staff to bring the item for discussion with the full Council.

PUBLIC OUTREACH

None.

ATTACHMENTS

1. Ordinance for Consideration
2. Presentation

ORDINANCE NO. 031, 2023
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROPRIATING PRIOR YEAR RESERVES FOR A CONDITIONAL CAPITAL
CONTRIBUTION OF \$1,000,000 FOR CONSTRUCTION OF A NEW PUBLIC TERMINAL
FACILITY AT THE NORTHERN COLORADO REGIONAL AIRPORT

WHEREAS, the City of Fort Collins (the “City”) and the City of Loveland (“Loveland”) jointly own the Northern Colorado Regional Airport (the “Airport”); and

WHEREAS, the Airport is currently undertaking a project to construct a new public terminal facility (the “Project”) for the purpose of growing multi-modal transportation, charters, and future airline services; and

WHEREAS, the Project is estimated to have a total cost \$25,000,000, with \$21,000,000 from federal funding, of which \$1,590,000 is contingent upon a local match of \$175,000; and

WHEREAS, the Project is dependent upon a local contribution obligation of \$4,000,000, of which \$2,000,000 will come from the Airport’s capital reserves and \$1,000,000 is proposed to be contributed each by the City and Loveland; and

WHEREAS, City Council’s Finance Committee recommended that City staff collaborate with Airport staff to develop a series of performance indicators to be used as conditions for the City’s capital contribution; and

WHEREAS, the staff team is recommending performance indicators as listed below in this Ordinance that if not met would trigger Loveland’s obligation to repay certain amounts to the City or to provide the City a credit against operational costs of the Airport; and

WHEREAS, this Ordinance directs City staff to negotiate and execute an intergovernmental agreement with Loveland for this capital contribution and to include the proposed performance indicators and other terms and conditions that the City Manager, in consultation with the City Attorney, deems necessary or appropriate to protect the interests of the City; and

WHEREAS, in addition to conditionally appropriating the identified funds, this Ordinance is intended to provide a public position of support for the Project to allow for the release of federal funding; and

WHEREAS, this appropriation benefits the public health, safety and welfare of the residents of Fort Collins and serves the public purpose of providing funding for the construction of a new public terminal facility at the Airport with the intent of growing multi-modal transportation, charters, and future airline services that Fort Collins residents will be able to access; and

WHEREAS, Article V, Section 9 of the City Charter permits the City Council, upon the recommendation of the City Manager, to make supplemental appropriations by ordinance at any

time during the fiscal year such funds for expenditure as may be available from reserves accumulated in prior years, notwithstanding that such reserves were not previously appropriated; and

WHEREAS, the City Manager has recommended the appropriation described herein and determined that this appropriation is available and previously unappropriated from the General Fund and will not cause the total amount appropriated in the General Fund to exceed the current estimate of actual and anticipated revenues and all other funds to be received in this 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 from prior year reserves in the General Fund the sum of ONE MILLION DOLLARS (\$1,000,000) to be expended in the General Fund for a conditional capital contribution for the Project, the construction of a new public terminal facility at the Northern Colorado Regional Airport.

Section 3. That the City Manager is directed to negotiate an intergovernmental agreement with Loveland for this capital contribution, which shall include the following performance indicators and related terms and conditions:

- No later than March 31, 2025:
 - The Project shall achieve LEED Silver building certification;
 - The Project shall include a public art commitment at 1% of non-federal funding contributions to the Project;
 - The carbon footprint of the building shall be no greater than 198 metric tons of carbon dioxide equivalent; and
 - Enhanced accessibility to the building.
- By year-end 2028, the Airport shall achieve no less than 33,000 bus or air passengers annually that directly utilize the new terminal facility.
- If either of the performance indicators for Silver LEED, and building carbon foot-print metrics are not achieved by March 31, 2025, Loveland shall repay to the City \$150,000 of the capital contribution for each performance indicator not achieved when promised.
- While there will be no specifically designated payback amount for the failure to achieve the public art commitment and enhanced accessibility performance indicators, achievement of these indicators will be required in the intergovernmental agreement.
- If the Airport's annual outbound passengers served by air and bus are not 33,000 or more passengers for the calendar year 2028, Loveland shall repay to the City \$200,000 of the capital contribution.

Section 4. That the City Manager is authorized to enter into and sign on the City's behalf an intergovernmental agreement with Loveland containing the performance indicators and

related terms and conditions set out in Section 3 above. The City Manager may also agree, in consultation with the City Attorney, to modification of such performance indicators and terms and conditions in the agreement so long as those modifications do not remove or significantly change any of the performance indicators and they do not substantially change the timing or amounts of the credit or repayment obligations. The City Manager may further agree to such other terms and conditions in the agreement as she determines, in consultation with the City Attorney, are necessary or appropriate to protect the interests of the City.

Introduced, considered favorably on first reading, and ordered published this 21st day of February 2023, and to be presented for final passage on the 7th day of March 2023.

Mayor

ATTEST:

City Clerk

Passed and adopted on final reading on the 7th day of March 2023.

Mayor

ATTEST:

City Clerk



02-21-2023

Airport Terminal Project & COPs Issuance:

FNL Airport Terminal Project
Hughes Land Purchase

Travis Storin

Chief Financial Officer

Jason Licon

Airport Director



- **Airport Background**
- **Project Information**
- **Proposed performance indicators and terms**
- **Funding and Cost Share Proposal**

- Beginning operations in 1964, jointly owned by Loveland and Fort Collins since 1979
- 2020 Master Plan adopted by both Councils after joint meeting in fall 2020
- Operating under 2015 Amended and Restated Intergovernmental Agreement
 - IGA provides that if either city does not pay its one-half expenses in a given year, it will cede 10% of its ownership to the other city
- Currently, the sole direct operating expense of each City is \$183,395 for an FAA ground lease associated with the Northern Colorado Law Enforcement Training Center



Airport Terminal Project

Fort Collins City Council

February 21, 2023

Create a new public terminal facility

- Replace the inadequate, temporary facilities used for growing multi-modal transportation segment, charters, and future airline services
- Improve transportation access and connectivity for the region

Utilize funding most effectively and create positive impacts for the region

- Counteract negative economic impacts created by the pandemic
- Create economic opportunity, and sustainability
- Enables community to better directly utilize the airport
- 4,000 people travel daily to and from Denver Airport

Current terminal:

- Built in 1989 for 19 passenger aircraft
- Does not meet current or future capacity needs, or accessibility standards
- Reuse of existing building proposed for TSA, Airline, & Airport office space



Facilities have been adequate during the past 30+ years, but no longer achieve what is needed for the future.

Designed to support current passenger and future demand

- Two airline gates
- Denver airport transportation
- Transit & TNC access

Expandable for the future

19,400 square feet

Sustainability – LEED Silver

First impression for visitors and a welcome home for local travelers



Project Budget

Total project cost estimate: \$25 million

- Phase 1 aircraft parking apron expansion: \$3 million
 - 100% federally funded
- Terminal facility soft costs: \$3.5 million
- Construction: \$18.5 million

Total available funding: \$25 million

- Federal funds: \$21 million
- Airport capital reserves: \$2 million
- City of Loveland: \$1 million
- City of Fort Collins (pending): \$1 million

Project Timeline

Project start: January 2021

- Public design charrettes & outreach
- Building upon Airport Master Plan adopted by the Cities in 2020

Work Completed to date:

- Aircraft parking apron expansion \$3m: October 2021
- Major design change: October 2022

Remaining Work:

- Design Completion: April 2023
- Contractor Bidding & Negotiations: March - May 2023
- Construction Start: June 2023
- Construction End: October 2024
 - On track to use time limited federal funds by July 2024



Economic Health

Strategic Objective 3.1:

Collaborate with local and regional partners to achieve economic resilience in Northern Colorado.

The Northern Colorado Regional Airport is an underutilized asset that has potential to increase regional economic competitiveness.



Transportation & Mobility

Strategic Objective 6.4:

Support and invest in regional transportation connections.

The Northern Colorado Regional Airport provides regional transit through Landline Bus Service to DIA that reduces VMT from the Fort Collins community to Denver.

Conditions/Performance Indicators	Baseline / Current State	Target State	Timeline	Penalty
1) Leadership in Energy and Environmental Design (LEED) Silver building certification	N/A	Yes	1Q 2025	\$150,000 repayment if not achieved
2) Public art commitment at 1% of non-federal contributions	None	Yes	1Q 2025	None
3) Carbon Footprint of Building	236 MTCO ₂ e	198 MTCO ₂ e	1Q 2025	\$150,000 repayment if not achieved
4) Number of annual outbound passengers served (bus and air) that directly utilize the new terminal facility	18,000	33,000	YE 2028	\$200,000 repayment if not achieved
5) Enhanced accessibility through electric vehicle charging stations, bicycle parking, and creation of a transit services point at the facility	Partial	Fully	1Q 2025	None

* Loveland and Fort Collins each pay \$183,395 per year on a ground lease of Airport property for use by the Northern Colorado Law Enforcement Training Center, and each City carries insurance coverage for the property and liabilities of the Airport.

- **February 21** Council meeting to consider appropriation on 1st Reading
- **March 7** Council meeting to consider appropriation on 2nd Reading
- **March TBD** Begin development of MOU/IGA for conditions attached to contribution
- **June TBD** Finalize MOU/IGA between Loveland and Fort Collins
- **Summer 2023** Governance Study for future of airport ownership and commission/board structure

- **Consideration of Ordinance No. 031, 2023 appropriating general fund reserves for a conditional capital contribution of \$1,000,000 for construction of a new public terminal facility at the Northern Colorado Regional Airport**
 - **Staff recommends adoption on first reading.**



QUESTIONS?





THANK YOU!
For More Information, Visit

www.flyfnl.com













Web

- www.flyfnl.com
- terminal.flynoco.com

Partners

- Ambient Energy/ Mead & Hunt
- Cities of Fort Collins & Loveland
- Dibble Engineering
- Ditesco Project & Construction Services
- KL&A Engineers
- Hensel Phelps
- Rider Levett Bucknall
- Ripley Design
- Swanson Rink
- Terracon
- VFLA Architects

February 21, 2023



AGENDA ITEM SUMMARY

City Council

STAFF

Seth Lorson, Transit Planner
Drew Brooks, Interim Deputy Director of PDT
Aaron Guin, Legal

SUBJECT

First Reading of Ordinance No. 030, 2023, Adopting the North College MAX BRT Plan as a Component of City Plan.

EXECUTIVE SUMMARY

The purpose of this agenda item is for City Council to consider adoption of the North College Max Plan. The North College MAX BRT Plan is the result of approximately 18 months of community engagement, information analysis, and concept refinement. The plan provides recommendations for Bus Rapid Transit, local transit routes, bicycle and pedestrian facilities, future development, and affordability.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

A. PROJECT GENESIS

Development of Bus Rapid Transit (BRT) on North College Avenue was identified as a goal in the Transit Master Plan (2019) and has been requested by the North College business and residential community for many years. In addition to policy documents and community demand, expansion of transit services to North College is consistent with the City's climate and equity goals.

Our Climate Future sets a goal of 80% reduction in greenhouse gas emissions by 2030 and identifies expansion of public transit and bicycle facilities, and increased density, as "big moves" needed to achieve these goals. The current routes (8 & 81) serving the North College corridor are the fastest growing routes in the Transfort system.

The City's efforts to focus on equity includes prioritizing the North College area for this planning process. Notably, the North College area is made up of approximately 41% Hispanic and Latinx community members, as compared to nearly 12% in the Fort Collins community at large. The North College area also has a lower average annual household income (\$47,200) than the rest of Fort Collins (\$68,000). Additionally, North College is home to many social service agencies including Salud Medical Clinic, Larimer County Department of Human Services, Food Bank for Larimer County, Murphy Center for Hope, Catholic Charities of Larimer County, and The Family Center La Familia. The Fort Collins Rescue Mission also is planning to relocate to the area.

These conditions lead to the successful application for an FTA grant (5338 TOD Pilot) to provide funding for consultant assistance to create the North College MAX BRT Plan.

B. PURPOSE

The purpose of the North College MAX BRT Plan and process:

- **Guide transportation infrastructure improvements and new development** in a way that allows North College Avenue to continue its evolution as the northern entryway to the City with a positive community look and feel.
- **Plan and provide steps for implementation for increased transit investment** and a multi-modal transportation network in the North College area that is safe, comfortable, and convenient for people of all ages and abilities.
- **Build upon Citywide efforts to preserve affordability for residents and local businesses** and recommend appropriate strategies for the North College area in particular.
- **Guide new development** that can provide affordable housing, essential services, and open space in the area.
- Contribute to numerous other efforts in the North College area to **strengthen its unique local character and sense of place**.

C. PROJECT PHASES AND PUBLIC ENGAGEMENT

The North College MAX BRT Plan has taken an equity-forward approach to plan creation and community engagement. Prior to beginning the planning process, an Equity and Engagement Working Group was created. This group, made up of North College community members and representatives of social service agencies, framed the strategies used in the public involvement plan.

In each phase of the project, all material and events/workshops were available in English and Spanish. Community-based organizations (Spanish-speaking) traveled door-to-door to establish trust and meet community members where they were most comfortable. Also, incentives for participation were provided as recognition that a person's time is valuable and engaging with the City competes with other priorities such as work, childcare, and free time.

Each phase of the project presented information to the community and incorporated feedback into each subsequent phase, thus creating a feedback loop and outcomes that were familiar to stakeholders. Due to this consistent approach, engagement in the final phase of the project garnered very few requests for changes and many nods of appreciation.

Project Phases: (Engagement summaries from each phase are available in Appendix A.)

Phase 1 – Existing Conditions

Opportunities and challenges for existing transportation infrastructure, travel patterns, and development trends were presented to the community and stakeholders. (See Appendix B – Existing Conditions Report). Participants shared that their top concerns were safe and comfortable transportation and fears about gentrification.

Phase 2 – Alternatives Evaluation

Possible future transit alignments, options for multi-modal infrastructure, and the close relationship between land use and provision of transit were presented to the community and stakeholders. (See Appendix C - Alternatives Analysis). Participants shared that increases in density for new jobs and housing is acceptable if it will bring BRT and safer, more comfortable bicycle and pedestrian facilities to the North College corridor.

Phase 3 – Recommendations

Based on the feedback and analysis in the first two phases, recommendations for BRT, bicycle/pedestrian infrastructure, and future land development were presented to the community and stakeholders. Feedback and discussions were primarily focused on confirming what we heard and discussions about implementation and timeline.

Phase 4 – Draft Plan

Outcomes consistent with the trajectory of the plan and revised, based on community and stakeholder feedback, the draft plan document was posted for public review and stakeholder meetings. The feedback provided few areas for adjustment and was generally supportive of the plan and complementary of the process. Revisions to the plan were made based on feedback throughout the process, including comments by the Planning and Zoning Commission specific to phasing implementation.

D. PROJECT VISION

Based on the feedback from the community and stakeholders, the following vision statement was crafted:

The vision for North College Avenue is for a safe, accessible, attractive, and affordable corridor for people who live, work, and visit the North College area. North College Avenue will be a gateway and hub for local and regional transit connections that link people to essential services, recreation, and entertainment.

The corridor will connect to a comfortable and convenient network for people using active modes made up of sidewalks, share-use paths, and bike lanes.

Transit stations will be focal points for new, multi-story development that de-emphasizes surface parking. Corridor development will bring upgrades to infrastructure, improve public space, and fill in existing vacant land and buildings. New development will occur in a way that protects the natural environment and preserves affordability and diversity of residents, local businesses, and service providers. North College Avenue will become a district and destination with its own distinct character that is driven by residents, workers, and local business owners. The corridor will be a safe and comfortable corridor to travel through and a destination for people of all socio-economic statuses, ages, and abilities.

The corridor will:

- *Be a gateway into the City of Fort Collins.*
- *Include a safe, comfortable, and convenient transportation network for people taking transit, using active modes, and driving.*
- *Stay affordable for residents and local businesses.*
- *Grow in a way that protects the natural environment and the local community.*
- *Provide ample services, places to live, employment opportunities, and spaces for recreation.*
- *Display its own unique local character.*

C. PLAN RECOMMENDATIONS

(Transportation plan recommendations are located on page 21 of plan document.)

The plan recommends a **phased approach** to implementation for the following reasons (Phasing details are found on page 34 of plan document):

- A major capital project was constructed on North College less than a decade ago. The construction of sidewalks, streetscape amenities, and medians presented challenges for residents and especially businesses in the North College corridor. More major construction in the near term is not welcome.
- The mid- and long-term recommendations are not yet needed in the corridor but associated conditions will be monitored to determine when they are needed.
- The mid- and long-term recommendations are expensive and without meeting certain population and ridership requirements this project is not eligible for the FTA grants that typically pay for such improvements (such as the Small Starts grant used for the MAX BRT).

NEAR-TERM RECOMMENDATIONS

- Create a new high frequency bus route on North College Avenue in the existing general purpose travel lanes at a 15-minute frequency.
- Consolidate existing local bus stops on North College Avenue at signalized intersections.
- Realign Route 8 to serve Blue Spruce Drive, Redwood Street, and Linden Street at a 30-minute frequency.
- Implement a micro-transit zone in the North College area to serve places not well-served by fixed-route transit.
- Construct infrastructure for people walking and biking, including segments of shared-use path north of Hibdon Court, new signals on North College Avenue, and improved bikeways, walkways, and crossings along streets parallel and connecting to North College Avenue.
- Adopt amendments to the Mason Street realignment identified in the Master Street Plan.
- Implement Transit Oriented Development (TOD) strategies including a TOD overlay; change setback and height standards; establish connectivity, outdoor space, and dominant block face requirements; adjust Architectural Standards; and create incentives to preserve existing commercial buildings.
- Implement strategies to preserve and increase affordability, including applying the Urban Renewal Authority's tools, requiring considerable public benefits from metro districts, rezoning the North College Mobile Home Park, leveraging the City's land bank, and establishing an affordable housing goal for the area.
- Implement affordable commercial lease strategies, develop business grants for local businesses, and provide incentives for building improvements and redevelopments for local businesses.

MID-TERM RECOMMENDATIONS

The large capital investments (marked with an *) in the mid-term recommendations will not be implemented until the following **conditions** are met:

- Ridership on North College BRT is at 1,000 boardings per day, or
- Traffic becomes congested to the point that intersections on North College Avenue are experiencing a level of service F, or
- The population (currently approximately 7,000) and employment (currently approximately 16,125) of the area doubles from current levels, or
- CDOT plans a major rehabilitation project for North College Avenue and this plan's recommended improvements could occur at the same time.
- Prior to any major capital project related to this plan, an Equity Analysis is recommended to identify and mitigate possible negative outcomes.

Recommendations:

- *Construct Business Access Transit (BAT) bus-only lanes, MAX stations with mobility hubs, and complete shared-use paths on North College Avenue
- *Acquire property for and construct a bus turn-around north of Terry Lake Road
- Increase bus frequency (15-minutes on North College Avenue and 15-minutes on Route 8) and service hours
- Create a mobility hub near the Willox Lane roundabout in conjunction with redevelopment of the former Albertson's
- Construct access infrastructure for people walking and biking along Mason Street and Red Cedar Circle
- *Construct medians south of Conifer Street
- Provide regional stormwater detention

LONG-TERM RECOMMENDATIONS

- Once ridership on North College approaches 1,500 boardings per day, recommend increasing North College BRT frequency to 10-minutes and evaluate feasibility of interlining with MAX on Mason Street

CITY FINANCIAL IMPACTS

Near-term:

- Capital costs: \$3M (plus optional \$2.3M to replace current buses with battery/electric buses)
- Operating costs: \$500k/year for microtransit

- Fixed route operations are revenue neutral

Mid-term:

- Capital costs: \$27M (plus optional \$1M for an additional 40-foot battery electric bus)
- Operating costs: +\$1M/year

Long-term:

- Capital costs: \$1.3M for additional articulated battery electric bus
- Operating costs: \$500k/year

As work is completed toward implementation, various approaches will be utilized. Primarily, State and Federal grants will contribute toward payment for transit improvements (typically with a 20% - 50% local match), bicycle and pedestrian improvements will be included in the capital improvement list and will be constructed incrementally with new land development and redevelopment.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

The Planning and Zoning Commission recommended approval of the North College MAX Plan by a 7 – 0 vote on November 17, 2022.

The Transportation Board recommended approval by a 5 – 2 vote on October 19, 2022. (Dissenting votes suggested that the long-term recommendations should be implemented immediately and that the cross-section graphics should show a semi-truck.)

PUBLIC OUTREACH

Community outreach has been extensive, and focused on equity. A summary is included in the project narrative, above. Below is a snapshot of engagement. For more details, please review Appendix A.



ATTACHMENTS

1. Ordinance for Consideration
2. Ordinance Exhibit A
3. Project Plan Area
4. Transportation Board Minutes – October 19, 2022
5. Planning and Zoning Commission Minutes – November 17, 2022
6. Appendix A – Outreach Summary
7. Appendix B – Existing Conditions Report
8. Appendix C – Alternatives Analysis Report
9. Appendix D – Design Cutsheets
1. Appendix E – Cost Estimate

ORDINANCE NO. 030, 2023
OF THE COUNCIL OF THE CITY OF FORT COLLINS
ADOPTING THE NORTH COLLEGE MAX BRT PLAN
AS A COMPONENT OF CITY PLAN

WHEREAS, the development of Bus Rapid Transit on North College Avenue was identified as a goal in the 2019 Transit Master Plan and has been requested by the North College Avenue area businesses and the residential community for many years; and

WHEREAS, the North College MAX BRT Plan provides recommendations for Bus Rapid Transit, local transit routes, bicycle and pedestrian facilities, future development, and affordability; and

WHEREAS, the North College MAX BRT Plan was developed after extensive public outreach, discussion and consideration of community needs and priorities and is the result of approximately eighteen months of community engagement, information analysis, and concept refinement; and

WHEREAS, Our Climate Future sets a goal of 80% reduction in greenhouse gas emissions by 2030 and identifies expansion of public transit and bicycle facilities as “big moves” needed to achieve these goals; and

WHEREAS, Routes 8 and 81, which serve the North College Avenue corridor, are the fastest growing bus transportation routes in the Transfort system; and

WHEREAS, the North College MAX BRT Plan’s expansion of transit services to North College is consistent with the City’s climate and equity goals; and

WHEREAS, the North College MAX BRT Plan has been the subject of extensive public outreach and stakeholder presentations and have received the favorable recommendations of the Planning and Zoning Commission and the Transportation Board; and

WHEREAS, the purpose of the North College MAX BRT Plan is to guide transportation infrastructure improvements and new development, to plan and provide steps for implementation for increased transit investment, to build upon City-wide efforts to preserve affordability for residents and local businesses, and to contribute to other efforts in the North College Avenue area to help strengthen its unique local character and sense of place; and

WHEREAS, the City Council has determined that it is in the best interests of the residents of the City of Fort Collins to adopt formally the North College MAX BRT Plan.

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 adopts the North College MAX BRT Plan attached hereto as Exhibit “A” as a component of City Plan, the City’s comprehensive plan.

Introduced, considered favorably on first reading, and ordered published this 21st day of February, 2023, and to be presented for final passage on the 7th day of March, 2023.

Mayor

ATTEST:

City Clerk

Passed and adopted on final reading on the 7th day of March, 2023.

Mayor

ATTEST:

City Clerk

North College MAX BRT

Final Plan Report



February
2023

PREPARED FOR



CONSULTANT TEAM



INSTITUTE
FOR THE BUILT



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Conceptual Estimate of Project Cost for North College Reconstruction

SECTION 04

TRANSPORTATION PLAN RECOMMENDATIONS 19

Executive Summary

The North College MAX Bus Rapid Transit (BRT) Plan makes recommendations for the future of transportation and land use on North College Avenue, from approximately Willow Street to Terry Lake Road. MAX BRT on North College Avenue is an important project to emerge from the city's Transit Master Plan and is consistent with City Council Priorities and Strategic Plan objectives, Our Climate Future, and the city's equity goals.

The future vision for the corridor is that it will:



Be a **gateway** into the City of Fort Collins.



Include a **safe, comfortable, and convenient** transportation network for people taking transit, using active modes, and driving.



Stay **affordable** for residents and local businesses.



Grow in a way that **protects the natural environment and the local community.**



Provide ample **services, places to live, employment opportunities, and spaces for recreation.**



Display its own unique local character.

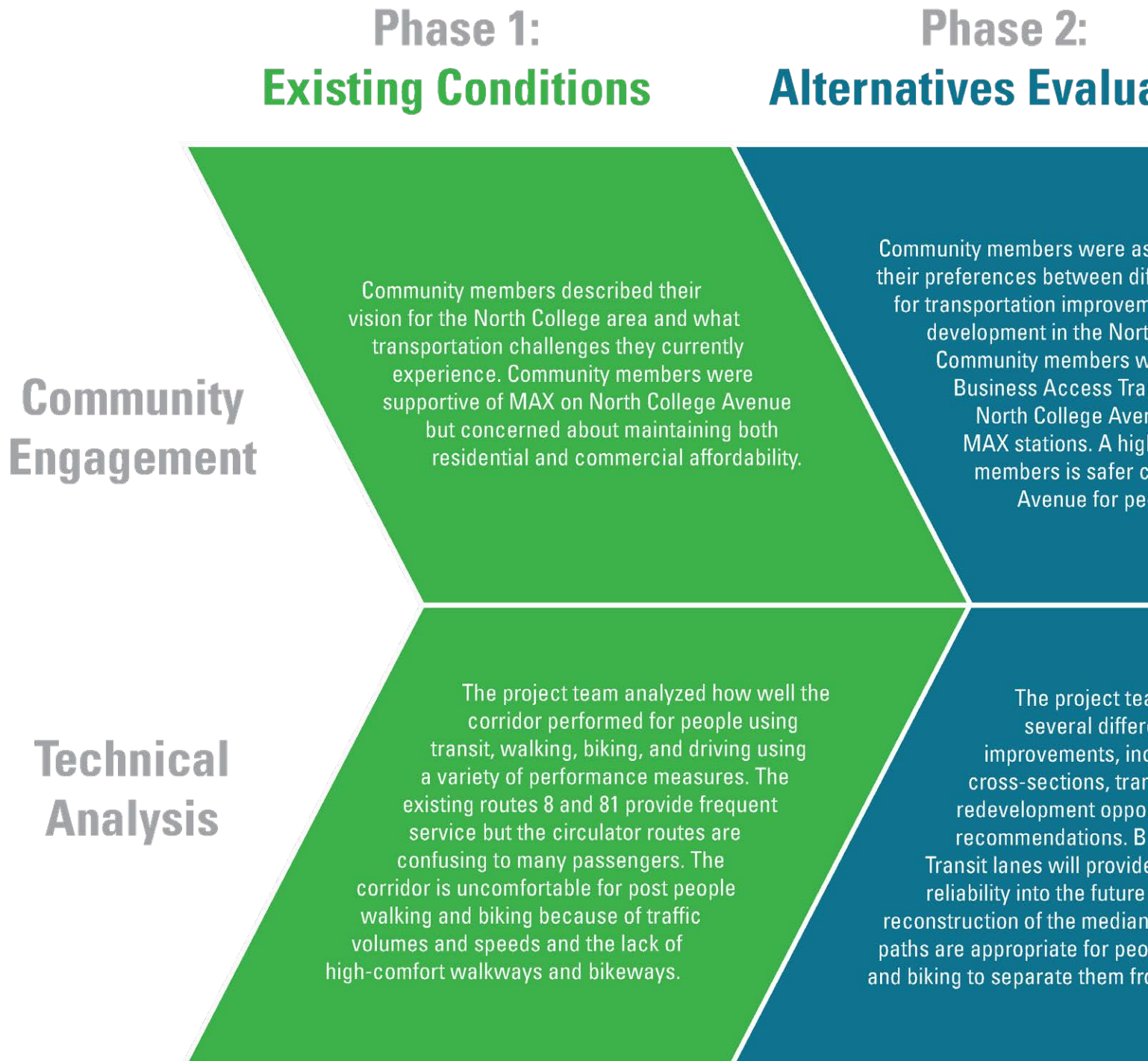


The project's three phases of community engagement each involved 300-500 individuals to shape this plan. Additionally, the project team completed a robust technical process including existing conditions analysis, alternatives evaluation, and final recommendations. This plan's recommendations are supported both technically and by the community because of this process.

The key elements of MAX BRT on North College Avenue are BRT service with Business Access Transit (BAT) lanes, MAX stops and stations, and shared use paths for people walking and biking. Transit Oriented Development (TOD) urban design and land use strategies will increase the area's population and employment. Lastly, a host of strategies will help preserve and increase affordability in the North College area as the area grows. Transportation and land use change in the area will happen over time. The plan's most significant cost, the construction of BRT on North College Avenue, is estimated to cost \$22 million in 2022 dollars.

The plan development process included robust community involvement and technical analyses, both of which occurred across three phases.

Figure I: Plan Development Process



Phase 3: Final Recommendations

asked to give different options for transit and future development in the North College area. Community members were supportive of transit (BAT) lanes on North College Avenue and associated improvements, and gave priority for community crossings of North College Avenue for people walking and biking.

Community members provided feedback to confirm that the proposed plan for the North College area aligns with their vision for the area and addresses their transportation needs. Community members were supportive of increasing density in the North College area provided that affordability goals are identified and met. Business owners, in particular, are concerned about the impacts of future construction.

The team developed and tested different options for future transit including different street crossings, transit route alignments, and other opportunities, and other Business Access recommendations for high transit corridors with modest improvements. Shared-use crossings for people walking and biking from traffic.

The project team prepared conceptual designs for the preferred recommendations on North College Avenue, land use recommendations, cost estimates, and an implementation strategy. The implementation plan includes short-term, mid-term, and long-term recommendations that will achieve significant progress in the short-term while avoiding major construction until the mid-term.

**Final
Plan**

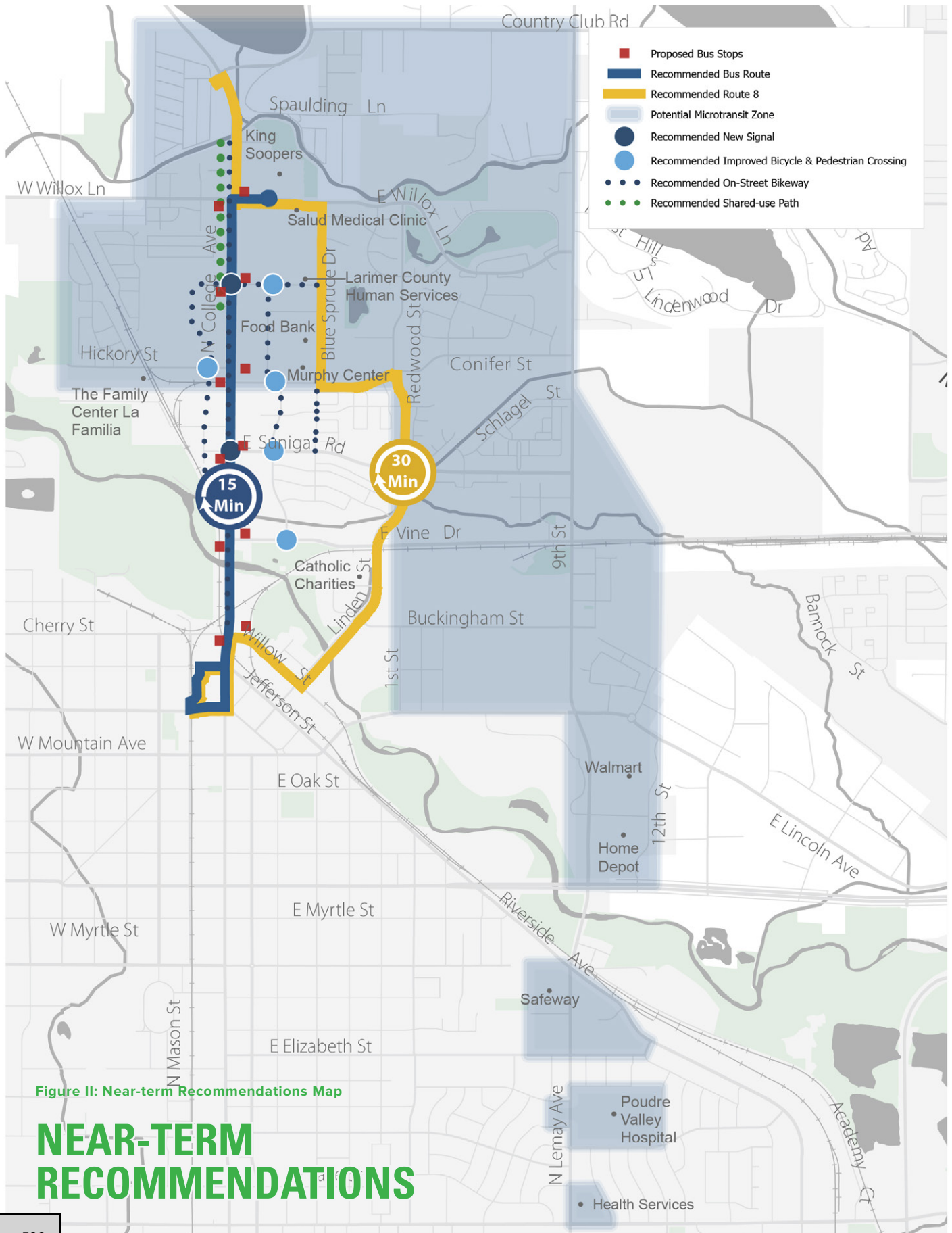


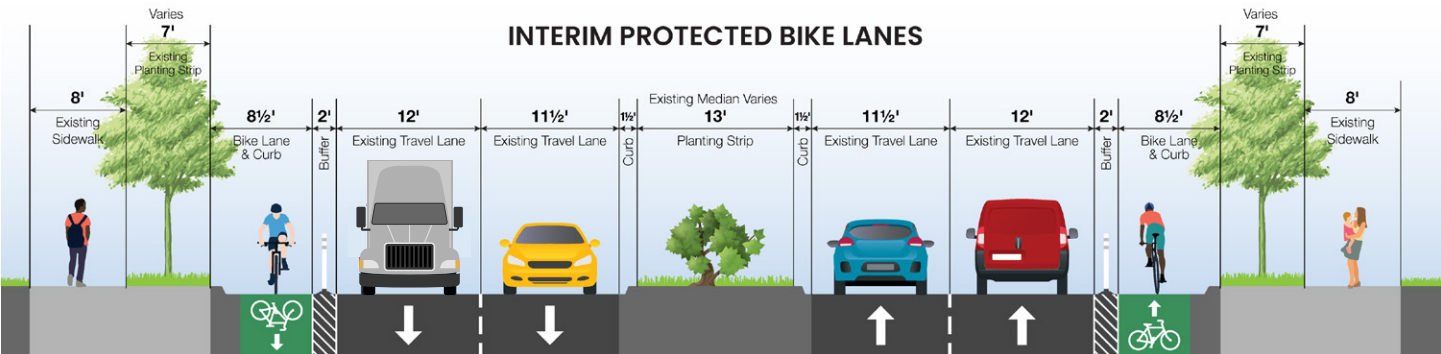
Figure II: Near-term Recommendations Map

NEAR-TERM RECOMMENDATIONS

Table I: Near-term Recommendations Summary

Near-term Plan Recommendations Summary	
<p>Near-term investments will cost approximately \$3 million in capital costs and \$750,000 per year in operating costs for microtransit service.</p>	
<ul style="list-style-type: none">• Create a new high frequency bus route on North College Avenue in the existing general purpose travel lanes at 15-minute frequency• Consolidate existing local bus stops on North College Avenue at signalized intersections• Realign route 8 to serve Blue Spruce Drive, Redwood Street, and Linden Street at 30-minute frequency• Implement a micro-transit zone in the North College area to serve places not well-served by fixed-route transit• Construct access infrastructure for people walking and biking, including segments of shared use path north of Hibdon Court, new signals on North College Avenue, interim protected bike lanes on North College Avenue, and improved bikeways, walkways, and crossings along streets parallel and connecting to North College Avenue• As development and redevelopment occur, construct access infrastructure for people walking and biking along Mason Street and Red Cedar Circle• Adopt amendments to the Mason Street realignment identified in the Master Streets Plan• Implement Transit Oriented Development (TOD) strategies including a TOD overlay; change setback and height standards; establish connectivity, outdoor space, and dominant block face requirements; adjust Architectural Standards; and create incentives to preserve existing commercial buildings• Implement strategies to preserve and increase affordability, including applying the Urban Renewal Authority's tools, requiring considerable public benefits from metro districts, rezoning the North College Mobile Home Park, leveraging the city's land bank, and establishing an affordable housing goal for the area	

Figure III: Interim Protected Bike Lane Cross-section



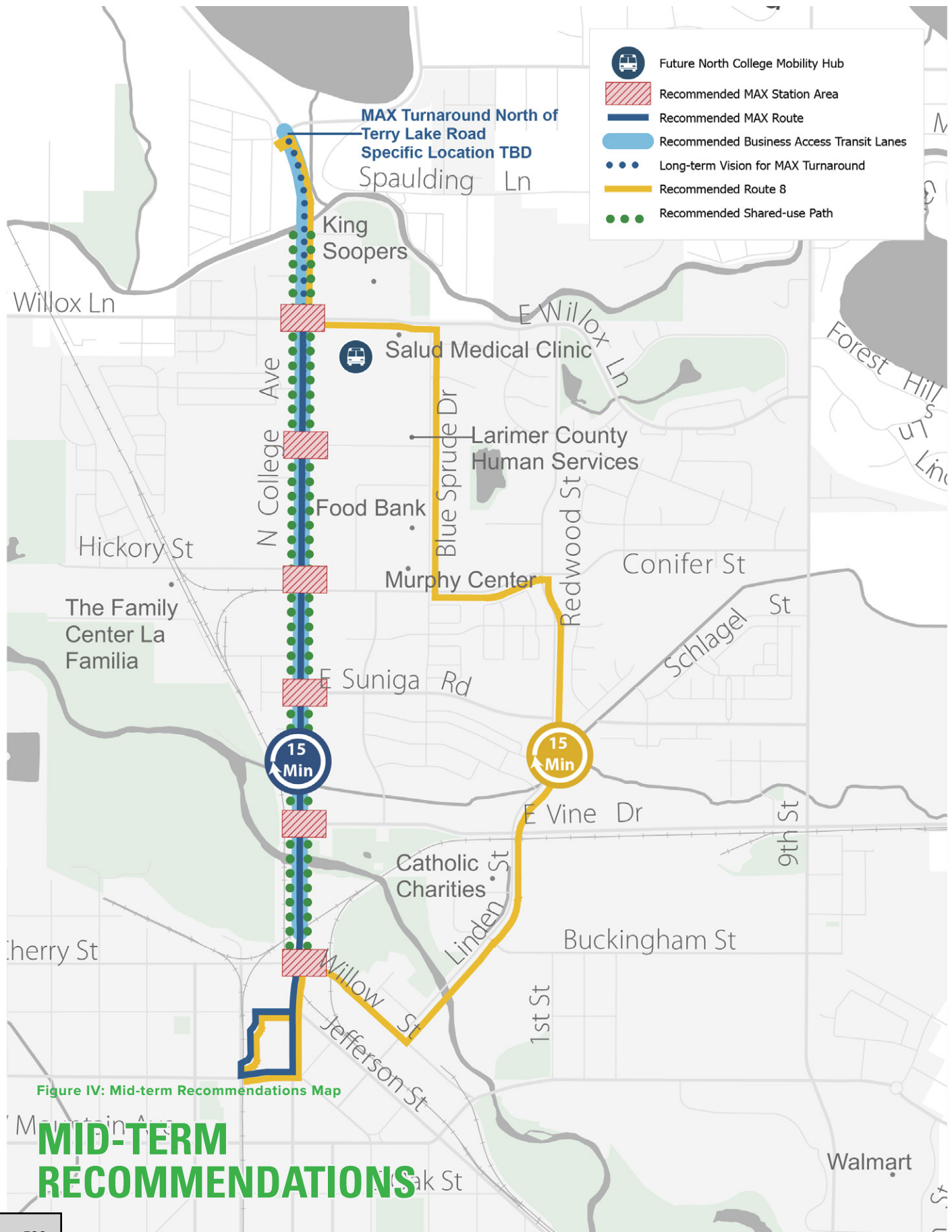


Table II: Mid-term Recommendations Summary

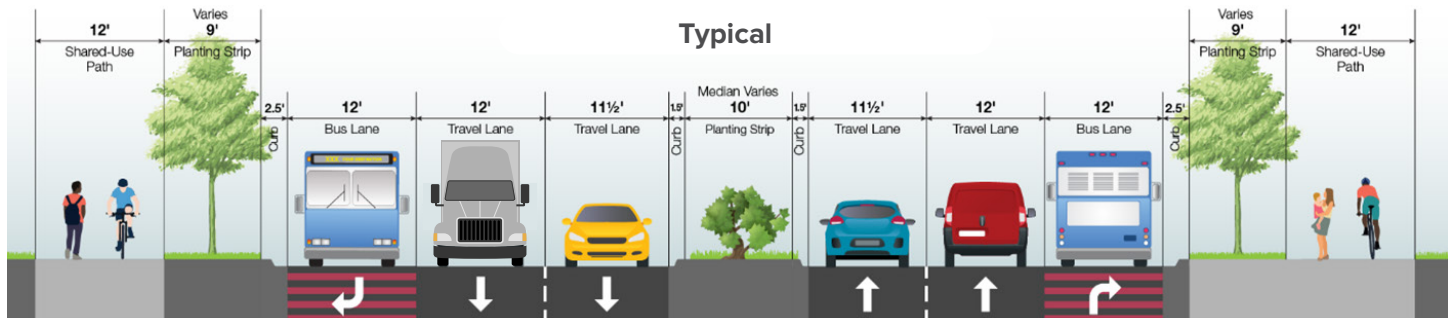
Mid-term Plan Recommendations Summary

Mid-term transit investments will cost approximately \$22 million. Multiple conditions could create the conditions for the mid-term transit investments. The purposes for a phased approach with conditions are to effectively allocate scarce city resources and to postpone construction impacts to property owners who endured construction just seven years ago.

Conditions are: corridor ridership approaches 1,000 boardings per day; intersection approaches (e.g., northbound approach, southbound approach) on North College Avenue experience level of service F conditions; corridor population and employment approximately doubles from current levels, or major rehabilitation maintenance of the corridor creates an opportunity to “one-build” the project.

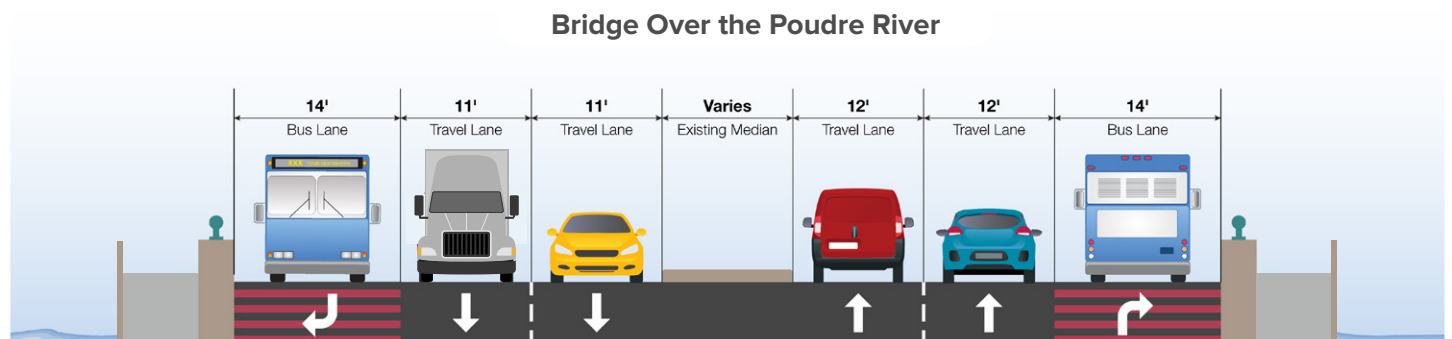
- Construct Business Access Transit (BAT) lanes, MAX stations with mobility hubs, and complete shared-use paths on North College Avenue
- Acquire property for and construct a bus turn-around north of Terry Lake Road
- Increase bus frequency (15-minutes on North College Avenue and 15-minutes on Route 8) and service hours
- Create a mobility hub near the Willox Lane roundabout in conjunction with redevelopment of the former Albertson’s
- Construct medians south of Conifer Street
- Provide regional stormwater detention
- New regional transit to Wellington

Figure V: Typical North College Avenue BAT Lane Cross-section



*At signalized intersections, turn lanes will replace the median.

Figure VI: North College Avenue Cross-section at Poudre River Bridge



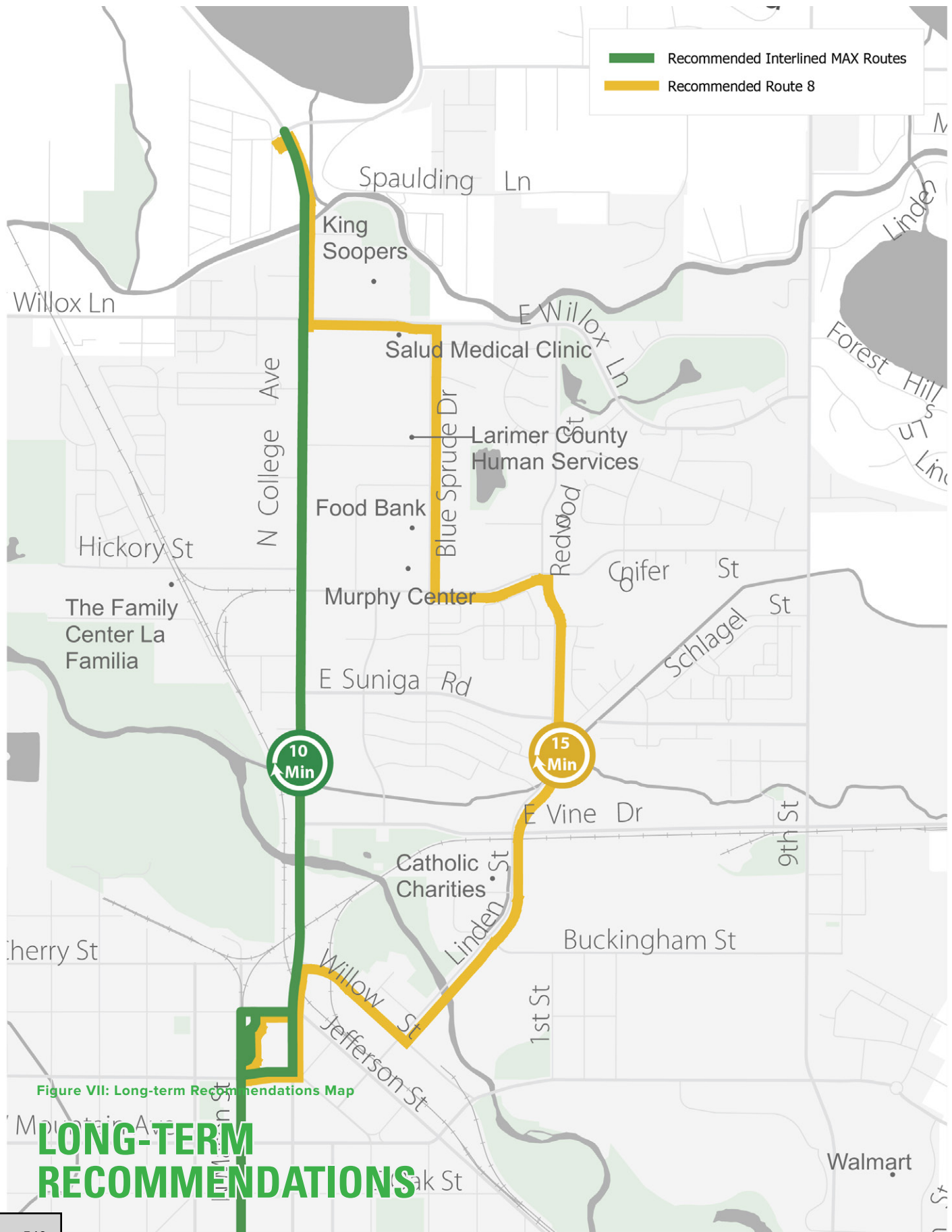


Table III: Long-term Recommendations Summary

Long-term Plan Recommendations Summary
<p>Long-term interlining is estimate to cost an additional \$750,000 per year in operating costs. Long-term interlining of MAX on North College Avenue with MAX on Mason Street could be triggered if North College Avenue ridership approaches 1,500 boardings per day.</p> <ul style="list-style-type: none">• Increase MAX frequency to 10-minutes and evaluate feasibility of interlining MAX on North College Avenue with MAX on Mason Street



01

02

03

04

05

06

07

Introduction

Introduction

MAX BRT on North College was chosen as a priority to support our commitment to equity and climate action and because the area is growing in terms of population, employment, and transit ridership.

This report includes the final recommendations for the future of North College Avenue and the commercial areas and neighborhoods surrounding it. The process for the North College MAX Bus Rapid Transit (BRT) Plan began in February of 2021. This process included three separate phases of community engagement, an existing conditions assessment, and an evaluation of different transportation and land use alternatives. The final recommendations for the North College area presented in this report were developed from community members input received and the technical analysis conducted. This report summarizes the process that led to these recommendations and presents the final transportation, development, and funding recommendations. Additionally this plan includes potential phasing and funding sources for all recommendations.

WHY THE NORTH COLLEGE MAX BRT PLAN?

MAX BRT on North College Avenue was chosen as a priority because of the growth and development in north Fort Collins that is occurring today and anticipated to continue for the foreseeable future. This additional growth of residents and workers will require improvements to the multi-modal transportation network in order to maintain efficiency of transportation in the area and shift more people to active modes, including walking, biking, and e-scooters, and public

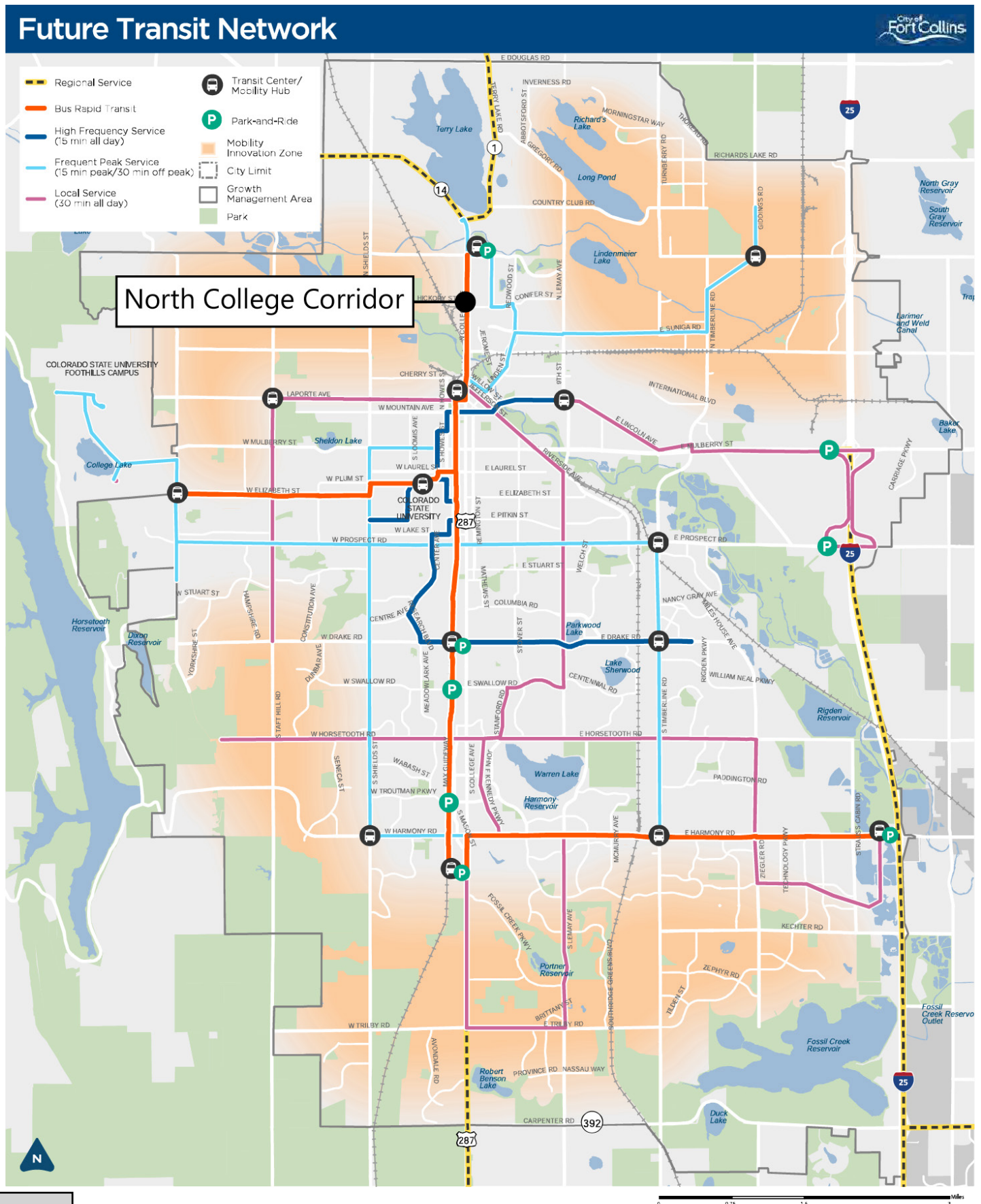
transportation modes when possible. In addition, the city has an opportunity now to help guide new development in the area to better serve community goals like preserving and increasing affordable housing and commercial space, support multi-modal transportation, provide services that support the local community, and increase open space. Furthermore, North College Avenue is a priority for increased transit investments because routes 8 and 81 (which loop through the North College area) are currently some of the most used transit routes in the city.

Equity considerations are a priority when planning in the North College area given the area's high concentration of social service providers, low-income residents, and Spanish speaking populations.

The North College MAX BRT Plan was prioritized for completion over other transit corridors in the city because it presents an opportunity to plan ahead for anticipated growth in north Fort Collins while also addressing existing equity concerns by identifying needed improvements to the multi-modal transportation networks, existing land use policies, and funding and incentives for implementation of these improvements.

The MAX BRT Plan builds on previous planning efforts like the Transit Master Plan and aims to contribute to many of the city's goals including elements of the Council's strategic objectives, the city's climate action goals, and the city's commitment to improving equitable processes and outcomes across the city.

Figure 1: 2019 Transit Master Plan Future Transit Network



TRANSIT MASTER PLAN

The North College MAX BRT was identified as part of the future transit network in the *Fort Collins Transit Master Plan (2019)*. As part of the North College MAX BRT the proposed MAX station adjacent to the King Soopers at 1842 North College Avenue was identified as a future transit center and mobility hub with a park-and-ride. The transit recommendations in this plan are similar to those presented in the *Transit Master Plan* with some adjustments made based

on community input and alternatives evaluation findings. **Figure 1** displays the future transit network from the 2019 plan. The North College MAX route completes the north-south MAX corridor through Fort Collins, creating a spine of rapid transit traversing the city. North College Avenue is a high priority in the city, after West Elizabeth Street which has the city's highest ridership outside of the MAX corridor, and above Harmony Road which has lower ridership and less transit-supportive urban form.

The *Transit Master Plan* also outlines the relationship between land use density

and viability of different transit solutions (see **Figure 2**). In general, areas with higher densities of residents and jobs generate higher demand for transit ridership which requires greater capital investment in transit and more frequent transit service. This concept is key to this study and provided a foundation for the analysis of existing and projected land use development in the North College area and how improvements to the area's land use policies could support a future MAX BRT route on North College Avenue. Today, the North College Avenue area's density is in the range of Mixed Neighborhoods.

Figure 2: 2019 Transit Master Plan - Land-use Densities and Supported Transit Service

Land Use				Transit	
Land Use Type	Example	Residents per Acre	Jobs per Acre	Appropriate Types of Transit	Frequency of Service
 Downtowns & High Density Corridors		>45	or >25	 BRT  High Frequency Bus  Local Bus	 10 minutes or better
 Urban Mixed-Use		30-45	or 15-25	 BRT  High Frequency Bus  Local Bus	 10-15 minutes
 Neighborhood & Suburban Mixed-Use		15-30	or 10-15	 Local Bus	 15-30 minutes
North College Current Conditions					
 Mixed Neighborhoods		10-15	or 5-10	 Local Bus  Micro-Transit	 30 minutes On demand
 Single Family Neighborhoods		<10	or <5	 Rideshare  Micro-Transit	On demand

CITY COUNCIL PRIORITIES & STRATEGIC PLAN OBJECTIVES

This plan also aims to address City Council's priorities and help work towards the strategic outcomes listed in the Council's *2022 Strategic Plan*. Below is a list of the strategic outcomes most relevant to the recommendations put forth in this plan:



Neighborhood Livability & Social Health

- **1.1:** Increase housing supply and choice and address inequities in housing to ensure that everyone has healthy, stable housing they can afford.
- **1.6:** Transform regulations and revise procedures to increase clarity and predictability to ensure new development advances adopted City plans and policies.
- **1.8:** Preserve and enhance mobile home parks as a source of affordable housing and create a safe and equitable environment for residents.



Culture & Recreation

- **2.5:** Ensure safety and access to and within City parks, natural areas, paved trails, and cultural and recreation facilities for visitors and employees.



Economic Health

- **3.1:** Collaborate with local and regional partners to achieve economic resilience in Northern Colorado.
- **3.3:** Support local businesses by engaging in opportunities for business revival with a focus on the Recovery Plan.



Environmental Health

- **4.1:** Intensify efforts to meet 2030 climate, energy and 100% renewable electricity goals that are centered in equity and improve community resilience
- **4.2:** Improve indoor and outdoor air quality.



Safe Community

- **5.1:** Improve overall community safety while continuing to increase the level of public trust and willingness to use emergency services.
- **5.5:** Provide and maintain reliable utility services and infrastructure that directly preserve and improve public health and community safety.



Transportation & Mobility

- **6.1:** Improve safety for all modes and users of the transportation system to ultimately achieve a system with no fatalities or serious injuries.
- **6.2:** Support an efficient, reliable transportation system for all modes of travel, enhance high-priority intersection operations, and reduce Vehicle Miles Traveled (VMT).
- **6.3:** Invest in equitable access to, and expansion of, all sustainable modes of travel with emphasis on growing transit ridership.
- **6.4:** Support and invest in regional transportation connections.



High Performing Government

- **7.3:** Engage the community more effectively with enhanced inclusion of diverse identities, languages and needs.



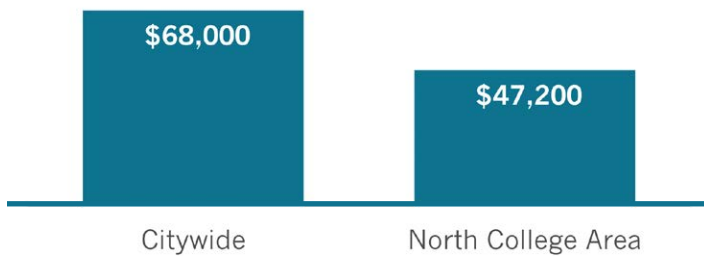
80%

The recommendations in the North College MAX BRT Plan are most relevant to the City's goal of reducing 2030 greenhouse gas emissions by 80% below 2005 baseline levels.

CLIMATE GOALS

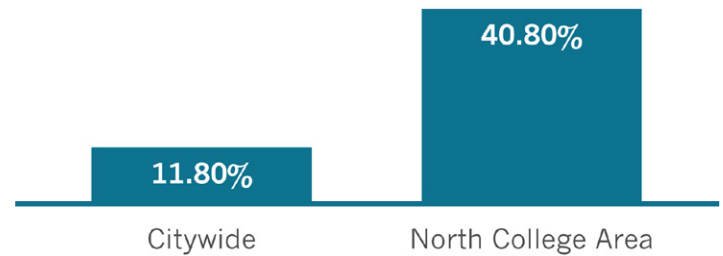
The recommendations in this plan were also developed in an effort to help contribute to the City's climate action goals as described in Fort Collins' Our Climate Future Plan. The recommendations in the North College MAX BRT Plan are most relevant to the City's goal of reducing 2030 greenhouse gas emissions by 80% below 2005 baseline levels. Our Climate Future includes a Big Move to provide convenient transportation choices, including expanding local and regional public transit, continuing to build bicycle facilities, and creating mobility hubs. Additionally, Our Climate Future also includes a Big Move with moves related to increasing the density and mix of land uses. The North College MAX BRT Plan's recommendations include transportation and land use improvements that aim to make it easier, more efficient, and more comfortable to use transit and active transportation modes. Shifting more trips to, from, and within the North College area to transit and active transportation modes will reduce the number of vehicle miles traveled and therefore the greenhouse gas emissions created by ground travel.

Median Household Income



Source: US Census Bureau

Hispanic Population



Source: US Census Bureau

EQUITY

Improving equity is a core priority for the City and was a guiding principal for the process and recommendations for this plan. The public engagement process of this plan integrated equity through outreach to historically underrepresented populations, like people who primarily speak Spanish, mobile home community residents, service industry workers, and patrons of the area's social service providers. Several social service providers are located in the North College area, including Salud Medical Clinic, Larimer County Department of Human Services, Food Bank For Larimer County, Murphy Center for Hope, Catholic Charities of Larimer

County, and The Family Center La Familia. In an effort to make the process more accessible to a wide range of people, a diversity of outreach opportunities were presented throughout the project including online engagement, in-person workshops, and virtual meetings. The Fort Collins Community Connectors handed out flyers to area businesses and went door-to-door to collect community member feedback in neighborhoods with high numbers of underrepresented groups. In addition to the outreach process, improving equitable outcomes was a key consideration throughout this project's recommendation development and technical analysis. The equity considerations that were considered for different recommendations are included in the more detailed discussions of study recommendations later in this report.



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Vision, Purpose, & Need

Vision, Purpose, & Need

The vision for North College Avenue is for a **safe, accessible, and affordable** corridor for people who live, work, and visit the North College area.

The vision, purpose, and need statements below were created using the public input collected and existing conditions analysis conducted in previous phases of this project. The **vision statement** describes the ideal of how the study area should look and function once all of the plan recommendations have been implemented. The **project purpose** outlines this specific plan's role in achieving the vision statements. The **statement of need** summarizes the common themes of existing challenges in the study area.

VISION STATEMENT

The vision for North College Avenue is for a safe, accessible, attractive, and affordable corridor for people who live, work, and visit the North College area. North College Avenue will be a gateway and hub for local and regional transit connections that link people to essential services, recreation, and entertainment.

The corridor will connect to a comfortable and convenient network for people using active modes made up of sidewalks, share-use paths, and bike lanes.

Transit stations will be focal points for new, multi-story development that de-emphasizes surface parking. Corridor development will bring upgrades to infrastructure, improve public space, and fill in existing vacant land and buildings. New development will occur in a way that protects the natural environment and preserves affordability and diversity of residents, local businesses, and service providers. North College Avenue will become a district and destination with its own distinct character that is driven by residents, workers, and local business owners. The corridor will be a safe and comfortable corridor to travel through and a destination for people of all socio-economic statuses, ages, and abilities.

The corridor will:



Be a **gateway** into the City of Fort Collins.



Include a **safe, comfortable, and convenient** transportation network for people taking transit, using active modes, and driving.



Stay **affordable** for residents and local businesses.



Grow in a way that **protects the natural environment and the local community**.



Provide ample **services, places to live, employment opportunities, and spaces for recreation**.



Display its own **unique** local character.

PROJECT PURPOSE

The purpose of the North College MAX Plan is to guide future transit investments and help align policies with those future transit investments.

This plan will provide a roadmap for the City of Fort Collins to make improvements to transportation infrastructure and transit service in the North College area. Additionally, this plan provides recommendations to guide new development in a direction that preserves affordability for residents and local businesses, is supportive of transit and other active modes of transportation and promotes needed services and open space to the surrounding community. In summary, this plan's purpose is to:

- **Guide transportation infrastructure improvements and new development** in a way that allows North College Avenue to continue its evolution as the northern entryway to the city with a positive community look and feel.
- **Plan and provide steps for implementation** for increased transit investment and a multi-modal transportation network in the North College area that is safe, comfortable and convenient for people of all ages and abilities.
- **Build upon citywide efforts to preserve affordability** for residents and local businesses and recommend appropriate strategies for the North College area in particular.
- **Guide new development to provide** affordable housing, essential services, and open space in the area.
- Contribute to numerous other efforts in the North College area to **strengthen its unique local character and sense of place**.

STATEMENT OF NEED

From analyses of community Input (**Appendix A**) and existing conditions (**Appendix B**) the following five statements of need for the North College area were developed:

- **Incomplete multi-modal transportation network** that makes it challenging to comfortably get to, from, and around the North College area by modes other than driving. Additionally, the current network creates many areas of conflict between people driving and people using active modes which impacts efficiency and feelings of safety, especially for vulnerable, active mode users. Additionally, community members expressed that the existing transportation network could be improved to better protect the natural environment.
- **Need for increased investment in transit service** in the North College area. Community members expressed a desire for more frequent and efficient transit service on North College Avenue and the surrounding area with more investments in bus stops, future MAX stations, and security to make them feel safer and more comfortable. Community members also expressed the importance of preserving the existing transit connections to the Poudre Valley Mobile Home Park and social services on Blue Spruce Drive.
- **Lack of comfortable places to walk and bike** in the North College area due to missing or uncomfortable infrastructure, infrequent controlled crossings of roadways (particularly across North College Avenue), and the frequency of driveways that intersect the bike lane and sidewalk on North College Avenue.
- **Desire for redevelopment of vacant properties** to provide new homes, services, and enough travel demand for high-frequency transit.
- **Increasing costs of buying or renting property** for both residents and local businesses, which is making it hard to stay in the North College area and Fort Collins at large, especially for underrepresented populations including people with lower incomes and Hispanic residents.



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Plan Development

Plan Development

This plan details the final recommendations for the future of transportation and related land use improvements in the North College area. These recommendations were developed and refined through an extensive public outreach process and technical analysis. These processes are summarized in **Figure 3** and more details about each can be found in their respective appendices at the end of this report.

Figure 3: Plan Development Process

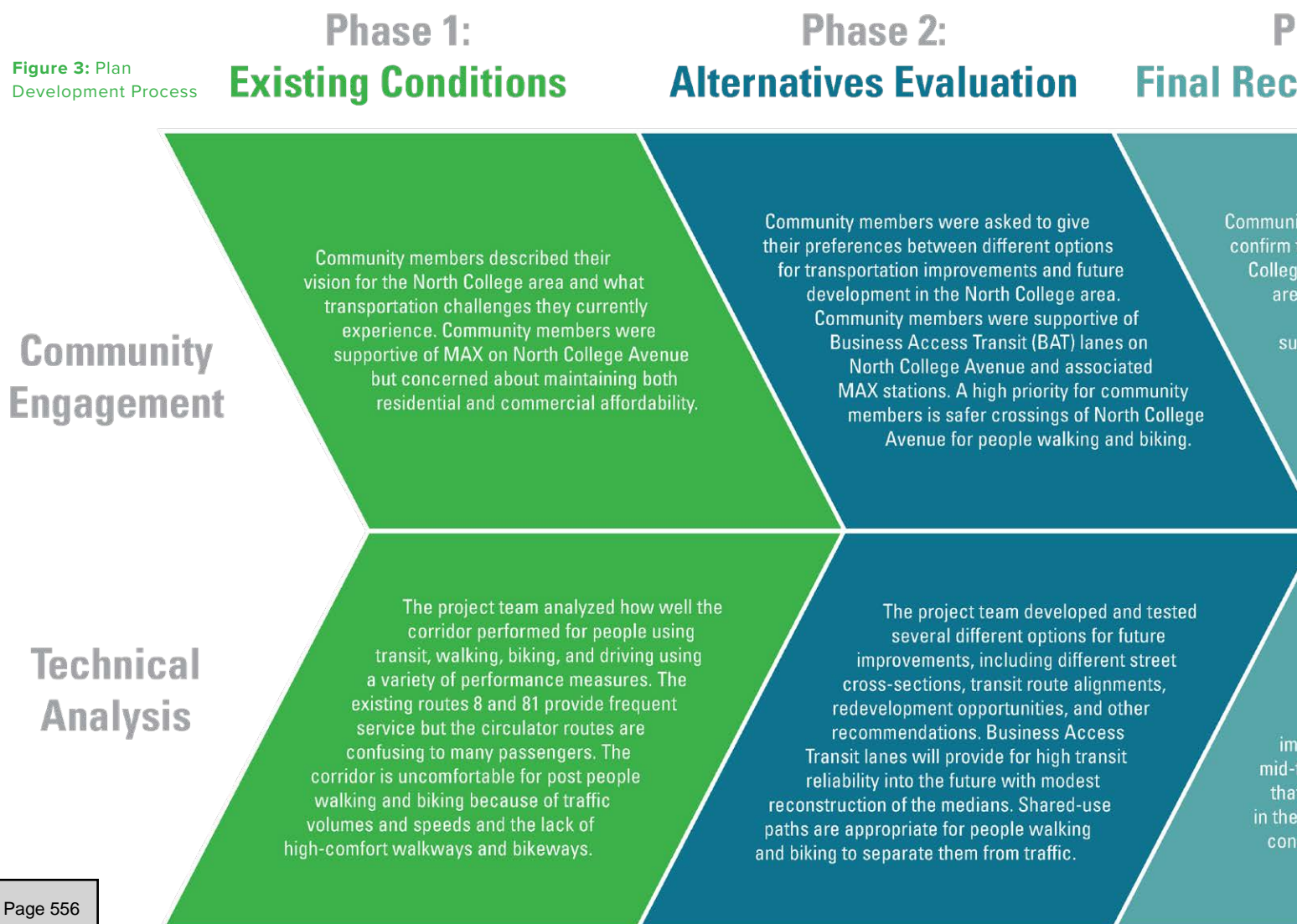


Figure 4: Outreach Summary



Phase 3:
Recommendations

Community members provided feedback to the project team that the proposed plan for the North College area aligns with their vision for the area and addresses their transportation needs. Community members were supportive of increasing density in the North College area provided that affordability goals are identified and met. Business owners, in particular, are concerned about the impacts of future construction.

The project team prepared conceptual designs for the preferred recommendations on North College Avenue, land use recommendations, cost estimates, and an implementation strategy. The implementation plan includes short-term, mid-term, and long-term recommendations that will achieve significant progress in the short-term while avoiding major construction until the mid-term.

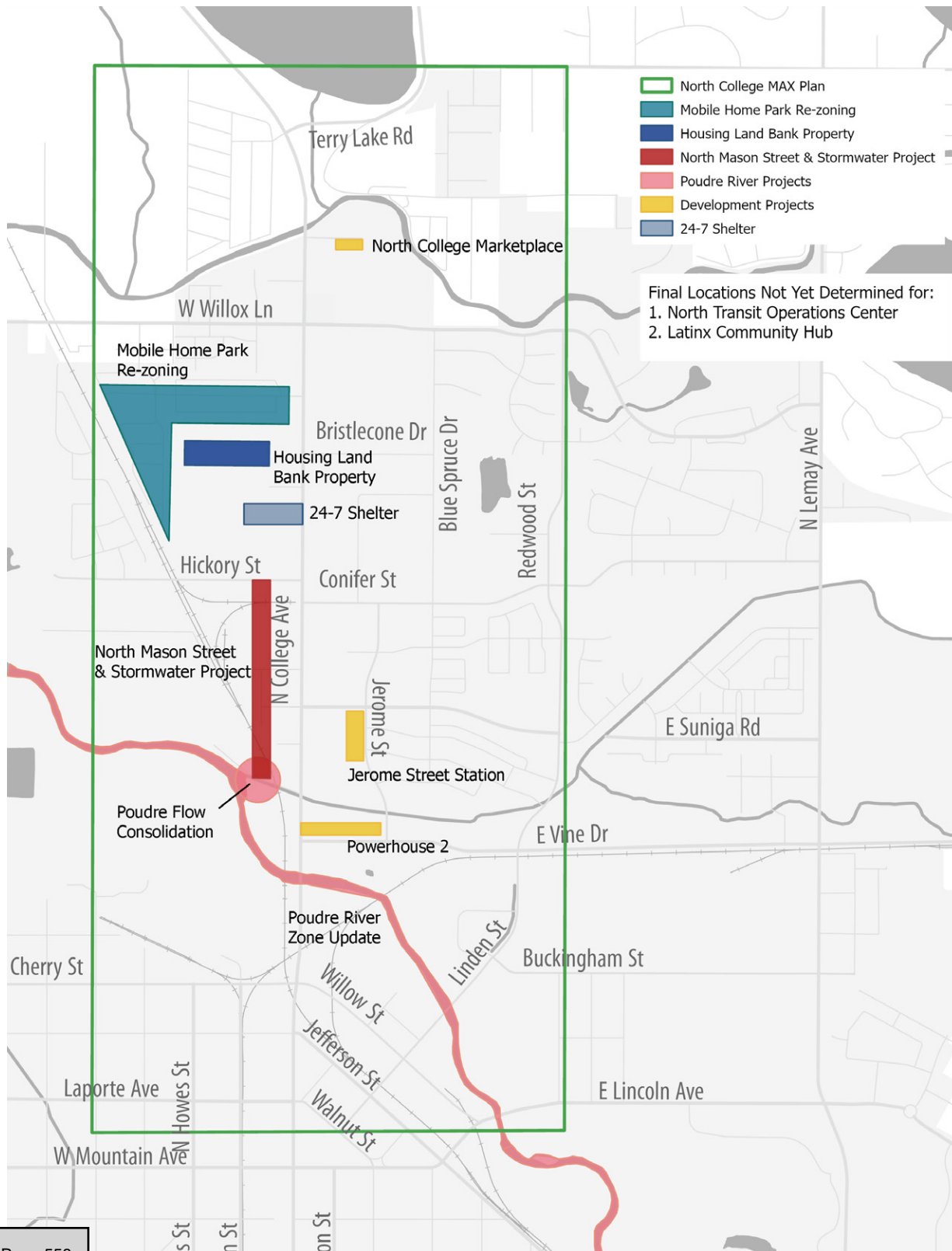
The plan was developed across three separate phases of community engagement and technical analyses. The team implemented an equity-forward community engagement process given the proportion of under-served populations in the North College area. Specifically, community members, community-based organizations, and representatives of the area’s social service providers all participated in the community engagement process. Given the high proportion of Hispanic residents, the team conducted outreach in all phases in both English and Spanish, including door-to-door outreach in the area’s mobile home parks. Lastly, recognizing the value of peoples’ time, compensation was provided to participants of workshops in the form of \$50 grocery gift cards. **Figure 4** summarizes the number of people engaged through different mediums through the community engagement process.



To see more details about each phase of outreach and the results of those efforts see **Appendix A** of this plan. To see more about the technical analysis, see **Appendix B** which includes the Existing Conditions Report and **Appendix C** which includes the Alternatives Analysis Report.

The North College MAX BRT Plan was developed to be consistent with other projects in the area, as shown in Figure 5.

Figure 5: Active Projects in the North College Area







01 02 03 04 05 06 07

Transportation Plan Recommendations

Transportation Plan Recommendations

This design also aims to improve the comfort and safety of people using active modes and people taking transit on the corridor.

ROADWAY DESIGN OF NORTH COLLEGE

The long-term design for North College Avenue can be seen in **Figure 6** and **Figure 7**. Plan view cut sheets of the entire corridor can be seen in **Appendix D**. The roadway design includes Business Access Transit (BAT) lanes and sidewalks widened into shared-use paths for people walking and biking.

BUSINESS ACCESS TRANSIT LANES

Business Access Transit (BAT) lanes are a key element of the preferred cross-section. BAT lanes are lanes in which buses travel and vehicles can use only for making right turns at intersections or turning into existing driveways midblock. The recommended BAT lanes can be accommodated in the existing curb-to-curb width of the street if the existing median width is reduced, typically one to five feet of median narrowing is necessary.

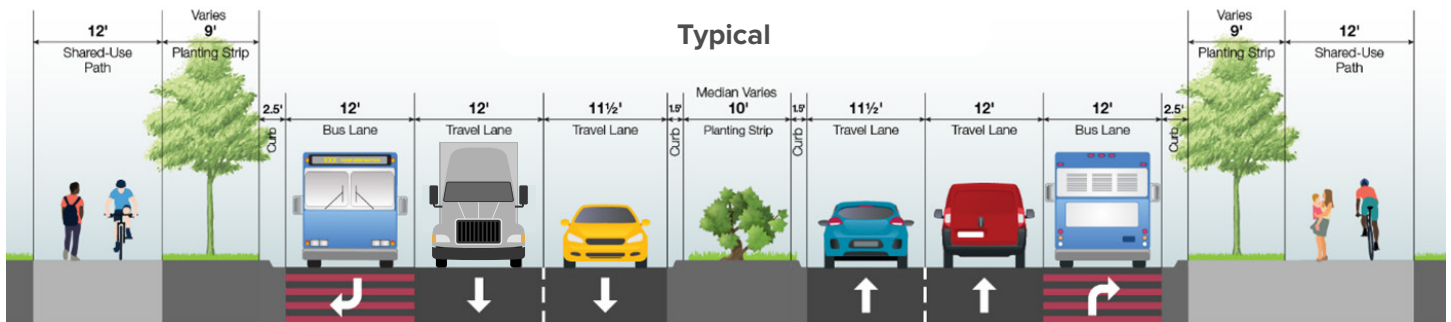
SHARED-USE PATHS

The construction of BAT lanes does not allow enough width for on-street bicycle lanes. However, community input indicated that higher comfort bicycle infrastructure (like an off-street path) is preferred on North College Avenue over on-street bike lanes due to the volume and speed of vehicles. Instead of bike lanes, a shared-use path (10- to 12-feet wide,

which requires acquiring up to two feet of right-of-way on each side) is recommended along the length of the corridor to provide a high-comfort facility for people using active modes. In many areas the shared-use path cannot be accommodated in existing right-of-way. Therefore it is recommended that in areas without sufficient right-of-way, the existing sidewalk be widened behind the back of walk to allow for both a shared-use path and the existing width of landscaped buffer. This also will minimize disturbance to established street trees that are already on the corridor. Implementation of this cross section will require acquisition or easement for additional right-of-way at certain locations on the corridor (see **Appendix D**).

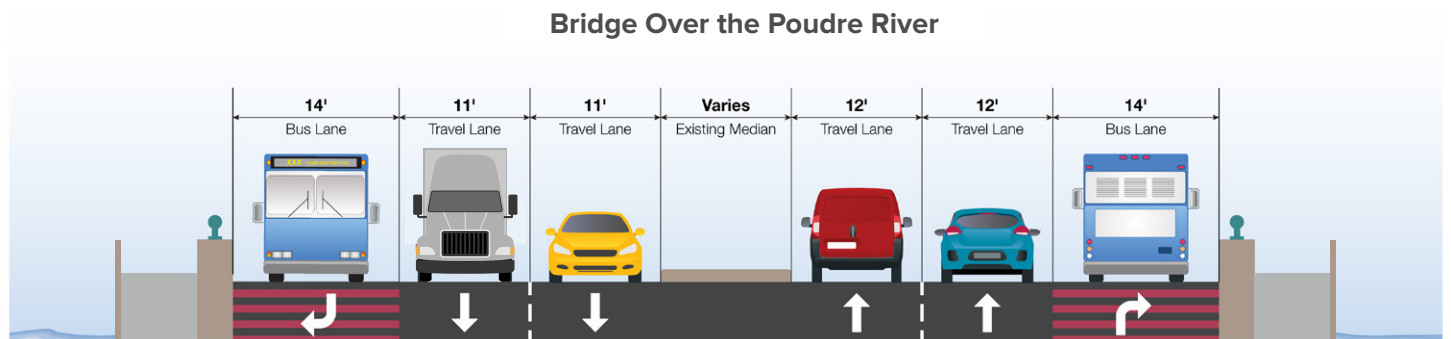
Due to the cost and disruption of construction required to build a shared use path along the length of the corridor, it is recommended only a priority section be constructed in the near-term where parallel bikeways are not feasible. Elsewhere, the remainder of the path will be implemented as parcels redevelop along North College Avenue. The priority area to be constructed in the near-term is on the west side of North College Avenue between Hibdon Court and the pedestrian and bicycle bridge over the canal to the north (**Figure 10**).

Figure 6: Typical North College Avenue BAT Lane Cross-section



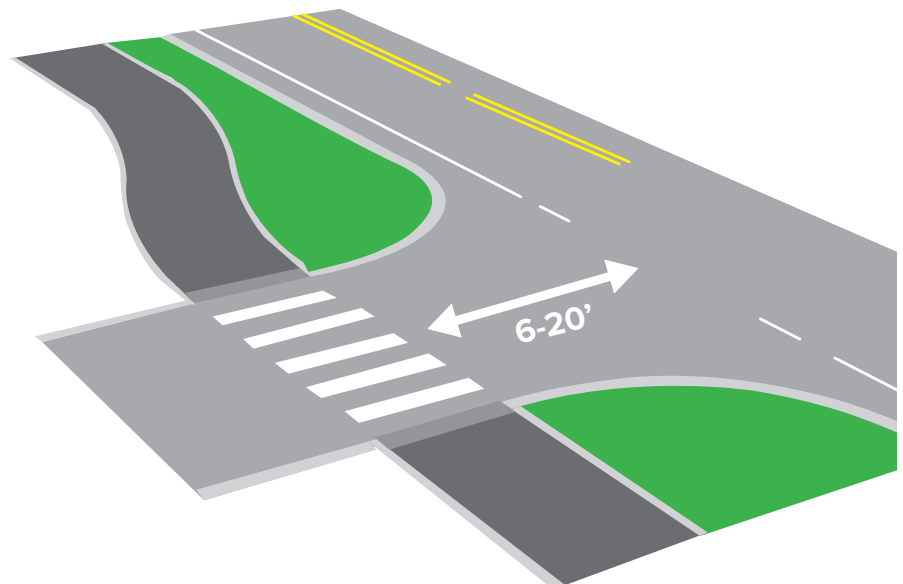
*At signalized intersections, turn lanes will replace the median.

Figure 7: North College Avenue Cross-section at Poudre River Bridge



Throughout the project, concerns were heard regarding the safety of people biking and walking on the shared use paths where they intersect minor streets and driveways. **Figure 8** shows treatments implemented in other cities to minimize crash risk at similar locations. These treatments include bending out the shared use path at intersections to create yielding space for drivers turning off of the major street and stacking space for drivers waiting to turn onto the major street. High-visibility markings emphasize the path crossing to people driving.

Figure 8: Typical Shared-use Path Crossing with Setback and High-visibility Markings



MEDIANS

Creating the BAT lanes will require narrowing the existing landscaped medians, typically by one to five feet. Additionally, the plan recommends adding medians on North College where they do not currently exist south of Conifer Street and as shown in **Figure 9**. The median narrowing and new median would have some construction impacts to the corridor.

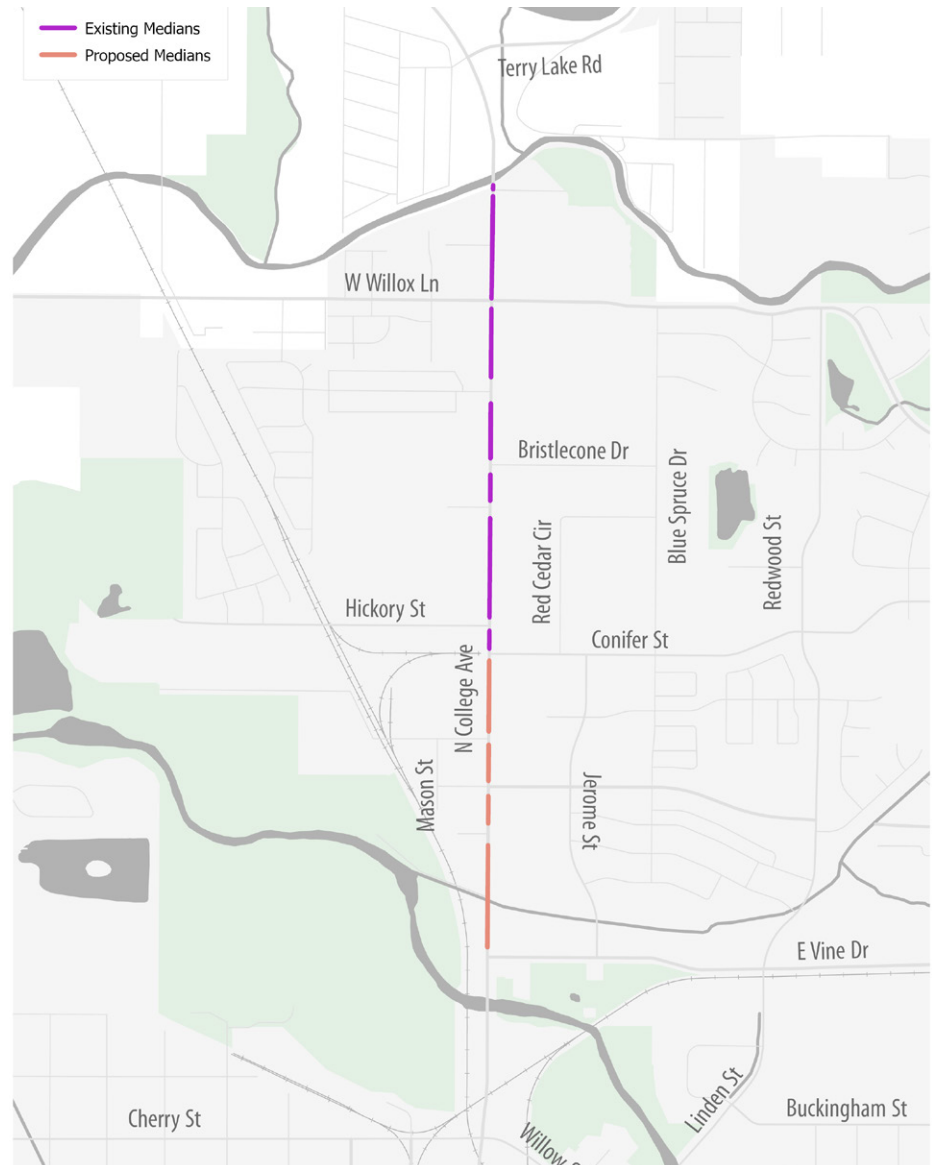
FUTURE BUS TURNAROUND

This plan also recommends constructing a new turnaround for buses outside of the Poudre Valley Mobile Home Park, somewhere north of Terry Lake Road along either North College Avenue or Terry Lake Road. Through this plan, the project team explored whether any publicly owned parcels were available for a turnaround and found none. Instead, the city will have to work with a property owner or property owners to acquire land for a turnaround. The project team explored different dimensions for this turnaround and found that approximately one acre of land is adequate, with a minimum depth of 150 feet and a minimum length of 250 feet.

COST ESTIMATES

Conceptual cost estimates were developed for the full implementation of the cross-sections shown in **Figure 6** and **Figure 7** along the length of North College Avenue. The total for all improvements is estimated to cost **\$21.8 million in 2022 dollars**, excluding right-of-way costs and the future bus turnaround. Rebuilding the entire corridor

Figure 9: Existing and Future Median Locations



at once would not only be a considerable financial investment but would also create additional construction impacts. For this reason, the phasing of elements is recommended and phasing options are described in more detail in Phasing & Funding Sources, later in this section.

Appendix E provides the more detailed breakdown of the cost estimate.

TRANSIT RECOMMENDATIONS

Below is a summary of recommendations for transit service changes across the North College area:

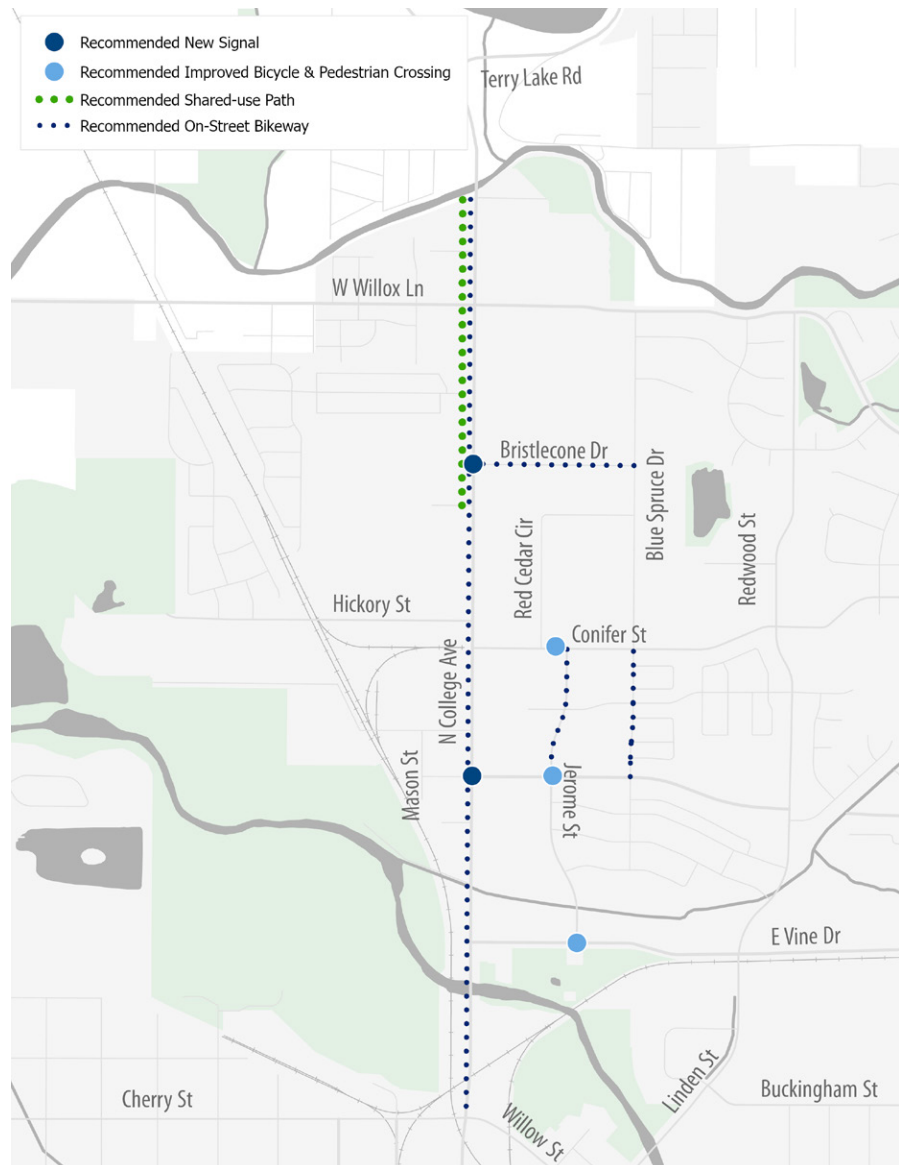
- New MAX BRT route on North College Avenue; long-term interlining of service with MAX on Mason Street
- Realign route 8 to run from the Downtown Transit Center to Poudre Valley Mobile Home Park, operating on Blue Spruce Drive, Redwood Street, and Linden Street
- Elimination of route 81 (the North College MAX will replace this service)
- New on-demand transit service like micro-transit service operating in the neighborhoods near North College Avenue, connecting to businesses on Lemay Avenue and bringing people into the high-frequency transit network

These recommendations are shown on a map in **Figure 11**. The following sections provide further detail about and the reasoning for each recommendation.

MAX ON NORTH COLLEGE AVENUE

The first phase MAX route alignment for North College Avenue is from the Downtown Transit Center to Willox Street on North College Avenue and back, with the Willox Street roundabout as the northern turnaround point (see **Figure 11**). This alternative was chosen because it could be implemented immediately without needing to build a new turnaround area. This alignment creates a straightforward and intuitive MAX route that goes both north and south on North College Avenue and does not make any additional loops, helping with route efficiency as well as being easier to understand for riders.

Figure 10: Near-term Pedestrian & Bicycle Recommendations, Including High-priority Shared-use Path Segment



The drawbacks of this alignment is that MAX level service is not provided directly to the Poudre Valley Mobile Home Park or the social services on Blue Spruce Drive and Redwood Street. However, Route 8 will still provide local service to these locations and the efficiency of a local route on Blue Spruce Drive and Redwood Street will be improved because it will not need to make a loop on North College Avenue. Additionally, MAX service will be provided within a half mile of the main entrance to the mobile home park at Terry Lake Road and within a quarter mile of the south end which has an unofficial pedestrian access point that residents use to enter and exit the neighborhood. Further discussion of the final route alignment for the local route 8 is covered in an upcoming section of this report.

Potential Future Phase of Route Alignment

It is recommended that the long-term vision for MAX on North College Avenue include creating a new turnaround point near the North College Avenue/Terry Lake Road (CO 1) intersection (see **Figure 11**). There will be a considerable cost to purchase the property for and construction of this turnaround, which makes it a less desirable alternative in the short-term. However as a long-term goal, this turnaround would be able to provide MAX service closer to the Poudre Valley Mobile Home Park and other residences in the area north of Willox Street. This turnaround would also be available for use by local buses to eliminate buses turning around inside of the mobile home park as they currently do today.

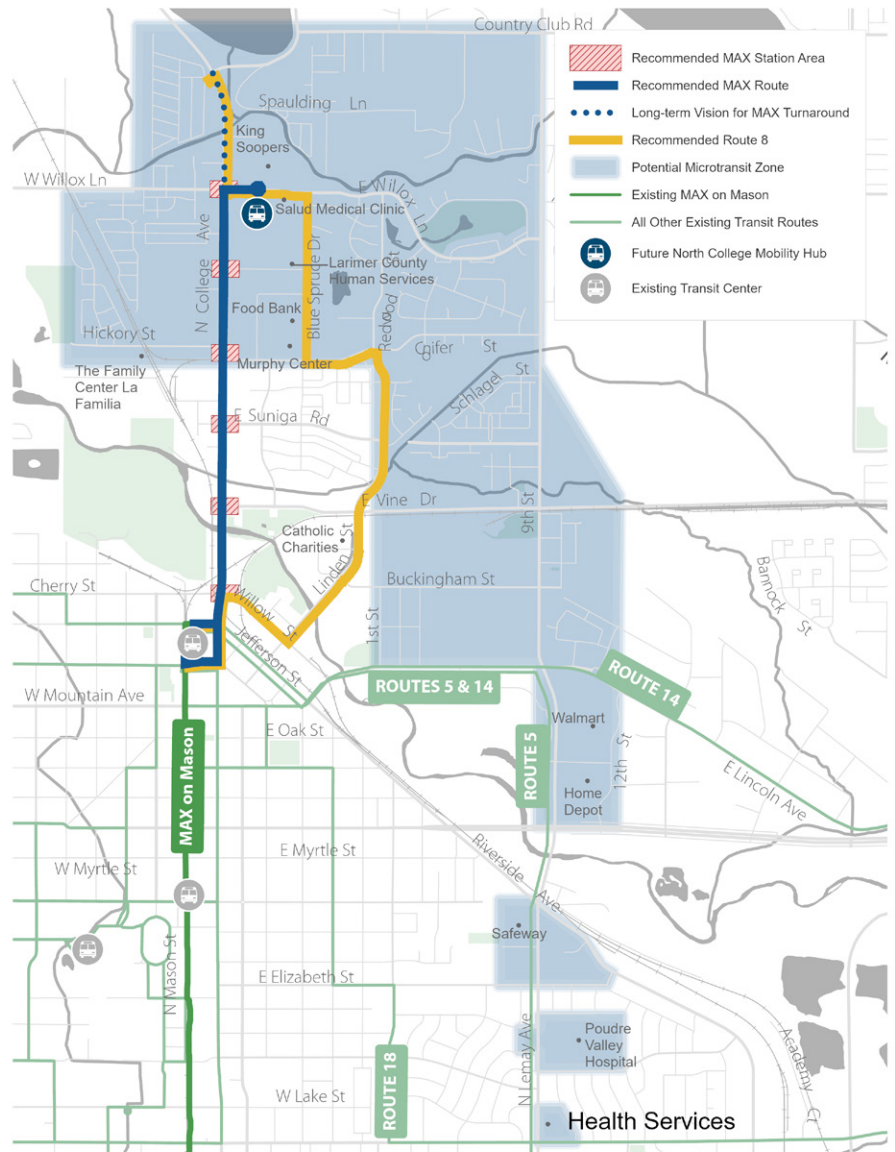
Service Characteristics

It is recommended that the MAX route on North College Avenue operate at a 15-minute frequency. A round trip of the route is estimated to take about 12-minutes. Therefore, this service could be operated with one bus every 15 minutes with roughly three minutes of recovery time between trips. The following sections provide additional information on how the possibility of interlining MAX on North College Avenue with MAX on Mason Street and could affect frequencies.

Future Interlining with MAX on Mason Street

Based on extensive community desire for a one-seat ride from North College Avenue to the South Transit Center, technical analysis of this plan considered the feasibility, benefits, and drawbacks of interlining the MAX on North College Avenue with the existing MAX on Mason Street route. Interlining the two routes would result in operating the service as one continuous route where the Downtown Transit Center would serve as a stop rather than a transfer. In the near- and mid-term it is recommended that these two MAX routes operate separately (possibly with different service names) because of a mismatch of the planned frequencies of each route and reliability challenges created by railroad

Figure 11: Map of Final Transit Recommendations



Mismatch of Frequencies

Before the COVID-19 pandemic, MAX on Mason Street ran at 10-minute frequencies with six buses required to operate that service. It is expected that MAX on Mason Street will return to this frequency once resources are available. The MAX route on North College Avenue is proposed to have 15-minute frequencies which allows the route to be operated using only one bus. Existing demand is not yet at a level where 10-minute frequency is necessary. The two MAX routes operating separately would require a total of seven buses. Riders would transfer from the North College Avenue route to the Mason Street route at the Downtown Transit Center. Given the planned frequencies of 15- and 10-minutes, riders would not experience much waiting to transfer.

If interlining is desirable in the future, the challenge of misaligned frequencies (10-minutes vs. 15-minutes) can be addressed two different ways:

1. Run a bus at 10-minute frequencies the length of the two routes, from the turnaround on Willox Lane to the South Transit Center. This requires eight buses to operate (one more than if the routes operate separately). MAX on Mason Street currently has a simple 60-minute run time with built in recovery time. Extending up to North College Avenue would create a 75-minute cycle time for the route that would require two additional buses than MAX on Mason Street did before the pandemic.

The benefits of interlining are that it is a simple and intuitive schedule for riders and provides a single seat ride from the North College area all the way to the South Transit Center. This strategy also provides more frequent service to North College Avenue than if the routes operated separately. The drawbacks of this option are that it requires an additional bus to operate compared to the non-interlined option, which would be an extra cost for the bus, operator hours, and other operating costs. It is possible the additional resource investments to interline the two routes may not result in proportional increases in ridership based on expected demand in the North College area.

2. Run only every other MAX on Mason Street bus up North College Avenue so that MAX on Mason Street has 10-minute frequency but MAX on North College Avenue would have 20-minute frequency. This option also requires 8 buses, because of the needed cycle time to combine both routes into one. The only benefit this option achieves is creating the single seat ride from Willox Lane to the South Transit Center. The drawbacks include the alternating run schedule (which is often confusing and frustrating for riders), additional resources needed for the eighth bus, and lower frequency service for the North College area. This strategy would require similar resources as the first without the added benefit of high-frequency service on North College Avenue.

Based on 2019 ridership data, MAX on Mason Street averages 285 boardings per station per day or 800 passengers per mile. Interlining would be most appropriate when transit ridership on North College Avenue comes within a margin of these levels of productivity (approximately 1,500 boardings per day).

Conflicts from Additional Rail Crossings

The North College Avenue MAX route will need to cross two freight rail lines in order to connect the Downtown Transit Center with the north end of North College Avenue. MAX on Mason Street already crosses the rail twice: once when turning around north of the Downtown Transit Center and a second time in the southbound direction at Laurel Street. The rail crossings will impact the route's reliability at certain times as

the bus must wait for the trains to pass through. This is likely to cause the bus to run behind schedule. Rail crossings will be a challenge for the North College MAX route regardless but interlining with MAX on Mason Street will bring this challenge to the Mason Street service where it is not currently an issue. Rather than just the North College area occasionally experiencing these delays, the railroad crossings have the potential to impact the reliability of the entire interlined route.

For these two reasons it is recommended that the two services begin operating as separate routes. The feasibility and benefits of interlining the two routes may be more appropriate to consider when ridership of a North College MAX route is better understood after the service has been operating for a couple of years.

CO2 EMISSION REDUCTION BENEFITS

MAX on North College Avenue is envisioned to eventually deliver daily ridership over 1,000 boardings per day. Assuming typical point-to-point travel distances of three to five miles, and if all of these trips were to be made by car, this level of ridership represents 3,000 to 5,000 vehicle miles traveled (VMT) per day, or 2,400 to 4,000 pounds of reduced CO2 emissions per day. While this likely over-estimates the CO2 emissions reduction potential of MAX on North College Avenue as not all ridership would be converted from driving trips, it does illustrate the CO2 emissions-reducing potential of the service.

STOPS & STATIONS

Locations

The final plan for MAX on North College Avenue includes consolidating and aligning the existing bus stops to create the MAX stations (see **Figure 11**). New station locations were chosen for their proximity to key destinations as well as their alignment with existing or proposed traffic signals. All stations were aligned into matching pairs, one northbound station and one southbound station on the other side of the road. These station pairs make the service easier to use for riders, allowing someone to pick-up the bus for their return trip in the same location they were dropped off. This mitigates confusion about where to go to take the bus back, especially for newer riders.

Station pairs were located around traffic signals to provide safe, controlled pedestrian crossings linking the northbound and southbound stations together. Crossing at signals to access bus stops and destinations on the other side of the road improves pedestrian comfort as well as minimizing out of direction travel for people accessing the bus stops.

Figure 12: Shared Mobility Hub



1

Bus shelter

5

TNC/microtransit drop-off/pick-up

2

Information and fare payment

6

Intersecting bike lane or bike paths

3

Scooter share & bike share (Zagster)

7

Bike parking

4

Car share

8

Car charging station

Amenities at MAX Stations

It is recommended that each MAX BRT station feature multimodal options, with the most northern station near King Soopers being the a mobility hub with the most amenities.

All MAX BRT stations should have the following amenities, where space allows:

- Intuitive information on transportation options:
 - » Live informational signage on transit arrival times
 - » Maps of key destinations, transit routes, and bicycle facilities
- High comfort station amenities including:
 - » Shelters
 - » Benches
 - » Trash cans
 - » Pedestrian scale lighting
 - » Kiosks for ticket purchases (if applicable)
- Features of universal design for accessibility by all users
- Public art
- Security features such as emergency telephones
- Bicycle parking (covered where possible)
- Micro-mobility parking areas

The northern most station near the King Soopers will serve as a mobility hub. The Transit Master Plan envisioned a mobility hub at this location, which can be incorporated into redevelopment of the former Albertsons site. As a mobility hub, it can include the following additional amenities illustrated in **Figure 12**:

- Secure bicycle parking
- Park-n-ride
- Restrooms
- Electric vehicle (EV) charging
- Car share
- Taxi/ride hailing loading zones
- Micro-mobility charging hubs

These additional amenities would require more space than a typical MAX station. Partnerships can be pursued with nearby landowners and businesses to create shared parking agreements or other agreements allowing station amenities to be located on parcels near the station. The vacant Albertsons lot could provide a great opportunity to accommodate these mobility hub elements on part of that property.

NEW ROUTE 8

The recommended alignment for local bus service is to eliminate the current route 81 and realign route 8 to create greater efficiency and eliminate redundancy with MAX on North College Avenue. The new route 8 will run from the Downtown Transit Center to Willow Street, then head north on Linden Street to Redwood Street to Blue Spruce Drive. The route will then turn west on Willox Lane and turnaround in the Poudre

Valley Mobile Home Park as it does today and then reverse the directions above back to downtown (see **Figure 11**). When the future turnaround south of Terry Lake is constructed, route 8 will also use this turnaround in order to remove turning buses from the Poudre Valley Mobile Home Park.

The new alignment of route 8 will make it more intuitive and efficient for riders, particularly those using the service to get to and from the services on Blue Spruce drive, since the route would run the same path northbound and southbound. The alignment also retains the connection between the service providers east of North College Avenue with the Downtown Transit Center.

Alignments that brought route 8 to destinations on Lemay Avenue were considered, however after analysis those options were not recommended because of route inefficiency, loss of the connection from services on Blue Spruce Drive to Downtown, and redundancy with route 5. Instead, this need for connections to destinations on Lemay Avenue, like shopping and medical services, was addressed with a recommendation for new on-demand micro-transit service that is detailed in the following section.

Service Characteristics

The new alignment of route 8 is recommended to run at 20-minute frequencies. It is estimated that a round trip of this route would take about 35-minutes. This means it would require two buses to operate route 8 at 20-minute frequency with a 5-minute recovery period between trips. Route 8 could also operate at 30-minute frequencies but this would still require two buses. For this reason it is more beneficial and efficient to operate the route at 20-minute frequencies.

Amenities at Local Bus Stops

It is recommended that all local bus stops on the realigned route 8 be upgraded to include the following amenities where space is available:

- Shelters
- Maps of the transit system
- Benches
- Trash cans
- Pedestrian scale lighting
- Bicycle/micro-mobility parking

Providing these amenities at stops can make riding the bus feel safer and more comfortable for a wider demographic of riders. Bus shelters make it more feasible and comfortable for people to ride transit in inclement weather. Benches provide a chance to rest while waiting for the bus which can be particularly critical for older adults and people with mobility issues. Trash cans and pedestrian scale lighting provide a more comfortable station environment, particularly at night. Bicycle and micro-

Figure 13 Image of Microtransit Service in Denver called the “Montbello Connector”



mobility parking provide an option for people to easily access the stop by bicycle or scooter to make their trip more efficient or access a bus stop that is too far to comfortably walk to.

INNOVATION ZONE: NEW MICRO-TRANSIT SERVICE

This plan recommends exploring a microtransit service from the North College area to destinations on Lemay Avenue. See **Figure 11** for the approximate boundaries of the recommended zones within the study area. Travelers could request trips that started and ended at any two points within the three zones on the map. The three zones encompass the mobile home communities near North College Avenue, the Tres Colonias neighborhoods, Walmart, Home Depot, Safeway, Poudre Valley Hospital, and other medical services on Lemay Avenue. These microtransit zones were drawn based on where community members reported they wanted new transit connections to the North College area.

The microtransit service will help fill the gap in transit service to the Tres Colonias neighborhoods and provide a direct link from the North College area to Home Depot, Walmart, Safeway, and medical services on Lemay Avenue. These new connections were identified as high priority by community members. Additionally, the service would provide a first/last-mile connection between MAX service on North College Avenue and the surrounding neighborhoods. The data collected about trips in the microtransit system can inform the creation of a new service in the future.

What is Microtransit?

Microtransit is a form of demand response transit that uses a smartphone app (with a call-in option) to match trip requests in real time. Microtransit typically uses small vans or shuttle buses and can be operated by a contracted provider or by an agency, like Transfort, with purchase of a ride-matching app and associated technology.

Microtransit allows for transit service connecting low to medium density areas with popular destinations where a fixed-route bus route may not be appropriate due to low demand for fixed-route transit. Microtransit technology has the ability to group trips to and from popular destinations at similar times. This service can charge a fare or be operated fare-free.

Equity Considerations for Microtransit

A new microtransit service should still be accessible to people who do not have reliable access to cellphone data, are not proficient in using a smartphone, or are uncomfortable creating a profile on an app. To address this concern, the new service should include a call-in option as an alternative to using the app. Providing a call-in option for riders is an essential component to making this tech-enabled service more accessible to everyone.

Additionally, any materials developed for this service should be in both English and Spanish, at a minimum, in order to make the service easy and accessible for riders who primarily speak Spanish. Finally, it should be noted that at least one vehicle in the microtransit fleet must be ADA accessible.

Service Characteristics

Within the study area, the proposed microtransit zones cover a total of 2.4 square miles. Operating this microtransit system would require one to two vehicles (one of which must be ADA accessible) in order to provide service within 10-minutes of a request. The exact number of vehicles needed will depend on days and hours of service, projected demand, and the final service area as it may be desirable to serve other nearby areas not served by fixed-route transit.

ACTIVE MODE RECOMMENDATIONS

In addition to the new shared use path along North College Avenue, several other recommendations were developed for improving active mode use in the North College area, building upon the recommendations in the 2022 update to the Active Modes Plan (see **Figure 14**):

- Construction of two new traffic signals on North College Avenue

- Improvement of five key roadway crossings east of North College Avenue
- Creation of comfortable pedestrian and bicycle networks to the east and west of North College Avenue
- Interim protected bike lanes on North College Avenue

The following sections provide locations and more detail for these pedestrian and bicycle recommendations.

Roadway Crossings

Additional signals with crosswalks at Bristlecone Street and Suniga Road are recommended. Signalizing these intersections would provide additional controlled crossings for people using active modes and make it more convenient for transit riders to get between the northbound and southbound stations at these locations (see **Figure 14**). The signal at North College Avenue/Suniga Road is already planned for construction and both the signals are planned for in CDOT's *US-287 (North College Avenue) Access Control Plan*. The signal at Bristlecone Drive would also serve people accessing the future 24/7 shelter at Hibdon Court.

Figure 14: Pedestrian & Bicycle Infrastructure Improvements





In addition to the signals on North College Avenue, it is recommended that the following intersections be evaluated for improved bicycle and pedestrian crossings (see **Figure 14**):

- Conifer Street / Red Cedar Court / Jerome Street
- Suniga Road / Jerome Street
- Vine Drive / Jerome Street (in design as of fall 2022)
- Hickory Street / Mason Street
(when Mason Street extension is constructed)
- Bristlecone Street / Red Cedar Court
(when Red Cedar Court extension is constructed)

These locations are all on the recommended parallel networks for improved bicycle and pedestrian infrastructure (see **Figure 14**) and several were identified by community members as difficult areas to cross the street.

Active Mode Networks Adjacent to North College Avenue

It is recommended that investments be made on streets adjacent to North College Avenue to create comfortable infrastructure for people using active modes (see **Figure 14**). Investments in the streets around North College Avenue will give people the option to walk and bike on lower speed streets with fewer cars, providing an alternative to walking or biking on North College Avenue.

The recommended infrastructure upgrades to these streets include:

- New bikeways on:
 - » Bristlecone Street between North College Avenue and Blue Spruce Drive – this segment has a curb-to-curb width of approximately 40 feet, which is adequate for buffered or protected bike lanes if on-street parking is prohibited. If parking cannot be removed, a Neighborhood Bikeway may be feasible provided that traffic calming can achieve the desired vehicular volume and speed levels of a Neighborhood Bikeway.
 - » Blue Spruce Drive from Conifer Street to Suniga Road – this segment has a curb-to-curb width of approximately 30 feet. Given the residential nature of this segment, a Neighborhood Bikeway is recommended. Additional traffic calming treatments may be necessary to achieve the desired vehicular volume and speed levels of a Neighborhood Bikeway.
 - » The proposed Mason Street extension – the Mason Street extension is proposed as a 2-lane collector. The Larimer County Urban Area Street Standards for a 2-lane collector feature two travel lanes and buffered bike lanes with 5-foot bike lanes and 3-foot buffers.
 - » The proposed Red Cedar Circle extension – the Red Cedar Circle extension is proposed as a 2-lane collector.

The Larimer County Urban Area Street Standards for a 2-lane collector feature two travel lanes and buffered bike lanes with 5-foot bike lanes and 3-foot buffers.

- Wide detached sidewalks with limited or no curb cuts across the sidewalk on the proposed Mason Street extension.
- Wayfinding on North College Avenue and the parallel pedestrian and bicycle corridors directing people how best to walk and bike between key destinations and use the parallel streets to bike the length of North College Avenue comfortably.

Investing in these parallel streets for people using active modes will make it more convenient and comfortable to move through the North College area, as well as improve the first and last mile connections to MAX stations and route 8 stops.

INTERIM PROTECTED BIKE LANES ON NORTH COLLEGE AVENUE

As an interim solution to address user comfort for people biking on North College Avenue, this plan recommends that the wide shoulder on North College Avenue be converted into one-way protected bike lanes. The shoulders are typically 8 feet wide from curb to edge line which is adequate space for a 5- to 6-foot bike lane and a 2- to 3-foot buffer with vertical delineators. **Figure 15** shows a cross-section of the interim protected bike lanes. Eventually, once BAT lanes are added by narrowing the median, the continuous shared-use path on North College Avenue will replace the protected bike lanes.

Changes to the Master Street Plan

The map of adjacent pedestrian and bicycle networks (**Figure 14**) assumes the future construction of two roadway extensions: Mason Street and Red Cedar Court. The alignment shown in **Figure 16** differs from that currently shown in the Master Streets Plan. These alignments are recommended for a variety of reasons including equity, feasibility, and circulation.

Mason Street Extension

The Master Street Plan indicates a future extension of Mason Street from Suniga Road, to the north through the North College Mobile Home Park, across Willox Lane, across the Larimer & Weld Canal, and connecting back to North College Avenue through the Poudre Valley Mobile Home Park in Larimer County. The intention of the original Mason Street alignment was to provide a parallel street on the west side of North College Avenue for local access and circulation as an alternative to the highway. The original Mason Street alignment provided access to North College Avenue at signalized intersections as medians were implemented on North College Avenue to manage access to individual properties.

This plan recommends amending the Master Street Plan to show Mason Street's north terminus at a future intersection with Bristlecone Drive which will have a traffic signal on North College Avenue. The remaining portion of a future parallel Mason Street can still provide access and utilities to land parcels that currently lack that infrastructure. It also would provide bicycle and pedestrian paths for local circulation without requiring the use of the highway. Because Mason Street will still provide access to North College Avenue at the same signalized intersections as previously proposed, the traffic impacts of this change will be minimal.

In the area of the North College Mobile Home Park, this original alignment is based on ideas for potential redevelopment of the east portion of the park with related drainage and utility improvements. Additionally, new access to a traffic signal on North College Avenue would provide improved access to shopping and other destinations to the east and north. Recently, park ownership and management have changed their approach to reinvest in the east portion of the park, at the same time that affordable housing has become an increasingly critical issue which is evident by the current effort to rezone the park to Manufactured Housing (M-H), intended to preserve affordability. For these reasons, along with the community discussions for this plan, this plan recommends amending the Master Street Plan to show Mason Street's north terminus at

Figure 15: I Interim Protected Bike Lane Cross-section

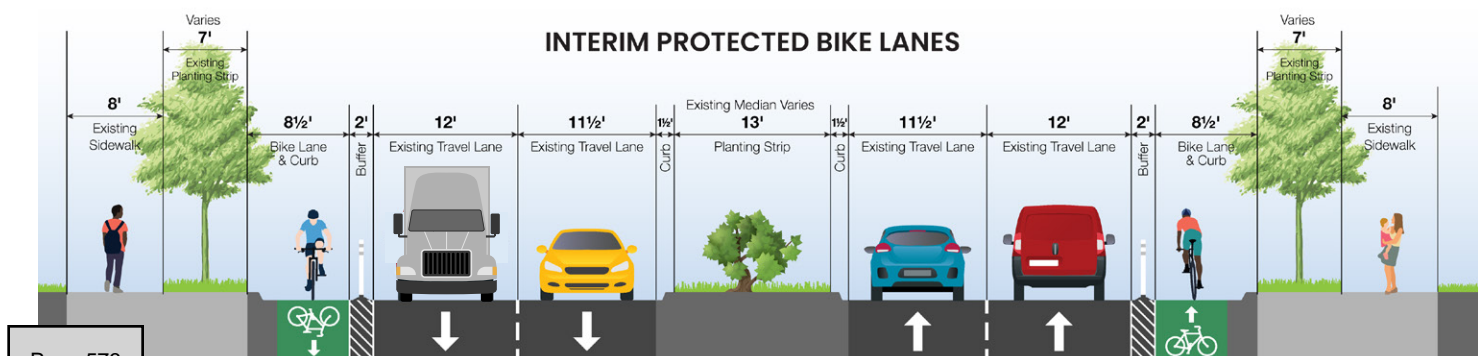
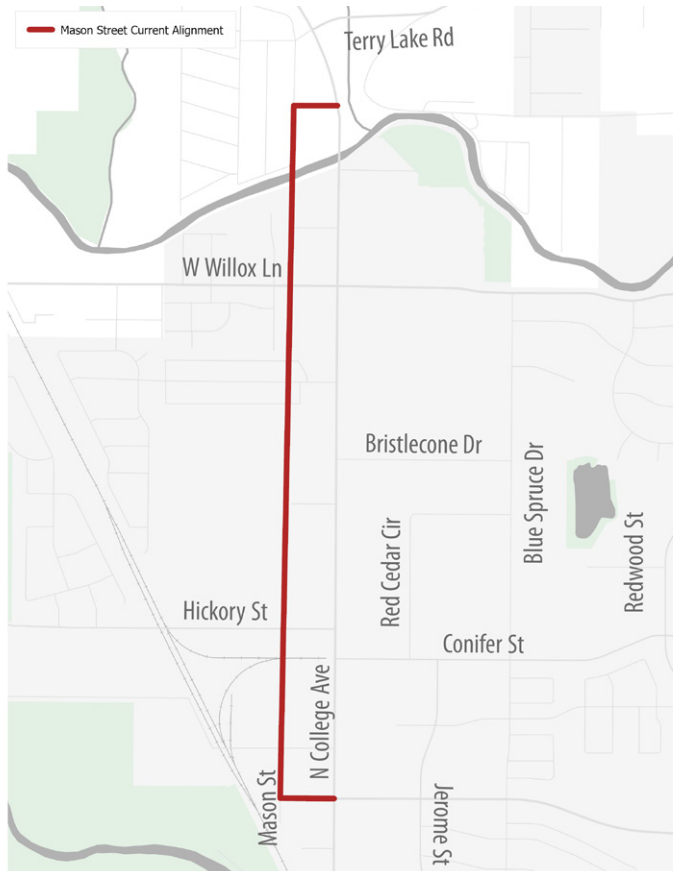


Figure 16: Original and Recommended Mason Street Alignment



a future intersection with Bristlecone Drive. This will remove the future Mason Street connection through the park.

The Master Street Plan also indicates future extension of the Mason Street alignment northward from Wilcox Lane along what is currently Wilcox Court, across the Larimer & Weld Canal with a new bridge, and then along a street through the Poudre Valley Mobile Home Park in Larimer County connecting to North College Avenue. This study recommends removing that proposed street segment because of the major difficulties and costs and minor benefits. A short segment of Mason Street was already built south of Wilcox Lane. This segment provides access to two parcels owned by the City of Fort Collins. In the future, this segment can be reconfigured as a cul-de-sac to enable turning around as well as parcel access.

While a parallel street that extends the full length of the corridor is lost with this realignment, the intent of the original alignment is still achieved. The parcels to the south of the Poudre Valley Mobile Home Park are the parcels without

existing access to North College Avenue. The proposed alignment would still provide access to those parcels. High-comfort bicycle and pedestrian infrastructure can be accommodated in the form of a shared-use path on North College Avenue north of Bristlecone Drive, rather than on a parallel street. For this reason this section of the recommended shared-use path is a near-term priority project in this plan.

Lastly, south of Conifer Street, the Mason Street extension will complement proposed medians south of Conifer Street by provided alternative access to properties currently accessed by North College Avenue.

The development of North Mason Street will likely have an alternative cross-section to the Collector identified in the Larimer County Urban Area Street Standards (LCUASS), but will still accommodate a buffered bike facility for the parallel bike network. This is to accommodate the existing businesses and property alignments, and likely low volumes of traffic.

Red Cedar Court Extension

The current alignment in the Master Street Plan for Red Cedar Court crosses Bristlecone Street to connect to Willox Lane. The new alignment, shown in **Figure 17**, would terminate Red Cedar Court as a collector street at Bristlecone Street, using Blue Spruce Drive as a continuous north-south collector street parallel to North College Avenue. Development and redevelopment north of Bristlecone Street, including redevelopment of the former Albertson's, would allow for other north-south streets connecting to Red Cedar Court.

PHASING & FUNDING SOURCES

The plan recommends a **phased approach** to implementation for the following reasons:

A major capital project was constructed on North College less than a decade ago. The construction of sidewalks, streetscape amenities, and medians was challenging for residents and businesses in the North College corridor. More major construction in the near term is not welcome.

The mid- and long-term recommendations are not yet needed in the corridor but associated conditions will be monitored to determine when they are needed.

The mid- and long-term recommendations are expensive and without meeting certain population and ridership requirements this project is not eligible for the FTA grants that typically pay for such improvements like the Small Starts grant used for the MAX BRT.

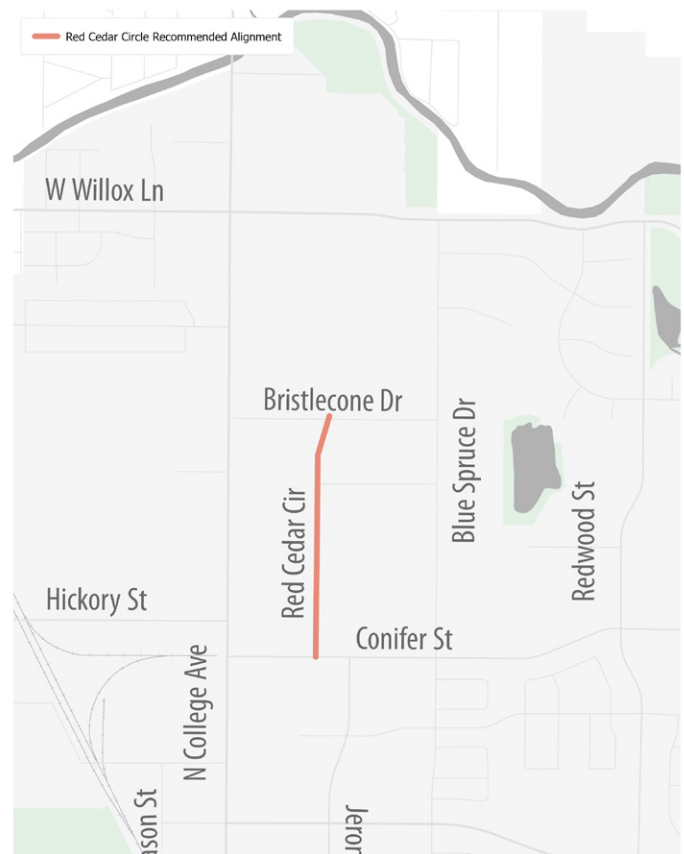
All of the transportation recommendations detailed previously are summarized and organized as near-, mid-, and long-term transportation recommendations and displayed in **Table 1**, **Table 2**, and **Table 3**, respectively. Potential funding sources and relevant partners were identified for each recommendation.

Funding Opportunity Acronyms

Below is a list of acronyms used in the recommendations tables that correspond to federal grants or other federal funding programs:

- **FTA** - Federal Transit Administration

Figure 17: Recommended Red Cedar Court Alignment



- **MMOF** - Multimodal Transportation and Mitigation Options Fund (distributed through North Front Range Metropolitan Planning Organization)
- **CMAQ** - Congestion Mitigation and Air Quality Improvement Program (distributed through North Front Range Metropolitan Planning Organization)
- **STBG** – Surface Transportation Block Grant (distributed through North Front Range Metropolitan Planning Organization)
 - » (TA) - Transportation Alternatives (a subset of the Surface Transportation Block Grant)
- **RAISE** - Rebuilding American Infrastructure with Sustainability and Equity Discretionary Grant Program (distributed by the United States Department of Transportation)

NEAR-TERM RECOMMENDATIONS

Table 1: Near-term Transportation Recommendations

Recommendation		Planning Level Cost Estimates	Relevant Partners	Potential Funding Sources
Fixed-route Transit Realignments:				
<ul style="list-style-type: none"> Create new high-frequency bus route on North College Avenue within existing general-purpose lanes at 15-minute frequency (with turnaround at Willox Lane roundabout) Realign route 8 on Blue Spruce Drive, Redwood Street, and Linden Street at 30-minute frequency Eliminate route 81 		Fleet needs: \$2.3m for battery electric buses Operating costs: neutral	Transfort	FTA 5307 Funding, MMOF, CMAQ
Micro-transit Zone		Fleet needs: \$120k Operating costs: +\$500k per year	Transfort, Ride-matching technology provider	FTA 5307 Funding, MMOF, CMAQ
Consolidate existing local bus stops into new MAX Stations at signalized intersections (with basic amenities such as shelters, benches, trash cans, and pedestrian scale lighting)		\$450k	FC Moves, Engineering, CDOT, Property owners	FTA 5339 Funding, CMAQ, STBG, RAISE
New shared use path on the west side of North College Avenue (between the canal and Hibdon Court)		\$770k	FC Moves, Engineering, CDOT, Property owners	STBG, MMOF, CMAQ, RAISE
Adopt amendments to the Mason Street realignment identified in the Master Streets Plan		No cost. Staff time only.	City Council, FC Moves, Engineering, Traffic Operations	N/A
New Signals	Suniga Road/North College Avenue	\$500k	FC Moves, Engineering, Traffic Operations	MMOF, STBG
	Bristlecone Street/North College Avenue	\$500k	FC Moves, Engineering, Traffic Operations	MMOF, STBG
Improved bicycle and pedestrian crossings	Bristlecone Drive/Red Cedar Circle	\$80k	FC Moves, Engineering, Traffic Operations	MMOF, STBG (TA), CMAQ
	Conifer Street/Red Cedar Circle/Jerome Street	\$80k	FC Moves, Engineering, Traffic Operations	MMOF, STBG (TA), CMAQ
	Hickory Street/Mason Street	\$80k	FC Moves, Engineering, Traffic Operations	MMOF, STBG (TA), CMAQ
	Suniga Road/Jerome Street	\$80k	FC Moves, Engineering, Traffic Operations	MMOF, STBG (TA), CMAQ
	Vine Drive/Jerome Street	\$80k	FC Moves, Engineering, Traffic Operations	MMOF, STBG (TA), CMAQ
New buffered or protected bike lanes	Interim one-way protected bike lanes on North College Avenue north of the railroad crossing	\$340k	FC Moves, Engineering, Traffic Operations	Local
	Jerome Street (between Conifer Street and Suniga Road)	\$25k	FC Moves, Engineering, Traffic Operations	MMOF, STBG (TA), CMAQ
	Blue Spruce Drive (between Conifer Street and Suniga Road)	\$25k	FC Moves, Engineering, Traffic Operations	MMOF, STBG (TA), CMAQ
	Bristlecone Street (between North College Avenue and Blue Spruce Drive)	\$50k	FC Moves, Engineering, Traffic Operations	MMOF, STBG (TA), CMAQ

MID-TERM RECOMMENDATIONS

The mid-term recommendations include large capital investments that will not be implemented until the following conditions are met:

- Ridership on North College BRT is at 1,000 boardings per day, or
- Traffic becomes congested to the point that intersections on North College Avenue are experiencing a level of service F, or

- The population (currently approximately 7,000) and employment (currently approximately 16,125) of the area doubles from current levels, or
- CDOT plans a major rehabilitation project for North College Avenue and this plan's recommended improvements could occur at the same time.

Additionally, prior to any major capital project related to this plan, an Equity Analysis is recommended to identify and mitigate possible negative outcomes.

Table 2: Mid-term Transportation Recommendations

Recommendation		Planning Level Cost Estimates	Necessary Partners	Potential Funding Sources
Business Access Transit (BAT) lanes on North College Avenue (between Willox Lane and Willow Street)		\$22m	FC Moves, Engineering, Traffic Operations CDOT	FTA 5339 Funding, MMOF, STBG (TA), CMAQ, RAISE
*Increase bus frequency and service hours: <ul style="list-style-type: none"> • MAX on North College Avenue with 15-minute peak frequency • Route 8 with 15-minute peak frequency 		Fleet needs: +\$1m Operating costs: +\$1m per year	Transfort, Ride-matching technology provider	FTA 5307 Funding, MMOF, CMAQ
Creation of mobility hub near Willox Lane turnaround		No capital cost. Incorporate into redevelopment plans.	Transfort, FC Moves, Engineering, Property owners	FTA 5339 Funding, MMOF, STBG (TA), CMAQ
*Shared-use paths for the length of North College Avenue on both sides of the roadway		Included in cost of BAT lanes.	Public Works, CDOT, Property owners	MMOF, STBG, CMAQ
Fully built MAX stations with multimodal options		Included in cost of BAT lanes.	Transfort, FC Moves, Engineering, Traffic Operations, CDOT, Property owners	FTA 5339 Funding, MMOF, STBG, CMAQ
Bus turnaround north of Terry Lake Road		\$5m; does not include property.	Transfort, FC Moves, Engineering, Traffic Operations, CDOT, Adjacent property owners	FTA 5339 Funding, MMOF, STBG, CMAQ
*Construct medians south of Conifer Street		Included in cost of BAT lanes.	FC Moves, Engineering, Traffic Operations, CDOT, Property owners	MMOF, STBG (TA), CMAQ
*New buffered or protected bike lanes or shared use paths with planned roadway connections	Mason Street (between Bristlecone Street and Alpine Street)	No capital cost. Incorporate into new street construction.	FC Moves, Engineering, Traffic Operations	MMOF, STBG (TA), CMAQ
	Red Cedar Circle (between Willox Lane and Conifer Street)	No capital cost. Incorporate into new street construction.	FC Moves, Engineering, Traffic Operations	MMOF, STBG (TA), CMAQ

**Recommendations with an asterisk could be implemented before the previously listed conditions are met.*

LONG-TERM RECOMMENDATIONS

Table 3: Long-term Transportation Recommendations

Recommendation	Planning Level Cost Estimates	Relevant Partners	Potential Funding Sources
Increase bus frequency to 10-minutes; re-evaluate feasibility and benefits of interlining MAX on North College Avenue with MAX on Mason Street	Fleet needs: +\$1.3m Operating costs: +\$500k per year	Transfort, FC Moves, Planning Development & Transportation	FTA 5307 Funding, MMOF, STBG, CMAQ

MAINTENANCE CONSIDERATIONS

Some of the recommendations in this plan, such as shared-use paths, landscaped medians, transit station amenities, and protected bike lanes will require more time to maintain and may require the purchase of specialized equipment, incurring higher maintenance costs. For example, based on analysis completed for the Bicycle Master Plan, the Fort Collins Streets Department estimated that it costs \$17,900 per year to sweep and plow one mile of protected bike lane compared to \$3,970 per year to sweep and plow one mile of standard bike lane.

As projects from this plan go through final design, the project management team shall work closely with the Transfort, Streets Department, Forestry, and the Parks Department to identify maintenance requirements, context appropriate materials, and maintenance responsibilities. Future budget requests should be made at the time the recommended facilities are built.





05

Urban Design & Land Use Requirements

Urban Design & Land Use Requirements


























Community members expressed that their priorities included **preserving and expanding affordability for residents and local businesses, increasing density to support high-frequency transit, and redevelopment of currently vacant properties to provide new housing, services, and infrastructure improvements in the area.**

Based on community input and travel demand projections, it was determined that this plan needed to create recommendations around land use, future development, and affordability. Community members expressed that their priorities for future development in the North College Avenue area included preserving and expanding affordability for residents and local businesses, increasing density to support high-frequency transit, and redevelopment of currently vacant properties to provide new housing, services, and infrastructure improvements in the area. The existing zoning in the area does not support these ideas as effectively as it could.

CORRIDOR DENSITY AND BRT CORRELATION

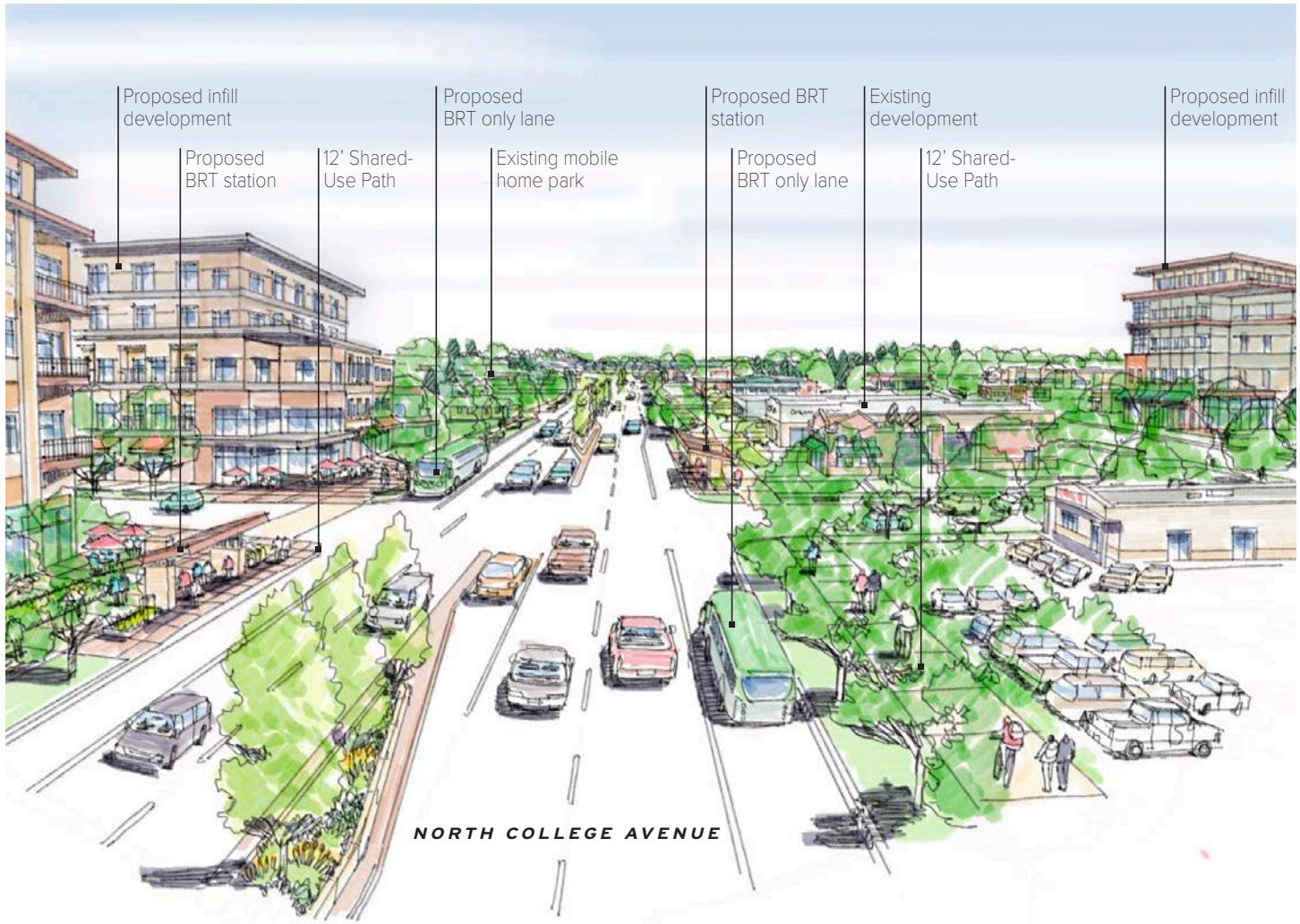
BRT corridors are typically found in more dense urban settings due to higher population and ridership demand in these areas. Low density areas lack the population for frequent ridership demand and have larger dispersal areas making accessing stations difficult. Federal grants for infrastructure improvements are awarded when there is increased ridership demand and the zoning conditions that support higher population densities. As shown in **Figure 18**, the area is currently transitioning

Figure 18: Depicts the Correlation Between Densities and Building Height Increases With the Type of Public Transit That Can Be Supported

Land Use				Transit	
Land Use Type	Example	Residents per Acre	Jobs per Acre	Appropriate Types of Transit	Frequency of Service
 Downtowns & High Density Corridors		>45	or >25	  	 10 minutes or better
 Urban Mixed-Use		30-45	or 15-25	  	 10-15 minutes
 Neighborhood & Suburban Mixed-Use		15-30	or 10-15		 15-30 minutes
 Mixed Neighborhoods		10-15	or 5-10	 	 30 minutes On demand
 Single Family Neighborhoods		<10	or <5	 	On demand

The North College area's current land uses and density reflect Mixed Neighborhoods. With the recommendations of this plan, the area will transition to an Urban Mixed-Use area, compatible with BRT.

Figure 19: An artist's rendering of possible character of North College Avenue with Redeveloped and New Developed Properties That Adhere To Recommendations



from low density to medium and higher density.

The following recommendations have been developed to bring additional residential units and new businesses required along North College Avenue to support BRT operations and infrastructure.

To help address these community priorities the following policies are recommended for the North College Avenue area:

- Establish a North College Avenue specific Transit-Oriented Development (TOD) Overlay Zone
- Modify the existing 200-foot residential setback from North College Avenue
- Increase building height allowance
- Provide regional detention and reduce Low Impact Development (LID) requirements for projects that include

while also reducing development costs

- Establish connectivity requirements
- Establish outdoor space requirements for large urban buildings
- Reference River Downtown Redevelopment (RDR) architectural standards
- Create incentives to preserve existing commercial buildings and current rental rates where possible

The following sections provide more detail about each of the policies listed previously. The current Mason MAX BRT utilizes many of the same recommendations particularly in the area near Colorado State University and Downtown Fort Collins.

Figure 19 shows an artist's rendering of possible character of North College Avenue with redevelopment and new development that utilizes the recommended policies while also integrating with the existing commercial and residential of the area.

NORTH COLLEGE AVENUE SPECIFIC TOD OVERLAY ZONE

Currently the City of Fort Collins has an existing Transit-Oriented Development (TOD) Overlay Zone that runs along the Mason Street Corridor from Vine Drive to the South Transit Center. This TOD Overlay Zone includes reduced parking requirements and increased building heights that allow for additional housing units when affordable units are included. This TOD Overlay Zone is meant to encourage more dense residential developments and affordable housing that support ridership for the MAX BRT route on Mason Street.

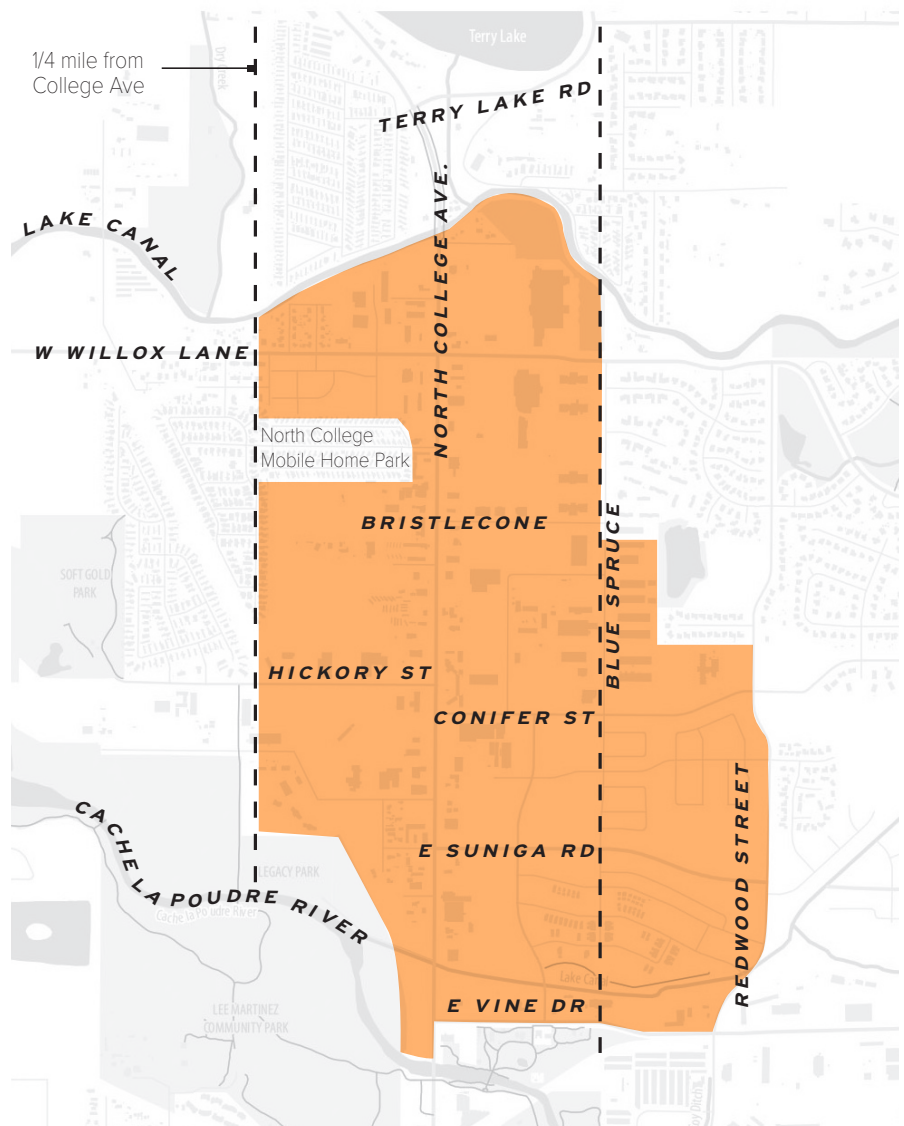
In order to facilitate denser transit-oriented development that supports public transit and provides pedestrian and bike connectivity, more open space options, and regional detention, a new TOD Overlay Zone should be established north of Vine Street to Terry Lake Road along North College Avenue. Parking reductions should be created for standard developments and decreased further when affordable housing units are included.

Figure 20 outlines the proposed area of the North College Avenue TOD Overlay Zone.

RECOMMENDATIONS:

- Limit new auto-oriented developments such as auto dealerships, car washes, etc like the current 10% limitation on auto dealerships within the zone district on North College and discourage traditional auto-oriented design like drive-thru restaurants in order to prioritize development that supports the ridership of the BRT and is more compatible with a multi-modal user group.
- Explore feasibility and costs/benefits of URA funded parking structure that could be utilized for public/affordable housing parking.
- Establish a transit-oriented development (TOD) Overlay zone or create a new zone district if deemed appropriate upon further

Figure 20: North College Avenue TOD Overlay Zone Extents



	Current City of Fort Collins Land Use Code Parking Requirement		Proposed City of Fort Collins Land Development Code Parking Requirement*	Proposed North College Ave TOD Overlay Parking Requirement	
	Non-TOD	Existing Mason TOD Overlay	Non-TOD	TOD Overlay	Any Project with Affordable Housing (applies to all units)
1-Bedroom	1.5	0.75	1	0.75	0.5
2-Bedroom	1.75	1	1.5	1	.75
3-Bedroom	2.0	1.25	2.0	1.25	1
4+-Bedroom	3.0	1.5	3.0	1.5	1.25
All Bedrooms	-	0.75	-	0.75	0.75

* The City of Fort Collins Planning Department is currently working on Land Use Code changes to encourage housing capacity and affordability.

MODIFY RESIDENTIAL SETBACK REQUIREMENT

In the 1994 zoning updates a 200-foot setback was established along North College Avenue that restricted any residential development within it. The intent of this setback was to preserve commercial uses along the corridor and recognize the impacts of the highway on livability.

In order to support the new MAX BRT route, improve streetscapes, and allow for more housing in the corridor, this setback should be modified to allow residential uses on North College Avenue when part of mixed-use developments where a portion of the ground floor is commercial. Stand-alone commercial uses should continue to be permitted.

Figure 21 and **Figure 22** outline the different modifications to the setback approaches that can be used to encourage both mixed-use and commercial only developments along North College Avenue while allowing for the development of new residential units as well.

Figure 21: Plan View Options for Configuring Residential and Commercial within Mixed Use Developments within 200 Feet of North College Avenue

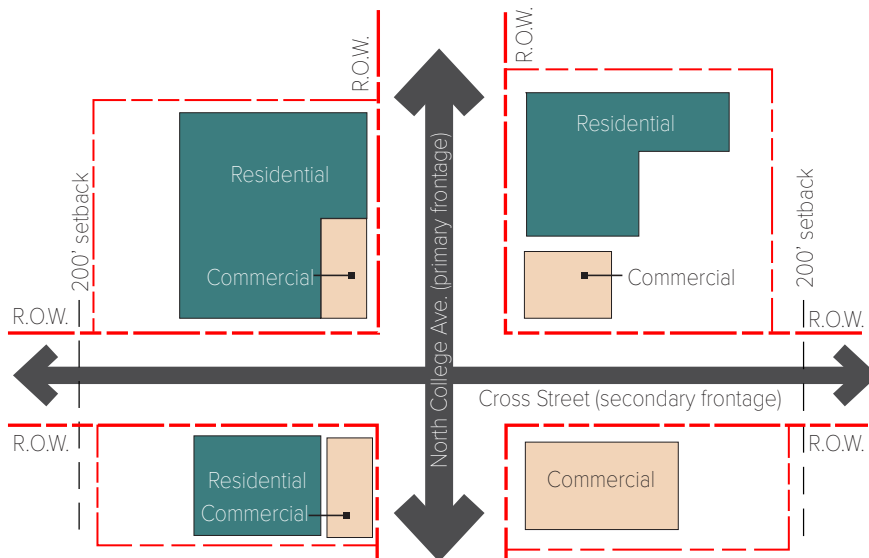
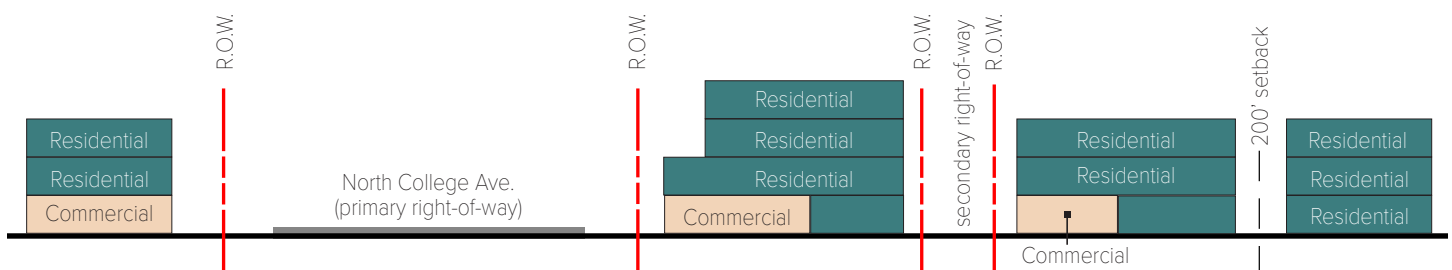


Figure 22: Section View Options for Mixed Use Development within 200 Feet of North College Avenue Showing Orientation of Commercial Uses



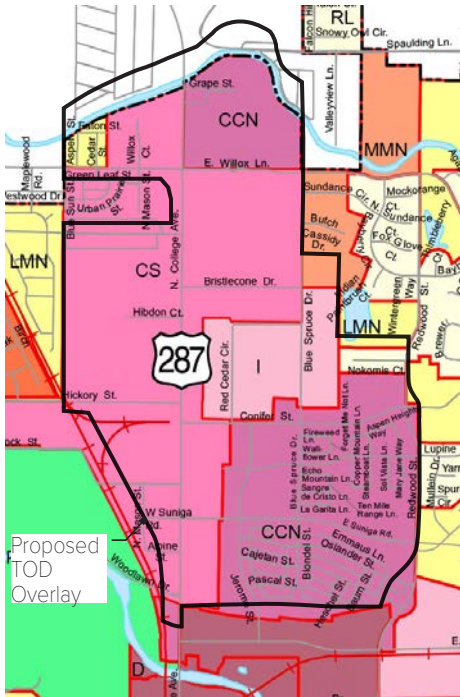
RECOMMENDATIONS:

- Allow residential development with ground floor commercial (mixed-use) within 200-feet of North College Avenue
- Commercial area should be minimum 20% of ground floor area or 20% of primary right-of-way frontage, whichever is greater
- Uses associated with residential component may not be considered as a portion of the commercial area (i.e. leasing offices, recreation facilities for residential, etc.)

INCREASE BUILDING HEIGHT ALLOWANCE

Within the study area there are currently five (5) different zone districts with varying building height allowances described below and shown in **Figure 23**:

Figure 23: Zoning Map

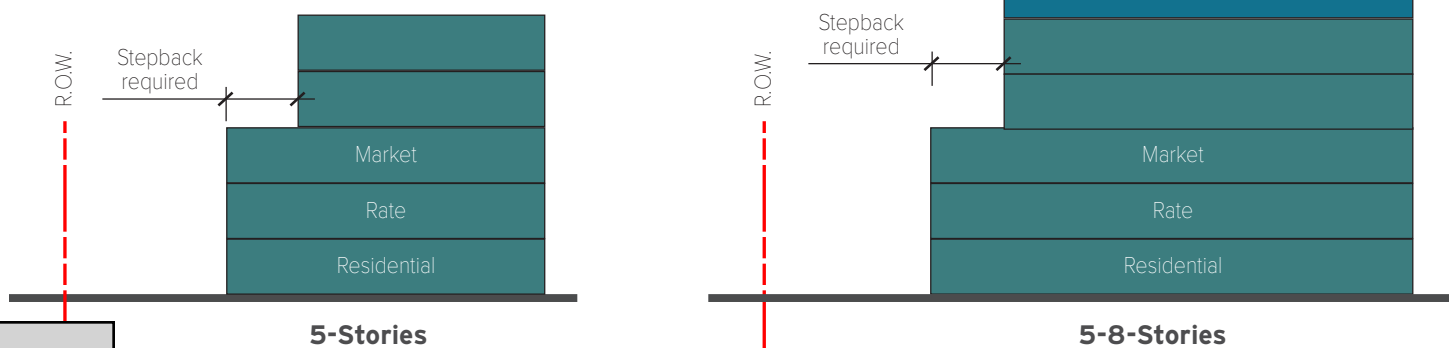


- The Service Commercial District (C-S) district comprises much of the area and allows for a maximum building height of 3-stories
- A small portion of the north-west corner of the study area is Low Density Mixed-Use Neighborhood District (L-M-N) and has a 3-story maximum
- The Industrial District (I), also on the east side of North College Avenue allows for a maximum of 4-stories for mixed use buildings
- Two areas east of North College Avenue are zoned Community Commercial North College (C-C-N) and Downtown District (D-innovation subdistrict) and have a maximum building height of 5-stories

To promote denser development for the BRT line as well as to increase the likelihood of more affordable/attainable housing units it is recommended that within the North College Avenue TOD Overlay Zone building height allowance be increased if the share of affordable units in a development exceeds 30% (see **Figure 24**).

Building step-backs, which help reduce the perception of overall height along street frontages should be required along primary public right-of-way for buildings over 3-stories. Mixed use developments will typically require 4-5 stories in order to be financially feasible, public feedback has indicated that this is supported.

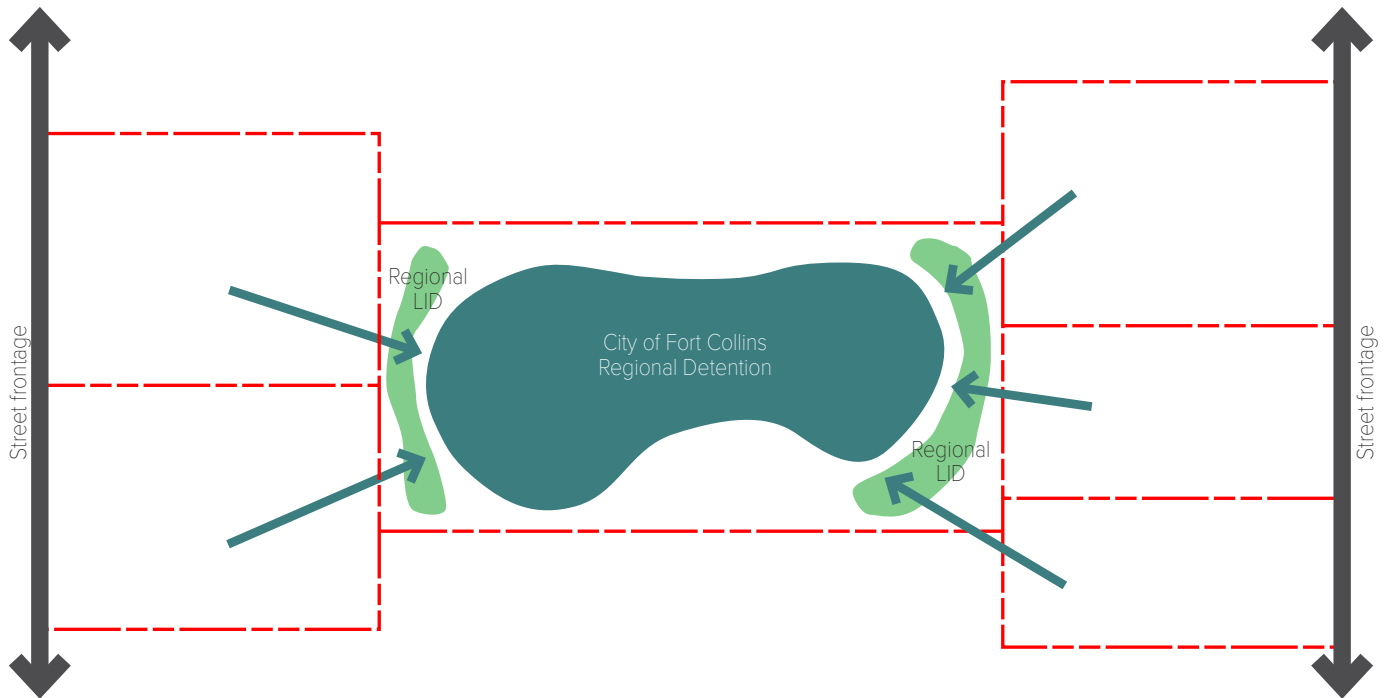
Figure 24: Building Height Sections



RECOMMENDATIONS:

- Increase building height allowance to 5-stories within the 200-foot setback of North College Avenue
- 8-stories should be permitted in all other areas of the North College Avenue TOD Overlay Zone

Figure 25: Regional Detention for All Development and LID for Developments with Affordable/Attainable Housing Diagram



PROVIDE REGIONAL DETENTION AND REDUCE LID REQUIREMENTS

By providing a regional detention system for all developments along North College Avenue more area could be developed on each site, reducing the overall development cost. Offsite detention reduces design fees, lowers construction and maintenance costs, allows for more densities on project sites and creates more park-like natural areas for all residents of the community

Low Impact Development (LID) stormwater treatment facilities comprise a large portion of not only a site's area but also of the development costs. Currently each site must provide LID treatment. Allowing for LID treatment to occur in off-site detention facilities or reducing the area that needs to be treated for sites that include affordable housing will allow for less infrastructure needing to be designed, accommodated, maintained, and paid for. These saved costs promote the inclusion of affordable/attainable housing in a project.

Currently the city has secured a parcel on the west side of North College Avenue that will serve as regional detention for all the development from Bristlecone to the Poudre River. Additional efforts should continue to analyze and secure regional detention on the east side of North College Avenue.

RECOMMENDATIONS:

- Invest in additional regional detention on the west side of North College Avenue, if current Hickory Pond is not sufficient for future development (see **Figure 25**)
- Explore reduction of LID requirements for developments with more than 30% of the development's units being affordable/attainable housing (for example, only treat vehicular areas, etc.)
- Explore centralized LID treatment within regional detention areas in lieu of "treatment train" approach of having small, isolated LID treatments for developments with affordable/attainable housing

ESTABLISH PEDESTRIAN & BICYCLE CONNECTIVITY REQUIREMENTS

North College Avenue has several locations with block lengths that are over 1,000-feet, making it difficult for bikes and pedestrians to easily move east and west from North College Avenue.

The addition of city or privately owned and maintained trail connections would ease circulation for these travel modes from the North College MAX BRT to residential units on parallel streets.

Figure 26 identifies where these connections should be made. These locations are based on current block lengths, existing building locations, existing city owned land, as well as existing and proposed streets that are east and west of North College Avenue. Easements and/or property dedication to the city should both be considered. Right-of-way dedications would ensure long term maintenance and snow removal. **Figure 27** displays diagrams of what these connections may look like. Within the west area the mobile home neighborhoods would not be included in the TOD Overlay Zone. General TOD Overlay Zone recommendations are outlined here.

RECOMMENDATIONS:

- Developments within designated areas on map (**Figure 26**) shall be required to provide multi-modal connections from North College Avenue to parallel streets
- Dedication of 15-foot access easement or parcel to City of Fort Collins should be required to accommodate a 10-12-foot trail connection (**Figure 27**)

Figure 26: Multi-modal Connections and Block Lengths

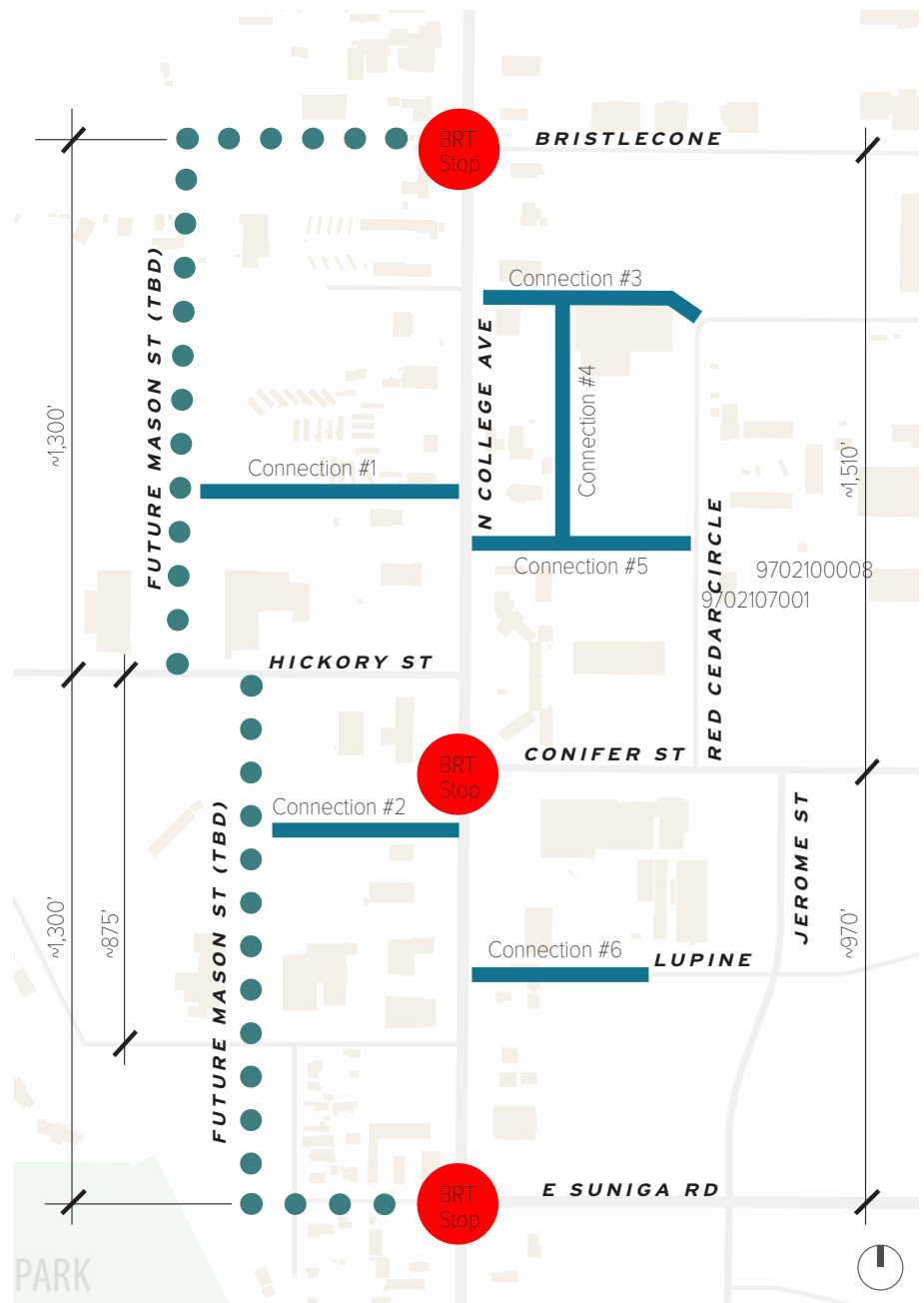
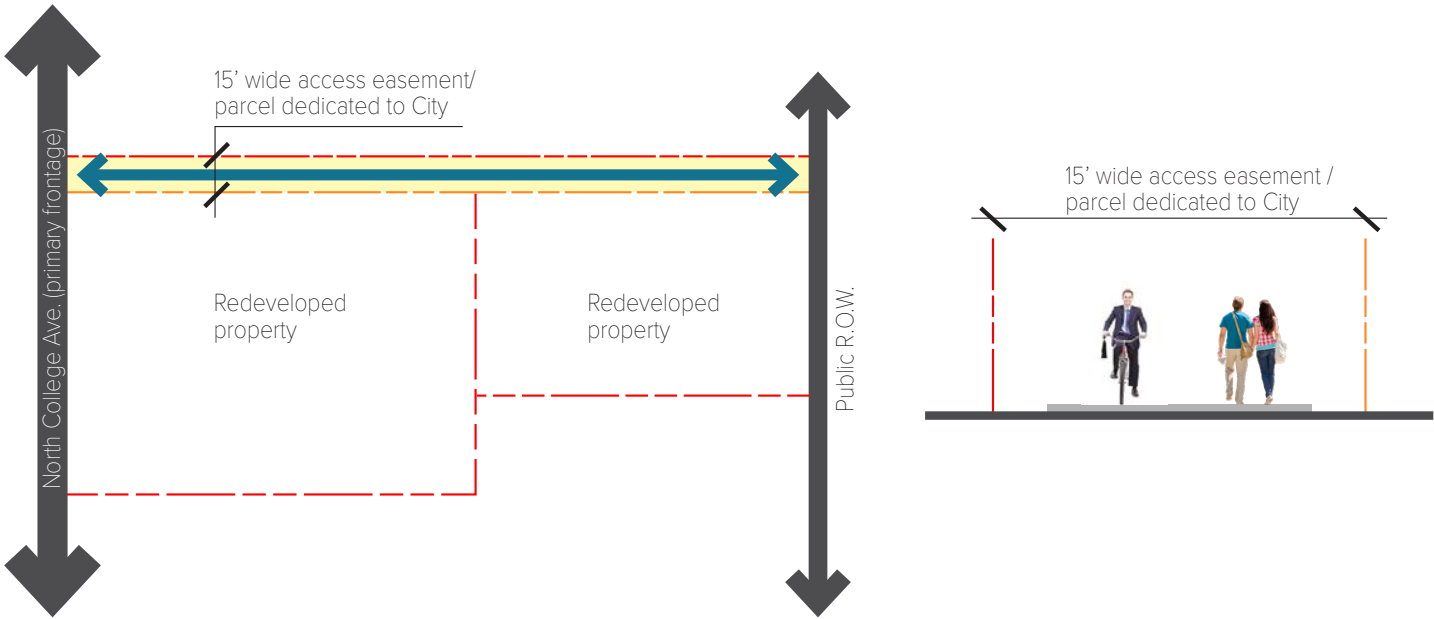


Figure 27: Example Multi-Modal Connection Plan and Section



ESTABLISH OUTDOOR SPACE REQUIREMENTS

Within the North College Avenue TOD Overlay Zone, outdoor spaces should be more urban in form with plazas, courtyards, and rooftop spaces. These types of outdoor spaces allow for gathering and refuge to activate the streetscapes and create visually appealing areas within developments. Naturalized/vegetated open spaces within the North College Avenue TOD Overlay Zone will be accomplished with the regional detention areas. **Figure 28** and **Figure 29** provide examples of how these requirements could look.

Figure 28: Example Open Space Configurations

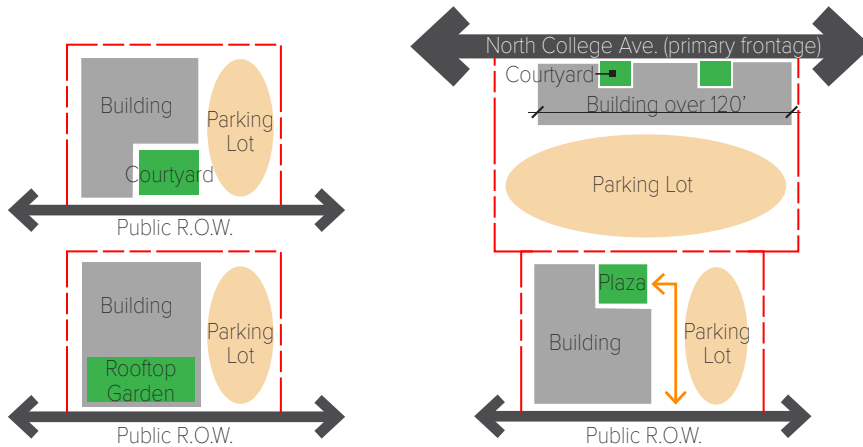


Figure 29: Example of Courtyard



RECOMMENDATIONS:

- Courtyards oriented to the primary public right-of-way on all multi-family buildings over 120-feet in length along right-of-way
- Open space credit for roof top amenities with permanent vegetation that is oriented towards the right-of-way
- Connecting walkways that have enhancements such as plazas and courtyards interior to the site
- Consider reducing the amount of open space requirements in the event that regional detention areas are created

Figure 30: Comparison of Architectural Character Images (“More of This” vs. “Less of This”)**More of This****Less of This**

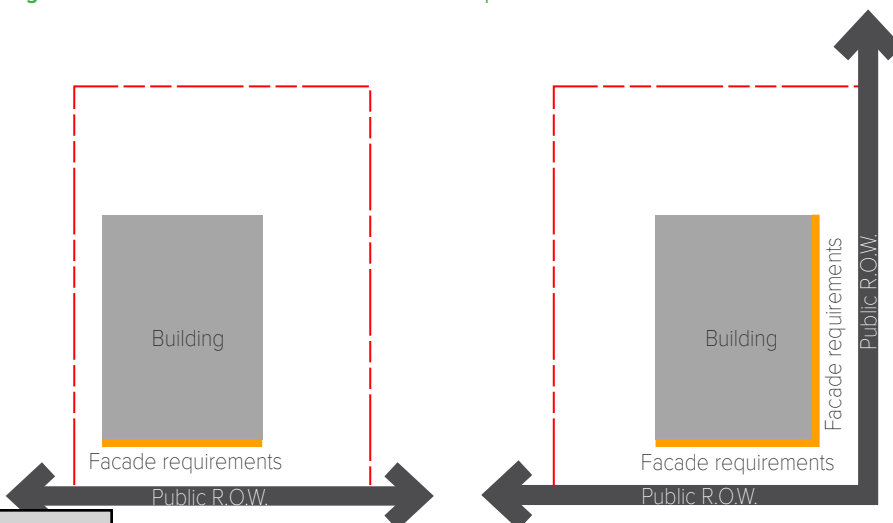
REFERENCE RIVER DOWNTOWN REDEVELOPMENT (RDR) ARCHITECTURAL STANDARDS

Currently architectural standards emphasize material changes and vertical articulation that generally create a complex aesthetic/appearance while increasing construction costs. In addition, all four sides of a building need to meet the materiality and articulation requirements which increase costs.

In order to encourage affordable/attainable housing and create a more simplified building aesthetic the architectural recommendations from the Fort Collins R-D-R, River Downtown Redevelopment Zone District should be referenced for the North College Avenue TOD Overlay Zone.

RECOMMENDATIONS:

- Reference Fort Collins R-D-R, River Downtown Redevelopment Zone District Architectural Design Guidelines
- Focus on street facing elevations for facade requirements (**Figure 31**).
- Reduce requirements for building articulation along horizontal planes.

Figure 31: Location of Architectural Facade Requirements

CREATE INCENTIVES TO PRESERVE EXISTING COMMERCIAL BUILDINGS AND RENTAL RATES

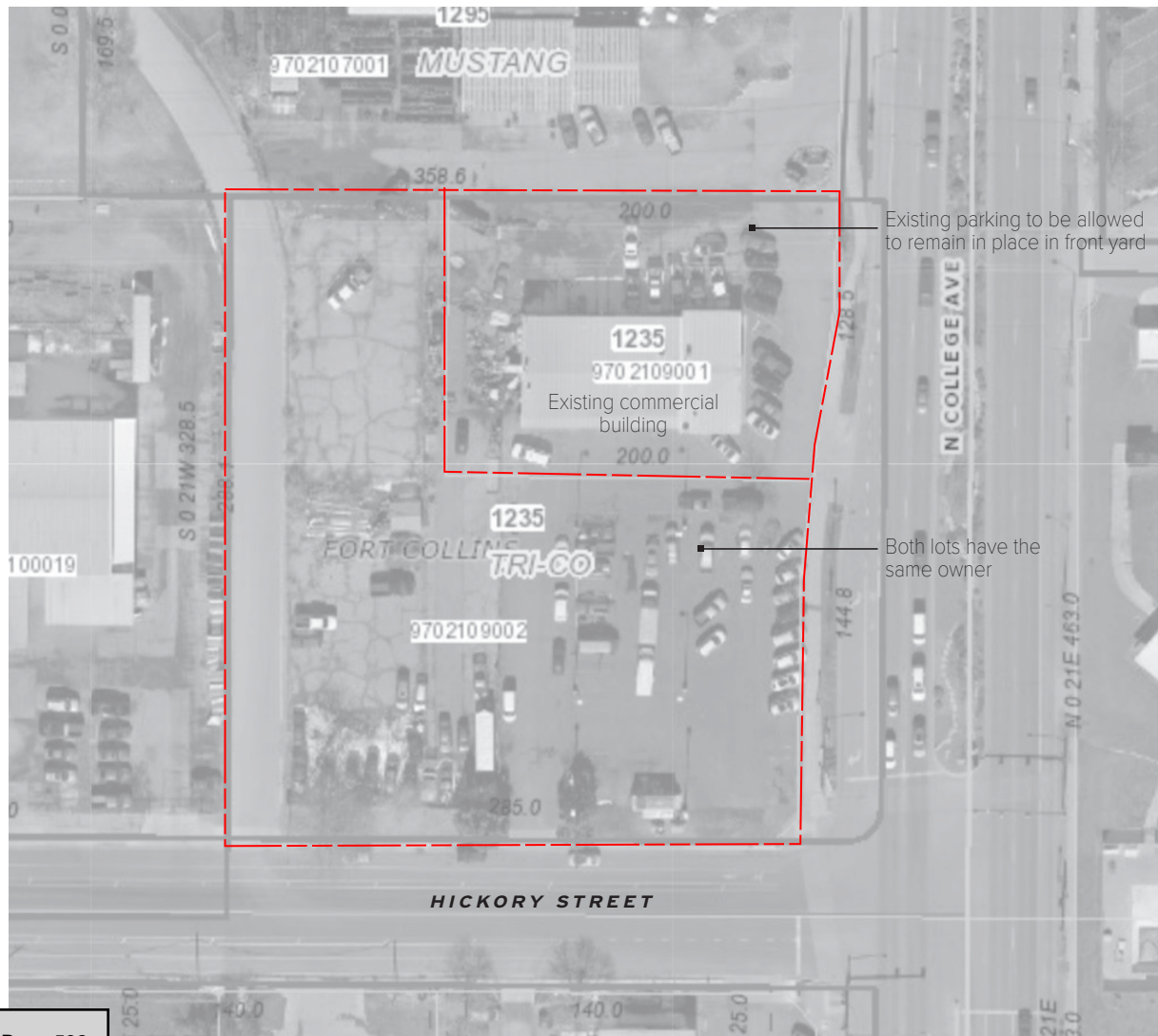
Community outreach has indicated a preference to preserve the existing businesses and commercial diversity that is due to the lower rents that are more common in this area. There is concern that redevelopment will increase rent costs and increase the likelihood that existing businesses could be displaced.

On properties where it is desired to preserve existing commercial buildings for the types of existing uses in the area, flexibility should be provided in order to maintain the existing building and allow for new development to occur.

RECOMMENDATIONS:

- Continue to allow case-by-case consideration of requirements for property upgrades “to the extent reasonably feasible”. Example of such would be adaptive re-use of an existing hotel/motel becoming multi-family
- Capture lower commercial rental rate in development agreement, similar to affordable housing deed restrictions

Figure 32: Possible Redevelopment while Retaining Existing Businesses







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Strategies for Preserving & Increasing Affordability

Strategies for Preserving & Increasing Affordability

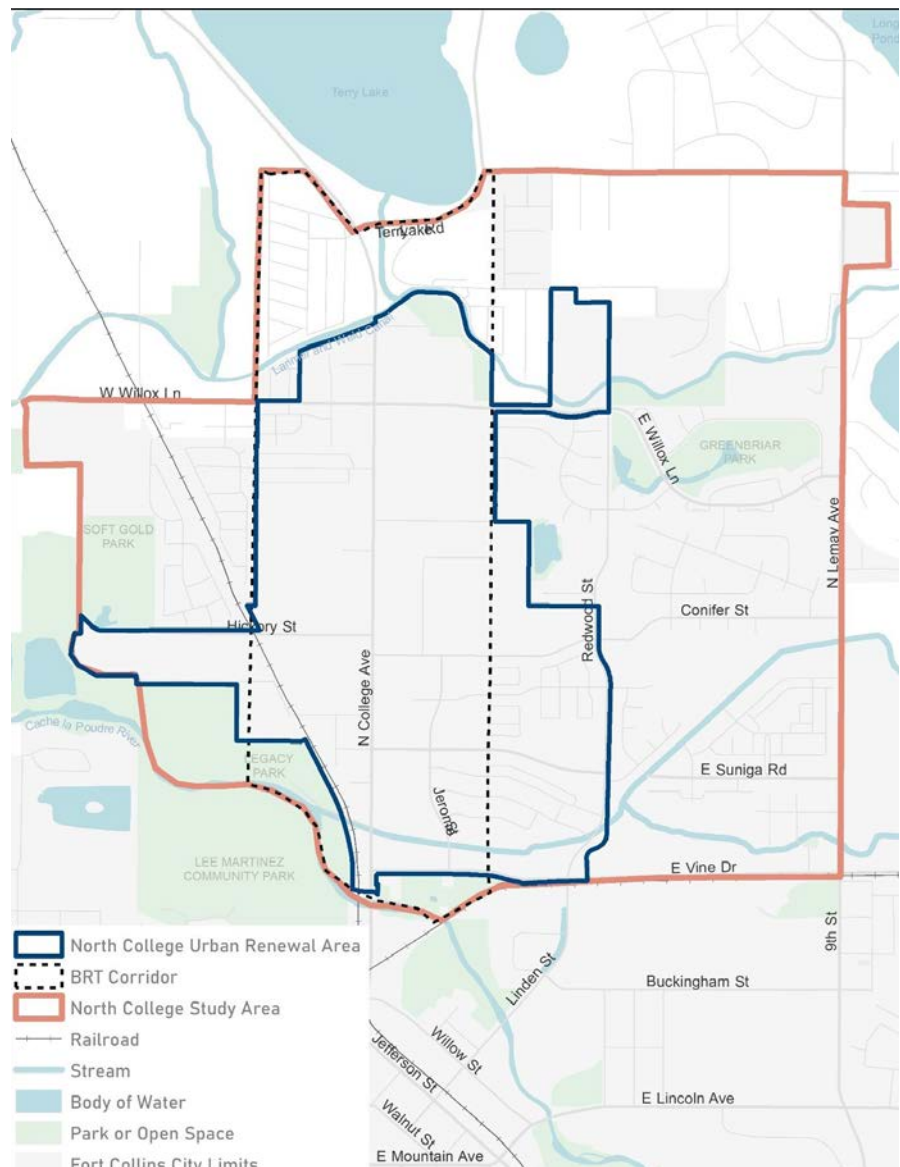
Currently the North College area is one of the most affordable neighborhoods in the city with a diverse population, including a higher percentage of Hispanic residents (44 percent) in comparison to the rest of Fort Collins' as a whole (12 percent).

The new growth occurring on the corridor has raised concerns among existing residents and businesses about the impacts of gentrification and displacement. These issues were identified through the public input gathered by this project.

This section addresses land use and development implementation strategies to improve opportunities for TOD in the North College corridor. The study area is largely contained in the North College Urban Renewal Plan Area (URA) (Figure 33) which has a focus on addressing infrastructure deficiencies and promoting redevelopment of underutilized land. Over the last 15 years, there has been a significant amount of private infrastructure investment and related private development.

Previous studies conducted by the URA as well as this TOD land use analysis have identified additional redevelopment sites with the potential for TOD-supportive medium to high density housing. The development of these properties is currently inhibited by infrastructure deficiencies, particularly the

Figure 33: North College Urban Renewal Area



lack of regional stormwater detention and the lack of local street access on the west side of North College Avenue. Addressing these infrastructure deficiencies should therefore be a priority to continuing redevelopment and growth in the corridor.

The implementation recommendations therefore seek to balance the objectives of supporting additional development and density with protecting existing affordable housing, supporting locally owned businesses, and providing future opportunities for low- and middle-income residents and employers.

AFFORDABLE HOUSING STRATEGIES AND INCENTIVES

The additional strategies for encouraging new development while maintaining and increasing affordable housing in the corridor are outlined below. As an overarching goal, it is recommended that the City establish an affordable housing goal for the study area that can be applied to future development proposals and requests for financial assistance. **An overall goal of 30 percent affordable at 80 percent AMI or below for for-sale housing and 60 percent AMI or below for rental housing is recommended,** which would be support strategies outlined in the Housing Strategic Plan. The 30 percent goal is based on the on the existing housing stock in the area which is 32 percent affordable which includes the mobile home parks and the Village on Redwood. This 30 percent affordable goal aims to maintain the current levels of affordability in the area into the future.

RECOMMENDATIONS:

Preservation of Mobile Home Parks

The City has already taken an important step in maintaining the affordable housing inventory in the corridor by rezoning the existing Hickory mobile home park to Manufactured

Housing District (MH). The other mobile home park in the North College area, North College Mobile Home Park, is currently zoned as Low Density Mixed-Use. To help maintain the existing affordable housing inventory in the corridor, the North College Mobile Home Park is also recommended to be rezoned to MH. This zoning action would give greater protection to this inventory of affordable housing and would require a landowner or developer to rezone the property if it were to propose redevelopment.

Land Bank

Another important step towards affordable housing was the acquisition of a 5-acre parcel at 1475 North College Avenue by the Fort Collins Land Bank to be held for a future affordable housing development. The Land Bank Program was established in 2001 to purchase properties in the path of development that, due to a lack of infrastructure or other constraints, could be acquired at a discount; and when the properties appreciate in value five or more years later, sell them below market value to allow for the development of affordable housing. The program can sell properties at a maximum of 90 percent of market value, although many land bank properties have sold at a much higher discount. The North College Avenue site in the BRT Corridor is expected to redevelop into 75 affordable housing units in the future. This property lacks access to North College Avenue and will need to be aggregated with other properties or gain easement access, or access to the recommended realignment of Mason Street, before development can occur.

The existing City Land Bank Program can be used to acquire additional properties for affordable development. As noted, the corridor is one of the more affordable areas of the city and some properties may not be currently feasible for development given existing infrastructure constraints. There may therefore be opportunities to acquire additional properties at a discounted price for future development.

CASE STUDY WHEAT RIDGE URA AFFORDABLE HOUSING

In recent years, URAs throughout the state have been using URA funds to support the development of affordable housing. URAs have started to make it a priority to provide gap financing for projects within their boundaries that include affordable housing. A recent example took place in Wheat Ridge, CO where Renew Wheat Ridge, the City's URA program, provided TIF funds to support the conversion of an older 108-room hotel into 97 multifamily units for workforce housing. The new residential development, Prospect Park Apartments, includes studio, 1-, and 2-bedroom units at rental rates below market rate for the local workforce. It also has residential amenities with a fitness room, co-working space, storage units, and dog park. The developer received financial gap assistance from the URA to provide the additional improvements and amenities. The City and the developer worked together to create an affordable housing development that met the standards of the City with below market rents, exterior improvements, and residential amenities. The hotel conversion cost approximately \$10.7 million to develop and received \$400,000 in public subsidy as a TIF reimbursement.

NORTH COLLEGE URBAN RENEWAL AUTHORITY

The North College Urban Renewal Authority (URA) was established in 2004 and encompasses most of the North College MAX BRT Corridor. The URA has 7 years left to generate and collect tax increment financing (TIF) dollars from new development and redevelopment within the URA boundaries. The URA has approximately \$20 million of TIF funds that must be used before the URA expires in 2029 to support specific priorities within the plan area. Any remaining funds at expiration will be remitted back to each taxing entity. The URA is not a durable long-term source of funding, but it can support specific projects and goals before its expiration.

The North College URA adopted a Community Investment Plan in 2020 that provides guidance on how to invest unpledged TIF dollars through the duration of the URA. The Plan identifies three main priority areas:

- Complete, Vibrant Neighborhood
- Community Hub
- Infrastructure Improvements

Each priority area includes an investment plan with short-, medium-, and long-term strategies and a recommended revenue allocation. Specific recommendations from the Community Investment Plan also support affordable housing strategies and incentives included in this section such as, small business support, acquire property for redevelopment, repayments fund community objectives, forge development partnerships, continue and complete infrastructure projects, and fund legacy projects.

The following sections provide specific actions recommended for the URA in support of the Community Investment Plan and redevelopment that includes affordable housing.

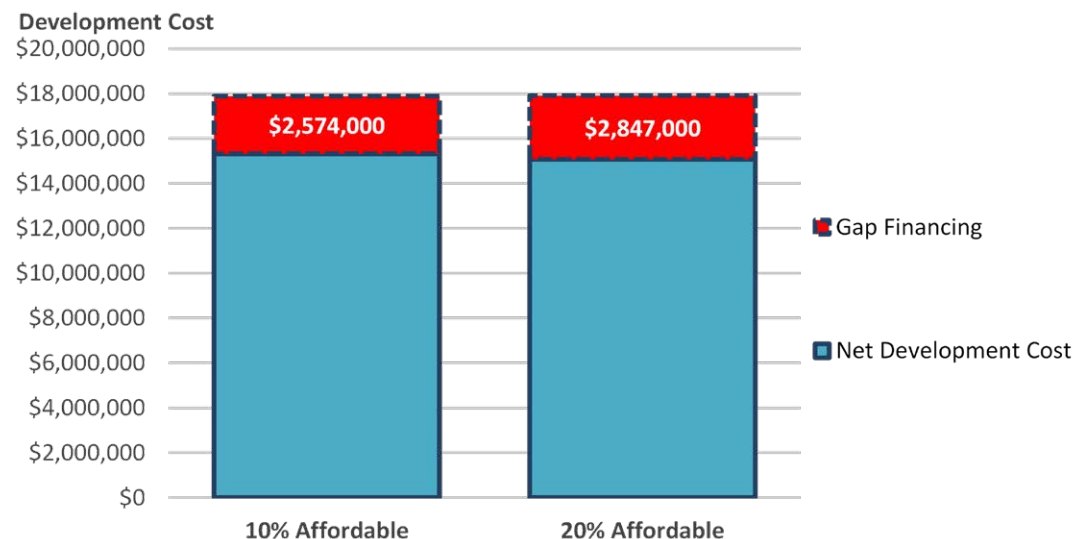
RECOMMENDATIONS:

Gap Financing for Affordable Housing

The City of Fort Collins URA has prioritized commercial and mixed-use developments. It is recommended that the North College URA provide gap financing for more residential developments that meet the affordable housing goals for the corridor.

The amount of gap financing required for residential projects with a percentage of affordable units is estimated below in **Figure**

Figure 34: Estimated Gap Financing Required for Affordability



34. The estimates are based on a 5-story multifamily project with 65 rental units. Two scenarios were tested with 10% affordable units (7 units) and 20 percent affordable units (13 units). Both scenarios apply the TOD Overlay recommendations of increased density to 5-stories and parking reductions for affordable housing developments. Each scenario requires a subsidy to reach a developer return within industry standards. The 10 percent affordable scenario requires approximately \$2.6 million in subsidy or \$40,000 per unit, which is about 13 percent of the total development costs. The 20 percent affordable scenario requires approximately \$2.9 million in subsidy or \$44,000 per unit, which is about 16 percent of the total development costs.

Key Infrastructure Projects

The west side of North College Avenue has various detriments for development due to the lack of key infrastructure. Regional stormwater improvements are needed to allow for new development of significant density and scale. Additionally, there are multiple sites that lack street frontage or connection to North College Avenue and require street connections or easements. The URA could provide funding to support stormwater, and street connections to help catalyze development on the west side of North College Avenue. The proposed Mason Street Extension is a key infrastructure project that would improve access for parcels west of North College with a future intersection at Bristlecone Drive with a traffic signal on North College Avenue. Additionally, the City owns a parcel west of North College Avenue that has plans for stormwater improvements that would benefit surrounding properties in the area. It is recommended to continue to invest in regional stormwater solutions and street accessibility improvements for the west side of North College Avenue.

New URA Plan

The City should consider creating a new urban renewal plan in the North College corridor to implement the recommendations of the existing URA plan and this study beyond its

the 2020-2045 time period will not support BRT investment unless development forecasts and area densities are increased. The feasibility of a new urban renewal area and plan should be explored through discussions with each taxing entity. With the revised state statute, C.R.S. 31-25-107 (3.5), each taxing entity must agree to inclusion in the tax increment financing (TIF) and a county impact report is required. Additionally, a new blight study and plan is required to establish a new URA. It is recommended to focus on areas of the corridor where redevelopment is desired, require significant infrastructure investment, and have plans for development.

Metro Districts

Larger development projects may seek to use a metro district to pay for project infrastructure costs. Fort Collins has modified its metro district service plan policies to require districts to provide “extraordinary public benefits” to be approved. These benefits can fall into the categories of Environmental Sustainability, Critical Public Infrastructure, Smart Growth Management, and Strategic Priorities, and for which there is an overall scoring system. This last category includes items such as Affordable Housing, Infill Redevelopment and Economic Health Outcomes that are applicable to the goals of this plan. A number of recently approved metro districts successfully gained affordable housing at 80 percent AMI or below (listed below). All of these developments were approved by a different iteration of the City’s metro district service plan policies, but illustrate how affordable housing goals can be met.

- Montava - 4,400 units with 10 percent being affordable (440 units)
- Waterfield - 498 units with 10 percent being affordable (50 units)
- Northfield - 442 units with 15 percent being affordable (63 units)

Additional projects in the corridor seeking metro district approvals should be required to provide affordable housing consistent with the recommended area goals.

CASE STUDY - OLDE TOWN ARVADA URA

The Arvada Urban Renewal Authority was created in 1981 and the City Center Plan Area was designated at that time. The Plan addressed building, façade, and streetscape improvements in the historic Olde Town commercial district. The Plan also assembled 26 acres of blighted land next to Olde Town that was redeveloped with infill housing. The City Center URA Plan Area expired in 2006. The City formed the Olde Town Station URA Plan Area in 2009 to address development and infrastructure needs in anticipation of the opening of the RTD Commuter Rail line and Olde Town station. The focus of the new URA was station improvements including a P3 with City, URA, and RTD to build a parking structure at the station and to support the transit-oriented development on the former RTD surface parking lot as well as adjacent private properties. Establishing the new URA required a blight study to define a boundary of eligible properties. It is a much smaller plan area but does overlap with a portion of the previous plan area.

CASE STUDY - ENGLEWOOD SMALL BUSINESS GRANTS

The City of Englewood has a Business Initiation grant program that provides grants of up to \$5,000 for a storefront business in a commercial district. The City also provides a Business Acceleration Grant of up to \$10,000 for permanent improvements to existing businesses in operation for 2+ years. In both cases, applicants must complete a business training program with SBDC and develop a business plan.

LOCAL COMMERCIAL STRATEGIES AND INCENTIVES

This section addresses strategies and incentives for commercial development, specifically balancing redevelopment and revitalization of commercial properties with the preservation of locally owned and operated retail and service businesses. A particular challenge is the preservation of local small businesses along North College Avenue, which has been magnified and compounded by the pandemic. Locally owned and locally serving retail, restaurants, and service businesses support local households and the quality of life in the community. The following strategies and incentives are recommended to help support local businesses in the area.

RECOMMENDATIONS:

New and Emerging Business Grants

Most of the available grants and loans are focused on improvements to commercial properties. It is more challenging to provide incentives to individual businesses. The primary sources of small business assistance are Small Business Development Centers (SBDC). SBDCs are a partnership of state (Colorado Office of Economic Development and International Trade), federal (Small Business Administration), and local (chambers and economic development corporations) organizations. Larimer SBDC is in Fort Collins and serves Larimer County. Some cities also provide small startup grants while others establish a revolving loan program (RLP). Fort Collins had a RLF that was established a few months prior to the pandemic, however it was suspended at that time. It is recommended the City consider bringing this program back or refocus it as grants instead of loans similar to the City of Englewood program described in the case study on this page.

Building Improvement and Redevelopment Incentives

The City and/or URA can provide grants and loans to local property owners and businesses for site and building improvements. This funding could be used for property improvements such as streetscapes, walkways, landscaping, façade repairs and enhancements, new signage, and other building upgrades to enhance the state of repair and aesthetics of businesses in the area. In 2017 and 2018, the URA offered a façade improvement program that no one took advantage of. If this or a similar program is brought back, additional promotion and education would be needed to encourage its use and effectiveness. Additionally, public assistance can be provided to support redevelopment projects including property acquisitions and gap financing using tax increment financing (TIF) to make a desirable project feasible.

Multicultural Business & Entrepreneur Center

The Multicultural Business & Entrepreneur Center (MBEC) is a free bilingual (English & Spanish) center that provides business owners and entrepreneurs easy access to business service providers, resources, mentorship and specialty training. It also connects them with critical resources to create, launch and grow a business in Fort Collins.

Capital Projects Business Liaison

This is a new position at the city who will work on the construction toolkit and help provide coordination and consistency across the city when it comes to projects that impacts businesses.

Commercial Lease Strategies

Commercial lease strategies can be used by property owners to support local businesses and mitigate the impact of high lease rates on tenants. These strategies would need to

be encouraged and potentially subsidized by the City to support and preserve economic development. Commercial lease strategies include percentage rent leases, graduated lease rates, and short-term leases.

Percentage Rent Leases

The rent paid by the tenant is based on a percentage of the sales made by the business. This often includes a base rental rate that is a reduced triple net (NNN) lease rate and can cover taxes, insurance, and maintenance. In addition to the base rate, a percentage of the revenue from sales above a set base level is paid as rent. This lease strategy works best for businesses with revenue tied directly to sales such as restaurants and clothing stores.

Graduated Lease Rates

A graduated lease can attract and support new businesses. The graduate lease structure increases rental rates as the business grows and becomes more viable. For example, a base rate in year 1 covers the costs of space (utilities, taxes, insurance, and maintenance) and then the rental rate increases annually as the business grows.

Short Term Leases


A short-term lease is typically for six months to a year and is great for pop-up businesses or incubator/start-up businesses. The rental rate is much lower than the market rate and is usually provided while recruiting a longer-term tenant.

Flexible Incubator Space

A business incubator space for local businesses was an idea that came from previous outreach done by the city to inform future Urban Renewal Authority investments. A flexible business incubator could provide space for new local businesses to get started or could be a temporary space for businesses that are displaced by redevelopment in the North College area. For displaced businesses the space could serve as a temporary location until they are able to move back to their original location once redevelopment is finished. A business incubator could be a space owned and managed by the city or an existing non-profit or could be a program of rent subsidies for local businesses displaced by redevelopment until they can return to a permanent space.







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Summary of Recommendations & Tracking Performance

Summary of Recommendations & Tracking Performance



Table 4 displays a summarized list of all the recommendations included in this plan organized by the subject of recommendation and whether the recommendation is near-, mid-, or long-term.

Table 4: Summary of All Recommendations

Recommendation Type	Phase	Recommendation
Transportation	Near-Term	 Fixed-route Transit Realignments: <ul style="list-style-type: none"> Create new high-frequency bus route on North College Avenue within existing general-purpose lanes at 15-minute frequency Realign route 8 on Blue Spruce Drive, Redwood Street, and Linden Street at 30-minute frequency Eliminate route 81
		 Micro-transit Zone
		 Consolidate existing local bus stops into new MAX stations at signalized intersections (with basic amenities such as shelters, benches, trash cans, and pedestrian scale lighting)
		 New shared use path on the west side of North College Avenue (between the canal and Hibdon Court)
		 Adopt amendments to the Mason Street realignment identified in the Master Streets Plan
		 New signals: Suniga Road, Bristlecone Drive
		 Improved bicycle and pedestrian crossings: Conifer Street/Red Cedar Circle/Jerome Street, Suniga Road/Jerome Street, Vine Drive/Jerome Street, Bristlecone Drive/Red Cedar Circle, Hickory Street/Mason Street
		 New buffered or protected bike lanes: interim protected bike lanes on North College Avenue; Jerome Street, Blue Spruce Drive, and Bristlecone Drive
	Mid-Term	 Business Access Transit (BAT) lanes on North College Avenue
		 Increase bus frequency and service hours: MAX on North College Avenue with 15-minute frequency and route 8 with 15-minute frequency
		 Creation of mobility hub near Willox Lane turnaround
		 Shared-use paths for the length of North College Avenue on both sides of the roadway
		 Fully built MAX stations with multimodal options
		 Bus turnaround north of Terry Lake Road
		 Construct medians south of Conifer Street
	Long-Term	 New buffered or protected bike lanes or shared use paths with planned roadway connections: Mason Street, Red Cedar Circle
		 Increase bus frequency to 10-minutes; re-evaluate feasibility and benefits of interlining MAX on North College Avenue with MAX on Mason Street

Recommendation Type	Phase	Recommendation
Development Requirements	Near-Term	Establish North College area specific TOD Overlay
		Modify residential setback from College Ave
		Increase building height allowance
		Establish connectivity requirements
		Establish outdoor space requirements
		Establish requirements for building dominant block faces
		Adjust Architectural Standards
	Mid-Term	Provide regional detention and reduce LID requirements
Strategies for Preserving & Increasing Affordability	Near-Term	Identify opportunities to use the Urban Renewal Authority's financing tools to encourage affordable development in the area
		Require metro districts created for large developments to provide specific and considerable public benefits
		Rezone the North College Mobile Home Park to the Manufactured Housing District
		Continue to leverage the city's existing land bank
		Establish an affordable housing goal for the study area
		Encourage and subsidize commercial lease strategies where appropriate
		Develop new and emerging business grants for local businesses
		Provide incentives for building improvements and redevelopments for local businesses



TRACKING PERFORMANCE

As the recommendations in the North College MAX BRT Plan are implemented, tracking the performance of improvements will be important. Tracking different performance measures will help ensure the project is addressing community concerns and serving community needs. Performance measures should measure the effectiveness of improvements achieving the corridor vision and addressing the identified need, both of which are included in the beginning of this document. The following is a list of potential performance measures the City of Fort Collins can track over time to ensure improvements are addressing the needs they were intending to and providing a direction for adjustments if they are not performing up to expectations.

- **Mode-share**

Tracking the percentage of trips by mode made to, from, and within the North College area can be an effective way to measure how convenient and comfortable the multi-modal transportation network is and how well development is serving active modes of transportation. The city can create a target for each mode to see how well improvements to transportation and land use are helping reduce the proportion of people driving alone and increasing the proportion of people using active modes and people taking transit. Changes in mode-share not only reflect the effectiveness of transportation infrastructure but also how the density, urban design, and land use mix of nearby development support transit ridership and active mode use.

- **Crash History**

Improvements to safety in the area can be monitored by tracking the number of crashes in the study area and identifying if they go down significantly after improvements are implemented. This performance measure should also look at the number of crashes involving people using active modes and the number of crashes that resulted in serious injury or death. Tracking crashes by these additional measures will provide more information

about the safety challenges occurring at each location and how well improvements address the different safety concerns.

- **Speed and Reliability of Transit**

Monitoring changes to speed and reliability of bus routes can provide important information about when additional transit improvements are needed (like BAT lanes) and whether implemented projects are successful in improving transit performance. Tracking speed and reliability is very important for people choosing to use transit so monitoring this metric is tied closely to understanding changes in ridership numbers.

- **Surveys**

Regularly surveying transit riders, residents, and employees through on-board surveys or travel surveys can provide valuable information on how well the existing transit system is serving transportation needs, as well as how comfortable and convenient it is to ride. Items to ask transit riders could include:

- » Things that are working well about current transit services
- » Improvements they would like to see to the transit system
- » Challenges they experience accessing transit
- » Needed service changes or new connections they would like to see

- **Affordability**

The city could track the efficacy of different affordability policies by tracking prices of for sale and for rent homes and retail space in the North College area and creating targets for the proportions of property that fall into different affordability ranges. This would allow the city to understand if adopted policies and new developments are helping create a healthy mix of options for people of different income levels wanting to live or operate a business in the area. An overall goal of 20 percent affordable at 80 percent AMI or below for-sale housing and 60 percent AMI or below for rental housing is recommended.

Appendix A

Public Engagement Summaries

Appendix B

Existing Conditions Report

Appendix C

Alternatives Analysis Report

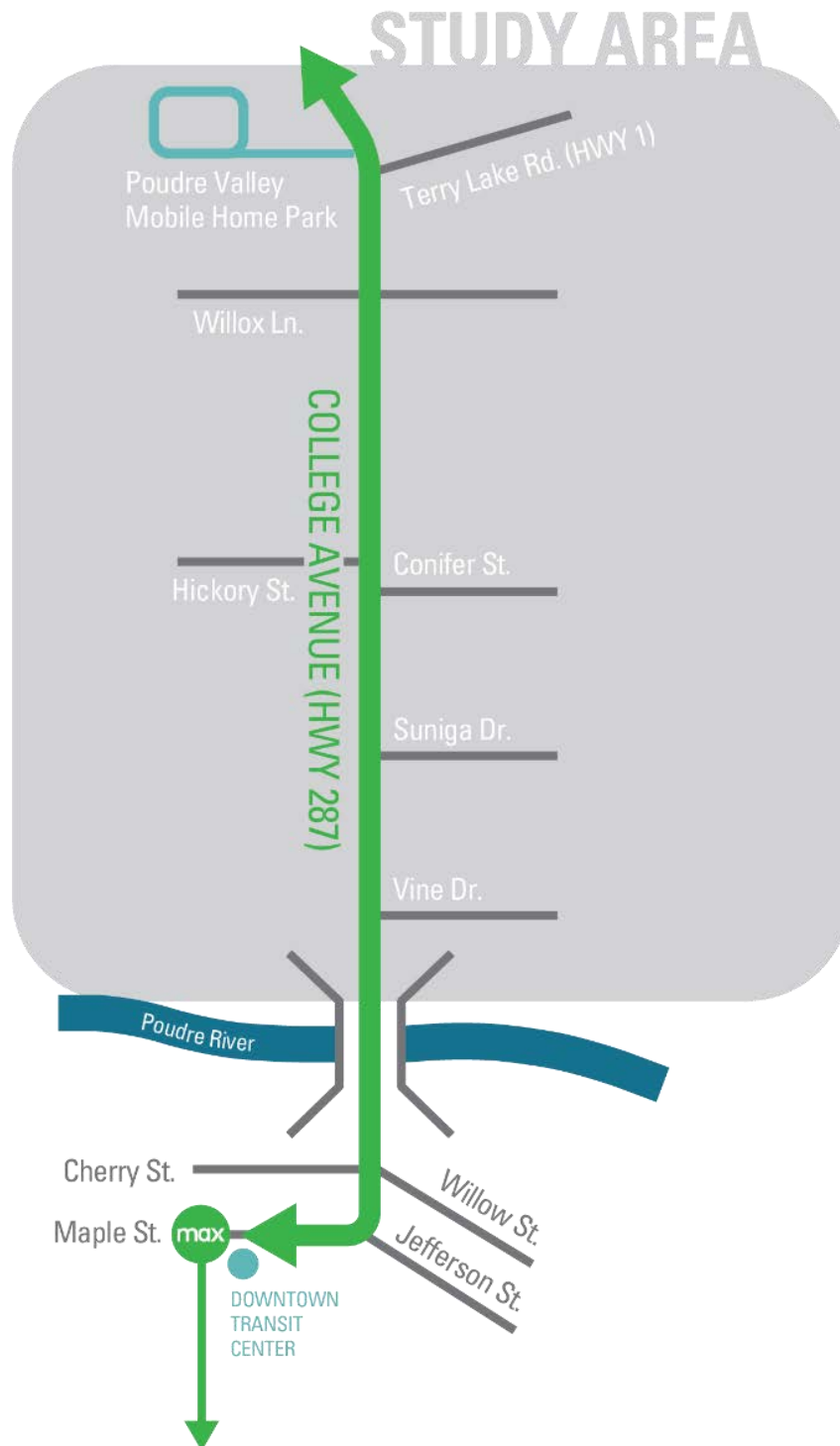
Appendix D

North College Roadway Design Cutsheets

Appendix E

Conceptual Estimate of Project Cost for North College Reconstruction

PROJECT PLAN AREA



MINUTES

CITY OF FORT COLLINS • BOARDS AND COMMISSIONS



TRANSPORTATION BOARD

TYPE OF MEETING – REGULAR

October 19, 2022, 6:00 p.m.
Virtual Meeting Via Zoom

FOR REFERENCE:

Chair:	Indy Hart
Vice Chair:	Cari Brown
Council Liaison:	Emily Francis
Staff Liaison:	Aaron Iverson

1. CALL TO ORDER

Chair Hart called the meeting to order at 6:00 PM.

2. ROLL CALL

BOARD MEMBERS PRESENT:

Indy Hart, Chair
Cari Brown, Vice Chair
York
Jerry Gavaldon
Rob Owens
Jess Dyrdaahl
Nathalie Rachline
Ed Peyronnin

CITY STAFF PRESENT:

Seth Lorson

PUBLIC PRESENT:

James Burtis

BOARD MEMBERS ABSENT:

Stephanie Blochowiak

Members introduced themselves to new member Ed Peyronnin and he discussed his work history and interest in transportation.

3. AGENDA REVIEW

Iverson stated there were no changes to the published agenda.

4. CITIZEN PARTICIPATION

None.

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5. APPROVAL OF MINUTES – SEPTEMBER 2022

Gavaldon made a motion, seconded by York, to approve the minutes of the September 2022 meeting as amended to clarify a comment by Rachline and to make changes suggested by York. The motion was adopted unanimously with Peyronnin abstaining.

6. UNFINISHED BUSINESS

None.

7. NEW BUSINESS

a. North College MAX Bus Rapid Transit Study – Seth Lorson

Seth Lorson, Transit Planner, stated the main purpose of this project was to create a plan to extend the MAX line to North College Avenue while also looking at improving bicycle and pedestrian connections and encouraging transit-oriented development. He noted the section of road was identified in the 2019 Transit Master Plan as a place for expansion of the MAX bus rapid transit line. Additionally, creating a plan for North College Avenue is consistent with several other City strategies and policies, including Our Climate Future and equity and inclusion goals.

Lorson discussed the three phases of development of the plan and provided information on the equity and engagement working group which was formed at the beginning of the process. He outlined the outcomes of the public involvement process and discussed the recommendations, including having a phased implementation of the plan. He stated the near-term recommendations include placing the MAX on North College Avenue in existing travel lanes at 15-minute headways with a turnaround on the Willox roundabout, creating new bus stops that are coupled at signalized intersections, removing route 81, retaining route 8 at 30-minute headways, creating an innovation zone of micro-transit in areas that are not as close to transit corridors, creating protected bike lanes on North College Avenue, creating a parallel low-stress network, and creating a shared-use path on the west side of North College Avenue north of Hibdon.

Regarding land use, Lorson stated the Transit Master Plan and this plan identify what residential densities and related employment would correlate with certain transit services. He stated there is a recommendation to create a transit-overlay zone to reduce parking requirements and provide incentives for higher-density and affordable housing developments. Additionally, Lorson noted the Master Street Plan will be amended as it currently shows North Mason Street going through the North College Mobile Home Park.

Gavaldon asked if there is data on the groups visited and surveyed as part of the public outreach, specifically whether the Tres Colonias community was contacted. Lorson replied one of the plan appendices lays out the specifics about which groups were surveyed and Tres Colonias neighborhoods were engaged, per Gavaldon's earlier

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suggestion.

Rachline suggested route 8 headways should be more frequent than 30 minutes given the services along Blue Spruce. Lorson noted that is recommended to be more frequent as service builds in the area.

Gavaldon commented on heavy truck traffic along North College Avenue and suggested including trucks in the graphic to help illustrate the need for a protected bike lane.

Lorson stated the conditions in the area will be examined to help trigger the mid-term improvements, including higher bike ridership, increased traffic stacking at intersections, higher population density, or a CDOT project. He stated the mid-term recommendations for transit include creating a business access transit (BAT) lane, increasing the frequency of the MAX and route 8 to 15-minute headways, creating a new turnaround at Terry Lake Road, creating a mobility hub potentially in partnership with the URA at the former Albertson's location, and expanding the sidewalk to a 12-foot wide shared path.

Rachline noted the near-term recommendation already stated 15-minute headways for the MAX line. Lorson replied the change between the near-term and mid-term improvements is the formation of the BAT lane. He stated increasing frequency would result from increased ridership that would justify the investment. Rachline commented on the need to invest in an attractive level of service to help increase ridership.

Fehr and Peers, commented on the plan includes a threshold related to the area's population and employment in addition to the ridership threshold. He also commented on the current driver shortage as being a challenge.

Rachline asked about micro-transit plans and whether they are considering Easy Mile type options. Lorson replied staff does not have an exact plan yet; however, on-demand micro-transit is becoming more popular whether the vehicles are autonomous or not. He stated the intention is to provide the service for people outside the transit corridors and currently, monies have been sought to create a pilot and plan for micro-transit service for all areas identified in the Transit Master Plan.

Gavaldon concurred with Rachline's comments regarding providing adequate service prior to expecting increased ridership, particularly noting the population along North College is not as dense as farther south.

Per an inquiry from Gavaldon, Lorson provided additional details on the parallel low-stress network and realignment of North Mason Street. He noted much of the parallel network will happen through redevelopment rather than through capital projects.

York suggested it would make sense to plan for a transit connection for transit moving between Fort Collins and Wellington as that could be a prime corridor for regional transit. Lorson noted that route is also identified in the Transit Master Plan as a regional route. York also commented on the likelihood of the corridor also being utilized by cyclists.

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Lorson went on to review long-term strategies of the plan, including increased frequency to match with the Mason Street MAX line to allow for one-seat rides. He noted the long-term goals primarily relate to the success of the plan and transit and residential/employment growth in the area. He went on to discuss the plan adoption process and timeline.

Chair Hart commended the overall concept, specifically the phased implementation that is triggered based on certain criteria.

Gavaldon expressed concern about some typos and misrepresentations in the appendices and commented on the need to keep the MAX system running consistently across the entire network. Additionally, he expressed concern some of the graphics do not accurately represent the true movement of vehicles and traffic patterns, particularly as they do not include semi-trucks. He stated he sees this as a very long-term plan and offered lukewarm support.

Rachline stated the lack of a one-seat ride does not adequately link North College to the rest of the community. Additionally, she questioned what type of recommendation the Board may be making and what it would mean for Council. Lorson replied the adoption of this plan by Council indicates the City is in support of expanding the MAX to North College and making the additional improvements included in the plan. That adoption will also situate the City to be competitive for grant financing. He discussed the analysis done on interlining the two MAX services. Fehr and Peers noted the analysis showed the one-seat ride will occur once the area gets to the point where it can generate similar productivity to the other portions of the MAX corridor. He acknowledged the desire to see that happen sooner but stated it comes down to cost and available resources.

Rachline stated the one-seat ride is a question of priority and the suggested approach is not logical.

Chair Hart noted there was some discussion in the chat about the Planning and Zoning Commission's review of this plan at a recent work session.

York asked about the planned realignment of North Mason Street noting it shows the route going through an existing business and potentially the rear of the Lyric. He suggested including more details in the presentation moving forward so as to decrease consternation regarding the details of what may be displaced. Lorson concurred and noted the Master Street Plan is typically implemented with the development and redevelopment of property rather than with capital projects to construct new roadways.

Owens commended the phased implementation of the plan and expressed concern the implementation of a one-seat ride immediately without dedicated bus lanes may end up being a detriment to the Mason Street MAX line.

Lorson commented on the recent Planning and Zoning Commission work session discussion. He stated the Commission commended the plan and discussed how

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development in the area can be encouraged.

Iverson noted the Board has made formal motions captured in the minutes for these types of action items in the past and has also written letters directly to Council.

Dyrdahl asked if there is any part of the plan that will reimplement route 81 in conjunction with the rapid transit plan. Lorson replied that was not one of the recommendations; the recommendation is to increase the frequency of route 8 and the North College MAX to 15-minute headways.

York noted this item is not going before Council with a formal vote until February and asked if a motion by the Board is needed now. Lorson requested that action as staff does not anticipate many changes to the plan between now and then and having a schedule is valuable for the North College community which has requested the implementation of this plan.

Gavaldon commented on the Planning and Zoning Commission relying on the views of the Transportation Board. He stated he would prefer to wait on making a motion, but stated he would vote in support with severe reservations due to a weak presentation that needs additional detail and improved graphics.

Chair Hart stated he supports the plan going before Council as written and has no reservations. He stated he would prefer to see some action start to occur rather than having additional discussion.

York asked about the normal lifespan of plans and how often they get revised. Lorson replied a typical subarea plan would be updated every ten to twenty years and this plan is more of a transportation plan that should be implemented with additional necessary details that emerge over time.

Rachline commented on the possibility of a motion that could indicate support for moving forward with the process though she does not necessarily support the plan's current design.

Chair Hart made a motion, seconded by York, to approve the direction in which the plan is moving and that the Board approves of the concept and considerations but would like to see additional detail and attention given to the points included in these minutes if desired when taken to Council.

Dyrdahl commended the phased implementation of the plan and supported the general direction. She noted there will be few changes to the plan and stated there may not be any new information presented to the Board in January that will change any motion made today.

Chair Hart withdrew his original motion and proposed smaller sets of motions.

Chair Hart made a motion, seconded by Owens, that the Transportation Board approves this plan as presented to be presented to Council.

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Gavaldon suggested stacking motions is not the proper procedure. Chair Hart disagreed and stated having dissenting votes is not improper.

The vote on the motion was as follows: Yeas: York, Peyronnin, Dyrdahl, Brown, Owens and Hart. Nays: Gavaldon and Rachline.

THE MOTION CARRIED.

Chair Hart made a motion, seconded by Rachline, that the implementation of the phased plan in the short-term, mid-term, and long-term needs reevaluation. Yeas: Peyronnin and Rachline. Nays: Gavaldon, York, Brown, Owens, Hart and Dyrdahl.

THE MOTION FAILED.

Gavaldon thanked Lorson and Fehr and Peers for their work.

Rachline suggested having Drew Brooks involved in future transit-related conversations.

8. BOARD MEMBER REPORTS

Dyrdahl reported on a recent visit to CSU by the Utah State student government and their trip with ASCSU students on the MAX to Pueblo Viejo. She noted many of the CSU students hadn't previously taken the MAX.

Owens discussed light phasing at Prospect and Shields that leads to left-turn backups. He also commented on the Transfort bus driver shortage and questioned how marketing is occurring, noting it does not show up within the first few listings when searched on Indeed.com (a job listing site).

Peyronnin expressed appreciation for the hard work and deep consideration of issues by the Board.

Gavaldon reported on the last Planning and Zoning Commission work session during which the Active Modes Plan, North College MAX, 15-Minute City Analysis, and 1041 regulations were discussed. He also commented on a Coloradoan article about what to do in the case of an E-bike accident and announced a bike-in movie event at the Museo de las Tres Colonias.

Vice Chair Brown reported on attending the Poudre School District Leadership Program and recent visit to the transportation building. She noted PSD is having a bus driver shortage as well.

Peyronnin reported on work being done by the Campus Bicycle Advisory Committee and City Bicycle Advisory Committee to address the recent Colorado safety stop law in terms of education, enforcement, and data collection.

Rachline reported on debris in bike lanes.

York reported on seeing cleaner bike lanes and stated he did recently see a street sweeper in bike lanes on Laporte Avenue near Poudre High School. He requested a

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future report on the I-25 construction and Poudre Trail connection. He noted Winter Bike to Work Day has been moved to February 10th. He commented on his experience riding the United Airlines bus from the Fort Collins Loveland Airport to the Denver Airport and commented on articles he sent to the Board regarding facilitating fewer trips between Cheyenne and northern Colorado and on making a mode shift to transit a priority.

Rachline commended the agenda only having one topic which helps the Board stay on time with its discussions.

Chair Hart reported on seeing some clear bike lanes and some needing attention, particularly related to debris from accidents. He noted tow truck drivers are supposed to be collecting that debris and suggested more outreach may need to be done in that regard. He also commented on a near accident he had on his bicycle and stated he has reached a point where he has lost faith in his ability to use Transfort citing delays and a lack of reliability.

Gavaldon suggested the Board receive a presentation from Drew Brooks regarding the bus driver shortage.

9. OTHER BUSINESS

a. Bicycle Advisory Committee Report

York reported on the recent BAC meeting during which the North College MAX plan, Vision Zero Action Plan, and a Safe Streets for All Grant were discussed. Iverson noted the grant was safety-focused and will go toward intersection improvements that are aligned with the Active Modes Plan. Additionally, he noted the Vision Zero Plan is set to be discussed by this Board next month.

b. City Council 6-Month Calendar Review

Iverson reported Council will be discussing the 15-Minute City Analysis and the Active Modes Plan at its next work session and will soon be discussing the budget, Active Modes Plan adoption, Vision Zero, sustainable funding sources, and the North College MAX plan.

c. Staff Liaison Report

None.

Chair Hart commended Gavaldon's attention to details and data and stated the debate and discussion only aims to improve transportation in Fort Collins.

10. ADJOURNMENT

The meeting adjourned at 9:00 p.m. by unanimous consent.



David Katz, Chair
Ted Shepard, Vice Chair
Michelle Haefele
Per Hogestad
Adam Sass
Jeff Schneider
Julie Stackhouse

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Fort Collins, Colorado

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**Regular Hearing
November 17, 2022**

Chair Katz called the meeting to order at 6:00 p.m.

Roll Call: Haefele, Hogestad, Katz, Sass, Schneider, Shepard, Stackhouse

Absent: None

Staff Present: Everette, Yatabe, Sizemore, Myler, Schumann, Mapes, Geary, Dinger, Axmacher, Claypool, Vonkoepping, Hahn, Mounce, Lorson, Lindsey, Kleer, Longstein, and Manno

Chair Katz provided background on the Planning and Zoning Commission's (Commission's) role and what the audience could expect as to the order of business. He described the following procedures:

- While the City staff provides comprehensive information about each project under consideration, citizen input is valued and appreciated.
- The Commission is here to listen to citizen comments. Each citizen may address the Commission once for each item.
- Decisions on development projects are based on judgment of compliance or non-compliance with city Land Use Code (Code).
- Should a citizen wish to address the Commission on items other than what is on the agenda, time will be allowed for that as well.
- This is a legal hearing, and the Chair will moderate for the usual civility and fairness to ensure that everyone who wishes to speak can be heard.

Agenda Review

CDNS Director Sizemore reviewed the items on the Consent and Discussion agendas, stating that all items will be heard as originally advertised.

Public Input on Items Not on the Hearing Agenda:

None noted.

Consent Agenda:

1. Draft Minutes from September 15, 2022, P&Z Hearing
2. Draft Minutes from September 28, 2022, P&Z Extra Hearing
3. 3-Mile Plan Update
4. North College MAX Plan
5. Wireless Land Development Code
6. 2023 Commission Work Plan
7. Recommendation for Proposed Remote Meeting Code Changes

Public Input on Consent Agenda:

None noted.

Chair Katz provided a final review of the items on the consent agenda and reiterated that those items will not have a separate presentation unless pulled from the consent agenda.

Member Stackhouse made a motion that the Planning and Zoning Commission approve the Consent agenda for the November 17th, 2022, Planning and Zoning Commission hearing as originally advertised. Member Haeefele seconded the motion.

Vote: 7:0.

Vice Chair Shepard noted there is a great deal of information in the Commission's packet online about the policy changes adopted in the Consent Agenda, particularly the North College MAX Plan and Wireless Telecommunication Policy.

Discussion Agenda:

8. Powerhouse 2

Project Description: This Project Development Plan (PDP) proposes to develop a research and office building to promote climate and energy sustainability related to the existing Powerhouse development in the historic power plant building on North College Avenue.

Recommendation: Approval

Staff and Applicant Presentations

Clark Mapes, City Planner, addressed some issues that were discussed at the Commission's work session.

Regarding how street trees along Vine can best provide scale for such a large building, Mapes noted tree species will be selected at the time of final plan and attention will be given to the scale during that process. He stated the applicants will address the question as to whether office use parking requirements are sufficient. Regarding the proposed gated emergency-only access entry on College Avenue, Mapes noted it is set well back from the street and the access connection to the street and across the sidewalk is interlocking pavers. Additionally, he noted the gate is a simple design that should blend with the landscaping. He stated this option was proposed as opposed to right-in, right-out only access because the latter would require an access permit from CDOT which may not match standard spacing requirements.

Bryan Willson, Powerhouse 2 Innovation Leader, discussed the linkage between this project and Colorado State University and outlined the history of the existing powerhouse building. He discussed the focus of the use of the building being on energy, noting energy studies have impacts on global carbon emissions which need to be

addressed in an urgent fashion. He discussed the goals of Powerhouse to address the five areas that are forcing climate issues: electric power production, transportation, industry, agriculture, and buildings.

Mr. Willson outlined the plans for Powerhouse 2, which he referred to as the decarbonization campus, and detailed various projects that will be undertaken.

Roger Sherman, BHA Design, outlined the City plans that apply to the development area and discussed the ways in which the project meets those plans and goals. He discussed the extra bicycle parking being provided, detailed the design of the solar array which will cover 101 parking spaces, and provided information on the natural habitat buffer zones.

Bob Hosanna, Neenan Company, stated 40% of the carbon emissions in the world are from buildings and he detailed the ways in which this project will address those concerns, including the use of mass timber rather than steel. He discussed the proposed materials, which are similar to Powerhouse 1, and the massing of the building. He noted the modification request for height is being presented due to the need for bus service in the building. He noted there are no classrooms in this facility.

Mapes commented on the intent for the green edge street frontages being completely met by the plan and building placement. He noted much of the building is lab space, which does not have a designated parking requirement in the Code; therefore, the general office parking requirements were used, and a modification has been requested.

Vice Chair Shepard asked if the natural habitat buffer zone on the north side will be irrigated to establish plantings. Mapes replied in the affirmative and stated that it has become standard practice.

Public Input (3 minutes per person)

Jennifer Spencer expressed support for the project and its design. She stated all of her concerns have been addressed.

Mike Freeman, Innosphere Ventures CEO, discussed Innosphere's role in this innovation district and expressed support for the project.

Commission Questions / Deliberation

Vice Chair Shepard thanked staff and the applicant for looking into making the emergency access a right-in, right-out and stated he understands why CDOT may be reluctant to grant that access.

Chair Katz asked about the required 50-foot buffer which seems to be 35.5 feet. Mapes replied the buffer varies from approximately 24 to 57 feet, and the standard allows for a non-contiguous buffer zone to compensate for development near a natural feature. He stated the total of the natural habitat buffer zone along the canal plus the detention area in the southeast corner, which is also being landscaped as a buffer zone, total well over the square footage of solely a 50-foot buffer. Rebecca Everette, Planning Manager, noted the Code outlines nine performance standards for a buffer that must be met for the Commission to find Code Section 3.4.1 is met. She stated the performance standards relate to recognizing the habitat value that exists on site and adequately protecting that or replacing any habitat that is lost, and in this case, no habitat is being lost. Rather habitat is being expanded. Therefore, staff felt the standard was met with the meandering buffer.

Mapes commented on the environmental impact study which recognized the habitat improvement that is going to occur with the development.

Vice Chair Shepard stated the project meets the Downtown Plan and the spirit of the innovation district, and he commended the applicant team. He commented on the first modification related to parking lot interior landscaping which is using solar canopies instead of trees, which is equal to or better than a complying plan.

Vice Chair Shepard made a motion that the Fort Collins Planning and Zoning Commission approve the requested modification of standard to the Land Use Code, Section 3.2.1(E)(5) regarding parking lot interior landscaping to not require canopy shade trees in the landscaped islands. The Commission finds that this modification would not be detrimental to the public good and that the plan as submitted will promote the

general purpose of the Section 3.2.1(E)(5) for which the modification is requested equally well or better than a plan with trees because the shade structures provide more shade, add visual interest, and meet the spirit of the innovation campus. Additionally, this is done without impairing the intent and purpose of the Land Use Code, the granting of the modification would substantially address an important community need by demonstrating innovation in energy and sustainability which are prominent themes in City Plan and the Downtown Plan, and the strict application of the standard would render the project infeasible. The plan as submitted will not diverge from the Code except in a nominal and inconsequential way when considered from the perspective of the entire development plan. This decision is based on the agenda materials, information and materials presented during the work session and this hearing, and the Commission discussion on this item. Further, this Commission hereby adopts information, analysis, findings of fact, and conclusions regarding this modification of standard contained in the staff report included in the agenda materials for this hearing. Member Stackhouse seconded the motion. The motion was adopted 7:0.

Member Haefele made a motion that the Fort Collins Planning and Zoning Commission approve the requested modification of standard to Land Use Code Section 3.2.2(K)(2) to allow 161 parking spaces instead of the required 172 spaces. The Commission finds that the modification would not be detrimental to the public good and the plan as submitted will promote the general purpose of Section 3.2.2(K)(2) for which the modification is requested equally well or better than would a plan which complies with said section because the parking is sufficient based upon the lab space and street parking along the frontage and without impairing the intent and purpose of the Land Use Code, the granting of the modification would substantially address an important community need by showcasing and demonstrating innovation, sustainability, and lower carbon climate economy as described in City Plan, the Downtown Plan, and the Climate Action Plan, and the strict application of Section 3.2.2(K)(2) would render the project practically infeasible. Additionally, the plan as submitted will not diverge from Section 3.2.2(K)(2) except in a nominal and inconsequential way when considered from the perspective of the entire development plan and will continue to advance the purposes of Land Use Code Section 1.2.2. This decision is based on the agenda materials, information and materials presented during the work session and this hearing, and the Commission discussion on this item. Further, this Commission hereby adopts information, analysis, findings of fact, and conclusions regarding this modification of standard contained in the staff report included in the agenda materials for this hearing. Member Stackhouse seconded the motion.

Member Schneider stated he would support the motion but suggested the future Code updates examine including parking requirements for this type of use. He expressed concern about a potential change of use for the building in the future. Everette replied that the phase two Code updates will examine parking standards and use categories for commercial and industrial use types.

Chair Katz noted most lab uses fall into an industrial category which has lower parking standards.

The motion was adopted 7:0.

Member Sass made a motion that the Fort Collins Planning and Zoning Commission approve the requested modification of standard to Land Use Code Section 4.16(B)(1) regarding street frontage build-to range. The Commission finds that the following modification criteria are met: by reason of exceptional physical conditions unique to the property, the strict application of 4.16(B)(1) would result in exceptional or undue hardship on the property owner, the hardship was not due to an act or omission of such owner, and the plan as submitted will promote the general purpose of 4.16(B)(1) equally well or better than a plan which complies with 4.16(B)(1). This decision is based on the agenda materials, information and materials presented during the work session and this hearing, and the Commission discussion on this item. Further, this Commission hereby adopts information, analysis, findings of fact, and conclusions regarding this modification of standard contained in the staff report included in the agenda materials for this hearing.

Chair Katz made a friendly amendment to the motion that the requested modification would not be detrimental to the public good. Member Sass accepted the amendment.

Vice Chair Shepard seconded the motion. The motion was adopted 7:0.

Member Stackhouse made a motion that the Fort Collins Planning and Zoning Commission approve the requested modification of standard to Land Use Code Section 4.16(C)(1) regarding the building height to allow the building to be 79 feet in height as shown in the agenda materials. The Commission finds that the modification would not be detrimental to the public good and the following modification criteria are met: the plan as submitted will promote the general purpose of Section 4.16(C)(1) for which the modification is requested equally well or better than would a plan which complies with Section 4.16(C)(1) because the additional height will not affect the perceived scale, and without impairing the intent and purpose of the Land Use Code, the granting of the modification would substantially address an important community need by showcasing technology, strategies and innovation in line with the goals set forth in City Plan, the Downtown Plan, and the Climate Action Plan, and the strict application of Section 4.16(C)(1) would render the project practically infeasible, and the plan as submitted would not diverge from Section 4.16(C)(1) except in a nominal and inconsequential way when considered from the perspective of the entire development plan and will continue to advance the purpose of the Land Use Code Section 1.2.2. This decision is based on the agenda materials, information and materials presented during the work session and this hearing, and the Commission discussion on this item. Further, this Commission hereby adopts information, analysis, findings of fact, and conclusions regarding this modification of standard contained in the staff report included in the agenda materials for this hearing. Member Sass seconded the motion. The motion was adopted 7:0.

Vice Chair Shepard thanked the applicant team for its detailed and informative presentation.

Member Stackhouse stated she believes this project will spur additional development on North College and stated we should be proud of the proposal as a city.

Member Hogestad stated this is a well-done, well-thought-out project and he commended the design team.

Vice Chair Shepard noted this is a difficult site to develop and commended the resolution of very complicated issues.

Chair Katz applauded the design team.

Member Sass made a motion that the Fort Collins Planning and Zoning Commission approve the Powerhouse 2 Project Development Plan #210021. The Commission finds in consideration of the approved modifications that the Project Development Plan complies with all applicable Land Use Code requirements. This decision is based on the agenda materials, information and materials presented during the work session and this hearing, and the Commission discussion on this item. Further, this Commission hereby adopts information, analysis, findings of fact, and conclusions regarding this project development plan contained in the staff report included in the agenda materials for this hearing. Member Hogestad seconded the motion.

Vice Chair Shepard commented on Fort Collins being one of six places in the United States in the National Museum of American History Lemelson Center for the Study of Innovation.

The motion was adopted 7:0.

9. The Savoy

Project Description: This is a request for a Project Development Plan to construct a 243-unit multi-family development. The proposal includes nine buildings and a centrally located clubhouse with fitness center, pool, and amenity area. Primary vehicular access will be taken from Le Fever Drive to the north and Brookfield Drive to the east. This parcel (#8604127001) is in the Harmony Corridor (HC) zone district and is subject to a Type 2, Planning and Zoning Commission review.

Recommendation: Approval

Vice Chair Shepard disclosed that he visited the site yesterday. Member Sass disclosed he also visited the site.

Manno stated emails were received from residents expressing concern about the width of roadways and parking.

Staff and Applicant Presentations

Kai Kleer, City Planner, discussed the proposed project for a 243-unit multi-family development located in the Harmony Corridor (HC) zone, noting this is the last remaining portion of secondary use area within the Harmony Technology Park. He stated one modification of standard for the seven-acre block maximum is being requested and staff is recommending two conditions of approval.

Kleer discussed the history of the Harmony Corridor Plan and stated this project complies with its standards. He provided photos of the site and discussed existing development in the area. He noted the project will be constructing the extension of Le Fever.

Adam Kantor, Kephart Planning Architecture, discussed the location of the proposed development and noted the parking requirement is completely met on site. He commented on the clubhouse amenities and pedestrian connectivity provided on the site. Regarding the proposed modification for the parcel size, which is 8.3 acres where the Code calls for a maximum of 7, he stated a street would typically be used on a larger site to meet the block standard; however, this parcel cannot accommodate that based on its size and the locations of existing streets. He stated the plan instead creates a pedestrian walkway which meets the standard equally well or better than placing a street through the site.

Mr. Kantor discussed the two conditions of approval, one describing how the buildings address the streets and one related to bicycle parking, which was a clerical error on initial plans that has now been corrected. He went on to detail the ways in which the buildings address the streets and noted the breezeways that face the parking are the primary entries into the building. He noted the entries that face streets are not primary building entries but primary unit entries, and those have been enhanced to address the street at a pedestrian level.

Mr. Kantor discussed how the building variation standards are being met. He stated great effort was taken to differentiate neighboring buildings from one another and to create an active street front. He noted concerns about the existing street section were raised at the neighborhood meeting and subsequent changes were made to the plan to not have entry points on Precision. Additionally, he noted the City suggested providing a larger right-of-way section and work was done to develop a solution for existing roadways that includes inset parking, bump-outs, and ways to provide required street trees in a slightly different fashion.

Nick Hawes, Northern Engineering, commented on the intentional efforts to increase the travel lane width given the already constructed streets, when continuously parked, provide little opportunity for cars to navigate. He discussed the mature on-site landscaping and noted the street tree requirements will still be met.

Mr. Kantor provided additional renderings of the project.

Kleer provided a detailed staff analysis of the project noting the clubhouse building meets the requirement for a multi-family central feature and gathering space. Additionally, he stated the building variation standards are met as are bike parking standards. Regarding the concerns about the existing narrow streets, Kleer noted they were built under previous Larimer County Urban Area Street Standards; however, the newly constructed streets will meet the current standards. He discussed the proposed modification of standard for the multi-family block size and noted the intent of the standard is to create compact, walkable streets for people. He noted the existing streets on the site preclude the construction of a new street to help meet the standard; therefore, the project is proposing a major walkway spine to provide the pedestrian connection. He stated staff is recommending approval of the modification request.

Kleer commented on the building materiality and noted staff has yet to fully review the updated entry features; therefore, staff will be asking the Commission to determine whether they meet the requirements. He stated staff finds the PDP complies with Article 2 and the relevant standards of Article 4 of the Land Use Code, is consistent with the Harmony Technology Park ODP, and complies with the relevant standards of Article 3 subject to two conditions of approval.

Vice Chair Shepard requested clarification on the travel width of the newly constructed roadways. Kleer replied it will be 20 feet for Le Fever and 23 feet for Brookfield and Precision.

Member Stackhouse asked about the number of street-facing entry doors. Mr. Kantor replied there are six street-facing entry doors on Precision with two side entries and four along Brookfield.

Member Stackhouse asked why so many residents are using street parking as opposed to other parking. Kleer replied staff speculates that some of the multi-family developments in the area utilize garage spaces, which sometimes cost additional rent; therefore, residents may opt for street parking instead. He stated the current Code prevents counting garage spaces toward parking minimums; however, that may not have been in place when those multi-family developments were constructed.

Ken Kiken, Milestone, stated his company built Terra Vida and The Vibe developments, and at that time, the garages were free with units. He stated he believes the existing owners are doing the same and he suggested many of the garages may be used for storage.

Member Hogestad asked about the location and function of the shed roof structures. Mr. Kantor replied they are shade structures with benches and signage. He stated they are entryway features, or portals, and there are four throughout the site that help provide texture and create a pedestrian-scale experience. He noted the structures have roofs and have amenities in some cases.

Member Hogestad asked about the connections of the pedestrian spine. Mr. Kantor replied it connects to the existing pedestrian experience on the public streets.

Vice Chair Shepard stated he believes the entry portals are effective and requested clarification as to whether there is one on Brookfield. Mr. Kantor replied there is a label on the site plan in the packet that is obscuring the symbol.

Vice Chair Shepard asked if there is any need for striping down the middle of Precision and Brookfield that have inset parking. Mr. Hawes replied that is not typically seen in a local residential setting; however, that will ultimately be up to the City. He stated the inset parking will be concrete.

Vice Chair Shepard commented on the inset parking placing passenger doors right up against the attached sidewalk and asked if any consideration has been given to widening the sidewalk from five to six feet. Mr. Hawes replied that did not come up in conversations with staff; however, that could be considered. He noted there will be a vertical curb.

Vice Chair Shepard noted the continuous parkway and consistent street tree spacing is lost with inset parking and bump-outs. He stated the compensation for that seems to be the placement of trees behind the walk and he asked if consideration has been given to moving those closer to the attached walk rather than closer to the buildings. Steve Allen, Henry Design, replied the Code requires the trees to be three to seven feet from the back of the walk and that requirement has been met. He noted there is a gas line that runs closer to the sidewalk which has limited their ability to plant trees right against the walk.

Public Input (3 minutes per person)

Peter King expressed concern about the desire to maximize the residential density in the development. He stated the situation is being exacerbated by the modification request to eliminate the roadway that would otherwise be required.

Staff and Applicant Response

Kleer confirmed the gross density of the project is 25 dwelling units per acre with the net density being closer to 30. He stated he believed there were modification requests for roadways for two nearby projects. He noted the minimum parking requirements are being met and noted the future multi-family Code will reduce the parking minimums.

Mr. Kantor noted the project is aiming to meet the community objective of providing needed housing units and stated it also aims to prioritize pedestrians, bicycles, and residents by not introducing that additional public street.

Vice Chair Shepard requested clarification as to whether the on-street parking spaces count toward the development meeting its required minimum number. Kleer replied all required off-street parking spaces are provided internal to the development and all on-street parking was not counted toward meeting the minimum requirements.

Vice Chair Shepard noted comments were received from an individual expressing concern regarding the narrowness of Precision and Brookfield.

Member Sass asked if there are emergency vehicle entrances to the site and, if so, how they are identified. Kleer replied emergency access is proposed to be taken from Le Fever on the north and there is also a 26-foot emergency access easement that circulates internally to the site around the clubhouse. Additionally, the entrance off Brookfield is overlaid with an emergency access easement as well.

Commission Questions / Deliberation

Member Sass stated the requested modification seems reasonable given the way the properties around the subject developed.

Chair Katz concurred and stated requiring the roadway would be detrimental to the development. He expressed support for the modification.

Member Hogestad stated the modification itself would be fine; however, the mitigation is poorly designed and does not act as a central walkway spine.

Member Haeefe concurred with Member Hogestad and noted the neighboring projects were completed by the same developer; therefore, it seems the hardship was created by that situation. She questioned the walkability of the project and stated the walkway spine should function more like an avenue than a path through the parking lot.

Chair Katz asked for suggestions on how the walkway could be enhanced to make the modification meet the 'equally well or better than' criteria. Member Haeefe suggested the walkway should be widened with additional landscaping and gathering spaces and should not simply be a path through parking lots.

Chair Katz stated a street would not be better than the walkway; however, the mitigation in the form of the walkway needs to be improved.

Vice Chair Shepard commented on the history of the standard being requested for modification. He agreed there is quite a bit of density in the project but noted it is contained by public streets. He stated the street pattern, entrances, and New Urbanism basis of the standard provides the fundamental layout of the project. He concurred the walkway could perhaps be enhanced but clarified it is not, by definition, a major walkway spine because that is not a requirement as the buildings face streets.

Member Stackhouse stated she does not have a problem with the modification request given the location and size of the parcel. She expressed concern about possibly placing a condition of approval on the modification given it is not particularly clear as to what would be sought.

Member Hogestad stated the mitigation has not been done appropriately and should be wider, more well landscaped, and with additional gathering spaces.

Vice Chair Shepard noted most gathering will occur at the clubhouse amenity area to which the walkway leads. He commented on the possibility of encouraging the design team to qualitatively improve the space without making a condition.

Mr. Allen stated the intent of the pedestrian corridor is to bring the community into the site. He commented on the design of the corridor and stated there are benches, gathering spaces, and significant landscaping, including park areas. Chair Katz stated that description helps with the mitigation of the standard.

Mr. Kantor stated the team will take the comments into consideration for final design.

Member Haeefe stated the Commission can place a condition of approval on a project without consent of the applicant as long as it meets the Land Use Code. Chair Katz concurred; however, he stated the unclear, conceptual conditions are more difficult to word.

Member Stackhouse made a motion that the Fort Collins Planning and Zoning Commission approve the requested modification of standard to Land Use Code Section 3.8.30(D)(2) regarding block size to allow the project to exceed the seven-acre maximum block size by 1.13 acres. The Commission finds that the modification would not be detrimental to the public good and that the following modification criterion is met: the plan as submitted will promote the general purpose of Section 3.8.30(D)(2) for which the modification is requested equally well or better than would a plan that complies with 3.8.30(D)(2) because of the enhanced internal network of pedestrian walkways, the pocket park between buildings 7 and 8, and dividing the block with a street would not result in a greater level of pedestrian walkability than what is proposed. This decision is based on the agenda materials, information and materials presented during the work session and this hearing, and the Commission discussion on this item. Further, this Commission hereby adopts information, analysis, findings of fact, and conclusions regarding this modification of standard contained in the staff report included in the agenda materials for this hearing. Member Schneider seconded the motion.

Member Haeefe stated her objection is that the walkway does not feel comfortable and seems to be more parking lot than anything.

Vice Chair Shepard stated he believes the applicant has heard the discussion and stated it is also possible a hardship was created that was not caused by an act or omission of the applicant.

The motion carried 5:2 with Haeefe and Hogestad dissenting.

Member Stackhouse stated she has been concerned about the narrow streets and has been trying to consider how this development would make things worse. She stated efforts have been made to offset some of the issues with the narrow streets and that seems to be a fair tradeoff for the neighborhood. She commented on Colorado's escalating housing prices leading to increased density.

Member Haeefe stated increased density is occurring not because of a lack of supply, but because it is lucrative to build dense housing due to the high housing prices. She stated increased density will never address affordability.

Vice Chair Shepard stated he was initially very concerned about the inset parking and bump out landscaping, but after driving the site, he has changed his mind. He commended the creativity of the design and stated the clubhouse amenities in the two existing developments bring a lot to the neighborhoods.

Member Hogestad commented on the architecture being different from other multi-family developments and commended the design.

Chair Katz also commended the design and use of materials. He stated the clubhouse far exceeds many similar projects. He stated he would have liked to have seen the project have more than one of the three-plex buildings, though the Code is technically met. He expressed concern about the over-use of faux cedar shake shingles and stated the material does not fit the area contextually.

Vice Chair Shepard made a motion that the Fort Collins Planning and Zoning Commission approve the Project Development Plan for The Savoy #210019 finding the PDP is consistent with the staff recommendation and the following conditions: prior to final plan approval, the project shall provide 75 additional bicycle parking spaces to meet the minimum bicycle parking requirement in Section 3.2.2(C)(4), and, prior to final plan approval, the street-facing façade shall contain a minimum of one primary entryway

similar to what is found on the opposing side of the building. This entryway shall be emphasized using landscaping, roof forms, balconies, overhangs, block wall features, and shall be a primary entrance to at least one or more units of each building in a manner acceptable to City staff. The Commission finds in consideration of the conditions and approved modification to the block size, that the Project Development Plan complies with all applicable Land Use Code requirements. This decision is based on the agenda materials, information and materials presented during the work session and this hearing, and the Commission discussion on this item. Further, this Commission hereby adopts information, analysis, findings of fact, and conclusions regarding this project development plan contained in the staff report included in the agenda materials for this hearing. Member Stackhouse seconded the motion.

Member Hogestad stated he would not support the motion as the project is flawed given the granted modification.

The motion carried 6-1 with Hogestad dissenting.

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

10. Oil and Gas Land Development Code Regulations

Project Description: This is a request for a recommendation to City Council regarding proposed Land Development Code amendments to regulate the zoning, siting, and design of new oil and gas facilities. The code amendments address regulatory gaps and opportunities that were created with the adoption of Colorado Senate Bill 19-181.

Recommendation: **Approval**

Staff Presentation

Kirk Longstein, Senior Environmental Planner, commented on the focus areas of oil and gas regulation work: new oil and gas facilities, operational standards, and reverse setbacks, and stated this presentation will focus on new oil and gas facilities. He discussed the state and local roles in regulation and stated this draft Code language aims at regulating surface activities as it is outside of the local purview to regulate in-hole operations.

Longstein discussed the October Council work session during which general support was provided for restricting new oil and gas wells to industrial zone districts and continuing to align with Colorado Oil and Gas Conservation Commission (COGCC) minimum setbacks of 2,000 feet from occupied buildings, trails, and natural areas. He noted the original proposed Code regulations would have added oil and gas facilities as an allowed use to industrial zone districts and add oil and gas pipelines as an allowed use to all zone districts. He commented on feedback received that pipelines should not be allowed on public lands or in residential areas; therefore, staff's current recommendation is to remove oil and gas pipelines as an allowed use within public open lands and residential zone types, including mixed-use neighborhoods. He discussed the proposed setback regulations for new oil and gas facilities, which would be 2,000 feet from residential buildings and 1,000 feet from wetlands, water, ditches, conservation easements. For new oil and gas pipelines, a 50- to 100-foot setback from buildings and a 150-foot setback from surface water features are being proposed. He also noted there are quite a few buffering requirements related to wildlife at the state level.

Longstein noted the intent of the draft language is to make new oil and gas facilities and pipelines fall under Planning and Zoning Commission review with a quicker basic development review process being used for plugging and abandoning existing wells. He noted this was based on public stakeholder feedback related to public notices and input opportunities being minimal and inadequate.

Longstein stated the draft also includes some prohibitive oil and gas facilities, including injection wells, some gas storage wells, and disposal pits. He also commented on included development standards related to landscaping, fencing, artificial lifts, and environmental protection and discussed the regulations and requirements related to plugging and abandoning wells.

Longstein commented on the ways in which the draft Code addresses financial security in the development agreement language. He also noted all existing development standards within the Land Development Code will

apply when a PDP is submitted for oil and gas facilities. He stated the staff recommendation is for support of the draft oil and gas Code regulations including updates to the table of primary uses.

Member Haefele asked if the City could add financial security requirements with bonding specifically for City resources. Longstein replied that could be a possible inclusion and it would likely be similar to the existing development agreement language.

Rebecca Everette, Planning Manager, noted financial securities are required for public infrastructure, natural habitat buffer zone restoration, and landscaping. She requested clarification as to what other financial securities would be desired.

Member Haefele asked if the state financial securities would cancel any the City would require. Everette replied the state has multiple financial securities, including some that give the state the ability to reclaim a well and plug it if an operator goes out of business and abandons a well without plugging it.

Member Haefele asked about landscaping for fire safety. Longstein replied there is a buffer distance between the facilities and where landscaping would be allowed.

Member Haefele asked if there are requirements for landscaping to mitigate the impacts of the screening. Longstein replied in the negative and stated the fencing requirement is not specific to screening or aesthetics.

Chair Katz asked if other parts of the Code would cover mitigating impacts of screening. Everette replied in the affirmative noting there are requirements related to operational compatibility.

Member Haefele asked if the City is required to add oil and gas facilities as an allowed use in the industrial zone. Assistant City Attorney Yatabe replied he would recommend an executive session to discuss those types of legal issues.

Member Schneider stated the use must be added to comply with SB181 and the ultimate effect of the regulations will be a prohibition on drilling new wells in Fort Collins, though that cannot be explicitly stated.

Member Stackhouse stated the proposed regulations do not prohibit oil and gas development, nor is the City attempting to do that; however, the conditions under which oil and gas development can occur are going to be extremely narrow.

Assistant City Attorney Yatabe stated, prior to SB181, the City's ability to regulate the surface impacts of oil and gas facilities was severely limited, and post-SB181, the City acquired much greater authority. He stated the COGCC has the ability to regulate surface impacts if the City does not adopt regulations.

Everette noted the intent in Council directing staff to develop these Code standards was to address what Council perceived as a regulatory gap and to ensure there are strong regulations that reflect the will of Council and the community to ensure that gap no longer exists.

Member Haefele asked if the recommendation as written includes allowing pipelines in all zones. Everette replied it was not feasible to make the Code draft changes related to not allowing pipelines in public open lands and residential zones; however, staff is recommending that amendment and it is possible that language could be changed in the draft that goes before Council.

Public Input (3 minutes per person)

Ed Behan, Larimer Alliance for Health, Safety, and the Environment, expressed concern about the proposed language, specifically related to proposed setbacks that apply to structures rather than property lines, notification requirements only for owners of record, and the application only of basic development review to the siting of pipelines. He requested the Commission not recommend the regulations for adoption without additional time for study by relevant stakeholders and public input.

Tim Gosar requested the Commission seriously consider the process by which these draft regulations are being rolled out and presented to the public and whether there has been meaningful opportunity for the public to read, understand, and engage on the matter. He specifically cited concerns related to setbacks and financial assurance. He requested the regulations be held in abeyance until staff can prepare a more complete and comprehensive set of regulations that truly protect public health, safety, and the environment.

Longstein stated the proposed setbacks include a variety of stipulations, including distance to property lines for parks, playgrounds, and outdoor venues. He acknowledged there was a great deal of input related to allowing additional time for consideration of the draft language; therefore, the item has been pushed to the December 20th Council meeting. He noted some of the pipeline concerns have been addressed by limiting the zones in which they would be allowed. Additionally, oil and gas development does not have eminent domain authority.

Everette noted the public engagement process for these Code updates primarily happened in 2019 and several work sessions with Council have occurred over the last two years. She also noted all Code standards that apply in a type 2 Planning and Zoning Commission process also apply in a Basic Development Review process and any requested modifications are subject to the same review criteria. Regarding notifications only going to property owners of record, Everette noted that is the standard practice within the current development review process. She stated a pilot was done a couple years ago sending mailings to tenants and it was found there is no reliable database upon which to rely and many expensive mailing errors occurred.

Longstein stated the City of Fort Collins was recently awarded an EPA grant through Environmental Services and purchased an infrared camera in partnership with Larimer County to address ongoing leak detection and reporting. He stated this draft language does not relate to ongoing operational inspections.

Member Haefele asked if there are going to be additional regulations developed by another City department for operational issues, such as requiring air quality monitoring. Longstein replied the staff recommendation is to partner with Larimer County, regional partners, and the operator for ongoing monitoring. Everette noted there would be a reliance on Larimer County's operational standards and inspectors given the low number of wells within the city limits.

Vice Chair Shepard asked if these standards generally match the County's. Longstein replied he could not speak to that specifically.

Chair Katz asked if annexation would be triggered by an oil and gas development in the GMA that is adjacent on three sides by city limits. Everette replied certain types of development applications trigger review for annexation; therefore, it would depend on how Larimer County classifies oil and gas facilities.

Member Sass noted monitoring of abandoned wells is required for five years and asked where that information goes. Longstein replied the City would collect the information and that would be a condition of the development agreement. Everette noted Environmental Planning staff would review the reports which would be prepared by an industry professional.

Member Sass asked how the City is financially protected for those five years of monitoring should an issue be detected. Everette replied the first course of action would be coordination with the COGCC and there would be mechanisms at the state level to address replugging a well.

Commission Questions / Deliberation

Member Haefele stated pipelines are not utilities and should not be treated as such. She expressed concern the draft regulations are not yet adequate to fully take advantage of the control the City has been given with SB181.

Vice Chair Shepard requested input as to why oil and gas facilities would be allowed as an addition of permitted use (APU). Everette replied some of the criteria for an APU are conformity with the basic premise of the underlying zone district and ensuring more impact than a permitted use does not occur. She stated those would be high bars to meet for an oil and gas facility.

Member Haelele stated there is no reason to open up the possibility of allowing oil and gas facilities as an APU and she recommended striking that clause all together. She also suggested changing the setbacks from building wall to property boundary for all properties.

Vice Chair Shepard asked if other Code provisions could be invoked to increase setbacks. Everette replied there are few properties that are big enough to accommodate a 2,000-foot buffer without touching a property line. She noted the property line setback is included for schools, playgrounds, and recreational fields.

Member Haelele expressed concern that even though these situations are unlikely, it is inappropriate to be as amenable as possible with the regulations.

Member Schneider noted the Commission is not the final decision maker and Council, as elected officials, will make a decision based on input from the community.

Member Stackhouse stated she is comfortable moving forward.

Vice Chair Shepard made a motion that the Planning and Zoning Commission recommend approval of the proposed Land Development Code changes with regard to new oil and gas facilities including the changes mentioned by staff. Member Schneider seconded the motion.

Chair Katz noted voting against this motion is actually voting for less regulation.

Member Haelele stated voting against the motion is voting against this specific package of regulations.

The motion carried 6-1 with Haelele dissenting.

Other Business

Member Stackhouse commented on the need for public input processes to be better advertised.

Everette commented on various engagement techniques used by the City.

Adjournment

Chair Katz moved to adjourn the P&Z Commission hearing. The meeting was adjourned at 10:50 pm.

Minutes respectfully submitted by Shar Manno.

Minutes approved by a vote of the Commission on: January 25, 2022.



Paul Sizemore, CDNS Director



David Katz, Chair

Appendix A

Public Engagement Summaries

NORTH COLLEGE MAX PLAN

PHASE 1: PUBLIC INVOLVEMENT REPORT

November 29, 2021



Prepared by:



**INSTITUTE FOR THE
BUILT ENVIRONMENT**
COLORADO STATE UNIVERSITY

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EXECUTIVE SUMMARY

PURPOSE OF THIS REPORT

The purpose of this report is to summarize the results from Phase 1 Visioning engagement (conducted July to September 2021), including concerns, opportunities, and ideas of community members and stakeholders regarding the North College MAX Plan. Gathered through a series of public engagement activities focused primarily on the North College community, the City will use community input to inform the development of the North College MAX Plan and future transportation services and infrastructure on the North College Avenue corridor.

NORTH COLLEGE MAX PLAN OVERVIEW

The North College MAX Plan will create a plan to extend MAX service to North College Avenue. The study and plan will explore:

- Bringing bus rapid transit (BRT) MAX service to the North College area,
- Increasing bus frequency to every 15 minutes or less,
- Improving infrastructure and access for people walking and biking,
- Improving traffic safety and efficiency for all street users,
- Using dedicated or shared bus lanes to make travel by bus as fast as possible,
- Creating attractive bus stations that are well-connected to nearby land uses,
- Rethinking how existing bus Routes 8 and 81 will operate,
- Navigating train crossings, the Poudre River bridge, and a bus turnaround at the north end of the project area, and
- Identifying land use code changes and incentives and requirements for transit-oriented development and anti-displacement strategies.

Engaging North College residents and businesses throughout the planning process is central to informing how transportation services and infrastructure on North College Avenue will look and operate.

Completing the study and plan is necessary to qualify for federal funding for transit improvements in the corridor.

NEED FOR TRANSIT IN THE NORTH COLLEGE CORRIDOR

Transit routes serving North College Avenue have the fastest growing ridership in the City of Fort Collins (pre-COVID). The North Fort Collins Business Association (NFCBA) and community members have advocated for improvements to public transportation in the North College area through multiple planning efforts. During the 2019 Transit Master Plan development process, community members voiced resounding support for MAX on North College Avenue. Additionally, community engagement conducted by the Urban Renewal Authority in 2019 highlighted the need for improved connectivity and support for enhanced transit services.

PUBLIC INVOLVEMENT OVERVIEW

The purpose of the public involvement effort is to develop a plan that is informed by the lived experiences of those who will live, work, and visit the area. The aim of public involvement is to inform the overall North College MAX plan so that future MAX and active modes (bicycling and walking) improvements are a positive addition to the North College community and the Fort Collins community at large.

Public involvement for the plan parallels the existing conditions analysis and alternatives development that is being conducted by Fehr & Peers.

Public Involvement Goals

The public involvement process is designed to meet the following goals:

- Provide a robust, adaptive, and inclusive outreach process for impacted populations, especially those who live, work, and travel in the North College Avenue area;
- Inform and engage the public so that community members can meaningfully participate in the conversation around issues that are important to them in their daily lives and can advocate for themselves;
- Document public input and show how the plan incorporates public input into the design and decision-making process;
- Help to build community capacity for civic engagement, where needed; and
- Illustrate the level of public support and key transit-related issues in the North College Avenue corridor.

Philosophy & Approach to Equitable Public Involvement

All public engagement efforts (past and future) seek to foster positive relationships with community members and stakeholders in the North College Avenue area. The City is

committed to engaging community members in co-creating a shared vision of equitable public transit outcomes through engagement strategies that are robust, adaptive, and inclusive. Activities and communications have been and will continue to be offered in English and Spanish, with compensation for extended participation (60+ minutes) that falls outside of an individual's typical work responsibilities. Local community-based organizations (CBOs), social service organizations, business associations, large employers, homeowners' associations (HOAs), and others will be engaged to expand reach. Engagement of the most marginalized and impacted populations in the North College Corridor will be prioritized including:

- Hispanic/Latino/Latinx community,
- Mobile home park residents,
- People who don't own or have access to a car,
- People with different physical/mental abilities,
- Youth,
- Seniors,
- Low-income populations,
- People experiencing homelessness, and
- Transient populations.

Public Involvement Process

The public will be engaged throughout the planning and design process, starting in Summer 2021 through mid-2022. Public involvement is being conducted through three phases.



PHASE 1 PUBLIC INVOLVEMENT ACTIVITIES

During Phase One, a Colorado State University (CSU) team comprised of the Institute for the Built Environment (IBE) and Rojas Public Health Lab designed and implemented the public involvement activities with guidance from City staff and in partnership with Fehr & Peers. Outreach included a) focus groups, b) public workshops, and c) direct outreach to community businesses and organizations. The project website offered an online questionnaire and interactive mapping activity.

Engagement took place from July through October 2021. The purpose of Phase One activities was to understand the community's concerns, needs, barriers, and desires regarding a North College MAX. Nearly 400 individuals were directly engaged through focus groups, public workshops, or other engagement activities such as a presentations, tabling, or door-to-door outreach. Participants represented community members, business owners, schools, and community-based and social service organizations. Outreach to more than 50 businesses, organizations, and residential communities included print collateral (postcards and posters), outreach content for social media and newsletters, and materials and guidance to host do-it-yourself (DIY) workshops with their communities. The City mailed a postcard to residential communities in the North College area, including the North College Mobile Home Park, Poudre Valley Mobile Home Park, Lindenwood, Hickory Village, Old Town North HOA, Revive HOA, Montclair, and The Outpost.

Public Involvement Reach & Engagement



PHASE 1 PUBLIC INVOLVEMENT OUTCOMES

The community expressed a range of concerns, desires, and perceived benefits regarding expansion of the MAX service to North Fort Collins.

Community Benefits

Overall, people expressed support for the addition of MAX to the North College corridor. Existing transit riders would use the MAX and there is potential to attract new ridership (notably, from potential riders coming from northeast Fort Collins).

Specific benefits expressed by community members included:

- Ability to travel between north and south Fort Collins with more frequent service, ideally without having to transfer;
- Improved access for North College residents to key destinations including North College King Soopers, CSU, and Foothills Mall;
- Improved access to North College businesses;
- Expansion of transportation options, especially for youth, older adults, people without cars, and people with disabilities;
- Easier, quicker, and more reliable access to social services, healthcare, food, etc.; and
- Potential for car-free living, especially with more transit oriented development.

Gentrification & Land Use

Gentrification & Real Estate Development: The North College community is feeling pressures from rapid growth and increasing densification. They expressed concerns about overall gentrification and fears that adding MAX would bring additional high-end new development to the area, driving up residential and commercial real estate costs. Many participants expressed that they would like to see the MAX come to North College in conjunction with anti-displacement efforts and ongoing support for small local businesses.

Mason Street Expansion: The residents of the North College, LLC Mobile Home Park expressed considerable anxiety that adding MAX to the corridor would serve as the primary rationale to extend Mason Street through their community. Residents are strongly opposed to the Mason Street extension, but are otherwise generally supportive of improving transit options and MAX.

Infrastructure Considerations

The community shared a variety of issues and opportunities related to existing infrastructure and bus access and connectivity.

Connectivity

- Desire to maintain wide sidewalks and bike lanes where they already exist, particularly along North College Avenue, even with the addition of MAX.
- East/west connectivity in the North College corridor is fragmented and generally lacks complete sidewalks and adequate bike lanes.
- Potential for autonomous and electric vehicles (scooters, e-bikes) to address transportation gaps, particularly for those traveling east to west in the North College corridor.
- Desire for more connections to surrounding neighborhoods, service providers, and nearby trails:
 - Improvements to Canal Access Road to support commuting and recreation.
 - Extension of bike path that terminates on Hickory Street to continue onto West Willox, possibly along the railroad corridor.
- The distance to and from North College Avenue from key destinations is too far for some, especially those with small children, those who are mobility impaired, and those traveling with groceries or personal items (e.g., those traveling from community services on Conifer and Redwood or those living in the westernmost portions of mobile home parks on the west side of North College Avenue).

Access & Safety

- Many expressed a desire for protected bicycle and dedicated bus lanes, slower speed limits, and traffic calming measures on College Avenue.
- Pedestrian crossings on North College Avenue are limited and crossing is dangerous; median vegetation is affecting visibility for cars and pedestrians.
- Heavy truck traffic and speed of traffic on College Avenue feels dangerous and unwelcoming.
- Location-specific safety concerns:
 - Crossing Suniga Road is a barrier for north-south movement in the corridor – cars travel fast, and there is no refuge in the middle.
 - Vine Street lacks sidewalk connectivity and has a lot of gravel.
 - The intersection of Willox and College is dangerous; it needs a better turn lane options for cyclists.
 - The Cherry Street/Willow Street and North College intersection feels unsafe and there are concerns about truck traffic merging here.

- The Jerome and Vine intersection could use a protected crosswalk.
- Concerns that adding MAX could negatively impact getting around by car, bike, or walking, or make getting around on existing bus routes more inefficient.

Parking

- Need for parking at the north end of the MAX line, ideally near King Soopers, to support potential riders coming from northeast Fort Collins and Wellington. Possible need for additional parking near Suniga.

Impact on Businesses

- Concerns regarding the impacts on existing businesses in terms of frontage and right of way, and impacts on businesses during construction.

Bus Routes & Frequency

The community would like to see improvements to existing and/or future bus services to make public transit more efficient and convenient for riders.

Routes & Destinations

- Strong support for a single bus line north to south from Terry Lake Road/Highway 1 to the South Transit Center, ideally without requiring a transfer at downtown.
- Many destinations currently require multiple transfers and hours of ride time to reach destinations to/from the North College corridor.
- Need for better connectivity to Walmart and North Lemay.
- Consider bus service to/from the town of Laporte.

Service

- Need for greater frequency and improved punctuality for existing buses.
- Desire for longer service hours, particularly later hours and weekends.
- Desire for coordinated schedules with other bus routes, including Bustang, to minimize wait times.

Stops

- Desire for new MAX stops near key locations such as mobile home parks and other residential communities and popular business destinations (e.g., King Soopers entrance).

Rider Experience

Participants shared concerns and opportunities relating to bus rider experience.

- Desire for improved bus stop amenities, including benches, shelters, and trash cans.
- Desire for improved signage and more information/guidance regarding transit routes, options, schedules, and real-time service alerts at bus stops, inside buses, and on the website (in both English and Spanish).
- Assurance that bus drivers are welcoming to all riders – the Hispanic community expressed concerns of recurring instances of discrimination by bus drivers.
- Desired ability for riders to give feedback about rider experience, including the ability to identify specific drivers.
- Expressed uneasiness and fears around sharing the bus with those who have mental, emotional, and behavioral challenges.

NEXT STEPS

Input from Phase One public engagement will inform design options for the North College MAX Plan. IBE will continue to engage key stakeholders and the public in project Phases Two and Three to inform the final Plan.

FOCUS GROUP & WORKSHOP SUMMARIES

The Executive Summary above is a culmination of all outreach and engagement activities, including the focus group and workshop outcomes summarized in this section.

1. FOCUS GROUP SUMMARIES

More than 30 individuals participated in virtual focus groups, which IBE facilitated in July and August of 2021. These included two focus groups with the North College MAX Community Advisory Committee and one focus group each with the Business Advisory Committee (BAC), the Spanish-speaking community, a group of social service organizations, and North College, LLC Mobile Home Park residents. The purpose of these discussions was to understand the community's needs, barriers, and desires relating to transit experiences along North College Avenue, and to inform a future vision for MAX and transit improvements in the area. Following are summaries from these focus groups.

FOCUS GROUP SUMMARY: ADVISORY COMMITTEES

IBE facilitated focus groups with the North College MAX Community Advisory Council (CAC) and Business Advisory Committee (BAC) in late July and early August 2021.

Clarifying Questions

Focus group participants expressed a desire to better understand the intent driving the North College MAX project.

- CAC asked: Who is MAX intended to benefit, and how do we assure that this benefit is realized by those we intend to serve?
- BAC asked: Will this initiative provide a reliable transportation option that helps employees and clients reach businesses?

Outcomes

Use & Benefits

Do you believe that adding MAX service will be a benefit to you, the community, and/or your business or organization; why or why not? If MAX were to come to North College, do you think you, your family, friends, coworkers and/or clientele would be likely to use it; why or why not?

Participants voiced general support for transit and public transport and shared the following benefits:

- Improved connectivity with other bus routes
- Improved access to King Soopers
- Improved access to social services on Blue Spruce
- Good for residents who work along MAX spine (e.g., CSU, Powerhouse)

- Helps to address difficulties getting across town quickly and efficiently by bus
- Provides better transportation options as housing increases in the area
- Supports future development (if it aligns with community goals)

Concerns

If MAX were to come to North College, what concerns do you have? What would you like to not see happen regarding MAX?

Participants expressed a need to clarify intended and anticipated outcomes from adding MAX and shared the following concerns.

Equity

- Assure equity is a driving concept for MAX expansion, not an afterthought
- Desire for equitable policy around affordable housing, supporting local businesses, preserving historical character, and preventing gentrification

Potential Negative Effects

- Concern for displacement and gentrification (of residents and businesses)
- Fears around Mason Street cutting through North College Mobile Home Park
- Concerns of North College area becoming more of a destination for those experiencing homelessness

Process

- Transparency and trust-building: Expressed need to demonstrate flexibility and adaptability based on community input; transparency around project budget allocation and management, with emphasis on efficiency and strategy
- Clarity about what the plan can/cannot address
- Caution about an all-or-nothing approach; is no MAX an option?

Logistics

- Limited parking (legal, safe, free options that do not negatively impact residential communities) will impact people who would drive to MAX stops:
 - due to mobility challenges/ disabilities
 - due to lack of connective infrastructure to access by alternate means
- Need for safe sidewalks and bike lanes to access bus stops
- Desire for shelters that better protect riders from the elements
- Desire for accessible restroom facilities according to bus/MAX schedule

- Concerns relating to excess refuse (trash, restrooms) at stops and terminal
- East-West connectivity: MAX should work in conjunction with Transfort routes 8 and 81
- Location of travel lanes
 - What are the implications of the necessary changes to road infrastructure to accommodate MAX on College Avenue?
 - How will the MAX interact with business access points on North College; will it create safety concerns and challenges for walkability/bikeability?
- How would the MAX get past the train, deal with delays?
- Turnaround at Terry Lake Road
- Will there be a transit center/maintenance facility?

Function & Appeal

What would make the addition of MAX on North College appealing to you, your family and friends, or clientele?

- Frequency
- Comfortable experience
- Accessible stop locations
- Connectivity to other bus lines
- Accessibility for people with disabilities
- Affordability
- Speed: More efficient than other modes of transportation like driving or biking
- Continuous MAX with no connection at Downtown Transit Center
- Consider the future of transportation within the project timeframe (e.g., electric buses, automation, innovative last mile solutions)

Land Use/Overlapping Community Effects

As the North College community grows, what would you like to see change? What would you like to remain the same?

- 1601 North College Avenue 55+ mobile home retirement community zoning concerns: College Avenue as a preferred route versus extending Mason Street to allay community fears of displacement and provide more equal access to both sides of College Avenue.
- Intentionality around development of vacant properties in North College area: Encouraging development that makes North College a destination (i.e., river walk)
- Concerns around drivers of gentrification that are independent from MAX

- Original MAX line intended to densify urban core – does this idea extend to North College?
- 24/7 shelter location – pros and cons

FOCUS GROUP SUMMARY: SPANISH-SPEAKING COMMUNITY MEMBERS

IBE facilitated a focus group in Spanish with Spanish-speaking members of the community and residents of the North College area in August 2021.

Clarifying Questions

Focus group participants expressed a desire to better understand pricing, design, and location related to the MAX expansion proposal.

- What would it cost? Would it increase the price because it is a “premium service” or remain free of charge?
- What would be the central station, or the “meeting point,” if the expansion took place?
- Can children participate in public consultation events without their parents or guardians?
- Could a group conversation be conducted with teenagers and children who use public transportation?

Outcomes

Use & Benefits

Do you believe that adding MAX service will be a benefit to you, the community, and/or your business or organization; why or why not? If MAX were to come to North College, do you think you, your family, friends, coworkers and/or clientele would be likely to use it; why or why not?

Participants expressed strong support for a MAX expansion and shared the following perceived benefits.

- MAX provides faster and more direct public transportation
- Greater mobility for North College residents, especially those who do not drive and rely on public transit for their mobility
- Greater access to King Soopers in North College
- Fast and easy transportation to CSUE for students, without having to transfer buses
- Independence for youth

- Public transit is more desirable – it would reduce pollution from vehicle use
- Impact on family finances – opportunity to save on vehicle and fuel costs
- Greater safety and freedom in relying on public transit, rather than driving a car, during winter
- Greater access to the mall and other commercial areas

Concerns

If MAX were to come to North College, what concerns do you have? What would you like to not see happen regarding MAX?

Participants described their experiences with existing MAX services and shared the following concerns.

Safety

- Traffic could increase on/around North College Avenue
- Saturation of transit users
- Safety inside buses for youth, children, women, families, and older adults
- Conflicts and safety concerns related to the homeless population, especially those under the influence of alcohol or drugs
- Ban of sharp objects/weapons and firearms inside buses
- Increase policing and bus driver involvement to reduce buses' (internal) environment related to crime and violence

Accessibility

- The bus is not punctual, affecting its use as a public transit alternative
- Customer service and driver attitudes
 - Racism and differential treatment toward Spanish-speaking users
 - Drivers are rude or unhelpful
 - Buses do not always use signals and it is difficult to drive behind them
- Cost – As a new service, this may impact cost of bus tickets

Function & Appeal

What would make the addition of MAX on North College appealing to you, your family and friends, or clientele?

Participants expressed the need to consider safety, functionality, and general user experience if the MAX is expanded, and shared the following desired characteristics.

Safety

- Improved safety features beyond existing cameras
- Training bus drivers to handle fights or other safety problems
- Banning firearms from the bus (signage and enforcement)
- Increasing the number of security guards on buses

Functionality

- One MAX route that runs quickly and directly from North to South College without stopping at the Downtown Transit Center is the ideal form of implementation
- Good connectivity to other bus routes
- Improving the clarity of bus schedules (including routes and departure/arrival times)
- Improving bus punctuality
- Expanding bus service hours to accommodate student and family extracurricular activities

User Experience

- A welcoming environment that includes:
 - Climate control (heating and cooling)
 - Pleasant music, if possible
 - A welcome sign for the bus so that one feels one has the right to use it; sign should be in different languages to improve inclusivity among users and drivers. Create posters in bus doors that welcome passengers in English and Spanish
- Bus drivers
 - Improve training so drivers are more welcoming and friendly to Hispanic riders
 - They should be kind and helpful
 - They could speak Spanish or other languages
- Accessibility
 - Accommodate the needs of older adults and people with disabilities
 - Offer annual discounts to stay-at-home mothers and low-income households
 - Designated seating for older adults, children, women, and families

FOCUS GROUP SUMMARY: SOCIAL SERVICE ORGANIZATIONS

On September 2, 2021, IBE conducted a focus group with representatives of seven social service provider organizations located in the North College area.

Outcomes

Use & Benefits

Do you believe that adding MAX service will be a benefit to you, the community, and/or your business or organization; why or why not? If MAX were to come to North College, do you think you, your family, friends, coworkers and/or clientele would be likely to use it; why or why not?

Participants voiced support for transit and public transport, noting that it would be beneficial to the people they serve, and shared the following insights.

- Salud currently uses a taxi system because the bus system is "terrible;" MAX extending further north is exciting because it would help Salud's population so much, particularly those who don't have Medicaid and can't afford taxi/Uber service
- Beneficial to people who are newly housed on the south end of town (e.g., Redtail Ponds, Mason Place) who still need services provided in the North College area; would remove one more barrier that they have to rebuilding their lives and would connect North and South ends of town
- Create streamlined transportation in an area that provides large amounts of resources and services
- Easier access to place of employment for workforce and social service agency employees

Participants expressed concerns over cost, emphasizing that it will be important to have continued availability and options to provide low- or no-cost transit for the people they serve. City representatives responded that they are looking at a long-term plan to implement a fair and affordable transit system. Some participants noted that their organizations received free bus passes from the City or purchased them at a discount rate to distribute, free, to residents.

Concerns (Existing & Future)

If MAX were to come to North College, what concerns do you have? What would you like to not see happen regarding MAX?

Participants expressed the following insights relating to existing and future concerns regarding MAX.

- Salud noted that currently, there is a lack of bus routes and efficiency that equate to long wait times. Some of their patients (some with a disability or illness) must take three buses, sometimes with children. People are sometimes unable to advocate for a time that works for them when scheduling appointments, resulting in arriving late or not showing at all.
- Don't make it more complicated for clients to try to look up routes; even staff has a hard time finding routes. Currently, it's not user-friendly, especially if you don't have computer access and only use your phone. One line would make this easier.
- Better maps at the stop to make it more streamlined.
- Given student housing in the North College area, would this turn into student transportation and would there be conflicts between different groups of people because of that? Need good education on cultural tolerance.
- Current wait times for or between buses are too long.
- Bus doesn't currently run late enough; doesn't run early enough.
- People who need to carry a lot of belongings on the bus sometimes get complaints from drivers or other passengers.
- Current lack of bike storage.

When asked if there are concerns in getting from North College Avenue to social service organizations located further east, participants shared the following thoughts.

- May want to look at crossings to make safe (especially for children, people in wheelchairs, etc.) because it is a busy corridor to have to cross over North College Avenue.
- City staff noted safety concerns relating to an increased risk of hitting people not aware of MAX bus running or not in control of their faculties, particularly given high concentration of unsheltered people in the North College area.
- At Willox and College, one participant noted seeing some very close calls, as a lot of people (some with physical disabilities) are crossing, and traffic is fast.

Function & Appeal

What would make the addition of MAX on North College appealing to you and your clientele?

Participants shared the following insights.

- Ability to physically distance (due to COVID pandemic)
- Routes on Sundays
- Extended hours of operation (morning and night)
- For youth at Matthew's House, bus system is unfamiliar and can be intimidating/uncomfortable; maybe this requires work for all of us to normalize the bus system. Having workshops with kids at Boys and Girls Club, Matthews House, and other after school programs could help educate youth and make public transit use more comfortable.
- Education is important:
 - Perfect opportunity to show people in the community that we're all a part of the community – a commonality piece which is usually missing when you talk about North College and different parts of town that are kind of in bubbles
 - Buses can bring people together; people use it for different reasons
 - The City noted that given the clash of different populations on the MAX bus, should consider doing education on mental illness/mental health
- Safer crossings
- One bus line

Future Work We Have to Do

The focus group rounded out with a discussion about how social service organizations can become more involved in this project by directly engaging their clients. The following ideas were shared.

- Could a project team member come to conduct direct outreach on-site?
- Idea to have neighborhood ambassador – train someone to solicit input from neighbors or sit in clubhouse and gather input, rather than a formal presentation
- Idea to have a table in front of building to reach out to people coming in/out; has been successful in past

FOCUS GROUP SUMMARY: NORTH COLLEGE, LLC MOBILE HOME PARK RESIDENTS

On September 16, 2021, IBE and the City of Fort Collins conducted a workshop at the Northside Aztlan Center with residents of the North College, LLC Mobile Home Park community.

Clarifying Questions

- Will this cut through the front of our park?
- Has anyone done a traffic study of the area?
- What is the business community saying?
- How did the transition from Transfort to MAX go? Can that history help us prepare for this project?
- Where would the new transfer station be?

OUTCOMES

Use & Benefits

Do you believe that adding MAX service will be a benefit to you, the community, and/or your business or organization; why or why not? If MAX were to come to North College, do you think you, your family, friends, coworkers and/or clientele would be likely to use it; why or why not?

Participants voiced hesitancy about the project given concerns of the route going through their community, but voiced general support for transit and public transport, so long as it does not displace or negatively impact their community. They would like to be involved in ongoing engagement and feedback to inform the project in years to come.

Concerns

If MAX were to come to North College, what concerns do you have? What would you like to not see happen regarding MAX?

Participants were worried about and sensitive to the proposed MAX line being put through their community. They requested a clarification from the City that the proposed MAX route will not go through their community via an extension of Mason and shared the following additional concerns.

- The train will back up traffic and delay what is supposed to be “rapid” transit, which is not ideal for workers

- No capacity in North College for a dedicated bus lane; the road that exists can't handle the volume of traffic that the project would bring
- Impact on business community
- Currently, the 8 and 81 are not always full – will people use this expansion?
- Concerns surrounding Lee Martinez Park and intrusion/compromising of open area
- Unique needs of a senior community: If the bus is too far away from the community, residents will not use it
- Concerns surrounding current transit services
 - Dangerous crossings and lack of crossings
 - Medians are overgrown with hedges/plants, so pedestrians must lean out to see traffic when crossing the median
 - Safety concerns surrounding homeless/transient passengers on 8 and 81 routes, especially in the morning when shelters let out at 6 am
 - At another big development on Willox, there are no sidewalks or crossing arms, and the train doesn't always sound its horn
- Infringing upon/impacting private land use issues
- Could this create a crime issue?
- The road becomes more confusing to navigate; loss of independence through impacts on ability to drive cars in mainstream traffic
- Disruption of rock garden and landscaping business located on highway near turn to Wellington
- Locating parking

Function & Appeal

What would make the addition of MAX on North College appealing to you, your family and friends, or clientele?

- Unanimous consent that at least one of the proposed plans in the next phase should not go through this community
- Bus stop in front of the community with a crossing directly across North College Avenue for ease of access
- Increase in total service: Service along Conifer and Redwood, as well as addition of MAX transit along the College corridor
- Parking spaces so riders can park and walk to the MAX
- More crossings across North College Avenue
- Re-routing trains and diverting truck traffic to help reduce traffic in North College area
- The alley from Conifer to the shopping area at Willox was suggested as a location for the MAX route

Land Use/Overlapping Community Effects

Participants expressed overall concern with the impacts of rapid expansion in the North College area, and shared the following specific concerns.

- Overgrowth / over-crowding / high density due to expansion
- Multi-story or high-rise buildings are being put in the area
- North College has become a “bedroom community” for the rest of the City
- Other mobile home parks have been shut down in the area and replaced with higher-income housing; residents described their homes as being “right in the line” of gentrification

2. COMMUNITY WORKSHOP SUMMARIES

Approximately 16 individuals participated in two virtual workshops—one in English, one in Spanish—in late September 2021. The purpose of these workshops was to understand the needs, barriers, and wishes of the community as they relate to their experiences with public transit along North College Avenue, and to inform a future vision for public transit service in this area. Following are summaries of each workshop.

WORKSHOP SUMMARY: ENGLISH-LANGUAGE

On September 21, 2021, IBE facilitated a virtual workshop in English, open to all community members. Two community members participated, both of whom live in Old Town North—one of whom walks and bikes frequently and one of whom is a wheelchair user.

Outcomes

Use & Benefits

Do you believe that adding MAX service will be a benefit to you, the community, and/or your business or organization; why or why not? If MAX were to come to North College, do you think you, your family, friends, coworkers and/or clientele would be likely to use it; why or why not?

Participants voiced general support for transit and public transport and shared the following benefits.

- Access to new housing developments, especially with MAX stops on College & Suniga and College & Vine
- Access to the following key destinations:
 - Downtown Transit Center (both participants were Bustang users and voiced that MAX should coordinate with Bustang schedule)
 - King Soopers
 - Bike Co-op
 - Jax
 - The Lyric
 - Whitewater Park
 - As many connections as possible to Poudre Trail
 - Goose Hollow, other green spaces

Concerns

If MAX were to come to North College, what concerns do you have? What would you like to not see happen regarding MAX?

Participants expressed a need for accessible MAX platforms as well as safe, accessible sidewalks and bike paths in support of MAX accessibility and beyond, and shared the following concerns relating to safety.

- Would like to see MAX stops on College & Suniga and College & Vine – both roads very unsafe for walking (including accessibility with mobility issues) and biking
 - Vine: Tall fences limit visibility; potholes and puddles; inadequate sidewalk availability
 - Suniga: Wide street; fast-moving traffic; no safe crosswalks nor traffic lights; dangerous for cyclists despite raised bike lane; makes Blue Spruce less pedestrian-friendly and safe; in general, Jerome and Blue Spruce intersections at Suniga unsafe
 - Blue Spruce seen as good alternative to traveling directly on College prior to Suniga being built (viewed as North College version of what Mason Street is to South College Avenue – more bike- and pedestrian-friendly)

Function & Appeal

What would make the addition of MAX on North College appealing to you, your family and friends, or clientele?

- Frequency
- Comfortable experience
- Accessibility (both in terms of stop locations and infrastructure to reach stops)
- Connectivity to other bus lines, including Bustang
- Accessibility for people with disabilities
- Speed (more efficient than other modes of transportation such as driving or biking; dedicated bus lane seen as important to making this happen)
- MAX continuous rather than a connection ride from Downtown Transit Center

Land Use & Overlapping Community Effects

As the North College community grows, what would you like to see change? What would you like to remain the same?

- Mixed use is good
- Encouraging pedestrian and bike use through people-centered (rather than car-centered) spaces focused on small businesses (i.e., The Exchange shop complex downtown)
- Fostering spaces that offer attractive destinations (e.g., sandwich shops, restaurants, vintage stores, clothing stores, etc.) and keep pedestrians/cyclists safely away from speeding traffic
- Businesses that are priced out of Old Town often move south; would like to see them move north (like The Lyric)

- Importance of conserving affordable real estate (both for housing and for business)

WORKSHOP SUMMARY: SPANISH-LANGUAGE

On September 22, 2021, CSU's David Rojas facilitated a workshop in Spanish with 14 Spanish-speaking members of the Fort Collins community and residents of the North College area.

Clarifying Questions

- Why will it take so much time to finish this project?
- How will the routes connect?
- Is there an online application like Google Maps to navigate the routes?
- How will the time between stops change with the MAX?

Outcomes

Use & Benefits

Do you believe that adding MAX service will be a benefit to you, the community, and/or your business or organization; why or why not? If MAX were to come to North College, do you think you, your family, friends, coworkers and/or clientele would be likely to use it; why or why not?

Participants voiced general support for transit and public transport. They currently travel to and from the following locations in the North College area and would benefit from increased access to these places:

- Hickory Village
- King Soopers
- The (Foothills) mall
- The Dollar Tree
- La Familia
- La Salud
- Downtown Fort Collins / Old Town
- Walmart
- Poudre Valley High School

Concerns

*If MAX were to come to North College, what concerns do you have? What would you like to **not** see happen regarding MAX?*

Participants expressed a need for improved safety and service and shared the following concerns.

- Safety concerns regarding homeless population
- Safety concerns regarding passengers bringing weapons onto bus
- Multiple participants expressed negative experiences with bus driver conduct toward the Latinx community; one specific concern described feeling unwelcome, judged, and rejected, leading to leaving the bus sooner than needed. Current service needs could be improved through training of bus drivers.

Function & Appeal

What would make the addition of MAX on North College appealing to you, your family and friends, or clientele?

- Specific bus stop locations
 - In front of Las Delicias el Viejo
 - Magnolia
 - Before the mall
 - Hickory Village mobile home park
 - La Familia
 - La Salud
 - Before the bridge
 - The Lyric
- Pedestrian signage
- Extended bus schedule (until 10 pm)
- Improved security
 - Regarding safety concerns with the homeless/transient population, one participant suggested having separate/certain hours of access
- Classes teaching community members how to use the bus (e.g., routes, schedules, etc.)
- Bus driver being able to change the route or ask someone to leave the bus
- Training for bus drivers to be more welcoming, nice, and helpful, which would improve service
- More visible name/ID badges for bus drivers
- Windows
- Improved sanitation
- An arrow signal for turning at the traffic light next to Hickory and College (turning into Jax); this intersection currently delays people who are waiting for traffic to pass so they can turn

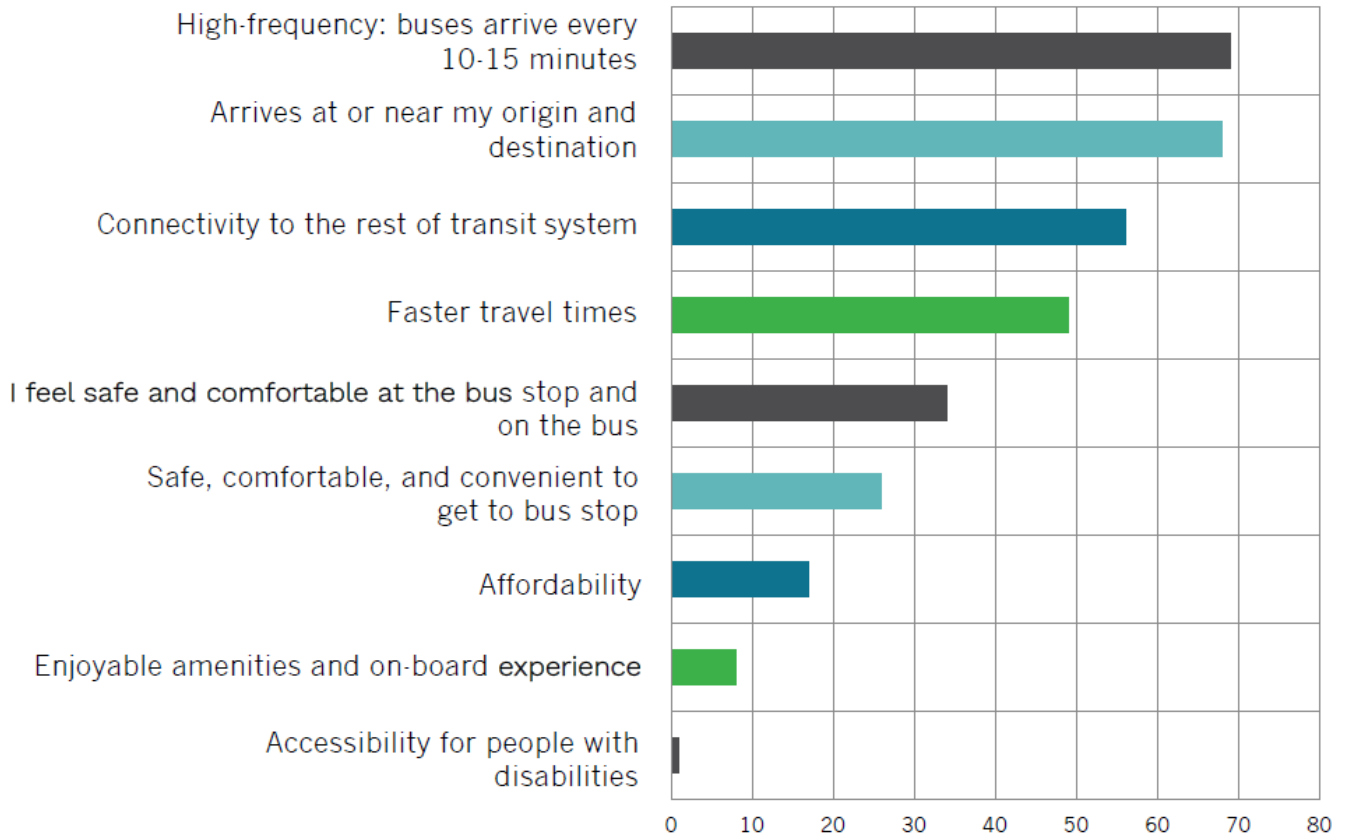
ONLINE ENGAGEMENT SUMMARIES

The following section summarizes outcomes from the online questionnaire and mapping activity that were hosted on the project website.

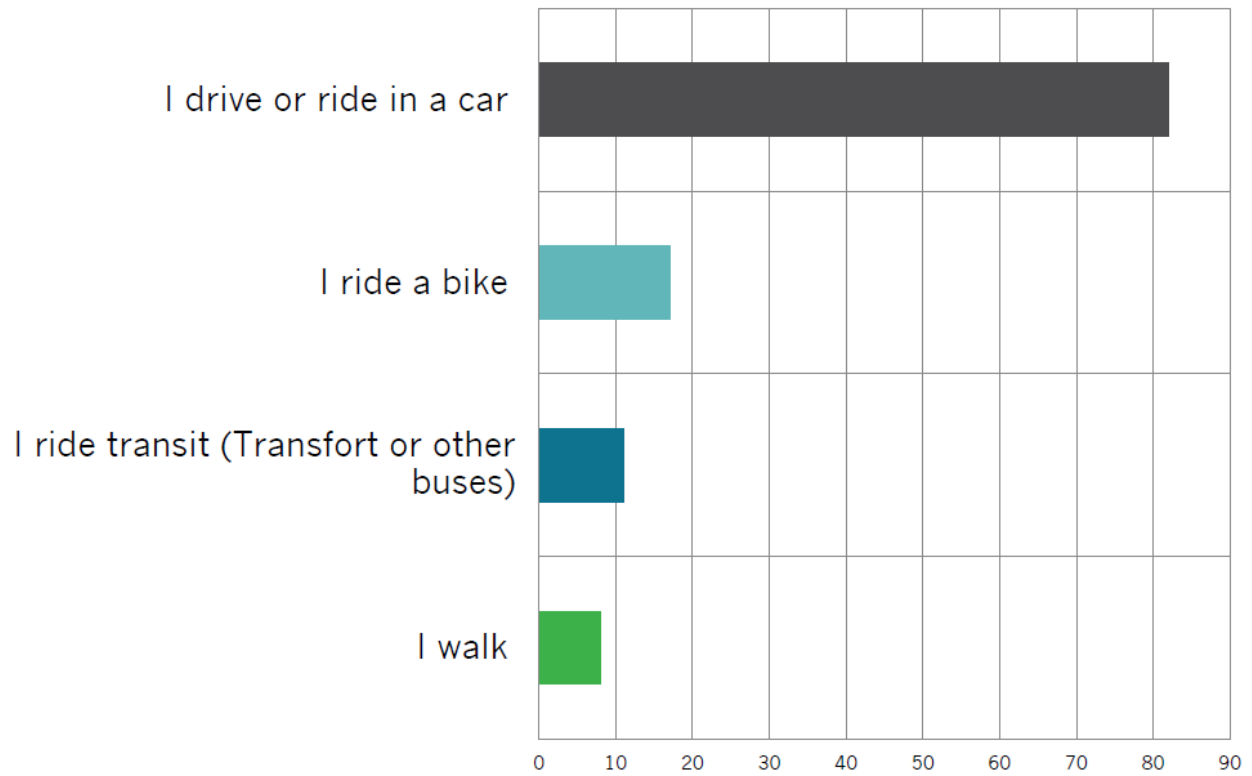
1. ONLINE QUESTIONNAIRE RESULTS

A total of 124 people responded to the online questionnaire, which was available on the project website in both English and Spanish.

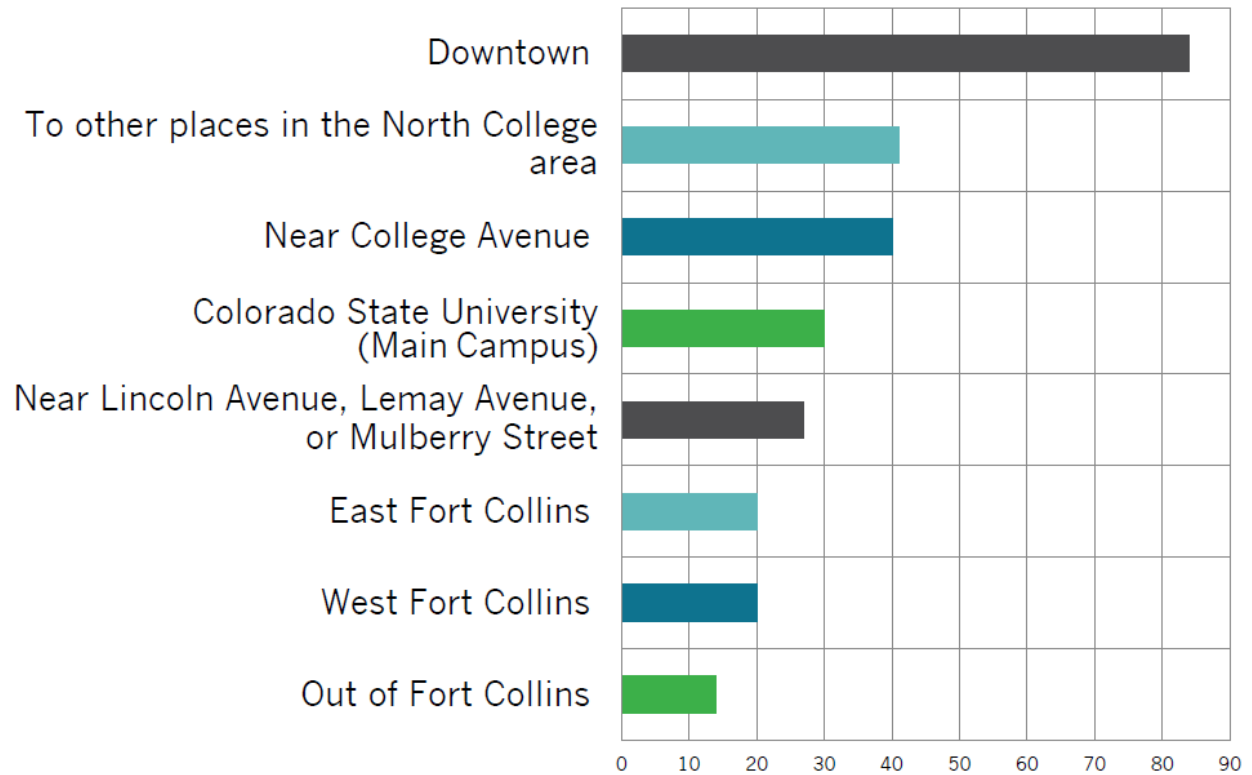
Q1. What would make you use a North College MAX service?



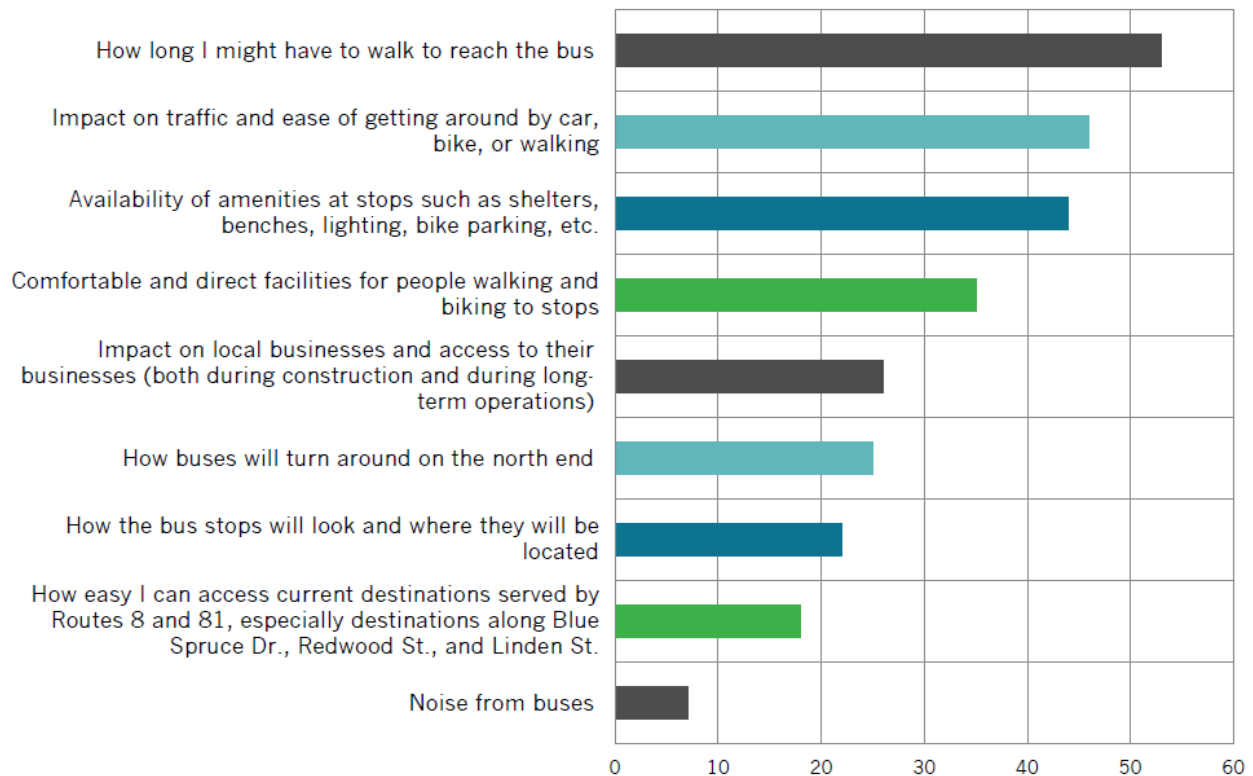
Q2. How do you typically travel to/from destinations in the North College area?



Q3. Where do you typically travel to/from destinations in the North College area?



Q4. What, if any, concerns do you have about adding a MAX line in the North College area?



Q5. Do you have any other concerns, thoughts, or ideas to share about transportation issues in the North College area (including bus services, driving, walking, or biking)?

- Changes should be made so cyclists feel more comfortable using the bike lanes and quit riding on the sidewalk. As it stands now, this area is hostile to pedestrians, cyclists, and transit users. I only feel comfortable traveling up there by car.
- I used to walk or bike to work in the N. College area. There were times when I would have liked to have ridden a bus but due to the convoluted route to get to a bus heading to N. College, it was usually faster for me to walk or bike. Not to mention drive.
- Whitewater park has made it much easier to cross over/under College. Would like to see a protected crosswalk at Jerome and Vine to access it more safely.
- Service upon the evening would be so important, to get home from work and from a night out
- I am worried that bike lanes will be inaccessible in winter due to snow plowing, leaving me with little safe space to bike to and from work. It would be great if a bus ran north from downtown Fort Collins all the way to Shields.

- Adding the original Max line was great in many ways except that it seemed to negatively affect the other bus routes that I use in the South Fort Collins area. Now instead of walking a little way and taking *1* bus to a frequent destination, I effectively need to take *3* buses (5, Max & 16) around 3 sides of a large square. That makes scheduling difficult. My trips to North College are mostly a straight shot up to the King Soopers Marketplace area, so I probably won't run into the same issue, but others might be adversely affected in a similar way. Also, I liked getting off near the KSM entrance; it'll be a longer walk from College.
- Not at the particular moment.
- The max line is not well coordinated with other bus lines. There are not enough parking spaces at for example Drake station. I would really prefer to take bus from home then car+max if I didn't need to worry about the wait time. also, behavior rules on buses could be better visible, such as making space for people with disabilities. and of course, masks.
- Why is Transfort expanding MAX when the lines that exist today don't even fully run? But if you're going to do it... then: Add a BRT lane to US-287 so buses don't get caught in the traffic. Replace the striped paint bike lane with a curb-protected bike lane to make room for the BRT. Safety and convenience must be the priorities or else this bus line won't get used.
- Very disappointing use of buses instead of a tram, and not all electric. The southern route should be run like a tram where it has priority at cross streets. The bus should not have to wait, but always have green light to make the transit time as fast as possible. Provides incentives to ride instead of drive.
- I mostly walk, but I occasionally drive for, e.g., shopping trips. I rarely take public transit because stops are few, routes aren't very convenient, buses don't come frequently enough, and buses themselves are often grubby. I'd love to see public transit become more functional in Fort Collins in general so that residents can realistically use it to replace short driving trips, but we need more frequent buses that serve a larger part of town.
- Buses really need some to have more direct routes for school age children who are unable to drive. My kids leave two hours before school has to start just to make it on time. If one of the connecting buses is late, they are late for school. We are a one car household and it is used to get the adults to work. This is extremely frustrating as walking and biking around Fort Collins is a death trap in the mornings now.
- Biking still seems hazardous up there.
- I'd like to see bike lanes that are protected from traffic. I'd like more places to put a bike inside buses. I'd like to see college widened and made into brick walkway like downtown Fort Collins has.

- This is a wonderful idea. Our family and many others we know are 100% on board (get it ;) !?)
- It feel unsafe for an average person to do any of these activities.
- I don't like driving on North College and would welcome MAX service to the area. I mainly go to JAX, the King Soopers shopping plaza, and the Lyric. I would be more likely to use it if I could get on the MAX at any point and not have to change buses at the DTC. Although this doesn't apply to me, I think it might be nice to have a parking area at the end of the route on North College for people coming in from the north who don't want to drive into town.
- Bus is super important. Keep walking and improve bike ability. Safety and perceived safety given current ridership north of town is critical.
- Adding the service seems like a no brainer. But as with most of Transfort's system, you've got to work with Engineering to make sure the walking and biking infrastructure makes convenient and logical connections to the bus stops. This includes changing College itself from the highway style design it currently has to a proper urban street that is slower, smaller, and easier to cross.
- Better bike lanes. Trees between bike lane and road? Some roads are littered with trash and glass in bike lanes/edge of street
- biking on automobile roads is treacherous, especially with big rig trucks in area. Bike paths should be dedicated off-roadway spaces.
- I feel that more adequate service needs to be provided for those who frequent the bus stop near King Soopers - they often wait for long stretches of time in uncomfortable weather conditions. Busses need to help them get to their exact destinations more efficiently. I am also quite concerned about truck (semi) traffic that travels through downtown Ft. Collins - semi trucks have no business traveling through a shopping/restaurant corridor that is filled with students, residents, tourists. Ft. Collins needs a truck route to steer semi trucks around the heart of the city, as many cities across the nation have designated. Their constant presence makes the downtown area unsafe, unpleasant, and slows traffic considerably. The Jefferson area is particularly bad. I would rather have frequent busses moving people efficiently to their destinations than the interstate atmosphere the trucks create in downtown Ft. Collins. I am also concerned about the diagonal parking in the center of College in downtown Ft. Collins - people tend to step into traffic to reach their destinations instead of crossing at the designated crosswalks. As our city grows, this will become more dangerous. We have such a great opportunity to make downtown and North College a safer and more pleasant place for expansion - I hope we can plan well.
- One of the main issues in the North College area is the lighting in that area, as well as surrounding neighborhoods. Since it is a more unincorporated area, the streets

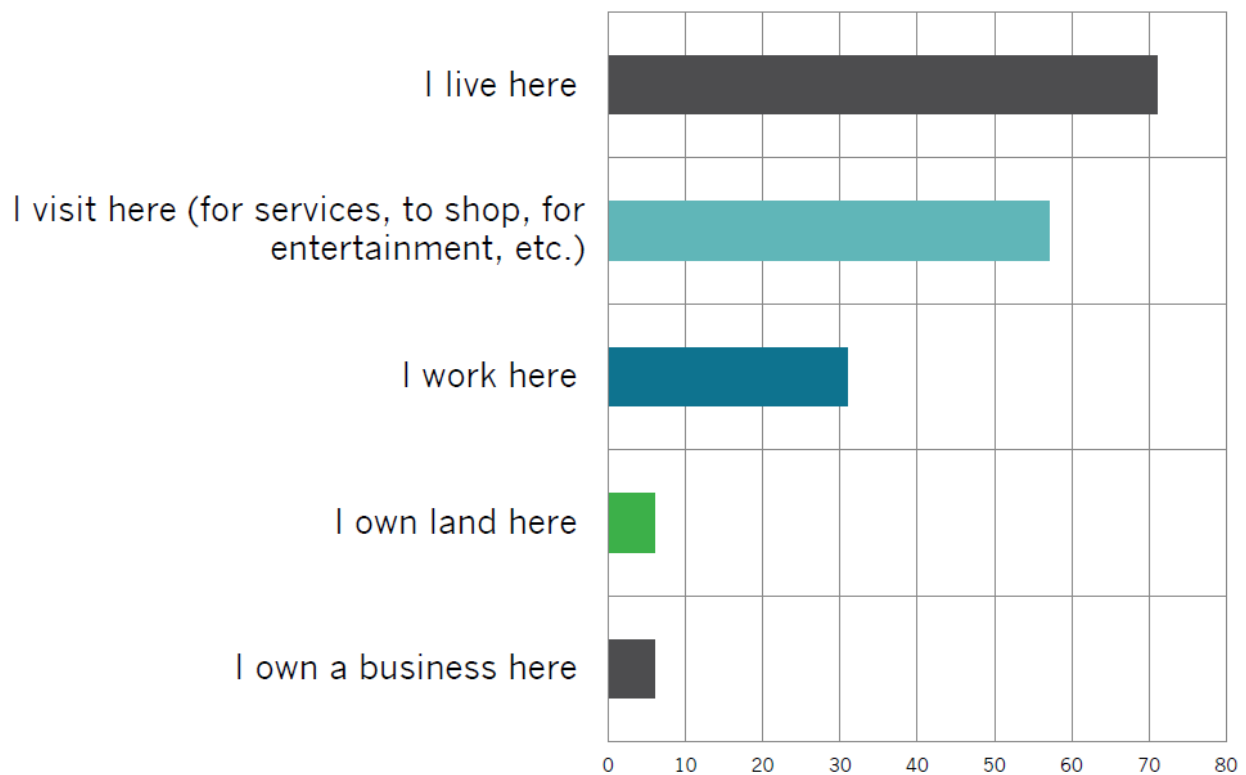
are not as well lit, so the bus benches and shelters do not feel as safe once the sun goes down, or before sunrise.

- The northern section of MAX should be set up like the southern half -- bus only lanes for faster commute times and frequent buses. This would encourage higher ridership which would help us achieve our climate action goals. Please add/improve the sidewalks and curb cuts in North Fort Collins. I am in a wheelchair and cannot access certain areas where these are lacking. I'm excited about this project!
- That the Max route will only be on College, that it will not remove residence or business.
- Biking storage on max buses need to be convenient so there is enough room. Any BRT improvements should coincide with bicycle corridor enhancements (i.e. dedicated/protected bike trails like the Mason trail next to the max)
- I'm very excited about the North College Max plan! This plan needs to include dedicated bus lanes. I have seen other implementations fail when buses must share lanes with car traffic. Please complete missing sidewalks to allow easy access to bus stops, particularly on Vine between Redwood and College. Please encourage dense housing along the route so more people can live without a car in Fort Collins.
- I would really like to see an extension of the bike path that terminates on Hickory St. continue onto West Willox, maybe along the railroad corridor? Not sure if this is possible because there are some housing developments in the way but it's a thought... Thanks!
- I am excited about this new project in the making! As a pedestrian, I travel north for necessities only, because it is a bit vulnerable walking north and the buses only happen hourly. If there were more frequent bus service in that area, I would go north more. MAX would provide that.
- The nearest current bus stop (Willox & Blue Spruce) is 1.5 miles from my house. A closer stop by running a route along North Lemay would encourage us to use Transfort more frequently.
- I use a wheelchair or power chair. How helpful are drivers?
- The idea of a major "hub" for the busses up here on north college is absolutely horrifying. This area is struggling w/ major traffic density as it is and busses starting and stopping and turning around will make it all so much worse.
- I would LOVE to see the MAX in North FC. It is the perfect extension of existing services.
- The intersection of N College and Willox is quite dangerous for a number of reasons. I ride my bike from Revive. Usually, I cannot access the bike cut out because of cars blocking it trying to onto Willox. The bike lane on Willox is to the left of the right turn for autos onto N College. So, I either wait to turn right or cut in front of cars.

The alternative is riding through the McDonalds parking lot from Willox to N College, but there is a lot of traffic. Left turn light from N College onto West Willox is especially short, sometimes, it is only one truck that gets through.

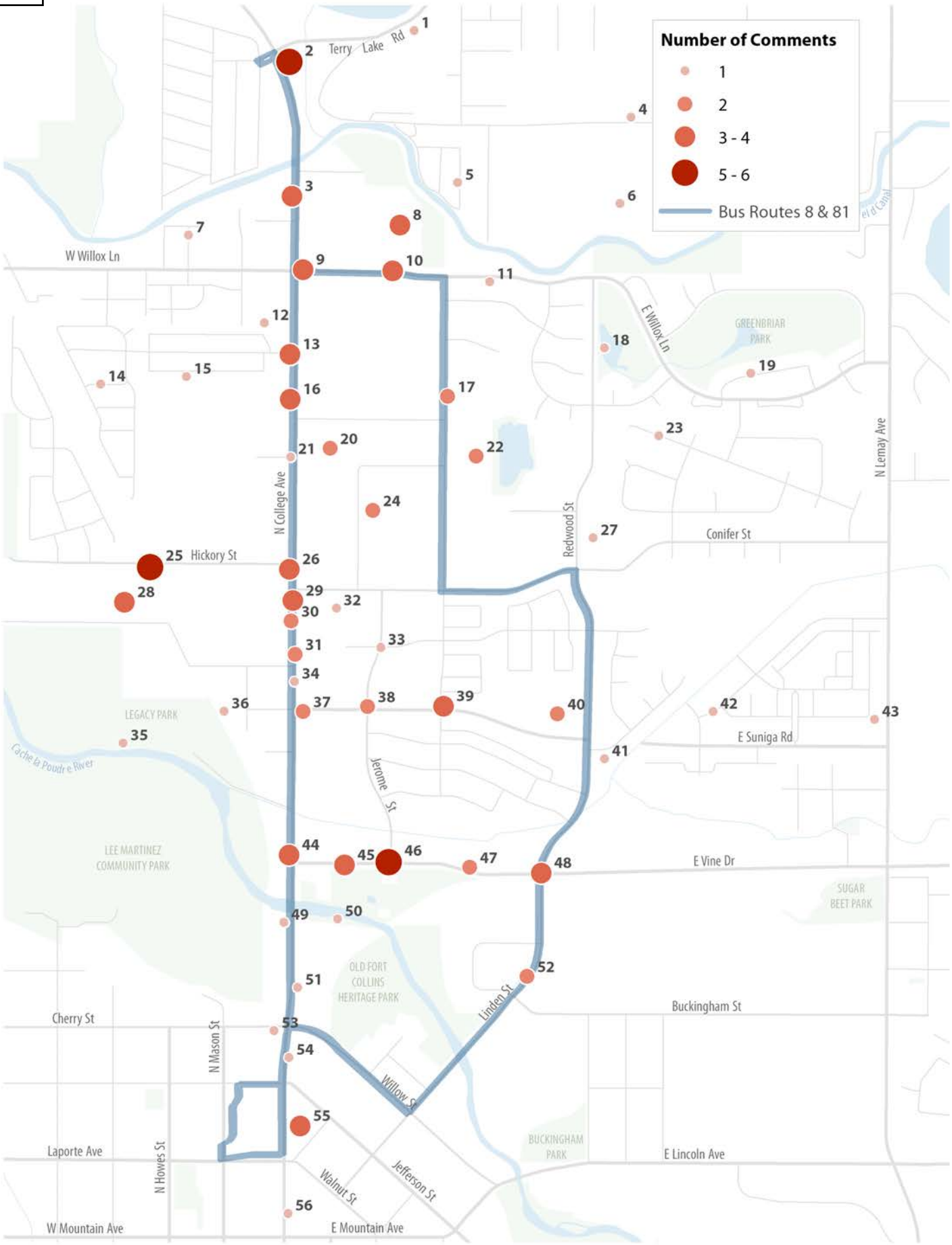
- All good for me
- Bus is essentially nonexistent for people on Lemay, and the connections (once you hike half a mile or more) are extremely slow. I tried to commute to CSU and the distance I could drive in 10 minutes took me 20-30 minutes by bus.
- I would like biking to be separated from car traffic. Cars pulling out onto College ave. often do not look for bikes or pedestrians
- I live in the north of Fort Collins and the only problem I find is that the bus stop is very far from where I live and when I have to drive to pick up my children. College is always very congested and takes one a lot of time, thank you.

Q6. What is your association with the North College Avenue corridor?



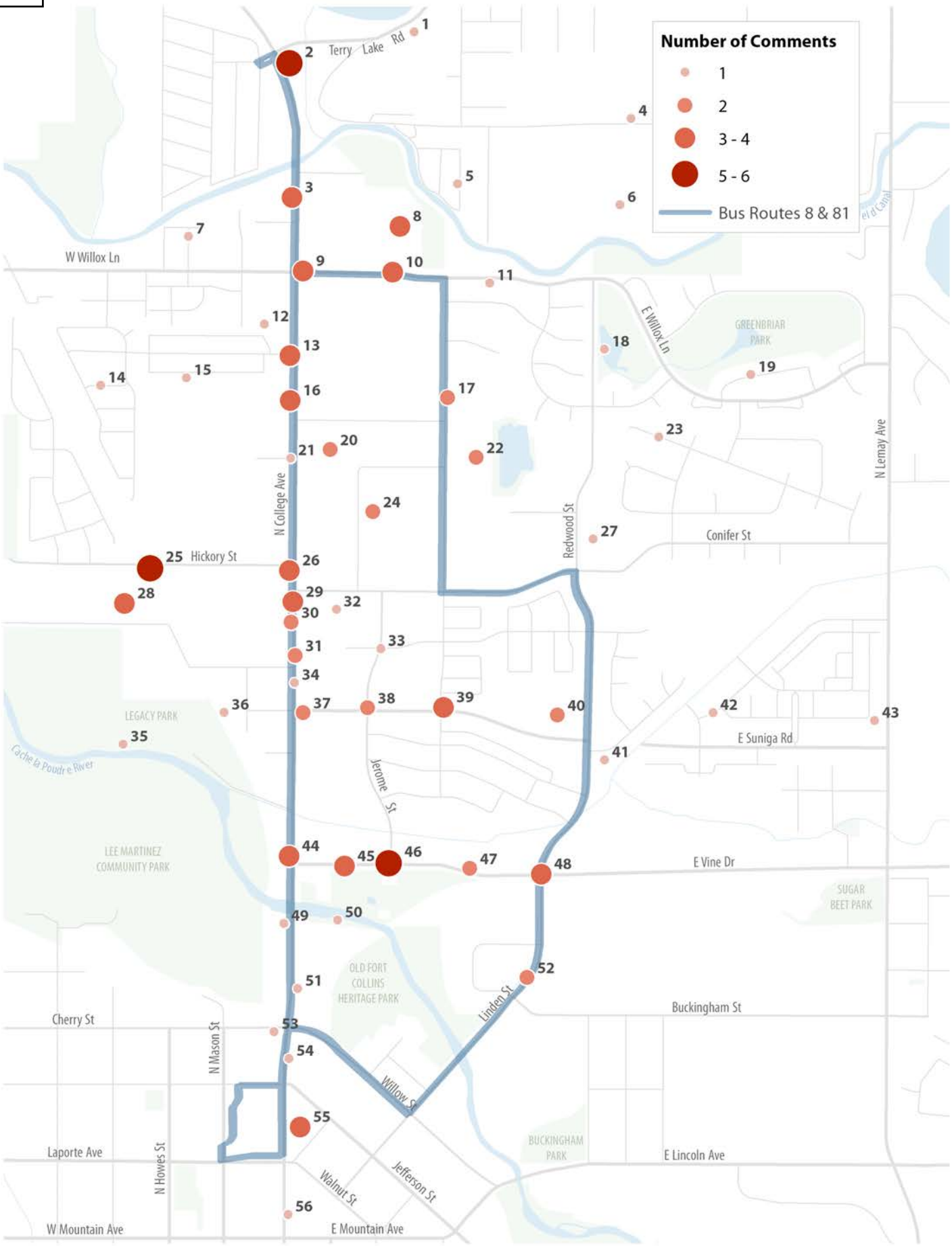
2. WEB MAPPING RESULTS

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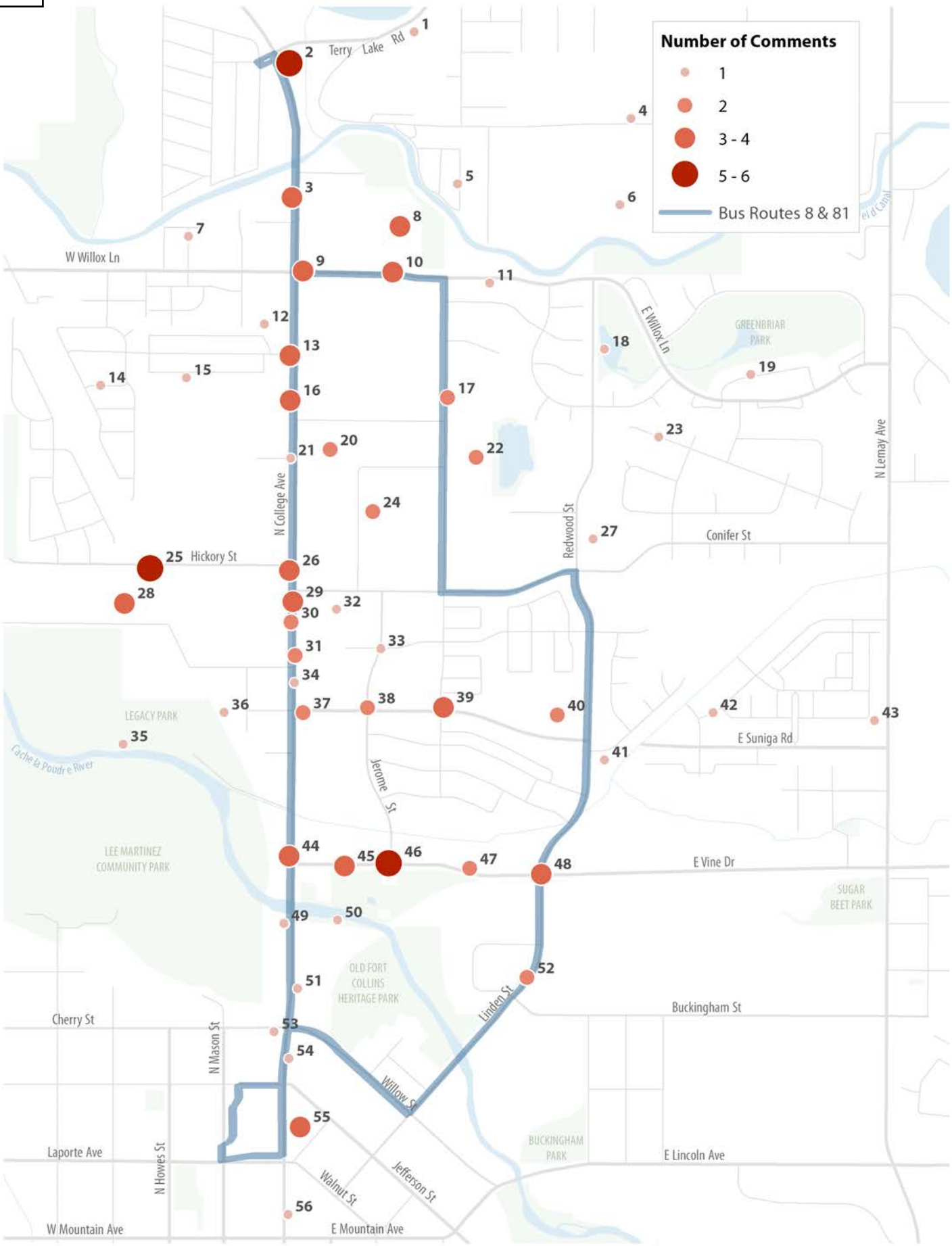
Location ID	Location Name	Category	Comment	Submitted in Spanish?	Up Votes	Down Votes
1	Terry Lake Road (between North College Avenue & Country Club Road)	Stops/ Destinations/ Connections	In poudre valley Mobile Home park	Yes	1	
2	Terry Lake Road & North College Avenue	Extent or Frequency of Service	Extend late hours on weekends too	Yes		
		Extent or Frequency of Service	Keep the max running until 12 at night	Yes		
		Rider Experience	Add a complaint box inside the bus, with an identification of the driver.			
		Rider Experience	Better training, service and punctuality.			
		Rider Experience	Improve the attention of drivers.	Yes		
3	North College Road (between Canal Access Road & E Willox Avenue)	Pedestrian & Bicycle Safety	There's no easy place to cross the street. When I'm driving, I frequently see people walking across College.		2	
		Pedestrian & Bicycle Safety	It would be nice if the Canal Access Road could be improved for recreational and commuting purposes.			
		Pedestrian & Bicycle Safety	Pedestrian signaling			
		Stops/ Destinations/ Connections	Bus Stop			
4	Spaulding Lane (between Valley View Lane & Ridgecrest Drive)	Pedestrian & Bicycle Safety	Residents in this area would like better connectivity (walking, biking, etc.) to transit options on College Ave.			
5	Highland Manor Manufactured Home Park	Pedestrian & Bicycle Safety	It seems it will be very difficult for this community to access the bus route. Is it possible to add a pedestrian bridge over the canal so they can walk to the bus stop easier?			
6	Phesant Ridge Neighborhood	Information	All information at bus stops, especially the current routes, should be up to date. Bus stops should have some sort of system to alert the timing of the buses			
7	Eaton Street & Cedar Street	Information	MAX should have a texting notification system to alert people when bus is coming or if it is going to be late. Bus route apps are not able to accessed by those who do not have internet			

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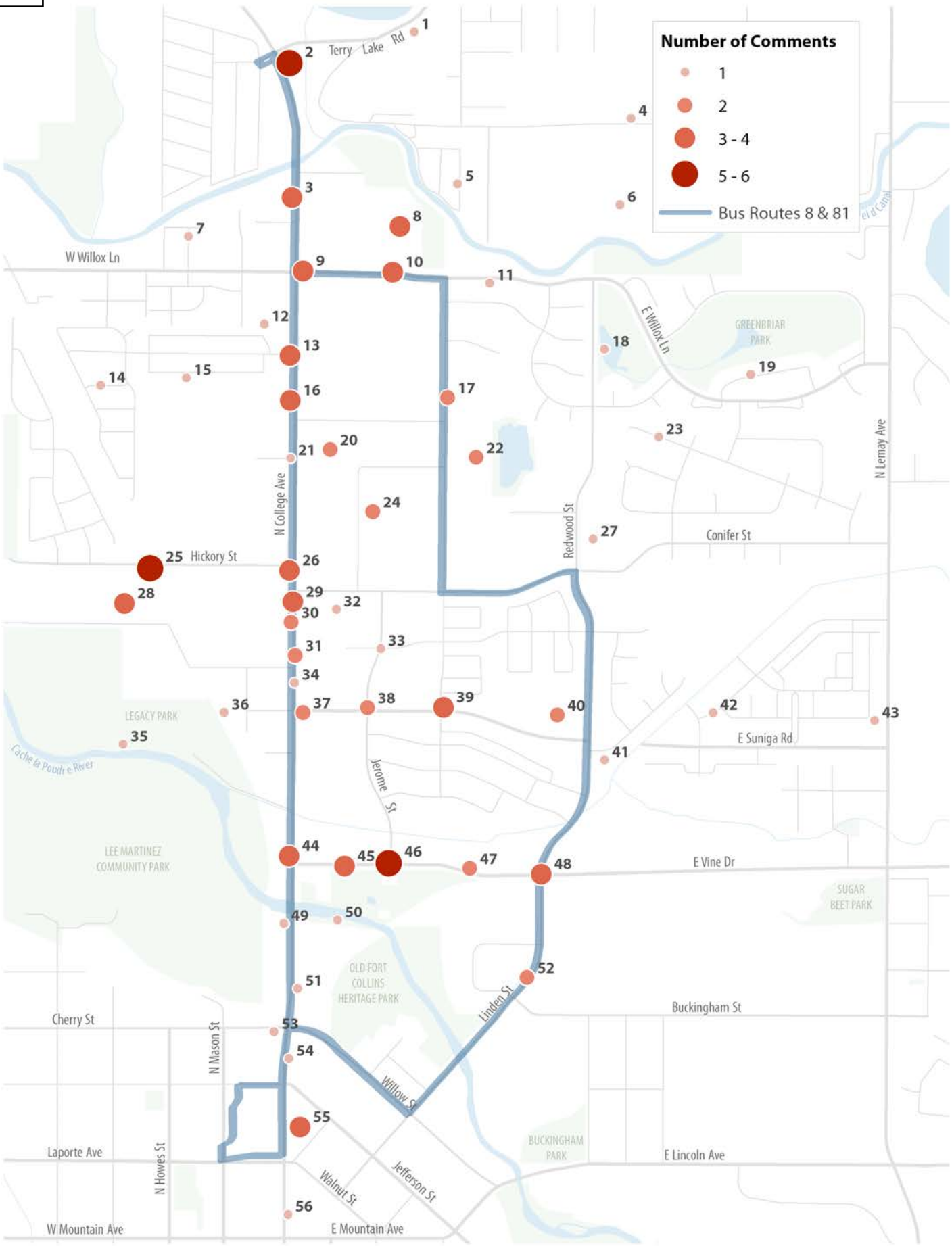
Location ID	Location Name	Category	Comment	Submitted in Spanish?	Up Votes	Down Votes
8	King Soopers	Stops/ Destinations/ Connections	I could be wrong, but I think it would go a long way if it were possible to get the bus stop closer to the entrance of King Soopers. It would mean that people won't have to carry their groceries quite so far.		2	
		Stops/ Destinations/ Connections	Destination - King Soopers		1	
		Pedestrian & Bicycle Safety	Bus stops at King Soopers are hard to access in the afternoon when it is busy- hard to cross the street to reach stops			
9	Willox Lane & North College Avenue	Pedestrian & Bicycle Safety	Look into underpasses or bridges for people walking, biking along the corridor.		1	
		Pedestrian & Bicycle Safety	While there is a bus stop on the other side of the street, it is very difficult to cross- look into stops on other side of street or cross walks for easier access			
		Stops/ Destinations/ Connections	Ideal for bus stop. This way people in surrounding areas can access bus stop that goes straight down college rather than having to take multiple routes to reach destinations			
10	Willox Lane & King Soopers Entrance	Rider Experience	more frequent transit opportunities and shelter needed for people using the transit stops here.		1	
		Stops/ Destinations/ Connections	Bus Stop			
		Stops/ Destinations/ Connections	Bus Stop			
11	Willox Lane (between Blue Spruce Drive & Bayberry Circle)	Pedestrian & Bicycle Safety	appreciate the extended sidewalk here!			
12	Signal Car Wash at North College	Pedestrian & Bicycle Safety	Blind spot biking back into our neighborhood around storage building			

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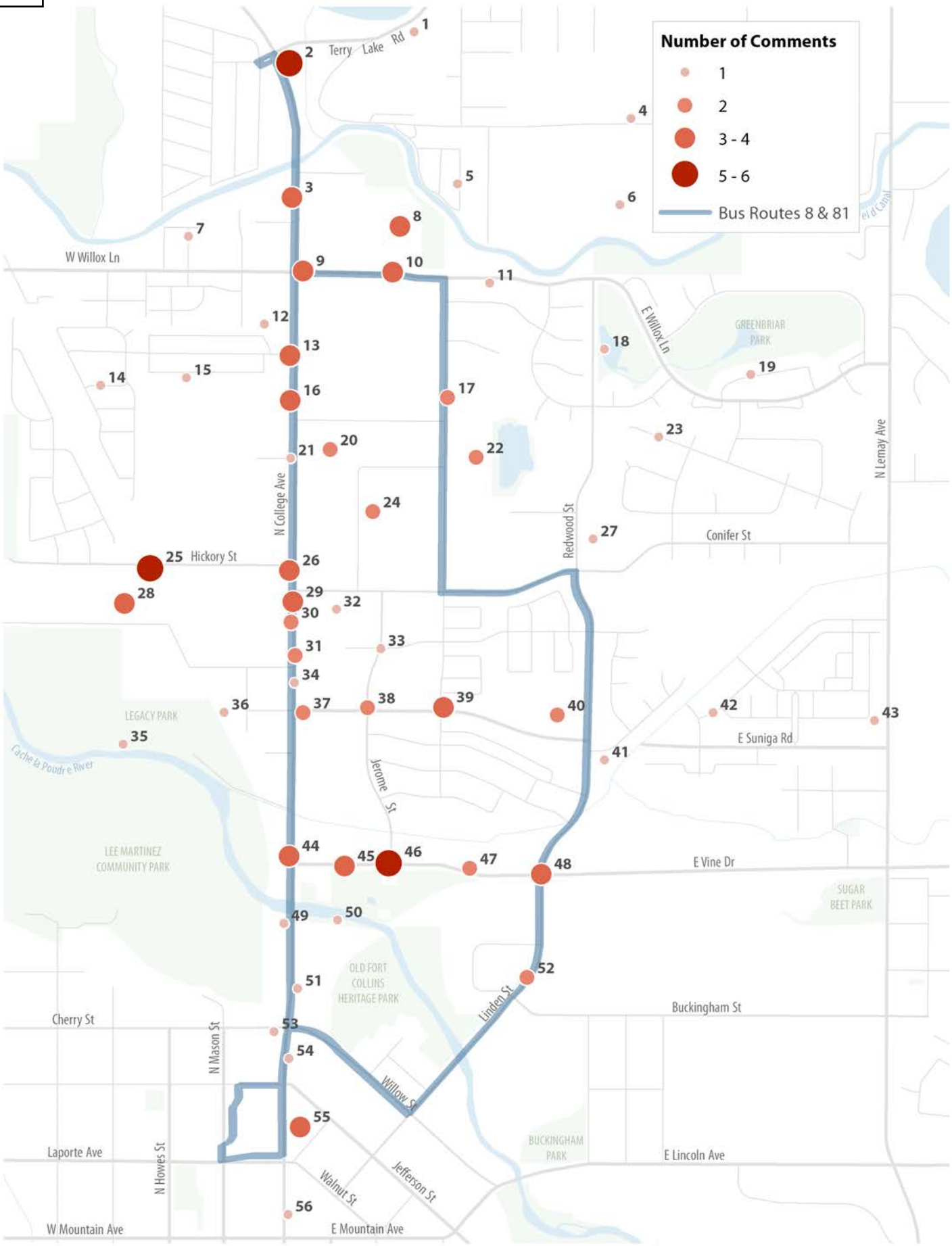
Location ID	Location Name	Category	Comment	Submitted in Spanish?	Up Votes	Down Votes
13	North College Manufactured Home Park Entrance & North College Avenue	Pedestrian & Bicycle Safety	There's no good place for a pedestrian or cyclist to cross the street.		4	
		Pedestrian & Bicycle Safety	Blind spot biking or walking on the sidewalk around this building		1	
		Pedestrian & Bicycle Safety	Northbound College Ave traffic turning left into the mobile home park are only yielding to oncoming southbound College Ave traffic, and do not look for pedestrians/ bicyclists on the sidewalk crossing this mobile home park entrance intersection.			
		Stops/ Destinations/ Connections	Bus Stop			
14	North College Manufactured Home Park	Stops/ Destinations/ Connections	Improve access to these houses			
15	North College Manufactured Home Park	Information	Bus stops should all have maps with all bus routes in addition to biking trails so people can determine if they want to bus or bike. Maps should have street names in large fonts so they are not so hard to read		1	
16	Bristlecone Drive & North College Avenue	Vehicle Traffic Related	Slower speeds along College		2	
		Pedestrian & Bicycle Safety	This sidewalk would be perfect for a two-way bike lane (such as on Vine) and connect with Mason here alongside the bike coop for much safer bike lanes up here versus the "bike lane" that is up here now which is not enough room from fast, loud highway traffic.			
		Pedestrian & Bicycle Safety	Bike lane entirely too close to 18 wheeler and loud highway traffic. It is nerve wracking to try to bike in this lane, inches away from traffic going 40-50mph			
		Stops/ Destinations/ Connections	Destination - Bike Co-op			
17	Bristlecone Drive & Blue Spruce Drive	Stops/ Destinations/ Connections	Bus stop in front of N2N to connect quickly w/ downtown transit center to get to CSU. 8/81 are too slow, unpredictable and don't feel comfortable parking car at downtown transit center.		1	
		Stops/ Destinations/ Connections	Bus stop as close as possible to N2N. Resident has to transfer buses lots of times to get here from taking child to school in sage			

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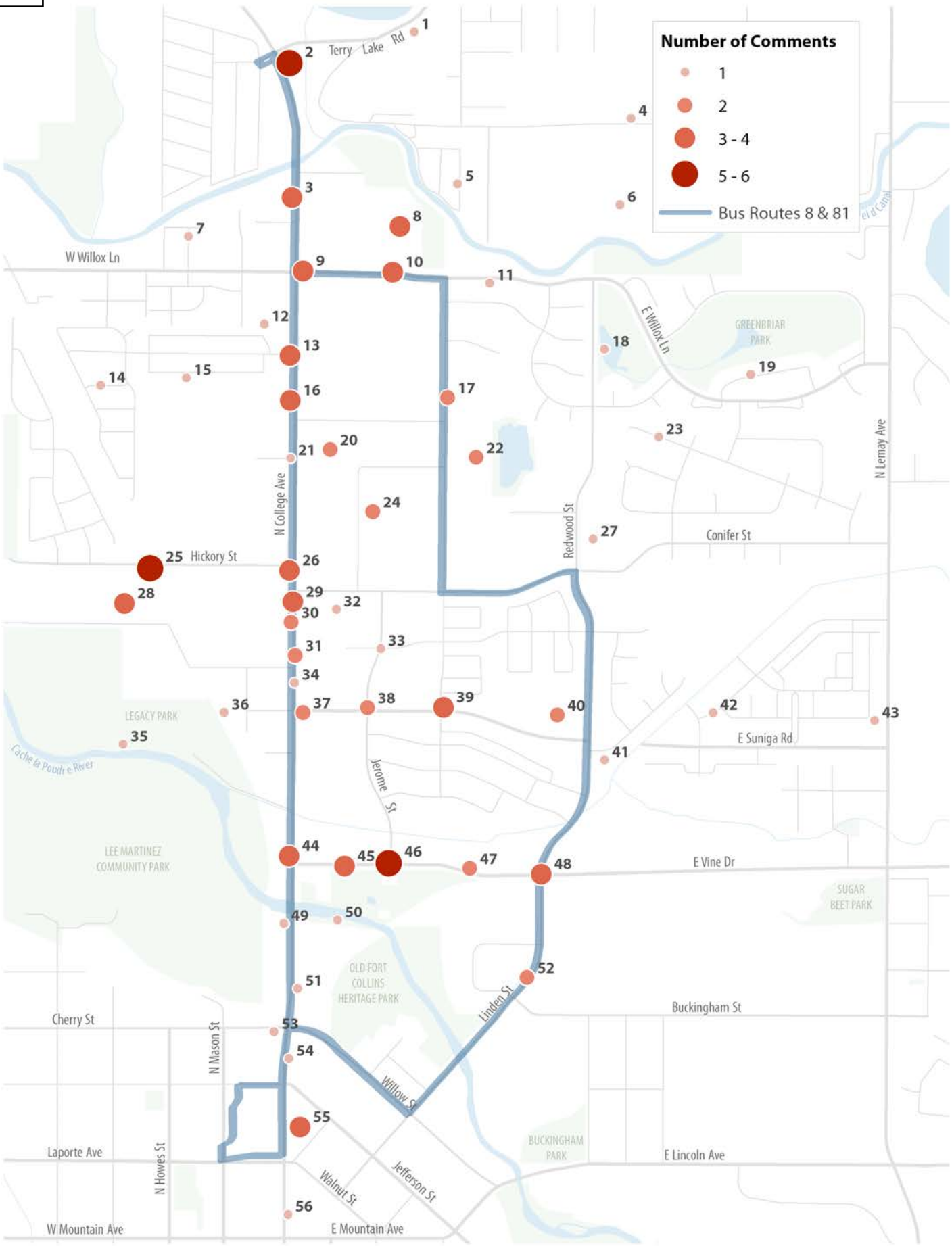


Location ID	Location Name	Category	Comment	Submitted in Spanish?	Up Votes	Down Votes
18	Redwing Marsh Natural Area	Rider Experience	Bus stops should avoid using metal benches because they become drenched during rain. Also unsafe to sit on metal benches during stops unless properly grounded			
19	Greenbriar Park	Stops/ Destinations/ Connections	I visit the park here		1	
20	North College Avenue (between Bristlecone Drive & Hickory Street)	Pedestrian & Bicycle Safety	Bikes are on sidewalks going the wrong direction, very dangerous w/ cars exiting/ entering housing and or businesses. Bikes need to confine themselves to bike lanes, going the correct direction.		2	1
		Pedestrian & Bicycle Safety	While agree that bike riders do need to go the "correct way" whenever possible (e.g. not riding against traffic on a sidewalk), North College bike transportation presents a challenge since there are not a lot of good places for bikes to cross streets, then come back to the place the rider needs to go across traffic. A two-way, dedicated bike line alongside a BRT system could help.	Yes		
21	Hibdon Court & North College Avenue	Vehicle Traffic Related	Really difficult to drive across No College to head north. Cars drive fast and shrubs in median block the view to see cars coming.			
22	Blue Spruce Drive & Red Cedar Circle	Stops/ Destinations/ Connections	Goose Hollow Natural Area			
		Stops/ Destinations/ Connections	Poudre Valley Mobile Home Park			
23	Evergreen Neighborhood	Rider Experience	There is a problem with trash around bus stops. Concern of whether bus stops will be regularly cleaned			
24	Food Bank for Larimer County	Stops/ Destinations/ Connections	is there adequate and direct transit to these locations for those who need them?			
		Stops/ Destinations/ Connections	I would like the bus to go to the outside of the hikori village mobile trailer parking lot because to catch the bus it is up to college and it is very far, you could do something with that, I would appreciate it very much, thank you			

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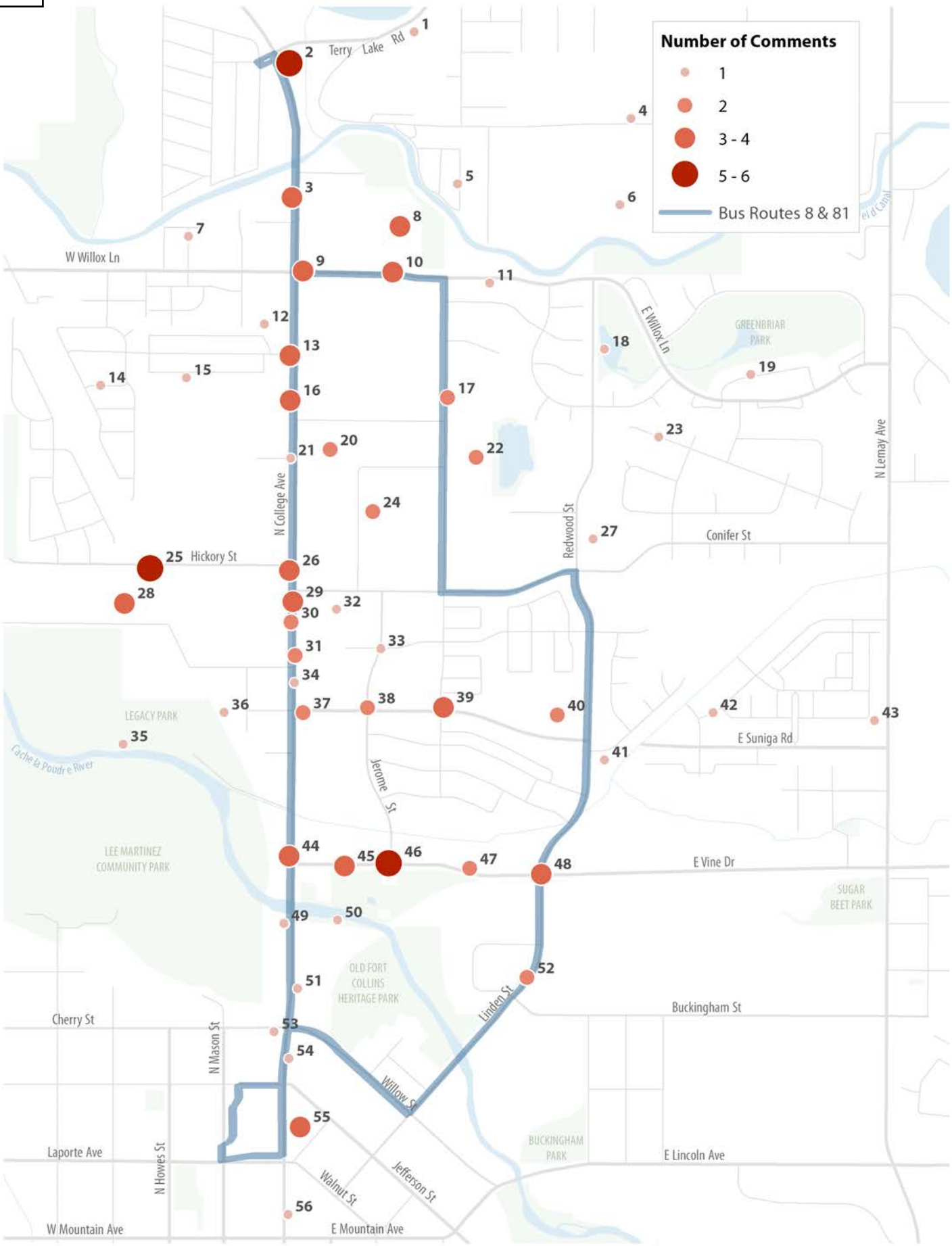


Location ID	Location Name	Category	Comment	Submitted in Spanish?	Up Votes	Down Votes
25	Hickory Street (between Hickory Trail & North College Avenue)	Pedestrian & Bicycle Safety	Signage to direct people to Hickory and Poudre trails.		2	
		Stops/ Destinations/ Connections	Destination - Hickory Trail access		1	
		Pedestrian & Bicycle Safety	Hickory street has no bike path. Dangerous glass and debris on road. Bike path would be beneficial			
		Stops/ Destinations/ Connections	Connect with the max			
		Stops/ Destinations/ Connections	Access to the Family Center			
26	Hickory Street & North College Avenue	Pedestrian & Bicycle Safety	Better indicating Poudre Trail access via Hickory.			
		Stops/ Destinations/ Connections	Taco truck			
		Stops/ Destinations/ Connections	Bus Stop	Yes		
27	Conifer Street & Redwood Street	Rider Experience	For bus stops: concerns about open bus stops, people would prefer shelter to protect them from sun/getting splashed in winter	Yes		
28	Hickory Trail	Pedestrian & Bicycle Safety	This route provides parallel bike facility to support the North College Corridor. It would be helpful if the trail had City wayfinding for destinations on North College, the future BRT, and safe crossing(s) of College. Maybe the trail could have ground level lighting so the natural area isn't too lit up. The Lyric is a destination accessed from this corridor.	Yes	3	
29	Conifer Street & North College Avenue	Stops/ Destinations/ Connections	Lyric - LOVE!	Yes	1	
		Stops/ Destinations/ Connections	The only "destination place" that I go on North College is the Lyric. I live at the end of the #7 bus in Rigden Farm and would always take the bus/Max when it was on Mountain Avenue. It would be nice not to have to drive to the theater!	Yes		
		Stops/ Destinations/ Connections	Bus Stop	Yes		



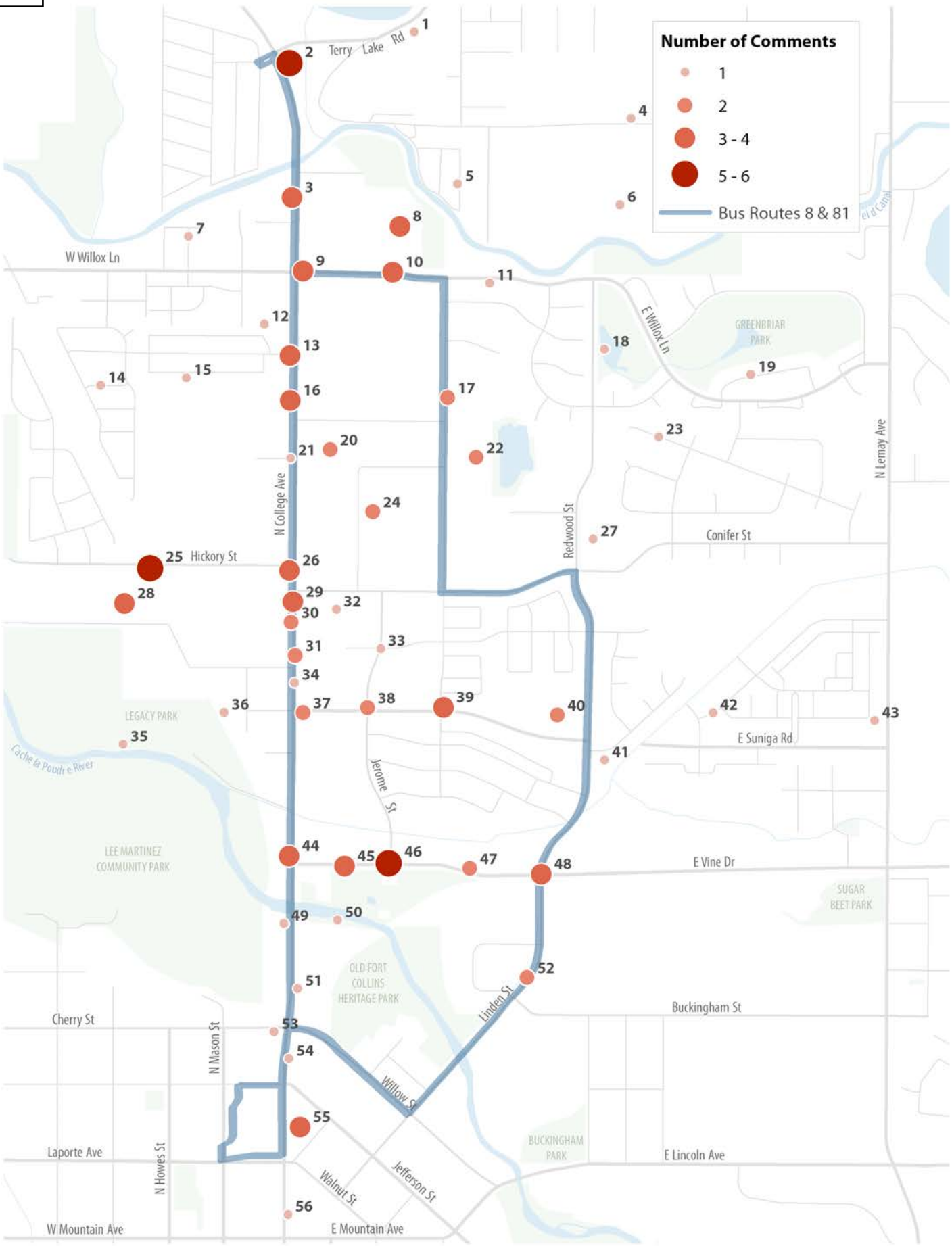
Location ID	Location Name	Category	Comment	Submitted in Spanish?	Up Votes	Down Votes
30	North College Avenue (between Conifer Street & Hemlock Street)	Pedestrian & Bicycle Safety	Shared, separated bike/ped facilities along N. College		3	
		Pedestrian & Bicycle Safety	Protected bike lanes a must given the speeds on US-287. This is an essential N/S route to access businesses along the corridor.		2	
31	Hemlock Street & North College Avenue	Vehicle Traffic Related	Slower speed limits and traffic calming measures along corridor to make it more attractive to people walking, biking.		1	
32	JAX Fort Collins Outdoor Gear	Stops/ Destinations/ Connections	JAX		1	
33	Lupine Street & Jermome Street	Pedestrian & Bicycle Safety	Lupine example of road that could extend to provide access to College from Old Town North.			
34	North College Avenue (between Hemlock Street & Suniga Road)	Information	Public Transport Classes			
35	Woodlawn Drive & Hickory Trail	Pedestrian & Bicycle Safety	I recently discovered this trail and use it to go to the Lyric theater. Lighting needed to make it safe to use when it's dark.		3	
36	Suniga Road & Mason Street	Pedestrian & Bicycle Safety	New trail to line up with Suniga crossing.		2	
37	Suniga Road & North College Avenue	Stops/ Destinations/ Connections	MAX stop location (Old Town North access); traffic/pedestrian light would also make more accessible for pedestrians and cyclists.		1	
		Pedestrian & Bicycle Safety	Lack of walking/biking access alternatives to Suniga to get onto College; opportunities for making access between College Ave. and Old Town North more permeable.			
38	Suniga Road & Jerome Street	Pedestrian & Bicycle Safety	Heavy, fast traffic, no safeguards for pedestrians. Crossing too dangerous, too exposed.		1	
		Pedestrian & Bicycle Safety	Unsure whether sidewalks on Suniga will be a mix of walking and biking access; feels like a road that needs a separate bike lane.			

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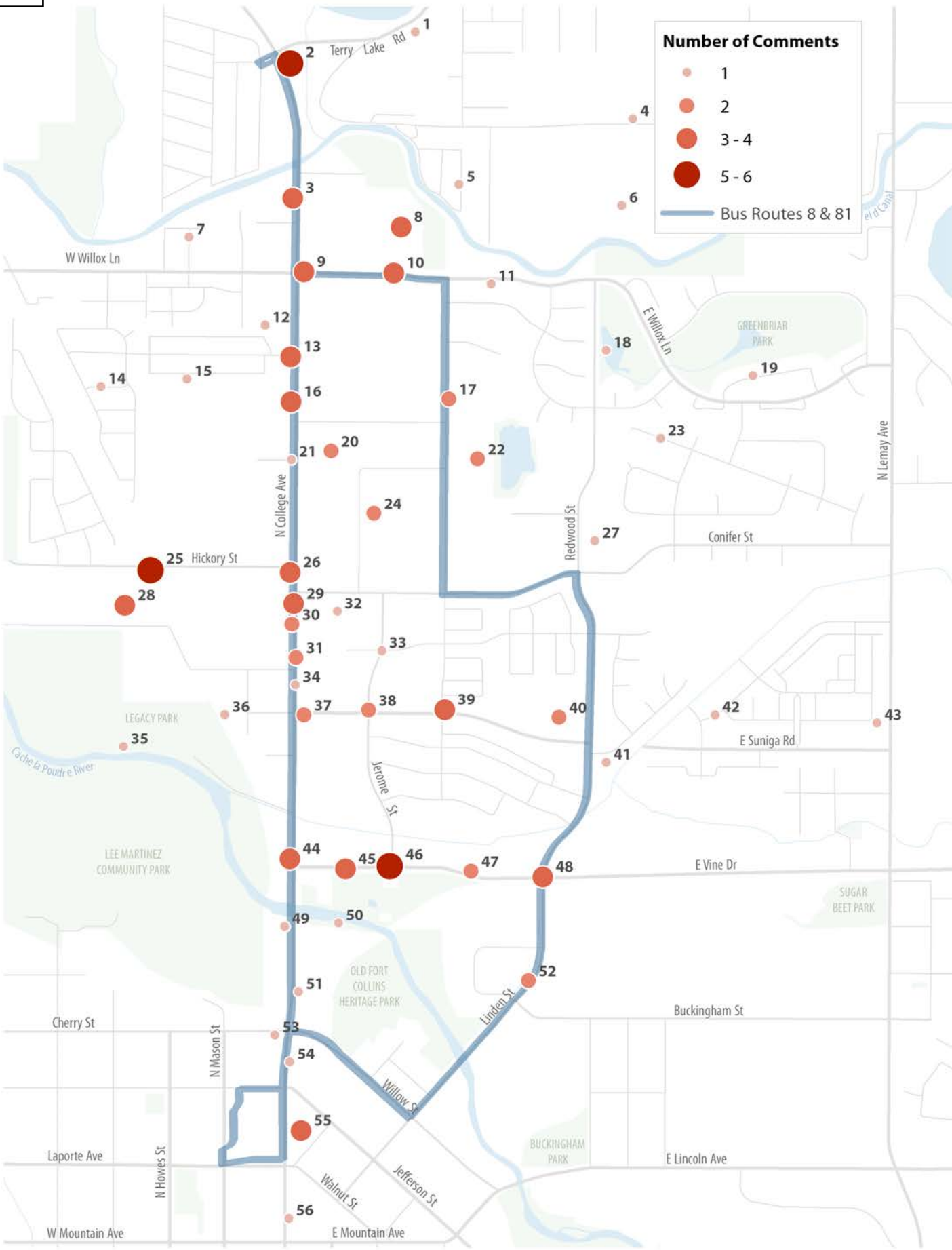
Location ID	Location Name	Category	Comment	Submitted in Spanish?	Up Votes	Down Votes
39	Suniga Road & Blue Spruce Drive	Pedestrian & Bicycle Safety	Feels like the Mason Street on this side of College, nice low-traffic alternative to travelling on College. Would like to see it made safer for walking and biking, reaching MAX stop.			
		Pedestrian & Bicycle Safety	Heavy fast traffic, limited pedestrian safety.	Yes		
		Pedestrian & Bicycle Safety	Blue Spruce used to be more chill. Now I can't cross Suniga at Blue Spruce anymore, avoid area. No crosswalks, no stop signs, no traffic control; wide road with fast traffic.			
40	Greenspace (at Suniga Road & Redwood Street)	Stops/ Destinations/ Connections	Green space		1	
		Stops/ Destinations/ Connections	Green Space			
41	Suniga Road & Redwood Street	Vehicle Traffic Related	appreciate the flags for new stop signs very much - can intersection stop signs be consistent along this route? I know 4 ways slow traffic but there are a lot of brewries in the area and consistency might help.			
42	Suniga Road (between Redwood Street & Lemay Avenue)	Stops/ Destinations/ Connections	I appreciate the housing opportunities being created here but wonder if a two lane road (Lemay) will be able to support the additional traffic - can a transit stop be part of planning here?			
43	Suniga Road & Lemay Avenue	Vehicle Traffic Related	concern about driving during construction along Lemay - how long will lane slowdowns continue?			
44	Vine Drive & North College Avenue	Stops/ Destinations/ Connections	MAX stop location		1	
		Pedestrian & Bicycle Safety	Better intersection safety, concerns of speed of cars coming off of College onto Vine; increasing sidewalk width at this intersection.			
		Rider Experience	General note for bus stops - more secure shelters at stops, away from traffic.			
		Stops/ Destinations/ Connections	I would like a bus stop on this corner for the new water park there.			
45	Vine Drive (between North College Avenue & Jerome Street)	Pedestrian & Bicycle Safety	Vine doesn't feel safe to cycle on. Potholes, gravel, etc.			
		Pedestrian & Bicycle Safety	Vine does not feel safe for walking and biking. Some areas are better than others.			
		Pedestrian & Bicycle Safety	Certain parts of Vine feels unsafe for walking or biking.			

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Location ID	Location Name	Category	Comment	Submitted in Spanish?	Up Votes	Down Votes
46	Vine Drive & Jerome Street	Pedestrian & Bicycle Safety	Unsafe intersection for walking and cycling; would want safety improvements if this was the route to reach the N. College MAX.	Yes	1	
		Outside Scope or Maintenance	Snow not shovelled off the sidewalk, there is always gravel (trucking company).			
		Outside Scope or Maintenance	No curb cut on South side, have to go into driveway of metal place	Yes		
		Pedestrian & Bicycle Safety	This intersection is dangerous. A cyclist was recently killed. Pothole, gavel and puddles are hazards. There is a wooden fence that limits visibility at this intersection.	Yes		
		Pedestrian & Bicycle Safety	This intersection is dangerous. A cyclist was recently killed here. Gravel in the road, puddles & potholes in the road.	Yes		
		Vehicle Traffic Related	Tall wooden fence a visibility problem	Yes		
47	Vine Drive (between Jerome Street & Redwood Street)	Pedestrian & Bicycle Safety	Sidewalk issue	Yes	1	
		Pedestrian & Bicycle Safety	Sidewalk ends, no safe pedestrian access afterwards.	Yes		
48	Vine Drive & Redwood Street	Rider Experience	Homeless - improve security	Yes		
		Stops/ Destinations/ Connections	A stop there is also necessary it is a long way to the other bus stop	Yes		
		Stops/ Destinations/ Connections	Bus Stop	Yes		
49	Poudre Trail & North College Avenue	Stops/ Destinations/ Connections	Destination - access to Poudre Trail	Yes		
50	Poudre River Whitewater Park	Stops/ Destinations/ Connections	Destination - Whitewater Park	Yes		
51	North College Avenue (between Vine Drive & Cherry Street)	Extent or Frequency of Service	Extend the hours until 10pm	Yes		
52	Buckingham Street & Linden Street	Pedestrian & Bicycle Safety	Crossing the street by Linden/New Belgium to reach the existing bus stop is difficult			
		Vehicle Traffic Related	street parking being a norm here could lead to pedestrian and/or driving issues			
53	Cherry Street & North College Avenue	Vehicle Traffic Related	semis merging and turning here make this a dangerous and frustrating intersection			

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Location ID	Location Name	Category	Comment	Submitted in Spanish?	Up Votes	Down Votes
54	North College (between Cherry Street & Maple Street)	Vehicle Traffic Related	"I find this intersection very stressful. - Large Semi trucks have to merge with traffic (leaving Jefferson onto College) - Some vehicles leaving Jefferson try to cross all lanes of traffic to turn left onto Cherry street"		3	
55	North College Avenue (between Maple Street & Laporte Avenue)	Rider Experience	Improve driver training			
		Rider Experience	Improve ventilation and cleaning			
		Stops/ Destinations/ Connections	The Exchange as a model of a type of development residents would like to see on North College.			
56	North College Avenue (between Laporte Avenue & Mountain Avenue)	Vehicle Traffic Related	people walking out of vehicles in the center of College to reach stores and restaurants make this dicey driving - and walking			
N/A	Unmapped	Extent or Frequency of Service	Students currently use 8/81 to go to schools around shields/overland and would benefit from faster service			
		Extent or Frequency of Service	Buses for Walgreens on Lemay should be faster			
		Outside Scope or Maintenance	On Bus route 14- where the route meets the highway is very dangerous in terms of crossing the street- look into crosswalk or overpass so people don't have to run			
		Rider Experience	Wants bus to slow down sooner before bus stops to prevent lurching forward if standing			
		Stops/ Destinations/ Connections	There are no transit stops near my house nor along Trilby. I have to drive to the south transit center, so why not just drive all the way to CSU or Old Town?			

3. SUMMARY OF WEB MAPPING & QUESTIONNAIRE FREE RESPONSES

Web Map Input & Questionnaire Free Responses Summary

North College MAX Study

Public input was collected through an online interactive web map in which community members could post comments about transportation around the North College corridor on a map. After the web map closed the comments placed on the map were sorted into six categories based on the issues the comment raised. The six categories are pedestrian and bicycle safety, key destinations and stop locations, transit rider experience, vehicle traffic, transit frequency and hours of service, and transit information. This document briefly summarizes the key takeaways from the comments in each of these categories. Additionally, the final section of this document summarizes the key take-aways from the free responses from the online questionnaire.

Pedestrian and Bicycle Safety

The largest share of map comments (42) were about pedestrian and bicycle safety. The following list includes the most common topics that were brought up in these comments:

- Unprotected bike lanes on North College feel uncomfortable and stressful.
 - There is a desire for either protected bike lanes or shared use path wide enough to handle two-way bicycle traffic on North College.
 - Some comments suggested creating parallel bicycle routes one block off of North College.
- More high-comfort pedestrian and bicycle crossings are desired, especially across North College and near bus stops.
- Filling in sidewalk and bike lane gaps on the side streets and creating more connections to the neighborhoods surrounding North College would improve people's ability to access transit.
- Feels unsafe and uncomfortable to bike on Vine Street.
- Wayfinding and comfortable connections to nearby trails are desired.

Key Destinations and Stop Locations:

There were 38 comments that identified key destinations people currently travel on the North College corridor, and new transit connections they would like near the North College corridor. The following list summarizes these locations:

- Several comments requested either closer bus stops to the entrance of King Soopers or a more comfortable street crossing to get from King Soopers to the stop on the far side of the street.
- Improved transit access is desired to the manufactured home communities to the west of North College including Poudre Valley Mobile Home Park, North College Community, and Hickory Village.
- More high-comfort pedestrian crossings are desired to access bus stops across major roadways like North College.
- People want easy transit connections to essential service providers.

- People currently access parks, green space, and trails near North College.
- There is a desire for new stops to be considered with the construction of large new developments.

Transit Rider Experience

There were 12 comments which brought up issues of customer experience when riding transit. These comments brought up:

- A desire for improved driver training or ways to give feedback on driver performance.
- Improvement of bus stop amenities like shelters, improved benches, and trash cans.
- Enhancing the sense of personal safety for transit riders.

Vehicle Traffic

Ten comments cited issues with vehicular traffic on the corridor. The top two issues were:

- Vehicle speeds feel too fast on North College Avenue.
- The intersection of Cherry Street/Willow Street and North College feels unsafe and there are concerns about truck traffic merging here.

Transit Frequency and Hours of Service

There were five comments with requests for altered transit service including:

- Later service hours, ranging from 10pm to 12pm and including weekends
- Faster Travel Times

Transit Information

Four comments expressed a desire for greater information about riding transit including route and schedule information at stops, real-time service alerts, and rider trainings.

Online Questionnaire Free Responses

There were several places where questionnaire respondents could give open comments. Many of these comments echoed the responses given through the online web map. The following list summarizes the most common take-aways from the free responses:

- Walking and biking to/from and on North College feels unsafe and can be challenging for people with disabilities.
- Facilities that are separated from vehicle traffic are desired for bicycles on North College.
- Higher levels of investment are desired if a MAX service is implemented on North College, like bus only lanes, high-frequency service, and bus priority signals.
- Some respondents are concerned MAX service on North College may disrupt existing routes or make existing routes more indirect.
- MAX service on North College that connect with South Fort Collins is desired by some respondents.
- Some respondents have concerns about their personal comfort and safety when riding the bus.

- Some respondents find it challenging or inefficient to reach destinations outside of the North College corridor.
- Several respondents expressed support for MAX service on North College.

PHASE TWO PUBLIC INVOLVEMENT REPORT

NORTH COLLEGE MAX PLAN

April 14, 2022



Prepared by:



**INSTITUTE FOR THE
BUILT ENVIRONMENT**
COLORADO STATE UNIVERSITY

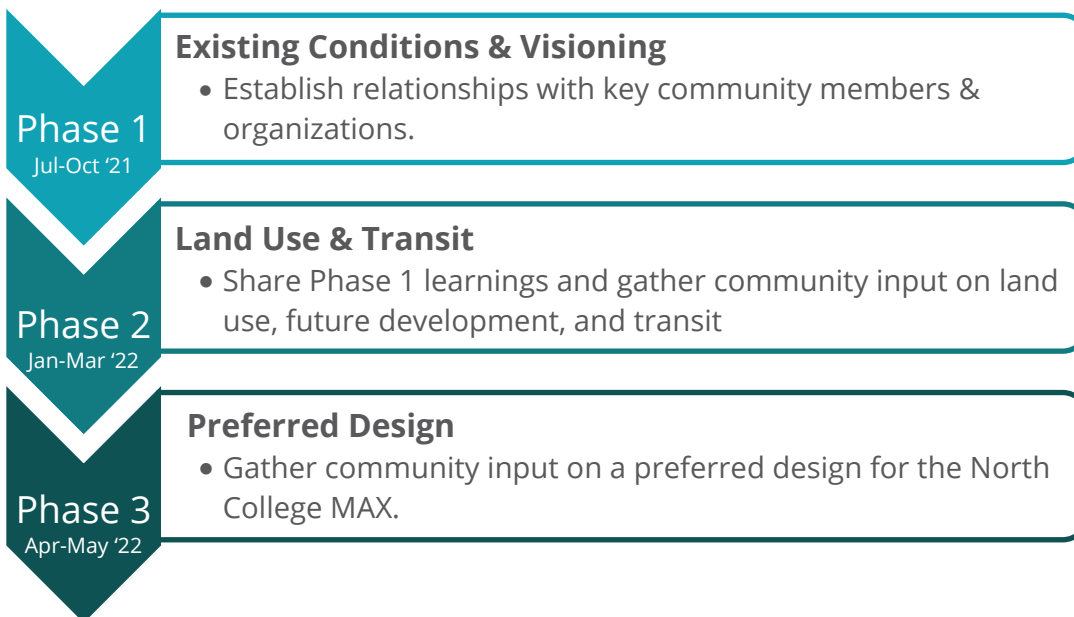
EXECUTIVE SUMMARY

PURPOSE OF THIS REPORT

The purpose of this report is to summarize the results from Phase Two of public engagement for the North College MAX planning process, conducted January to March 2022. This phase of engagement focused on community perspectives related to the relationship between land use (e.g., density of housing and jobs) and the level of transit service (e.g., hours and days of service, dedicated travel lanes, quality of amenities). The outcomes presented in this report will be used to inform the development of the overall North College MAX Plan.

Public Involvement Process

The public will be engaged throughout the planning and design process, starting in 2021 through mid-2022. Public involvement is being conducted through three phases:



PHASE TWO PUBLIC INVOLVEMENT ACTIVITIES

A team based at Colorado State University (CSU), comprised of the Institute for the Built Environment (IBE) and the Rojas Public Health Lab, designed and implemented public engagement activities with guidance from City of Fort Collins staff and in partnership with Fehr & Peers. The focus of Phase Two engagement centered on the relationship between

land use (e.g., density of housing and jobs) and the level of transit service (e.g., hours and days of operation, dedicated bus lanes, quality of amenities, etc.). Phase Two engagement took place from January through early March 2022.

The team encouraged public participation by leveraging relationships developed in Phase One of engagement. Over 50 businesses, organizations, and residential communities were provided shareable content for social media and newsletters, with the option to distribute print collateral (postcards and posters). In addition, the City mailed a postcard to 4,700 residential and commercial addresses within the area between Laporte Avenue, Shields Street, Lemay Road, and Gregory Road.

Participation incentives (\$45 Visa gift cards) were provided to residents whose participation in a 90-minute workshop fell outside of their typical job responsibilities.

Public Involvement Reach & Engagement

Nearly 700 individuals were directly engaged through in-person and online community workshops; short presentations; in-person, on-board transit questionnaires; or brief interactions with the City's Community Connectors volunteers, who also distributed postcards. Postcards encouraging participation in workshops and the questionnaire were mailed to residential and commercial addresses in and adjacent to the plan area; distributed by Community Connectors; and provided to community organizations for distribution. In addition, an online questionnaire was available. Across activities, participants included residents, community-based organizations, area businesses, and select committees and advisory boards. The workshops, questionnaire, postcards, and website were offered in both English and Spanish.



Figure 1. Community Connectors volunteers engage fellow community members.

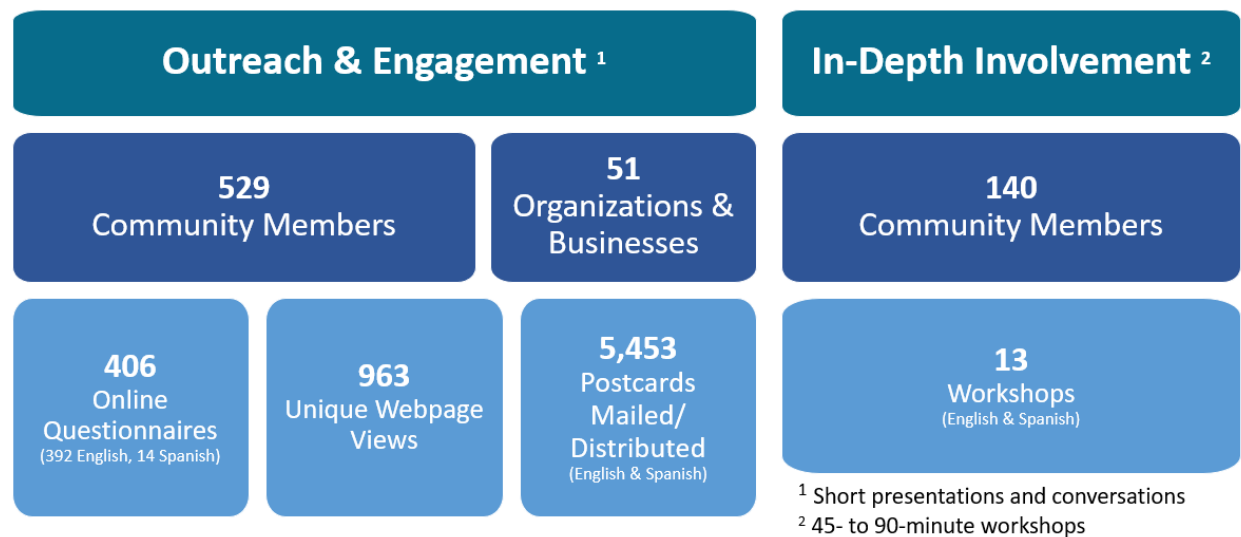


Figure 2. Phase 2 outreach metrics

PHASE 2 PUBLIC INVOLVEMENT OUTCOMES

Overall Summary

The results below summarize the outcomes from all workshops and the online questionnaire. A full report from the online questionnaire is included as an appendix. Individual workshop summaries have been provided to the City of Fort Collins and are available upon request.

Desired Destinations & Connectivity

- The highest priority connection was to Downtown Fort Collins.
- The second and third highest priority connections were on Lemay Avenue: Poudre Valley Hospital / Safeway shopping center, and the Walmart/Home Depot shopping center. When combined, the destinations on Lemay have slightly higher priority than the downtown connection.
- Many, particularly in the workshops, expressed a desire to provide a park-n-ride for those coming from the north of town, especially residents to the northeast of the plan area.

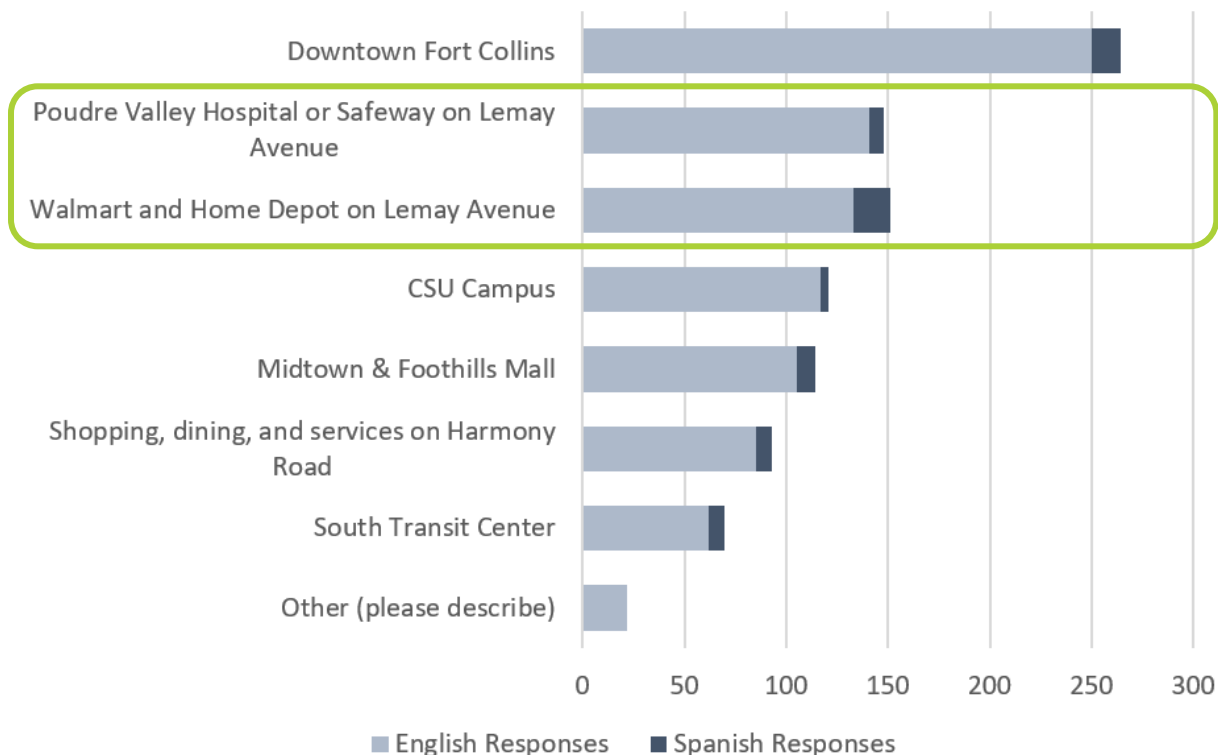


Figure 3. Combined online questionnaire and workshop polling responses to the question "What are the two transit connections you would most like to see to/from the North College corridor?" Note that combined, there are slightly more responses for destinations on Lemay than for Downtown.

New Development Density & Level of Transit Service

Overall, the community was supportive of adding housing and jobs to the area, particularly when that density helped to achieve multiple community goals, including better transit options, affordable and attainable housing, small businesses, restaurants, and other community amenities.

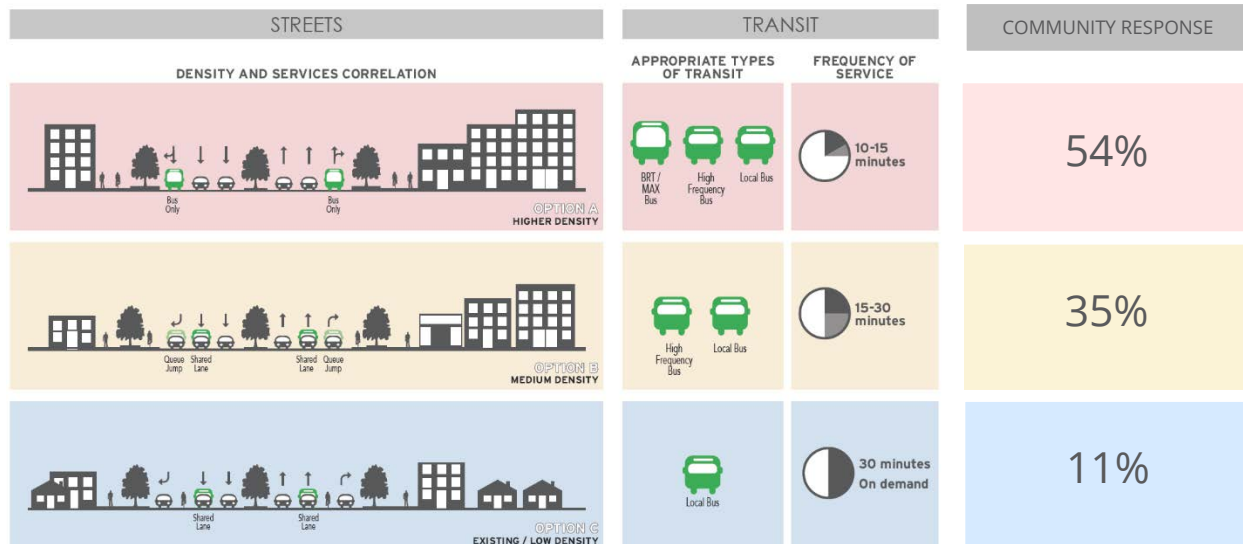


Figure 4. Combined online questionnaire and workshop polling responses regarding preferred option of density and related level of transit service.

Priorities for Types of Land Uses

The community values a mix of new and existing land uses, with a strong preference for maintaining and expanding residential affordability and encouraging small businesses.

Top priorities include the following:

- Affordable and attainable housing, including preserving existing affordable housing (currently, primarily mobile homes)
- Restaurants
- Local business incubator
- Mixed income housing
- Arts & Entertainment

Location & Height of New Development

The community expressed openness to new residential and commercial development throughout the corridor, with some emphasis on developing vacant lots and buildings. While there are some who would rather not see new development, they were the minority.

Assuming higher density would help achieve their goals (see above), about 40% of the community indicated that they preferred building heights up to three stories. The remaining participants expressed interest in buildings up to five stories (over 30%) or up to

eight stories (over 20%), indicating that the community may be open to exploring building heights higher than three stories.

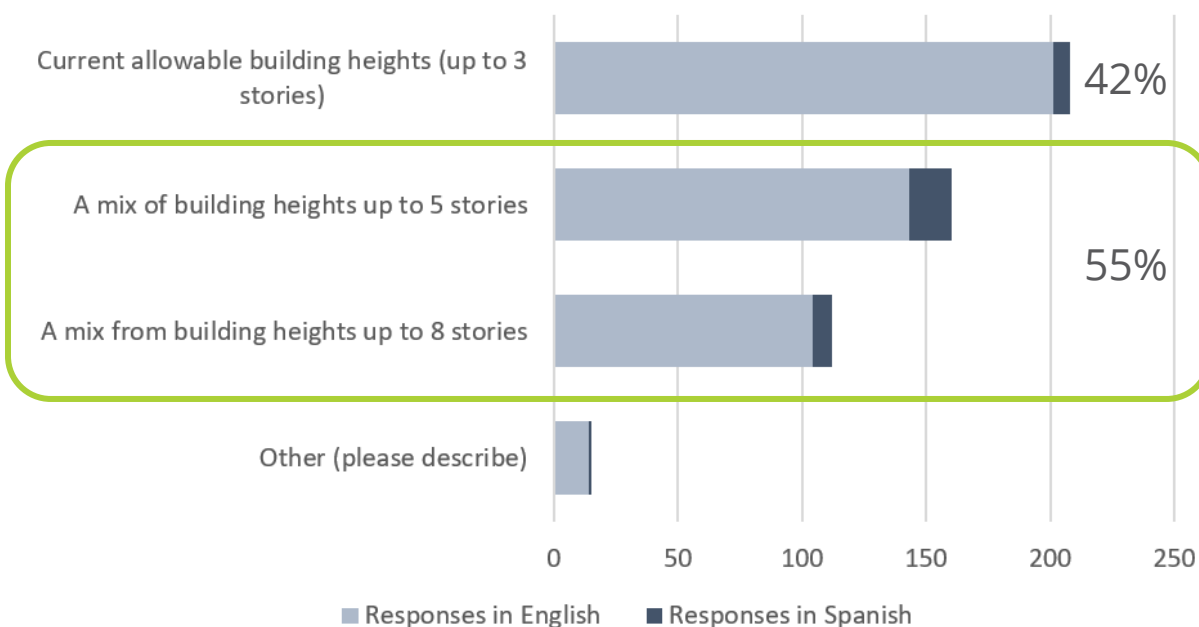


Figure 5. Combined online questionnaire and workshop polling responses to the question “If a higher density of housing and commercial buildings helped to meet the priorities that you identified above, what height of buildings would be acceptable to you? (Choose one.)” Of note, collective responses for a mix of building heights of up to 5 stories and up to 8 stories is greater than the response for heights limited up to 3 stories.

Concerns Regarding Unhoused People in the Area

Many community members expressed a variety of perspectives and concern related to those experiencing homelessness, addiction, and mental health challenges. Some expressed a desire for additional support services and community education, while others expressed fears about safety, both on and off public transit. Many expressed the need for ongoing service on transit routes 8/81 to provide front-door access to the services in the area.

Audience-Specific Concerns

The sentiments above reflect consistent messages across all populations who participated in the workshops and online questionnaire. Because the majority of respondents were area residents, the overall summary above also reflects the perspectives of this audience. The comments below reflect nuances unique to different populations.

Spanish-Speaking Community

- Higher importance placed on a Hispanic/Latino community center and an affordable childcare center

- Higher desire to connect to Walmart/Home Depot on Lemay
- Most likely to express a range of safety concerns, ranging from confrontations with unhoused people, safety boarding the bus, and pedestrian safety accessing and crossing College Avenue

Business Community

- Higher concern for preserving existing businesses and greatest support for a small business incubator
- Higher preference for development on properties facing or next to College Avenue than other populations, but still highest preference for development throughout the corridor (not just along College Avenue)
- Interest in seeing North Fort Collins extend from downtown with a similar level of density, but while maintaining an eclectic and different feel

Responses from Those Outside the Area

- Most open to five- and eight-story buildings
- More concerned with preserving and adding affordable and attainable housing than overall respondents

Social Service Organizations

- Particular interest in greater regional connectivity, as they are currently using services like Uber to transport clients
- Interest in seeing connectivity to the medical services on Lemay Avenue

Summary of Open-Ended Questions from Questionnaire

A summary, including individual responses from the open-ended questions from the online questionnaire can be found in Appendix A. Key highlights included:

- Support for MAX service and new development
- Concerns about displacement due to new investments
- Need for safe and comfortable infrastructure for walking and biking along, crossing, and connecting into North College Avenue
- Complex concerns regarding unhoused people in the area
- Desire to preserve and create parks and open spaces
- Desire to preserve unique and authentic character of the area
- Among Spanish-language respondents, desire for a bus stop at Hickory Village and concerns regarding MAX service frequency and hours

NEXT STEPS

Input from Phase One and Phase Two public engagement will inform design options for the North College MAX Plan. The team will continue to engage key stakeholders and the public in Phase Three, focused on the final plan.

NORTH COLLEGE MAX BRT

OUTREACH PHASE 2 SUMMARY

April 2022



SUMMARY OF ONLINE QUESTIONNAIRE & WORKSHOP POLL RESULTS

The following report documents the responses for each question asked in the online questionnaire and in the in-person workshops during phase two of public outreach for the North College MAX Study. The online questionnaire was available in both English and Spanish. **A total of 406 people responded to the questionnaire – 392 in English and 14 in Spanish.** Similarly, there were Spanish-language, English-language, and bilingual workshops hosted during phase 2 of outreach. **The data in this summary includes the responses of 115 workshop participants (93 English-language participants and 22 Spanish-language participants).**

In total, this summary reflects input from 521 community members across both survey respondents and public workshop participants.

Responses to each question are displayed as charts showing the total number of responses received. Each multiple-choice question has a chart calling out if the responses were received in English or Spanish; these charts combine the total responses from both the online survey and the polls from the in-person workshops. A second chart displays the same results broken out by how survey respondents with different affiliations with the corridor responded to each question; this second chart shows survey results only and not workshop poll results, as information was not collected from workshop participants regarding their affiliation with the corridor.

If the survey question had an option for “Other (please describe),” the open-ended responses for that question are listed below the chart summaries. Workshops did not include an “Other (please describe)” option for individual poll questions but did include one “Additional comments” polling question; in this report, these additional workshop comments are included in the open-ended responses for question 6.

A few common themes rose out of the open-ended responses:

- Support for MAX Service and New Development on the North College Corridor**
 Many questionnaire respondents brought up their support and excitement for future investments in MAX service, development of vacant buildings, and improved bicycle and pedestrian infrastructure in the North College area. There were also a few comments in opposition of any types of change and investment in the area, but many more in support.
- Concerns about Displacement Due to New Investment**
 Many responses expressed concern over the possibility of gentrification and displacement of existing residents and businesses in the North College area if new investments and waves of new development were to make it too expensive to live or own a business in the area. Many of these comments were made as caveats to support for needed investment. In particular, protection of the existing mobile home parks and their residents was called out as a priority in many of the responses.
- Need for Safe and Comfortable infrastructure for Walking and Biking**
 Many respondents indicated a desire to see future investments to include improving the walking and biking network in the North College areas. Protected bike lanes, off-street trails, improved

sidewalks, safe pedestrian crossings, and reductions in curb cuts are all examples of the types of improvements respondents identified for future improvement in the study area.

- **Complex Concerns Regarding Unhoused People in the Area**

Many responses acknowledged that this area is an important resource for unhoused people and other community members in need of support and services, due to the number of service providers located in the North College area. Respondents presented a mix of different thoughts and concerns around these issues. Some want to see increases in services in the area, particularly medical care, mental health, and programs that help get people into housing; others are concerned that new investments will create pressure to move these services to further reaches of the City where they are less accessible; and others expressed concerns over personal safety due to individuals they have encountered while riding the bus or walking in the North College area.

- **Desire to See the Preservation and Creation of Parks and Open Space**

Another common theme was a desire for new investments in the area to preserve existing, and to create new, parks and open space.

- **Character of the North College Area**

The last theme that rose to the top from the open-ended responses was a desire for North College to have a unique and authentic character as pieces redevelop and new investments in infrastructure are made. Some of these comments desired to keep existing character while also making improvements.

- **Desire for a Stop at Hickory Village**

A bus stop at Hickory Village was a request that came up most in the Spanish-language responses in the in-person workshops, as well as in the Spanish-language open responses in the survey.

- **Questions About MAX Frequency and Expanded Service Hours**

Many participants in the Spanish-language workshop wanted to know what the future frequency of the MAX service on North College would be, with particular concerns around service becoming less frequent. Similarly, Spanish-language responses to the workshop poll identified a desire for expanded service hours for buses on North College, including on weekends.

The exact text of the open-ended responses can be read in the following sections that present the results for each question.

Question 1: What are the two transit connections you would most like to see to/from the North College corridor? (pick two)

Figure 1: Question 1 Results by Language

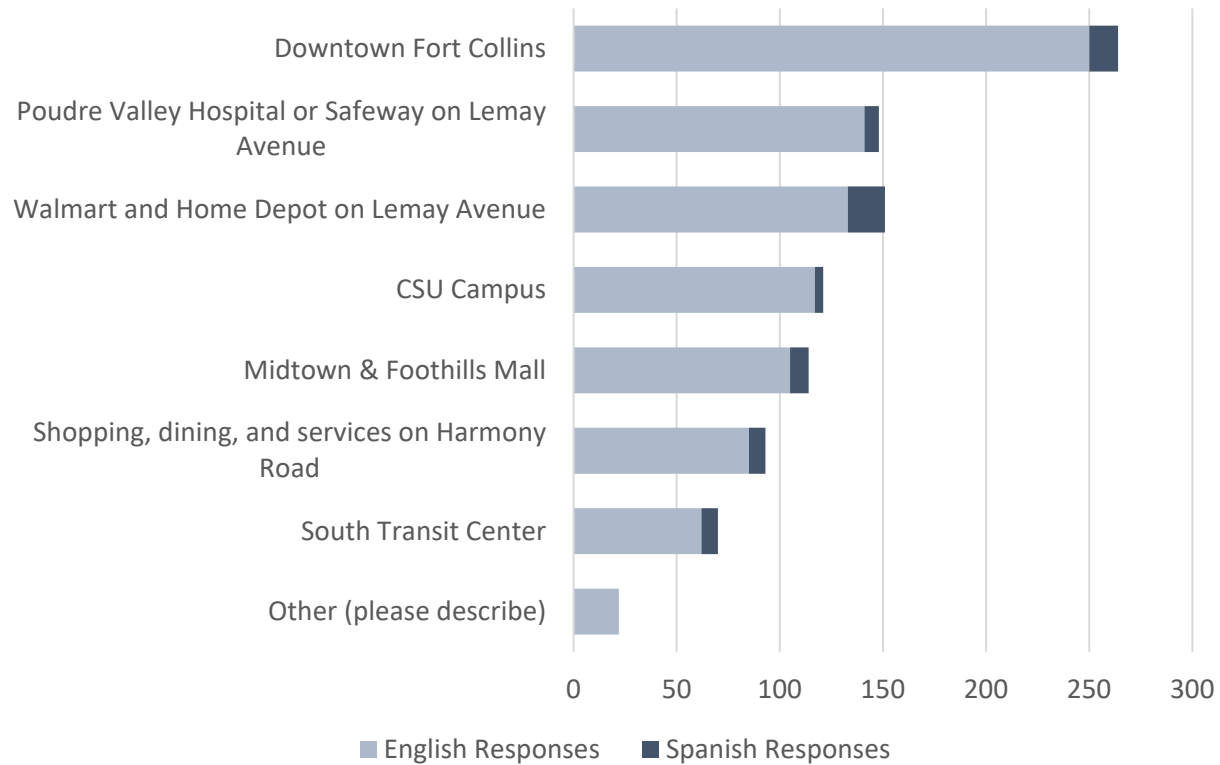
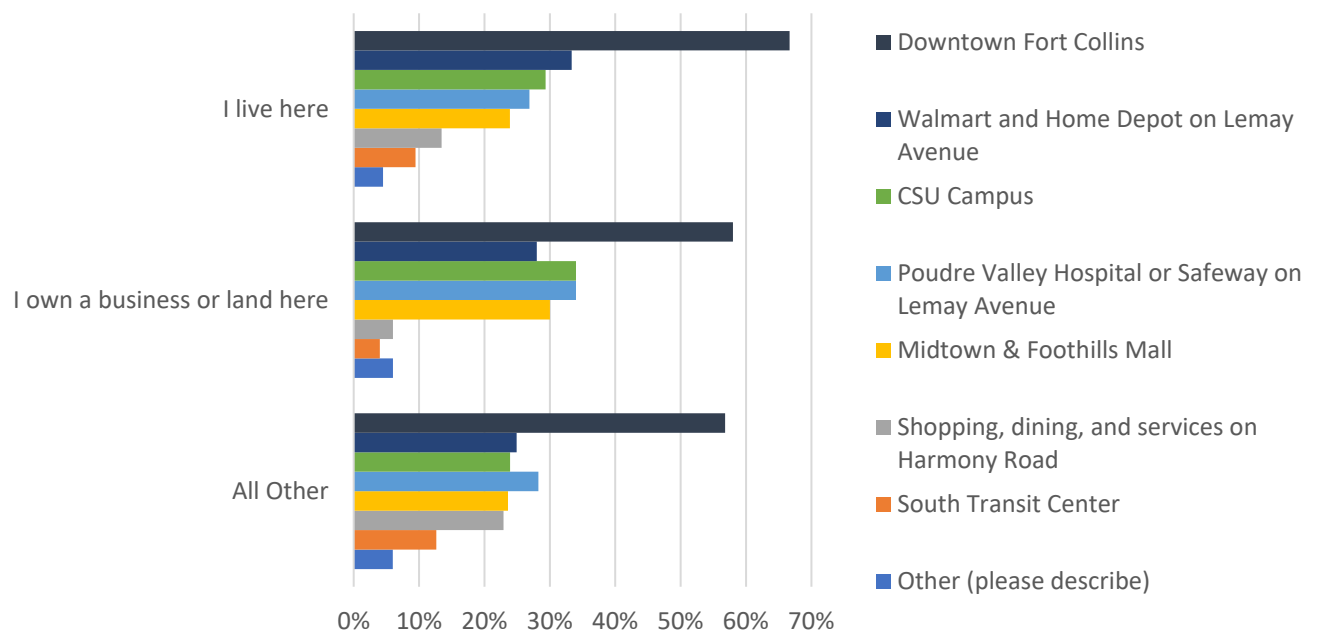


Figure 2: Question 1 by Affiliation with the North College Corridor (Survey Results Only)



Responses to “Other (please describe)”:

- West of Campus down Elizabeth ST should be the next connection
- One at Willox Ln. and North College Ave
- nothing. It's a money pit.
- A route to Cheyenne and a route to Estes Park
- As long as there is increased access to get to the Downtown Transit Center, increased frequency in North Fort Collins in general is the key.
- homeless services
- None
- Terry Lake
- North to Wellington
- Northeast FC - Maple Hill, Richard's Lake, etc.
- It appears like some of the listed locations are already connected to the max line. Please consider improving this question in the future.
- Sprouts shopping center
- it already goes to all of these areas; often 80 + percent empty
- Downtown max station makes sense since it would give riders access to MAX all the way to harmony station.
- I'm opposed to creating more transit services for the "homeless". . .we provide enough for these people many of whom choose drugs/alcohol over good citizenry. I'm done supporting incentives. . .as just more and more arrive from the bigger cities to the country. It's uncomfortable enough living with the amount of drunks and druggies littering the streets and aggressively panhandling for their next fix.
- who uses the max other than homeless and CSU students?
- North College
- Mountain Sage School. There are poor families without cars and because it's a charter school, nobody is allowed a school bus to it! A lot of families are struggling to get their kids there. Some live on Blue Spruce in section 8 housing which would currently mean EIGHT buses to bring their kid, go home, pick them up, and return home again which is crazy! People would love to have a better way of getting their children to Mountain Sage. I still don't know how to get my kid there next year when I no longer have help. If you know a way, please contact me at love3logic@gmail.com and thank you.
- King Soopers/The Lyric/Jax on N College
- Even further north to Laporte, CO
- North old town to Terry Lake Rd
- The lyric

Question 2: Knowing there is a relationship between density and transit service, which of the following options would you most like to see for the future of the North College corridor? (pick one)

Figure 3: Question 2 Results by Language

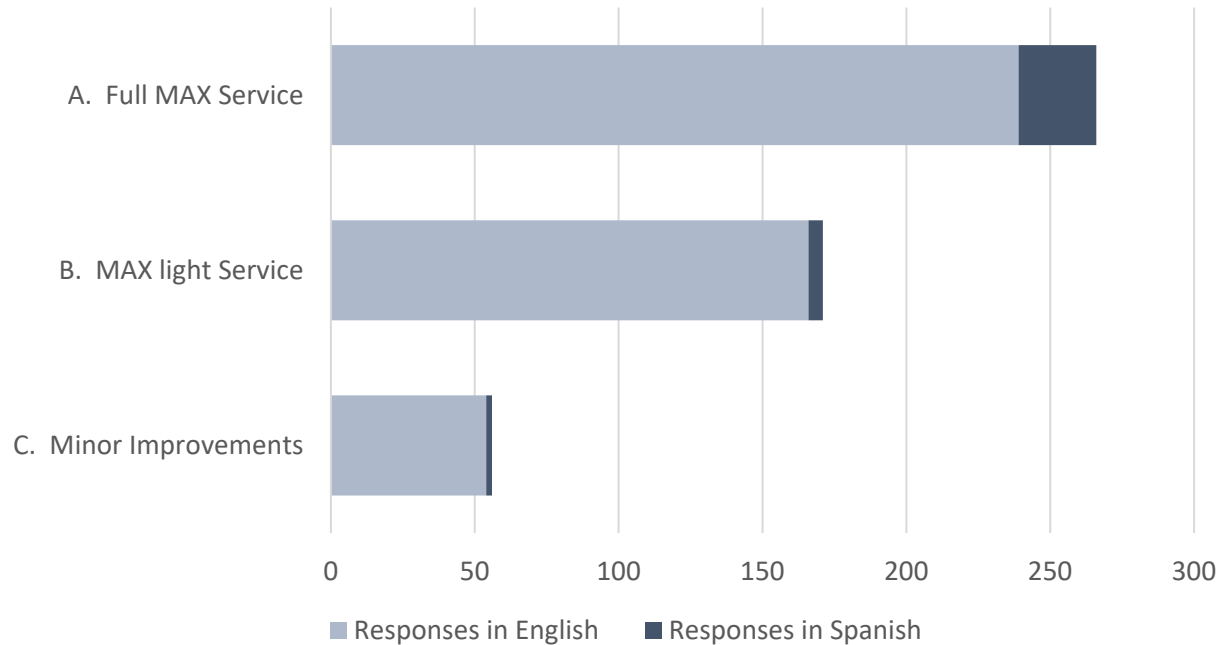
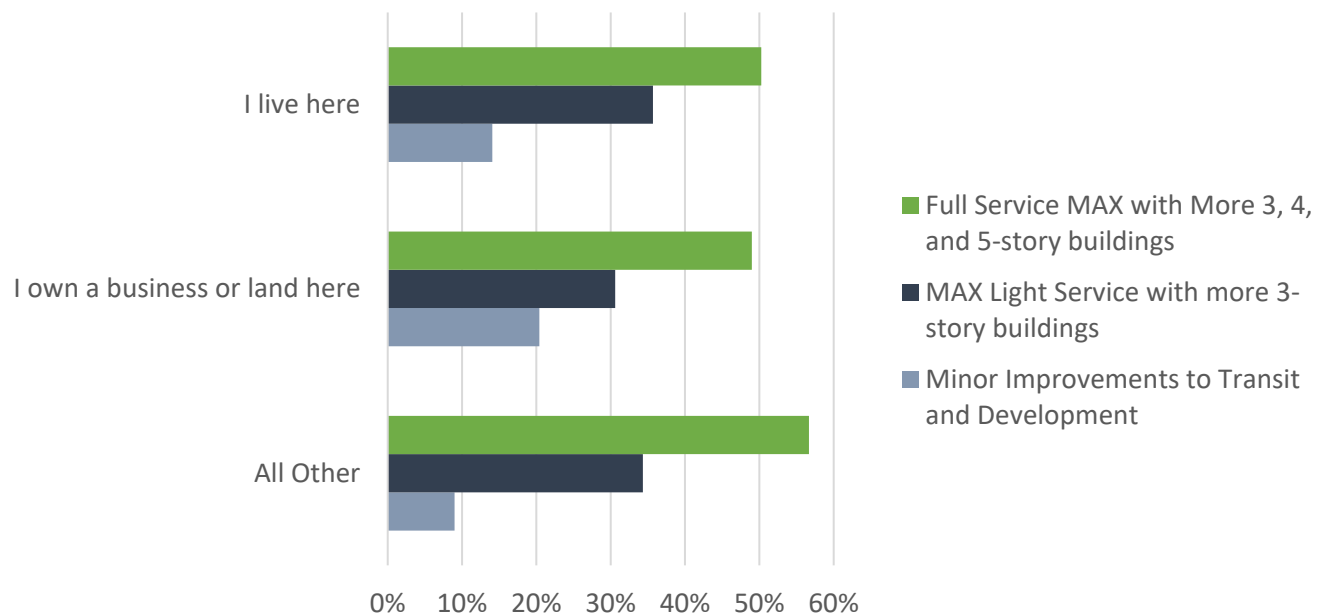


Figure 4: Question 2 Results by Affiliation with the North College Corridor (Survey Results Only)



Question 3: New investments in transportation and development create opportunities to fill gaps in needed services and desired destinations for the surrounding community. What uses would you most like to see on the North College corridor? (choose up to 5)

Figure 5: Question 3 Results by Language

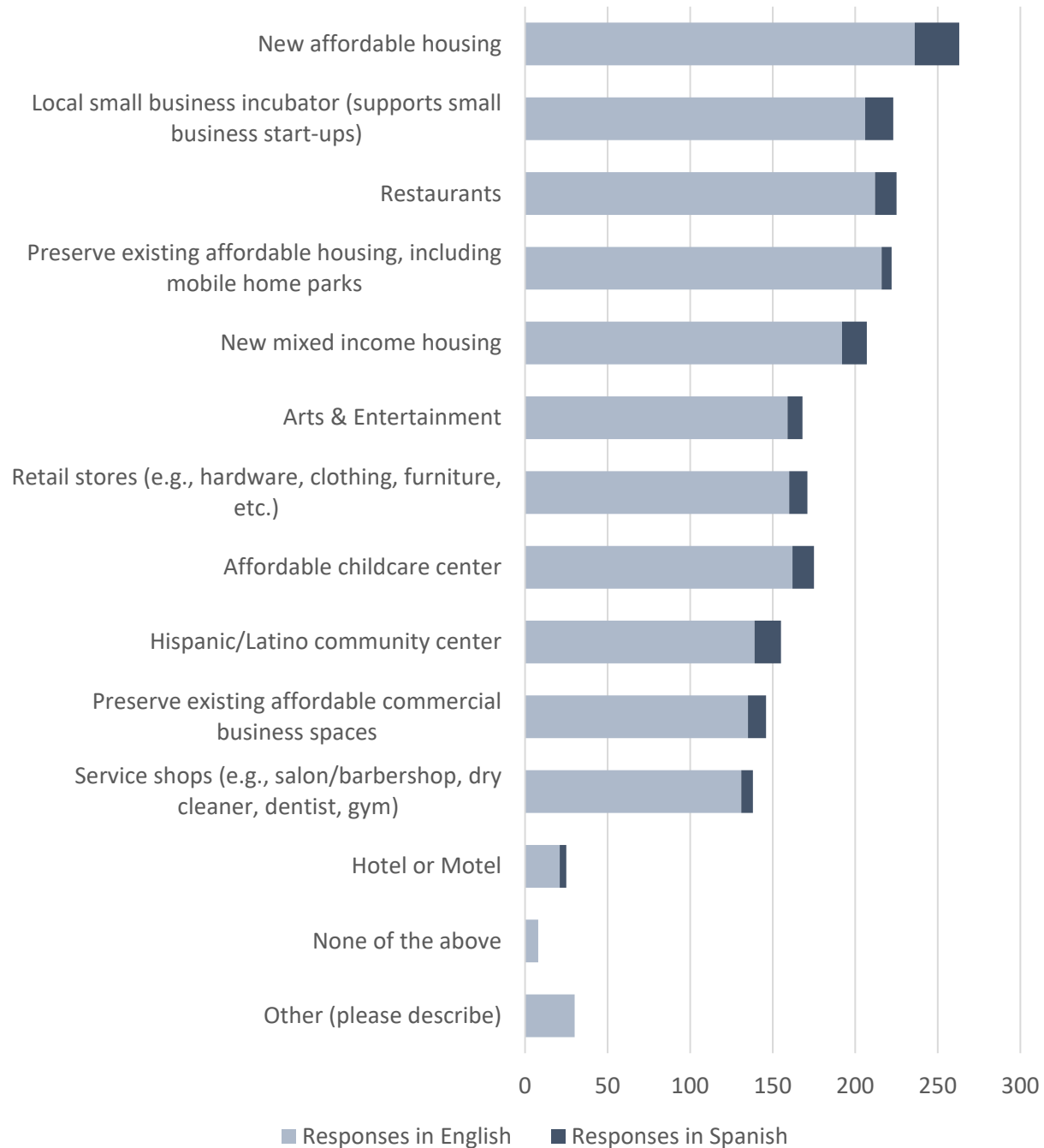
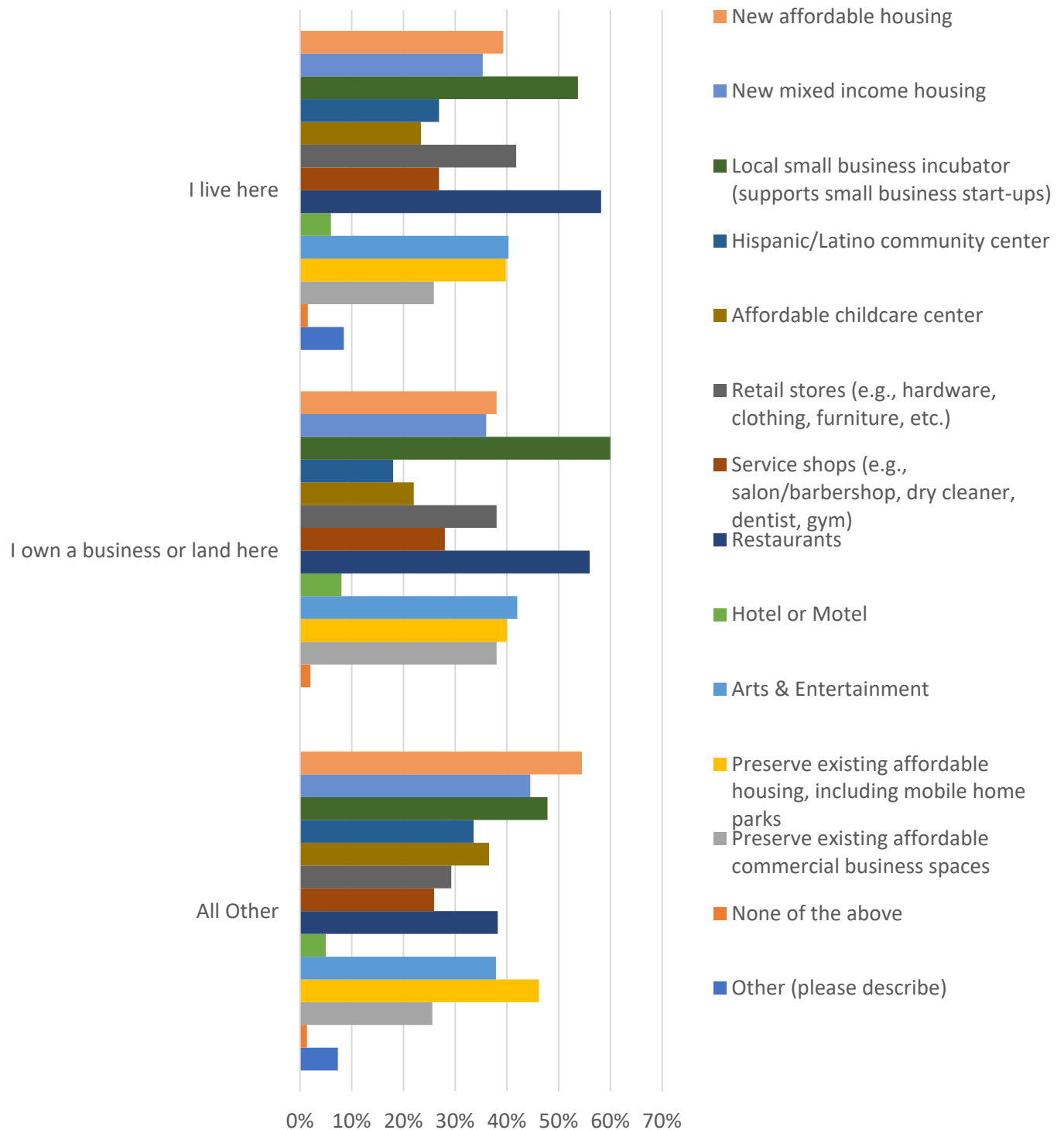


Figure 6: Question 3 Results by Affiliation with the North College Corridor (Survey Results Only)

**Responses to “Other (please describe)”:**

- High Income housing, I want a nicer Fort Collins. Let the outer burbs house our workers. We want to be the Crown Jewel of NOCO

- You could save a lot of money by cutting the high pay dead wood at Transfort.
- Brewery
- homeless services
- Clean up the crime! I live in the Outpost and in the past two years the homeless have been so bad- breaking into our cars, digging in our dumpsters, catcalling me when I walk my dog. Please move the murphy house somewhere else!
- I don't think we can force out folks in mobile home parks who probably have limited income, unless we can provide housing of comparable price. We just need to improve services and perhaps increase 2-3 story buildings (without killing all of the prairie dog colonies, as some previous projects did). :(
- Health clinic for people experiencing homelessness
- Preserve and add outdoor recreational and open land spaces
- Medical services, 24 hour urgent care.
- Mixed use developments
- Mixed Use zoning, high density housing, car free walkable areas
- Parking for the max services
- Greater bike trail connectivity and/or protected lanes (ideally less mixing of cars and bikes); also preserving/improving some open and green spaces
- Services for people experiencing homelessness
- Pedestrian only zones
- Increased density and designing of neighborhoods to reduce the necessity for car travel.
- Why is the community center on here? Shouldn't have pushed this community out of Aztlan.
- not just affordable per the would be developer, but really affordable (as in income-qualified) housing
- Food trucks - rally spots - continuation of existing trucks
- Long term supportive housing
- Library extension
- limit growth; we are packed to the gills and you cannot force people to use public transportation
- Get rid of trailer parks
- More small-scale (<5,000 SF) commercial/retail without large parking lots
- None! "Homeless" people high on drugs or alcohol don't need nor can they afford any of these options! And THAT is the majority of the user-base for this areas bus services.
- Tavern
- Bars and pubs like Ireland and England
- Parks and/or swimming pools
- How about a PetSmart or homeless shelter in the old Safeway?
- Help for the homeless without police abuse anymore! Social workers trained in empathy, de-escalation, and housing the homeless away from drug pushers would help the community far more than abuse ever will.

Question 4: Provided that new development fulfills priorities you identified above, where are you open to seeing development occur? (choose one that best describes your opinion)

Figure 7: Question 4 Results by Language

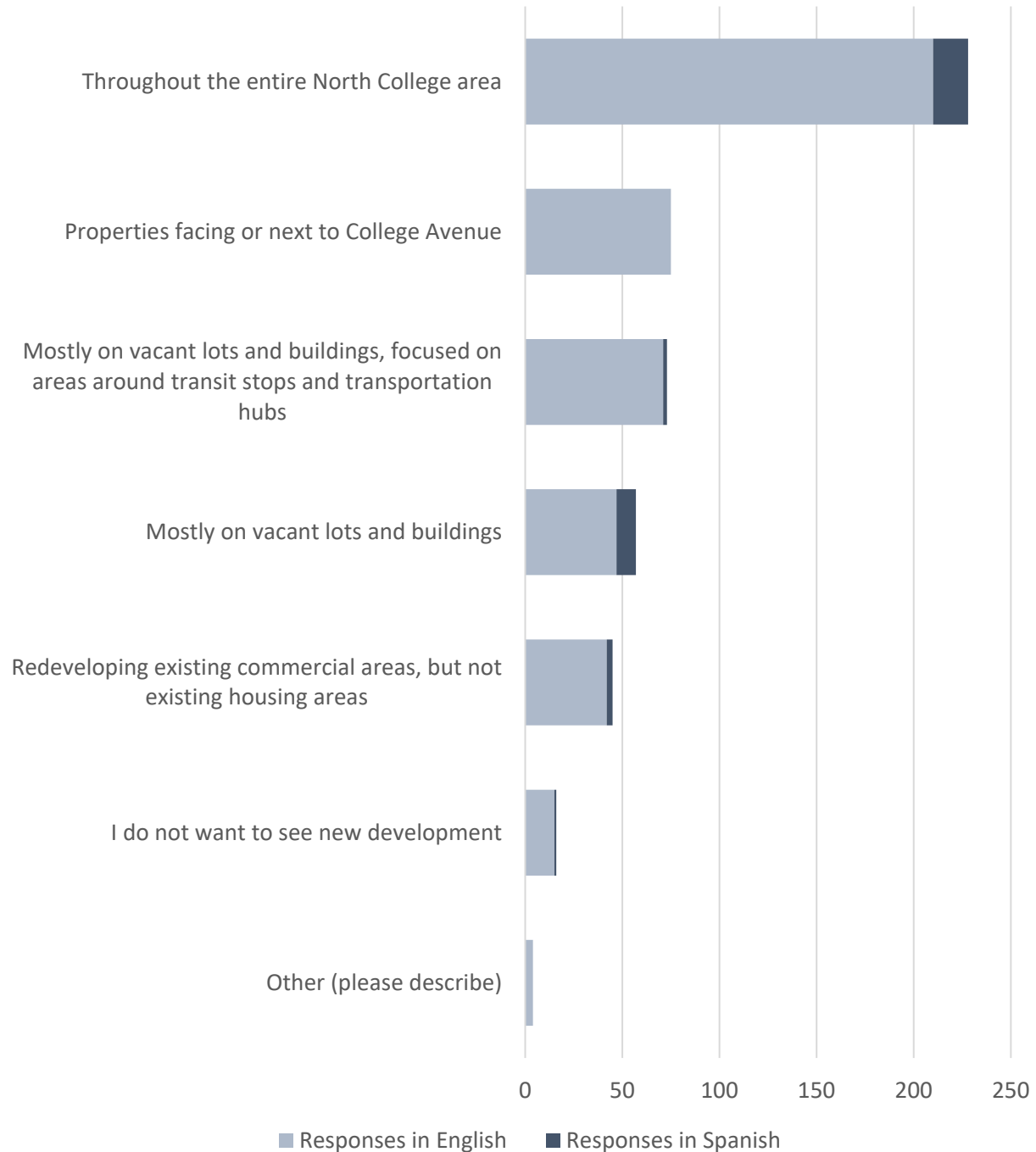
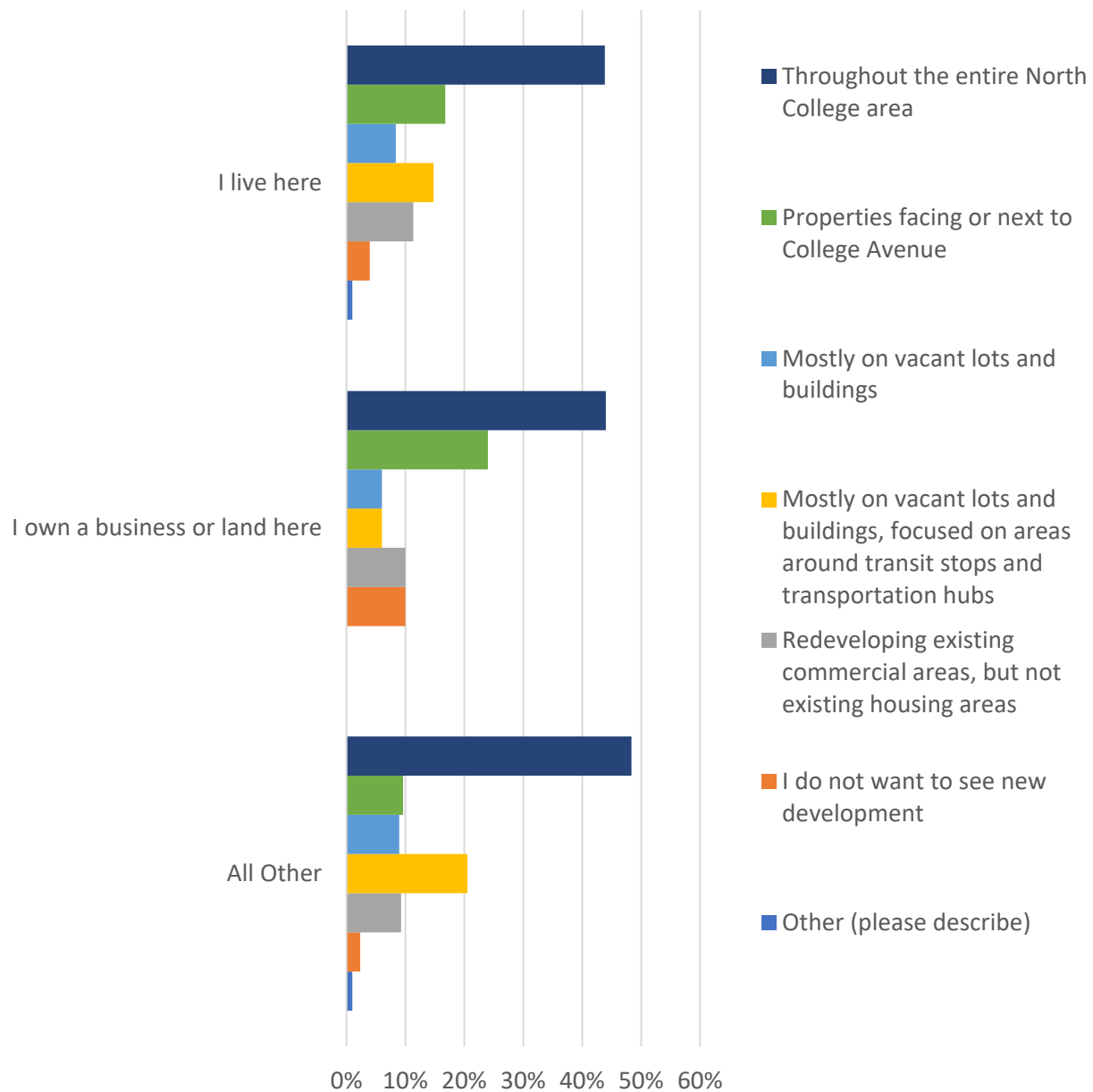


Figure 8: Question 4 Results by Affiliation with the North College Corridor (Survey Results Only)

**Responses to “Other (please describe)”:**

- There are several buildings that haven't been occupied for years (e.g., Albertsons) -- do something with those first
- I think the route that makes the most sense for efficiency, and I am not expert enough to know what option to choose here.
- Mostly preserve what's on college, but allow more development directly behind - like 0.5-2 blocks off college. Preserve and/or reuse building that are in good shape before razing them. Support thriving businesses and maintain small, affordable tenant spaces.
- Build medium density homes where trailer parks are

Question 5: If a higher density of housing and commercial buildings helped to meet the priorities that you identified above, what height of buildings would be acceptable to you? (choose one)

Figure 9: Question 5 Results by Language

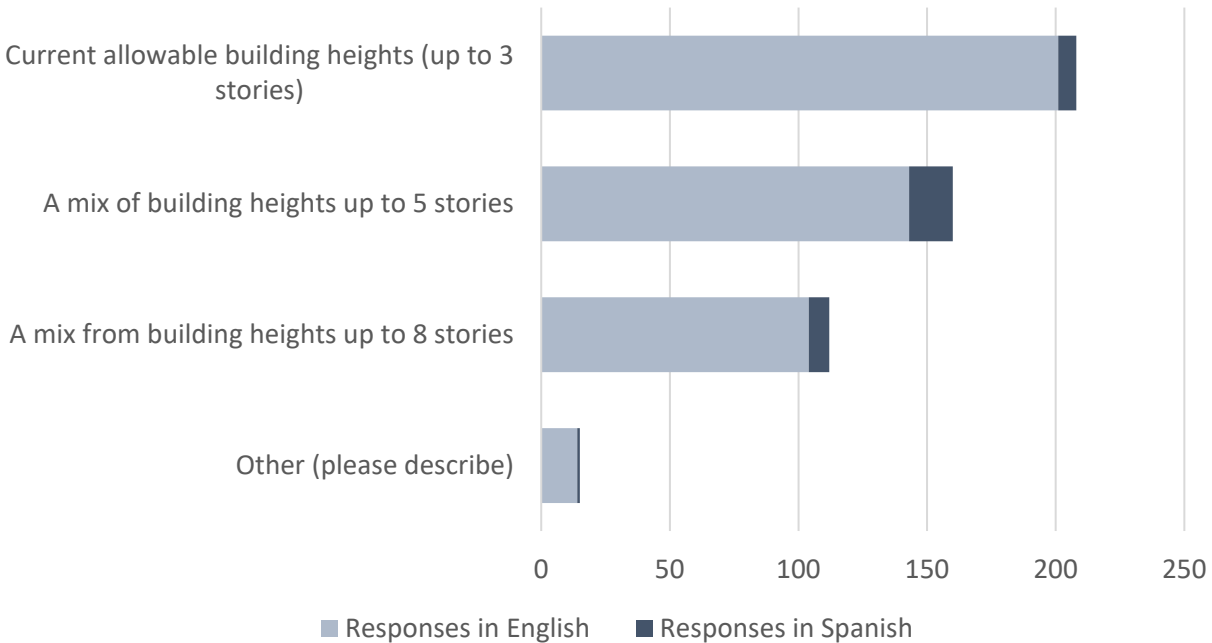
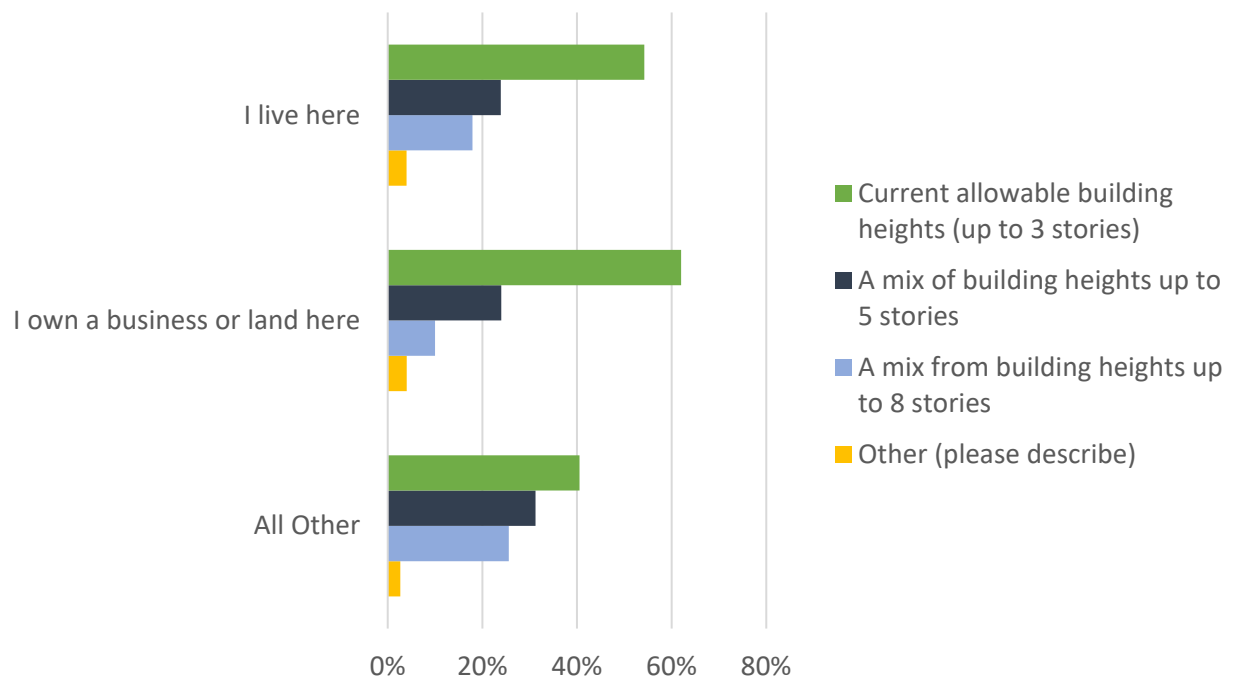


Figure 10: Question 5 Results by Affiliation with the North College Corridor (Survey Results Only)



Responses to “Other (please describe)”:

Responses in English:

- 2 story only
- we don't need to spend more money
- There is no need, people would be crazy to live in Fort Collins
- I'm all for limited a building's footprint by adding some height. But this is Colorado -- we have snow in the winter. If you have 5 story and higher buildings, there will be icy spots on the shady side of the building that will never thaw in the winter.
- No buildings
- Taller buildings for better density, not concerned about height
- Even above 8 stories if it helps reduce sprawl outward
- mix of heights up to 8 stories WITH offset of open space to compensate for the density
- Up to 8 stories with open green space
- As long as they don't block existing views of long term residents then any height is fine
- Why not have some land for tiny houses? They are very good looking and offer what's needed for proper shelter, as opposed to huge apts/ houses few can afford. You have already built a ton of apts up north, but only for College kids who have someone else footing the bill. The North side has always been made up of people with less means. Please stop upgrading to the point of running us all out!
- Up to two stories higher than median height of surrounding properties
- 2 stories
- None. . . that's the "priorities that I identified previously." None. STOP the growth! Good grief. . .it's like a cancer: growth for the sake of growth.

Responses in Spanish:

- More MAX

Question 6: Please let us know if you have additional concerns or comments for the future of the North College Avenue corridor. (open ended)

SURVEY RESPONSES

Responses in English:

- Put MAX on dedicated rail for safety, efficiency, speed, and durability.
- Important to protect mobile home parks
- Don't allow over-development
- Existing bus service seems adequate. 20-minute vs 30-minute wait doesn't seem terrible. Riders can transfer to MAX with little delay
- Safe crossing at unsigned intersections for pedestrians and cars

- Let us keep affordable housing and retail space so that there is still a location in FOCO that is affordable!
- Keep addressing needs of those in affordable housing, not high-end fancy like the south part of Fort Collins
- I think people who live and work in the north part of the city deserve the same transportation services that people from the downtown transit center and south enjoy. I think that if we are going to take some of the vehicular burden off our roads, we have to invest more in public transportation and build more densely. There is no other logical solution. Everyone wants all the amenities of a bigger city but some seem very vocal that there be none of the problems (like homelessness) or concessions (like taller buildings). It is not realistic or possible. I think we need to adapt to what the reality is now, rather than what used to be or what we wish was.
- traffic and increased taxes for seniors to pay for it
- MAX service is not needed. Regular bus service is all that is needed to allow northern Fort Collins to grow and improve.
- Bigger buildings would also provide rooftop space for cell towers.
- Need dedicated bike paths and trails that connect to the rest of the city trail system, not just bike lanes on busy roads.
- Transform service is excellent in the north fort Collins area. The push for a Max service by the areas business owners is purely a financial one. A Max service would increase property value. Fort Collins would be better served by Transfort increasing service due to ridership rather than making business owner financially better off.
- I do not want to see North College Ave look like Harmony Rd and I don't think that we should reduce or eliminate the current open spaces or current building or mobile home parks, but I do understand that adding a extension of the bus line to a poorer part of Fort Collins and part of a time that doesn't offer what southeast Fort Collins has like the stylish, new, and top of the line retail stores and buildings, I think things can be suddenly added and spaces either renovated or added on, but north Colorado doesn't need to change to look like a whole different part of town that it's not now, but there are some vacant lots and empty buildings that if given some help or attention to both attract buys from any part of town and to offer a variety of services and shops that the changes will contribute to the additional bus line but also build community and a strong mixture of culture and living or businesses than say it is now!
- There are a variety of social/homeless services in the area, and the city should be putting more resources towards services (not just shelters) to help get people out of homelessness. This project is a good start to support viable transportation options, but other services should be considered such as mental health/counseling facilities, adequate safety/policing, education programs, work programs, etc. North Fort Collins seems to be the dedicated area for homeless services in the city, but the limited resources are not sufficient to properly address the issues. The lack of resources may limit job opportunities, impact development, and cause increases in crime. A comprehensive homeless approach would make North Fort Collins a more viable area for all.
- I'm all for enhancing the North College Ave Corridor, but want to be respectful of doing in a way that also embraces it's current residents, businesses, and culture. Change is inevitable, and the area needs some improvements - but not so much that it pushes out those who were there first. Please find ways to help them stay too

- Transportation is critical for the benefit of the people who are living in North College area. Many people there have limited to no transportation and there are many social services in that region. It would behoove the City of Fort Collins to make this a priority before it continues to other and disservice the low income and minoritized community members there.
- Bicycle friendly
- I think you should view North Fort Collins as a up & coming area, near the Country Club and Montava Village. You people keep trying to lower the bar around here. If I wanted to live in a ghetto I'd move to Denver.
- You are never going to get high ridership with all the homeless that ride. They are the most dangerous riders Transfort has. If you don't believe me, go ride it for several rounds after dark.
- My biggest concern is the length of time that it appears it is going to take to make any of these improvements. We need increased frequency in/around North Fort Collins for all transit.
- Erratic traffic at pot shops and liquor stores make biking dangerous north of Vine. Require those businesses to fund lanes or separate accesses to reduce accidents. Overall number of curb cuts in No College create dangerous conditions for bikes, peds, and thru traffic. Reduce number of accesses for redeveloped lots or require shared driveways.
- Ped/Bike safety
- I'm really excited about having another public transit option for this neighborhood!!
- It should be accessible for people who live all over town, so connecting to CSU campus, south and midtown bus stops!
- Don't kill the area with overdevelopment. Create community not profit.
- The unhoused need services that are close by this North college area as well. do not forget them!
- I cannot wait to see improvement to North College. It has come a long way over the last 30 years, however it still feels like the north side of town is treated as second class. Allowing the Taco John's block to get to the point it is today is not world class. I am hopeful that improvements continue to move along all the way north to Hwy 1. Finishing that intersection with the improvements has been wonderful! Let's get some businesses interested in the old Albertsons space. Thank you
- The Murphy House needs to be relocated as it's drawing so much crime to our neighborhood. I've lived here for seven years and the past two years have been so terrible. Kids can't play outside and homeless men walking around in their underwear by our school bus stop and park (Green Briar). We have a few men that forage in our dumpsters ripping bags open and leaving trash everywhere. I'm scared to take my dog out at night because I've been heckled so many times by homeless men. There is a bus stop right on Blue Spruce and it's horrifying to see people passed out on the sidewalks and neighbors finding needles in our sidewalks. Please listen to us and help! It's not that we don't have empathy but our safety is compromised.
- Further development must not push out existing small businesses or low-income housing residents unless it is voluntary on their part and they are compensated. We don't need to make North College like the south end of town (there is already too much of that). We maybe just need to spruce it up a bit.
- I don't understand why buses can't use existing lanes with greater frequency? This survey suggests the only way to have shorter headways is construct significant new infrastructure

rather using buses with ramps/lifts. Greater density will support short headways without building out a dedicated lane with raised platforms.

- None at this time. Thank you.
- Having the MAX come all the way to Terr Lake Road/Poudre Park will make a already heavy use intersection how can anyone talk to the MAX without getting high by a car. Where will there be car parking?
- I think it's important to not gentrify the area.
- We could build up a little instead of sprawling. Definitely could use better, more frequent bus service north of Old Town. And relocate the prairie dogs instead of killing them. (Or at least catch the little guys and give them to the Raptor program instead of just killing them outright.)
- Need to prioritize more health services for unhoused community.
- Too many high end homes are being built in "Old Town North" which is gentrifying North FC. It should be supported as a working class neighborhood. It needs a community center, and an aquatic center would be a bonus.
- I think this is an area that is ripe for development and improvement, but hopefully not at the expense of lower income folks, especially those at 2025 N College and our homeless folks who have a lot of services on the N College area. I think it is possible (difficult, maybe, but possible) to develop this area as a model for how low-and-mixed-income folks can not just remain, but thrive, in a part of town that is expanding and improving.
- Improvement and development is needed. However, not high density. North College has a certain feel and character which can be improved - not completely changed and redesigned to make it look like something from another state. Please keep in mind the feel of Fort Collins.
- With development keep in mind current residents, traffic flow and creating open areas to balance the growth. This includes making sure homeless have indoor/outdoor spaces that are not in parks, residential areas, but dedicated to supporting them.
- The speed limit on Lemay between the new over fly over and County Club needs to be enforced. More police presence in the North end is needed to keep the homeless in check.
- I would like to see a corridor north of Fort Collins that would allow traffic from Laramie not bound for Fort Collins to bypass the city.
- Safety and security in the area will need to be enhanced. Country Club Road will need to be improved (sidewalk bike lanes), or alternate routes available to reduce traffic on Country Club. More housing along N. College and vicinity will increase traffic in this area.
- "I'm worried of the traffic flow becoming similar to what I experience on Harmony Rd, with the long and frequent stop lights. And then there's the busses that have to go from 35mph to 0 at the RR crossing on a curve for no apparent non-political reason. I see cars behind the bus nearly rear-end each other at times. So provide the bus its own lane cross the tracks.
- Don't make north College ugly and congested.
- Stop growing. Fort Collins is not what it use to be. Start another city somewhere else. With growth comes crime and it's all getting out of hand. Fix those problems and quit inviting growth DMD more crime.
- Rising crime rate needs to be addressed.
- Approve of better bus service ~ affordable mobile housing is all some people can afford ~ please remember that when developing.

- Increased bicycle infrastructure is also needed in this area, such as via more access points to Mason trail and protected bike lanes on College
- Disband U+2 and allow occupancy based on size of residence/max occupancy
- A TON more funding for human services and targeted funding for our homeless neighbors in this area. I'm concerned there will be a push to move the homeless folks out of this area without addressing the structural reasons why they are in Fort Collins and this neighborhood in particular. This is one of the few areas in town where homeless folks can get lots of needs met in walking distance and this needs to be part of the plan. We cannot simply continue pushing homeless folks further to the edges of town.
- Better bike ways if redesigning bus lane
- There is quite a bit of crime happening in the area
- If this goes forward it'll just be primarily used by transients. We already need cops on the current routes to weed out the nefarious riders.
- concerns regarding preserving existing parks and open spaces as well as providing and preserving more open spaces for the future.
- If there are expanded Max or bus services, match that with parking spots for inclement weather days. Also, increase lighting and try to retain green/trees when possible.
- Over-improvement of streetscapes, medians and "gateways" is not only financially unsustainable but makes it much challenging for various businesses to operate.
- I'm so happy to see the city is working on a redevelopment plan that centers transit and density. This is the kind of progress we need and I hope aspects of this trickle to other redevelopment projects/programs around the city.
- I think it is incredibly important to maintain and extend services to the homeless population around north college. Repeatedly displacing these people will only result in negative effects to the community as a whole. Underserved persons need and deserve resources (access to physical and mental healthcare, food, shelter, job placement, education etc.), and their receipt of these resources would/will make improvements to the living conditions of all north college residents and workers, I believe.
- I'd especially like to see mixed-use zoning allowing groceries, retail stores, etc., intermixed with housing (and/or living space over shops), as well as less ~mandatory mixing of bike and car traffic along North College. For instance, expanding Hickory Trail's connectivity, or at least designating/revamping more of the sidewalk as a mixed-use path like you see near the Discovery Center (as an aside, reopening the underpass at the kayak park has been much appreciated!); I've heard multiple people in the area mention that the anxiety of biking on College discourages them from otherwise short/appealing trips like to Lee Martinez Park or Old Town (either personally or on behalf of their kids); even as a regular bike commuter I find this one of the riskiest-seeming corridors in town. This seems like an especially acute connectivity issue for communities like the Poudre Valley mobile homes.
- Adding mor bike paths from the Poudre trail going outwards to northern neighborhoods they way the city has done in other parts of town.
- I do not wish to see gentrification that pushes the current population of the north college area out, I wish to see development that meets the needs of the current residents and will provide them with better opportunities for work, transportation, and leisure.

- No more new builds, use existing commercial buildings. Save trailer park, it's one of remaining affordable housing.
- In order to meet all the growing cities needs, we need to increase density by increasing building heights, updating city code to allow increased density, we need to increase resources for people experiencing homelessness, and invest in public transportation to reduce our dependence on cars
- I would like to see better facilities for the homeless populations, as they are currently wandering and causing crime. Better support services as well to transition out of homelessness
- Move homeless centers to a less populated portion of town....maybe past Trilby on Tafthill.
- Please also remember bike infrastructure as this part of time is supported by a disjointed network today
- There is a lot of garbage and homeless people around north college. I don't know what the best thing to do to help them would be?
- Protected bike lanes are needed to increase trips taken by bicycle. Mixing bicyclists with motor vehicles is dangerous and wont help to encourage less confident riders.
- Of course, many people will raise the issue of safety on this route. I hope that the city can find a solution that will help to attract people out of their cars and onto the route while also not alienating any other riders.
- Take care of the homeless people
- Homeless services need to have more resources in the area to balance public safety, business environment yet support the needs of our homeless population. More proactive homeless resource management, security and police enforcement in the region is needed. The security and police protection are to protect vulnerable homeless as well as general public and business. There is not enough currently.
- I believe that high density is the only way to really support the demand of people coming here. Plus it limits the impact on already stressed prairie.
- The drug addicted transient population needs to be regulated. I have experienced too many violent threats by meth'd out monsters. We need to quit issuing PR Bonds and force these folks into rehabilitation and housing.
- Too many transients and too many social services enabling the transients.
- Safety! At times I have felt unsafe
- There is a lot of crime there.
- We need businesses in the vacant buildings. Please make sure the Latino businesses are able to stay. Help us clean up and keep what we've got.
- Where will the many unhoused individuals go? I would spend more time on North College is I was exposed to panhandling
- NA
- Plant more trees. New buildings need to be well-designed, not crappy little boxes.
- Construct more affordable housing yesterday
- Favor mixed use with commercial/retail on the ground floor & residential on higher level floors.
- No more big box stores
- Increased safety measures for women and minorities in transportation areas and on transportation. Young mothers and POC should feel as comfortable, for example.

- Be sure to retain green spaces. Only build on brown field sites
- I would like to see a dedicated max line from old Albertsons to Conifer along the existing alleyway with a College overpass to new Mason St extension on West side of N. College
- More affordable housing needed
- I am excited for the future development of N College! Thank you for sending out the survey. I will pass it along to others who may be interested. The vacant Albertsons is one of the biggest obstacles to quality N College development in my opinion.
- Make sure there are LOTS OF NATURAL AREAS that are linked!!! With bike trails
- I feel it is important to maintain the feel (or vibe) of the north college area, there are a lot of historical sites. Open space, mountain views, river access, and gateway to the mountains all need to be respected.
- Really need to see the traffic lights installed at college and Suniga.
- To make Max service a viable option for my family, a parking area, bike paths, and other connections would be needed.
- too much traffic, lack of open space
- Not to push out existing residents through gentrification.
- allow and encourage it to have it's own character. Old Towns has its character. Midtown will (hopefully) find one too. N College should have it's own unique and distinctive character too.
- Preserve as best as possible the existing unique character of this “forgotten” and cherished end of town.
- I currently drive from north of Wellington to the Civic Center Parking Garage, then take the Max to the University where I work. I would gladly take rapid transit from as far north as possible, but am not willing to add the time involved in bus transfers. I believe many folks from the north county would feel the same.
- Fort Collins needs more affordable housing and the necessary transportation to link future units to the rest of the community. The North College Corridor is a prime location for this higher density housing. Linking the current Max system to this corridor will benefit the community as a whole.
- affordable housing and effective public transportation are our highest priorities
- Maybe sidestepping the question, but an important consideration nonetheless. I notice since 2014 when I began using it the existing MAX service is suffering from widespread decay. Buses are more infrequent than they used to be, digital signage is trying to convey too much information at once, drivers are tough/fast, and the ticket vending machines rarely function for me. I ride the bus for free on my old student ID so it makes sense that revenue issues are leading to some of this decay. If North College Avenue projects are begun, what will happen to the already sub-optimal condition of the existing College corridor?
- Housing near public transportation is the future of sustainable and just growth. Let's build it and support it! I don't want to turn into Palo Alto.
- I think preserving the existing community and being sure not to drive out the businesses that serve the Latino/Hispanic community is critical. Bolster the unique businesses/initiatives that are already there (The Lyric, Launch, JAX, Chippers). Is there a possibility of creating more spaces for food trucks/carts? Maybe a dedicated food truck court near The Lyric, JAX, and Chippers could draw people to spend more time in the North College corridor. There is also a really nice part near Mason St that could be more of a draw if made safer.

- Please be sure that you are working WITH the communities that live and work in the north college corridor, i.e. Hispanic and Latinx people who make up the majority of residents. I don't want to see folks displaced due to gentrification in the name of "development."
- None
- The northeast part of the city has no transit or biking connections, and I would like to see that included
- North College is currently not pedestrian friendly. Very hard to cross College by foot -- I have been almost hit trying to cross College at the Suniga. Cars honked at me and flipped me off! Cars go very fast --very car oriented.
- I would love to take the bus to work, but I live 1.5 miles from the transit center, and at the other end, my job is one mile from the bus stop. (the Max). It takes me over 45 minutes by bus (two buses). Then I have to either ride a bike the last mile or rent a scooter, but good luck finding an available scooter when you need it. And neither is there room on the Max for my bike --the spots are ALWAYS occupied. The whole thing takes only 15 minutes in my car. I just can't seem to make bus commuting work in my life in Fort Collins (I have in other, larger cities) and I have really tried."
- The city planning process is a big obstacle for developers and existing owners. The city should waive development fees and permit fees to existing owners to encourage improvements. The city has a reputation of being extremely hard to work with and many builders and potential partners are looking into other areas due to the added cost and red tape.
- Are there going to be walking trail connections, a real park!!?The park situation is severely lacking on the north end of town, especially with the new housing developments going in as well as the proposed housing developments. All of the park developments have been on the south side of town and the north end needs to have some of the same recreational amenities! The Sugar Beet park is limited in the scope of what younger kids are able to participate in and I'm not all that impressed with the design of playground equipment...given this area needed a park for the past 20 years I've lived in this area!! The north end of town has been ignored and would like to see our area given the same attention as the south side has been given!!! It's NOT just about bus routes!!!!
- Please make sure improvements are geared to safety for bikes & pedestrians.
- Replace the current max vehicle with rail based system that has the right a way when opening.
- North College has been the step child of Ft. Collins. I look forward to more quality additions to north college Avenue. Lived up here for 30 yrs.
- Provide services to keep the homeless off of North College Avenue corridor.
- Rapid and convent public transit on the north is sorely needed along with bike access now greatly slowed and more dangerous because of Suniga. I'll never get across 4 lanes of speeding traffic on Redwood from a stop sign! No way to get south safely now! (It used to be safer and faster than a car). Bring back the bike advantage or at least make it a stop light w divided bike lanes. Bikers will be hit at that intersection because it's too far to cross from a stop w that many lanes and the speed and all the less experienced drivers there. The degradation in bike committing from the north has been continuous and seems to have had no attention given it. Hard to believe that north side development has been so callous towards biking in a city with such a purportedly fine record of biking access.
- Bike lanes and open space

- I would love to see a convenient MAX route to CSU for those living in the North College area (trying to connect the regular bus routes with the max is hard to time correctly and makes for a long trip). Also would love to see MAX route connected to The Lyric.
- None
- I like the idea of a Small Outdoor retail/restaurant area like The Exchange
- None
- max is fantastic. keep it going!
- Again - we are packed to the gills. Either recognize reality and make college 6 lanes; or get real. We are full!!!!!!!!!!!!
- Yes. So us long term north siders never have to drive past old town
- Not leaving the homeless out.
- I live on the South end of the MAX line. I love using it to go to downtown music venues and restaurants. But I would love to be able to get to The Lyric. And more weekend service e, please.
- Some day we will need to look at East - West Max to better link up to North South Max.
- No concerns. North Fort Collins is beautiful. We have an opportunity to develop the land to connect businesses and residents to each other.....and The Poudre River. Build and connect around the water, like they did 200 years ago.
- safe crossing of cars and pedestrians on North College
- We need north college connection for so many reasons. Please accelerate this priority
- Bike and walk trails around the area
- You mentioned building height, I do live in old town north and bought my house for the mountain views. I would hate to see those views obstructed as we have very limited outdoor space per unit and our rooftop patios are a key amenity.
- The current North end bus lines our a harbor for transients and homeless population. Simply for the reason that all services these citizens require are on the north end bus line. I have young teen children that I would put on the bus but simply do not as they do not feel comfortable on the north and bus line. As for development, I believe it needs to be done tastefully and in keeping with the general vibe of the north end. North college should not become another Harmony Road. Please retain the character of North Fort Collins, celebrating the diversity of incomes and cultures and our love for simple living in the outdoors
- Avoid impacts on natural areas west of College Ave and improve bike connections between North College corridor and old town
- Sidewalk improvements from Country Club Road and Hwy 1 to the north most transit center/station.
- I have much concern over preserving the front property of the Mobile home community at 1601 N. COLLEGE. Please have it rezoned as a mobile home area ,not Commercial. Already there is not enough affordable housing in FOCO.
- While developing north Fort Collins, I hope effort will be made to ensure it is pedestrian and bike friendly. The charm of old town is largely due to the fact that it has a large area for pedestrians only.
- I walk and cycle to most of the time but never on North College. Like Max South, it needs separate bus and bike lanes away from thundering traffic. Suggest trucks moving from 287 to I-

25 be required to turn on Vine or even a cross street further North to get them out of Downtown.

- Connect Mason from Willox to Downtown?
- There are so many people experiencing homelessness on the street and sleeping behind businesses. I don't feel safe walking or riding my bike down College.
- Please maintain and support the mobile home neighborhoods that are already in place, and create more options for affordable housing in the North College Avenue corridor.
- Not to Go Through North College LLC Mobile Home Park as That is Where I Own My Home and Currently Reside.
- I am extremely concerned that this will bring more vagrants to the area. There is already way too many due to all the services being forced into our area.
- We need to take back the road from cars and trucks by prioritizing pedestrians, bikes and transit in that order. Let's go for higher density development with a similar mix of local businesses like what is along College to the south. Build it and we'll come and we'll thrive!
- Don't want to unintentionally cause displacement. Many existing businesses serve as informal gathering spaces and areas where community is built, word of mouth communication happens, etc. Allow properties to be reused in funky, creative ways without being overly restrictive/prescriptive for new buildings and redevelopment, unless it's more than 2 stories tall.
- It needs much better cell phone connectivity.
- I have appreciated the attractive upgrades. Keep up with that and good lighting to assure safety and aesthetics in this area to attract more people to the area for entertainment and retail. The Lyric has been an outstanding feature of North College!
- Three stories is the tallest that buildings should be on the North College corridor, to make it feel part of North Old Town. It is important that North College not become gentrified, as this is an important cultural hub in Fort Collins. If trailer parks are removed and high-end development comes in, including more corporate retail, this part of town will lose its special heritage and many of its people who cannot afford such a lifestyle.
- There is so much housing already going up in the North College area. I really don't want to see more. The roads can't handle the traffic.
- I would like good & safe biking options to be a priority. I live at Blue Spruce and Willox and bike to work near college & cherry every day. Biking on blue spruce is fine, and the new bridge over the river is great, but there aren't super bike-friendly options to get between conifer and vine then across the river without going out of the way. (and getting across vine can also be difficult...) The Jerome/Vine intersection is especially bad - some drivers on vine go way too fast, and if you're trying to cross it can be hard to see if there is a car coming.
- Love the idea would like to keep as much green space and more parks along the transit
- Make it easier for small start-ups - especially restaurants and food production - to get permits without a ton of property improvements and regulations that currently exist.
- MAX links for new large apartment developments on the east side of N. College seem needed
- A river should run through us, but not divide us!
- I am concerned about the bus route.
- I'd like to see increased density allowed city-wide rather than concentrating it in narrow corridors. This would allow more gradual densification that is not as jarring as replacing a one story strip with five-over-one mixed use "overnight."

- Provide bus service to residential neighborhoods, including along Country Club Drive. There's enough high density housing in the area. It's unpleasant to look at and without some real public transit it will continue to create traffic congestion.
- We need affordable housing in this city and take better care for the homeless. We have a start but there is much to be done.
- The loss of mobile home communities and low income housing.
- Yes, reduce the "homeless" populations and culture that has and is overwhelming this area! Don't provide more incentives (more free bus services) to "lure" in more of them. It's becoming "sketchy" enough just walking around up here or coming and going from businesses. .aggressive panhandling on most corners and people sleeping on the damn sidewalks, passed out on drugs and alcohol. Clean it up!! This is a disgrace. .you people are failing miserably.
- I think affordable housing is the #1 biggest issue in Fort Collins, but it would be amazing to see the true north side of College (Lyric and north) be developed to match the needs of the community. The King Soopers on North College is one of the busiest groceries stores in all of Fort Collins because it services a huge population! I would love to see transit like the Max make its way that far north!
- Consider in development plans the needs and demands of the growth area neighborhoods just northeast of college and the Montava development's impact on the city
- Hope to retain the uniqueness of the north side, not turn it into a sprawling replica of the south side & every other town of this size in the US. Sprawling, sprawling..... no character.
- Whole corridor needs modernization. It currently looks like a 1960's dump
- Places for the homeless. No more people sleeping in boxes.
- Mainly hoping for a reconciliation with our over-reliance on automobiles, and the real and opportunity costs of that over-reliance, including overbuilt streets and overly large surface parking. If there we considered parking lots as vacant land, we have a LOT of room to develop North College for transit-oriented mixed use buildings without demolishing buildings or displacing anyone.
- I don't want to see residents in mobile home parks displaced. I would like to see as much open space & park areas saved from development. How will the current railroad spur be affected?
- I'm excited about expanding the transportation corridor and adding more businesses for daily needs while preserving the unique cultural feel of the area.
- I hope that the investments in public transportation will be matched by an increase in density along the entire corridor. That is the best way to have North College help the housing affordability crisis in Fort Collins.
- appropriate attention to and care for unsheltered individuals, many of whom store property or seek aide at Willox and College and the transit stop next to King Soopers - there are often unsafe street crossings and people out in difficult weather.
- I would like to see the city put out a complete development plan for the entire corridor. I would like to see them think ahead.
- The commute for many families to Mountain Sage Community School is a HUGE problem! The school does not have enough funding to hire drivers and the city keeps ignoring the need for a school bus. Children are having trouble getting to their school! This must be solved. Thank you.
- Please extend the high frequency max to the Lyric.
- None

- Please build in a way that encourages foot traffic and doesn't glorify the car. Parking garages don't have to be ugly
- Affordable housing needs to be preserved in order to not alienate existing communities.
- I want to be able to access new business' and old ones in north college but I can't very easily because I do not drive from a disability. I also think that the zoning laws surrounding the north college area vs those of midtown and south Fort Collins regarding marijuana sales especially seem to be unwarranted and perhaps unfair to people living on the north side. Although I don't live up north, some of the rules concerning those business makes no sense, along with zoning laws about industrial sites in the north. They seem to be designed to keep those industries out of the whiter middle and upper class areas of town, a form of red lining that favors some people over others. I don't think you should develop the north side with a colonial or racist mindset. Although I think that development can be 'good' I do not think gentrification is a non-issue on the north side and I would like to see an effort to welcome and invite existing residents of that area to be a part of the conversation so they do not get pushed out of the neighborhoods they have lived in for years. I would like to on the other hand see an effort to see some kind of environmental remediation and accountability practices for industrial sites on the north side, and perhaps push those industries elsewhere, instead of the people. I realize that those businesses have to be somewhere for our society to function, but I wish they where not detrimental to only certain populations within Larimer county and Fort Collins. There should be some form of equity and compensation provided to offset the environmental and social damages that industry inflicts.
- Please do something with that old lot on drake and 287.
- "Bicycle commuters just be given every consideration. Part of improving public transportation is providing opportunities and incentives for non motorized transport.
- Additionally, protecting the natural environments nearby should be Paramount."
- Please make a stop near The Lyric

Responses in Spanish

- Don't hesitate
- None
- I would like to know more if it will be Max project
- Thank you very much for listening to our Latin people
- How likely are they to put a bus route to Hickory?
- When will work begin on these changes and when will they be ready?
- Bicycle lanes need to be protected from cars with a physical barrier. For now the traffic is very high and it does not give confidence to ride a bike in north college
- It's important not to displace the people who live here now, but I don't much care for the big parking lots that exist, or the big empty stores like the old Albertsons.

WORKSHOP RESPONSES

Responses in English

- Please give the survey to NFCBA is you have not done so already
- need ethnic and cultural perspectives

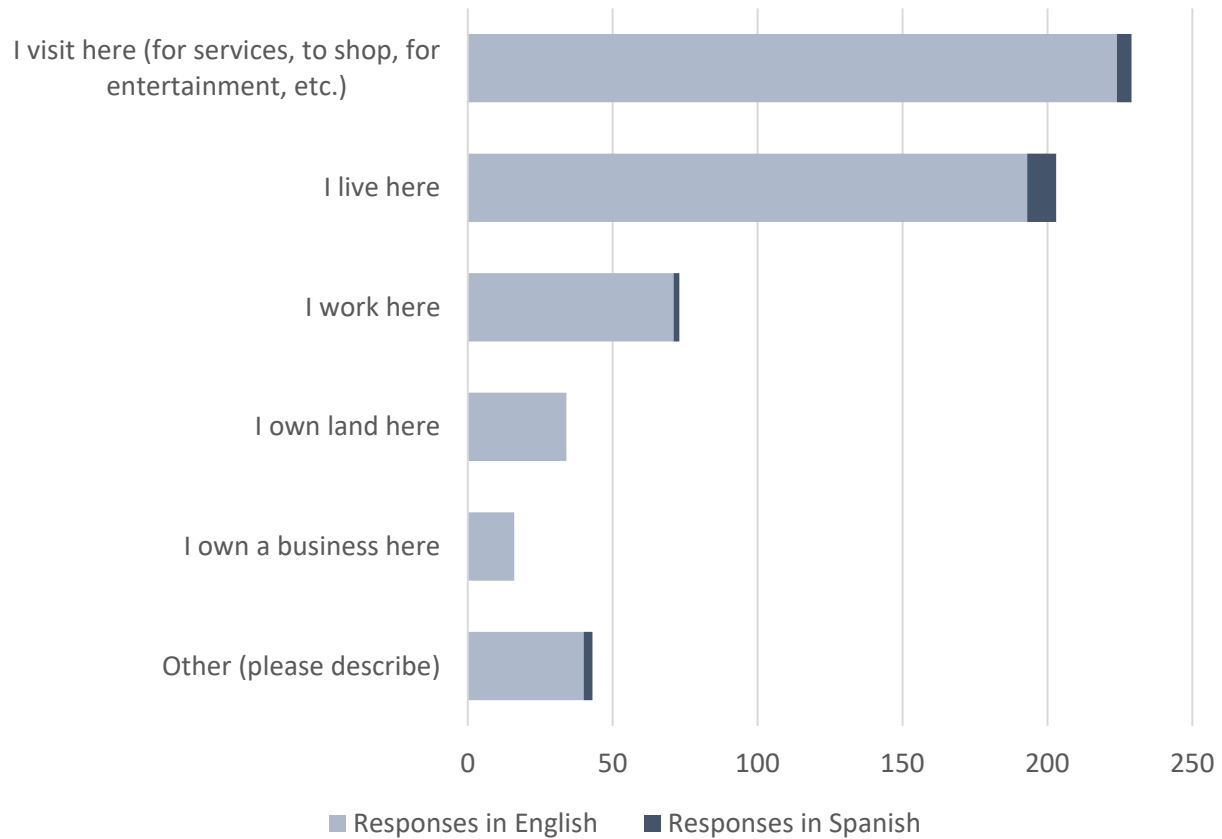
- Incremental development preferred
- An additional concern is the lack of an Urgent Care in the North College corridor
- How can we promote new minority owned businesses to open?
- How do you create more of a walking community feel to North College?
- Can we add an ice cream shop where families can come and enjoy time in community and outside?
- I would love to ask some of these questions to Transfort's Customer Support team. They receive so many calls and emails, I'd like to hear what they are hearing from riders.

Responses in Spanish

- Ticket costs?
- On transport safety, regarding COVID
- Will routes go back to how they were before the pandemic?
- What are the chances of a stop being put on for hickory
- Will the hours remain the same?
- Greater security, greater commitment and acceptance of diversity, be it race, gender identity!
- From what time to what time does Max work?
- Extended hours on weekends
- Will there be political surveillance or monitoring to prevent criminal acts or vandalism?
- In terms of efficiency, this transport would be better in the sense of speed or better in the sense of accessibility compared to normal public transport.
- In hickory village
- Would the frequency of the max be maintained or would it be more frequent?
- In hot weather / summer expand until 12 pm especially when there are events in the old town
- That they have more security and that they have the option that the minors go in front where the driver can see them.
- Small children are safe in the max?
- As in a fall, what hits?
- It's wonderful that they take us on!!!

Question 7: What is your association with the North College Avenue corridor? (check all that apply)

Figure 11: Question 7 Results by Language (Survey Results Only)



Responses to “Other (please describe)”:

Responses in English

- FoCo Resident
- I live close to the corridor and travel it frequently. Know people living in the mobile home parks
- I used to live there and was very frustrated by public transit options!
- I drive through it to get to Poudre Canyon or Laramie Wy.
- We own a rental property in the area - but hope move family into it soon and often frequent the businesses in the area
- I ride a bike here
- I live in North-East area, I buy gas and shop here daily
- None, I used to be a bus driver.
- NFCBA Board Member since 2004
- I work with people living in this area
- grocery store with great produce nearby would be a plus

- I own a house near Martinez Park (that I live in)
- I live just north of the big King Soopers on N College
- I live a mile east of the N. College corridor and am in that vicinity almost daily.
- Live nearby
- I live near the corridor (within half mile)
- I live in old town and do not have a car
- (I've recently moved southeast of Old Town, but lived near here for quite a while)
- I don't live in the north college corridor, but it is the closest to my neighborhood for shopping, services, and entertainment
- I am not actually on North College but do live north east of downtown
- I own a rental property
- I regularly visit friends who live up the corridor
- I commute through here
- I used to live on North Mason and I believe there is a lot of opportunity to support this area and create a district that is a draw to other Fort Collins residents without driving out the existing community/businesses.
- I live nearby
- I live north of north end. I believe that it would be appropriate to include the town of Wellington into the planning phase. Traffic on Country Club road and Douglas road will ultimately find its way to North College avenue. The north/south roads feeding the development of the Budweiser brewery area will add even more traffic and demand. Think bigger when it comes to the planning.
- I live near Terry Lake Road.
- I drive through here on my way to the Poudre Canyon
- Born (mid-60's) and raised. Quality of life is plummeting.
- I live very close
- I work with families who live here.
- Live nearby
- Friends live there
- Commute
- Live close by and travel the corridor daily
- I live north of there, not too far, but not easy walking distance.
- I live one mile northeast in the county
- Own rental property
- No association
- Commonly used to commute

PHASE THREE PUBLIC INVOLVEMENT REPORT

NORTH COLLEGE MAX PLAN

August 5, 2022



Prepared by:



**INSTITUTE FOR THE
BUILT ENVIRONMENT**
COLORADO STATE UNIVERSITY

EXECUTIVE SUMMARY

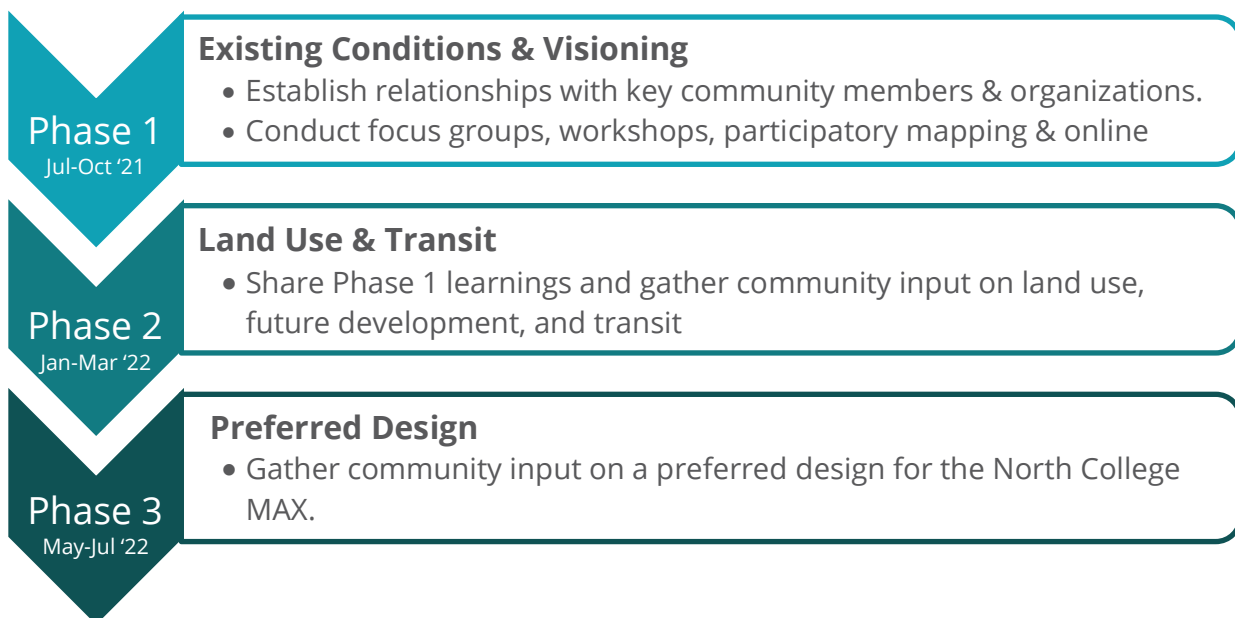
PURPOSE OF THIS REPORT

The purpose of this report is to summarize the results from Phase Three of public engagement for the North College MAX planning process, conducted from May to July 2022. This phase of engagement focused on gaining community feedback and priorities related to the developed draft recommendations for transit routes, bicycle and pedestrian improvements, and future development along the North College Corridor. The outcomes presented in this report are being used to inform the final North College MAX Plan.

Public Involvement Process

A team based at Colorado State University (CSU), comprised of the Institute for the Built Environment (IBE) and the Rojas Public Health Lab, designed and implemented public engagement activities with guidance from City of Fort Collins staff and in partnership with Fehr & Peers throughout the 2021-2022 North College MAX BRT planning process.

The public participated in three phases of engagement starting in summer 2021 and completed in June 2022. Public involvement was conducted in three phases:



PHASE THREE PUBLIC INVOLVEMENT ACTIVITIES

Phase Three engagement efforts focused on the proposed design for the MAX bus along North College Avenue and on the density of buildings for housing and employment in the plan area. Phase Three engagement took place from May through early July 2022.

More than 500 individuals were directly engaged through online community workshops, short presentations, an online questionnaire, and/or interactions with the City's Community Connectors volunteers, who distributed informational postcards and conducted the online questionnaire live with community members.

The team encouraged public participation by leveraging relationships developed in Phases One and Two of engagement. Over 50 businesses, organizations, and residential communities were provided shareable content for social media and newsletters and printed postcards, as requested. The City mailed postcards to over 3,200 residential and commercial addresses in and adjacent to the plan area, within the area between Laporte Avenue, Shields Street, Lemay Road, and Gregory Road, including Tres Colonias neighborhoods (Alta Vista, Andersonville/Sen Cristo, and Buckingham). The postcard invited participation in workshops and the online questionnaire. The City also posted events on its Transfort Facebook page.

Participants included residents, community-based organizations, area businesses, individuals who work in the plan area, and select committees and advisory boards. The workshops, questionnaire, postcards, and website were offered in both English and Spanish. Participation incentives (\$45 VISA gift cards) were provided to Fort Collins residents whose participation in a 90-minute workshop fell outside of their typical job responsibilities.



Figure 1. Community Connectors volunteers engaged fellow community members.

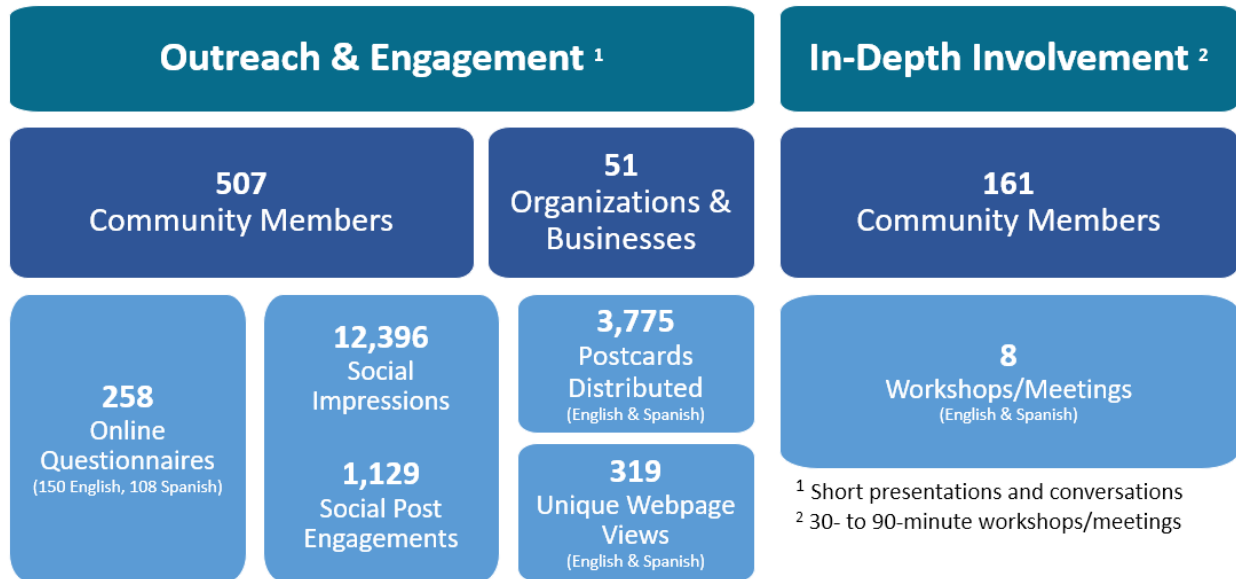


Figure 2. Phase 3 outreach metrics

PHASE THREE PUBLIC INVOLVEMENT OUTCOMES

Overall Summary

The results below summarize the outcomes from workshops and the online questionnaire. A full report from the online questionnaire is included as an appendix. Individual workshop summaries have been provided to the City of Fort Collins and are available upon request.

- Widespread support for the proposed plan and improved bus service including frequency, improved stop locations and improved pedestrian and biking safety and infrastructure.
- Widespread support for increasing density and building heights, with some concerns around gentrification and obstructing views.
- The business community, while supportive overall, expressed more concern than other groups about the proposed plan and around increasing density.
- Ongoing concerns from the community about affordability, safety, and around the presence of transient and homeless populations.
- Need for additional engagement around route options for serving destinations on Lemay Avenue and with the business community who expressed concerns about the proposed design and increasing density.

Design Preferences

Participants were asked to rate their support for the proposed design on a scale of 1 to 4 with 1 being strongly against, 2 somewhat against, 3 somewhat supportive and 4 strongly supportive.

Below are the combined averages for each design feature from the questionnaire and the workshop results. Overall, the community expressed that they were in favor of the proposed design, although different groups expressed reservations about certain features, as described below.

Recommendations	Average (1 strongly against – 4 strongly support)
Changing bus stop locations to key destinations and traffic signals	3.63
Shared-use path on North College	3.46
Splitting North College & Blue Spruce bus service	3.23
MAX bus turnaround at Terry Lake Drive	3.18
Bus only lanes on North College	3.03
Building heights of 5 to 8-stories on and near North College	2.97

Additional comments on design features:

- Among all stakeholder groups, there was strong support for the proposed bus stop locations at key destinations and traffic signals, making the sidewalk a shared-use path, and for additional pedestrian and bicycle paths and corridors
- For most stakeholder groups there was a high degree of support for bus only lanes, with the exception those in the business community, where about half expressed strong opposition to the bus only lanes. Based on input gathered from the North Fort Collins Business Association, this opposition is driven by concerns regarding construction and acquisition of additional rights of way.

Route Preferences

The outcomes between the workshop and the questionnaires were somewhat different regarding route options. English workshop respondents preferred option #1 with Route 8 going to the Downtown Transit Center and improved frequency for Route 5, which serves

Poudre Valley Hospital. Spanish workshop respondents and all online questionnaire respondents (English and Spanish) preferred Option #3 where Route 8 would serve North College to Poudre Valley Hospital.

Through the workshop, and some of the open-ended responses in the questionnaire, it became clear that participants did not fully understand the three options or how those options would affect transit.

In future planning phases, this question should be revisited with the community.

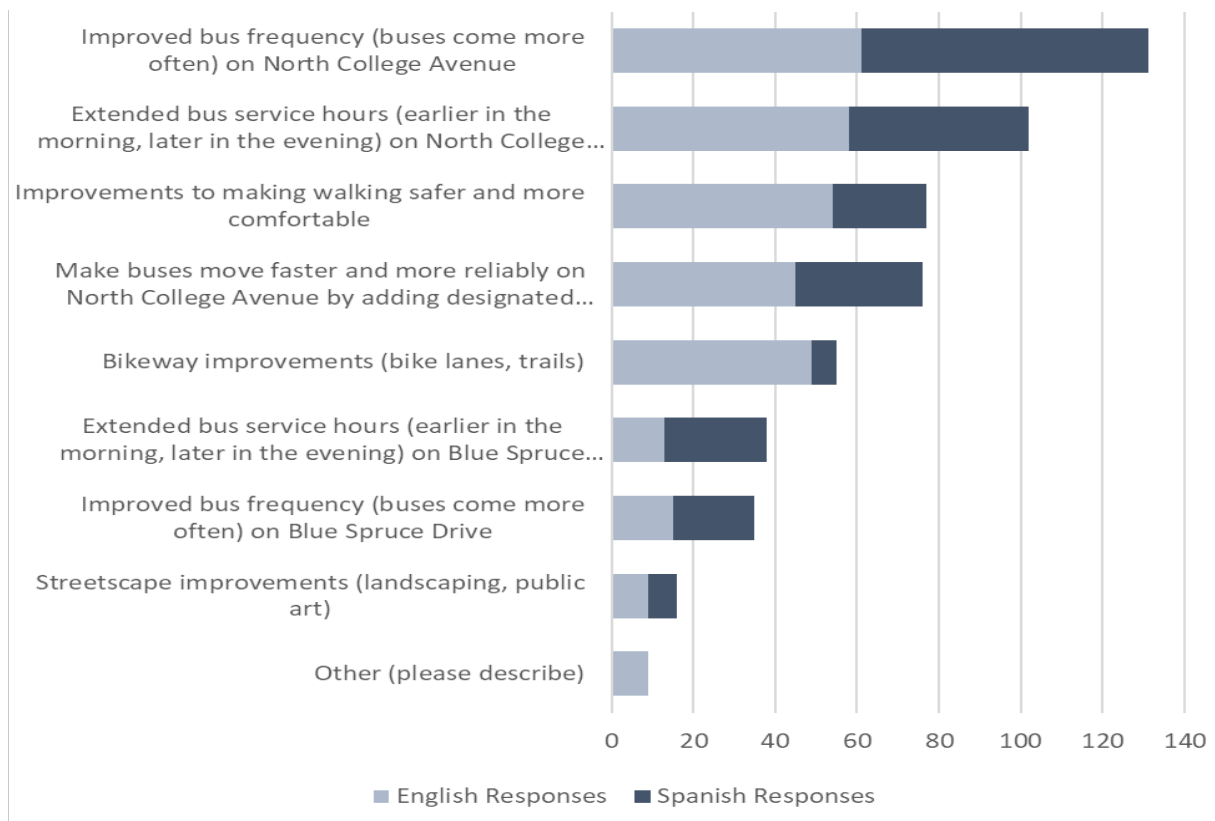
Building Heights

Most stakeholder respondents expressed support for increasing building heights along the corridor to be up to 5 to 8 stories. The notable exception was that about a third of the business community respondents expressed that they were against allowing 5 to 8 story buildings. The other two thirds were in favor of taller allowable building heights in the corridor.

Priorities for Transportation Improvements

- The community's top two priorities were to improve bus frequency and service hours on North College Avenue.
- The third and fourth highest priorities were making walking safer and more comfortable, and to add dedicated bus lanes.

Figure 5. Results to "Which two options best describe your highest priorities for transportation improvements to the



North College Area? (Pick 2)" by language.

Audience-Specific Concerns

The sentiments above reflect consistent messages across all populations who participated in the workshops and online questionnaire. The comments below reflect differences and nuances that were unique to different populations.

Spanish-Speaking Community

- More strongly supported splitting the North College Bus service and the Blue Spruce bus service than the combined averages.
- More support for new and higher density development, expressing it would provide more opportunities for work and housing than the combined averages.
- Preference for Route 8 to go to Poudre Valley Hospital to serve destinations on Lemay Avenue from North College. Participants explained they prefer this route because it travels more directly between the places they live and go, while avoiding traffic or hospital slowdowns. *(Please see note above regarding confusion around the three options).*
- More concerns regarding the accessibility, safety, and affordability of using the MAX.

Business Community

- The business community expressed concerns relating to the impacts of construction and potential right of way on their businesses.
- Despite these concerns, the business community expressed support or strong support for the proposed design and increased density.
- All business community questionnaire responses were in English.
- *Additional conversations with the business community could be helpful to understand the rationale behind the reservations and concerns that were expressed through the questionnaire.*

Summary of Open-Ended Questions from Questionnaire

A summary, including individual responses from the open-ended questions from the online questionnaire, can be found in the Appendix. Key highlights included:

- Both support and concern about the prospect of increased density, including building heights, in the area.
- Desire for improvements to walking and biking infrastructure in the area.
- Some concerns around the safety of shared-use path in the proposal and questions about separate bike and pedestrian paths.
- Desire for more frequent transit that has longer hours of service.
- Concerns surrounding the homeless and transient population along North College; Community fears that crime will spread to residential areas as a result of extending the MAX line.
- Need for continued affordability for housing, businesses, and transportation costs.
- Concerns surrounding increasing building height in the area
- Among the Social Service Organizations and Spanish-speaking community, accessibility surrounding using the MAX, as well as walking and biking infrastructure were common points of concern.

NORTH COLLEGE MAX BRT

OUTREACH PHASE 3 SUMMARY

July 2022



SUMMARY OF ONLINE QUESTIONNAIRE & WORKSHOP POLL RESULTS

The following report documents the responses for each question asked in the online questionnaire and in the in-person workshops during phase three of public outreach for the North College MAX Study. The online questionnaire was available in both English and Spanish. **A total of 258 people responded to the questionnaire – 150 in English and 108 in Spanish.** Similarly, there were Spanish-language and English-language workshops hosted during phase three of outreach. **The data in this summary includes the responses of 24 workshop participants (18 English-language participants and 6 Spanish-language participants).**

In total, this summary reflects input from 282 community members across both survey respondents and public workshop participants.

Responses to each question are displayed as charts showing the total number of responses received. Each multiple-choice question has a chart calling out if the responses were received in English or Spanish. A second chart displays the same results broken out by how survey respondents with different affiliations with the corridor responded to each question. Both of these charts combine the total responses from both the online survey and the polls from the in-person workshops.

If the survey question had an option for “Other (please describe),” the open-ended responses for that question are listed below the chart summaries. Workshops did not include an “Other (please describe)” option for individual poll questions but did include one “Additional comments” polling question; in this report, these additional workshop comments are included in the open-ended responses for question 6.

A few common themes rose out of the open-ended responses:

- Both support and concern about the prospect of increased density in the area.
- Desire for improvements to walking and biking infrastructure in the area.
- Desire for more frequent transit that has longer hours of service.
- Need for continued affordability for both housing and transportation costs.

The exact text of the open-ended responses can be read in the following sections that present the results for each question.

Question 1: Which option would you prefer for local bus service between North College and destinations on Lemay Avenue? (Select one)

Figure 1: Question 1 Results by Language

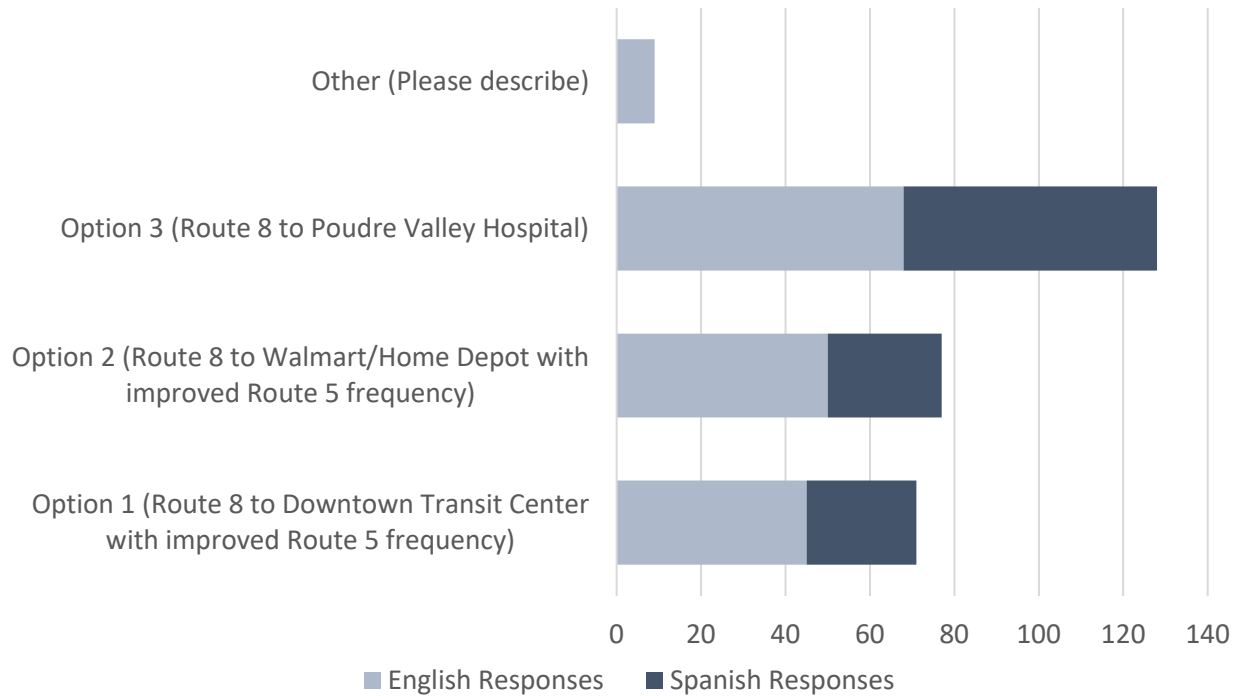
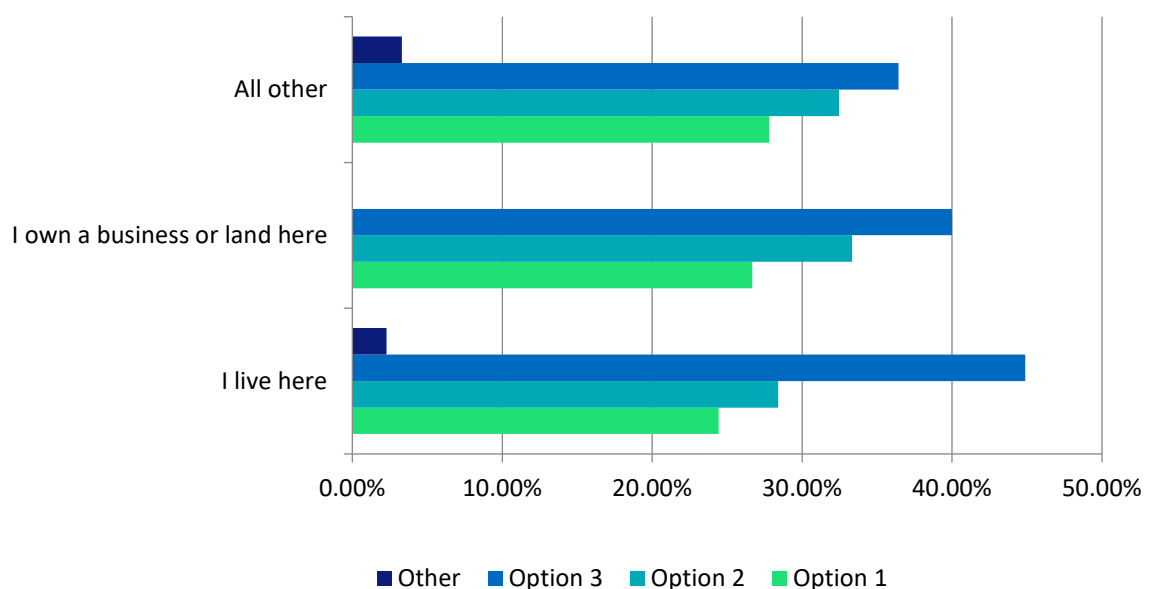


Figure 2: Question 1 Results by Local Bus Options along North College Corridor



Responses to “Other (please describe)”:

- This route does not impact me - I have no preference
- Change max back to 10 min frequency
- It'd be great to see northeast Ft. Collins receive more city services as more housing is constructed. We should have late and early bus lines at minimum. Why not a Max-type line going east-west on Vine?
- Transfort has not delivered on the current routes. First things first
- Personally prefer 2 but I expect if you don't have a car PVH would be important
- I want option 3 because the hospital (pvh) is always busy
- I prefer the authorities to work on improving public transportation between Fort Collins and Denver rather than within Fort Collins
- I don't ride the bus
- NONE! There's enough transients on and around North College! We don't need buses bringing more!!
- **Responses to “Other (please describe)” in Spanish:**
- Change max back to 10 min frequency
- It'd be great to see northeast Ft. Collins receive more city services as more housing is constructed. We should have late and early bus lines at minimum. Why not a Max-type line going east-west on Vine?

Question 2: Please reference the previous visual and rate how supportive you are of each element.

Table 1: Question 2 Weighted Totals for English-Speaking Respondents

Recommendations (English)	I Live Here (91 responses)	I Own Land or a Business Here (8 responses)	All Others (123 responses)	Overall Average
Splitting North College & Blue Spruce bus service	3.13	2.25	3.17	2.85
MAX bus turnaround at Terry Lake Drive	3.12	2.17	3.24	2.84
Changing bus stop locations to key destinations and traffic signals	3.17	3.67	3.58	3.47
Shared-use path on North College	3.40	2.88	3.51	3.26
Bus only lanes on North College	2.83	2.14	3.36	2.78
Building heights of 5 to 8-stories on and near North College	2.68	2.83	2.85	2.79

Table 2: Question 2 Weighted Totals for Spanish-Speaking Respondents

Recommendations (Spanish)	I Live Here (100 responses)	I Own Land or a Business Here (3 responses)	All Others (48 responses)	Overall Average
Splitting North College & Blue Spruce bus service	3.63	4.00	3.77	3.80
MAX bus turnaround at Terry Lake Drive	3.67	3.67	3.71	3.68
Changing bus stop locations to key destinations and traffic signals	3.77	4.00	3.83	3.87
Shared-use path on North College	3.45	4.00	3.81	3.75
Bus only lanes on North College	3.72	3.00	3.49	3.40
Building heights of 5 to 8-stories on and near North College	3.51	3.00	3.23	3.24

Question 3: Which two options best describe your highest priorities for transportation improvements to the North College Area? (Pick 2)

Figure 3: Question 3 Results by Language

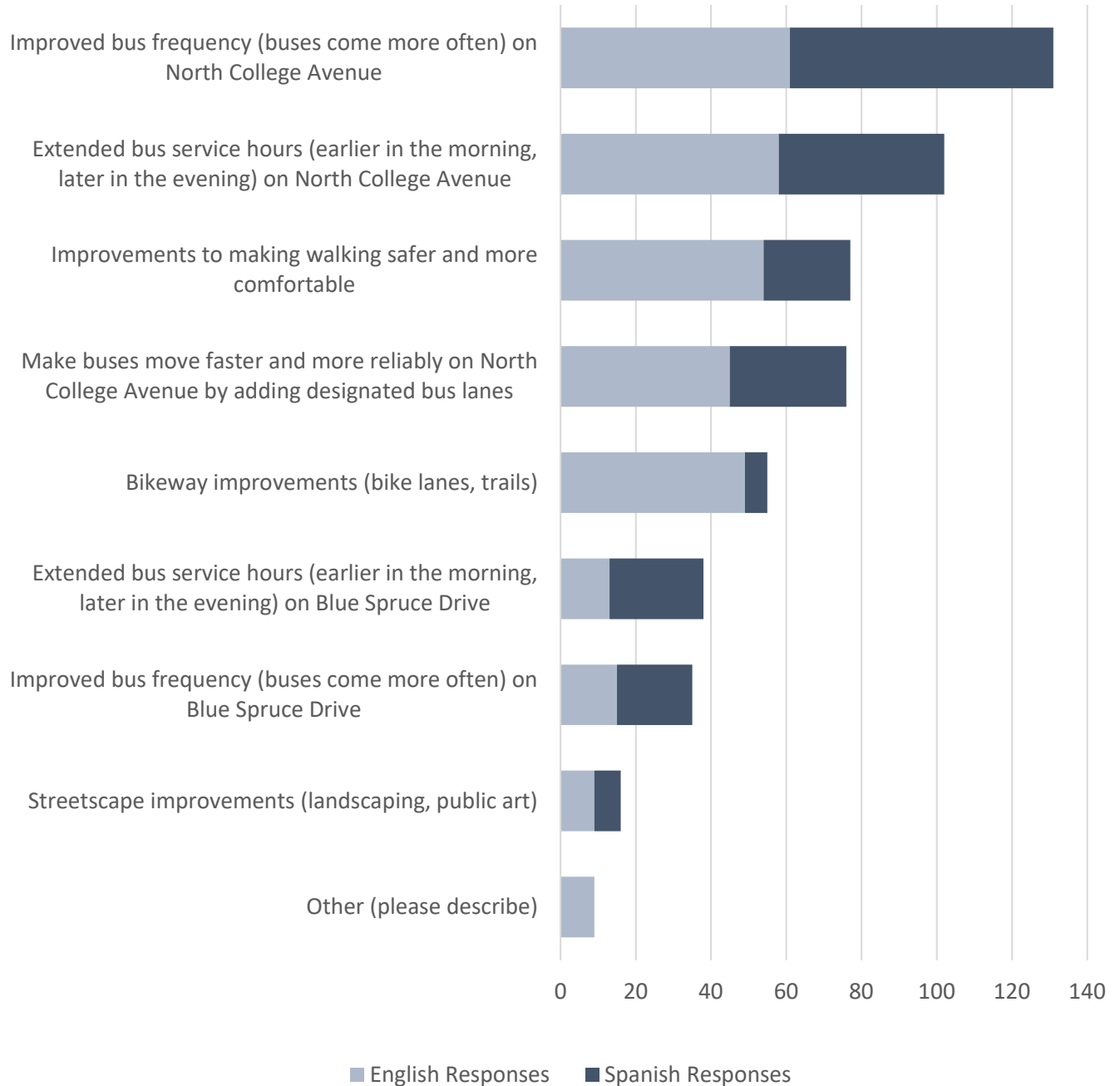
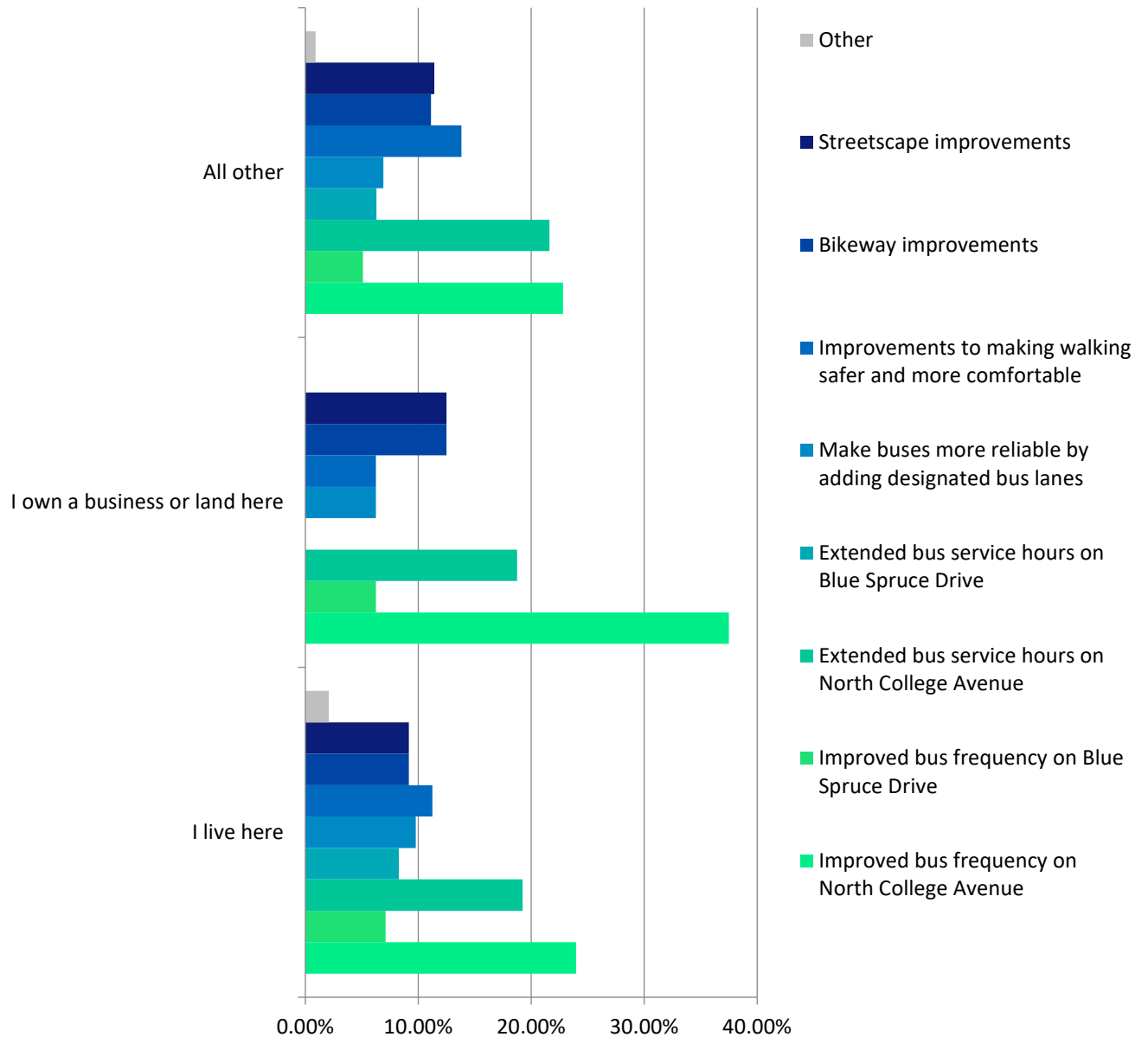


Figure 4: Question 3 Results by Affiliation



Responses to “Other (please describe)”:

- Max bus at 10 min intervals; why entertain this idea after reducing max frequency; most of the population would benefit from the resume of normal bus times
- NO Max here.
- I really wish that Laporte could be included someday. Many of us out here are elderly or disabled and it sucks we have no public transportation. I know we are in no man’s land as far not in the growth area, but I think it's a growing area and would be good to consider
- More stops, especially on College.
- Higher housing density
- my priorities aren’t listed. less buses and bus stops near Buckingham neighborhood and park
- Not bringing crime and homeless to residential areas nearby
- ability to take bus from Willox & College to hospital
- NO BUSSES bringing any more transients on North College! We get enough crime and drugs here!

Responses to “Other (please describe)” in Spanish:

- Change max back to 10 min frequency
- It'd be great to see northeast Ft. Collins receive more city services as more housing is constructed. We should have late and early bus lines at minimum. Why not a Max-type line going east-west on Vine?

Question 4: Do you have any other thoughts or comments on the preferred recommendations from this plan or the future vision of North College? (Open ended)

Responses to Question 4:

- Center lane tree scapes use up available space and resources unnecessarily. Any building above 3 stories causes visual pollution, obstructs solar for existing buildings and increases the cost of building. We don't want densities as large as New York, people need space, views, access to the sun and stars! High density brings out the worst in people.
- I attend Lyric shows that end at sometimes 8p or 9. I would love a way to get to DTC from 287 and Conifer late in the evening
- Prefer dedicated bus lane like mason
- buildings 5-8 stories high is too tall! and indicates the magnitude of growth (residential and/or business) that is being considered here, not just MAX/bus improvements. And your last question (following this one) does not include the option that I mostly use N. College as a transportation route to go up Terry Lake Rd from Old Town. (But as a result, I do sometimes frequent businesses along the way.)
- If you can do both, great; if it's one or the other, go back to 10 min frequency
- Promote mixed use and walkability in all future development
- It'd be great to see northeast Ft. Collins receive more city services as more housing is constructed. We should have late and early bus lines at minimum. Why not a Max-type line going east-west on Vine?
- Bus to North college desperately needed
- The transit plan seems great but my concern is cutting down the width of traffic lanes. There is a lot of commercial traffic (semi-trucks and trailers) that use N College and that little bit of extra room on the road is good to have. Another recommendation would be to add more lighting to the sidewalks especially if bikes will be traveling with pedestrians. The north college corridor has been seeing more transients in the area and the extra lighting at night should assist with both safety and security.
- I'm a bit confused about which transit center the 8 would stop at in options 2 and 3
- Yes, Transfort must meet basic needs on current routes before any expansion can be considered.
- Make norther Fort Collins a nicer and safe place to be and live
- Glad to see it's happening
- Make changes with the thought of those who don't have a car and put these people into priority
- The shared use path proposal concerns me because of the potential for conflict at intersections between bicyclists and other vehicles. How is a bicyclist supposed to turn left? I would be happy with this if the city goes whole hog on the Dutch model which addresses these concerns, but not if the implementation is half-hearted.
- We need extended bus operating hours more than anything. It's impossible to use the bus as a main transport when there are no buses running after 7pm

- We need more public transit options to North College and improve alternate transportation options as well (safer to walk, dedicated/protected lanes, and improved landscape).
- I want all busses to run 24/7
- Historically speaking, transit systems were created to extend walkability, and even today, they function best when they bridge the distance between two destinations that are otherwise too far away to walk. One of the critical shortfalls of Transfort's system, from my observation, is that the city is generally unwalkable, so it's difficult to get to and from bus stops to use transit in the first place. For that reason, and because walking/biking infrastructure is cheap and has outsized economic/fiscal returns, I'd say patch together what you can on the bus lines themselves, and first spend money making sure people can walk around the North College corridor.
- Include green space in the plan
- More affordable housing!
- No, though in the future I would like to see the MAX go further south, or for there to be more reliable service along S College between Harmony and Trilby
- Connect the parking garage to N and S bound busses, including late on weekend nights.
- some of the riders on the 8/81 routes can be a bit dicey. I would love to see an improved security presence
- More stops along all bus routes.
- Prioritize local businesses as N College develops and make systems as inclusive as possible
- Lights at all bus stops
- Stop urban sprawl
- Trim median landscaping for safer crossing at unregulated intersections
- North College needs to be beautified and updated. It feels like the city works harder (and spends more money) to make S FoCo attractive. I'm happy to see there are plans to develop to make North FoCo more user friendly and attractive.
- Very much needed. Please think far enough into the future. Sidewalks and other improvements on N College aren't very old and will likely be torn out to do this. Extremely wasteful.
- If the Max is turning around at Terry Lake, it would be beneficial to have a safe parking area there. If we still have to commute to FC, at least we could then take the Max to CSU, for instance. This would be nice for evening events in Old Town, too.
- Need easier access
- Along with MAX extension to North College, improve bike and walking connections to and from the MAX stations
- No. It's looking much less junky.
- The dedicated bus lanes, higher density, and improved bike and pedestrian routes surrounding College all sound great. Let's get it implemented ASAP! One challenge with the current sidewalk (and likely the proposed shared use path) on North College is that cars turning into business parking lots don't always look for pedestrians using the sidewalk. I feel safer in Old Town where cars aren't turning in and out of parking lots cutting me off/almost hitting me. I don't know how to solve this problem on North College but wanted to bring it to your attention.

- The North College MAX plan is a great vision for the future of this area. I'm glad you are also looking at pedestrian and cycling improvements on nearby streets. Increased density and reduced car use is key to meeting the city's climate goals, and to solving the housing affordability problem.
- I don't want current business, tailor parks or residence to be removed for exonerated the max on college ave.
- don't get rid of the awesome parking, are u guys crazy!
- I have serious concerns about increasing the allowable building height. This is inconsistent with the feel throughout the rest of Fort Collins and obscures views to the west.
- I agree with feedback from earlier stages of the project - it's imperative that this expansion preserve existing mobile home parks and preserve/create affordable housing in the area.
- Thanks for asking.
- Separated biking and walking infrastructure is essential. Lowered setbacks from the road would help encourage non-car travel. I strongly endorse reducing the speed limit on north College to at most 30 mph. 40 mph will keep it unpleasant for walking and cycling no matter how good the infrastructure gets. A multitude path is a huge improvement over the current situation, but in the long term it will create conflict between cyclists and pedestrians if the plan is successful. Separating these uses would be preferred to me, but I recognize that removing a traffic lane or narrowing traffic lanes is probably a non-starter.
- I love caring for people in our community, but I have lived near Lemay for 26 years and am really nervous about the homeless encampment by the Foodbank. I am asking that all efforts to bring people up here will protect current residents.
- very concerned about speed/flow of traffic on N. College...right now traffic really moves till railroad tracks
- Remove the pot shops from north college
- No gentrification
- Make cyclists, pedestrians and roadways more efficient. This includes building a single lane for busses only but also taking care of pedestrians by following the right way of when to walk or when to wait.
- I love the lyric and would love ways to get there more safely especially as bus services aren't late enough and current bike crossings are scary because of traffic
- It would be great to have a route going as far up as Douglas Road as well. Douglas is in GMA.
- Traffic study on Willow west of College. Appears many vehicles speed.
- All the options listed in Q3 would be much appreciated!
- Let the buses connected to give room for biking and walking as well
- Give way for free route improvements within the territory
- Instead of adding buses, add more Police patrolling the North College area. There's way too many transients, thieves and drug addicts here. They steal everything they can and you can't walk down the street without getting hounded by them.
- There are several buildings that haven't been occupied for years (e.g., Albertsons) -- do something with those first
- I think the route that makes the most sense for efficiency, and I am not expert enough to know what option to choose here.

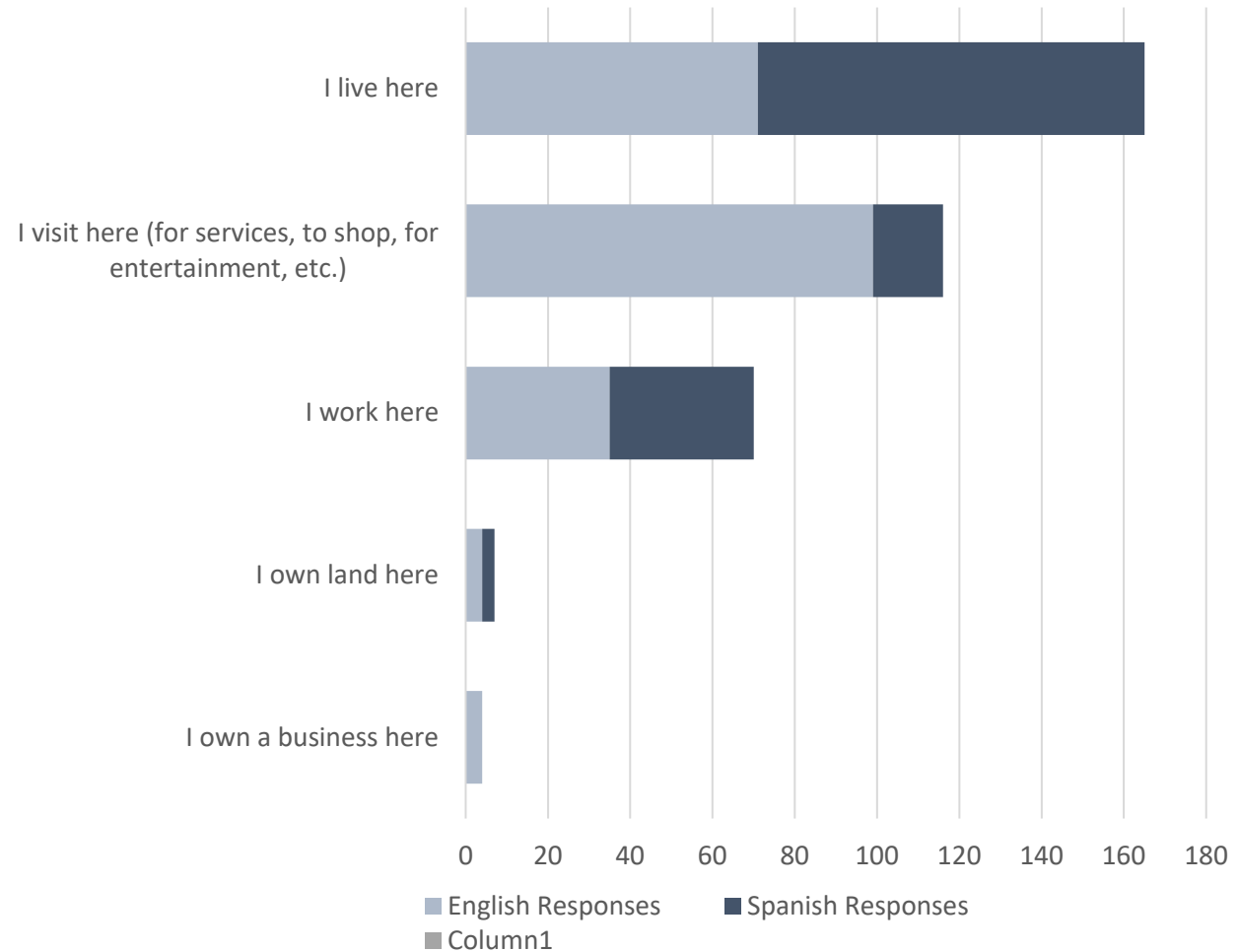
- Mostly preserve what's on college but allow more development directly behind - like 0.5-2 blocks off college. Preserve and/or reuse building that are in good shape before razing them. Support thriving businesses and maintain small, affordable tenant spaces.
- Build medium density homes where trailer parks are

Responses to Question 4 Submitted in Spanish:

- That the price remains cheap
- That it be at an affordable cost
- Have electronic cards to pay
- That house rents do not rise
- that there is another terminal or meeting point for all the buses
- that they go through Salud Family more continuously
- that the cost is accessible for those of us who travel daily
- have bus stops in strategic places
- that there is transportation service on weekends
- I removed the pedestrians from having their area and the truck from having it part so that the cyclists can share the area but with the pedestrians not with the bus.
- Yes, I would like to but not with very tall buildings
- I hope that you can achieve these routes of the max
- I'm looking forward to having it on max North college public transportation and I don't agree that there are so many differences and less than that tall height
- This town is not really prepared, its structure is not designed to be a large city, it is not for large buildings, the center is not like that
- I like the idea a lot
- I totally agree and that it is the best for the community is fine
- I agree with the project
- I agree with the project they are doing
- That the buses be a safe place for adolescents and older adults, that they get on without fear
- Yes, more lighting on College Ave
- I like the idea
- I would like them to build a bridge where the train track passes between college and
- Yes, I would like there to be more modernization, but not with very tall buildings.
- All good thanks
- I think I really like the idea of this project
- I think I really like the idea of this project
- One comment I wanted to make is that if you could give more time not the hickory and college traffic lights thank you
- Any!
- Everything's fine

Question 5: What is your association with the North College Avenue corridor?

Figure 5: Question 5 Results by Language



Appendix B

Existing Conditions Report

NORTH COLLEGE MAX BRT

EXISTING CONDITIONS REPORT

SEPTEMBER 2022



NORTH COLLEGE

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HOLT &
ULLEVIG

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APPENDICES

Appendix A - Peak Hour Traffic Counts

Appendix B - NFRMPO Model Population & Employment Maps

Appendix C - Market and Land Use Analysis

Appendix D - Environmental Overview

OVERVIEW AND CONTEXT

PROJECT CONTEXT AND GOALS

Previous planning efforts, including the 2019 Transit Master Plan, identified the North College corridor as a future MAX bus rapid transit (BRT) corridor. The North College MAX BRT Plan aims to document existing conditions on the North College corridor and create a plan for future MAX service that attracts new riders to the service while providing a higher level of service for existing users and promoting equity in the area. The North College MAX Plan will look into:

- Transit service planning for future MAX service on the North College corridor
- An analysis of multimodal transportation planning and operations
- Station area planning for future MAX stations
- Transit oriented development (TOD) and economic development considerations along the North College corridor
- Considerations of the impact of proposed projects on critical subjects like equity and sustainability
- Cost estimates and potential funding sources and phasing for implementation of recommendations

This report includes an assessment of existing transportation conditions along the North College corridor. In addition to this existing conditions report, an environmental review and a land use analysis were conducted as part of the North College MAX BRT Plan. These reports are included as Appendix C and Appendix D of this report.

EXISTING CONDITIONS OVERVIEW AND TAKEAWAYS

In summary, the existing conditions analysis found that apart from unscheduled events, congestion and delay along North College is minimal and is not expected to grow to unacceptable levels. However, the existing infrastructure on the corridor can be stressful for people walking or biking and those two user groups are overrepresented in the number of crashes that result in injury compared to their involvement in the total number of crashes.

Existing transit ridership is strong on the routes serving the North College corridor (Routes 8 and 81), but currently the highest ridership stops are those off of the corridor, particularly stops located near community services. The ridership profile for Routes 8 and 81 differs from ridership across the system with far fewer CSU students or youth riders and significantly greater numbers of older adults and people with disabilities.

This existing conditions analysis, along with community and stakeholder input, will be used to develop recommendations for the North College corridor. Recommendations will address how to provide MAX service on the corridor while still providing a high level of service to existing transit users who depend on Routes 8 and 81 currently. Recommendations will also address the existing stress levels of bicycle and pedestrian infrastructure as well as projects to improve overall safety on the corridor.

REVIEW OF EXISTING PLANS

The North College MAX BRT Plan builds off of previous studies that have been conducted on the North College corridor. This section documents previous planning and project work that has occurred on the corridor, what recommendations came out of these plans, and what recommendations have been implemented for each. This section includes summaries of the following plans:

- Our Climate Future (2021)
- Housing Strategic Plan (2021)
- Fort Collins Transportation Master Plan (2019)
- Fort Collins Transit Master Plan (2019)
- Fort Collins City Plan (2019)
- Fort Collins Multimodal Index (2019)
- Fort Collins Capital Improvement Plans & Programs
- Fort Collins Bicycle Master Plan (2014)
- North College Infrastructure Funding Plan (2010)
- North College corridor Plan (2007)
- CDOT Access Control Plan (2005)

OUR CLIMATE FUTURE (2021)

Our Climate Future documents Fort Collins' environmental goals, including a goal to reduce greenhouse gas emissions. Improved transit service, including Bus Rapid Transit, relates to Big Move 4 – Convenient Transportation Choices.

HOUSING STRATEGIC PLAN (2021)

The Housing Strategic Plan envisions that everyone in Fort Collins will have healthy, stable housing they can afford. Affordability is a core goal of the plan, which includes a variety of strategies and priorities for housing relevant to future development in the North College area.

FORT COLLINS TRANSPORTATION MASTER PLAN (2019)

The 2019 Transportation Master Plan developed general recommendations for the Fort Collins transportation system that apply to the North College corridor:

- Realign local routes to provide more direct, reliable service, with higher frequencies and better connect to the high frequency network
- Mobility innovation zones should be connected into the BRT and high-frequency network at strategically spaced mobility hubs that can serve as multimodal transfer points between transit, bicycles, cars, scooters, shuttles, on-demand and other mobility services
- Convert city transit fleet to EVs in the near term and AVs in the long term
- Several major capital improvements will be needed, notably an expansion of the existing transit-maintenance base, an expanded or new Downtown Transit Center, and new mobility hubs
- More frequency proposed in denser areas that correspond with Pedestrian Priority Areas

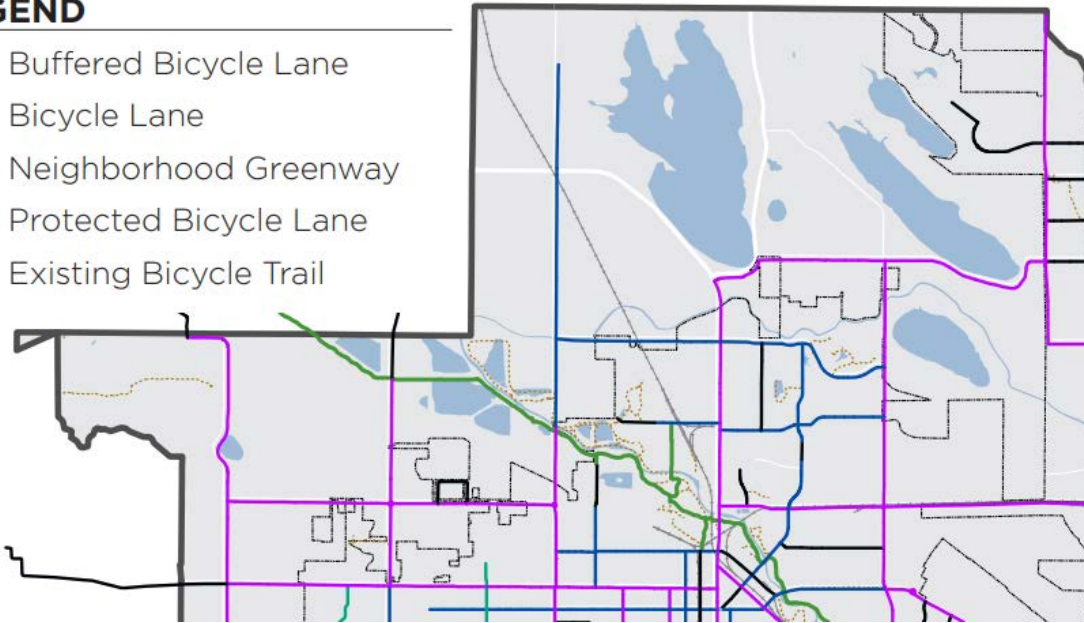
- Disability rights experts to help guide transit project selection and program implementation

The 2019 Transportation Master Plan presented the 2014 Bicycle Master Plan. Near the North College corridor, buffered bike lanes are proposed on Willox Lane and Willow Street. The plan also extends the proposed protected bike lane on College Avenue south through the core of Fort Collins. The city set a goal of building one protected bike lane per year for the five years following the plan. **Figure 1** displays the Future Bicycle Network around the North College corridor created in the Transportation Master Plan

Figure 1: Future Bicycle Network (2019 Transportation Master Plan)

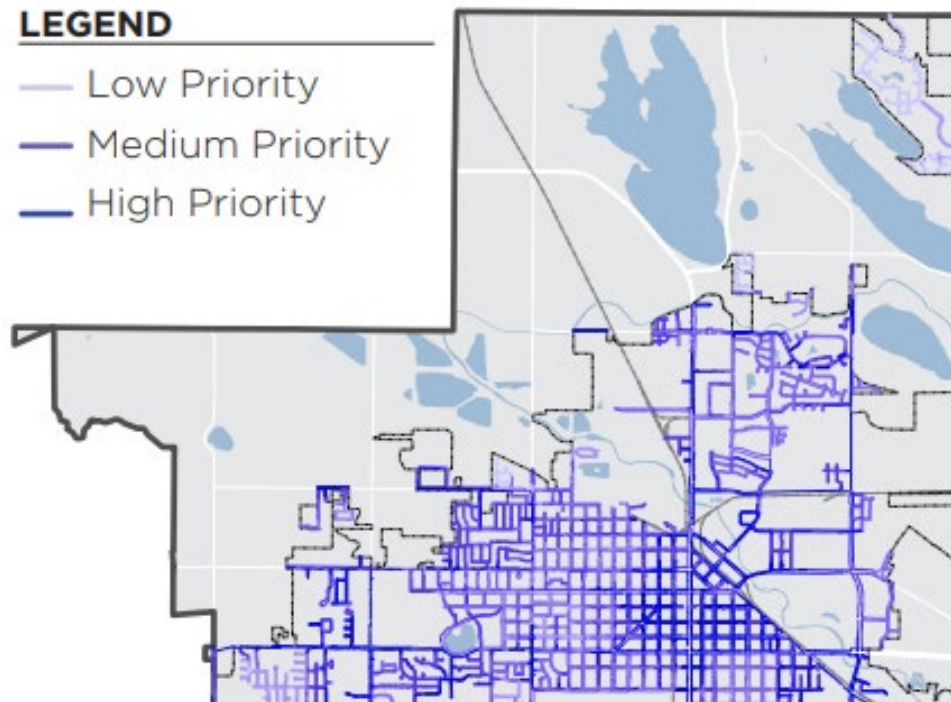
LEGEND

- Buffered Bicycle Lane
- Bicycle Lane
- Neighborhood Greenway
- Protected Bicycle Lane
- - Existing Bicycle Trail



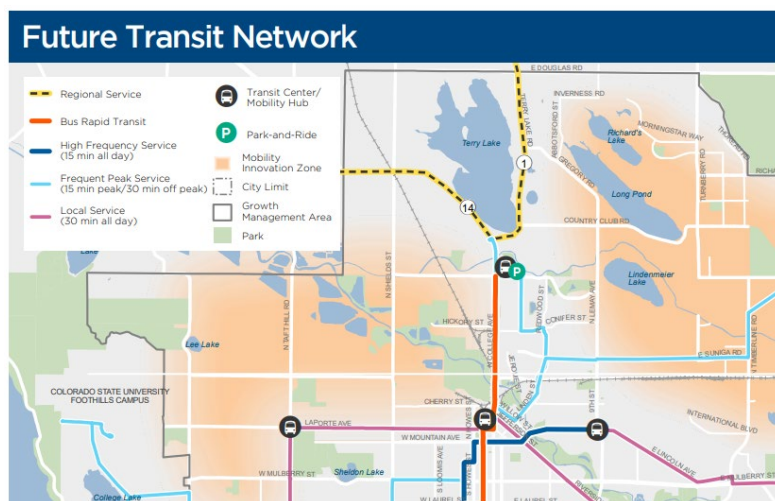
The Transportation Master Plan also determined the majority of sidewalks along the North College corridor to be high priority for sidewalk maintenance and filling gaps in the pedestrian network. **Figure 2** displays the priority level of sidewalks near the North College corridor.

Figure 2: Sidewalk Prioritization (2019 Transportation Master Plan)



FORT COLLINS TRANSIT MASTER PLAN (2019)

In 2019, in conjunction with City Plan, the city's comprehensive plan, and Transportation Master Plan, the Transit Master Plan was adopted. The Transit Master Plan identifies North College Avenue as a future BRT corridor with mobility hubs at the Downtown Transit Center and at Willox Lane. The mobility hub at Willox Lane is also planned to have a Park-n-Ride lot or garage. Additionally, the nearby route to the east of North College (currently the east side of Routes 8 and 81) is planned to be a frequent peak service route. The Transit Master Plan identifies mobility innovation zones both east and west of the study area which could potentially be served with micro-transit.



FORT COLLINS CITY PLAN (2019)

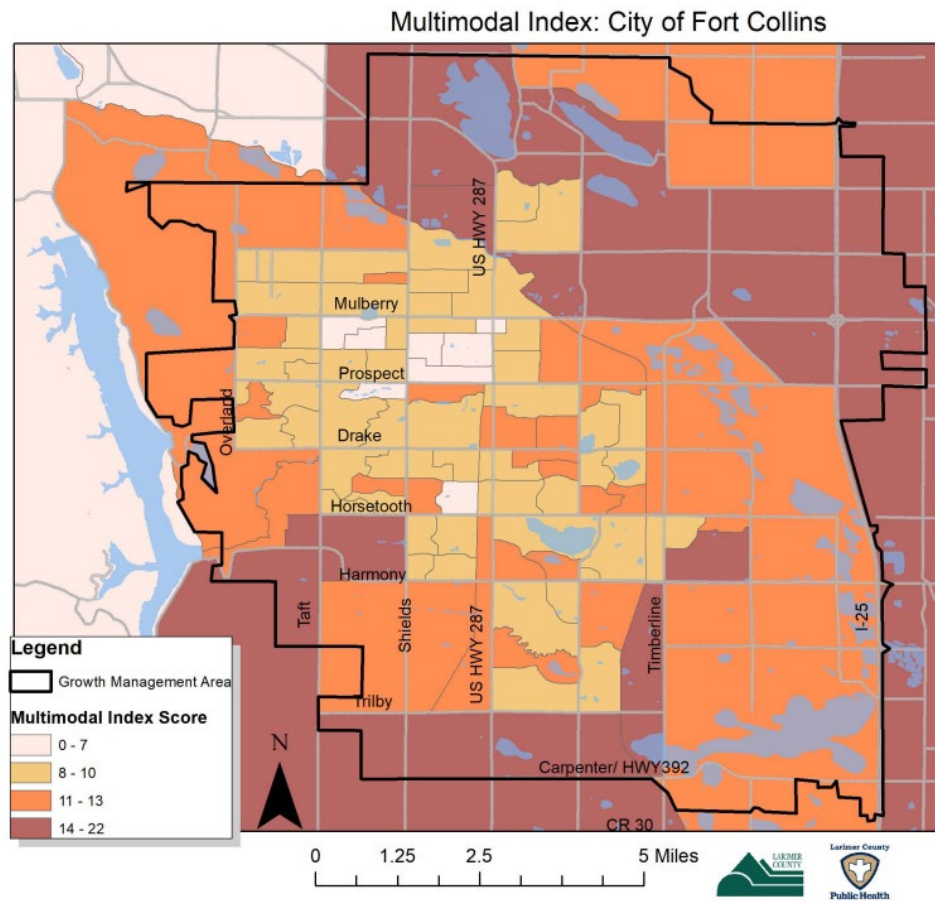
The 2019 Fort Collins City Plan highlighted key projects and priorities along the North College corridor. The transportation elements of these projects were expanded upon in greater detail in the Transportation Master Plan developed at the same time. The following list highlights the projects planned for the corridor:

- Infill of surface parking in areas served by BRT/high frequency transit.
- TOD in areas served by BRT/high frequency transit.
- Encouragement of health and human services providers to locate in areas served by high frequency transit.
- Provide fast and reliable transit service throughout the transit system, but with an additional emphasis on high frequency routes through the use of various design and operating strategies, including bulb-outs, signal priority, bus-only lanes, access to mobility hubs and streamlining of route patterns to minimize deviations and appropriately spaced bus stops.
- Modernize and expand transit infrastructure with customer mobility, comfort and security first in mind. This includes improvements to bus stops/shelters; expanded and upgraded transit centers with elements such as adequate lighting, ADA accessibility and protection from the elements; and on- and off-board security and cameras. Maintain transit infrastructure per the Transport Bus Stop Design Guidelines and update the document as needed.

FORT COLLINS MULTIMODAL INDEX (2019)

In 2019 a Multimodal Index was developed to identify areas of the city with the fewest transportation options. While the southern half of the North College corridor was identified as having a good amount of transportation options available, the northern half of the corridor was determined to have the fewest options. **Figure 3** displays a map of the multimodal index across the City of Fort Collins as well as an explanation of the index.

Figure 3: Multimodal Index



FORT COLLINS CAPITAL IMPROVEMENT PLANS AND PROGRAMS

The following is a list of upcoming or recently completed projects from the city's Capital Improvement Plan:

- The Linden Street Renovation Project will transform the section of Linden between Jefferson Street and Walnut Street into a convertible street that can be closed to traffic and turned into a pedestrian gathering space during events.
- The city recently completed the design and construction of improvements to Willow Street between College Avenue and Linden Street.
- The Transfort Bus Fleet Replacement will replace diesel buses with electric buses over the next decade.
- The North Mason Stormwater Improvements listed in 2022 Capital Projects Map will complete a final stormwater design and water and sanitary sewer design, including a stormwater drainage outfall just north of Hickory Street to the Poudre River and pond.
- Transfort is exploring potential locations for a north transit operations center to buildout the Transit Master Plan.

FORT COLLINS BICYCLE MASTER PLAN (2014)

The 2014 Fort Collins Bicycle Master Plan proposed a protected bike lane for the length of the North College corridor. The protected bike lane would intersect buffered bike lanes at Hickory Street, Conifer Street, and Cherry Street. The protected bike lane would also intersect the East Poudre Trail. The plan also proposed a two-way sidepath segment on North College Avenue between Hickory Street and Conifer Street and bike share stations along the corridor at Bristlecone Drive, Cherry Street, and Maple Street. The intersections of North College Avenue with Hickory Street and Conifer Street were listed as priority intersections in the plan. Wide shoulders on North College Avenue exist currently and function as bike lanes but are too uncomfortable for the majority of people biking. As of Fall 2022, the city is completing an update to the 2014 Bicycle Master Plan that will expand it into an Active Modes Plan.

NORTH COLLEGE INFRASTRUCTURE FUNDING PLAN (2010)

In 2010 the City of Fort Collins adopted the North College Infrastructure Funding Plan to implement planned improvements along the North College corridor. This plan committed to a variety of projects along the corridor including:

- Street edge improvements:
 - Bike lanes
 - Curb and gutter improvements
 - Landscaping
 - Sidewalks
 - Streetscape enhancements
 - Driveway access

- Access improvements
- Roadway realignments:
 - Vine Street
 - Hickory Street and Conifer Street
- A new east-west arterial (Suniga Road)
- Pavement improvements
- Storm drainage facilities

Many of these projects have been completed since the 2010 plan. The following list calls out the projects from this plan that have not yet been completed:

- Realignment of Conifer Street to create a new four-legged intersection with Hickory Street
- Various street edge and roadway improvements:
 - North College Avenue (Larimer Weld Canal to State Highway 1)
 - Vine Drive (North College Avenue to Linden Street)
 - Willox Lane (North College Avenue to Union Pacific Railroad Tracks)
- Improve and extend Mason Street from Alpine Street to Hickory Street
- Storm drainage facility improvements

NORTH COLLEGE CORRIDOR PLAN (2007)

In 2007 the City of Fort Collins adopted the North College corridor Plan. This plan put forth the following goals and recommendations for the corridor:

- North College is to become more walkable and bikeable by developing cross streets into commercial areas and using corridors to draw users into these more visually interesting and inviting areas.
- Integrate “semi-industrial” design touches throughout the corridor.
- Capitalize on the river corridor as an attractive connection with downtown, eliminating perceptions of an edge and a separation.
- Realign Vine Drive 0.25 miles to the north and widen to manage higher traffic volumes.
- Redesign the two “T” intersections of Hickory Street and Conifer Street.

CDOT ACCESS CONTROL PLAN (2005)

The 2005 CDOT Access Control Plan laid out the future vehicle access and operations projects along the North College corridor. **Table 1** includes the most relevant improvements from that plan and which improvements have been implemented since that plan.

Table 1: Improvements from CDOT Access Control Plan

Location on North College Avenue	Improvements	Status
Jefferson Street	Second southbound left turn lane Signalization for right turns	Not completed
Bristlecone Drive	New traffic signal	Not completed
Suniga Road	New traffic signal	Not completed
Cherry Street/Willow Street	Widen eastbound Cherry Street and westbound Willow Street so that an exclusive through lane can be provided on Cherry Street	Completed
Hickory Street/Conifer Street	Reconstruct "T" intersections to create one four-legged intersection (two through lanes and two left turn lanes are recommended for the Hickory and Conifer Street approaches to the intersection)	Not completed
Willox Lane	Exclusive westbound right turn lane at Willox Lane	Completed
State Highway 1	Protected left turn for westbound traffic at State Highway 1	Completed

APPLICATION TO THE NORTH COLLEGE MAX PLAN

The priorities and recommendations from these previous plans will help inform the North College MAX Plan by providing context for the future vision of the corridor, an understanding of already implemented and soon to be implemented improvements, as well as how the corridor has changed since the adoption of these plans. The North College MAX Plan will take into consideration the previous planning and implementation done on the corridor and will bring that context into the plan's final recommendations.

PHYSICAL INFRASTRUCTURE

This section details the existing transportation facilities along the corridor, including travel lanes, sidewalks, multi-use paths, and bike lanes. This section includes an inventory of the different cross sections found along North College Avenue and Level of Traffic Stress analyses of the bicycle and pedestrian facilities along the corridor.

TYPICAL STREET CROSS-SECTIONS

Figure 4 - Figure 10 display the typical cross sections for each block along the corridor starting from Laporte Avenue and heading north to Terry Lake Road.

Notes: tree lawns or amenity zones with tree grates are shown in the cross-sections but are inconsistently present on the corridor. Sidewalks also function as shared-use paths where width allows.

Figure 4: Cross Section - Laporte Avenue to Jefferson Street

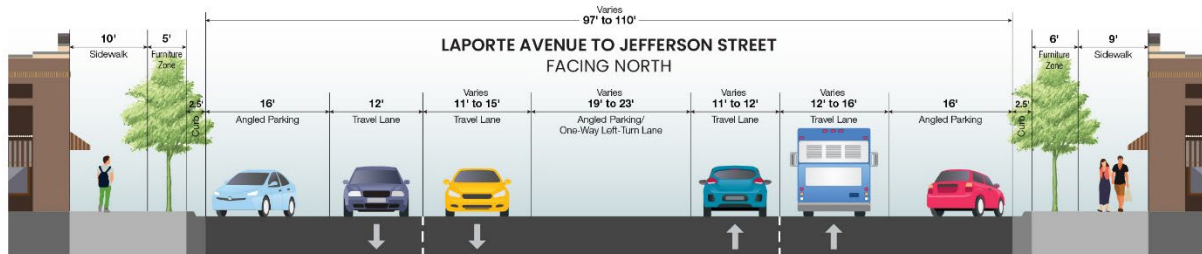


Figure 5: Cross Section: Jefferson Street to Cherry Street

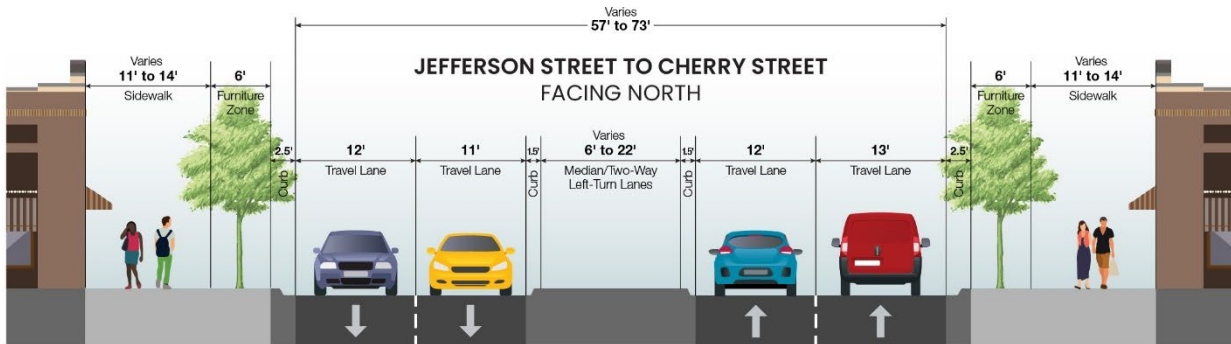


Figure 6: Cross Section: Cherry Street to East Vine Drive

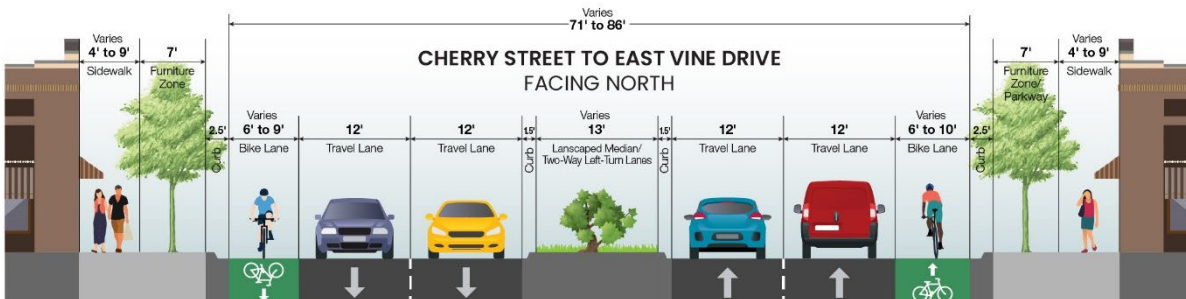


Figure 7: Cross Section: East Vine Drive to Conifer Street

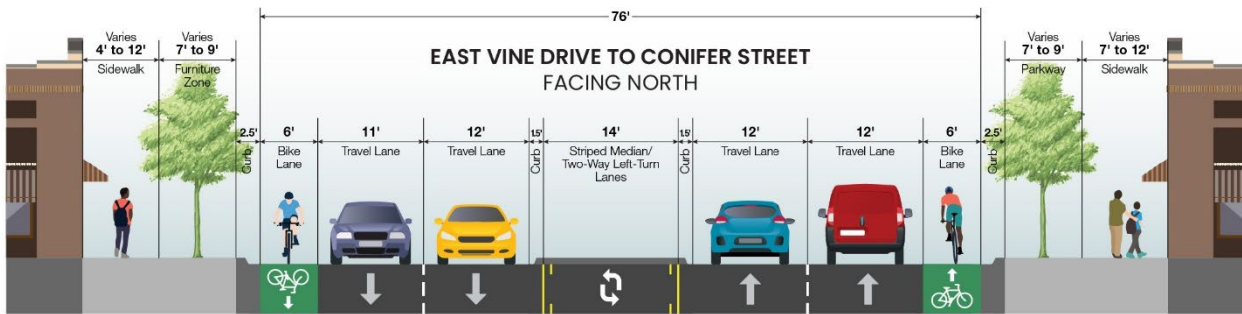


Figure 8: Cross Section: Conifer Street to Bristlecone Drive

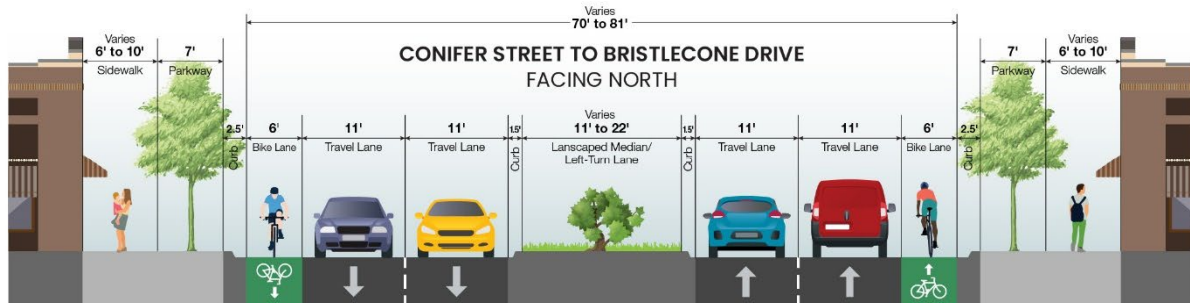


Figure 9: Cross Section: Bristlecone Drive to East Willox Lane

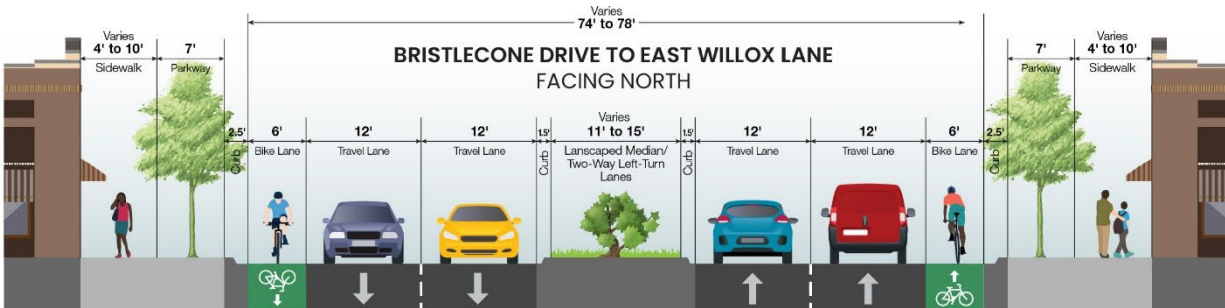
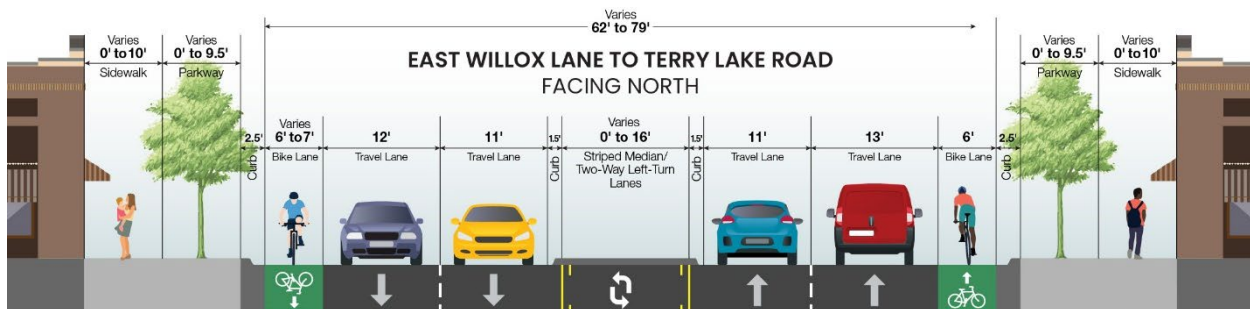


Figure 10: Cross Section: East Willox Lane to Terry Lake Road

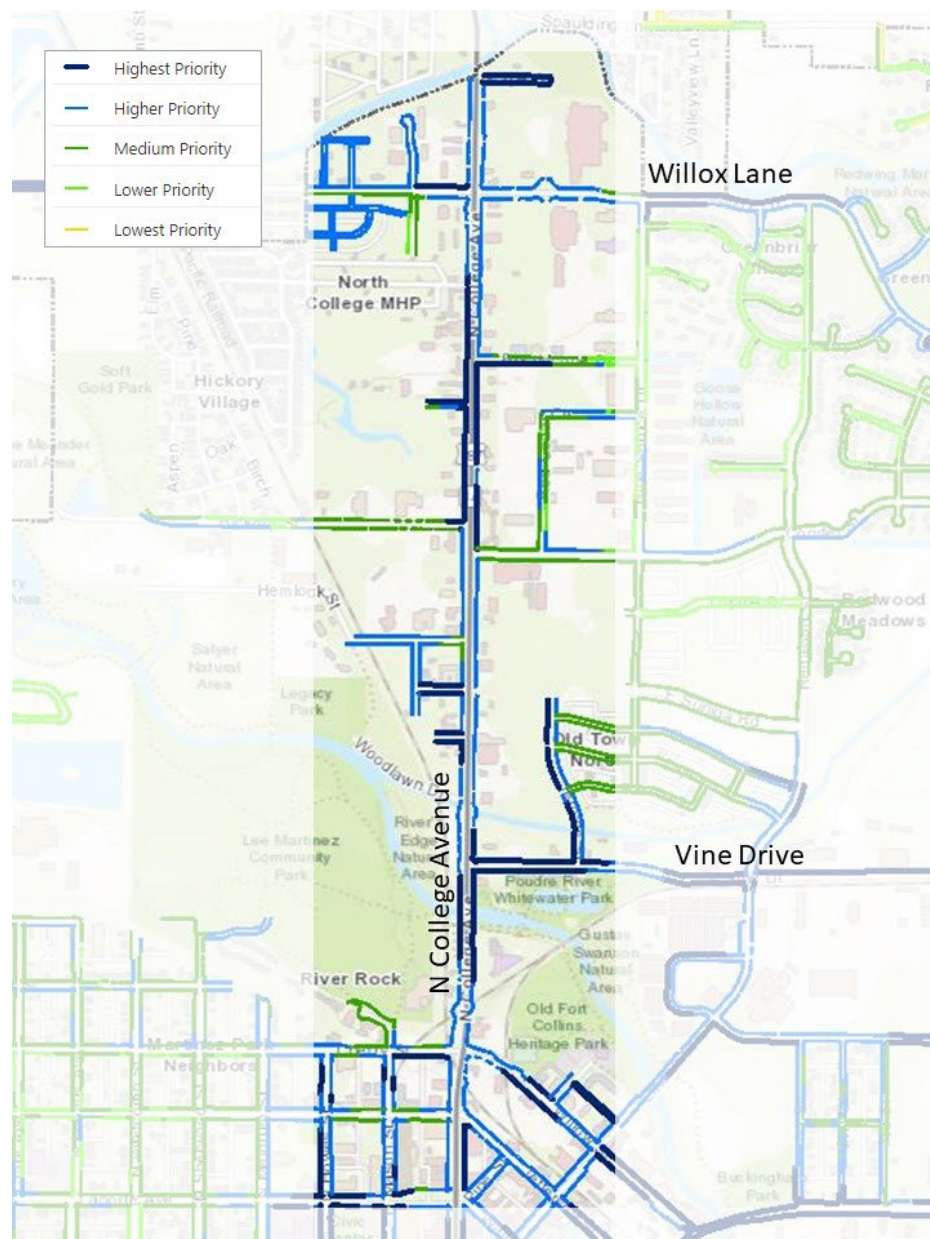


PEDESTRIAN INFRASTRUCTURE

EXISTING FACILITIES

There are sidewalks along the length of the corridor within city limits. Most of the sidewalks along the corridor are detached with either a landscaped buffer or an urban buffer or furniture zone made of impervious surfaces with some trees, light fixtures, and benches. Some of the sidewalks are attached sidewalks particularly as the sidewalks approach intersections. **Figure 11** displays a map of the sidewalks along North College symbolized by their priority for rehabilitation maintenance according to the Transportation Master Plan. All sidewalk segments on the corridor are considered high or highest priority for rehabilitation maintenance, except for one segment on the west side of the corridor which is considered medium priority.

Figure 11: Existing Sidewalks Symbolized by Priority for Improvement



PEDESTRIAN LEVEL OF TRAFFIC STRESS

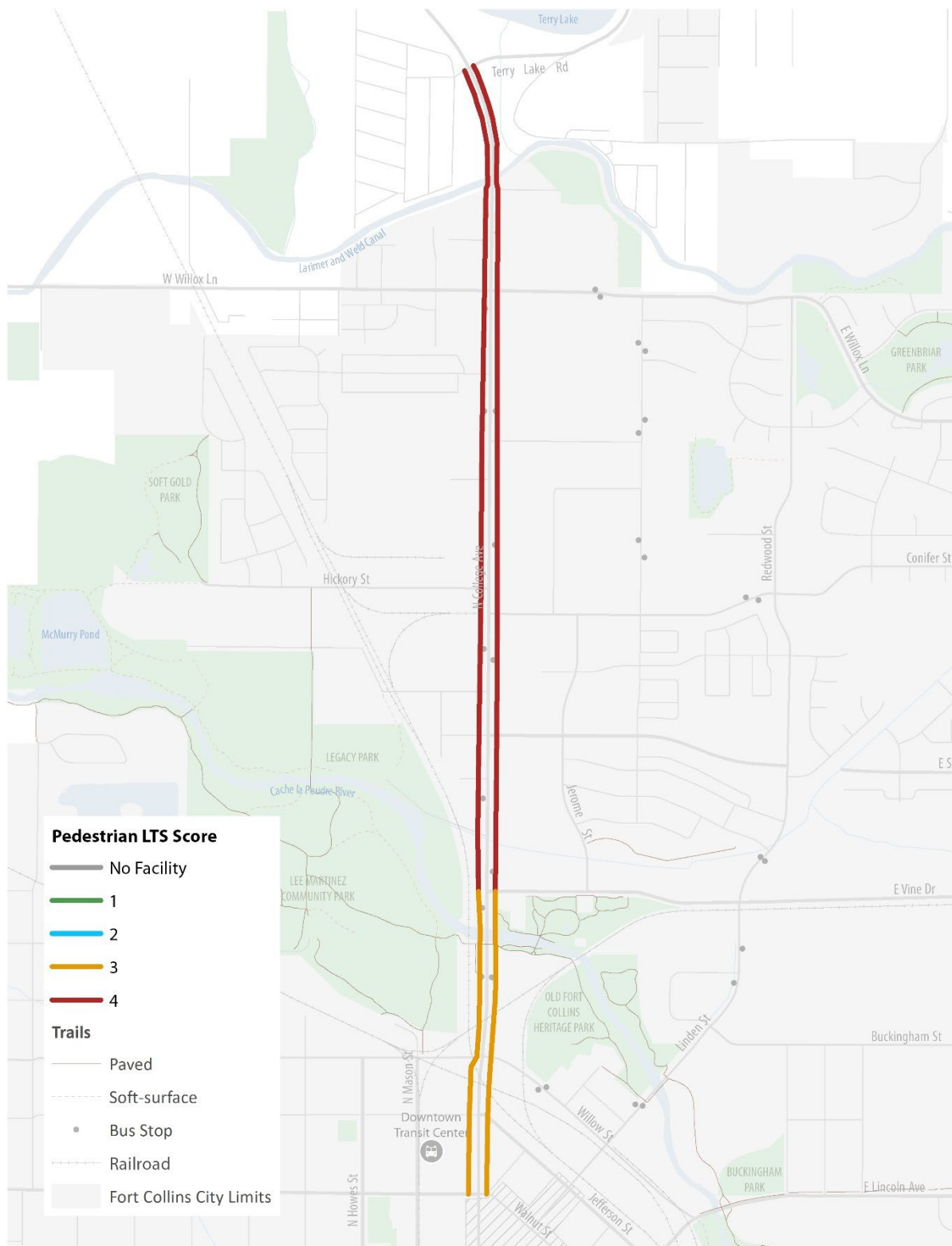
A pedestrian Level of Traffic Stress analysis was conducted along North College to understand the comfort level of the pedestrian facilities located on the corridor. The Level of Traffic Stress (LTS) methodology was developed to help guide jurisdictions to account for key comfort considerations when planning, designing, and evaluating their bicycle and pedestrian networks. This tool is developed based on research and best practices for measures of comfort including Mekuria, Furth, and Nixon's development of the original Level of Traffic Stress (2012) and NACTO Urban Streets Guide and safety research. Based on this research, this analysis incorporates a few key inputs that can serve as a proxy for understanding pedestrian comfort and safety based on best practices and data that is available. The Level of Traffic Stress (LTS) score for pedestrians along streets uses a 1 to 4 scale. This scoring system is conveyed in terms of comfort levels. Scores of 1 and 2 are considered low-stress and high comfort and scores of 3 to 4 are considered high-stress and low comfort:

- **LTS 1:** Highly comfortable and easily navigable for pedestrians of all ages, including seniors or school-aged children walking unaccompanied to school. These streets provide an ideal "pedestrian-friendly" environment.
- **LTS 2:** Generally comfortable for many pedestrians, but parents may not feel comfortable with children walking alone. Seniors may have concerns about the walking environment and take more caution. These streets may be part of a "pedestrian-friendly" environment where it intersects with a more auto-oriented roadway or other environmental constraints.
- **LTS 3:** Walking is uncomfortable but possible. Minimum sidewalk and crossing facilities may be present, but barriers are present that make the walking experience uninviting and uncomfortable.
- **LTS 4:** Walking is a barrier and is very uncomfortable or even impossible. Streets have limited or no accommodation for pedestrians.

Different LTS levels are associated with different types of people walking who may have different thresholds for what makes a comfortable walking environment. Generally for a pedestrian facility to be comfortable for people of all ages and abilities the facility should have an LTS score of 1 or 2.

Figure 12 displays the results of the Pedestrian Level of Stress analysis for the pedestrian infrastructure on North College Avenue. The pedestrian facilities on the corridor received a score of 4 from Highway 1 south to Vine Drive and a score of 3 from Vine Drive south to Walnut Street. The greatest determinant of the high LTS scores on the corridor was the posted speed limit on North College Avenue which is 40 MPH from Highway 1 to Vine Drive and 35 MPH from Vine Drive to Walnut Street. Additional factors that contributed to high LTS scores were variable sidewalk and buffer widths, the number of travel lanes, and long distances between crosswalks. It is almost half a mile between crosswalks from Willox Lane to Hickory Street.

Figure 12: Level of Traffic Stress of Pedestrian Facilities

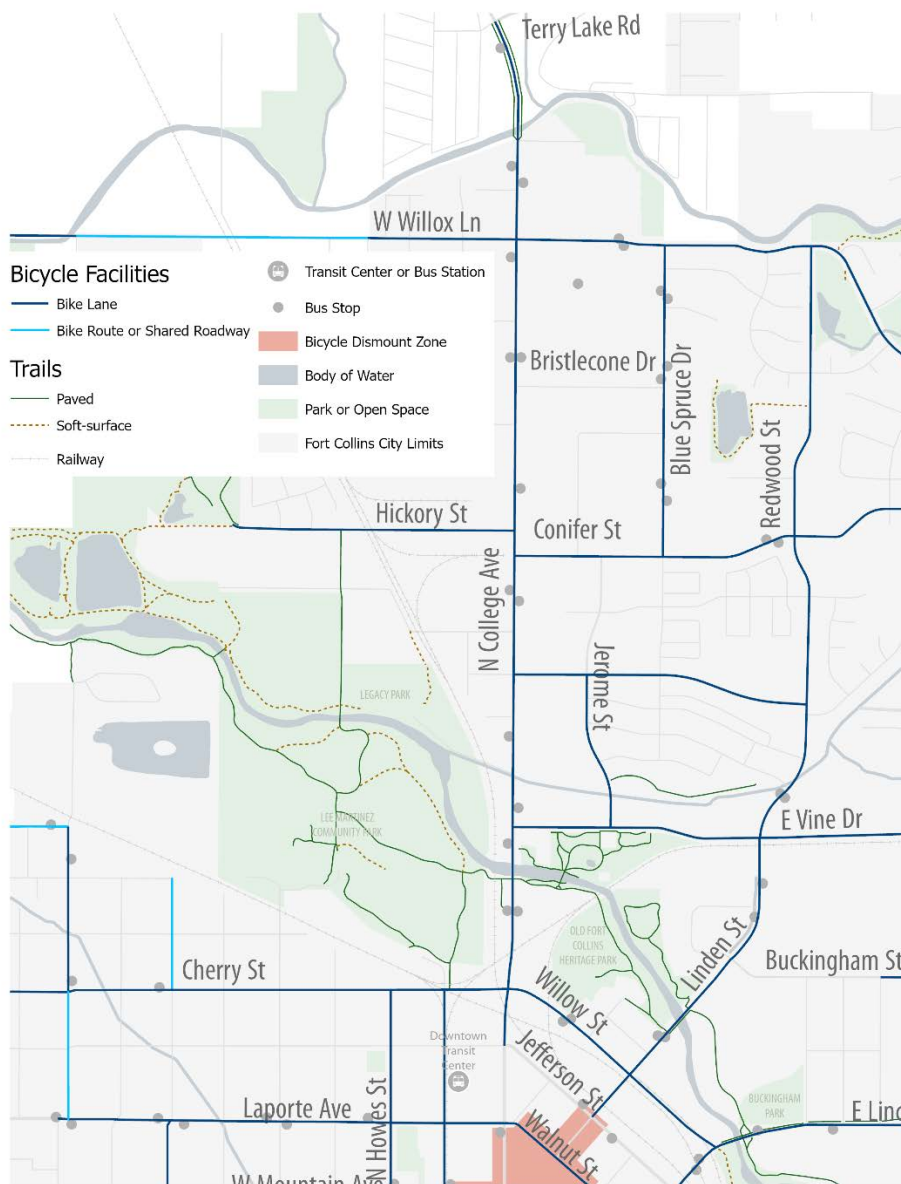


BICYCLE INFRASTRUCTURE

EXISTING BICYCLE FACILITIES

There either bike lanes or wide shoulders on most of North College Avenue from Highway 1 to Maple Street. There are also side paths on both sides of North College Avenue with varying widths. According to the Federal Highway Administration multi-use paths (pathways shared by pedestrians and people biking) are recommended to be a minimum of 10-feet wide. Many of the sidepaths on North College Avenue are 10-feet wide or more, but some are not this wide. For this assessment sidepaths less than 10-feet wide were not considered bicycle facilities. **Figure 13** displays the existing on-street bicycle facilities in the study area.

Figure 13: Existing On-street Bicycle Facilities



BICYCLE LEVEL OF TRAFFIC STRESS ANALYSIS

A bicycle Level of Traffic Stress (LTS) analysis was conducted for both the on-street and off-street bicycle facilities along North College Avenue. This analysis used the criteria developed in the Fort Collins Bicycle Plan (2014) for determining the LTS score of different bicycle facilities. **Figure 14** displays the City of Fort Collins' Bicycle Level of Traffic Stress criteria.

Figure 14: City of Fort Collins Level of Traffic Stress Criteria

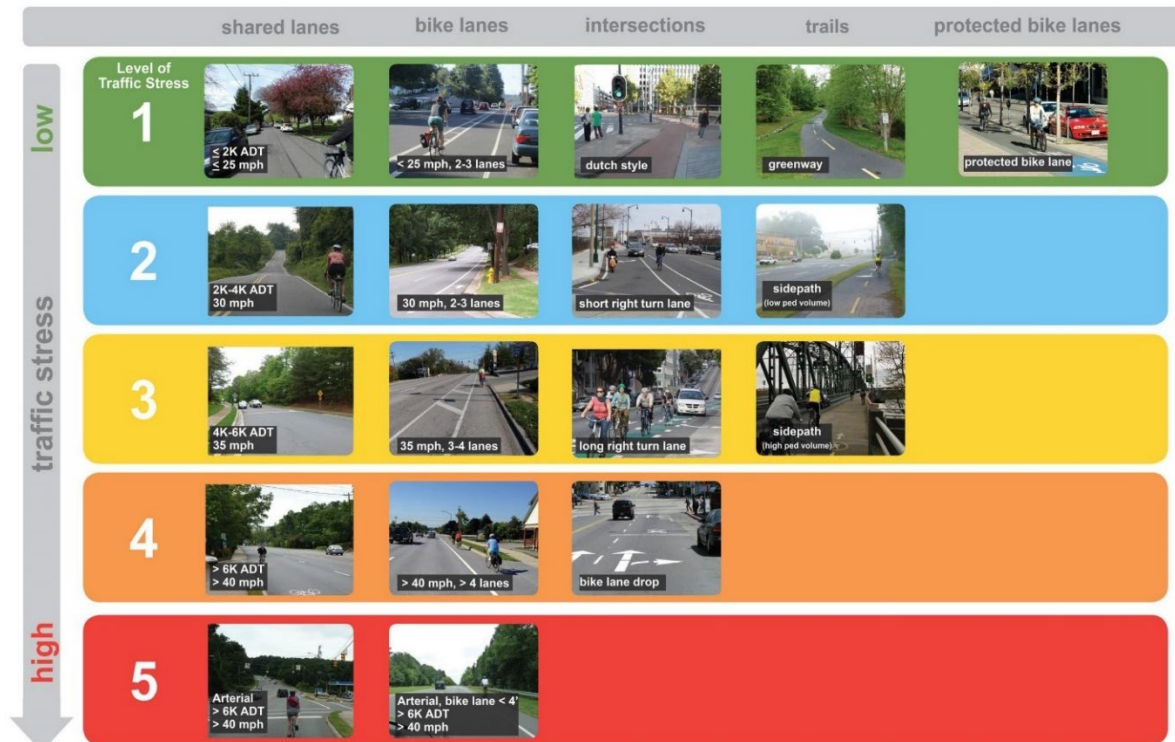


Figure 15 displays the results of the LTS analysis for on-street bicycle facilities along North College Avenue (bike lanes and shoulders). All of the on-street bike lanes on the corridor were found to be high stress (LTS 5). The one LTS 1 section on the on-street facilities is a place where the on-street bike lane becomes a grade separated bike lane for a short distance.

Figure 16 displays the results of the LTS analysis for off-street bicycle facilities (sidepaths). For this analysis only sidepaths with a width of 10 feet or wider were considered bicycle facilities. If there was a sidepath that was less than 10-feet wide this is displayed as “no facility” on the map. The off-street sidepaths on the corridor provide a lower stress option from the on-street bike lanes and were determined to be LTS 2 in some sections due to the low pedestrian volumes at those locations. The City of Fort Collins' Bicycle Level of Stress Criteria does not include factors such as frequency of curb cuts for sidepaths or frequencies of crossing opportunities. The North College corridor has frequent driveways along sections and long stretches where there are no controlled crossings of North College Avenue. These factors may make the actual level of stress for people bicycling on the sidepaths higher than the map indicates.

Figure 15: Level of Traffic Stress of On-Street Bicycle Facilities

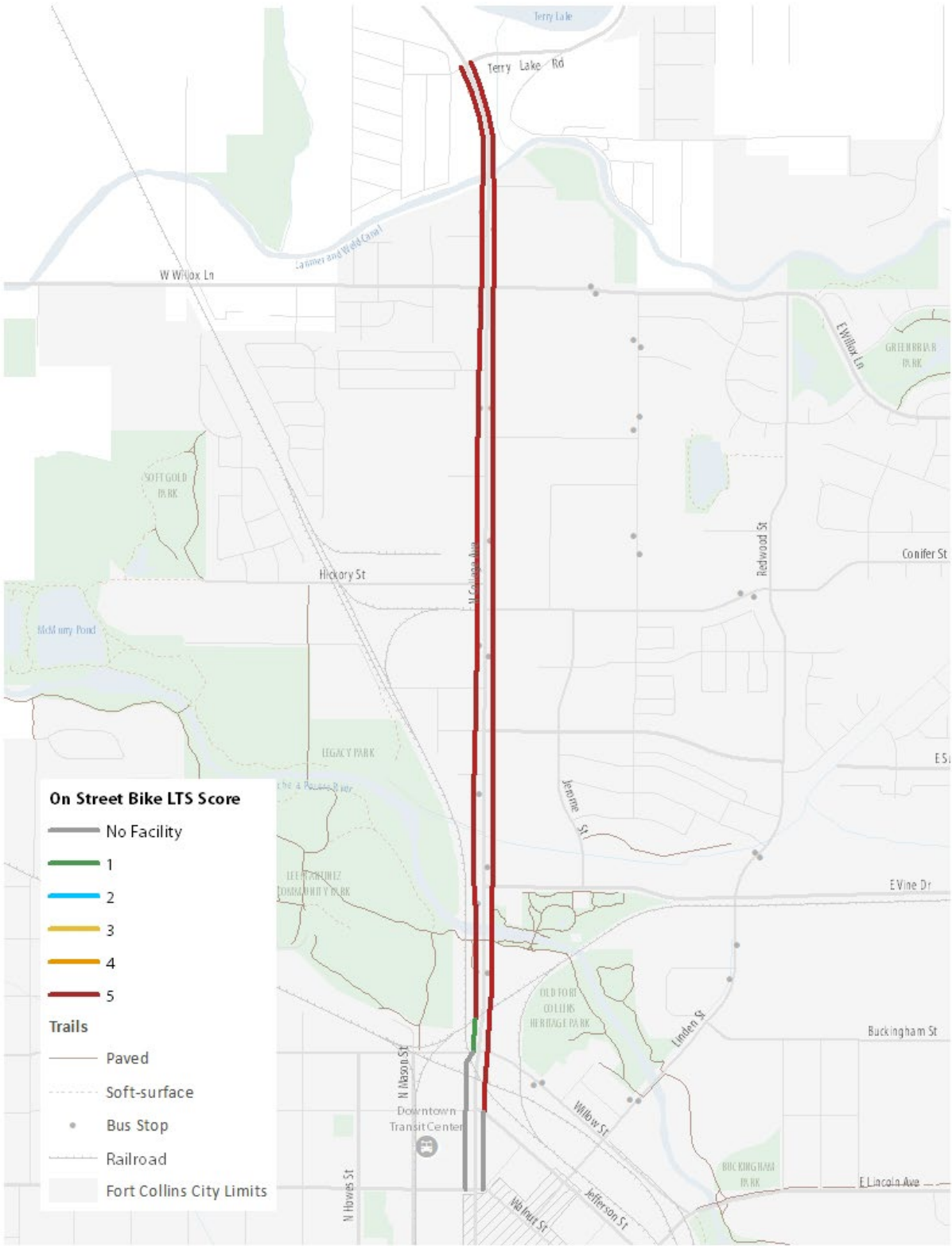
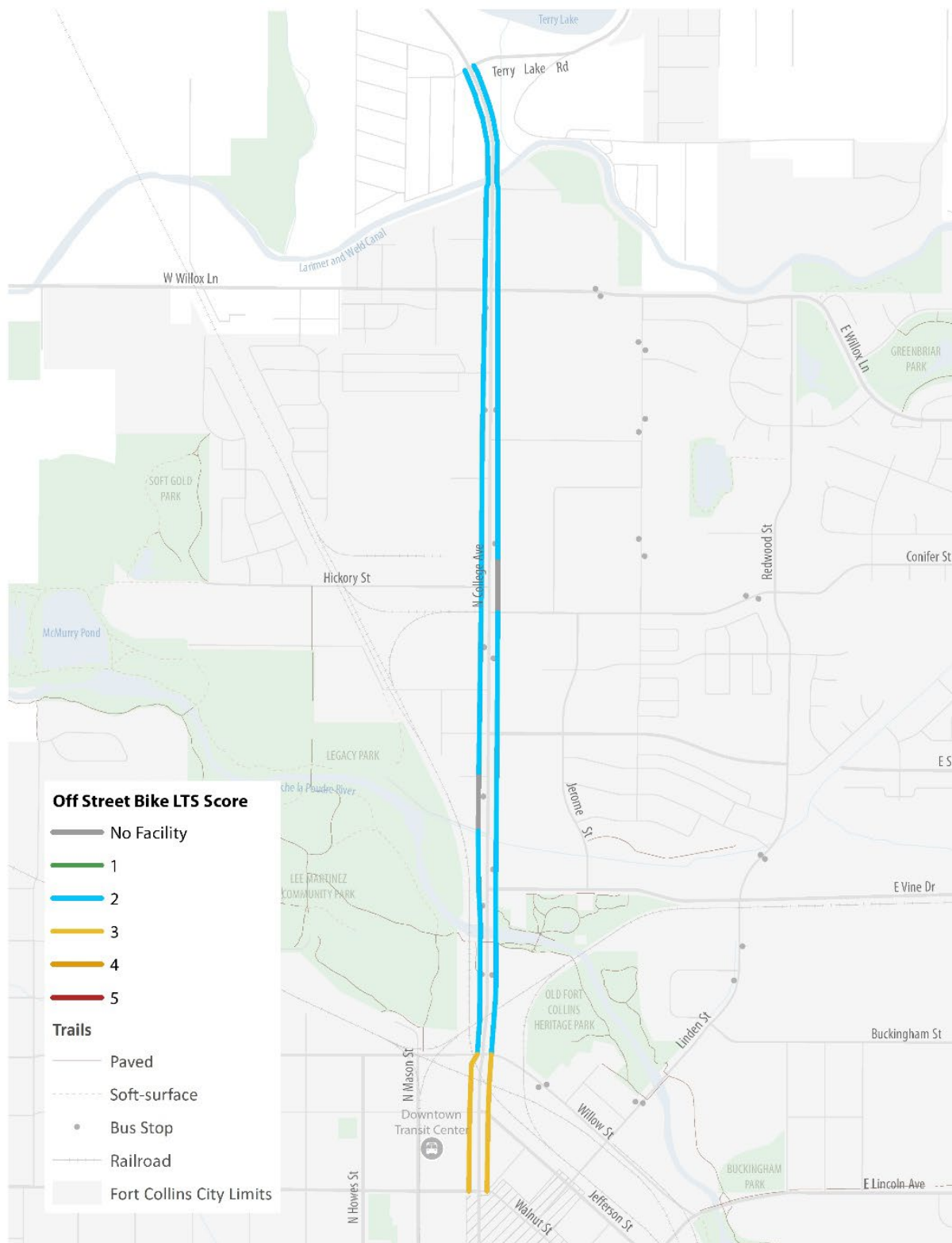


Figure 16: Level of Traffic Stress of Off-Street Bicycle Facilities

PUBLIC SPACE & PLACEMAKING

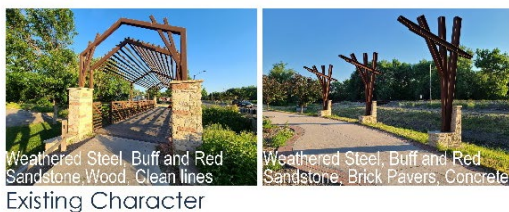
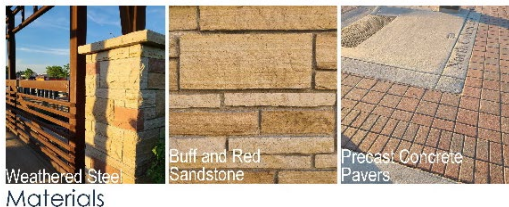
EXISTING CHARACTER & PLACEMAKING ELEMENTS

Site features found along the North College corridor consist of recently upgraded site components such as stone wayfinding signage, pedestrian lighting, sandstone seat walls, special pavement at major and minor intersections, native and low-water planting schemes, as well as weathered steel and buff/red sandstone bridge structures. These elements bring a distinctive quality to the corridor and inform the future character and identity.

Several site features are inconsistent in comparison to the renovations and emerging character. Designed elements of the Gateway Bridge leading from Old Town into the North College corridor remains dissociated from the adjacent updated character features. Existing bus stops are inconsistent throughout the corridor, with little to no seating or shade provided.

The overall character of North College highlights both traditional, historic, and rustic elements. The strong presence of Weathered Steel (Corten) and Buff/Red Sandstone elements bring a cohesive aesthetic identity to the corridor. Low-water and native planting schemes tie the area to the surrounding environment and help maintain a sense of nature in the city. **Figure 17** displays examples of the types of design elements found on the North College corridor.

Figure 17: Existing Character Elements



Site elements that have been updated include the stone wayfinding signage, special pavement, lighting elements, sandstone seat walls, and a consistent planting palette. These elements (shown in **Figure 18**) set the precedent for the area's character moving forward.

Figure 18: Emerging Character Elements



Paving



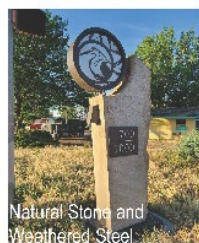
Tree Grates



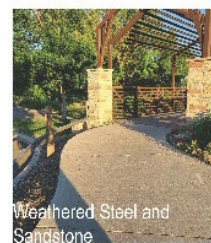
Buff and Red Sandstone Seat Walls



Bike Racks



Natural Stone and Weathered Steel Wayfinding



Weathered Steel and Sandstone Bridge Character



Lighting

Older design elements remain throughout the corridor in areas that have not yet been updated. These inconsistent conditions (shown in **Figure 19**) make the corridor feel disjointed and divided. These elements should be updated to compliment the corridor's improved streetscape renovations and character.

Figure 19: Older Character Elements



Gateway Bridge



Bench Seating



Bike Rack

OPEN SPACE & TRAILS

Existing open space and trail network provide recreation, access to nature, and multi-modal transportation. Lee Martinez Park, The Poudre Trail System, Soft Gold Park, Old Fort Collins Heritage Park, and Poudre River Whitewater Park are the most notable open space gathering destinations. There are several privately-owned open space areas as well as city-owned and operated natural areas. A majority of the parks and natural areas in North Fort Collins primarily follow the river and lake canal corridors. There is a general lack of trail connectivity to many of the adjacent neighborhoods. Improving the trail network between the adjoining neighborhoods and the existing trails/open space is essential to strengthening the North College area's vitality and community identity.



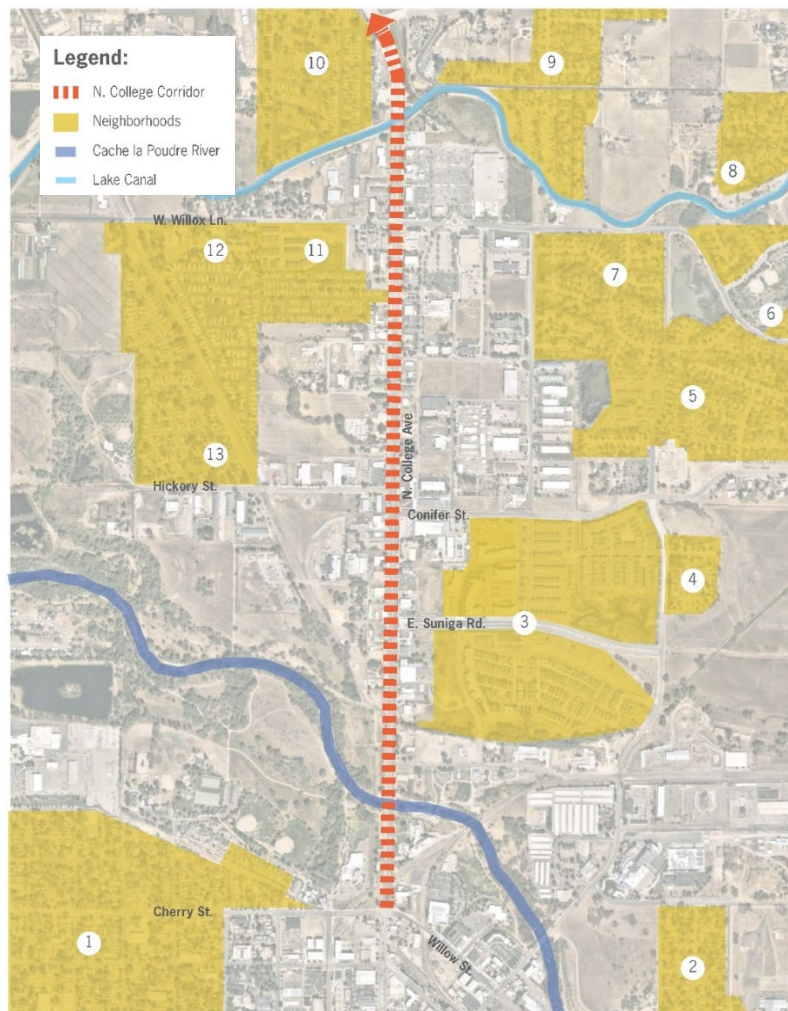
NEIGHBORHOODS

The North College corridor is an ethnically and demographically diverse area supporting a mix of housing types and affordability. Established mobile-home communities, new single and multi-family housing developments, and established subdivisions make up the area's main neighborhoods. **Figure 20** displays a map of the different neighborhoods located along the corridor.

Neighborhoods:

- | | |
|-----------------------|---|
| 1. Martinez Park | 8. Pheasant Ridge |
| 2. Buckingham | 9. Country Club and associated subdivisions |
| 3. Old Town North | 10. Poudre Valley Mobile Home |
| 4. Redwood Meadows | 11. Revive |
| 5. Evergreen | 12. North College Mobile Home |
| 6. Greenbriar Park | 13. Hickory Village Mobile Home |
| 7. Greenbriar Village | |

Figure 20: North College corridor Neighborhoods



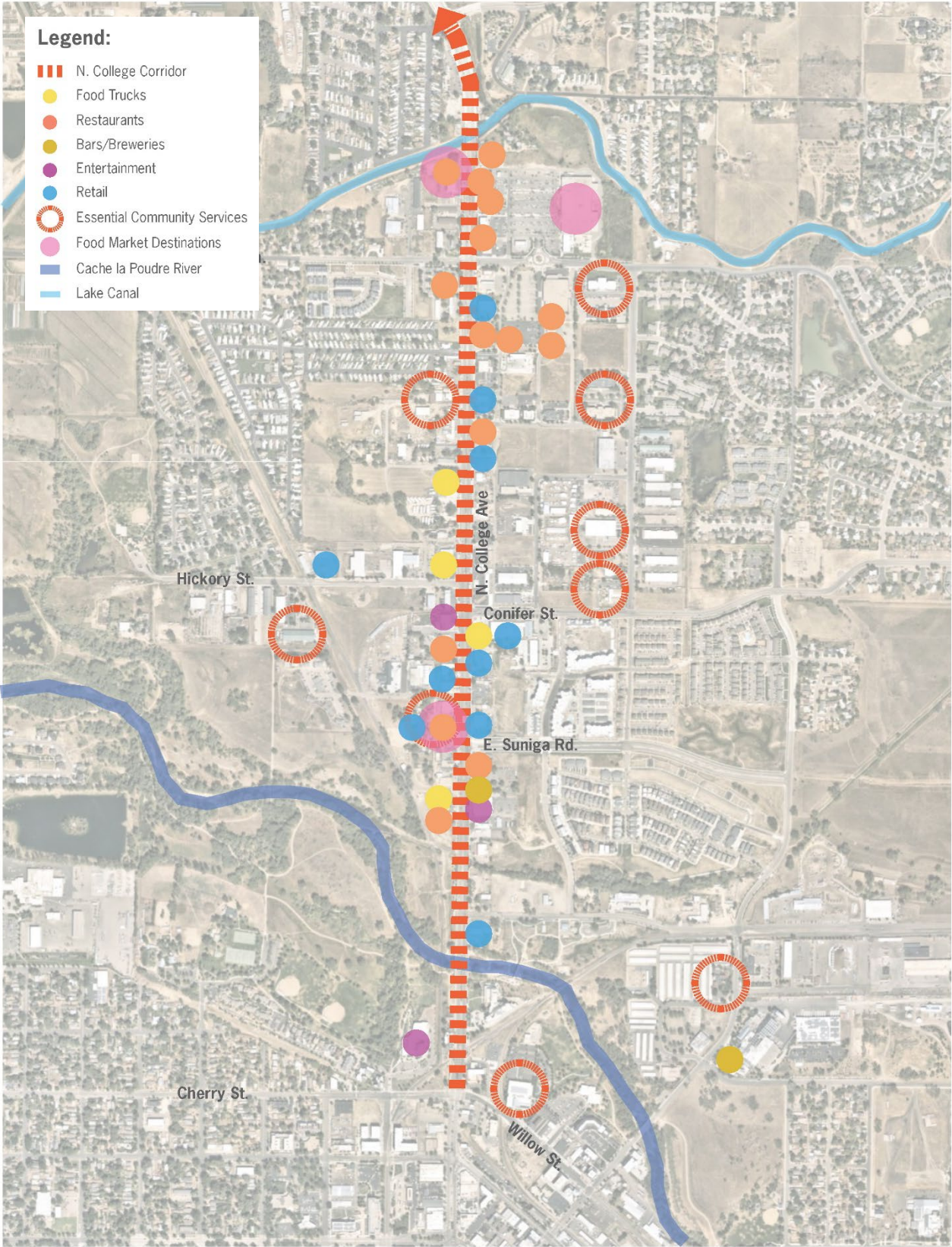
KEY DESTINATIONS

A variety of destinations and services exist along the North College corridor including food trucks, restaurants, entertainment, retail, essential community services, and food markets.

- **Food Trucks**
There are four main resident food trucks along the corridor.
- **Restaurants**
There are about 15 restaurants along North College.
- **Bars/Breweries**
There is only one bar along the corridor. The New Belgium Brewery is about half a mile away from North College.
- **Entertainment**
Chippers College Lanes, Lyric Cinema, and the Museum of Discovery are the leading entertainment businesses.
- **Retail**
There are several auto-parts and auto-repair shops, feed supply stores, JAX Outdoor Gear, a clothing consignment shop, an antique furniture shop, a bike co-op, and two pawn shops that exist along the corridor.
- **Essential Community Services**
La Familia, Salud Family Health Centers, Larimer County Health & Human Services, The Murphy Center for Hope, Food Bank for Larimer County, and the Northside Azlan Community Center, WIC, Catholic Charities of Larimer County, Launch.
- **Food Markets**
King Soopers and three local markets exist on the corridor.

The locations of these key destinations are shown on the map in **Figure 21**.

Figure 21: Key Destinations on the North College corridor



KEY FEATURES OF SUCCESSFUL BRT STATIONS

Good design plays a key role in making BRT service inviting and elevating the experience of taking transit. There are a few key themes that are important to integrate into a successful BRT station:

1. Universal accessibility (including multi-lingual information)
2. Amenities (trash receptacles, benches/bike racks, wi-fi, etc.)
3. Security systems (internal and external lighting, security cameras, security call boxes, on-board security, etc.)
4. Station-vehicle interaction
5. Ample station capacity
6. Infrastructure such as shelters and accompanying buildings
7. Maintenance of stations
8. Public art

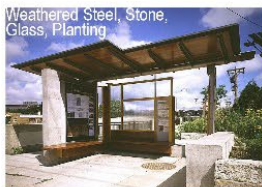
Figure 22: Images of Design Elements of Successful BRT Stations



CONCEPTUAL PLACEMAKING ELEMENTS

Unified placemaking elements can make the North College corridor feel more cohesive and give the corridor a distinct sense of place. This section presents images of three distinct styles, one of which could serve as inspiration for a future cohesive design theme for the corridor. The three styles displayed in this section are rustic modern with traditional elements, contemporary with natural elements, urban modern with wood elements.

RUSTIC MODERN WITH TRADITIONAL ELEMENTS



Bus Shelter Inspiration



Tree Grates



Bike Racks



Planters



Pre-cast Concrete Pavers
Paving



Colored Concrete



Bench Seating



Buff and Red Sandstone Seat walls



Trash Receptacles



Buff Sandstone
Boulders



Lighting



Stone and
Metal signage
Wayfinding



CONTEMPORARY WITH NATURAL ELEMENTS



Bus Shelter Inspiration



Tree Grates

Weathered Steel
Bike Racks

Planters

Pre-cast Concrete
PlantersPre-cast Concrete Pavers
Paving

Colored Concrete



Bench Seating



Buff and Red Sandstone Seatwalls



Trash Receptacles

Buff Sandstone
Boulders

Lighting

Stone and
Metal signage
Wayfinding

URBAN MODERN WITH WOOD ELEMENTS



Bus Shelter Inspiration



Tree Grates

Weathered Steel
Bike RacksPre-cast Concrete
PlantersPre-cast Concrete Pavers
Paving

Colored Concrete



Bench Seating



Buff and Red Sandstone Seatwalls



Trash Receptacles

Buff Sandstone
Boulders

Lighting

Stone and
Metal signage
Wayfinding

TRANSPORTATION DATA ANALYSIS

VEHICLE COUNTS AND LEVEL OF SERVICE ANALYSIS

The transportation operations analysis addressed signalized intersection operations using the procedures and methodologies contained in the Highway Capacity Manual (HCM) 6th Edition (2017, Transportation Research Board) for the weekday AM, PM, and midday peak hour traffic operations. Study intersection operations were evaluated using level of service calculations as analyzed in the Synchro software. To measure and describe the operational status of the local roadway network and corresponding intersections, transportation engineers and planners commonly use a grading system called level of service (LOS) put forth by the Transportation Research Board's HCM. LOS characterizes the operational conditions of an intersection's traffic flow; ranging from LOS A (indicating free flow traffic conditions with little or no delay) to LOS F (representing over-saturated conditions where traffic flows exceed the design capacity, resulting in long queues and delays). These grades represent the perspective of drivers and are an indication of the comfort and convenience associated with driving. Traffic conditions with LOS E or F are generally considered unacceptable and represent significant travel delay, increased crash potential, and inefficient motor vehicle operation.

Figure 23 details the count volumes that were collected along the corridor and the lane configurations at each of these intersections. These volumes were used to calculate the existing LOS for each intersection. Most of the traffic counts used in this analysis were collected in January and February of 2018 with the exception of the intersection of North College Avenue and Highway 1 where counts were collected in June of 2019.

Table 2 displays the estimated level of service for each intersection as well as the average delay (seconds/vehicle). Under existing conditions all intersections on North College Avenue within the study area operate acceptably in both the AM and PM peak hours as well as midday.

Figure 23: 2020 Peak Hour Vehicle Volumes and Lane Configurations

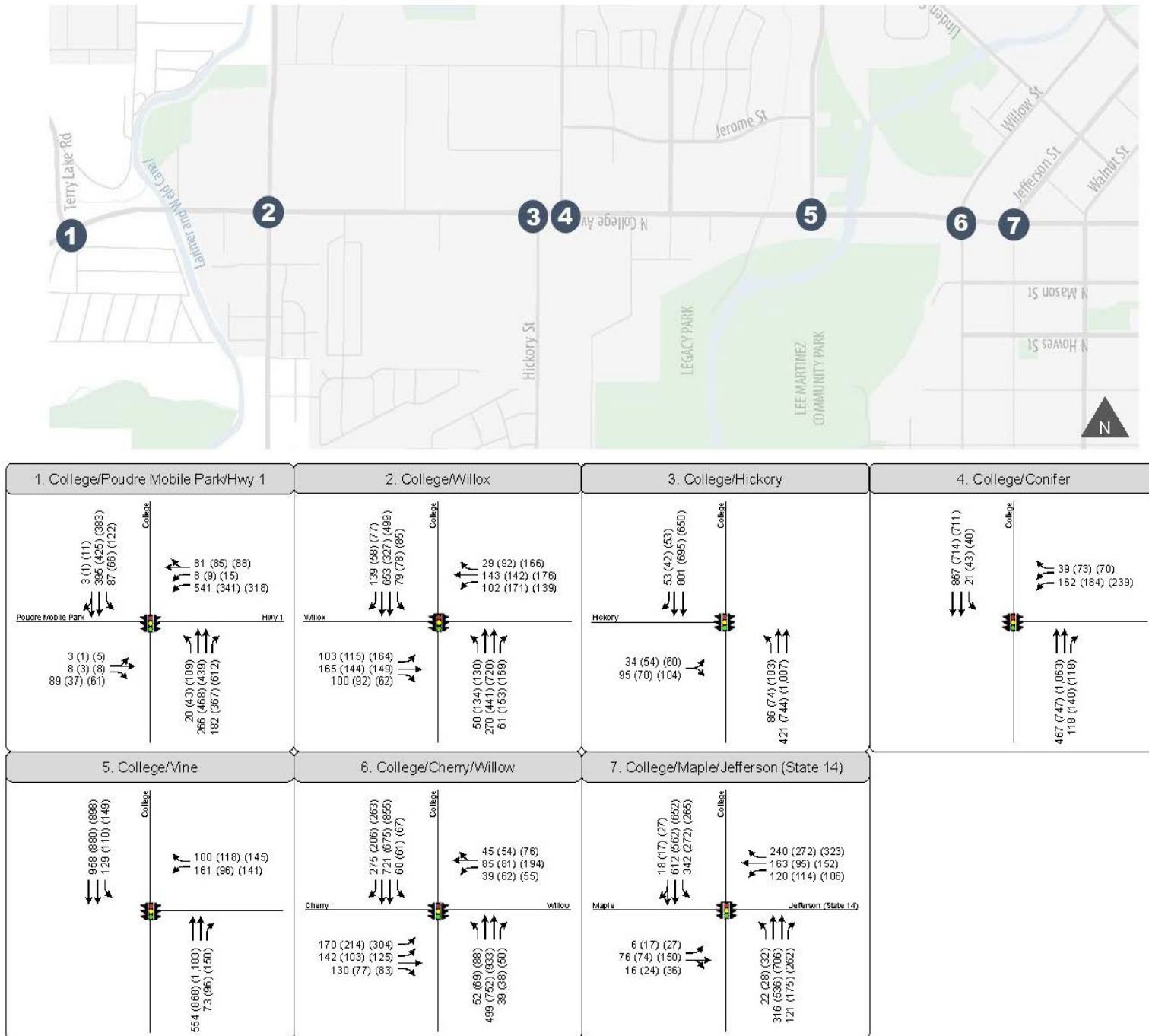


Table 2: Level of Service of Intersections Under Existing Conditions

Intersection	Control	Existing					
		AM		Midday		PM	
		Overall		Overall		Overall	
		Delay	LOS	Delay	LOS	Delay	LOS
College Avenue & Poudre Mobile Park/Hwy 1	Signal	20	B	12	B	17	B
College Avenue & Willox Lane	Signal	18	B	21	C	28	C
College Avenue & Hickory Street	Signal	5	A	5	A	5	A
College Avenue & Conifer Street	Signal	5	A	5	A	7	A
College Avenue & Vine Drive	Signal	6	A	11	B	12	B
College Avenue & Cherry Street/Willow Street	Signal	19	B	12	B	12	B
College Avenue & Maple Street/Jefferson Street	Signal	12	B	14	B	16	B

PEDESTRIAN AND BICYCLE COUNTS

Pedestrian and bicycle counts were collected in September and October 2021.

Table 3 displays the peak hour volumes of pedestrians at each intersection by direction of travel of the pedestrian. Overall the corridor has a low amount of pedestrian traffic during the peak hours with the exception on the intersections at the southern end of the corridor in Downtown (College Avenue & Cherry Street, College Avenue & Maple Street).

Table 3: 2021 Peak Hour Pedestrian Volumes

Intersection	AM				Midday				PM			
	NB	SB	EB	WB	NB	SB	EB	WB	NB	SB	EB	WB
College Avenue & Poudre Mobile Park/Hwy 1	0	0	0	0	0	0	0	0	1	0	0	0
College Avenue & Willox Lane	0	0	1	1	1	2	1	5	5	0	4	1
College Avenue & Hickory Street	3	1	3	0	1	3	2	1	1	0	1	2
College Avenue & Conifer Street	1	6	5	2	3	6	0	1	5	4	2	3
College Avenue & Vine Drive	0	0	0	0	2	1	4	1	2	2	3	2
College Avenue & Cherry Street/Willow Street	4	2	5	1	6	11	3	5	7	6	8	3
College Avenue & Maple Street/Jefferson Street	7	9	5	6	9	16	14	12	11	10	9	10

Error! Reference source not found. shows the peak hour bicycle volumes and lane configurations at each of the intersections where traffic counts were collected. Overall bicycle volumes were low along the corridor during peak hours.

Table 4: 2021 Peak Hour Bicycle Volumes

Intersection	AM				Midday				PM			
	NB	SB	EB	WB	NB	SB	EB	WB	NB	SB	EB	WB
College Avenue & Poudre Mobile Park/Hwy 1	3	0	1	1	1	0	0	1	2	0	0	0
College Avenue & Willox Lane	0	2	1	1	0	0	2	2	6	0	3	2
College Avenue & Hickory Street	1	2	1	0	2	4	0	0	1	2	4	0
College Avenue & Conifer Street	0	3	0	0	3	0	0	1	2	1	0	2
College Avenue & Vine Drive	3	0	0	0	2	3	0	0	10	2	0	1
College Avenue & Cherry Street/Willow Street	0	0	5	3	2	2	4	6	1	0	17	7
College Avenue & Maple Street/Jefferson Street	0	1	0	0	0	0	1	1	1	1	1	0

IMPACT OF UNSCHEDULED EVENTS

Travel time data available for the North College corridor indicates that while there is some congestion during peak hours, it does not on average cause significant delays.

Wilcox Lane to Vine Drive travel times:

Southbound

- AM Peak - 1.65 min (36 mph)
- PM Peak - 1.79 min (34 mph)

Northbound

- AM Peak - 1.67 min (36 mph)
- PM Peak - 1.74 min (34 mph)

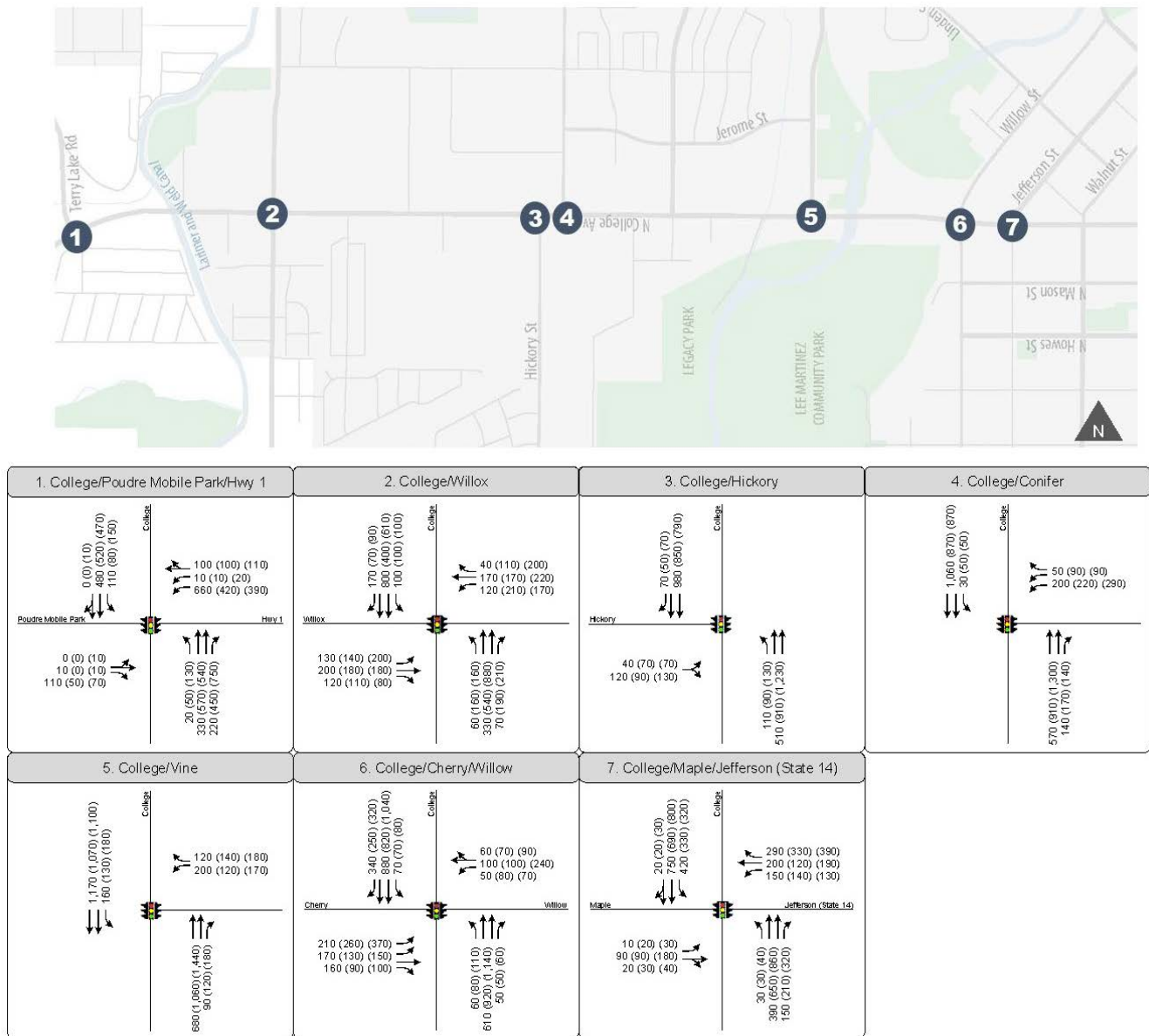
However unscheduled delays such as train crossings and closures of I-25 have significant impacts on the travel reliability of the corridor. Local news stories have also indicated that as the trains that pass through Fort Collins are getting longer the delays vehicles experience increase too.

FUTURE TRAFFIC CONDITIONS

The NFRMPO Traffic Model estimates that in 2045 traffic volumes on North College Avenue will increase by about 22% from existing levels. To model this growth the existing traffic counts for the corridor were grown by 22% and an intersection level of service (LOS) analysis was conducted. Volumes for all movements were increased by 22% and rounded to the nearest 10 to test a conservative estimate for future conditions. It is possible that the future volumes on North College would increase at a faster rate than the volumes on the side streets. **Figure 24** displays the estimated volumes for 2045 on existing lane configurations.

Table 5 shows the results of the LOS analysis. The analysis found that all intersections continue to operate acceptably under 2045 conditions.

Figure 24: 2045 Peak Hour Vehicle Volumes and Lane Configurations



AM (MD) (PM) Peak Hour Traffic Volume

Table 5: 2045 Intersection Level of Service Results

Intersection	Control	Existing					
		AM		Midday		PM	
		Overall		Overall		Overall	
		Delay	LOS	Delay	LOS	Delay	LOS
College Avenue & Poudre Mobile Park/Hwy 1	Signal	22	C	13	B	21	C
College Avenue & Willox Lane	Signal	20	B	23	C	31	C
College Avenue & Hickory Street	Signal	5	A	5	A	5	A
College Avenue & Conifer Street	Signal	5	A	5	A	7	A
College Avenue & Vine Drive	Signal	6	A	21	C	10	A
College Avenue & Cherry Street/Willow Street	Signal	21	C	14	B	28	C
College Avenue & Maple Street/Jefferson Street	Signal	14	B	18	B	22	C

CRASH ANALYSIS

CORRIDOR-WIDE THEMES

The crash data evaluated in this section spans the years 2017-2020. During this four-year period there were no fatal crashes on North College Avenue within the study area (from Laporte Avenue to Highway 1). The overall crash rate per year on the corridor was about 91 crashes/year. The rate of crashes resulting in injuries was about 8 crashes/year.

Figure 25 illustrates the share of total crashes that resulted in injuries on the corridor from 2017 to 2020. **Figure 26** displays a chart of crashes by time of day which shows there was not a time of day where significantly more injury crashes occurred when compared to overall crashes.

Figure 25: Share of Corridor Crashes Resulting in Injuries (2017-2020)

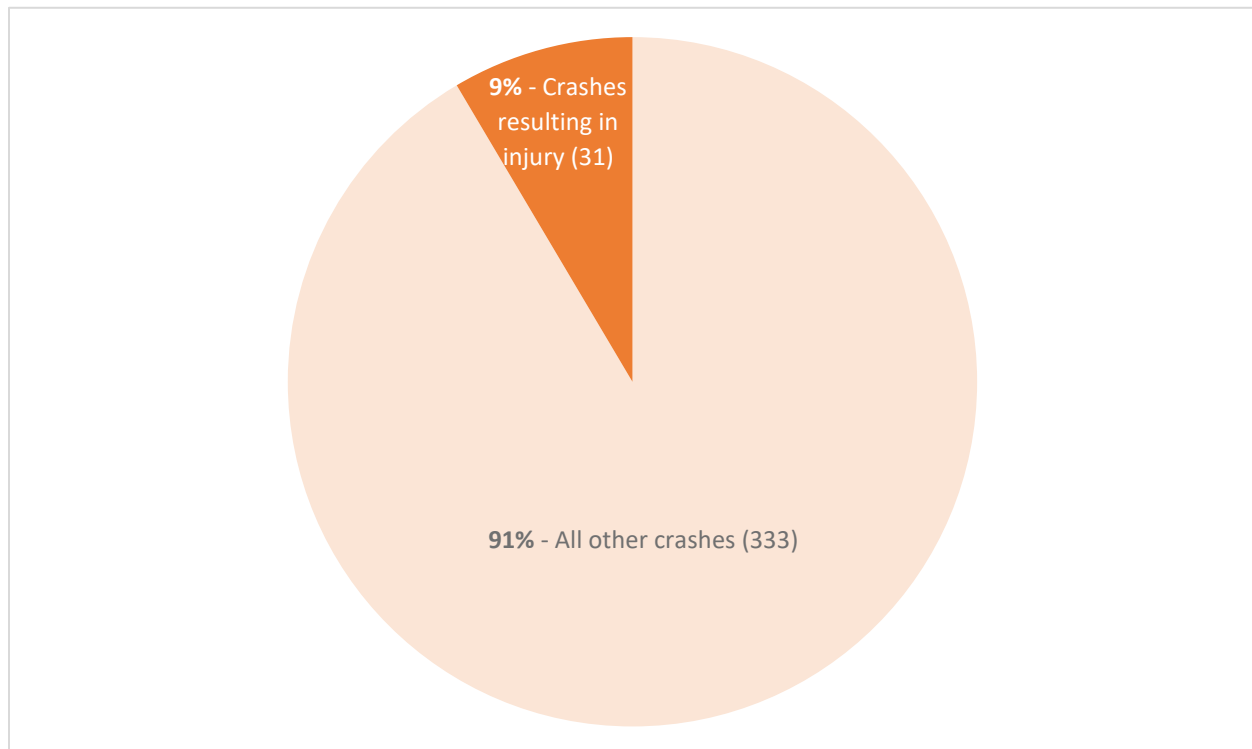


Figure 26: Corridor Crashes by Time of Day

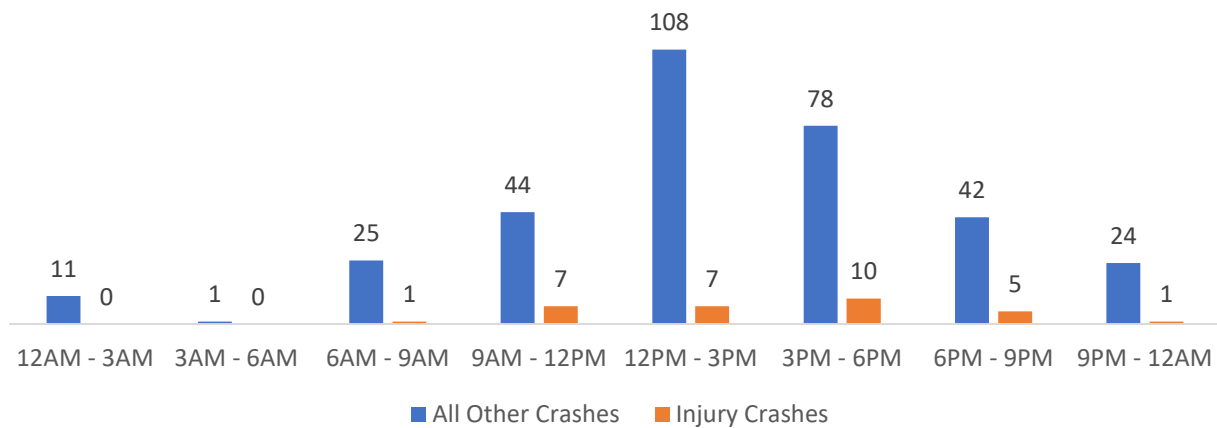


Figure 27 is a chart of the top harmful events for all crashes along the corridor. Rear end crashes were the greatest share of crashes followed by right angle crashes. **Figure 28** lists the top harmful events for crashes resulting in injuries on the corridor. It stands out that bicycle and pedestrian crashes are overrepresented in crashes resulting in injuries when compared to overall crashes. Parking related crashes and side swipe crashes, significant shares of overall crashes, were not in the top harmful events for injury crashes.

Figure 27: Top Harmful Events Corridor Wide

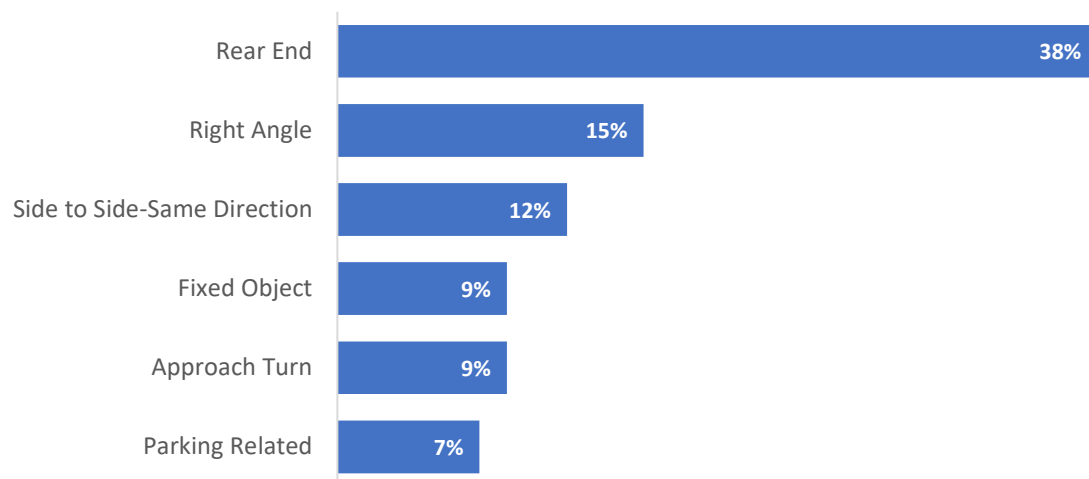


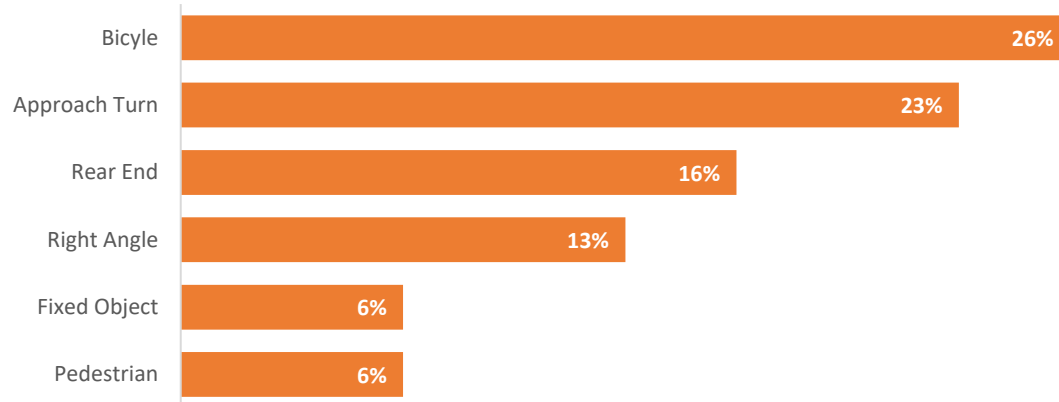
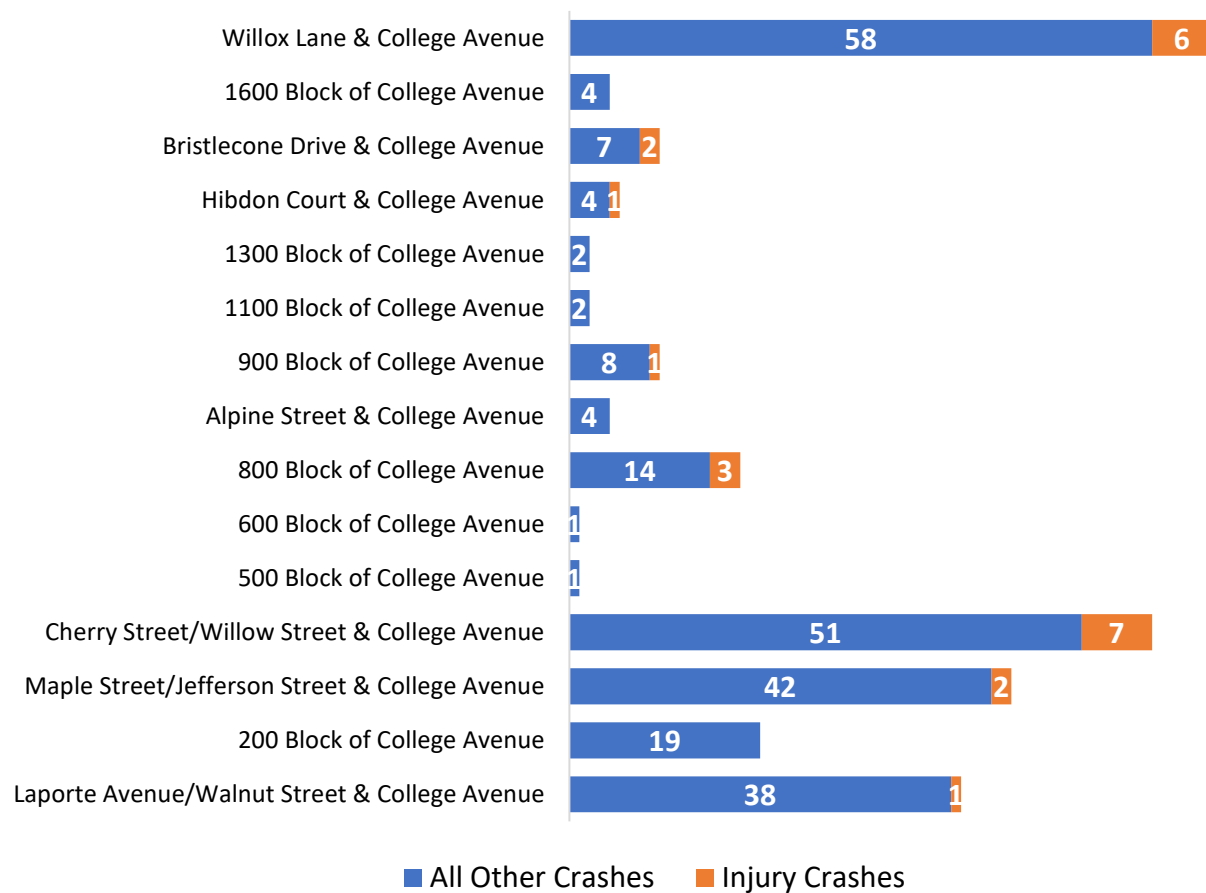
Figure 28: Top Harmful Events for Injury Crashes Corridor Wide

Figure 29 documents the number of crashes at each location along the North College corridor that has more than two crashes over the four years of crash data. The top five highest crash locations were at the intersections of Willox Lane, Cherry Street, Maple Street, Vine Drive, and Laporte Avenue (listed from greatest number of crashes to least).

Figure 29: Locations of Crashes on the Corridor (Crashes with Three or More Crashes)



INTERSECTION AND BLOCK SPECIFIC CRASH ANALYSIS

LAPORTE AVENUE/WALNUT STREET & NORTH COLLEGE AVENUE

Laporte Avenue/Walnut Street & North College Avenue is a signalized intersection at the south end of the study area. From 2017-2020 there were 39 crashes at this intersection, one resulted in injury. The one injury crash was a rear end collision between two vehicles caused by careless driving. This crash resulted in a non-incapacitating injury.

Figure 30 displays an aerial image of this intersection. **Table 6** displays the control type of each of the left turn movements in the intersection. **Figure 31** displays the top harmful events and **Figure 32** displays the top driver actions across the crashes at this intersection.

Figure 30: Aerial of Laporte Avenue/Walnut Street & North College Avenue



Table 6: Turning Movement Controls at Laporte Avenue/Walnut Street & North College Avenue

Northbound Left Turn	Southbound Left Turn	Eastbound Left Turn	Westbound Left Turn
Permitted & Protected	Permitted & Protected	Permitted	Permitted

Figure 31: Top Harmful Events at Laporte Avenue/Walnut Street & North College Avenue

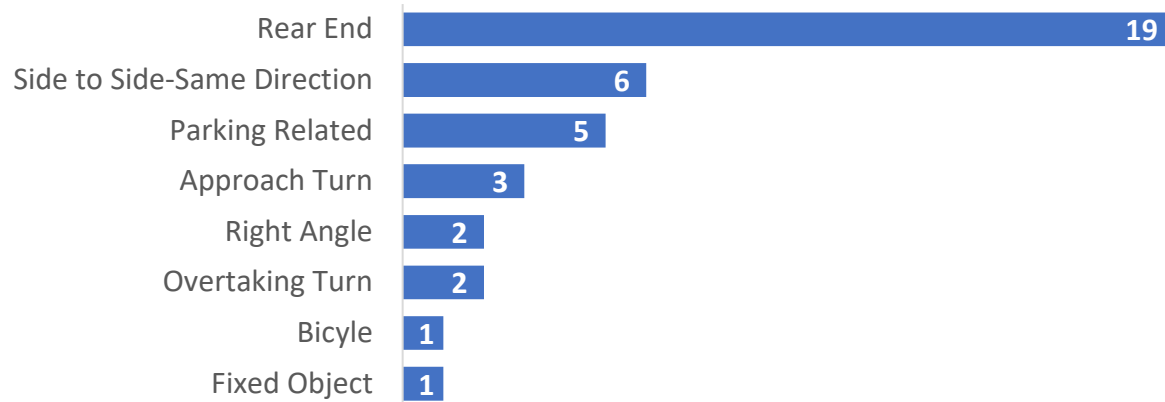
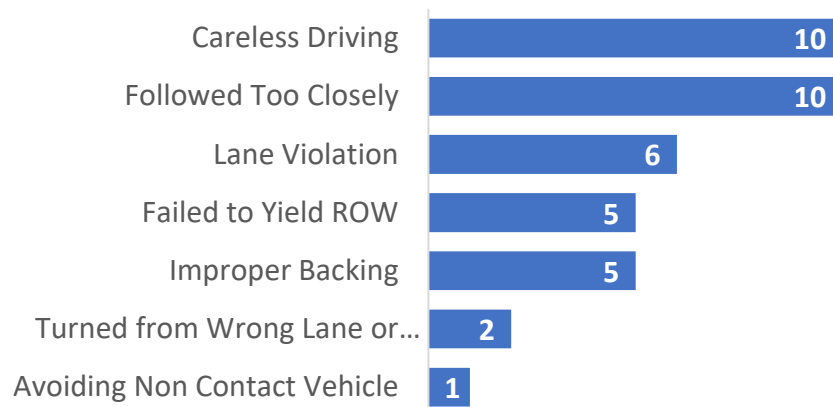


Figure 32: Top Driver Actions at Laporte Avenue/Walnut Street & North College Avenue



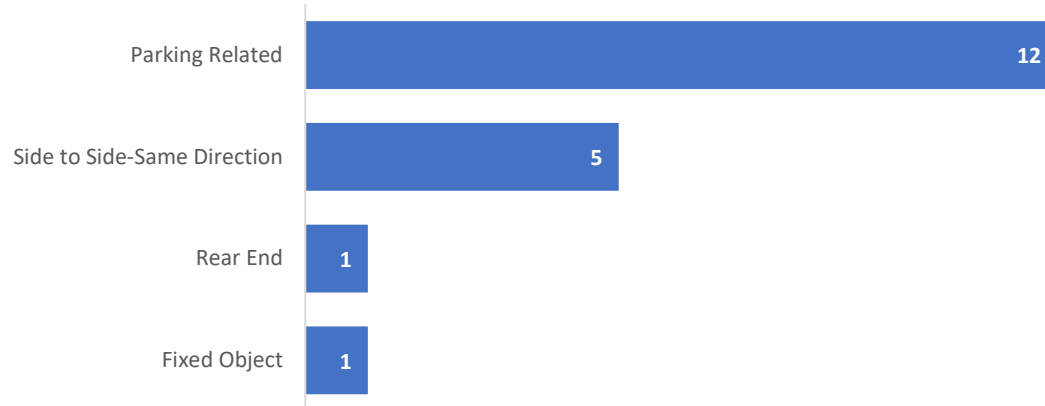
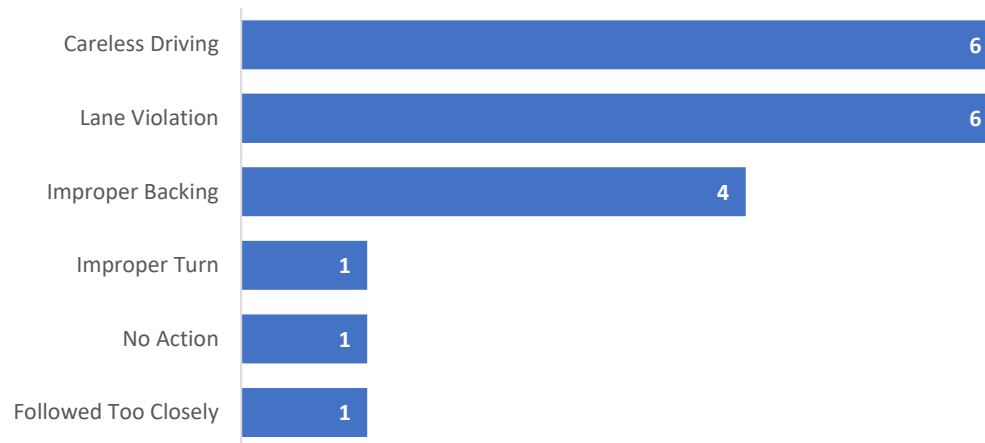
200 BLOCK OF NORTH COLLEGE AVENUE

The 200 Block of North College Avenue is located between Laporte Avenue and Maple Street. From 2017-2020 there were 19 crashes along this segment, none resulted in injury.

Figure 33 displays an aerial image of this block. **Figure 34** displays the top harmful events and **Figure 35** displays the top driver actions across the crashes along this block.

Figure 33: Aerial of the 200 Block of North College Avenue



Figure 34: Top Harmful Events along the 200 Block of North College Avenue*Figure 35: Top Driver Actions along the 200 Block of North College Avenue*

MAPLE STREET/JEFFERSON STREET & NORTH COLLEGE AVENUE

Maple Street/Jefferson Street & North College Avenue is a signalized intersection. From 2017-2020 there were 44 crashes at this intersection, two resulted in injury. Both of the crashes that resulted in injuries involved a vehicle hitting a person bicycling. One of the crashes was caused by a driver failing to yield right-of-way and hitting a person bicycling. This crash resulted in non-incapacitating injuries. The second injury crash occurred when a driver that was determined to be driving carelessly hit a person bicycling. The crash resulted in incapacitating injuries.

Figure 36 displays an aerial image of this intersection. **Table 7** displays the control type of each of the left turn movements in the intersection. **Figure 37** displays the top harmful events and **Figure 38** displays the top driver actions across the crashes at this intersection.

Figure 36: Aerial of Maple Street/Jefferson Street & North College Avenue



Table 7: Turning Movement Controls at Maple Street/Jefferson Street & North College Avenue

Northbound Left Turn	Southbound Left Turn	Eastbound Left Turn	Westbound Left Turn
Permitted & Protected	Permitted & Protected	Permitted	Permitted

Figure 37: Top Harmful Events at Maple Street/Jefferson Street & North College Avenue

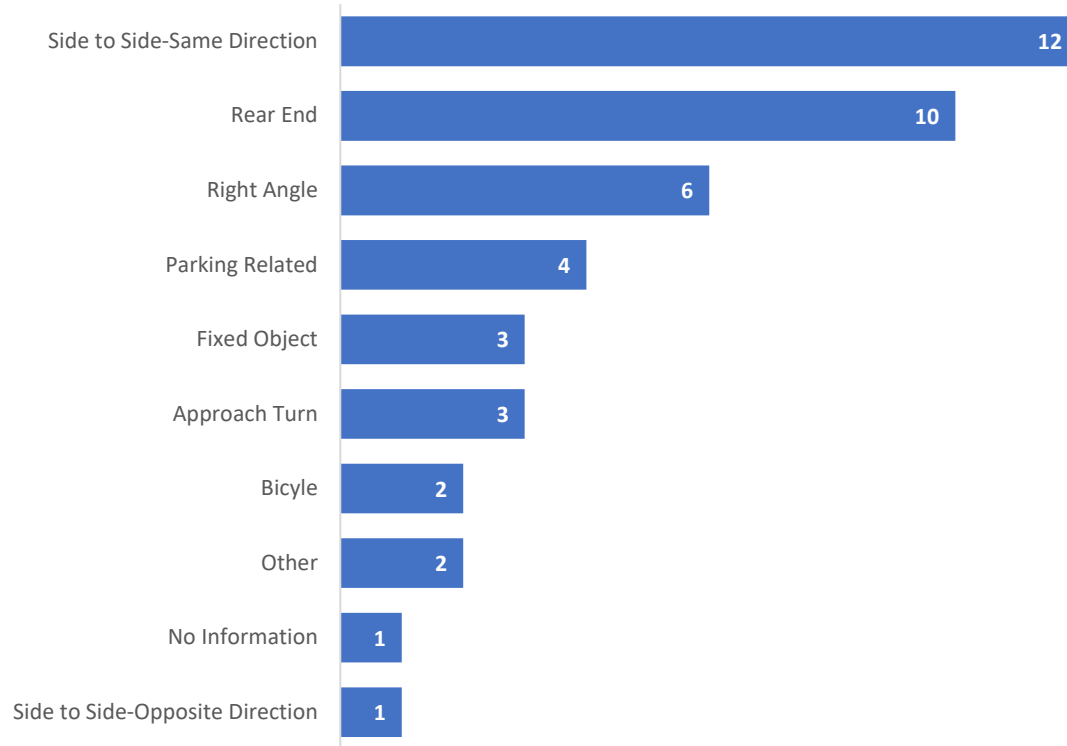
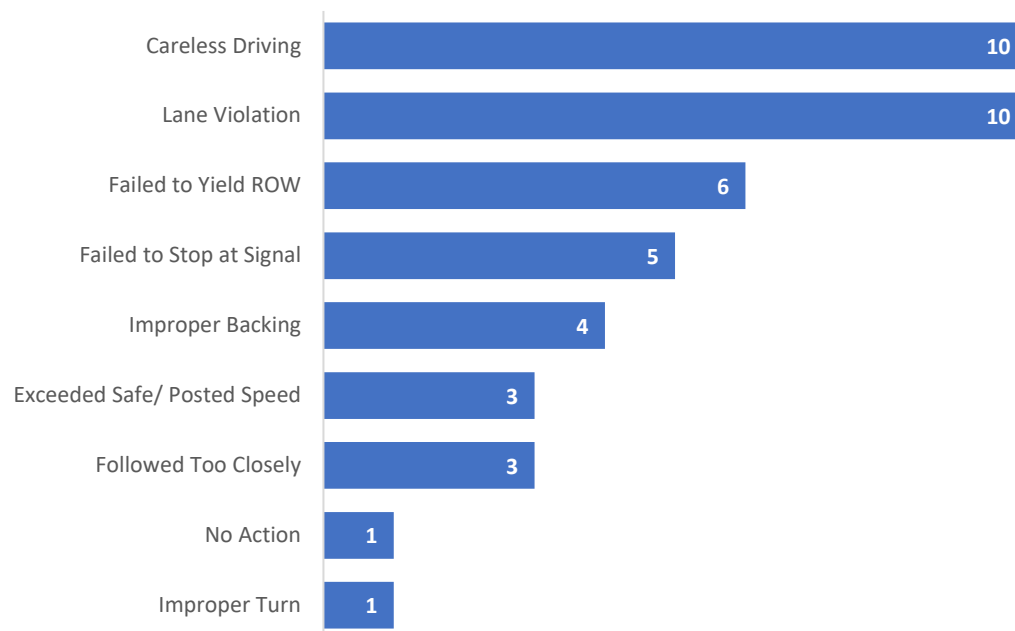


Figure 38: Top Driver Actions at Maple Street/Jefferson Street & North College Avenue



CHERRY STREET/WILLOW STREET & NORTH COLLEGE AVENUE

Cherry Street/Willow Street & North College Avenue is a signalized intersection at the south end of the study area. From 2017-2020 there were 58 crashes at this intersection, seven resulted in injury. One of the pedestrian crashes and one of the bicycle crashes on this corridor resulted in injuries. The pedestrian involved crash resulted in an incapacitating injury. Of the five remaining injury crashes, two were approach turn crashes, two were right angle crashes, and one was a rear-end crash. All five crashes resulted in non-incapacitating injuries

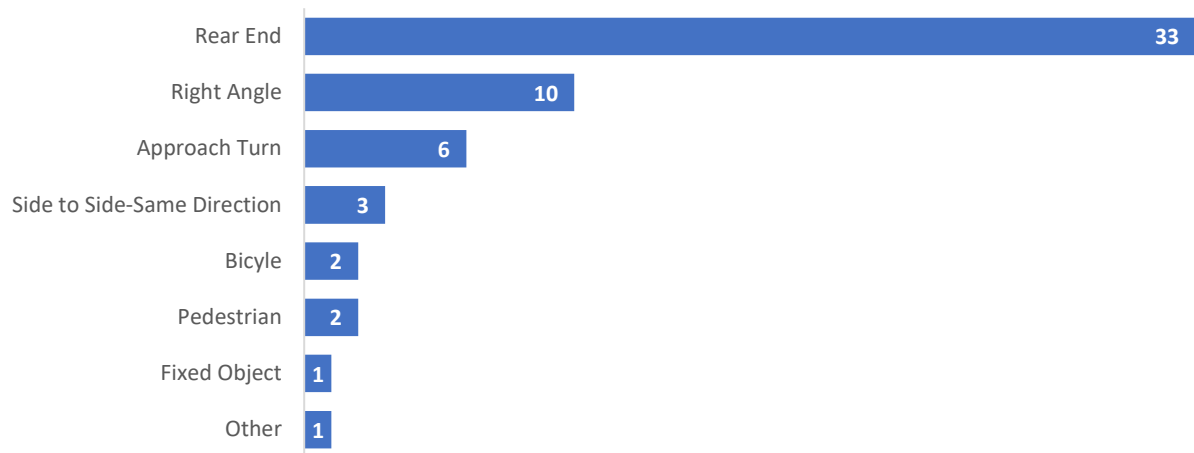
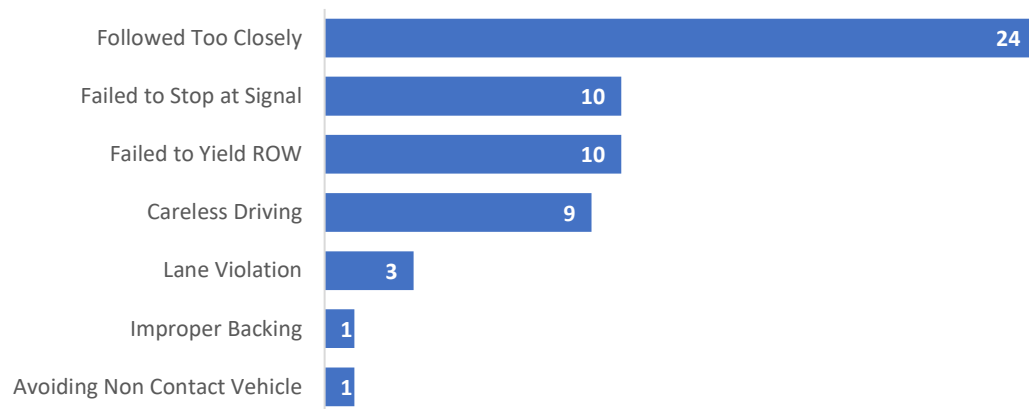
Figure 39 displays an aerial image of this intersection. **Table 8** displays the control type of each of the left turn movements in the intersection. **Figure 40** displays the top harmful events and **Figure 41** displays the top driver actions across the crashes at this intersection.

Figure 39: Aerial of Cherry Street/Willow Street & North College Avenue



Table 8: Turning Movement Controls at Cherry Street/Willow Street & North College Avenue

Northbound Left Turn	Southbound Left Turn	Eastbound Left Turn	Westbound Left Turn
Permitted & Protected	Permitted & Protected	Permitted & Protected	Permitted & Protected

Figure 40: Top Harmful Events at Cherry Street/Willow Street & North College Avenue*Figure 41: Top Driver Actions at Cherry Street/Willow Street & North College Avenue*

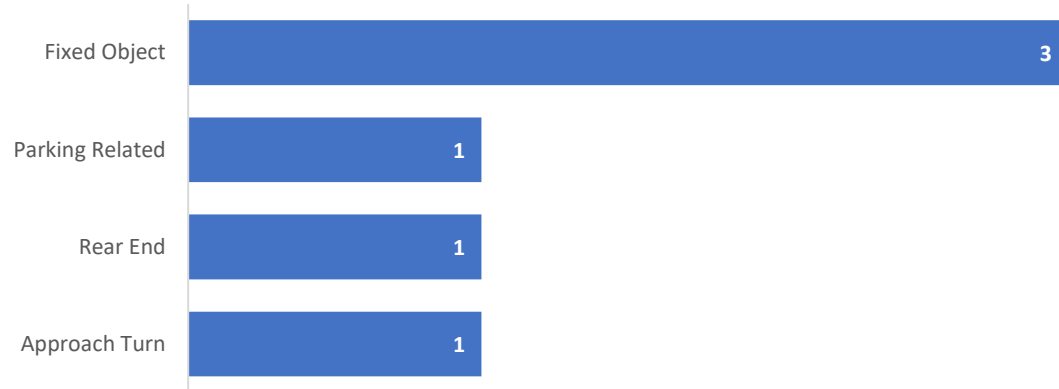
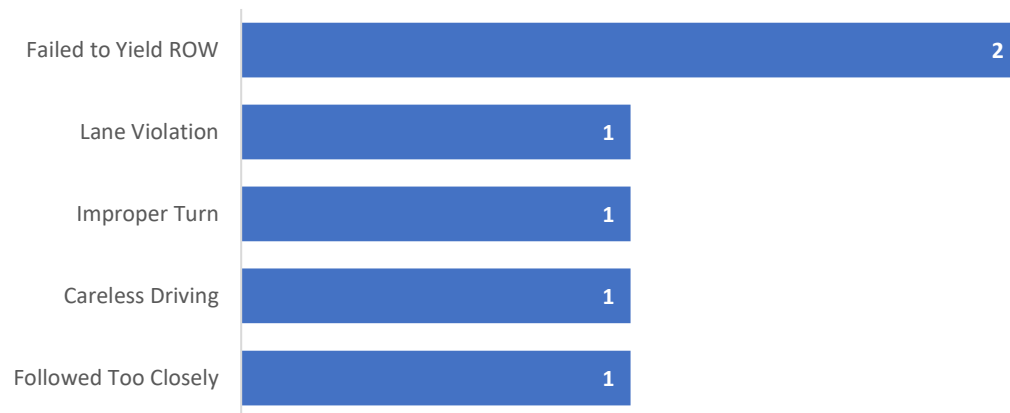
400 BLOCK OF NORTH COLLEGE AVENUE

The 400 Block of North College Avenue is located between Cherry Street and Vine Drive. From 2017-2020 there were 6 crashes along this segment, none resulted in injury.

Figure 42 displays an aerial image of this block. **Figure 43** displays the top harmful events and **Figure 44** displays the top driver actions across the crashes along this block.

Figure 42: Aerial of the 400 Block of North College Avenue



Figure 43: Top Harmful Events along the 400 Block of North College Avenue*Figure 44: Top Driver Actions along the 400 Block of North College Avenue*

VINE DRIVE & NORTH COLLEGE AVENUE

Vine Drive & North College Avenue is a signalized intersection at the south end of the study area. From 2017-2020 there were 40 crashes at this intersection, five resulted in injury. One of the crashes involving a person bicycling resulted in an incapacitating injury. Of the other four injury crashes, two were approach turn crashes, one was a rear end crash, and one was a fixed object crash where a vehicle hit a guardrail. One of the approach turn crashes resulted in an incapacitating injury.

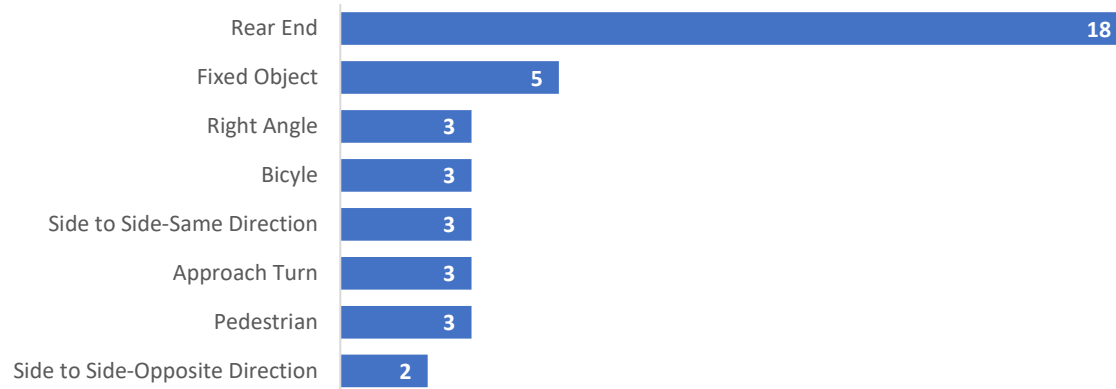
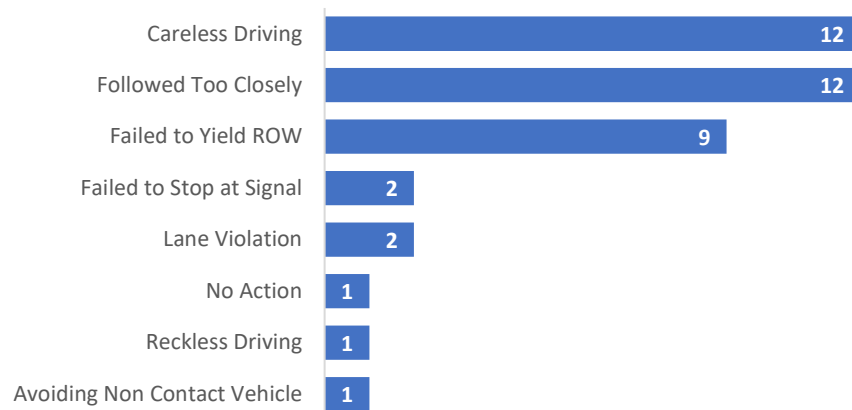
Figure 45 displays an aerial image of this intersection. **Table 9** displays the control type of each of the left turn movements in the intersection. **Figure 46** displays the top harmful events and **Figure 47** displays the top driver actions across the crashes at this intersection.

Figure 45: Aerial of Vine Drive & North College Avenue



Table 9: Turning Movement Controls at Vine Drive & North College Avenue

Northbound Left Turn	Southbound Left Turn	Eastbound Left Turn	Westbound Left Turn
N/A	Permitted & Protected	N/A	Permitted

Figure 46: Top Harmful Events at Vine Drive & North College Avenue*Figure 47: Top Driver Actions at Vine Drive & North College Avenue*

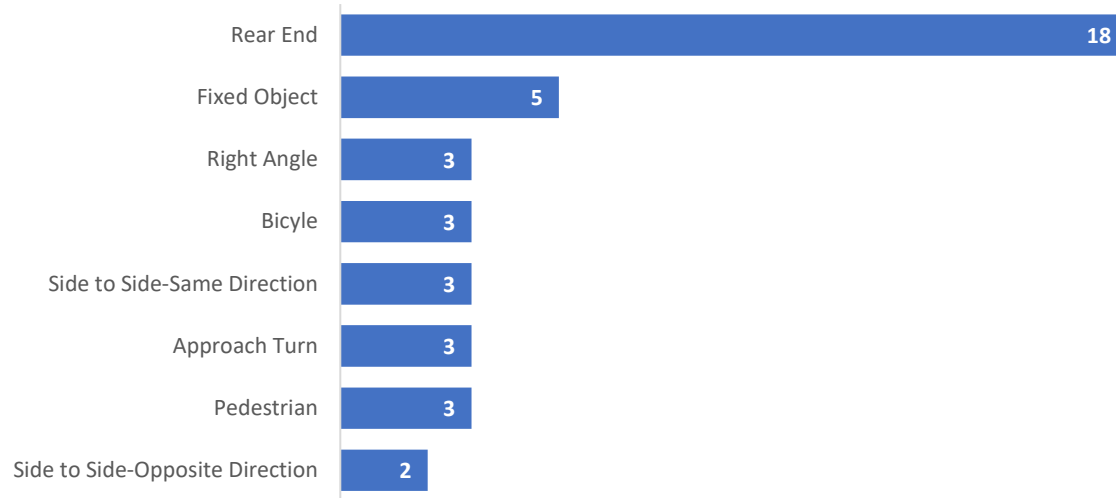
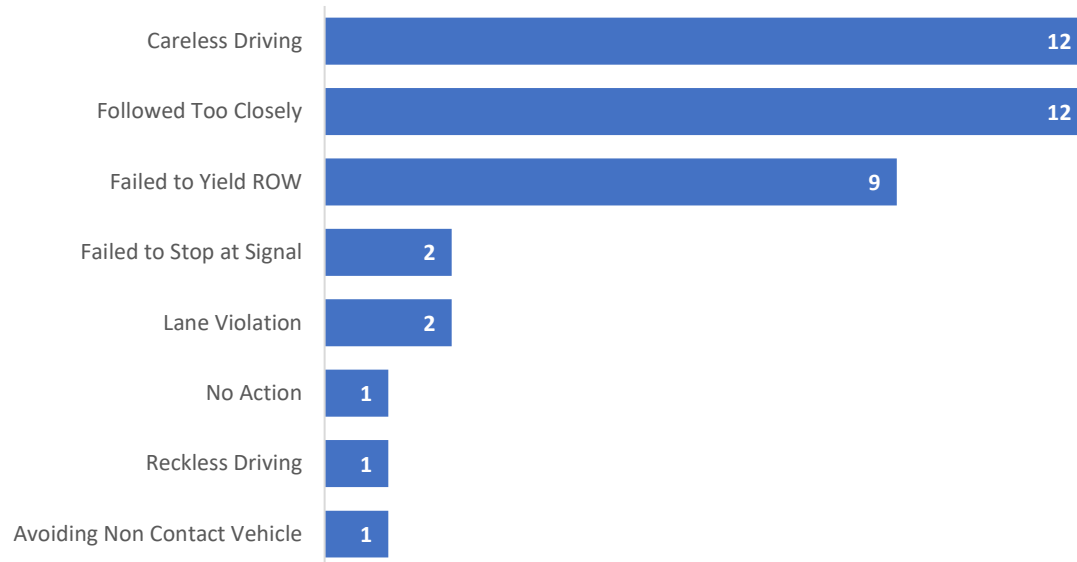
800 BLOCK OF NORTH COLLEGE AVENUE

The 800 Block of North College Avenue is located between Vine Drive and Alpine Street. From 2017-2020 there were 17 crashes along this segment, three resulted in injury. One of crashes involving a person bicycling resulted in a non-incapacitating injury. Of the other two injury crashes one was a right-angle crash and the other was an overtaking turn crash. Both resulted in non-incapacitating injuries.

Figure 48 displays an aerial image of this block. **Figure 49** displays the top harmful events and **Figure 50** displays the top driver actions across the crashes along this block.

Figure 48: Aerial of the 800 Block of North College Avenue



Figure 49: Top Harmful Events along the 800 Block of North College Avenue*Figure 50: Top Driver Actions along the 800 Block of North College Avenue*

ALPINE STREET & NORTH COLLEGE AVENUE

Alpine Street & North College Avenue is an intersection with a stop sign on Alpine Street. From 2017-2020 there were 4 crashes at this intersection, none resulted in injury.

Figure 51 displays an aerial image of this intersection. **Figure 52** displays the top harmful events and **Figure 53** displays the top driver actions across the crashes at this intersection.

Figure 51: Aerial of Alpine Street & North College Avenue



Figure 52: Top Harmful Events at Alpine Street & North College Avenue

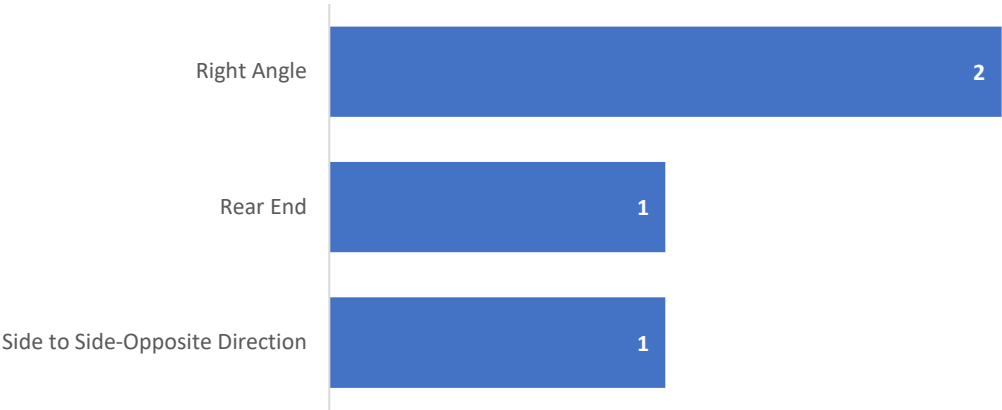


Figure 53: Top Driver Actions at Alpine Street & North College Avenue



900 BLOCK OF NORTH COLLEGE AVENUE

The 900 Block of North College Avenue is located between Alpine Street and Suniga Road. From 2017-2020 there were 9 crashes along this segment, one of these resulted in injury. The injury crash at this location was caused by a vehicle executing a lane violation and hitting a person bicycling. This crash resulted in a non-capacitating injury.

Figure 54 displays an aerial image of this block. **Figure 55** displays the top harmful events and **Figure 56** displays the top driver actions across the crashes along this block.

Figure 54: Aerial of the 900 Block of North College Avenue



Figure 55: Top Harmful Events along the 900 Block of North College Avenue

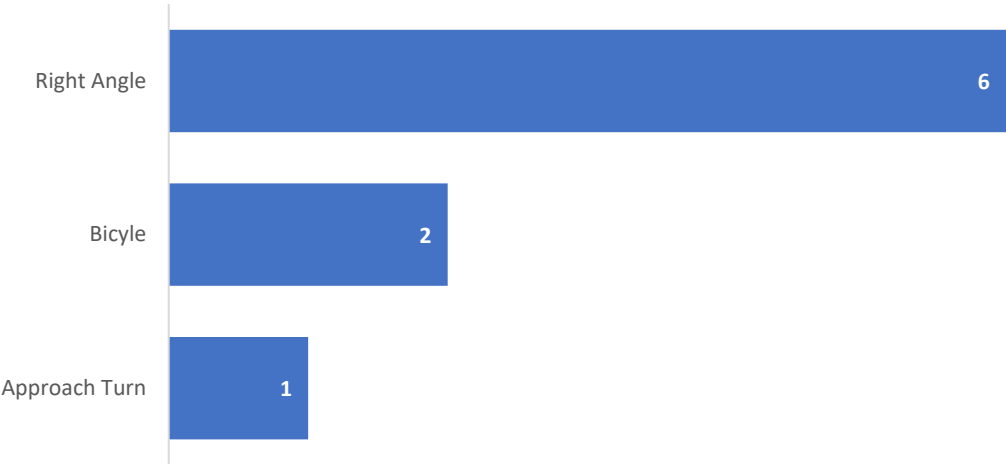


Figure 56: Top Driver Actions along the 900 Block of North College Avenue



1200 BLOCK OF NORTH COLLEGE AVENUE

The 1200 Block of North College Avenue is located between Suniga Road and Conifer Street. From 2017-2020 there were 5 crashes along this segment, one of these resulted in injury. The injury crash at this location was a parking related crash and involved a large rock or boulder. This crash resulted in a non-incapacitating injury.

Figure 57 displays an aerial image of this block. **Figure 58** displays the top harmful events and **Figure 59** displays the top driver actions across the crashes along this block.

Figure 57: Aerial of the 1200 Block of North College Avenue



Figure 58: Top Harmful Events along the 1200 Block of North College Avenue

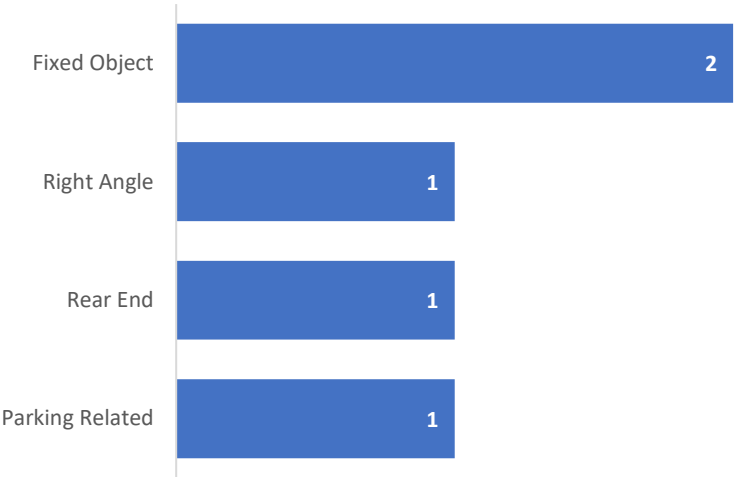
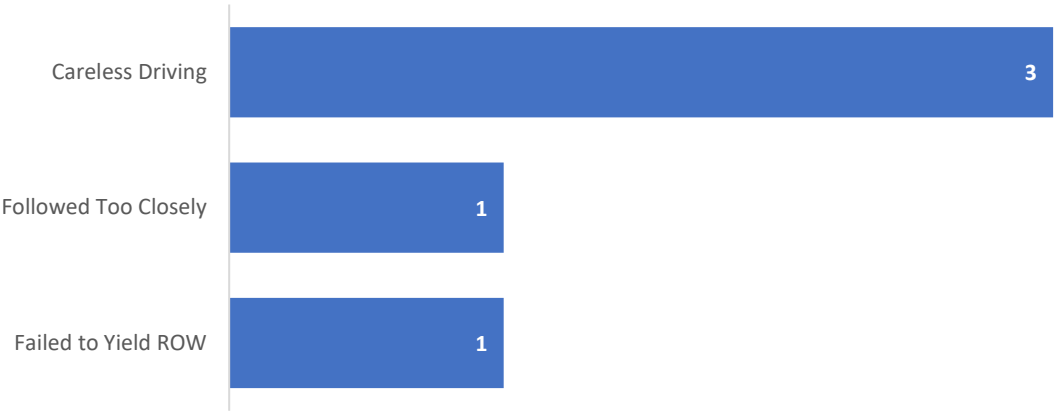


Figure 59: Top Driver Actions along the 1200 Block of North College Avenue



CONIFER STREET/HICKORY STREET & NORTH COLLEGE AVENUE

Conifer Street/Hickory Street & North College Avenue are two signalized “T” intersections. From 2017-2020 there were 23 crashes at this intersection, one resulted in injury. The injury crash at this location was a head-on collision that resulted in a non-incapacitating injury.

Figure 60 displays an aerial image of this intersection. **Table 10** displays the control type of each of the left turn movements in the intersection. **Figure 61** displays the top harmful events and **Figure 62** displays the top driver actions across the crashes at this intersection.

Figure 60: Aerial of Conifer Street/Hickory Street & North College Avenue



Table 10: Turning Movement Controls at Conifer Street/Hickory Street & North College Avenue

Northbound Left Turn	Southbound Left Turn	Eastbound Left Turn	Westbound Left Turn
Permitted & Protected	Permitted	Permitted	Permitted & Protected

Figure 61: Top Harmful Events at Conifer Street/Hickory Street & North College Avenue

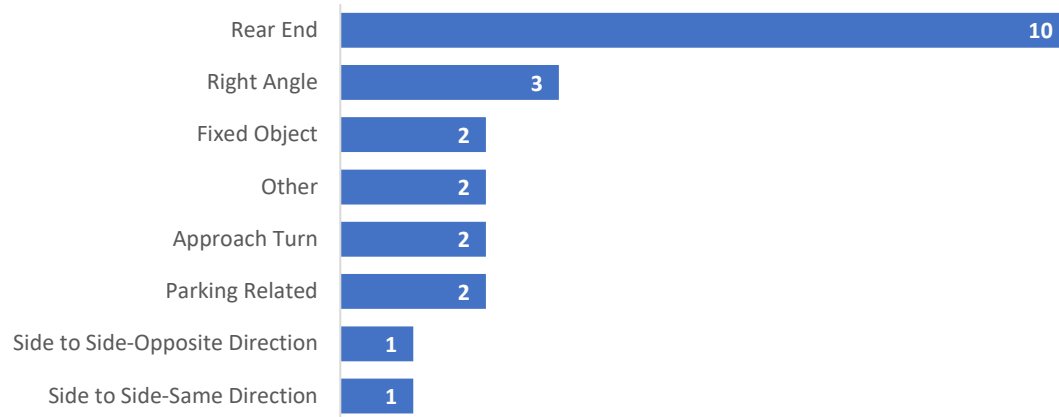
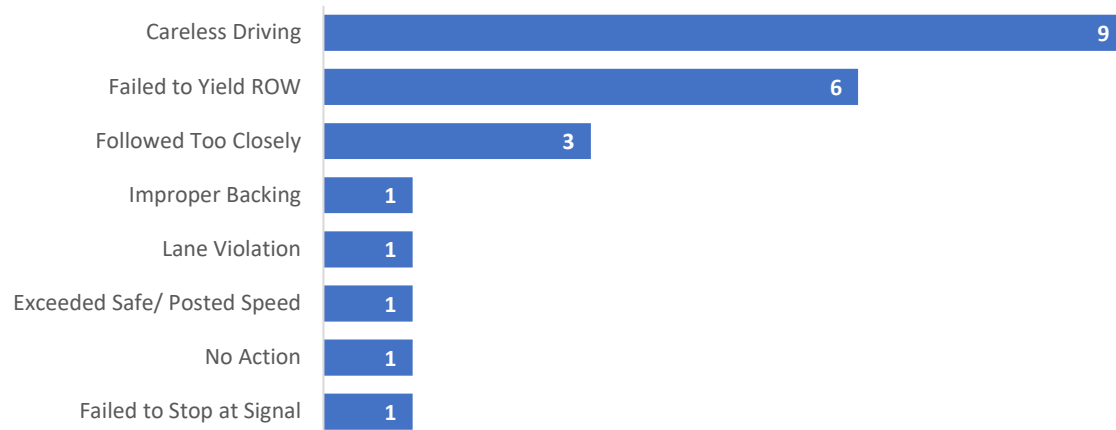


Figure 62: Top Driver Actions at Conifer Street/Hickory Street & North College Avenue



HIBDON COURT & NORTH COLLEGE AVENUE

Hibdon Court & North College Avenue is a stop-controlled intersection with a stop sign on Hibdon Court. From 2017-2020 there were 5 crashes at this intersection, one resulted in injury. The injury crash at this location was right angle crash that resulted in a non-incapacitating injury.

Figure 63 displays an aerial image of this intersection. **Figure 64** displays the top harmful events and **Figure 65** displays the top driver actions across the crashes at this intersection.

Figure 63: Aerial of Hibdon Court & North College Avenue



Figure 64: Top Harmful Events at Hibdon Court & North College Avenue

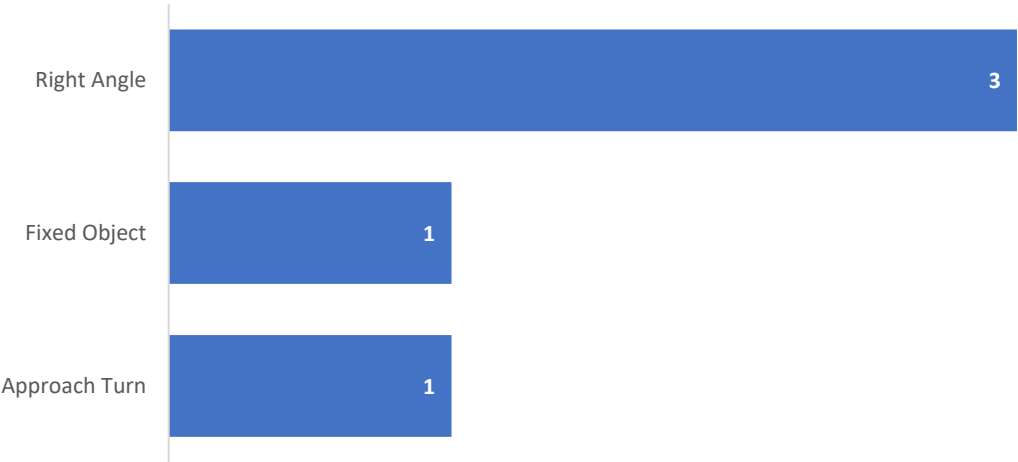
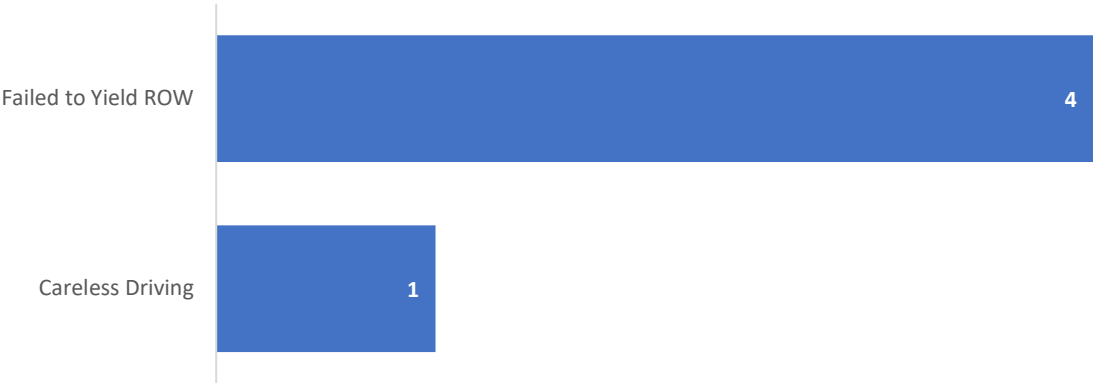


Figure 65: Top Driver Actions at Hibdon Court & North College Avenue



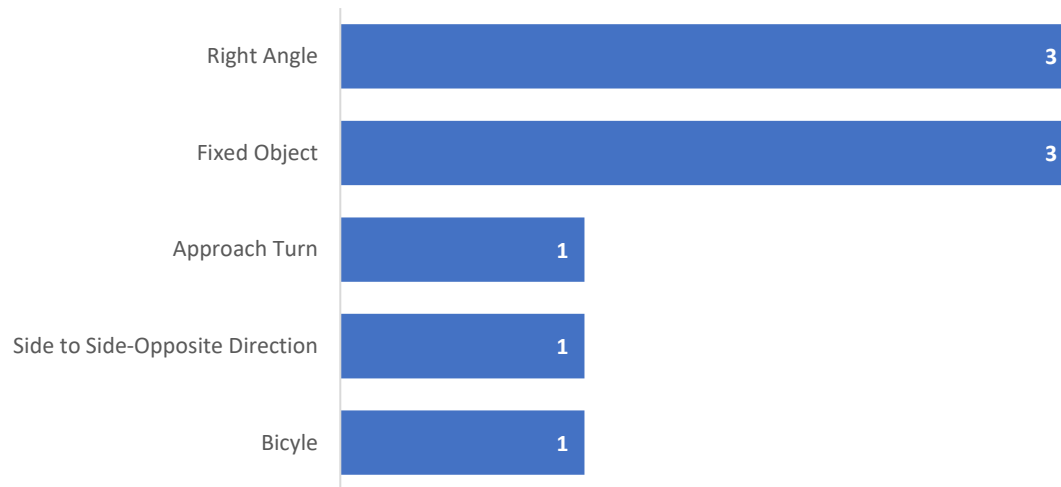
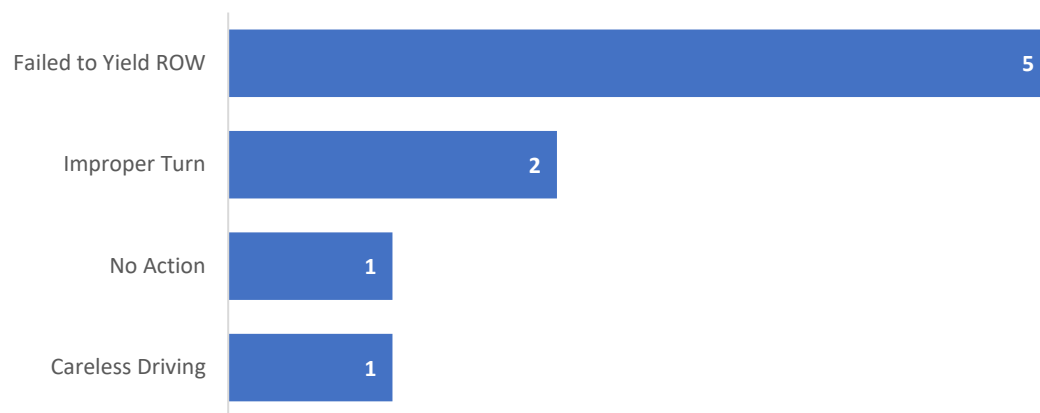
BRISTLECONE DRIVE & NORTH COLLEGE AVENUE

Bristlecone Drive & North College Avenue is a stop-controlled intersection with a stop sign on Bristlecone Drive. From 2017-2020 there were 9 crashes at this intersection, two resulted in injury. The crash involving a person bicycling resulted in an incapacitating injury. The second injury crash was an approach turn crash that resulted in a non-incapacitating injury.

Figure 66 displays an aerial image of this intersection. **Figure 67** displays the top harmful events and **Figure 68** displays the top driver actions across the crashes at this intersection.

Figure 66: Aerial of Bristlecone Drive & North College Avenue



Figure 67: Top Harmful Events at Bristlecone Drive & North College Avenue*Figure 68: Top Driver Actions at Bristlecone Drive & North College Avenue*

1600 BLOCK OF NORTH COLLEGE AVENUE

The 1600 Block of North College Avenue is located between Bristlecone Drive and Willox Lane. From 2017-2020 there were 4 crashes along this segment, none of these resulted in injury.

Figure 69 displays an aerial image of this block. **Figure 70** displays the top harmful events and **Figure 71** displays the top driver actions across the crashes along this block.

Figure 69: Aerial of the 1600 Block of North College Avenue



Figure 70: Top Harmful Events along the 1600 Block of North College Avenue

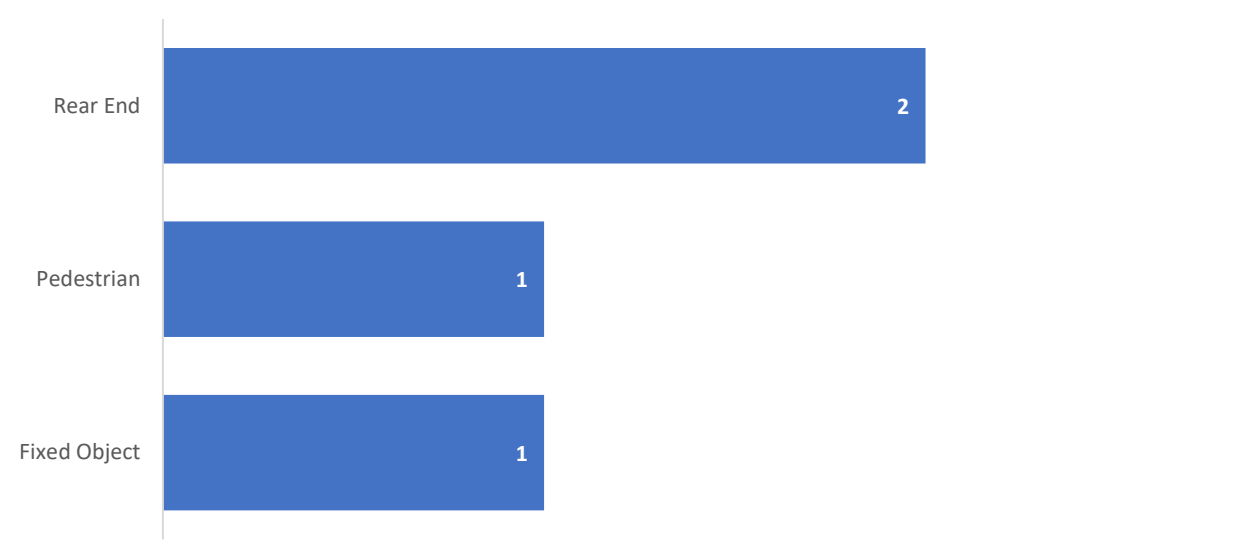


Figure 71: Top Driver Actions along the 1600 Block of North College Avenue



Willox Lane & North College Avenue

Willox Lane & North College Avenue is a signalized intersection at the north end of the study area. From 2017-2020 there were 64 crashes at this intersection, six resulted in injury. One of the pedestrian crashes and one of the bicycle crashes at this intersection resulted in non-incapacitating injuries. Of the four remaining injury crashes, two were approach turn crashes, one was a rear-end crash, and one was a fixed object crash where a vehicle hit a barricade. All four crashes resulted in non-incapacitating injuries.

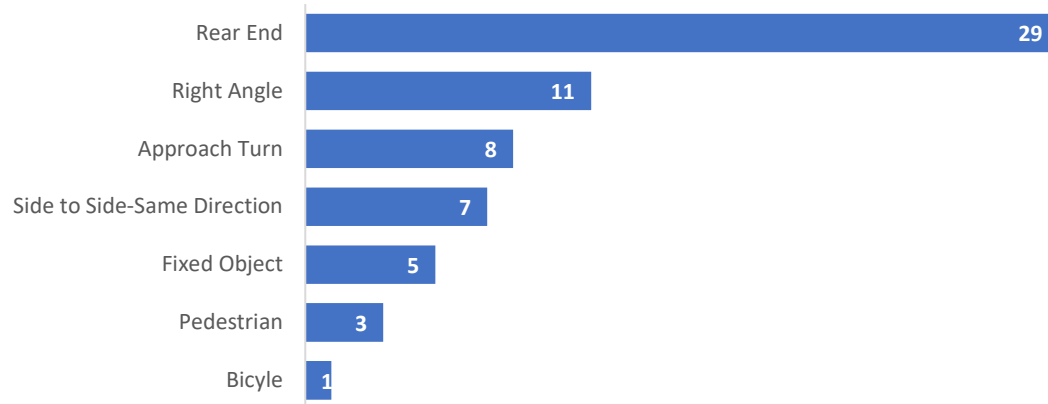
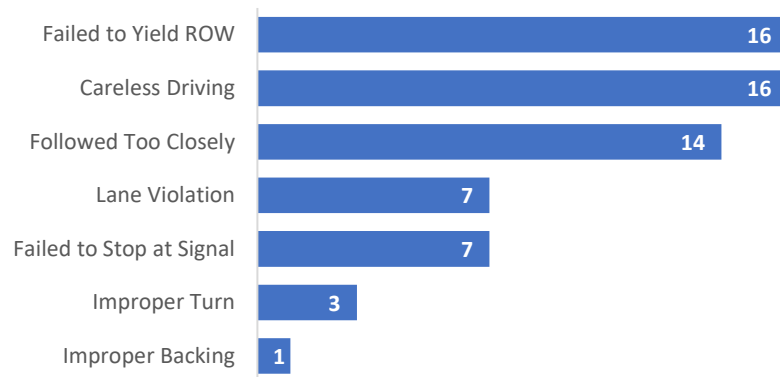
Figure 72 displays an aerial image of this intersection. **Table 11** displays the control type of each of the left turn movements in the intersection. **Figure 73** displays the top harmful events and **Figure 74** displays the top driver actions across the crashes at this intersection.

Figure 72: Aerial of Willox Lane & North College Avenue



Table 11: Turning Movement Controls at Willox Lane & North College Avenue

Northbound Left Turn	Southbound Left Turn	Eastbound Left Turn	Westbound Left Turn
Permitted & Protected	Permitted & Protected	Permitted & Protected	Permitted & Protected

Figure 73: Top Harmful Events at Willox Lane & North College Avenue*Figure 74: Top Driver Actions at Willox Lane & North College Avenue*

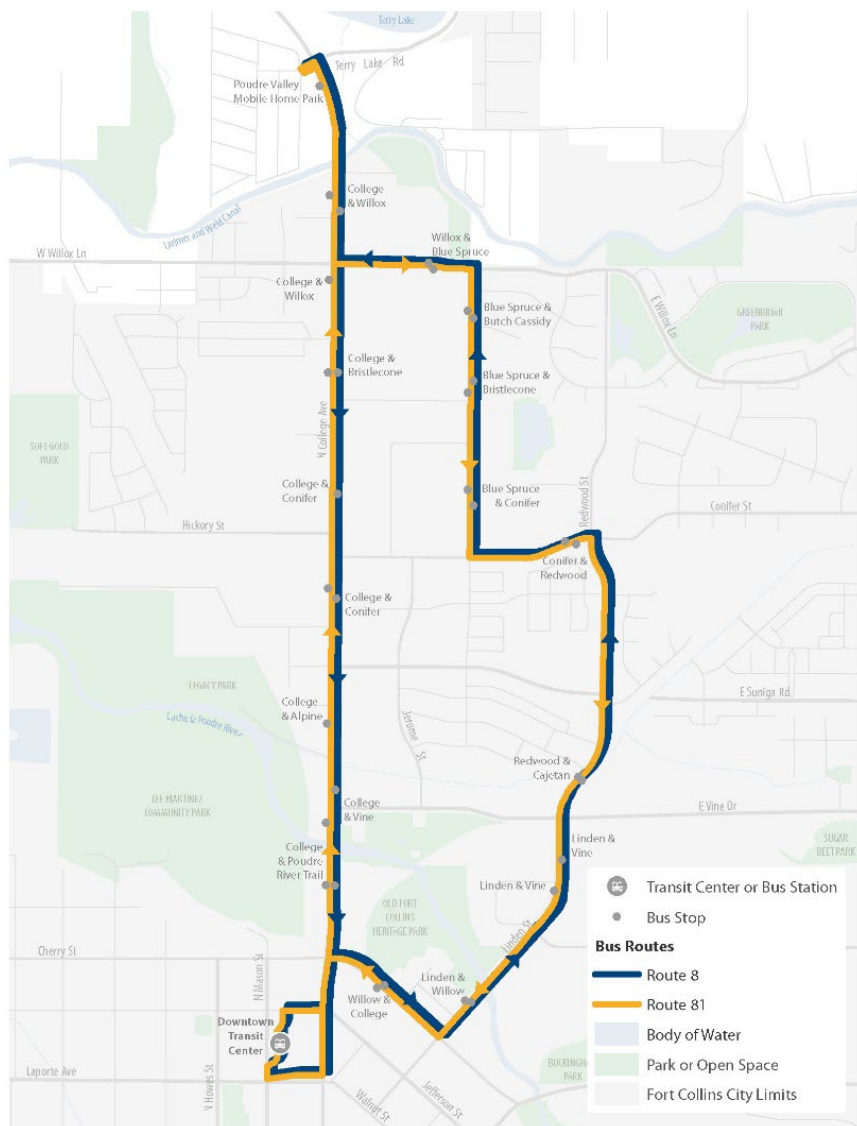
TRANSIT OPERATIONAL ANALYSIS

Within the North College corridor, two routes operating as one-way loops that essentially combine as one single route serve stops along North College Avenue, as well as Blue Spruce Drive, Conifer Street, and Redwood Street.

ROUTE OVERVIEW

Routes 8 and 81 are parallel routes that run loops in opposite directions. Route 8 runs in a counterclockwise loop while Route 81 runs in a clockwise loop. These two routes provide transit service for the North College corridor and the areas east of North College Avenue including to many community services located east of North College Avenue. **Figure 75** displays a map of Routes 8 and 81 as well as the locations of the bus stops along these routes.

Figure 75: Map of Routes 8 and 81



CURRENT SERVICE

The service characteristics of Routes 8 and 81 are shown in **Table 12**. The major service difference between the two routes is that the Route 8 operates seven days per week, while the Route 81 only operates on weekdays. Route 8 also operates later evening service on weekdays. Although the frequency of each route is 30-minutes, when both routes are running the effective frequency for can be close to 15-minutes if you are going from one end of the corridor to the other and therefore can take either route to reach your destination in about the same amount of time.

Table 12: Service Characteristics by Route

Service Characteristics	Route 8	Route 81
Days of Service	Monday – Sunday, 365 days/year	Monday – Friday, 255 days/year
Span of Service	6:22 AM – 10:38 PM Monday-Saturday; 8:22 AM – 7:11 PM Sundays	6:37 AM – 6:54 PM Weekdays only
Frequency	30 minutes	30 minutes
Roundtrip Route Runtime (DTC – DTC)	19 minutes	20 minutes
Number of Roundtrips/Weekday	33	25
Annual Ridership (2019)	213,058	88,436

Source: Transfort

PERFORMANCE ANALYSIS

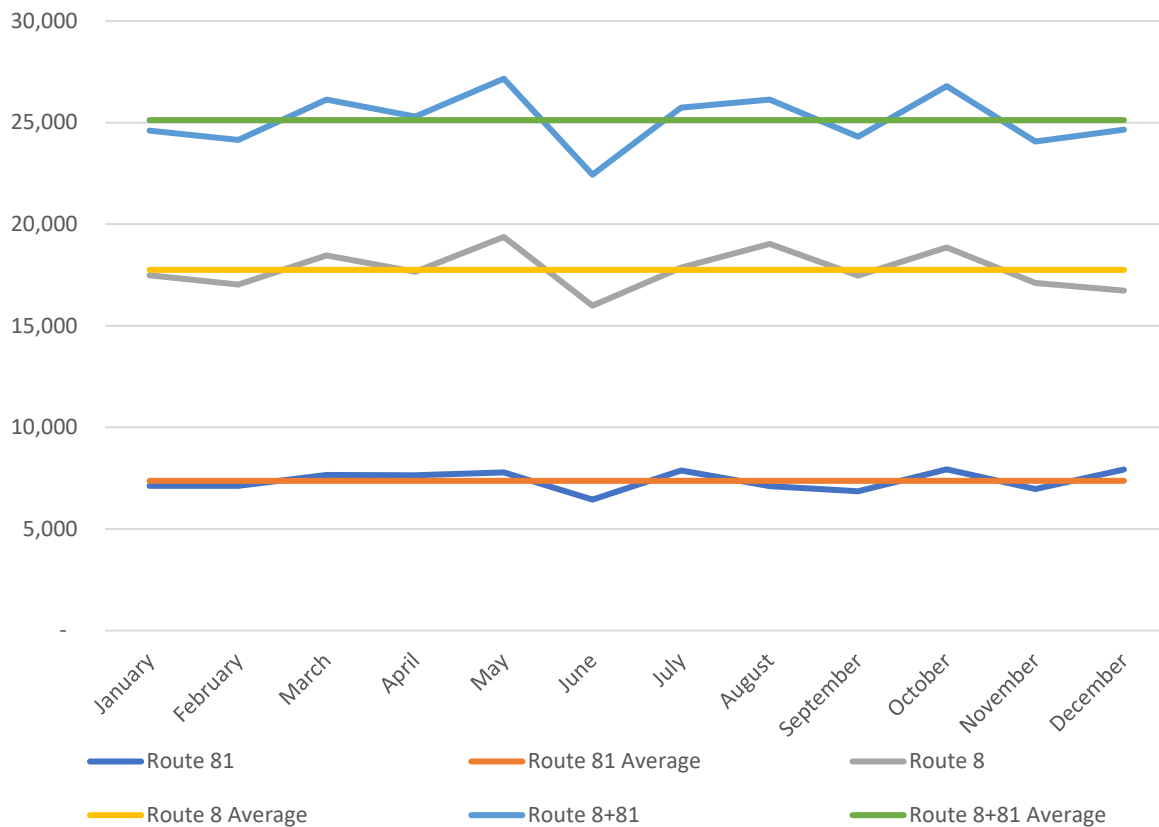
As previously discussed, Routes 8 and 81 are essentially the same route with opposite loop directions. For this reason, performance analysis presented in this section shows individual and combined performance of Routes 8 and 81.

RIDERSHIP

By Month

Ridership, or one-way boardings, by month for 2019 is shown in **Figure 76** and indicates that average ridership is 7,370 for Route 8, 17,755 for Route 81, and 25,125 for Routes 8 and 81 combined.

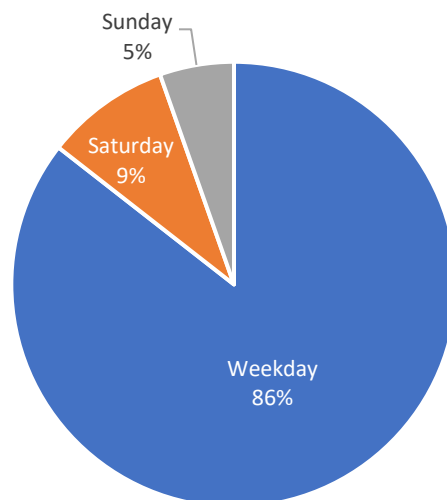
Figure 76: Average Monthly Ridership



By Day of Week

Ridership by day of week is shown in **Figure 77** and indicates that while the majority of ridership occurs on weekdays, weekend ridership at 14% in total is sizeable.

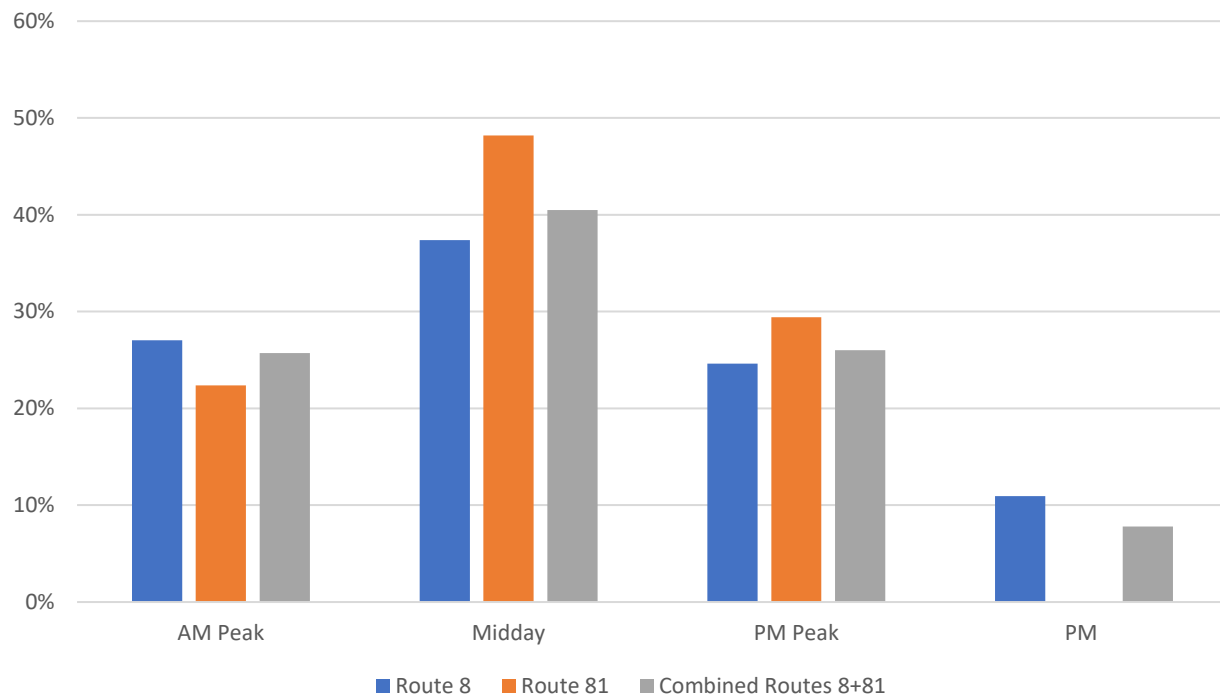
Figure 77: Share of Ridership by Day of the Week



By Time of Day

As shown in **Figure 78**, the majority of ridership on Routes 8 and 81 occurs during the midday, with less ridership in the AM and PM peak periods. This indicates that Routes 8 and 81 do not have significant commuter or student ridership, as is more common for other Transfort routes, and that most riders are likely using these routes to access services during the midday.

Figure 78: Share of Ridership by Route and Time of Day



For reference, Transfort time periods are defined as:

- AM Peak = 6:00 AM until 10:00 AM
- Midday = 10:00 AM until 3:00 PM
- PM Peak = 3:00 PM until 7:00 PM
- PM = 7:00 PM until 11:00 PM

RIDERSHIP PERFORMANCE

Ridership performance for Routes 8 and 81 is presented in this section in comparison to systemwide performance and local route performance (Transfort defines local routes as those that are oriented towards general public, non-CSU, within Fort Collins; non-local routes include those serving CSU, MAX, and the FLEX regional route). For most of this section 2019 data is used in order to show pre-COVID-19 conditions.

Table 13, **Figure 79**, and **Figure 80** show performance characteristics for Routes 8 and 81 in comparison to the entire Transfort system, as well as just the local routes. For Routes 8 and 81 together, productivity (per hour and per mile) and weekday boardings are higher than the local routes and systemwide averages.

Table 13: Performance Characteristics

Routes	Boardings per Hour		Boardings per Mile		Average Weekday Boardings	
	2019 Boardings per Hour	Compared to System Average	2019 Boardings per Mile	Compared to System Average	2019 Average Weekday Boardings	% of total system
Route 8	38.0	113%	3.7	137%	649	85%
Route 81	28.4	84%	2.8	104%	347	46%
Routes 8 + 81 Combined	34.6	103%	3.4	126%	996	131%
All Local Routes	23.0	68%	1.9	70%	365	48%
SYSTEMWIDE AVERAGES	33.7	100%	2.7	100%	762	100%

Figure 79: Average Weekday Boardings by Route (2019)

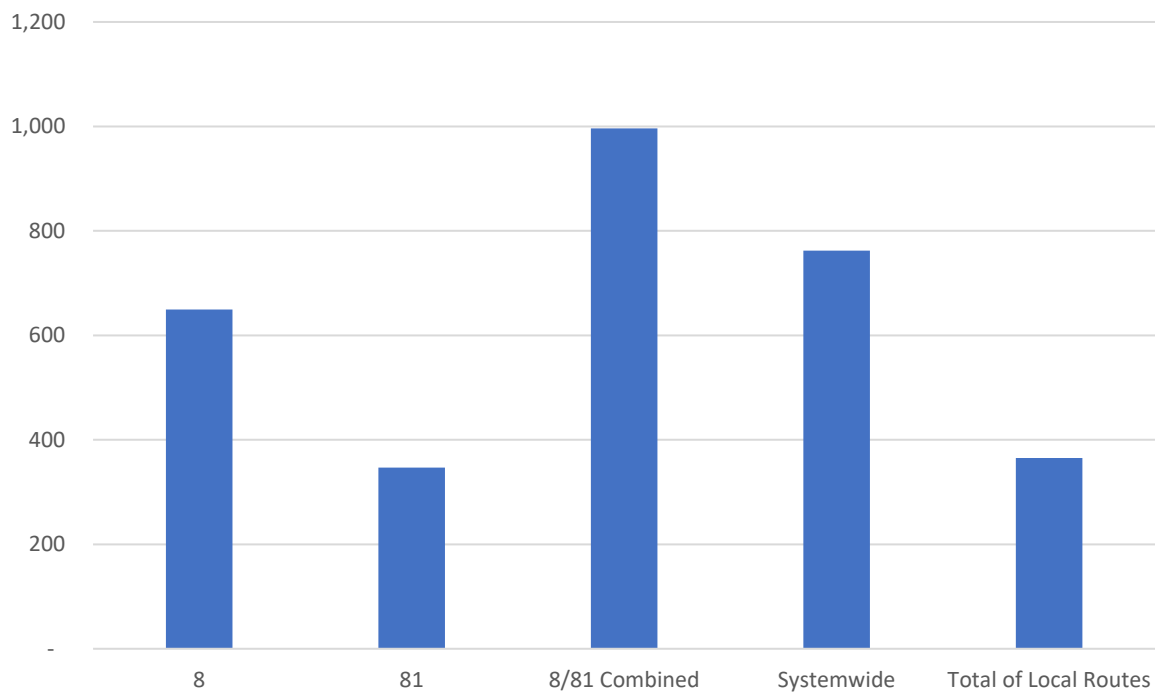
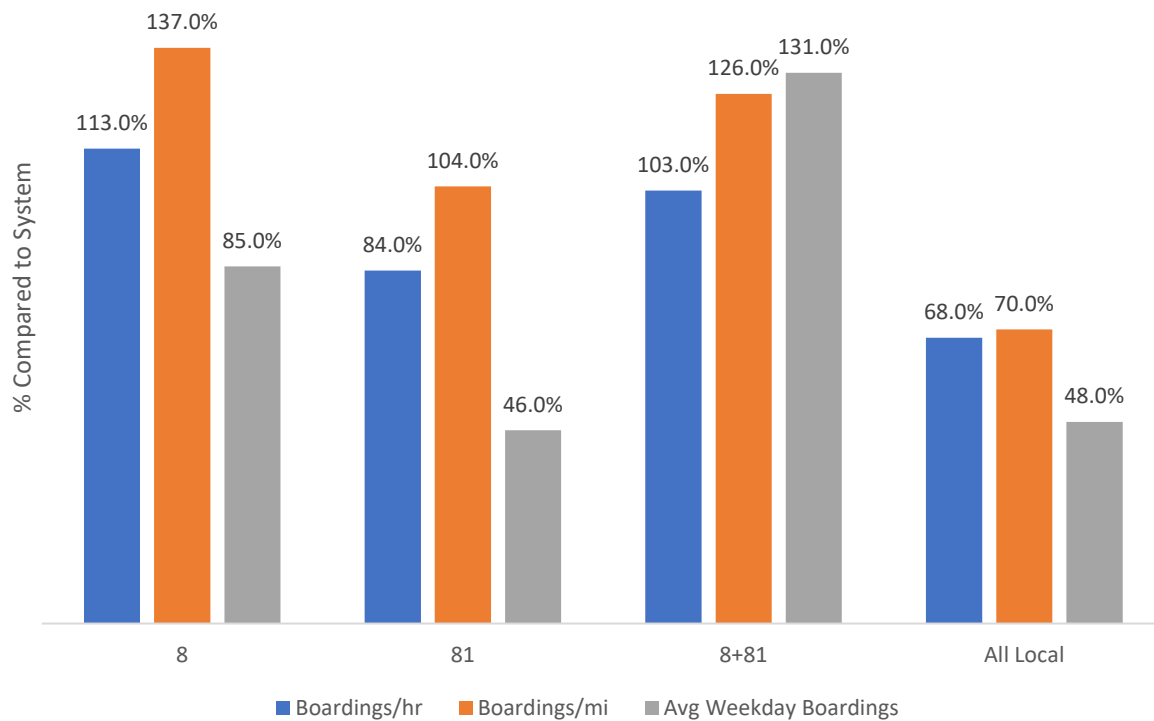


Figure 80: Chart of Operational Performance Compared to Systemwide



RIDERSHIP COMPARED TO SERVICE SUPPLIED

To understand how many vehicle service hours and vehicle service miles are supplied relative to ridership, a comparison of the pro rata percentage of ridership, hours, and miles for each route is shown in **Table 14** and **Source:** Transfort

. If all three percentages are equal, this indicates a route that produces equivalent ridership for the service hours and service miles provided. More effective routes, in terms of ridership per hour and per mile, deliver a higher percentage of ridership in comparison to their service hours or miles. Less effective routes deliver a lower percentage of ridership in comparison to their service hours or miles. Vehicle service hours and miles refer to the time and miles that each individual bus is active on a published route schedule. These metrics do not include the time and miles getting to and from the beginning and end of a route, driver breaks, training, or other non-published route service time and miles.

Table 14: Ridership Compared to Service Supplied

Routes	Ridership		Vehicle Service Hours		Vehicle Service Miles	
	Total 2019 Ridership	% of total system	Total 2019 Hours	% of total system	Total 2019 Miles	% of total system
Route 8	213,058	4.8%	5,602	4.2%	57,053	3.5%
Route 81	88,436	2.0%	3,119	2.4%	31,864	1.9%
Routes 8 + 81 Total	301,494	6.8%	8,721	6.6%	88,917	5.4%
All Local Routes	1,409,507	31.6%	61,223	46.3%	755,690	45.9%
SYSTEMWIDE	4,464,039	100%	132,288	100%	1,646,487	100%

Source: Transfort

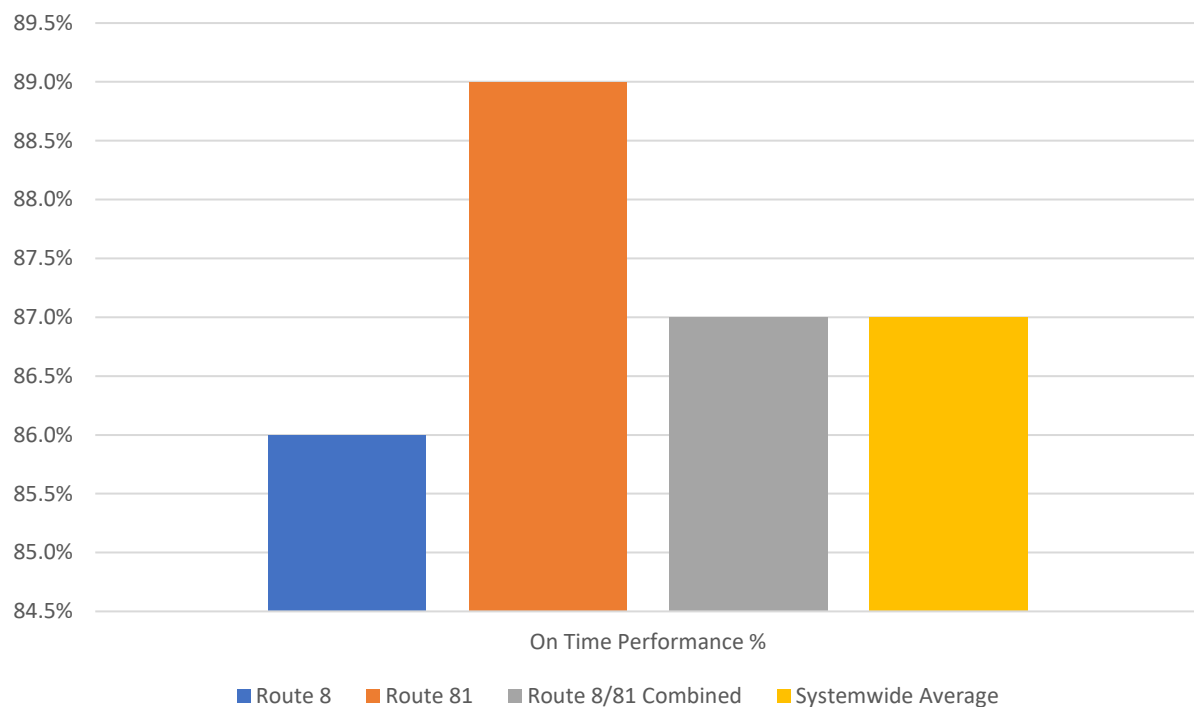
A review of **Table 14** shows that:

- Route 8 produces more ridership for its service supplied in hours and miles.
- Route 81 produces less ridership for hours supplied but similar ridership for miles supplied.
- Routes 8 and 81 combined produce slightly more ridership in comparison to hours supplied and more ridership in comparison to miles supplied.
- In comparison to systemwide totals, all local routes combined produce significantly less ridership for the service hours and service miles supplied – this is due to the heavily used CSU routes and MAX producing high levels of ridership that contribute more ridership than hours and miles supplied.

ONTIME PERFORMANCE

Figure 81 shows the on-time performance of Routes 8 and 81, which is the same as the system-wide average for the combined route performance.

Figure 81: Chart of On-time Performance



IMPACT OF COVID-19

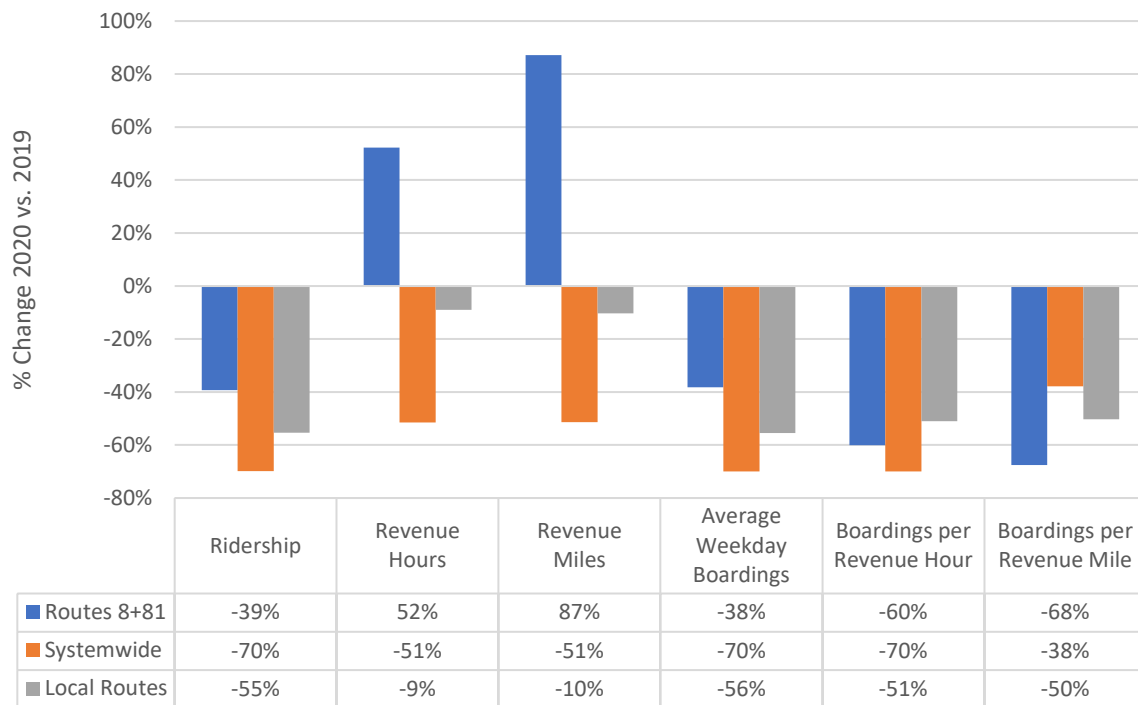
2019 vs. 2020

The COVID-19 pandemic reduced transit ridership across the country and Transfort was no exception.

Figure 82 shows the precipitous drop in ridership that happened in 2020 in comparison to 2019. In total, systemwide ridership for 2020 was 70% lower in comparison to 2019; however, it is notable that ridership on Routes 8 and 81 was only 39% lower, which could point to high transit dependence of Routes 8 and 81 riders who still needed to use the bus to access services in the North College Avenue area. It is also notable that Transfort had to add 52% more vehicle revenue hours and 87% more vehicle miles systemwide in 2020 in comparison to 2019 – according to Transfort staff, this was due to public health bus capacity restrictions combined with ridership that remained high. Transfort put extra buses in place throughout the day to accommodate the continued ridership demand while staying within the capacity restrictions.

With ongoing capacity restrictions, health guidance on avoiding crowds and smaller spaces, and continuing public pandemic fears, it is likely that the lower ridership numbers will continue throughout 2021 and 2022 – a full recovery back to 2019 ridership levels may take years.

Figure 82: Comparison of operational metrics (2019 vs. 2020)



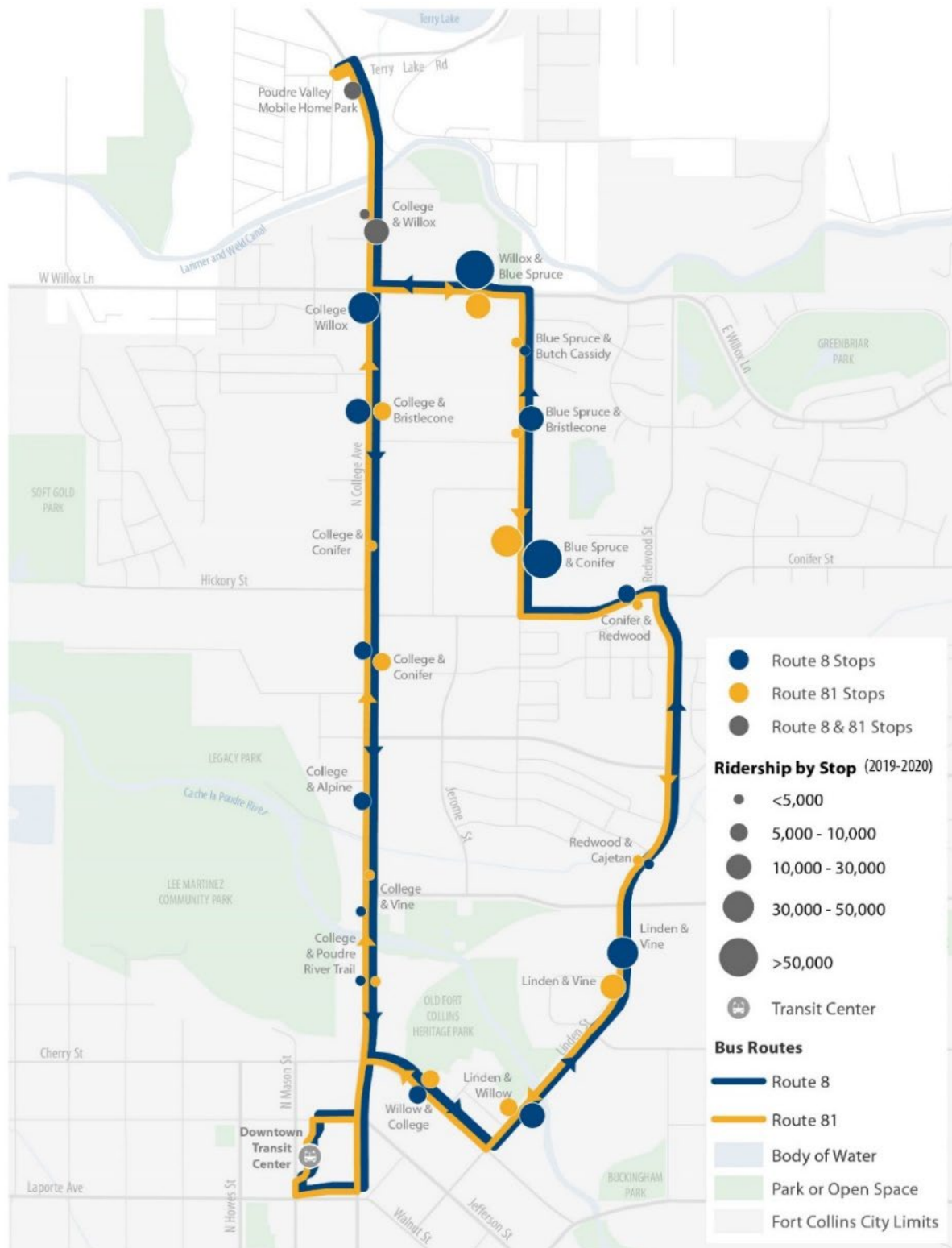
STOP LEVEL ANALYSIS

RIDERSHIP BY STOP

Figure 83 displays a map of ridership on Routes 8 and 81 by stop. The stops with the greatest ridership for these routes are located east of North College Avenue and are located near existing community services.

Figure 84 displays a map of Routes 8 and 81 and the locations of nearby community services for reference. **Figure 85** shows a chart of the ridership data by stop with boardings versus alightings separated.

Figure 83: Map of Ridership by Stop



Note: Ridership by stop data is the total ridership over a 24-month period from 2019 through 2020. The numbers displayed are the sum of boardings and alightings over this period.

Figure 84: Map of Community Services Located Near Routes 8 and 81

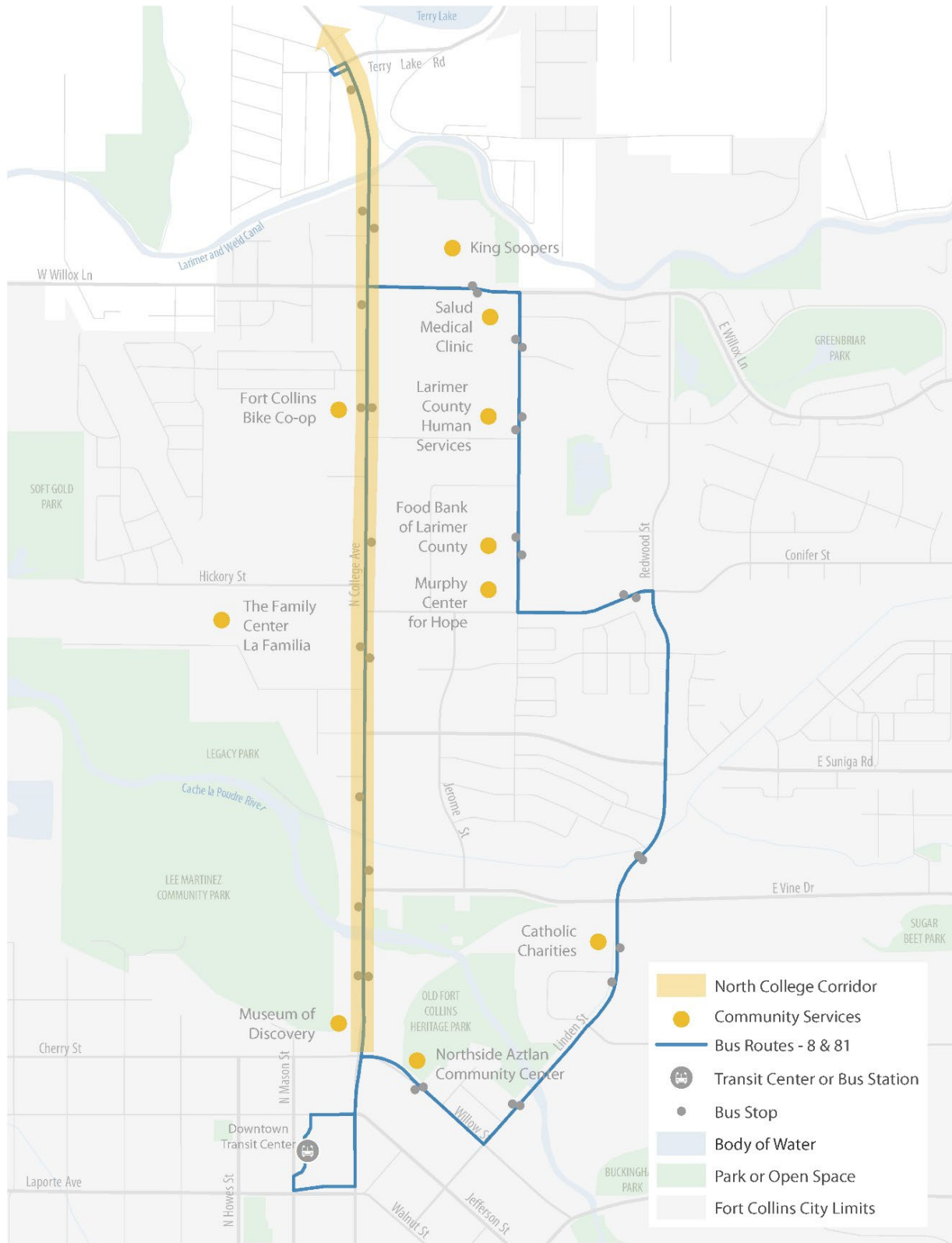
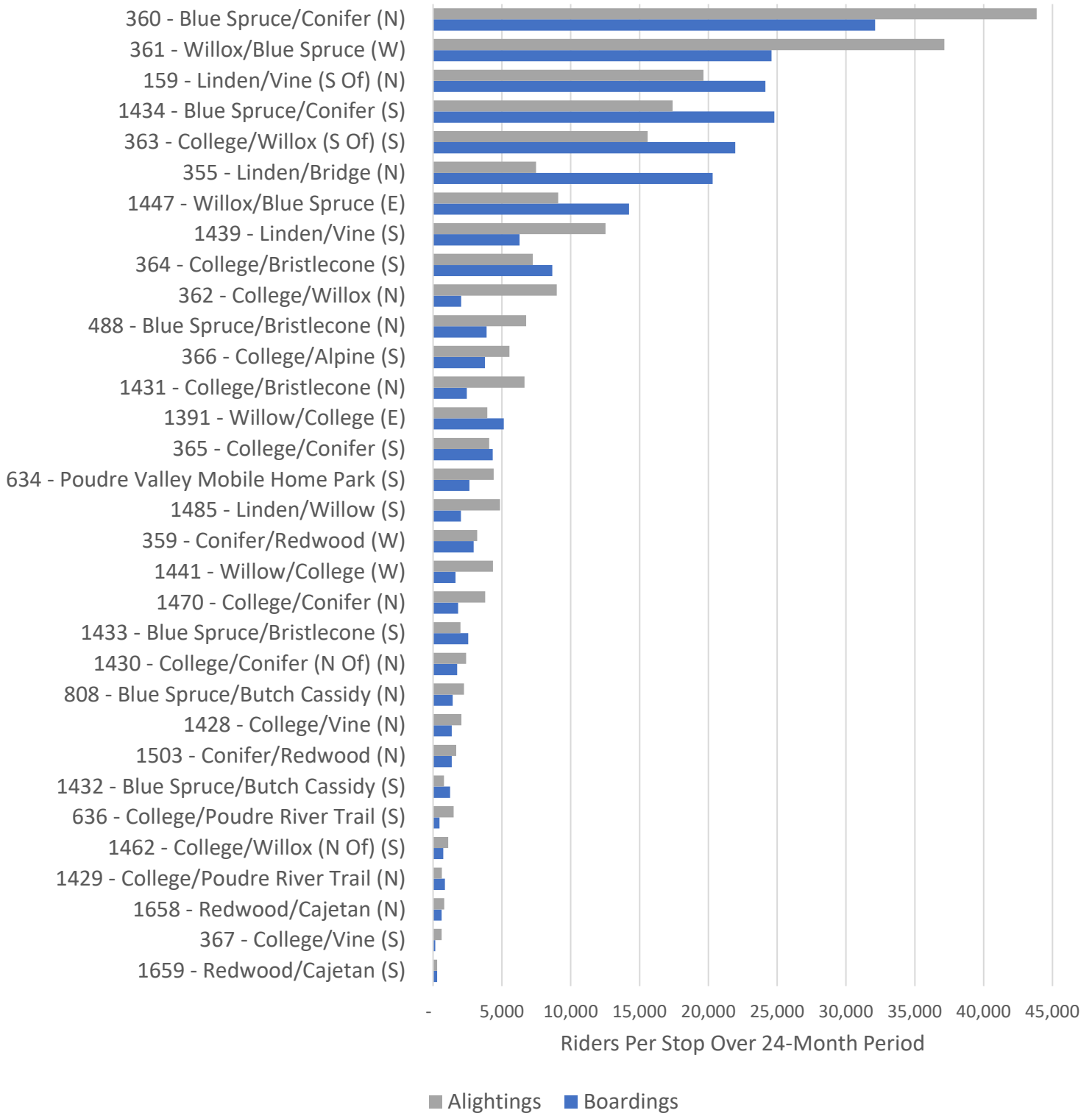


Figure 85: Ridership by Stop (2019-2020)



Note: Ridership by stop data is the total ridership over a 24-month period from 2019 through 2020.

ON-STREET FACILITIES

BUS STOPS AND AMENITIES

As shown in Table 15, the bus stops along North College Avenue have varying bus stop passenger amenities. Most stops have signage, a bench, and an ADA landing pad that is connected to sidewalk infrastructure. Most stops require the bus to stop in the bike lane with only three stops having dedicated bus pull-outs that allow the bus to fully get out of the travel lanes. Only three stops have bus shelters and only one stop has a bike rack.

Table 15: Amenities at Each Bus Stop

Stop	Signage	Bench	ADA Landing Pad	Bus Pull-out	Shelter	Bike Rack	Trash Can
1429 – College and Poudre River Trail	✓		✓				
1428 – College and Vine	✓		✓				
1470 – College and Conifer	✓	✓	✓				
1430 – College and N. of Conifer	✓	✓	✓				
1431 – College and Bristlecone	✓	✓	✓				
362 – College and Willox	✓		✓	✓			
634 – Poudre Valley Mobile Home Park	✓	✓	✓	✓	✓		
1462 – College and N. of Willox	✓		✓	✓			
363 – College and S. of Willox	✓	✓	✓		✓		✓
364 – College and Bristlecone	✓	✓	✓				
365 – College and Conifer	✓	✓	✓				
366 – College and Alpine	✓	✓	✓				
636 – College and Poudre River Trail	✓	✓	✓		✓	✓	✓

Figure 86: Image of a Typical Bus Stop on the Corridor

CURRENT NORTH TURN-AROUND

Both Routes 8 and 81 currently turn around in the Poudre Valley Mobile Home Park (PVMHP) parking lot. This is a challenging turn around for several reasons including that it is a relatively tight turn around requiring limited room for driver error; it mixes buses with vehicles going in many different directions within the PVMHP entrance without clear pavement markings; there is no bus stop within the PVMHP entrance – the stop is on College Avenue, south of the PVMHP; and there is relatively low ridership from the stop on North College Avenue, south of the PVMHP.

Figure 87: Current Route 8 and 81 Turn-around at Poudre Valley Mobile Home Park



RIDERSHIP PROFILE AND TRAVEL MARKETS

This chapter details the existing and potential future travel markets, based on recent surveys, existing rider characteristics, and identified new markets.

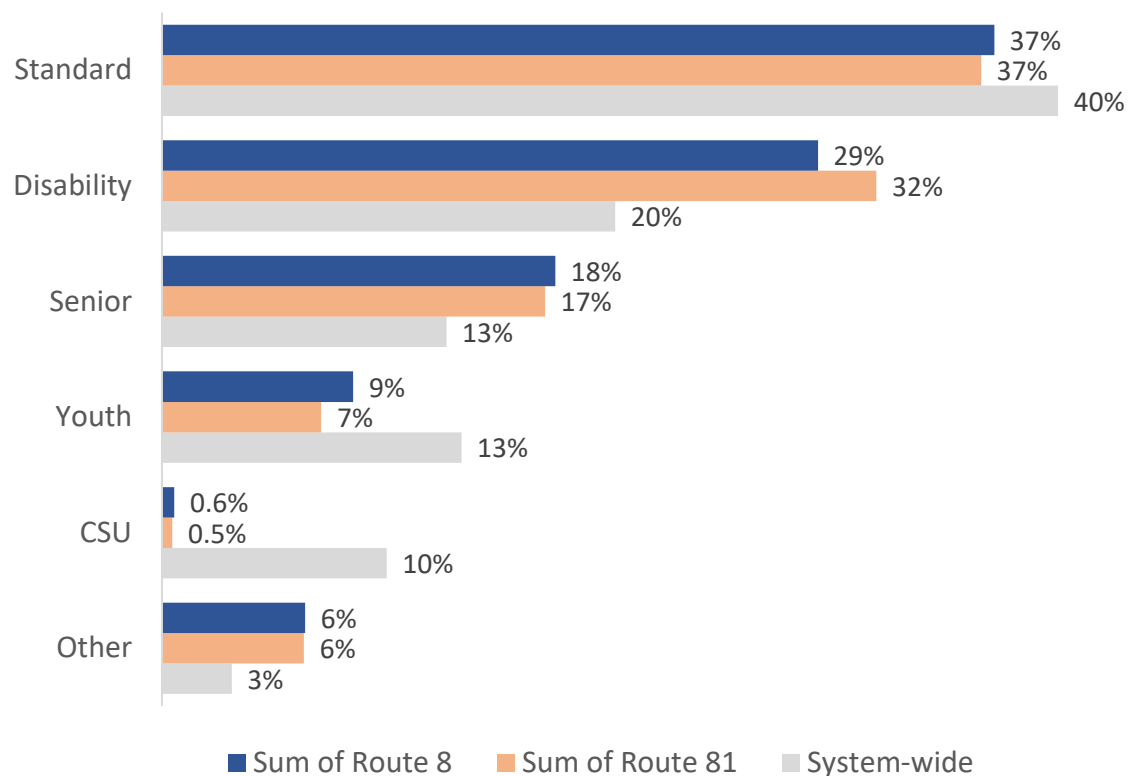
CURRENT RIDERS

FARE TYPES

The fare types used to ride Routes 8 and 81 differ noticeably from the Transfort system as a whole.

Figure 88 details the breakdown of fare types used on Routes 8 and 81 when compared to the averages for the entire Transfort system. A smaller share of riders pay standard (non-discounted fares), youth fares, and CSU affiliated fares on Routes 8 and 81 when compared to the system average. On Routes 8 and 81, a larger share of ridership pays discounted fares for seniors or people with a disability when compared to the system as a whole.

Figure 88: Comparison of Share of Fare Type



Data from 2019 annual farebox reporting.

PASSENGER SURVEY

Transfort has conducted several on-board surveys of their riders in recent years. The most comprehensive survey was the system-wide on-board survey conducted in 2017. In addition, Transfort conducted a survey of MAX and HORN riders in 2019 and another survey of a selection of routes, including Route 8, in 2018. This section displays results from the 2017 survey and includes any relevant

takeaways from the 2018 and 2019 surveys as well. A survey was also completed in 2021 but was not available for inclusion into this report.

Top Issues Identified

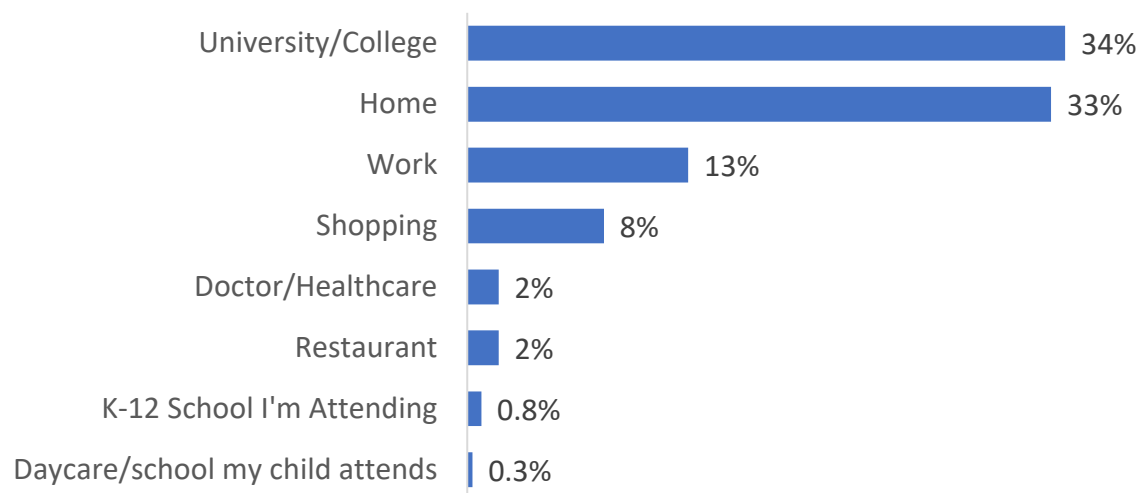
Across all three surveys (2017, 2018, and 2019) a few key issues were consistently noted as either needing improvement or reasons people do not take the bus more often. Across all of the surveys people identified they would like to see:

1. Increased frequency of buses (including on the MAX Route)
2. More routes and bus stops closer to their destinations
3. Extended operating hours (particularly late-night service)
4. Improved travel times and on-time performance
5. Fewer or more seamless transfers

Additional Data from Passenger Surveys

The results of the 2017 system-wide survey showed the most common destination for people riding the bus was a university or college. Home was the second most common destination. **Figure 89** shows the survey results for respondents' bus trip destinations. Considering less than 1% of Routes 8 and 81 riders pay CSU fares, compared to 10% system-wide, it is expected that the share of riders accessing a university or college on these routes is also significantly lower.

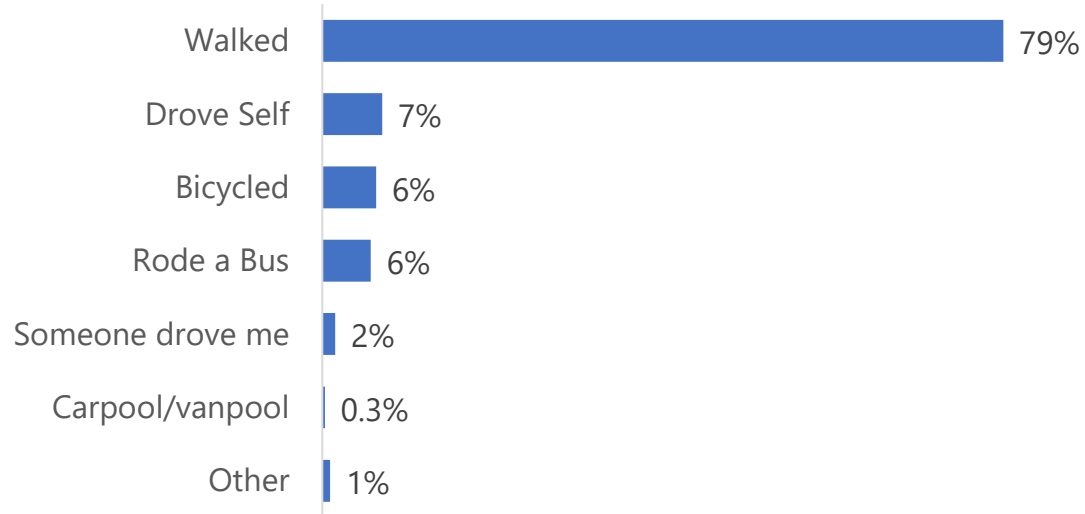
Figure 89: Survey Results for Trip Destination



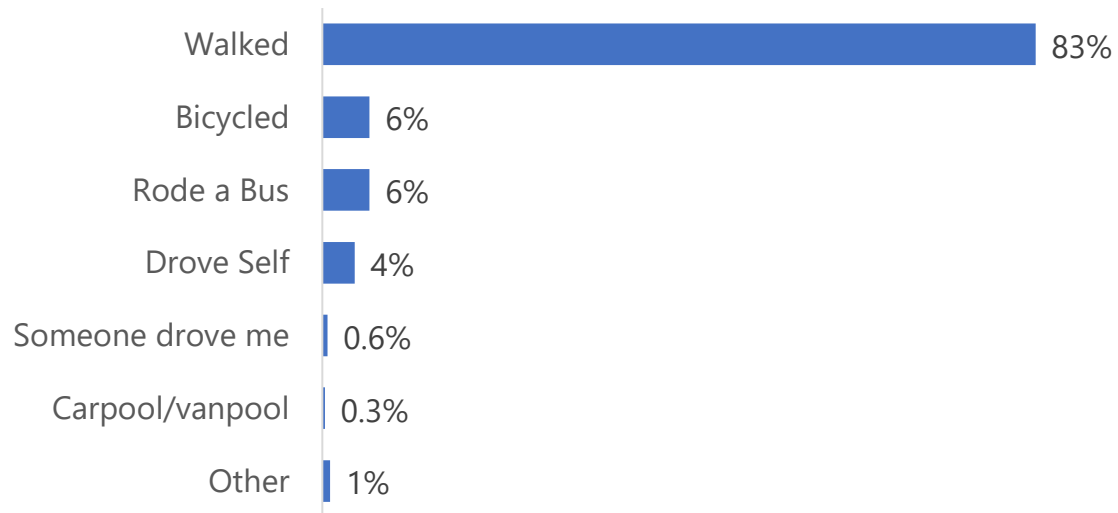
Data from Transfort 2017 Transit Passenger Survey

Across all of the surveys, the most common way that people accessed the bus, and got from the bus to their destination, was by walking. Walking was chosen by respondents more than ten times more than the other modes. **Figure 90** and

Figure 91 display the results of how riders accessed the bus and their final destinations.

Figure 90: Methods of Reaching the Bus Stop

Data from Transfort 2017 Transit Passenger Survey

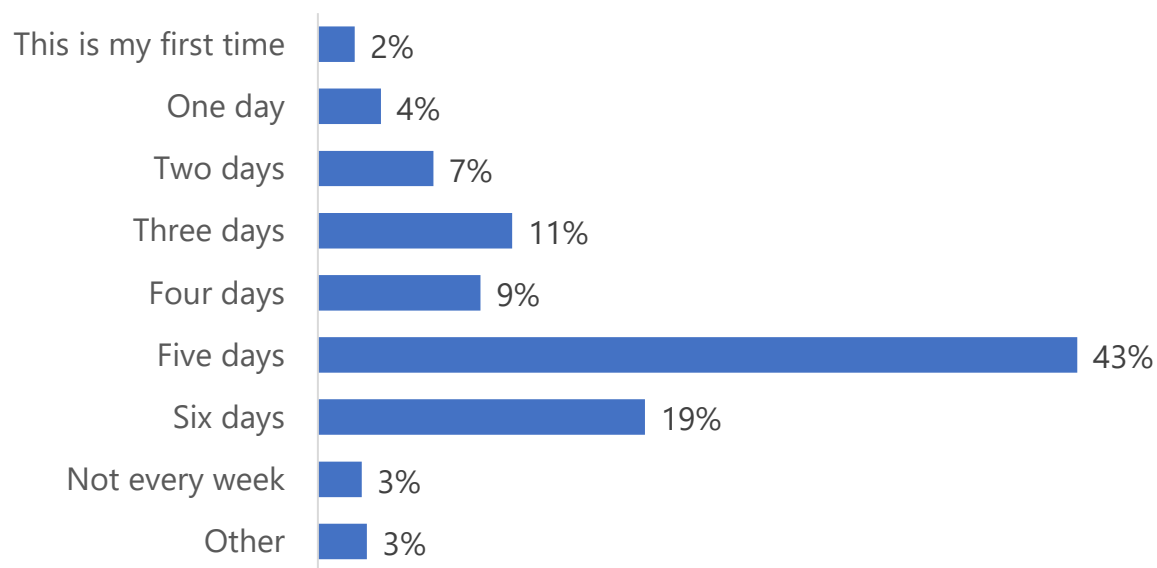
Figure 91: Methods of Reaching Final Destination

Data from Transfort 2017 Transit Passenger Survey

Respondents were also asked if their trip required transferring to another bus. Of survey respondents who needed to transfer to another bus for their trip, 3% said they needed to transfer to Route 8 and 5% responded they needed to transfer to Route 81. The route the greatest share of riders transferring to it was the MAX with 29% of respondents who were making transfers. Of riders transferring from MAX (from the 2019 MAX survey) only 2% were transferring to Route 8 and less than 1% transferring to Route 81.

Based on survey responses, the majority of Transfort riders in 2017 (67%) rode the bus five days a week or more. Only 2% of survey respondents were riding the bus for the first time. **Figure 92** shows how many days per week survey respondents rode the bus. This trend was also reported in the 2018 and 2019 surveys.

Figure 92: Number of Bus Rides Weekly



Data from Transfort 2017 Transit Passenger Survey

EXISTING TRAVEL MARKETS

Based on available travel market data and analysis, the existing travel markets include:

- People accessing social and human services along the Linden Street and Blue Spruce Drive corridors
- People who have a disability or use a mobility assistance device
- People who may rely on the bus as their primary transportation mode and have continued to ride the bus even during the pandemic
- People who may not be able to pay the cash fare or purchase a bus pass
- Older adults

It should be noted that individual riders may fall into two or more of these travel market categories. Compared to most other Transfort routes that have significant youth and CSU student ridership, the North College corridor existing travel markets do not include nearly as many youth or CSU riders.

Consideration of Student Housing in North College Area

The Outpost Fort Collins is a college student housing complex located at 530 Lupine Drive, within a half-mile of the North College corridor. The Outpost operates its own student shuttle to get residents from The Outpost to the CSU campus.

The shuttle operates Monday through Friday from 7:00 AM until 6:00 PM during the regular CSU school year and is operated through a service contract with Green Way Shuttles. One shuttle bus is operated between The Outpost and CSU with departures every 30 minutes in each direction.

While exact ridership numbers are not kept, The Outpost staff estimate that daily ridership is between 150 and 200.

TRANSIT ACCESS AND BARRIERS

The existing 8 and 81 Routes provide reliable and frequent transit access to the North College study area and provide connectivity to the Downtown Transit Center, where transfers can be made to Routes 5, 9, 10, 14, 18, 92, FLEX, MAX, and Bustang.

The identified access barriers include limited convenient access to southeast and southwest Fort Collins, where many retail, commercial, and health services are located; a direct and convenient connection to the CSU campus that does not require a transfer; and time-efficient trips to destinations east and west of downtown Fort Collins (current trips require significantly longer travel times than comparable car travel times).

FUTURE TRAVEL MARKETS

As the North College area continues to grow, develop, and redevelop, it is likely that new travel markets will develop including:

- ✓ CSU students living in the North College area and needing to get to/from campus.
- ✓ Commuters living in the North College area and needing to access jobs.
- ✓ People wanting to access existing and new businesses within the North College area including restaurants, retail shops, grocery stores, and car repair shops.
- ✓ Commuters coming from points further north and wanting to park and ride from the northern end of the North College corridor in order to get to jobs downtown or at CSU.

APPENDIX A

PEAK HOUR TRAFFIC COUNTS

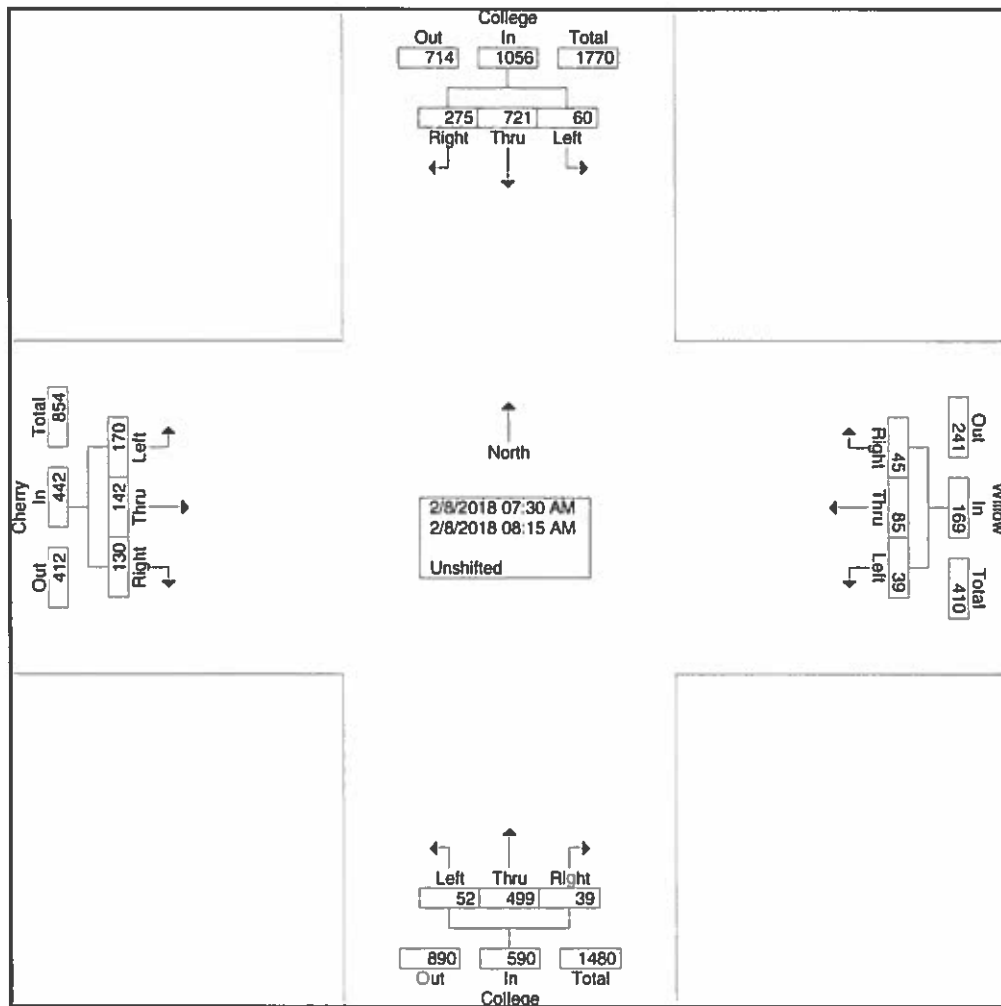
City of Fort Collins Traffic Operations
 626 Linden Street, PO Box 580
 Fort Collins, CO 80522-0580
Peak Hour Turning Movement Study

North/South Street: College
 East/West Street: Cherry/Willow
 Time: AM
 ICU Number: 40

File Name : College & Cherry-Willow 2-8-18
 Site Code : 00000040
 Start Date : 2/8/2018
 Page No : 1

Groups Printed- Unshifted

	College Southbound				Willow Westbound				College Northbound				Cherry Eastbound				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
07:30 AM	74	184	11	269	7	17	10	34	4	116	9	129	33	34	36	103	535
07:45 AM	83	188	19	290	18	26	8	52	11	139	14	164	51	40	70	161	667
Total	157	372	30	559	25	43	18	86	15	255	23	293	84	74	106	264	1202
08:00 AM	53	188	12	253	10	19	10	39	13	127	18	158	25	31	31	87	537
08:15 AM	65	161	18	244	10	23	11	44	11	117	11	139	21	37	33	91	518
Grand Total	275	721	60	1056	45	85	39	169	39	499	52	590	130	142	170	442	2257
Apprch %	26	68.3	5.7		26.6	50.3	23.1		6.6	84.6	8.8		29.4	32.1	38.5		
Total %	12.2	31.9	2.7	46.8	2	3.8	1.7	7.5	1.7	22.1	2.3	26.1	5.8	6.3	7.5	19.6	



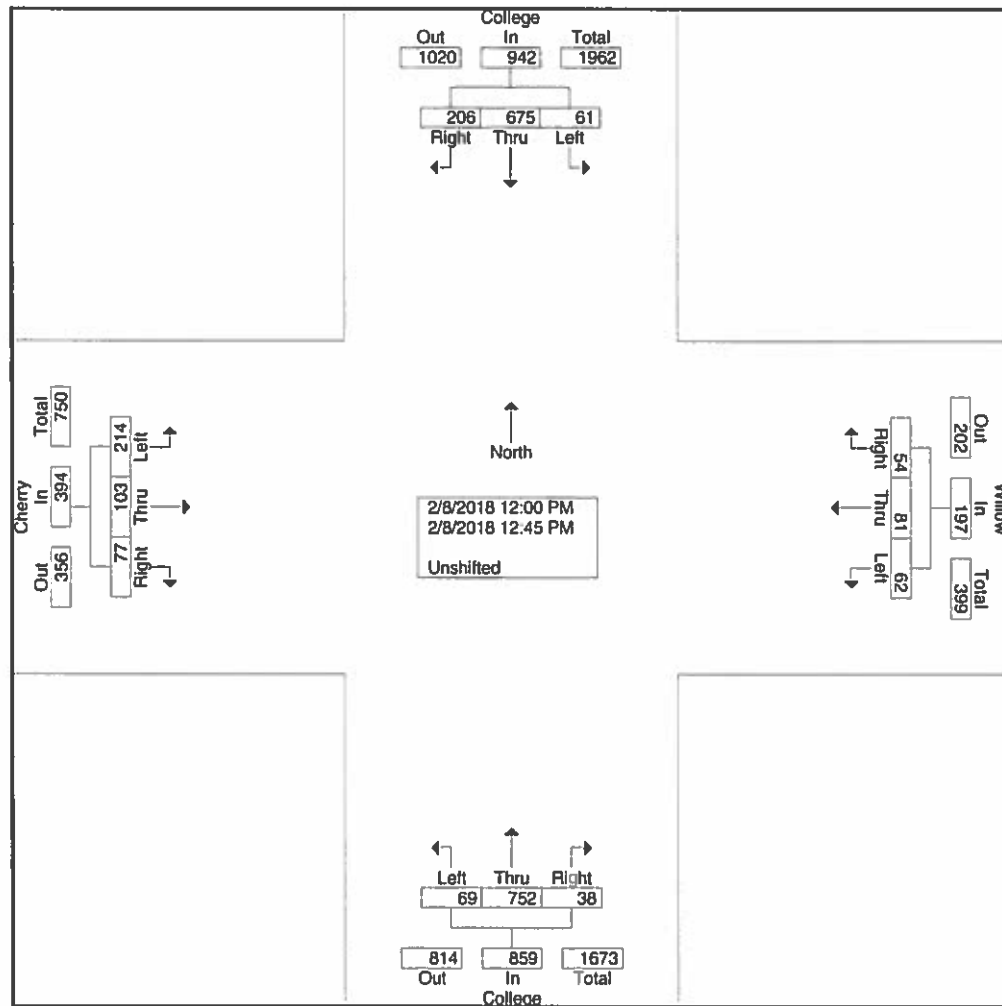
City of Fort Collins Traffic Operations
 626 Linden Street, PO Box 580
 Fort Collins, CO 80522-0580
Peak Hour Turning Movement Study

North/South Street: College
 East/West Street: Cherry/Willow
 Time: NN
 ICU Number: 40

File Name : College & Cherry-Willow 2-8-18
 Site Code : 00000040
 Start Date : 2/8/2018
 Page No : 1

Groups Printed- Unshifted

	College Southbound				Willow Westbound				College Northbound				Cherry Eastbound				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
12:00 PM	53	185	18	256	17	21	16	54	7	185	17	209	18	20	60	98	617
12:15 PM	47	167	8	222	12	23	14	49	10	207	17	234	18	34	53	105	610
12:30 PM	45	148	14	207	13	20	17	50	10	181	17	208	20	25	49	94	559
12:45 PM	61	175	21	257	12	17	15	44	11	179	18	208	21	24	52	97	606
Total	206	675	61	942	54	81	62	197	38	752	69	859	77	103	214	394	2392
Grand Total	206	675	61	942	54	81	62	197	38	752	69	859	77	103	214	394	2392
Apprch %	21.9	71.7	6.5		27.4	41.1	31.5		4.4	87.5	8		19.5	26.1	54.3		
Total %	8.6	28.2	2.6	39.4	2.3	3.4	2.6	8.2	1.6	31.4	2.9	35.9	3.2	4.3	8.9	16.5	



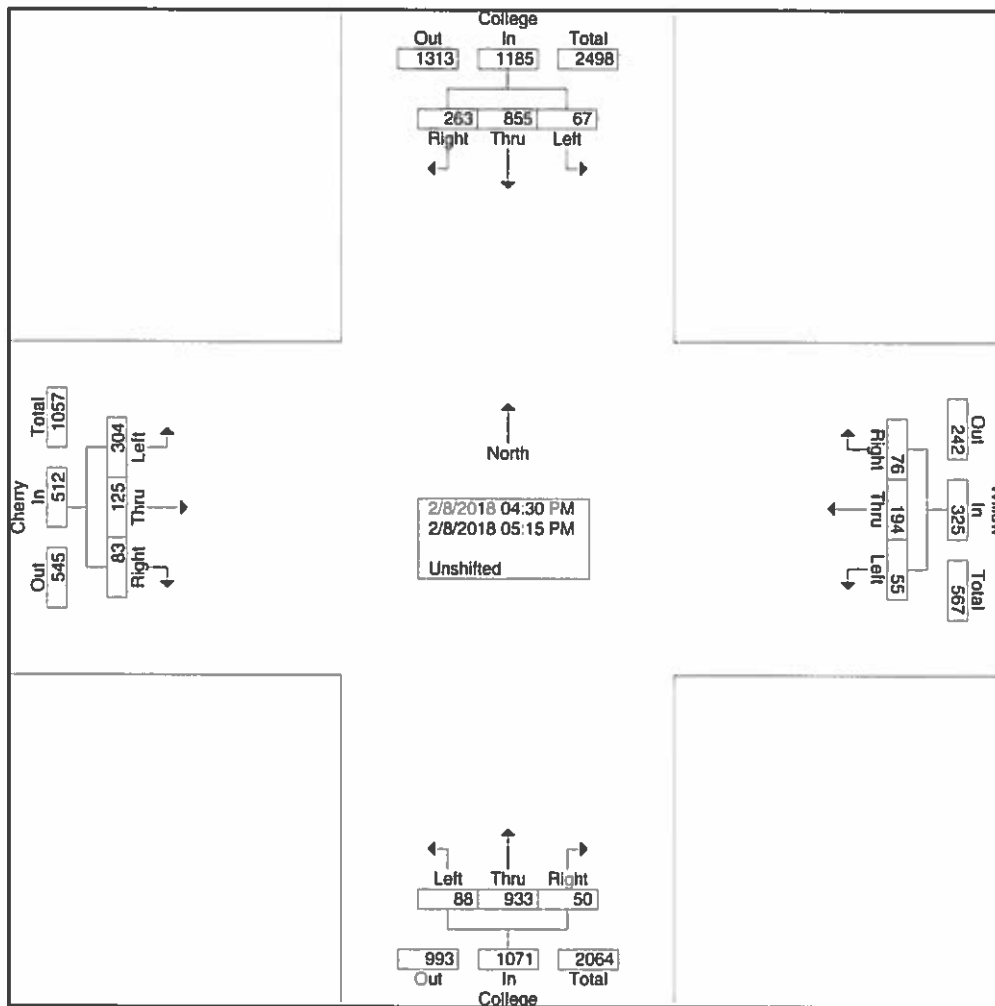
City of Fort Collins Traffic Operations
 626 Linden Street, PO Box 580
 Fort Collins, CO 80522-0580
Peak Hour Turning Movement Study

North/South Street: College
 East/West Street: Cherry/Willow
 Time: PM
 ICU Number: 40

File Name : College & Cherry-Willow 2-8-18
 Site Code : 00000040
 Start Date : 2/8/2018
 Page No : 1

Groups Printed- Unshifted

	College Southbound				Willow Westbound				College Northbound				Cherry Eastbound				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
04:30 PM	62	190	21	273	17	42	15	74	5	206	22	233	17	22	77	116	696
04:45 PM	66	221	18	305	20	45	18	83	18	256	17	291	19	36	52	107	786
Total	128	411	39	578	37	87	33	157	23	462	39	524	36	58	129	223	1482
05:00 PM	68	231	14	313	14	68	17	99	17	228	24	269	28	38	98	164	845
05:15 PM	67	213	14	294	25	39	5	69	10	243	25	278	19	29	77	125	766
Grand Total	263	855	67	1185	76	194	55	325	50	933	88	1071	83	125	304	512	3093
Approch %	22.2	72.2	5.7		23.4	59.7	16.9		4.7	87.1	8.2		16.2	24.4	59.4		
Total %	8.5	27.6	2.2	38.3	2.5	6.3	1.8	10.5	1.6	30.2	2.8	34.6	2.7	4	9.8	16.6	



City of Fort Collins Traffic Operations
 626 Linden Street, PO Box 580
 Fort Collins, CO 80522-0580
Peak Hour Turning Movement Study

North/South Street: College
 East/West Street: Cherry/Willow
 Time: PHF
 ICU Number: 40

File Name : College & Cherry-Willow 2-8-18
 Site Code : 00000040
 Start Date : 2/8/2018
 Page No : 1

	College Southbound				Willow Westbound				College Northbound				Cherry Eastbound				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
Peak Hour Analysis From 07:30 AM to 09:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:30 AM																	
07:30 AM	74	184	11	269	7	17	10	34	4	116	9	129	33	34	36	103	535
07:45 AM	83	188	19	290	18	26	8	52	11	139	14	164	51	40	70	161	667
08:00 AM	53	188	12	253	10	19	10	39	13	127	18	158	25	31	31	87	537
08:15 AM	65	161	18	244	10	23	11	44	11	117	11	139	21	37	33	91	518
Total Volume	275	721	60	1056	45	85	39	169	39	499	52	590	130	142	170	442	2257
% App. Total	26	68.3	5.7		26.6	50.3	23.1		6.6	84.6	8.8		29.4	32.1	38.5		
PHF	.828	.959	.789	.910	.625	.817	.886	.813	.750	.897	.722	.899	.637	.888	.607	.686	.846

Peak Hour Analysis From 10:00 AM to 01:45 PM - Peak 1 of 1

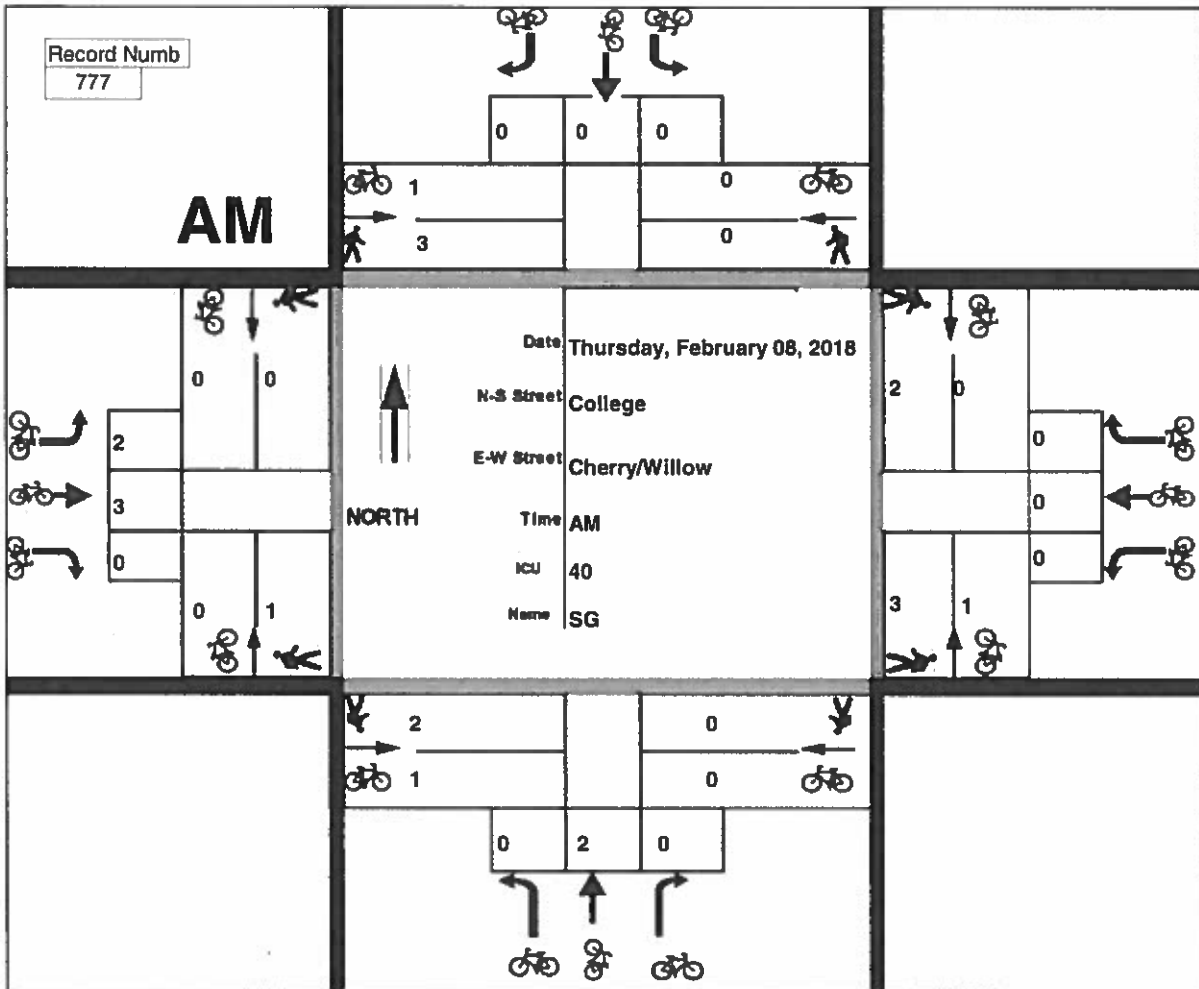
Peak Hour for Entire Intersection Begins at 12:00 PM

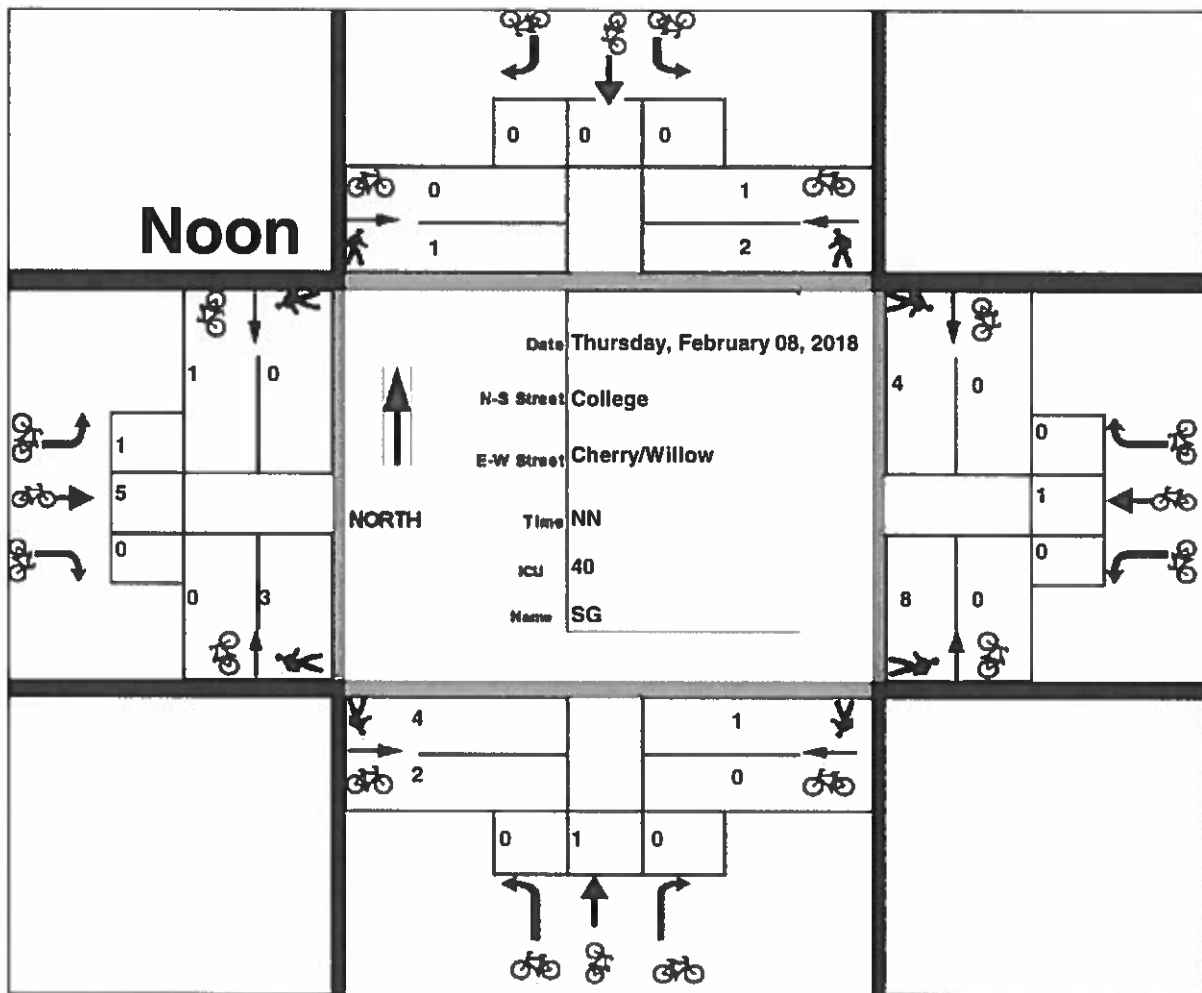
12:00 PM	53	185	18	256	17	21	16	54	7	185	17	209	18	20	60	98	617
12:15 PM	47	167	8	222	12	23	14	49	10	207	17	234	18	34	53	105	610
12:30 PM	45	148	14	207	13	20	17	50	10	181	17	208	20	25	49	94	559
12:45 PM	61	175	21	257	12	17	15	44	11	179	18	208	21	24	52	97	606
Total Volume	206	675	61	942	54	81	62	197	38	752	69	859	77	103	214	394	2392
% App. Total	21.9	71.7	6.5		27.4	41.1	31.5		4.4	87.5	8		19.5	26.1	54.3		
PHF	.844	.912	.726	.916	.794	.880	.912	.912	.864	.908	.958	.918	.917	.757	.892	.938	.969

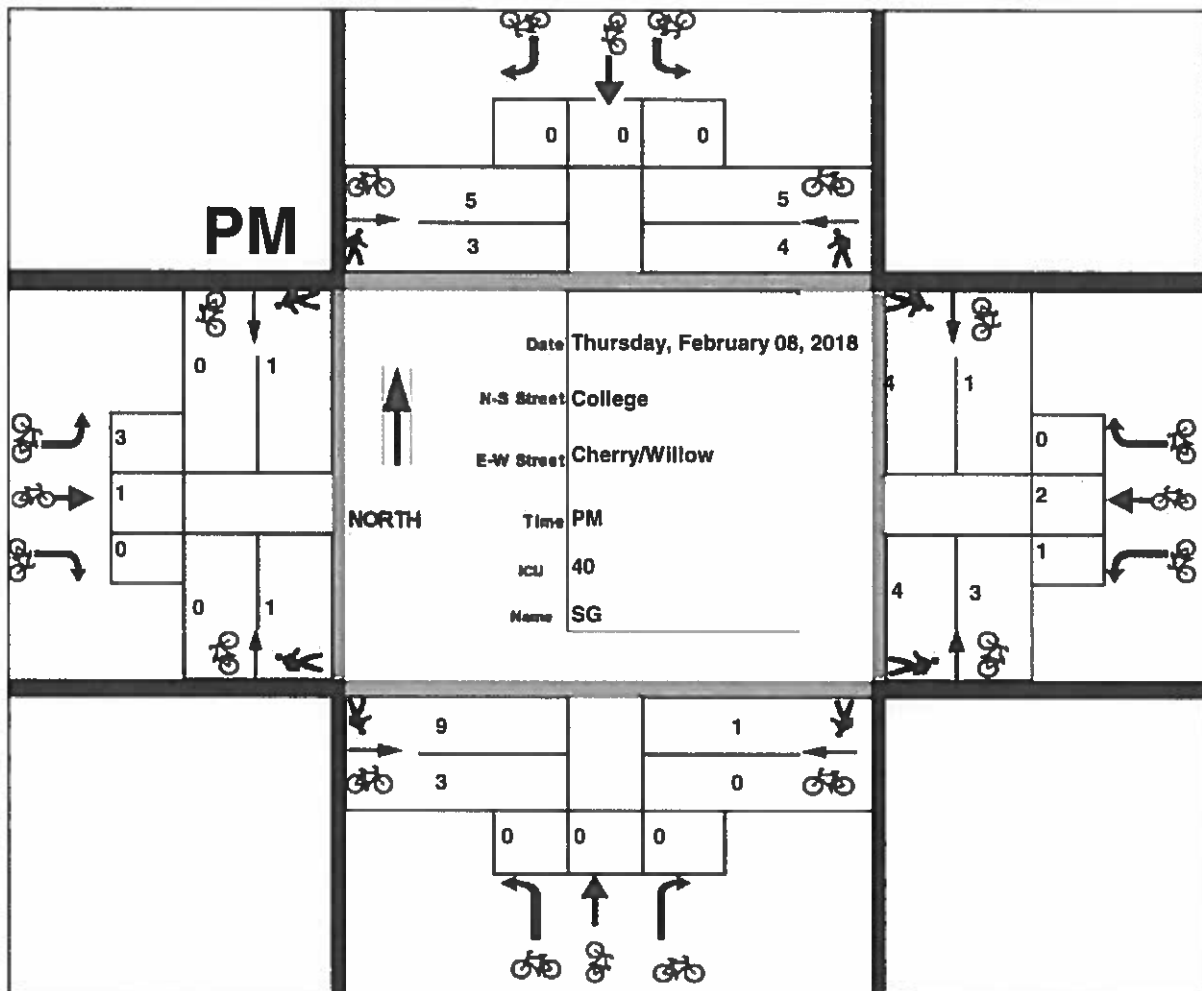
Peak Hour Analysis From 02:00 PM to 05:15 PM - Peak 1 of 1

Peak Hour for Entire Intersection Begins at 04:30 PM

04:30 PM	62	190	21	273	17	42	15	74	5	206	22	233	17	22	77	116	696
04:45 PM	66	221	18	305	20	45	18	83	18	256	17	291	19	36	52	107	786
05:00 PM	68	231	14	313	14	68	17	99	17	228	24	269	28	38	98	164	845
05:15 PM	67	213	14	294	25	39	5	69	10	243	25	278	19	29	77	125	766
Total Volume	263	855	67	1185	76	194	55	325	50	933	88	1071	83	125	304	512	3093
% App. Total	22.2	72.2	5.7		23.4	59.7	16.9		4.7	87.1	8.2		16.2	24.4	59.4		
PHF	.967	.925	.798	.946	.760	.713	.764	.821	.694	.911	.880	.920	.741	.822	.776	.780	.915







City of Fort Collins Traffic Operations

626 Linden Street, PO Box 580

Fort Collins, CO 80522-0580

Peak Hour Turning Movement Study

North/South Street: College

East/West Street: Conifer

Time: AM

ICU Number: 74

File Name : College & Conifer 2-6-18

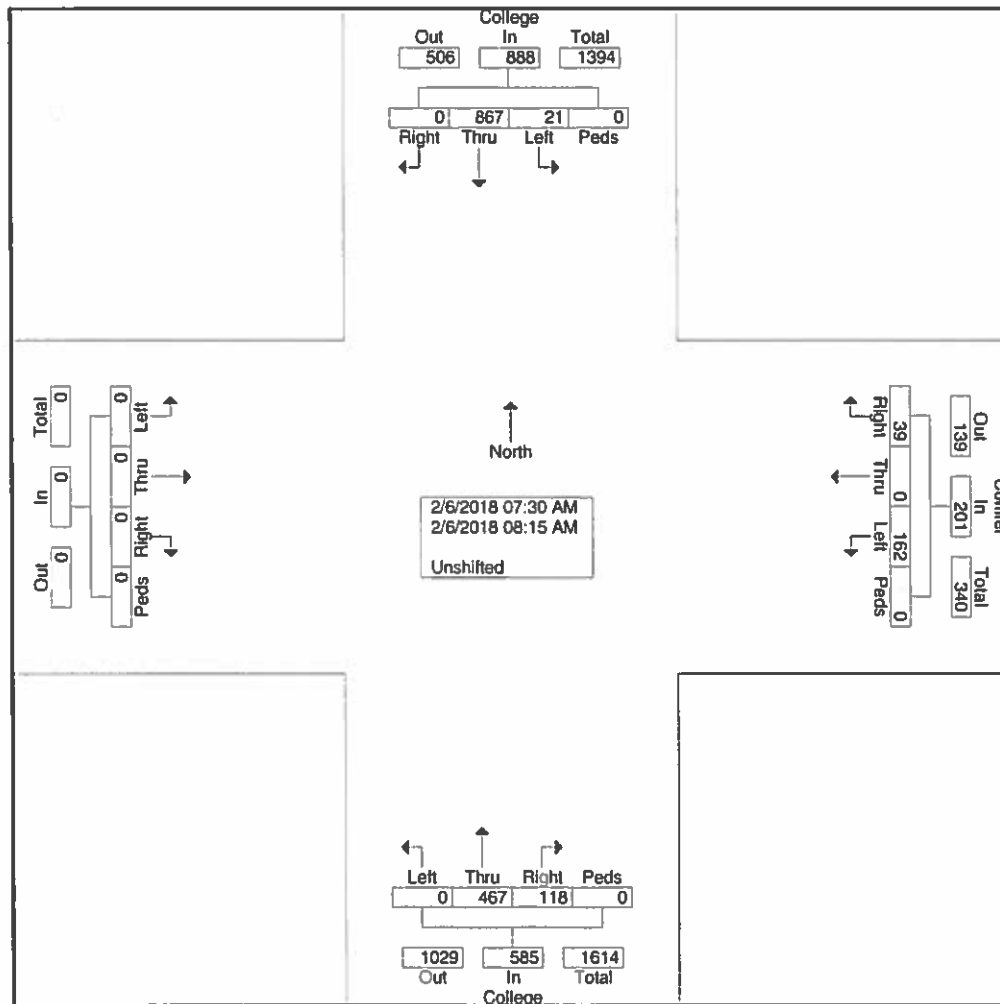
Site Code : 00000074

Start Date : 2/6/2018

Page No : 1

Groups Printed- Unshifted

Start Time	College Southbound					Conifer Westbound					College Northbound					Eastbound					Int. Total
	Right	Thru	Left	Peds	App Total	Right	Thru	Left	Peds	App Total	Right	Thru	Left	Peds	App Total	Right	Thru	Left	Peds	App Total	
07:30 AM	0	256	5	0	261	8	0	48	0	56	28	113	0	0	141	0	0	0	0	0	458
07:45 AM	0	237	8	0	245	15	0	38	0	53	42	144	0	0	186	0	0	0	0	0	484
Total	0	493	13	0	506	23	0	86	0	109	70	257	0	0	327	0	0	0	0	0	942
08:00 AM	0	187	6	0	193	9	0	35	0	44	24	107	0	0	131	0	0	0	0	0	368
08:15 AM	0	187	2	0	189	7	0	41	0	48	24	103	0	0	127	0	0	0	0	0	364
Grand Total	0	667	21	0	888	39	0	162	0	201	118	467	0	0	585	0	0	0	0	0	1674
Apprch %	0	97.6	2.4	0		19.4	0	80.6	0		20.2	79.8	0	0		0	0	0	0	0	
Total %	0	51.8	1.3	0	53	2.3	0	9.7	0	12	7	27.9	0	0	34.9	0	0	0	0	0	



City of Fort Collins Traffic Operations

626 Linden Street, PO Box 580

Fort Collins, CO 80522-0580

Peak Hour Turning Movement Study

North/South Street: College

East/West Street: Conifer

Time: NN

ICU Number: 74

File Name : College & Conifer 2-6-18

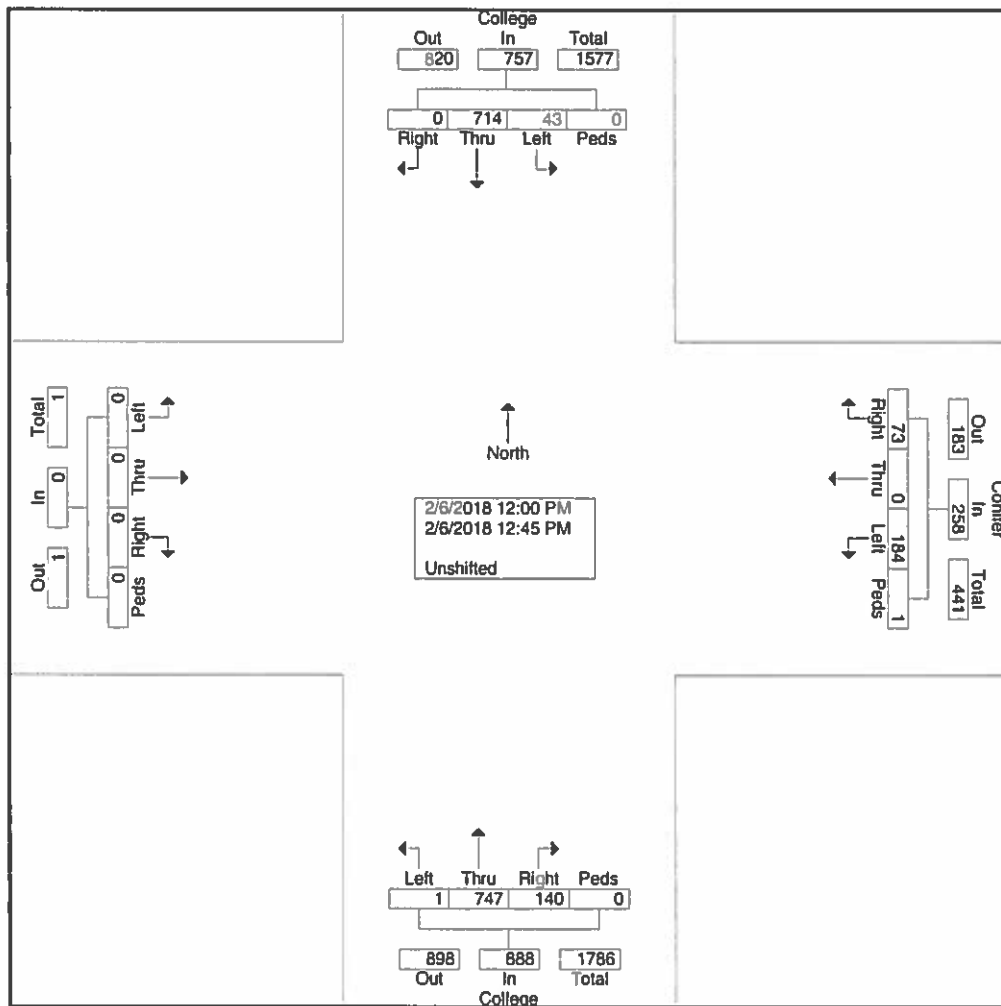
Site Code : 00000074

Start Date : 2/6/2018

Page No : 1

Groups Printed- Unshifted

Start Time	College Southbound					Conifer Westbound					College Northbound					Eastbound					Int. Total
	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	
12:00 PM	0	189	11	0	200	22	0	57	1	80	44	209	1	0	254	0	0	0	0	0	534
12:15 PM	0	190	10	0	200	16	0	31	0	47	31	179	0	0	210	0	0	0	0	0	457
12:30 PM	0	176	10	0	186	14	0	52	0	66	29	169	0	0	198	0	0	0	0	0	450
12:45 PM	0	159	12	0	171	21	0	44	0	65	36	190	0	0	226	0	0	0	0	0	462
Total	0	714	43	0	757	73	0	184	1	258	140	747	1	0	888	0	0	0	0	0	1903
Grand Total	0	714	43	0	757	73	0	184	1	258	140	747	1	0	888	0	0	0	0	0	1903
Apprch %	0	94.3	5.7	0		28.3	0	71.3	0.4		15.8	84.1	0.1	0		0	0	0	0	0	
Total %	0	37.5	2.3	0	39.8	3.8	0	9.7	0.1	13.6	7.4	39.3	0.1	0	46.7	0	0	0	0	0	



City of Fort Collins Traffic Operations

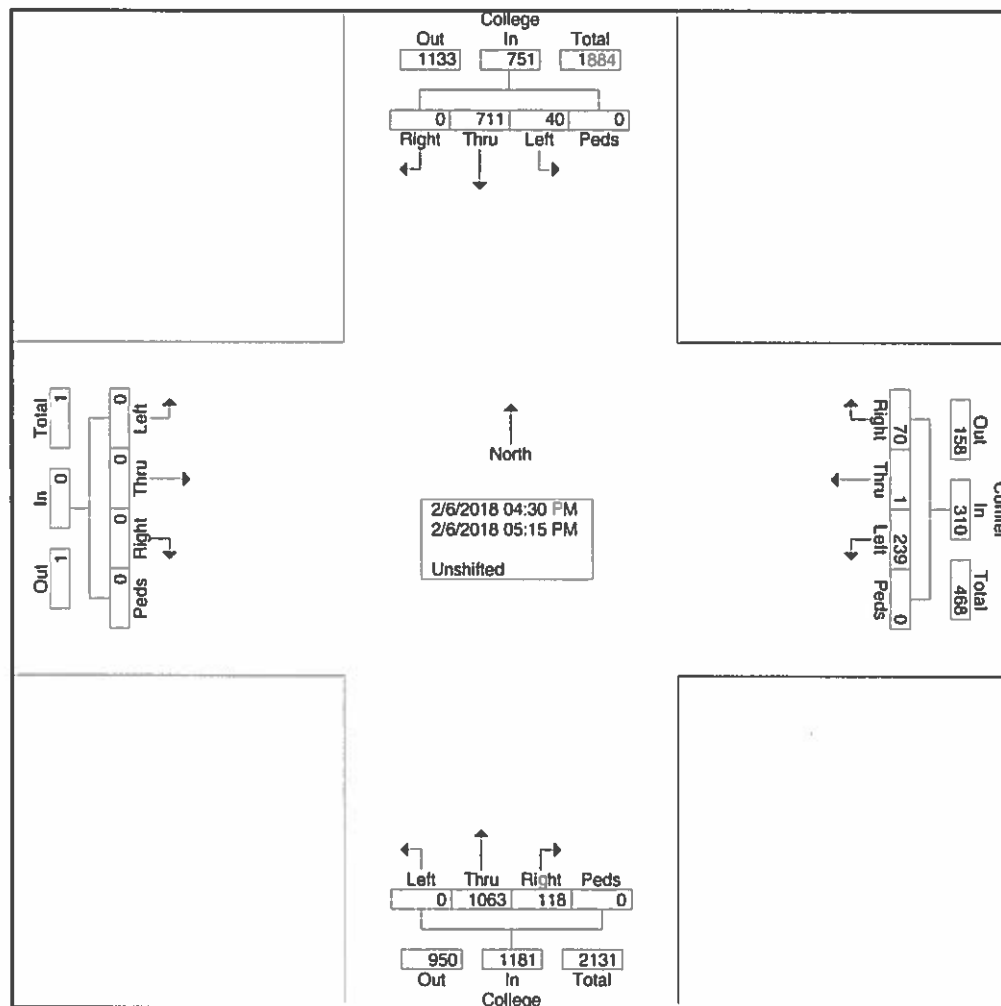
626 Linden Street, PO Box 580
Fort Collins, CO 80522-0580
Peak Hour Turning Movement Study

North/South Street: College
East/West Street: Conifer
Time: PM
ICU Number: 74

File Name : College & Conifer 2-6-18
Site Code : 00000074
Start Date : 2/6/2018
Page No : 1

Groups Printed- Unshifted

	College Southbound					Conifer Westbound					College Northbound					Eastbound					
Start Time	Right	Thru	Left	Peds	App Total	Right	Thru	Left	Peds	App Total	Right	Thru	Left	Peds	App Total	Right	Thru	Left	Peds	App Total	Int. Total
04:30 PM	0	191	13	0	204	17	0	71	0	88	26	233	0	0	259	0	0	0	0	0	551
04:45 PM	0	173	6	0	179	13	0	45	0	58	27	247	0	0	274	0	0	0	0	0	511
Total	0	364	19	0	383	30	0	116	0	146	53	480	0	0	533	0	0	0	0	0	1062
05:00 PM	0	179	15	0	194	16	1	62	0	79	39	295	0	0	334	0	0	0	0	0	607
05:15 PM	0	168	6	0	174	24	0	61	0	85	26	288	0	0	314	0	0	0	0	0	573
Grand Total	0	711	40	0	751	70	1	239	0	310	118	1063	0	0	1181	0	0	0	0	0	2242
Apprch %	0	94.7	5.3	0		22.6	0.3	77.1	0		10	90	0	0		0	0	0	0		
Total %	0	31.7	1.8	0	33.5	3.1	0	10.7	0	13.8	5.3	47.4	0	0	52.7	0	0	0	0	0	

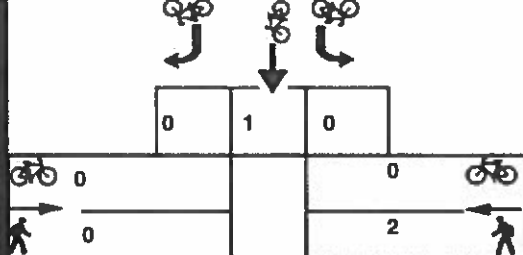
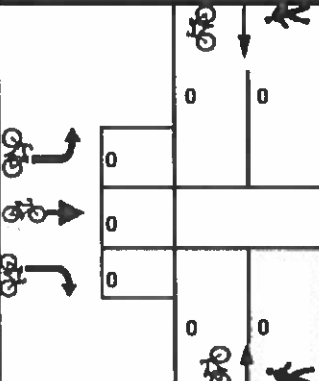
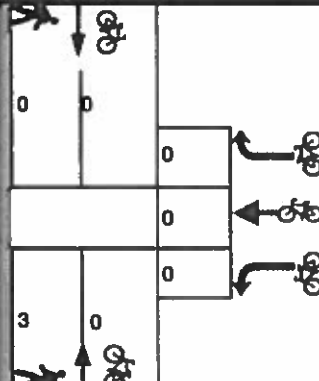
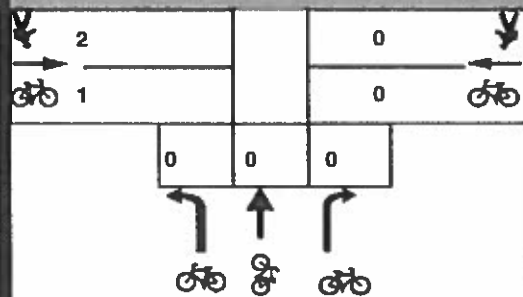


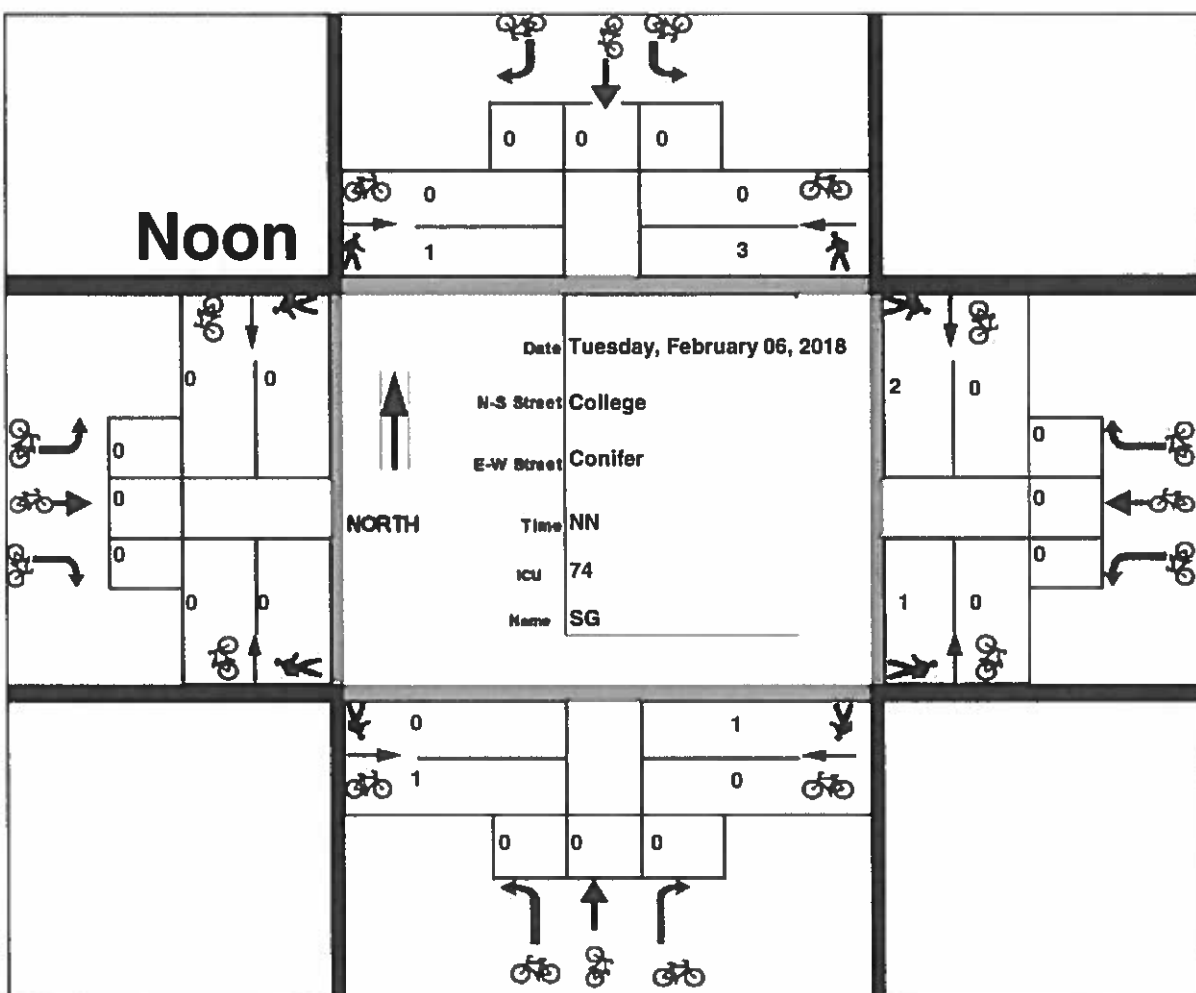
City of Fort Collins Traffic Operations
 626 Linden Street, PO Box 580
 Fort Collins, CO 80522-0580
Peak Hour Turning Movement Study

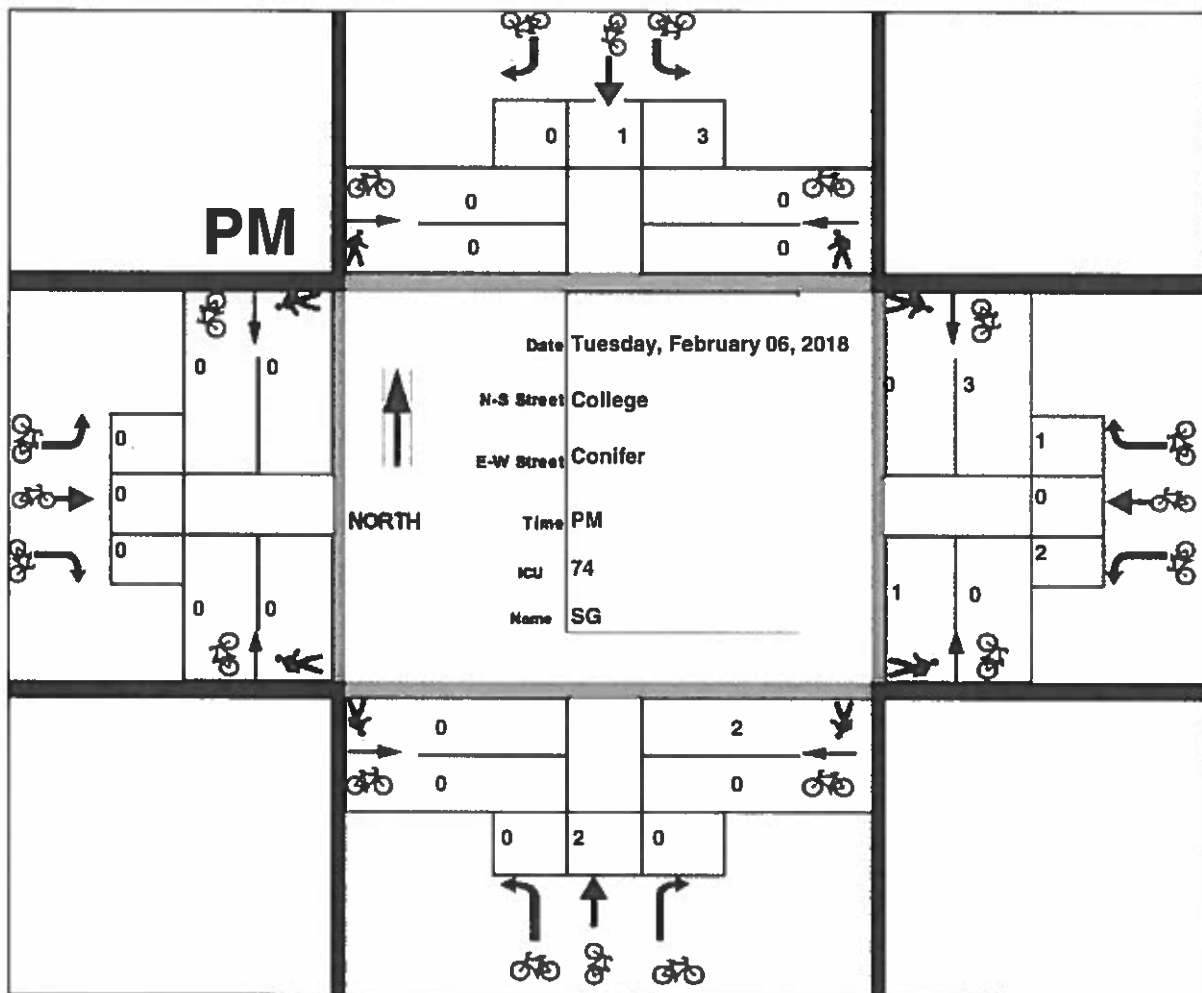
North/South Street: College
 East/West Street: Conifer
 Time: PHF
 ICU Number: 74

File Name : College & Conifer 2-6-18
 Site Code : 00000074
 Start Date : 2/6/2018
 Page No : 1

	College Southbound					Conifer Westbound					College Northbound					Eastbound					
Start Time	Right	Thru	Left	Peds	App Total	Right	Thru	Left	Peds	App Total	Right	Thru	Left	Peds	App Total	Right	Thru	Left	Peds	App Total	Int. Total
Peak Hour Analysis From 07:30 AM to 09:45 AM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 07:30 AM																					
07:30 AM	0	256	5	0	261	8	0	48	0	56	28	113	0	0	141	0	0	0	0	0	458
07:45 AM	0	237	8	0	245	15	0	38	0	53	42	144	0	0	186	0	0	0	0	0	484
08:00 AM	0	187	6	0	193	9	0	35	0	44	24	107	0	0	131	0	0	0	0	0	368
08:15 AM	0	187	2	0	189	7	0	41	0	48	24	103	0	0	127	0	0	0	0	0	364
Total Volume	0	867	21	0	888	39	0	162	0	201	118	467	0	0	585	0	0	0	0	0	1674
% App. Total	0	97.6	2.4	0		19.4	0	80.6	0		20.2	79.8	0	0		0	0	0	0		
PHF	.000	.847	.656	.000	.851	.650	.000	.844	.000	.897	.702	.811	.000	.000	.786	.000	.000	.000	.000	.000	.865
Peak Hour Analysis From 10:00 AM to 01:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 12:00 PM																					
12:00 PM	0	189	11	0	200	22	0	57	1	80	44	209	1	0	254	0	0	0	0	0	534
12:15 PM	0	190	10	0	200	16	0	31	0	47	31	179	0	0	210	0	0	0	0	0	457
12:30 PM	0	176	10	0	186	14	0	52	0	66	29	169	0	0	198	0	0	0	0	0	450
12:45 PM	0	159	12	0	171	21	0	44	0	65	36	190	0	0	226	0	0	0	0	0	462
Total Volume	0	714	43	0	757	73	0	184	1	258	140	747	1	0	888	0	0	0	0	0	1903
% App. Total	0	94.3	5.7	0		28.3	0	71.3	0.4		15.8	84.1	0.1	0		0	0	0	0		
PHF	.000	.939	.896	.000	.946	.830	.000	.807	.250	.806	.795	.894	.250	.000	.874	.000	.000	.000	.000	.000	.891
Peak Hour Analysis From 02:00 PM to 05:15 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 04:30 PM																					
04:30 PM	0	191	13	0	204	17	0	71	0	88	26	233	0	0	259	0	0	0	0	0	551
04:45 PM	0	173	6	0	179	13	0	45	0	58	27	247	0	0	274	0	0	0	0	0	511
05:00 PM	0	179	15	0	194	16	1	62	0	79	39	295	0	0	334	0	0	0	0	0	607
05:15 PM	0	168	6	0	174	24	0	61	0	85	26	288	0	0	314	0	0	0	0	0	573
Total Volume	0	711	40	0	751	70	1	239	0	310	118	1063	0	0	1181	0	0	0	0	0	2242
% App. Total	0	94.7	5.3	0		22.6	0.3	77.1	0		10	90	0	0		0	0	0	0		
PHF	.000	.931	.667	.000	.920	.729	.250	.842	.000	.881	.756	.901	.000	.000	.884	.000	.000	.000	.000	.000	.923

<div style="border: 1px solid black; padding: 2px; margin-bottom: 10px;"> Record Numb 778 </div> <div style="font-size: 2em; font-weight: bold; text-align: center;">AM</div>		
	<div style="display: flex; align-items: center; justify-content: center;"> <div> <p>NORTH</p> <p>Date: Tuesday, February 06, 2018</p> <p>N-S Street: College</p> <p>E-W Street: Conifer</p> <p>Time: AM</p> <p>ICU: 74</p> <p>Name: SG</p> </div> </div>	
		





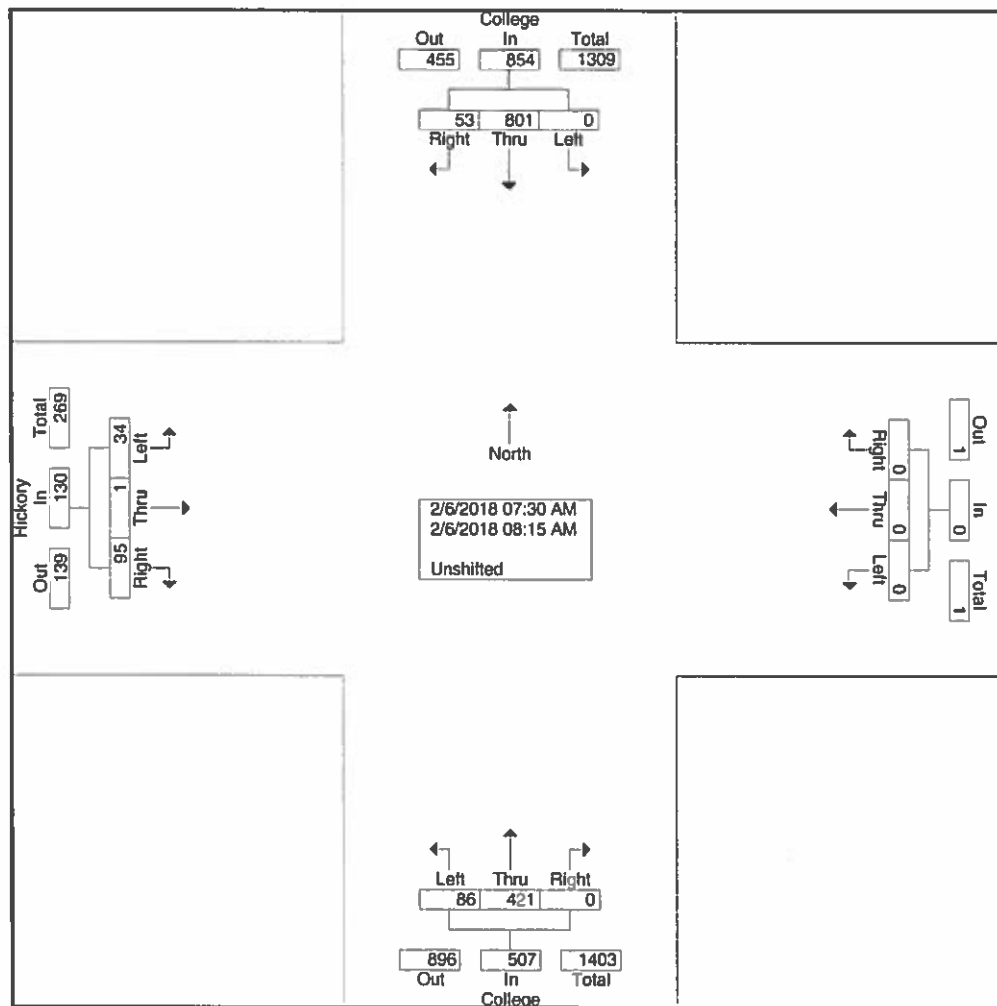
City of Fort Collins Traffic Operations
 626 Linden Street, PO Box 580
 Fort Collins, CO 80522-0580
Peak Hour Turning Movement Study

North/South Street: College
 East/West Street: Hickory
 Time: AM
 ICU Number: 74

File Name : College & Hickory 2-6-18
 Site Code : 00000074
 Start Date : 2/6/2018
 Page No : 1

Groups Printed- Unshifted

Start Time	College Southbound				Westbound				College Northbound				Hickory Eastbound				Int. Total
	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	
07:30 AM	14	240	0	254	0	0	0	0	0	105	24	129	24	0	5	29	412
07:45 AM	14	233	0	247	0	0	0	0	0	121	24	145	23	1	12	36	428
Total	28	473	0	501	0	0	0	0	0	226	48	274	47	1	17	65	840
08:00 AM	14	160	0	174	0	0	0	0	0	98	21	119	28	0	10	38	331
08:15 AM	11	168	0	179	0	0	0	0	0	97	17	114	20	0	7	27	320
Grand Total	53	801	0	854	0	0	0	0	0	421	86	507	95	1	34	130	1491
Approch %	6.2	93.8	0		0	0	0		0	83	17		73.1	0.8	26.2		
Total %	3.6	53.7	0	57.3	0	0	0	0	0	28.2	5.8	34	6.4	0.1	2.3	8.7	



City of Fort Collins Traffic Operations

626 Linden Street, PO Box 580

Fort Collins, CO 80522-0580

Peak Hour Turning Movement Study

North/South Street: College

East/West Street: Hickory

Time: NN

ICU Number: 74

File Name : College & Hickory 2-6-18

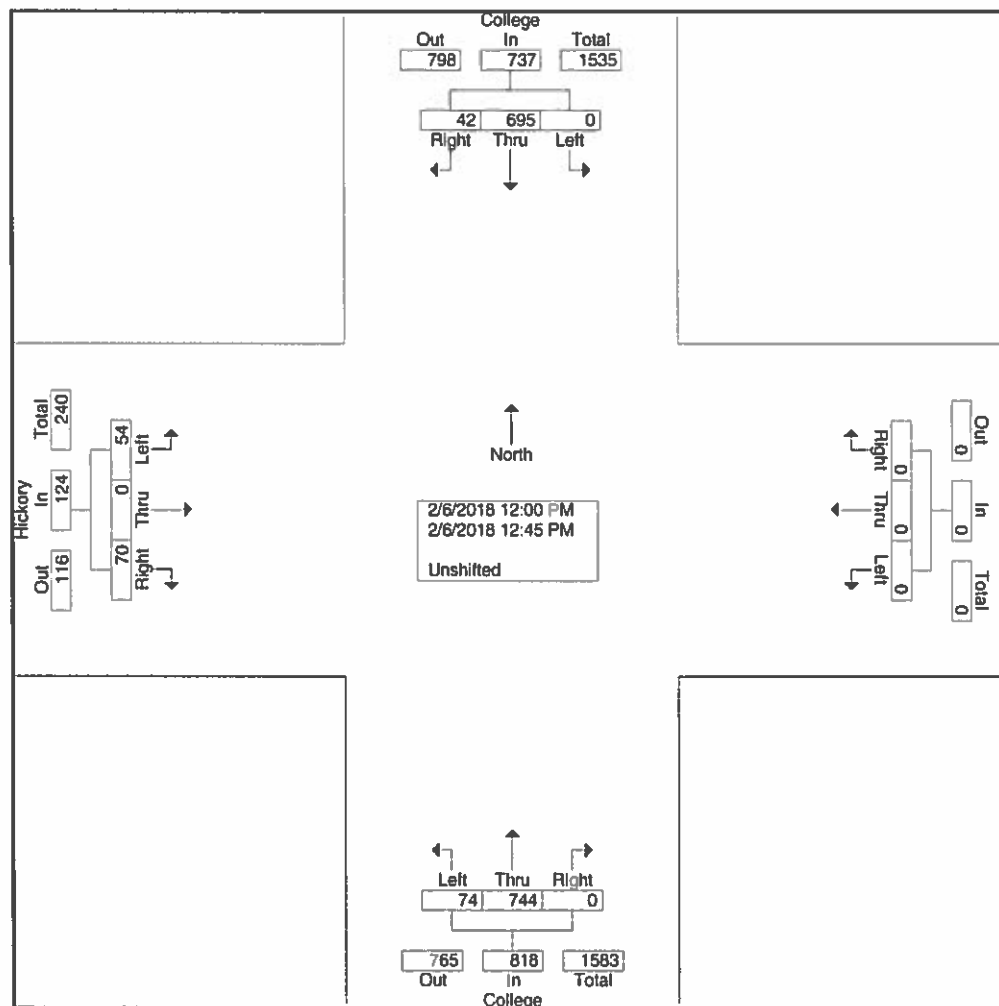
Site Code : 00000074

Start Date : 2/6/2018

Page No : 1

Groups Printed- Unshifted

	College Southbound				Westbound				College Northbound				Hickory Eastbound				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
12:00 PM	13	171	0	184	0	0	0	0	0	222	15	237	27	0	15	42	463
12:15 PM	11	177	0	188	0	0	0	0	0	185	17	202	20	0	16	36	426
12:30 PM	10	167	0	177	0	0	0	0	0	149	19	168	10	0	10	20	365
12:45 PM	8	180	0	188	0	0	0	0	0	188	23	211	13	0	13	26	425
Total	42	695	0	737	0	0	0	0	0	744	74	818	70	0	54	124	1679
Grand Total	42	695	0	737	0	0	0	0	0	744	74	818	70	0	54	124	1679
Apprch %	5.7	94.3	0		0	0	0		0	91	9		56.5	0	43.5		
Total %	2.5	41.4	0	43.9	0	0	0		0	44.3	4.4	48.7	4.2	0	3.2	7.4	



City of Fort Collins Traffic Operations

626 Linden Street, PO Box 580

Fort Collins, CO 80522-0580

Peak Hour Turning Movement Study

North/South Street: College

East/West Street: Hickory

Time: PM

ICU Number: 74

File Name : College & Hickory 2-6-18

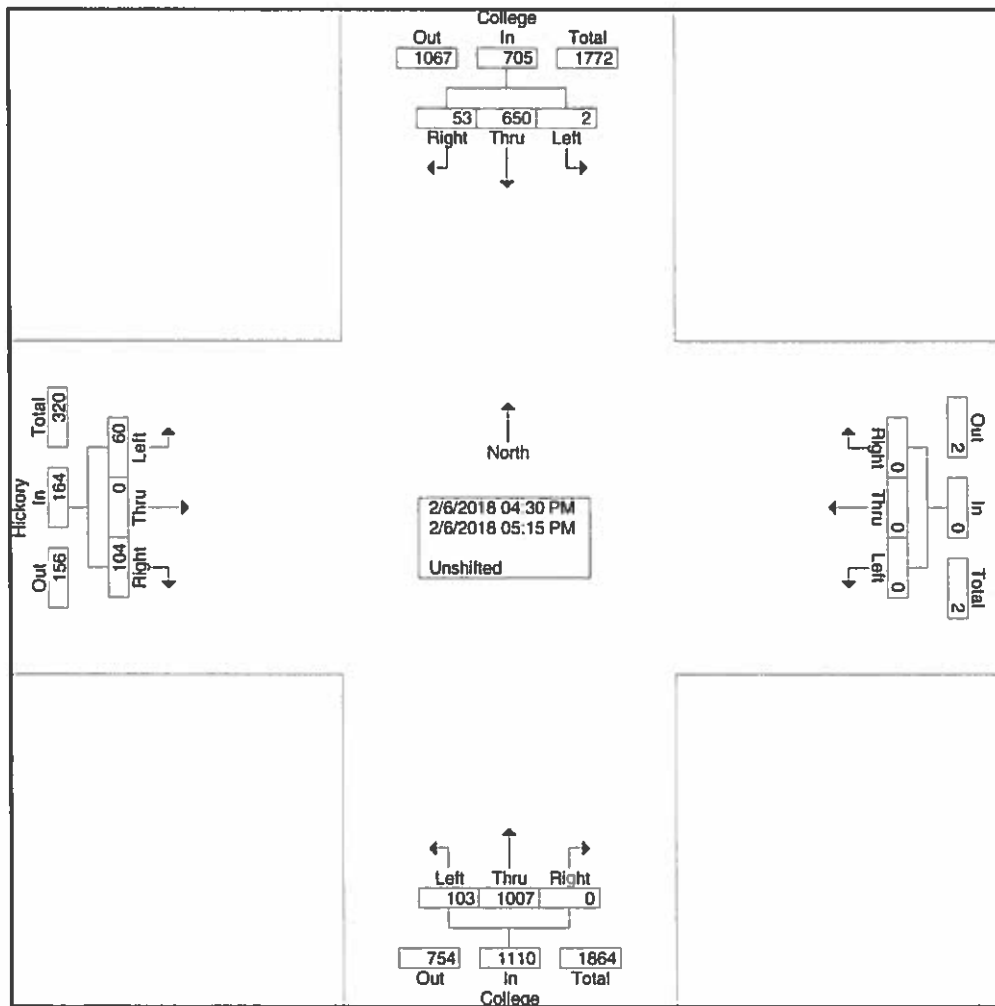
Site Code : 00000074

Start Date : 2/6/2018

Page No : 1

Groups Printed- Unshifted

Start Time	College Southbound				Westbound				College Northbound				Hickory Eastbound				Int. Total
	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	
04:30 PM	14	170	1	185	0	0	0	0	0	217	19	236	30	0	15	45	466
04:45 PM	13	160	1	174	0	0	0	0	0	242	29	271	21	0	13	34	479
Total	27	330	2	359	0	0	0	0	0	459	48	507	51	0	28	79	945
05:00 PM	9	150	0	159	0	0	0	0	0	265	23	288	34	0	17	51	498
05:15 PM	17	170	0	187	0	0	0	0	0	283	32	315	19	0	15	34	536
Grand Total	53	650	2	705	0	0	0	0	0	1007	103	1110	104	0	60	164	1979
Apprch %	7.5	92.2	0.3		0	0	0		0	90.7	9.3		63.4	0	36.6		
Total %	2.7	32.8	0.1	35.6	0	0	0	0	0	50.9	5.2	56.1	5.3	0	3	8.3	



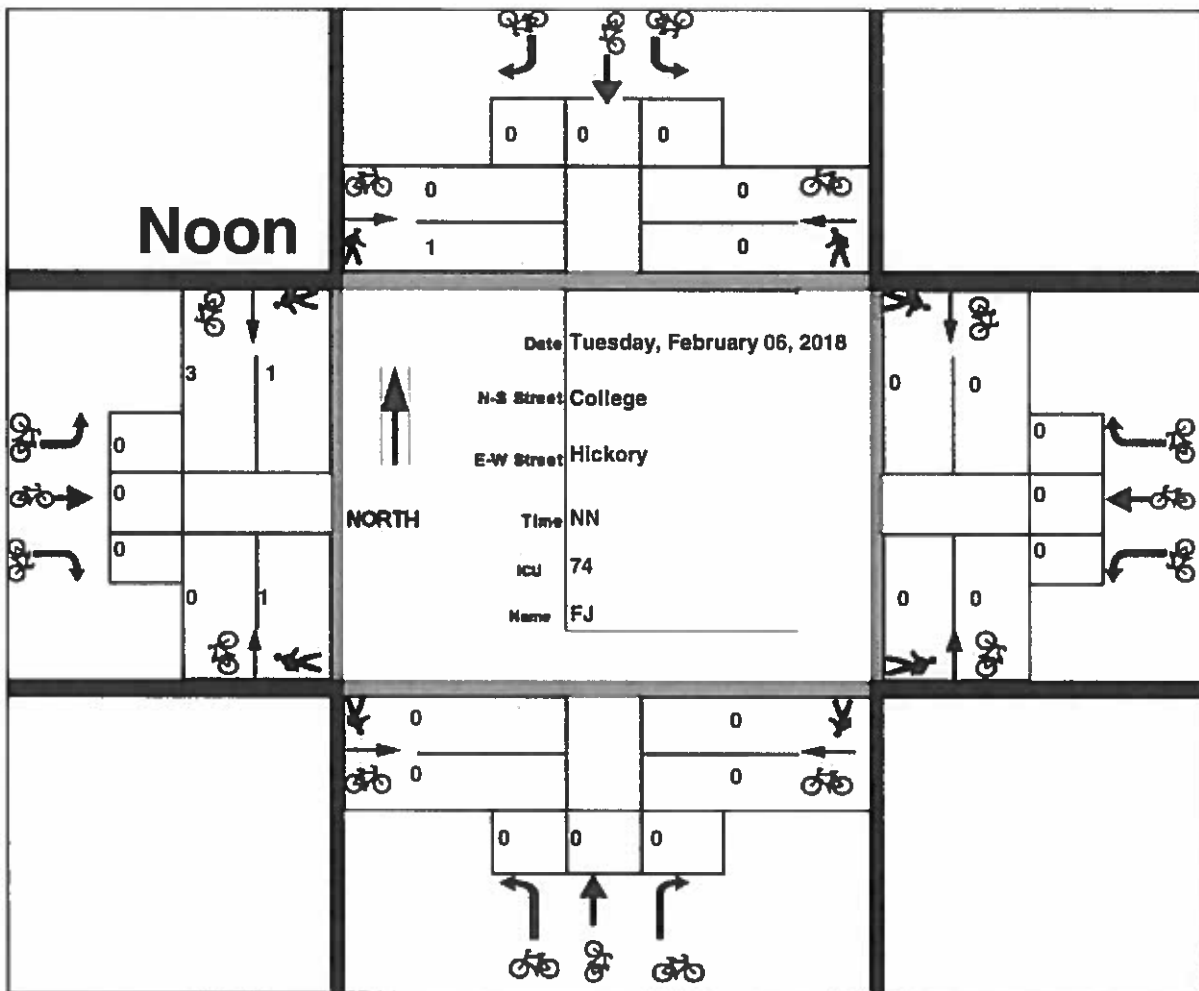
City of Fort Collins Traffic Operations
 626 Linden Street, PO Box 580
 Fort Collins, CO 80522-0580
Peak Hour Turning Movement Study

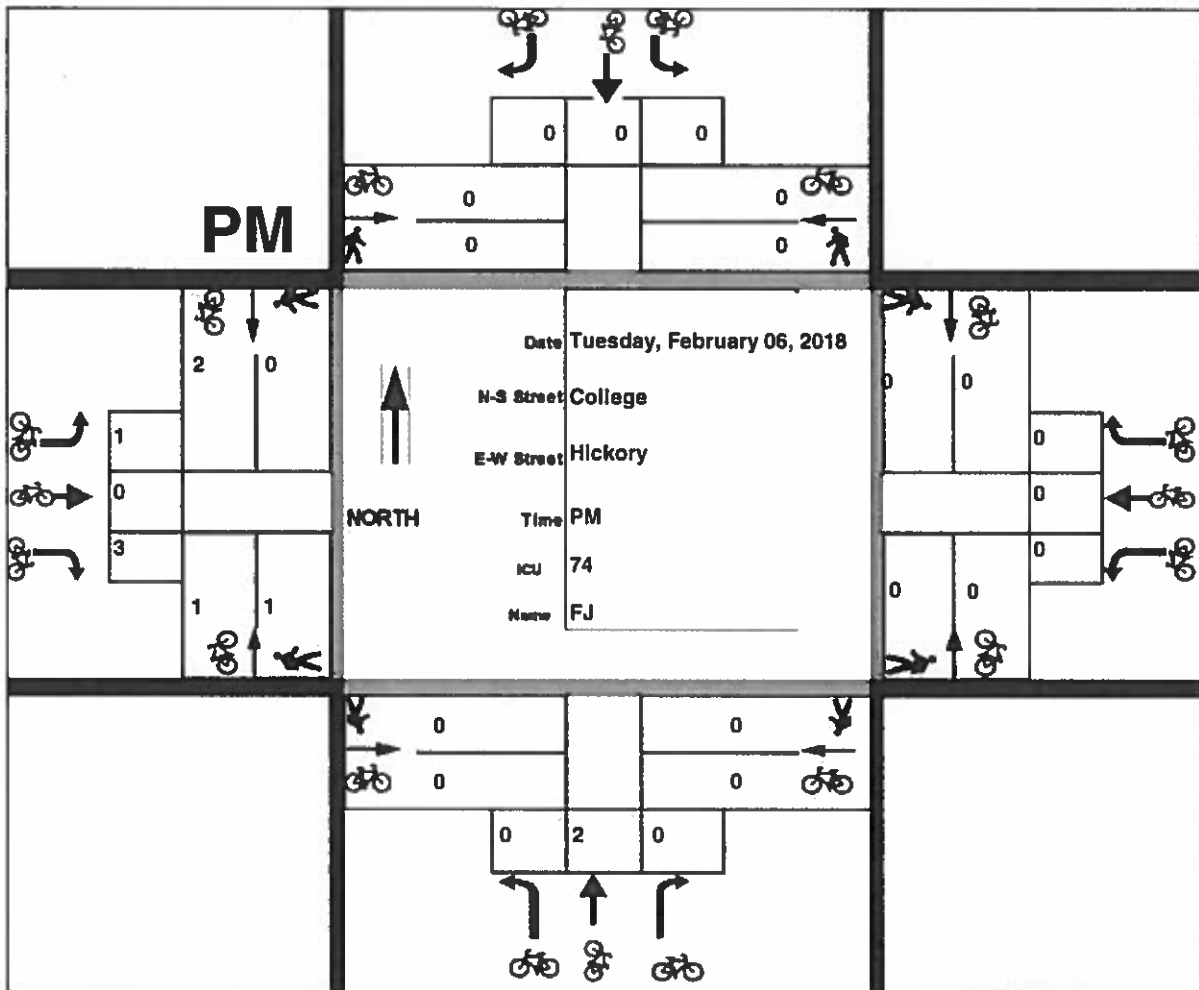
North/South Street: College
 East/West Street: Hickory
 Time: PHF
 ICU Number: 74

File Name : College & Hickory 2-6-18
 Site Code : 00000074
 Start Date : 2/6/2018
 Page No : 1

	College Southbound				Westbound				College Northbound				Hickory Eastbound				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
Peak Hour Analysis From 07:30 AM to 09:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:30 AM																	
07:30 AM	14	240	0	254	0	0	0	0	0	105	24	129	24	0	5	29	412
07:45 AM	14	233	0	247	0	0	0	0	0	121	24	145	23	1	12	36	428
08:00 AM	14	160	0	174	0	0	0	0	0	98	21	119	28	0	10	38	331
08:15 AM	11	168	0	179	0	0	0	0	0	97	17	114	20	0	7	27	320
Total Volume	53	801	0	854	0	0	0	0	0	421	86	507	95	1	34	130	1491
% App. Total	6.2	93.8	0		0	0	0		0	83	17		73.1	0.8	26.2		
PHF	.946	.834	.000	.841	.000	.000	.000	.000	.000	.870	.896	.874	.848	.250	.708	.855	.871
Peak Hour Analysis From 10:00 AM to 01:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 12:00 PM																	
12:00 PM	13	171	0	184	0	0	0	0	0	222	15	237	27	0	15	42	463
12:15 PM	11	177	0	188	0	0	0	0	0	185	17	202	20	0	18	36	426
12:30 PM	10	167	0	177	0	0	0	0	0	149	19	168	10	0	10	20	365
12:45 PM	8	180	0	188	0	0	0	0	0	188	23	211	13	0	13	26	425
Total Volume	42	695	0	737	0	0	0	0	0	744	74	818	70	0	54	124	1679
% App. Total	5.7	94.3	0		0	0	0		0	91	9		56.5	0	43.5		
PHF	.808	.965	.000	.980	.000	.000	.000	.000	.000	.838	.804	.863	.648	.000	.844	.738	.907
Peak Hour Analysis From 02:00 PM to 05:15 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:30 PM																	
04:30 PM	14	170	1	185	0	0	0	0	0	217	19	236	30	0	15	45	466
04:45 PM	13	160	1	174	0	0	0	0	0	242	29	271	21	0	13	34	479
05:00 PM	9	150	0	159	0	0	0	0	0	265	23	288	34	0	17	51	498
05:15 PM	17	170	0	187	0	0	0	0	0	283	32	315	19	0	15	34	536
Total Volume	53	650	2	705	0	0	0	0	0	1007	103	1110	104	0	60	164	1979
% App. Total	7.5	92.2	0.3		0	0	0		0	90.7	9.3		63.4	0	36.6		
PHF	.779	.956	.500	.943	.000	.000	.000	.000	.000	.890	.805	.881	.765	.000	.882	.804	.923

<div style="border: 1px solid black; padding: 2px; margin-bottom: 10px;">Record Numb 779</div> <div style="font-size: 2em; font-weight: bold; text-align: center;">AM</div>		
	<div style="display: flex; align-items: center; justify-content: center;"> <div> <p>Date Tuesday, February 06, 2018</p> <p>N-S Street College</p> <p>E-W Street Hickory</p> <p>Time AM</p> <p>ICU 74</p> <p>Name FJ</p> </div> </div>	





City of Fort Collins Traffic Operations

626 Linden Street, PO Box 580

Fort Collins, CO 80522-0580

Peak Hour Turning Movement Count

North/South Street: College/US 287

East/West Street: Terry Lake/Hwy 1

Time: AM

ICU Number: 76

File Name : College & HWY 1 6-11-19

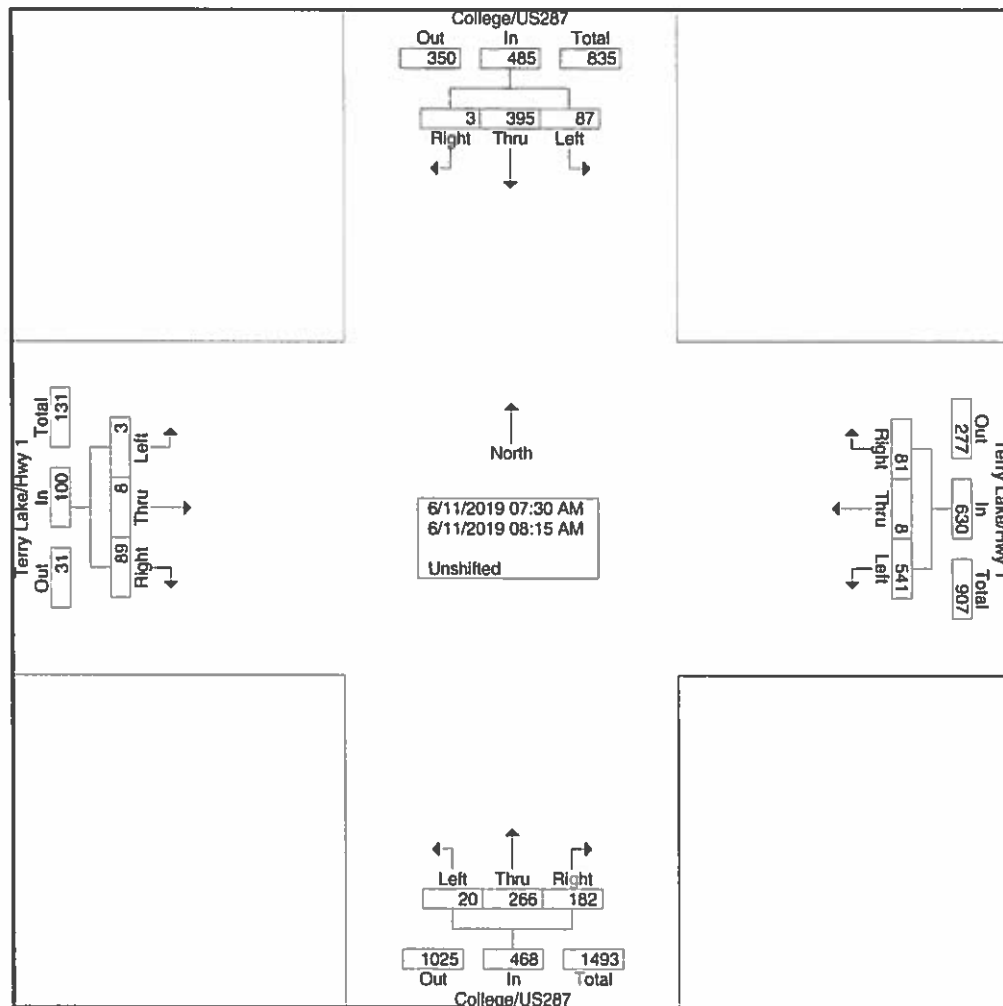
Site Code : 00000076

Start Date : 6/11/2019

Page No : 1

Groups Printed- Unshifted

Start Time	College/US287 Southbound				Terry Lake/Hwy 1 Westbound				College/US287 Northbound				Terry Lake/Hwy 1 Eastbound				Int. Total
	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	
07:30 AM	1	110	18	129	12	2	136	150	36	42	9	87	32	4	1	37	403
07:45 AM	0	107	27	134	26	3	161	190	54	79	3	136	32	2	1	35	495
Total	1	217	45	263	38	5	297	340	90	121	12	223	64	6	2	72	898
08:00 AM	0	101	20	121	23	1	113	137	45	65	3	113	11	0	1	12	383
08:15 AM	2	77	22	101	20	2	131	153	47	80	5	132	14	2	0	16	402
Grand Total	3	395	87	485	81	8	541	630	182	266	20	468	89	8	3	100	1683
Apprch %	0.6	81.4	17.9		12.9	1.3	85.9		38.9	56.8	4.3		89	8	3		
Total %	0.2	23.5	5.2	28.8	4.8	0.5	32.1	37.4	10.8	15.8	1.2	27.8	5.3	0.5	0.2	5.9	



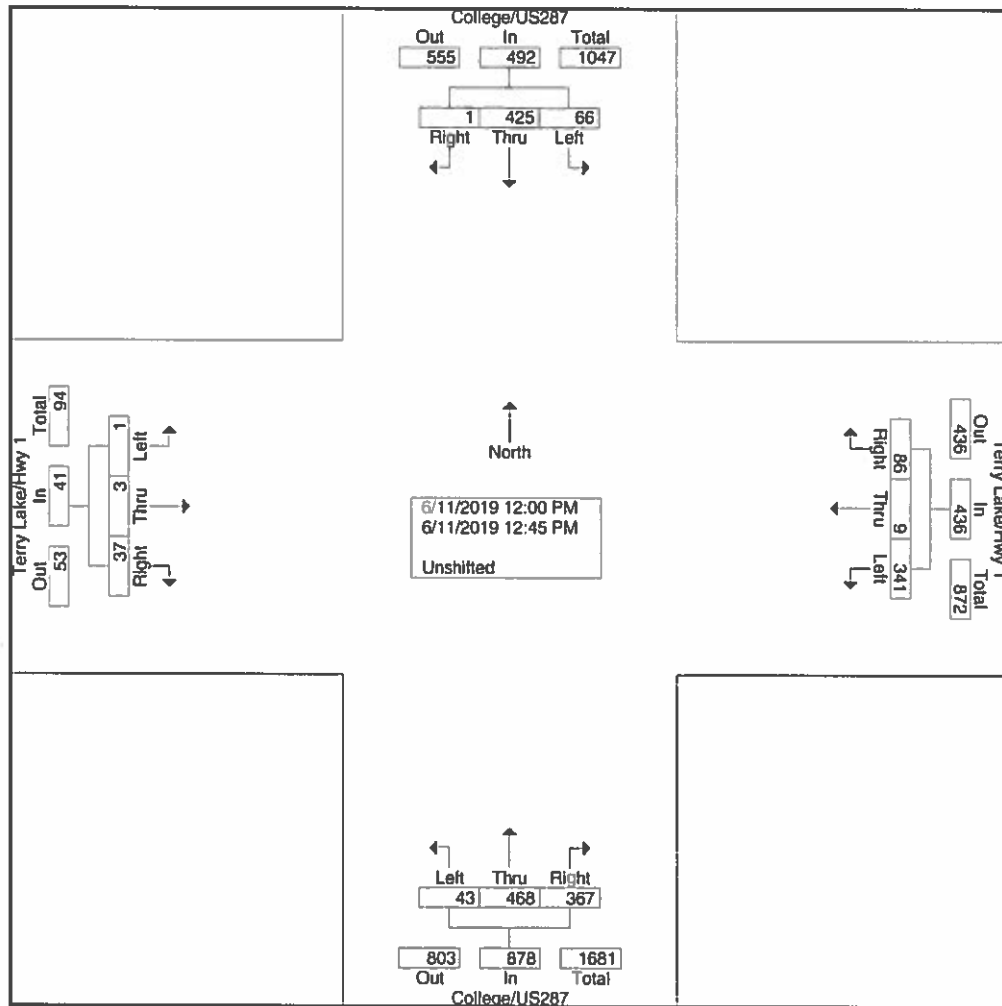
City of Fort Collins Traffic Operations
 626 Linden Street, PO Box 580
 Fort Collins, CO 80522-0580
Peak Hour Turning Movement Count

North/South Street: College/US 287
 East/West Street: Terry Lake/Hwy 1
 Time: NN
 ICU Number: 76

File Name : College & HWY 1 6-11-19
 Site Code : 00000076
 Start Date : 6/11/2019
 Page No : 1

Groups Printed- Unshifted

Start Time	College/US287 Southbound				Terry Lake/Hwy 1 Westbound				College/US287 Northbound				Terry Lake/Hwy 1 Eastbound				Int. Total
	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	
12:00 PM	0	114	22	136	26	3	87	116	89	120	11	220	3	3	0	6	478
12:15 PM	1	105	17	123	12	2	85	99	98	115	10	223	10	0	1	11	456
12:30 PM	0	113	13	126	20	4	88	112	85	109	15	209	8	0	0	8	455
12:45 PM	0	93	14	107	28	0	81	109	95	124	7	226	16	0	0	16	458
Total	1	425	66	492	86	9	341	436	367	468	43	878	37	3	1	41	1847
Grand Total	1	425	66	492	86	9	341	436	367	468	43	878	37	3	1	41	1847
Apprch %	0.2	86.4	13.4		19.7	2.1	78.2		41.8	53.3	4.9		90.2	7.3	2.4		
Total %	0.1	23	3.6	26.6	4.7	0.5	18.5	23.6	19.9	25.3	2.3	47.5	2	0.2	0.1	2.2	



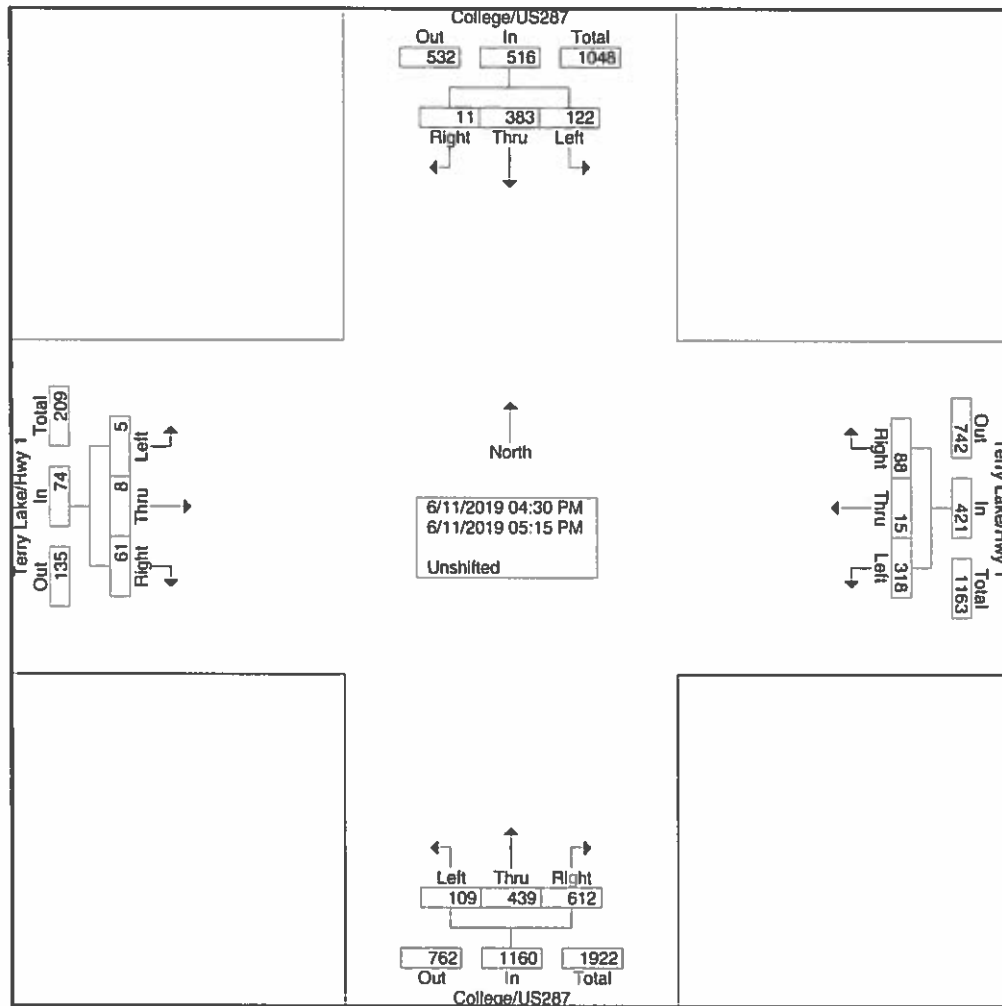
City of Fort Collins Traffic Operations
 626 Linden Street, PO Box 580
 Fort Collins, CO 80522-0580
Peak Hour Turning Movement Count

North/South Street: College/US 287
 East/West Street: Terry Lake/Hwy 1
 Time: PM
 ICU Number: 76

File Name : College & HWY 1 6-11-19
 Site Code : 00000076
 Start Date : 6/11/2019
 Page No : 1

Groups Printed- Unshifted

Start Time	College/US287 Southbound				Terry Lake/Hwy 1 Westbound				College/US287 Northbound				Terry Lake/Hwy 1 Eastbound				Int. Total
	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	
04:30 PM	4	93	20	117	19	3	86	108	123	98	28	249	13	3	0	16	490
04:45 PM	1	97	33	131	26	3	88	117	157	143	16	316	18	2	1	21	585
Total	5	190	53	248	45	6	174	225	280	241	44	565	31	5	1	37	1075
05:00 PM	4	113	38	155	22	5	67	94	197	109	37	343	13	2	3	18	610
05:15 PM	2	80	31	113	21	4	77	102	135	89	28	252	17	1	1	19	486
Grand Total	11	383	122	516	88	15	318	421	612	439	109	1160	61	8	5	74	2171
Apprch %	2.1	74.2	23.6		20.9	3.6	75.5		52.8	37.8	9.4		82.4	10.8	6.8		
Total %	0.5	17.6	5.6	23.8	4.1	0.7	14.6	19.4	28.2	20.2	5	53.4	2.8	0.4	0.2	3.4	

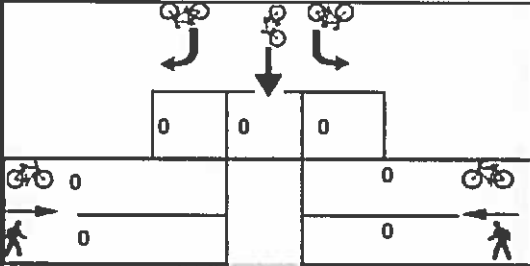
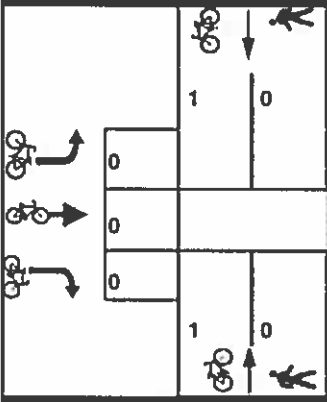
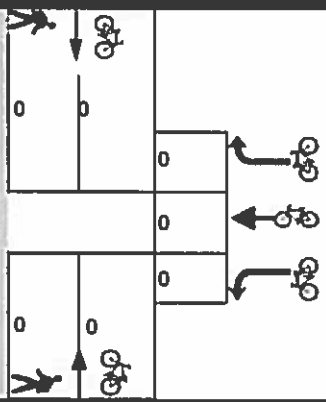
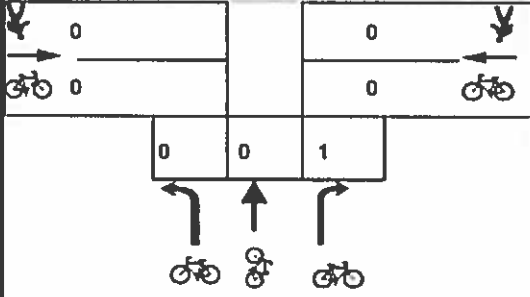


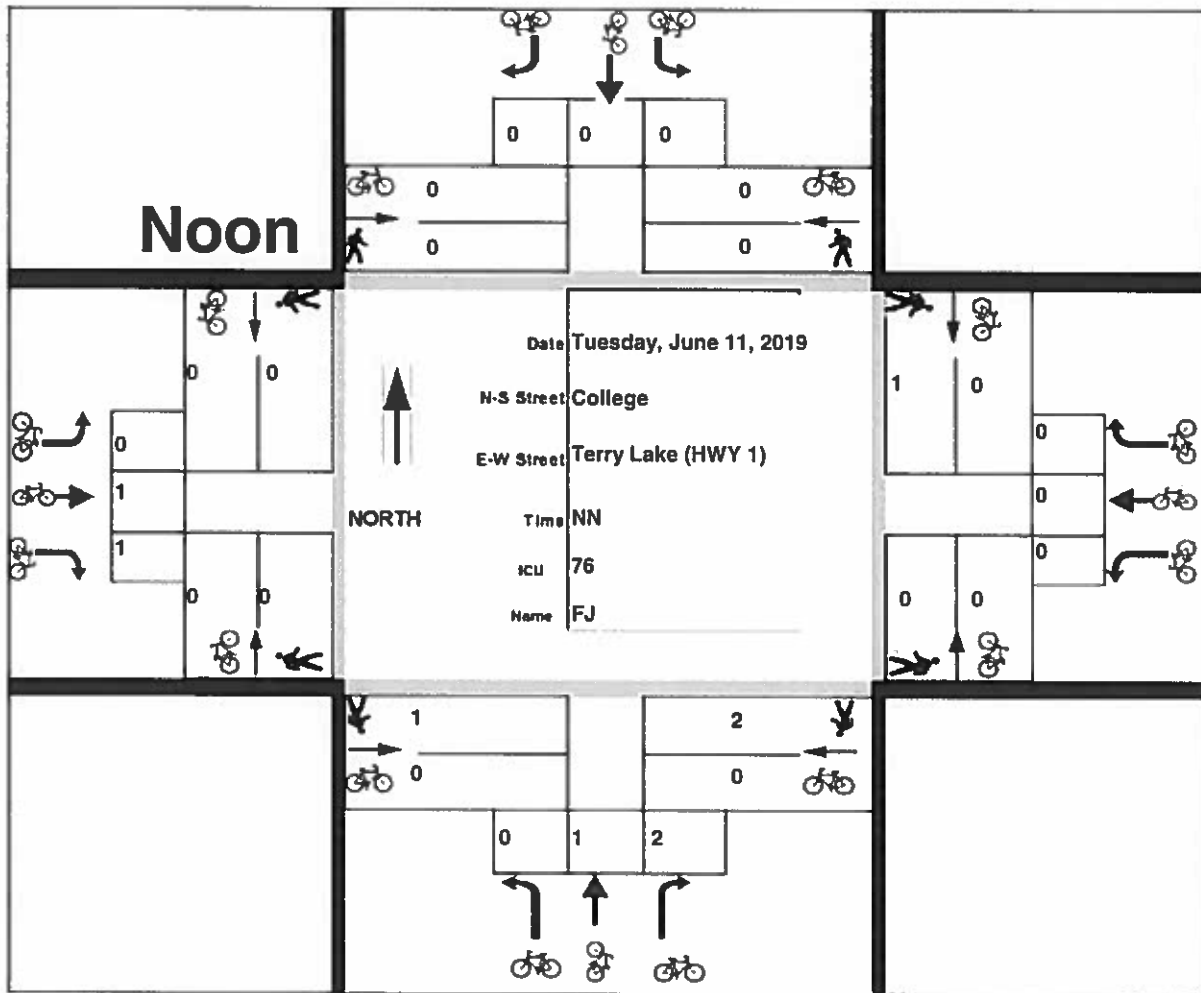
City of Fort Collins Traffic Operations
 626 Linden Street, PO Box 580
 Fort Collins, CO 80522-0580
Peak Hour Turning Movement Count

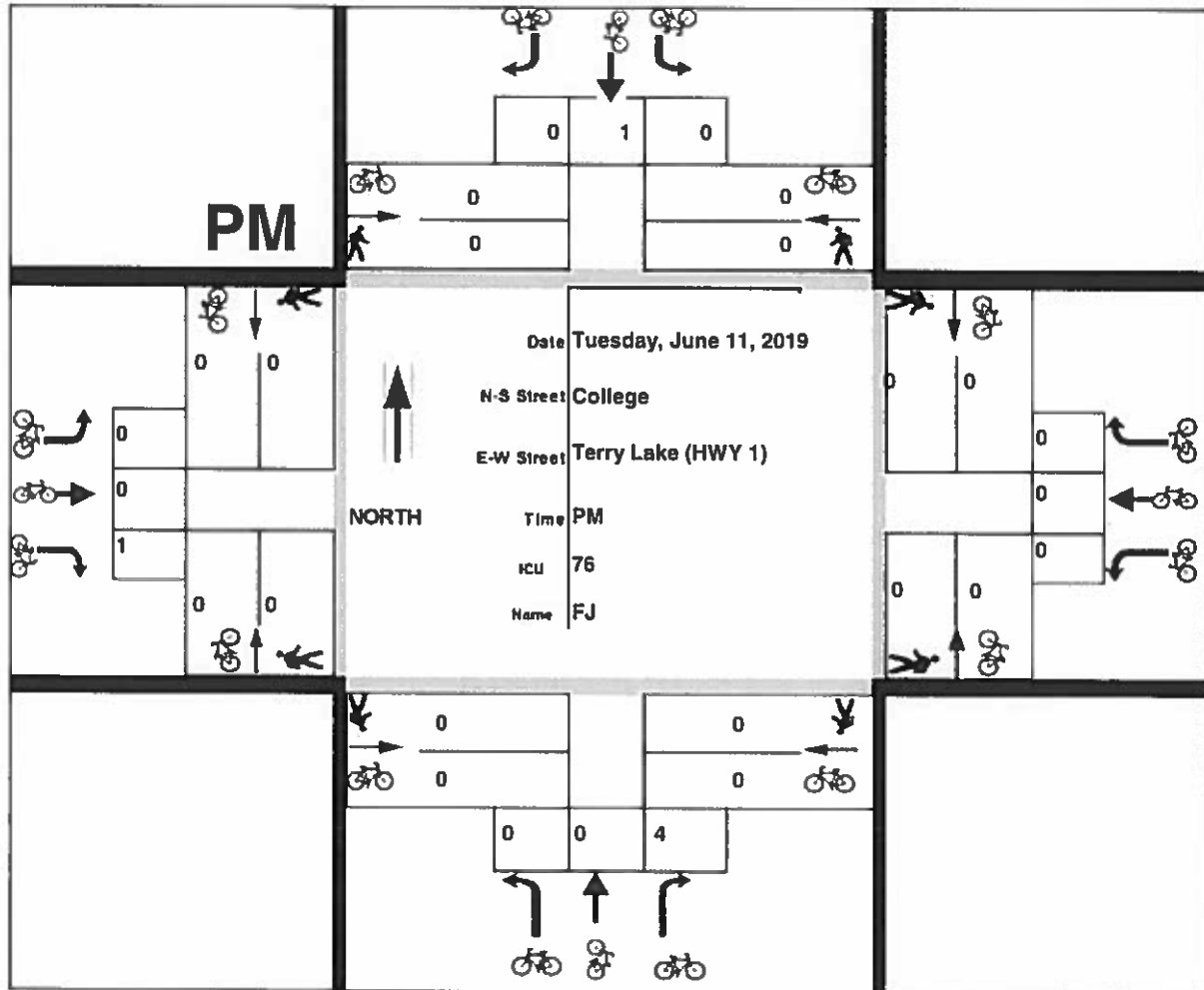
North/South Street: College/US 287
 East/West Street: Terry Lake/Hwy 1
 Time: PHF
 ICU Number: 76

File Name : College & HWY 1 6-11-19
 Site Code : 00000076
 Start Date : 6/11/2019
 Page No : 1

	College/US287 Southbound				Terry Lake/Hwy 1 Westbound				College/US287 Northbound				Terry Lake/Hwy 1 Eastbound				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
Peak Hour Analysis From 07:30 AM to 09:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:30 AM																	
07:30 AM	1	110	18	129	12	2	136	150	36	42	9	87	32	4	1	37	403
07:45 AM	0	107	27	134	26	3	161	190	54	79	3	136	32	2	1	35	495
08:00 AM	0	101	20	121	23	1	113	137	45	65	3	113	11	0	1	12	383
08:15 AM	2	77	22	101	20	2	131	153	47	80	5	132	14	2	0	16	402
Total Volume	3	395	87	485	81	8	541	630	182	266	20	468	89	8	3	100	1683
% App. Total	0.6	81.4	17.9		12.9	1.3	85.9		38.9	56.8	4.3		89	8	3		
PHF	.375	.898	.806	.905	.779	.667	.840	.829	.843	.831	.556	.860	.695	.500	.750	.676	.850
Peak Hour Analysis From 10:00 AM to 01:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 12:00 PM																	
12:00 PM	0	114	22	136	26	3	87	116	89	120	11	220	3	3	0	6	478
12:15 PM	1	105	17	123	12	2	85	99	98	115	10	223	10	0	1	11	456
12:30 PM	0	113	13	126	20	4	88	112	85	109	15	209	8	0	0	8	455
12:45 PM	0	93	14	107	28	0	81	109	95	124	7	226	16	0	0	16	458
Total Volume	1	425	66	492	86	9	341	436	367	468	43	878	37	3	1	41	1847
% App. Total	0.2	86.4	13.4		19.7	2.1	78.2		41.8	53.3	4.9		90.2	7.3	2.4		
PHF	.250	.932	.750	.904	.768	.563	.969	.940	.936	.944	.717	.971	.578	.250	.250	.641	.966
Peak Hour Analysis From 02:00 PM to 05:15 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:30 PM																	
04:30 PM	4	93	20	117	19	3	86	108	123	98	28	249	13	3	0	16	490
04:45 PM	1	97	33	131	26	3	88	117	157	143	16	316	18	2	1	21	585
05:00 PM	4	113	38	155	22	5	67	94	197	109	37	343	13	2	3	18	610
05:15 PM	2	80	31	113	21	4	77	102	135	89	28	252	17	1	1	19	486
Total Volume	11	383	122	516	88	15	318	421	612	439	109	1160	61	8	5	74	2171
% App. Total	2.1	74.2	23.6		20.9	3.6	75.5		52.8	37.8	9.4		82.4	10.8	6.8		
PHF	.688	.847	.803	.832	.846	.750	.903	.900	.777	.767	.736	.845	.847	.667	.417	.881	.890

<div style="border: 1px solid black; padding: 2px; margin-bottom: 10px;">Record Numb 893</div> <div style="font-size: 2em; font-weight: bold; text-align: center;">AM</div>		
	<div style="display: flex; align-items: center; justify-content: center;"> <div> <p>Date Tuesday, June 11, 2019</p> <p>N-S Street College</p> <p>E-W Street Terry Lake (HWY 1)</p> <p>Time AM</p> <p>ICU 76</p> <p>Name FJ</p> </div> </div>	
		





City of Fort Collins Traffic Operations

626 Linden Street, PO Box 580

Fort Collins, CO 80522-0580

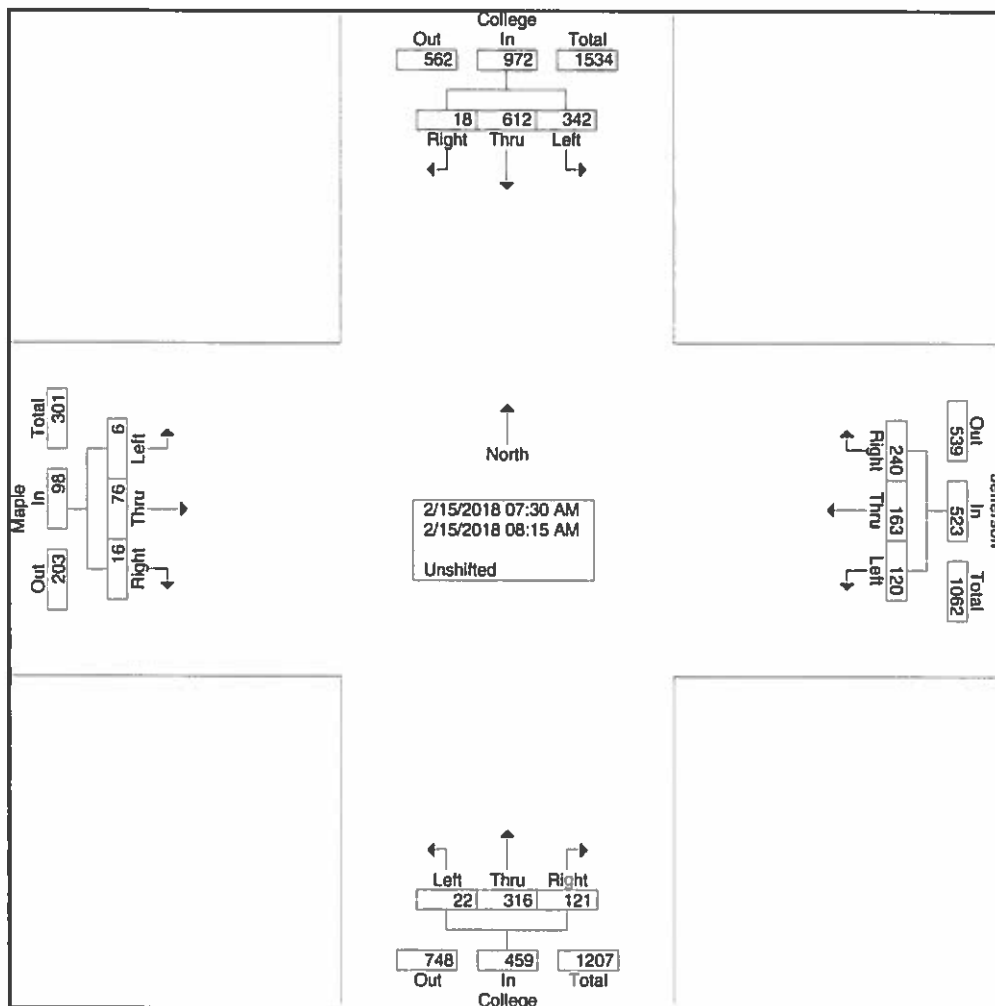
Peak Hour Turning Movement Study

North/South Street: College
 East/West Street: Maple/Jefferson
 Time: AM
 ICU Number: 20

File Name : college & maple-jefferson 2-15-18
 Site Code : 00000020
 Start Date : 2/15/2018
 Page No : 1

Groups Printed- Unshifted

Start Time	College Southbound				Jefferson Westbound				College Northbound				Maple Eastbound				Int. Total
	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	
07:30 AM	8	166	99	273	63	33	25	121	31	72	4	107	1	21	1	23	524
07:45 AM	2	168	99	269	63	47	43	153	38	105	6	149	3	17	1	21	592
Total	10	334	198	542	126	80	68	274	69	177	10	256	4	38	2	44	1116
08:00 AM	6	149	72	227	45	46	26	117	24	62	3	89	6	17	2	25	458
08:15 AM	2	129	72	203	69	37	26	132	28	77	9	114	6	21	2	29	478
Grand Total	18	612	342	972	240	163	120	523	121	316	22	459	16	76	6	98	2052
Approch %	1.9	63	35.2		45.9	31.2	22.9		26.4	68.8	4.8		16.3	77.6	6.1		
Total %	0.9	29.8	16.7	47.4	11.7	7.9	5.8	25.5	5.9	15.4	1.1	22.4	0.8	3.7	0.3	4.8	



City of Fort Collins Traffic Operations

626 Linden Street, PO Box 580

Fort Collins, CO 80522-0580

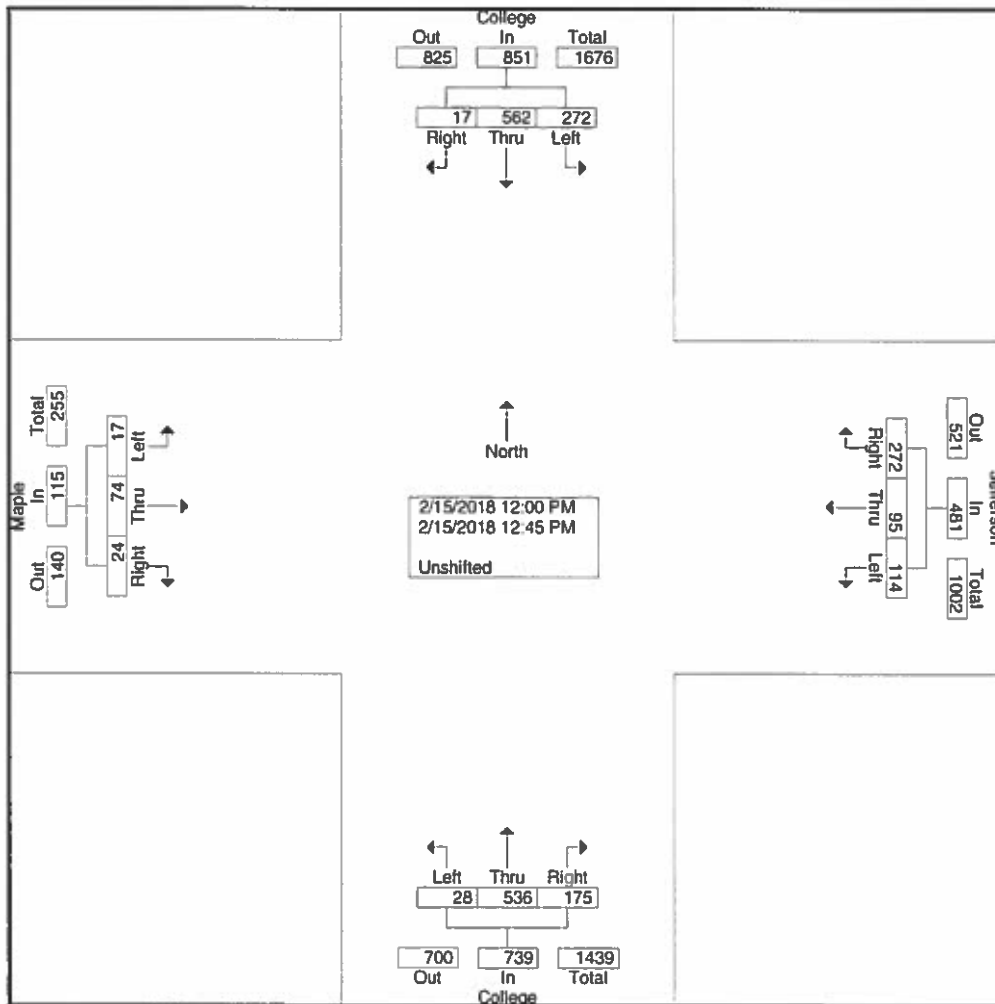
Peak Hour Turning Movement Study

North/South Street: College
 East/West Street: Maple/Jefferson
 Time: NN
 ICU Number: 20

File Name : College & Maple-Jefferson 2-15-18
 Site Code : 00000020
 Start Date : 2/15/2018
 Page No : 1

Groups Printed- Unshifted

	College Southbound				Jefferson Westbound				College Northbound				Maple Eastbound				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
12:00 PM	4	128	57	189	76	24	33	133	50	138	5	193	11	18	4	33	548
12:15 PM	4	143	80	227	63	21	24	108	44	137	9	190	4	14	1	19	544
12:30 PM	5	133	63	201	63	22	28	113	38	129	9	176	3	22	6	31	521
12:45 PM	4	158	72	234	70	28	29	127	43	132	5	180	6	20	6	32	573
Total	17	562	272	851	272	95	114	481	175	536	28	739	24	74	17	115	2186
Grand Total	17	562	272	851	272	95	114	481	175	536	28	739	24	74	17	115	2186
Apprch %	2	66	32		56.5	19.8	23.7		23.7	72.5	3.8		20.9	64.3	14.8		
Total %	0.8	25.7	12.4	38.9	12.4	4.3	5.2	22	8	24.5	1.3	33.8	1.1	3.4	0.8	5.3	



City of Fort Collins Traffic Operations

626 Linden Street, PO Box 580

Fort Collins, CO 80522-0580

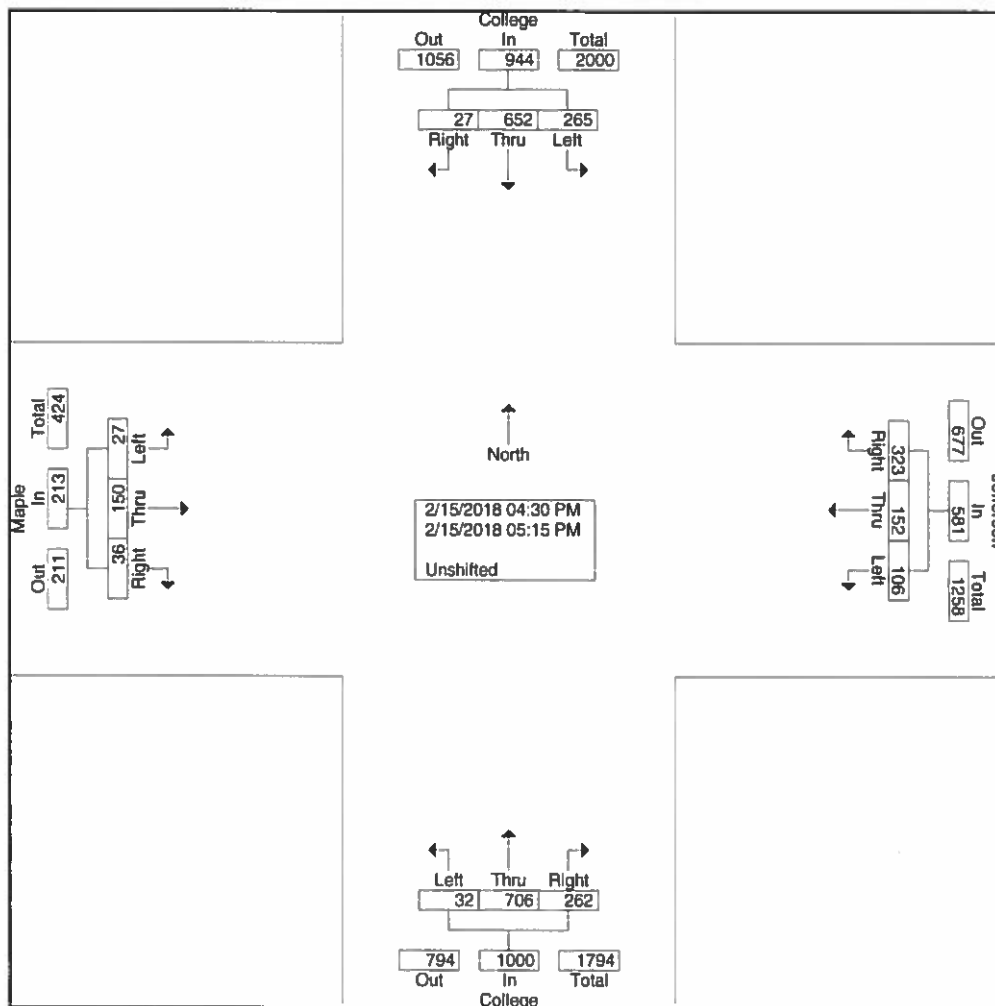
Peak Hour Turning Movement Study

North/South Street: College
 East/West Street: Maple/Jefferson
 Time: PM
 ICU Number: 20

File Name : College & Maple-Jefferson 2-15-18
 Site Code : 00000020
 Start Date : 2/15/2018
 Page No : 1

Groups Printed- Unshifted

Start Time	College Southbound				Jefferson Westbound				College Northbound				Maple Eastbound				Int. Total
	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	
04:30 PM	4	189	62	255	73	27	19	119	62	200	8	270	6	22	4	32	676
04:45 PM	8	119	67	194	69	42	29	140	56	140	4	200	12	39	8	59	593
Total	12	308	129	449	142	69	48	259	118	340	12	470	18	61	12	91	1269
05:00 PM	6	183	69	258	88	46	30	164	75	207	7	289	13	46	9	68	779
05:15 PM	9	161	67	237	93	37	28	158	69	159	13	241	5	43	6	54	690
Grand Total	27	652	265	944	323	152	106	581	262	706	32	1000	36	150	27	213	2738
Approch %	2.9	69.1	28.1		55.6	26.2	18.2		26.2	70.6	3.2		16.9	70.4	12.7		
Total %	1	23.8	9.7	34.5	11.8	5.6	3.9	21.2	9.6	25.8	1.2	36.5	1.3	5.5	1	7.8	



City of Fort Collins Traffic Operations

626 Linden Street, PO Box 580

Fort Collins, CO 80522-0580

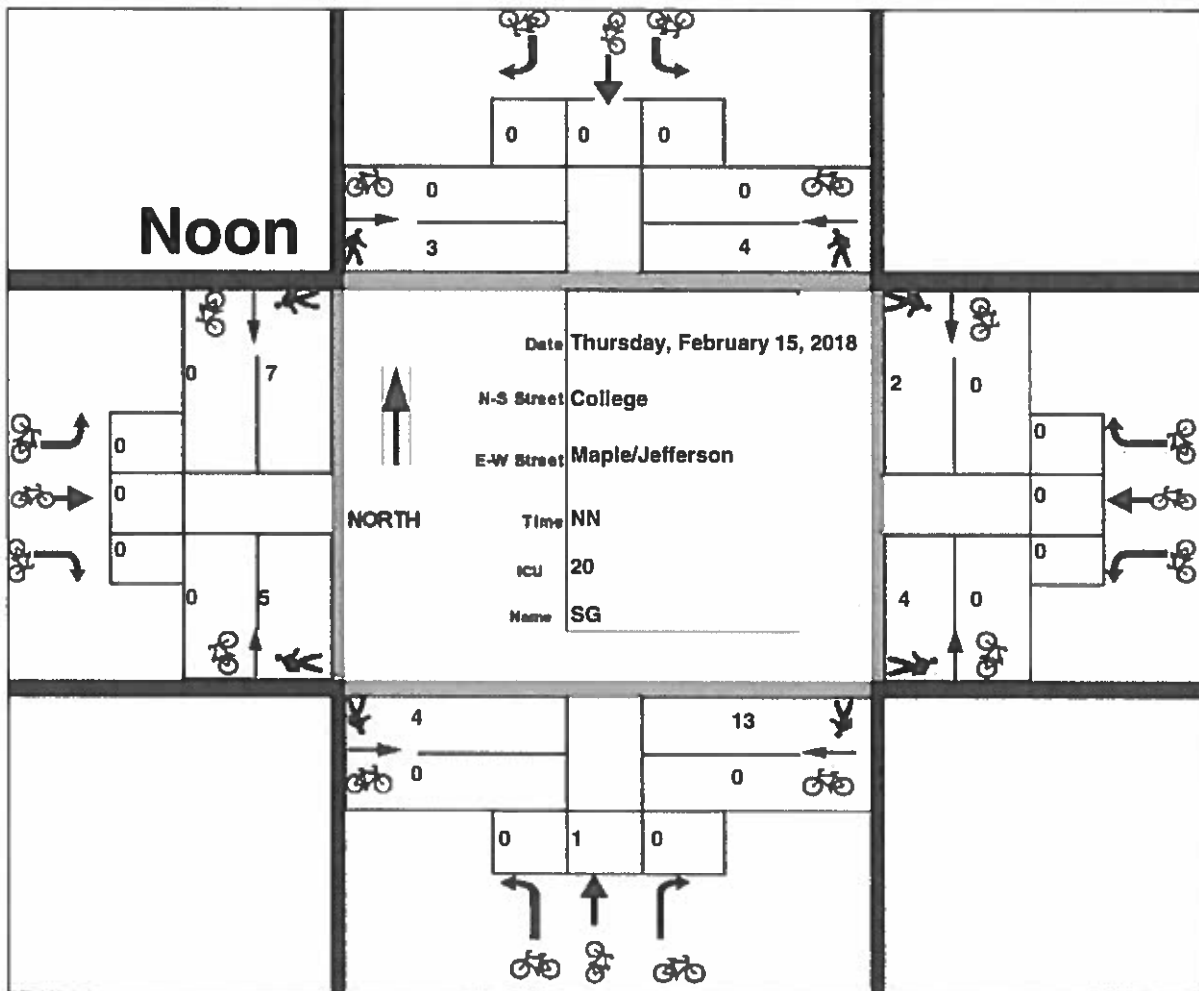
Peak Hour Turning Movement Study

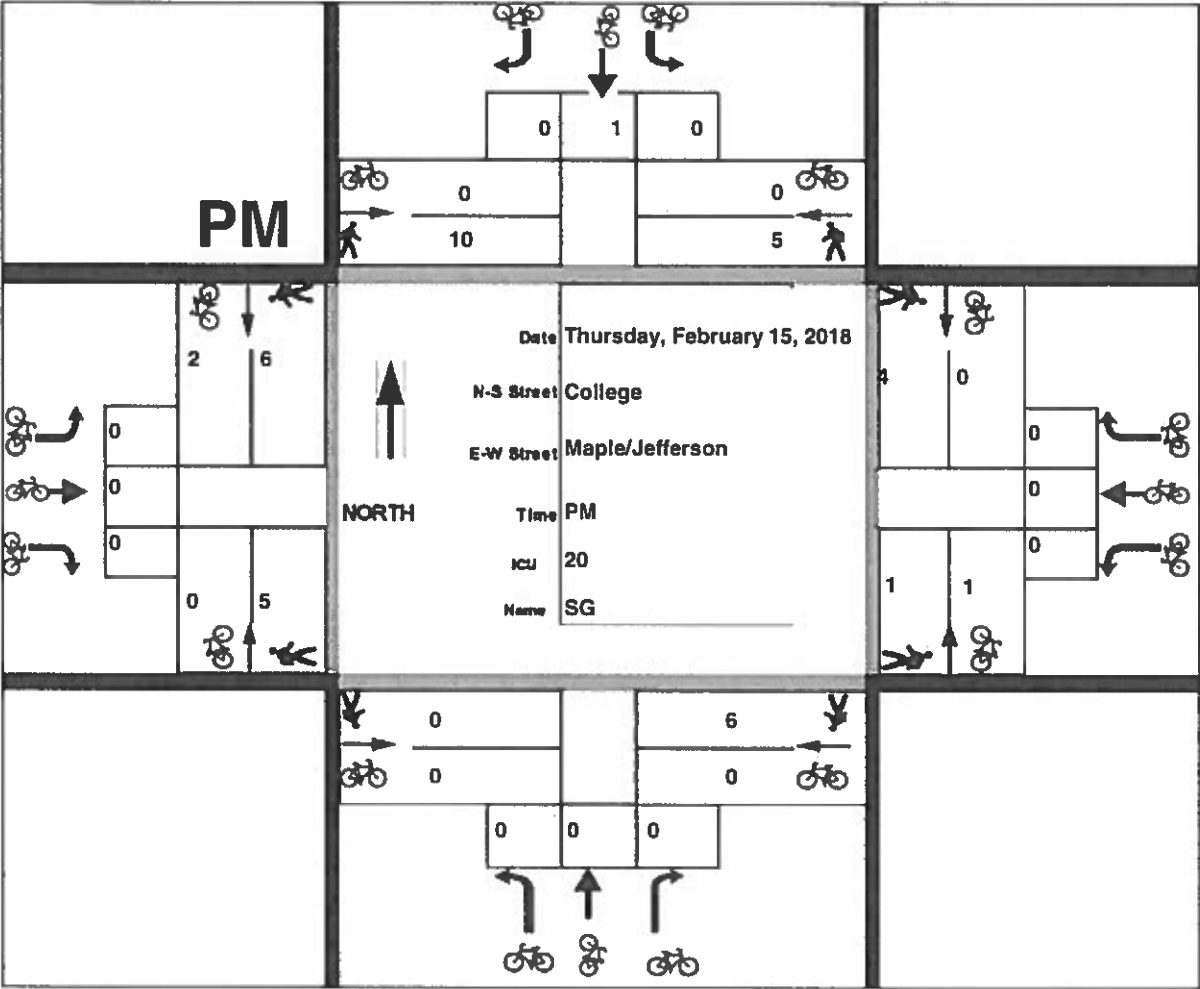
North/South Street: College
 East/West Street: Maple/Jefferson
 Time: PHF
 ICU Number: 20

File Name : College & Maple-Jefferson 2-15-18
 Site Code : 00000020
 Start Date : 2/15/2018
 Page No : 1

	College Southbound				Jefferson Westbound				College Northbound				Maple Eastbound				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
Peak Hour Analysis From 07:30 AM to 09:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:30 AM																	
07:30 AM	8	166	99	273	63	33	25	121	31	72	4	107	1	21	1	23	524
07:45 AM	2	168	99	269	63	47	43	153	38	105	6	149	3	17	1	21	592
08:00 AM	6	149	72	227	45	46	26	117	24	62	3	89	6	17	2	25	458
08:15 AM	2	129	72	203	69	37	26	132	28	77	9	114	6	21	2	29	478
Total Volume	18	612	342	972	240	163	120	523	121	316	22	459	16	76	6	98	2052
% App. Total	1.9	63	35.2		45.9	31.2	22.9		26.4	68.8	4.8		16.3	77.6	6.1		
PHF	.563	.911	.864	.890	.870	.867	.698	.855	.796	.752	.611	.770	.667	.905	.750	.845	.867
Peak Hour Analysis From 10:00 AM to 01:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 12:00 PM																	
12:00 PM	4	128	57	189	76	24	33	133	50	138	5	193	11	18	4	33	548
12:15 PM	4	143	80	227	63	21	24	108	44	137	9	190	4	14	1	19	544
12:30 PM	5	133	63	201	63	22	28	113	38	129	9	176	3	22	6	31	521
12:45 PM	4	158	72	234	70	28	29	127	43	132	5	180	6	20	6	32	573
Total Volume	17	562	272	851	272	95	114	481	175	536	28	739	24	74	17	115	2186
% App. Total	2	66	32		56.5	19.8	23.7		23.7	72.5	3.8		20.9	64.3	14.8		
PHF	.850	.889	.850	.909	.895	.848	.864	.904	.875	.971	.778	.957	.545	.841	.708	.871	.954
Peak Hour Analysis From 02:00 PM to 05:15 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:30 PM																	
04:30 PM	4	189	62	255	73	27	19	119	62	200	8	270	6	22	4	32	676
04:45 PM	8	119	67	194	69	42	29	140	56	140	4	200	12	39	8	59	593
05:00 PM	6	183	69	258	88	46	30	164	75	207	7	289	13	46	9	68	779
05:15 PM	9	161	67	237	93	37	28	158	69	159	13	241	5	43	6	54	690
Total Volume	27	652	265	944	323	152	106	581	262	706	32	1000	36	150	27	213	2738
% App. Total	2.9	69.1	28.1		55.6	26.2	18.2		26.2	70.6	3.2		16.9	70.4	12.7		
PHF	.750	.862	.960	.915	.868	.826	.883	.886	.873	.853	.615	.865	.692	.815	.750	.783	.879

<div style="border: 1px solid black; padding: 2px; margin-bottom: 10px;"> Record Numb 781 </div> <div style="font-size: 2em; font-weight: bold; text-align: center;">AM</div>	<div style="display: flex; justify-content: space-around; align-items: center;"> </div> <table border="1" style="margin: 0 auto; text-align: center;"> <tr> <td style="width: 33px; height: 33px;">0</td> <td style="width: 33px; height: 33px;">0</td> <td style="width: 33px; height: 33px;">1</td> </tr> </table> <div style="display: flex; justify-content: space-between; align-items: center; margin-top: 10px;"> <div style="text-align: center;"> 0 3 </div> <div style="width: 20%;"></div> <div style="text-align: center;"> 0 3 </div> </div>	0	0	1										
0	0	1												
<div style="display: flex; flex-direction: column; align-items: center;"> </div> <table border="1" style="margin: 0 auto; text-align: center;"> <tr> <td style="width: 33px; height: 33px;">0</td> <td style="width: 33px; height: 33px;">5</td> </tr> <tr> <td style="width: 33px; height: 33px;">0</td> <td style="width: 33px; height: 33px;"></td> </tr> <tr> <td style="width: 33px; height: 33px;">0</td> <td style="width: 33px; height: 33px;"></td> </tr> </table> <div style="display: flex; justify-content: center; align-items: center; margin-top: 10px;"> 0 4 </div>	0	5	0		0		<div style="display: flex; flex-direction: column; align-items: center;"> <div style="font-weight: bold;">NORTH</div> </div> <div style="margin-top: 10px;"> Date Thursday, February 15, 2018 N-S Street College E-W Street Maple/Jefferson Time AM ICU 20 Name SG </div>	<div style="display: flex; flex-direction: column; align-items: center;"> </div> <table border="1" style="margin: 0 auto; text-align: center;"> <tr> <td style="width: 33px; height: 33px;">0</td> <td style="width: 33px; height: 33px;">0</td> </tr> <tr> <td style="width: 33px; height: 33px;"></td> <td style="width: 33px; height: 33px;">0</td> </tr> <tr> <td style="width: 33px; height: 33px;"></td> <td style="width: 33px; height: 33px;">0</td> </tr> </table> <div style="display: flex; justify-content: center; align-items: center; margin-top: 10px;"> 1 1 </div>	0	0		0		0
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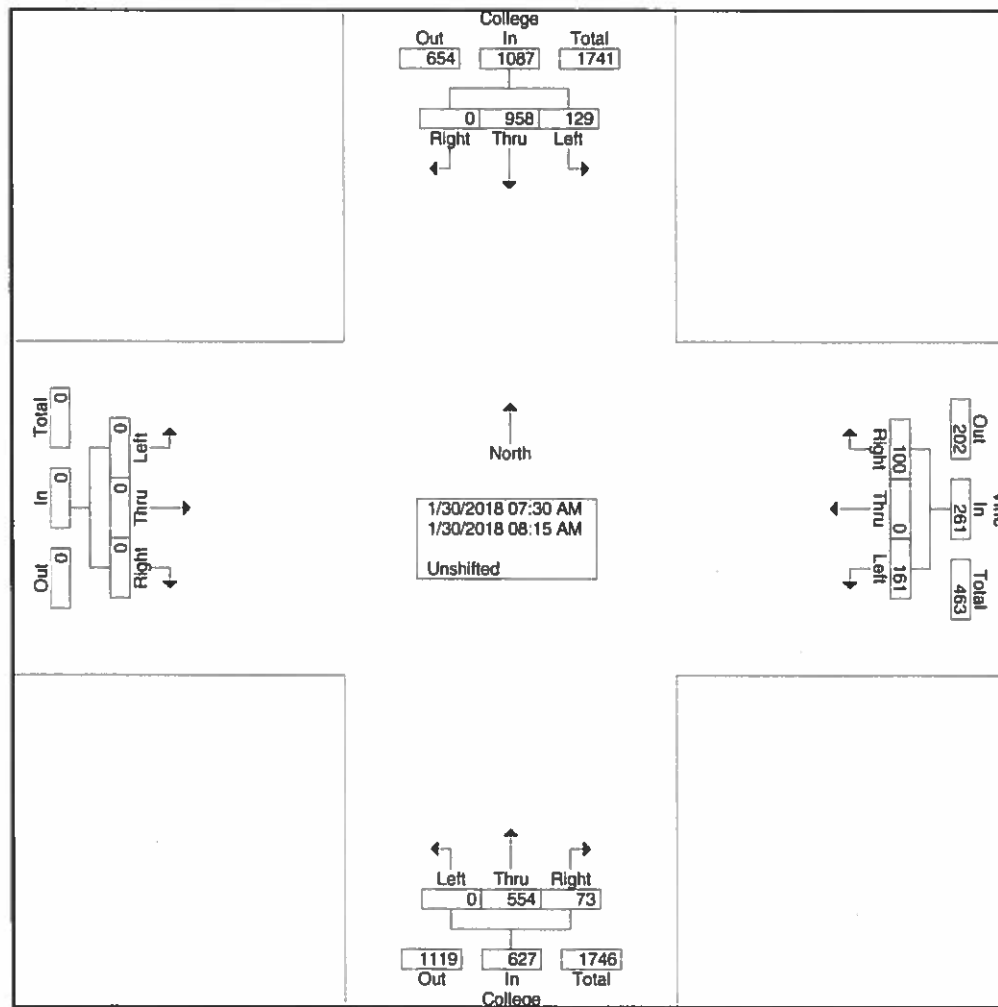
City of Fort Collins Traffic Operations
 626 Linden Street, PO Box 580
 Fort Collins, CO 80522-0580
Peak Hour Turning Movement Study

North/South Street: College
 East/West Street: Vine
 Time: AM
 ICU Number: 21

File Name : College & Vine 1-31-18
 Site Code : 00000021
 Start Date : 1/30/2018
 Page No : 1

Groups Printed- Unshifted

Start Time	College Southbound				Vine Westbound				College Northbound				Eastbound				Int. Total
	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	
07:30 AM	0	267	32	299	19	0	43	62	14	148	0	162	0	0	0	0	523
07:45 AM	0	279	35	314	35	0	47	82	24	148	0	172	0	0	0	0	568
Total	0	546	67	613	54	0	90	144	38	296	0	334	0	0	0	0	1091
08:00 AM	0	210	31	241	24	0	26	50	15	130	0	145	0	0	0	0	436
08:15 AM	0	202	31	233	22	0	45	67	20	128	0	148	0	0	0	0	448
Grand Total	0	958	129	1087	100	0	161	261	73	554	0	627	0	0	0	0	1975
Apprch %	0	88.1	11.9		38.3	0	61.7		11.6	88.4	0		0	0	0		
Total %	0	48.5	6.5	55	5.1	0	8.2	13.2	3.7	28.1	0	31.7	0	0	0	0	



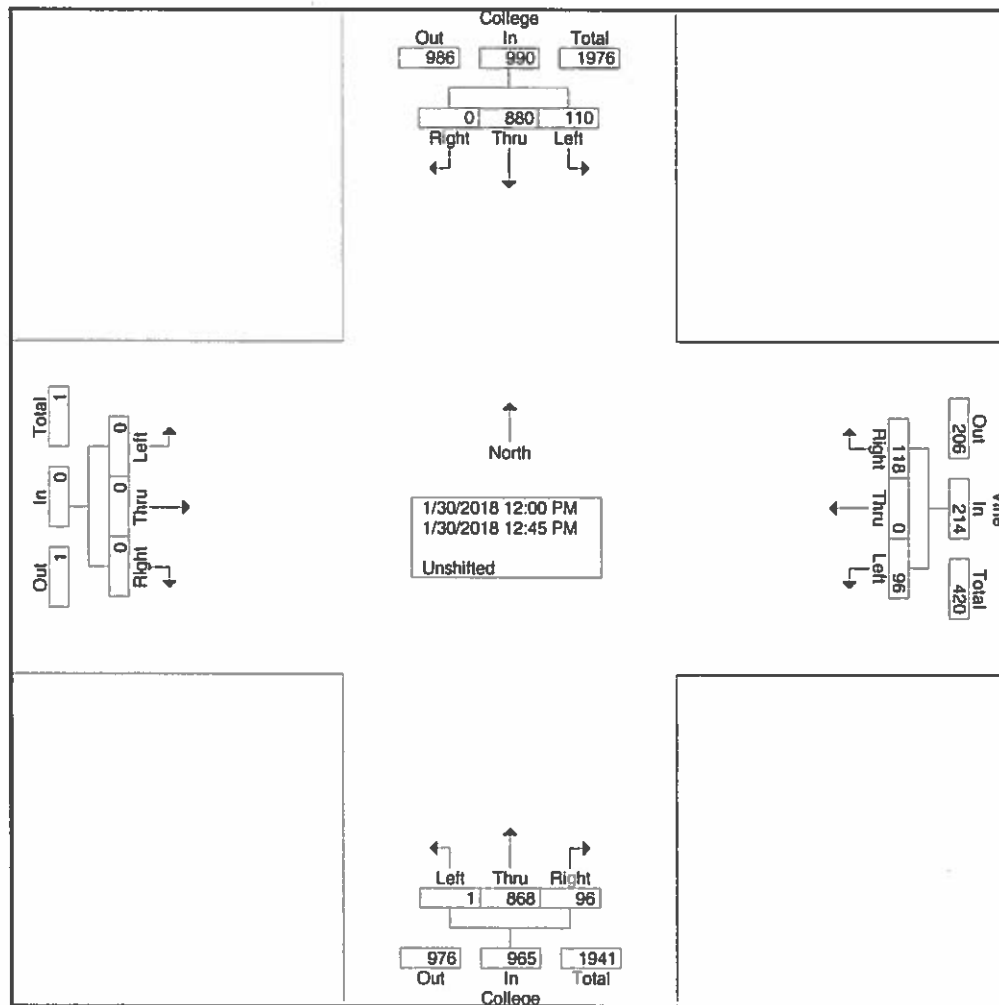
City of Fort Collins Traffic Operations
 626 Linden Street, PO Box 580
 Fort Collins, CO 80522-0580
Peak Hour Turning Movement Study

North/South Street: College
 East/West Street: Vine
 Time: NN
 ICU Number: 21

File Name : College & Vine 1-31-18
 Site Code : 00000021
 Start Date : 1/30/2018
 Page No : 1

Groups Printed- Unshifted

	College Southbound				Vine Westbound				College Northbound				Eastbound				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
12:00 PM	0	205	29	234	29	0	32	61	28	218	0	246	0	0	0	0	541
12:15 PM	0	210	27	237	33	0	20	53	23	230	1	254	0	0	0	0	544
12:30 PM	0	236	28	264	30	0	17	47	17	176	0	193	0	0	0	0	504
12:45 PM	0	229	26	255	26	0	27	53	28	244	0	272	0	0	0	0	580
Total	0	880	110	990	118	0	96	214	96	868	1	965	0	0	0	0	2169
Grand Total	0	880	110	990	118	0	96	214	96	868	1	965	0	0	0	0	2169
Apprch %	0	88.9	11.1		55.1	0	44.9		9.9	89.9	0.1		0	0	0		
Total %	0	40.6	5.1	45.6	5.4	0	4.4	9.9	4.4	40	0	44.5	0	0	0	0	



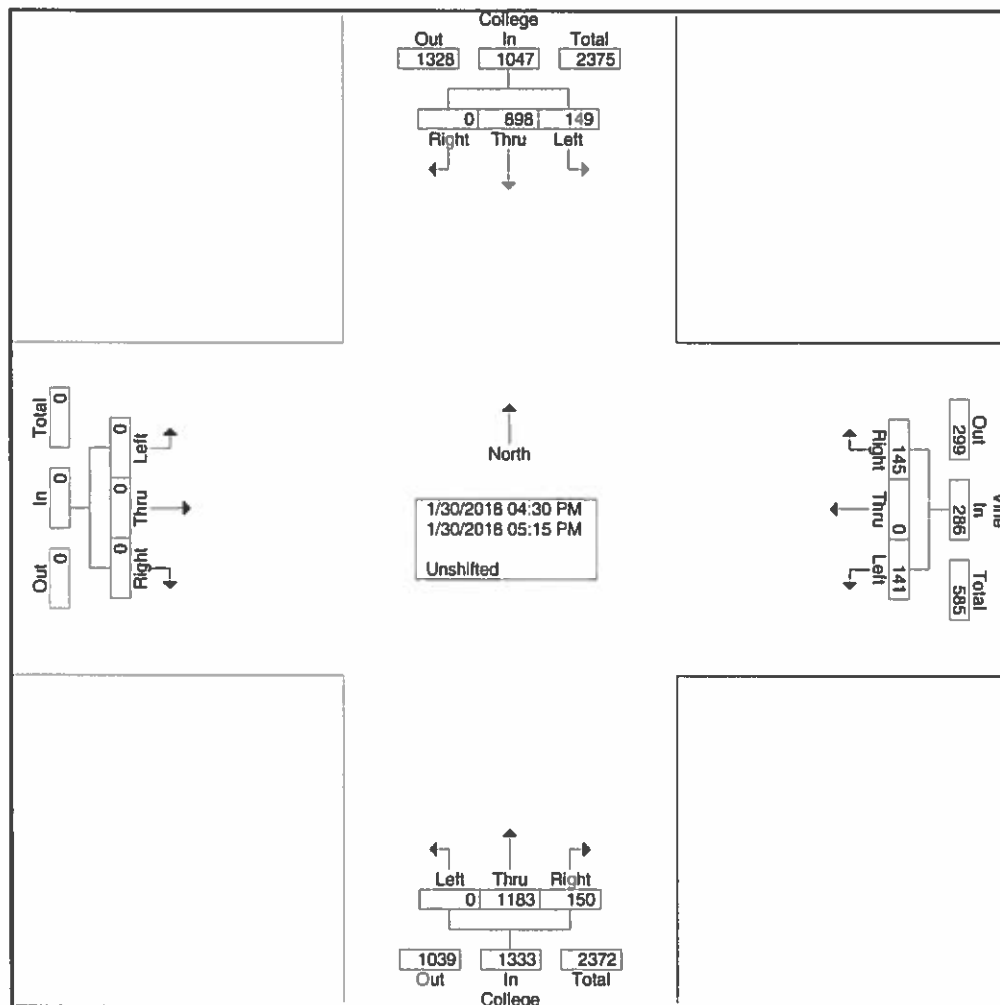
City of Fort Collins Traffic Operations
 626 Linden Street, PO Box 580
 Fort Collins, CO 80522-0580
Peak Hour Turning Movement Study

North/South Street: College
 East/West Street: Vine
 Time: PM
 ICU Number: 21

File Name : College & Vine 1-31-18
 Site Code : 00000021
 Start Date : 1/30/2018
 Page No : 1

Groups Printed- Unshifted

Start Time	College Southbound				Vine Westbound				College Northbound				Eastbound				Int. Total
	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	
04:30 PM	0	223	46	269	39	0	25	64	21	230	0	251	0	0	0	0	584
04:45 PM	0	228	34	262	28	0	36	64	42	318	0	360	0	0	0	0	686
Total	0	451	80	531	67	0	61	128	63	548	0	611	0	0	0	0	1270
05:00 PM	0	253	28	281	35	0	47	82	45	305	0	350	0	0	0	0	713
05:15 PM	0	194	41	235	43	0	33	76	42	330	0	372	0	0	0	0	683
Grand Total	0	898	149	1047	145	0	141	286	150	1183	0	1333	0	0	0	0	2666
Apprch %	0	85.8	14.2		50.7	0	49.3		11.3	88.7	0		0	0	0		
Total %	0	33.7	5.6	39.3	5.4	0	5.3	10.7	5.6	44.4	0	50	0	0	0	0	

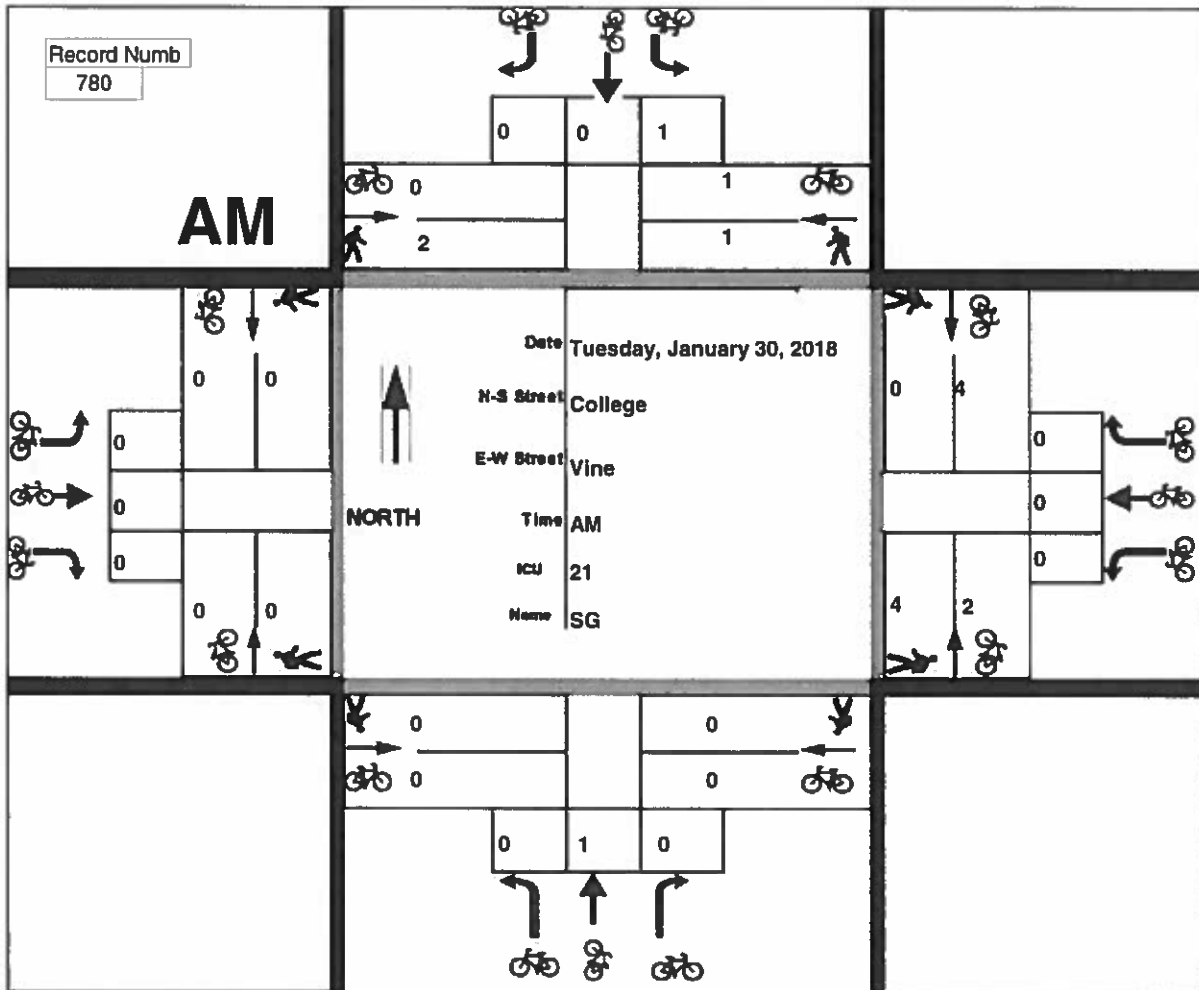


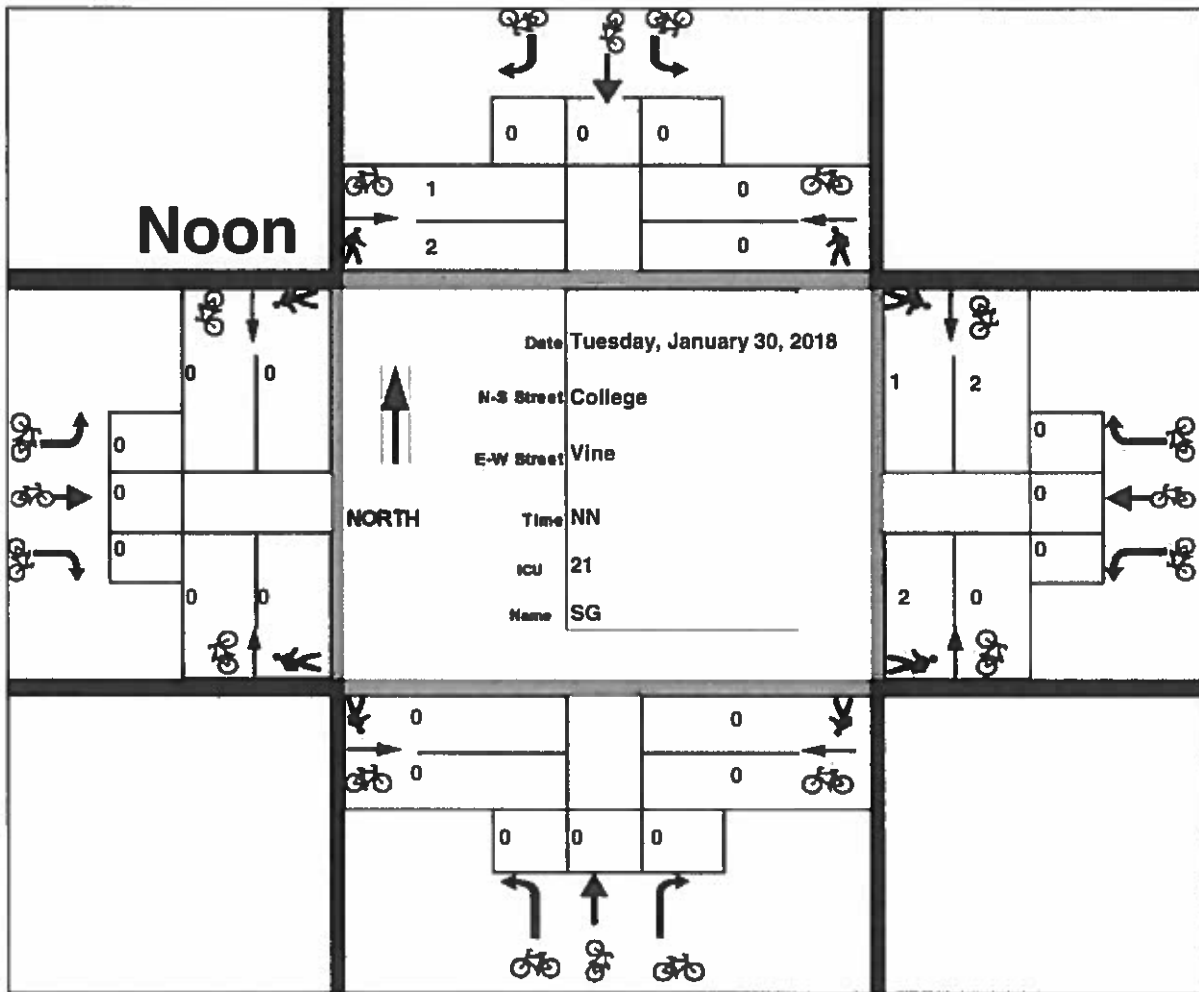
City of Fort Collins Traffic Operations
 626 Linden Street, PO Box 580
 Fort Collins, CO 80522-0580
Peak Hour Turning Movement Study

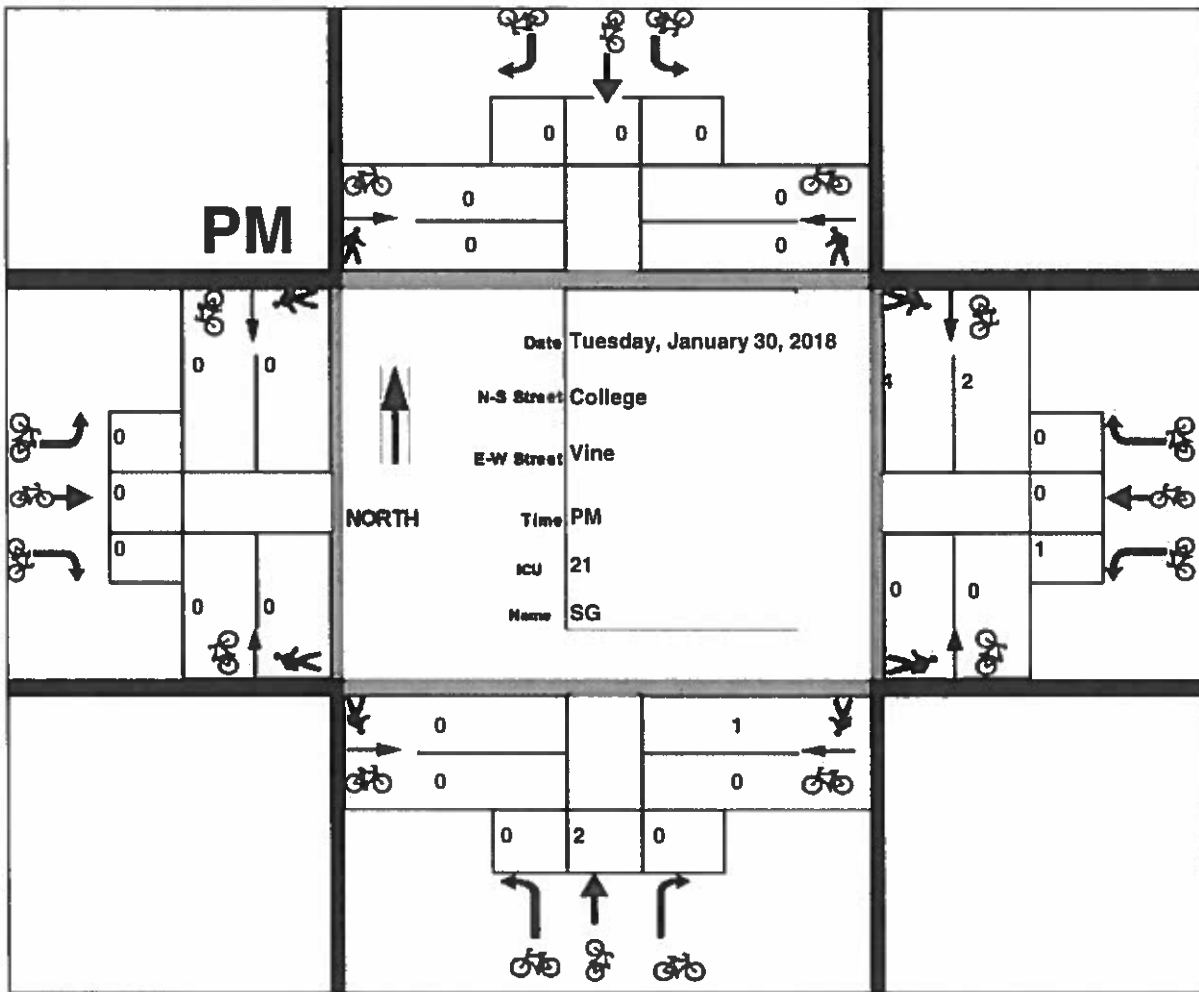
North/South Street: College
 East/West Street: Vine
 Time: PHF
 ICU Number: 21

File Name : College & Vine 1-31-18
 Site Code : 00000021
 Start Date : 1/30/2018
 Page No : 1

	College Southbound				Vine Westbound				College Northbound				Eastbound				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
Peak Hour Analysis From 07:30 AM to 09:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:30 AM																	
07:30 AM	0	267	32	299	19	0	43	62	14	148	0	162	0	0	0	0	523
07:45 AM	0	279	35	314	35	0	47	82	24	148	0	172	0	0	0	0	568
08:00 AM	0	210	31	241	24	0	26	50	15	130	0	145	0	0	0	0	436
08:15 AM	0	202	31	233	22	0	45	67	20	128	0	148	0	0	0	0	448
Total Volume	0	958	129	1087	100	0	161	261	73	554	0	627	0	0	0	0	1975
% App. Total	0	88.1	11.9		38.3	0	61.7		11.6	88.4	0		0	0	0		
PHF	.000	.858	.921	.865	.714	.000	.856	.796	.760	.936	.000	.911	.000	.000	.000	.000	.869
Peak Hour Analysis From 10:00 AM to 01:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 12:00 PM																	
12:00 PM	0	205	29	234	29	0	32	61	28	218	0	246	0	0	0	0	541
12:15 PM	0	210	27	237	33	0	20	53	23	230	1	254	0	0	0	0	544
12:30 PM	0	236	28	264	30	0	17	47	17	176	0	193	0	0	0	0	504
12:45 PM	0	229	26	255	26	0	27	53	28	244	0	272	0	0	0	0	580
Total Volume	0	880	110	990	118	0	96	214	96	868	1	965	0	0	0	0	2169
% App. Total	0	88.9	11.1		55.1	0	44.9		9.9	89.9	0.1		0	0	0		
PHF	.000	.932	.948	.938	.894	.000	.750	.877	.857	.889	.250	.887	.000	.000	.000	.000	.935
Peak Hour Analysis From 02:00 PM to 05:15 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:30 PM																	
04:30 PM	0	223	46	269	39	0	25	64	21	230	0	251	0	0	0	0	584
04:45 PM	0	228	34	262	28	0	36	64	42	318	0	360	0	0	0	0	686
05:00 PM	0	253	28	281	35	0	47	82	45	305	0	350	0	0	0	0	713
05:15 PM	0	194	41	235	43	0	33	76	42	330	0	372	0	0	0	0	683
Total Volume	0	898	149	1047	145	0	141	286	150	1183	0	1333	0	0	0	0	2666
% App. Total	0	85.8	14.2		50.7	0	49.3		11.3	88.7	0		0	0	0		
PHF	.000	.887	.810	.931	.843	.000	.750	.872	.833	.896	.000	.896	.000	.000	.000	.000	.935







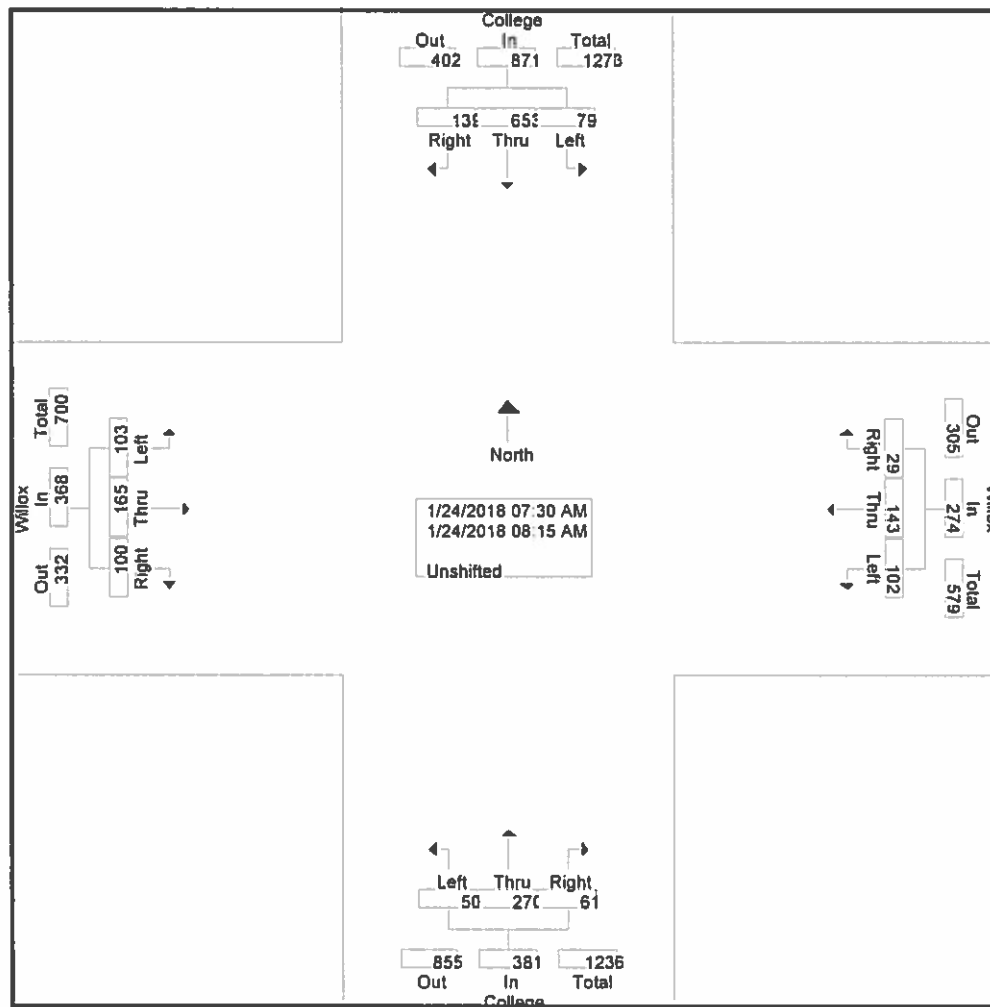
City of Fort Collins Traffic Operations
 626 Linden Street, PO Box 580
 Fort Collins, CO 80522-0580
Peak Hour Turning Movement Study

North/South Street: College
 East/West Street: Willox
 Time: AM
 ICU Number: 75

File Name : College & Willox 1-25-18
 Site Code : 00000075
 Start Date : 1/24/2018
 Page No : 1

Groups Printed- Unshifted

	College Southbound				Willox Westbound				College Northbound				Willox Eastbound				
Start Time	Right	Thru	Left	App Total	Right	Thru	Left	App Total	Right	Thru	Left	App Total	Right	Thru	Left	App Total	Int Total
07:30 AM	23	161	26	210	5	31	26	62	13	63	11	87	23	41	25	89	448
07:45 AM	33	219	15	267	9	35	24	68	16	73	11	100	22	43	35	100	535
Total	56	380	41	477	14	66	50	130	29	136	22	187	45	84	60	189	983
08:00 AM	42	128	21	191	8	36	26	70	22	66	12	100	26	51	17	94	455
08:15 AM	41	145	17	203	7	41	26	74	10	68	16	94	29	30	26	85	456
Grand Total	139	653	79	871	29	143	102	274	61	270	50	381	100	165	103	368	1894
Approch %	16	75	9.1		10.6	52.2	37.2		16	70.9	13.1		27.2	44.8	28		
Total %	7.3	34.5	4.2	46	1.5	7.6	5.4	14.5	3.2	14.3	2.6	20.1	5.3	8.7	5.4	19.4	



City of Fort Collins Traffic Operations

626 Linden Street, PO Box 580

Fort Collins, CO 80522-0580

Peak Hour Turning Movement Study

North/South Street: College

East/West Street: Willox

Time: NN

ICU Number: 75

File Name : College & Willox 1-25-18

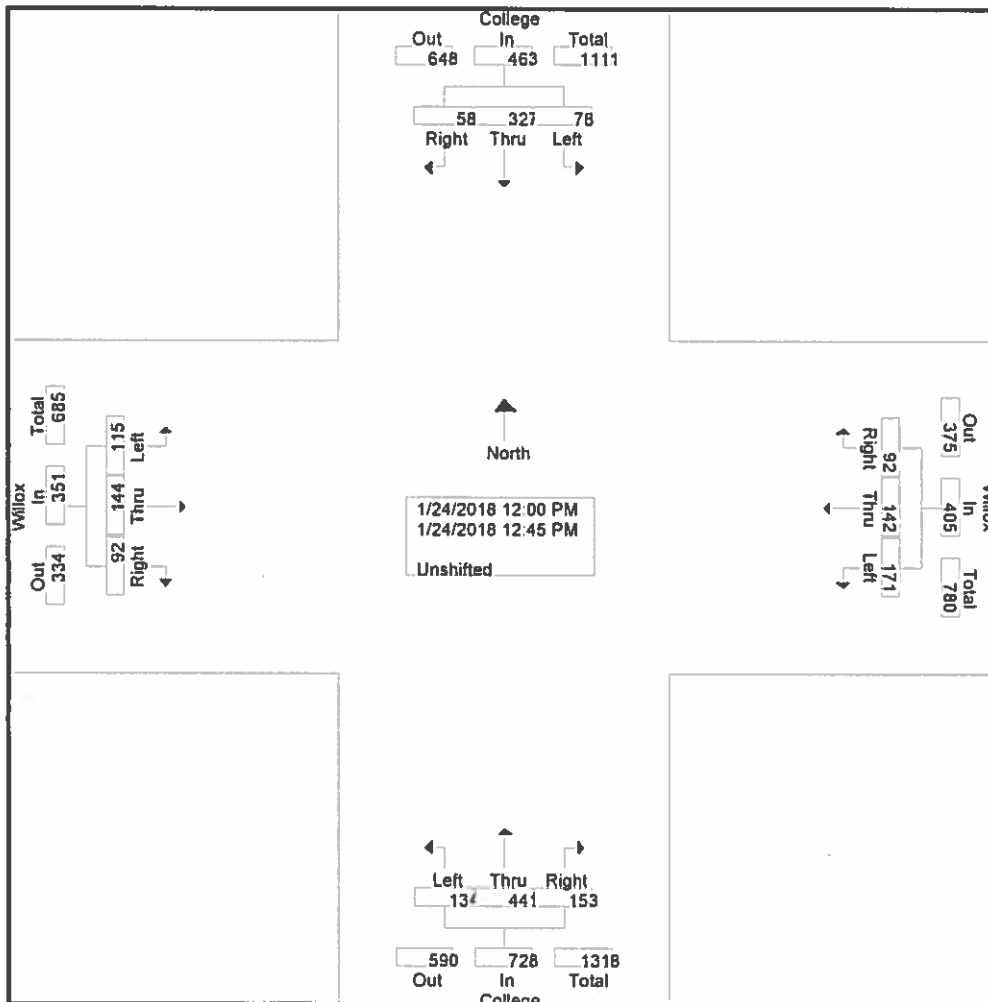
Site Code : 00000075

Start Date : 1/24/2018

Page No : 1

Groups Printed- Unshifted

	College Southbound				Willox Westbound				College Northbound				Willox Eastbound				
Start Time	Right	Thru	Left	App Total	Right	Thru	Left	App Total	Right	Thru	Left	App Total	Right	Thru	Left	App Total	Int Total
12:00 PM	15	71	19	105	21	31	43	95	36	118	43	197	28	34	31	93	490
12:15 PM	16	80	21	117	25	33	32	90	44	112	29	185	21	42	26	89	481
12:30 PM	12	91	21	124	22	40	52	114	32	103	31	166	22	38	22	82	486
12:45 PM	15	85	17	117	24	38	44	106	41	108	31	180	21	30	36	87	490
Total	58	327	78	463	92	142	171	405	153	441	134	728	92	144	115	351	1947
Grand Total	58	327	78	463	92	142	171	405	153	441	134	728	92	144	115	351	1947
Approch %	12.5	70.6	16.8		22.7	35.1	42.2		21	60.6	18.4		26.2	41	32.8		
Total %	3	16.8	4	23.8	4.7	7.3	8.8	20.8	7.9	22.7	6.9	37.4	4.7	7.4	5.9	18	



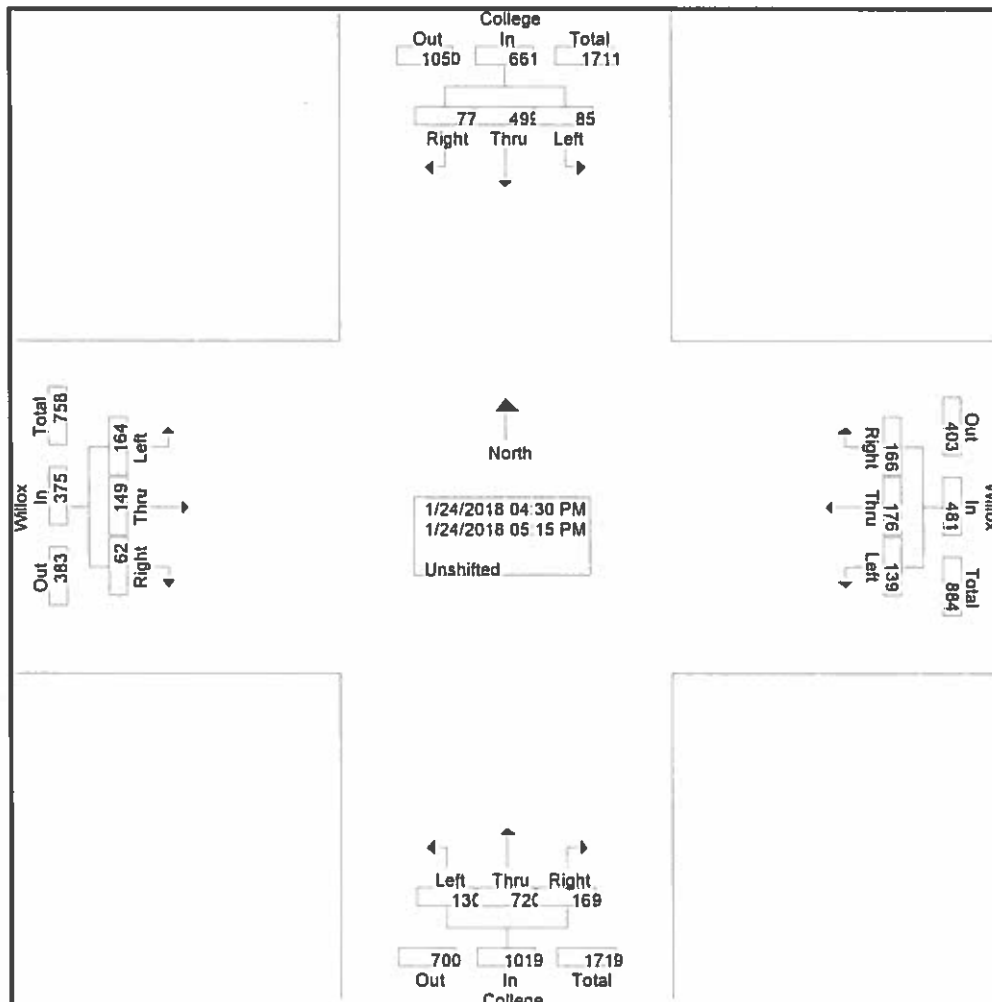
City of Fort Collins Traffic Operations
 626 Linden Street, PO Box 580
 Fort Collins, CO 80522-0580
Peak Hour Turning Movement Study

North/South Street: College
 East/West Street: Willox
 Time: PM
 ICU Number: 75

File Name : College & Willox 1-25-18
 Site Code : 00000075
 Start Date : 1/24/2018
 Page No : 1

Groups Printed- Unshifted

	College Southbound				Willox Westbound				College Northbound				Willox Eastbound				
Start Time	Right	Thru	Left	App Total	Right	Thru	Left	App Total	Right	Thru	Left	App Total	Right	Thru	Left	App Total	Int Total
04:30 PM	17	113	25	155	34	53	40	127	33	171	43	247	20	33	33	86	615
04:45 PM	17	109	18	144	47	49	29	125	39	155	23	217	10	28	43	81	567
Total	34	222	43	299	81	102	69	252	72	326	66	464	30	61	76	167	1182
05:00 PM	20	146	25	191	36	42	31	109	55	212	25	292	14	36	45	95	687
05:15 PM	23	131	17	171	49	32	39	120	42	182	39	263	18	52	43	113	667
Grand Total	77	499	85	661	166	176	139	481	169	720	130	1019	62	149	164	375	2536
Apprch %	11.6	75.5	12.9		34.5	36.6	28.9		16.6	70.7	12.8		16.5	39.7	43.7		
Total %	3	19.7	3.4	26.1	6.5	6.9	5.5	19	6.7	28.4	5.1	40.2	2.4	5.9	6.5	14.8	



City of Fort Collins Traffic Operations
 626 Linden Street, PO Box 580
 Fort Collins, CO 80522-0580
Peak Hour Turning Movement Study

North/South Street: College
 East/West Street: Willox
 Time: PHF
 ICU Number: 75

File Name : College & Willox 1-25-18
 Site Code : 00000075
 Start Date : 1/24/2018
 Page No : 1

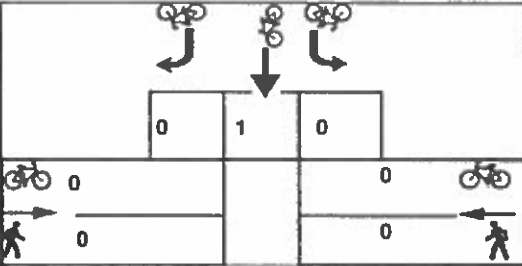
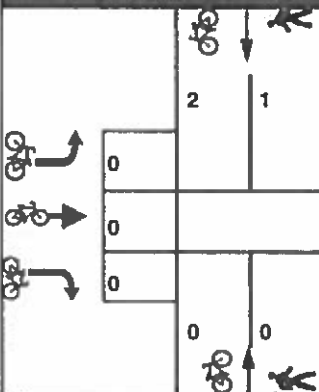
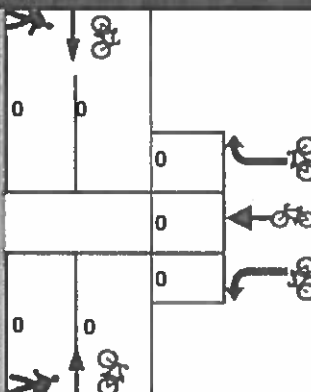
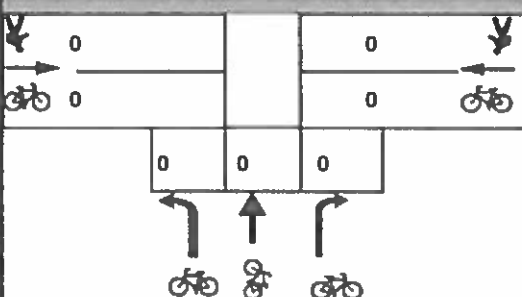
	College Southbound				Willox Westbound				College Northbound				Willox Eastbound				
Start Time	Right	Thru	Left	App Total	Right	Thru	Left	App Total	Right	Thru	Left	App Total	Right	Thru	Left	App Total	Int Total
Peak Hour Analysis From 07:30 AM to 09:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:30 AM																	
07:30 AM	23	161	26	210	5	31	26	62	13	63	11	87	23	41	25	89	448
07:45 AM	33	219	15	267	9	35	24	68	16	73	11	100	22	43	35	100	535
08:00 AM	42	128	21	191	8	36	26	70	22	66	12	100	26	51	17	94	455
08:15 AM	41	145	17	203	7	41	26	74	10	68	16	94	29	30	26	85	456
Total Volume	139	653	79	871	29	143	102	274	61	270	50	381	100	165	103	368	1894
% App. Total	16	75	9.1		10.6	52.2	37.2		16	70.9	13.1		27.2	44.8	28		
PHF	827	745	760	816	806	872	981	926	693	925	781	953	862	809	736	920	885

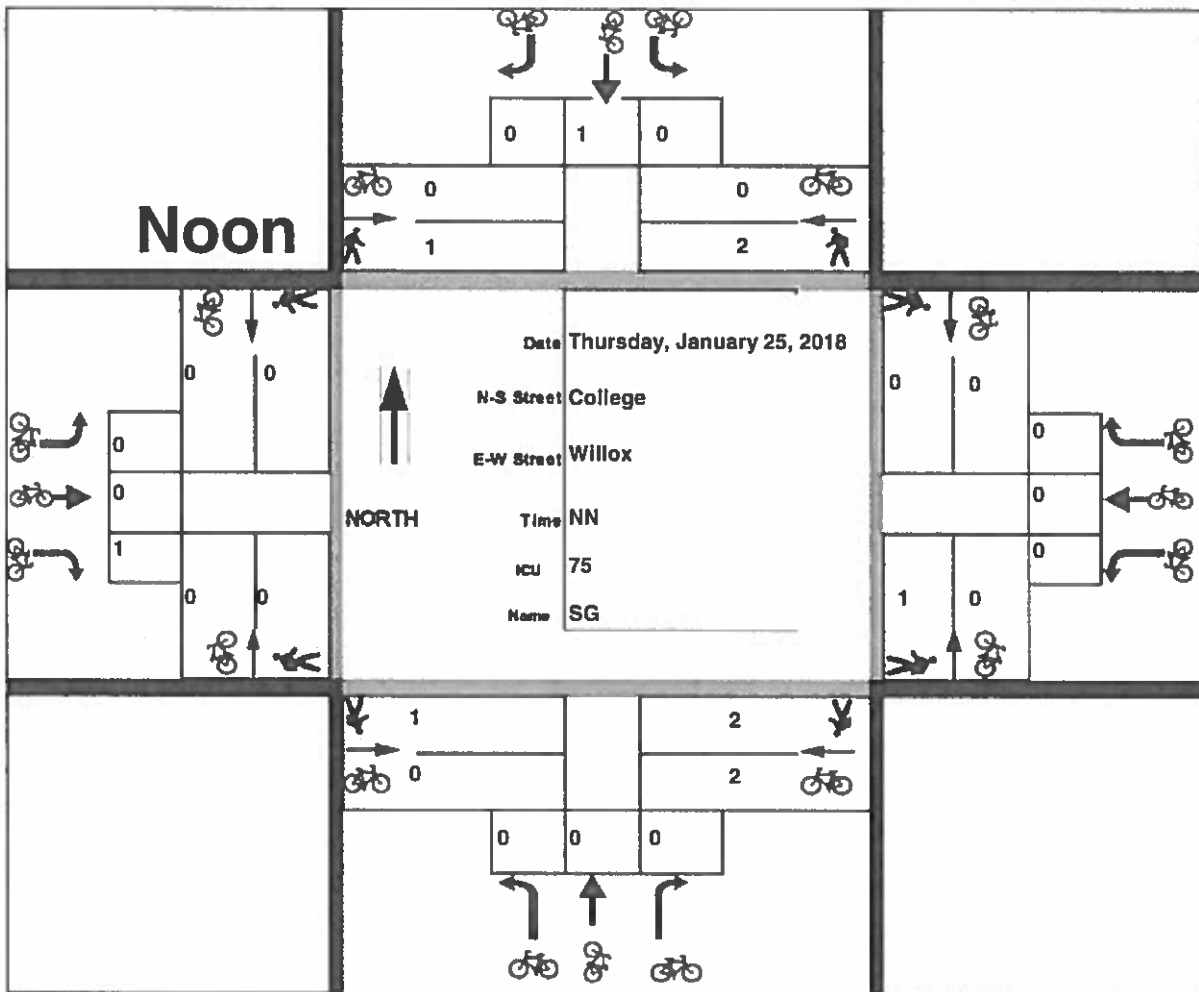
Peak Hour Analysis From 10:00 AM to 01:45 PM - Peak 1 of 1

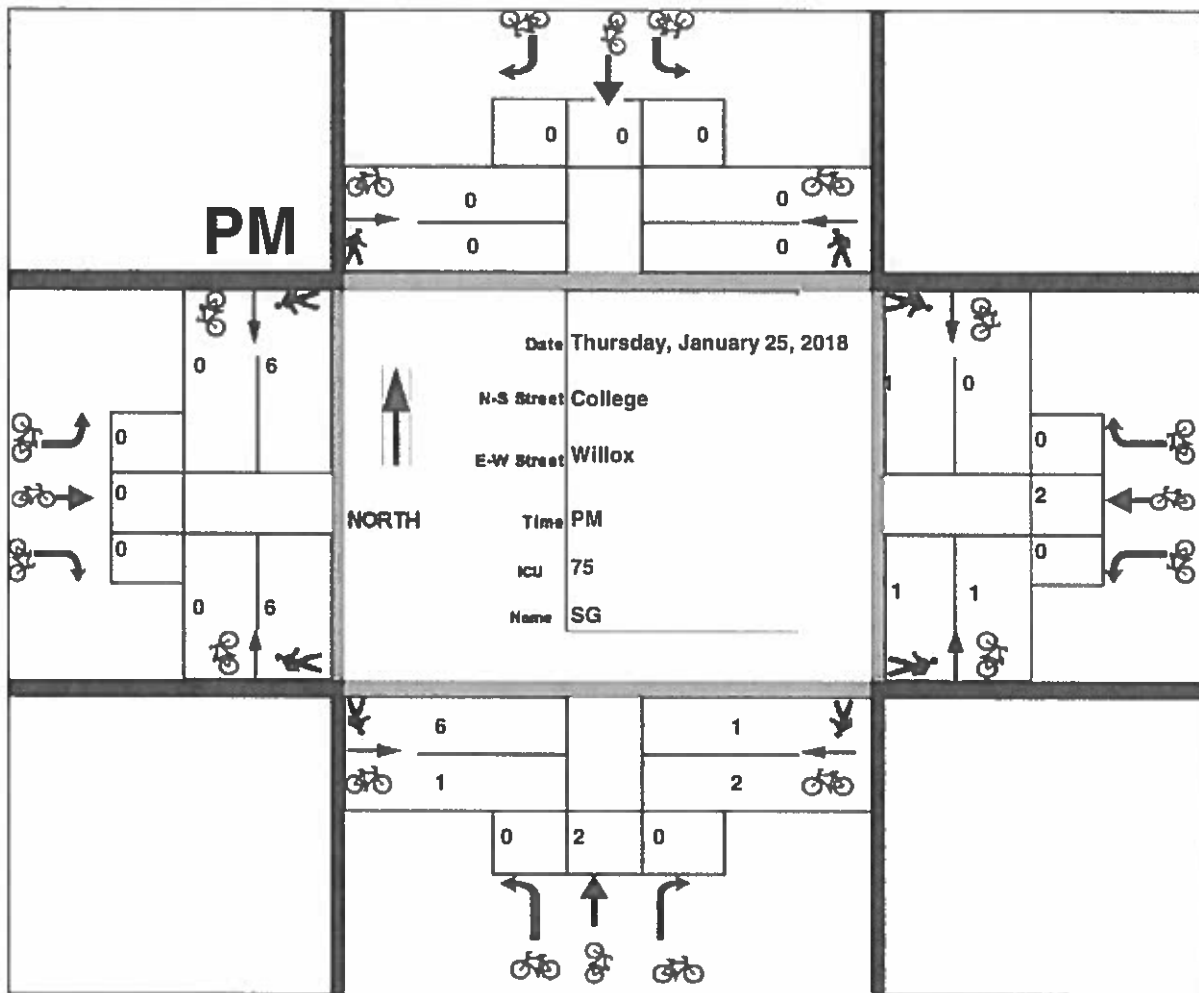
Peak Hour for Entire Intersection Begins at 12:00 PM																	
12:00 PM	15	71	19	105	21	31	43	95	36	118	43	197	28	34	31	93	490
12:15 PM	16	80	21	117	25	33	32	90	44	112	29	185	21	42	26	89	481
12:30 PM	12	91	21	124	22	40	52	114	32	103	31	166	22	38	22	82	486
12:45 PM	15	85	17	117	24	38	44	106	41	108	31	180	21	30	36	87	490
Total Volume	58	327	78	463	92	142	171	405	153	441	134	728	92	144	115	351	1947
% App. Total	12.5	70.6	16.8		22.7	35.1	42.2		21	60.6	18.4		26.2	41	32.8		
PHF	906	898	929	933	920	888	822	888	869	934	779	924	821	857	799	944	993

Peak Hour Analysis From 02:00 PM to 05:15 PM - Peak 1 of 1

Peak Hour for Entire Intersection Begins at 04:30 PM																	
04:30 PM	17	113	25	155	34	53	40	127	33	171	43	247	20	33	33	86	615
04:45 PM	17	109	18	144	47	49	29	125	39	155	23	217	10	28	43	81	567
05:00 PM	20	146	25	191	36	42	31	109	55	212	25	292	14	36	45	95	687
05:15 PM	23	131	17	171	49	32	39	120	42	182	39	263	18	52	43	113	667
Total Volume	77	499	85	661	166	176	139	481	169	720	130	1019	62	149	164	375	2536
% App. Total	11.6	75.5	12.9		34.5	36.6	28.9		16.6	70.7	12.8		16.5	39.7	43.7		
PHF	837	854	850	865	847	830	869	947	768	849	756	872	775	716	911	830	923

<div style="border: 1px solid black; padding: 2px; margin-bottom: 10px;"> Record Numb 771 </div> <div style="font-size: 2em; font-weight: bold; text-align: center;">AM</div>	 <p>Top approach (College St): 0 left, 1 through, 0 right.</p> <p>Left approach (Willox St): 0 through, 0 left.</p> <p>Right approach (Willox St): 0 through, 0 right.</p>	
 <p>Left approach (College St): 0 left, 2 through, 1 right.</p> <p>Bottom approach (College St): 0 left, 0 through, 0 right.</p>	<div style="display: flex; align-items: center; justify-content: center;"> <div> <p>NORTH</p> <p>Date: Thursday, January 25, 2018</p> <p>N-S Street: College</p> <p>E-W Street: Willox</p> <p>Time: AM</p> <p>ICU: 75</p> <p>Name: SG</p> </div> </div>	 <p>Right approach (College St): 0 left, 0 through, 0 right.</p> <p>Top approach (Willox St): 0 left, 0 through, 0 right.</p>
	 <p>Left approach (College St): 0 left, 0 through, 0 right.</p> <p>Bottom approach (College St): 0 left, 0 through, 0 right.</p>	





APPENDIX B

NFRMPO MODEL POPULATION & EMPLOYMENT MAPS

Figure 93: NFRMPO Model - 2015 Employment Density Map

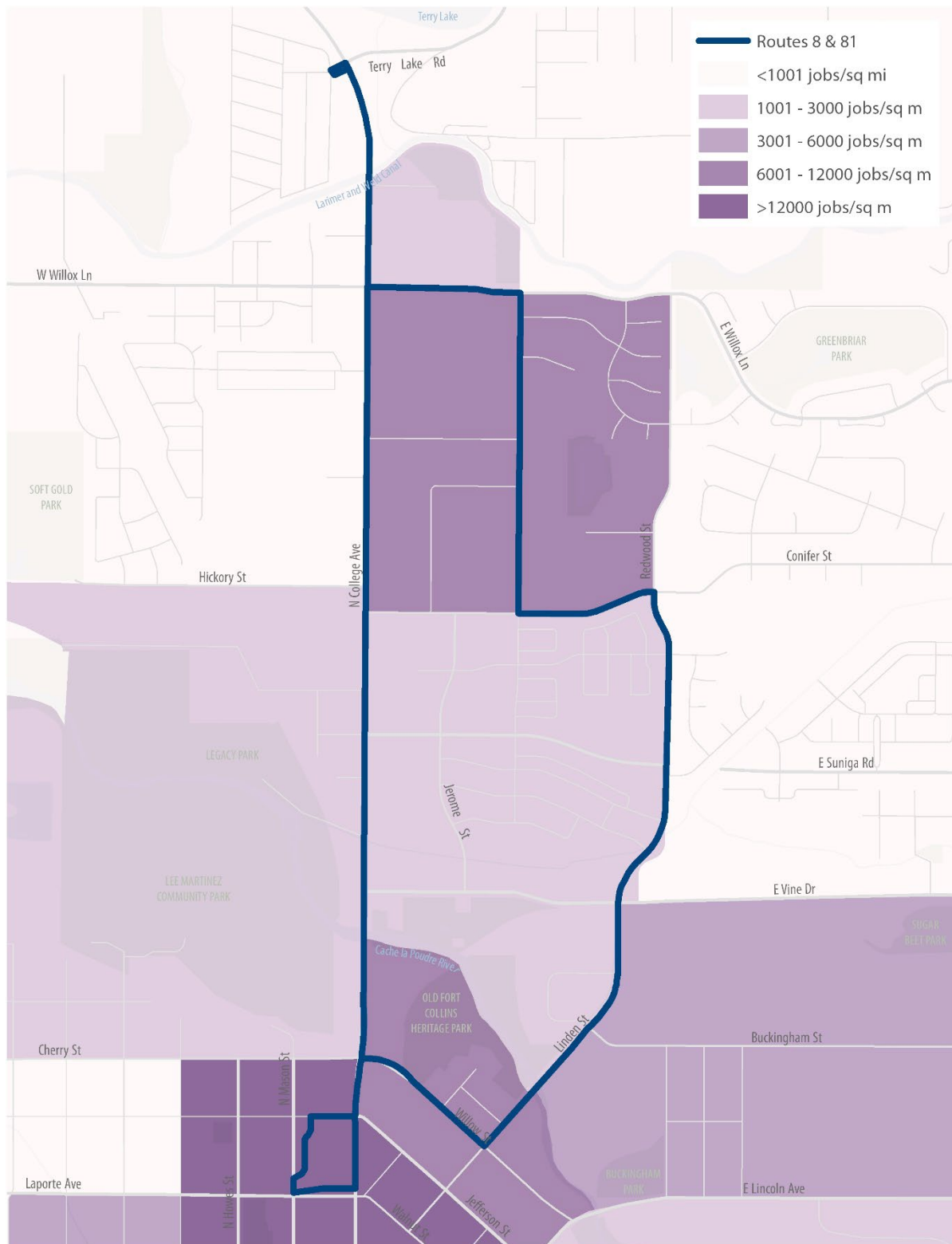


Figure 94: NFRMPO Model - 2045 Employment Density Map

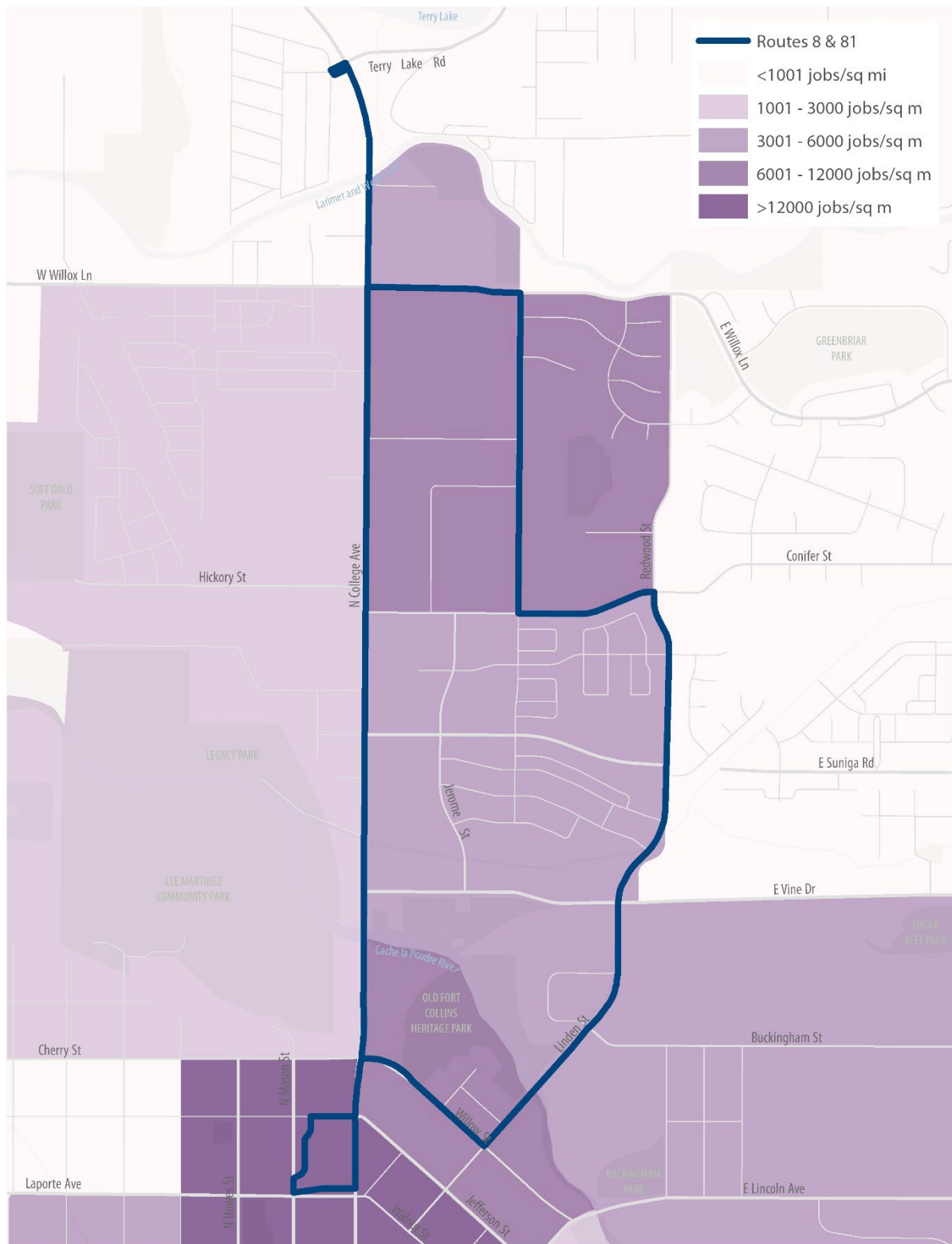


Figure 95: NFRMPO Model - 2015 Population Density Map

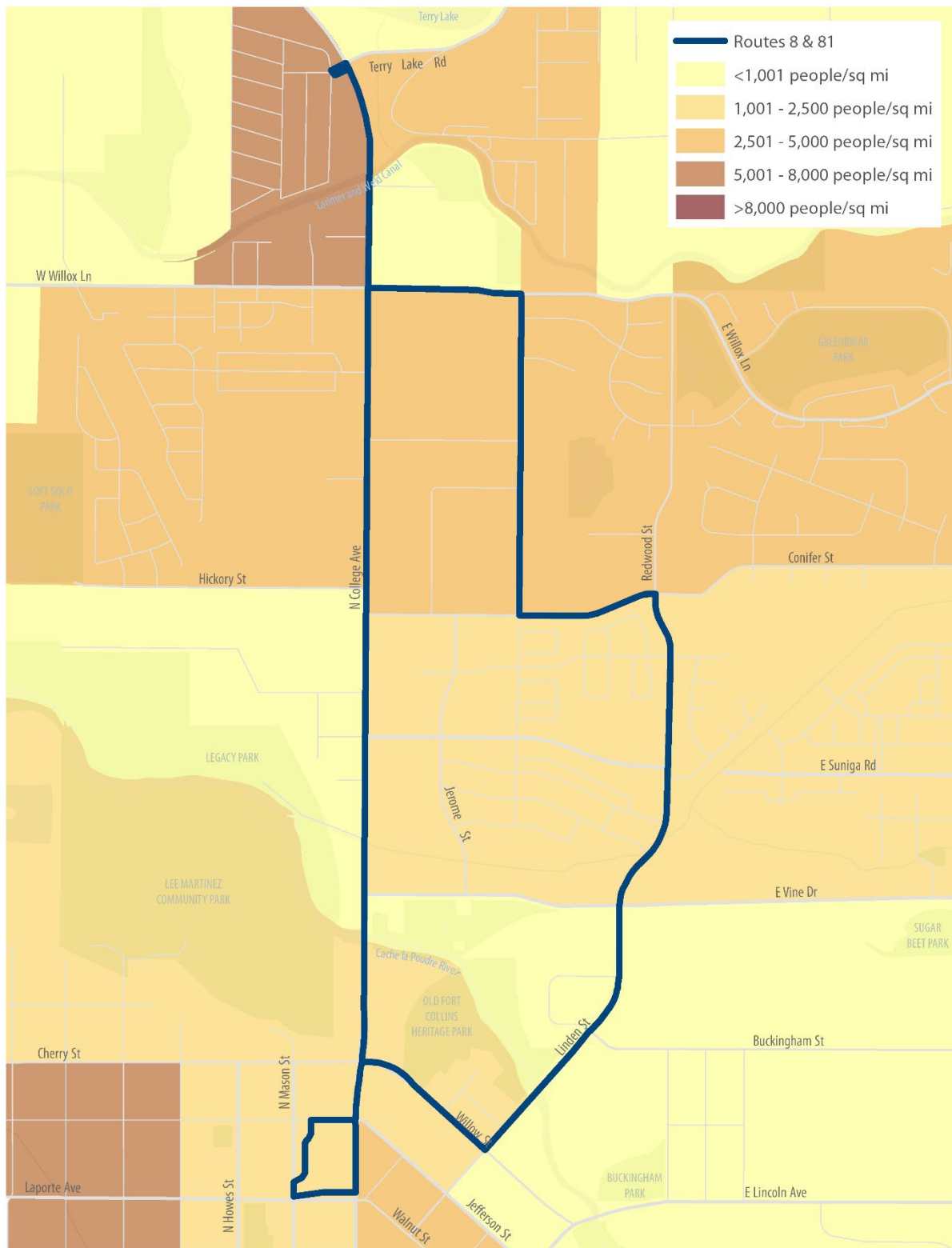
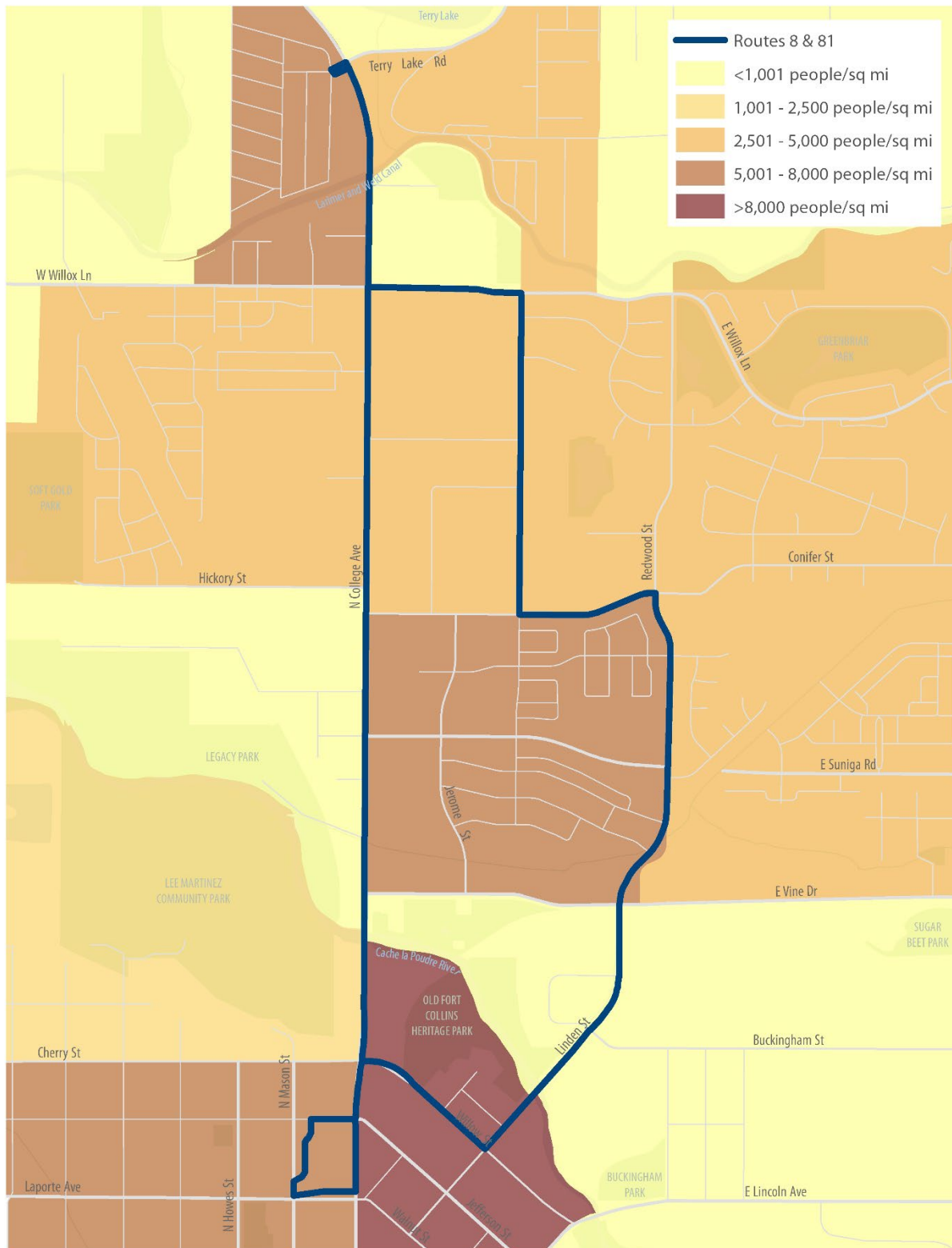


Figure 96: NFRMPO Model - 2045 Population Density Map



APPENDIX C

MARKET AND LAND USE ANALYSIS

Draft Report

North College MAX BRT Market and Land Use Analysis

The Economics of Land Use



Prepared for:
City of Fort Collins

Prepared by:
Economic & Planning Systems, Inc.

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Oakland
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EPS #213005

July 27, 2021

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1. Introduction and Summary of Findings

Background

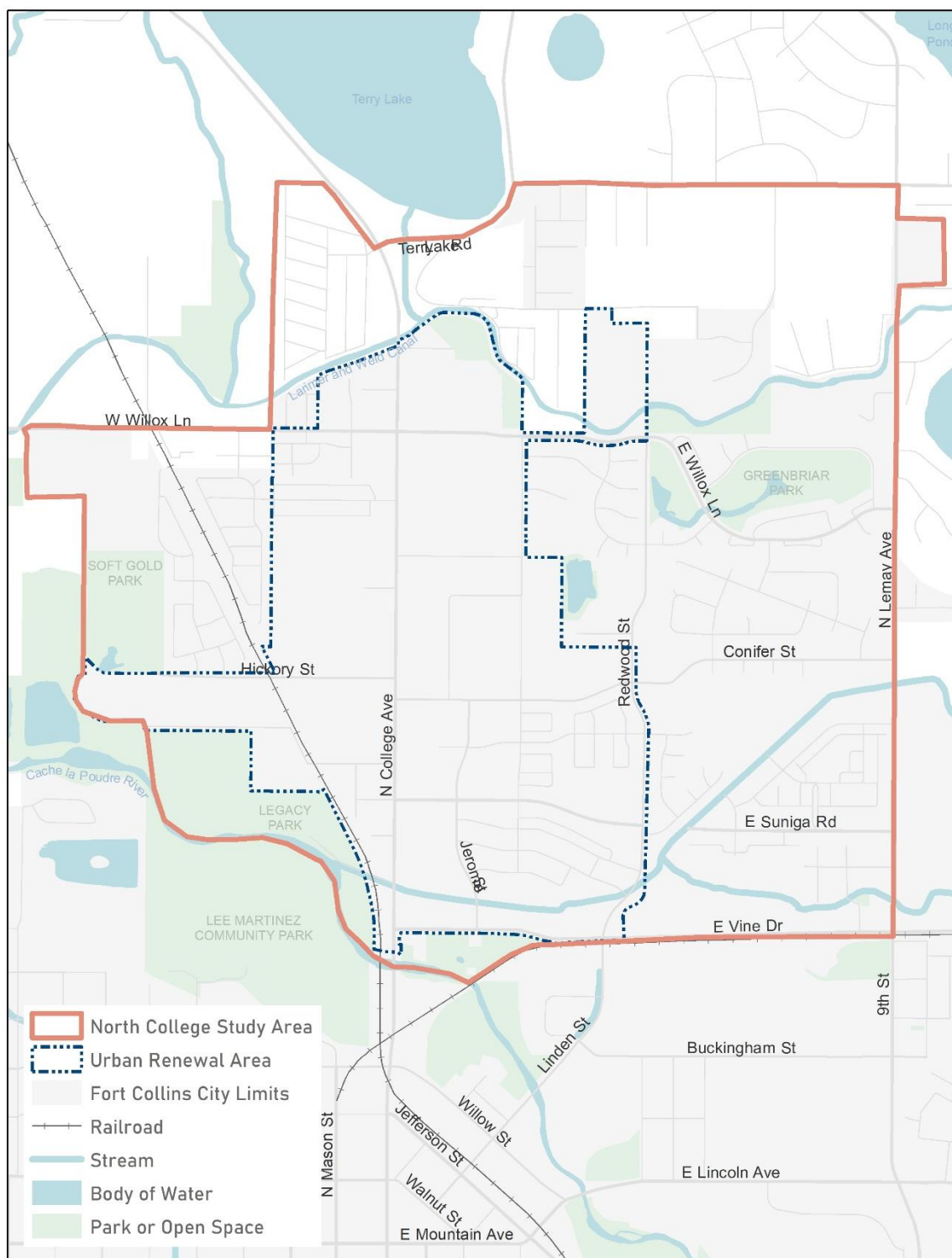
The North College Study Area, shown below in Figure 1, extends from Terry Lake Road to the north, East Vine Drive to the south, North Lemay Avenue to the east, and Cache la Poudre River to the west. The Study Area includes the North College Urban Renewal Authority (URA) boundary as shown. The majority of the Study Area is within the City of Fort Collins with the exception of the northern portion, which is located in Unincorporated Larimer County.

Scope of Work

The report is organized in two chapters following this Introduction and Summary of Findings as follows:

- **Economic and Demographic Framework** – This chapter provides an overview of the economic and demographic conditions within the North College Study Area and the City of Fort Collins. Population, households, and employment trends are summarized.
- **Land Use Analysis** – This chapter illustrates and analyzes the existing land uses within the North College Study Area at the parcel level and identifies **recent and proposed development**. A “soft parcel” analysis is used to identify vacant and underutilized parcels that may offer opportunities for development or redevelopment.

Figure 1. North College Study Area



Summary of Findings

1. *The Study Area is attracting a greater diversity of residents and businesses.*

The North College Study Area population has traditionally been predominately family households with lower-than-average household income. The area is more ethnically diverse than the city as whole as over 40 percent of residents are of Hispanic origin. Newer housing development has diversified the mix of residents living in the area. Larger student-oriented housing projects and new multifamily housing developments have led to more smaller households and non-family households.

2. *The North College Corridor has attracted a significant increase in new households and employment over the past decade.*

The Study Area attracted a limited amount of growth in households and employment prior to 2010. The North College Corridor has attracted a significant increase in new households and employment over the past decade. Since 2010, the Study Area has begun to capture development, specifically housing and supporting retail uses. This recent growth is a product largely of the city becoming more built out and available development sites in the city have become more limited. The attractiveness of downtown and the growth of employment in downtown has also contributed to the increase in housing development in the North College Study Area.

3. *Future development opportunities along the North College BRT Corridor will be primarily located on larger vacant/underutilized parcels to the rear of commercial uses fronting on College Avenue.*

Many of the commercial uses on the corridor, especially on the western side of the street, are on shallow lots of one-half to a full block in depth. As a result, there are portions of many parcels are vacant or used for marginal uses. These areas represent opportunities for future development especially for future housing projects. These parcels however have challenges with supporting development including site access and circulation and stormwater deficiencies.

2. Economic and Demographic Framework

This section provides an overview of existing conditions and trends related to household, demographic, and employment factors. Key changes between 2010 and 2021 are summarized for the North College Study Area and the City of Fort Collins.

Population and Households

There are approximately 6,466 residents living in the North College Study Area, shown in Table 1. The Study Area experienced increased development in recent years and gained 1,355 residents since 2010 or an average of 123 residents per year. This equates to an average annual growth rate of 2.2 percent. Prior to 2010 there were lower amounts of growth with a total of 371 residents between 2000 and 2010. This is an average of 37 residents per year at an annual growth rate of 0.8 percent. The City of Fort Collins has a total of 173,035 residents and increased by 28,342 residents since 2010 or an average of 2,577 residents per year. This is an average annual growth rate of 1.6 percent. From 2000 to 2010, the city experienced less population growth and gained a total of 19,288 residents. This is an average of 1,929 residents per year at an annual growth rate of 1.4 percent.

The North College Study Area has approximately 2,383 households. The average household size is 2.67 residents per household. Since 2010, the Study Area gained nearly 500 households with an average of 45 households per year. From 2000 to 2010 the Study Area gained 117 households or an average of 12 households per year.

Fort Collins has a total of 69,655 households and an average household size of 2.37 residents per households. From 2000 to 2010, Fort Collins gained 9,735 households or an average of 974 households per year. Household growth increased from 2010 to 2021 to a total of 11,542 households or an average of 1,049 households per year.

Table 1. Population and Households, 2000-2021

Description	2000	2010	2021	2000-2010			2010-2021		
				Total	Ann. #	Ann. %	Total	Ann. #	Ann. %
Population									
North College Study Area	4,740	5,111	6,466	371	37	0.8%	1,355	123	2.2%
Fort Collins	125,405	144,693	173,035	19,288	1,929	1.4%	28,342	2,577	1.6%
Households									
North College Study Area	1,768	1,885	2,383	117	12	0.6%	498	45	2.2%
Fort Collins	48,378	58,113	69,655	9,735	974	1.9%	11,542	1,049	1.7%

Source: U.S. Census; ESRI Business Analyst; Economic & Planning Systems

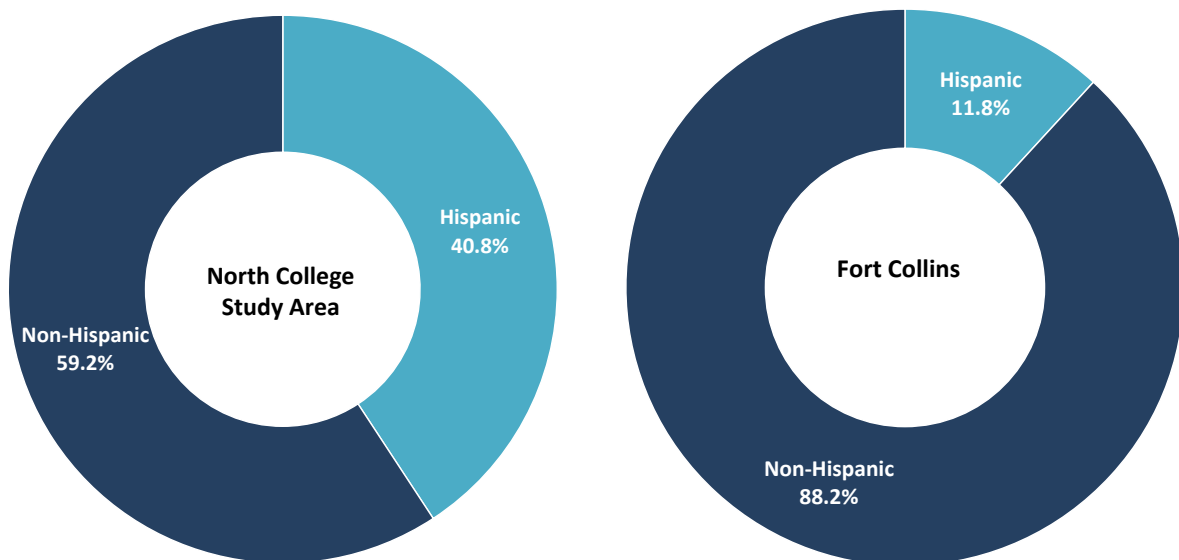
North College Study Area has a significant portion of residents who are of Hispanic origin with 40.8 percent of the total population, shown in Table 2 and Figure 2. There is a greater presence of residents of Hispanic origin in the Study Area compared to Fort Collins where 11.8 percent of the population is of Hispanic origin. Independent of ethnicity, approximately 75.1 percent of the Study Area residents are White, 15.7 percent are Other Race, and 4.7 percent are Two or More Races. While the other categories for race are each less than 2 percent of the total population. In comparison, 86.9 percent of Fort Collins residents are White, 3.8 percent are Two or More Races, 3.5 percent are Other Race, and 3.3 percent are Asian.

Table 2. North College Study Area Race and Ethnicity, 2021

Description	North College Study Area		Fort Collins	
	2021	% Total	2021	% Total
White	4,853	75.1%	150,369	86.9%
Black/African American	70	1.1%	2,781	1.6%
American Indian/Alaska Native	116	1.8%	1,228	0.7%
Asian	93	1.4%	5,784	3.3%
Pacific Islander	12	0.2%	162	0.1%
Other Race	1,016	15.7%	6,097	3.5%
Two or More Races	306	4.7%	6,614	3.8%
Total	6,466	100.0%	173,035	100.0%
Hispanic	2,636	40.8%	20,416	11.8%
Non-Hispanic	3,830	59.2%	152,619	88.2%
Total	6,466	100.0%	173,035	100.0%

Source: U.S. Census; Esri Business Analyst; Economic & Planning Systems

Figure 2. Hispanic Population, 2021



Source: U.S. Census; Esri Business Analyst; Economic & Planning Systems

Source: U.S. Census; Esri Business Analyst; Economic & Planning Systems

North College Study Area and the city each have a significant portion of family households with 57.7 percent and 53.9 percent, respectively. Additionally, approximately a quarter of all households in both areas are 2-person family households, shown in Table 3. Nonfamily 1-person households account for approximately a quarter of all households in the Study Area and city. The Study Area has a larger proportion of children ages 9 and younger at 15.5 percent compared to 10.1 percent in Fort Collins, shown in Table 3. Households by Type, 2019

Description	North College Study Area		Fort Collins	
	2019	% Total	2019	% Total
Family Households				
2-person	584	25.5%	15,649	24.2%
3-person	323	14.1%	7,781	12.0%
4-person	201	8.8%	7,974	12.3%
5-person	168	7.3%	2,605	4.0%
6-person	9	0.4%	556	0.9%
7+ person	<u>32</u>	<u>1.4%</u>	<u>270</u>	<u>0.4%</u>
Subtotal	1,317	57.5%	34,835	53.9%
Nonfamily Households				
1-person	585	25.5%	15,969	24.7%
2-person	210	9.2%	8,850	13.7%
3-person	122	5.3%	3,722	5.8%
4-person	4	0.2%	976	1.5%
5-person	53	2.3%	189	0.3%
6-person	0	0.0%	58	0.1%
7+ person	<u>0</u>	<u>0.0%</u>	<u>0</u>	<u>0.0%</u>
Subtotal	973	42.5%	29,764	46.1%
Total	2,290	100.0%	64,599	100.0%

Source: U.S. Census; Esri Business Analyst; Economic & Planning Systems

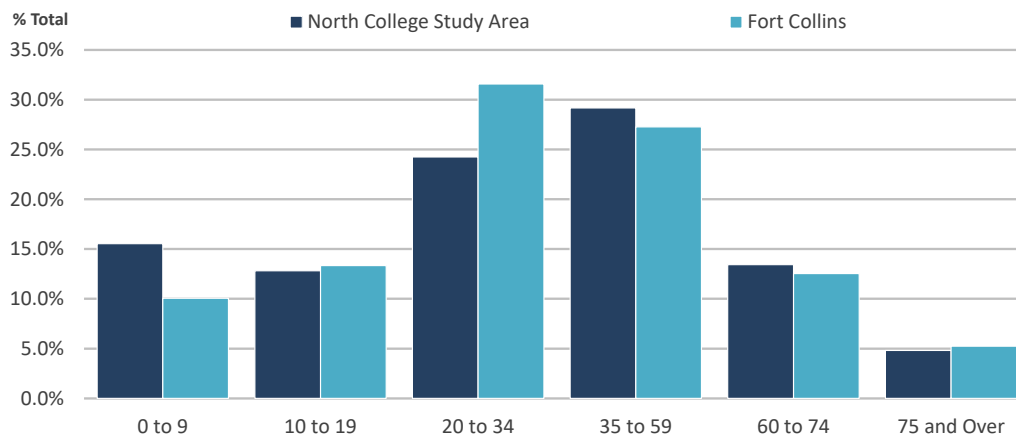
Figure 3. North College Study Area has a lower proportion of young adults, age 20 to 34, which account for 24.2 percent compared to 31.6 percent in the city. Both geographies have a similar median age at 33.4 years old in the Study Area and 32.0 years old in Fort Collins.

Table 3. Households by Type, 2019

Description	North College Study Area		Fort Collins	
	2019	% Total	2019	% Total
Family Households				
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3-person	323	14.1%	7,781	12.0%
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Subtotal	973	42.5%	29,764	46.1%
Total	2,290	100.0%	64,599	100.0%

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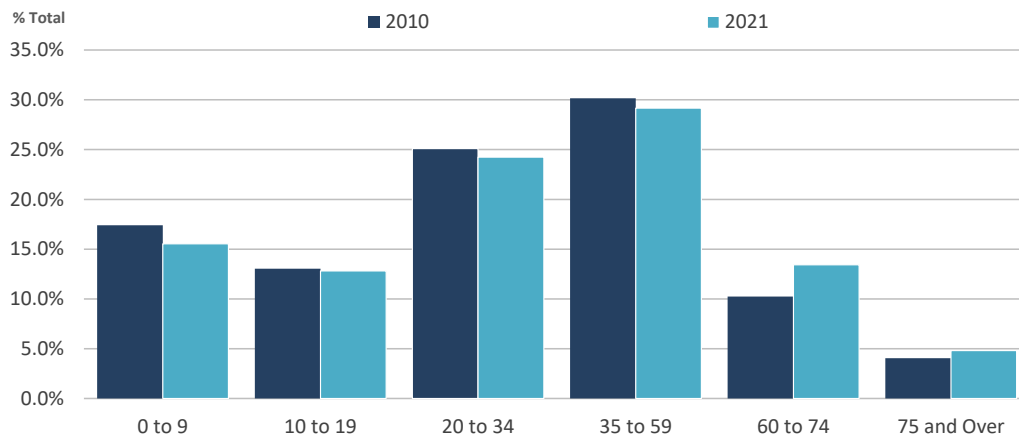
Figure 3. Age Distribution, 2021



Source: Esri Business Analyst; Economic & Planning Systems

From 2010 to 2021, the Study Area shifted to a slightly older age demographic. Residents 60 years and older increased by 4.0 percentage points over this time period, shown in Figure 4. Additionally, the proportion of children ages 9 and younger declined since 2010 by 1.9 percentage points. The other age groups experienced slight declines of 1.0 percentage point or less.

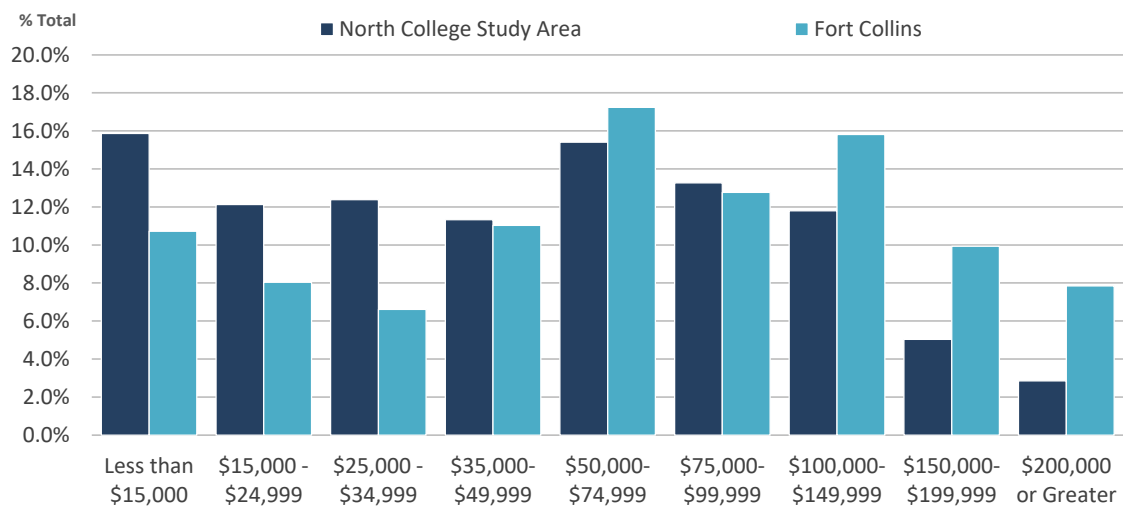
Figure 4. North College Study Area Age Distribution, 2010-2021



Source: Esri Business Analyst; U.S. Census; Economic & Planning Systems

North College Study Area has lower household incomes compared to the city. The median household income in the Study Area is \$47,200 while citywide it is \$68,000. Approximately 28.0 percent of households in the Study Area earn less than \$25,000 each year, shown in Figure 5. In Fort Collins, 18.8 percent of households are within this income bracket. Additionally, 19.7 percent of households in the Study Area earn \$100,000 or more annually compared to 33.6 percent in the city.

Figure 5. Household Income Distribution, 2021



Source: Esri Business Analyst; U.S. Census; Economic & Planning Systems

Housing Inventory

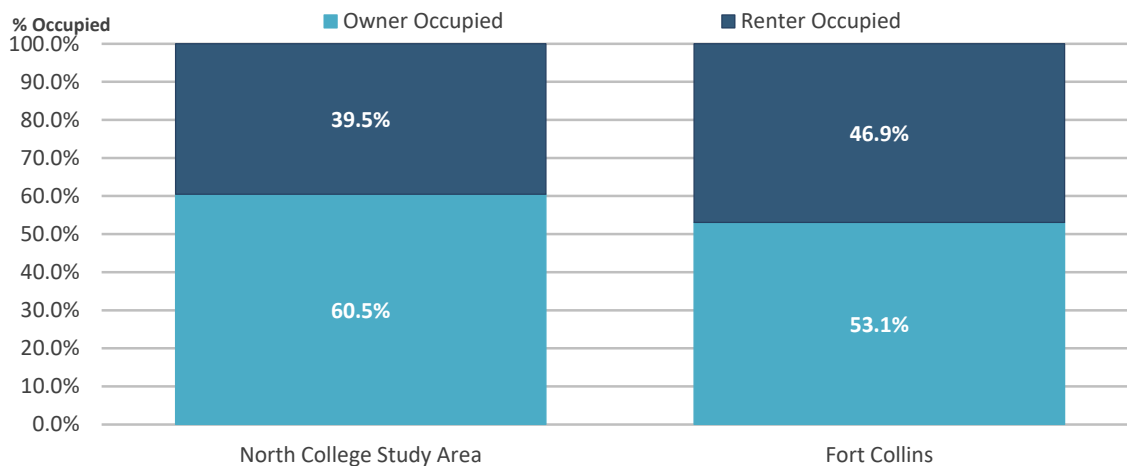
North College Study Area currently has 2,567 housing units. Since 2010, the Study Area gained a total of 576 units or an average of 52 units per year, an annual growth rate of 2.3 percent, shown in Table 4. These additional housing units are nearly split between homeowners and renters. The Study Area gained 223 ownership units or an average of 20 units per year and 275 renter units or an average of 25 units per year. Currently, the housing tenure of the Study Area is 60.5 percent owner occupied and 39.5 percent renter occupied, shown below in Figure 6. By comparison, the city's housing tenure is 53.1 percent homeowners and 46.9 percent renters

Table 4. Housing Inventory, 2000-2021

Housing Units	2000	2010	2021	2000-2010			2010-2021		
				Total	Ann. #	Ann. %	Total	Ann. #	Ann. %
North College Study Area									
Owner Occupied	1,219	1,218	1,441	-1	0	0.0%	223	20	1.5%
Renter Occupied	550	667	942	117	12	1.9%	275	25	3.2%
Vacant	<u>72</u>	<u>106</u>	<u>184</u>	<u>34</u>	<u>3</u>	<u>3.9%</u>	<u>78</u>	<u>7</u>	<u>5.1%</u>
Total	1,841	1,991	2,567	150	15	0.8%	576	52	2.3%
Fort Collins									
Owner Occupied	28,413	32,099	36,971	3,686	369	1.2%	4,872	443	1.3%
Renter Occupied	19,965	26,014	32,683	6,049	605	2.7%	6,669	606	2.1%
Vacant	<u>1,919</u>	<u>2,694</u>	<u>2,040</u>	<u>775</u>	<u>78</u>	<u>3.5%</u>	<u>-654</u>	<u>-59</u>	<u>-2.5%</u>
Total	50,297	60,807	71,695	10,510	1,051	1.9%	10,888	990	1.5%

Source: Esri Business Analyst; U.S. Census; Economic & Planning Systems

Figure 6. Housing Tenure, 2021



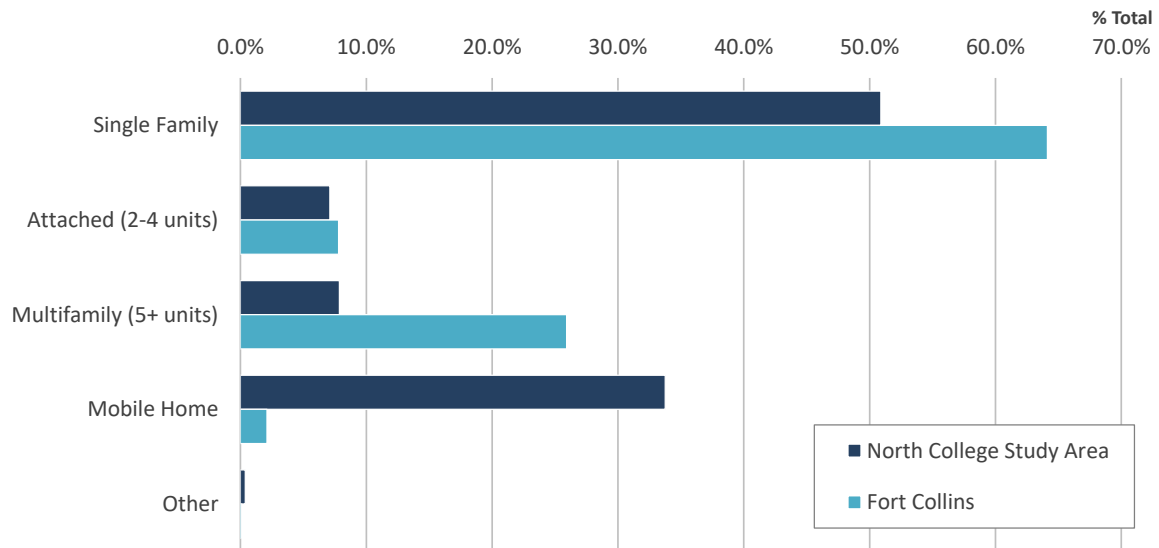
Source: U.S. Census; Esri Business Analyst; Economic & Planning Systems

In the Study Area, just over 50 percent of the housing units are single family detached units, shown in Figure 7. There are over 800 mobile home units in the

Study Area, which is 33.8 percent of the total inventory. Attached and multifamily units each account for approximately 7 percent of the area's housing inventory.

The citywide housing inventory is largely comprised of single family detached units at 64.1 percent and multifamily units at 25.9 percent. Attached units in the city account for approximately 8 percent and mobile homes account for 2 percent.

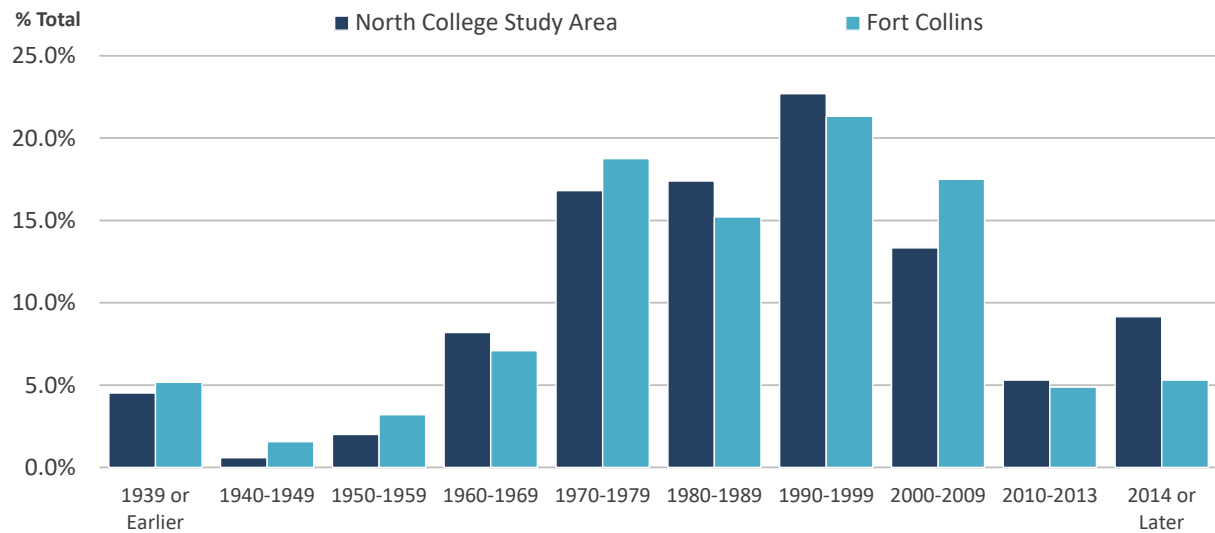
Figure 7. Housing by Unit Type, 2019



Source: U.S. Census; Economic & Planning Systems

Overall, the age of housing in the Study Area and city are similar, with the median year built being 1990 and 1989, respectively. Fort Collins had a larger proportion of homes built in the early 2000s accounting for 17.5 percent of the total housing inventory. However, the Study Area is growing faster than the city as a whole with 9.2 percent of the inventory built since 2014 compared to 5.3 percent for the city, shown in Figure 8.

Figure 8. Housing by Year Built, 2019



Source: U.S. Census; Economic & Planning Systems

Employment

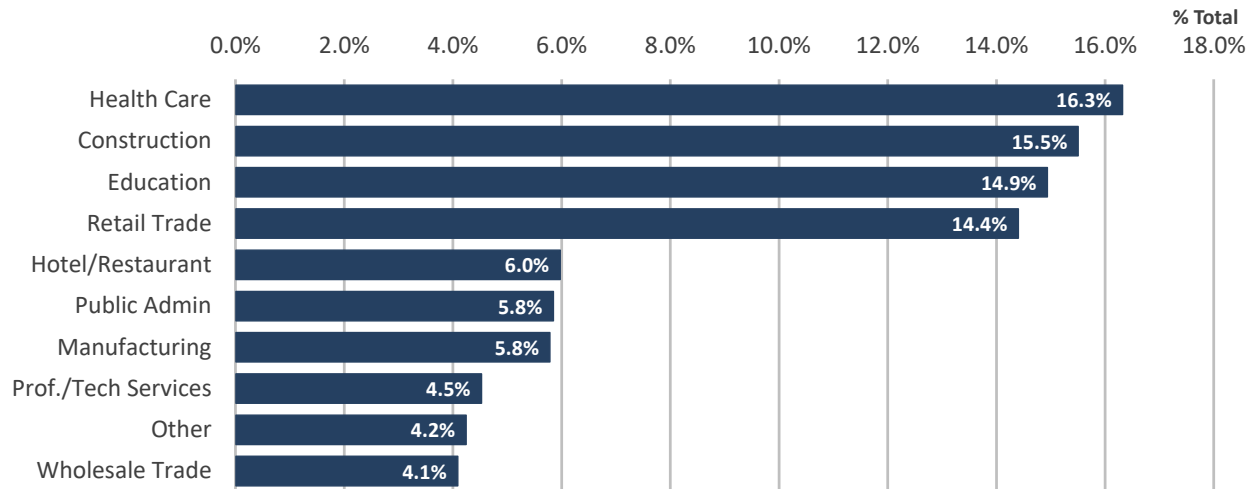
In 2018, North College Study Area had a total of 3,180 jobs, shown in Table 5. From 2010 to 2018, the Study Area grew by a total of 1,267 jobs or an average of 158 jobs per year. This equates to an average annual growth rate of 6.6 percent. Previously from 2002 to 2010, the area experienced minimal amounts of job growth with a total of 260 new jobs or an average of 33 jobs per year. As of 2018, the largest employment sector in the Study Area is Health Care with 519 jobs or 16.3 percent of the total employment. There are a number of local agencies in the area including the Health District of Northern Larimer County, **Salud Family Health Center, and Children's Clinic**. Construction is the second largest sector with 493 jobs or 15.5 percent and is followed by Education (Tavelli Elementary School) with 475 jobs or 14.9 percent, and Retail Trade with 458 jobs or 14.4 percent, shown below in Figure 9.

Table 5. North College Study Area Employment by Industry, 2002-2018

Industry	2002	2010	2018	2002-2010			2010-2018		
				Total	Ann. #	Ann. %	Total	Ann. #	Ann. %
Ag./Forestry/Fishing	0	5	7	5	1	---	2	0	4.3%
Mining	0	1	0	1	0	---	-1	0	-100.0%
Utilities	0	0	0	0	0	---	0	0	---
Construction	341	290	493	-51	-6	-2.0%	203	25	6.9%
Manufacturing	70	87	184	17	2	2.8%	97	12	9.8%
Wholesale Trade	46	67	130	21	3	4.8%	63	8	8.6%
Retail Trade	485	530	458	45	6	1.1%	-72	-9	-1.8%
Transport./Warehousing	130	76	44	-54	-7	-6.5%	-32	-4	-6.6%
Information	25	0	24	-25	-3	-100.0%	24	3	---
Finance	24	61	22	37	5	12.4%	-39	-5	-12.0%
Real Estate	35	32	37	-3	0	-1.1%	5	1	1.8%
Prof./Tech Services	53	91	144	38	5	7.0%	53	7	5.9%
Mgmt	0	0	0	0	0	---	0	0	---
Admin/Waste Mgmt	123	63	110	-60	-8	-8.0%	47	6	7.2%
Education	9	58	475	49	6	26.2%	417	52	30.1%
Health Care	26	329	519	303	38	37.3%	190	24	5.9%
Arts/Rec	29	1	22	-28	-4	-34.4%	21	3	47.2%
Hotel/Restaurant	125	116	190	-9	-1	-0.9%	74	9	6.4%
Other	127	104	135	-23	-3	-2.5%	31	4	3.3%
Public Admin	5	2	186	-3	0	-10.8%	184	23	76.2%
Total	1,653	1,913	3,180	260	33	1.8%	1,267	158	6.6%

Source: Longitudinal Employer-Household Dynamics; Economic & Planning Systems

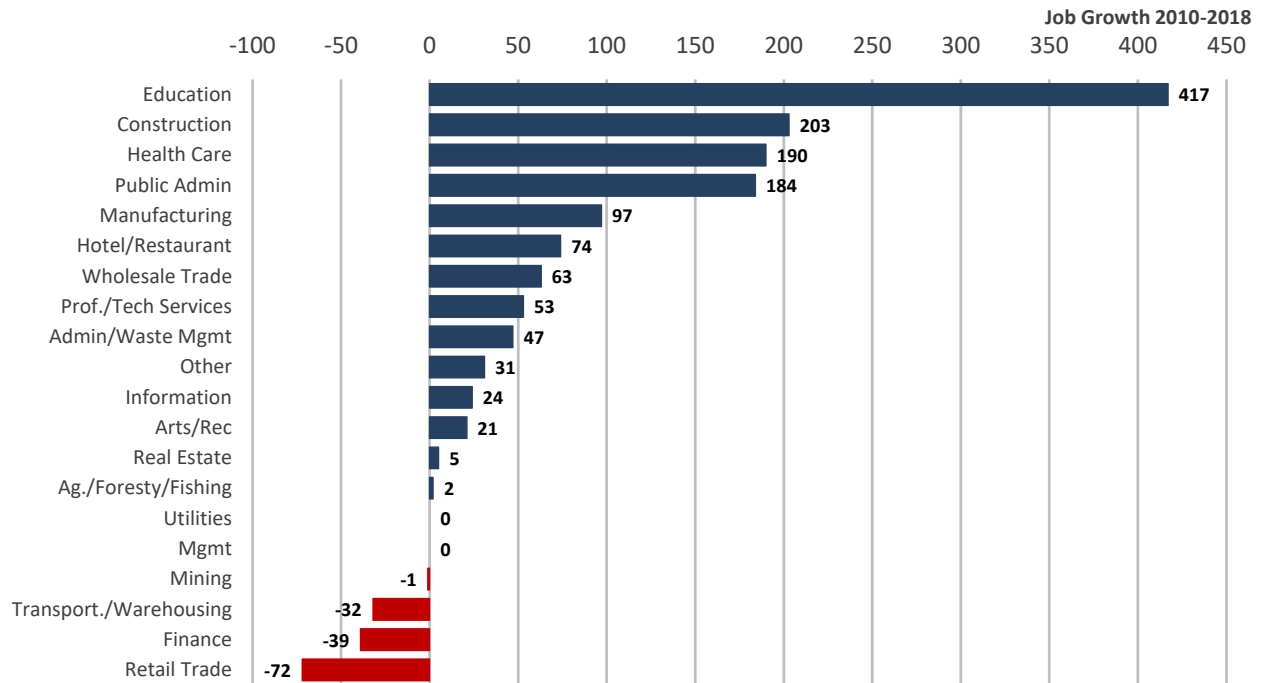
Figure 9. North College Study Area Largest Industries, 2018



Source: Longitudinal Employer-Household Dynamics; Economic & Planning Systems

From 2010 to 2018, Education experienced the largest amount of growth with 417 jobs accounting for 32.9 percent of the total employment growth over this time, shown in Figure 10. This growth is likely accounted for through the English Language Institute/China headquarters located in the Study Area, which has employees throughout the world that may be included in the employment data. Additionally, the Colorado State University Powerhouse Energy Campus is located on the same parcel as the Poudre River Whitewater Park, although it is technically outside the Study Area it may be included in the employment data. Construction is the second largest growing industry accounting for 16.0 percent of total employment growth with 203 jobs. There are numerous construction businesses in the Study Area including Hillside Construction, Evergreen Radon and Construction Services, Philgreen Construction, and Sunspot Greenhouse Company. Other industries with job growth in the Study Area are Health Care, which accounted for 15.0 percent of total employment growth with 190 jobs, Public Administration accounted for 14.5 percent with 184 jobs, and Manufacturing accounted for 7.7 percent with 97 jobs. Alternatively, Retail Trade, Finance, and Transportation and Warehousing each experienced a decline in employment over this timeframe.

Figure 10. North College Study Area Employment Growth by Industry, 2010-2018



Source: Longitudinal Employer-Household Dynamics; Economic & Planning Systems

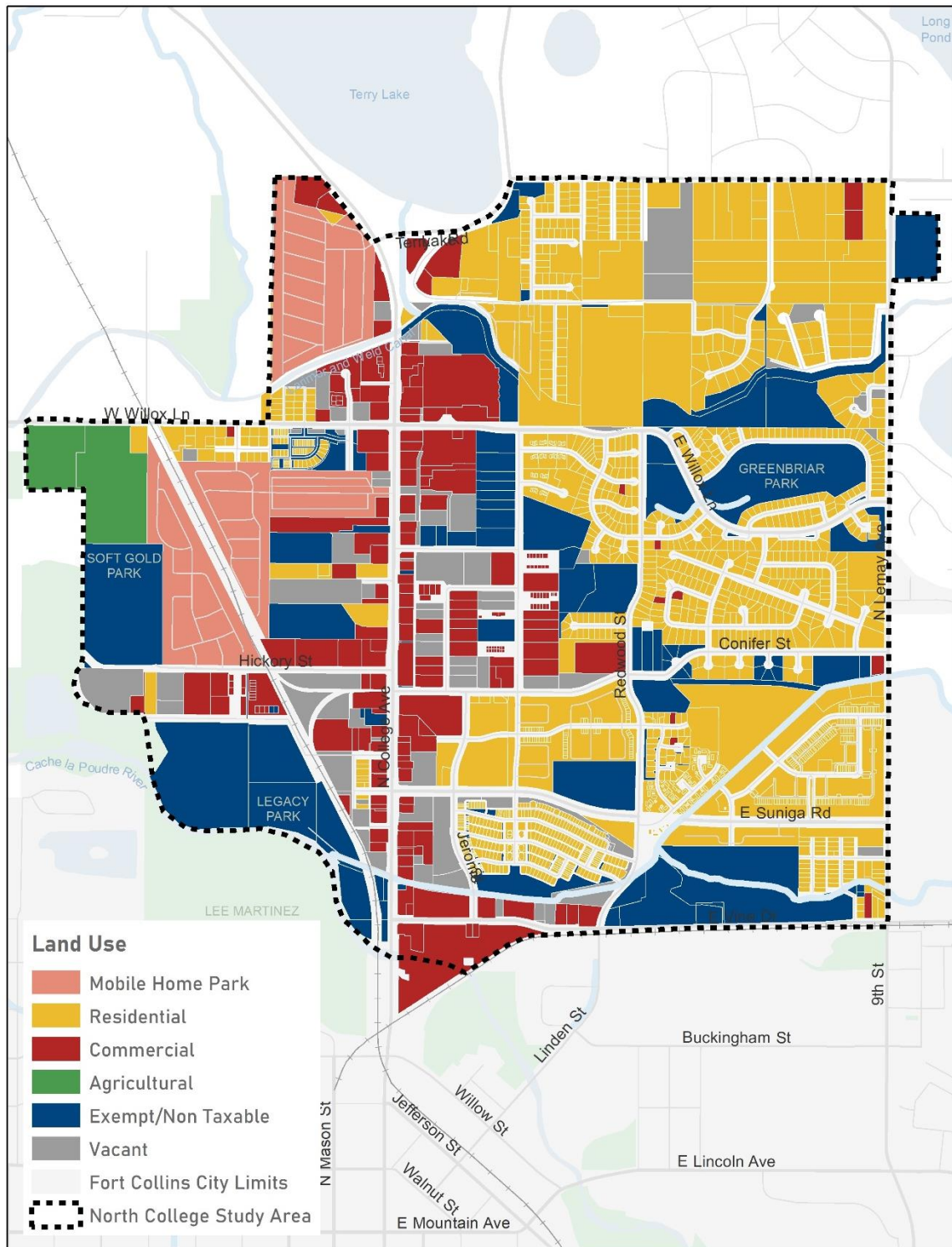
3. Land Use Analysis

This section examines and illustrates the current land use conditions within the North College Study Area. A soft parcel analysis identifies vacant and underutilized parcels, which may offer opportunities for redevelopment based on vacancy, floor area ratio (FAR), and building to land value ratio.

Land Use Conditions

Existing land use conditions are shown by category in Figure 11. Commercial uses primarily line North College Avenue with residential or vacant land behind the commercial frontage. There is a section east of North College Avenue between Conifer Street and Willox Lane that contains light industrial, and institutional/non-profit uses within office and flex-industrial buildings. The residential uses within the area for the most part are the result of new development, with the exception of a few larger residential properties and large existing mobile home parks. There are three mobile home parks within the Study Area including Hickory Village west of North College Avenue, North College LLC Senior Community west of North College Avenue, and Poudre Valley Mobile Home Park in the northwest section of the Study Area.

Figure 11. North College Study Area Land Use



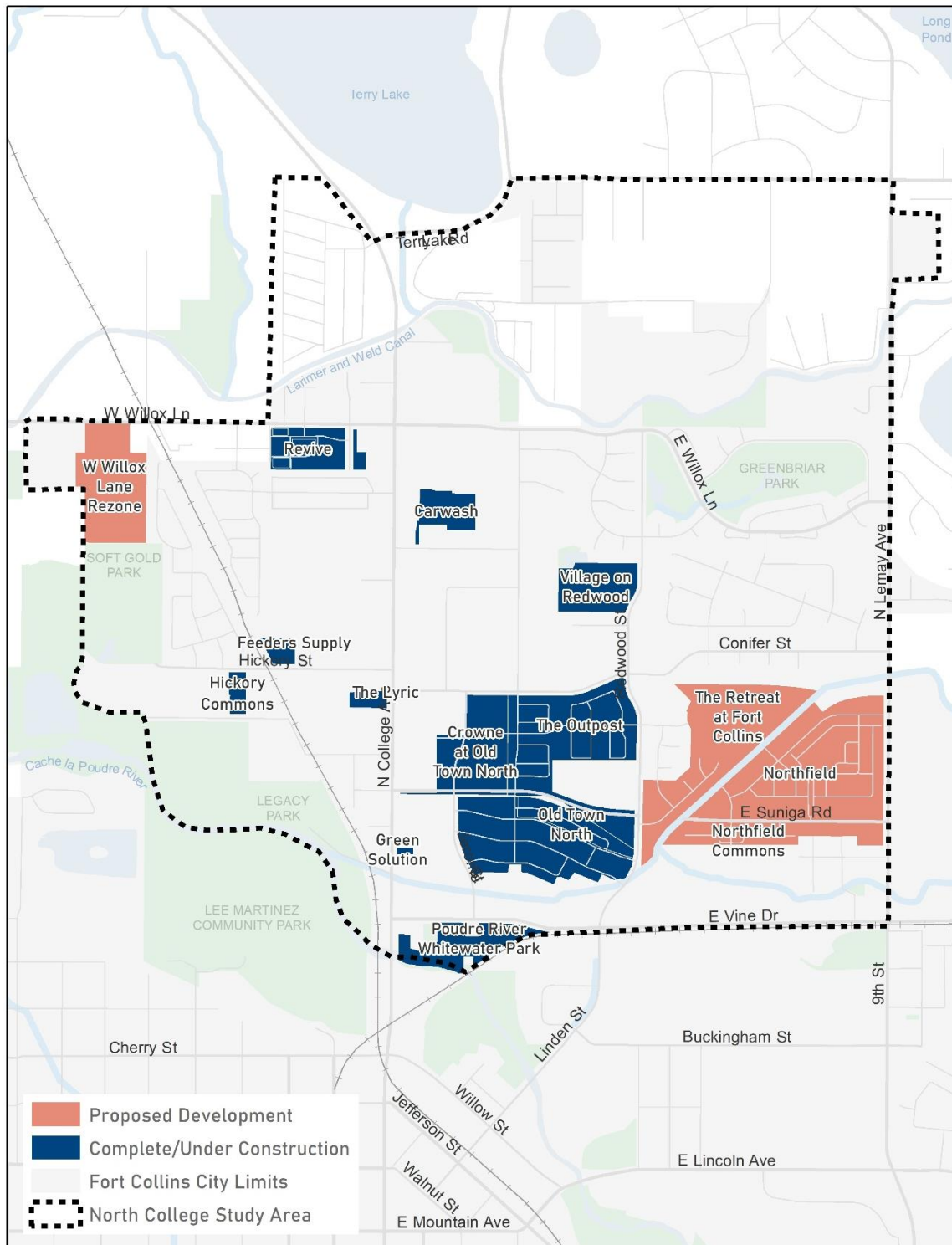
Recent and Proposed Development

The recently completed and proposed development projects within the Study Area are shown in Figure 12. There are two recently completed destination recreation/entertainment uses, the Lyric Movie Theatre and Poudre River Whitewater Park, that may drive visitation to the area and additional demand. Additionally, there are recently completed infill commercial projects including a dispensary, warehouse, and carwash. There are approximately 850 residential units recently completed or under construction and 662 units proposed. The recent and proposed development projects are briefly described below.

- Lyric Movie Theatre – Located at 1209 North College Avenue, the Lyric Theater moved from downtown and built a new theater and coffeehouse in 2017.
- Poudre River Whitewater Park – This new city park located at 201 East Vine Drive and was completed in 2019. It is designed for kayakers and tubers to use the river and also includes riverbank access, an overlook plaza, and pedestrian bridge with connections to the Poudre Trail.
- Green Solution – A dispensary located at 810 North College Avenue that opened in 2017.
- Hickory Commons – Located at 321 Hickory Street are industrial warehouse condos with a total of 11,000 square feet completed in 2019.
- Feeders Supply – Located at 300 Hickory Street is an animal feed store that opened in 2014.
- Carwash – Located at 1606 North College and opened in 2017.
- Crowne at Old Town North – This multifamily development completed in 2020, including 304 apartment and townhome units, is located at the northwest corner of Suniga Road and Blue Spruce Drive. The development has units ranging from \$1,250 to \$2,200 per month
- Revive – This relatively small infill residential development is located along West Willox Lane and North Mason Street. The development was completed in 2019 and includes 55 single family detached units and townhome units. The single family units sold between \$540,000 and \$570,000, and townhome units sold between \$327,500 and \$360,000.
- Village on Redwood – This project is an affordable housing development with 72 townhomes completed in 2017 and located along Redwood Street north of Conifer Street.
- The Outpost – This project is a student housing development located at the southwest corner of Conifer Street and Redwood Street. It was completed in 2014 and includes 220 units. Average rental rates range from \$965 for a 2-bedroom unit to \$2,384 for a 5-bedroom unit.

- Old Town North – A residential development was started approximately 10 years ago and is nearing buildout. The development includes approximately 200 single family detached and attached units. Prices range from \$350,000 to \$650,000 for single family units and \$300,000 to \$430,000 for townhome units.
- The Retreat at Fort Collins – The Retreat is a proposed student housing development with 200 to 220 units and a density of 9 dwelling units per acre. The project will include single family detached and attached units.
- Northfield – A proposed housing development that includes 442 homes with a density of 8 dwelling units per acre. The project contains 84 affordable housing units for residents earning 60 percent of the area median income.
- West Willox Lane Rezone – The property is located south of West Willox Land and west of Hickory Village Mobile Home Park. The 19-acre parcel is requesting a rezone from urban estate to low density mixed use neighborhood. If approved, the rezone will allow for more dwelling units per acre. At this time there is no development plan for the property.

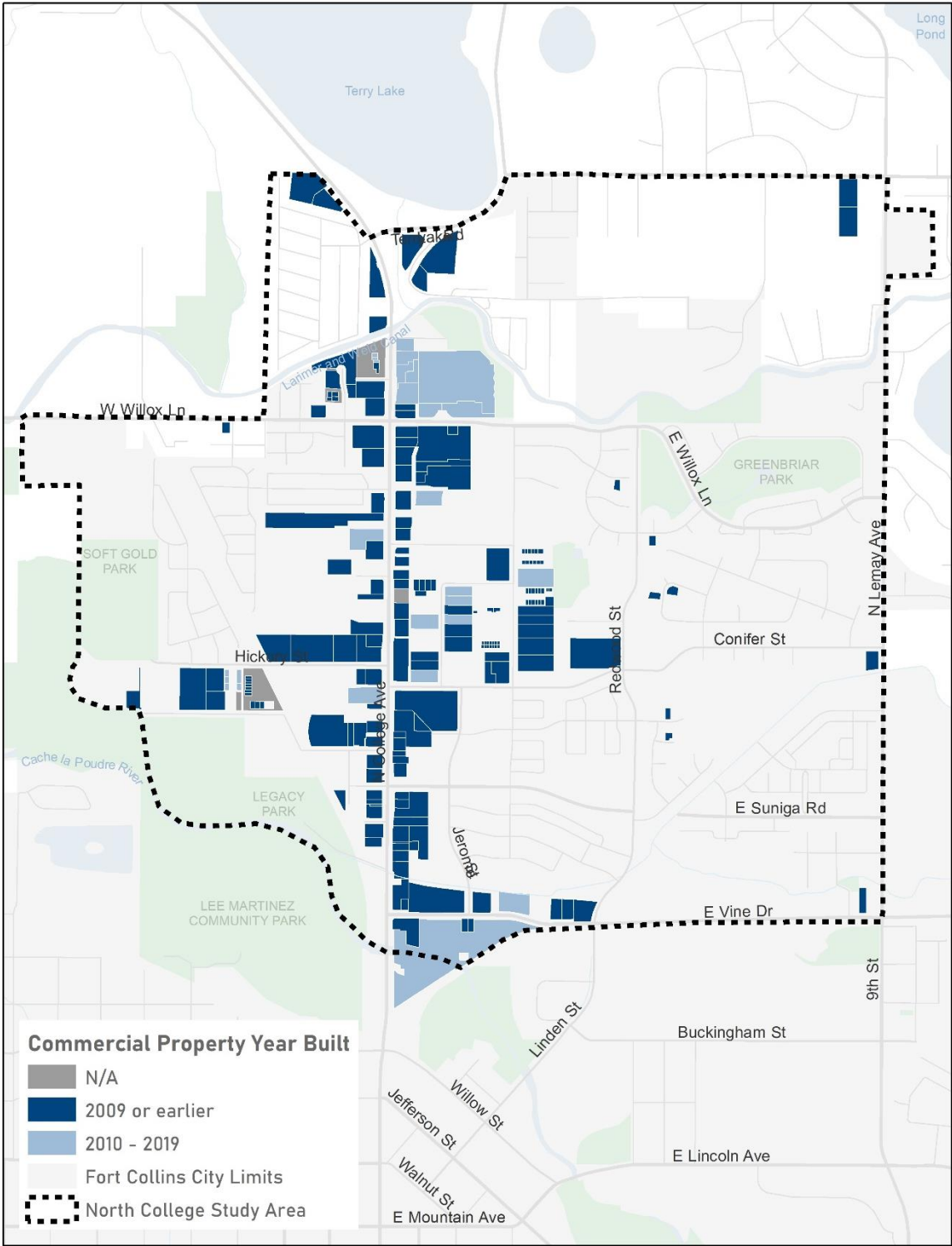
Figure 12. Recent and Proposed Development



Recent Commercial Development

The commercial property within the Study Area is shown below in Figure 13 by year built. The majority of the commercial property along North College Avenue is older and was built prior to 2010, and much of it was built in Larimer County prior to annexation. There are a few recent commercial developments including the King Soopers Marketplace, which was built in 2010 and remodeled in 2015. Other newer commercial developments include Chase Bank, fast food restaurants, medical offices, office buildings, storage warehouses, car wash, movie theatre, and mini-storage facility.

Figure 13. Commercial Property by Year Built



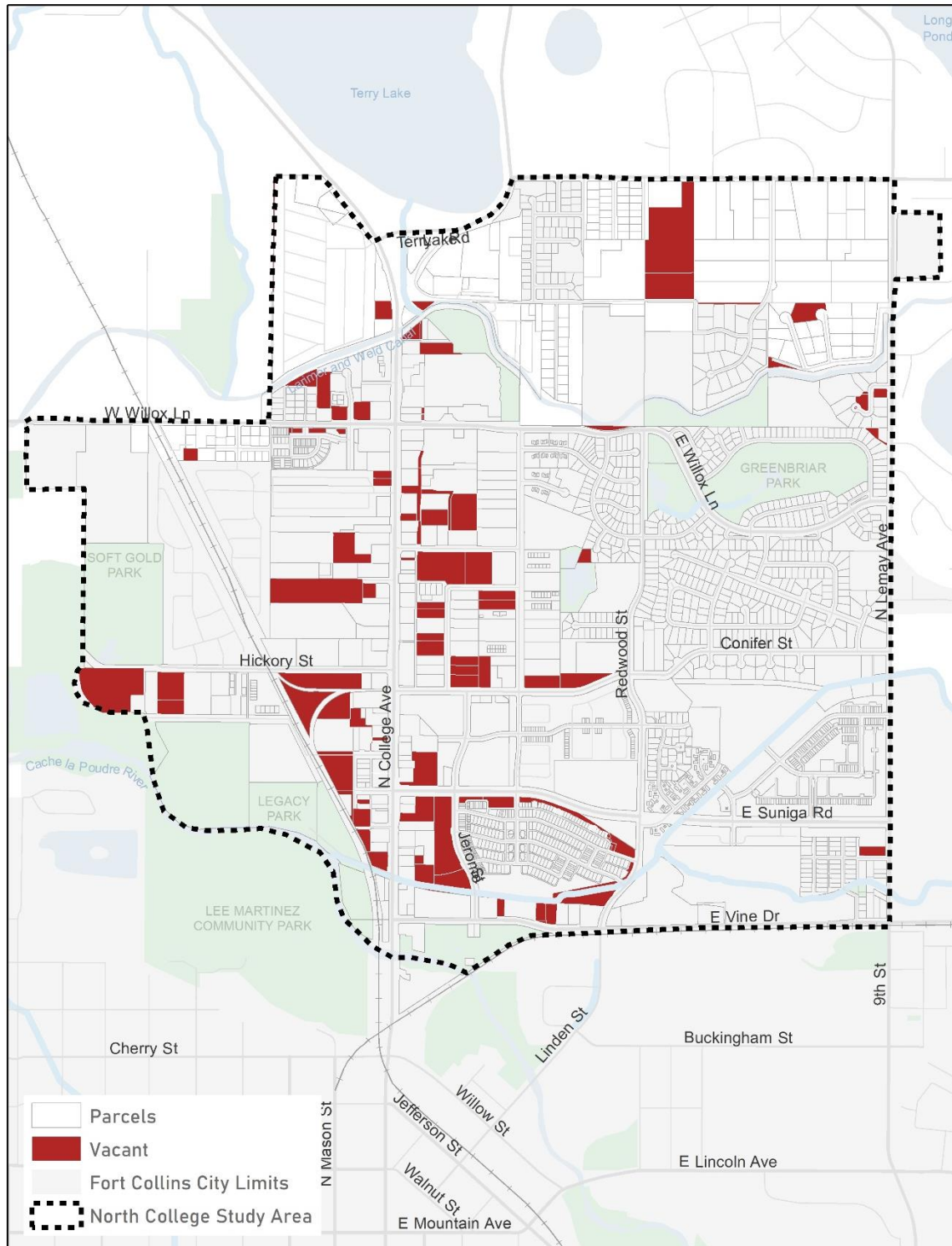
Land Utilization

EPS completed a **"soft parcel" analysis to identify vacant or predominately vacant** land that is likely to be developed, as well as other properties that would have the potential to be redeveloped to higher value uses based on a low floor area ratio (FAR) and/or low building to land value ratio.

Vacant

Vacant sites were identified based on Larimer County Assessor parcel data and aerial photography review. The vacant sites (excluding single platted residential lots) identified in the Study Area are shown in Figure 14. There are 95 vacant parcels consisting of approximately 97 acres. Vacant parcels range in size from 0.2 acres to 9.05 acres. The vacant land is primarily located behind parcels fronting North College Avenue. Lacking major north-south parallel roads, these parcels did not have a street to orient to and in many cases were subdivided off parcels located on College Avenue. As a result, these parcels remained vacant but have inferior or limited access. These parcels' viability for commercial uses is diminished due to their lack of North College Avenue frontage; therefore, their reuse is more likely to be for residential or industrial uses.

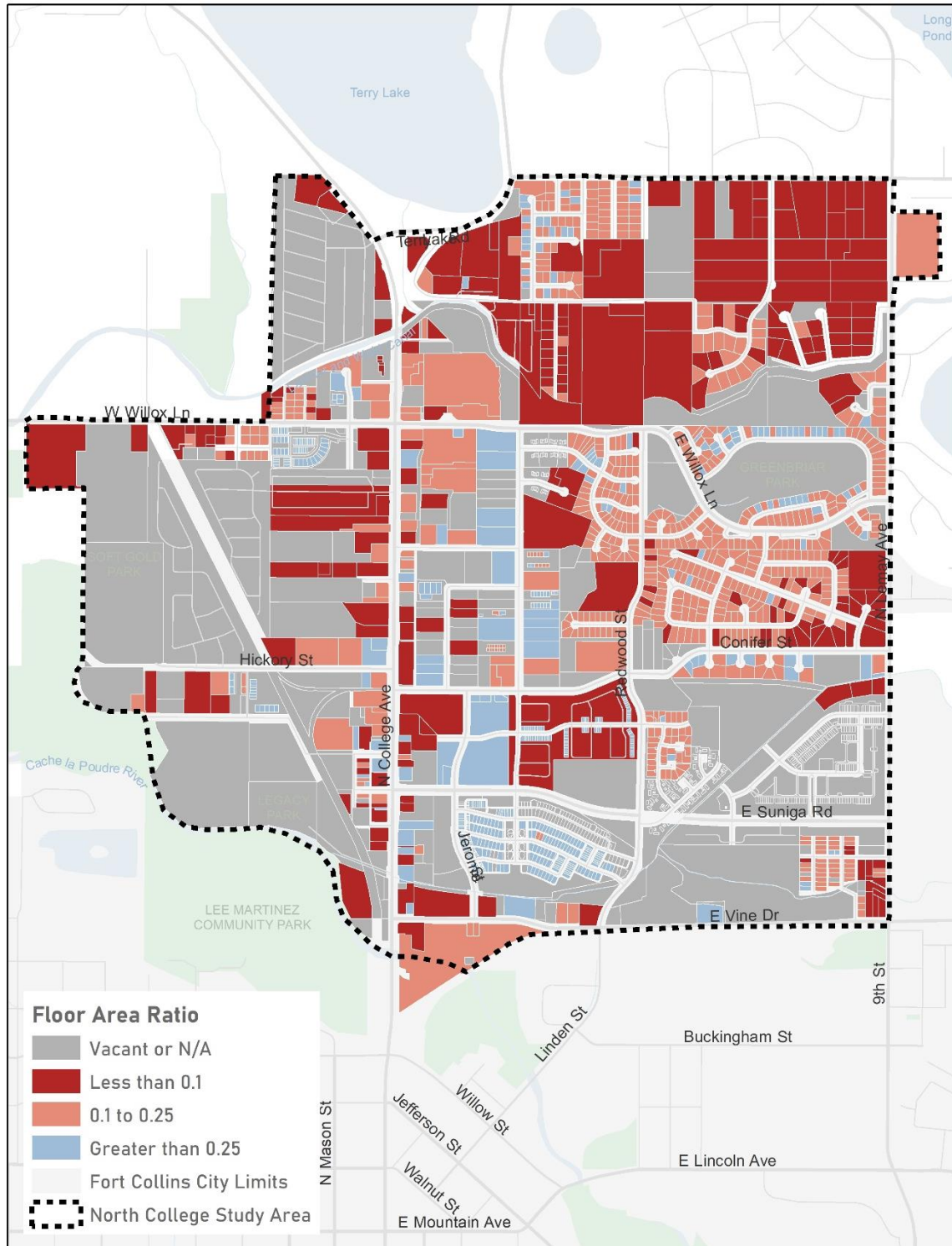
Figure 14. North College Study Area Vacant Parcels



Floor Area Ratio

The floor area ratio (FAR) of parcels in the North College Study Area was estimated to identify properties that can be characterized as underutilized. The floor area ratio (FAR) is calculated by dividing the total square feet of the buildings (improvements) on a parcel by the total square feet of the land area of parcel and shown in Figure 15. The definition of underutilized based on FAR varies by context and use but in this context, a FAR below 0.25 is considered potentially underutilized. There are a handful of parcels along North College Avenue that are underutilized based on FAR. These parcels are relatively small on average but could be connected in many cases with larger, vacant parcels behind to create larger development sites. Additionally, there are large lot, single family residential residences in the northeast corner of the Study Area with a FAR of 0.1 or less. Many of these homes are older and are not expected to redevelop.

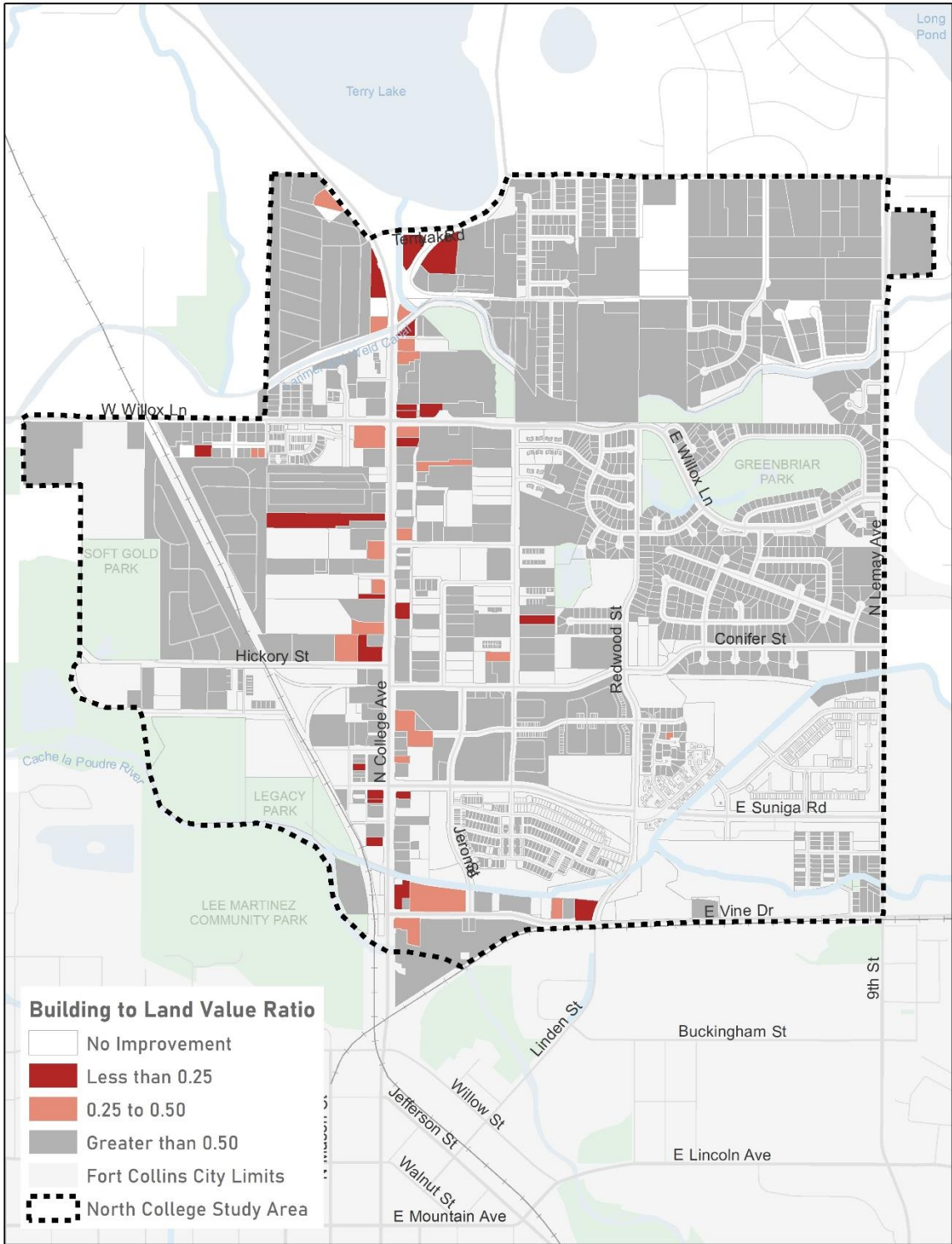
Figure 15. Floor Area Ratio (FAR)



Building to Land Value Ratio

The building to land value ratio is another measure to identify underutilized parcels as shown in Figure 16. In this context, parcels that are valued at one half or less of the value of land they are located on is potentially underutilized. To qualify, parcels with a building to land value ratio of less than 0.5 are analyzed. The pattern of underutilized parcels based on economic value matches closely with the FAR analysis, with a scattered set of underutilized parcels mostly lined along North College Avenue. As mentioned above, these parcels are relatively small but are next to vacant parcels in many cases. A potential approach to attracting redevelopment would be to connect areas along North College Avenue that are underutilized with vacant parcels behind. The connection allows for a large enough site and development program to justify redevelopment of the marginal/underperforming uses along North College Avenue.

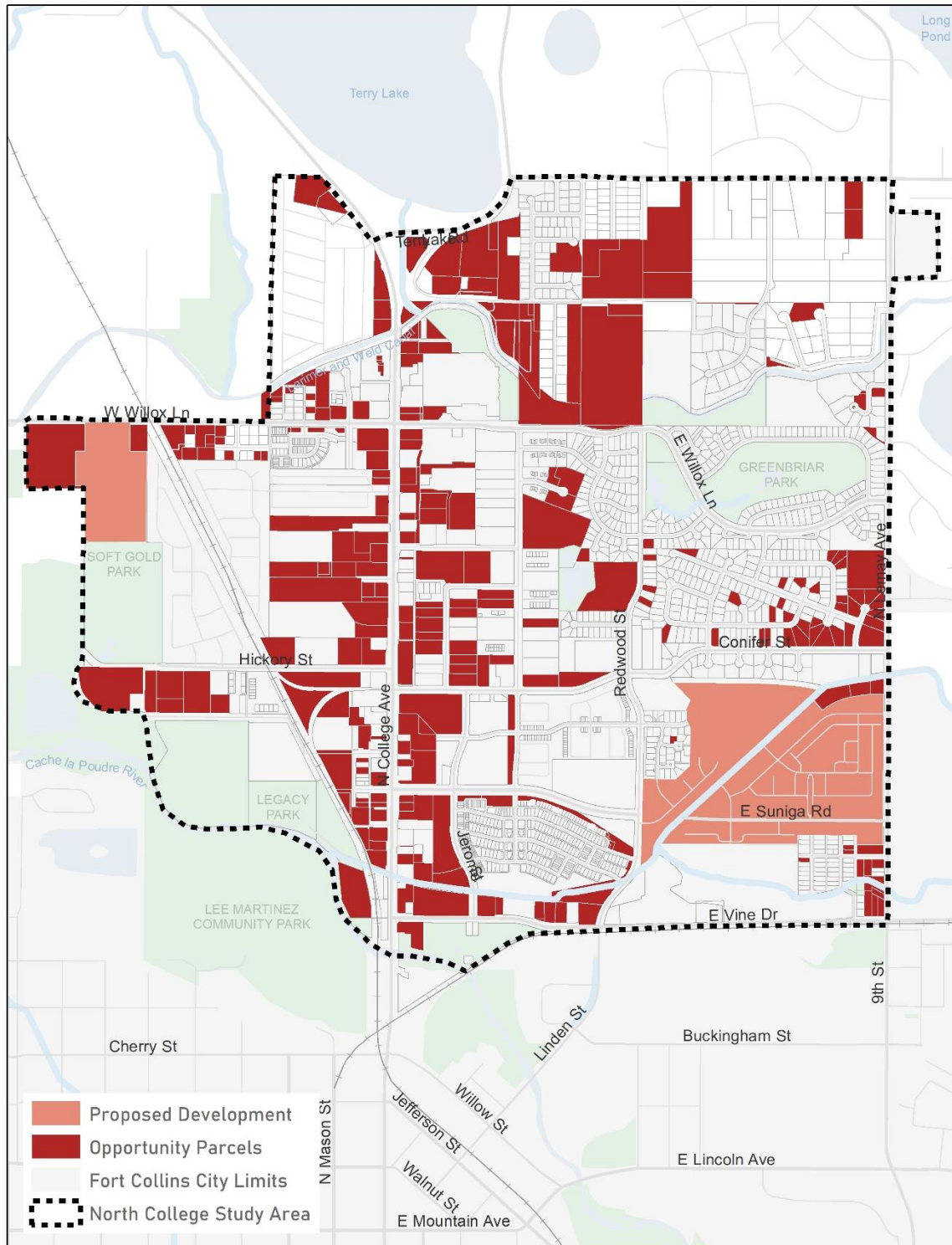
Figure 16. Building to Land Value Ratio



Opportunity Areas

Opportunity parcels are shown below in Figure 17. These parcels are a combination of vacant parcels, parcels with a floor area ratio of 0.1 or less, and parcels with a building to land value ratio of 0.5 or less. These characteristics demonstrate the opportunity for properties to develop or redevelop based on current underutilization.

Figure 17. Opportunity Parcels



Potential Development Sites

Based on the opportunity areas defined by vacancy, low FAR, and low building to land value ratio, potential development sites are identified below in Figure 18. Many of these parcels are currently vacant commercial properties. In order for parcels to develop along North College Avenue, many need to be combined with surrounding parcels due to small acreage and limited access. Each potential development site is described in detail below.

Site 1

Site 1 includes four parcels totaling 5.30 acres, shown in Table 6. Two parcels are owned by Powerhouse II LLC and are currently used as truck dealership. One parcel is owned by W and P LLC and is currently used as an auto repair shop. One small parcel is owned by the City of Fort Collins and is vacant. This area has the potential to redevelop as retail and office uses that front onto the corner of North College Avenue and Vine Drive, which is an important intersection and likely BRT stop.

Table 6. Site 1 Property Information

Location	Owner	Existing Use	Acres
740 North College Ave	City of Fort Collins	Vacant	0.13
704 North College Ave	Powerhouse II LLC	Office building	0.94
202 East Vine Dr	Powerhouse II LLC	Storage garage	4.01
108 East Vine Dr	W and P LLC	Service garage	<u>0.22</u>
Total			5.30

Source: Larimer County Assessor; Economic & Planning Systems

Site 2

Site 2 consists of three parcels with a total of 8.01 acres, as shown in Table 7. Each parcel has a different ownership, including one owned by Union Pacific Railroad containing unused RR ROW, which is an impediment for development. These are larger parcels compared to sites along North College Avenue and each one could develop individually. This area has the potential to redevelop as medium density residential with apartment and/or townhome units.

Table 7. Site 2 Property Information

Location	Owner	Existing Use	Acres
Hemlock St	D and M Larsen Family LLLP	Vacant	1.60
Hickory St	Reynolds Special LLC	Vacant	3.84
Hickory St	Union Pacific Railroad	Vacant	<u>2.57</u>
Total			8.01

Source: Larimer County Assessor; Economic & Planning Systems

Site 3

Site 3 is comprised of five parcels with a total of 6.25 acres, shown in Table 8. Three parcels are owned by All Kinds Investments LLC and have frontage along North College Avenue and East Suniga Road. The larger of the three parcels is currently used as a parking lot for the LivWell dispensary next door. The adjacent parcel (920 North College Ave) is an ice cream shop that opened in 2020. This is likely a leased tenant that could be accommodated in a larger redevelopment. The parcel on the corner of North College Avenue is owned by Lacoste LLC and is currently being used as a dispensary. The largest parcel owned by Jerome St LLC is currently vacant. This area has the potential to redevelop as mixed use. The parcel along Jerome Street would mostly contain residential townhomes or apartments and the parcels along North College and Suniga Road would most likely redevelop as commercial restaurant, retail, or service uses.

Table 8. Site 3 Property Information

Location	Owner	Existing Use	Acres
910 North College Ave	All Kinds Investments LLC	Parking lot	1.23
910 North College Ave	All Kinds Investments LLC	Vacant	0.41
920 North College Ave	All Kinds Investments LLC	Retail store	0.35
938 North College Ave	Lacoste LLC	Dispensary	0.23
Jerome St	Jerome St LLC	Vacant	<u>4.03</u>
Total			6.25

Source: Larimer County Assessor; Economic & Planning Systems

Site 4

Site 4 consists of five parcels with a total of 14.16 acres, shown in Table 9. Three of the parcels are owned by North College 1311 LLC with the convenience store fronting North College Avenue and the other two parcels directly behind. These two parcels are likely vacant due to no access to North College Avenue. Additionally, the large parcel south of these is owned by the City and also has no street access. The area has the potential to redevelop as mixed use. The parcels need to be combined to create an access road to North College Avenue. The large parcels would redevelop as residential with townhomes and/or single family detached units. The parcels closer to North College Avenue would be commercial with retail or office uses.

Table 9. Site 4 Property Information

Location	Owner	Existing Use	Acres
Hickory St	City of Fort Collins	Vacant	7.50
Hibdon Ct	N College 1311 LLC	Vacant	5.20
Hibdon Ct	N College 1311 LLC	Vacant	0.52
1311 North College Ave	N College 1311 LLC	Convenience store	0.53
1307 North College Ave	Hoyt John R	Service garage	<u>0.41</u>
Total			14.16

Source: Larimer County Assessor; Economic & Planning Systems

Site 5

Site 5 consists of four parcels with a total of 3.28 acres, shown in Table 10. All the parcels are owned by Milan Randolph S/Debra A and are currently vacant. The area has potential to develop as commercial with retail and office uses. The commercial buildings should front Conifer Street with parking available behind.

Table 10. Site 5 Property Information

Location	Owner	Existing Use	Acres
1248 Red Cedar Cir	Milan Randolph S/Debra A	Vacant	0.68
218 Conifer St	Milan Randolph S/Debra A	Vacant	0.99
1224 Red Cedar Cir	Milan Randolph S/Debra A	Vacant	0.68
Conifer St	Milan Randolph S/Debra A	Vacant	<u>0.93</u>
Total			3.28

Source: Larimer County Assessor; Economic & Planning Systems

Site 6

Site 6 includes two parcels with a total of 5.99 acres, shown in Table 11. Each property has different ownership and is currently vacant. The area has potential to develop as office and/or light industrial with buildings fronting Bristlecone Drive.

Table 11. Site 6 Property Information

Location	Owner	Existing Use	Acres
Bristlecone Dr	1415 Blue Spruce LLC	Vacant	2.30
Bristlecone Dr	Johnson James P	Vacant	<u>3.69</u>
Total			5.99

Source: Larimer County Assessor; Economic & Planning Systems

Site 7

Site 7 includes two parcels with a total of 3.63 acres, shown in Table 12. Both parcels are under the same ownership and are currently vacant. These parcels do not have visibility from North College Avenue or Bristlecone Drive but do have accessibility through smaller north south side streets. This area has potential to develop as mixed use. There is potential for medium density residential apartment units and office development. There is medical office development directly south of this site, which could be expanded.

Table 12. Site 7 Property Information

Location	Owner	Existing Use	Acres
1512 North College Ave	Hickory Warehouse Dev. Inc	Vacant	1.09
1524 North College Ave	Hickory Warehouse Dev. Inc	Vacant	<u>2.54</u>
Total			3.63

Source: Larimer County Assessor; Economic & Planning Systems

Site 8

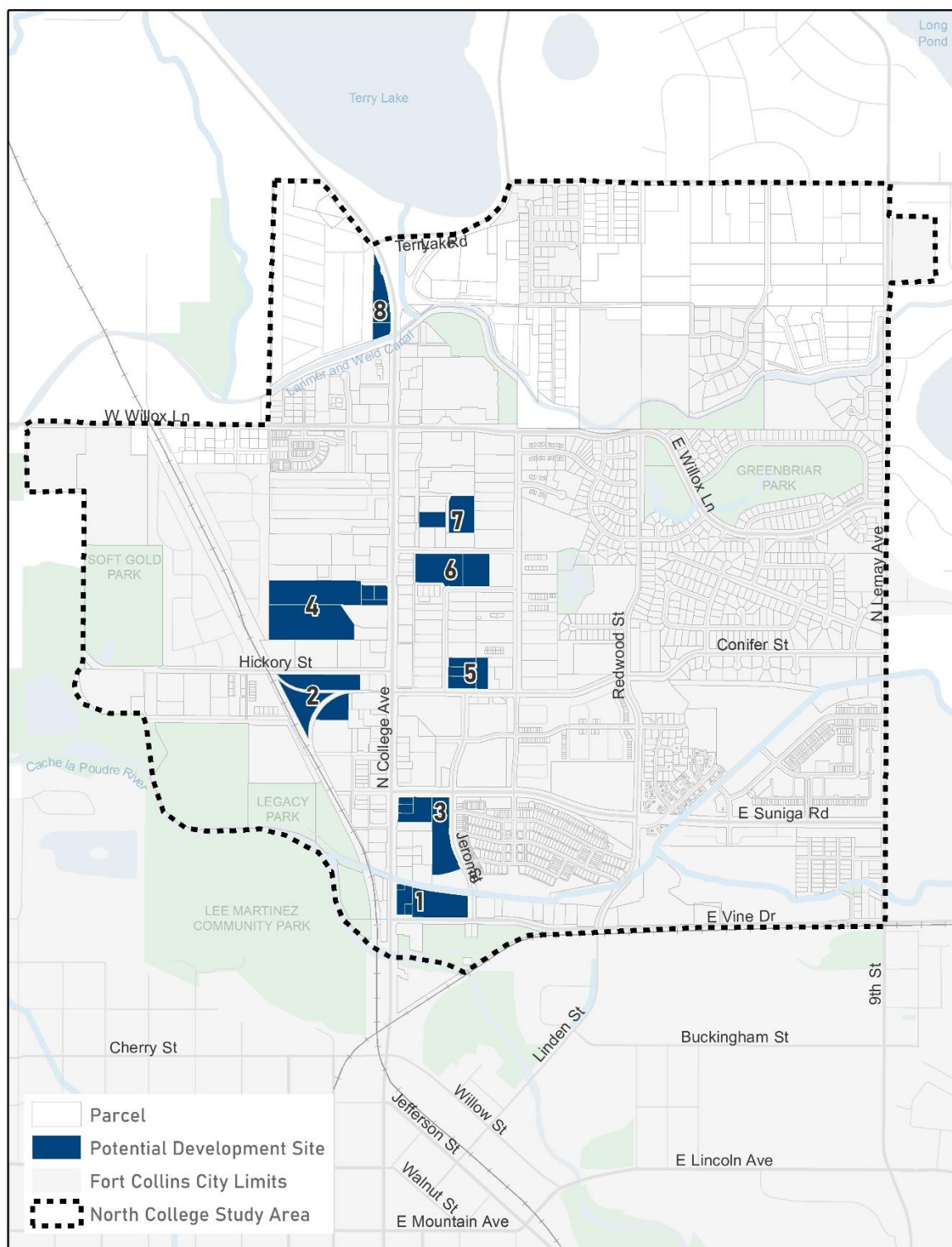
Site 8 includes three parcels with a total of 2.87 acres, shown in Table 13. The small retail store at 2001 North College Avenue appears to be vacant or not in use. The other two properties are owned by Lindberg John T and includes a used auto dealership. This area has potential to redevelop as commercial with retail uses that could serve the neighboring residential and drive by traffic.

Table 13. Site 8 Property Information

Location	Owner	Existing Use	Acres
2001 North College Ave	2001 N College LLC	Retail store	0.65
2019 North College Ave	Lindberg John T	Service garage	1.35
2003 North College Ave	Lindberg John T	Vacant	<u>0.87</u>
Total			2.87

Source: Larimer County Assessor; Economic & Planning Systems

Figure 18. Potential Development Sites



APPENDIX D

ENVIRONMENTAL OVERVIEW

ENVIRONMENTAL OVERVIEW

North College Bus Rapid Transit (BRT) and Transit Oriented Development (TOD) Plan

Prepared for:

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1.0 INTRODUCTION

The City of Fort Collins is conducting the North College Bus Rapid Transit (BRT) and Transit Oriented Development (TOD) Plan for North College between Laporte Avenue and Terry Lake Road. This project is located in Fort Collins, Larimer County, Colorado and is approximately 1.88 miles in length (**Figure 1**).

As the North College BRT and TOD Plan represents an early stage in the overall transportation planning process, the environmental overview has been structured to provide preliminary insight (presence or absence) into the environmental resources potentially impacted by potential future corridor solutions. Impacts have not been quantified at this stage to determine the level of impacts to each identified resource.

This environmental desktop analysis has been completed using currently available geospatial databases and best available information from various resource agency websites and, as a result, there may be situations where environmental resources have not been identified during this screening process. Further evaluation of each potential corridor solution will require individual environmental clearance and permitting processes. If there will be any federal funding or federal transportation agency involvement, the National Environmental Policy Act (NEPA) will need to be followed.

1.1 Project Description

The North College corridor provides an opportunity to extend the existing Transfort MAX BRT route another two miles north from the Downtown Transit Center. Presently the study area consists of primarily low-density residential, social service agencies, and industrial land uses, and is served by Transfort routes 8 and 81. However, the area is growing rapidly with 25% population growth between 2010 and 2018, and routes 8 and 81 are Transfort's fastest growing ridership with a 10% increase between 2017 and 2018.

Since the 2014 launch, the MAX BRT has resulted in exponential growth and demand for transit in Fort Collins and there has been vocal demand to extend this service to North College Avenue. The goal of this planning effort is to explore the expansion of BRT to North College including route configuration, station area identification, TOD land use and redevelopment opportunities, enhanced multi-modal infrastructure and connections to the BRT corridor, infrastructure needs, and implementation and funding strategies. This effort will be supported by robust equitable engagement strategies with the North College resident and business community.

1.2 Project Location

The project is located along North College from Laporte Avenue to Terry Lake Road, in Fort Collins, Larimer County, Colorado. The project lies on the U.S. Geological Survey (USGS) 7.5-minute Fort Collins, Colorado quadrangle, in Section 35 and 36 in Township 8 North, and Range 69 West and Section 1, 2, 11, and 12 in Township 7 North, and Range 69 West (see **Figure 1**). The approximate coordinates of the center of the project are latitude 40.602466° and longitude -105.076667° (WGS 84 datum).

1.3 Study Area

The environmental study area is approximately 94 acres and extends along North College for 1.88 miles and is 200 feet on either side of the roadway (see **Figure 2**). The North College Avenue Corridor is an eclectic mix of businesses and residences both old and new. The study area is home to many of the City's human service agencies including Larimer County Food Bank, Larimer County Department of Health and Human Services, and Murphy Center for Hope. Recent projects along the North College corridor include some higher-density residential developments and a capital project constructed with new detached sidewalks, streetscape, lighting, median, and on-street bicycle infrastructure. However, North College remains an automobile-centric corridor with high traffic volumes and speeds.

Figure 1. Project Location Map

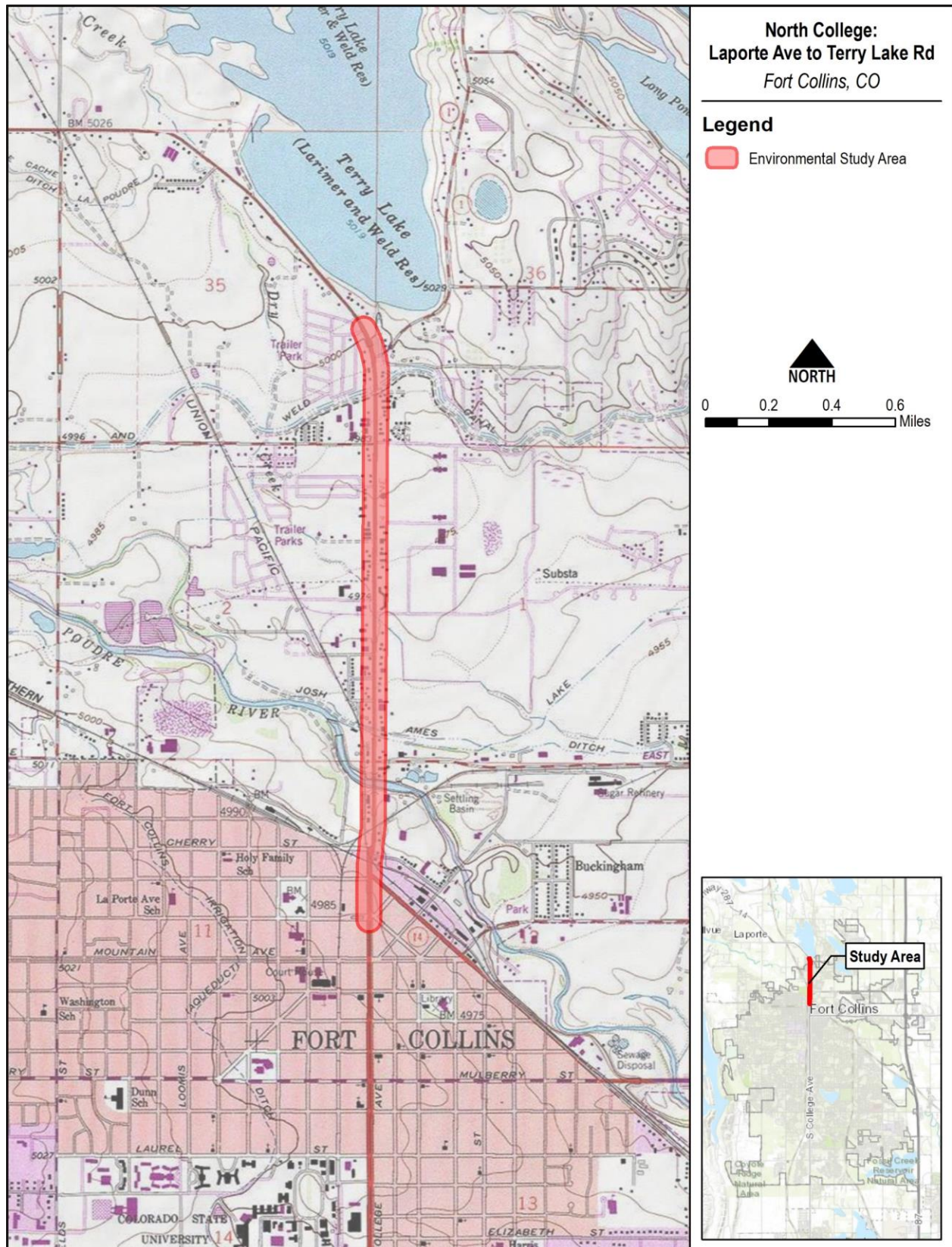
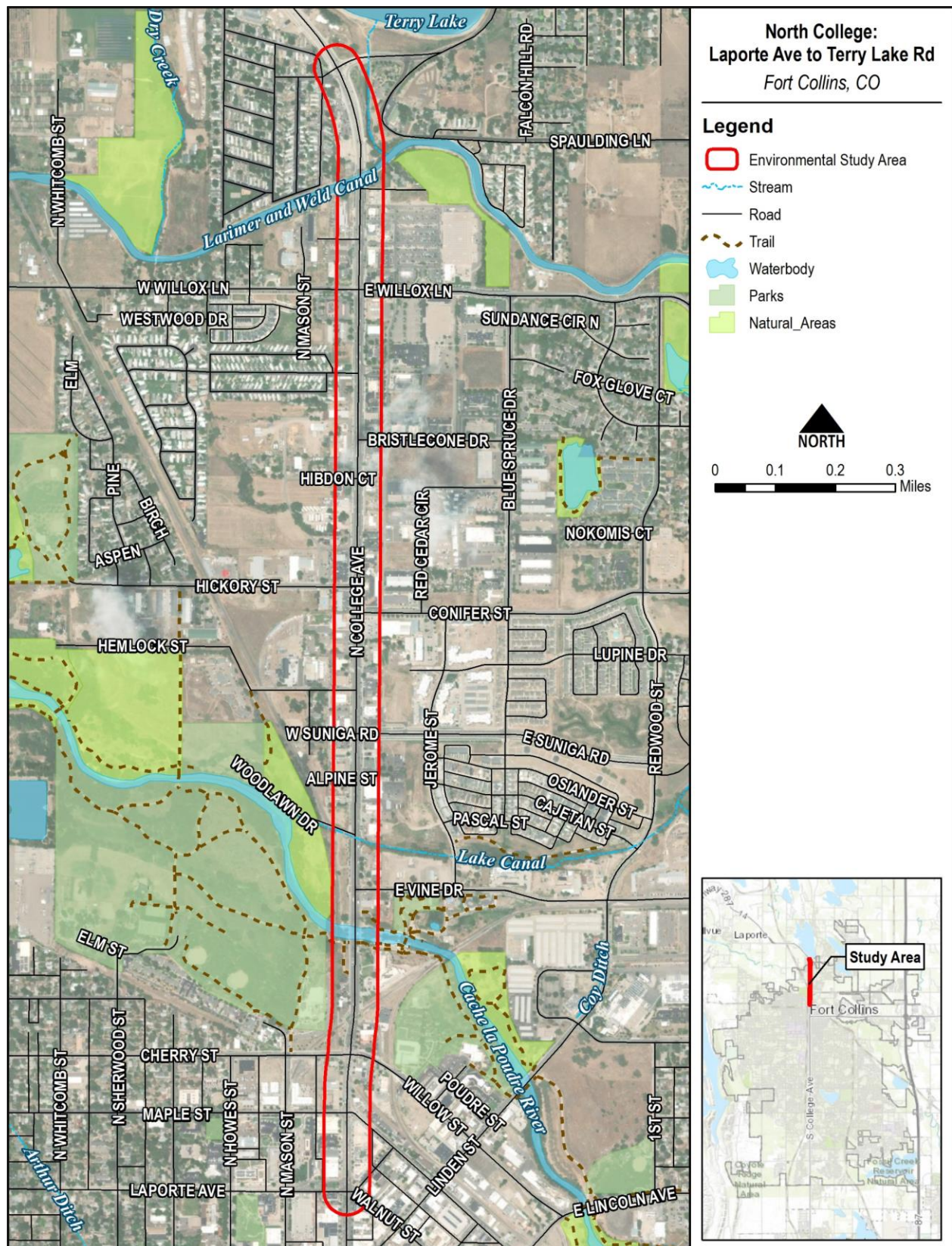


Figure 2. Study Area Map



The North College Corridor is currently identified as a Targeted Redevelopment Area, an Urban Renewal Area (URA), and a State Enterprise Zone. Assisting redevelopment with stormwater runoff is the Northeast College Corridor Outfall (NECCO). The North Fort Collins Business Association has been advocating for more robust transit service for the past five years. And, during the 2019 Transit Master Plan development process, the community voiced resounding support for BRT on North College. Recent community engagement conducted by the URA highlighted the need for improved connectivity and support for enhanced transit service that will help inform this plan.

2.0 ENVIRONMENTAL CONDITIONS

The following sections describe the environmental resources within the project environmental study area (see **Figure 2**). These sections provide a review of known and potential social and environmental resources within the environmental study area that could be affected by construction of the Proposed Project and would need to be considered during the NEPA process. The review includes a desktop analysis of the latest available data within the environmental study area. The review specifically covers resources with the potential to delay or stop project development or permitting, including those resources with specific regulatory drivers such as the Endangered Species Act (ESA) and Clean Water Act (CWA). Environmental resources evaluated include:

- Air Quality
- Hazardous Materials
- Noise
- Environmental Justice
- Historic and Cultural Resources
- Section 4(f) and Section 6(f)
- Floodplains
- Wetlands and Waters of the United States
- Water Quality
- Vegetation and Wildlife
- Special Status Species

Based on the desktop analysis, the following resources were determined not to be present in the vicinity of the Proposed Project and were, therefore, excluded from further review:

- Farmlands
- Federal and Tribal Lands
- Wild and Scenic Rivers
- Visual Resources/Aesthetics
- Soils and Geology
- Archaeological / Paleontological Resources

Each of the following subsections provides an overview of the environmental resources, findings of this evaluation, and, where appropriate, additional considerations for the Proposed Project.

2.1 Air Quality

Air quality is primarily regulated under the federal 1970 Clean Air Act (CAA) and amendments from 1977 and 1990. The purpose of the CAA is to protect and enhance air quality to promote public health, welfare, and the productive capacity of the nation.

2.1.1 Regulatory Setting

Through the CAA, National Ambient Air Quality Standards (NAAQS) were established for six criteria air pollutants: carbon monoxide, particulate matter, lead, sulfur dioxide, nitrogen dioxide and ozone.

Transportation sources are most closely associated with emissions of carbon monoxide, particulate matter, nitrogen dioxide and precursors of ozone.

Each of the states have evaluated their air quality with respect to the NAAQS. Any areas that exceeded the NAAQS were designated as nonattainment areas and are subject to more rigorous air pollution control measures. Over time and with air quality improvements, nonattainment areas may transition into NAAQS maintenance areas or NAAQS attainment areas. For reasons described in the following section, the CAA transportation conformity regulations will need to be considered for this project.

A group of hazardous air pollutants are regulated under the CAA; a subset of which are called mobile source air toxics (MSAT). Greenhouse gases (GHG) are also covered by the CAA.

The CAA established mandatory Class I federal areas, which receive extra protection and consideration from impairment from man-made air pollution. This primarily focuses on visibility/haze and aerosols from large industrial sources and includes prevention of significant deterioration to the air quality.

Construction may temporarily affect air quality (e.g., fugitive dust). Permits are likely to be needed when construction begins.

2.1.2 Existing Conditions

Fort Collins, including the project corridor, is within air quality nonattainment and maintenance areas designated by the U.S. Environmental Protection Agency (USEPA) for NAAQS pollutants under the CAA. It is within the Denver Metro/North Front Range nonattainment area for ozone and the Fort Collins maintenance area for carbon monoxide. Consequently, the federal CAA transportation conformity regulations will apply to this project. However, some transit projects may qualify for exemptions to the conformity requirements and the carbon monoxide conformity requirements are expected to expire in September 2023.

Rocky Mountain National Park is a Class I area. It is approximately 30 miles southwest of the project corridor. A BRT project typically would not be a concern for a Class I area, particularly at this distance.

2.1.3 Next Steps

As part of the NEPA clearance for the corridor improvements, an appropriate air quality analysis will be scoped and completed. This will be evaluated and determined when the specific elements of the project have been identified. Nominally, transportation conformity analysis under the CAA may be required, but this will depend on the nature and extent of proposed improvements and potential eligibility for a conformity exemption.

The need for and extent of MSAT or GHG analyses generally depends on the NEPA class of action. These analyses may be either qualitative or quantitative. An EA or EIS generally requires progressively greater consideration of MSAT and GHG. The level of analysis needed for these will be determined when the NEPA decision for the project is made.

The corridor improvements are unlikely to be a concern for the Class I area nearby and no associated air quality analysis is expected, but the area should be acknowledged.

Analysis of construction emissions is not needed for most projects. Permits are likely to be needed for construction and typical best practices should be required to minimize construction emissions and address air quality issues.

2.2 Hazardous Materials

Hazardous materials include substances or materials that have been determined by the USEPA to be capable of posing an unreasonable risk to health, safety, or property. Hazardous materials may exist within the study area at facilities that generate, store, or dispose of these substances, or at locations of past releases of these substances. Examples of hazardous materials include asbestos, lead-based paint, heavy metals, dry-cleaning solvents, and petroleum hydrocarbons (e.g., gasoline and diesel fuel), all of which could be harmful to human health and the environment.

2.2.1 Regulatory

Hazardous materials are regulated by various state and federal regulations. NEPA, as amended (42 USC Code (USC) 4321 et seq., Public Law 91-190, 83 Stat. 852), mandates that decisions involving federal funds and approvals consider environmental effects from hazardous materials. Other applicable regulations include the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) (42 USC 9601 et seq.), which provides federal authority for the identification, investigation, and cleanup of sites throughout the US that are contaminated with hazardous substances (as specifically designated in the CERCLA) and the Resource Conservation and Recovery Act of 1976 (RCRA) (42 USC 321 et seq.), which establishes a framework for the management of both solid and hazardous waste. The federal Hazardous and Solid Waste Amendments of 1984 established a new comprehensive regulatory program for underground storage tanks containing petroleum products and hazardous chemicals regulated under CERCLA. In 2016, the USEPA retired the CERCLA Information System database, and replaced it with a more modern system called the Superfund Enterprise Management System.

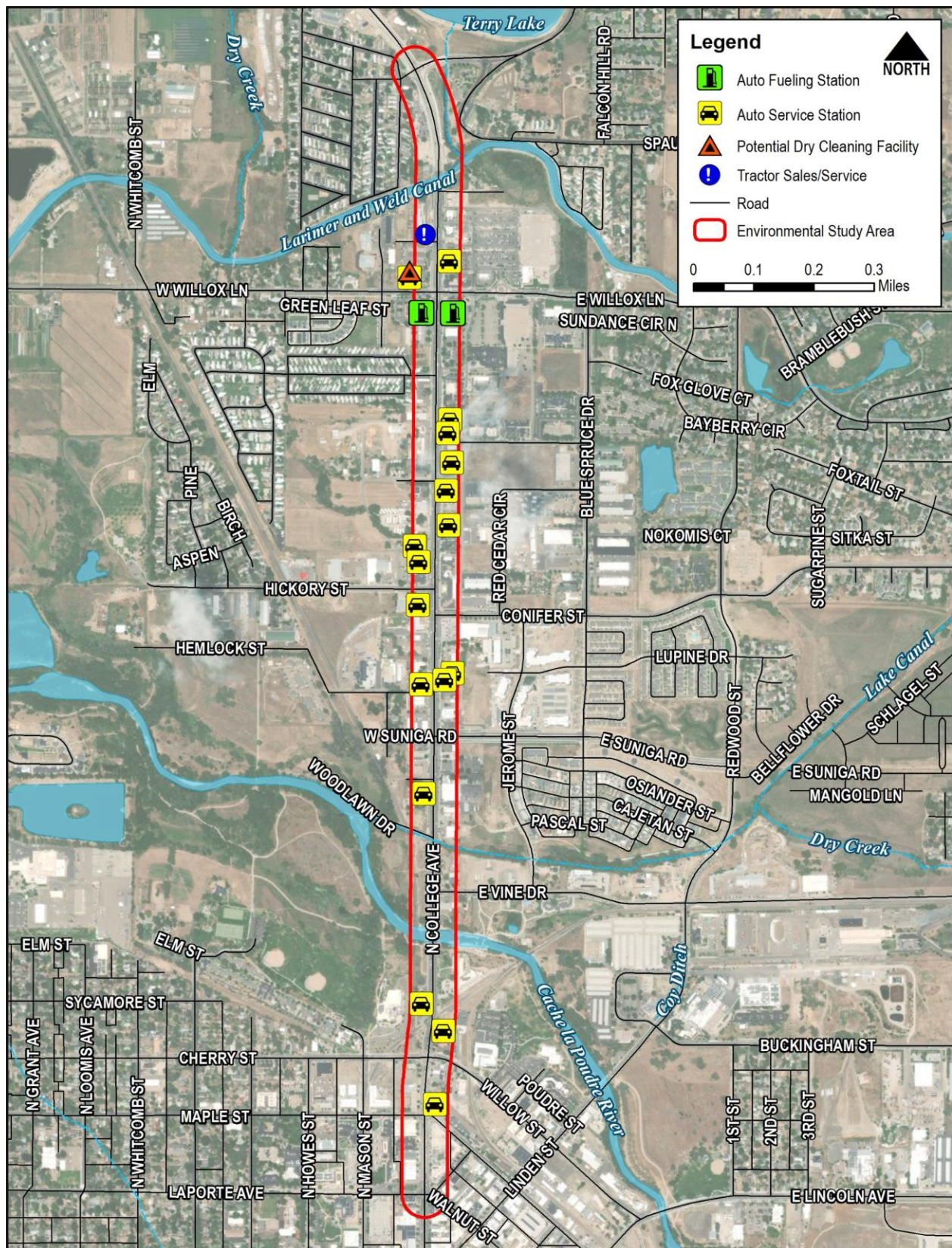
2.2.2 Existing Conditions

A desktop review of the study area revealed facilities that may utilize hazardous materials on a daily basis such as the following:

- Legacy Tractor Sales and Service (1845 North College)
- Discount Tire (1830 North College)
- ExelAnce Laundry (1805 North College)
- Loaf N Jug (1801 North College)
- Valero (1660 North College)
- Conoco (1675 North College)
- Big O Tires (1506 North College)
- Grease Monkey (1500 North College)
- Terry's Midtown Auto Service (1420 North College)
- Collins Auto Renewal (1314 North College)
- Rulon's Service (1304 North College)
- Big Tire and Wheel (1295 North College)
- Auto Trends (1235 North College)
- Ken's Automotive Repair (1219 North College)
- Frieson's Auto Center (1110 North College)
- Fort Collins 444 (1101 North College)
- Colorado Motor Car Care (1108 North College)
- Quick Lube (825 North College)
- J & M Precision Automotive (425 North College)
- Valvoline Instant Oil Change (410 North College)
- A Classic Touch Motorcycle Shop (300 North College)

These facilities are depicted in **Figure 3**. In addition to the facilities listed above, there may other properties that were previously located within the study area that may have affected groundwater and subsurface soils but have since been occupied by another business. Finally, there could be facilities located near the study area that may be undergoing active groundwater remediation.

Figure 3. Hazardous Materials



In October 2008, FHU completed a *Modified Phase I Environmental Site Assessment* for the North I-25 EIS project. The study area for that project encompassed a portion of this project's study area. Multiple files were reviewed to evaluate for the potential presence of contaminated soil and/or groundwater. Many of the properties identified were "closed" by the regulatory agency. A site is defined as "closed/clean up complete" when the "owner and/or operator has not necessarily removed all contamination, but instead actions taken have met the criteria that the State used for determining adequate clean up," and that no further investigation or remedial action is required. There were two properties in which active groundwater remediation was ongoing. These properties should be evaluated as part of the hazardous materials review (FHU, 2008).

2.2.3 Next Steps

Prior to final design, an environmental database records search of federal and state environmental resources should be obtained and reviewed for the study area. The environmental database records would be evaluated with respect to the status of the facility listing and its location within the study area boundaries. The facilities identified in the environmental database would be ranked as having either a high, medium, or low potential to impact based on the location of these facilities and known releases.

In addition to the environmental database review, an on-site visual inspection of the study area and surrounding areas should be completed. The site visit should be completed by a qualified environmental professional, skilled and experienced in identifying hazardous materials and waste issues, to identify and evaluate present conditions.

Finally, a review of historical site information such as Sanborn fire insurance maps, US Geological Survey topographic maps, and readily available historical aerial photographs should be completed. This review of historical sources should include all obvious uses from the study area's first obvious developed use or 1940, whichever is earlier, to the present time.

If findings from the historical and/or database reviews indicate that subsurface contamination may be present, a limited subsurface investigation to collect soil and/or groundwater samples may be warranted. Based on the information gathered during the subsurface investigation, a Materials Management Plan (MMP) may be recommended to detail the Standard Operating Procedures for handling potentially contaminated media, specifically soil and/or groundwater. The MMP will be designed to minimize worker exposure to potentially contaminated material, prevent releases to the environment, and ensure proper disposal.

2.3 Noise

Traffic noise can be an important and contentious environmental consideration for transportation projects. Transit projects can be especially so because the service often targets residential areas. The locations most often of concern for traffic noise are exterior areas of frequent human use.

2.3.1 Regulatory

A lead federal agency that will sponsor the project is uncertain at this time. It is expected to be either a Federal Transit Administration (FTA) or Federal Highway Administration (FHWA) (partnered with the Colorado Department of Transportation (CDOT)). FTA, in conjunction with FHWA, issued detailed regulations implementing NEPA for transit and highway projects that are codified in 23 CFR 771. FTA's noise analysis process is detailed in the *Transit Noise and Vibration Impact Assessment Manual*. For FHWA, highway traffic noise is addressed under 23 CFR 772. In Colorado, this is implemented through CDOT's *Noise Analysis and Abatement Guidelines*. These regulations apply to projects that receive federal funding or are otherwise subject to FTA, FHWA or CDOT approval.

The two noise analysis processes are substantively different from each other. When a decision has been made as to the lead agency, a corresponding decision will be made on the appropriate noise analysis process to follow. It may be that one or both processes must be followed. The noise analysis will be scoped at that time in relation to the nature of the proposed improvements and the applicable regulatory requirements.

Some type of noise analysis is likely but not all federal-aid or federal-approval highway improvement projects require a noise analysis. For example, FHWA/CDOT Type I projects require a noise analysis, while Type III projects are exempt.

2.3.2 Existing Conditions

This College Avenue corridor has a four-lane road through a heavily developed, urban setting from end to end. Most of the corridor is in commercial or industrial uses but there are residences, park/etc. properties and the Cache la Poudre River present. Noise receptors are relatively close to College Avenue in places that may need to be considered in a noise analysis. Many of the properties have direct access to College Avenue so there are frequent curb cuts and driveways. College Avenue traffic is a dominant local noise source, but there are also two railroads in the corridor.

2.3.3 Next Steps

The specific improvements that are proposed at the NEPA phase will need to be reviewed to determine the applicable noise regulation, the noise type status and what noise analysis may be required. Despite substantive differences in methods, there are general similarities between the FTA and FHWA/CDOT processes. Generally, the project is examined for any noise impacts. If impacts are identified, noise abatement measures are evaluated, typically in the form of noise barriers. If noise abatement actions found to be feasible and reasonable, they are included in the project. Note that abatement measures are not guaranteed for any noise impacts.

2.4 Environmental Justice

According to the USEPA, Environmental Justice (EJ) is defined as:

“The fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income, with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies (USEPA, 2021).”

2.4.1 Regulatory

Under Executive Order 12898 (1994), *Federal Actions to Address Environmental Justice in Minority Populations*, projects are required to identify and address disproportionately high and adverse human health or environmental effects, including the interrelated social and economic effects of their programs, policies, and activities on minority populations and low-income populations in the United States. In accordance with Council on Environmental Quality (CEQ) guidance, EJ populations occur where either:

- The minority or low-income population of the affected area exceeds 50%.
- The population percentage of the affected area is meaningfully greater than the minority population percentage in the general population or other appropriate unit of geographical analysis.

Title VI of the Civil Rights Act of 1964 (Title VI) ensures that individuals are not excluded from participation in, denied the benefit of, or subjected to discrimination under any program or activity receiving federal financial assistance based on race, color, or national origin (42 United States Code [USC] 2000d et seq.). Executive Order 12898 on environmental justice directs that programs, policies, and

activities not have a disproportionately high and adverse human health or environmental effect on minority and low-income populations (59 FR 7629).

2.4.2 Existing Conditions

To be consistent with the requirements of Title VI and Executive Order 12898, demographic characteristics of the environmental study area were examined to determine whether a low-income and/or minority population occurs within the study area. The demographic and economic character of the environmental study area was compared with that of the State of Colorado using data from EJSCREEN, USEPA's Environmental Justice Screening and Mapping Tool (Version 2020) (USEPA, 2020) (see **Table I**).

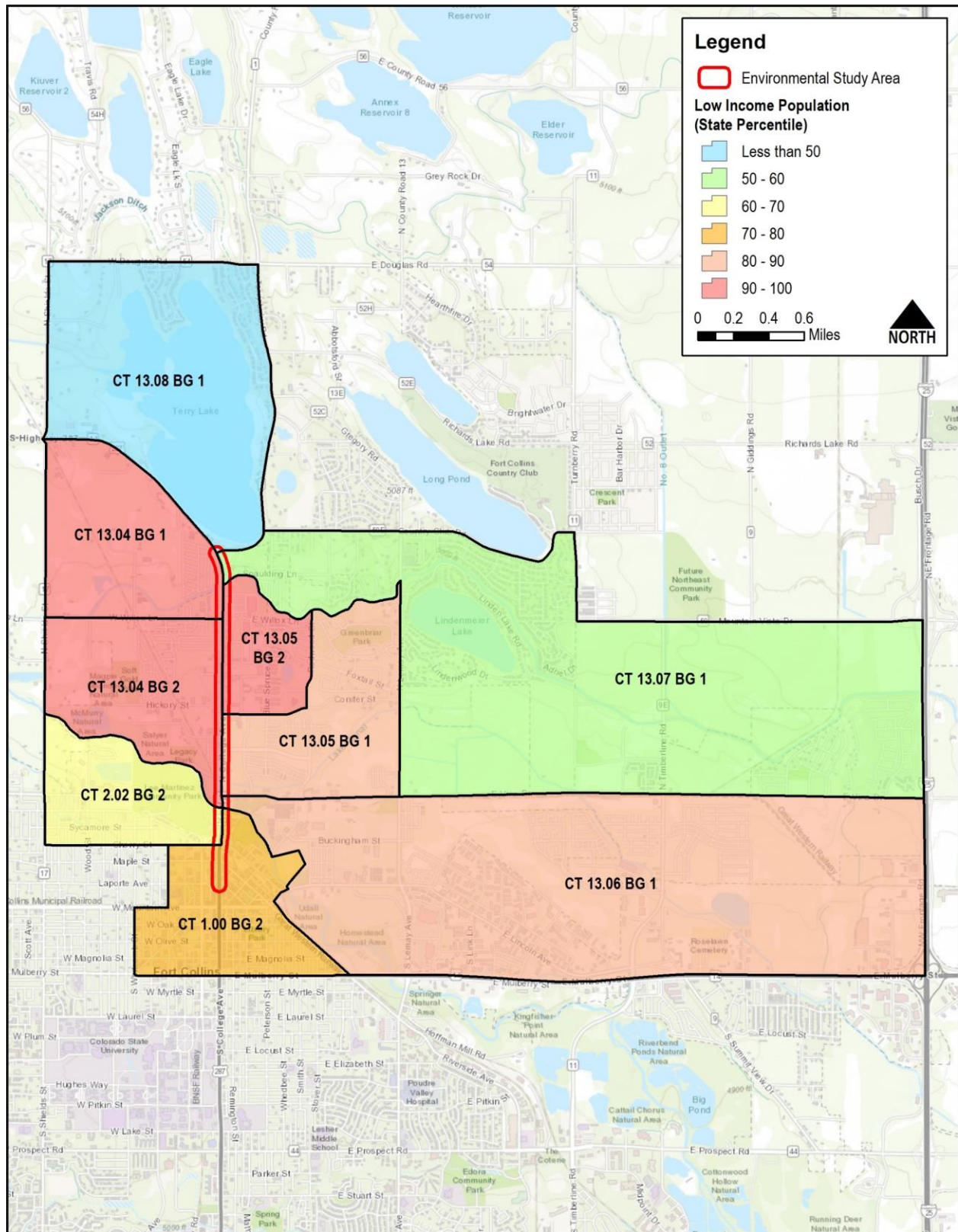
Table I. Environmental Justice Populations

Area	Minority Population (State Percentile)	Low Income Population (State Percentile)
Census Tract 1.00, Block Group 2	23%	72%
Census Tract 2.02, Block Group 2	50%	61%
Census Tract 13.04, Block Group 1	92%	93%
Census Tract 13.04, Block Group 2	87%	99%
Census Tract 13.05, Block Group 1	48%	86%
Census Tract 13.05, Block Group 2	75%	95%
Census Tract 13.06, Block Group 1	70%	83%
Census Tract 13.07, Block Group 1	43%	60%
Census Tract 13.08, Block Group 1	5%	1%

Note: State Percentiles are a way to see how local residents compare to the rest of the State of Colorado. Instead of just showing numbers out of context, EJSCREEN compares a community to the rest of the state, by using percentiles. The State percentile tells you what percent of the State population has an equal or lower value, meaning less potential for exposure/ risk/ proximity to certain facilities, or a lower percent minority (USEPA, 2020).

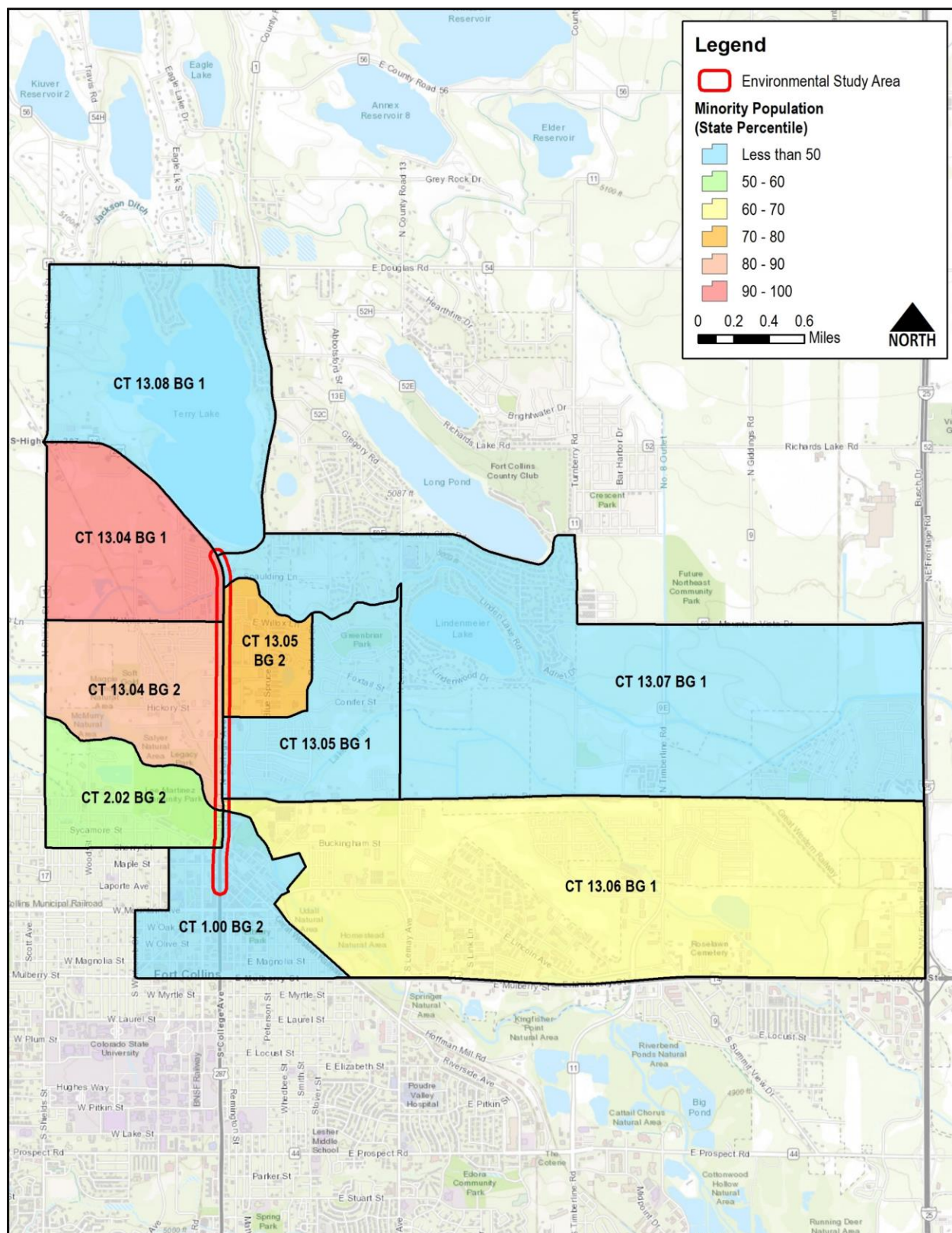
According to the EJSCREEN, only Census Tract 13.08 Block Group 1 has less than a 50-percentile low-income population (see **Table I**). The census block groups surrounding the environmental study area have a high population of low-income people. **Figure 4** shows the state percentile of low-income populations within the census block groups surrounding the environmental study area. A block group is an area defined by the U.S. Census Bureau that usually has in the range of 600-3,000 people living in it. Low-income populations are defined by USEPA as: “The percent of a block group's population in households where the household income is less than or equal to twice the federal poverty level.”

The EJSCREEN indicated that much of the study area is within a higher percentage of minority populations. Census Tract 13.04 Block Group 1, Census Tract 13.04 Block Group 2, Census Tract 13.06 Block Group 2, Census Tract 13.08 Block Group 1, and Census Tract 2.02 Block Group 2 all had a state percentile greater than 50 percent (see **Table I**). **Figure 5** shows the state percentile of minority populations within the census block groups surrounding the environmental study area. Minority populations are defined by the U.S. Census Bureau as: “A population of people who are not single-race white and not Hispanic. Populations of individuals who are members of the following population groups: American Indian or Alaskan Native; Asian or Pacific Islander; Black, not of Hispanic origin; or Hispanic.”

Figure 4. Low Income Populations

Source: USEPA EJSCREEN (<https://ejscreen.epa.gov/mapper/>)

Figure 5. Minority Populations



Source: USEPA EJSCREEN (<https://ejscreen.epa.gov/mapper/>)

2.4.3 Next Steps

When federal funding or a federal action is involved, the lead federal agency procedures for identifying EJ populations should be followed. The potential for disproportionately high or adverse impacts to be borne by EJ populations when compared to the non-EJ populations will need to be determined. Additionally, the opportunity for EJ populations to participate fully in the decision-making process must be provided. The denial, reduction, or delay of receipt of benefits by minority and low-income populations cannot occur.

Due to the high presence of low income and minority populations, a more detailed EJ analysis should be completed during the NEPA process to identify if the proposed project has a potential for disproportionately high or adverse impacts on EJ populations and identify ways to avoid and mitigate for any impacts.

2.5 Historic and Cultural Resources

2.5.1 Regulatory

Cultural resources are defined as man-made features and physical remains of past human activity, generally at least 45 years old (properties constructed in 1975 or earlier). Cultural resources include historic buildings, bridges, railroads, roads, other structures, and archeological sites. Section 106 of the National Historic Preservation Act of 1966 requires evaluation of project effects on historic properties that are on, or eligible for, the National Register of Historic Places (NRHP). Criteria for determinations of eligibility are set forth in 36 Code of Federal Regulations (CFR) Part 60.4 (70) and are described in National Register Bulletin How to Apply the National Register Criteria for Evaluation (NPS 1995).

2.5.2 Existing Conditions

FHU conducted a preliminary analysis of historic resources for the environmental study area, which includes properties directly adjacent to North College Avenue, between approximately Walnut/Laporte Street and Terry Lake Road on the north end of Fort Collins, Colorado. Several sources were consulted to determine the presence of known historic properties and additional resources with potential for eligibility to the National Register of Historic Places (NRHP).

If the proposed expansion of MAX BRT services utilizes funding, design, or permitting from a federal agency, the project may require compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (Section 106). Historic resources are afforded consideration for protection under the Section 106 when a federal action occurs. Sites qualifying for the NRHP must retain sufficient integrity (of location, design, setting, materials, workmanship, feeling, and association) and meet one or more of the following eligibility criteria as specified in 36 CFR 60.4:

- Be associated with events that have made a significant contribution to the broad patterns of our history;
- Be associated with the lives of persons significant in our past;
- Embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction;
- Have yielded, or may be likely to yield, information important in prehistory or history.

A file search through the Office of Archeology and Historic Preservation (OAHP) Compass database was first conducted to determine the location of known historic properties (previously surveyed resources). Several previous survey reports were conducted within the Project Study Area. **Table 2** below lists the primary survey reports that generated nearly all of the prior property surveys in the study area.

Table 2. Previous Survey Reports in the Project Study Area

Survey Report No.	Report Title	Author/Date
LR.LG.R10	Old Town Square Fort Collins Building Details, Larimer County, Colorado	Author Unknown, 1983
LR.LG.R11	An Inventory of Historic Properties in and around the Central Business District of Fort Collins, Larimer County, Colorado	Jason Marmor, 1996
LR.LG.R22	Cultural Resources Survey for the Old Fort Site, Fort Collins, Colorado (CLG #08-01-16405-014)	Jason Marmor, 2002
LR.CH.R28	Historic Resources Survey Report North College Avenue Jefferson Street/Riverside Avenue US Highway 287, Larimer County, Colorado (CDOT Project No. AQC 2873-117 and STA 0142-039)	Author Unknown, 2003
LR.CH.R49	Historic Resources Survey Report North College Avenue Streetscape Improvements, Fort Collins (CDOT Project No. AQC M455-079)	Robert Autobee, 2010
LR.CH.R51	Historic Resources Inventory Report, North College Avenue Improvements – Conifer to Willox, Fort Collins, Larimer County (1/12-829-02.8003)	Jennifer Wahlers, 2013

Review of the OAHP Compass database indicated that the Project Study Area contained ten (10) NRHP eligible resources. These include four buildings, two linear irrigation canals, two linear railroad corridors, one linear roadway resource, and one historic district. Impacts to these resources should be minimized to avoid potential adverse effects to historic resources. NRHP eligible resources can be found in **Table 3** below.

Table 3. NRHP Eligible Resources within the Project Study Area

(SHPO No.) Resource Name	Date	Location/Address	Resource Type	NRHP Eligibility
(N/A) U.S. Highway 287	1935	Labeled N College Avenue through downtown Fort Collins.	Linear Roadway	"Significant" in CDOT Statewide Highway Study
(5LR.462) Old Town Fort Collins Historic District	1867	Mountain Avenue to Pine Street, N College Avenue to Willow Street	Historic District	NRHP Listed 08/02/1978
(5LR.863) Larimer and Weld Canal	1881	Crosses N College Avenue, approx. 950 feet south of Terry Lake Road.	Linear Irrigation Canal	Officially Eligible 08/09/2007
(5LR.1502) McMillan Transfer & Storage	1932	300 N College Avenue Fort Collins, CO 80524	Building	Officially Eligible 05/30/2003
(5LR.1731) Burlington Northern Railroad	1903	Crosses N College Avenue, approx. 350 feet north of Cherry Street.	Linear Railroad	Officially Eligible 03/03/2004

(SHPO No.) Resource Name	Date	Location/Address	Resource Type	NRHP Eligibility
(5LR.1815) Union Pacific Railroad, Buckeye Branch	1924	Parallel to west side of N College Avenue north of Cherry Street. Turns southeast and crosses N College Avenue, approx. 200 feet south of Cherry Street.	Linear Railroad	<i>Officially Eligible 01/19/2001</i>
(5LR.1829) Josh Ames Ditch	1867	Crosses N College Avenue, approx. 475 feet south of Alpine Street.	Linear Irrigation Canal	<i>Officially Eligible 08/23/2013</i>
(5LR.12232) Sunnyside Methodist Mission	1904-1940	909 N College Avenue Fort Collins, CO 80524	Building	<i>Officially Eligible 04/12/2010</i>
(5LR.12237) El Palomino Motel	1946-1957	1220 N College Avenue Fort Collins, CO 80524	Building	<i>Officially Eligible 07/12/2011</i>
(5LR.13176) Montclair Lodge	1959	1405 N College Avenue Fort Collins, CO 80524	Building	<i>Officially Eligible 07/12/2013</i>

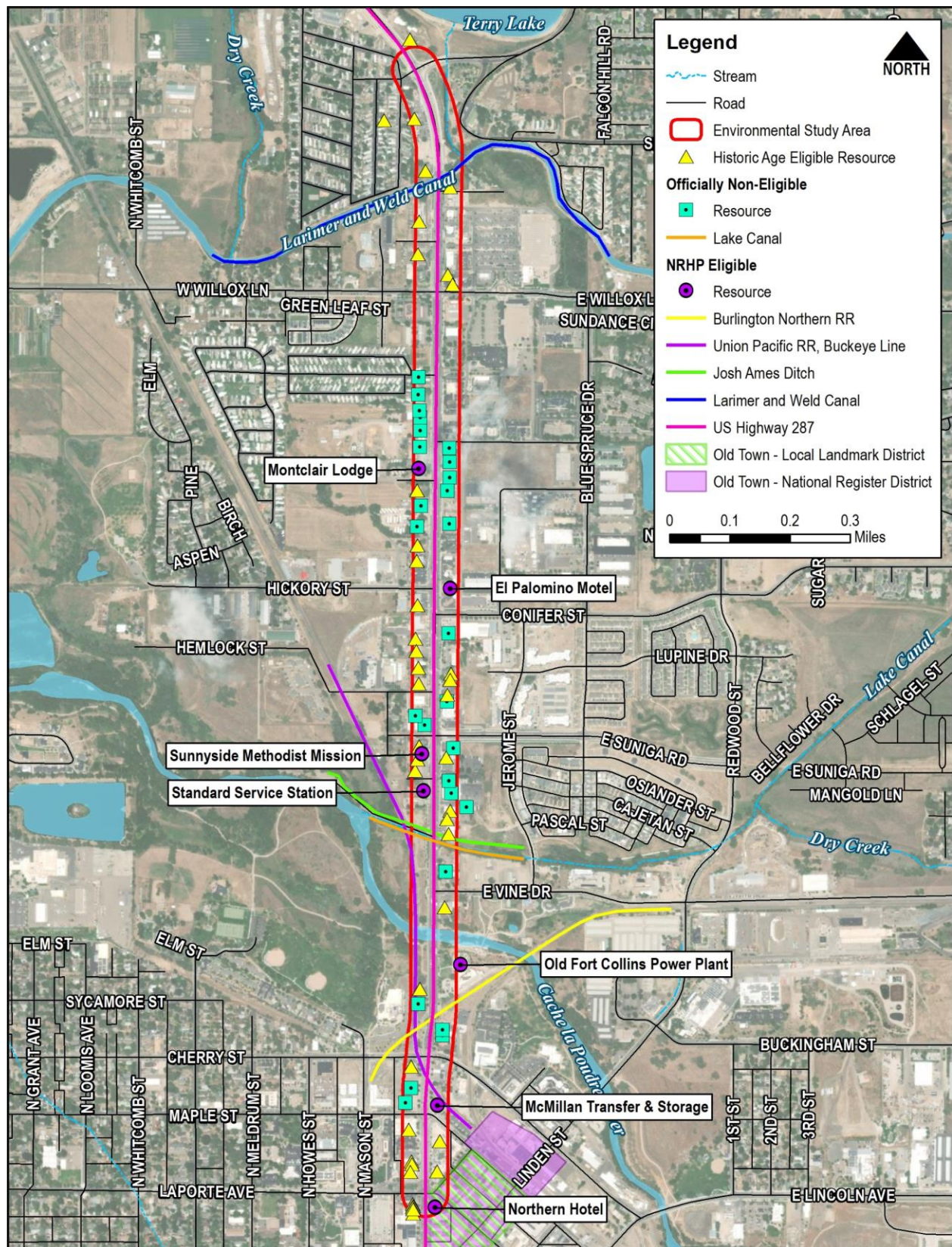
Further review of Compass indicated that the Project Study Area also contained twenty-eight (28) resources that were previously surveyed and determined Officially Not Eligible to the NRHP. Resources not eligible to the NRHP include twenty-seven buildings and one linear irrigation canal – 5LR.995 Lake Canal. These resources would not require additional survey and evaluation.

Additional review of Larimer County records indicates that forty-one (41) additional properties within the Project Study Area contain buildings that meet the minimum age requirement for NRHP eligibility. Additional review and survey of these properties in addition to consultation with the State Historic Preservation Office (SHPO) would be required in order to make formal determinations of NRHP eligibility.

2.5.3 Next Steps

Next steps would be for the responsible agency to initiate a cultural resources survey to determine whether the undertaking (project) could affect previously recorded or age eligible historic resources that are NRHP listed or eligible. The agency then proceeds to define the Area of Potential Effects (APE), which is the area that an undertaking may directly or indirectly cause changes in the character of use of historic resources. Once the APE has been defined, a cultural resources survey would be conducted, and the agency would consult with the appropriate State Historic Preservation Officer (SHPO) and on effects to historic or potentially historic resources located within the APE.

Figure 6. Historic Resources



2.6 Section 4(f) and Section 6(f)

Section 4(f) properties include publicly owned parks, recreational areas, wildlife and waterfowl refuges, or public and private historical sites as defined in the US Department of Transportation (DOT) Act of 1966. US DOT agencies cannot approve use of these properties for transportation projects unless certain conditions apply. Section 4(f) is only applicable if the project is federally funded by the US DOT (FHWA or FTA). Section 6(f) properties include recreational resources developed with federal funding through the Land and Water Conservation Fund (LWCF). Section 6(f) of the LWCF Act prohibits the conversion of these properties to anything other than public outdoor recreation uses.

2.6.1 Regulatory

Section 4(f) of the Department of Transportation Act of 1966 is a regulation applicable only to projects that receive funds from US DOT agencies. FHWA and FTA implement Section 4(f) through 23 Code of Federal Regulations (CFR) 774. Under this regulation, the following resources are protected:

- Parks and recreational areas of national, state, or local significance that are both publicly owned and open to the public;
- Historic sites of national, state, or local significance in public or private ownership; and
- Publicly-owned wildlife and waterfowl refuges of national, state, or local significance that are open to the public to the extent that public access does not interfere with the primary purpose of the refuge.

Section 4(f) mandates that US DOT agencies can only approve the use of land from publicly owned parks, recreational facilities, wildlife and waterfowl refuges, or public and private historic sites if there is no feasible and prudent alternative to the use of the land and when the action includes all possible planning to minimize harm to the project resulting from the use.

Some park and recreational resources are also regulated under the Land and Water Conservation Fund (LWCF) Act of 1965. The LWCF established a federal funding program to assist states in developing outdoor recreation sites. Section 6(f) of the act prohibits converting property acquired or developed with these funds to a non-recreational purpose without the approval of the National Park Service (NPS).

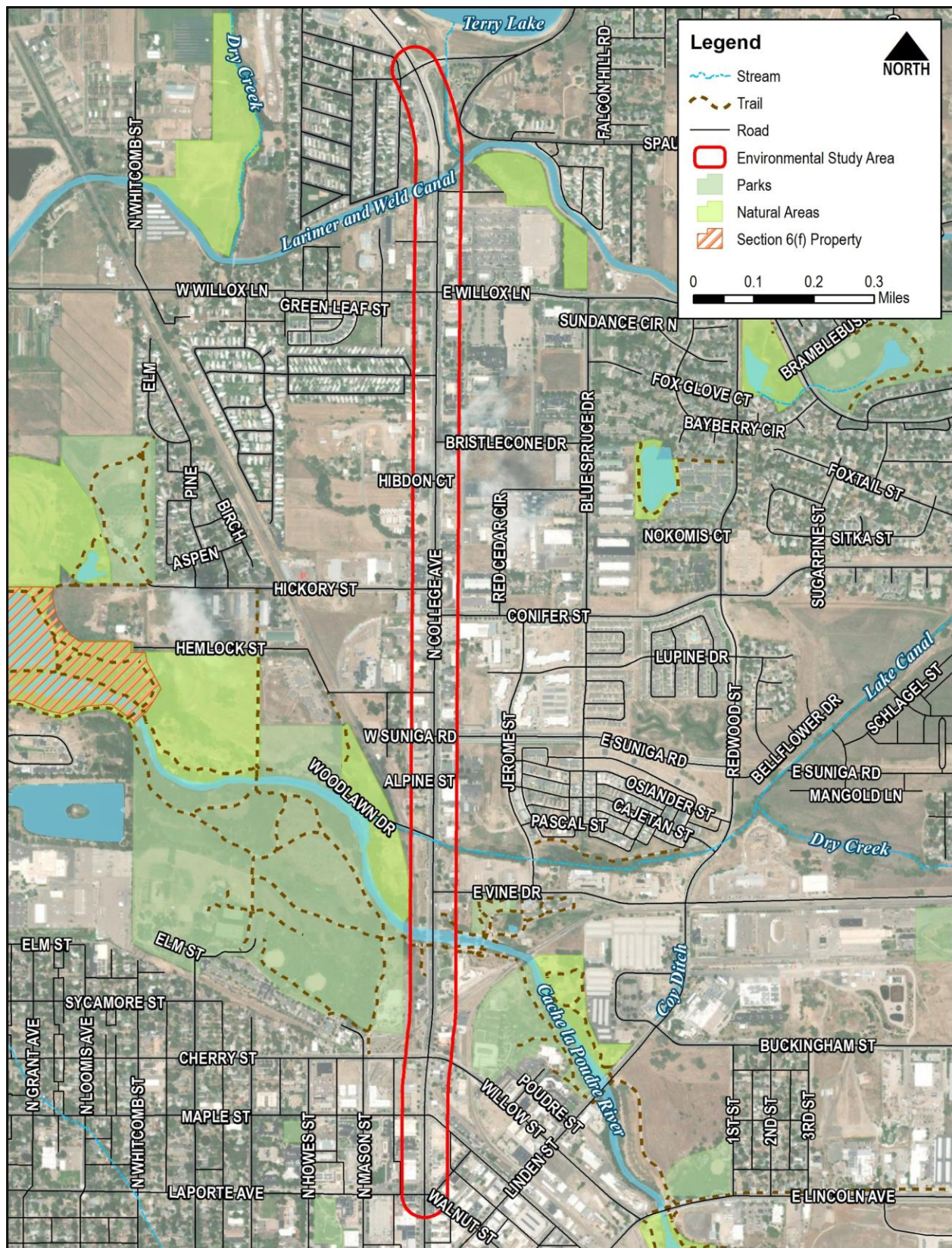
2.6.2 Existing Conditions

Figure 7 shows the location of parks, natural areas, and trails that are within and surrounding the environmental study area. The Poudre Trail crosses the study area along the Cache la Poudre River, approximately 500 feet south of East Vine Drive and North College. Bordering the study area on the west side between Cherry Street and Woodlawn Drive is Lee Martinez Community Park and Rivers Edge Natural Area. The Poudre River Whitewater Park overlaps the study area on the east side of North College south of East Vine Drive.

Historic sites that are on or eligible for the NRHP qualify for protection under Section 4(f). Currently, the study area contains 10 NRHP eligible resources. These include four buildings, two linear irrigation canals, two linear railroad corridors, one linear roadway resource, and one historic district. The project should seek to avoid a Section 4(f) “use” of these historic sites and they should be clearly identified as an avoidance area on project plans.

Section 6(f) would not apply to this project because there are no Section 6(f) properties within or near the study area. The nearest Section 6(f) resource is located at the McMurry Natural Area along the Cache la Poudre River, approximately 0.5 miles west of the study area.

Figure 7. Parks and Recreation Areas



2.6.3 Next Steps

FHWA has developed a Section 4(f) Policy Paper and FTA recommends that this policy paper be used as FTA guidance on Section 4(f) requirements, as well. For publicly-owned land, a park, recreation area or wildlife and waterfowl refuge it is considered eligible when the land has been officially designated as such (or planned) and the officials with jurisdiction over the land determine that its primary purpose is as a park, recreation area, or refuge. For purposes of Section 4(f), a historic site is protected only if it is on or eligible for the National Register of Historic Places.

The Whitewater Park and Poudre Trail overlaps the study area and 10 known NRHP Eligible resources are within the study area. There are also 41 NRHP age-eligible resources within the study area that will be further evaluated during the NEPA process to determine if they would be considered NRHP eligible or non-eligible.

During the NEPA process, potential Section 4(f) properties will be further evaluated, and it will be determined if impacts would occur as a result of the project. Alternatives must be evaluated to determine if impacts can be avoided or minimized to the extent practicable.

2.7 Floodplains

2.7.1 Regulatory

Floodplains are the lands on either side of a waterway that are inundated when a channel exceeds its capacity. The following regulatory requirements apply to floodplains:

- **Executive Order (EO) 11888, Floodplain Management (1977)**, directs federal agencies to "provide leadership and take action to reduce the risk of flood loss, to minimize the impacts of floods on human safety, health and welfare, and to restore and preserve the natural and beneficial values served by floodplains." This EO assists in furthering the NEPA, the National Flood Insurance Act of 1968 (amended), and the Flood Disaster Protection Act of 1973.
- **Code of Federal Regulations (CFR), Title 23 – Highways**, prescribes the policies and procedures that FHWA is directed to implement in the location and hydraulic design of highway encroachments on floodplains.
- **CFR, Title 44 – Emergency Management and Assistance**, contains the basic Federal Emergency Management Agency (FEMA) policies and procedures to regulate floodplain management and to analyze, identify, and map floodplains for flood insurance purposes.

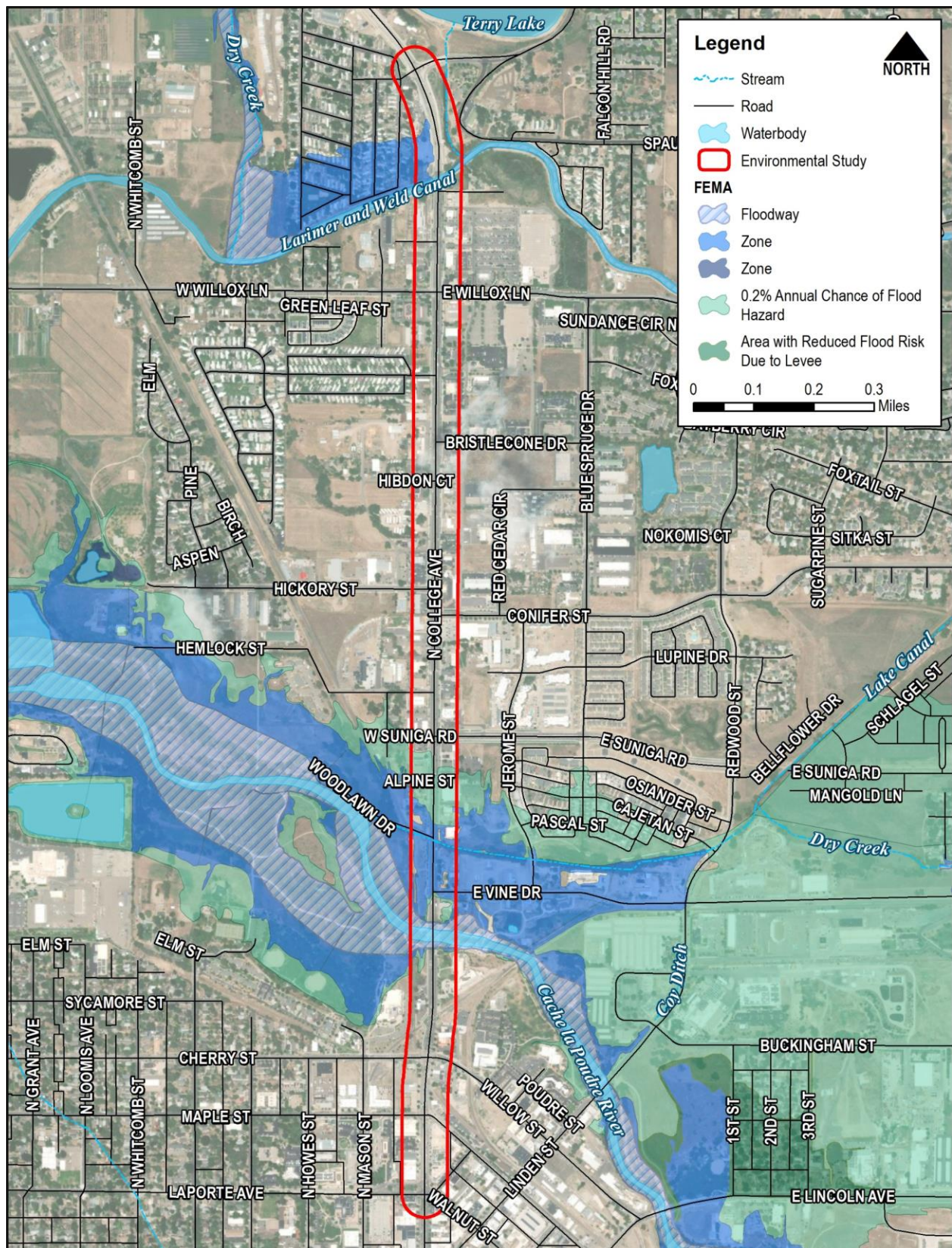
For projects within the floodplains, local jurisdictions typically require floodplain development permits.

2.7.2 Existing Conditions

The study area lies within the Flood Insurance Rate Maps (FIRM) Panels 08069C0977G (6/17/2008) and 08069C0979H (5/2/2012). A Letter of Map Revision (LOMR) was completed for this area with an effective date of 6/25/2021. As shown on **Figure 8**, the study area overlaps portions of the Cache la Poudre River Regulatory Floodway, Zone AE, and 0.2% annual chance of flood hazard along North College and south of Suniga Road. The study area also overlaps portions of the Larimer and Weld Canal Zone AE west of North College, north of Grape Street.

A Regulatory Floodway means the channel of a watercourse and the adjacent land that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height (FEMA, 2020). Zone AE indicates an area inundated by 1% annual chance flooding, for which base flood elevations have been determined. Zone AE is also referred to as the base flood or 100-year flood. The 0.2% annual chance of flood hazard is also known as the 500-year flood.

Figure 8. Floodplains



2.7.3 Next Steps

Changes in the floodplain of the Cache la Poudre River or Larimer and Weld Canal would require consultation with the City of Fort Collins to ensure any proposed encroachment or alteration of a floodplain meets their requirements. Floodplain modeling would be required to assess any changes to the floodplain or floodway. Changes to the base flood elevations in the floodplain may trigger the need for a Conditional Letter of Map Revision (CLOMR) and LOMR from FEMA.

2.8 Waters of the U.S., Including Wetlands

2.8.1 Regulatory

Passed by the United States Congress in 1972, the Clean Water Act (CWA) establishes the basic structure for regulating discharges of pollutants into waters of the U.S. Any discharge of dredged or fill materials into a waters of the U.S., including wetlands, requires authorization by the U.S. Army Corps of Engineers (USACE) pursuant to Section 404 of the CWA. The CWA also protects the removal of wetlands from dredging activities. A waters of the U.S. is defined under Section 404 as all traditional navigable waters and their tributaries, all interstate waters and their tributaries, all wetlands adjacent to these waters, and all impoundments of these waters. This definition does not include wetlands that lack a significant nexus or surface connection to a regulated water, such as a perennial stream. For regulatory purposes under the CWA, wetlands are defined as:

“...those areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs and similar areas (USEPA, 2018).”

More specifically, an area is considered a wetland when three parameters are met: hydrophytic vegetation, hydric soils, and wetland hydrology.

2.8.2 Existing Conditions

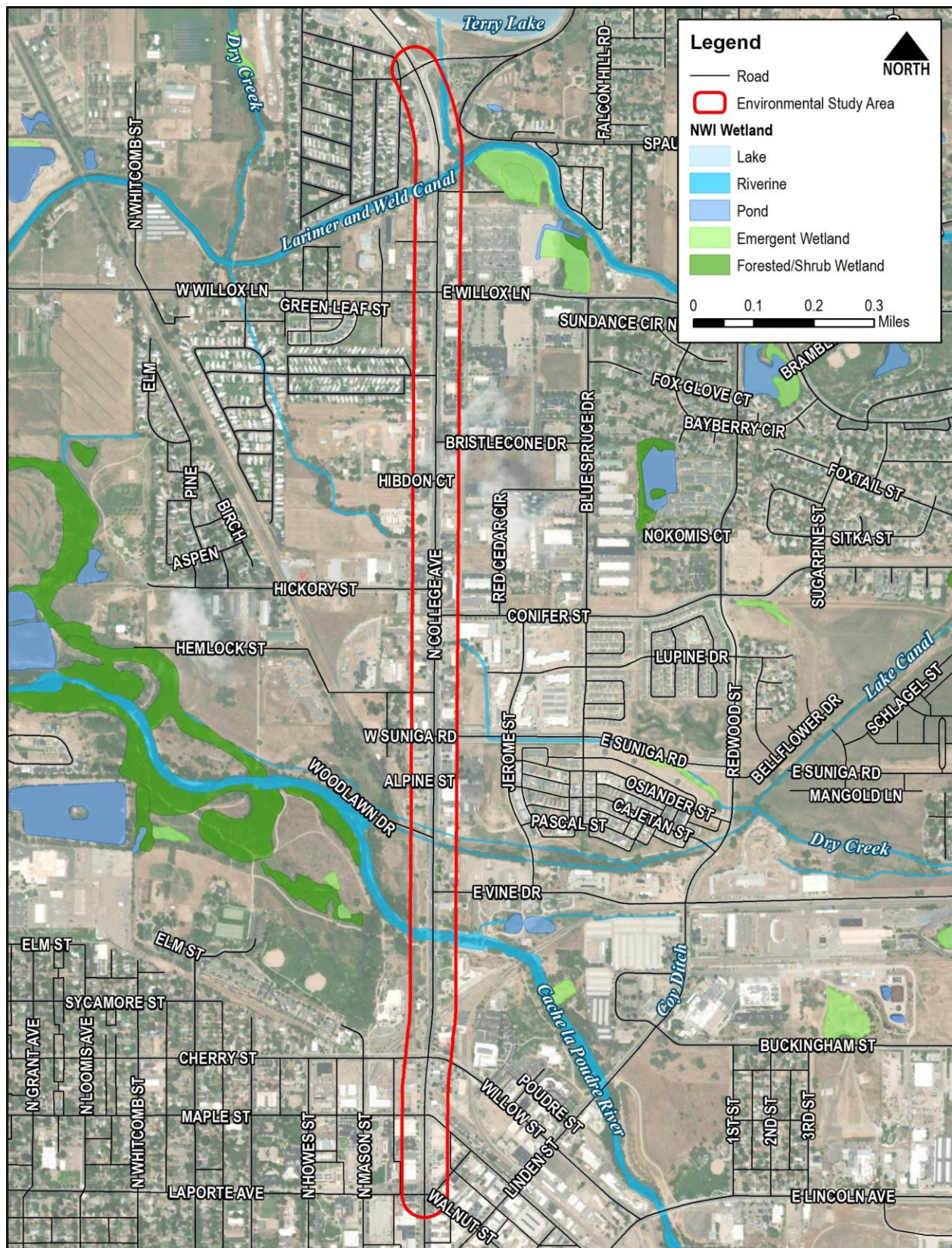
FHU staff conducted a desktop review and reviewed Google Earth and historical aerial imagery, USGS topographic maps, Natural Resource Conservation Service (NRCS) Web Soil Survey (NRCS, 2021), National Wetlands Inventory (NWI) data from the U.S. Fish and Wildlife Service (USFWS), and FEMA floodplain data, to determine the potential presence of wetlands and other waters of the U.S. in the environmental study area.

The desktop analysis identified the following surface waters within the study area:

- Cache la Poudre River
- Lake Canal
- Dry Creek
- Larimer and Weld Canal
- Terry Lake Canal

The NWI data also indicated potential wetland areas along all of these water resources except Dry Creek (see **Figure 9**). Within the study area, Dry Creek is piped underground and does not contain any surface water flows or wetland habitat. The wetland types along the remaining surface water resources within the study area are all Riverine wetlands. The Riverine wetland type usually includes all wetlands and deepwater habitats contained within a channel. Water is usually, but not always, flowing and upland islands or Palustrine wetlands may occur in the channel, but they are not included in the Riverine wetland designation (USFWS, 2021a).

Figure 9. NWI Wetlands and Other Waters of the U.S.



The NWI wetlands adjacent to the Cache la Poudre River within the study area consist of R2UBG, which is defined as a Riverine System, Lower Perennial Subsystem, Unconsolidated Bottom Class, with an Intermittently Exposed Water Regime. These wetlands are characterized by having some water flows all year, except during years of extreme drought and have a substrate that mainly consists of sand and mud with the vegetation covering less than 30 percent (USFWS, 2021a).

NWI wetlands adjacent to Lake Canal consist of R5UBFx, which is defined as a Riverine System, Unknown Perennial Subsystem, Unconsolidated Bottom Class, Semipermanently Flooded Water Regime, and was excavated by humans. This type of wetland consists of having surface water present throughout the growing season in most years, with the water table usually at or very near the surface when surface water is absent. Vegetation cover is usually less than 30 percent and at least 25 percent cover of particles smaller than stones (less than 6-7 cm) (USFWS, 2021a).

Larimer and Weld Canal and Terry Lake Canal adjacent NWI wetlands mostly consist of R4SBCx, which is defined as a Riverine System, Intermittent Subsystem, Streambed Class, Seasonally Flooded Water Regime, and was excavated by humans. These wetlands are characterized by containing flowing water only part of the year and when water is not flowing, water may remain in isolated pools or be absent. Surface water is present early in the growing season but is absent by the end of it in most years (USFWS, 2021a).

There are also a couple of small pockets of R5UBH, which is defined as a Riverine System, Unknown Perennial Subsystem, Unconsolidated Bottom Class, and a Permanently Flooded Water Regime. This type of wetland consists of having water cover the substrate throughout the year. Vegetation cover is usually less than 30 percent and at least 25 percent cover of particles smaller than stones (less than 6-7 cm) (USFWS, 2021a).

2.8.3 Next Steps

A wetland delineation and water of the U.S. identification would need to be completed to identify wetlands and other waters of the U.S. within the project footprint and to determine if these waters of the U.S could be considered jurisdictional. If resources are likely jurisdictional, a Section 404 permit will need to be acquired from the USACE prior to construction activities occurring. Once project design has progressed to a level capable of identifying final impacts, the appropriate documentation should be provided and will need to include appropriate permitting under Section 404 of the CWA and mitigation. If a Section 404 permit would be needed, clearances would also be required for compliance with the Endangered Species Act and with Section 106 of the National Historic Preservation Act (NHPA).

2.9 Water Quality

2.9.1 Regulatory

Water Quality is regulated under the Federal Water Pollution Control Act Amendments of 1972 (CWA). The objective is to restore and maintain the chemical, physical, and biological integrity of the Nation's waters by preventing point and non-point pollution sources, providing assistance to publicly owned treatment works for the improvement of wastewater treatment, and maintaining the integrity of wetlands. Each state has jurisdiction for managing water quality in its respective state. Section 303(d) of the CWA requires each state to evaluate water quality conditions in designated water bodies and list as impaired any water bodies not meeting water quality standards; this is to be reported every other year.

The City of Fort Collins implements programs in accordance with its Colorado Discharge Permit System, Municipal Separate Storm Sewer System (MS4) Permit, to minimize pollutants transported by stormwater runoff into the storm sewer system and downstream receiving waters.

2.9.2 Existing Conditions

According to the Colorado Department of Public Health and Environment (CDPHE) the 2020 303(d) list of water quality limited segments requiring Total Maximum Daily Loads (TMDLs) includes the segment of Dry Creek (COSPCPI3a_B) and all its tributaries and the Cache la Poudre River segment (COSPCPI1_A) from Shields Street in Ft. Collins to a point immediately above the confluence with Boxelder Creek (CDPHE, 2020) (see **Figure 10**). For these segments, TMDLs are required for those parameters that are identified as impairments. Dry Creek is listed as having an impaired use due to Selenium (Dissolved), which affects Aquatic Life Use and has a medium priority level. The Cache la Poudre River segment is listed as having an impaired use due to E. coli, which affects Recreational Use and has a high priority.

The construction of the proposed project would not be expected to contribute Selenium (Dissolved) or E. coli to Dry Creek and the Cache la Poudre River or any drainages that lead to these water resources. The proposed project would require a General Permit for Storm Water Discharges Associated with Construction Activities and the implementation of sediment and erosion control measures. Furthermore, best management practices (BMPs) would be implemented to minimize pollutants entering waterbodies.

2.9.3 Next Steps

A Stormwater Pollution Prevention Plan (SWPPP) would need to be prepared for the project and a National Pollutant Discharge Elimination System (NPDES) Construction Stormwater Permit would be required from CDPHE.

2.10 Vegetation and Wildlife

2.10.1 Regulatory

The Colorado Noxious Weed Act requires the control of the 79 plant species designated as “noxious weeds.” The aim of the Noxious Weed Program is to control noxious weeds which replace native vegetation, reduce agricultural productivity, cause wind and water erosion, and pose an increased threat to communities from wildfire (CDA, 2020).

The Fish and Wildlife Coordination Act of 1958, as amended, recognizes the vital contribution of wildlife resources to the Nation and requires equal consideration and coordination of wildlife conservation with water resources development programs.

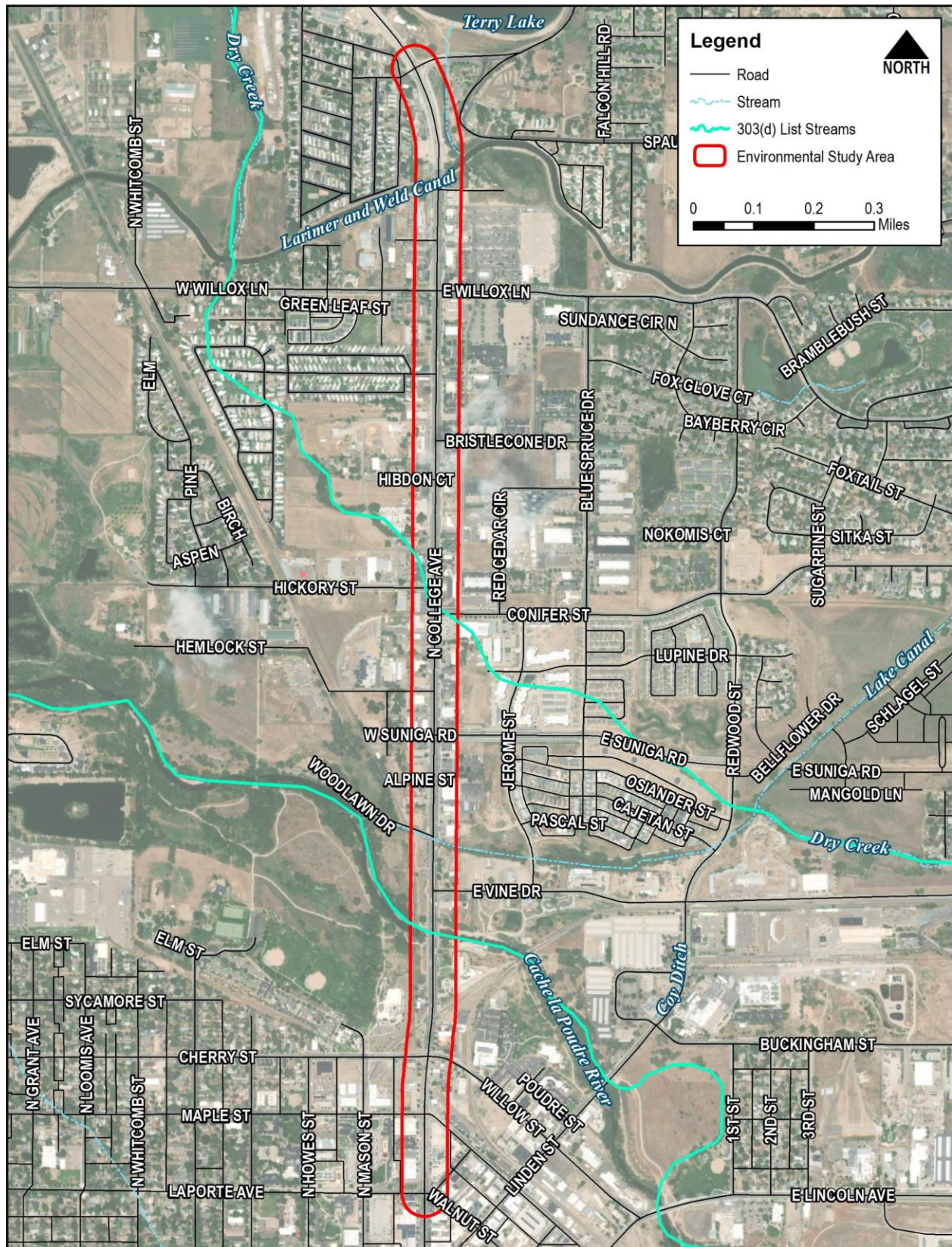
2.10.2 Existing Conditions

Vegetation

The environmental study area is located in the Front Range Fans sub-ecoregion within the High Plains Ecoregion (USEPA, 2006). The High Plains Ecoregion consists of smooth to slightly irregular plains having a high percentage of cropland. Grama-buffalo grass is the potential natural vegetation in this region and in Colorado, gas and oil fields are scattered throughout the region, with the greatest concentration found in the Denver Basin area. The Front Range Fans sub-ecoregion consists of more extensive urban development transitioning from mostly cropland and rangeland.

Undeveloped areas within the environmental study area primarily consist of vacant lots. Developed areas include commercial areas and some residential areas. Much of the environmental study area consists of North College right-of-way that is mowed and maintained, with some trees and shrubs in medians and along the right-of-way. Trees and shrubs primarily occur in riparian areas associated with the Cache la Poudre River, Lake Canal, Larimer and Weld Canal, and Terry Lake Canal. Wetlands could also be present within or adjacent to these surface water resources.

Figure 10. 303(d) List Streams



According to the Colorado Department of Agriculture (CDA), noxious weeds are plants that reduce agricultural productivity, lower real estate values, endanger human health and well-being, and damage scenic values (CDA, 2003; CDA, 2016; CWMA, 2013). The state has divided the 79 noxious weeds into three groups: Lists A, B, and C. In addition, the state also has a Watch List for newly introduced noxious weeds that may become listed in the future because they exhibit the same characteristics as listed noxious weeds.

List A includes 25 plant species that have very limited to no distribution in Colorado and are designated for immediate eradication. List B includes 38 species that are locally common but are managed to stop continued spreading. List C includes 16 species that are generally widespread and are not managed to stop spreading but identified for additional education, research, and biological control. The Watch List contains 19 plant species; this Watch List is intended to serve advisory and educational purposes only and is used to locate and report distributions of these species for future designation as noxious weeds (CDA, 2020).

The spread of noxious weeds can be partially attributed to the movement of seed and plant parts attached to vehicles. As a result, noxious weeds are becoming an increasing maintenance problem on roadway right-of-way. The ground disturbance caused by construction projects are often colonized by noxious weed species preventing the establishment of native vegetation.

Because much of the environmental study area is mowed and maintained, this has generally suppressed noxious weeds. However, they are still possible throughout the environmental study area where vegetation is not maintained or frequently mowed.

Wildlife

Due to the highly urbanized nature of the environmental study area, there are limited areas of natural habitat along the riparian corridors. Ungulate species such as mule deer (*Odocoileus hemionus*) and white-tailed deer (*Odocoileus virginianus*) may occur along the Cache la Poudre River, Lake Canal, and the Larimer and Weld Canal corridors. Carnivore species that could occur in the environmental study area include raccoon (*Procyon lotor*), coyote (*Canus latrans*), red fox (*Vulpes vulpes*), and striped skunk (*Mephitis mephitis*). Individuals of these species may use this area as a movement corridor, for hunting purposes, or for denning purposes.

According to the Colorado Parks and Wildlife (CPW) Species Activity Mapping (SAM) data, the project area is within the known range of black bear (*Ursus americanus*) and mountain lion (*Puma concolor*) (CPW, 2021b); however, these species are unlikely to occur in the urban setting of the project.

Many rodent species may occur in the project area. This group is very large, and species common in the project area include the deer mouse (*Peromyscus maniculatus*) and fox squirrel (*Sciurus niger*). Various mice, voles, and woodrats (*Neotoma* spp.) would also use the project area.

Reptile and amphibian species can also be present in the project area due to the presence of suitable habitat within the riparian areas of the corridor.

2.10.3 Next Steps

A field survey should be completed to identify any noxious weeds within the study area. Mitigation activities should be identified (as either a CDOT specification 217 or as a Noxious Weed Management Plan) prior to any construction activities occurring.

During the NEPA phase consideration should be given to limiting impacts to wildlife habitat along the riparian corridors and coordinate efforts of wildlife conservation during the design of the project.

2.1.1 Special Status Species

This section describes the special status species habitat and nesting migratory bird conditions of the study area. This section also includes resources identified from federal, state, and local agencies.

2.1.1.1 Regulatory

The Endangered Species Act (ESA), administered by the United States Fish and Wildlife Service (USFWS), provides protection to imperiled species and their habitats. Section 7 of the ESA requires federal agencies to consult with USFWS for projects that may affect a species listed under the ESA.

CPW also protects threatened and endangered and state sensitive species under Non-game and Endangered Species Conservation, Colorado Revised Statutes (CRS), Title 33, Article 2 (Non-game and Endangered Species Conservation, CRS 33 § 2).

The Migratory Bird Treaty Act (MBTA) of 1918 provides protection of birds classified as migratory birds by the USFWS. In Colorado, most birds, except for the European Starling (*Sturnus vulgaris*), House Sparrow (*Passer domesticus*), Rock Dove (*Columbia livia*) (Pigeon), and common grouse/pheasant species (Order Galliformes), are protected under the MBTA. The Migratory Bird Permit memorandum issued in April 2003 stipulates there is no prohibition against destruction of inactive nests. Additionally, any disturbance to these nesting areas must follow the stipulations outlined in the MBTA.

Bald and golden eagles also have specific protection under the Bald and Golden Eagle Protection Act (BGEPA) (16 USC 668-668c.), administered by USFWS, which provides additional protection to these species from intentional or unintentional harmful conduct.

2.1.1.2 Existing Conditions

Threatened and Endangered Species

A review of the USFWS Information, Planning, and Conservation (IPaC) System website resulted in a list of nine federally threatened or endangered species with the potential to be impacted activities in the study area (see **Table 4**). These species include: Canada lynx (*Lynx canadensis*), Preble's meadow jumping mouse (*Zapus hudsonius preblei*), Eastern black rail, (*Laterallus jamaicensis*), greenback cutthroat trout (*Oncorhynchus clarkia stomias*) and Ute ladies'-tresses (*Spiranthes diluvialis*) that may be found or have suitable habitat within Larimer County, as well as piping plover (*Charadrius melodus*), whooping crane (*Grus americana*), pallid sturgeon (*Scaphirhynchus albus*), and western prairie fringed orchid (*Platanthera praeclara*) that has a potential to be impacted by downstream depletions in the South Platte River basin (USFWS, 2021b).

Table 4. Threatened and Endangered Species

Common Name (Scientific Name)	Status	Habitat Description
Mammals		
Canada Lynx (<i>Lynx Canadensis</i>)	Endangered	Canada lynx is found in dense subalpine forest and willow-choked corridors along mountain streams and avalanche chutes.
Preble's Meadow Jumping Mouse (<i>Zapus hudsonius preblei</i>)	Threatened	Preble's meadow jumping mouse (PMJM) inhabits well-developed riparian habitat with adjacent, relatively undisturbed grassland communities and a nearby water source between 4,000 and 8,000 feet. PMJM has been found to regularly use uplands at least as far out as 100 meters beyond the 100-year floodplain.

Common Name (Scientific Name)	Status	Habitat Description
Birds		
Eastern Black Rail (<i>Laterallus jamaicensis</i>)	Threatened	Black rails rely most frequently on dense emergent marshes, including beaver ponds. In Colorado, birds use shallow wetlands often dominated by cattails.
Piping Plover † (<i>Charadrius melodus</i>)	Threatened	Mudflats, shorelines of reservoirs and lakes. Sandy open shorelines with pebbles. Habitat is located downstream of the project and is associated with the South Platte River.
Whooping Crane † (<i>Grus americana</i>)	Endangered	Mudflats near reservoirs and agricultural areas. Habitat is located downstream of the project and is associated with the South Platte River.
Fish		
Greenback Cutthroat Trout (<i>Oncorhynchus clarkia stomias</i>)	Threatened	This trout inhabits undisturbed headwaters at elevations of 7,000-11,000 ft in Rocky Mountain National Park and in one spring-fed pond at Fort Carson. It prefers clear, swift flowing mountain streams. Young and juvenile fish occupy shallow, more open habitat, while older fish prefer deeper water with more cover, particularly overhanging banks and vegetation.
Pallid Sturgeon † (<i>Scaphirhynchus albus</i>)	Endangered	The species requires turbid water, diverse habitat types, and flow rates afforded by large, free flowing rivers. Habitat is located downstream of the project and is associated with the South Platte River.
Plants		
Ute Ladies'-tresses (<i>Spiranthes diluvialis</i>)	Threatened	Known primarily from moist meadows associated with perennial stream terraces, gravel bars, high flow channels floodplains, and oxbows at elevations between 4,300 - 6,850 feet.
Western Prairie Fringed Orchid † (<i>Platanthera praeclara</i>)	Threatened	A perennial orchid of the tallgrass prairie and is found most often on unplowed, calcareous prairies and sedge meadows. Habitat is located downstream of the project and is associated with the South Platte River.

† Water-related activities/use in the South Platte River Basin may affect listed species in Nebraska.

Source: USFWS Species Profiles – ECOS, IPaC July 2021

Due to the urban nature of the corridor, only limited, narrow areas of habitat occur within the study area, which includes riparian areas and associated stream channels such as the Cache La Poudre River, Lake Canal, Larimer and Weld Canal, and Terry Lake Canal.

The study area is located within the CPW designated overall range of Preble's meadow jumping mouse (PMJM) (CPW, 2020). However, the study area lies outside of the occupied range for PMJM. PMJM inhabits well developed riparian habitat with adjacent, relatively undisturbed grassland communities, and a nearby water source. Well-developed riparian habitat includes a dense combination of grasses, forbs, and shrubs; a taller shrub and tree canopy may be present. The habitat along the Cache La Poudre River, Lake Canal, Larimer and Weld Canal, and Terry Lake Canal within the study area appears to be too narrow to support PMJM and the area along the creek does not consist of a well-developed riparian area, nor does it have a relatively undisturbed grassland community adjacent to it. The nearest PMJM positive trap result (USFWS, 2021c) is located over 6-miles northwest along the Cache La Poudre River near Watson Lake. Trap results within or near the study area were all negative (see **Figure 11**). It is not likely that PMJM would be found within the study area, therefore the project is likely to have *No Effect* on PMJM.

Legend

PMJM Trap Results

- Absent (Purple dot)
- Present (Orange dot)
- Stream (Blue line)
- PMJM Occupied Range (Red line)
- City of Fort Collins Boundary (Grey outline)
- Environmental Study Area (Red shaded area)

0 0.5 1 1.5 2 Miles

NORTH

No suitable habitat was identified within the study area for the Canada lynx during the desktop review. The study area is within a well-developed urban community and Canada lynx is found in dense subalpine forest and willow-choked corridors along mountain streams and avalanche chutes. It is not likely that a Canada lynx or its habitat would be found within the study area, therefore the project is likely to have No Effect on Canada lynx.

Greenback cutthroat trout generally inhabits clear, swift flowing mountain streams and is unlikely to be found in the streams and canals within the city of Fort Collins. Therefore, the project is likely to have No Effect on Greenback cutthroat trout.

Potential marginal habitat for the Eastern Black Rail and Ute ladies'-tresses orchid may exist along Lake Canal and possibly along Larimer and Weld Canal and Terry Lake Canal. The Eastern Black Rail typically uses shallow wetlands often dominated by cattails and Ute ladies'-tresses orchid can be found in moist meadows associated with perennial stream terraces, gravel bars, high flow channels floodplains, and oxbows. A survey of the entire study area would need to be conducted to determine the effect on the Eastern Black Rail and Ute ladies'-tresses orchid.

The threatened and endangered species listed by IPaC that are affected only by downstream depletions to the North Platte, South Platte, and Laramie River Basins are not anticipated to be affected by this project, as long as no downstream depletions to the South Platte River basin occur as a result of the project.

State Listed Sensitive Species

The Colorado Parks and Wildlife (CPW) Species Profile website and the Colorado Natural Heritage Program Spatial Data Layers were also reviewed to identify the latest information on special status species that may occur in the study area (see **Table 5**). These species include the federally listed species as well as the following: Black-tailed prairie dog (*Cynomys ludovicianus*), Northern leopard frog (*Rana pipiens*), and Townsend's big-eared bat (*Corynorhinus townsendii pallescens*), (CPW, 2021a; CNHP 2019).

Table 5. State Listed Sensitive Species in Addition to Federally Listed Threatened and Endangered Species

Common Name (Scientific Name)	Status	Habitat Description
Mammals		
Black-Tailed Prairie Dog (<i>Cynomys ludovicianus</i>)	State Special Concern	Black-tailed prairie dogs live on grassy plains or prairies in communities called "towns" which can vary greatly in size. Prairie dog habitats are traditionally dry, flat, sparsely vegetated grasslands.
Townsend's Big-Eared Bat (<i>Corynorhinus townsendii pallescens</i>)	State Special Concern	Townsend's big-eared bat is a western species occupying semidesert shrublands, pinyon-juniper woodlands, and open montane forests. Townsend's big-eared bat can be found throughout Colorado except on the eastern plains. Its distribution seems to be determined by availability of roosts, such as caves, mines, tunnels, crevices, and masonry structures with suitable temperatures, making the conservation of suitable roosts essential to the management of this species.
Amphibians		
Northern Leopard Frog (<i>Rana pipiens</i>)	State Special Concern	Northern leopard frogs prefer wet meadows and the banks and shallows of marshes, ponds, lakes, reservoirs, streams, and irrigation ditches. May roam far from water during wet, mild weather.

Source: CPW 2021a

While the vegetation and minimal undeveloped land in the study area does provide habitat for some species and potential wildlife movement corridors, there does not appear to be suitable habitat for any state listed species other than the Northern leopard frog. While there are aquatic resources within the study area that could potentially contain suitable habitat, no confirmed records of northern leopard frog populations could be found within or near the study area.

Migratory Birds

A ground survey was not conducted at this time to determine if any nests were located within the study corridor. However, reviewing aerial imagery, the study area contains suitable habitat that may provide opportunities for forage, roosts, and nesting to migrating birds, such as raptors and passerines. The CPW SAM data identified several species of birds that contain breeding ranges within the study area such as American Bittern (*Botaurus lentiginosus*), Brewer Sparrow (*Spizella breweri*), Brown-Capped Rosy Finch (*Leucosticte australis*), Cassin Sparrow (*Peucaea cassinii*), Grasshopper Sparrow (*Ammodramus savannarum*), Lark Bunting (*Calamospiza melanocorys*), Lazuli Bunting (*Passerina amoena*), Lewis Woodpecker (*Melanerpes lewis*), Long-billed Curlew (*Numenius americanus*), and Virginia Warbler (*Leiothlypis virginiae*). Raptors that contain breeding ranges that overlap the study area include Ferruginous Hawk (*Buteo regalis*), Northern Harrier (*Circus cyaneus*), Red-tailed Hawk (*Buteo jamaicensis*), and Swainson Hawk (*Buteo swainsoni*). The CPW Raptor Nest point data (CPW, 2020) also shows raptor nests near the study area (see **Figure 12**). The nearest raptor nest is located approximately 0.5 miles west of the study area near Magpie Meander Natural Area.

Bald and Golden Eagles

Bald Eagles (*Haliaeetus leucocephalus*) require mature trees near large, open bodies of water for nesting and winter roosting. No large water bodies are present in the study area of the project, but Terry Lake is located directly north. According to CPW SAM data (CPW, 2020b), there is a Bald Eagle winter foraging area found at the northern-most extent of the project near Terry Lake and the nearest known Bald Eagle nest is located approximately 1.0 mile to the northwest near Dry Creek and Terry Lake (see **Figure 12**).

The CPW SAM data also indicates that the study area is located in Golden Eagle breeding range. Golden Eagles (*Aquila chrysaetos*) generally nest on cliffs or escarpments. Large cliffs and escarpments are lacking in the area adjacent to the project. Therefore, potential nesting habitat for Golden Eagles is not present.

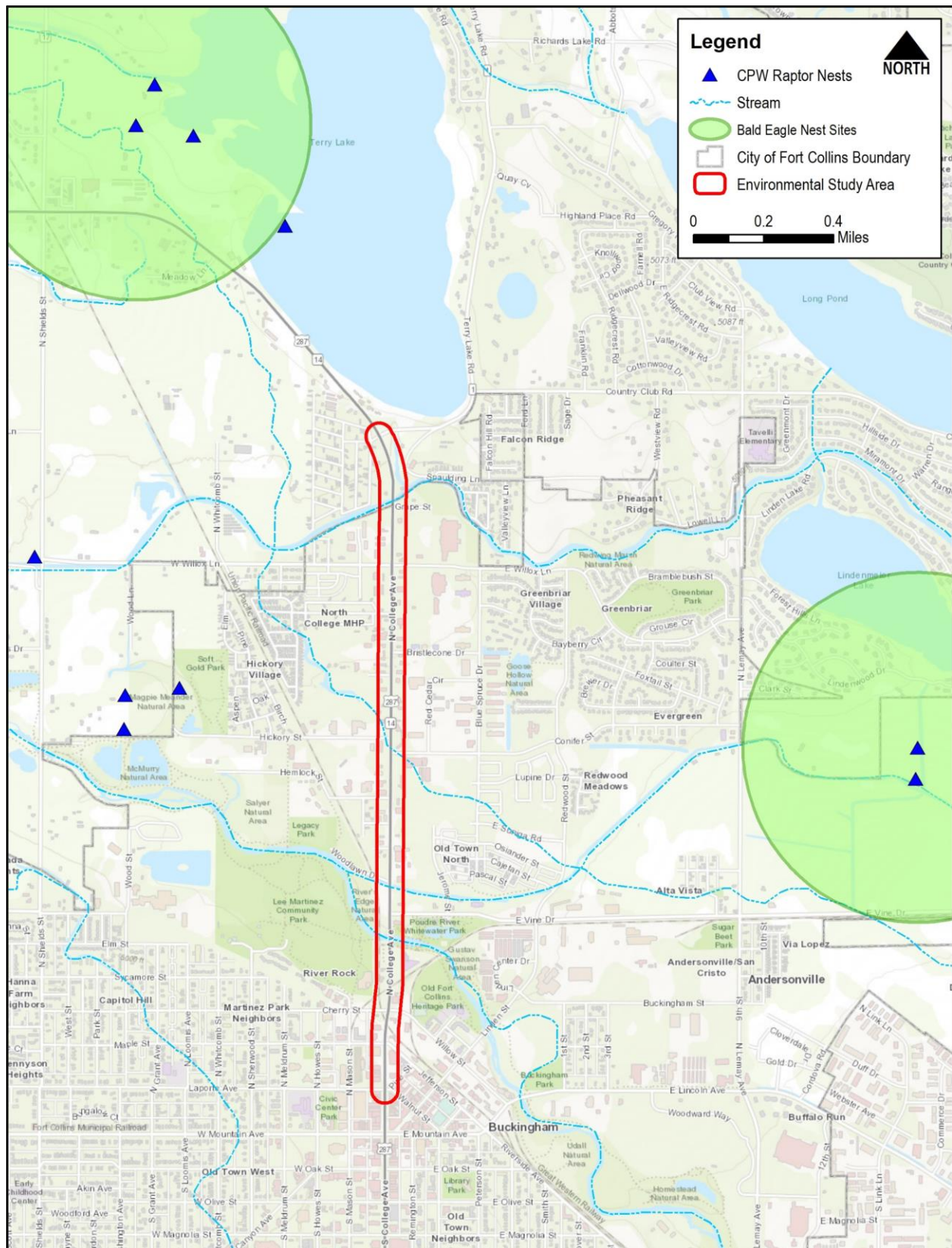
2.11.3 Next Steps

Due to the urban nature of the corridor, habitat is generally lacking for listed species within the environmental study area. A field survey should be conducted to determine if the study area contains suitable habitat for any federally listed threatened and endangered species or any state listed sensitive species.

From the desktop review analysis, it is likely the study area contains suitable habitat that may provide opportunities for forage, roosts, and nesting to migrating birds, such as raptors and passerines. A migratory bird survey should be completed during the next phase of the proposed project to determine if any migratory bird nests are within the study area.

Additional migratory bird and raptor nest surveys will be required if construction of the project occurs between April 1 and August 31 and should be conducted at least one week before construction activities begin. Construction activities around and near migratory bird nests should be based on CDOT's Project Special Specification 240, which follow CDOT's Standard Specifications for Road and Bridge Construction. If raptor nests are located within or adjacent to the study area, then coordination with CPW and USFWS must take place to identify potential impacts and mitigation. Mitigation would include using the CPW *Recommended Buffer Zones and Seasonal Restrictions for Nesting Raptors*.

Figure 12. Raptor Nests



3.0 SUMMARY

This environmental review was prepared to evaluate the presence of environmental resources within the environmental study area. The primary objective of this environmental review is to provide a planning-level overview of resources and determine the potential constraints and opportunities for the North College Bus Rapid Transit and Transit Oriented Development Plan. The information provided in this report is intended to support the selection of alternatives. As defined below, there are three classes of action that may be initiated to comply with NEPA.

- An Environmental Impact Statement (EIS) is prepared for projects where it is known that the action will have a significant effect on the environment.
- An Environmental Assessment (EA) is prepared for actions in which the significance of the environmental impact is not clearly established. Should environmental analysis and interagency review during the EA process find a project to have no significant impacts on the quality of the environment, a Finding of No Significant Impact (FONSI) is issued.
- Categorical Exclusions (CEs) are issued for actions that do not individually or cumulatively have a significant effect on the environment.

The environmental setting and intensity of the impact on a particular resource are two considerations when determining the significance of impact. For this project, it seems unlikely to have any significant impacts on the environment at this time. The NEPA process will clarify the significance of the project's effects on the environment and the level of documentation will be determined during the NEPA process.

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Appendix C

Alternatives Analysis Report

NORTH COLLEGE MAX BRT

ALTERNATIVES ANALYSIS REPORT

SEPTEMBER 2022



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APPENDICES

Appendix A - Summary of North College Avenue Onboard Questionnaire

OVERVIEW

This report outlines the alternatives that were developed for operating MAX style bus rapid transit (BRT) service on North College Avenue including route and stop alignment, bus turnaround options, and roadway cross-sections. In addition to transit service, this report includes recommendations and considerations for other types of improvements that are complimentary to the transit service such as mobility hubs, pedestrian and bicycle access, and open space. Alternatives were developed using available transportation data, community input from Phase 1 of the project, and collaboration with city staff.

MAX ROUTE ALTERNATIVES

POTENTIAL ROUTE ALTERNATIVES ANALYSIS

Four route alignment/turnaround alternatives were analyzed in depth and are detailed in this section. All four alternatives include MAX service on the North College Corridor, and one alternative includes MAX service on Blue Spruce Drive, where there is a collection of social services as well as potential sites for future development. An alternative for MAX service turning around in the entrance to the Poudre Valley Mobile Home Park was not considered in this analysis because that scenario would cause at least twice as many buses, and larger articulated buses, to enter the mobile home park than currently do today. Public outreach indicated increasing the number of buses turning around in the mobile home park was not desirable for residents.

For all of these alternatives, local service could continue to serve Blue Spruce Drive and Linden Street as it does today, or a new alignment could be created to provide new local bus connections to and from the North College Avenue area. These potential future connections will be detailed at the end of this section following the different MAX route alignment alternatives.

SERVICE CHARACTERISTICS SHARED BY ALL FOUR ALTERNATIVES

MAX service in all four scenarios would operate at 15-minute headways during the day and 30-minute headways during evenings and Sundays. The local route (route 8) would operate at 30-minute headways. Larger 60-foot articulated buses are envisioned for MAX on North College Avenue route and standard 40-foot buses would be operated on the realigned Route 8.

These service characteristics are shown in **Table 1**.

Table 1: MAX Service Characteristics Shared by All Route Alternatives

Service Characteristics	MAX on North College
<i>Days of Service</i>	7 days per week, 365 days/year
<i>Span of Service</i>	6:15 AM – 11:00 PM, Monday – Saturday 6:15 AM – 7:00 PM, Sundays
<i>Frequency</i>	Every 15 minutes: M-Sa 6:15 AM – 7:00 PM Every 30 minutes: Evenings and Sundays
<i>Vehicle Requirements</i>	1-2 MAX 60' BRT buses
<i>Operating Costs (compared to existing Routes 8 and 81)</i>	50 – 100% more

There are currently two reverse circulator routes on North College Avenue and Blue Spruce Drive: Route 8 (counterclockwise) and Route 81 (clockwise). Each route runs at 30-minute frequency, creating 15-minute effective frequency on each corridor. However, this 15-minute effective frequency can be

misleading because it can require some passengers to travel significantly out of direction to take advantage of this frequency.

The proposed service characteristics take two routes running at 30-minute frequency and turn them into one route running at 15-minute frequency (MAX on North College Avenue) and a second route running at 30-minute frequency (Route 8); Route 81 would be eliminated. On North College Avenue the vehicle requirements would be up to 100 percent of what is required under today's operations and the operating costs would be 50 to 100 percent of today's operating costs, depending on the alternative and the turnaround location.

All potential route alignments would have the following advantages and disadvantages over the existing local Routes 8 and 81:

Advantages	Disadvantages
<ul style="list-style-type: none"> Creates frequent (15-minute) BRT service level on North College Avenue. Supports North College Avenue land use development. Allows MAX on Mason Street buses to be interchangeable with North College Avenue MAX route, creating opportunity for MAX on Mason Street to be extended with a single seat ride to North College Avenue. Potential for a realignment of Route 8 to serve different destinations like the Walmart and Home Depot on Lemay Avenue. 	<ul style="list-style-type: none"> Requires up to two 60' MAX BRT-style buses on North College, and 1-2 standard 40' buses for Blue Spruce Drive. May take existing riders time to understand and feel comfortable with the new service and route alignment.

Bus Stop and Infrastructure Considerations

For Route 8 the existing bus stops and associated passenger amenities would be utilized. Bus stops and shelters served by Route 8 could be improved incrementally over time.

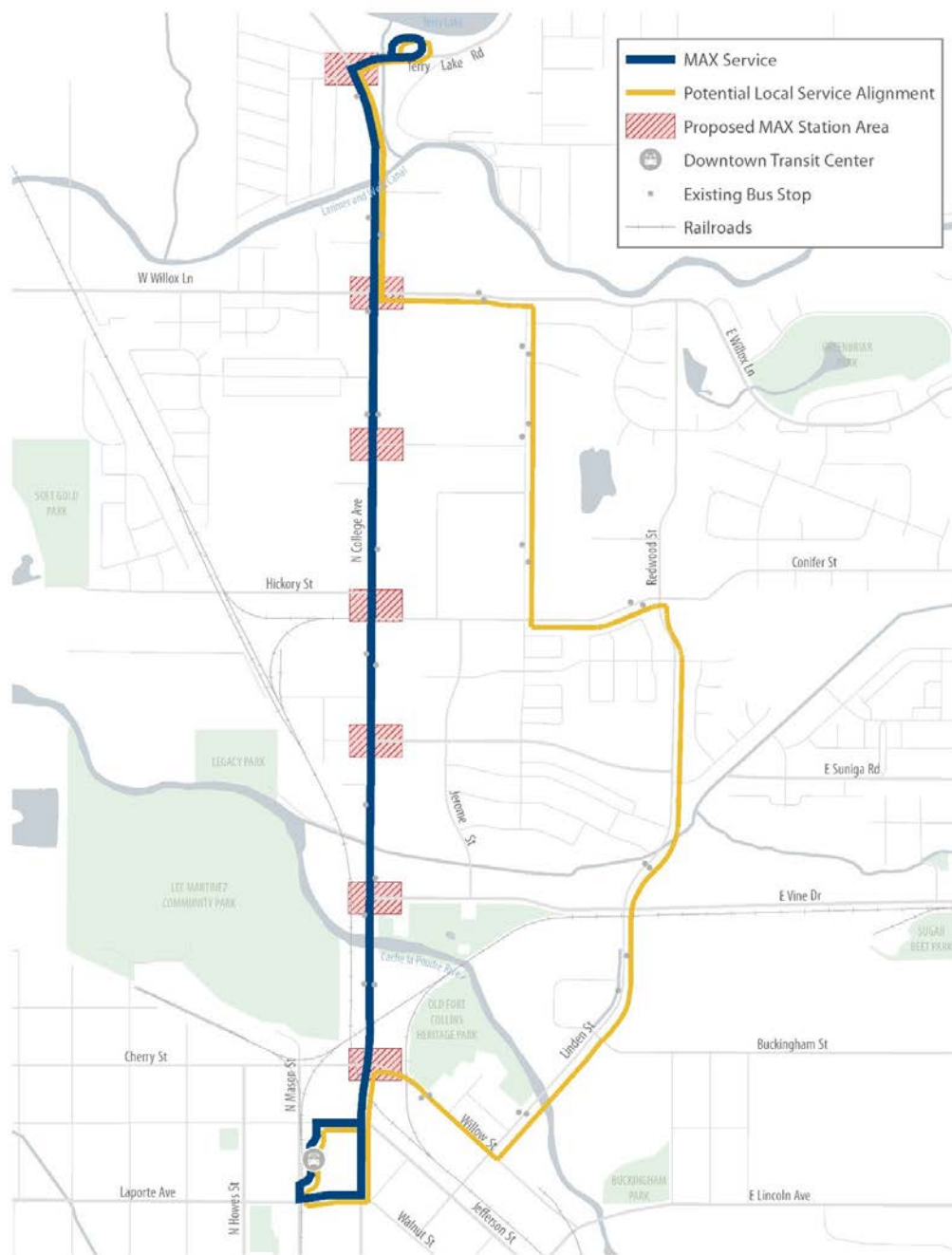
For MAX on North College the existing bus stops and associated passenger amenities could initially be used but should be improved over time to include:

- Reduce number of overall stops by combining stops into single bus stop pairs in a few locations. (See route alternative maps for proposed locations of consolidated bus stops for MAX service.)
- Develop bus shelters with transit kiosks with real-time bus location digital signage for all stops.
- Add additional facilities to MAX stops to create mobility hubs at each stop to improve first and last mile options.

MAX ALTERNATIVE 1 – MAX ON NORTH COLLEGE ONLY WITH TURNAROUND SOUTH OF TERRY LAKE

Under this alternative MAX BRT would operate on a linear route along North College Avenue only from the DTC to a new turnaround south of Terry Lake as shown in **Figure 1**. This route alignment would have a likely runtime of about 16 minutes per round trip for MAX. Under this alternative the local Route 8 would also turn around at Terry Lake Dam and would continue to serve Blue Spruce Drive similar to current conditions.

Figure 1: Map of Alternative 1 - MAX on North College with Turnaround at Terry Lake Dam



Assessment

A high-level assessment of this alternative is shown below.

Advantages	Disadvantages
<ul style="list-style-type: none">• Allows for a transit stop to be located close to the Poudre Valley Mobile Home Park.• Straightforward route makes it easier for passengers to use.	<ul style="list-style-type: none">• More expensive than other feasible alternatives.• Requires partnership with Larimer County and private landowners.• Prioritizes serving demand on North College rather than transit ridership who ride the bus to access the service providers on Blue Spruce.• May require signalization of turnaround access point which may not be feasible.

MAX ALTERNATIVE 2 – MAX ON NORTH COLLEGE WITH TURNAROUND ON INTERNAL KING SOOPERS ROADWAYS

Under this alternative, MAX BRT would operate on a linear route along North College Avenue from the DTC to a new turnaround on King Soopers' internal roadways (which are currently used for trucks accessing the store), as shown in **Figure 2**. Route 8 would connect to the Poudre Valley Mobile Home Park, while the MAX route would not.

This alternative would likely have a run time of about 15 minutes per round trip for MAX.

Figure 2: Map of Alternative 2 - MAX on North College with Turnaround on King Soopers Internal Roadway



Assessment

A high-level assessment of this alternative is shown below.

Advantages	Disadvantages
<ul style="list-style-type: none"> • Allows for a transit stop to be located just south (within a ¼ mile) of the Poudre Valley Mobile Home Park. • Does not require the construction of a separate turnaround facility. • Would allow for an opportunity for a shared parking agreement with King Soopers or old Albertson's lot. 	<ul style="list-style-type: none"> • Requires partnership with King Soopers. • May require City of Fort Collins taking over ownership or at least maintenance of internal King Soopers streets. • Prioritizes serving demand on North College rather than transit ridership who ride the bus to access the service providers on Blue Spruce. • Loop around King Soopers may make riding transit less intuitive or appealing for riders.

MAX ALTERNATIVE 3 – MAX ON NORTH COLLEGE WITH TURNAROUND AT EXISTING ROUNDABOUT ON WILLOX LANE

Under this alternative, MAX BRT would operate on a linear route along North College Avenue only from the DTC to the existing Willox Street roundabout which buses would use to turn around (which are currently used for trucks accessing the store) as shown in **Figure 3**. Route 8 would connect to the Poudre Valley Mobile Home Park, while the MAX route would not. This analysis confirmed that the roundabout has a sufficient turning radius for the articulated MAX buses to use it as a turnaround. Since Routes 8 and 81 already use the roundabout, as well as heavy vehicles accessing the adjacent businesses, the roundabout is already designed to accommodate frequent heavy vehicle traffic.

This alternative would likely have a run time of about 12 minutes per round trip for MAX.

Figure 3: Map of Alternative 3 – MAX on North College with Turnaround at the Roundabout on Willox Lane



Assessment

A high-level assessment of this alternative is shown below.

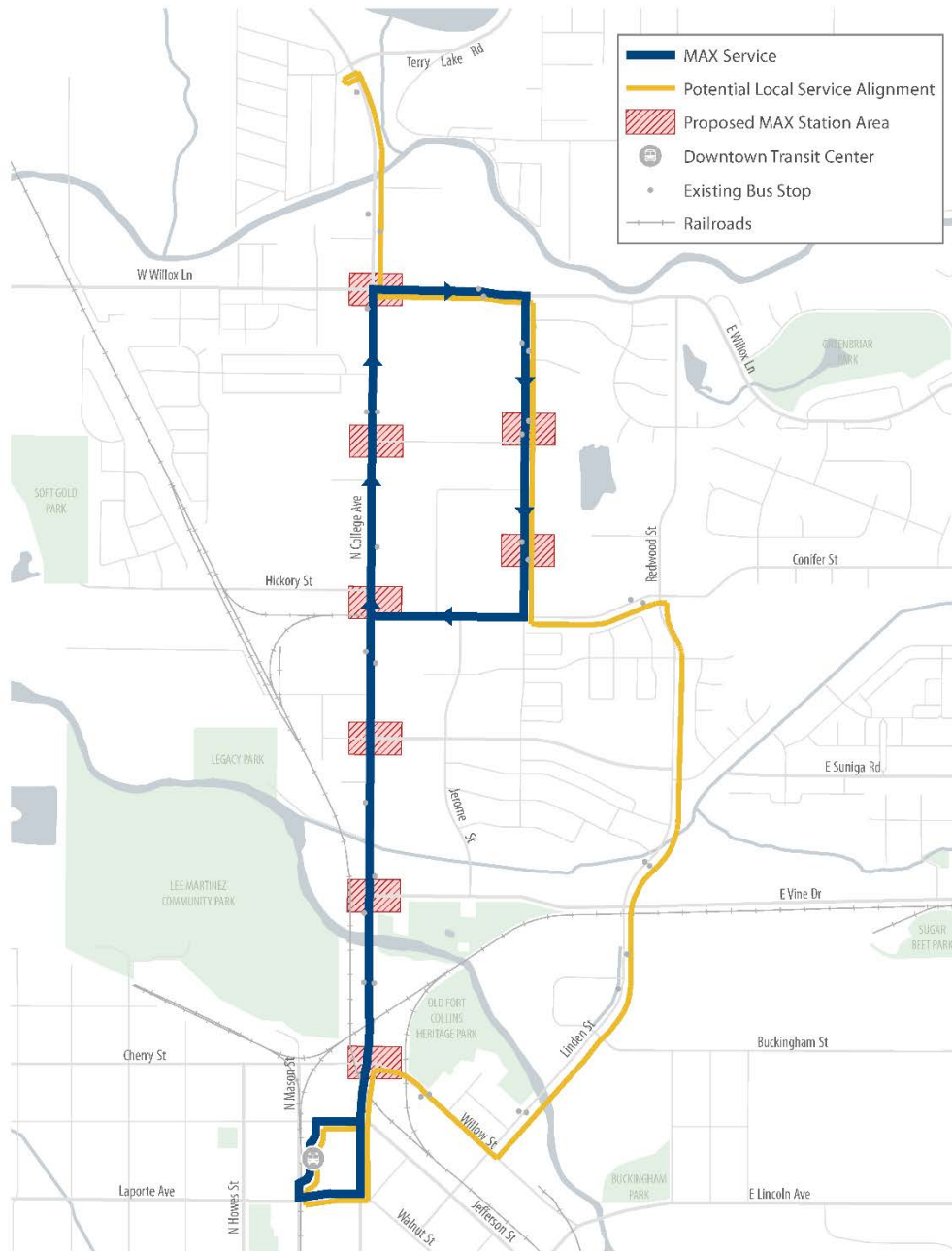
Advantages	Disadvantages
<ul style="list-style-type: none">• Straightforward route makes it easier for passengers to use.• Does not require the construction of a separate turnaround facility.• Would allow for an opportunity for a shared parking agreement with King Soopers or old Albertson's lot.• Existing turning radius of roundabout can accommodate articulated buses.	<ul style="list-style-type: none">• Closest MAX stop would be about ½ mile away from Poudre Valley Mobile Home Park.• Prioritizes serving demand on North College rather than transit ridership who ride the bus to access the service providers on Blue Spruce.

MAX ALTERNATIVE 4 – MAX ON NORTH COLLEGE AND BLUE SPRUCE DRIVE

Under this alternative, MAX BRT would operate up North College Avenue from the DTC and then would follow a loop around Willow, Blue Spruce Drive, and Conifer Street, as shown in **Figure 4**. The loop section of the MAX BRT route could be operated either direction or could be bidirectional with buses alternating directions on the loop with every other trip. Route 8 would connect to the Poudre Valley Mobile Home Park, while the MAX route would not.

This alternative would likely have a run time of about 16 minutes per round trip for MAX.

Figure 4: Map of Alternative 3 for MAX on North College and Blue Spruce



Assessment

A high-level assessment of this alternative is shown below.

Advantages	Disadvantages
<ul style="list-style-type: none"> Does not require the construction of a separate turnaround facility. Would allow for an opportunity for a shared parking agreement with King Soopers or old Albertson's lot. Balances support for North College Avenue land use development while improving Blue Spruce Avenue connectivity to downtown. 	<ul style="list-style-type: none"> Closest MAX stop would be about ½ mile away from Poudre Valley Mobile Home Park. Is duplicative and inefficient to provide both a MAX BRT route and a local route on Blue Spruce Drive. Likely would require bus stop improvements along Blue Spruce Drive. May result in much lower ridership for Route 8 since high ridership on Blue Spruce Drive may switch to MAX.

ROUTE ALIGNMENT ALTERNATIVES SUMMARY

Table 2 displays a summary matrix of the different route alignment alternatives comparing their ranking in relative favorability for different criteria. Green squares indicate favorable, yellow squares indicate somewhat favorable, and red squares indicate unfavorable. The criteria are:

- Benefits existing ridership – describes the extent to which an alternative prioritizes service frequency on Blue Spruce Avenue, proximate to existing social service providers.
- Benefits future demand – describes the extent to which an alternative prioritizes service frequency on North College Avenue, where future growth in population and employment is expected.
- Serves extent of North College corridor – describes whether an alternative serves the Poudre Valley Mobile Home park or not.
- Requires external partnerships – green squares indicate that no external partnerships are required; red squares indicate that partnerships with Larimer County, other agencies, or private property/business owners are required.
- Additional infrastructure requirements and associated costs – describes whether the route alternative can be operated on existing city street infrastructure, or if additional off-street infrastructure is necessary.
- Ease of use and convenience to riders – describes how intuitive a service is; point-to-point services fare better than services with loops.

Table 2: Evaluation Criteria Rubric for Route Alignment Alternatives

Route Alternatives	Benefits Existing Ridership	Benefits Future Demand	Serves Extent of North College Corridor	Requires External Partnerships	Additional Infrastructure Requirements and Associated Costs	Ease of Use and Convenience to Riders
Terry Lake Turnaround						
King Soopers Turnaround						
Willox Street Roundabout Turnaround						
Blue Spruce Turnaround						

ELIMINATED ALTERNATIVES

Several MAX service route alignments were considered in the alternatives analysis. Through further investigation and conversations with staff some of the alternatives were eliminated earlier on in the evaluation process. The following sections lists the alternatives that were eliminated and the reasons why they were determined to be undesirable or unfeasible.

MAX SERVICE ON EXISTING ALIGNMENT OF LOCAL ROUTES 8 & 81

Reasons for elimination of alternative:

- Requires up to four 60' MAX BRT-style buses to serve both routes with 15-minute peak frequency.
- Does not expand access to new destinations.
- Same circuitous routing as today to access destinations on Blue Spruce Drive.
- Duplicative and inefficient to provide BRT service on two adjacent and parallel corridors connecting same major points.
- Introduces 60-foot buses to streets, intersections, and turns that may be operationally challenging.
- Puts more, larger buses into the Poudre Valley Mobile Home Park, unless land south of Terry Lake is made available for a turnaround.
- For certain segments of existing routes, represents unnecessarily high level of service

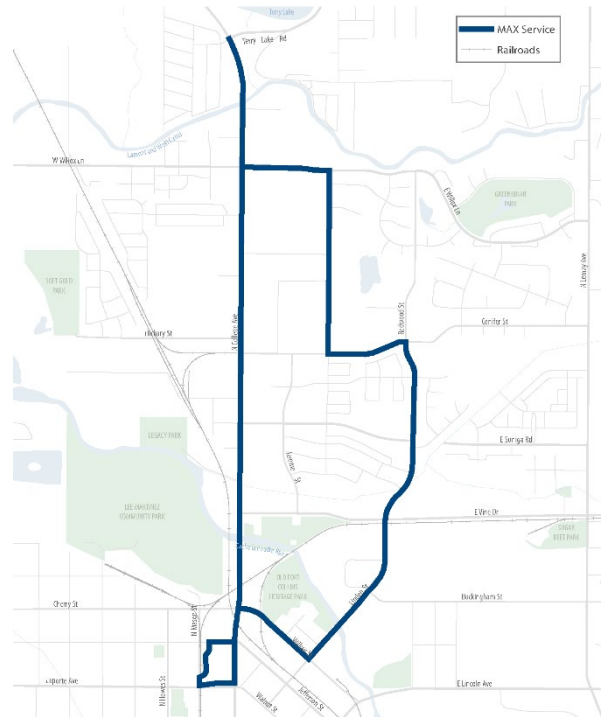


Figure 5: Map of MAX Service on Existing Route 8 & 81 Alignment

MAX TURNAROUND AT CANAL CROSSING & SPAULDING LANE

Reasons for elimination of alternative:

- Very expensive to build a new crossing over the canal.
- Would likely require a signal at Spaulding Lane and Terry Lake Road which would be expensive and may not align with CDOT's vision for State Highway 1 (Terry Lake Road).
- Would likely require right-of-way acquisition.



Figure 6: Map of MAX Turnaround at Canal Crossing & Spaulding Lane

MAX TURNAROUND AT A NEW TERRY LAKE ROAD & NORTH COLLEGE ROUNDABOUT

Reasons for elimination:

- Building a new roundabout is expensive and may not be favorable to the public.
- Would require acquisition of additional right-of-way.
- This intersection was recently rebuilt and would require a full rebuild to create a roundabout for a turnaround point.

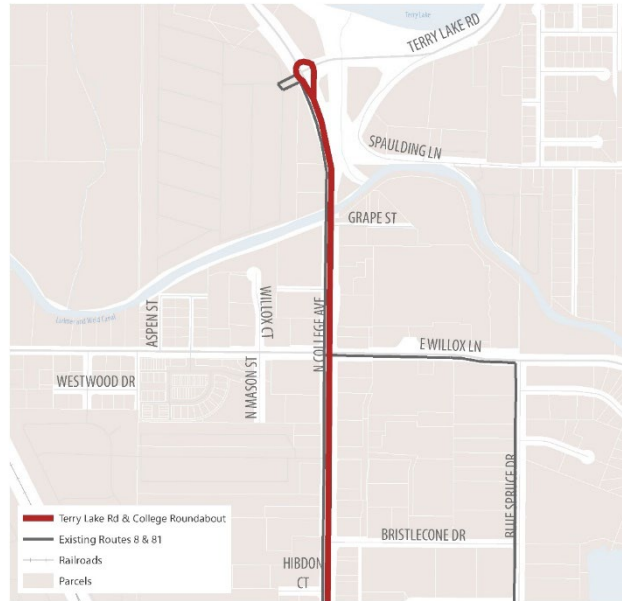


Figure 7: Map of MAX Turnaround at a New North College & Terry Lake Road Roundabout

MAX TURNAROUND AT US 287 & US 287 BYPASS ROUNDABOUT

Reason for elimination:

Would add almost four miles to the round trip of the bus with very little ridership gain for the additional miles.

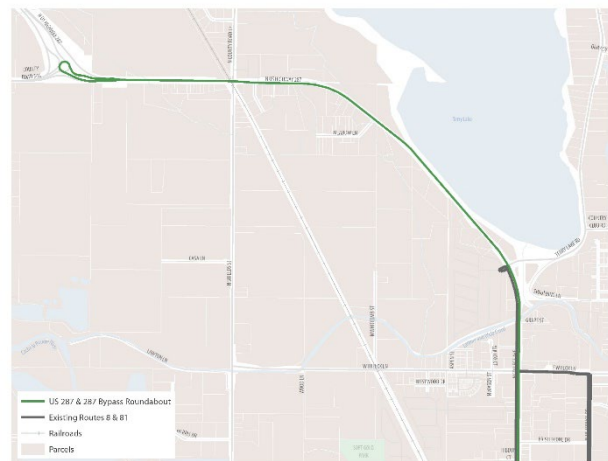


Figure 8: Map of MAX Turnaround at US 287 & 287 Bypass Roundabout

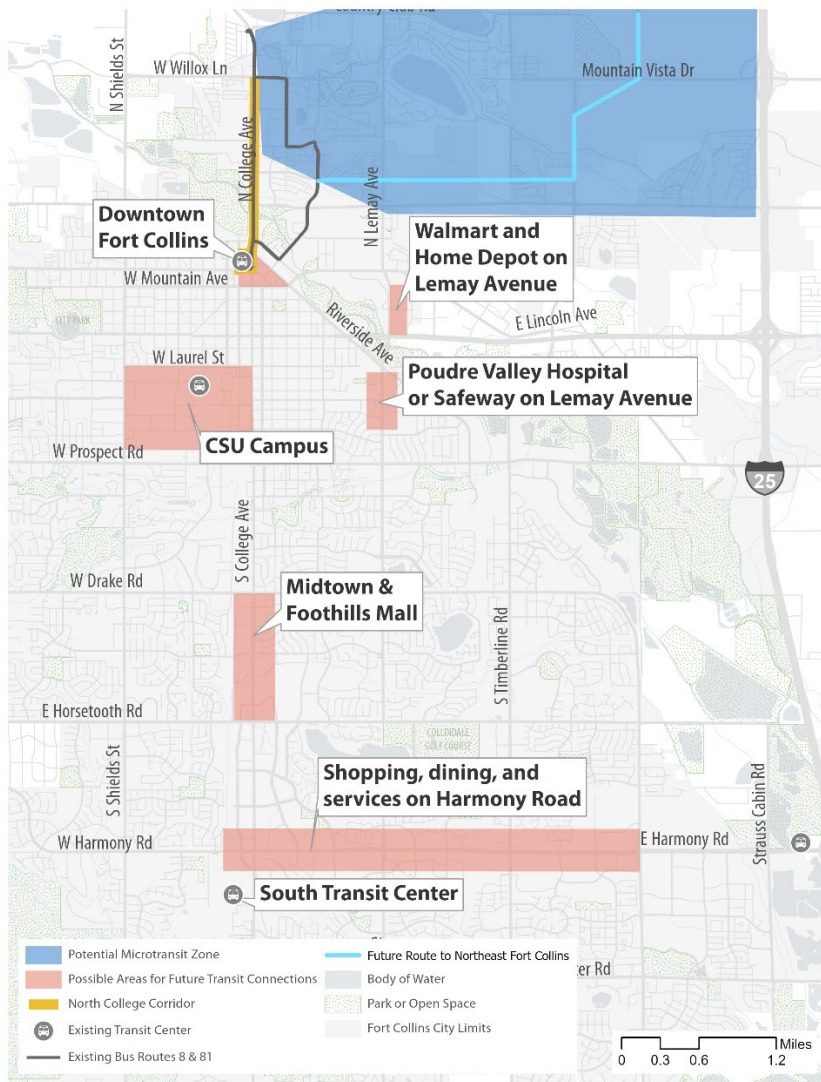
POSSIBLE FUTURE CONNECTIONS

Independent of which MAX alternative is chosen for the North College Corridor, there is an opportunity to create new and improved transit connections to the area from other parts of the city. Below is a list of possible future connections that could be made with any of the MAX alternative alignments mentioned above:

- Microtransit connection from North College Avenue to northeast Fort Collins
- Local bus connection to Walmart and Home Depot on Lemay Avenue
- Single seat MAX ride (no transfer required) from North College Avenue to:
 - CSU Campus
 - Midtown & Foothills Mall
 - Shopping, dining, and services on Harmony Road

Figure 9 displays a map of the locations of these potential connections.

Figure 9: Map of Potential Future Transit Connections to the North College Corridor



PREFERRED ROUTE ALIGNMENT

NEAR TERM ALIGNMENT

The preferred MAX service route alignment for North College Avenue is for the Willox Street roundabout to be used in the short-term as the turnaround for a new MAX service. This alternative was chosen because it could be implemented immediately with no additional infrastructure or external partnerships needed for the turnaround location. This alternative also still allows local service to directly connect to the Poudre Valley Mobile Home Park and provides MAX service within a half mile of the vehicle entrance to the mobile home park, and within a quarter mile of the south end of the mobile home park which has an unofficial pedestrian entrance used by residents to access the neighborhood.

Additionally, this alternative creates a straightforward and intuitive route that goes both north and south on North College and does not make any additional loops. This configuration of the route can help with route efficiency as well as rider comfort and confidence using the service.

The drawbacks of this alternative are that they do not provide MAX level service directly to the Poudre Valley Mobile Home Park or the social services on Blue Spruce Drive and Redwood Street. However, local service can still be provided to these locations and the efficiency of a local route on that corridor will be improved because it will not need to make a loop on North College Avenue. Local service could even be extended to new connections like the Home Depot and Walmart on Lemay Avenue. This alternative allows for both MAX and local bus service to operate without being redundant.

POTENTIAL FUTURE PHASE OF ROUTE ALIGNMENT

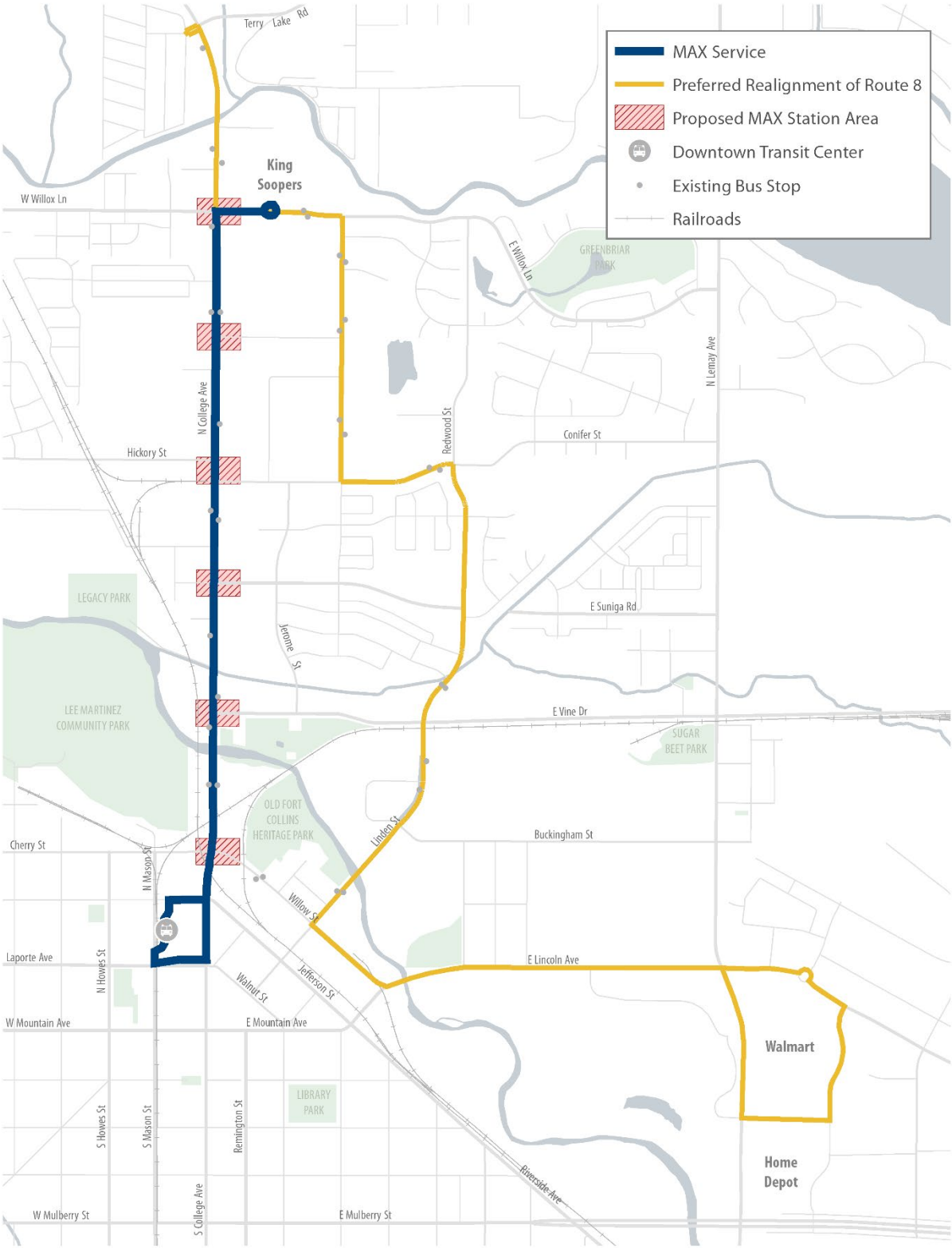
It is recommended that the turnaround south of Terry Lake continue to be investigated as an option for a future phase of MAX service on North College Avenue. There will be a considerable cost to the study and construction of this turnaround, as well as partnership with the landowner, which makes it a less desirable alternative in the short-term. However, as a long-term goal, this turn around would be able to provide MAX service closer to the Poudre Valley Mobile Home Park and other residences in the area north of Willox Street. This turnaround would also be available for use by local buses to eliminate buses turning around inside of the mobile home park, as they currently do today.

PUBLIC INPUT ON REALIGNMENT OF ROUTE 8

Public input, including responses from an on-board questionnaire of existing riders (see **Appendix A**), indicated a support for a realigned Route 8 to connect to the Walmart and Home Depot shopping centers on Lemay Avenue north of Mulberry Street. This realignment would allow riders to move between destinations like the Kings Soopers, social service providers on Blue Spruce Drive and Linden Street, and the Home Depot and Walmart without needing to transfer. This new Route 8 would also allow people to connect to Route 5 easily and access Lemay Avenue south of Riverside Avenue. MAX service on North College Avenue would continue to provide a connection from the corridor into Downtown Fort Collins.

Figure 10 displays a map of the preferred alignment for MAX service and Route 8 local service.

Figure 10: Preferred Alternative Route Alignments for MAX and Route 8



CORRIDOR CROSS SECTION ALTERNATIVES

In addition to the alignment of future MAX and local bus service in the study area, this alternatives analysis also considered potential cross sections for North College Avenue and their effects on transit efficiency, bicycle and pedestrian comfort, and vehicle operations. This section describes different cross section alternatives and compares them across a series of evaluation criteria. The cross sections considered in this analysis compared different options for BRT travel lanes and bicycle and pedestrian infrastructure. This section includes illustrations of the following cross section types:

- **Existing Typical Cross Section**

Although the cross section varies throughout the corridor, this typical cross section is one that is common throughout the corridor.

- **Corridor Based BRT**

In all of the corridor-based BRT cross sections, buses use general purpose travel lanes (sharing lanes with other vehicles) along the midblock sections of the corridor.

At intersections the following options exist:

- Buses continue to use general purpose travel lanes through the intersection.
- Buses are able to use queue jump lanes to get ahead of private vehicle traffic queueing at intersections.

Both of the above options allow for either:

- Raised curb-protected bike lanes separate from an 8-foot sidewalk.
- A multi-use path.

- **Business Access Transit Lanes**

Business Access Transit (BAT) lanes are exclusive lanes for buses which vehicles can use only for making right turns at intersections or turning into driveways. With the inclusion of BAT lanes there is not enough right-of-way to include a separate bike lane, but there are a few ways the existing sidewalk could be widened to accommodate a multiuse path.

EXISTING TYPICAL CROSS SECTION

The potential cross sections evaluated in this section are compared to a typical cross section of the North College Avenue corridor (**Figure 11** and **Figure 12**). The actual cross section of the corridor varies and alterations to the proposed cross sections or additional right-of-way may be necessary to implement a preferred future cross section.

Figure 11: Typical Existing Cross Section at Intersections

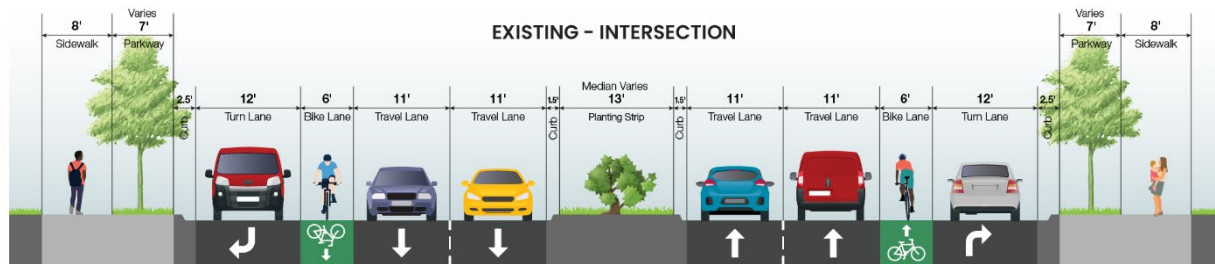
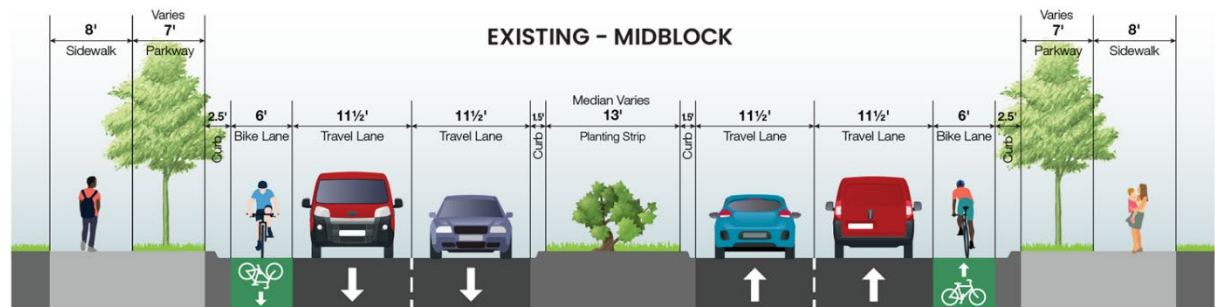


Figure 12: Typical Existing Cross Section Midblock



CORRIDOR BASED BRT

In all of the corridor-based BRT cross-sections buses use the general purpose travel lanes along the corridor. **Figure 13 - Figure 16** display illustrations of the various cross sections that could be achieved with a corridor-based BRT.

INTERSECTIONS

The corridor-based BRT cross section can either include, or not include, queue jump lanes at intersections. **Figure 13** displays the cross section without queue jump lane and **Figure 14** displays a cross section with queue jump lanes. The creation of queue jump lanes would require the widening of receiving legs of the intersection to accommodate the receiving lane for the buses.

Figure 13: Corridor-based BRT at Intersections (No Queue Jump Lanes)

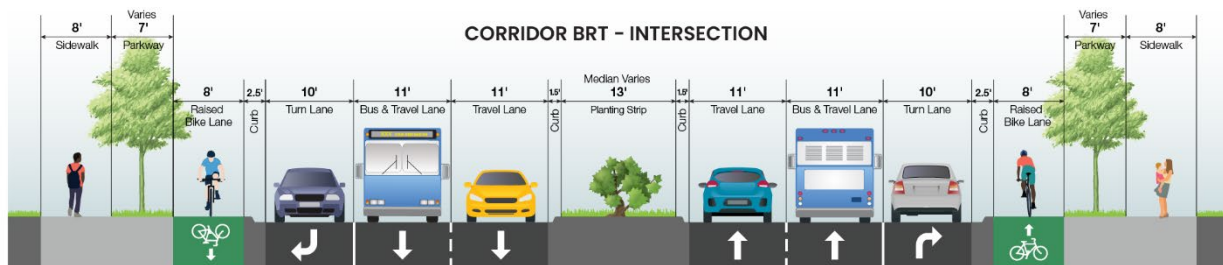
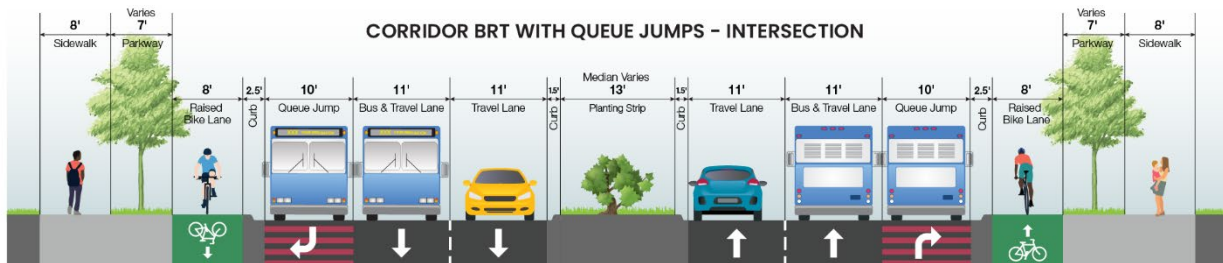


Figure 14: Corridor-based BRT at Intersections (with Queue Jump Lanes)



MIDBLOCK

The corridor based BRT cross section can either accommodate people biking with a curb protected bike lane adjacent to the vehicle travel lanes (**Figure 15**) or a shared-use path separated from the travel lanes by a landscaped buffer (**Figure 16**). Both of these options for accommodating people biking would require moving the existing curb and gutter. Both of these cross sections could be implemented with or without queue jump lanes at intersections.

Figure 15: Corridor-based BRT Midblock (with Bike Lanes)

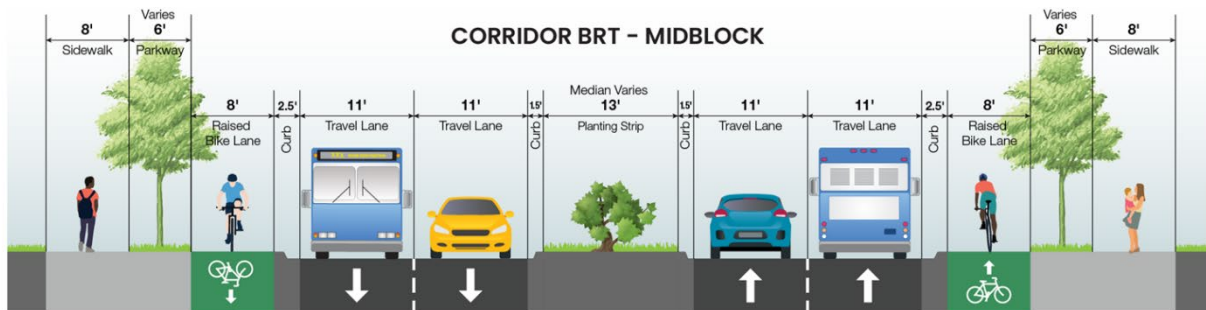
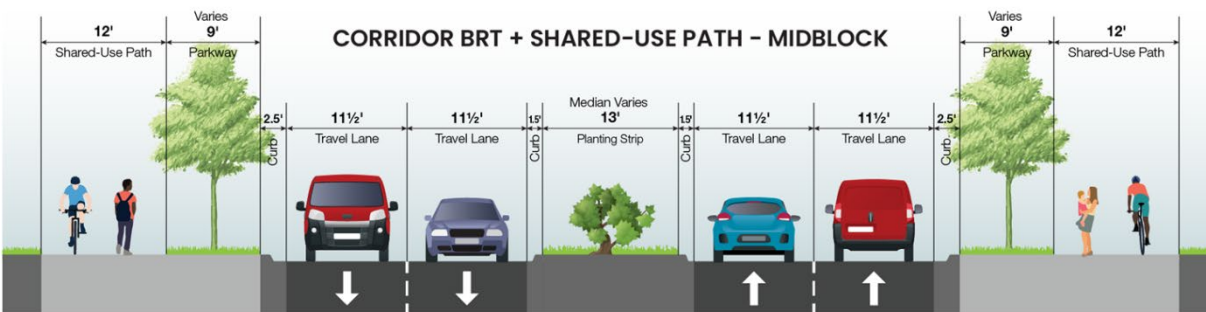


Figure 16: Corridor-based BRT Midblock (with a Shared-use Path)



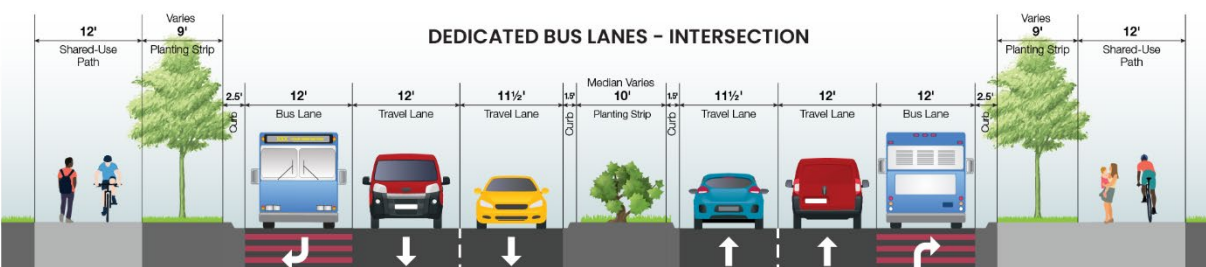
BUSINESS ACCESS TRANSIT (BAT) LANES

Business Access Transit (BAT) lanes are lanes which buses travel in and vehicles can use only for making right turns at intersections or turning into business access midblock. The creation of these BAT lanes can use the existing curb-to-curb width of the street (with the existing median width reduced).

INTERSECTIONS

The BAT lanes cross section at intersections is displayed in **Figure 17**.

Figure 17: Business Access Transit Lanes Cross Section at Intersections



MIDBLOCK

The construction of BRT lanes would not allow for a raised bicycle lane. Instead, a multi-use path (at least 10-feet wide) would be constructed along the length of the corridor to provide a high-comfort

facility for people walking and riding bicycles. There are two options for accommodating this multi-use path, either the existing landscaped buffer can be reduced allowing for a 10-foot shared use path (

Figure 18) or the existing sidewalk could be widened behind the back of walk to allow for both a shared-use path and the existing width of landscaped buffer (**Figure 19**). The first option could be achieved in existing right-of-way while the second would require acquiring additional right-of-way from adjacent properties.

Figure 18: BAT Lanes Midblock (Reduced Landscaped Buffer)

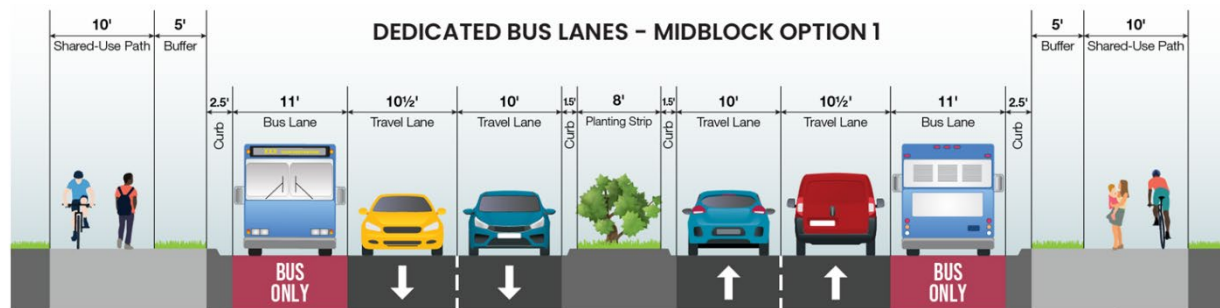
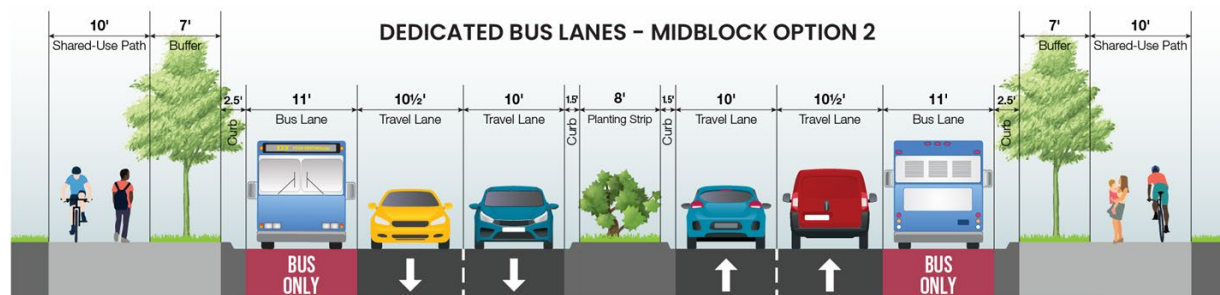


Figure 19: BAT Lanes Midblock (Sidewalk Widened Behind Back-of-Walk)



CROSS SECTION EVALUATION AND COMPARISON

All the potential cross section elements detailed above were evaluated and compared to each other based on the following criteria:

- Capital Costs
- Additional Right-of-way Needs
- Potential Maintenance Costs and Considerations
- Bus Travel Time Efficiency
- Safety and Comfort of People Walking
- Safety and Comfort of People Bicycling
- Vehicle Travel Time Efficiency

CAPITAL COSTS

The North College corridor from Terry Lake Road to Cherry Street/Willow Street is about 1.6 miles long. One option is for cross section improvements to be applied along the length of the corridor all at once. Alternatively, bicycle and pedestrian improvements could be focused on improving parallel corridors on Mason Street and Blue Spruce Drive (see **Figure 20**) and prioritizing improvements to select pieces of North College Avenue where there are gaps in the parallel corridors. The remainder of the corridor could be reconstructed to the recommended cross section as redevelopment occurs.

Figure 20: Parallel Bicycle & Pedestrian Corridors with Priority Segments of North College for Improvement

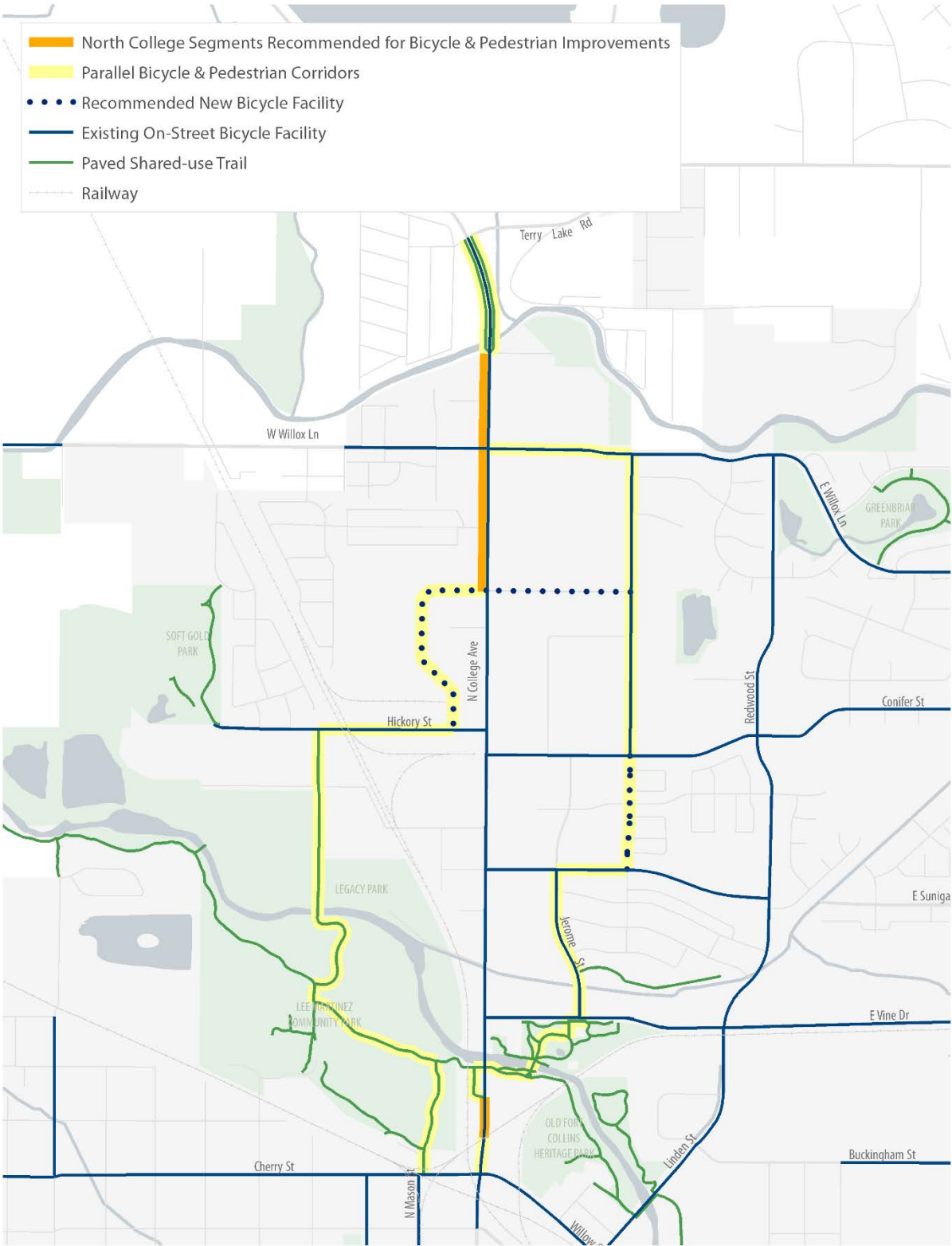


Table 3 displays high level cost elements for the construction of the major infrastructure elements in the possible cross sections, one column displays the cost of applying a treatment to the length of the corridor, and the last column displays the cost of improving only the select segments of North College identified in **Figure 20**.

Table 3: High Level Cost Estimates for Construction of Cross Section Elements

Cross Sections where Improvement Applies	Infrastructure Improvement	Cost for Treatment on Entire Corridor (1.6 miles)	Cost for Select Sections of Corridor (0.5 mile, on one side of the street for the northern section)
Corridor-based BRT	Construction of Curb-protected Bike Lane.	\$5.0 Million (Treatment excludes possibility of BAT lanes)	\$900,000 (Treatment excludes possibility of BAT lanes)
Corridor-based BRT <u>or</u> BAT Lanes	Widening shared-use path into existing landscape buffer/tree lawn.	\$4.5 Million	\$800,000
	Shifting curb to edge of outside travel lane and widening of sidewalks and landscaped buffer.	\$8.2 Million (Treatment excludes possibility of BAT lanes)	\$1.5 Million (Treatment excludes possibility of BAT lanes)
	Widening shared-use path beyond outside edge of existing sidewalks.	\$6.4 Million	\$1.2 Million
BAT Lanes	Narrowing of landscaped medians to increase pavement width on either side.	\$2.7 Million	N/A (Treatment would need to be corridor-wide)

ADDITIONAL RIGHT-OF-WAY NEEDS

Only the BAT lane cross section where the multi-use path is expanded past the existing back of walk requires additional right-of-way. This cross section would require the acquisition of a few feet of right-of-way of roughly 60 properties along the corridor. A high-level cost estimate of this right-of-way acquisition was made at \$600,000/mile, but the actual costs could be much higher.

POTENTIAL MAINTENANCE COSTS AND CONSIDERATIONS

All of the above-described cross sections would have ongoing costs associated with maintenance like street sweeping and snow removal. The proposed dimensions of the protected bike lane and multi-use path are supportable per the city's current street maintenance equipment. Additionally, the landscaped median and buffers will require irrigation and other maintenance of vegetation but these elements already exist on the corridor with the existing cross section. Therefore, there is no significant benefit of one cross section over another due to maintenance concerns and the selection of a future cross section can be made based on other criteria.

BUS TRAVEL TIME EFFICIENCY

Queue Jump Lanes/BAT Lanes vs. Buses in Through Lanes

An analysis was conducted to understand the time savings for buses if either queue jump lanes or BAT lanes were implemented on the corridor. This analysis was conducted by subtracting the right turn lane delay (seconds/vehicle) from the through lane delay (to represent situations where right turn lane queues are shorter than through lane queues) to understand the reduction in delay buses would experience if the existing right turn lanes were converted into shared right turn/queue jump or BAT lanes. This reduction in delay was added up for the entire corridor (in both the north and south direction) to find the maximum time savings per round trip at the most congested time of day (PM peak hour). This analysis was conducted both for existing conditions (2020) and future conditions (2045). Overall, the time savings expected from queue jump lanes or BAT lanes is minimal with a maximum of 11 seconds per roundtrip saved under existing conditions and 26 seconds per roundtrip under future conditions. These results are displayed in **Table 4**.

Table 4: Travel Time Savings per Run with Queue Jump Lanes or BAT Lanes

Analysis Year	Maximum Travel Time Savings [PM Peak] (for queue jump or BAT lanes alternatives)
Existing Conditions (2020)	11 seconds/run
Future Conditions (2045)	26 seconds/run

Queue Jumps Lanes vs. BAT Lanes

In addition to the time savings analysis, a queuing analysis was conducted under both existing and future conditions. The goal of the queuing analysis was to understand how long existing and future queues are at each intersection to help inform whether queue jump lanes or exclusive bus only lanes are most appropriate. If the queues of the through lanes of the northbound and southbound approaches are shorter than the right turn lanes, buses would be able to enter the right turn/queue jump lane to effectively get around the vehicle traffic at the intersection. However, if the through lanes exceed the right turn lanes the buses will be unable to use these right turn lanes as queue jump lanes. In this case extending the turn lanes may be needed to make them effective queue jump lanes, or if the queues are significant, exclusive BAT lanes may be more appropriate.

Table 5 displays the results of the queuing analysis. Overall, under existing conditions the right turn lanes could adequately serve as queue jump lanes with the exception of at North College/Cherry Street and Willow Street.

Table 5: Results of Queueing Analysis

Does the through lane queue exceed the right turn lane queue? (If yes, by how many feet?)		
Intersection	Existing Conditions (2020)	Future Conditions (2045)
N College Avenue/Wilcox Street	No	Yes (by 60ft)
N College Avenue/Hickory Street	No	Yes (by 25ft)
N College Avenue/Conifer Street	No	No
N College Avenue/Vine Drive	No	Yes (by 65ft)
N College Avenue/Cherry Street & Willow Street	Yes (by 60ft)	Yes (by >400ft)

SAFETY AND COMFORT OF PEOPLE WALKING & BICYCLING

The safety and comfort of people walking and biking on the north college corridor is a critical component in identifying the preferred cross section for the North College Corridor. This section compares the different pedestrian and bicycle facilities for their relative comfort. **Table 6** compares the sidewalk and multi-use path for the comfort of people walking and **Table 7** compares the curb-protected bicycle lane and shared-use path for the comfort of people bicycling.

Figure 21: City of Fort Collins Level of Traffic Stress Criteria

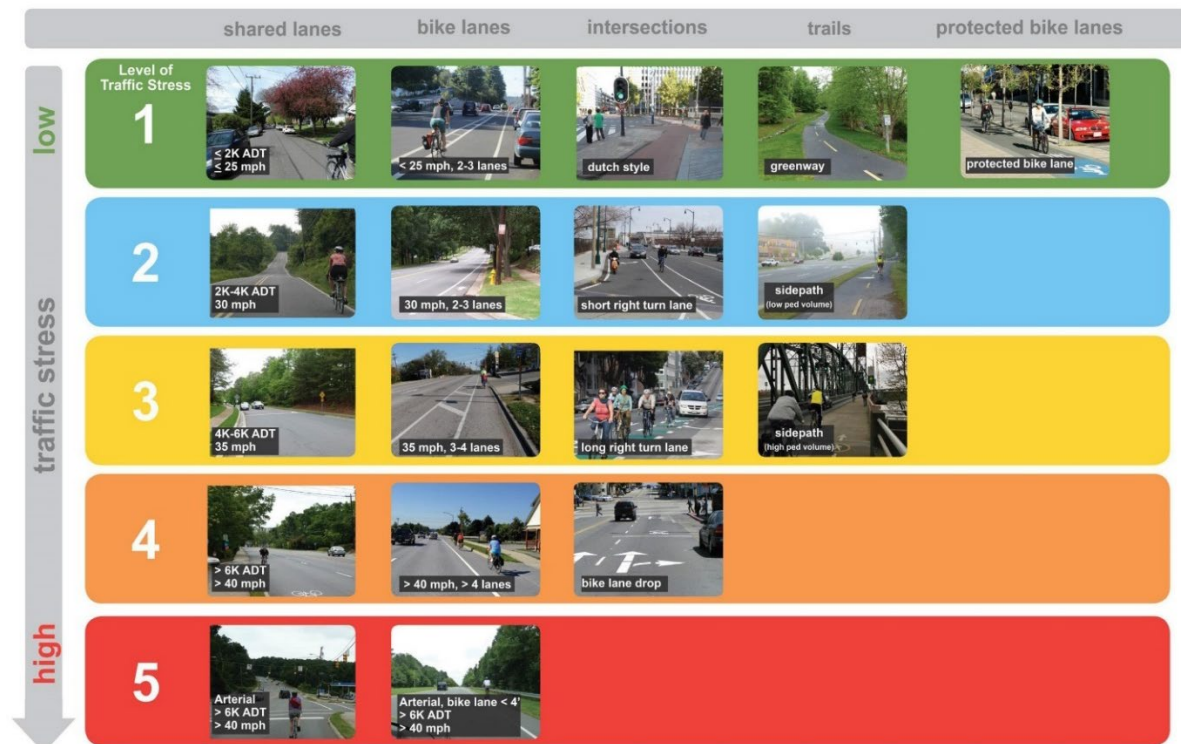


Table 6: Matrix of Pedestrian Comfort by Infrastructure Type

Pedestrian Facility	7 to 8-ft Sidewalk	10-ft Shared-use Path
Pedestrian LTS Score (1-4 scale)	2-3 (depending on speed limit)	2-3 (depending on speed limit)
Feet from traffic (horizontal buffer)	7+ ft	7+ ft
Vertical buffer type	Landscaped Buffer with Trees	Landscaped Buffer with Trees
Shared space with people bicycling?	No	Yes

Table 7: Matrix of Bicycle Comfort by Infrastructure Type

Bicycle Facility	Raised Curb-protected Bike Lane	10-ft Shared-use Path
City of Fort Collins Bicycle LTS Score (1-5 scale)	1	2
Feet from traffic (horizontal buffer)	2.5 ft Curb and Gutter	7+ ft
Vertical buffer type	Curb Only	Landscaped Buffer with Trees
Shared space with people walking?	No	Yes

VEHICLE TRAVEL TIME EFFICIENCY

This alternatives analysis found that there are not significant differences in travel time efficiency for private vehicles across any of the cross-section alternatives. This is because the lane configurations for vehicles are staying the same across all of the cross sections. No travel lanes are being taken away in any of the cross sections and at intersections all existing turn lanes will remain, since even in the BAT lane scenarios, the BAT lanes are shared right-turn lanes with vehicles at intersections.

Transit Signal Priority

Transit Signal Priority (TSP) is an additional option at intersections along the corridor and can improve transit travel times and reliability. TSP modifies the timing of signals when transit vehicles are present at the intersection. They can extend green times for transit vehicles to prevent them from getting stuck at an intersection for a full cycle or they signal transit vehicles through the intersection ahead of other vehicles where a queue jump lane is present. TSP is being included on the West Elizabeth BRT corridor in Fort Collins and an analysis of the most congested intersections of that corridor found that TSP would have a minimal impact on vehicle travel times.

CROSS SECTION ALTERNATIVES SUMMARY

Table 8 and **Table 9** display summary matrixes of the different cross section elements comparing their ranking in relative favorability for different criteria. Green squares indicate favorable, yellow squares indicate somewhat favorable, and red squares indicate unfavorable.

Table 8: Evaluation Criteria Rubric for Cross Sections by Travel Lane Configurations

Cross Section Elements	Bus Travel Time Efficiency*	Vehicle Travel Time Efficiency	Cost of Infrastructure Improvements	Enough ROW for a Separate Protected Bike Lane	Creates an Additional Buffer Between Private Vehicles and People Walking/Biking
Corridor Based BRT <u>without</u> Queue Jump Lanes					
Corridor Based BRT <u>with</u> Queue Jump Lanes					
BAT Lanes					

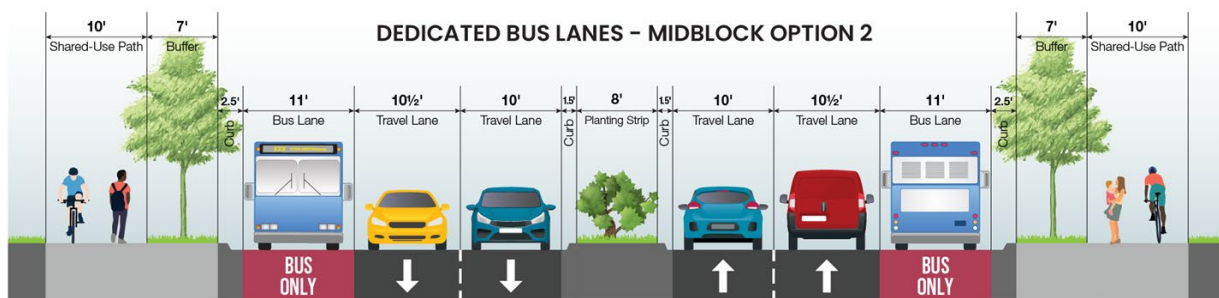
* Queue jump lanes or BAT lanes would improve bus travel time efficiency somewhat in the peak hours, but buses are unlikely to experience significant delay without these elements.

PREFERRED CORRIDOR CROSS SECTION

The preferred corridor cross section is for BAT lanes to be constructed along the length of the North College Avenue corridor within the existing curb-to-curb distance with existing sidewalks widened to shared-use paths only on select segments. This improvement would require narrowing the landscaped or painted median and restriping the travel lanes to accommodate the BAT lanes. This alternative allows buses to operate more reliably, eliminates conflicts with buses pulling out of stops into traffic, and provides a larger buffer between people using the multi-use paths and the general vehicle travel lanes.

Selecting this option precludes providing bike lanes on North College because the additional curb-to-curb space is needed for the BAT lanes. However, this option does improve the experience of using the existing sidewalks with the BAT lanes creating a larger horizontal buffer between the sidewalks and vehicle traffic.

Figure 22: BAT Lanes Midblock (Sidewalk Widened Behind Back-of-Walk)



Prioritizing widening the existing sidewalks to shared-use paths along targeted segments is preferred. The remainder of the shared-use paths along the corridor can be built as redevelopment occurs. Many of the sidewalks were only recently rebuilt and this effort required a lot of coordination with adjacent property owners. Additionally, due to the traffic volumes and vehicle speeds on the corridor even curb protected bike lanes are likely to feel uncomfortable for many people biking. For these reasons it is recommended that bicycle infrastructure and wayfinding improvements be concentrated on parallel corridors (Hickory Trail, Mason Street, Blue Spruce Drive) and new shared use paths be constructed on North College Avenue only to bridge gaps in the parallel street networks. There are two select segments recommended for improvement:

- **Section 1 (~1/2 mile long, only on west side of street):** A new shared-use path running the length between the pedestrian/bicycle bridges over the canal and Bristlecone Drive to the south.
- **Section 2 (~500 feet in long):** A new shared-use path between Willow Street and Vine Street connecting the separated bicycle and pedestrian paths south of the railroad tracks with the trail access points and underpass to the north.

Table 9: Evaluation Criteria Rubric for Cross Sections by Bicycle and Pedestrian Infrastructure

Cross Section Elements		Pedestrian Comfort*	Bicyclist Comfort*	Pedestrians and Bicyclists have Separate Paths	Can Accommodate BAT Lanes	Cost of Improvements
Shared-use Path	Existing sidewalk widened into the existing landscaped buffer.					
	Existing sidewalk widened behind the back of walk.					
	Curb moved to the edge of vehicle travel lane to accommodate shared-use path and large landscaped buffer in existing ROW.					
Curb Protected Bike Lane						

Due to existing vehicle speeds and the number of curb-cuts (driveways) along the corridor, North College Avenue will not be a “high-comfort” corridor for people walking or bicycling without reduction of the operating speed or reduction in the number of curb-cuts. However, having a large, landscaped buffer between people walking/biking and vehicles would significantly improve comfort for people walking and biking. Speed management is recommended to ensure safety and comfort for people using all modes.

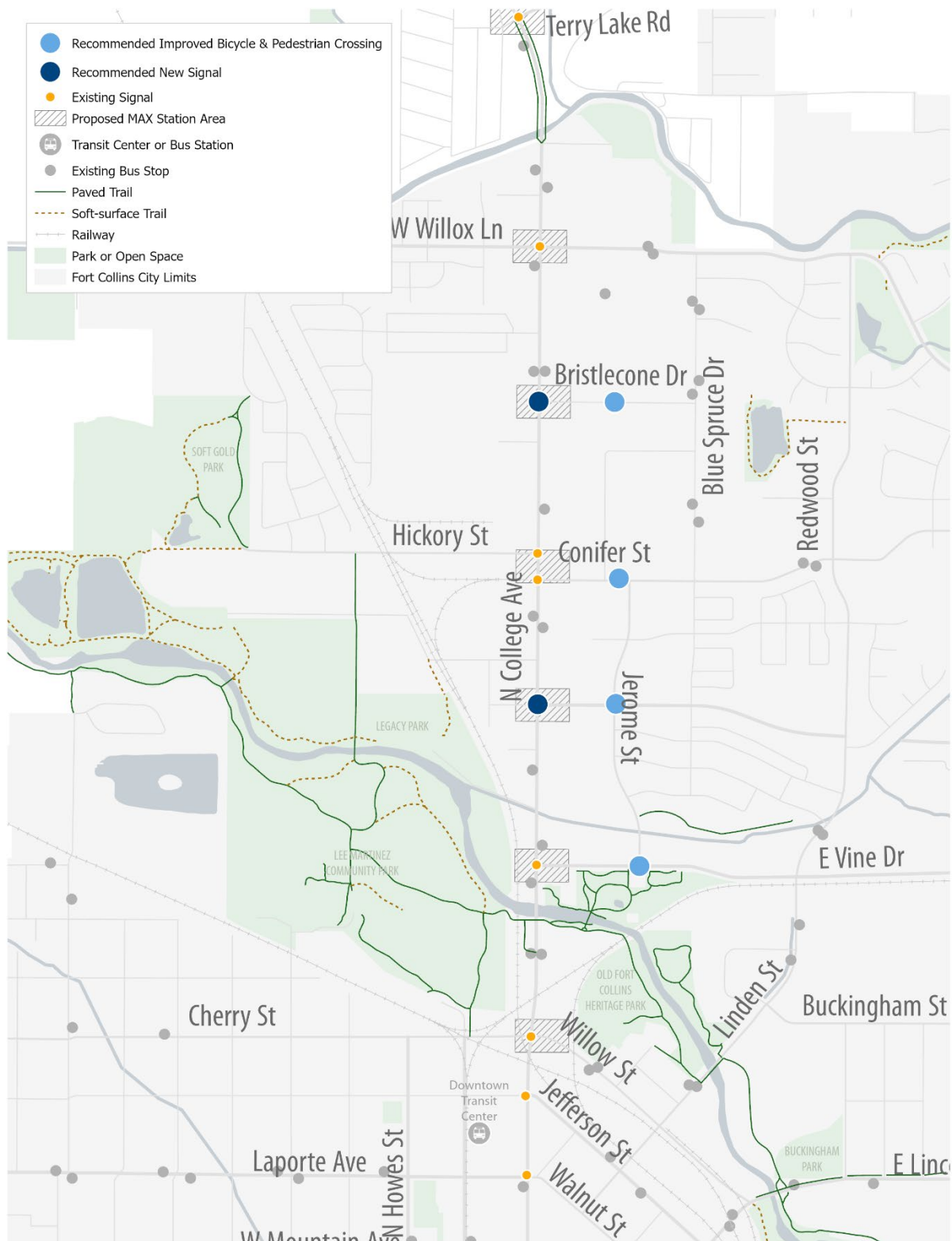
FIRST AND LAST MILE ACCESS

WALKING

Community input indicated one of the greatest challenges to walking on the corridor is the few controlled pedestrian crossings across North College Avenue. Additionally, bus stops located far from controlled crossings make it challenging to access the bus stops and reach destinations on the other side of the street. The preferred alternative from the North College MAX Plan will ensure each BRT station is adjacent to a signalized crossing and will align with previous planning efforts. Both the North College Corridor Plan and the CDOT 287 Access Management Plan recommended signalizing the intersection of North College and Bristlecone Drive. The North College Corridor Plan also recommended a signal at the intersection of North College Avenue and Suniga Road. These recommended signals are displayed in **Figure 23**.

BRT station pairings (two stations in the same area serving the different directions of the bus) will both be located near the controlled crossings and easily seen from the station across the street to make riding the bus more intuitive. More detailed recommendations on corridor crossings will be made in the preferred alternative once the higher-level route alignment and stop locations have been chosen.

Figure 23: Existing and Recommended Signalized Intersections



BICYCLING

A robust network of bicycle facilities already exists in the North College Avenue area, and the Active Modes Plan (which was underway at the time of this report) will build off of and improve this network for the safety and comfort of people bicycling. The greatest challenge brought up by community input to biking in the North College Avenue area is biking along North College Avenue itself. The community expressed that bicycling on the bike lanes on North College Avenue is uncomfortable. While improvements to biking along the corridor will be part of the preferred alternative, ensuring parallel corridors with bicycle facilities that have lower traffic speeds and volumes is also important to give people options for bicycling in the area.

Two parallel corridors already exist east of North College Avenue. Redwood Drive (which becomes Linden Drive south of Vine Street) provides a continuous bike lane from Downtown to the northern end of the North College Avenue corridor. Blue Spruce Drive also has a buffered bike lane for a short length between Willox Lane and Conifer Street. However, there is not currently a continuous biking corridor on the west side of North College Avenue.

However, the existing Hickory Street Trail presents an excellent opportunity for a low-stress bicycle corridor on the west side of North College Avenue. The trail currently runs from Mason Street (south of Cherry Street) to the buffered bicycle lanes on Hickory Street. It is recommended that Mason Street be completed (with high comfort bicycle facilities) north of Hickory Street and turn south of the North College Mobile Home Park to meet North College Avenue at the intersection of North College Avenue and Bristlecone Drive. Additionally, it is recommended that bike lanes be striped on Bristlecone Drive to create a seamless connection between this new Mason Street connection and the existing buffered bicycle lanes on Blue Spruce Drive. These recommendations are displayed in **Figure 24**.

Figure 24: Map of Proposed Bicycle Facilities



MICRO-MOBILITY

The City of Fort Collins is currently contracted with the company Spin to provide bikeshare and scooter share options in the city. Micro-mobility (like bikeshares and app enabled e-bikes and e-scooters) presents a great opportunity for creating first and last-mile solutions for accessing transit on the North College Avenue corridor. People whose origins or destinations may be further from the proposed BRT than they would be willing to walk can use micro-mobility solutions to get to and from BRT stations. It is recommended that all BRT stations include Spin (or future mobility provider) charging hubs and or parking areas for micro-mobility devices.

MICROTRANSIT

Microtransit is a form of on-demand response transit using a smartphone app to match trip requests in real-time. Microtransit typically uses small vans or shuttle buses and can be contracted turn-key or operated by an agency with purchased ride-matching technology. Microtransit can operate as a dynamic route with established time points or be point-to-point within a defined area (zone) as well as the possibility for flag stops.



Figure 25: Image of Microtransit Service in Denver called the "Montbello Connector"

Microtransit allows for transit service in smaller service area connecting low-medium density areas to key destinations. Benefits of microtransit are the ability to group trips to/from key destinations at similar times and it allows for fares that balance convenience and ridership. The data collected about trips in a microtransit system can also help inform the creation of a fixed route service in the future.

In north Fort Collins, microtransit service could be used as a first/last-mile connection for people walking to reach MAX service on North College Avenue or who wish to get from the MAX on North College Avenue to a destination further from the corridor.

MOBILITY HUBS

It is recommended that each BRT station on the North College Avenue corridor be considered a mobility hub, with the most northern station being the largest hub with the most amenities. All BRT stations should have:

- Intuitive information on transit options:
 - Live updating info on transit times
 - Maps of key destinations, transit routes, and bicycle facilities
- High comfort station amenities:

- Shelter
- Benches
- Trash cans
- Pedestrian scale lighting
- Kiosks for ticket purchases
- Bike parking (covered where possible)
- Micro-mobility charging hubs and parking areas

The northern most station (once this location is determined in the preferred alternative assessment) may also include the following additional amenities:

- Secure bicycle parking
- Park-n-ride (possibly through a shared parking agreement or through redevelopment at the former Albertson's site)
- Restrooms
- Electric vehicle (EV) charging
- Car share
- Taxi/ride hailing loading zones
- Microtransit stop

Figure 26: Graphic of Possible Mobility Hub Elements



PREFERRED ALTERNATIVE SELECTION

Below is a condensed list of the recommendations for a preferred alternative for the North College Avenue corridor. Each of these preferred alternatives is described in more detail in their respective sections.

Preferred Route Alignment: MAX Service from Downtown to Willox Street roundabout, realigned Route 8 from King Soopers to Home Depot and Walmart on Lemay Avenue via Blue Spruce Drive, Linden Street, and Lincoln Avenue.

Preferred Corridor Cross Section: Business-access transit (BAT) lanes with sidewalks widened to shared-use paths. BAT lanes can be accommodated within the existing curb-to-curb width and should be implemented along the length of the corridor. Prioritize implementation of shared-use paths on select sections of North College Avenue in order to create complete networks with bicycle facilities on parallel corridors.

Preferred Pedestrian Crossing Improvements: Additional signals with crosswalks at Bristlecone Drive and Suniga Road. MAX BRT Stations consolidated from the existing bus stations to be on either side of each signalized intersection.

Preferred Bicycle Infrastructure Improvements: Bicycle infrastructure on proposed Mason Street extension connecting to Hickory Street, buffered or protected bike lanes on Bristlecone Drive between North College Avenue and Blue Spruce Drive, and buffered or protected bicycle lanes on Blue Spruce Drive from Conifer Street to Suniga Road. Wayfinding on North College Avenue and parallel bicycle facilities directing people how best to bike between key destinations and use the parallel street to bike the length of North College Avenue comfortably.

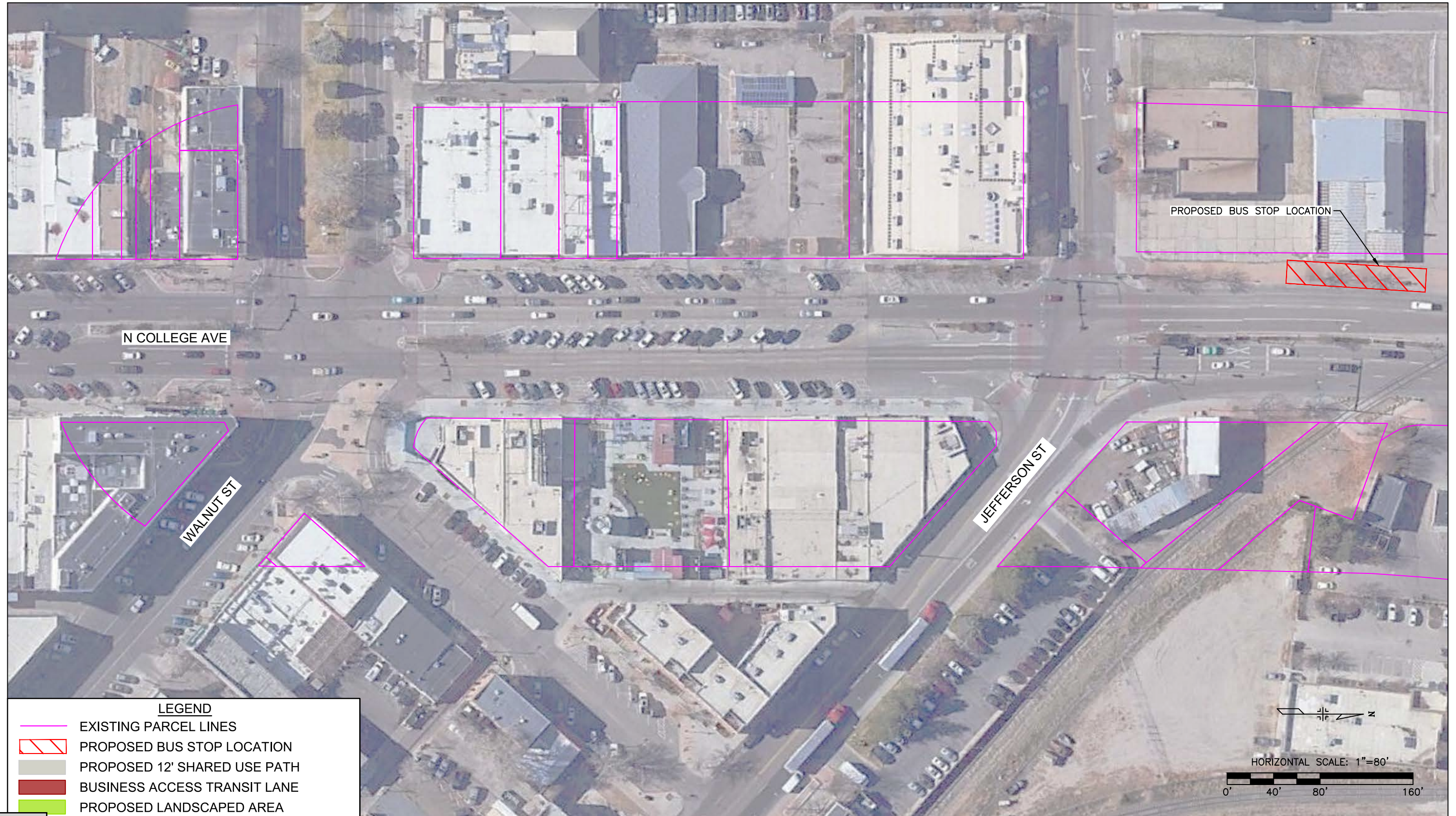
Additional Recommendations: New microtransit service that serves north Fort Collins and connecting surrounding neighborhoods to the MAX service on North College, The creation of mobility hubs at each of the new MAX BRT Stations.

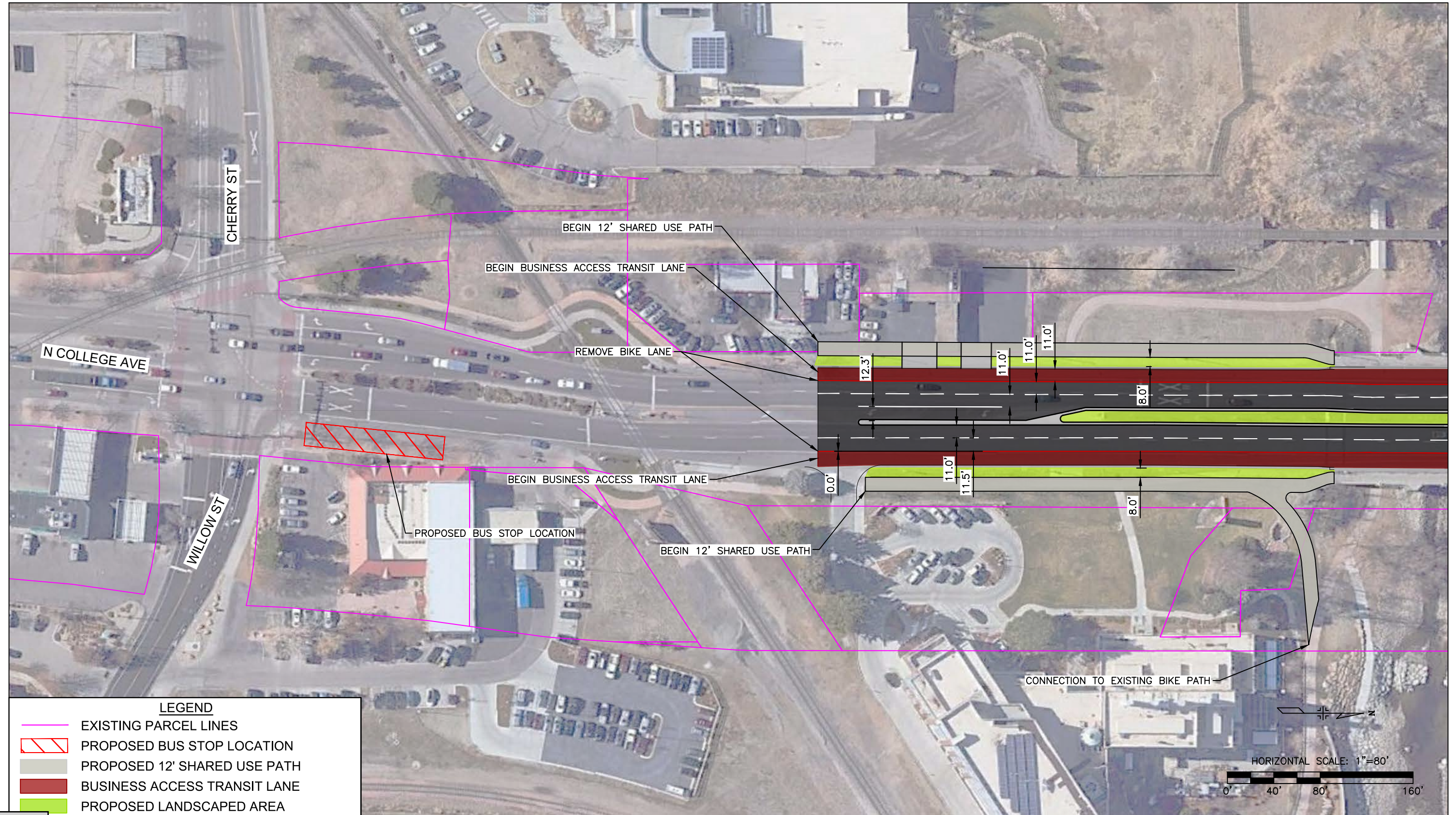
APPENDIX A

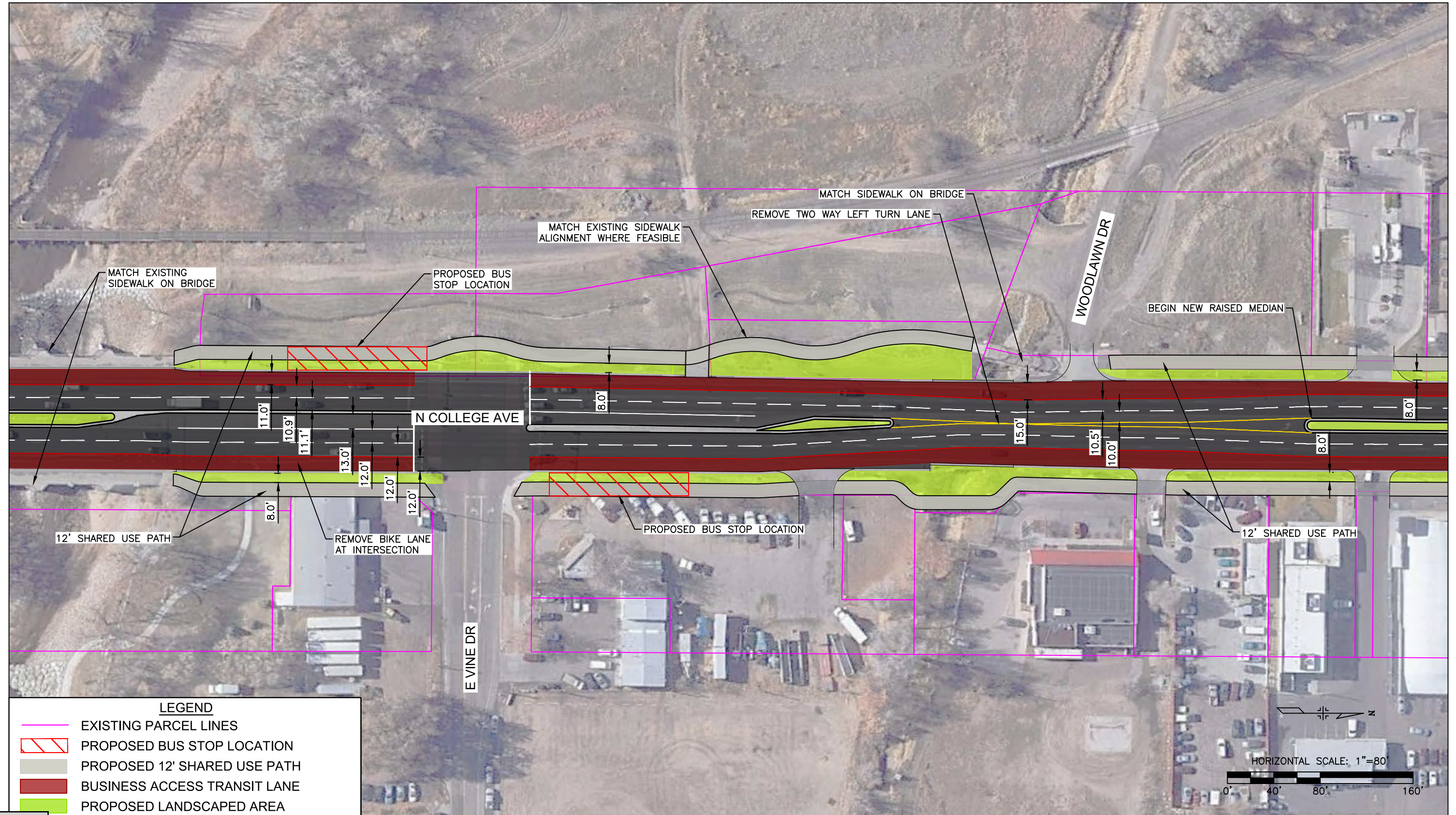
SUMMARY OF NORTH COLLEGE AVENUE ON-BOARD QUESTIONNAIRE

Appendix D

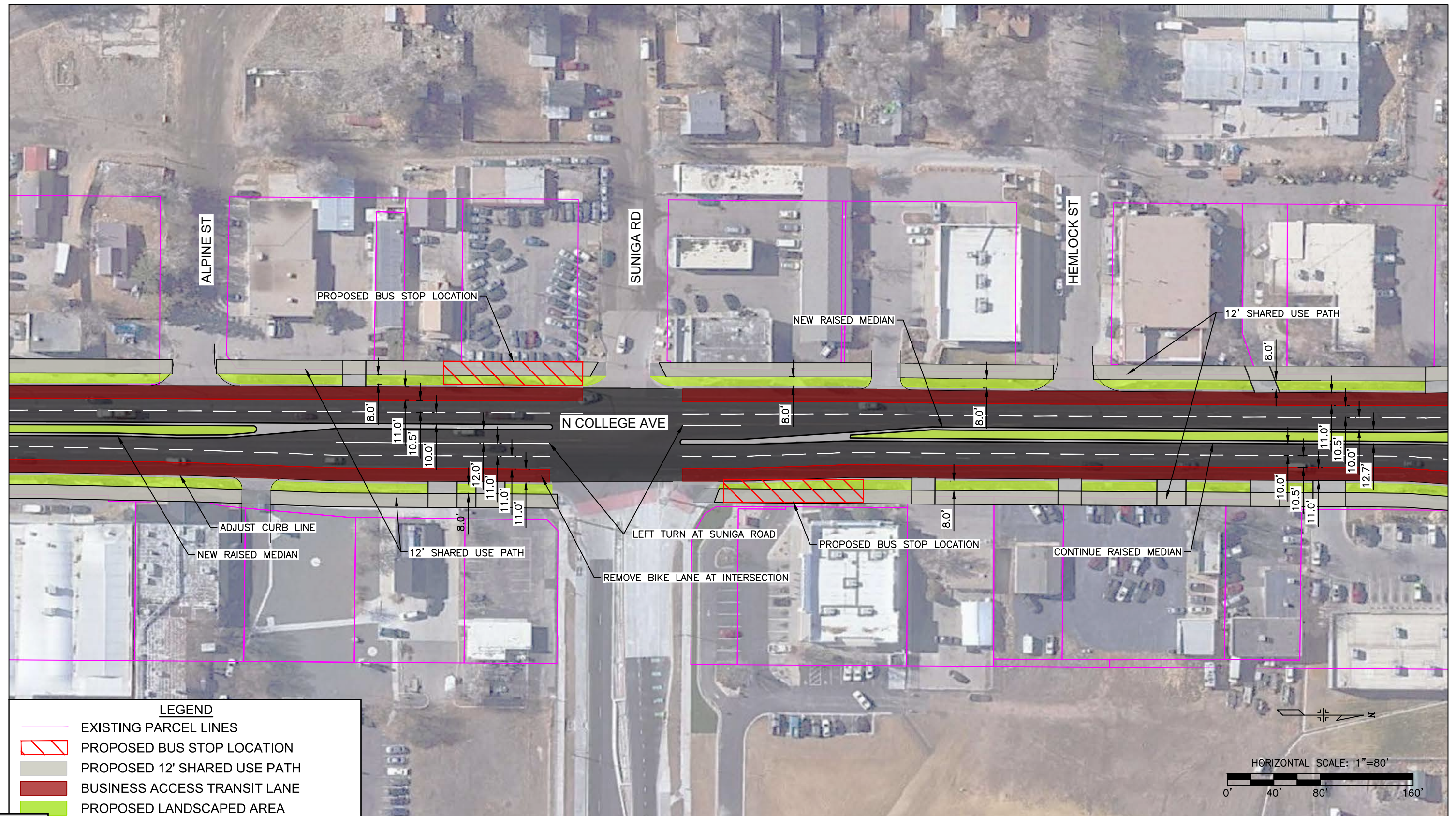
North College Roadway Design Cutsheets

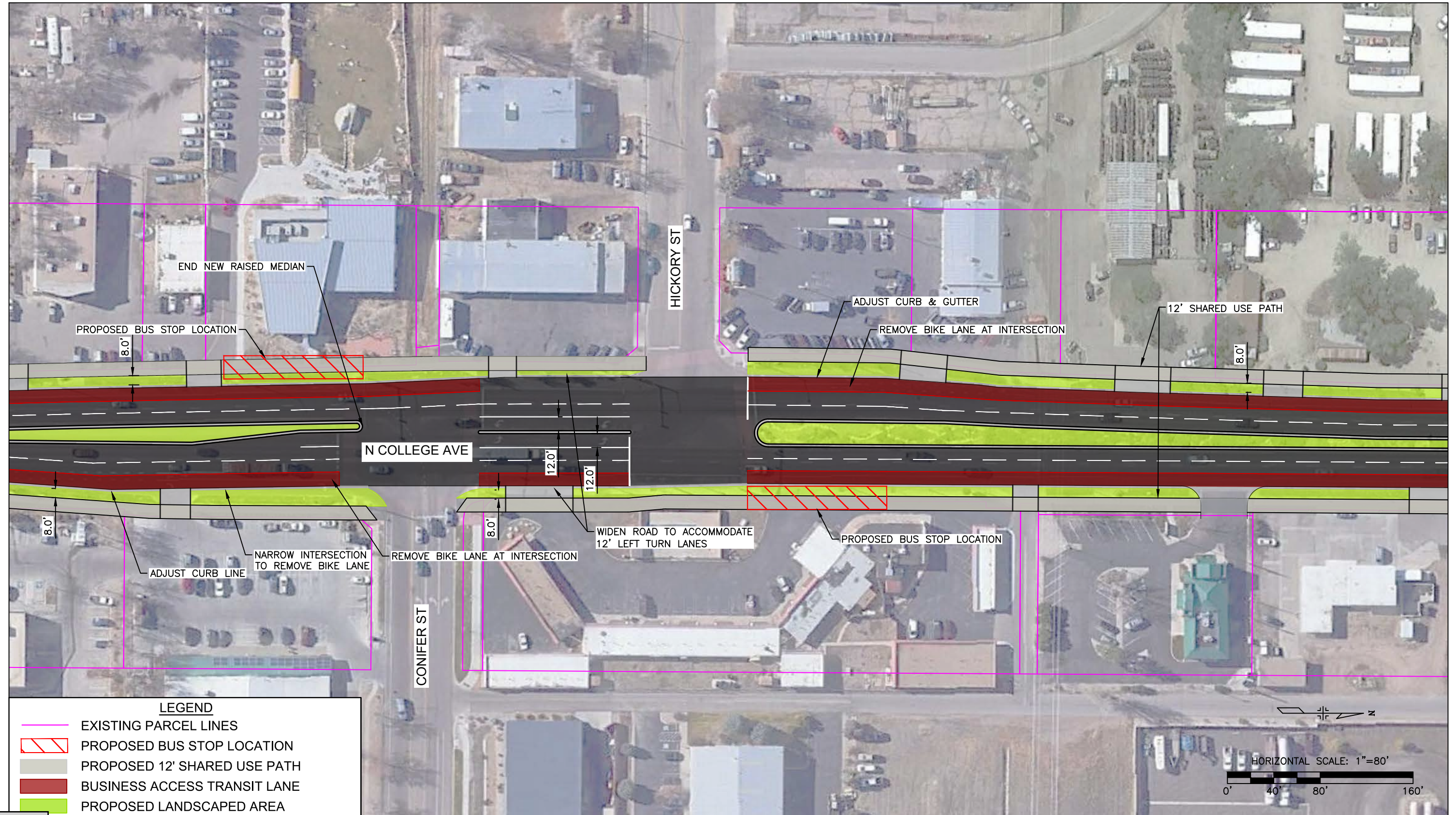


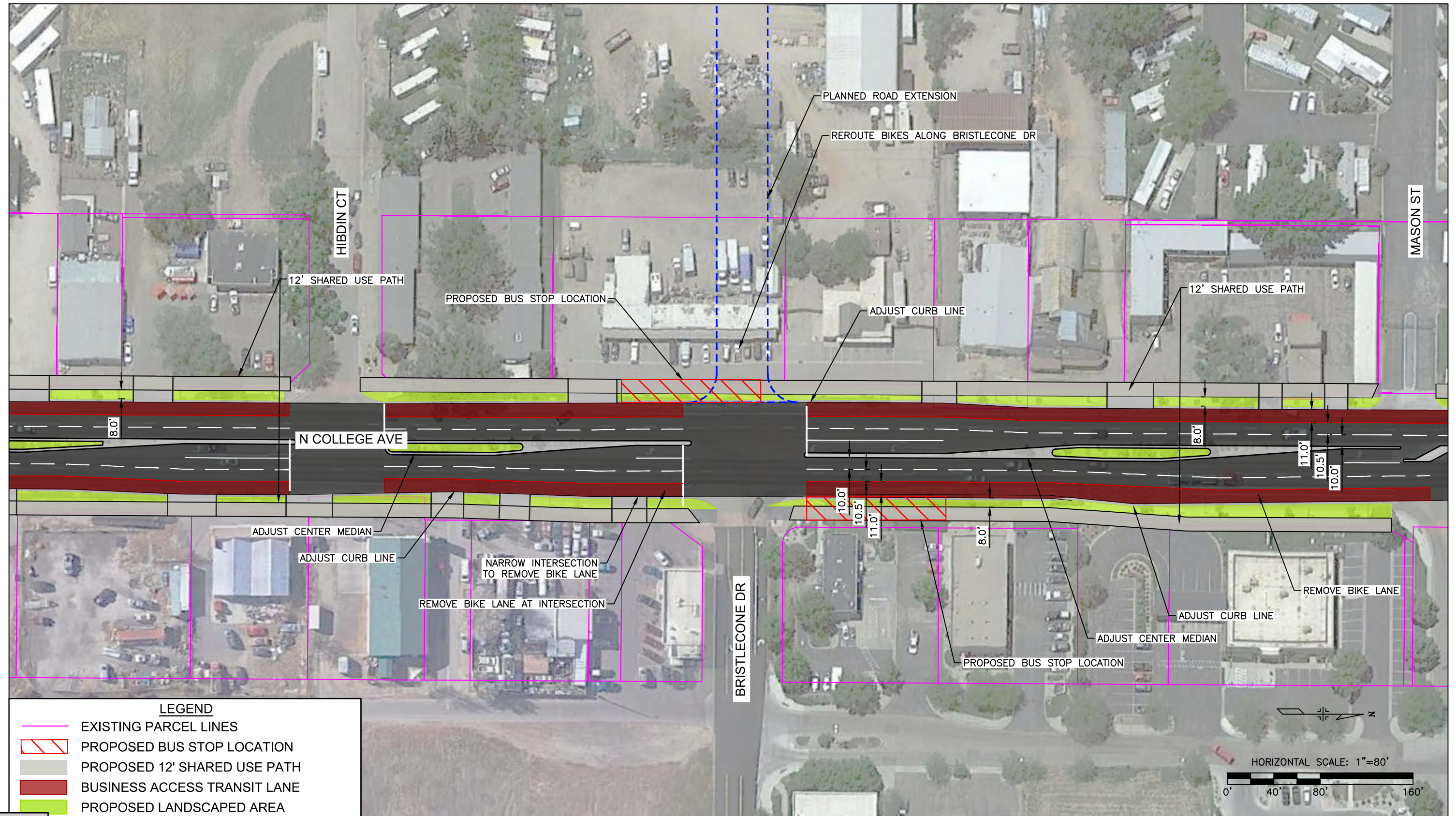


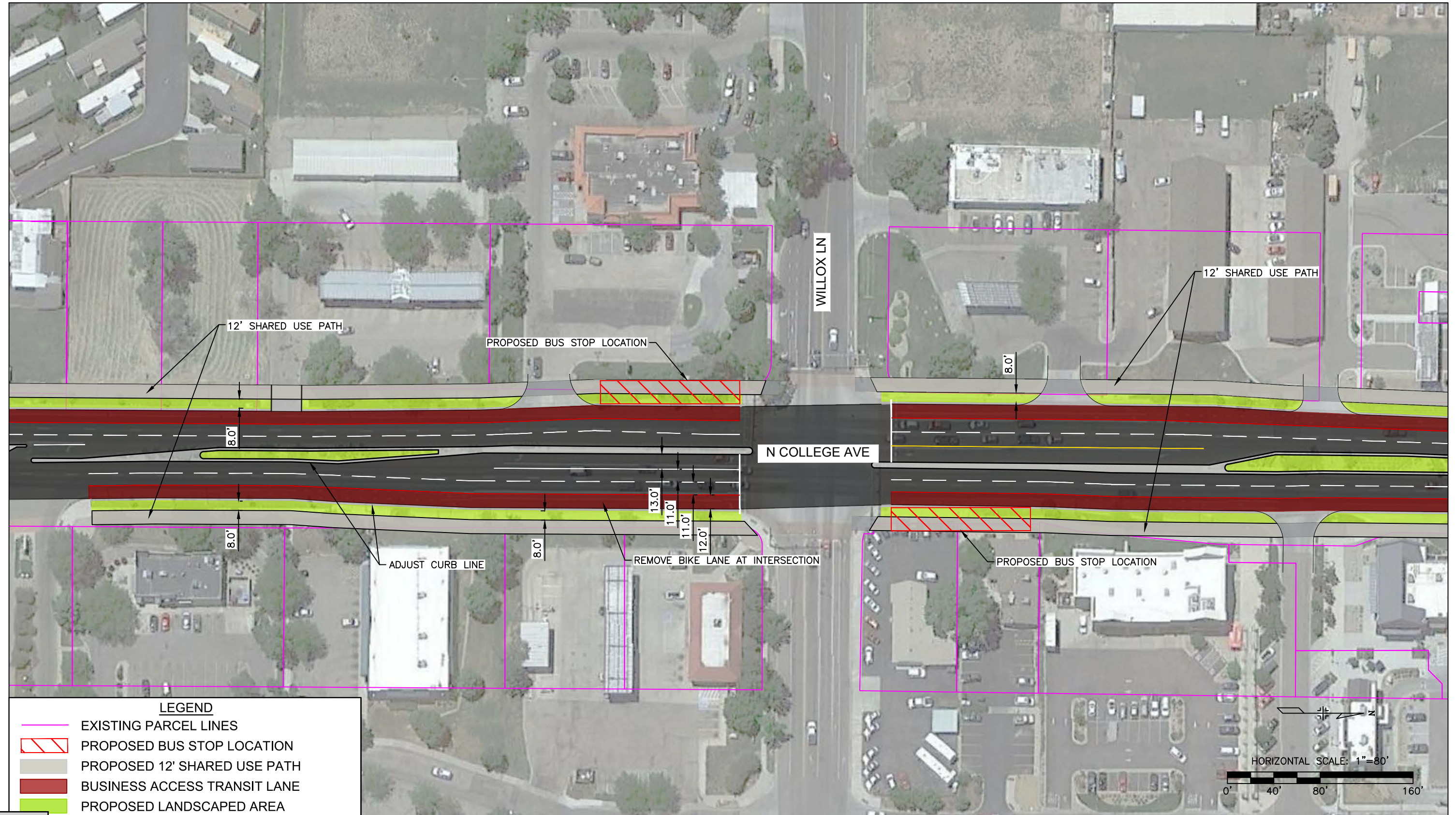


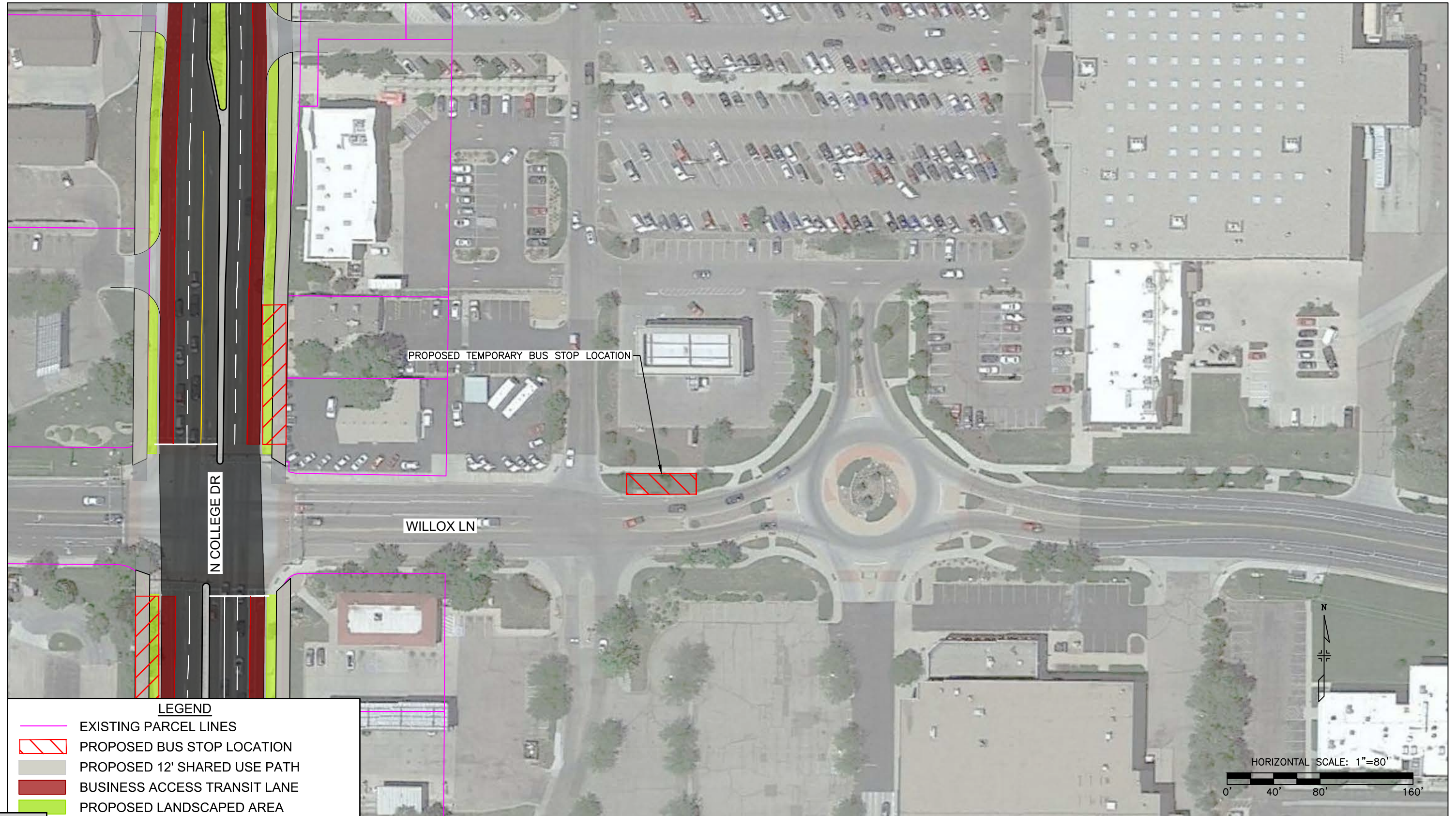
3-01 NORTH COLLEGE BRT & TOD STUDY\04_CADD\EXHIBITS\PROPOSED DESIGN EXHIBITS\121013-01 NORTH COLLEGE BRT & TOD STUDY_COLOR.DWG

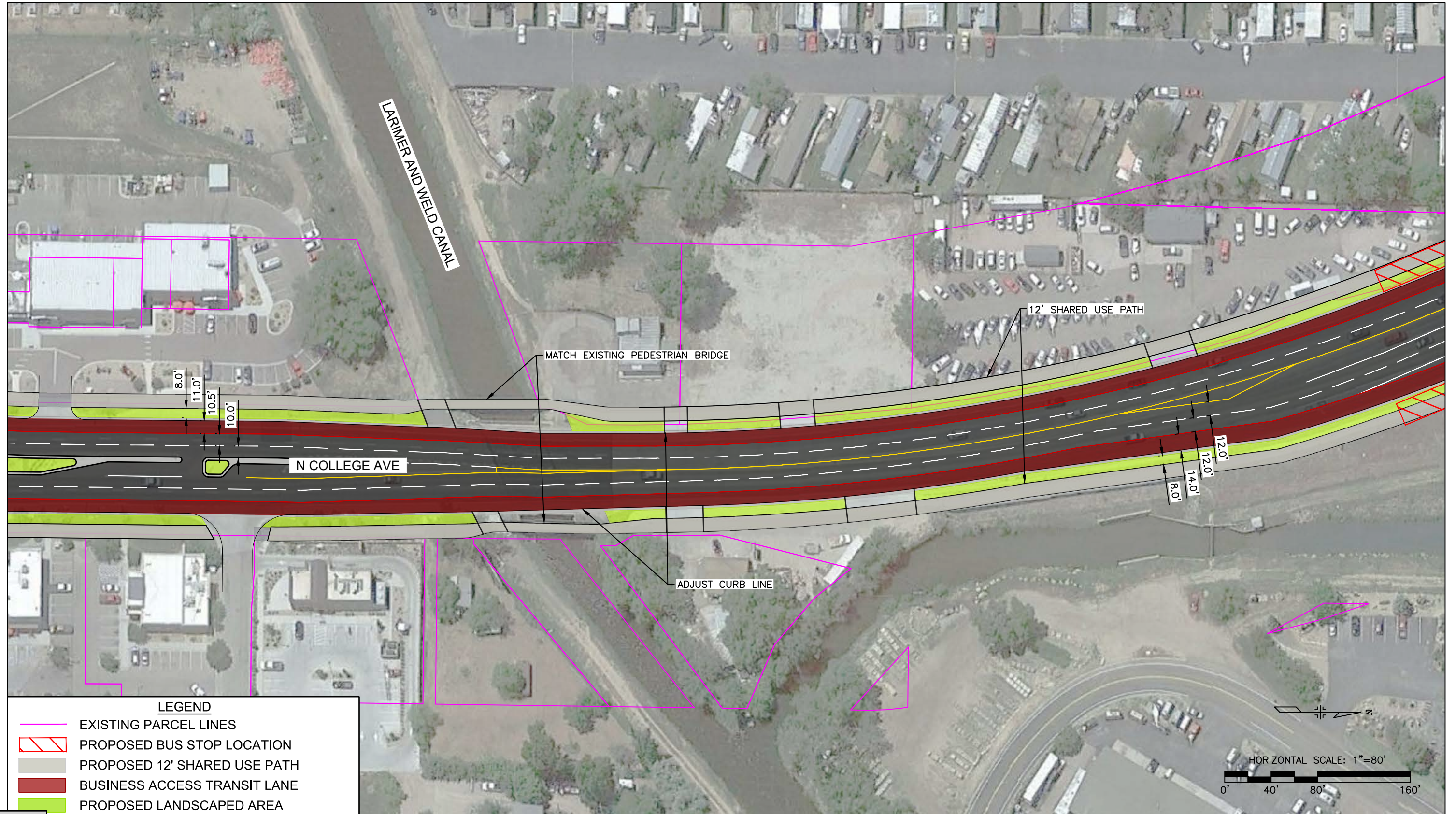




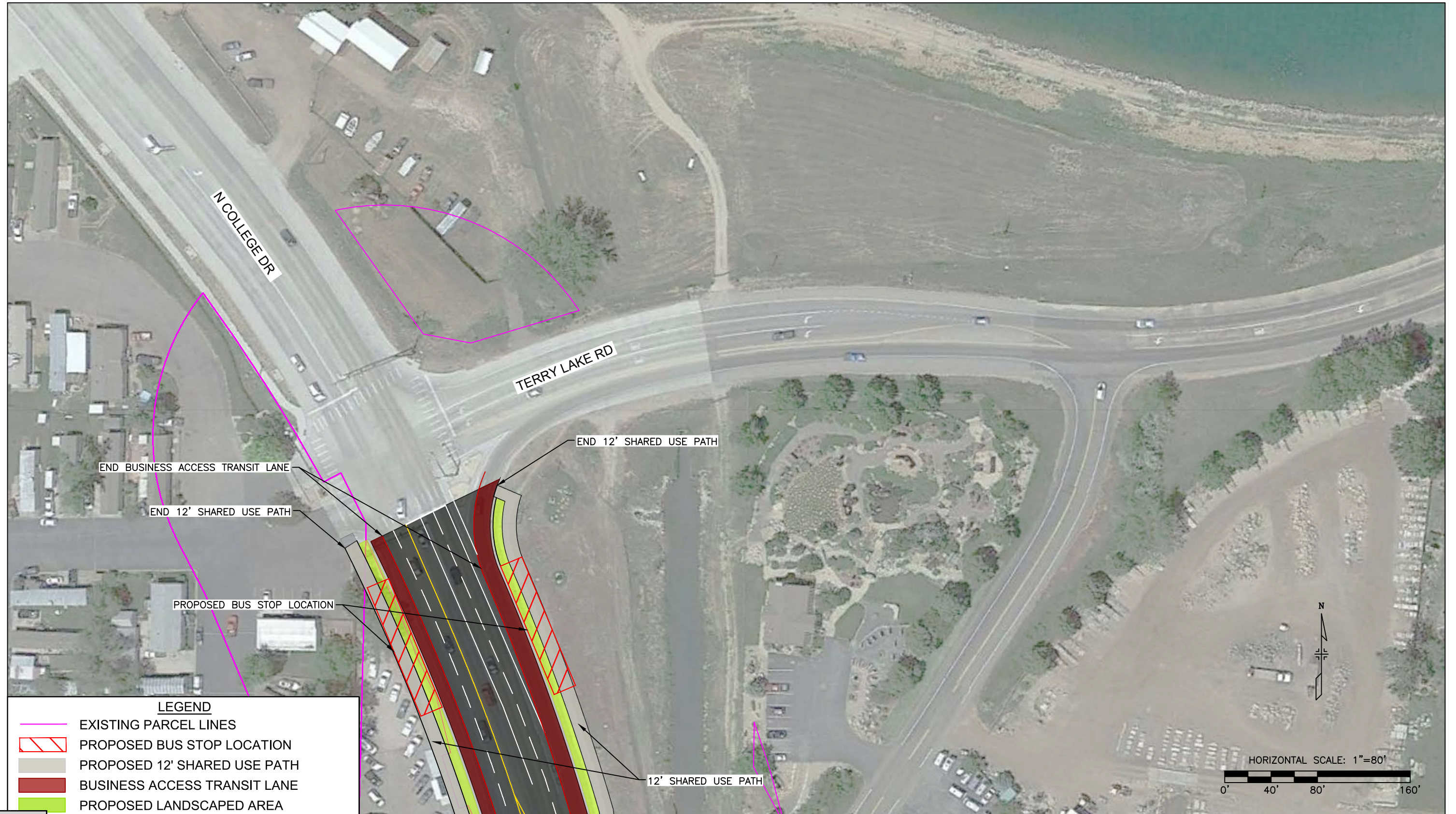








3-01 NORTH COLLEGE BRT & TOD STUDY\04_Civil\CAAD\EXHIBITS\PROPOSED DESIGN EXHIBITS\121013-01 NORTH COLLEGE BRT & TOD STUDY_COLOR.DWG



Appendix E

Conceptual Estimate of Project Cost for North College Reconstruction

North College BRT

Conceptual Estimate of Project Costs

BAT Lane and Shared Use Path Construction

remove on-street bike lanes; shift curb and median for BAT lane; construct shared use paths



Item		Pay Unit	Unit Cost	Quantity	Total Cost
1	Clearing & Grubbing	LS	\$25,000	1	\$25,000
2	Removal of Curb & Gutter	LF	\$10	3,400	\$34,000
3	Removal of Asphalt Mat	SY	\$8	65,860	\$526,880
4	Removal of Sidewalk	SY	\$17	12,825	\$218,025
5	Excavation	CY	\$35	8,600	\$301,000
6	Aggregate Base Course (Class 6)	Ton	\$40	11,420	\$456,800
7	HMA (Grading S) (75)(PG-28)	Ton	\$90	21,725	\$1,955,250
8	HMA (Grading SX) (75)(PG-28)	Ton	\$100	7,250	\$725,000
9	Concrete Sidewalk	SY	\$60	19,725	\$1,183,500
10	Curb & Gutter	LF	\$30	7,170	\$215,100
11	BRT Bus Stop	EA	\$175,300	15	\$2,629,500
	Concrete Platform & Bus Pad		\$22,500		
	Shelter		\$50,000		
	VMS Board, Ticket Kiosk, Security Camera		\$95,000		
	Bike Rack, Bench, Trash Can		\$3,800		
	Landscaping		\$4,000		
12	ROW	SF	\$50	88,020	\$4,401,000
Construction Item Cost (ROW Excluded)					\$8,270,000
Contingencies				30%	\$2,481,000
Utilities				10%	\$827,000
Drainage				10%	\$827,000
Signing & Striping				2%	\$165,000
Construction Signing & Traffic Control				10%	\$827,000
Mobilization				10%	\$827,000
Construction Cost					\$14,224,000
Design				12%	\$1,707,000
Construction				10%	\$1,422,000
Total Project Cost					\$21,754,000

Opinion of Probable Construction Costs

In providing opinions of probable construction cost, the Client understands that Felsburg Holt & Ullevig has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of our qualifications and experience. FHU makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.