

ORDINANCE NO. 207, 2025
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH
LARIMER COUNTY RELATING TO AN EXCHANGE OF REAL
PROPERTY ON EAST VINE DRIVE AND REAL PROPERTY ON
MOUNTAIN AVENUE AND ALLOW FOR CONSTRUCTION OF A
MUNICIPAL COURT OR PAYMENT

A. City staff has negotiated an agreement (the “Agreement”) with Larimer County to exchange the City’s two parcels on Mountain Avenue between Mason and Howes Streets (the “Mountain Avenue Properties”) for the County’s property at 614 East Vine Drive. The form of the Agreement is attached hereto as Exhibit A.

B. As part of the Agreement, the City will receive title to the parcel located at 614 East Vine Drive, which is approximately 8.74 acres. The City has identified this site as the preferred location for a future downtown Parks maintenance facility, as well as a north Transit maintenance and storage facility. The City and County have agreed the Vine Drive property is worth \$4,660,000. The legal description of 614 East Vine Drive is shown on Page 11 of Exhibit A, which is attached hereto.

C. Larimer County has identified the Mountain Avenue Properties as the preferred future site of a Larimer County Justice Center expansion. Under the Agreement, the County will receive the Mountain Avenue Properties, which total approximately 1.83 acres, comprised of two parcels and housing the following six buildings:

- 117 N. Mason Street – City flex space & winter overflow shelter for the Fort Collins Rescue Mission
- 200 W. Mountain Avenue – FC Moves and Global Village Museum
- 212 W. Mountain Avenue – Center for Family Outreach and TAC 212
- 256 W. Mountain Avenue – Mountain Café
- 257 W. Mountain Avenue – City Safe Occupational Health Clinic
- 112-113 N. Howes Street – Restorative Justice

D. The City and County have agreed that the Mountain Avenue Properties are worth \$5,650,000.

E. The legal description of the Mountain Avenue Properties is shown on Page 10 of Exhibit A, which is attached hereto.

F. As part of the Agreement, the City would have the option through 2028 to receive \$990,000 by mid-2029 or receive a \$990,000 credit from the County towards a partnership with the County to construct a 25,000-30,000 square foot municipal court as part of a larger Justice Center expansion. If the City decides to partner with the County to build the expanded Justice Center for a municipal court, the City and County are required to negotiate a joint facility agreement, and the City would be responsible for its proportional costs to build and maintain the building. The City would be able to house the

municipal court and ancillary operations there until at least through 2056, at which time the County could require the City to vacate. If the County requires the City to vacate, the County must pay the City fair market value for the space.

G. The City will maintain possession of the Mountain Avenue Properties through 2028. All leases that are currently in place for the Mountain Avenue Properties will be terminated, and all City departments and tenants located therein will vacate no later than December 31, 2028.

H. The Agreement also provides that if either the City or the County attempts to sell the property that it receives under the Agreement, the other party has a right of first refusal to purchase the property. The right of first refusal extends through 2050.

I. Section 23-111(a) of the City Code authorizes the City Council to sell, convey, exchange or otherwise dispose of any interests in real property owned by the City, provided the City Council first finds, by ordinance, that such sale or other disposition is in the best interests of the City.

J. Section 1-22 of the City Code requires that all intergovernmental agreements or cooperative activities between the City and other governmental entities be submitted to the City Council for review, and any approval thereof shall be by ordinance or resolution of the City Council, subject to certain exceptions. Further, the City is authorized to enter into intergovernmental agreements to provide any function, service, or facility under Article II, Section 16 of the Charter of the City of Fort Collins and Colorado Revised Statutes Section 29-1-203.

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. The City Council finds that exchanging the City's Mountain Avenue Properties for Larimer County's 614 East Vine Drive on the terms and conditions described herein is in the best interests of the City.

Section 2. The City Council hereby authorizes the City Manager to execute the Agreement substantially in the form attached hereto as Exhibit A with such additions, modifications or deletions to the terms and conditions as the City Manager, in consultation with the City Attorney, determines are necessary or appropriate to protect the interests of the City or effectuate the purposes of this Ordinance.

Introduced, considered favorably on first reading on December 2, 2025, and approved on second reading for final passage on December 16, 2025.

Mayor

ATTEST:

City Clerk

Effective Date: December 26, 2025

Approving Attorney: Ted Hewitt

Exhibits: Exhibit A – Agreement for: 1) Exchange of Real Estate Including Land And Any and All Improvements and 2) Rights of First Refusal to Purchase Back Property